



Plymouth City Commission

Regular Meeting Agenda

Monday, April 5, 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/85236638261>

Webinar ID: 852 3663 8261 Passcode – 698422

International numbers available: <https://us02web.zoom.us/u/kbt14pgHXK>

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 March 15, 2021 City Commission Regular Meeting Minutes
- b. Special Event Approval – Downtown Plymouth Spring Artisan Market, Saturday, April 24, 2021
- c. Special Event Approval – Old Village Yard & Trunk Sale, Saturday, April 24, 2021
- d. Special Event Approval – Wednesday Night Workouts, Wednesdays Memorial Day through Labor Day

5. COMMISSION COMMENTS

6. OLD BUSINESS

7. NEW BUSINESS

- a. Tentative Agreement with Plymouth DMS Employee Union (TPOAM)
- b. Authorization to Hire - DMS
- c. Road Salt Bid Authorization for Winter 2021-22 MiDeal
- d. Joint Authorization between City and DDA for Traffic Signals
- e. Beck Road Business Corridor Improvement Project – Resolution of Support

8. REPORTS AND CORRESPONDENCE

- a. Delivery of 2021-22 Budget to City Commission – NO ACTION NEEDED
- b. 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 35th 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, March 15, 2021 - 7:00 p.m. In-Person at 525 Farmer and Online Webinar

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 7:01 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

- a. Presentation

Executive Director of the Michigan Independent Citizens Redistricting Commission Sue Hammersmith provided information about the group's progress. They are currently in the public hearing phase.

Ellen Elliott, 404 Irvin, informed the Commission that longtime library board member Steve Harper passed away last week. She also said she appreciated the DDA's work in providing the Shamrock on a Shelf program. DDA Director Tony Bruscatto thanked the Rotary Club of Plymouth for its donation of \$10,000 to fund the program.

Jack Wilson, 1157 Penniman, offered suggestions about crosswalks, communication about infrastructure projects, railroad crossings and recycling.

3. APPROVAL OF THE AGENDA

Moroz offered a motion, seconded by Sebastian, to approve the agenda for Monday, March 15, 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

- a. Approval of March 1, 2021 City Commission Regular Meeting Minutes
- b. Approval of February 2021 Bills
- c. Special Event Approval- Knights of Columbus Annual Tootsie Roll Drive, Friday-Sunday, Mar 26-28, 2021
- d. Special Event Approval- Plymouth Historical Society Ghosts of Plymouth Walk, April 24, 2021

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 asked for information about the status of the railroad app and the number of visitors to the City’s website. Sincock said the app is still in beta testing, and that staff would tally the number of website visitors. Deal said the DDA did a great job on the Shamrock on a Shelf program. She also asked about spring cleanup and was told the event would happen this spring, but the date has not been selected yet. O’Donnell asked whether the administration was monitoring usage of the pedestrian crossing at Ann Arbor Trail and Main St. and Sincock said that they were monitoring use and have added extra signs with instructions for the signal. Wolcott said he appreciates the staff’s flexibility and adaptability which was evident in the recent vaccine event. He also remarked on the positive relationships in the community that lead to partnerships like the Rotary’s involvement in the Shamrock on a Shelf program.

6. OLD BUSINESS

There was no old business.

7. NEW BUSINESS

a. Wilcox Fountain in Kellogg Park – Shaw Construction Contract

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

RESOLUTION 2021-25

- 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 Site preparation, restoration and construction management will be handled by Shaw Construction; and
- WHEREAS The City Attorney’s Office has worked with all parties in this matter to bring The Shaw Construction contract 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 Shaw Construction to provide certain construction services related to 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 with the official meeting minutes of this City Commission meeting.

AIA® Document A105™ -- 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 15 day of March in the year 2021. All terms and conditions set forth in this Contract shall apply retroactively to the date of Project commencement on about February 1, 2021.

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Plymouth, Michigan
c/o Oliver Wolcott
201 S. Main
Plymouth, Michigan 48170

and the Contractor:

(Name, legal status, address and other information)

Shaw Construction and Management 13980 Farmington Rd.
Livonia, MI 48154

for the following Project:

(Name, location and detailed description)

City of Plymouth Kellogg Park Fountain
777 West Ann Arbor Trail Rd.
Plymouth, MI 48170

The Architect:

(Name, legal status, address and other information)

Russell Design
114 Rayson St. Suite 2A
Northville, MI 48167

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- 1 this Agreement signed by the Owner and Contractor;
- 2 the drawings and specifications ("Instruments of Service") prepared by the Architect/Engineer, dated TBD and enumerated as follows:

Drawings:

Number	Title	Date
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Specifications:

Section	Title	Pages
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- 3 addenda prepared by the Architect/Engineer as follows:

Number	Date	Pages
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- 4. written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- 5. other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

165 Calendar Days

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work.
(Check the appropriate box and complete the necessary information.)

- Not later than One Hundred and Sixty Five (65) calendar days from the date of commencement.
- By the following date:

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Two Hundred and Nineteen Thousand Six Hundred Eighty One Dollars (\$ 219,681.00). This is a lump sum not to exceed amount per the proposal attached as Exhibit 1. The contract price is based on allowances. Each individual allowance will be treated as a lump sum not to exceed amount and billed against on a time and material basis.

§ 3.2

(Paragraphs deleted)
 Intentionally Omitted
(Table deleted)

§ 3.3

(Paragraphs deleted)
 Intentionally Omitted

§ 3.4

(Paragraphs deleted)
 See, Section § 3.1.
(Table deleted)

§ 3.5

(Paragraphs deleted)
 Intentionally Omitted
(Table deleted)

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

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30 Days, no retainage

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest commencing 30 days after the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project. (Insert rate of interest agreed upon, if any.)

3 %

ARTICLE 5 INSURANCE- See, Exhibit 2, Certificate of Insurance.

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability Insurance for the Project, written on an occurrence form, with policy limits of not less than \$ 1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate for products-completed operations hazard and umbrella of \$5,000,000.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than \$1,000,000 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit.

§ 5.1.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.

The Owner shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor -

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
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§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability Insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, Contractor shall provide certificates of insurance showing their respective coverages. See, Exhibit I.

mit.

§ 5.6 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" includes all architectural and engineering design services required to demolish and prepare the site for the installation of the new fountain, the generation of all required demolition and construction drawings and specifications, i.e. Instruments of Service for the Work, and all construction/services required by the Contract Documents which includes all labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect/Engineer are Instruments of Service for use solely with respect to this Project. The Architect/Engineer is the author of the Instruments of Service but upon payment, all common law, statutory, and other reserved rights, including the copyright, shall be transferred to and vested in the Owner. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such

default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Owner may withhold payment, in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Owner.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5. Nothing in this provision is intended to any way limit the Owner's legal remedies including common law claims such as professional negligence, breach of contract for defective work, or other legal claims/remedies.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

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§ 8.7 Permits, Fees and Notices

§ 8.7.1 Intentionally Omitted

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Owner shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Contractor is the design builder and shall provide all architectural and engineering design services required for the demolition and preparation of the site for the installation for the new fountain.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 Intentionally Omitted

§ 9.4 Intentionally Omitted

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

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§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time may be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time may be subject to equitable adjustment. Contractor will not be entitled to a change order for any delays.

