



# Plymouth City Commission

## Regular Meeting Agenda

Monday, February 15, 2021 7:00 p.m. ONLINE

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

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

### Meeting will be held as a Zoom Webinar

Join Zoom Webinar - <https://us02web.zoom.us/j/85018446195> Passcode – 830665

International numbers available: <https://us02web.zoom.us/j/85018446195>

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

On March 10, 2020, the Governor of the State of Michigan declared a State of Emergency across the State of Michigan. As a part of the response to that emergency certain changes were deemed to be reasonable and necessary to protect the public health, safety, and welfare. Due to the on-going emergency situation the Michigan Department of Public Health and Human Services has recently made certain rules about gathering in groups of people. Further, the Michigan Legislature passed legislation to temporarily suspend certain rules, regulations and procedures related to the physical presence at meetings and hearings of public bodies and other governmental entities in Michigan. These public bodies and entities must continue to conduct public business during this emergency. Recently passed legislation has made it possible for public boards to meet electronically. Due to the Public Health declarations the City of Plymouth will have its Boards and Commissions meet electronically as permitted under the newly enacted law that is known as SB1108.

#### 1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call

#### 2. CITIZENS COMMENTS

#### 3. APPROVAL OF THE AGENDA

#### 4. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of February 1, 2021 City Commission Regular Meeting Minutes
- b. Approval of January 2021 Bills

#### 5. COMMISSION COMMENTS

#### 6. OLD BUSINESS

#### 7. NEW BUSINESS

- a. Revised Poverty Exemption Guidelines
- b. Metro Act Right-of-Way Permit Renewal – 123.Net, Inc.
- c. Amendment to Intergovernmental Agreement with Wayne County for Park Millage Funds
- d. Emergency Infrastructure Repairs – Design Build
- e. Emergency Infrastructure Repairs – Doors at PCC

#### 8. REPORTS AND CORRESPONDENCE

- a. Liaison Reports

#### 9. ADJOURNMENT

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

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

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

City of Plymouth Strategic Plan 2017-2021

**GOAL I - QUALITY OF LIFE**

**OBJECTIVES**

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

**ONE-YEAR TASKS 2021**

Restore sports and recreational programs that were halted by COVID-19 as soon as possible  
Review and evaluate the special event policy with safety considerations  
Address challenges with the Kellogg Park improvements with safety considerations  
Move Kellogg Park Fountain project forward  
Continue to re-engage service clubs to help enhance parks and public properties  
Increase followers by 2,000 on all our communications platforms  
Develop an internal and external communications plan  
Upgrade City Hall facilities to accommodate remote meetings and remote participation  
Continue investigating multi-modal transportation opportunities  
Revisit noise ordinance

**GOAL II - FINANCIAL STABILITY**

**OBJECTIVES**

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

**ONE-YEAR TASKS 2021**

Identify mechanisms for funding sources for capital improvement projects  
Increase funding to the Public Improvement Fund  
Create a potential package for financing emergency structural repairs  
Develop a comprehensive asset management plan that includes a review of the equipment fleet  
Search out other possible revenue streams through continued association with the CWW and the MML  
Develop a financial plan for public safety  
Continue to make extra payments towards legacy costs  
Monitor outside influences on our revenue sources, including unfunded mandates, the 35<sup>th</sup> District Court and the PCCS  
Negotiate three labor contracts

**GOAL III - ECONOMIC VITALITY**

**OBJECTIVES**

Continue to support and improve active, vibrant downtown branding  
Support community and economic development projects and initiatives  
Support a mix of industrial, commercial and residential development  
Reference the Master Plan in economic decision-making

**ONE-YEAR TASKS 2021**

Complete Saxton's development  
Develop municipal parking lot at Saxton's site  
Support development of 23 parcels adjacent to the Starkweather School property  
Continue to administer the grant and the brownfield plan to support the Pulte project's completion  
Finish Redevelopment Ready Community (RRC) certification by the end of the 2021  
Develop an annual training calendar for the Planning Commission, the Historic District Commission, the Zoning Board of Appeals and the DDA, and identify a funding source  
Implement temporary plans to assist businesses in recovery efforts

**GOAL IV - SERVICE AND INFRASTRUCTURE**

**OBJECTIVES**

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

**ONE-YEAR TASKS 2021**

Explore enhanced pedestrian safety opportunities into targeted intersections  
Research funding opportunities for ADA compliance at the PCC  
Implement 2021 infrastructure program  
Continue training for future career development and succession planning  
Conduct a traffic study to determine whether to make additional streets one way  
Update mapping resources including parcel data, completing **50%** by the end of the year  
Update/replace current technology to ensure compliance with new regulations, rules, and operating systems  
Revisit paid parking



City of Plymouth  
City Commission Regular Meeting Minutes  
Monday, February 1, 2021 - 7:00 p.m.  
In-Person at 525 Farmer and Online Webinar

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

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

**1. CALL TO ORDER**

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

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

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

**2. CITIZENS COMMENTS**

**3. APPROVAL OF THE AGENDA**

Thomey offered a motion, seconded by Krol, to approve the agenda for Monday, February 1, 2021.

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**

- c. Approval of January 18, 2021 City Commission Regular Meeting Minutes
- d. Approval of January 25, 2021 Commission Study Session-Strategic Planning Meeting Minutes
- e. Special Event: Wilcox Wednesday Music in the Park 2021, Wednesdays at Noon June/July/August

Moroz offered a motion, seconded by Krol, 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**

Krol said the strategic planning session was informative and enjoyable. Deal reminded the group that nominations for the Ruth Huston-Whipple Award are being accepted until April. Moroz thanked the DMS for clearing the recent snow so well. Thomey said the strategic planning session was a great opportunity for staff and elected officials to work together. Wolcott congratulated the following staff members for their work anniversaries: Marleta Barr-19 years, Renee Revels-19 years, Lisa Hominga – 15 years, John Buzuvis – 15 years, Mark Farhat – 9 years, Tom Stec – 4 years, Taylur Friend – 2 years.

**6. OLD BUSINESS**

There was no old business.

**7. NEW BUSINESS**

a. Traffic Control Order No. 20-3

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

RESOLUTION 2021-12

WHEREAS The City operates several streets and roads which need traffic control orders; and

WHEREAS A temporary traffic control order has been in place for the alley commonly known as Fleet Street.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby adopt Traffic Control Order number 20-03 for parking restrictions along the alley commonly known as Fleet Street.

BE IT FURTHER RESOLVED THAT the City Clerk shall make Traffic Control Order 20-03 a part of the official meeting minutes of this City Commission Meeting.



**Traffic Control Order**

Traffic Control Order No. 20-3

TO: Maureen Brodie CMC  
City Clerk

FROM: Chris S. Porman  
Street Administrator

RE: Traffic Control Order

DATE: November 23, 2020

Pursuant to the authority provided by Section 28.11.53 of the Uniform Traffic Code of the City of Plymouth, the following traffic regulatory signs are directed to be installed.

Fleet Street in Parking Deck Area:

On Eastbound Fleet, North side of right of way, Install four (4) No Parking Loading Zone/20 Min. Standing Only 5PM-9PM signs on existing concrete columns. Remove existing No Parking Loading Zone signs. All other parking and regulatory signs to remain.

On Northbound Fleet, West side of right of way, Install two (2) No Parking Loading Zone/20 Min. Standing Only 5PM-9PM signs on existing concrete columns. Remove existing No Parking Loading Zone signs. All other parking and regulatory signs to remain.

On Northbound Fleet, East side of right of way, Install two (2) No Parking Loading Zone/20 Min. Standing Only 5PM-9PM signs on rear wall of building at 380 S. Main St. Remove existing No Parking Loading Zone signs. All other parking and regulatory signs to remain.

On Northbound Fleet, East side of right of way, Install one (1) No Parking Loading Zone/20 Min. Standing Only 5PM-9PM signs on rear wall of building at 336 S. Main St. Remove existing No Parking Loading Zone signs. All other parking and regulatory signs to remain.

On Northbound Fleet, East side of right of way, Install one (1) No Parking Loading Zone/20 Min. Standing Only 5PM-9PM signs on rear wall of building at 318 S. Main St. Remove existing No Parking Loading Zone signs. All other parking and regulatory signs to remain.

Parking restrictions other than those listed above exist and are unaffected by this TCO.

This emplacement is ordered temporary subject to review in seventy (70) days with reports and recommendations to the City Manager prior to the expiration of the 90 day test period.

cc: Paul J. Sincok, City Manager  
Al Cox, Director of Public Safety

There was a roll call vote.

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

MOTION PASSED 7-0

b. Strategic Plan and Adoption of One Year Tasks

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

RESOLUTION 2021-13

- WHEREAS The City of Plymouth has a Strategic Plan and has worked collaboratively with the City Commission and the City Administration to work on the plan; and
- WHEREAS The City Commission and City staff are highly committed to the success of the Strategic Plan and there is a need to establish one-year tasks to meet the vision of the plan; and
- WHEREAS The City Commission and City Administration held a workshop on January 25, 2021 with Dr. Lew Bender to establish the one-year tasks for 2021.

NOW THEREFORE BE IT RESOLVED THAT THE City Commission of the City of Plymouth does hereby adopt the following Strategic Plan one-year tasks for 2021:

**\*Goal Area One – Quality of Life**

- Restore sports and recreational programs that were halted by COVID-19 ASAP
- Review and evaluate the special event policy with safety considerations
- Address challenges with the Kellogg Park improvements with safety considerations
- Move Kellogg Park Fountain project forward
- Continue to re-engage service clubs to help enhance parks and public properties
- Increase followers by 2,000 on all our **communications** platforms
- Develop an internal & external communications plan
- Upgrade City Hall facilities to accommodate remote meetings and **remote participation**
- Continue investigating multi-modal transportation opportunities
- Revisit noise ordinance

**\*Goal Area Two – Financial Stability**

- ~~Find a mechanism~~ **Identify mechanisms** for funding sources for capital improvement projects
- Increase funding to the Public Improvement Fund
- Create a potential package for financing emergency structural repairs
- Develop a comprehensive asset management plan that includes a review the equipment fleet
- Search out other possible revenue streams through continued association with the CWW and MML
- Develop a financial plan for public safety
- Continue to make extra payments towards legacy costs
- Monitor outside influences on our revenue sources, including unfunded mandates, the 35th District Court, Library and the PCCS
- Negotiate three labor contracts

**\*Goal Area Three – Economic Vitality**

- Complete Saxton’s development
- Develop municipal parking lot at Saxton’s site
- Support development of 23 parcels adjacent to the Starkweather School property
- Continue to administer the grant and the brownfield plan to support the Pulte project’s completion
- Finish **RRC Redevelopment Ready Communities (RRC)** by the end of **2021 year**
- Develop an annual training calendar for the Planning Commission, the Historic District Commission, the Zoning Board of Appeals and the DDA, and identify a funding source
- Implement temporary plans to assist businesses in recovery efforts

**\*Goal Area Four – Service and Infrastructure**

Explore enhanced pedestrian safety opportunities into targeted intersections  
Research funding opportunities for ADA compliance at the PCC  
Implement 2021 infrastructure program  
Continue training for future career development and succession planning  
Conduct a traffic study to determine whether to make additional streets one way  
Update mapping resources including parcel data, completing 50% by the end of the year  
~~Continue to add multi-modal transportation opportunities where applicable~~  
Update/replace current technology to ensure compliance with new regulations, rules and operating systems.  
Revisit paid parking

Several grammar changes were made.

There was a roll call vote.

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

MOTION PASSED 7-0

c. Wilcox Fountain in Kellogg Park – Award Contract – Action One of Three

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

RESOLUTION 2021-14

WHEREAS The City of Plymouth owns Kellogg Park in the heart of the City and Wilcox Foundation is desirous of replacing the water feature fountain in Kellogg Park with a new Wilcox Fountain; and

WHEREAS The new Wilcox Fountain is being designed and constructed by Outside The Lines (OTL) of Anaheim, California; and

WHEREAS The City Attorney's Office has worked with all parties in this matter to bring this Contract and General Conditions to the City Commission for adoption.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a contract between the City of Plymouth and OTL to design and construct the Wilcox Fountain in Kellogg Park.

BE IT FURTHER RESOLVED THAT The City Clerk of the City shall include a complete copy of the approved contract and general conditions with the official meeting minutes of this City Commission meeting.



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**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND DESIGN-  
BUILDER - LUMP SUM**

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**Document No. 525**

Second Edition, 2010

© Design-Build Institute of America  
Washington, DC

# TABLE OF CONTENTS

Article	Name	Page
Article 1	Scope of Work.....	2
Article 2	Contract Documents.....	2
Article 3	Interpretation and Intent .....	2
Article 4	Ownership of Work Product.....	3
Article 5	Contract Time.....	3
Article 6	Contract Price.....	4
Article 7	Procedure for Payment .....	4
Article 8	Termination for Convenience .....	5
Article 9	Representative of the Parties .....	5
Article 10	Insurance.....	





## Standard Form of Agreement Between Owner and Design-Builder - Lump Sum

*This document has important legal consequences. Consultation with  
an attorney is recommended with respect to its completion or modification.*

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This **AGREEMENT** is made as of the \_\_\_\_\_ day of January in the year of 2021, by and between the following parties, for services in connection with the Project identified below.

**OWNER:**

*(Name and address)*  
City of Plymouth  
201 S. Main  
Plymouth, MI 48170

**DESIGN-BUILDER:**

*(Name and address)*  
Outside the Lines, Inc.  
2150 S. Towne Centre Place, Suite 100  
Anaheim, CA 92806

**PROJECT:**

*(Include Project name and location as it will appear in the Contract Documents)*

Kellogg Park Water Feature  
381 South Main Street  
Plymouth, MI 48170

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

## Article 1

### Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents (the "Work").

## Article 2

### Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract");

2.1.2 The Basis of Design Document is attached as Exhibit A.

2.1.3 This Agreement, including all exhibits and attachments, executed by Owner and Design-Builder: Exhibit A – Basis of Design Document; Exhibit B – Design-Builder's Scope of Work; Exhibit C – Project Schedule; and Exhibit D – Insurance.

2.1.4 The General Conditions of Contract; and

2.1.5 Construction Documents prepared in accordance with Section 2.4 of the General Conditions of Contract.

## Article 3

### Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, this Agreement shall govern.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 Intentionally Omitted

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

## Article 4

### **Ownership of Work Product**

4.1 **Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 **Owner's Limited License Upon Project Completion and Payment in Full to Design-Builder.** Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design.

4.3 **Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate.** If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently possess the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party.

4.3.2. Intentionally Omitted.

4.4 **Owner's Limited License upon Design-Builder's Default.** If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Intentionally Omitted

## Article 5

### **Contract Time**

5.1 **Date of Commencement.** The Work shall commence within five (5) days of the execution of this Agreement by both parties.

5.2 **Final Completion.**

5.2.1 Final Completion of the entire Work shall be achieved no later 220 calendar days after the Date of Commencement ("Scheduled Substantial Completion Date") per Exhibit C.

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows: *(Insert any Interim milestones for portions of the Work with different scheduled dates for Substantial Completion)*

None.

5.2.3 Intentionally Omitted.

5.2.4 Intentionally Omitted.

5.3 **Time is of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 thru 5.7 Intentionally Omitted.

## Article 6

### Contract Price

6.1 **Contract Price.** Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the lump sum of One Million Twenty Five Thousand Dollars (\$1,025,000.00). ("Contract Price"). Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.2 thru 6.4 Intentionally Omitted.

## Article 7

### Procedure for Payment

7.1 **Progress Payments.**

7.1.1 Design-Builder shall submit Design-Builder's Application for Payment monthly to Owner on the Twenty-Fifth (25th) day of each month with the percentages of work completed projected to the end of that month beginning with the first month after the Date of Commencement and in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within fifteen (15) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.1.3 Contract Price includes an Initial Payment of \$25,000.00 which is to be processed upon execution of this Agreement.

7.1.4 Deposits for specialty, custom fabricated and long lead items are identified in Exhibit B, and will be shown on the Schedule of Values as independent line items. All deposits must be received by Design-Builder in a timely manner so as to avoid a schedule delay or escalation in price.

7.2 Intentionally Omitted.

7.3 **Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 **Interest.** Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing fifteen (15) days after payment is due at the rate of One half percent (1/2%) per month until paid.

7.5 Intentionally Omitted.

## **Article 8**

### **Termination for Convenience**

8.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All Work executed and for cost or expense in connection with the executed Work;

8.1.2 The reasonable costs and expenses attributable to such termination; and

8.1.3 The fair and reasonable sums for overhead and profit on the sum of items 8.1.1 and 8.1.2 above in the amount of ten percent (10%).

8.2 Intentionally Omitted.

8.3 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Article 4 hereof.

## **Article 9**

### **Representatives of the Parties**

9.1 **Owner's Representatives.**

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Article 10 the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Paul J. Sincock, City Manager  
City of Plymouth  
201 S. Main  
Plymouth, MI 48170  
(734) 453-1234

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of

Contract and shall be the person to whom all Notices required by the Contract Documents shall be sent: *(Identify individual's name, title, address and telephone numbers)*

Paul J. Sincock, City Manager  
City of Plymouth  
201 S. Main  
Plymouth, MI 48170  
(734) 453-1234

**9.2 Design-Builder's Representatives.**

**9.2.1** Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Article 10 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

John S. Cunningham, Vice President of Operations  
2150 S. Towne Centre Place, Suite 100  
Anaheim, CA 92806  
(714) 637-4747

**9.2.2** Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract and shall be the person to whom all Notices required by the Contract Documents shall be sent: *(Identify individual's name, title, address and telephone numbers)*

John S. Cunningham, Vice President of Operations  
2150 S. Towne Centre Place, Suite 100  
Anaheim, CA 92806  
(714) 637-4747

**9.3 Wilcox Foundation**

**9.3.1** Owner and Design-Builder agree that Design-Builder is authorized to fulfill the requests of The Wilcox Foundation for copies of any and all documents, including, but not limited to, schedules for the execution of work; status reports, change orders, submissions for progress payments and correspondence between Owner and Design-Builder. The Wilcox Foundation Representative and the person to whom all Notices required by the Contract Documents shall be sent is:

The Wilcox Foundation  
c/o Scott Dodge  
6377 Cardeno Drive  
La Jolla, CA 92037  
[Scottdodge24@gmail.com](mailto:Scottdodge24@gmail.com)

## **Article 10**

### **Insurance**

**10.1 Insurance.** Design-Builder shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto as Exhibit D and in accordance with Article 5 of the General Conditions of Contract.

