

Plymouth City Commission Regular Meeting Agenda Monday, April 19, 2021 7:00 p.m. ONLINE ZOOM WEBINAR

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

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

Join Zoom Webinar - https://us02web.zoom.us/j/86387163090 Webinar ID: 863 8716 3090 Passcode - 014784

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
- c. Proclamation Arbor Day
- 2. CITIZENS COMMENTS
- 3. APPROVAL OF THE AGENDA

4. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of April 5, 2021 City Commission Regular Meeting Minutes
- b. Approval of April 13, 2021 Budget Study Session Minutes
- c. Approval of March 2021 Bills
- d. Special Event Approval Plymouth-Canton Community Scouting Breakfast, Thursday, August 19, 2021
- e. Special Event Approval OLGC Musical May 12, 2021
- f. Special Event Approval Best Friends Volleyball April 29-September 30, 2021
- g. Special Event Farmers Market

5. COMMISSION COMMENTS

6. OLD BUSINESS

7. NEW BUSINESS

- a. 2021 Infrastructure Program Jener and Hartsough Streets
- b. Transfer Use of CBDG Funds to Tonquish Manor
- c. Assessing Contract Renewal
- d. Closed Session Attorney Client Communication

8. OPEN SESSION

9. REPORTS AND CORRESPONDENCE

a. Liaison Reports

10. ADJOURNMENT

<u>Citizen Comments</u> - This section of the agenda allows up to 3 minutes to present information or roise issues for items not on the ogendo. Upon orising 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 Manday 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. <u>Cansent Agenda</u>: The items an the Consent Agenda will be approved by ane motion as Agenda Item #4. There will be na separate discussion af these items unless a Commissioner ar citizen so requests, in which case that item will then be placed on the regular agenda.

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

GOALIV - 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

Support and deliver sate 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



Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal,

NOW, THEREFORE, I Oliver Wolcott, Mayor of the City of Plymouth, Michigan, do hereby proclaim April 30th, 2021, as

Arbor Day

In the City of Plymouth, Michigan, and I urge all citizens to Celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.



IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Official Seal of the City of Plymouth, Michigan to be affixed this 19th day of April 2021.

Oliver Wolcott Mayor of the City of Plymouth, Michigan



City of Plymouth City Commission Regular Meeting Minutes Monday, April 5, 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 7:00 p.m., followed by the Pledge of Allegiance.
- b. Roll Call

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

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

2. CITIZENS COMMENTS

Jack Wilson, 1157 Penniman, asked whether the City followed up on the Federal Railroad Administration suggestions in their 2014 diagnostic team field review. He also asked about COVID-19 staffing levels and the condition of Smith Park.

Ellen Elliott, 404 Irvin, said the Gathering project is coming along well. She also said there is a problem with rats in the northwest area of the City and asked that the City formulate and communicate a mitigation plan.

Brock Minton, 1202 Sheridan, asked if there could be a four-way stop at Evergreen and Sheridan and whether the Recreation Department would be reinstating adult leagues.

Geff Phillips, 397 Arthur, asked whether the City has an ordinance regarding feeding animals.

Jim Mulhern, 396 Arthur, said he concurs with Elliott.

3. APPROVAL OF THE AGENDA

Thomey offered a motion, seconded by Sebastian, to approve the agenda for Monday, April 5, 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 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

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

Wolcott said the administration would work on a strategy to educate residents how to discourage rodents. He also addressed the railroad question, stating that the crossings are under the federal government jurisdiction. He emphasized that every employee of the City is considered essential and instrumental in keeping the City running throughout the pandemic. Wolcott also stated that the City appreciates the efforts of local civic groups sponsoring the parks and that other groups would be welcome to do so as well. He asked Minton to email him about the four-way stop question.

Recreation Director Steve Anderson said current state restrictions do not allow adult leagues to resume yet.

Moroz said he appreciated the flexibility of the staff that allows for them to do things such as vaccine clinics.

O'Donnell said Smith Park looks great and that she would like residents to stop feeding deer as well. She asked that those submitting special event applications check to ensure they have completed all information.

Thomey recognized Department of Municipal Services Director Chris Porman for his leadership when the city manager was on vacation and mentioned the need for civic groups to help maintain the parks. He added that the fire department is moving in the right direction with its metrics.

Krol said Royal Oak has an effective rodent control system that Plymouth may wish to explore.

Wolcott congratulated Aaron Micek, Trent Kalis, Ron Baase, Jeff Jones, Sam Plymale and James Baber for their work anniversaries in the City.

6. OLD BUSINESS

There was no old business.

7. NEW BUSINESS

a. Tentative Agreement with Plymouth DMS Employee Union (TPOAM)

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

RESOLUTION 2021-26

- 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 without 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.

It was noted that a day of service was included in the contract and that this, along with the trust between the parties resulting in a good contract is appreciated by the Commission.

Ellen Elliott, 404 Irvin, said the DMS never missed a beat during the pandemic, and she appreciates this.

There was a roll call vote. Yes: Deal, Krol, Moroz, O'Donnell, Thomey, Sebastian, Wolcott

MOTION PASSED 7-0

b. Authorization to Hire - DMS

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

RESOLUTION 2021-27

- WHEREAS The City Commission did enact an Employment Ordinance on August 7, 2000, which Requires that the City Administration seek prior and express approval of any Hiring of a full-time position in the City, and
- WHEREAS There is a budgeted full time opening in the Department of Municipal Services and the critical needs of the Department require a replacement for this position, and
- WHEREAS The City Administration has requested prior and express approval of a hiring of a Department of Municipal Services employee.

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

There was a roll call vote.

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

MOTION PASSED 7-0

c. Road Salt Bid Authorization for Winter 2021-22 MiDeal

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

RESOLUTION 2021-28

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.

There was a roll call vote. Yes: Deal, Krol, Moroz, O'Donnell, Thomey, Sebastian, Wolcott

MOTION PASSED 7-0

d. Joint Authorization between City and DDA for Traffic Signals

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

RESOLUTION 2021-29

- 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.

Karen Sisolak, 939 Penniman, said the intersection of Harvey and Penniman is in great need of improvement.

Ellen Elliott, 404 Irvin, asked whether there were options without mast arms.

Kerri Pollard, DDA Chair, said she would be supportive but would like to make sure any cost overruns would not be paid by the DDA.

There was a roll call vote. Yes: Deal, Krol, Moroz, O'Donnell, Thomey, Sebastian, Wolcott

MOTION PASSED 7-0

e. Beck Road Business Corridor Improvement Project - Resolution of Support

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

RESOLUTION 2021-30

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.

There was a discussion about whether the City Commission should support a project not in its jurisdiction.

There was a roll call vote.

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

MOTION PASSED 6-0

8. REPORTS AND CORRESPONDENCE

- a. Delivery of 2021-22 Budget to City Commission NO ACTION NEEDED
- b. Liaison Reports

Krol said the Zoning Board of Appeals heard two cases on April 1 and one was approved and the second was denied.

Thomey said there would be a Northville Plymouth Fire Advisory Board meeting at 4:00 p.m. on April 19, followed by a budget study session at 6:00 p.m. and a City Commission meeting at 7:00 p.m.

O'Donnell said the Planning Commission had the second of four trainings this year – this one on Form Based Codes.

Moroz said a new member was seated on the PCCS Board after another resigned.

Wolcott said there would be a DDA meeting on Monday April 12 and a budget study session on Tuesday, April 13. He urged members of the community to be mindful of the human element in providing services.

9. ADJOURNMENT

Hearing no further discussion, Wolcott asked for a motion to adjourn at 8:29 p.m. A motion to adjourn was offered by Sebastian and seconded by Deal.

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



Plymouth City Commission Budget Study Session Tuesday, April 13, 2021 5:00 p.m. Online meeting via Zoom

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

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

Hybrid in-person at 525 Farmer, Plymouth and online via Zoom Statement on the reason the public body is meeting electronically:

On March 10, 2020 the Governor of the State of Michigan declared a state of emergency across the State of Michigan under section 1 of Article S of the Michigan Constitution of 1963, the Emergency Management Act, 1976 PA 390, as amended, MCL 30.401 – 421, and the Emergency Powers of the Governor Act of 1945, 1945 PA302, as amended, MCL 10.31 – 33. These sections provide the Governor with broad powers and duties to cope with dangers to this state or to the people of the state. As a part of the response to the emergency, the Governor has deemed it reasonable and necessary to temporarily suspend rules and procedures relating to physical presence at meetings and hearings of public bodies and other governmental entities in Michigan. These public bodies and entities must continue to conduct public business during this emergency. Due to the emergency situation and the request of the Governor to not gather in groups of 10 or more it is necessary for some public boards to meet electronically.

CALL TO ORDER

Mayor Wolcott called the meeting to order at 5:01 p.m.

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

ALSO PRESENT: City Manager Paul Sincock, Finance Director John Scanlon, and City Department Heads.

REVIEW BUDGET MATERIALS

Sincock and Scanlon presented the budget, outlining the items below.

Functions of the City Budget City Manager's Budget Message Property Taxes- Headlee Rollback, Proposal A and Millage Rate History State Revenue Sharing Additional Impacts 35th District Court Future Legacy Costs Revenues/Expenditures

After discussion, it was determined that additional Budget Study Sessions are not needed.

ADJOURNMENT

Hearing no further business, Wolcott asked for a motion to adjourn. Krol offered a motion, seconded by Sebastian to adjourn at 6:52 p.m. There was a roll call vote. Yes: Deal, Krol, Moroz, O'Donnell, Sebastian, Thomey, Wolcott

Motion passed 7-0

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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.

