



Plymouth City Commission

Regular Meeting Agenda

Monday, October 4, 2021 7:00 p.m.
Plymouth City Hall & 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/84798552385> Webinar ID: 847 9855 2385 Passcode – 853307

International numbers available: <https://us02web.zoom.us/j/84798552385>

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 – World Polio Day

2. CITIZENS COMMENTS

3. APPROVAL OF THE AGENDA

4. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of September 20, 2021 City Commission Regular Meeting Minutes
- b. Special Event: Old Village Halloween Block Party – October 24, 2021
- c. Special Event: Holiday Greens Market – November 27, 2021
- d. Special Event: Walk of Trees – November 19-January 3

5. COMMISSION COMMENTS

6. OLD BUSINESS

7. NEW BUSINESS

- a. Resignation of City Commissioner Ed Krol
- b. City Planner Retainer Renewal
- c. Confirmation of Emergency Actions – Chiller for Plymouth Cultural Center
- d. Equipment Fleet Review and Action Plan
- e. Police Command Officer Contract Tentative Agreement

8. REPORTS AND CORRESPONDENCE

- a. Liaison Reports

9. ADJOURNMENT

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

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

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

City of Plymouth Strategic Plan 2017-2021

GOAL I - QUALITY OF LIFE

OBJECTIVES

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

ONE-YEAR TASKS 2021

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

GOAL II - FINANCIAL STABILITY

OBJECTIVES

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

ONE-YEAR TASKS 2021

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

GOAL III - ECONOMIC VITALITY

OBJECTIVES

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

ONE-YEAR TASKS 2021

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

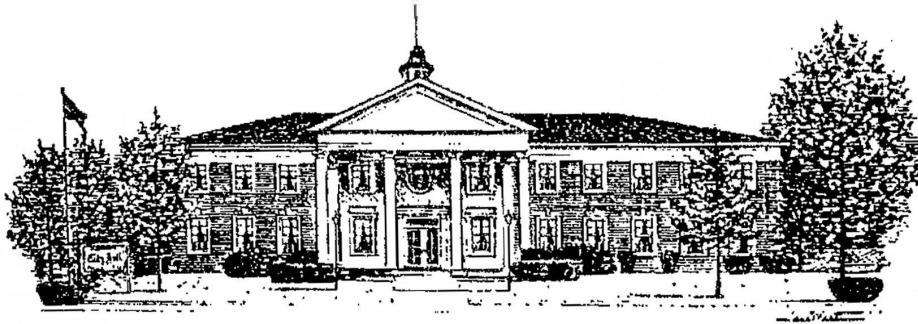
GOAL IV - SERVICE AND INFRASTRUCTURE

OBJECTIVES

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

ONE-YEAR TASKS 2021

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



Proclamation

- WHEREAS** Rotary International, founded in 1905, is the world's first and one of the largest non-profit service organizations with over 1.2 million Rotary club members in over 35,000 clubs in 200 countries and geographic areas; and
- WHEREAS** Plymouth is home to two Rotary clubs with approximately 120 members who participate in service projects both locally and abroad; and
- WHEREAS** The Rotary motto "Service Above Self" inspires members to provide humanitarian service, encourage high ethical standards, and promote good will and peace in the world; and
- WHEREAS** Rotary in 1985 launched PolioPlus and spearheaded the Global Polio Eradication Initiative, which today includes the World Health Organization, U.S. Centers for Disease Control and Prevention, UNICEF and the Bill & Melinda Gates Foundation to immunize the children of the world against polio; and
- WHEREAS** Polio cases have dropped by 99.9 percent from 350,000 in 1988 to 22 in 2017, and the world stands on the threshold of eradicating the disease; and
- WHEREAS** To date, Rotary has contributed more than \$1.7 billion and countless volunteer hours for the protection of more than 2.5 billion children in 122 countries.

NOW THEREFORE, I, Oliver Wolcott, Mayor of the City of Plymouth, do hereby proclaim October 24, 2021, as

WORLD POLIO DAY

and encourage all citizens to join Rotary International in the fight for a polio-free world.



In witness whereof, I have hereunto set my hand and caused the Seal of the City of Plymouth to be affixed hereto on this 4th day of October of Two Thousand Twenty-One.

*Oliver Wolcott, Mayor
City of Plymouth, Michigan*



City of Plymouth City Commission Regular Meeting Minutes Monday, September 20, 2021 - 7:00 p.m. Plymouth City Hall & Online

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, Kelly O'Donnell and Marques Thomey

Excused: Commissioners Ed Krol and Tony Sebastian

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

2. CITIZENS COMMENTS

Ellen Elliott, 404 Irvin, thanked staff members for their work.

3. APPROVAL OF THE AGENDA

Thomey offered a motion, seconded by Moroz, to approve the agenda for Monday, September 20, 2021.

There was a roll call vote.

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

MOTION PASSED 5-0

4. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of September 7, 2021 City Commission Regular Meeting Minutes
- b. Approval of August 2021 Bills
- c. Special Event: Yoga in the Park, October 14, 2021

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

There was a roll call vote.

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

MOTION PASSED 5-0

5. COMMISSION COMMENTS

Thomey thanked staff members and announced there would be an American Red Cross blood drive at the Plymouth Cultural Center on October 14 from 9:00 a.m. to 3:00 p.m.

O'Donnell said she had been meeting with residents at block parties.

Moroz said staff did a great job coordinating Fall Fest and the Harvey St. construction project.

Deal also thanked the staff.

Wolcott said several recent situations pointed out the importance of succession planning in City administration. He also recognized the following employees for their work anniversaries: Jay Miller, police detective – 8 years; Jennifer Dergis, police administration – 5 years; Dave Cirilli, water operations technician– 5 years, Colin Murphy, Municipal Services – 4 years; Sue Campbell – assistant to the City Manger – 4 years; Mark Christiansen, senior accountant – 4 years.

6. OLD BUSINESS

There was no old business.