10.2 Intentionally Omitted.

In executing this Agreement, Owner and Design-Buildler each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

**OWNER:**

City of Plymouth  
*(Name of Owner)*

\_\_\_\_\_  
*(Signature)*

Paul J. Sincok  
*(Printed Name)*

City Manager  
*(Title)*

Date: \_\_\_\_\_

**DESIGN-BUILDER:**

Outside the Lines, Inc.  
*(Name of Design-Buildler)*

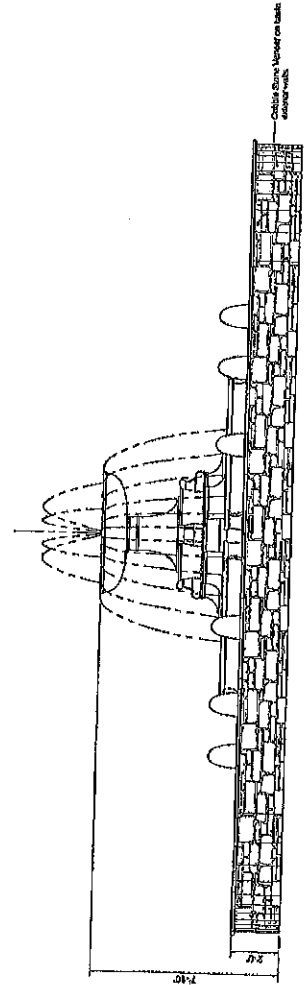
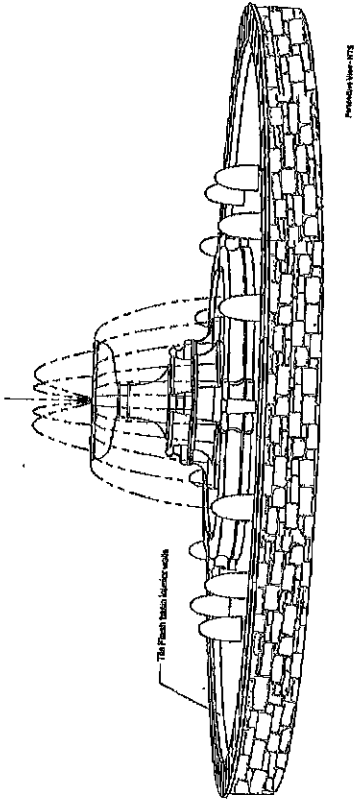
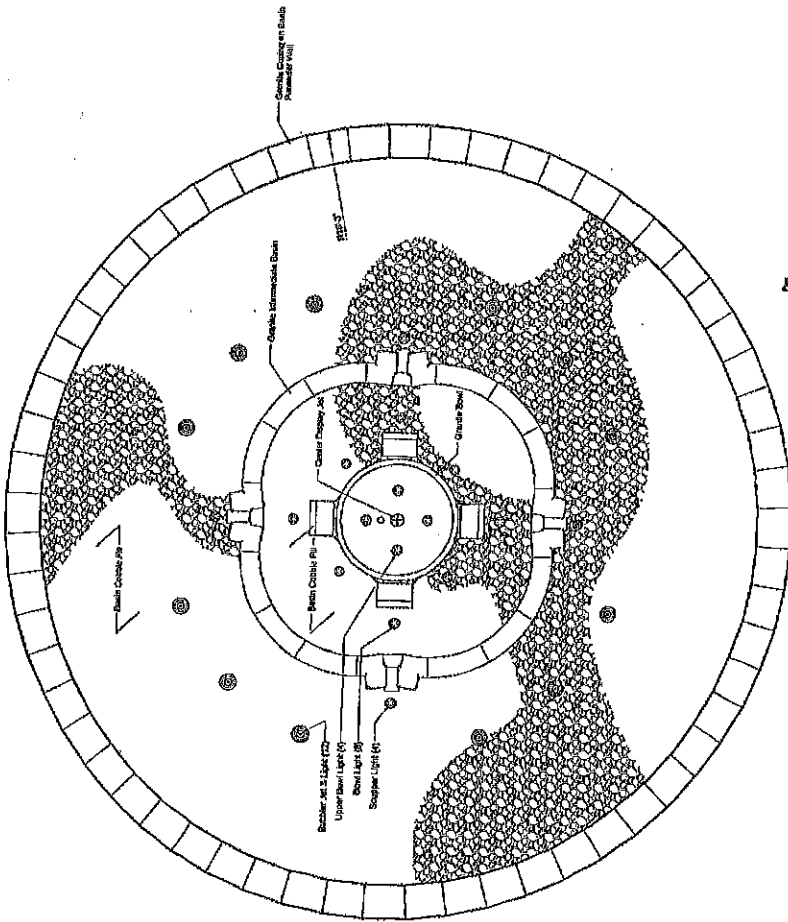
\_\_\_\_\_  
*(Signature)*

J. Wickham Zimmerman  
*(Printed Name)*

Chief Executive Officer  
*(Title)*

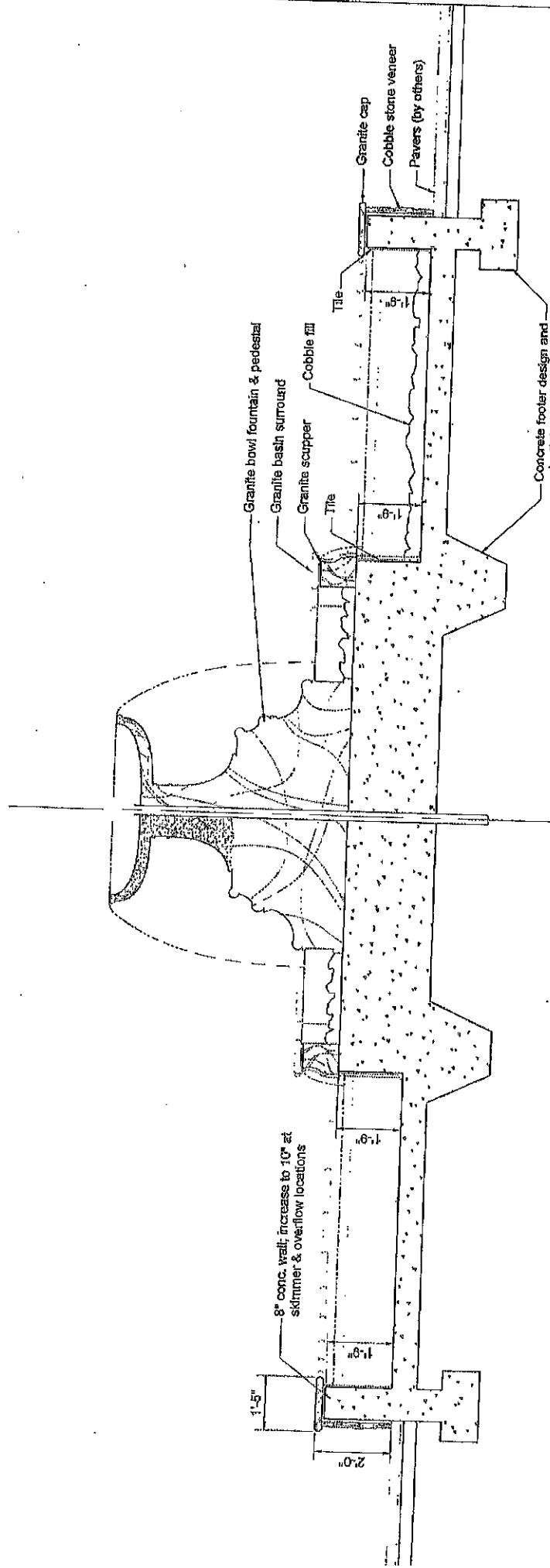
Date: \_\_\_\_\_

# EXHIBIT A





# EXHIBIT A



Sheet 101107

This drawing is the property of the City of San Diego. It is to be used only for the project and site for which it was prepared. It is not to be used for any other project or site without the written permission of the City of San Diego. All rights reserved.

PRELIMINARY DRAWING -  
BUDGETING ONLY

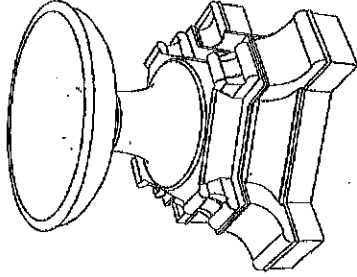
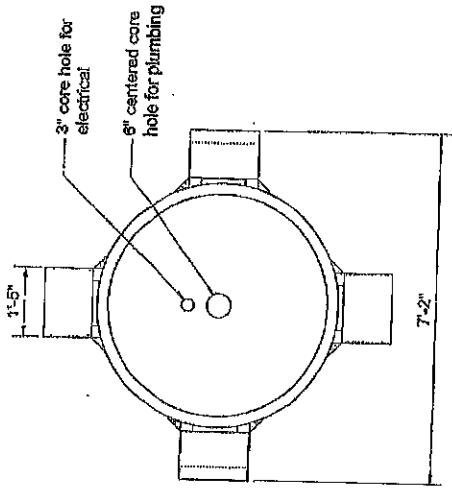
03/14/2020

Section

11000 Park  
SUNSHINE

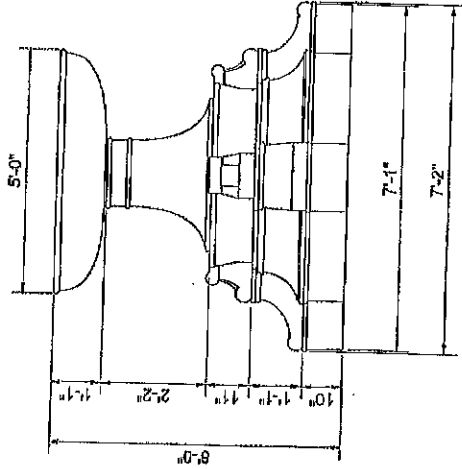
© 2018 CH2M  
HILL  
WATKINS  
MANIFAC

# EXHIBIT A



Perspective View - NTS

NOTE: Fountain centerpiece bowl, column, and base may be fabricated and shipped as multiple pieces; joining/breaks to be approved by OTL



Fountain Centerpiece

Scale: 1/4" = 1'-0"

This drawing is the property of the client and is to be used for the project only. It is not to be reproduced, copied, or distributed without the written consent of the architect. The architect shall be responsible for the accuracy of the information and dimensions shown on this drawing.

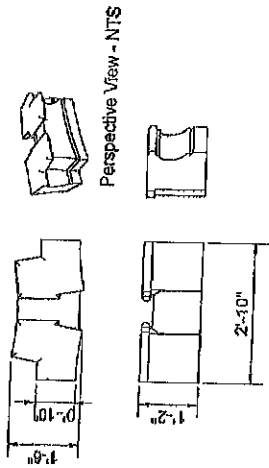
PRELIMINARY DRAWING -  
SUSCEPTIBLE TO CHANGE

03/04/2009

Grants Details

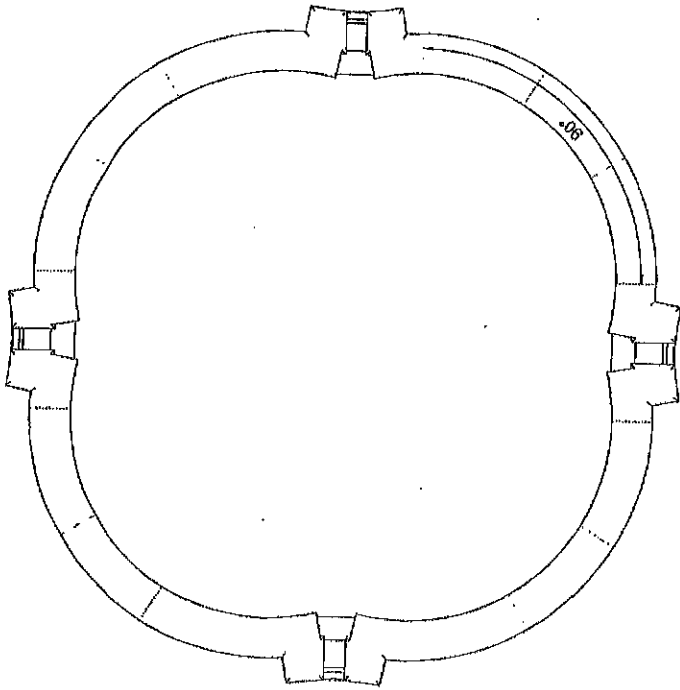
Kellogg Park  
Fountain

# EXHIBIT A

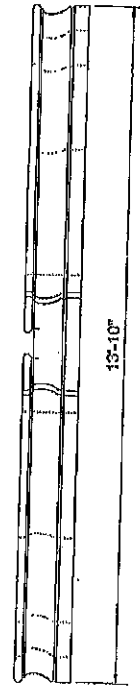


Granite Basin Scupper  
Qty: 4

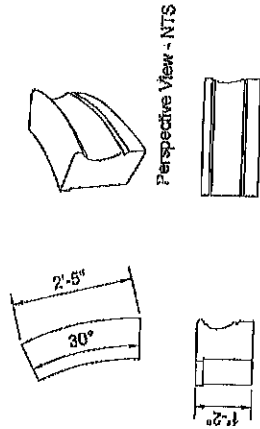
Perspective View - NTS



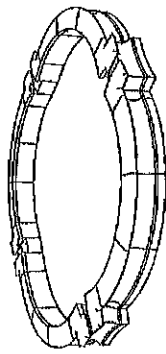
Granite Basin Surround



Granite Basin Surround  
Qty: 12



Perspective View - NTS



Perspective View - NTS

Scale: 1/4" = 1'-0"

## EXHIBIT B

### Scope of Work

#### DESIGN SERVICES

1. In concert with the Project Team, finalize the water features design criteria.
2. Provide Construction Documents (suitable for permits) for the water feature construction, mechanical and electrical systems.

#### CONSTRUCTION SERVICES

1. CIP concrete fountain basin and walls.
2. Waterproofing for interior of fountain basin walls.
3. Tile finish for the interior basin walls. Tile will be Allante Black 4x12 Porcelain Tile in Matte Finish.
4. Custom carved Steel Grey Granite center bowl and mid-level weir wall/scuppers.
5. Steel Grey Granite perimeter caps.
6. K2 cobble veneer for the exterior basin wall veneer.
7. Natural cobble for the interior basin floors.
8. Complete recirculation and filtration system including below grade equipment vault, effect pumps, filter pump, filter, water quality system, custom upper center nozzle, lower bowl cascade jets, intakes, skimmers, discharges, level sensor/control, overflow stub-out and all necessary PVC pipe and fittings.
9. Fountain lighting, total of 30 lights with all necessary conduit, wire and hook-up to control panel located in the vault.
10. Start-up and commissioning.
11. Provide all labor and materials to construct/install the Project pursuant to the Contract and Construction Documents

#### QUALIFICATIONS

1. Accelerated construction schedule requiring overtime have not been included at this time.
2. Budget is based on open shop and non-prevailing wage rates.
3. Excavation, trenching and backfill for vault and recirculation pipe is included based on using excavated material for backfill. Any leftover spoils shall be left in the immediate areas for removal and/or use by others.
4. Drainage tile under the fountain concrete will be included and stubbed out 5' from fountain (for tie into site drainage system by others).

## EXHIBIT B

5. All construction work and stocking of material shall be performed during normal working hours under one continuous move-in.
6. Deposits will be required.
7. Clear access (15' wide (minimum) access roads) to and around the work areas shall be made available to OTL for the duration of the project.
8. Suitable space on premises shall be made available to OTL for storage containers, material and equipment lay down.
9. OTL's standard one-year warranty applies from date of substantial completion of OTL's work.

## EXCLUSIONS

1. Costs related to dewatering (permanent and temporary), storm damage or similar events.
2. All excavation and sub-grade (base) preparation for water feature to within +/- 0.1' of concrete subgrade by others.
3. All clearing, grubbing and demolition.
4. All survey.
5. Excavation and/or trenching of bedrock, hardpan or caliche (if present).
6. All import, export or trucking of soil.
7. Walkways and paving outside of the water feature.
8. Maintenance of the water feature.
9. Cold weather work / protection / tenting / heating / loss of productivity.
10. BIM modeling.
11. Permits and fees.
12. Parking, construction water, construction power, trash dumpsters and temporary toilet facilities is by others.
13. Electrical service and hook-up to control panel located in the water feature vault is by others.
14. Domestic water supply (backflow prevented) to water feature and vault to be provided by others.
15. Gravity sanitary sewer/storm drain requirements (with p-trap to meet codes) to water feature and vault by others.



ACORD™

Client#: 515029

EXHIBIT D

OUTSITHELI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
Marsh & McLennan Ins. Agency LLC
1 Polaris Way #300
Aliso Viejo, CA 92656

Table with contact information for Katie McCoy and a list of insurers including The Continental Insurance Company, Everest National Insurance Company, Scottsdale Insurance Company, Illinois Union Insurance Company, and Continental Casualty Company.

INSURED
Outside the Lines, Inc.
2150 S. Towne Centre Place, Suite 100
Anaheim, CA 92806

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table listing insurance policies with columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS. Includes policies for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

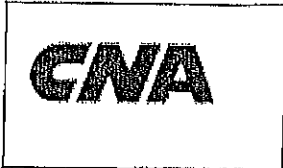
CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Handwritten signature of the authorized representative.



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this coverage part, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part your acts or omissions, or the acts or omissions of those acting on your behalf:
  - A. in the performance of your ongoing operations subject to such **written contract**; or
  - B. in the performance of your work subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. the **written contract** requires you to provide the additional insured such coverage; and
    - 2. this coverage part provides such coverage.

II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this coverage part, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of your work that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
  - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.

CNA75079XX (10-16)

Policy No:

Endorsement No:

Effective Date:

Insured Name:





**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:

**Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a written contract requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a claim from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the bodily injury or property damage; or
  2. the offense that caused the personal and advertising injury;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

CNA75079XX (10-16)

Policy No:

Endorsement No:

Effective Date:

Insured Name:



**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

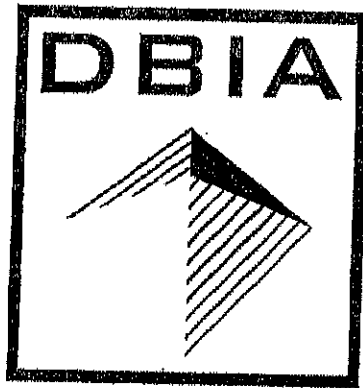
Policy No:

Endorsement No:

Effective Date:

Insured Name:

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**STANDARD FORM OF GENERAL  
CONDITIONS OF CONTRACT  
BETWEEN OWNER AND  
DESIGN-BUILDER**

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**Document No. 535**

Second Edition, 2010

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Washington, DC



## TABLE OF CONTENTS

Article	Name	Page
Article 1	General.....	1
Article 2	Design-Builder's Services and Responsibilities.....	2
Article 3	Owner's Services and Responsibilities.....	6
Article 4	Hazardous Conditions and Differing Site Conditions.....	7
Article 5	Insurance.....	8
Article 6	Payment.....	9
Article 7	Indemnification .....	11
Article 8	Time .....	13
Article 9	Changes to the Contract Price and Time .....	13
Article 10	Contract Adjustments and Disputes .....	14
Article 11	Stop Work and Termination for Cause .....	15
Article 12	Electronic Data .....	16
Article 13	Miscellaneous.....	17

## Article 1

### General

#### 1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

#### 1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum* (2010 Edition).

1.2.2 *Basis of Design Document* is attached as Exhibit A to the 525 included within the Contract Documents.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any Items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition).

1.2.10 Intentionally Omitted.

1.2.11 Intentionally Omitted

1.2.12 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the

Project or Site, the practices involved in the Project or Site, or any Work.

**1.2.14** Intentionally Omitted.

**1.2.15** *Site* is the land or premises on which the Project is located.

**1.2.16** *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

**1.2.17** *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

**1.2.18** *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

**1.2.19** *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

## Article 2

### Design-Builder's Services and Responsibilities

#### 2.1 General Services.

**2.1.1** Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

**2.1.2** Design-Builder shall provide Owner and the Wilcox Foundation with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; and (iv) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time.

**2.1.3** Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

**2.1.4** The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents. The meeting will be Coordinated by the Design-Builder.

## **2.2 Design Professional Services.**

2.2.1 Design-Build shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Build, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Build to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

## **2.3 Standard of Care for Design Professional Services.**

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

## **2.4 Design Development Services.**

2.4.1 Design-Build and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Build and Owner shall meet and confer about the submissions, with Design-Build identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Build and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Build's schedule.

2.4.2 Design-Build shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Build shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Build to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Build may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.4.5 Owner will review and approve the interim design submissions in a timely manner as required to meet the construction schedule.

## **2.5 Legal Requirements.**

2.5.1 Design-Build shall perform the Work in accordance with all Legal Requirements and shall

provide all notices applicable to the Work as required by the Legal Requirements.

**2.5.2** The Contract Price and/or Contract Time shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

## **2.6 Government Approvals and Permits.**

**2.6.1** Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

**2.6.2** Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

## **2.7 Design-Builder's Construction Phase Services.**

**2.7.1** Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, start-up, material, equipment and machinery to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

**2.7.2** Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

**2.7.3** Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

**2.7.4** Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

**2.7.5** Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

**2.7.6** Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

## **2.8 Design-Builder's Responsibility for Project Safety.**

**2.8.1** Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder



shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

**2.8.2** Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

**2.8.3** Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

## **2.9 Design-Builder's Warranty.**

**2.9.1** Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, failure to maintain the Work in a commercially reasonable manner or modifications performed by others. THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY DESIGN-BUILDER. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion. Nothing in this provision shall be interpreted to limit in any manner the Owner's legal remedies for breach of this Agreement.

## **2.10 Correction of Defective Work.**

**2.10.1** Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work.

**2.10.2** Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. Design-Builder must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

**2.10.3** The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

## Article 3

### Owner's Services and Responsibilities

#### 3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of Interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder and the Wilcox Foundation timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

#### 3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 To the extent available, surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 To the extent available, geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, parking for workers, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.1.7 Utilities for Design-Builder to commence and complete the Work on the Project.

3.2.1.8 Six (6) foot temporary fencing around the Project and adjacent materials, equipment, and storage.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

#### 3.3 Financial Information.

3.3.1 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents.

3.3.2 Intentionally Omitted.

### **3.4 Owner's Representative.**

**3.4.1** Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

### **3.5 Government Approvals and Permits.**

**3.5.1** Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees.

**3.5.2** Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

### **3.6 Owner's Separate Contractors.**

**3.6.1** Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

**3.6.2** Owner through its separate contractors shall demolish, remove, and grade/fill the existing water feature and establish a grade of +/- .10' prior to Design-Builder's commencement of its Work.

## **Article 4**

### **Hazardous Conditions and Differing Site Conditions**

#### **4.1 Hazardous Conditions.**

**4.1.1** Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

**4.1.2** Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless.

**4.1.3** Design-Builder shall be obligated to resume Work at the affected area of the Project only after (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

**4.1.4** Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

**4.1.5** To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

#### 4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions."

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after Design-Builder's knowledge that such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

## Article 5

### Insurance

#### 5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit D to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) should any insurance coverage be canceled prior to the expiration date thereof that written notice will be delivered in accordance with the policy as amended by any endorsements. Owner will be included as an additional insured on Design-Builder's insurance in accordance with the policy as amended by any endorsements. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

##### 5.1.1 Intentionally Omitted

#### 5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

#### 5.3 Owner's Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located Builder's Risk Insurance upon the Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property and will name Design-Builder as an additional insured..

5.3.2 Intentionally Omitted.

5.3.3 Intentionally Omitted.

5.3.4 Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Intentionally Omitted

## Article 6

### Payment

#### 6.1 Schedule of Values.

6.1.1 Unless required by the Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

#### 6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment through the end of the month. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents.

6.2.2 The Application for Payment will include any deposits that Design-Builder must make for custom fabricated or specialty items. Payment for these deposits shall be made by the Owner in sufficient time so that the Design-Builder's progress is not delayed. No retainage shall be withheld from any deposit amounts.

6.2.3 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.4 All discounts offered by Subcontractors, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.5 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point

indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon Design-Builder's receipt of payment.

### **6.3 Withholding of Payments.**

**6.3.1** On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

**6.3.2** Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

### **6.4 Right to Stop Work and Interest.**

**6.4.1** If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

### **6.5 Design-Builder's Payment Obligations.**

**6.5.1** Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

**6.5.2** Design-Builder shall initiate and uphold the provisions of the Michigan Construction Lien Act, including, but not limited to, providing to Owner, with each request for payment, a Sworn Statement and Conditional Waivers of Lien from Subcontractors and Materials Providers. Design-Builder will provide Unconditional Waivers of Lien from Subcontractors and Material Providers for which Design-Builder has received payment.