Spons	oring Orga	nization's Legal Name	Boy Scou	its of	America- Michig	an Cr	ossro	ads	Council
Ph#	(313) 89	7-1965 Fax#		Email		Website	https://n	nichigar	nscouting.org/
Addre	_{ss} 177	76 West Warrer	Avenue	City	Detroit	State	MI	Zip	48208
Spons	oring Orga	nization's Agent's Name	Kevin La	auro		Title	Sr Dis	strict	Executive
Ph#	248-762	- ·		Email	Kevin.Lauro@Scouting.Org	Cell#	248-	762	-9639
Addre	ss <u>397</u>	46 Greenview Pla	ace, Apt 2	City	Plymouth	State	MI	Zip	48170
Event	Name	Plymouth-Cant	on Comm	unity	Scouting Break	fast			
Event	Purpose	Raise money to	support y	outh	in scouting in the	Plym	outh-	Can	ton area
Event	Date(s)	August 19, 202	1						
Event	Times	7AM-9AM							
Event	Location	The Gathering	Pavilion						
What	Kind Of Ac	tivities? Breakfas	st and spe	eche	es				
What	is the High	est Number of People You	Expect in Attend	dance at	t Any One Time? 55				
		th Another Event? YES			s, Event Name:				
Event	Details:	(Provide a detailed des	cription of all act	ivities t	hat will take place. Attach ac	ditional s	heets if n	ecessa	ry.)
		This will be a fund	raising break	(fast w	here we will serve a	catered	breakf	ast,	
		host a featured sp	eaker, and a	sk atte	endees to make a fina	mojal	bntribu	tiòn to	c
		Support youth in t			MAR	1 8 2	021	A STREET, STRE	
					C	11011			

City Operated 🔲 Co-sponsored Event 🔝 Other Non-Profit 🖌 Other For-Profit 🔄 P	Political or Ballot Issue
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 please provide the following information:	dates for next year,
Normal Event Schedule (e.g., third weekend in July): Springtime	
Next year's specific dates: June 2 2022	
See section 12.13 for license & insurance requirements for vendors	
FOOD VENDORS/ CONCESSIONS? YES Y NO OTHER VENDORS?	YES 🗌 NO 🔽
DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?	YES 🛄 NO 🔽
WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?	YES 🗌 NO 🔽
WILL YOU NEED ELECTRICITY AND/OR WATER?	YES 🖌 NO 🗌
We will just need the site and the use of restrooms	
We will just need the site and the use of restrooms AN EVENT MAP IS IS NOT If your event will use streets and/or sidewa or will use multiple locations, please attach a complete map showing the assembly and dispersal Also show any streets or parking lots that you are requesting to be blocked off.	
AN EVENT MAP IS IS NOT Attached. If your event will use streets and/or sidewa or will use multiple locations, please attach a complete map showing the assembly and dispersal	locations and the route p signs: Please complete a e in an artistic and workm APPROVALIS GIVEN.

City of Plymouth – Special Events Application / Policy Revised as of 03/16/15

- a. <u>CERTIFICATION AND SIGNATURE:</u> I understand and agree on behalf of the sponsoring organization that 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 <u>Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy</u>. (See Policy 12.13)
 - 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.

3/18/21

Kevin Lauro

Date

10.

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

INDEMNIFICATION AGREEMENT

The <u>Michigan Crossroads Council</u> (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 <u>Plymouth Canton Community Breakfast</u> (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}_3/18/21

Witness _____

Date _____

	EVENT REVIEW FORM	
EVENT NAME:	Boy Scove Breakfast TOTAL ESTIMATED FEE: only initial estimates and can increase upon assessment of services after the close of	<u> </u>
INOLE. An Jees die	biny mixture sumates and can increase upon assessment of services after the close of	the event \triangle
MUNICIPAL SERVIC	ES: (Approved) Denied (list reason for denial) Initial	P
	WILL POST NP IN GATHERING FOR EVE.	VT
	nning Fee Per Day of Event? YES NO	
Labor Costs:	\$ Equipment Costs: \$ 20 Materials Costs \$	
POLICE:	(Approved) Denied (list reason for denial) Initial	ec
	No SERVICES NEEDER	
Labor Costs \$	Equipment Costs \$ Materials Costs \$	
FIRE:	Approved Denied (list reason for denial) Initial	\mathcal{O}
	NoServices Needers	
Labor Costs \$	Equipment Costs \$ Materials Costs \$	
HVA:	Approved Denied (list reason for denial) Initial	
DDA:	Approved Denied (list reason for denial) Initial	•
DDA: Labor Costs \$	Approved Denied (list reason for denial) Initial C Equipment Costs \$ Materials Costs \$	· · · · · · · · · · · · · · · · · · ·
Labor Costs \$	Equipment Costs \$ Materials Costs \$	· · · · · · · · · · · · · · · · · · ·
Labor Costs \$ RISK MANAGEMEN	Equipment Costs \$ Materials Costs \$	
Labor Costs \$ RISK MANAGEMEN Class I Low Hazard	Equipment Costs \$ Materials Costs \$ Approved Denied (list reason for denial) Initial)
Labor Costs \$ RISK MANAGEMEN Class I – Low Hazard Class II – Moderate	Equipment Costs \$ Materials Costs \$ F: Approved Denied (list reason for denial) Initial Hazard	
Labor Costs \$ RISK MANAGEMEN Class I Low Hazard Class II Moderate Class III High Haza	Equipment Costs \$ Materials Costs \$ Approved Denied (list reason for denial) Initial Hazard rd	
Labor Costs \$ RISK MANAGEMEN Class I – Low Hazard Class II – Moderate Class III – High Haza Class IV – Severe Ha	Equipment Costs \$ Materials Costs \$ Approved Denied (list reason for denial) Initial Hazard rd	
RISK MANAGEMEN Class I – Low Hazard Class II – Moderate Class III – High Haza Class IV – Severe Ha SITE FEE APPLIED	Equipment Costs \$ Materials Costs \$ Equipment Costs \$ Materials Costs \$ Approved Denied (list reason for denial) Initial Hazard Hazard rd zard	

ITEM 4.e

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 Dur La	dy of Good Counsel Pa	rish School
Ph# 734-453-3053 Fax#	Email pollardjæolgeparish.	Website <u>school. olgeparish</u> .
Ph# 734-453-305 ³ Fax#	City Plymouth	State <u>MI</u> Zip <u>48170</u>
Sponsoring Organization's Agent's Name <u>Jolev</u>		
Ph#Fax#	Email pollardjoolge parish	Cell# 134-109-1805
Ph# Fax# Address 15556 Northville Foxest Apt J116	City <u>Plymouth</u>	State <u>MI</u> Zip <u>48170</u>
Event Name OLGC Spring Mus	sica E	CELVER
Event Purpose <u>Middle School Mus</u> Event Date(s) <u>Wednesday</u> , May	ical Program	MAR 1 5 2021
Event Times 10-6:00 total time,	shows at 12:30, 1:45	CITY OF PLYMOUTH
Event Location Kellogg Park/Stac	Je	
What Kind Of Activities? Middle School	musical	
What is the Highest Number of People You Expect in Att	endance at Any One Time?	00
Coordinating With Another Event? YES 🗌 NO 🔀	If Yes, Event Name:	
Event Details: (Provide a detailed description of all act	tivities that will take place. Attach add	itional sheets if necessary.)
20 middle school students About 15 middle school s scenes, is middle school s and lighting, if available will come in the apterno later in the day paren will come to watch. U students. We will need We will also need to up	tudents will help et pieces onstage, he e. Other students son to watch the its and grandpas de will have adult access to restrooms	with behind-the- eping with sound, from the school performance, then ents + siblings ts supervising the throughout the day.

City of Plymouth – Special Events Application / Policy Revised as of 03/16/15

1.	TYPE OF EVENT: Based on Policy 12.2, this event is: (Weddings Ceremonies – Please Review	ew Section 12.2 f.)
	City Operated 🗌 Co-sponsored Event 🔲 Other Non-Profit 🕅 Other For-Profit 🔲 Poli	tical 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 please provide the following information:	dates for next year,
	Normal Event Schedule (e.g., third weekend in July):	
	Next year's specific dates:	
	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 🗌
	<u>CITY SERVICES REQUIRED?</u> If needed, please attach a letter indicating all requests for City S (see Attachment B) <u>restrooms</u> , sound equipment, stage, lighting (p	
		·
7.	AN EVENT MAP IS IS IS NOT X attached. If your event will use streets and/or sidewalks will use multiple locations, please attach a complete map showing the assembly and dispersal location. Also show any streets or parking lots that you are requesting to be blocked off.	(for a parade, run, etc.), or ons and the route plan.
8.	EVENT SIGNS: Will this event include the use of signs? YES NO S If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed sign illustration / description sheet and include with the application.	ns: Please complete a
	Signs or banners approved by the City of Plymouth for Special Events shall be designed and made in like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECT - APPROVAL IS GIVEN.	
	Signs and/or Banners may be used during the event only. Please refer to Special Event Policy for in installation of banners on Downtown Street Light Poles in advance of event. NO SIGNS ARE ALLO ADVANCE OF THE EVENT.	formation related to the OWED IN THE PARK IN
9.	UNLIMITED PARKING: Are you requesting the removal of time limits on parking (see Policy 12 YES NO I If Yes, list the lots or locations where/why this is requested:	2.5)?

INDEMNIFICATION AGREEMENT

The <u>OLGC Parish Scheel</u> (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 <u>Middle School Musical</u> (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 Joline Pollard

Date 3-5-2021

Witness _____

Date

- 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 <u>Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy</u>. (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.