7. NEW BUSINESS

a. GIS Tax Map (Plat Maps)

Professional Services GIS Tax Map Development

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

RESOLUTION 2021-78

WHEREAS The City of Plymouth is required under The General Property Tax Act 206 of 1893, section 211.10e to maintain tax maps; and

WHEREAS In the past, Wayne County provided tax maps for communities including the City of Plymouth but due to funding and staffing issues, Wayne County longer produces said tax maps; and

WHEREAS The City recently undertook the effort to update its parcel data for the GIS programs by engaging Ritter GIS to assist in that effort.

NOW THEREFORE BE IT RESOLVED, that the City of Plymouth contracts with Ritter GIS for Professional Services for GIS Tax Map Development in the amount \$20,710. The funds will be drawn from multiple accounts across multiple funds including the General Fund, Building Fund, Water Fund, Street Funds, Cemetery Fund and Waste/Recycling Fund.

There was a roll call vote.

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

MOTION PASSED 5-0

b. Stair Tower Easement – Central Parking Deck

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

RESOLUTION 2021-79

WHEREAS The City of Plymouth is participating with St. Joseph Mercy Health System for the repairs to the stair tower which serves the Central Parking Deck and what is commonly known as the Arbor Health Building at 990 W. Ann Arbor Trail; and

WHEREAS This joint participation in the repairs to the stair tower is in accordance with a previous Agreement between the City and the Health System; and

WHEREAS In order to lessen the impact of weather on the stair tower there is a need to place a canopy at the entrance of the stair tower on the City owned Central Parking Deck and in order to proceed with the project, the City will need to grant an easement to allow St. Joseph Mercy Health Systems to install the canopy.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize an easement between the City of Plymouth and St. Joseph Mercy Health System to be located on the Central

Parking Deck to accommodate a canopy. Further, the Mayor is hereby authorized to sign said easement on behalf of the City of Plymouth.

There was a roll call vote.

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

MOTION PASSED 5-0

8. REPORTS AND CORRESPONDENCE

a. Liaison Reports

Deal said the DDA discussed vandalism to the public restrooms at their September meeting.

O'Donnell said that the Planning Commission spoke with a restaurant owner about a potential expansion at their meeting in September.

9. ADJOURNMENT

Hearing no further discussion, Wolcott asked for a motion to adjourn at 7:26 p.m. A motion to adjourn was offered by Moroz and seconded by O'Donnell.

There was a roll call vote.

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

MOTION PASSED 5-0

OLIVER WOLCOTT
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK



Special Event Application

ITEM 4.b

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

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

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

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

Sponsoring Organization's Legal Name OLD VILLAGE ASSOCIATION

Ph# 313 405 2709 Fax# _____ Email PLYMOUTHOLDVILLAGE ASSOCIATION@YAT100.COM Website WWW.OLDVILLAGEPLYMOUTH.COM

Address 1051. N. MILL ST City PLYMOUTH State MI Zip 48170

Sponsoring Organization's Agent's Name JAN WALLER Title MRS

Ph# 313 405 2709 Fax# _____ Email janwalleran@gmail.com Cell# 313 405 2709

Address 1051. N. MILL ST City PLYMOUTH State MI Zip 48170

Event Name OLD VILLAGE HALLOWEEN BLOCK PARTY

Event Purpose ~~SMT~~ COMMUNITY FUN EVENT

Event Date(s) SUNDAY OCTOBER 24TH 2021

Event Times 12PM - 4PM.

Event Location STARKWEATHER PARK & FARMER ST. BETWEEN MILL & STARKWEATHER

What Kind Of Activities? CHILDRENS GAMES, TRAIN RIDE,

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

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

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



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

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

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

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

USUALLY
 WEEK BEFORE HALLOWEEN

Next year's specific dates:

10/23/2022

See section 12.13 for license & insurance requirements for vendors

3. **FOOD VENDORS/ CONCESSIONS?** YES NO Cider + donuts **OTHER VENDORS?** YES NO

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

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

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

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

ELECTRIC TO PLAY MUSIC
 PORTA - JOHN

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

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

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

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

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

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

YES NO

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

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

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

09/20/21
Date


Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The OLD VILLAGE ASSOCIATION (*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 HALLOWEEN BLOCK PARTY (*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 J. Malle

Date 09/20/2021

Witness Lulu Stet

Date 09/20/2021

Old Village Association Presents

Haunted Halloween Block Party



OCTOBER 24

KIDDIE
TRAIN!

12~4PM

GAMES!

PRIZES!