### **6.6 Substantial Completion.**

**6.6.1** Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

**6.6.2** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

**6.6.3** Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the

portion of Work addressing the Items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

## **6.7 Final Payment.**

**6.7.1** After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

**6.7.2** At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

**6.7.2.1** An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work for which Design-Builder has previously been paid and which will in any way affect Owner's interests;

**6.7.2.2** A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

**6.7.2.3** Consent of Design-Builder's surety, if any, to final payment;

**6.7.2.4** All operating manuals, warranties and other deliverables required by the Contract Documents; and

**6.7.3** Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

**6.7.4** Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

## **Article 7**

### **Indemnification**

#### **7.1 Patent and Copyright Infringement.**

**7.1.1** Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

**7.1.2** If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's

expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

**7.1.3** Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

**7.1.4** The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

**7.2 Intentionally Omitted**

**7.3 Payment Claim Indemnification.**

**7.3.1** Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

**7.4 Design-Builder's General Indemnification.**

**7.4.1** To the fullest extent permitted by law, Design-Builder shall indemnify, hold harmless and defend Owner, its officers, directors, elected officials, agents, insurers and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

**7.4.2** If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.



**7.5 and 7.6 Intentionally Omitted**

**Time**

**8.1 Obligation to Achieve the Contract Times.**

**8.1.1** Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time in accordance with Article 5 of the Agreement.

**8.2 Delays to the Work.**

**8.2.1** If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

**8.2.2** In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price.

**Article 9**

**Changes to the Contract Price and Time**

**9.1 Change Orders.**

**9.1.1** A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

**9.1.1.1** The scope of the change in the Work;

**9.1.1.2** The amount of the adjustment to the Contract Price; and

**9.1.1.3** The extent of the adjustment to the Contract Time.

**9.1.2** All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

**9.1.3** If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

**9.2** If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof.

**9.3 Emergencies.** In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time on account of emergency work shall be determined as provided in this Article 9.

**9.4 and 9.5 Intentionally Omitted**

## Article 10

### Contract Disputes

#### 10.1 Notice of Contract Disputes.

**10.1.1** If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request. Given that this is a lump-sum contract, Design-Builder is not entitled to any contract changes or amendments.

#### 10.2 Dispute Avoidance and Resolution.

**10.2.1** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

**10.2.2** Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

**10.2.3** If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

**10.2.4** If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

#### 10.3 Arbitration.

**10.3.1** Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise.

**10.3.2** The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

**10.3.3** Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

**10.4** **Duty to Continue Performance.** Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

**10.5** **CONSEQUENTIAL DAMAGES.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

## **Article 11**

### **Stop Work and Termination for Cause**

#### **11.1 Owner's Right to Stop Work.**

**11.1.1** Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

**11.1.2** Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by Owner.

#### **11.2 Owner's Right to Perform and Terminate for Cause.**

**11.2.1** If Design-Builder persistently fails to (i) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, (ii) comply with applicable Legal Requirements, (iii) timely pay, without cause, to the extent it has previously been paid, Design Consultants or Subcontractors, or (iv) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

**11.2.2** Upon the occurrence of an event set forth in Section 11.2.1 above, Owner shall provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner shall give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

**11.2.3** Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner shall be entitled to an interest in and the use of only those materials and supplies at the project site for which payment has been made to Design-Builder. Under no circumstances shall Owner be entitled to any interest in or use of Design-Builder's tools, machinery or equipment, regardless of whether the same are located on the Project site. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder.

**11.2.4** Intentionally Omitted.

### **11.3 Design-Builder's Right to Stop Work.**

**11.3.1** Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

**11.3.1.1** Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

**11.3.1.2** Intentionally Omitted

**11.3.2** Should any of the events set forth in Section 11.3.1 above occur, Design-Builder shall provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time to the extent it has been adversely impacted by such stoppage.

### **11.4 Design-Builder's Right to Terminate for Cause.**

**11.4.1** Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

**11.4.1.1** The construction and installation Work (not the design services) has commenced and has then been stopped for one hundred and eighty (180) consecutive days, or more than one hundred and eighty (180) days during the duration of the Project, because of court order, pandemic, or any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

**11.4.1.2** Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

**11.4.1.3** Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

**11.4.2** Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder shall provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder shall give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

### **11.5 Intentionally Omitted.**

## **Article 12**

### **Electronic Data**

#### **12.1 Electronic Data.**

**12.1.1** The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies

(collectively "Electronic Data").

12.2 Intentionally Omitted.

## Article 13

### Miscellaneous

- 13.1 **Assignment.** Neither Design-Build nor Owner shall, without the written consent of the other, assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.
- 13.2 **Successorship.** Design-Build and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.
- 13.3 **Governing Law.** This Agreement and all Contract Documents shall be governed by the laws of the State of Michigan.
- 13.4 **Severability.** If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.
- 13.5 **No Waiver.** The failure of either Design-Build or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.
- 13.6 **Headings.** The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 13.7 **Notice.** Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.
- 13.8 **Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writings signed by a duly authorized representative of each party.

Ellen Elliott, 404 Irvin, said she appreciated that the City and the citizens were able to work together to move the project forward.

There was a roll call vote.

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

d. Wilcox Fountain in Kellogg Park – Grant Agreement – Action Two of Three

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

RESOLUTION 2021-15

- WHEREAS The City of Plymouth is the owner of Kellogg Park and the Wilcox Family Foundation has generously offered to fund the new Wilcox Fountain in Kellogg Park; and
- WHEREAS The City of Plymouth and the City of Plymouth Downtown Development Authority has committed a total of \$50,000 to the project; and
- WHEREAS There is need to formalize an agreement between the City and Wilcox Family Foundation.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the Grant Agreement between the City of Plymouth and the Wilcox Family Foundation.

BE IT FURTHER RESOLVED THAT the City Clerk shall include a complete copy of the Grant Agreement as a part of the meeting minutes of this City Commission meeting.

Several typographical errors were pointed out and there was a discussion about signage and benches.

GRANT AGREEMENT

**The Wilcox Family Foundation**

This Grant Agreement ("Agreement") is made by and between the CITY OF PLYMOUTH, a Michigan municipal corporation, whose address is 201 South Main Street, Plymouth, Michigan 48170 (the "City"), and the WILCOX FAMILY FOUNDATION, a Michigan non-profit corporation, whose address is 6377 Cardeno Drive, La Jolla, California 92037 (the "Foundation"). Based on the Recitals below, and in consideration of the mutual promises and benefits herein, the parties agree as follows.

RECITALS

The Foundation wishes to make a gift to the City in connection with the donation and construction of a Fountain in Kellogg Park ("Fountain") for the use and benefit of the City and the Plymouth community.

The City desires to accept the gift, subject to the terms and conditions set forth in this Agreement, and in consideration of the gift, the City will name and refer to the Fountain as the "Wilcox Fountain."

AGREEMENT

1. The Grant. The parties agree that the Foundation, as grantor, will make a gift and donate, as described herein, to the City and the City will use the gift funds for the purchase and construction of the Fountain, pursuant to the terms set forth herein, to be owned by the City and name and refer to the Fountain as the "Wilcox Fountain." The Fountain will be constructed on the same site of a fountain currently located in Kellogg Park.

2. Grant Amount. The Foundation agrees to make a gift to the City for the donation of a Fountain, including the provision of all labor and material of its construction (collectively, the "Construction Work") to be provided by Outside the Lines ("OTL"), and for the construction of certain related site work ("Site Work") to be provided by Shaw Construction, Inc. ("Shaw"). The amounts from these companies are as follows:

OTL Contract	\$1,025,000.00	Attached hereto as <b>Exhibit A</b>
Shaw Proposal	\$195,449.10	Attached hereto as <b>Exhibit B</b> <sup>1</sup>
Proposals total	\$1,220,449.10	

<sup>1</sup> The proposal includes a \$10,000 allowance for electrical. As of the date of this Agreement, that has been increased to \$30,000 which will be treated as a lump sum not-to-exceed amount to be billed against on a time and material basis. The Foundation has agreed to fund any costs that might exceed the original \$10,000 allowance up to the amount of \$30,000.

The City and the Downtown Development Authority have agreed to pay the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) toward the Construction Work and Site Work. Accordingly, the amount of the gift from the Foundation will be the sum of the two proposals less the City's \$50,000.000 contribution or the total amount of One Million, One Hundred Seventy Thousand, Four Hundred Forty-Nine and 10/100 Dollars (\$1,170,449.10)<sup>2</sup>.

The construction of the Fountain shall be consistent with the initial schematics submitted by OTL, attached hereto as Exhibit C, and Shaw's final construction plans with the exception of minor deviations necessary to complete the Fountain project. The Foundation will not have any responsibility or obligation absent written modifications of this Agreement for future additional funding, including funding for any cost overruns, cost increases, change orders, costs incurred due to delays as a result of bad weather or otherwise or any other costs, unforeseen or not, that may arise in connection with completing the Fountain project.

3. Acceptance of Grant. The City, as grantee, accepts the Foundation's Grant, subject to the terms and conditions of this Agreement. Further, this acceptance is made in accordance with City Charter Section 5.14 allowing the City Commission to receive any gift to the City and apply the same in accordance with the terms and conditions of such gift.

4. Payment of the Grant. The entire amount of the Grant funds shall be deposited with an escrow agent, mutually agreed upon by the Foundation and City. The Grant funds will be disbursed directly to the contractors in installments as the construction progresses. Payments will be made by separate disbursements directly to OTL and Shaw (the "Contractors") upon the Foundation, or its authorized agent, being provided with a Contractor's payment request approved by the City for work satisfactorily performed to the extent of the amounts of the Grant designated for the Construction Work and the Site Work, respectively. Such payment requests shall be in form and substance acceptable to the City and contain such information as is customarily provided to owners in a construction project. Such payment requests may be made on a monthly basis. Payments for approved payment requests will be made within fifteen (15) days of receipt of an completion payment request of the Contractors and a certification by the City to the Foundation that: (i) the payment request submitted by the Contractor is for work that is in conformity with the plans, specifications, and City codes, (ii) the work comprising the payment request has been satisfactorily completed, and (iii) the payment request is correct. Any fees charged by the escrow agent shall be paid by the Foundation with funds independent of this Grant.

5. Use of the Grant Funds. The Grant funds shall be solely used to pay the costs of the Construction Work and Site Work and related expenses and costs. The Grant funds are being provided for the express purposes stated above which are in accordance with the uses permitted by Internal Revenue Code Section 501 (c)3 and the Foundation's governing documents.

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<sup>2</sup> See Footnote 1 for possible additional funding by the Foundation.

If the entire amount of the Grant funds designated for either Site Work or Construction Work and related expenses and costs is not expended, any surplus funds will be used for enhancements to the Fountain or Kellogg Park, as mutually agreed to by the City and Foundation.

6. City Agreements. In consideration for receiving the Grant, the City agrees as follows:

a. Contracts. The City will endeavor to execute written contracts with both OTL and Shaw by March 1, 2021, including detailed milestone payment schedules for each Contractor, subject to approval by the City Commission. The City will construct the Fountain as set forth in the OTL design attached hereto as **Exhibit C**, subject to the color and materials selected by the Foundation being first approved by the Historic District Commission. The City will not make any material modifications to the Fountain location, design or materials without written approval of the Foundation. If both contracts are not fully executed by that date and/or the City Commission has not approved the contracts, notwithstanding anything else to the contrary contained herein, this Agreement will terminate. Such contracts shall observe all City ordinances and other requirements for public works projects. Shaw Construction shall appear on behalf of the Fountain project at any City meetings requiring approval at no additional cost or expense to the City.

b. Project Start Date. The City will commence the project, starting with design, no later than February 15, 2021.

c. Fountain Name. The City will name and refer to the Fountain as the "Wilcox Fountain." The name of the Fountain will continue for fifty (50) years and, at the end of such term, shall automatically renew for another like term unless the Fountain has been completely replaced in which case the City may rename the Fountain. The name will be exclusive and no other Fountain sponsors', donors' or other contributors' plaques or acknowledgements shall be placed within fifty (50) feet of the Fountain commemorating any contributions (other than temporary signs erected for City or other permitted events at Kellogg Park).

d. Future References. The City, to the extent reasonably possible, agrees to make reference to the "Wilcox Fountain" (not "the Fountain" or the "Kellogg Park Fountain") on City maps, publicity materials, informational drawings that are prepared or published by the City which publicly show or depict Kellogg Park and the Fountain. No commercial advertising or signage shall be placed within fifty (50) feet of the Fountain other than:

- (i) signage regarding safety or directional matters ; or
- (ii) temporary commercial signage erected for City or other permitted events at Kellogg Park.



e. Bronze Plaque. The City will permit a permanent bronze plaque to be placed in a prominent location near the Fountain (such as on the perimeter of the surrounding pavers), in the Foundation's sole discretion, and will maintain and replace the plaque, as necessary, with a plaque of equal quality, including the replacement of a stolen, vandalized or damaged plaque. The plaque shall be of a size of approximately 24'x30' (or similar size or configuration) and shall state:

Wilcox Fountain

This Fountain was made possible by a grant from The Wilcox Foundation, at the request of Jack Wilcox, in memory of his parents, George and Harriet Wilcox, and in recognition of 150th Anniversary of the founding of the Village of Plymouth in 1867.

The Plaque will be mounted on a brick or block base or plinth, in the Foundation's sole discretion, and will conceptually appear like a podium where the plaque can be approached and read. The City acknowledges, understands and agrees that the naming of the Fountain and plaque placement are an integral and essential part of this Agreement and without the City's promise to name it the "Wilcox Fountain," the Foundation will not make this Grant.

Such plaque will require Historic District Commission and perhaps other City approvals for content, design and location.

The Foundation shall provide and be responsible for installation of the plaque at its sole cost and expense, in coordination with the City's Contractors.

f. Benches. The City agrees that the Foundation will have the option to provide and install benches at the Foundation's cost around the perimeter of the pavers surrounding the Fountain promptly after completion of the installation of the pavers. The Foundation will select the design to be complementary to the Fountain. An attempt will be made to save the existing pavers, if reasonably feasible.

The benches will be subject to City and perhaps other municipal approvals as to type, color and location. The Foundation agrees that once installed, the benches will become the property of the City.

g. Design. OTL and Shaw will design and construct the Fountain and City will have no responsibility or liability regarding the Fountain.

7. Publicity. For purposes of publicizing the Grant, the City will have the right, without charge, to use photographs of Jack Wilcox and his family and use the names, likenesses, and images of the family in photographic, audiovisual, digital or any other form of medium (the "Media Materials") and to use, reproduce, distribute, exhibit, and publish

the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and marketing materials, and reports and publications describing City's development and business activities.

8. Maintenance and Insurance. The City will maintain the Fountain and keep it in good working order (subject to downtime for repair, maintenance, design defects and when the City, in its sole discretion, determines the Fountain should not be in operation for the public's health, safety and welfare or to protect the Fountain) and maintain insurance for personal liability and property damage, as part of the City's standard insurance coverage. The Foundation will have no responsibility to maintain the Fountain or for any liability whatsoever.

9. Representations by City. The City represents that, to the best of its knowledge and after diligent search of City records, there are no outstanding agreements, contracts or commitments of any kind with any other third parties that exist which would prohibit the City from exclusively naming the Fountain "Wilcox Fountain." The Foundation is relying on these representations in making the Grant.

10. Default/Mediation. If either the Foundation or City asserts there has been a default hereunder, such party shall deliver a written notice of default specifying such default. The other party shall have fourteen (14) days to respond to such written notice of default. In the event of any controversy or claim arising out of this Agreement, or the rights or obligations of the parties, the parties shall try to settle their differences in good faith amicably between themselves. If such individuals are unable to resolve the dispute, then either party may give the other party a written notice of intent to mediate the dispute and, within thirty (30) days of such written notice, the parties shall refer the dispute to non-binding mediation before resorting to litigation, unless doing so would cause an applicable statute of limitations to expire. Such mediation shall be conducted pursuant to the commercial mediation rules of the American Arbitration Association with costs shared equally. If any unresolved matter is not resolved within 30 days following referral to non-binding mediation, either party may seek any remedy at law or in equity that may be available and in any such litigation or where a party seeks a declaration of any rights under this agreement, the prevailing party shall be awarded its reasonable its attorneys fees and costs incurred.

11. Assignment. This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party. Notwithstanding the foregoing, nothing hereunder shall prevent the City from (i) contracting, in its sole discretion, with third parties for maintenance of the Fountain; or (ii) the City transferring ownership of Kellogg Park to another municipal entity, as allowed under law.

12. Foundation Authority. The Foundation represents and warrants that the Foundation: (i) has the requisite authority to enter into this Agreement; (ii) the Grant will

not violate the Foundation's organizational documents or bylaws; and (iii) the Foundation's Board of Trustees has approved the Grant to the City and disbursement of Grant funds.

13. Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreements, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties.

14. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan.

15. City of Plymouth Approvals. This Agreement, including the naming of the Fountain, is strictly subject to the approvals by the City or its boards and commissions stated or referenced herein, the color and materials are subject to approval by the Historic District Commission and the Agreement will not be effective unless and until all such approvals are granted by the respective City boards and commissions. Further, the Fountain project is subject to approvals consistent with the City's Monument Policy adopted October 18, 1993.

16. Agreement Execution Date. This Agreement must be executed by the City and the Foundation by February 15, 2021. If not executed by that date, the Foundation's offer to make the Grant described herein shall terminate.

Agreed to and accepted by:

CITY OF PLYMOUTH

WILCOX FAMILY FOUNDATION, INC.

By: \_\_\_\_\_  
Oliver Wolcott

By: \_\_\_\_\_  
Scott Dodge

Its: Mayor

Its: President

Dated: February \_\_\_\_, 2021

Dated: February \_\_\_\_, 2021

Open.09992.80334.23568931-1

There was a roll call vote.

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

MOTION PASSED 7-0

e. Wilcox Fountain in Kellogg Park – Disbursement Agreement – Action Three of Three

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

RESOLUTION 2021-16

WHEREAS The Wilcox Foundation is providing funding for the Wilcox Fountain in Kellogg Park and this construction project will require that payments be authorized to be made to the vendors in this project; and

WHEREAS The Wilcox Foundation has established a Disbursement Agreement between the Wilcox Foundation and Cole, Newton & Duran, a public accounting firm; and

WHEREAS Under the terms of the agreement the City will be required to authorize payment to the vendors based on the submittals turned in by the vendors.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the Mayor to sign the Disbursement Agreement on behalf of the City of Plymouth.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby directed to include a complete copy of the Disbursement Agreement with the official meeting minutes of this City Commission Meeting.

## DISBURSEMENT AGREEMENT

This Disbursement Agreement ("Agreement") is made this \_\_\_\_\_ day of January, 2021 between the Wilcox Foundation, a Michigan non-profit corporation, ("Foundation") whose address is 1345 Park Place, Plymouth, Michigan, and Cole, Newton & Duran, a public accounting firm, (the "Firm") whose address is 33762 Schoolcraft Road, Livonia, Michigan 48150 and it shall become effective when signed by all parties

### Recitals

- A. The Foundation has entered into a Grant Agreement with the City of Plymouth ("City") wherein the Foundation is making a grant to the City to be used for the installation of a fountain in Kellogg Park ("Fountain") in the City of Plymouth.
- B. The Fountain project will be completed by two contractors. Outside the Lines ("OTL") will provide the Fountain structure and Shaw Construction Company ("Shaw") will provide site work, ("Contractors").
- C. The City and the Foundation have agreed that the grant funds shall be placed with a third-party that will administer the disbursement of the grant funds to the Contractors as provided herein.
- D. The Firm has agreed to be the third-party administrator and to disburse the grant funds as provided herein.

Now Therefore, for valuable consideration, the parties hereto mutually agree as follows:

- 1. The Foundation will deposit the City's grant funds in the amount of \$1,170,449.10, with the Firm, less the amount of any deposits relating to the Contractors' contracts with the City previously made by the Foundation. Additional funds may be added to cover any Change Orders. The Firm will deposit the funds in the Community Financial Credit Union.
- 2. Term. The term of this Agreement will commence when it has been signed by all parties and will end when all funds have been disbursed in accordance with the terms hereof.
- 3. The Firm will hold the funds in a segregated non-interest-bearing account and make periodic disbursements directly to the Contractors as provided herein.
- 4. During the term of this Agreement, the Firm need not be concerned with the sufficiency of the funds necessary to complete the project, whether or not the construction will be completed, whether or not it is in conformity with the specifications or the quality of the work.
- 5. The Firm shall disburse the grant funds by check directly to the Contractors within five (5) days of the receipt of a Payment Request from the City approving payment and containing a Certification by the City to the Foundation stating that:

- a. the City has reviewed the Payment Request and has inspected the work;
- b. the Payment Request submitted by the Contractor is for work that is in conformity with the plans, specifications, and City codes;
- c. the work comprising the Payment Request has been satisfactorily completed;
- d. the Payment Request is accurate.

6. Should the Foundation notify the Firm of an objection to any disbursement pursuant to this Agreement, the Firm shall hold the funds in its possession in a non-interest bearing account until new instructions are received.

7. If new joint instructions are not forthcoming within a reasonable time, the Firm may commence an interpleader action in the proper court of competent jurisdiction and deposit all funds and documents with the court, retaining any and all amounts necessary to pay the Firm's costs and reasonable attorneys' fees for taking such action.