3-5-2021

Jolene Polland Dature 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

v a Millio V Da Calificationa da compositiva e a segunda de la compositiva da compositiva da compositiva da com	/	FIE ,	Approx	BHKS		
\$250 Bathroom Cleaning Labor Costs: \$		YES ment Costs: \$	NO.	Materials C	osts \$	100
POLICE:	Approved	Denied		for denial) Hosas	Initial	Qec
Labor Costs \$	Equip	ment Costs \$	456 -	Materials C	osts \$	
FIRE:	and the second s	Denied		for denial)	Initial	90
Labor Costs \$	Equipi	ment Costs \$		Materials C	osts \$	
HVA:	Approved	Denied	(list reason	for denial)	Initial	
DDA:	Approved	Denied	(list reason	for denial)	Initial 🍧	TB
Labor Costs \$	Equipr	me n t Costs \$		Materials Co	osts \$,
RISK MANAGEMENT: Class I – Low Hazard	Approved	Denied	(list reason f	or denial)	Initial 💋	MB-
Class II – Moderate Hazaro	D NEEI) (ERT,	FICATE	OF IN	Surance	nami
Class III – High Hazard Class IV – Severe Hazard	<u> </u>	OF PIYE	nouth a	5 ADDIT	TONAL -	ENSUR
NAME:		_ TOTA	L ESTIMATED	FEE:		
			L EVENT SIT		94,920 Bind Division for succession for succession of the	سنسفر فينجر كالتكريب محافظ

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	Best Friends Group	(Thursday Evening San	d Adult	Volleyba	all Grou	la)
Ph# 734-306-1064 Fax#	Email	Laura.Ply.VB@aol.com	Website			
Address 1415 Sheridan	City	Plymouth	State	MI	Zip	48170
Sponsoring Organization's Agent's Name	Laura Flora		Title	Mana	ger	
Ph# 734-306-1064 Fax#	Email	Laura.Ply.VB@aol.com	Cell#	734-3	06-106	4
Address 46227 Ann Arbor Rd	City	Plymouth	State	MI	Zip	48170
					_ F	
Event Name Thursday Sand Volleyb	all					
Event Purpose to play volleyball weekly	Y					
Event Date(s) Thursday April 29 - Sep	ot. 30, 2020					
Event Times 6pm - dark						
Event Location Sand volleyball court at	Fairground Park					
What Kind Of Activities? Volleyball (ad	ult)					
	0					
What is the Highest Number of People You		e at Any One Time? 14	·			
Coordinating With Another Event? YES		es, Event Name:				
Event Details: (Provide a detailed descri	ption of all activities th	at will take place. Attach add	ditional sl	neets if n	ecessary	.)
Our group of professional adults has been			-			
We do not require any special services from sand, and make repairs to the net.	om the City of Plymouth. W	Ve keep the park clean and often	pick up lit	er, fill in h	oles, rake	the
We are requesting a permit, so that we kn	now we are definitely able t		an constant distant			
work early, hiring baby sitters, etc. We cou	unt on this evening for a go	ood workout and quality time with	round this 1 friends. V	Ve follow v	r volleyball olleyball	with dinner
and drinks at one of the nearby Plymouth	restaurants.			RE	n M	FR
Of course, we will adhere to any governme	ent mandates regarding a	ssembling and playing sports ou		6 5		
				APR		21
			Carrowa	CITY O	F PLYMOU	711

City of Plymouth - Special Events Application / Policy Revised as of 03/16/15

City Operated 🔲 Co-sponsored Event 🔲 Other Non-J	Profit 🔀 Other For-Profit 🗌 Political or Ballot Issu
ANNUAL EVENT: Is this event expected to occur next	rear? YES 🛛 NO 🗌
If Yes, you can reserve a date for next year with this app please provide the following information:	lication (see Policy 12.15). To reserve dates for next ye
Normal Event Schedule (e.g., third weekend in Ju	ly): Thursdays April 30 - Sept. 30
Next year's specific dates:	6pm-dark
See section 12.13 for license & insurance requirem	ents for vendors
FOOD VENDORS/ CONCESSIONS? YES	NO 🛛 <u>OTHER VENDORS?</u> YES 🗌 NO
DO YOU PLAN TO HAVE ALCOHOL SERVED AT T	HIS EVENT? YES 🗌 NO
WILL ALCOHOL BE SERVED ON PRIVATE PROPE	RTY AS PART OF THIS EVENT? YES 🗍 NO
	YES 🗌 NO
WILL YOU NEED ELECTRICITY AND/OR WATER?	
None	
· · · · · · · · · · · · · · · · · · ·	
AN EVENT MAP IS IS IS NOT X attached. If your will use multiple locations, please attach a complete map sho Also show any streets or parking lots that you are requesting	wing the assembly and dispersal locations and the route p
will use multiple locations, please attach a complete map sho	wing the assembly and dispersal locations and the route p to be blocked off. YES NO X size and location of your proposed signs: Please comple
will use multiple locations, please attach a complete map sho Also show any streets or parking lots that you are requesting EVENT SIGNS: Will this event include the use of signs? f Yes, refer to Policy 12.8 for requirements, and describe th	to be blocked off. YES NO X size and location of your proposed signs: Please comple pplication. al Events shall be designed and made in an artistic and we
will use multiple locations, please attach a complete map sho Also show any streets or parking lots that you are requesting EVENT SIGNS: Will this event include the use of signs? If Yes, refer to Policy 12.8 for requirements, and describe the sign illustration / description sheet and include with the a Signs or banners approved by the City of Plymouth for Speci ike manner. THE CITY MANAGER MUST APPROVE AI	wing the assembly and dispersal locations and the route p to be blocked off. YES NO X size and location of your proposed signs: Please comple pplication. al Events shall be designed and made in an artistic and we L SIGNS. SIGNS CANNOT BE ERECTED UNTIL ase refer to Special Event Policy for information related t

City of Plymouth – Special Events Application / Policy Revised as of 03/16/15

- 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 I2.10 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 <u>Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy</u>. (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.

4/05/2021



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

INDEMNIFICATION AGREEMENT

Best Friends Group (organization name) agree(s) to defend, indemnify, and hold harmless the City of The 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 Sand VB (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.

Laura Flora	Digitally signed by Laura Flora Date: 2020.03.31 18:30:17 -04'00'
-------------	---

Witness _____

Date 3/31/2020

EVENT REVIEW FORM

EVENT NAME: (Note: All fees are only i	initial estimates and sa	n increase un	TOTAL ES	TIMATED FEE	then the st	
MUNICIPAL SERVICES:	Approved	Denied	(list reason		Initial	<u>Se of the eve</u>
	5	No s	EWICES	NEEDE	2	
					<u>.</u>	
\$250 Bathroom Cleaning Labor Costs: \$		'ES ent Costs:	NO	Materials	Costs \$	
POLICE:	Approved	Denied	(list reason	for denial)	Initial	gee
		No 5	SEAVICES	NEED.	ΞŊ	
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FIRE:	Approved	Denied	(list reason	for denial)	Initial 🖁	90
	No Sen	ius Nee	Den			
Labor Costs \$	Equipm	ent Costs \$		Materials (Costs \$	
HVA:	Approved	Denied	(list reason)	for denial)	Initial	
DDA:	Approved	Denied	(list reason t	for denial)	Initial -	в
Labor Costs \$	5 Equipm	ent Costs \$		Materials (Costs \$	
RISK MANAGEMENT:	Approved	Denied	(list reason f	or denial)	Initial	
Class I – Low Hazard						
Class II – Moderate Hazar	d					
Class III – High Hazard						
Class IV – Severe Hazard						
SITE FEE APPLIED TO A	LL EVENTS IS \$100 PE	R DAY. TOT	AL EVENT SIT	E FEE <u>\$</u>		
APPROVED N	OT APPROVED	DATE				

City of Plymouth SPECIAL EVENT APPLICATION

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

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

Sponsoring Or	ganization's Legal	Name Plymouth	Commun	ity Chamber of Commerce				
Ph# 734-453-	734-453-1540 Fax# 734-404-6026		Email	admin@plymouthmich.org	Website	www.plymouthmich.org		
Address 850 W. Ann Arbor Trail		City	Plymouth	State	MI	Zip 48170		
Sponsoring Or	ganization's Agen	t's Name Mary Nyh	us		Title	Event	Manager	
Ph# same	Fax#	same	Email	same	Cell#			
Address sam	ne		City		State		Zip	
Event Name	Plymouth Farme	ers Market						
Event Purpose	To promote and	d enhance the commu	nity					
Event Date(s)	Saturday mornin	ngs only from May 8,	2021 thro	ugh October 23, 2021				
Event Times	8 a.m. to 12:30	p.m.						
Event Location	DPT in The Ga	thering, on Penniman	in front o	f the Gathering, and along t	he Park	sidewalk	on Penniman	i.
What Kind Of	Activities? Vendo	ors will be selling proc	luce, plan	ts, flowers, foods, candles, se	paps, and	various	art and crafts	s.
	Call Car Star			ce at Any One Time? N/A				
		nt? YES 🗌 NO						
Event Details:				Il their goods to the publ	ic. Mos	t food it	ems will be	
	Michigan gi	rown and/or made y	with seve	eral cottage industry food	items (i.e. bake	e goods, jam	1S,
				to the market are mainly	local P	lymouth	n residents an	nd
	people from	surrounding areas						
			DE	CEIVED APR 13 2021				
				CITY OF PLYMOUTH				

City of Plymouth - Special Events Application / Policy Revised as of 03/16/15

TYPE OF EVENT: Based on Policy 12.2, this event is: (Weddings Ceremonies - Please Rev	riew Section 12.2 f.)
City Operated Cosponsored Event Cother NonProfit Cother ForProfit Pro	olitical or Ballot Issue
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 please provide the following information:	ve dates for next year,
Normal Event Schedule (e.g. Early in the month of Dec.	through last Saturday in
Next year's specific dates: October	inougi lust Saturday II
***See section 12.13 for license & insurance requirements for vendors ***	
FOOD VENDORS/ CONCESSIONS? YES NO X OTHER VENDORS?	yes 🛛 no 🗌
DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?	YES 🗌 NO 🛛
WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?	YES 🗌 NO 🛛
WILL YOU NEED ELECTRICITY AND/OR WATER?	yes 🛛 no 🗌
CITY SERVICES REOUIRED? If needed, please attach a letter indicating all requests for City (see Attachment B) Penniman will be closed just past the drive thru at Citizens Bank to U	
(see Attachment B) Penniman will be closed just past the drive thru at Citizens Bank to U AN EVENT MAP IS IS NOT X attached. If your event will use streets and/or sidewalks	Union Street.
(see Attachment B) Penniman will be closed just past the drive thru at Citizens Bank to U	Union Street.
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(see Attachment B) Penniman will be closed just past the drive thru at Citizens Bank to U AN EVENT MAP IS IS NOT X attached. If your event will use streets and/or sidewalks will use multiple locations, please attach a complete map showing the assembly and dispersal locations	Union Street.
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CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that 10.