§ 11.3 Intentionally Omitted

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Intentionally Omitted

§ 12.4 Progress Payments

§ 12.4.1 After the Owner has review and Application for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 Intentionally Omitted

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will approve final payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

init.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 Intentionally Omitted

§ 15.2.3 Intentionally Omitted

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

Intentionally Omitted

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

§ 17.1 MEDIATION

§ 17.1.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract (the "Claims") shall be subject to mediation as a condition precedent to binding arbitration.

§ 17.1.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending

mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 17.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature)

CONTRACTOR (Signature)

City of Plymouth, Michigan
Oliver Wolcott
201 S. Main Plymouth, Michigan 48170
(Printed name and title)

Theodore V. Barker, AC
President
Shaw Construction and Management

LICENSE NO.:
JURISDICTION:

Open.09992.80534.25961021-1

Init.

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User Notes: (1960862261)

Additions and Deletions Report for
AIA® Document A105™ – 2017

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PAGE 1

AGREEMENT made as of the 15 day of March in the year 2021. All terms and conditions set forth in this Contract shall apply retroactively to the date of Project commencement on about February 1, 2021.

...

City of Plymouth, Michigan
c/o Oliver Wolcott
201 S. Main
Plymouth, Michigan 48170

...

Shaw Construction and Management 13980 Farmington Rd.
Livonia, MI 48154

...

City of Plymouth Kellogg Park Fountain
777 West Ann Arbor Trail Rd.
Plymouth, MI 48170

...

Russell Design
114 Rayson St. Suite 2A
Northville, MI 48167
PAGE 2

- .2 the drawings and specifications prepared by the Architect, dated [redacted] ("Instruments of Service") prepared by the Architect/Engineer, dated TBD and enumerated as follows:

...

- .3 addenda prepared by the Architect/Engineer as follows:

PAGE 3

165 Calendar Days

...

[] Not later than One Hundred and Sixty Five (165) calendar days from the date of commencement.

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User Notes:

{106886201}

...
~~(\$)~~Two Hundred and Nineteen Thousand Six Hundred Eighty One Dollars (\$ 219,681.00). This is a lump sum not to exceed amount per the proposal attached as Exhibit 1. The contract price is based on allowances. Each individual allowance will be treated as a lump sum not to exceed amount and billed against on a time and material basis.

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Identify the Contract Sum among the major portions of the Work.)

Intentionally Omitted

Portion of the Work	Value
---------------------	-------

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Intentionally Omitted

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:

(Identify each allowance.)

See Section § 3.1.

Item	Price
------	-------

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Intentionally Omitted

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

...
§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, Payment, the Owner shall pay the Contractor; in accordance with Article 12, as follows:

PAGE 4

30 Days, no retainage

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from commencing 30 days after the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

...
3%

ARTICLE 5 - INSURANCE

ARTICLE 5 - INSURANCE- See, Exhibit 2, Certificate of Insurance.

§ 5.1.1 Commercial General Liability Insurance for the Project, written on an occurrence form, with policy limits of not less than ~~(\$)~~ each occurrence, ~~(\$)~~ general aggregate, and ~~(\$)~~ aggregate for products-completed operations hazard, \$ 1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate for products-completed operations hazard and umbrella of \$5,000,000.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than ~~(\$—)~~ \$1,000,000 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ 5.1.5 Employers' Liability with policy limits not less than ~~(\$—)~~ each accident, ~~(\$—)~~ each employee, and ~~(\$—)~~ \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit.

§ 5.1.6 ~~The Contractor Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.~~

The Owner shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor:

...

§ 5.4 Prior to commencement of the Work, ~~each party~~ Contractor shall provide certificates of insurance showing their respective coverages. See Exhibit 1.

PAGE 5

The term "Work" means the construction and services required by the Contract Documents, and includes all other ~~includes all architectural and engineering design services required to demolish and prepare the site for the installation of the new fountain, the generation of all required demolition and construction drawings and specifications, i.e. Instruments of Service for the Work, and all construction/services required by the Contract Documents which includes all labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.~~

...

Documents prepared by the Architect are instruments of the Architect's service. Architect/Engineer are Instruments of Service for use solely with respect to this Project. The Architect shall retain Architect/Engineer is the author of the Instruments of Service but upon payment, all common law, statutory, and other reserved rights, including the copyright, shall be transferred to and vested in the Owner. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of service solely and exclusively for execution of the Work. The Instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment. Owner may withhold payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

PAGE 6

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect-Owner.

...

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User Notes:

(196882281)

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

...

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the Owner the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

...

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5. Nothing in this provision is intended to any way limit the Owner's legal remedies including common law claims such as professional negligence, breach of contract for defective work, or other legal claims/remedies.

PAGE 7

§ 8.7.1 ~~The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.~~ Intentionally Omitted

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect-Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

...

The Contractor shall promptly review, approve in writing, and submit to the Architect-Owner shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

...

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect-Owner's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

...

§ 9.1 ~~The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.~~ Contractor is the design builder and shall provide all architectural and engineering design services required for the demolition and preparation of the site for the installation for the new fountain.

...

~~§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.~~Intentionally Omitted

~~§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amount due the Contractor.~~Intentionally Omitted
PAGE 8

~~§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall~~may be subject to equitable adjustment.

...

~~§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.~~may be subject to equitable adjustment. Contractor will not be entitled to a change order for any delays.

~~§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.~~Intentionally Omitted

...

~~§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.~~

...

~~§ 12.3 Certificates for Payment~~

~~The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.~~Intentionally Omitted

PAGE 9

~~§ 12.4.1 After the Architect has issued a Certificate, Owner has review and Application for Payment, the Owner shall make payment in the manner provided in the Contract Documents.~~

...

~~§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.~~

...

~~§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.~~Intentionally Omitted

...

~~§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment, approve final payment.~~

~~§ 12.8.2 Final payment shall not become due until the Contractor submits to the Architect Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.~~

...

~~§ 14.1 The Contractor shall promptly correct Work rejected by the Architect Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.~~
PAGE 10

~~§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.~~Intentionally Omitted

~~§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.~~Intentionally Omitted

...

~~If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.~~Intentionally Omitted

...

§ 17.1 MEDIATION

§ 17.1.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract (the "Claims") shall be subject to mediation as a condition precedent to binding arbitration.

§ 17.1.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 17.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

PAGE 11

City of Plymouth, Michigan
Oliver Wolcott
201 S. Main Plymouth, Michigan 48170
(Printed name and title)

Theodore V. Barker, AC
President
Shaw Construction and Management
(Printed name and title)

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I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:25:40 ET on 03/10/2021 under Order No. 4376279274 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 2017, Standard Short Form of Agreement Between Owner and Contractor, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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There was a roll call vote.

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

MOTION PASSED 7-0

8. REPORTS AND CORRESPONDENCE

a. Liaison Reports

Krol said the ZBA heard two variance requests in March, and both were approved with conditions. O'Donnell said the Planning Commission discussed Mixed-Use High-Density zoning and their future educational session schedule at their meeting on March 10. Deal said the DDA is hosting a market event on April 24 from 9:00 a.m. to 3:00 p.m. Moroz said all grade levels have returned to in-person learning in the P-CCS.