8. As consideration for performing the duties described herein, Foundation agrees to pay the Firm its hourly rate of \$200 for all time spent performing its duties as stated herein and will pay for all reasonable expenses incurred in such performance. The Firm will submit monthly statements to the Foundation.

9. The Foundation acknowledges that the Firm is acting at the request of the Foundation and hereby agrees to indemnify, defend and hold the Firm and the City harmless from all liability relating to any acts performed in good faith under this Agreement. The liability of the Firm and its employees relating to this Agreement shall be limited to the lesser of any actual damages or the amount of the construction funds undisbursed to the Contractors under this Agreement.

10. The Foundation acknowledges that the Firm is acting at the request of the Foundation and hereby releases and holds the Firm harmless from liability for any acts performed in good faith in relation to the funds and the disbursement thereof.

11. General Provisions.

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- b. It is agreed that the agreements herein contained shall be binding upon the administrators, successors, and assigns of the parties.
- c. In the event that any provision of this Agreement, or part thereof, shall be held to be void or unenforceable by order entered by a court of competent jurisdiction, such determination shall not affect or impair the enforceability of the remaining portions of this Agreement.
- d. Each party hereto represents and warrants to the other parties hereto that it has full power and authority to execute this Agreement and to perform or cause to be performed the obligations on its part to be performed.
- e. This Agreement may be amended only by written instrument executed by each of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the dates set forth by their signatures.

Wilcox Foundation

Cole, Newton and Duran

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The City of Plymouth hereby acknowledges the terms of this Agreement which provide for the disbursement of the construction funds to the Contractors constructing the Wilcox Fountain upon receipt of a completed Payment Request Certification from the City.

City of Plymouth

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Payment Request Certification

In connection with the construction of the Wilcox Fountain in Kellogg Park, the City of Plymouth has received a Payment Request from

\_\_\_\_\_ Shaw Construction Company.

\_\_\_\_\_ Over the Line.

The amount of the Payment Request is for \$ \_\_\_\_\_

The date of the Payment Request is \_\_\_\_\_ 2021.

The City, in accordance with the disbursement procedures for the disbursement of Wilcox Foundation grant funds being held by Cole, Newton and Duran, as the disbursement administrator, hereby approves the Payment Request for payment and provides the following certification.

CERTIFICATION

The City of Plymouth hereby certifies that:

- e. the City has reviewed the Payment Request and has inspected the work;
- f. the Payment Request dated \_\_\_\_\_, 2021 submitted by the above referenced Contractor is for work that is in conformity with the plans, specifications, and City codes;
- g. the work comprising the Payment Request has been satisfactorily completed; and
- h. the Payment Request is accurate.

City of Plymouth

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



There was a roll call vote.

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

MOTION PASSED 7-0

f. Second Quarter Budget Amendments

The following resolution was offered for discussion.

RESOLUTION 2021-17

WHEREAS Actual patterns of departmental expenditures occurred differently than originally projected in the 2020-2021 City Budget as adopted in June of 2020; and

WHEREAS Overall revenue and expenditure forecasts require modifications to the original budgetary allocations as established in the adopted budget; and

WHEREAS The City Budget amendments require the approval of the City Commission for changes between activity departments and between funds of the City.

NOW THEREFORE BE IT RESOLVED THAT the 2020-2021 City Budget is hereby amended as indicated in the 2<sup>nd</sup> quarter amendments column of the attached Budget Amendments Summary, which is made part of this resolution.

BE IT FURTHER RESOLVED that the City Finance Director is authorized to change the budgetary appropriations as indicated in the Budget Amendments Summary effective February 1, 2021.

BUDGET ADJUSTMENT SUMMARY  
SECOND QUARTER - FY 20-21

FUND DEPT./ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
<b>GENERAL FUND REVENUE:</b> #101							
Property Taxes	9,366,730	-	100			100	6,366,830
Licenses & Permits	5,100						5,100
Federal/State Grants	30,980	240,075	27,201			267,276	267,276
State-Shared Revenues	1,009,886	(41,738)	34,018			(7,720)	1,001,846
Charges for Services	814,110	-	-			-	814,110
Cemetery Revenues	162,600	-	-			-	162,600
Parking Revenues	88,200	200				200	88,400
Other Operating Revenues	866,630	(32,600)	(48,790)			(79,290)	807,640
Appropriation of Surplus	-	-	-			-	-
Total Operating Revenue	9,243,996	185,039	14,619			189,658	9,424,354
Transfers In From Other Sources	10,000						10,000
Total Revenue All Classes	9,253,996	185,039	14,619			189,658	9,434,354
<b>GENERAL FUND EXP:</b> #101							
City Commission	116,000	-	-			-	116,000
City Manager	310,880	-	-			-	310,880
Legal Services	120,800	10,000	-			10,000	130,800
Finance Department	483,428	1,500	500			2,000	485,428
City Clerk	169,000	-	1,400			1,400	169,400
City Assessor	86,790	-	6,000			6,000	91,790
Management Information Services	280,820	-	6,000			6,000	286,820
Election Services	102,320	2,400	7,000			9,400	111,720
Cemetery	141,000	-	1,000			1,000	142,000
Police Department	4,086,865	-	-			-	4,086,865
Fire Department	988,840	6,280	760			7,040	1,006,880
MSD Administration	280,560	300	6,000			6,300	286,860
City Hall Maintenance	116,055	-	4,825			4,825	121,480
Parks & Public Property	180,800	-	-			-	180,800
MSD Yard Maintenance	79,455	-	-			-	79,455
Street Lighting	160,000	-	-			-	160,000
Miscellaneous MSD Services	2,325	-	-			-	2,325
Bathay Maintenance Expense	-	-	-			-	-
Special Events	174,326	1,800	-			1,800	176,326
Parking System	41,225	-	-			-	41,225
MSD Services - ODA	166,200	-	-			-	166,200
Other Functions	282,300	-	4,700			4,700	287,000
Capital Outlay	287,000	10,000	147,360			157,360	444,890
Debt Service	31,234	-	-			-	31,234
Tot. Gen'l Operating Expenditures	9,844,499	31,990	186,325			217,315	8,891,754
Transfers Out to Other Funds	309,043	100,000	-			100,000	409,043
Contingency	218,514	34,049	(170,706)			(136,657)	82,067
Total Expenditures	9,253,996	185,039	14,619			189,658	9,434,354

There was a roll call vote.

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

MOTION PASSED 7-0

**BUDGET ADJUSTMENT SUMMARY  
SECOND QUARTER - FY 20-21**

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
<b>MAJOR ST FUND REV: #202</b>							
Gas & Weight Taxes	688,618	(4,748)	-			(4,748)	683,870
Contrib & Other	15,000	(7,500)	(3,600)			(11,000)	4,000
Appropriation of Surplus	-	-	-			-	-
<b>TOTAL REVENUE</b>	<b>703,618</b>	<b>(12,248)</b>	<b>(3,600)</b>			<b>(15,748)</b>	<b>687,870</b>
<b>MAJOR ST FUND EXP: #202</b>							
Administration/Debt	20,725	-	(4,375)			(4,375)	16,350
Routine Maintenance	129,225	-	275			275	129,500
Stormwater System Maintenance	1,000	-	-			-	1,000
Traffic Signal Maintenance	70,760	-	675			675	71,435
Snow & Ice Control	85,975	-	25			25	86,000
Road Construction	30,000	-	-			-	30,000
Transfers Out to Other Funds	344,300	-	-			-	344,300
Contingency	21,643	(12,248)	-			(12,248)	9,395
<b>TOTAL EXPENDITURES</b>	<b>703,618</b>	<b>(12,248)</b>	<b>(3,500)</b>			<b>(15,748)</b>	<b>687,870</b>

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
<b>LOCAL ST FUND REV: #203</b>							
Gas & Weight taxes	276,045	4,842	-			4,842	280,887
Contrib & Other	355,280	-	-			-	355,280
Appropriation of Surplus	-	-	-			-	-
<b>TOTAL REVENUE</b>	<b>631,325</b>	<b>4,842</b>				<b>4,842</b>	<b>636,167</b>
<b>LOCAL ST FUND EXP: #203</b>							
Administration/Debt	23,375	3,075	(200)			2,875	26,250
Routine Maintenance	160,675	-	-			-	160,675
Stormwater System Maintenance	1,000	-	-			-	1,000
Traffic Signal Maintenance	42,525	25	150			175	42,700
Snow & Ice Control	40,400	-	50			50	40,450
Road Construction	30,000	-	-			-	30,000
Contingency	333,350	1,542	-			1,542	334,892
<b>TOTAL EXPENDITURES</b>	<b>631,325</b>	<b>4,842</b>				<b>4,842</b>	<b>636,167</b>

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
<b>RECREATION FUND REV: #208</b>							
Cultural Center Revenues	531,000	-	(50,250)			(50,250)	480,750
Transfer from General Fund	250,000	100,000	-			100,000	350,000
Administrative Charges	1,000	-	-			-	1,000
Program Fees & Charges	308,100	(70,000)	(23,500)			(93,500)	214,600
Appropriation of Surplus	88,845	(80,782)	(44)			(80,826)	28,119
<b>TOTAL REVENUE</b>	<b>1,179,045</b>	<b>(30,782)</b>	<b>(73,794)</b>			<b>(104,576)</b>	<b>1,074,469</b>
<b>RECREATION FUND EXP: #208</b>							
Cultural Center & Administration	978,825	-	(33,327)			(33,327)	945,498
Base Skills	8,200	-	(4,000)			(4,000)	4,200
Recreation Vending	-	-	-			-	-
Recreation Services	23,875	-	(15,857)			(15,857)	8,018
Adult Athletics	-	-	-			-	-
Youth Athletics	6,950	-	-			-	6,950
Miracle League	9,100	-	-			-	9,100
PCHA	17,000	-	1,350			1,350	18,350
PCHA - Mini Mites	4,900	-	(2,450)			(2,450)	2,450
MSD Services	8,050	-	(25)			(25)	8,025
Soccer	98,750	(30,782)	(7,000)			(37,782)	58,968
Liquor	3,520	-	(1,780)			(1,780)	1,780
Classes & Special Events	20,150	-	(8,000)			(8,000)	12,150
Therapeutic Program	1,000	-	(250)			(250)	750
Senior Programs-Classes	5,025	-	(2,475)			(2,475)	2,550
Plymouth-Canton Steelers	-	-	-			-	-
Capital Outlay	-	-	-			-	-
Contingency	-	-	-			-	-
<b>TOTAL EXPENDITURES</b>	<b>1,179,045</b>	<b>(30,782)</b>	<b>(73,794)</b>			<b>(104,576)</b>	<b>1,074,469</b>

**BUDGET ADJUSTMENT SUMMARY**  
**SECOND QUARTER - FY 20-21**

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
<b>SOLID WASTE FUND REV:</b> #228							
Property Taxes	1,068,600	-	3,000			3,000	1,061,600
Sales of Service	410,600	-	-			-	410,600
Transfer from General Fund	11,633	-	-			-	11,633
Appropriation of Surplus	30,667	-	(2,360)			(2,360)	28,317
<b>TOTAL REVENUE</b>	<b>1,511,400</b>	<b>-</b>	<b>660</b>	<b>-</b>	<b>-</b>	<b>660</b>	<b>1,512,060</b>
<b>SOLID WASTE FUND EXP:</b> #226							
Operating Expenses	1,493,900	-	660			660	1,494,660
Landfill Closure	-	-	-			-	-
Contingency	17,600	-	-			-	17,600
Transfers Out to Other Funds	-	-	-			-	-
<b>TOTAL EXPENDITURES</b>	<b>1,511,400</b>	<b>-</b>	<b>660</b>	<b>-</b>	<b>-</b>	<b>660</b>	<b>1,512,060</b>

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
<b>DDA OPER FUND REV:</b> #248							
Property Taxes-Non School	1,068,310	-	-			-	1,068,310
Program Fees & Other	91,460	-	-			-	91,460
Appropriation of Surplus	-	-	-			-	-
<b>TOTAL REVENUES</b>	<b>1,149,760</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,149,760</b>
<b>DDA OPER FUND EXP:</b> #248							
Administration	316,680	-	-			-	316,680
Police Services	33,700	-	-			-	33,700
Parking System	46,120	-	-			-	46,120
Saxton Parking Facility	10,000	-	-			-	10,000
DDA Marketing	88,200	-	-			-	88,200
Streetscape Maintenance	282,930	-	-			-	282,930
Contrib to DDA Debt Funds	226,210	-	-			-	226,210
Contrib to DDA Cap Imp Fund	26,000	-	-			-	26,000
Contingency	123,020	-	-			-	123,020
<b>TOTAL EXPENDITURES</b>	<b>1,149,760</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,149,760</b>

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
<b>BLDG &amp; ENGINEERING FD REV:</b> #249							
Permit Fees	683,760	-	500			500	684,260
Contrib. & Other	64,000	-	-			-	64,000
Appropriation of Surplus	6,360	-	(460)			(460)	5,900
<b>TOTAL REVENUES</b>	<b>634,100</b>	<b>-</b>	<b>50</b>	<b>-</b>	<b>-</b>	<b>50</b>	<b>634,160</b>
<b>BLDG &amp; ENGINEERING FD EXP:</b> #249							
Engineering/Inspections	629,100	-	60			60	629,160
Capital Outlay	6,000	-	-			-	6,000
Contingency	-	-	-			-	-
<b>TOTAL EXPENDITURES</b>	<b>634,100</b>	<b>-</b>	<b>60</b>	<b>-</b>	<b>-</b>	<b>60</b>	<b>634,160</b>

**BUDGET ADJUSTMENT SUMMARY**  
**SECOND QUARTER - FY 20-21**

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
<b>NBHD SERVICES FUND REV:</b>							
Miscellaneous	19,720	-	-			-	19,720
Transfer from General Fund	73,010	-	-			-	73,010
Appropriation of Surplus	-	-	-			-	-
<b>TOTAL REVENUES</b>	<b>92,730</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>92,730</b>
<b>NBHD SERVICES FUND EXP:</b>							
Administration	600	-	-			-	600
OUDA Community Center	2,000	-	-			-	2,000
Senior Transportation	88,660	-	-			-	88,660
Contingency	3,660	-	-			-	3,660
<b>TOTAL EXPENDITURES</b>	<b>92,730</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>92,730</b>

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
<b>DDA CAP IMP FUND REV:</b>							
Contrib. & Other	26,060	-	-			-	26,060
Appropriation of Surplus	-	119,377	-			119,377	119,377
<b>TOTAL REVENUES</b>	<b>26,060</b>	<b>119,377</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>119,377</b>	<b>144,427</b>
<b>DDA CAP IMP FUND EXP:</b>							
Capital Improvements	26,060	119,377	-			119,377	144,427
Contingency	-	-	-			-	-
<b>TOTAL EXPENDITURES</b>	<b>26,060</b>	<b>119,377</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>119,377</b>	<b>144,427</b>

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
<b>WATER/SEWER OPER FUND REV:</b>							
Sales & Service Charges	4,397,405	(30,000)	360			(29,640)	4,367,766
Sale of Bonds	-	-	-			-	-
Appropriation of Surplus	-	-	-			-	-
<b>TOTAL REVENUES</b>	<b>4,397,405</b>	<b>(30,000)</b>	<b>360</b>	<b>-</b>	<b>-</b>	<b>(29,640)</b>	<b>4,367,766</b>
<b>WATER/SEWER OPER FUND EXP:</b>							
Administration	3,406,460	476	-			476	3,406,926
Trunk & Lateral	216,100	-	460			460	216,560
Mains Maintenance	231,826	-	100			100	232,026
Meter Maintenance	161,826	-	-			-	161,826
Service Maintenance	41,826	-	3,886			3,886	46,510
Hydrant Maintenance	46,826	-	1,675			1,675	47,500
Capital Outlay	-	-	-			-	-
Contingency	302,365	(30,476)	(6,460)			(36,936)	266,420
<b>TOTAL EXPENDITURES</b>	<b>4,397,405</b>	<b>(30,000)</b>	<b>360</b>	<b>-</b>	<b>-</b>	<b>(29,640)</b>	<b>4,367,766</b>

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
<b>EQUIPMENT FUND REV:</b>							
Miscellaneous	807,760	-	7,600			7,600	815,260
Appropriation of Surplus	-	-	-			-	-
<b>TOTAL REVENUES</b>	<b>807,760</b>	<b>-</b>	<b>7,600</b>	<b>-</b>	<b>-</b>	<b>7,600</b>	<b>815,260</b>
<b>EQUIPMENT FUND EXP:</b>							
Miscellaneous	761,060	-	18,260			18,260	777,320
Contingency	46,890	-	(8,760)			(8,760)	37,930
<b>TOTAL EXPENDITURES</b>	<b>807,750</b>	<b>-</b>	<b>7,500</b>	<b>-</b>	<b>-</b>	<b>7,500</b>	<b>815,250</b>

## **8. REPORTS AND CORRESPONDENCE**

### **a. Liaison Reports**

Thomey said he plans to attend a ribbon cutting at Robin's Inn, 932 Penniman, on Friday, February 12 at 4:00 p.m. Krol said the ZBA would be hearing two petitions at their February 4 meeting. Deal said there is a DDA committee working on Ice Fest Lite and that the committee is looking into event ideas for March and April. Wolcott reminded the group that a scavenger hunt will be part of the Ice Fest to encourage visitors to be disbursed throughout the downtown. He said the next DDA meeting was scheduled for February 8.

## **9. ADJOURNMENT**

Hearing no further discussion, Wolcott asked for a motion to adjourn at 7:46 p.m. A motion to adjourn was offered by Sebastian 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



## Administrative Recommendation

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

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

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: S:\Manager\Sincock Files\Memorandum - Poverty Exemption for 2021 - 02-15-21.docx  
Date: February 10, 2021  
RE: Required Poverty Exemption Policy Adoption

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### Background

The City is required to comply with State law related to tax exemption due to poverty. This law requires that the City must have the City Commission adopt a policy for Poverty Exemption for property taxes. This has generally only affected one or two residents in the City.

You may recall that several years ago there was a large City whose Board of Review was just simply granting these exemptions without much review. As a result of those actions the State Tax Commission has asked all municipalities to re-visit their policies to insure adherence to the Public Act. For us, this is pretty much a housekeeping matter as we have had policies in place for more than a decade related to this matter.

We adopted this Policy in December of last year, but the State of Michigan changed their policy on January 19, 2021, which means we have to re-adopt our policy with the updated information from the state.

We have also attached a copy of proposed policy that will comply with the Rules and Regulations of the State Tax Commission. Again, this affects only a very small amount of properties in the City. We adopt this same Resolution on an annual basis.

### RECOMMENDATION:

The City Administration recommends that the City Commission adopt the attached Board of Review 2021 Poverty Exemption Policy as presented by the City's Contract Tax Assessor. Adoption of this policy will bring the City into compliance with the rules and regulations of the State Tax Commission.

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



# CITY OF PLYMOUTH

201 S. Main  
Plymouth, Michigan 48170-1637

[www.plymouthmi.gov](http://www.plymouthmi.gov)

Phone 734-453-1234  
Fax 734-455-1892

## MEMORANDUM

Date: February 10, 2021  
To: Paul Sincock, City Manager  
From: John Scanlon, Finance Director  
Subject: Poverty Exemption

**Issue:** Exemption of Principal Residence by Reason of Poverty

**Analysis:** Under Michigan Compiled Laws 211.7u, the City Commission is required to adopt an asset test to determine poverty exemption status prior to the March Board of Review. The City Commission previously adopted those guidelines on December 7, 2020. Since that adoption, Public Act 253 was adopted on December 23, 2020 updating those guidelines. The attached bulletins outline the State of Michigan's Department of Treasury recommendation for the determining that status. The attached resolution reflects the recommendations set forth by the Department of Treasury.

**Requested Action:** Approve Exemption of Principal Residence by Reason of Poverty Resolution

**Attachment(s):** Memorandum from the City Assessor, Resolution for the City of Plymouth Poverty Exemption, State Tax Commission Policy Regarding Request for Percentage Reductions in Taxable Value for Poverty Exemption

# Memo

## Department of Assessment

**To:** Maureen Brodie, City Clerk  
**From:** Jennifer Nieman-Stamper, Assessor  
**CC:** Sara Gilo, Assessing  
**Date:** January 28, 2021  
**Re:** **REVISED 2021 Poverty Guidelines**

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Public Act 253 of 2020 made changes to the poverty exemption statute (MCL 211.7u) that will impact how local units, assessors and boards of review handle the exemption for the 2021 tax year. This act was signed after City Commission approved the 2021 Poverty Exemption guidelines on December 7, 2020.

These changes will require us to revise our poverty exemption policy to accommodate the changes in legislation. The State Tax Commission on January 21, 2021 provided instructions to Assessors regarding these changes.

The new Public Act effected the following changes;

Provides a State Tax Commission Application for exemption Form 5737, Application for MCL 211.7u Poverty Exemption (enclosed)

Establishes a Policy for Percentage reductions in Taxable Value for qualifying applicants (enclosed)

If you should have any questions, please do not hesitate to contact me.



## **CITY OF PLYMOUTH**

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**Subject: POVERTY EXEMPTION GUIDELINES**

**Date: February 16, 2021**

**Page: 1 of: 3**

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### **PURPOSE:**

The purpose of this policy is to establish guidelines to be used by the Board of Review in determining whether a homeowner is eligible for a poverty exemption from property taxes.

### **SCOPE:**

The poverty exemption policy applies to qualified low income individuals who own homesteads in the City of Plymouth. The policy limits the length of poverty exemptions to one year.