- 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)
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- 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

> <u>4/13/2021</u> Date

<u>Mary Nyhus</u> 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) 4531234 ext. 203

11. **INDEMNIFICATION AGREEMENT**

INDEMNIFICATION AGREEMENT

Plymouth Community

Chamber of Commerce The (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 Farmers Market (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 _____ 4/13/2021

Signature <u>Mary Nyhus</u> Witness <u>Wanda Colustron</u>

Date ____4/13/2021___

EV			
		TOTAL ESTIMATED FE	E:
<u>intial estimates ana ca</u>	in increase up	on assessment of services	after the close of the e
Approved	Denied	(list reason for denial)	Initial
SERVICES	Net	SEN	
D D (5			
Equipri	ient Costs: Ş		Costs \$
Approved	Denied	(list reason for denial)	Initial acc
No	SERVI	ET NEEDLD	·····
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Nos Services	Necom		
Equipn	nent Costs \$	Materials	Costs \$
Approved	Denied	(list reason for denial)	Initial
Approved	Denied	(list reason for denial)	Initial TB
Equipn	nent Costs \$	Materials	Costs \$
Approved	Denied	(list reason for denial)	Initial
L EVENTS IS \$100 P	ER DAY. TOT	AL EVENT SITE FEE <u>\$</u>	100
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ITEM 7.a



Administrative Recommendation

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

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

Mayor & City Commission
Paul J. Sincock, City Manager
S:\Manager\Sincock Files\Memorandum - 2021 Infrastructure Program Jener Hartsough 04-19-21.docx
April 15, 2021
2021 Infrastructure Program – Jener & Hartsough Streets

Background

The City Commission will recall that they had previously authorized the design and coordination phase for the proposed improvements on parts of Jener, Hartsough and Harvey Streets. This authorization was approved by the City Commission in November of last year and is in keeping with the City's Strategic Plan for Continuous infrastructure Improvement.

As of this date, plans have been completed for both Jener between Wing and Linden, and Hartsough from Harvey to McKinley. We are awaiting final approval from the State Department of Environment, Great Lakes and Energy (EGLE) related to these two streets. The City's DDA just passed a resolution to participate with the City Commission on the installation of new mast arm traffic signals on Harvey Street, so those plans are still in design and we are awaiting comments and approvals from EGLE related to water and sewer work in this area.

The City Engineer put our infrastructure projects out to bid in 2020 and we were pleased to have four firms that bid on our projects. The low bid at that time was once again from Pro-Line Asphalt Paving Corporation. Pro-Line has been the low bidder on our projects for many years. At our direction, the Engineer has requested updated pricing from Pro-Line for the Jener and Hartsough projects. We have been extremely pleased with the work that Pro-Line and their sub-contractors have provided the City for many years. The pricing for the Jener and Hartsough Projects is \$857,536.18. If we authorize this project to proceed as a change order to add the work to our 2020 contract, we will save several thousands of dollars on the bidding process and we will be able to start next month. From an internal staffing and working on the projects, we would like to have the Jener and Hartsough projects nearly complete before we move to Harvey Street.

The Engineer has reviewed the total scope of the proposed projects and he is recommending that we accept the proposal from Pro-Line Asphalt to complete the work as proposed for the Infrastructure Improvement Program on Jener and Hartsough. We are all very familiar with the work and the efforts that Pro-Line Asphalt puts into jobs here in the City.

The City Engineer has provided an outline of each phase of the project and he is recommending a total authorization of \$976,036.18. This amount will include a construction contingency of \$45,000, which is 5%. The amount also provides for all project inspections, construction administration, construction survey staking, quality control/materials testing and the as built drawings of the project.

The Commission should remember that our infrastructure projects are what are called "unit-based contracts," which means we only pay for what we actually used on the project, rather than just a project price. Funding for these projects will come from the voter approved Road Bond Issue as well as the Water and Sewer Funds.

The City Engineer has provided a very detailed letter explaining the entire project as additional background information. If the City Commission authorizes to proceed with Pro-Line Asphalt, then we will schedule a resident's meeting to allow the residents in the area to meet the project team and to provide them with a complete schedule of activity. We would anticipate that construction could start in May.

The City Engineer's letter also provides for an update on the Harvey Street project, which is anticipated to start in late summer. The Harvey Street project is somewhat complicated by the "tube" for the Tonquish Creek and the flood plain issues. We also have to resolve some right of way issues related to the proposed mast arm traffic signals.

Recommendation:

The City Administration recommends that the City Commission authorize a construction phase unitbased contract to Pro-Line Asphalt in the amount of \$857,536.18 plus an additional amount for construction administration, inspection, construction staking, materials testing and as built drawings in the amount of \$73,500, as well as \$45,000 for a construction contingency for the 2020 Infrastructure Improvement Program.

We have prepared a proposed Resolution for the City Commission to consider regarding this matter. Should you have any further questions please feel free to contact me.



Wade Trim Associates, Inc. 25251 Northline Road • Taylor, Mi 48180 734.947.9700 • www.wadetrim.com

April 15, 2021

City of Plymouth 201 South Main Street Plymouth, MI 48170

Attention: Mr. Chris Porman Director of Municipal Services

Re: City of Plymouth - 2021 Infrastructure Improvement Project Proposed Construction Phase Recommendation (Initial)

Dear Mr. Porman:

On November 16, 2020, the City Commission authorized us to begin work on the design phase of the 2021 Infrastructure Improvement Program. The 2021 Program included three street reconstruction and water main improvement projects, which are as follows:

- Jener Street from Wing to Linden
- Hartsough from Harvey to McKinley
- Harvey Street from Ann Arbor Trail to Penniman

As of the date of this letter, we have completed the design for the improvements on Jener and Hartsough. We have submitted the plans to the State of Michigan Department of Environment, Great Lakes and Energy (EGLE) and are currently waiting to receive our permit (pending their review of our recent submittal to address their comments). Following a conversation with the City Manager and yourself, we have shared the plans with Pro-Line Asphalt and their team to get quotes for the first two street projects. Similar to 2020, when the City Commission authorized the reconstruction of Dewey Street, Pro-Line is available to get started on Jener and Hartsough early in the construction season (i.e., early May 2021).

The design for Harvey Street is currently ongoing and the intention is for that construction project to start in mid-July 2021 after the Art in the Park event.

Direct Bid from Pro-Line Asphalt

Following direction of the City Manager, we had a conversation with Pro-Line Asphalt, and they have agreed to hold their unit prices for the majority of work items for 2021. Pro-Line Asphalt was the lowest bidder when the 2020 Infrastructure Program was publicly bid. The City has received excellent service and high-quality work from Pro-Line Asphalt over the years. Pro-Line has consistently been the lowest responsible bidder on several previous public bids.

The direct bid received from Pro-Line Asphalt is \$813,536.18, as shown on the attachment received from Pro-Line Asphalt.

City of Plymouth April 15, 2021 Page 2

Pro-Line Asphalt's Team

Following the anticipated City Commission approval, a change order will be prepared to add the 2021 Program to the 2020 Contract that the City has with Pro-Line Asphalt. Once the contract documents are signed and the appropriate bonds and insurance certificates are in place, a pre-construction meeting will be held to kick off the project. We anticipate a pre-construction meeting will occur the last week of April 2021 and a resident meeting during the first week of May 2021.

We have learned that Pro-Line Asphalt will be using the same core team of subcontractors to complete the majority of the water main, sanitary sewer, and concrete work on the project. The underground water main, storm sewer, and sanitary repairs will be completed by CI Contracting, Inc. (Brighton). The concrete flatwork and curb and gutter will be completed by GM & Sons. GM & Sons have performed quality work for the City on many of the City's infrastructure improvement programs. Old Village Landscaping will be completing the restoration work. We are pleased with the team that Pro-Line has presented; their crews recently completed the work on Dewey earlier this year. They perform quality work and show respect for the individual home areas adjacent to the work areas.

Following the City's normal process, the City will notify the residents and businesses within the project areas of the project and will schedule a public information meeting to share information specific to the work in each area. We have met several residents during this design phase who are very interested with the work being completed on their street. As previously mentioned, we envision work starting sometime in early May after the contract documents have been executed by both parties and detailed construction schedules are defined and shared. We intend to share a preliminary schedule with the City and the residents at the public information meeting as soon as it is fully developed.

We anticipate that Jener and Hartsough will be substantially completed and open for use by early July 2021. The final completion will depend on appropriate weather for placement and watering of the new sod. We will work with the contractor and City staff to make sure that the planned schedule allows adequate time to complete each street in a quality manner. We will ask the contractor for a work plan that is well coordinated. We expect that the contractor will overlap their operations between both streets so that work is occurring in more than one location at one time. This allows for some efficiency in scheduling the different types of work (i.e., underground utilities, concrete, roadway, etc.). We anticipate that the contract will remain open into the spring of 2022 to make sure all restoration issues have been properly completed.