STARKWEATHER PARK
FARMER STREET
OLD VILLAGE

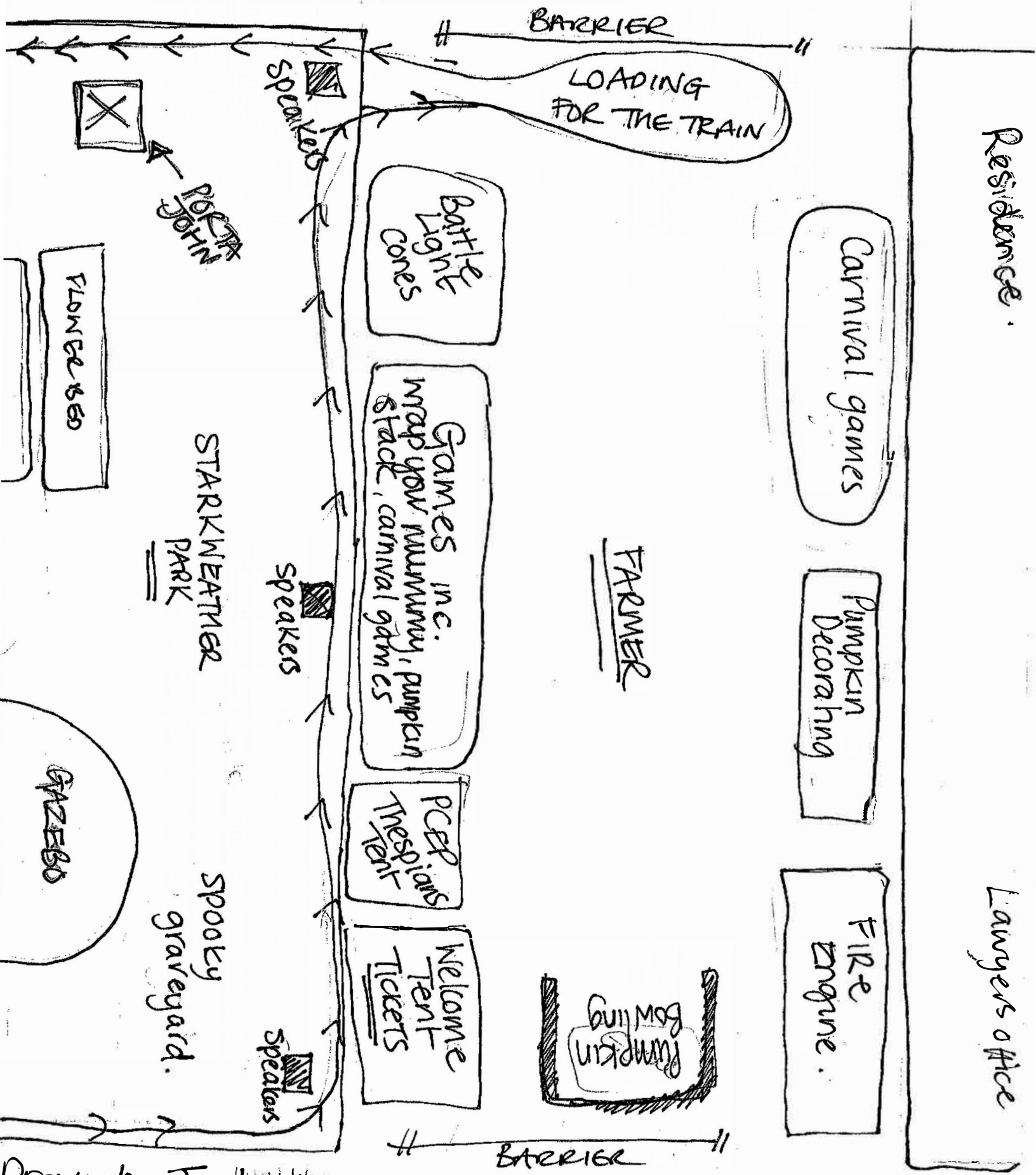
TREATS!

COSTUME
CONTEST!

Old 
Village

PET
COSTUME
CONTEST!

N. MILL ST



Residence

Lawyer's office

BARRIER

LOADING FOR THE TRAIN

Carnival games

Pumpkin Decorating

Fire Engine

FARMER

Pumpkin Bowling

Battle Light Cones

Games inc. wrap you mummy, pumpkin stack, carnival games

PCP's TRESPASS Tents

Welcome Tent - Tickets

STARKWEATHER PARK

Spooky graveyard.

Speakers

Speakers

Speakers



Pig Pen

Flower beds

GAZEBO

BARRIER

STARKWEATHER

Drawn by Jan Walker
313405 2709

EVENT REVIEW FORM

MUNICIPAL SERVICES:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial
				CP
DELIVER / PICK UP BARRICADES # 125				
FOR TA - JOHN # 75				
\$250 Bathroom Cleaning Fee Per Day of Event? <input checked="" type="radio"/> YES <input type="radio"/> NO				
Labor Costs: \$	Equipment Costs: \$	Materials Costs	\$	
POLICE:				
	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial
				JEC
NO SERVICES NEEDED				
Labor Costs \$	Equipment Costs \$	Materials Costs	\$	
FIRE:				
	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial
				JWC
NO SERVICES NEEDED 2 Firefighters - Engine				
Labor Costs \$	Equipment Costs \$	Materials Costs	\$	
\$ 150.00				
HVA:				
	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial
DDA:				
	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial
				SBP
Labor Costs \$	Equipment Costs \$	Materials Costs	\$	
RISK MANAGEMENT:				
	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial
				MB
Class I - Low Hazard				
Class II - Moderate Hazard				
Class III - High Hazard				
Class IV - Severe Hazard				
Certificate of Insurance needed naming City of Plymouth as Additional Insured + also in description box				

EVENT NAME: _____ TOTAL ESTIMATED FEE: _____
 (Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

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 Plymouth Community Chamber of Commerce

Ph# 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 Organization's Agent's Name Mary Nyhus Title Event Manager

Ph# same Fax# same Email same Cell# _____

Address same City _____ State _____ Zip _____

Event Name Holiday Greens Market

Event Purpose Selling of Holiday Greens at the Farmers Market

Event Date(s) Saturday, November 27, 2021

Event Times 9 a.m. to 4 p.m.

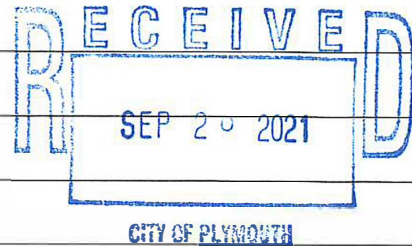
Event Location Downtown Plymouth in The Gathering and outside The Gathering on Penniman Avenue

What Kind Of Activities? Holiday Greens Market

What is the Highest Number of People You Expect in Attendance at Any One Time? 60

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

Event Details: This event provides an opportunity for Farmers Market vendors to sell holiday greens for the Christmas Season. The people who come to the market are mainly local Plymouth residents and and people from the surrounding communities.



1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies – Please Review Section 12.2 f.)*
City Operated Cosponsored Event Other NonProfit Other ForProfit Political or Ballot Issue

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

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

Normal Event Schedule (e.g. Early in the month of Dec. _____)

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

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

Close off Penniman Avenue between Jimmy Johns and Union.