### **POLICY:**

The Board of Review shall use the following guidelines to determine if a property owner qualifies for a poverty exemption from property taxes:

1. Exemptions will be granted to owners of homesteads only. Property must be granted at least a 50% homestead exemption from the State of Michigan.
2. Per, MCL 211.7u(3), the application for consideration must be received by the Assessor's Office at least one day prior to the last session of the Board of Review. The application can be made by mail, if received one day prior to the last session of the Board of Review.
3. All applicants must file a claim with the Board of Review on a form prescribed by the State Tax Commission. The application must be filled out in its entirety and all requested documentation must be attached. If an area does not apply to the applicant, "N/A" must be used. If the application is not complete or requested documentation is not included, the Board of Review will deny the exemption. All pages included with this application must be returned when the application is submitted for review.
4. Per MCL 211.7u(7), a person who files a claim for Poverty exemption IS NOT prohibited from also appealing the assessment on the property to the Board of Review in the same year.
5. The poverty threshold for eligibility for a poverty exemption is a figure which set by the Federal income standards established by the United States Office of Management and Budget for the previous calendar year. To be eligible for a poverty exemption from property taxes, the income of the property owner (household) must be less than the poverty threshold for the number of persons within the household.
6. All income and assets for persons in the household are reported in accordance with a form prescribed by the State Tax Commission.

**Subject: POVERTY EXEMPTION GUIDELINES**

**Date: February 16, 2021**

**Page: 2 of: 3**

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- a. Per MCL 211.7u(2)(b), federal and state income tax returns for all persons residing in the principal residence must be included with the application including any property tax credit returns. The tax returns may be from the current or preceding tax year. If any person in the household is not required to file federal or state tax returns, the included affidavit, form 4988, must be completed by each person that does not file taxes.
  - b. The most recent statement for all bank accounts, investments, IRAs, CDs, 401Ks, money market, annuities, etc. The statement submitted must be complete with no missing pages and submitted for all persons residing in the home.
  - c. Proof of income/assets from the Social Security Administration, Veterans Administration, Medicare, Medicaid, Bridge Card, and any College/University scholarships for all persons residing in the home.
  - d. The most recent mortgage statement of the primary residence under review, including any reverse mortgages.
  - e. If primary residence being sought for exemption was purchased within the past two years of this application, homeowner's closing statements must be submitted with application.
7. Maximum total allowed assets, including amounts in banking/investment accounts may not exceed \$10,000 per each person residing in the household with a maximum of \$20,000 for the total household. The Asset Level does not include the primary residence for which exemption is being sought. It does include, but is not limited to:
- a. A second home, additional land not associated with the primary residence, or other buildings other than the primary residence being sought for exemption.
  - b. Vehicles and other recreational vehicles such as motor homes, campers, ATVs, boats, and motorcycles.
  - c. Jewelry, antiques, artwork, equipment, and other personal property of value.
  - d. Bank accounts, stocks, bonds, and investments. This also includes the money received from the sale of stocks, bonds, investments, cars, and houses unless a person is in the specific business of selling such property.
  - e. Withdrawals of bank accounts and borrowed money.
  - f. Gifts, loans, lump-sum inheritances, and one-time insurance payments.
  - g. Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms.
  - h. Federal non-cash benefits programs such as Medicare, Medicaid, food stamps, and school lunches.
  - i. The total interest income in all accounts (checking, savings, CDs, IRAs, 401Ks, money market, annuities, etc.)

## CITY OF PLYMOUTH

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**Subject: POVERTY EXEMPTION GUIDELINES**

**Date: February 16, 2021**

**Page: 3 of: 3**

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- j. The applicant shall not have ownership interest in any real estate other than the primary residence being considered for exemption.
8. Applicants that meet the income and asset qualifications will have the taxable value reduced by 50% for the current year.
9. Poverty exemptions shall be granted for one year only. The property owner must apply every year in order to receive an exemption.

**EFFECTIVE DATE:** Febraury 16, 2021

### **HISTORY:**

In accordance with section 211.7u of the Michigan Compiled Laws, the City of Plymouth has for many years offered a partial poverty exemption, through the Board of Review, to qualified homeowners.

On December 29, 1994, the Governor signed Public Act 390 which made significant changes to the poverty exemption. The most significant of these changes was the use of the Federal poverty income standards. This change resulted in a drop in the number of exemptions granted from twelve in 1995 to one person in 1996. P.A. 390 also states that the governing body of the local assessing unit shall determine the policies and guidelines which the local assessing unit will use when deciding whether to grant poverty exemption.

On December 23, 2020, the Governor signed Public Act 253 which made additional changes to the poverty exemption section. The most significant of these changes was revising the guidelines in calculation of the reduction to the taxable. If a person meets all eligibility requirements in statute, the Board of Review must grant a full exemption equal to a 100% reduction in taxable value OR a partial exemption equal to a 25% or 50% reduction in taxable value OR any other percentage reduction in taxable value approved by the STC.

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**STATE TAX COMMISSION POLICY REGARDING REQUESTS FOR PERCENTAGE  
REDUCTIONS IN TAXABLE VALUE FOR POVERTY EXEMPTIONS UNDER MCL 211.7u**

Public Act 253 of 2020 amended MCL 211.7u related to poverty exemptions. PA 253 of 2020 lists the specific percentage reductions in taxable value that may be used by the board of review in granting a poverty exemption. MCL 211.7u(5) states that if a person claiming the poverty exemption meets all eligibility requirements, the board of review shall grant the poverty exemption, in whole or in part, as follows:

1. A full exemption equal to a 100% reduction in taxable value for the year in which the exemption is granted; or
2. A partial exemption equal to a 50% reduction in taxable value for the year in which the exemption is granted; or
3. A partial exemption equal to a 25% reduction in taxable value for the year in which the exemption is granted.

No other method of calculating taxable value may be utilized, except for those percentage reductions specifically authorized in statute, or any other percentage reduction approved by the State Tax Commission. The Commission shall use the following process for the filing, review, and approval of local assessing unit requests to utilize a percentage reduction in taxable value when approving poverty exemptions under MCL 211.7u:

1. A local assessing unit that wants to use any other percentage reduction(s) in taxable value other than the reductions specifically authorized in statute must obtain permission for use of such percentage reduction(s) by filing Form 5738, *Request For Approval of Percentage Reduction in Taxable Value For Poverty Exemptions Under MCL 211.7u* with the State Tax Commission.
2. The local assessing unit must indicate on the Form the specific percentage reduction(s) in taxable value requested and an explanation of how the requested percentage reduction(s) will be calculated and applied when granting a poverty exemption. Based on case law, calculations that utilize any of the following are **not** permitted:
  - a. A limitation on the maximum value of the principal residence eligible to receive an exemption.
  - b. A requirement that the principal residence must be owned for a certain number of years before a claim for exemption can be made.
  - c. A limitation on the number of years an exemption can be claimed and received.
3. If a person meets all eligibility requirements in statute for receiving a full or partial exemption, the calculation for the percentage reduction in taxable value cannot result in a person receiving no relief, i.e., the calculation cannot result in a taxable value greater than or equal to the taxable value *prior* to application for the poverty exemption in that tax year.
4. Form 5738 must be completed in its entirety and signed by the local assessing unit clerk and assessing officer.

5. The completed Form and any attachments must be submitted to the State Tax Commission at: State Tax Commission, PO Box 30471, Lansing, MI 48909 or by email to [State-Tax-Commission@michigan.gov](mailto:State-Tax-Commission@michigan.gov).
6. Requests will be reviewed by State Tax Commission staff. If insufficient documentation was provided by the local assessing unit, the local assessing unit will be notified in writing and will be permitted to submit adequate documentation to the State Tax Commission within 30 days of the written notice. If adequate documentation is not submitted within the deadline, staff will recommend that the State Tax Commission deny the request.
7. Upon receipt of a completed request, staff will review the proposed percentage reduction(s) in taxable value and explanation of how the reduction(s) will be calculated and applied when granting a poverty exemption. Staff recommendations to approve or deny a local unit request will be forwarded to the State Tax Commission for review and decision.
8. If approved, the local assessing unit will receive written notification within 14 days of the State Tax Commission meeting approving the request.
9. A local assessing unit that wishes to modify any percentage reduction(s) previously approved by the Commission must do so by submitting a new Form 5738 with the requested percentages.



# CITY OF PLYMOUTH

201 S. Main  
Plymouth, Michigan 48170-1637

[www.plymouthmi.gov](http://www.plymouthmi.gov)

Phone 734-453-1234  
Fax 734-455-1892

## **GUIDELINES AND INSTRUCTIONS FOR POVERTY EXEMPTION – 2021**

- If granted an exemption, it is for the *current year only*. If your situation warrants an exemption in years following, a new application must be submitted for review. The Poverty exemption is meant to be a temporary form of assistance.
- Per, MCL 211.7u(3), the application for consideration must be received by the Assessor's Office at least one day prior to the last session of the Board of Review. Board of Review dates are posted annually and may also be found at [plymouthmi.gov](http://plymouthmi.gov) or by calling (734) 453-1234 ext 252. By resolution by the Plymouth City Commission, application can be made by mail.
- The application must be filled out in its entirety and all requested documentation must be attached. If an area does not apply to the applicant, "N/A" must be used. If the application is not complete or requested documentation is not included, the Board of Review will deny the exemption. All pages included with this application must be returned when the application is submitted for review.
- Per MCL 211.7u(7), a person who files a claim for Poverty exemption IS NOT prohibited from also appealing the assessment on the property to the Board of Review in the same year.

### **Required Documentation to be Attached to Poverty Exemption Application**

- Per MCL 211.7u(2)(b), federal and state income tax returns for all persons residing in the principal residence must be included with the application including any property tax credit returns. The tax returns may be from the current or preceding tax year. If any person in the household is not required to file federal or state tax returns, the included affidavit, form 4988, must be completed by each person that does not file taxes.
- The most recent statement for all bank accounts, investments, IRAs, CDs, 401Ks, money market, annuities, etc. The statement submitted must be complete with no missing pages and submitted for all persons residing in the home.
- Proof of income/assets from the Social Security Administration, Veterans Administration, Medicare, Medicaid, Bridge Card, and any College/University scholarships for all persons residing in the home.
- The most recent mortgage statement of the primary residence under review, including any reverse mortgages.
- If primary residence being sought for exemption was purchased within the past two years of this application, homeowner's closing statements must be submitted with application.

### **Common Reasons for Denial of Poverty Exemption Application**

Below are common reasons (but not an exhaustive list) of why a claim for Poverty Exemption is denied:

- Failure to fill out all areas of the application, including "N/A" in areas not applicable to the applicant or signing the application.
- Failure to include State and Federal Income taxes or property tax credit returns for current or one preceding year for all persons residing in the home. ***Please note that the property tax credit returns are required to be filed with this application. Property tax credit returns (such as Michigan 1040CR) can still be filed with the State of Michigan even if the applicant does not file income taxes.***
- Failure to include complete banking/investment account and mortgage statements for all persons residing in the home. All pages must be submitted.

**INCOME GUIDELINES FOR POVERTY EXEMPTION**

*This amount published annually by the US Dept. Of Health and Human Services*

<b><u>Number in Family</u></b>	<b><u>Income</u></b>
1 member	\$ 12,760
2 members	\$ 17,240
3 members	\$ 21,720
4 members	\$ 26,200
5 members	\$ 30,680
6 members	\$ 35,160
7 members	\$ 39,640
8 members	\$ 44,120
For each additional person	\$ 4,480

According to the US Census Bureau, "income" includes:

- Money, wages, and salaries before any deductions
- Net receipts from non-farm self-employment. (These are receipts from a person's own business, professional enterprise, or partnership, after deductions for business expenses.)
- Net receipts from farm self-employment. (The same provisions as above for self-employment.)
- Regular payments from social security, railroad retirement, unemployment, worker's compensation, veteran's payments and public assistance.
- Alimony, child support, and military family allotments.
- Private pensions, governmental pensions, and regular insurance or annuity payments.
- College or university scholarships, grants, fellowships, and assistantships.
- Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts, and net gambling or lottery winnings.

**ASSET LEVEL GUIDELINES FOR POVERTY EXEMPTION**

*The Asset Level does not include the primary residence for which exemption is being sought. It does include, but is not limited to:*

- A second home, additional land not associated with the primary residence, or other buildings other than the primary residence being sought for exemption.
- Vehicles and other recreational vehicles such as motor homes, campers, ATVs, boats, and motorcycles.
- Jewelry, antiques, artwork, equipment, and other personal property of value.
- Bank accounts, stocks, bonds, and investments. This also includes the money received from the sale of stocks, bonds, investments, cars, and houses unless a person is in the specific business of selling such property.
- Withdrawals of bank accounts and borrowed money.
- Gifts, loans, lump-sum inheritances, and one-time insurance payments.
- Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms.
- Federal non-cash benefits programs such as Medicare, Medicaid, food stamps, and school lunches.
- The total interest income in all accounts (checking, savings, CDs, IRAs, 401Ks, money market, annuities, etc.) CANNOT exceed \$1,500 in the prior calendar year.
- The applicant shall not have ownership interest in any real estate other than the primary residence being considered for exemption.

Maximum total allowed assets, including amounts in banking/investment accounts may not exceed \$10,000 per each person residing in the household with a maximum of \$20,000 for the entire household. See above for what is considered an asset.

**Poverty Exemption Worksheet**

Copy Provided to Applicant After Board of Review Meeting

Parcel Number: 49 \_\_\_\_\_

Year: \_\_\_\_\_

Property Address: \_\_\_\_\_ Applicant's Name: \_\_\_\_\_

**Staff - Initial next to all requirements as it relates to the application/applicant.**

Does the applicant appear as taxpayer of record of property in question?	Yes _____	No _____
If not, has documentation proving ownership been provided?	Yes _____	No _____
Are all areas on the application complete with either an answer or "N/A"?	Yes _____	No _____
Are all pages of the guidelines/application included with the applicants submission?	Yes _____	No _____
Does the applicant reside at the property in question?	Yes _____	No _____
Are copies of the Federal and State income tax returns and property tax credits forms for the current of preceding year attached for all persons residing in the household?	Yes _____	No _____
If not, is the affidavit stating the person is not required to file income taxes completed?	Yes _____	No _____
If home was purchased within in past 2 years of date of this application, is closing statements provided?	Yes _____	No _____
Is a copy of the most current mortgage statement, including a reverse mortgage if applicable, attached?	Yes _____	No _____
Are copies of the most recent bank/investment statements for all residing in the household attached with all pages included?	Yes _____	No _____

**For Board of Review Use Only - Do Not Write Below This Line**

a.	<b>Taxable value on roll</b>	\$ _____	
b.	<b>Number of people in household</b>	_____	
c.	<b>Total household income from information provided</b>	\$ _____	
d.	<b>Income limit based on number of people in household as established by guidelines</b>	\$ _____	
e.	<b>Total assets of household</b>	\$ _____	
f.	<b>Does applicant meet all asset and income guidelines as established?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO	If no, reason must be provided by the Board of Review below.
g.	<b>If yes, multiply line "a" by 50% (0.50)</b>	\$ _____	
_____	Appeal Denied		_____ Reduction Granted
_____	1. Does not qualify based on guidelines		<b>Taxable Value</b>
_____	2. Application not complete, missing information		As on Roll \$ _____
_____	3. Did not furnish proper documentation		Revised \$ _____
_____	4. Other: _____		
_____			
Initials of Board Members:		Date: _____	



## Application for MCL 211.7u Poverty Exemption

This form is issued under the authority of the General Property Tax Act, Public Act 206 of 1893, MCL 211.7u.

MCL 211.7u of the General Property Tax Act, Public Act 206 of 1893, provides a property tax exemption for the principal residence of persons who, by reason of poverty, are unable to contribute toward the public charges. This application is to be used to apply for the exemption and must be filed with the Board of Review where the property is located. This application may be submitted to the city or township the property is located in each year on or after January 1.

**To be considered complete, this application must:** 1) be completed in its entirety, 2) include information regarding all members residing within the household, and 3) include all required documentation as listed within the application. Please write legibly and attach additional pages as necessary.

<b>PART 1: PERSONAL INFORMATION —</b> Petitioner must list all required personal information.				
Petitioner's Name			Daytime Phone Number	
Age of Petitioner	Marital Status	Age of Spouse	Number of Legal Dependents	
Property Address of Principal Residence		City	State	ZIP Code
<input type="checkbox"/> Check if applied for Homestead Property Tax Credit		Amount of Homestead Property Tax Credit		
<b>PART 2: REAL ESTATE INFORMATION</b>				
List the real estate information related to your principal residence. Be prepared to provide a deed, land contract or other evidence of ownership of the property at the Board of Review meeting.				
Property Parcel Code Number		Name of Mortgage Company		
Unpaid Balance Owed on Principal Residence	Monthly Payment	Length of Time at this Residence		
Property Description				
<b>PART 3: ADDITIONAL PROPERTY INFORMATION</b>				
List information related to any other property owned by you or any member residing in the household.				
<input type="checkbox"/> Check if you own, or are buying, other property. If checked, complete the information below.			Amount of Income Earned from other Property	
1	Property Address	City	State	ZIP Code
	Name of Owner(s)	Assessed Value	Date of Last Taxes Paid	Amount of Taxes Paid
2	Property Address	City	State	ZIP Code
	Name of Owner(s)	Assessed Value	Date of Last Taxes Paid	Amount of Taxes Paid

**PART 4: EMPLOYMENT INFORMATION** — List your current employment information.

Name of Employer			
Address of Employer	City	State	ZIP Code
Contact Person	Employer Telephone Number		

**PART 5: INCOME SOURCES**

List all income sources, including but not limited to: salaries, Social Security, rents, pensions, IRAs (individual retirement accounts), unemployment compensation, disability, government pensions, worker's compensation, dividends, claims and judgments from lawsuits, alimony, child support, friend or family contribution, reverse mortgage, or any other source of income, for all persons residing at the property.

Source of Income	Monthly or Annual Income (indicate which)

**PART 6: CHECKING, SAVINGS AND INVESTMENT INFORMATION**

List any and all savings owned by all household members, including but not limited to: checking accounts, savings accounts, postal savings, credit union shares, certificates of deposit, cash, stocks, bonds, or similar investments, for all persons residing at the property.

Name of Financial Institution or Investments	Amount on Deposit	Current Interest Rate	Name on Account	Value of Investment

**PART 7: LIFE INSURANCE** — List all policies held by all household members.

Name of Insured	Amount of Policy	Monthly Payments	Policy Paid in Full	Name of Beneficiary	Relationship to Insured

**PART 8: MOTOR VEHICLE INFORMATION**

All motor vehicles (including motorcycles, motor homes, camper trailers, etc.) held or owned by any person residing within the household must be listed.

Make	Year	Monthly Payment	Balance Owed

PART 9: HOUSEHOLD OCCUPANTS — List all persons living in the household.				
First and Last Name	Age	Relationship to Applicant	Place of Employment	\$ Contribution to Family Income

PART 10: PERSONAL DEBT — List all personal debt for all household members.					
Creditor	Purpose of Debt	Date of Debt	Original Balance	Monthly Payment	Balance Owed

PART 11: MONTHLY EXPENSE INFORMATION			
The amount of monthly expenses related to the principal residence for each category must be listed. Indicate N/A as necessary.			
Heating	Electric	Water	Phone
Cable	Food	Clothing	Health Insurance
Garbage	Daycare	Car Expense (gas, repair, etc.)	
Other (type and amount)	Other (type and amount)	Other (type and amount)	
Other (type and amount)	Other (type and amount)	Other (type and amount)	

**NOTICE:** Per MCL 211.7u(2)(b), federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns, filed in the immediately preceding year or in the current year must be submitted with this application. Federal and state income tax returns are not required for a person residing in the principal residence if that person was not required to file a federal or state income tax return in the tax year in which the exemption under this section is claimed or in the immediately preceding tax year.

**PART 11: POLICY AND GUIDELINES ACKNOWLEDGMENT**

The governing body of the local assessing unit shall determine and make available to the public the policy and guidelines used for the granting of exemptions under MCL 211.7u. In order to be eligible for the exemption, the applicant must meet the federal poverty guidelines published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services under its authority to revise the poverty line under 42 USC 9902, or alternative guidelines adopted by the governing body of the local assessing unit so long as the alternative guidelines do not provide income eligibility requirements less than the federal guidelines. The policy and guidelines must include, but are not limited to, the specific income and asset levels of the claimant and total household income and assets. The combined assets of all persons must not exceed the limits set forth in the guidelines adopted by the local assessing unit.

The applicant has reviewed the applicable policy and guidelines adopted by the city or township, including the specific income and asset levels of the claimant and total household income and assets.

**PART 12: CERTIFICATION**

I hereby certify to the best of my knowledge that the information provided in this form is complete, accurate and I am eligible for the exemption from property taxes pursuant to Michigan Compiled Law, Section 211.7u.

Printed Name	Signature	Date
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**This application shall be filed after January 1, but before the day prior to the last day of the local unit's December Board of Review.**

**Decision of the March Board of Review may be appealed by petition to the Michigan Tax Tribunal by July 31 of the current year. A July or December Board of Review decision may be appealed to the Michigan Tax Tribunal by petition within 35 days of decision. A copy of the Board of Review decision must be included with the petition.**

Michigan Tax Tribunal  
 PO Box 30232  
 Lansing MI 48909

Phone: 517-335-9760  
 E-mail: [taxtrib@michigan.gov](mailto:taxtrib@michigan.gov)

## Poverty Exemption Affidavit

This form is issued under authority of Public Act 206 of 1893; MCL 211.7u.