Permit Status

As stated above, a permit from the State of Michigan for new water main on both Jener Street and Hartsough are pending approval from EGLE. The plans were submitted in mid-February, and we received comments from the state on April 11, 2021. We are resubmitting plans to address their comments and anticipate that the permit will be issued within the next few weeks in time for the contractor's desired start date.

Proposed 2021 Program Summary

The direct bid received from Pro-Line covers all specific items of work identified on the plans prepared by our office, including installation of new water main, some sanitary sewer repairs, some new storm sewer, and street reconstruction work on Jener and Hartsough. The proposed program will include the restoration of the street rights-of-way with clean topsoil and sod, as well as repairs to sprinkler systems along these two streets. We would also like to note that the City has marked these two streets for sidewalk improvements. We will assist in completing these repairs at the same time as the other infrastructure work in these areas.

With the above information in mind, we have prepared a complete project cost estimate using the direct bid received to show the total anticipate project cost for the first phase of this year's program on Jener and Hartsough:

Construction Bid	\$813,536.18
Inspection Bid (55 Days at \$800/day)	<u>\$_44,000.00</u>
Construction Bid Received	\$857,536.18
Allowance for Construction Administration (+/- 7%)	\$ 60,500.00
Allowance for QA/QC and Materials Testing (+/- 1.5%)	<u>\$ 13,000.00</u>
Engineering Allowance	\$ 73,500.00
Recommended Construction Contingency (5%)	<u>\$ 45,000.00</u>
Proposed Construction Phase – Total	\$976,036,18

Based on the above information, we recommend the City award the first portion of the 2021 Infrastructure Improvement Program to Pro-Line Asphalt for a total contract value of \$857,536.18. The actual contract amount will be added via a change order to the 2020 Infrastructure Improvement contract and will be based on the actual amount of work completed at the unit prices received in the direct bid. In addition, we recommend the City review their overall street improvement and water/sewer system budgets and approve the total estimated construction cost of \$976,036.18, including construction engineering, inspection, and a 5% construction contingency for the 2021 Infrastructure Improvement Program.

Wade Trim Construction Phase Services

Wade Trim will provide contract administration, construction engineering, staking and layout (if required), and quality control and materials testing (using SME as our subconsultant) during the 2020 Infrastructure Improvement Program. The contractor has estimated a total of 55 inspection days (8-hour days) to complete the work on Jener Street and Hartsough.

As always, our team's actual effort will be billed monthly in accordance with the actual hours worked and our current 2021 Rate Schedule. If extra work is required beyond the scope of this proposal, we will notify the Director of Municipal Services and City Manager immediately and provide an estimate for any additional work at that time.

Next Steps for Harvey for 2021

The design of new water main and the street reconstruction on Harvey from Ann Arbor Trail to Penniman is currently ongoing and well underway. Because the enclosed portion of the Tonquish Creek crosses under Harvey, a portion of the project is technically within a designated floodplain. We have applied for a permit to the State of Michigan to construct the improvements in this area. That permit application was submitted on March 8, 2021, and typically takes 90 days for review.

Following recent City Commission and Downtown Development Authority direction, our team has initiated the design of the new mast arm traffic signals and pedestrian crosswalk signals (with pushbutton activation) for both the Harvey/Ann Arbor Trail and Harvey/Penniman intersections.

City of Plymouth April **15**, 2021 Page 4

We are also working with the City to help them with documents, exhibits, etc. for any new rightof-way that may needed to complete the project. We anticipate that a direct construction bid will be brought in front of the City Commission in late June or early July to approve the Harvey Street construction phase of the 2021 Infrastructure Program.

We hope this letter is helpful to the City Administration and City Commission. If anyone has any questions in advance of the meeting, please do not hesitate to call me on my cell at 313.363.1434 at any time. I would be happy to discuss any portion of this letter or the proposed program.

We appreciate the opportunity to help the City with the 2021 Infrastructure Improvement Program and look forward to working with your team again on the construction phase of this project.

Very truly yours,

Wade Trim Associates, Inc.

2

Shawn W. Keough, PE Senior Vice President

SWK:jlb PLY 2124-01T 2021 LETTER OF RECOMMENDATION #1.DOCX Enclosure

cc: Mr. Adam Gerlach, Department of Municipal Services, City of Plymouth Mr. John Scanlon, Finance Director, City of Plymouth Mr. Paul Sincock, City Manager, City of Plymouth


PRO-LINE ASPHALT

Pro-Line Asphalt Paving Corp.

11797 29 Mile Road Washington Twp. M1 48095 Phone: (586) 752-7730 Fax: (586) 752-9745

To: City Of Plymouth Contact: Shawn Keough Address: Plymouth, MI Phone: Fax: Project Name: Plymouth 2021 Infrastructure Improvement Program **Bid Number: Project Location:** Hartsough Street & Jener Street, Plymouth, MI **Bid Date:** 4/15/2021 Line # Item # **Item Description Estimated Quantity Unit Unit Price Total Price** 1 1 Pavement Excavation 1.630.00 CY \$40.00 \$65,200.00 2 2 Pavement Excavation for Bituminous 0.00 CY \$0,00 \$0.00 Pavement З З Remove Concrete Curb and Gutter 0.00 LF \$0.00 \$0,00 4 4 Drainage Structure, Remove 0,00 EACH \$0.00 \$0.00 5 5 Storm Sewer, Remove 140.00 LF \$10.00 \$1,400.00 6 6 Remove Water Main, 6-Inch 0.00 LF \$0.00 \$0,00 7 7 Gate Valve and Well, Remove 0.00 EACH \$0.00 \$0.00 8 8 Abandon Existing Gate Valve and Well 0.00 EACH \$0.00 \$0,00 9 9 Gate Valve and Box, Remove 0.00 EACH \$0.00 \$0.00 10 10 Fire Hydrant, Rem 1.00 EACH \$425.00 \$425.00 11 11 **Reconstruct Structure** 20,00 VF \$150,00 \$3,000,00 Concrete Drives and Sidewalks, Remove 12 12 6,950,00 SF \$2.00 \$13,900.00 13 13 Brick Paver Remove 0.00 SF \$0.00 \$0.00 14 14 Subgrade Undercut and 21AA Aggregate 200.00 CY \$50.00 \$10,000.00 Backfill 15 15 Aggregate Base Course, 21AA 1,970.00 TON \$25,00 \$49,250.00 8-Inch Reinforced Concrete Pavement, W/ No 16 16 0,00 SY \$0.00 \$0.00 Color 17 17 Bitumous Pavement, Wearing Course, 1300T 470.00 TON \$115.00 \$54,050.00 18 18 Bituminous Pavement, Leveling Course, 3C 515.00 TON \$105.00 \$54,075.00 19 19 Curb and Gutter, Concrete, Detail F4 1.265.00 LF \$19,00 \$24,035.00 20 20 Sidewalk, Concrete, 4-Inch 3,825.00 SF \$15,300,00 \$4.00 21 21 Sidewalk, Concrete, 8-Inch 0.00 SF \$0,00 \$0,00 22 22 Standard Storm Catch Basin 4.00 EACH \$3,400.00 \$13,600.00 23 73 Remove Sanitary Sewer 50,00 LF \$2.00 \$100.00 24 24 Sidewalk Ramp, Concrete, 6-inch 260.00 SF \$9,00 \$2,340.00 25 25 Reinstall Salvaged Brick Paver 0.00 SF \$0,00 \$0.00 2626 Water Main, 8-Inch, D.I., Trench "B" 1,196.00 LF \$98.00 \$117,208.00 27 27 Water Main, 6-inch, D.I., Trench "B" 0.00 LF \$0,00 \$0.00 28 28 Water Main, Abandon with Flowable Fill 16.00 CY \$200.00 \$3,200.00 Gate Valve and Well, 8-Inch 29 29 0.00 EACH \$0,00 \$0.00 30 Fire Hydrant Assembly 30 3.00 EACH \$4,500.00 \$13,500.00 31 31 Connect Exist. 6" Water Main w/ 8"x6" 0.00 EACH \$0,00 \$0.00 Reducer 32 32 Connect Exist. 8" Water Main 3.00 EACH \$3,300.00 \$9,900.00 33 33 Connect Existing GV&W 3.00 EACH \$4,000.00 \$12,000.00 34 34 Water Service, 1-inch, Type K Copper, Long 22.00 EACH \$2,100.00 \$46,200.00 35 35 Water Service, 1-Inch, Type K Copper, Short 18.00 EACH \$1,600.00 \$28,800.00 36 36 Curb Stop and Box 40.00 EACH \$300,00 \$12,000.00 37 37 Mountable Curb And Gutter 0.00 LF \$0,00 \$0.00 38 38 Restoration with 3-Inches Topsoil and Nursery 1,900.00 SY \$7.00 \$13,300.00 Sod



PRO-LINE ASPHALT

Pro-Line Asphalt Paving Corp.