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

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

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

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

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

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

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

The length of the event is over the 2-3 hour time limit in public parking areas

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

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

09/28/2021

Date

Mary Nyhus

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

The Plymouth Community Chamber of Commerce (*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 Greens 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 Mary Nyhus

Date 09/28/2021

Witness Wanda Clouston

Date 09/28/2021

EVENT REVIEW FORM

EVENT NAME: Holiday Greens Mt

TOTAL ESTIMATED FEE: _____

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

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

City of Plymouth
SPECIAL EVENT APPLICATION

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

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

Sponsoring Organization's Legal Name Plymouth Community Chamber of Commerce

Ph# 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 Organization's Agent's Name Mary Nyhus Title Event Manager

Ph# same Fax# same Email same Cell#

Address same City State Zip

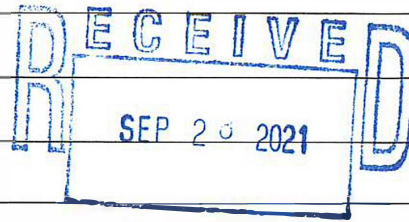
Event Name Walk of Trees 2021

Event Purpose Community Involvement in the Christmas Holidays

Event Date(s) November 19, 2021 thru January 3, 2022

Event Times 24/7

Event Location Kellogg Park



What Kind Of Activities? People will walk through the Park to view the trees CITY OF PLYMOUTH

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

Coordinating With Another Event? YES [] NO [X] If Yes, Event Name:

Event Details: 78 Christmas trees will be set up in Kellogg Park. 27 of the trees will be placed on the east side of the fountain for a "memorial section" and the rest of them, 51, on the west side.

The trees will be sponsored by different businesses, families, organizations, etc. The Chamber will supply white lights for each tree though the sponsors are allowed to use their own lights provided they are LED. Decorations must be durable and be wired to the branches to keep from blowing off. Tree sponsors must retrieve the decorations by January 4, 2022 so that the City can dispose of the trees.

1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies – Please Review Section 12.2 f.)*
City Operated Cosponsored Event Other NonProfit Other ForProfit Political or Ballot Issue

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

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

Normal Event Schedule (e.g., third weekend in July): The Friday before Thanksgiving thru New Years Day

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?** Electricity YES NO

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

We will need Municipal Services to put 78 poles in the ground and attach the trees to the poles when the trees are delivered to the Park (a map is attached for placement of poles). We will need electric outlets strung to plug the tree lights into. The trees will need to be removed no earlier than January 4, 2021

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

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

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

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

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

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

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

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

September 24, 2021

Date

Mary Nyhus

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

The Chamber of Commerce (*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 Walk of Trees 2021 (*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: Mary Nyhus

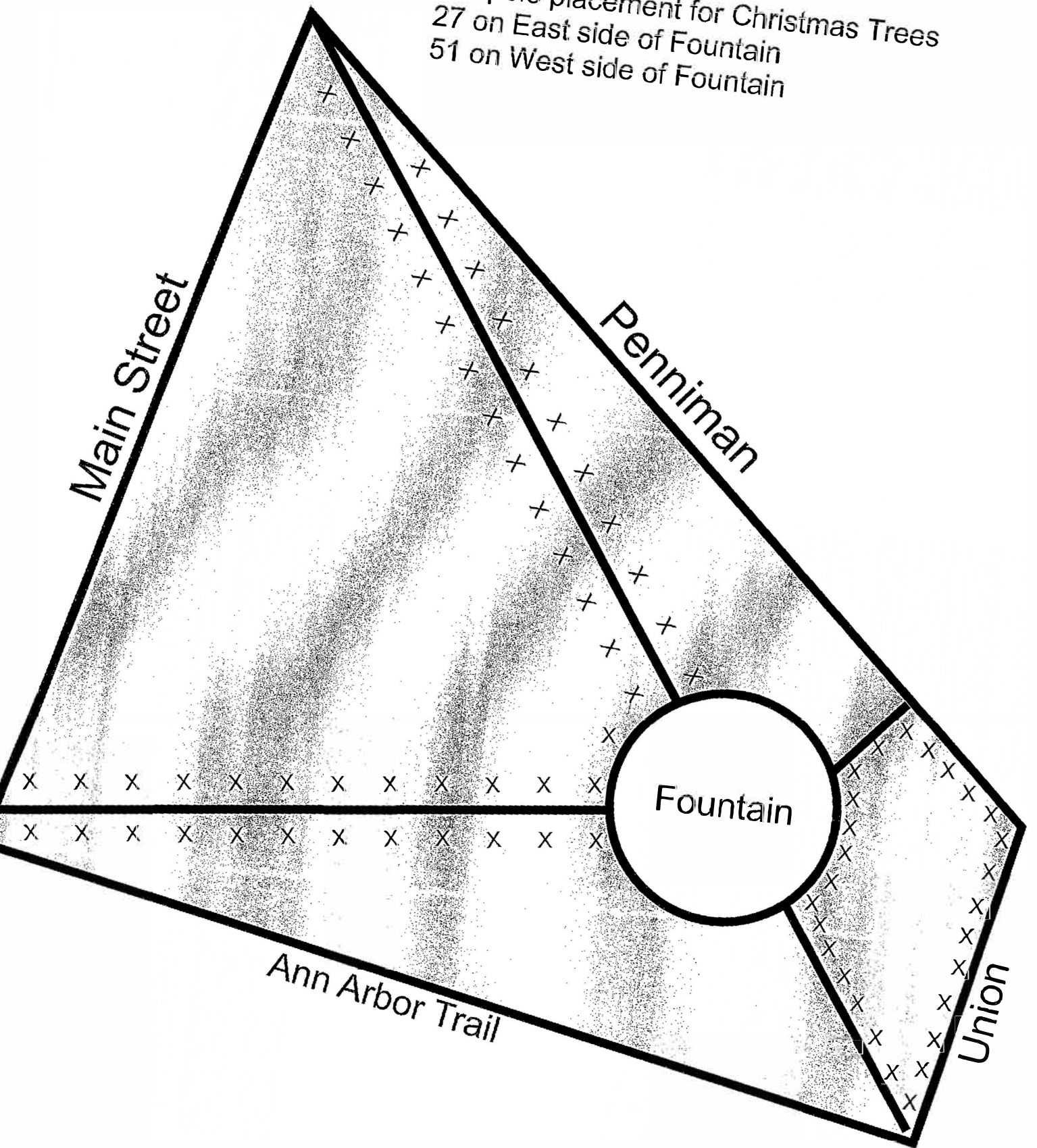
Date: September 24, 2021

Witness Wanda Clouston

Date: September 24, 2021

Kellogg Park

X = pole placement for Christmas Trees
27 on East side of Fountain
51 on West side of Fountain