**INSTRUCTIONS:** When completed, this document must accompany a taxpayer's Application for Poverty Exemption filed with the supervisor or the board of review of the local unit where the property is located. MCL 211.7u provides for a whole or partial property tax exemption on the principal residence of an owner of the property by reason of poverty and the inability to contribute toward the public charges. MCL 211.7u(2)(b) requires proof of eligibility for the exemption be provided to the board of review by supplying copies of federal and state income tax returns for all persons residing in the principal residence, including property tax credit returns, or by filing an affidavit for all persons residing in the residence who were not required to file federal or state income tax returns for the current or preceding tax year.

I, \_\_\_\_\_, swear and affirm by my signature below that I reside in the principal residence that is the subject of this Application for Poverty Exemption and that for the current tax year and the preceding tax year, I was not required to file a federal or state income tax return.

Address of Principal Residence: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Person Making Affidavit

\_\_\_\_\_  
Date

## **Resolution for City of Plymouth Poverty Exemptions**

**WHEREAS**, the adoption of guidelines for poverty exemptions is required of the City Commission; and

**WHEREAS**, the principal residence of persons, who the Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption from taxation under Public Act 253 of 2020 (Michigan Compiled Laws 211.7u); and

**WHEREAS**, pursuant to Section 211.7u of the Michigan Compiled Laws Annotated, the City of Plymouth has for many years offered a partial poverty exemption from taxes to qualified home owners;

**WHEREAS**, Public Act 253 of 2020 has been enacted which states that the governing body of the local assessing unit shall determine the policies and guidelines which the local assessing unit will use when deciding to grant poverty exemptions;

**WHEREAS**, Public Act 253 of 2020 further defined the percent of exemption allowed to a qualified homeowner;

**WHEREAS**, the City Assessor and the Board of Review have recommended a policy which is attached, and which has been determined will meet the needs of the citizens of the City of Plymouth in accord with law;

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the policy and guidelines which are attached are here by determined to be in full force and effect and will be used when deciding whether or not someone is qualified to receive a poverty exemption from property taxation.



## Administrative Recommendation

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

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

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: S:\MANAGER\Sincock Files\Memorandum - 123-Net-Inc Metro Act Permit - 03-21-16.doc  
Date: February 11, 2021  
RE: Metro Act Right of Way Permit Renewal – 123.Net, Inc.

---

### **BACKGROUND:**

The City Commission may be aware that several years ago, over the objections of the Michigan Municipal League, the State Legislature was lobbied extremely hard by communications companies for the use of public right of ways for communications equipment.

In 2016, the City of Plymouth received and approved a request for a 5-year permit from 123.Net, Inc. for use of the City's Rights of Ways under the terms of the "METRO ACT". 123.Net is now seeking to renew that permit. However, this permit request is for 15 years with three subsequent automatic renewal terms of five years, subject to terms in the agreement.

This request has been reviewed by the City Attorney and under the terms of the law, sees no reason that the City should not grant the renewal of the permit.

### **RECOMMENDATION:**

The State Legislature has provided no real opportunity for the local units of government to have input or negotiate aspects of these types of contracts and a municipality cannot unreasonably deny a provider's right to the access and use of a public right-of-way. Any condition of a permit granted must be limited to the provider's access to and usage of the public right-of-way.

The City Commission must approve the contract or it is automatically approved under state law and we are recommending that the City Commission approve the request as presented.

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

METRO Act Permit  
Bilateral Form  
Revised 12/06/02

RIGHT-OF-WAY  
TELECOMMUNICATIONS PERMIT

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean **123.Net, Inc.**, a corporation organized under the laws of the State of Michigan whose address is **24700 Northwestern Hwy. Ste. 700 Southfield, MI 48075**.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's [Mayor/Manager/Supervisor/Village President] or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean City of Plymouth, a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.



2      Grant

- 2.1      Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.
- 2.1.1    Exhibit A may be modified by written request by Company and approval by Manager.
- 2.1.2    Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.
- 2.2      Overlapping. Company shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3      Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3      Contacts, Maps and Plans

- 3.1      Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:
- 3.1.1    The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is
- 24700 Northwestern Hwy, Suite 700, Southfield MI, 48075**  
**Permitting Department**  
**permits@123.net**  
**248-228-8286**
- 3.1.2    If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local

office, the location address, phone number and contact person (title or department) for them is:

**123Net, Inc.  
24700 Northwestern Hwy, Suite  
700 Southfield, MI 48075  
Permitting Department  
permits@123.net  
248-228-8286**

3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities

is: **123Net, Inc.  
24700 Northwestern Hwy, Suite  
700 Southfield, MI 48075  
Permitting Department  
permits@123.net  
248-228-8286**

3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is:

**123Net, Inc.  
24700 Northwestern Hwy, Suite  
700 Southfield, MI 48075  
Permitting Department  
permits@123.net  
248-228-8286**

3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.

**888-440-0123**

3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

- 3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.
- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.

- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.
- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").

- 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.
- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by

any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.

- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.
- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

## 5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.

- 5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.
- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
- 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
- 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
- 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or

(when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.
- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

## 7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:



- 7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or
- 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or
- 7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
- 7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
- 7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

- 8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

- 9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any

defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

## 12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to City of Plymouth

201 S. Main, Plymouth, MI 48170

12.1.2 If to Company, to Permitting Department 24700 Northwestern Hwy, Suite 700, Southfield, MI 48075

12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

## 13 Other items

13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Duties. Company shall faithfully perform all duties required by this Permit.

13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

- 13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].
- 13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.
- 13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.
- 13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

City of Plymouth

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

“Company accepts the Permit granted by Municipality upon the terms and conditions contained therein.”

123.Net, Inc.

By: Olivia Graumann

Printed: Olivia Graumann

Its: Permit Coordinator

Date: 02/02/2021

## RESOLUTION

The following Resolution was offered by Comm. \_\_\_\_\_ and seconded by Comm. \_\_\_\_\_.

- WHEREAS 123.Net, Inc. has applied for a permit renewal to use the City of Plymouth Right of Ways in accordance with the terms of the State of Michigan Metro Act; and
- WHEREAS The City Attorney has determined that the request is complete; and
- WHEREAS The State Legislature has not provided an opportunity for the local unit of government to negotiate or provide input into the application or contract process under the terms of the State Metro Act.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a permit under the terms of the METRO ACT in accordance with State Law for 123.Net, Inc. The City Manager is hereby authorized to sign the permit extension agreement on behalf of the City of Plymouth.



## Administrative Recommendation

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

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

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: *S:\Manager\Sincock Files\Memorandum - Intergovernmental Agreement Amendment with Wayne County Parks Millage 02-15-21.docx*  
Date: February 5, 2021  
RE: Amendment to Intergovernmental Agreement with Wayne County for Park Millage Funds

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### **BACKGROUND:**

The City Commission may be aware that Wayne County returns a small portion of the County Parks Millage back to the local communities. This program would allow the local community to determine their own park's needs, which in our case are identified by the City Recreation Master Plan. Further, you will recall that on January 4<sup>th</sup> you approved an Intergovernmental Agreement with Wayne County for the 2021 year.

For the County to make a grant to another taxing unit it is necessary to execute an Intergovernmental Agreement with the County for the \$17,749 worth of improvements to our recreational facilities. Since the time that the City Commission approved the agreement, that was prepared by the County, they have decided that they want to amend the agreement. The County is proposing very minor changes in the agreement, which merely indicate that this is a two-year project, and we are entering phase two or the second year of the project. The County's proposed changes have been reviewed by the City Attorney and he has no issues with the proposed language.

The plan is to use these funds on phase 2 of replacing a portion of the lights at Massey Field. This project has been long delayed, and this is the second year of improvements to the lighting system at Massey Field. This is really a "housekeeping matter" that is being requested by Wayne County.

### **RECOMMENDATION:**

The City Administration recommends that the City Commission adopt the proposed amendments to the Intergovernmental Agreement with Wayne County for the use of County Parks Millage funds.

We have attached a proposed Resolution for the City Commission to consider regarding this matter. If you have any questions regarding this matter in advance of the meeting, please feel free to contact either Steve Anderson or



# CITY OF PLYMOUTH


[www.plymouthmi.gov](http://www.plymouthmi.gov)

Recreation Department  
Plymouth Cultural Center  
525 Farmer  
Plymouth, MI 48170

Phone 734-455-6620

## Memo

To: Paul Sincock, City Manager

From: Steve Anderson, Recreation Director 

CC:

Date: 2/5/2021

Re: Wayne County Intergovernmental Agreement Amendment - FY 2020-21

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As you are aware, Wayne County has requested to add an amendment to the intergovernmental agreement that the City Commission recently passed for the FY 2021-22 Wayne County Parks Millage funds. These funds are intended for "phase two" of the Massey Field LED Lighting retrofit project.

Since we are doing this project as a "phase two" and is related to the same facility as last year's parks millage funds, Wayne County would like an amendment added to the IGA to link the two funding cycles together.

Attached to the proposed amendment are the originally submitted project descriptions for this year and last year's funding requests. Both project descriptions indicated that these projects were initially planned as a two-phase undertaking.

The City Attorney has reviewed the very brief amendment to the intergovernmental agreement and sees no issue with proceeding.

We would like to recommend the adoption of this amendment to the FY 2021-22 Intergovernmental Agreement by the City Commission to receive the amount of \$17,749.00 from Wayne County to be used for phase two of the Massey Field LED lightning retrofit project.

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN  
THE COUNTY OF WAYNE AND THE CITY OF PLYMOUTH

THIS AMENDMENT is made by and between the County of Wayne, Michigan, a body corporate and Charter County acting through its Department of Public Services ("County"), and the City of Plymouth, a Michigan municipal corporation ("City"), and modifies the intergovernmental agreement for the 2019-20 park millage allocation for improvements to Don Massey Field ("Agreement").

WHEREAS, the parties wish to apply the City's 2020-21 park millage allocation (\$17,749) to the Agreement and extend the Agreement term to end on September 30, 2023 (from September 30, 2021) to provide for phase 2 of the lighting improvements at Don Massey Field.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. All references to "FY 2019-20" in the Agreement shall be modified and replaced with "FY 2019-2021".
2. The termination date described in Section 3.01 of the Agreement shall be modified from "September 30, 2021" to "September 30, 2023".
3. The funding amount stated in Section 4.01 of the Agreement shall be modified from \$16,926.00 to \$34,675.00.
4. Exhibit B of the Agreement shall be modified and replaced with the Exhibit B attached hereto.
5. All other terms and conditions in the Agreement shall remain in full force and effect.
6. This Amendment is subject to the County's policies regarding modification of agreements.
7. This Amendment has been approved, as evidenced by resolutions adopted by the Plymouth City Commission and the County Commission and executed by the County Executive and the Mayor of the City.
8. Each party warrants that the person signing this Amendment is authorized to sign on behalf of its principal and is empowered to bind its principal to this Amendment.
9. This Amendment shall become part of the Agreement between the parties and shall become effective upon approval of the Wayne County Commission.

NOW THEREFORE, the County and the City hereby agree to the expressed terms above and execute this Amendment to the Agreement on the dates identified below.



County Commission approved and execution authorized by Resolution  No. _____ Date: _____	<b>CHARTER COUNTY OF WAYNE</b> By: _____ <b>Warren C. Evans</b> Its: County Executive Date: _____
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STATE OF MICHIGAN     )  
  )  
COUNTY OF WAYNE     )

This document was acknowledged before me on \_\_\_\_\_ by **Warren C. Evans**, on behalf of the Charter County of Wayne.

\_\_\_\_\_  
Notary Public, Wayne County, Michigan  
County of Wayne, State of Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in Wayne County

Plymouth City Commission approved and execution authorized by Resolution  No. _____ Date: _____	<b>CITY OF PLYMOUTH</b> By: _____ <b>Oliver Wolcott</b> Its: Mayor Date: _____
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STATE OF MICHIGAN     )  
  )  
COUNTY OF WAYNE     )

This document was acknowledged before me on \_\_\_\_\_ by **Oliver Wolcott** on behalf of the City of Plymouth.

\_\_\_\_\_  
Notary Public,  
County of Wayne, State of Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in Wayne County

APPROVED AS TO FORM:  
By: /s/Raynard O. Jones  
DEPT OF CORPORATION COUNSEL  
Approval Date: 2/3/2021

**EXHIBIT B: PROJECT DESCRIPTION**



## City of Plymouth – Recreation Department

### Project Description for Wayne County Parks Millage Allocation

County Fiscal Year 2019 / 2020

### Don Massey Field LED Lighting Retrofit

#### **Project:**

Don Massey Field is a community ball diamond used for adult softball, youth baseball and youth softball. The diamond was created by the City of Plymouth in the early 1970's. In the late 1970's to early 1980's, a metal halide lighting system was installed to allow for expanded nighttime use. Currently, the diamond is used six days a week during the Spring and Summer with additional use in the Fall for the youth soccer program that utilizes the outfield turf for small sided games.

Over the decades, metal halide lighting was the most common form of indoor or outdoor sport lighting. However, over the past five years, LED lighting has evolved to the point that it is much more reliable, cost efficient and offers a low maintenance option for public projects.

In order to capitalize on this advancement in technology, we would like to pursue every possible avenue to replace older metal halide and incandescent lighting with LED lighting options.

#### **Purpose:**

The main objective of the project is to create an improved and safer play environment for all program participants thru better event lighting. Since we currently have limited funding, we would like to complete the diamond's infield light poles in two stages. Stage one to be completed in Spring 2020 and stage two to be completed in Spring 2021.

#### **Purchasing and Funding:**

The budget number used for the LED lighting upgrade retrofit for the third base side of the diamond, as listed in the attached quote is \$18,300.00. If the final project cost does come in above the allocated \$16,926.00, that amount will be absorbed by the City Recreation Department.

If LED lighting project costs come in below the allocated \$16,926.00, we would like to use the balance to help fund the purchase infield soil conditioner to also improve the playing surface for the participants. The quote for five pallets of the infield soil conditioner is also attached.

All purchasing will follow currently adopted City of Plymouth purchasing procedures including approvals required by the City of Plymouth Commission by resolution.



## City of Plymouth – Recreation Department

### Project Description for Wayne County Parks Millage Allocation

County Fiscal Year 2020 / 2021

### Don Massey Field LED Lighting Retrofit – Phase 2

#### Project:

Don Massey Field is a community ball diamond used for adult softball, youth baseball and youth softball. The diamond was created by the City of Plymouth in the early 1970's. In the late 1970's to early 1980's, a metal halide lighting system was installed to allow for expanded nighttime use. Currently, the diamond is used six days a week during the Spring and Summer with additional use in the Fall for the youth soccer program that utilizes the outfield turf for small sided games.

Over the decades, metal halide lighting was the most common form of indoor or outdoor sport lighting. However, over the past five years, LED lighting has evolved to the point that it is much more reliable, cost efficient and offers a low maintenance option for public projects.

In order to capitalize on this advancement in technology, we would like to pursue every possible avenue to replace older metal halide and incandescent lighting with LED lighting options.

#### Purpose:

The main objective of the project is to create an improved and safer play environment for all program participants thru better event lighting. Thanks to the Wayne County Parks 2019-20 Millage, we able to complete the retrofit of the two third base line poles with new LED lighting fixtures. As listed in last year's project description, this was phase one of the project.

We would now like to continue with phase two of the project and retrofit the two first base line poles with the same LED fixtures to balance out the lighting for the diamond's infield.

#### Purchasing and Funding:

The budget number used for the LED lighting upgrade retrofit for the first base side of the diamond, as listed in the attached quotes and last year's man lift cost is \$17,328.78. If the final project cost does come in above the allocated \$17,749.00, that amount will be absorbed by the City Recreation Department.

If LED lighting project costs come in below the allocated \$17,749.00, we would like to use the balance to help fund the purchase infield soil conditioner to improve the playing surface for the participants. However, I would not anticipate for this to be the case.

All purchasing will follow currently adopted City of Plymouth purchasing procedures including approvals required by the City of Plymouth Commission by resolution.

## RESOLUTION

The following Resolution was offered by Comm. \_\_\_\_\_ and seconded by Comm. \_\_\_\_\_.

WHEREAS The City of Plymouth and the County of Wayne are two separate Governmental Units, and

WHEREAS They have chosen to enter into an Intergovernmental Agreement for improvements to City's Recreational facilities, and

WHEREAS The County of Wayne has requested an amendment to the original agreement that was put forth by the County and approved by the City Commission, and

WHEREAS Funding for this project is from the Wayne County Parks Tax Millage and the County is returning a small portion of the tax money generated by City of Plymouth Properties to the City for improvements to Parks and Recreation facilities.

NOW THEREFORE BE IT RESOLVED THAT The City Commission of the City of Plymouth does hereby authorize the Mayor to execute the documents titled Amendment No. 1 to the Agreement between the County of Wayne and the City of Plymouth for Improvements to lighting system at Don Massey Field. This agreement is to have the County provide \$17,749.00 to assist the City with those improvements.



## Administrative Recommendation

---

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

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

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: S:\Manager\Sincock Files\Memorandum - Critical Infrastructure Repairs - Shaw - 02-15-21.docx  
Date: February 10, 2021  
RE: Emergency Infrastructure Repairs – Design Build

---

### Background

We have informed the City Commission about the need for critical infrastructure repairs to our buildings. Further, the City Commission adopted a funding model for these repairs in the 2<sup>nd</sup> Quarter Budget Amendments at their last meeting.

Our Department of Municipal Services has been working with Shaw Construction to design and make repairs to our buildings. We have reviewed potential projects and we have determined that these are the most critical at this time. There are a total of five projects that are covered in this proposal.

- Weather protection to structural beams at Cultural Center – Outside of building near Concession
- Repairs & Replacement of Gable Ends of Municipal Services Building
- Repairs and stabilize front columns at City Hall.
- Repairs and Replace rotted wood at Gathering.
- Replace Automatic Doors at Cultural Center

We are proposing that Shaw Construction do the design build on the four projects that involve repairs, replacement, or sealing of our buildings. In a separate action we will be recommending the replacement of the automatic doors at the Cultural Center. Those doors have been there for twenty plus years and parts are no longer available or difficult to obtain.

We have attached a memorandum and proposals from Municipal Services Director Chris Porman which further outlines this project. We have extreme confidence in the ability to handle these diverse repairs and workmanship of Shaw Construction.

## Recommendation

The City Administration recommends that the City Commission authorize Shaw Construction to complete proposed critical infrastructure repairs to city facilities. We have attached a proposed Resolution for the City Commission to consider regarding this matter. Shaw construction has the skill set and the expertise to make these repairs and these repairs are necessary to preserve and protect our buildings.

Should you have any questions in advance of the meeting please feel free to contact either Chris Porman or myself.



## Department of Municipal Services

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

Date: February 9, 2021  
To: Paul Sincock, City Manager  
From: Chris S. Porman, Director of Municipal Services  
Re: Design-Build Agreement with Shaw Construction

### Background:

As you are aware, we have engaged in multiple conversations with Shaw Construction to provide a project delivery system known as “design-build” for a number of urgent repairs to some of our City facilities. We approached Shaw Construction due to our past positive working relationship on other projects, such as the Bilkie Family Field for the Miracle League of Plymouth as well as their efforts to be the General Contractor for the Wilcox Fountain in Kellogg Park.

In short, design-build is just that: one contractor to design and then build under one contract. For the projects listed below, there are some design elements needed prior to the construction or implementation of the repairs; although the scope of the projects do not lend themselves to needing full engineered drawings. These projects are repair in nature and not new build opportunities. As such, a design-build format is preferred. In other project delivery models, one entity designs a project, the City would be the middleman and seek bids, and hire another entity to construct the project. In the event there are disputes between the designer and the construction contractor, the City would be in the middle of trying to settle the dispute. In a design-build delivery, the contractor, Shaw Construction, has more ownership in the finished product as they are not only providing the design elements, but also the completion of the repairs.

I would term these repair projects as urgent for a multitude of reasons, such as timing of the work, and more importantly, safety and security of the facilities itself. Moving forward with a construction contractor the City is familiar with in a design-build format will ultimately save time and money as opposed to splitting the design and construction across multiple entities. This differs from our large infrastructure projects which require stamped engineering plans to be able to secure the proper permits from the state, and obviously more extensive planning and design work than what is being proposed here. The list below includes a brief scope of work as well as a cost estimate for repairs at the Cultural Center, DMS facility, City Hall, as well as the Gathering.

Website: [www.ci.plymouth.mi.us](http://www.ci.plymouth.mi.us)

email: [dms@ci.plymouth.mi.us](mailto:dms@ci.plymouth.mi.us)

Repair Project List

Cultural Center Glu Lam Protection

- Clad existing beams
- Ice and water shield
- Cover with panel and trim

\$40,957.00

DMS Facility Gable Ends

- Remove old siding and fiber boards
- Install OSB
- Install new siding

\$23,790.00

City Hall Column Base

- Remove old base
- Form new base
- Paint Column

\$7,926.00

The Gathering

- Remove old wood
- Install new wood
- Paint

\$13,866.00

These funding for these projects were included in the most recent budget amendments and will come from various General Fund accounts as directed by the Finance Director.