9. ADJOURNMENT

Hearing no further discussion, Wolcott asked for a motion to adjourn at 7:38 p.m. A motion to adjourn was offered by Krol and seconded by Sebastian.

There was a roll call vote.

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

MOTION PASSED 7-0

OLIVER WOLCOTT
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK



Special Event Application

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

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

Complete this application in accordance with the City of Plymouth Special Events Policy, and return it to the City Manager's Office at least 21 calendar days prior to the starting date of the event.

FEES WILL BE CHARGED FOR ALL SPECIAL EVENTS. SEE ATTACHMENT B.

Sponsoring Organization's Legal Name Plymouth Downtown Development Authority

Ph# 734/455-1453 Fax# _____ Email tbruscato@plymouthmi.gov Website downtownplymouth.org

Address 831 Penniman City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Tony Bruscato Title DDA Director

Ph# 734/455-1453 Fax# _____ Email tbruscato@plymouthmi.gov Cell# 734/751-1367

Address 831 Penniman City Plymouth State MI Zip 48187

Event Name Downtown Plymouth Spring Artisan Market

Event Purpose A Farmers Market-like event in the Gathering and on Penniman Ave.as well as a Downtown Plymouth sidewalk sale

Event Date(s) Saturday, April 24, 2021

Event Times 9 a.m. to 3 p.m.

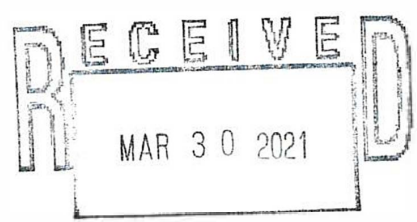
Event Location The Gathering, Penniman Ave and throughout the downtown

What Kind Of Activities? Individual vendors will set up in the Gathering and on Penniman between Main St. and Union St.

What is the Highest Number of People You Expect in Attendance at Any One Time? 100

Coordinating With Another Event? YES NO If Yes, Event Name: _____

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)
A Farmers Market-like event with the usual footprint in the Gathering and Penniman Ave.; as well as allowing Downtown Plymouth businesses to have sale items on the sidewalks throughout downtown.



CITY OF PLYMOUTH

1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies – Please Review Section 12.2 f.)*
City Operated Co-sponsored Event Other Non-Profit Other For-Profit Political or Ballot Issue

2. **ANNUAL EVENT:** Is this event expected to occur next year? YES NO

If Yes, you can reserve a date for next year with this application (see Policy 12.15). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July): fourth weekend in April

Next year's specific dates: April 22, 2022

See section 12.13 for license & insurance requirements for vendors

3. **FOOD VENDORS/ CONCESSIONS?** YES NO **OTHER VENDORS?** YES NO

4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** YES NO

5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES NO

6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** YES NO

CITY SERVICES REQUIRED? If needed, please attach a letter indicating all requests for City Services.
(see Attachment B)

Electricity, public bathrooms, signs put up to keep parking from the Gathering and Penniman the day prior to the event

7. **AN EVENT MAP** IS IS NOT attached. If your event will use streets and/or sidewalks (for a parade, run, etc.), or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots that you are requesting to be blocked off.

8. **EVENT SIGNS:** Will this event include the use of signs? YES NO *CHAMBER SIGNS TO ENCOURAGE MASKS/SOCIAL DISTANCE*
If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed signs: **Please complete a sign illustration / description sheet and include with the application.**

Signs or banners approved by the City of Plymouth for Special Events shall be designed and made in an artistic and workman like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

Signs and/or Banners may be used during the event only. Please refer to Special Event Policy for information related to the installation of banners on Downtown Street Light Poles in advance of event. NO SIGNS ARE ALLOWED IN THE PARK IN ADVANCE OF THE EVENT.

9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)? YES NO

If Yes, list the lots or locations where/why this is requested:

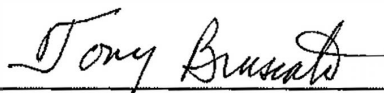
Throughout Downtown Plymouth to encourage visitors to stay and support local business

10. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that
- a. a Certificate of Insurance must be provided which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.10 for insurance requirements)
 - b. Event sponsors and participants will be required to sign Indemnification Agreement forms (refer to Policy 12.12).
 - c. All food vendors must be approved by the Wayne County Health Department, and each food and/or other vendor must provide the City with a Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.13)
 - d. The approval of this Special Event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Event Policy. The event will be operated in conformance with the Written Confirmation of Approval. (see Policy 12.11 and 12.16)
 - e. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City, and will promptly pay any billing for City services which may be rendered, pursuant to Policy 12.3 and 12.4.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

3/30/2021

Date



Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least twenty (21) days prior to the first day of the event to: City

**Manager's Office
City Hall
201 S. Main Street
Plymouth MI 48170**

Phone: (734) 453-1234 ext. 203

EVENT REVIEW FORM

EVENT NAME: Artisan Market

TOTAL ESTIMATED FEE: _____

(Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

MUNICIPAL SERVICES:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>[Signature]</u>
No Services				
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO				
Labor Costs: \$	Equipment Costs: \$	Materials Costs	\$	
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>alc</u>
No Services Needed				
Labor Costs \$	Equipment Costs \$	Materials Costs	\$	
FIRE:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>[Signature]</u>
No Services Required				
Labor Costs \$	Equipment Costs \$	Materials Costs	\$	
HVA:	<u>Approved</u>	Denied	(list reason for denial)	Initial
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>TB</u>
Labor Costs \$	Equipment Costs \$	Materials Costs	\$	
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>MO</u>
Class I – Low Hazard				
Class II – Moderate Hazard				
Class III – High Hazard				
Class IV – Severe Hazard				
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				



Special Event Application

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

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

Complete this application in accordance with the City of Plymouth Special Events Policy, and return it to the City Manager's Office at least 21 calendar days prior to the starting date of the event.

FEES WILL BE CHARGED FOR ALL SPECIAL EVENTS. SEE ATTACHMENT B.

Sponsoring Organization's Legal Name OLD VILLAGE ASSOCIATION

Ph# 734 502-3774 Fax# _____ Email MOPPAT Website oldvillageplymouth.com
moppat@comcast.net

Address 253 Blanche St City Plymouth State _____ Zip _____

Sponsoring Organization's Agent's Name _____ Title _____

Ph# _____ Fax# _____ Email _____ Cell# _____

Address _____ City _____ State _____ Zip _____

Event Name OLD VILLAGE YARD & TRUNK SALE

Event Purpose sales

Event Date(s) SAT AP 24

Event Times 8AM - 3PM

Event Location OLD Village Area

What Kind Of Activities? you know

What is the Highest Number of People You Expect in Attendance at Any One Time? _____

Coordinating With Another Event? YES NO If Yes, Event Name: _____

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)

trunk sale @ Mason's Lodge 495 Amolia
 yard sales all over
 we are always the saturday before
 "Spring Clean-up"

TYPE OF EVENT: Based on Policy 12.2, this event is: (Weddings Ceremonies – Please Review Section 12.2 f.)