EVENT REVIEW FORM

EVENT NAME: Walk of Trees TOTAL ESTIMATED FEE: _____
 (Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

MUNICIPAL SERVICES:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>CP</u>
SET UP APPROX @ 2,000 TEAM DOWN + 800				
\$250 Bathroom Cleaning Fee Per Day of Event? YES <input checked="" type="radio"/> NO				
Labor Costs: \$	Equipment Costs: \$	Materials Costs	\$	\$
	<u>200</u>			
POLICE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>gic</u>
No SERVICE NEEDED				
Labor Costs \$	Equipment Costs \$	Materials Costs	\$	\$
	<u>0</u>			
FIRE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>RC</u>
NO Services Required				
Labor Costs \$	Equipment Costs \$	Materials Costs	\$	\$
HVA:	<input type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial
DDA:	<input type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>SBP</u>
Labor Costs \$	Equipment Costs \$	Materials Costs	\$	\$
<u>0</u>				
RISK MANAGEMENT:	<input type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial
Class I – Low Hazard				
Class II – Moderate Hazard				
Class III – High Hazard				
Class IV – Severe Hazard				
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				



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 - Acceptance of Resignation of City Commissioner Ed Krol - 10-04-21.docx
Date: September 27, 2021
RE: Resignation of City Commissioner Ed Krol

Background

Please be advised that the Mayor and City Clerk have received a letter of resignation of City Commissioner Ed Krol. He is resigning his position on the City Commission and the Zoning Board of Appeals. We have attached his letter for your reference.

The City Charter requires that the resignation of an elective officer (*City Commissioner*) be acted upon by the City Commission at their next regular meeting. We have attached the Charter provision for your reference as well.

- **Section 4.10. - Resignations.**

Resignations of elective officers, the City Manager, and the City Attorney shall be made in writing and filed with the Clerk and shall be acted upon by the Commission at its next regular meeting following receipt thereof by the Clerk. Resignations of appointive officers, other than the City Manager and City Attorney, shall be made in writing to the City Manager and shall be promptly acted upon by him/her.

Mr. Krol has been a significant asset to the community by serving on both the City Commission and the Zoning Board of Appeals. His review of the City's work will be missed.

Since Mr. Krol's resignation has occurred within 30 days of an election there is no need to appoint someone to fill the vacancy. This is in accordance with Section 4.12 of the City Charter.

- **Section 4.12. Filling Vacancies.**

Except in case of recall, if a vacancy occurs in any elective office, the Mayor shall appoint within twenty-eight (28) days after such vacancy occurs, a person who possesses the qualifications required of holders of said office to fill such vacancy. After said appointment is made by the Mayor, the City

*Commission shall confirm and approve such appointment at its next regularly scheduled meeting. Any person so appointed to the office of Commissioner shall hold that office for the remainder of the term of the office that was vacated. **In the event a vacancy occurs in the office of Commissioner within thirty days prior to a regular city election such vacancy shall not be filled by the Commission until the first meeting after its organization meeting following such election.***

If a vacancy occurs in any appointive office, the person, board, or commission responsible for the appointment of such person under this Charter shall, within twenty-eight (28) days after such vacancy occurs, appoint a person who possesses the qualification required of holders of said office to fill such vacancy. The appointment of any such person shall be subject to and be required to comply with any and all provisions contained in this Charter which require approval by the City Commission of said appointment.

Recommendation

In order to comply with Section 4.10 and Section 4.12 of the City Charter it will be necessary for the City Commission to officially accept Commissioner Krol's resignation. We have prepared a proposed Resolution for the City Commission to consider regarding this matter.



PLYMOUTH CITY COMMISSION

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

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

Oliver Wolcott, Mayor
Maureen Brodie, Clerk
City of Plymouth
201 S. Main St.
Plymouth, MI 48170



September 21, 2021

Dear Mayor Wolcott and Clerk Brodie,

Due to personal circumstances, I find it necessary to resign from my elected and appointed positions in the City of Plymouth, effective today.

It has been my honor to serve our residents as a member of the Zoning Board of Appeals and as a City Commissioner for the past four years. I've gained so much inspiration from the members of this team who have worked tirelessly to help our residents and business community thrive even under the most difficult of circumstances.

The City of Plymouth is truly remarkable in that the residents, staff, administration, and elected officials all work together to find far-reaching solutions. A great example of this is how the City passed a tree ordinance, leading to staff and volunteers protecting heritage trees and planting more, which in turn has increased the number of tree frogs one can hear on an evening walk. I'm so proud to have been a part of that.

Thank you for allowing me to be of service, and I wish you all the best in the future.

Sincerely,

Ed Krol

THE CITY OF HOMES

twitter.com/PlymouthMIgov

facebook.com/CityofPlymouthMI

RESOLUTION

The following Resolution was offered by _____ and seconded by

WHEREAS The City of Plymouth has a number of elected officers, defined as City Commissioners In the City Charter, and

WHEREAS when there is a resignation of office in an elective officer it is necessary for the City Commission to accept the resignation at the next regular meeting of the City Commission, and

WHEREAS The Mayor and City Clerk have received a letter of resignation from City Commissioner Ed Krol to be effective immediately.

NOW THEREFORE BE IT RESOLVED THAT Commissioner Ed Krol has been a valuable asset to the broader Plymouth Community by serving on both the City Commission and the Zoning Board of Appeals. His insight and drive for details in all actions will be missed on both boards. It is with sadness that the City Commission does hereby accept the resignation of City Commissioner and Zoning Board of Appeals member Ed Krol to be effective immediately.



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 - City Planner Retainer Renewal - 10-04-21.docx*
Date: September 29, 2021
RE: City Planner Retainer Renewal

Background

The City of Plymouth has been using Carlisle/Wortman Associates, Inc. for a number of years as the City's primary planning consultant. The Planning Commission works directly with the City Planner and has been satisfied with the work. In addition, the Community Development Department Staff works directly with the Planner, and they have been pleased with the level of work and cooperation with the Department.