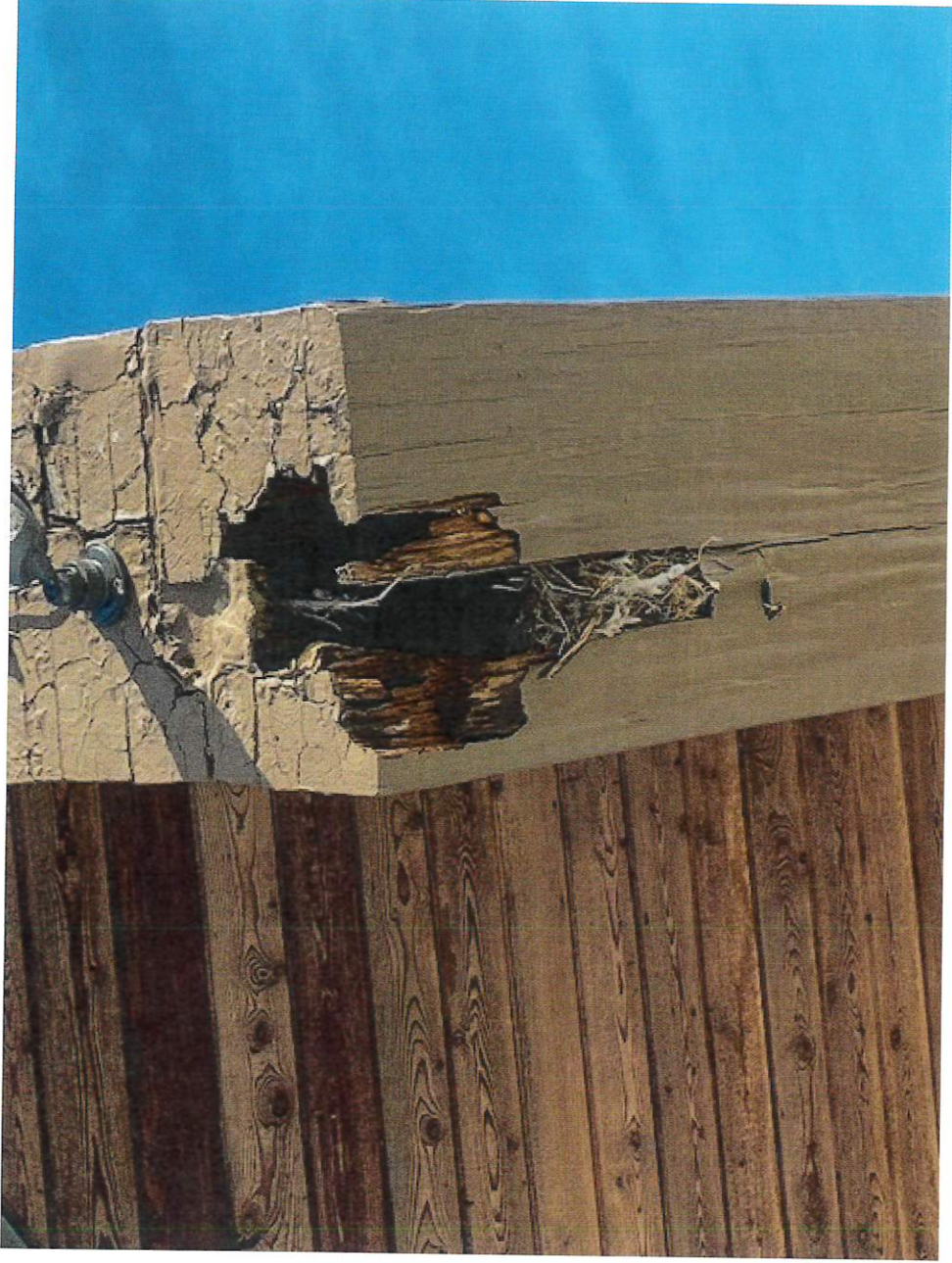
I would recommend that we seek approval from the City Commission to award Shaw Construction a design build contract in an amount not to exceed \$86,539.00 as listed in the attached proposals from Shaw Construction. This cost is inclusive of Shaw's ability to provide the necessary design solutions and completion of said repairs. There is a high level of confidence that Shaw Construction can complete the repairs in a safe, timely, and complete manner. Using a single contractor in a design-build delivery method will allow for the repair projects to be completed in a timelier, more cost effective manner.

Should you have any questions, please feel free to contact me.

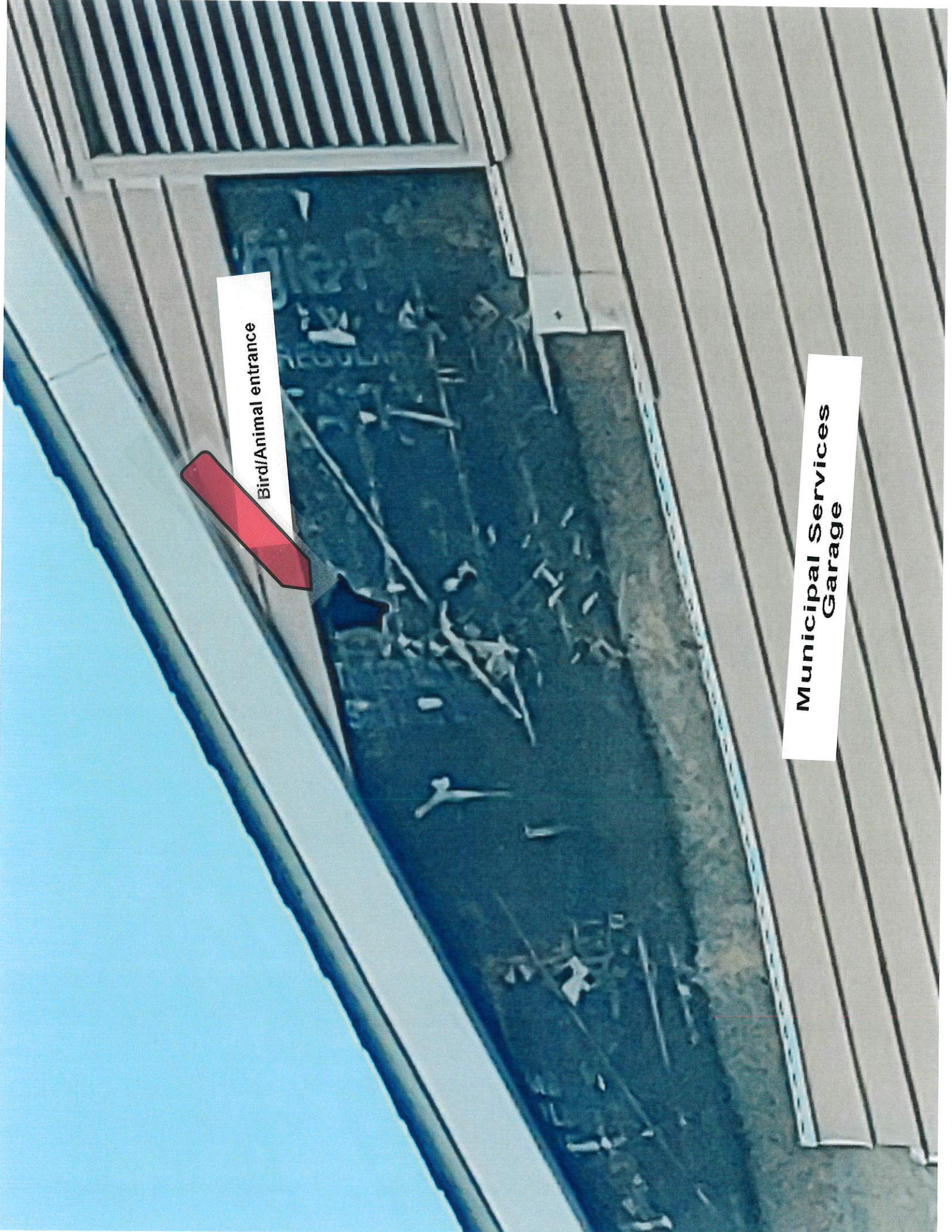




**Beams on outside of  
Plymouth Cultural Center**



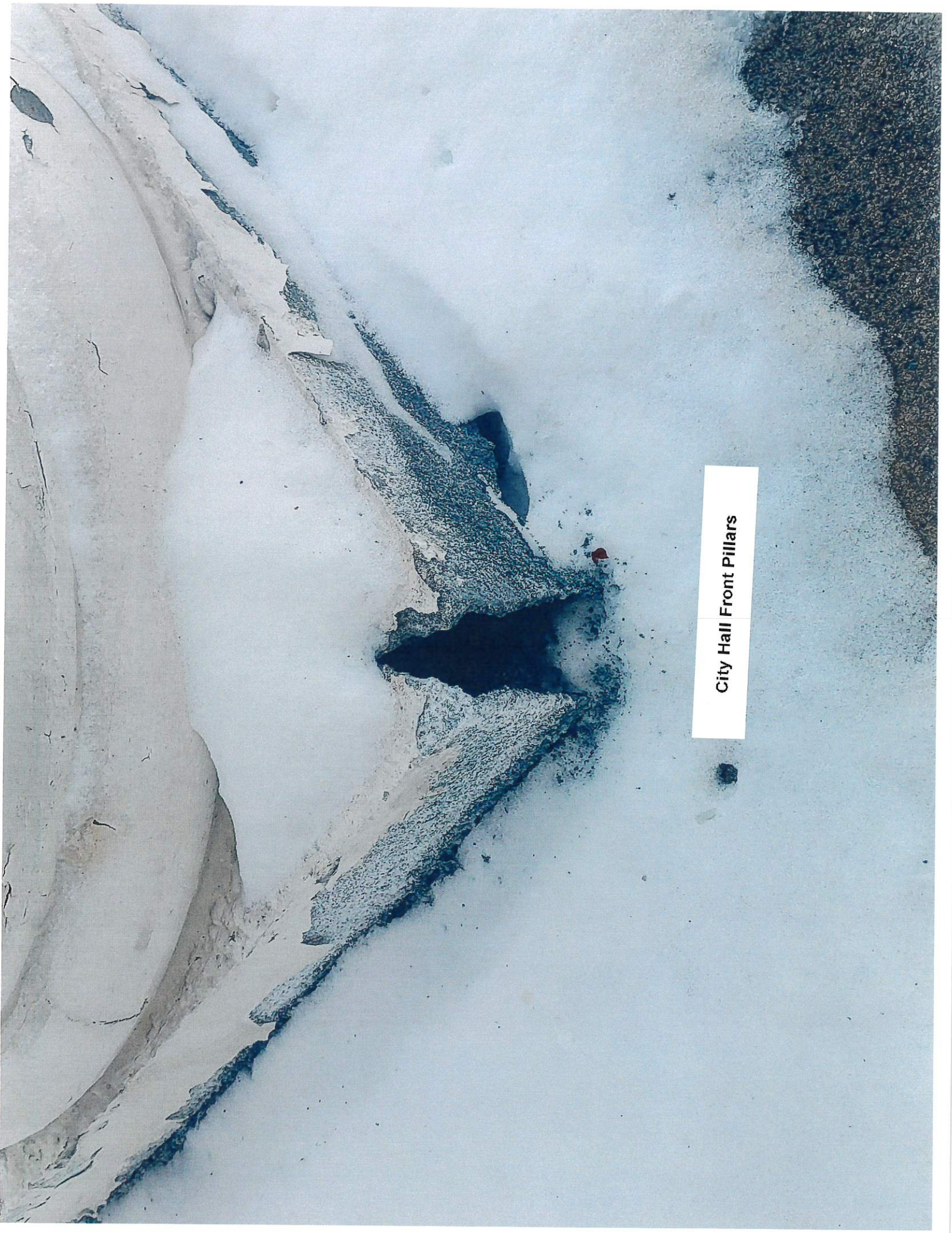
**Beams on outside of  
Plymouth Cultural Center**



Bird/Animal entrance



Municipal Services  
Garage



City Hall Front Pillars

Gathering Pavilion  
facing park





**CONSTRUCTION &  
MANAGEMENT CO.**

COMMERCIAL & INDUSTRIAL  
GENERAL CONTRACTORS

January 11, 2021

Mr. Chris Porman  
Director – Department of Municipal Services  
1231 Goldsmith  
Plymouth, MI 48170  
734-453-7737 x108

Re: City of Plymouth Cultural Center Glu Lam Protection

Mr. Porman,

As requested we offer our estimate of **Forty Thousand Nine Hundred Fifty Seven Dollars (\$40,957.00)** to complete the following work at the Cultural Center. Our estimate preparation was guided by a site visit.

o **Scope of work**

- Clad existing exterior glu-lam beams with 3/4" exterior grade plywood. Thru bolt beams to attach plywood. Ice and water shield
- Fur out plywood with 5/8" furring strips
- Install 24 gauge galv. metal siding by Metal Sales, USA, 1" deep x 16" wide mini batten to match existing profiles on building
- Panels and trim to have standard kynar finish, sealants to match
- Clean up, including dumpster

**Excluded:**

- o Permitting
- o Engineering/Structural Shoring/Structural Repair
- o Warranty of Condition of Beams
- o Unforeseen conditions

Again, we are gratified to be part of your project and stand ready to assist in any way possible.

Sincerely yours,

Shaw Construction & Management Co.

---

Theodore V. Barker, President



**CONSTRUCTION &  
MANAGEMENT CO.**

COMMERCIAL & INDUSTRIAL  
GENERAL CONTRACTORS

November 6, 2020

Mr. Chris Porman  
Director – Department of Municipal Services  
1231 Goldsmith  
Plymouth, MI 48170  
734-453-7737 x108

Re: DPW Gable Ends

Mr. Porman,

As requested we offer our estimate of **Twenty Three Thousand Seven Hundred Ninety Dollars (\$23,790.00)** to complete the following work at your DPW building at 1231 Goldsmith. Our estimate preparation was guided by a site visit.

○ **Scope of work**

- Remove old siding and fiber board at both gable ends
- Install OSB on existing framing
- Home Wrap OSB
- Install New Siding/Trim
- All materials/fasteners included
- Lift rental
- Clean up, including dumpster

**Excluded:**

- Permitting
- Unforeseen conditions
- Roofing

Again, we are gratified to be part of your project and stand ready to assist in any way possible.

Sincerely yours,

Shaw Construction & Management Co.

---

Theodore V. Barker, President



**CONSTRUCTION &  
MANAGEMENT CO.**

COMMERCIAL & INDUSTRIAL  
GENERAL CONTRACTORS

November 18, 2020

Mr. Chris Porman  
Director – Department of Municipal Services  
1231 Goldsmith  
Plymouth, MI 48170  
734-453-7737 x108

Re: City of Plymouth City Hall Column Base Replacement

Mr. Porman,

As requested we offer our estimate of **Seven Thousand Nine Hundred Twenty Six Dollars (\$7,926.00)** to complete the following work at City Hall. Our estimate preparation was guided by a site visit.

o **Scope of work**

- Remove old metal base and trim as needed
- Pack middle of base area with non-shrink grout
- Pin base to existing concrete slab
- Form (sauna tube), pour new base, height TBD
- Paint columns with exterior grade paint to match columns
- Clean up, including dumpster

**Excluded:**

- o Permitting
- o Structural Shoring/Structural Repair
- o Unforeseen conditions

Again, we are gratified to be part of your project and stand ready to assist in any way possible.

Sincerely yours,

Shaw Construction & Management Co.

---

Theodore V. Barker, President





**CONSTRUCTION &  
MANAGEMENT CO.**

COMMERCIAL & INDUSTRIAL  
GENERAL CONTRACTORS

November 6, 2020

Mr. Chris Porman  
Director – Department of Municipal Services  
1231 Goldsmith  
Plymouth, MI 48170  
734-453-7737 x108

Re: Farmers Market Pavilion Wood Trim Replacement

Mr. Porman,

As requested we offer our estimate of **Thirteen Thousand Eight Hundred Sixty Six Dollars (\$13,866.00)** to complete the following work at the downtown Plymouth Pavilion (Farmers Market) Our estimate preparation was guided by a site visit.

o **Scope of work**

- Remove old wood/trim/fixtures
- Install new wood/trim
- Paint to match (white)
- All materials/fasteners included
- Lift rental
- Clean up, including dumpster

**Excluded:**

- o Permitting
- o Unforeseen conditions
- o Vinyl/Metal Siding/Masonry
- o Electrical/Mechanical

Again, we are gratified to be part of your project and stand ready to assist in any way possible.

Sincerely yours,

Shaw Construction & Management Co.

---

Theodore V. Barker, President

## RESOLUTION

The following Resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

WHEREAS The City of Plymouth has a number of different buildings and some Are in need of critical maintenance and repairs, and

WHEREAS The City Administration has prioritized a total of five projects that Need immediate attention, and

WHEREAS The City Administration has been working with Shaw Construction To review and develop a plan of action to complete these emergency repairs, and

WHEREAS The City Commission has authorized funding for these repairs in The 2<sup>nd</sup> Quarter Budget Amendments that were adopted on February 1, 2021.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a contract with Shaw Construction in the amount of \$86,539.00 for repairs to the Plymouth Cultural Center Glu-Lam Protection, Department of Municipal Services open gables, City Hall columns, and the Gathering Pavilion.



## Administrative Recommendation

---

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

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

To: Mayor & City Commission  
From: Paul J. Sincoc, City Manager  
CC: S:\Manager\Sincoc Files\Memorandum - Critical Infrastructure Repairs - Doors at PCC Stanley Door - 02-15-21.docx  
Date: February 11, 2021  
RE: Emergency Infrastructure Repairs – Doors at PCC

---

### **Background**

This is the second action of two tonight for critical infrastructure repairs to our buildings. This action is related to the sliding doors at the Plymouth Cultural Center. These doors are on the main entrance to the building and the entrance to the ice arena. The doors were installed in the late 90's, but before 2002. The issue here is that the doors have open and closed over a million times over the past twenty plus years and parts are not either non-existent or extremely hard to get because we have to find a door that has been removed from service to "gut" the parts we need. The toll of decades worth of hockey equipment coming in and out of the building has caused the doors to need a major maintenance upgrade.

We are proposing to award the project to Stanley Door because the new frames will match the existing frames and we will not have to restructure the glass and brick entrance way. We have a proposal from Stanley Door in the amount of \$25,670.00 to replace all three sets of automatic doors. There will be a five-to-six-week delay between order and the start of installation.

We have attached a memorandum from Recreation Director Steve Anderson, which provides additional insight to the scope of this project.

### **Recommendation**

The City Administration recommends to the City Commission that they award the contract for Stanley Door to replace three sets of automatic doors at the Plymouth Cultural Center in the amount of \$25,670. This cost was addressed in the recent budget amendments that the City Commission adopted on February 1, 2021.

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




# CITY OF PLYMOUTH

www.plymouthmi.gov

Recreation Department  
Plymouth Cultural Center  
525 Farmer  
Plymouth, MI 48170

Phone 734-455-6620

## Memo

To: Paul Sincock, City Manager  
From: Steve Anderson, Recreation Director   
CC:  
Date: 2/9/2021  
Re: Cultural Center Automatic Doors Replacement Project

---

As you are aware, the automatic doors at the Cultural Center serve a very important function to meet ADA compliance for our very diverse user groups. In addition, over the past twenty years, the value of the automatic doors has become very apparent during our very large elections, special events, rentals and hockey championship games.

The current Cultural Center exterior and interior automatic doors were installed around 2001. At the time, this was a massive improvement from the huge steel and glass doors that were original to the building. The original 1972 doors made entering the building and ice arena difficult for those individuals with physical challenges and those carrying various types of equipment bags.

After twenty years of use and with over one million opens and closures (the doors have counters) we have reached a point where the doors have met and exceeded their expected service life. The replacement parts either no longer exist or are extremely expensive due to their limited availability.

At this point, with the current bent glass frames, bent thresholds, broken hinges, broken wind damper safety arms, warped motor / belt assemblies, random action motion sensors and friction scarred panels, it is cheaper to replace the entire door than try to acquire all the needed parts to bring a twenty year old doors back into proper service.

We have gone back to Stanley Door for the proposed replacements on this project. This was done not only for the fact that they are one of the few options available for this type of service but also because we know that we would not have to restructure the exterior glass vestibules or the cinderblock opening into the ice arena. Any alteration of current structures would surely increase the cost and time needed to complete this proposed project.

THE CITY OF HOMES

twitter.com/plymouthmigo v facebook.com/cityofplymouthrecreation

Lastly, we are very aware that this replacement project could or should have been done five, eight or even ten years ago. However, as we are all aware, capital improvements are the first things to be put on the shelf when other needs or projects come to the forefront. Nonetheless, there comes a point that even the most mundane repair items can't be put on the back burner any longer.

Please find attached the following quotes and structural drawings from Stanley Access Technologies of Allen Park, Michigan:

- 2 sets of DURAGLIDE 3000 BP External Bronze Anodized Aluminum and Glass Automatic Doors  
\$17,790.00
- 1 set of DURAGLIDE 3000 BP Internal Clear Anodized Aluminum and Glass Automatic Doors  
\$7,880.00

The total of the three doors, with installation, would come to \$25,670.00. The doors would take approximately 5 to 6 weeks of lead time to assemble as well as the actual installation planning period. The account number for the proposed project would be 101-900-976.751

Please contact me anytime regarding any questions or any needed additional information.