11797 29 Mile Road Washington Twp. MI 48095 Phone: (586) 752-7730 Fax: (586) 752-9745

To:		City Of Plymouth		Contact:	Shawn Keough	
Address:		Plymouth, MI	Phone:			
		Fightoddig (12		Fax:		
Design	Aloneo	Diversa the 2021 Information of Transmission				
	t Name:	Plymouth 2021 Infrastructure Improvement Progra	am	Bid Number:		
Projec	t Location:	Hartsough Street & Jener Street, Plymouth, MI		Bid Date:	4/15/2021	
Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
39	39	Mobilization And Traffic Control	1.00	LS	\$100,000.00	\$100,000.00
40	40	Remove and Replace 8-inch PVC Truss Pipe	0,00	LF	\$0.00	\$0.00
41	41	Remove and Replace 12-inch RCP Storm Sewer	0.00		\$0.00	\$0,00
42	42	Adjust Structure		EACH	\$600.00	\$10,800.00
43	43	Remove and Replace Frame and Cover	6,560.00		\$1.75	\$11,480.00
44	44	Inlet Filter	11.00	EACH	\$100.00	\$1,100.00
45	45	Temporary Gravel Construction Entrance/Exit	4.00	EACH	\$1,500.00	\$6,000.00
46	46	Drives and Sidewalk, Concrete, 6-Inch	3,240.00	SF	\$5,00	\$16,200.00
47	47	Earth Excavation for Area Under Proposed Stamped Concrete	0,00	CY	\$0.00	\$0.00
48	48	Connect to Existing Storm Structure	2.00	EACH	\$1,535.00	\$3,070.00
49	49	12-Inch Storm Sewer, C-76. Cl IV RCP, Trench B	90.00	L.F.	\$135.00	\$12,150.00
50	50	Sump Pump Leads	50.00		\$25.00	\$1,250.00
51	51	Underdrain, 6-inch W/ Geotextile Fabric Wrap	2,465.00	LF	\$15,00	\$36,975.00
52	52	Embankment	215,00	CY	\$35.00	\$7,525.00
53	53	Sprinkler System Allowance	1.00	LS	\$0.00	\$0.00
54	54	Sign, Type B, Temp, Prismatic, Furn	210.00	SF	\$10.00	\$2,100.00
55	55	Sign, Type B, Temp, Prismatic, Oper	210.00	SF	\$0.01	\$2.10
56	56	Barricade, Type III, High Intensity, Lighted, Furn	8,00.	EACH	\$100,00	\$800.00
57	57	Barricade, Type III, High Intensity, Lighted, Oper	8.00	EACH	\$0.01	\$0.08
58	58	Plastic Drum, High Intensity, Lighted, Furn	100.00	EACH	\$60,00	\$6,000.00
59	59	Plastic Drum, High Intensity, Lighted, Oper	100.00	EACH	\$0.01	\$1,00
50	60	Minor Traffic Devices	1.00	LS	\$0,00	\$0.00
51	61	Audlo Video Route Survey	1.00	LS	\$3,500,00	\$3,500.00
52	62	Inspector Days	55.00	CDAY	\$800.00	\$44,000.00
63	63	Pavement Marking	0,00	LS	\$0.00	\$0.00
54	64	Cold Milling Bituminous Pavement, 1 1/2 Inch	0.00	SY	\$0,00	\$0.00
55	65	Butt Joints	0.00	SY	\$0.00	\$0.00
56	66	Replace Brick Pavers	0,00	SF	\$0.00	\$0.00
	67	Remove and Replace 10-Inch NonReinf Concrete Pavement	0.00	SY	\$0,00	\$0,00
	68	Remove and Replace 10-Inch NonReinf Concrete Jt Repairs	0.00	SY	\$0.00	\$0,00
	69	Traffic Maintenance and Control	0.00	LS	\$0.00	\$0.00
	70	Epoxy Anchored Line Ties #5 Bar X 18" X30" OC		EACH	\$0.00	\$0.00
	71	Clean and Seal w/hot Pour Rubber on Old Conc Joints	0.00	LF	\$0,00	\$0.00
	72	Clean and Seal w/hot Pour Rubber on New Conc Joints	0.00	LF	\$0.00	\$0,00
3	73	7" Plain Concrete	150.00	SY	\$60.00	\$9,000.00



DROBANSIDERAMI

Pro-Line Asphalt Paving Corp.

11797 29 Mile Road Washington Twp. MI 48095 Phone: (586) 752-7730 Fax: (586) 752-9745

City Of Plymouth Contact: Shawn Keough Тоз Address: Phone: Plymouth, MI Fax: **Bid Number:** Project Name: Plymouth 2021 Infrastructure Improvement Program **Bid Date:** Project Location: Hartsough Street & Jener Street, Plymouth, MI 4/15/2021 **Estimated Quantity Unit Unit Price Total Price** Line # Item # **Item Description** 1,200.00 LF \$19.00 \$22,800.00 74 74 Curb And Gutter, Concrete, 6 Inch Rolled Curb

Total Bid Price: \$857,536.18

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and are hereby accepted.	Pro-Line Asphalt Paving Corp.
Buyer;	
Signature:	Authorized Signature:
Date of Acceptance:	Estimator:

RESOLUTION

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

WHEREAS	The City of Plymouth operates a roadway system to maintain the public health,
	Safety and welfare, and
WHEREAS	The City of Plymouth has adopted a Strategic Plan which calls for continuous
	Infrastructure improvement, and
WHEREAS	The voters approved a Road Bond for the improvement of our streets, and
WHEREAS	The City Commission has already approved the design phase of an Infrastructure
	Improvement program for Jener and Hartsough Streets, and

Certain improvements to the water and sewer systems.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a change order for the contract with Pro-Line Asphalt in the amount of \$857,536.18 for a unit-based contract with Pro-Line Asphalt for the 2021 Infrastructure Program for Jener Street and Hartsough Street based on the City Engineer's Recommendation Letter of April 15, 2021.

BE IT FURTHER RESOLVED THAT the City Commission does hereby authorize construction Engineering costs for administration, construction staking, materials testing costs and final as built drawing costs with Wade-Trim of up to \$73,500 for the 2021 infrastructure Program.

BE IS STILL FURTHER RESPOLVED THAT the City Commission does hereby authorize construction contingency of \$45,000 for the 2020 Infrastructure Improvement Program.

ITEM 7.b



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 - CDBG Funds to Tonquish Manor 04-19-21.docx

Date: April 16, 2021

RE: Transfer Use of CDBG Funds to Tonquish Manor

Background

The City Commission will recall that we have previously established an intergovernmental partnership with the Plymouth Housing Commission related to Tonquish Creek Manor. This partnership would allow them to use \$20,000 of Community Development Block Grant Funds for their operations. Due to the fact that Tonquish Manor serves income qualified senior citizens, the entire facility meets the qualification guidelines for the CDBG program. Our other public facilities do not have immediate qualified projects that would allow CDBG funding to be used and we would hate to "lose" the money because of timeline restrictions on the funding.

In the past the City has used CDBG funding to install handicapped doors at City Hall and at the Cultural Center. Those projects qualified because they directly impacted handicapped persons. The projects at Tonquish Manor qualify because the facility serves income qualified persons. The City does not have any current ADA Projects that would allow us to use this as supplemental funding and we are required to use the money or lose the money.

We have attached a memorandum from John Buzuvis who handles our grant administration which further outlines this proposal for Tonquish Manor. The total amount of CDBG Funds going to make improvements at the Tonquish Manor would be \$20,000. The last time we used Block Grant Funds for Tonquish Manor was in 2017 and it was about \$100,000 to help pay for a new roof on the facility.

This action would have no impact on our funding of the Senior Transportation Program. We would also continue to receive reimbursement for our City expenses related to the administration of this program.

Recommendation

The City Administration recommends that the City Commission authorize the proposed Resolution which would allow CDBG Funds to be used for Tonquish Manor.

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



Administrative Recommendation

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

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

- To: Paul Sincock
- From: John Buzuvis
- CC: S:\Manager\Sincock Files\Memorandum -cdbg.docx
- Date: April 15, 2021
- RE: Intergovernmental Partnership to use City of Plymouth Community Development Block Grant Funding by the City of Plymouth Housing Commission

Background

As you are aware, it is challenging to utilize federal Community Development Block Grant (CDBG) funding for projects that will make an impact in the community. City administration has investigated several potential projects to be funded using remaining CDBG funding from the most recent program year. CDBG expenditures are severely restricted by federal rules/laws and therefore it is difficult to find a use/project that meets the guidelines and is viable. Wayne County administers the CDBG program for most (43) municipalities in the county and has been a great partner in the process over the several decades the City has participated with them.

The City has \$20,000 of CDBG funding remaining from the most recent program year (last calendar year). Given the challenges of the COVID era many communities have their \$20,000 still to spend down. Due to the federal requirements for the expenditure of this money the administration discussed many funding options with Wayne County. The most viable option was for the City to partner with the Plymouth Housing Commission to use remaining CDBG funding. The Plymouth Housing Commission operates Tonquish Creek Manor an income qualified senior living facility in town. Since this facility is an income qualified senior housing facility CDBG money is approved to be used for almost anything as a reimbursement and/or seed money for a project. The administration has discussed using the available \$20,000, with Cindy Rapson, the Director of the Housing Commission, to reimburse their maintenance employee costs during the pandemic year. The City explored using CDBG monies for reimbursing city staff expenses last calendar year; however, that is not permitted under the federal guidelines as we are general government. Wayne County has approved the proposed use of the remaining CDBG funding. If the City Commission approves this proposed partnership the Housing Commission could reallocate \$20,000 of funding to make other improvements to the facility and programming that will have a felt impact on their residents.

The Housing Commission Director indicated that two part-time maintenance staff worked the entire year last year to keep the facility operating while other staffers worked from home. Additionally, Director Rapson indicated that the \$20,000 will have a felt impact and assist them in stretching their regular funding even farther than they already do.