The City Planner reviews site plans, reviews Ordinances, and provides recommendations to the Planning Commission, City Staff, and the City Commission. They provide and produce a variety technical and legal documentation for the City. The City Planner is considered a Professional Services contract.

We have attached a copy of the Planner's proposed contract for the next three fiscal years. There is monthly increase of \$100 in year one of the contract and \$25 per month in years two and three. The last time we had an increase in the retainer fee was in 2008. Obviously, these retainer fees are very reasonable.


We have attached a memorandum from Community Development Director John Buzuvis which further outlines this contract. In addition, we have attached the contract for your reference as well.

RECOMMENDATION:

The City Administration recommends that the City Commission designate Carlisle/Wortman Associates, Inc. as the City Planner and approve the three-year contract starting July 1, 2022. Again, the Planning Commission and City Staff have been pleased with the performance of the contactor and there are several projects that are currently in progress.

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

ADMINISTRATIVE RECOMMENDATION

To: Paul J. Sincock, City Manager
From: John Buzuvis, Community Development Director 
CC: S://Community Development/John/Building Official Contract
Date: 9/29/2021
Re: Planning Services Contract Renewal- Carlisle Wortman

BACKGROUND: As you are aware the City of Plymouth has contracted with Carlisle Wortman for many years for the provision of professional planning services. Carlisle Wortman has provided timely, professional, and technically sound services for the life of the relationship. In addition, our assigned Planner, Salley Elmiger, has facilitated several special projects (not included in the contract) for the City Commission and Downtown Development Authority such as the review and selection of a request for proposals for the Saxton's property in 2016. Most recently Ms. Elmiger assisted the DDA with the development of their strategic plan. Ms. Elmiger and Carlisle Wortman and has a deep understanding of the community, our ordinances, and the administrative structure. Carlisle Wortman brings a breadth and depth of knowledge to our team that has been very helpful on a regular basis as well as when complex planning and zoning issues arise from time to time.

The enclosed draft contract renewal would take effect on July 1, 2022, and run through June 20, 2025, unless otherwise modified as provided in the contract. The contract represents an increase of \$100 in the monthly retainer starting next fiscal year and then \$25 per year thereafter for the remainder of the contract. While the initial retainer increase is significant its important to note that the monthly retainer fee has not increased for 13 years since 2008. The monthly retainer includes plan review, preparation for and attendance at the monthly planning commission meeting and related discussions and correspondence with the administration. Additional work performed not related to meeting prep or attendance is billed at an hourly rate as laid out in the contract. The draft contract includes a modest increase of \$5 per year for other professional services necessary outside of the monthly meeting preparation, attendance, and reviews.

The City Attorney has reviewed this contract and is comfortable with the document. Enclosed for your review is the draft contract language with a cover letter provided by Sally Elmiger. The administration would recommend the City Commission approve the contract renewal/extension and authorize the Community Development Director and City Clerk to execute the document.

RECOMMENDATION: The administration would recommend that the City Commission approve the enclosed contract with Carlisle Wortman Code Enforcement Services Division for the provision of "professional planning services." The term of the contract will be for three (3) years beginning July 1, 2022. The contract but can be cancelled by either party with 30 days written notice.

Attached please find a copy of the draft contract language and a draft resolution for the commission to consider.



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

September 27, 2021

Mr. John Buzuvis
Community Development Director
City of Plymouth
201 S. Main St.
Plymouth, MI 48170

Re: Fee Revision

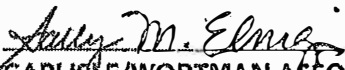
Dear Mr. Buzuvis:

As we discussed, we are providing the City of Plymouth with a revised contract for continuation of our planning services. Upon approval, we are requesting a modest increase in rates among the various staff categories. The proposed rates cover the remainder of 2021 through June 30, 2025. If approved, the new rates would not go into effect until July 2022. I also want to mention that the retainer rate has not changed since 2008.

Carlisle Wortman Associates Inc., is committed to providing excellent planning services to the City of Plymouth. We believe that our experience, qualifications and understanding of issues facing the City will assist the Planning Commission and City Commission in long-range planning for your community.

As always, we appreciate the opportunity to continue our long-standing relationship with the City of Plymouth. If you should have any questions regarding the terms or conditions of this contract, or need more information, please feel free to contact me.

Sincerely,


CARLISLE/WORTMAN ASSOC., INC.
Sally M. Elmiger, AICP, LEED AP
Principal



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

CONSULTANT AGREEMENT
PROFESSIONAL PLANNING SERVICES

This agreement is made by and between the City of Plymouth, a Michigan Municipal Corporation, 201 South Main Street, Plymouth, Michigan 48170 (hereinafter referred to as the "Client") and the consulting firm of Carlisle/Wortman Associates, Inc., 117 N. First Street, Suite 70, Ann Arbor, Michigan, 48104 (hereinafter referred to as the "Consultant").

- I. **Services to be Provided:** The Consultant will serve as professional planning Consultants for the Client. Services will include the following:
1. Attendance at regularly scheduled Planning Commission meetings each month.
 2. Written reviews of development applications including:
 - a. Rezoning Requests
 - b. Site Plans
 - c. Special Land Use Applications
 - d. Subdivision Plats
 3. Attendance at special Planning Commission and City Commission meetings on matters pertaining to planning and zoning.
 4. Advising, assisting, and coordinating with City officials on matters dealing with state laws, county regulations and local ordinances pertaining to zoning and development.
 5. Preparation of grant applications to State and Federal agencies.
 6. Coordinating with county and state agencies regarding Client plans for zoning and development.
 7. Providing other services of planning or coordinating nature as may be requested by the City.
 8. Avoid all conflicts of interest or appearances of conflict of interest in performance of the items outlined in this Agreement. Consultant shall inform the Client immediately of any potential conflicts that may arise.