City Operated Co-sponsored Event Other Non-Profit Other For-Profit Political or Ballot Issue

2. **ANNUAL EVENT:** Is this event expected to occur next year? YES NO

If Yes, you can reserve a date for next year with this application (see Policy 12.15). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July): _____

Next year's specific dates: _____

coffee/donuts at Mason's Lodge

See section 12.13 for license & insurance requirements for vendors

- 3. **FOOD VENDORS/ CONCESSIONS?** *maybe* YES NO **OTHER VENDORS?** YES NO
- 4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** YES NO
- 5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES NO
- 6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** YES NO

CITY SERVICES REQUIRED? If needed, please attach a letter indicating all requests for City Services. (see Attachment B)

7. **AN EVENT MAP** IS IS NOT attached. If your event will use streets and/or sidewalks (for a parade, run, etc.), or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots that you are requesting to be blocked off.

8. **EVENT SIGNS:** Will this event include the use of signs? YES NO

If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed signs: **Please complete a sign illustration / description sheet and include with the application.**

Signs or banners approved by the City of Plymouth for Special Events shall be designed and made in an artistic and workman like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

Signs and/or Banners may be used during the event only. Please refer to Special Event Policy for information related to the installation of banners on Downtown Street Light Poles in advance of event. NO SIGNS ARE ALLOWED IN THE PARK IN ADVANCE OF THE EVENT.

9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)?

YES NO

If Yes, list the lots or locations where/why this is requested:

- CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that
- a. a Certificate of Insurance must be provided which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.10 for insurance requirements)
 - b. Event sponsors and participants will be required to sign Indemnification Agreement forms (refer to Policy 12.12).
 - c. All food vendors must be approved by the Wayne County Health Department, and each food and/or other vendor must provide the City with a Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.13)
 - d. The approval of this Special Event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Event Policy. The event will be operated in conformance with the Written Confirmation of Approval. (see Policy 12.11 and 12.16)
 - e. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City, and will promptly pay any billing for City services which may be rendered, pursuant to Policy 12.3 and 12.4.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

3-24-21
Date

Mark T. Oppert
Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least twenty (21) days prior to the first day of the event to: City

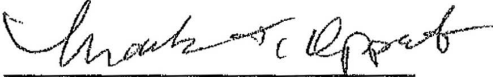
**Manager's Office
City Hall
201 S. Main Street
Plymouth MI 48170**

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The OJA (organization name) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the _____ (event name) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature 

Date 3-24-21

Witness _____

Date _____

EVENT REVIEW FORM

EVENT NAME: OVA Yard + Trunk Sale TOTAL ESTIMATED FEE: _____

(Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

MUNICIPAL SERVICES: Approved Denied (list reason for denial) Initial [Signature]

No Services

\$250 Bathroom Cleaning Fee Per Day of Event? YES NO

Labor Costs: \$ Equipment Costs: \$ Materials Costs \$

POLICE: Approved Denied (list reason for denial) Initial guc

No Services Needed

Labor Costs \$ Equipment Costs \$ 0 Materials Costs \$

FIRE: Approved Denied (list reason for denial) Initial guc

No Services Needed

Labor Costs \$ Equipment Costs \$ Materials Costs \$

HVA: Approved Denied (list reason for denial) Initial

DDA: Approved Denied (list reason for denial) Initial TB

Labor Costs \$ 0 Equipment Costs \$ Materials Costs \$

RISK MANAGEMENT: Approved Denied (list reason for denial) Initial MB

Class I - Low Hazard

Class II - Moderate Hazard _____

Class III - High Hazard _____

Class IV - Severe Hazard _____

SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____

APPROVED _____ NOT APPROVED _____ DATE _____

City of Plymouth SPECIAL EVENT APPLICATION

>> FEES WILL BE CHARGED FOR ALL SPECIAL EVENTS <<

Complete this application in accordance with the City of Plymouth Special Events Policy, and return it to the City Manager's Office at least 21 Calendar days prior to the starting date of the event.

Sponsoring Organization's Legal Name Sun & Snow

Ph# 734-927-0007 Fax# 734-663-9539 Email events@sunandsnow.com Website sunandsnow.com

Address 388 S. Main Street City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Robert Parent Title Co-Owner

Ph# 734-927-0007 Fax# _____ Email rob@sunandsnow.com Cell# 734-845-6092

Address 45828 Pr mrose Ct City Plymouth State MI Zip 48170

Event Name Wednesday Night Workouts

Event Purpose To promote healthy activity and lifestyles in our community

Event Date(s) Every Wednesday evening from Memorial Day through Labor Day

Event Times 6:30pm-8:00pm

Event Location Kellogg Park

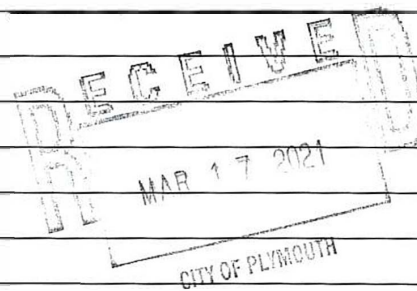
What Kind Of Activities? Free community workouts led by professional Plymouth studio instructors

What is the Highest Number of People You Expect in Attendance at Any One Time? 1.. &Jgf qragj bgr_l ag e npracbs p q drp Ant d'

Coordinating With Another Event? YES NO If Yes, Event Name: _____

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)

Wednesday Night Workouts are free workout sessions provided to the community in an effort to promote fitness activity and healthy lifestyles. These classes are organized and operated by Sun & Snow, in partnership with the City of Plymouth Recreation Department. Classes are led by top instructors from downtown Plymouth studios.



1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies – Please Review Section 12.2 f.)*
City Operated Co-sponsored Event Other Non-Profit Other For-Profit Political or Ballot Issue

2. **ANNUAL EVENT:** Is this event expected to occur next year? YES NO

If Yes, you can reserve a date for next year with this application (see Policy 12.15). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July): Each Wednesday evening between Memorial Day and Labor Day

Next year's specific dates: 2022 will remain the same as 2021 season (every Wednesday)

See section 12.13 for license & insurance requirements for vendors

3. **FOOD VENDORS/ CONCESSIONS?** YES NO **OTHER VENDORS?** YES NO

4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** YES NO

5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES NO

6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** We need one 120v/20a circuit YES NO

CITY SERVICES REQUIRED? If needed, please attach a letter indicating all requests for City Services.
(see Attachment B)

No city services required

Only need "No parking after 1:00" signs put up in spots along Main/Kellogg Park (Same as this past season)

7. **AN EVENT MAP IS** **IS NOT** attached. If your event will use streets and/or sidewalks (for a parade, run, etc.), or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots that you are requesting to be blocked off.

8. **EVENT SIGNS:** Will this event include the use of signs? YES NO

If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed signs: **Please complete a sign illustration / description sheet and include with the application.**

Signs or banners approved by the City of Plymouth for Special Events shall be designed and made in an artistic and workman like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

Signs and/or Banners may be used during the event only. Please refer to Special Event Policy for information related to the installation of banners on Downtown Street Light Poles in advance of event. NO SIGNS ARE ALLOWED IN THE PARK IN ADVANCE OF THE EVENT.

9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)?

YES NO

If Yes, list the lots or locations where/why this is requested:

Need 1 spots along Western edge of Kellogg Park (on Main Street) for set up & teardown.