The commission has authorized partnerships with the Housing Commission to use CDBG funding on a couple different occasions over the past decade or so. Those allocations were fused for capital improvements and again

were much easier to administer because of federal guidelines and requirements. The previous partnerships, and this partnership, if approved will be a win-win opportunity and meets the stringent guidelines for use of this money as set forth by the Federal government. Because this facility serves income qualified senior citizens exclusively, the federal government allows a wider and more far-reaching use of CDBG funds. The enclosed sample resolution would authorize, if approved, the Housing Commission to use \$20,000 of the City's CDBG funds for the purposes outlined above. The resolution identifies each participants responsibility and the flow of funding. The funding would flow as follows:

- Plymouth Housing Commission would complete all required CDBG documentation and pay all employee costs as outlined above
- Plymouth Housing Commission would submit all voucher material to the City Grant Administrator along with proof of payment
- The Grant Administrator will submit all voucher materials to Wayne County Department of Economic Development for reimbursement not to exceed \$20,000
- The Grant Administrator would authorize the reimbursement of all previously agreed upon expenses to the Housing Commission not to exceed \$20,000
- The Housing Commission will not be reimbursed using CDBG or City funds for any of their staff time required to process the voucher documents, manage contracts or any other project management costs as part of their use of City of Plymouth CDBG funding

As stated above the Plymouth Housing Commission would be responsible for all necessary documentation, vouchering, required by the county for the CDBG funds in an amount not to exceed \$20,000.

Recommendation:

City administration recommends that the City Commission approve a resolution authorizing the use of Community Block Grant Funding by the Plymouth Housing Commission, as outlined above for the reimbursement of up to \$20,000 of their maintenance staff time for the last calendar year. Should you have any questions in advance of the meeting please feel free to contact me.

RESOLUTION

- WHEREAS The City of Plymouth City Commission annually receives Community Development Block Grant funding for use as the City Commissions sees fit, provided the use meets all federal guidelines and regulations; and
- WHEREAS The City of Plymouth City Commission has previously identified Senior Services for funding that meet national objectives for the CDBG program consisting of- Senior Services; and
- WHEREAS The administration, as approved by Wayne County, have identified a partnership program with the Plymouth Housing Commission, to use \$20,000 of available CDBG funding from the 2020 calendar year to reimburse them for maintenance staff costs at their facility as allowed by federal requirements; and
- WHEREAS The City of Plymouth housing commission manages Tonquish Creek Manor and their Director, Cindy Rapson, has indicated the use of \$20,000 of CDBG funding would help them maximize their budget and reallocate dollars to projects that will have a positive impact on quality of life for their residents; and
- WHEREAS The City Commission has previously authorized a partnership between the City of Plymouth and The City of Plymouth Housing Commission to use CDBG funding for facility improvements at Tonquish Creek Manor; and
- WHEREAS The reimbursement of maintenance staff costs at Tonquish Creek Manor meet all the requirements for CDBG funding and City administration has received authorization from Wayne County Department of Economic Development to enter into the described agreement; and
- WHEREAS The City Commission establishes the following rules of the "partnership"
 - Plymouth Housing Commission would complete all required CDBG documentation
 - Plymouth Housing Commission would submit all voucher material to the City Grant Administrator along with proof of payment
 - The Grant Administrator will submit all voucher materials to Wayne County Department of Economic Development for reimbursement not to exceed \$20,000
 - The Grant Administrator would authorize the reimbursement of all previously agreed upon expenses to the Housing Commission not to exceed \$20,000
 - The Housing Commission will not be reimbursed using CDBG or City funds for any of their staff time required to process the voucher documents,

manage contracts or any other project management costs as part of their use of City of Plymouth CDBG funding

• The Plymouth Housing Commission would be responsible for all necessary documentation, vouchering, in an amount not to exceed \$20,000.

NOW THEREFORE BE IT RESOLVED THAT THE Plymouth City Commission authorize the City Administration to enter a partnership with the City of Plymouth Housing Commission for the use of \$20,000 of CDBG funding for reimbursement of maintenance staff expenses from last calendar year that meet federal requirements and as approved by Wayne County.

ITEM 7.c



Administrative Recommendation

City of Plymouth 201 S. Main Plymouth, Michigan 48170-1637 www.plymouthmi.gov Phone 734-453-1234 Fax 734-455-1892

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Background

Members of the City Commission may be aware that at one time the City had in-house Assessing Staff that were on the City Payroll. Approximately eighteen years ago the City privatized that service in an effort to reduce costs. The privatization of Assessing Services has proved to be cost effective and has provided excellent service to our residents. The current assessing contract with Wayne County Appraisal expires this month.

We have reviewed the renewal contract from WCA Assessing to continue to provide this as a professional services contract. The contract follows the same methodology as currently exists and actually provides some enhancements for the city under insurance and tax appeal litigation. The contractor has proposed a five-year contract with a renewal of four years. This new contract calls for price increases in each year of the contract, but well within the expectations of Finance Director John Scanlon.

It should also be noted that Wayne County Appraisal is the vendor for appraisal services in all of western Wayne County as well as eastern Washtenaw County and many other areas. They provide a very high level of service to the City and to our residents. If we were in Oakland County, the County would be handling this task, but in Wayne County, it is up to each municipality to handle their assessing process. This forces municipalities to either use in-house paid staff or to contract this service out. We have found that using an outside contractor is more efficient and cost effective.

Recommendation:

The City Administration recommends that the City Commission authorize a professional services contract between the City and Wayne County Appraisal, LLC for assessing services for the City of Plymouth. This firm has provided our residents with excellent service and they have extensive knowledge of Real Estate values and trends in our area of the County.

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

ASSESSMENT CONTRACT FOR CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN

WHEREAS, City of Plymouth, hereinafter called "City", with its principal offices located at 201 S. Main, Plymouth, Michigan, 48170, is interested in having all real property and all personal property assessed and having said assessments maintained on an annual basis.

WHEREAS, WCA Assessing, with principal offices located at 38110 Executive Drive, Suite 200, Westland, Michigan 48185, hereinafter called the "Company", is interested in the contract for assessment and maintenance work for City property effective May 1, 2021;

IT IS THEREFORE AGREED:

- 1. Company agrees to plan, administer and provide overall supervision of property appraisal programs for assessment purposes; maintain appropriate levels of qualified staff to ensure work is completed to achieve overall department goals. The company is familiar with the laws, regulations and directives regarding the appraisal of real and personal property for assessment purposes with the State of Michigan.
- 2. Company has policies and procedures for staff in determining true cash value of assessable real and personal property including locating, identifying and inventorying quantity and characteristics of the property for determining the appropriate value and classification. During the term of this agreement, an Advanced Michigan Assessing Officer, or Master Michigan Certified Assessing Officer shall act as the assessor of record and supervise the preparation of all assessment rolls during the period covered by this contract, utilizing the services and personnel proposed herein.
- 3. Company agrees to respond to inquiries and requests for assessment information from the public. The City agrees to provide office space within the City Hall, or other City owned buildings for the completion of the terms of this contract. The office space shall be made available so as to not impede the performance of the department. Any days in which the Company is scheduled to be in the office but the office is closed due to holidays, acts of God, educational purposes, or any other causes beyond the control of the Company, shall be considered included within the hours to complete this agreement. The purpose of office hours are:

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- To meet with City staff to answer questions and give advice;
- To be available to assist with providing information and answering inquiries of taxpayers/residents/others.
- Serves as a liaison between the City and prospective business and industry investors; acts as a resource for City citizens by responding to inquiries and interpreting State laws.
- To perform certain other functions as described herein.
- 4. Company agrees to oversee maintenance of departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels, ownership transfers, and strives to identify new/improved methods for carrying out the responsibilities of the department.
- 5. Company agrees to represent the City in defending assessments appealed to the Michigan Tax Tribunal (MTT). The company shall be available to defend all assessments to the MTT as needed during this contract.
- 6. If Company is retained by the City, the City agrees that responses to the Full MTT shall be prepared by the Company's legal staff. City agrees to provide full cooperation with Company's legal staff. Should expert witnesses and/or preparation of respondent's valuations disclosures be necessary, the Company shall notify the City Manager of such requirement.
- 7. Company agrees throughout the term of this contract to provide field inspections of all properties as necessary; to perform assessment ratio studies to determine true cash value; to perform personal property canvasses to ensure all personal property is equitably assessed; to update property records and ensure notification of annual assessment changes. All assessments completed by Company throughout the term of this contract will be in adherence to State Tax Commission procedures as to the valuation method, assessment manual, personal property multipliers, and general requirements. Company agrees to perform the duties of the certifying assessor for said City including but not limited to;
 - Inspect, revise, and re-evaluate property record cards with new construction, demolition, and property splits.
 - Perform neighborhood market studies and land value analyses throughout the term of this contract.
 - Prepare assessment roll(s), all county and state equalization forms and requirements as determined by the State tax Commission.
 - Provide digital photographs of all properties visited for maintenance purposes.

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- Working with the Building Department to ensure all new property is equitably assessed.
- Prepare all new property record cards in compliance with State tax Commission requirements.
- Attend, prepare, and work with all Boards of Review.
- Assist City in establishment of any IFT, CFT, DDA, TIFA, Brownfield, or other statutory tax incentive program as established by the legislature.
- 8. Company agrees to meet with the City Manager and/or other designated staff of the City to review progress that the Company has made towards meeting the terms of this proposal/agreement, preparation of assessment rolls, and other matters parties deem necessary to review. In addition the Company will suggest any budgetary information necessary to upgrade and/or improve the City's assessment process.
- 9. City agrees that in addition to the responsibilities provided herein, the staff of the City shall provide full and reasonable cooperation to the Company in completion of the herein-stated services.
- 10. The Company shall be liable to the City, and hereby agrees to indemnify, defend and hold the City harmless but only to the extent of its insurance coverage set forth below, against all claims covered by said insurance coverage arising out of the performance of the services rendered hereunder caused by any negligent conduct, intentional conduct, or act of the Company or any of its employees in the performance of this contract that are covered by the policies listed in subparagraphs "a" through "c" below.