II. **Items Included Under Retainer Services:** Services provided under the basic monthly retainer shall include:

1. Attendance at one regularly-scheduled meeting per month.
2. Review all items on the agenda prior to meeting for their completeness and conformance with appropriate City and other relevant codes and standards.
3. Short and necessary telephone or direct consultations and conversations with appropriate City personnel on planning and other related matters.
4. Preparation of a memo related to items on one regularly scheduled meeting per month as necessary. Said items to be provided to City staff for inclusion with meeting agenda packet to be distributed to meeting members.

III. **Compensation:** For and in consideration of the faithful and workmanlike performance of the services herein set forth, the client agrees to pay the Consultant as outlined below:

1. **Retainer Services:**

<u>Start Date</u>	<u>Planning Retainer</u>
2021 (Current)	\$500 per month
July 1, 2022	\$600 per month
July 1, 2023	\$625 per month
July 1, 2024	\$650 per month

2. Attendance at special meetings or preparation of special reviews and reports as authorized by the Client. These services shall be executed on an hourly basis at the following rates:

<u>July</u>	<u>Fiscal Year:</u>			
	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-2025</u>
Principal (S. Elmiger)	\$90	\$95	\$100	\$105
Community Planner/ Landscape Architect	\$80	\$85	\$ 90	\$95
Support Staff	\$55	\$60	\$ 65	\$65

3. The parties may agree to a lump sum project cost on selected projects as requested by the Client.
4. In-house reproduction costs will be at the rate of \$0.10 per copy and \$1.50 per print. AutoCAD/GIS Operation at \$25/hr.
5. There shall be no charge for local travel performed in relation to services under the retainer.

-
6. **Billing/Payment Procedures.** The Consultant shall submit detailed monthly billings which specify the types of work completed and the unit cost for preparation of each work item. The Consultant may bill for work components which have been partially completed and delivered to the client as an on-going review and revision process. The Client shall make payment for properly performed work generally within thirty (30) days of the receipt of the statement.
 7. **Responsibility of Payment of Taxes.** It is understood by the parties that the Consultant shall be responsible for the payment of all Federal, State, and local taxes and/or insurances of any type that may be required for the performance of the services called for under this agreement.
 8. **Equal Employment Opportunity.** There shall be no discrimination against any employee who is employed in the work covered by this agreement or against any applicant for such employment because of race, color, religion, sex, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training.
 9. **Compliance of All Laws.** In the performance of this agreement, the Consultant agrees to comply with all applicable State, Federal, & Local statutes, ordinances, and regulations.
 10. **Liability.** The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damages and losses arising from the negligent act, errors, or omissions of the Consultant in the performance of professional services under this Agreement, to the extent that the Consultant is responsible for such damages and losses on a comparative basis of fault and responsibility between the Consultant and the Client. The Consultant is not obligated to indemnify the Client for the Client's own negligence.
 11. **Insurance.** Carlisle/Wortman Associates, Inc. must maintain Professional Liability Insurance in the amount of at least \$1,000,000.00 (One Million Dollars). Workers Compensation insurance with statutory coverage must also be maintained. Evidence or proof of insurance must be provided.
 12. **Ownership of Materials.** Upon completion or termination of this agreement, all reports, charts, maps, and graphics produced under the terms of this, or any preceding agreement, shall remain the property of the Client and shall be furnished to the Client, or its agent, upon request.
 13. **Term of Agreement.** This agreement shall remain in effect through June 30, 2025 with the understanding and agreement that either party has the right to terminate the agreement upon thirty (30) days written notice being presented to the other party.

IN WITNESS WHEREOF, the Client and Consultant have executed this Agreement this

_____ day of _____, 2021.

WITNESS

CLIENT:

City of Plymouth
201 S. Main St.
Plymouth, MI 48170
734-453-1234

John Buzuvis,
Community Development Director

Clerk

CONSULTANT:

117 N. First Street, Suite 70
Ann Arbor, MI 48104
734 662-2200

Richard K. Carlisle, AICP, PCP
President
Carlisle/Wortman Associates, Inc.

Doug Lewan, AICP
Executive Vice President
Carlisle/Wortman Associates, Inc.

RESOLUTION

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

WHEREAS The City Commission is aware that the City of Plymouth has contracted with Carlisle Wortman for Professional Planning Services for many years,

WHEREAS The City Commission is aware that Carlisle Wortman has detailed knowledge and understanding of the community, our ordinances, and the administrative structure, and

WHEREAS Carlisle Wortman Assoc. Inc., has provided the administration with a contract that would guarantee a minimum level of services and allow for flexibility as service requirements increase or decrease, and

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve the enclosed contract for a period of three (3) years with Carlisle Wortman for Professional Planning Services beginning on July 1, 2022.



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 - Confirmation of Emergency Actions - Chiller PCC 10-04-21.docx
Date: September 27, 2021
RE: Confirmation of Emergency Actions – Chiller for Plymouth Cultural Center

Background

In August of this year City Administration informed the City Commission that we were having difficulty with the Geo-Thermo system at the Plymouth Cultural Center, and this was affecting our ability to make ice for the start of the season. At the time, we were nearly complete with the ice making process, but were not in a position to be able to open for the season as we were having difficulty maintaining ice temperature. Further, the air conditioning in the meeting room area was having difficulty in maintaining temperature.

After much work, diagnosis, and many sleepless nights by Steve Anderson, we authorized a rental “chiller” to boost our system capacity, while we searched for a cause of the problem. We did finally track down the problem and it relates to two 11-year-old pumps on the system. We have ordered and are replacing one of those pumps with a new Bell & Gossett pump, as the primary pump. We have also ordered a new impeller for the back up pump, and that is on its way, and we are expecting delivery soon (*depending on supply chain issues*).

The contractor had the “booster” rental system up fairly quickly despite issues of availability due to storms and power outages outside of Plymouth. Funding for this authorization will be authorized from the Recreation Fund, which will most likely need a budget amendment later in the year.

We anticipate that we will need future confirmations of these emergency actions once the new pump, impeller arrives and are installed. In the meantime, we will continue to use the “booster” chiller as that is providing the pump flow to the Geo-Field and allowing us to maintain ice in all temperature and humidity situations this fall.