Setup starts at 7:00pm

10. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that
- a. A Certificate of Insurance must be provided which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.10 for insurance requirements)
 - b. Event sponsors and participants will be required to sign Indemnification Agreement forms (refer to Policy 12.12).
 - c. All food vendors must be approved by the Wayne County Health Department, and each food and/or other vendor must provide the City with a Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.13)
 - d. The approval of this Special Event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Event Policy. The event will be operated in conformance with the Written Confirmation of Approval. (see Policy 12.11 and 12.16)
 - e. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City, and will promptly pay any billing for City ~~use~~ services which may be rendered, pursuant to Policy 12.3 and 12.4.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

03/07/2021

Date



Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least twenty (21) days prior to the first day of the event to:

**City Manager's Office
City Hall
201 S. Main Street
Plymouth MI 48170**

Phone: (734) 453-1234 ext. 203


11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The Sun & Snow (organization name) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Wednesday Night Workouts (event name) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature 

Date 03/07/2021

Witness 

Date 03/07/2021

EVENT REVIEW

EVENT NAME: Wednesday Night Workouts

(note: all fees are only initial estimates and can increase upon assessment of services after the close of the event).

MUNICIPAL SERVICES: Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> (list reason for denial) Initial <u>AK</u>			
<u>No Services</u>			
\$250 Bathroom Cleaning Fee Per Day of Event? YES <input type="checkbox"/> NO <input type="checkbox"/>			
Regular Time Costs: \$	Overtime Costs: \$	Equipment & Materials Costs: \$	
POLICE: Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> (list reason for denial) Initial <u>guc</u>			
<u>No Services Needed</u>			
Regular Time Costs: \$	Overtime Costs: \$ <u>0</u>	Equipment & Materials Costs: \$	
FIRE: <u>Approved</u> <input checked="" type="checkbox"/> Denied <input type="checkbox"/> (list reason for denial) Initial <u>Ze</u>			
<u>No Services Needed</u>			
Regular Time Costs: \$	Overtime Costs: \$	Equipment & Materials Costs: \$	
HVA: Approved <input type="checkbox"/> Denied <input type="checkbox"/> (list reason for denial) Initial			
DDA: <u>Approved</u> <input type="checkbox"/> Denied <input type="checkbox"/> (list reason for denial) Initial <u>TB</u>			
Regular Time Costs: \$ <u>0</u>	Overtime Costs: \$	Equipment & Materials Costs: \$	
RISK MANAGEMENT: Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> (list reason for denial) Initial <u>NB</u>			
Class I – Low Hazard	<input type="checkbox"/>		
Class II – Moderate Hazard	<input checked="" type="checkbox"/>	<u>Need cert of insurance naming City of Plymouth as Additional Insured - ALSO in description of para</u>	
Class III – High Hazard	<input type="checkbox"/>		
Class IV – Severe Hazard	<input type="checkbox"/>		

APPROVED:	NOT APPROVED:	DATE:
------------------	----------------------	--------------



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 - DMS Worker Contract Tentative Agreement 04-05-21.docx
Date: March 31, 2021
RE: DMS Contract Tentative Agreement

Background

The City Commission is aware that we have come to a tentative agreement with the DMS union related to their contract, which expires on June 30th. Our team included Tom Alexandris, Chris Porman, Al Cox, John Scanlon and myself. We had a total of 36 different contract issues that were covered in our discussions. Our team broke into small groups to resolve some issues.

After much discussion, we have come to terms on a four-year contract, which will provide the City a stable and predictable environment for the next several years. A long-term agreement is something that John Scanlon was looking for when he is working to predict costs in the five-year budgeting process. We must give the union credit for working on some very creative demands, but they also had a very good understanding of the overall position of the City and a willingness to work with the City.

Financially, we have worked out an agreement that fits within the scope of what John Scanlon had laid out for the team. You will recall that the DMS union was the first union to approach the City one year ago at the start of the pandemic to extend their current contract by one year, with no increase in pay or any other changes. Obviously, in the area of wages the union would like a "make up" for last year and to be able to add to that this year and into the future. One year ago, depending on other asks we were looking at perhaps a 2.5% - 3% increase in wages during each year of the contract. After the no increase year and ultimately limited asks for this contract, we are proposing a split in the increase in the first three years of the contract. The split allows us to provide an increase but hold down our total costs for the fiscal year due to the second part of the increase only being given for six months. Under the proposed program, members of the bargaining unit would receive an increase on July 1 and then again on January 1, lowering the overall cost of the contract to give us some financial flexibility. The tentative agreement has the increases proposed as follows:

Year 1 - 7/1/2021 – 3% & 1/1/2022 – .5%
Year 2 - 7/1/2022 – 2% & 1/1/2023 – 1.5%
Year 3 - 7/1/2023 – 2% & 1/1/2024 – 1.5%
Year 4 - 7/1/2024 – 3.5%

We also had to discuss a number of safety issues related to safety glasses, safety boots, safety wear. There was some give and take on these issues, but they were resolved for a very minor financial impact. There were issues related to overtime scheduling and work continuation resulting in overtime. Those matters were resolved without impact to the City. The team also discussed a number of continuing education, job licensing issues. We have always encouraged our staff to further their education in the field, which leads to the further professionalization of the Department. We were able to resolve a number of issues related to the educational parts of the contract for approximately \$1,500 annually. We reduced, by half the fire bonus paid to members of the union, who are also members of the City Fire Service, saving the City \$500 a year.

There was discussion related to the employee retirement contributions and the health care savings plan for future retirees. The agreement will allow employees to take any payouts to the employee and designate that money to go to their future retirement account or to their retirement Health Care Savings Plan, without further match by the City. We have been encouraging employees to be aggressive about putting money away for the future as they are on a 401-type retirement account and several members (*depending on date of hire*) are on the health care savings plan for future medical expenses in retirement, with no future liability for the City. Based on our discussions, we are offering a one-time contribution to either their retirement account or their health care savings plan of \$250. We also will provide a one-time \$100 first responder/Covid vaccination bonus, which again the members have the ability to put into their retirement accounts.

You will recall that the DMS union came to the City early in the Covid pandemic to adjust their work schedules to allow us to split the crew into two groups that worked over a rotating schedule of 13-hour straight time hour shifts but provided staffing six days a week without overtime. You will recall that early in the pandemic this was a welcome sign of "normalcy" in our city as it showed that the city was open and doing business. The crew also adapted to doing jobs outside of their normal scope of work, like yard waste collection when the contractor was unable to provide that service due to pandemic rules.

As indicated in our early March email to the City Commission, the most interesting ask was to be allowed to provide days of service to local non-profits or schools. We are seeing more and more of that type of thing being offered in both the private and governmental sector to help appeal to younger generations. We came to terms on allowing up to one day of service for any local non-profit or school. This also fits with our quality-of-life goals and our public comments related to Plymouth being a serviced based community versus a governmental based community.

We also were able to agree on "trading" two holidays and make those "floating" holidays. This means that the City will no longer have to pay holiday overtime for people that are required to work on what was a holiday, like Veteran's Day. This gives the City more flexibility, helps us out in the fall when we are trying to pick up leaves, saves us money, and gives the employee the opportunity to use those two days

throughout the year. To the city, it is the same number of days off, but there is less cost to our operations.

We were able to reach a tentative agreement with just two main group sessions.