The Company will carry the following insurance coverage at all times during this agreement:

a. Comprehensive general liability insurance covering the Company and the City in the project with not less than the following limits of liability; bodily injury or death, \$1,000,000 each person and subject to the same limit for each person; \$1,000,000 for two or more persons in any occurrence; property damage, \$1,000,000 each occurrence; \$2,000,000 annual aggregate. The Company agrees to list the City as additionally insured on this policy.

b. Worker's Disability Compensation Insurance, securing compensation for the benefit of the employees of the Company, as required by Worker's Disability Compensation Act of State of Michigan. c. The Company shall also carry professional liability and errors and omissions insurance with not less than \$2,000,000 limit of liability for each claim and in the aggregate including claim expenses. However, the City understands that it cannot be listed an additional insured under this type of policy. Should the City or its officers, directors, employees, and elected officials ever be held financially liable for any error or omission of the Company and seek indemnification from Company as a result thereof, under no circumstance shall the Company's cumulative liability to the City or its officers, directors, employees and elected official exceed the coverage of the errors and omissions policy referenced herein.

All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Michigan. As soon as practicable upon execution of this contract and upon commencing any performance hereunder, the Company shall deposit with the City the previously mentioned policies of insurance or certificates therefore. During the duration of this contract, a copy of said insurance or certificate shall be given to the City Clerk at the beginning of each year.

- 11. The Company shall not be held liable for any damages caused by strikes, explosions, war, fire or act of nature that might stop or delay the progress of work. In the event of a claim against the City relating to any act or failure to act of the Company that is not covered by the insurance coverage as set forth above, the City has no right to indemnification from Company.
- 12. The City and Company agree that the relationship of the City and Company is that of a client and contractor and not of that of and employer and employee and should not be construed as such.
- 13. In the event that the Company shall not be in substantial compliance with the terms of this agreement, the City shall give the Company written notice of said breach and thirty (30) days to cure the breach. If the Company fails to cure the breach within thirty (30) days after such notice, the City may terminate this Contract immediately without further notice or liability to the Company, other than for permitted fees and expenses accrued through the date of termination.
- 14. The City and Company agree that the Company shall not assign or transfer neither this agreement nor any portion therein without first receiving written approval from the other party.

15. The City agrees to pay the Company as follows;

May 1, 2021 to April 30, 2022.....\$ 66,554 annually May 1, 2022 to April 30, 2023.....\$ 69,216 annually May 1, 2023 to April 30, 2024.....\$ 71,985 annually May 1, 2024 to April 30, 2025.....\$ 74,864 annually May 1, 2025 to April 30, 2026.....\$ 77,858 annually

The payments shall be made in twelve (12) equal installments due on the fifteenth (15th) day of each month. The CPI used as the basis of adjustments will be the inflation rate multiplier as published by the State of Michigan State Tax Commission as used in the assessment process.

16.The City's representation for all Michigan Tax Tribunal petitions *not in the Small Claims Division*, shall be provided by Company's para legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

May 1, 2021 to April 30, 2022.	\$ \$151.00 / Hourly
May 1, 2022 to April 30, 2023.	\$ \$157.15/ Hourly
May 1, 2023 to April 30, 2024.	
May 1, 2024 to April 30, 2025.	
May 1, 2025 to April 30, 2026.	

17. The City's representation for all Michigan Tax Tribunal petitions not in the Small Claims Division *relative to Tribunal Hearings*, shall be provided by Company's legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

May 1, 2021 to April 30, 2022	\$\$190.00 / Hourly
May 1, 2022 to April 30, 2023	
May 1, 2023 to April 30, 2024	
May 1, 2024 to April 30, 2025	
May 1, 2025 to April 30, 2026	

18. MICHIGAN TAX TRIBUNAL APPRAISAL SERVICES PLUS SPECIAL PROJECTS Appraisal services rendered by the Company in Full Claims Michigan Tax Tribunal matters, and or any special services approved by the City, shall be provided to the City at the rate of:

	05/01/21	05/01/22	05/01/23	05/01/24	05/01/25
Title	04/30/22	04/30/23	04/30/24	04/30/25	04/30/26
Appraiser Aide	\$45.67	\$47.49	\$49.38	\$51.35	\$53.40
Appraiser				\$71.01	\$73.85
Level III Appraiser				\$126.29	\$131.34
Assessor				\$144.67	\$150.46
Hourly fees include clerical costs and overhead for the Company.					

- 19. Michigan Tax Tribunal appraisal services and requested special projects are separate from normal assessment and appraisal functions.
- 20. The City and Company agree that the term of this contract shall begin May 1, 2021 and expire April 30, 2026. The term of this agreement may be extended, by amendment, if mutually agreed upon in writing by each party.
- 21. The City and Company agree this contract is entered into subject to the charter and ordinances of the City and the applicable laws of the State of Michigan.
- 22. The Company agrees that in the performance of this contract neither the Company nor any person acting on its behalf will refuse to employ or refuse to continue in any employment any person because of race, creed, color, national origin, sex, or age. The Company will in all solicitations or advertisements for employees placed by or on behalf of the Company state that all qualified applicants shall be considered for employment without regard to race, creed, color, national origin, sex, or age.
- 23. The Company shall acknowledge receipt of and comply with the City's ethics policy, computer usage policy or other singed documents
- 24. The City agrees the Mayor and City Clerk possess complete authority by resolution of the City Council or otherwise to execute this agreement on behalf of the City.

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WITNESSES:		WCA ASSESSING:
		By: Doug Shaw, for WCA Assessing, as its Member
WITNESSES:		CITY OF PLYMOUTH:
		By: Oliver Wolcott, MAYOR
		By: Maureen Brodie, CITY CLERK
STATE OF MICHIGAN))ss
COUNTY OF WAYNE)	,

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on the _____ day of _____,

20_____, Doug Shaw doing business as WCA Assessing, known to me to be the person whose name is subscribed to on the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

NOTARY PUBLIC

_____ County, Michigan

My Commission Expires:_____

COUNTY OF WAYNE

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STATE OF MICHIGAN

Be it remembered that on this ______ day of ______, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Oliver Wolcott, Mayor for City of Plymouth, and Maureen Brodie, City Clerk for City of Plymouth, a Municipal Corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Michigan, known to me to be the persons who executed the foregoing instrument of writing on behalf of said Municipal Corporation, and such persons duly acknowledged the execution of the same to be their act and deed of said Municipal Corporation.

In testimony whereof, I have hereunto set my hand and affixed by official seal the day and year last above written.

NOTARY PUBLIC

_____ County, Michigan

My Commission Expires: _____

RESOLUTION

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

WHEREAS	The City of Plymouth is required by State Law to provide certain assessing services
	for the establishment of values for tax purposes, and
WHEREAS	The City of Plymouth has used a private firm to provide this service over the past
	several years, with excellent service levels for our property owners, and
WHEREAS	From time to time it is necessary to review this professional services contract and
	renew it, and
WHEREAS	The City Administration has reviewed the new proposed contract with WCA Assessing and has found that it offers price stability, excellent service, and certain enhancements for the City in terms of pricing of special services.
NOW THEREE	ORE BE IT RESOLVED THAT The City Commission of the City of Plymouth does hereby

NOW THEREFORE BE IT RESOLVED THAT The City Commission of the City of Plymouth does hereby authorize the Professional Services Contract between the City of Plymouth and WCA Assessing. Further, the City Commission authorizes the Mayor and the City Clerk to sign the contract on behalf of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby directed to attach a complete copy of the contract to these Meeting Minutes and to incorporate the contract into the Meeting Minutes for this City Commission Meeting.

ITEM 7.d



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 - Closed Session Letter from City Attorney 04-19-21.docx
Date:	April 16, 2021
RE:	Closed Session – Attorney – Client Communication

Background

The Open Meetings Act allows the City Commission to go into Closed Session *"To consider material exempt from discussion or disclosure by stote or federal statute."* The City has requested that the attorney provide the Commission with opinion letter that is a matter of Attorney - Client communication.

We would like to discuss the letter from the City Attorney to the City Commission in a closed session. This is considered communication from the City Attorney to their client the City Commission and this is an Attorney – Client Privileged Communication and as such is not subject to the Open Meetings Act or the Freedom of Information Act.

Recommendation

The City Administration recommends that the City Commission authorize a closed session to consider the Attorney – Client Privileged Communication. We have attached a Proposed Resolutions for the Commission to consider regarding this matter. As a reminder it will take a Roll Call Vote to go into and out of Closed Session.

Should you have any questions in advance of the meeting please feel free to contact Bob Marzano or myself.

CITY COMMISSION

RESOLUTION

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

WHEREAS The City Commission of the City of Plymouth is authorized by the Michigan Open

Meetings Act to go into closed session to consider material exempt from discussion or

Disclosure by state or federal statute, and

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a closed session in accordance with the Michigan Open Meetings Act to discuss a letter from the City Attorney that is Attorney Client Privileged and exempt from discussion or disclosure by state or federal statute.



PLYMOUTH CITY COMMISSION Liaison Report

Commissioner Ed Krol 201 S. Main Plymouth, Michigan 48170-1637

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

A regular meeting of the Zoning Board of Appeals was held on Thursday, April 1, 2021 at 7:00 P.M. online via Zoom to consider the following:

Z21-07 Non-Use Variance Request for 271 S. Main Windows facing interior lot line within the side yard setback Zoned: B-2, Central Business District Applicant: Joe Philips APPROVED: Yes-5 No-0

Z21-08 Non-Use Variance Request for 921 Sutherland Garage height Zoned: R-1, Single Family Residential Applicant: Craig Beck DENIED: Yes-1 No-4

Submitted by Ed Krol