Robert Hunter  
Territory Manager

Detroit Branch  
9392 Melbourne Ave.  
Allen Park, Michigan  
USA, 48101  
Tel: 248-789-7723  
Fax: 866-888-7035  
Mobile:  
Email: Robert.Hunter@sbdinc.com

Attn: Steve Anderson  
Plymouth Cultural Center & Ice Arena  
525 Farmer  
Plymouth, MI 48170  
Tel: 734-455-6620 (Ext. 302)  
Email: sanderson@plymouthmi.gov

**Quotation #270809-1**  
Plymouth Cultural Center & Ice  
Arena/Main Vestibule Entrances

19 November, 2020

Stanley Access Technologies, LLC is pleased to provide you a quotation to Furnish and Install the following:

- 2 ea. Stanley DG3000BP Automatic Bi-Part Sliding Doors w/Transom Assemblies, Dark Bronze Anodize Aluminum Finishes
- 1 ea. Lot - Glass/Glazing/Break Metal Trim/Perimeter Caulking (1/4" Clear Tempered Glass Infills)
- 1 ea. Lot - Labor/Demo-Removal-Prep (Existing Storefront)

**Net Price: \$17,790.00**

**Scope of Work:**

Demo-Removal-Disposal Of The Two (2) Automatic Sliding Doors/Transoms At The Plymouth Cultural Center & Ice Arena Main Vestibule Entrance In Plymouth, Michigan. Stanley Technician Note: Please Prepare All 120V Power/Wiring For Reuse w/New Sliding Doors. Also, Please Keep Existing Main Entry Frame Verticals For Use w/New Main Entry Door Packages.

Furnish And Install Two (2) Stanley DG3000BP Automatic Bi-Part Sliding Doors w/Transom Assemblies In Dark Bronze Anodize Aluminum Finishes At The Plymouth Cultural Center & Ice Arena Main Vestibule Entrance In Plymouth, Michigan.

Main Entry Vestibule Exterior Installation Includes: Dark Bronze Anodize Aluminum Finish, Frame Dimensions = 188"W x 117-1/2"H (Header Top @ 96" AFF & Transom Top @ 117-1/2" AFF), Transom Assembly w/2 Vertical Mullions (Aligned w/Panel Overlaps), Clear Open Dimensions = 82-1/4"W x 86-1/2"H, Stanley X-Zone Motion/Presence Sensor System, Narrow Stiles, 5" Top Rails, 2" Mid Rails, 10" Bottom Rails, Continuous 6" Double Bevel Threshold, 2-Point Mechanical Locking (Keyed Exterior/Thumbturn Interior Cylinders), Alarm Contacts, Wind Damper Arms, Panic Breakout Of All Panels (SO-SX-SX-SO Configuration), 1/4" Clear Tempered Glass Infills, And Perimeter Caulking.

Main Entry Vestibule Interior Installation Includes: Dark Bronze Anodize Aluminum Finish, Frame Dimensions = 188"W x 119-1/4"H (Header Top @ 96" AFF & Transom Top @ 119-1/4" AFF), Transom Assembly w/2 Vertical Mullions (Aligned w/Panel Overlaps), Clear Open Dimensions = 82-1/4"W x 86-1/2"H, Stanley X-Zone Motion/Presence Sensor System, Narrow Stiles, 5" Top Rails, 2" Mid Rails, 10" Bottom Rails, Continuous 6" Double Bevel Threshold, 2-Point Mechanical Locking (Keyed Exterior/Thumbturn Interior Cylinders), Alarm Contacts, Panic Breakout Of All Panels (SO-SX-SX-SO Configuration), 1/4" Clear Tempered Glass Infills, And Perimeter Caulking.

**Lead Time/Warranty:**

**Lead Time:** Current equipment lead time is 5-6 weeks from receipt of order and approved dimensions. Equipment is furnished and installed during normal business hours, (8:00AM to 4:30PM, Mon-Fri).

**Warranty:** 1 year/parts and labor. During normal business hours Mon-Fri 8:00AM to 4:30PM.

**Exclusions:**

— After hours premium labor.

If you would like to pay by Credit Card, please contact us at 1(800) 722-2377 Ext. 4.

We accept the following Credit Cards:

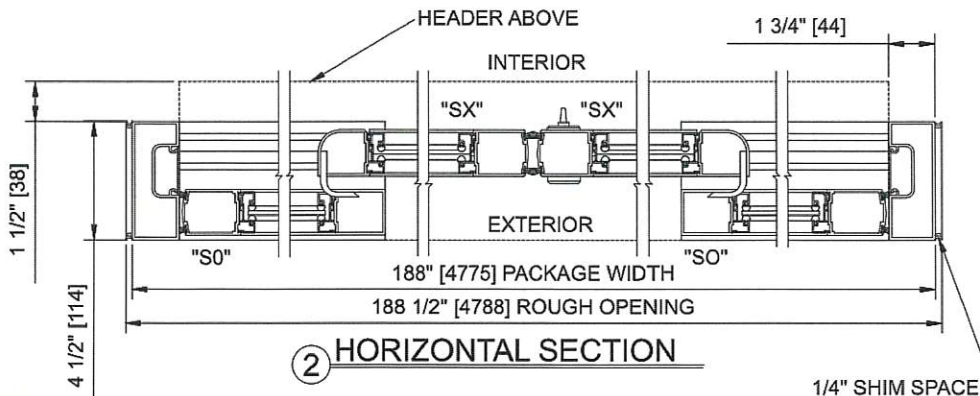
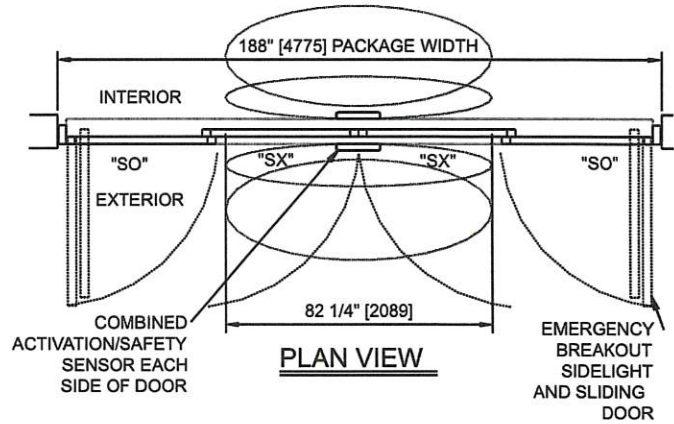
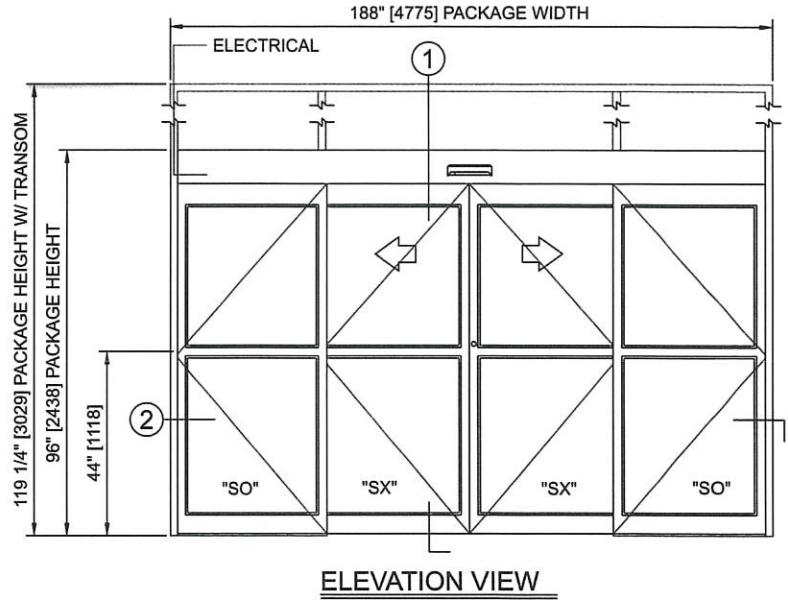
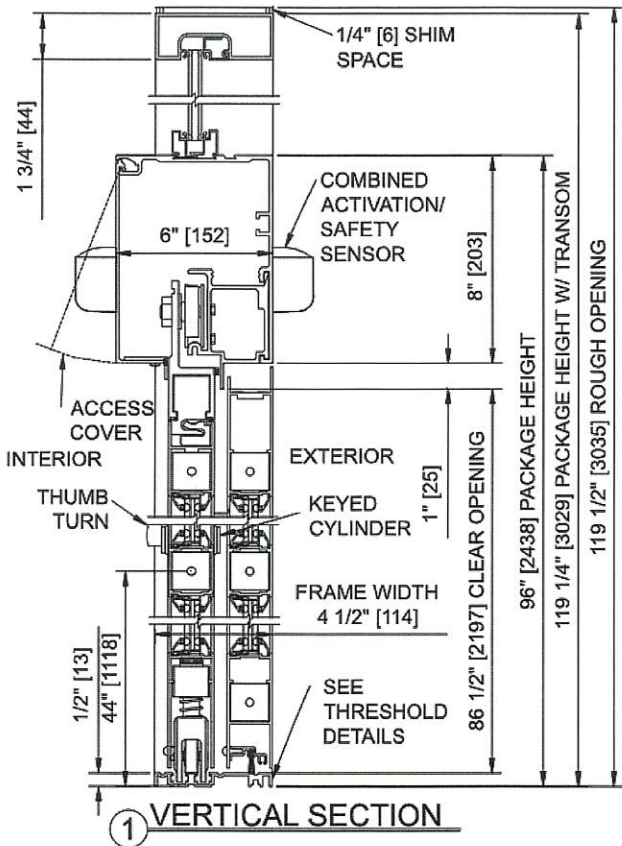


**STANLEY.**

Job Name : Plymouth Cultural Center & Ice Arena/Main Vestibule Entrances  
Location :  
Door Location : Main Vestibule Interior Entrance

Job# : 270809  
Product Qty : 1  
Product : DURAGLIDE 3000 BP

Date: Nov 19 2020



**STANLEY.**

**Job Name :** Plymouth Cultural Center & Ice Arena/Main Vestibule Entrances  
**Location :**  
**Door Location :** Main Vestibule Interior Entrance

**Job# :** 270809  
**Product Qty :** 1  
**Product :** DURAGLIDE 3000 BP

**Date:** Nov 19 2020

### Door Details

Package Width	Masonry/Rough Opening Width	Clear Door Opening Width	Emergency Breakout	Package Height With Transom	Rough Opening Height With Transom
188.0000"	188.5000"	82.3020"	173.5000"	119.2500"	119.5000"

Options	Inclusions/Exclusions
<p><b><u>Finish</u></b>            Door Package Color                      Dark Bronze Anodized</p> <p><b><u>Locking / Access Control</u></b>            Cylinder Options                              Standard            Lock Configuration                            Cylinder/Thumbturn Required            Lock Config Options                            Two Point Lock</p> <p><b><u>Options and Accessories</u></b>            Lock Config Options                            Two Point Lock            Cylinder Options                                Standard            Jamb Substitution                                No Substitution            Threshold Option                                Double Bevel 6" (Continuous)            Switch and Control Options                    Alarm Contacts                Door Position Switch            Switch Type                                        Rocker Switches in Header</p> <p><b><u>Glass Specifications</u></b>            Transom Glass Thickness                        0.2500"            SX Glass Thickness                                0.2500"            SO Glass Thickness                                0.2500"</p>	<p><b><u>Inclusions</u></b>            Door package installation.            Preparation of rough opening.            Doors, frames &amp; associated hardware.            Demolition of existing storefront.            120 volts AC to inside auto door header 5 amp min.            Glass &amp; Glazing.            Break metal.            Caulking.</p> <p><b><u>Exclusions</u></b>            After hours premium labor.</p>

### Shop Drawing / Submittal Review

Date: \_\_\_\_\_

No Exceptions Taken

Furnish with Changes Noted

Review and Resubmit

Rejected

SUBMITTAL WAS REVIEWED FOR GENERAL CONFORMANCE TO THE CONTRACT DOCUMENTS. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR CONFIRMING AND CORRELATING DIMENSIONS AT JOBSITE FOR TOLERANCE, CLEARANCE, QUANTITIES, FABRICATION, TECHNIQUES OF CONSTRUCTION, COORDINATION OF THIS WORK WITH THE WORK OF OTHER TRADES, AND FULL COMPLIANCE WITH THE CONTRACT DOCUMENTS.

By: \_\_\_\_\_

Company: \_\_\_\_\_





Robert Hunter  
Territory Manager

Detroit Branch  
9392 Melbourne Ave.  
Allen Park, Michigan  
USA, 48101  
Tel: 248-789-7723  
Fax: 866-888-7035  
Mobile:  
Email: Robert.Hunter@sbdinc.com

Attn: Steve Anderson  
Plymouth Cultural Center & Ice Arena  
525 Farmer  
Plymouth, MI 48170  
Tel: 734-455-6620 (Ext. 302)  
Email: sanderson@plymouthmi.gov

**Quotation #270810-1**  
Plymouth Cultural Center & Ice  
Arena/Interior Arena Entrance

19 November, 2020

Stanley Access Technologies, LLC is pleased to provide you a quotation to Furnish and Install the following:

- 1 ea. Stanley DG3000BP Automatic Bi-Part Sliding Door Package, Clear Anodize Aluminum Finish
- 1 ea. Lot - Glass/Glazing/Perimeter Caulking (1/4" Clear Tempered Glass Infills)
- 1 ea. Lot - Labor/Demo-Removal-Prep (Existing Sliding Door)

**Net Price: \$7,880.00**

**Scope of Work:**

Demo-Removal-Disposal Of The Automatic Sliding Door At The Plymouth Cultural Center & Ice Arena Interior Ice Arena Entrance In Plymouth, Michigan. Stanley Technician Note: Please Prepare Existing 120V Power/Wiring For Reuse w/New Sliding Door.

Furnish And Install One (1) Stanley DG3000BP Automatic Bi-Part Sliding Door Package In A Clear Anodize Aluminum Finish At The Plymouth Cultural Center & Ice Arena Interior Ice Arena Entrance In Plymouth, Michigan.

Ice Arena (Interior) Installation Includes: Clear Anodize Aluminum Finish, Frame Dimensions = 186-1/2"W x 95-1/2"H, Clear Open Dimensions = 81-1/2"W x 86"H, Stanley X-Zone Motion/Presence Sensor System, Narrow Stiles, 5" Top Rails, 2" Mid Rails, 10" Bottom Rails, Continuous 6" Double Bevel Threshold, 2-Point Mechanical Locking (Keyed Exterior/Thumbturn Interior Cylinders), Alarm Contacts, Panic Breakout Of All Panels (SO-SX-SX-SO Configuration), 1/4" Clear Tempered Glass Infills, And Perimeter Caulking.

**Lead Time/Warranty:**

**Lead Time:** Current equipment lead time is 5-6 weeks from receipt of order and approved dimensions. Equipment is furnished and installed during normal business hours, (8:00AM to 4:30PM, Mon-Fri).

**Warranty:** 1 year/parts and labor. During normal business hours Mon-Fri 8:00AM to 4:30PM.

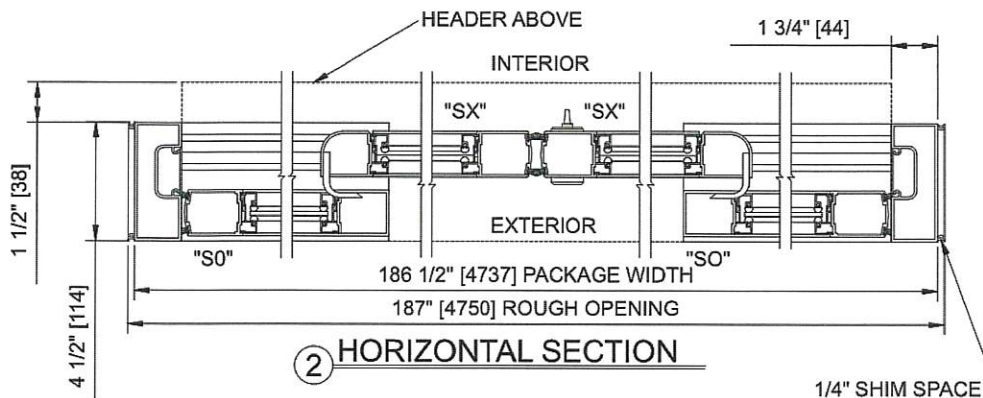
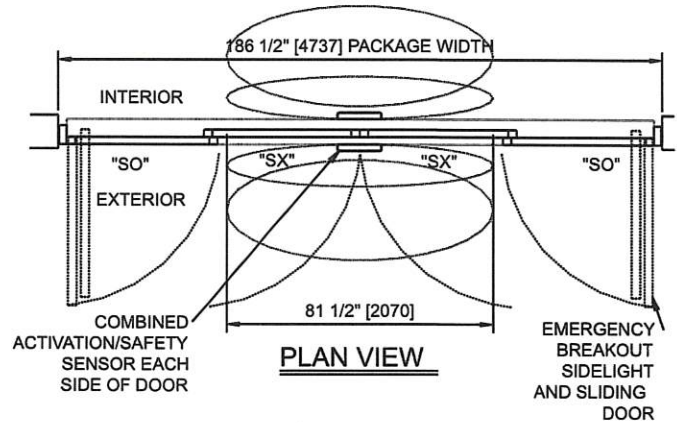
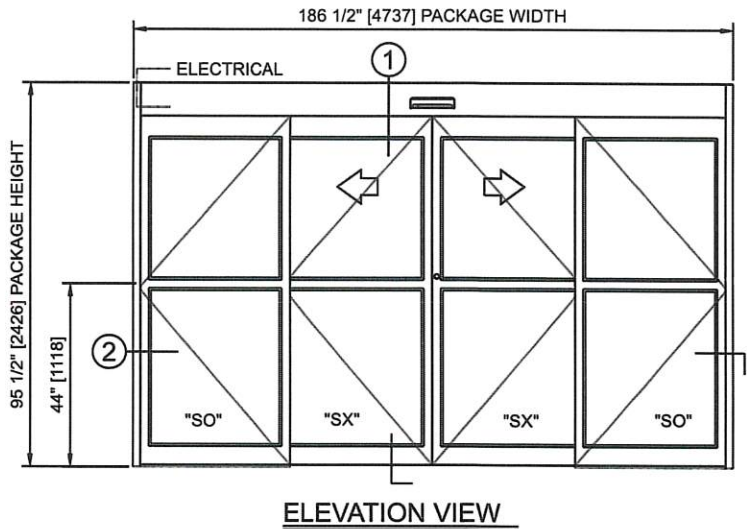
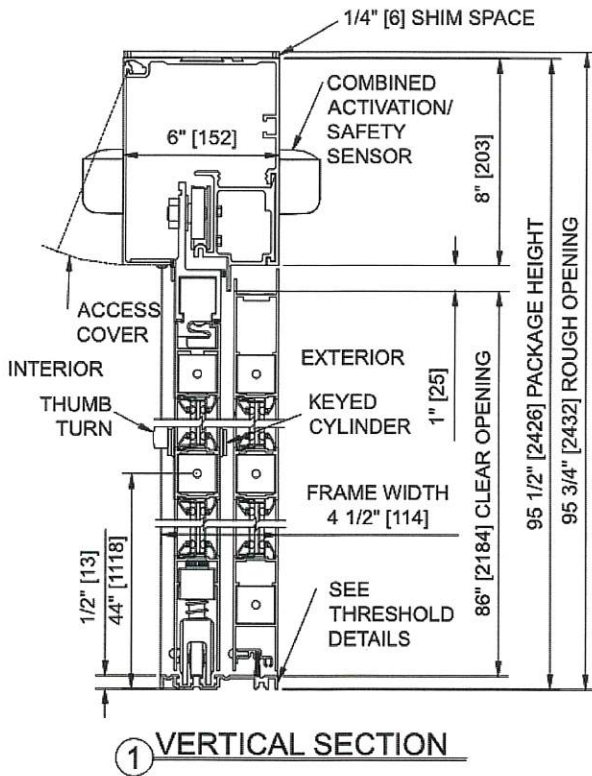
**Exclusions:**

— After hours premium labor.

If you would like to pay by Credit Card, please contact us at 1(800) 722-2377 Ext. 4.

We accept the following Credit Cards:







## RESOLUTION

The following Resolution was offered by \_\_\_\_\_ and seconded by

\_\_\_\_\_.

WHEREAS The City of Plymouth has a number of different buildings and some are  
In need of critical maintenance and repairs, and

WHEREAS The City Administration has prioritized a total of five projects that are  
In need of Immediate attention, and

WHEREAS The City Administration has been working with Stanley Door to review  
And develop a plan of action to complete the removal and installation  
Of the ADA Doors to the Plymouth Cultural Center, and

WHEREAS The City Commission has authorized funding for these repairs in the  
2<sup>nd</sup> Quarter Budget Amendments that were adopted on February 1,  
2021.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth  
does hereby authorize a contract with Stanley Door for the removal and replacement  
of the sliding doors ADA Doors at the Plymouth Cultural Center in the amount of  
\$25,670.00.



# CITY OF PLYMOUTH

ITEM #8.a

201 S. Main  
Plymouth, Michigan 48170-1637

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A re-scheduled meeting of the Zoning Board of Appeals was held on Thursday,  
February 11, 2021

Originally scheduled for Thursday FEBRUARY 4, 2021

(rescheduled– City web site down)

at 7:00 P.M. online via Zoom to consider the following requests:

Z21-03 Non-Use Variance Request for 696 Forest

Front yard setback along Linden

Zoned: R-1, Single-Family Residential

Applicant: Renee Plant

1 - A variance request of 1.6 feet to the Front yard setback on Linden

Decision: no 5.0, yes zero - petition request denied

2 - A variance request of .4 feet for a porch along Linden

Decision: yes 4, no 1 – petition request approved

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A special meeting of the Zoning Board of Appeals will be held on Tuesday,  
February 16, 2021 (rescheduled– City web site down)

at 7:00 P.M. online via Zoom to consider the following:

Z21-04 Non-Use Variance Request for 925 Fairground

Front Yard Setback

Zoned: R-1, Single-Family Residential

Applicant: Paul Albanese

Submitted by Ed Krol