We anticipate that we will bring a revision to our non-union rules and regulations, which will use this tentative agreement as a framework for updating those rules, policies, and salary scales. We would expect to have that before the City Commission at either of your next two meetings.

RECOMMENDATION:

The City Administration recommends that the City Commission authorize the tentative contract between the City and the Department of Municipal Services as outlined here. Once the City Commission approves the tentative agreement, then it will be taken to a vote of the membership of the Union before we sign the final agreement.

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.

RESOLUTION

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

WHEREAS The City of Plymouth has employee groups that are represented by unions, and From time to time those union contracts expire and new contracts need to be Negotiated, and

WHEREAS The contract with the Department of Municipal Services (DMS) workers through their Representative Agent from TPOAM expires on June 30, 2021 and a new contract needs To be implemented, and

WHEREAS The City and the DMS workers agreed to a one-year extension of their contract which Ended June 30, 2020 with out any changes, including no increases in salary as a result Of the many unknowns related to covid pandemic, and

WHEREAS The City and the union have in good faith met and discussed a new agreement that Would begin on July1, 2021, and

WHEREAS The City and the union have come to a tentative agreement on a new contract.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the tentative agreement between the City and the City's DMS Union Workers as represented by TPOAM. The terms of the four-year agreement are outlined in the City Manager's write up for the City Commission. The agreement will still need to have a ratification vote by the union membership prior to becoming finalized.

BE IT FURTHER RESOLVED THAT the City Commission directs the City Administration to use the framework of this agreement to update the non-union rules and regulations for future approval by the City Commission.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: *S:\Manager\Sincock Files\Memorandum - Authorization to Hire DMS 04-05-21.docx*
Date: March 22, 2021
RE: Authorization to Hire - DMS

Background

The City has received a notice from a full time DMS employee who has indicated that he is going to be retiring at the end of October. We have reviewed our staffing with Chris Porman based on our delivery of a multitude of services and we feel that this is a critical part of our staffing levels. You will recall that the City Commission adopted the Employment Ordinance on August 7, 2000 and it requires that the City Manager seek advance and express approval prior to filling any full-time position.

Having full time staff on board to respond on a 24/7 basis to all types emergency and routine call outs is critical. The Municipal Services staff are truly First Responders, who must work in concert with our Public Safety Operations to allow everyone to do their job efficiently. Our Municipal Services Union has been extremely accommodating in allowing us to supplement our limited road crew with part time staff where it makes economic sense to use lower paid, lower skilled workers. However, the part timers are not trained or qualified to operate a significant portion of our equipment which is needed for the day to day and emergency operations. In addition, we need to work around school schedules for our part time staff and they are not available on a 24/7 hour call in basis. Each position we have provides critical service delivery levels and any shortage of a position, either full time or part time results in difficulty in our ability to provide routine services.

It should be noted that in 2003 we had 16 Full Time Road Crew at DMS, today we have 7 positions.

RECOMMENDATION:

The City Administration recommends that the City Commission provide advance and express approval of the hiring of one full time Department of Municipal Employee. This recommendation is based on our review of staffing and our service delivery mission.

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 Chris Porman or myself.

RESOLUTION

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

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

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

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

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



Administrative Recommendation

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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\Road Salt Bids 21 - 22 - 04-05-21.docx*
Date: March 29, 2021
RE: Road Salt Bid Authorization for Winter 2021 – 22 - MiDeal

Background

The City is planning on using the MIDEAL or State of Michigan Purchase Contract for Road Salt for the upcoming 21 - 22 Winter season. By using the State of Michigan contract, we are able to use the State's bidding procedures and take advantage of the large volume group pricing that is offered under the state contract.

The City Commission is aware that we are using a brine liquid solution with our road salt to treat roads in advance of a storm and during a storm. Prior to using brine, on an average one-inch snow fall, we would use approximately 50 tons of salt to clear our streets and municipal parking areas. Obviously, during a more significant storm our use of road salt would climb with the amount of snow and the length of time that it snows. The last couple of winters have been relatively mild, so it is not feasible to compare one year to the next in terms of salt usage/ordering. The use of brine has reduced our salt per storm usage by approximately 25%.

The MIDEAL Purchasing Program requires that we place our order for Road Salt for next winter now. This allows the State to combine the anticipated demand from all of the participating municipalities into a single bid. The actual price for road salt will not become available sometime in August.

We have attached a memorandum from Municipal Services Director Chris Porman that will provide additional background information on this subject.

RECOMMENDATION:

The City Administration recommends that the City Commission accept the terms for the State Bid for Road Salt for the upcoming winter season. We have prepared a proposed Resolution for the City Commission to consider regarding this matter. The only thing being authorized at this time is for the City to participate in the MIDEAL Program for road salt purchases and for a specified amount of salt. Should you have any questions in advance of the meeting please feel free to contact me.



Department of Municipal Services

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

Date: March 22, 2019
To: Paul Sincock, City Manager
From: Chris S. Porman, Director of Municipal Services
Re: Winter 2021/2022 Salt Order

Background

The City of Plymouth has participated in the State of Michigan extended purchasing program (MiDeal), for the purchase of bulk road salt for the past many years. By participating in purchasing road salt through the MiDeal program, we are able to take advantage of the lower pricing acquired through the purchasing power of the entire state of Michigan, as well as receive a guarantee to the quantity of salt that we are requesting.

We have to place the order now for next winter, even though we are not far removed from the previous winter, as the State combines the demand from all participating municipalities into a single bid. The actual price does not become available until the bid is awarded (usually August) and the salt is available for delivery. As reference, the State price was \$58.95 in 2014/2015, \$57.08 in 2015/2016, \$42.43 in 2016/2017, \$30.97 for 2017/18, \$61.24 for 2018/19 and \$50.02 for 2020/21.

The MiDeal program stipulates that communities must purchase at least 80% of the total order. Communities may purchase an additional 20% over their initial order. This range provides us the flexibility to navigate "most" mild or harsh winters.

For the next season, we would like to order 1,000 tons. Prior to using brine for pretreatment or pre-wetting the salt, we would use approximately 1,500 tons on average. Over the last couple years our usage has been closer to 1,000. Admittedly, some of that is a result of a bit milder winters, but we have seen approximately 25% less salt usage per each "storm." Based on our usage, we would like to place our order for 1,000 tons for next winter. To participate in the State of Michigan program, we need to order the salt now.

Recommendation

Due to funds being committed for the purchase, I would recommend that the City Commission grant authorization to enter into the State of Michigan (MiDeal) program for the purchase of road salt in the amount of 1,000 tons.

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

RESOLUTION

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

- WHEREAS The City of Plymouth operates a road system, and the winter months require that
The City take certain snow and ice control measures to ensure the public safety, and
- WHEREAS The City of Plymouth uses a significant amount of Road Salt to keep the City's
Roads passable during the winter months, and
- WHEREAS The City is may choose to participate in the State of Michigan group purchasing plan
Known as the MIDEAL for the purchase of Road Salt.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the City Administration to enter into an agreement with the State of Michigan for the purchase of Road Salt through the MIDEAL Extended Purchasing Plan for the 2021 - 22 winter season. The City shall contract for 1,000 tons of road salt and comply with the terms of the MIDEAL contract when it is awarded.



Administrative Recommendation

City of Plymouth
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To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Mast Arms Authorization on Harvey Street at Penniman and AA Trl 04-05-21.docx
Date: March 31, 2021
RE: Joint Authorization of new traffic/pedestrian signals on Harvey

Background

The City Commission is aware that Harvey Street between Penniman and Ann Arbor Trail is scheduled for a total reconstruct in the late summer of 2021. This project will include upgrades to water and sewer lines as well as a total rebuild of the street. This project is much like Farmer street was last summer, except this is in the middle of downtown and it is expected to take an extended period of time to construct. The project will include a rebuild of the intersections at both Penniman and Ann Arbor Trail.

Due to the fact that this is a total rebuild of the street, this is the perfect opportunity to install new mast arm vehicle traffic lights with pedestrian signals. It would be recommended that we use the mast arm models that we have at other downtown intersections. There will be some issues related to the location of the mast arms due to the geometrics of the intersections and available right of way. There may be a need to obtain additional access to accommodate the mast arms with pedestrian signals.

Mast arms with pedestrian signals are included in the City's Master Plan and we have attached information from the Master Plan for your reference. In addition, new mast arm traffic lights with pedestrian signals are also a part of the City Commission's Strategic Plan, in the quality-of-life goal.

We are seeking authorization from the City Commission to use approximately \$250,000 from the 2019 Road Bond Issue for the design and installation of new traffic signals at one intersection. We would suggest that the DDA Board may want to use approximately \$250,000 from their reserves to fund the signals at the other intersection. This is the best time to install new signals due to the fact that the street will be a total reconstruct and we can do all of the underground work for the new signals while the entire street is under major construction. We would suggest that the City and the DDA's authorization would be contingent on the other board fully participating.

We know the approximate pricing of the new signals based on past experience, but there are many factors that will go into the final price.

Recommendation

The City Administration recommends that the City Commission authorize the design, purchase, and installation of new vehicle traffic lights with pedestrian signals for the intersections of Penniman and Harvey and Ann Arbor Trail and Harvey. This authorization would be contingent upon the DDA Board adopting a similar Resolution to jointly fund this part of the project.

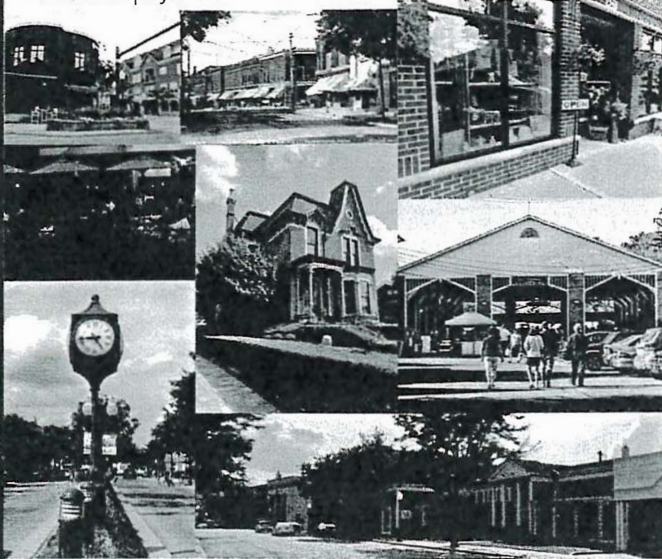
This is a great opportunity to implement a portion of the city's Master Plan while at the same time meeting the goals and objectives of both the City Commission and the DDA Board.

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.

Downtown Sub Area Plan

PLANNING FRAMEWORK & LAND USE

- The City of Plymouth's downtown is a vibrant, pedestrian-friendly environment characterized by an attractive collection of retail shops, restaurants, offices, residences, parks, and public amenities.
- The continued growth and development of downtown Plymouth is enhanced by development policies which foster this long range vision.
- Land use policies for the downtown encourage a mix of land uses including retail, restaurant, office, residential, park, and public uses. This mix of uses is supported by the B-2 zoning district classification.
- Land uses which promote the interface of building occupants and public areas are encouraged. This includes outdoor cafes and attractive retail window displays.



FORM & SITE DESIGN

- To encourage development which reinforces pedestrian activity along streets, building fronts shall be placed at the street right-of-way line or no more than 12 feet back from the right-of-way.
- Building architecture should be compatible with sidewalk areas and provide an attractive interface between building and pedestrians. Quality architecture shall be emphasized with generous window areas, building recesses, and architectural details.
- Architectural interest should be provided through the use of color, texture, and materials, with special details for primary building entrances.



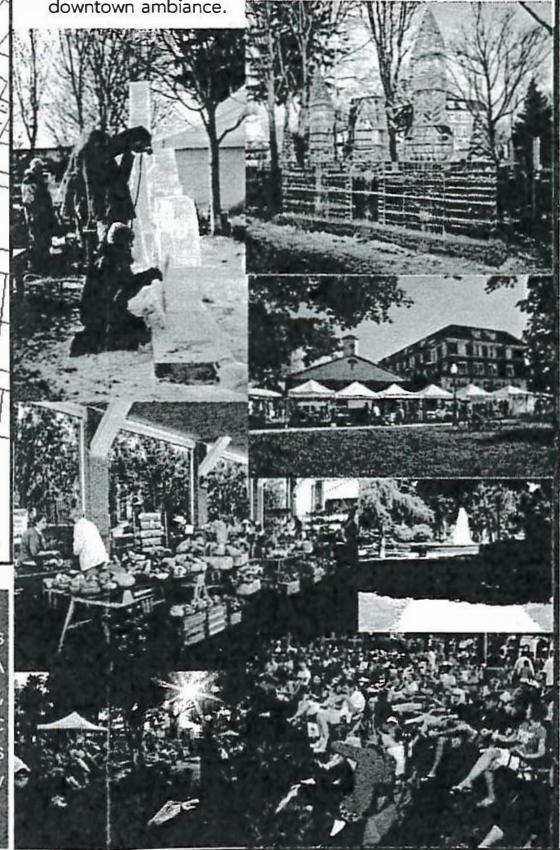
Figure 2: Downtown Sub Area

SURVEY RESPONSES ON DOWNTOWN

The Master Plan Survey asked respondents to name characteristics that are desirable for the buildings in the downtown area. A majority want buildings to be set back from the street similarly, buildings to have a mix of uses, and for buildings that are historic to be preserved. Other desirable characteristics include buildings that are variable in style and buildings that have one primary entrance per storefront.

STREETSCAPES & PUBLIC SPACES

- The DDA has identified long-term improvement projects to the downtown. These include brick paver upgrades, traffic signal mast arms, landscaping, and general improvements.
- Kellogg Park is a main downtown Plymouth attraction. The City should manage the park in a manner which complements nearby businesses, promotes community activities and festivals, and maintains park quality.
- The City should promote plazas open to the public, outdoor cafes and pedestrian areas which provide attractive green space and pedestrian amenities.
- The City should maintain and enhance its quality streetscape and public sidewalk areas. Permeable brick pavers, landscaping, lighting, public art, street furniture and attractive signage are important components of the downtown ambiance.



DOWNTOWN SUB AREA PLAN

City Master Plan

RESOLUTION

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

WHEREAS The City of Plymouth has a number of major and local streets
To help protect the quality of life in our community, and

WHEREAS the voters of the City passed a road bond issue in November
Of 2019 to help improve the roadways in our community, and

WHEREAS Each year the City Commission selects streets to be paved
Based on a number of criteria, including the PASER report,
And

WHEREAS The City Commission has selected Harvey Street between
Penniman and Ann Arbor Trail as one of the streets to be
Completed in 2021, and

WHEREAS The City Commission is desirous of incorporating improvements
To the streetscape and public spaces as outlined in the City's
Master Plan to include the installation of new traffic light
Mast arms with pedestrian signals, and

WHEREAS There is a desire to partner with the Downtown Development
Authority to jointly fund the mast arm improvements as a part of
This year's infrastructure program.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby
authorize approximately \$250,000 from the Road Bond Revenues to partially
fund new mast arm signals. This authorization is contingent upon the
Downtown Development Authority Board authorizing a like amount of money to
be able to complete the upgrades at both intersections of Harvey at Ann Arbor
Trail and at Penniman. This authorization, if jointly adopted would then allow
the continued work on design and bid documents for the final installation of
new mast arms at these intersections.



Administrative Recommendation

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To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Beck Road Corridor Improvement Project Resolution of Support 04-05-21.docx
Date: March 31, 2021
RE: Beck Road Business Corridor Improvement Project – Resolution of Support

Background

The City Commission may be aware that there is a regional task force that has been reviewing a project that involves the corridor improvements on Beck Road between Six Mile Road and I-96. While this project does not directly impact the City of Plymouth, it does have the potential to help invigorate our local economy and address some quality-of-life issues for the City of Plymouth.

We have been asked by the City of Novi, the Township of Northville, and Congresswoman Haley Steven's Office to provide a Resolution of Support for the project. We are not being asked to provide any financial assistance to the project, just be politically supportive of the project.

Beck Road is currently an alternative route to access I-96 in Wixom, but the two-lane road between Six Mile Road and Grand River is in poor condition and congested. In addition, Beck Road is a direct routing for our residents to access the Ascension Health – Providence Novi medical facilities and private and public recreational facilities, such as Maybury State Park, as well providing easier access to nearby Metro Parks. In short, Beck road can help provide for our resident's quality of life by providing access to medical and recreational facilities. In addition, ease of traffic flow on Beck Road could also provide for some economic stability in our city as it offers easier commuting for our residents to Oakland County, and the possibility of easy access to some of our businesses.

RECOMMENDATION:

The City Administration recommends that the City Commission adopt a Resolution of support for the Beck Road Business Corridor Improvement Project. We have prepared a brief Resolution of Support for the project, that provides that we will not supply funding for the project.

If you have any questions in advance of the meeting please feel free to contact me.

RESOLUTION

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

- WHEREAS The Beck Road Widening Task Force has been working on the Beck Road Business Corridor Improvement Project for several years, and
- WHEREAS There is a need to upgrade the traffic corridor along Beck Road between Six Mile Road And I-96, as this area has seen a 200% increase in traffic volume since 1993 and the Vehicle accident rate is 10 times the regional average, and
- WHEREAS The plan to improve this corridor would include new paving, traffic signal prioritization. And other intelligent road infrastructure, and
- WHEREAS Beck Road is a key business and residential corridor, and traffic flow on this road Has an impact on City of Plymouth residents and businesses as it provides for access To manufacturing facilities, hospitals, offices, and regional recreational facilities such as Maybury State Park and the Kensington Metro Park as well other public and private local recreational facilities, and
- WHEREAS The Beck Road Business Corridor Improvement Project is a multi-jurisdictional project That includes, Wayne and Oakland Counties, the cities of Wixom, Novi, and Northville, As well as the Township of Northville and the State of Michigan, and
- WHEREAS The project is anticipated to have a number of funding sources from local, regional, State and Federal funding, and
- WHEREAS The City of Plymouth is not participating financially in the proposed project, but is Aware of the economic and quality of life benefits to the residents of Plymouth.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby support the Beck Road Business Corridor Improvement Project, that is a multi-jurisdictional project covering two counties and multiple local units of government, as well as the State of Michigan.

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby support the project because of its impact on the quality of life and potential economic impacts for the residents of the City of Plymouth.



Administrative Information – No Action Required

City of Plymouth
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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 - Budget Message for City Comm Packet 04-05-21.docx
Date: April 5, 2021
RE: Presentation of the Budget

INFORMATION ONLY – No Action Required

The City Administration is required to present the City Commission with the proposed budget at the first meeting in April. We are currently in the final stages of putting the budget documents together. We normally pass the books out at the City Commission Meeting. The purpose of this memorandum is to give a “50,000 foot” highlight of the budget document.

The City Charter requires that the administration deliver a balanced budget to the City Commission and we are doing so, while acknowledging that we will likely see changes in a number that are impacted by COVID-19 and will complete our usual quarterly budget amendments.

We are very concerned about where State Shared Revenues will be in the new fiscal year. In addition, we are gravely concerned that the 35th District Court will be a significant expense for the City. It should be noted that we predicted that there would be no need for a third judge in 2001 and 2002 and that the cost of adding a judge would lead to a situation where the court became a cost center for the City. In 2022, the cost of the court may have significant impact on local budgets as the court will merely present their budget shortfall and put it on the shoulders of the five local units to fund.

On the positive side, we have been frugal with expenses over time and we have lived within our means. We have limited making capital purchases for a number of years. We developed a long-term strategic plan, which looks out over several years, rather than one year at a time. It is good to know that the federal government and our Representative Haley Stevens has been meeting and discussing the needs of local government and has an understanding that local government is where the “rubber meets the road.”

In accordance with our strategic plan, the proposed budget shows limited significant new initiatives. We have also tremendously limited the scope of any capital purchases,

NO ACTION REQUIRED – Informational Only

again, in accordance with our strategic plan. We continue to be extremely cautious about the future. We are now in a position where we find it particularly difficult to meet financial challenges of the revised actuarial payment schedule for long-time retired former employees. The stock market has increased over the past few years and we are hopeful that this along with additional payments made to MERS will be helpful in meeting our legacy obligations.

We are a 20+ million-dollar corporation and we have a very lean organization. This has reduced our overhead costs, but it has also put greater stresses on our employees as they do multiple jobs. This stress has never been more apparent than with our response to the COVID-19 situation. We continue to hope that all our current employees remain healthy so that we can continue to do what is necessary for the organization. Our response to the COVID-19 virus is a clear indication why the City Commission adopted a strategic plan that has placed an emphasis on succession planning. As we respond to the COVID-19 situation, the strength and adaptability of our organization have really been apparent. The City of Plymouth has been open and accessible, and we have been here to do the work of local government. We are aware of a nearby city which sent an email out to their residents stating that their city was closed. Obviously, that does not meet our customer service philosophy or the objectives of our strategic plan.

Again, in the proposed budget we have attempted as much as possible to maintain service levels and to address higher costs for vendor services and the former defined benefit retirement plan, while providing a safe, clean community that delivers on the vision of the strategic plan.

There is no action needed on this item, but we wanted this “on the record” to indicate that we have provided the City Commission with budget as required.

If you have any questions related to the budget in advance of the meeting or in advance of our budget study sessions please feel free to contact me.

NO ACTION REQUIRED – Informational Only