We have attached a memorandum from Steve Anderson which provides additional background on this matter.


RECOMMENDATION:

The City Administration recommends that the City Commission confirm the emergency repairs to the refrigeration system at the Plymouth Cultural Center in the amount of \$9,403.00 for the rental, installation, delivery and start up of a temporary "booster" chiller for one month from Sunbelt Rentals.

We have attached a proposed Resolution for the City Commission to consider regarding this matter.



Memo

To: Paul Sincock, City Manager
From: Steve Anderson, Recreation Director 
CC:
Date: Sept. 24, 2021
Re: Mechanical System Primary Pump Replacement Update – Emergency Chiller First Billing

As you are aware, the HVAC and Ice Arena refrigeration system for the Cultural Center relies on twenty-seven different fluid pumps to transfer the heating and cooling fluids through the building compressors, plate exchangers, geothermal field, cooling tower, ice arena floor and air handling unit.

During the initial ice install in early August, after a few of days, we could no longer dissipate the heat that was being collected during the ice making process. After looking at multiple possible causes, we found that the aluminum impeller on a major fluid pump (eleven years old) had failed and was no longer pushing the water to the geothermal field to be cooled. Additionally, the backup pump on the same line (also eleven years old) has the same aluminum impeller and did not seem to be pushing the water properly thru the system either.

To better explain the situation, imagine if the water pump on your car failed. Your car can run with a failed water pump. However, since the anti-freeze is not being pushed thru the radiator to be cooled, your engine will eventually over heat and possible cause significant damage to the motor. In a nut shell, this is the issue we faced with while trying to make ice in early August.

However, to properly diagnose all possible issues that could be affecting the overall systems performance, we would need to shut down the entire system to inspect it. From a financial stand point, this was not a feasible option. Additionally, it would greatly inconvenience all the user groups of the facility for weeks, if not months.

In the short term, we removed the failed pump, and connected a temporary “Chiller” from SunBelt Rentals that would allow us to dissipate the excessive buildup of heat in the system and incorporate a similar type of fluid pump that would help circulate the cooling system fluid. This was the best short-term solution to allow us to complete the ice making process, get customers back in the building and start generating revenue again. In the meantime, we ordered a new Bell and Gossett pump with a steel impeller to replace to the old unit. Additionally, we have ordered a new impeller to be installed into the back up pump where the chiller is currently installed on the system.

With all this being the case, the first bill has arrived from SunBelt Rentals for the temporary Chiller. The cost for the first month, that also included the delivery and technical staff to install is \$9,403.00. This would be billed to the Rec Fund - Contractual Services Account (208-290-818.000).

We hope to have the new Bell and Gossett pump installed on or around Sept. 30. Additionally, we are waiting for the new impeller for the backup pump. This unfortunately, like most everything else right now, finding the parts has been extremely difficult and time consuming.

We hope to have everything back in place within the next three to four weeks. With this being the case, we will be coming back to the City Commission to approve another emergency monthly rental fee from Sunbelt Rentals as well as approval for the new Bell & Gossett primary pump.

Please feel free to contact me with any questions you may have at any time.

RESOLUTION

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

- WHEREAS The City of Plymouth maintains a variety of buildings and from time to time the buildings are in need of repairs or upgrades, and
- WHEREAS The Plymouth Cultural Center had two critical pumps fail on the building's refrigeration systems, and
- WHEREAS This failure of pumps required the use of a temporary booster chiller unit from Sunbelt Rentals, which had to be delivered, installed, started up and incorporated into the systems at the Cultural Center, and
- WHEREAS The City Administration authorized the emergency repairs and actions and Notified the City Commission of the emergency situation and the actions that were taken.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby confirm the emergency rental of a "booster" chiller and required work to incorporate the unit into the building's systems. This authorization is for Sunbelt Rentals in the amount of \$9,403. Further, it is anticipated that an additional rental period(s) will be needed until the new pump and related parts arrive that have been delayed due to supply chain issues.



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 - Equipment Fund and Purchase Plan - 10-04-21.docx
Date: October 1, 2021
RE: Equipment Fleet Review & Action Plan

Background

The City Commission is aware that they directed the City Administration with developing a plan to review our equipment fleet and how to fund replacements. Further, the Commission is aware that we have been delaying the purchases of replacement vehicles for a variety of reasons ranging from funds availability to chip shortages. Our weekly Administrative Updates have indicated that we have been working on this assigned task and our efforts have been headed up by Chris Porman and John Scanlon.

The first premise is that we are behind in our vehicle replacements in some areas. The second premise is that our funding mechanism is underfunded as we have moved funding to other priorities. Several years ago (*in the 2000's*) the City Commission took the action of reducing supplemental funding to the Equipment Fund in order to help balance the budget. At that time the Equipment Fund was very well funded and over the course of time that funding level has been depleted.

We are now at a point where we need to take some specific actions to move forward in a positive direction. Our team enlisted the help of Enterprise Fleet (*a division of Enterprise car rental*) to review our situation and discuss options with us. Basically, the Enterprise plan was to have them purchase vehicles through our government purchasing plans, then rent them to us for a small number of years and then Enterprise would sell them on the retail market. The program allows us to purchase "smaller" vehicles such as pick up trucks and Police Tahoe's at a significant discount, use them for three to five years and then sell them while the retail residual value is still high. Then our rental rates would be based on difference between the discounted fleet purchase price and the anticipated retail resale price. In addition to the rental of vehicles, Enterprise offered us a number of options from full insurance, fuel, body repairs and maintenance.

John Scanlon and Chris Porman did a review of the fees and the accounting issues related to the plan that was presented. Mr. Scanlon's concerns were from a financial standpoint that there would be no asset at the end of the liability, and we would lose control and flexibility to change replacement

schedules. After review, the team has recommended that we move forward with internal and private financing of our plan, which would provide us assets and flexibility to move the asset around the schedule. In addition, we have control of fees and finance costs, which we can do at a lower price than Enterprise.

Attached you will find an extensive memorandum which outlines the issues and a plan to move forward. Basically, the plan would bring us back to the roots of the Equipment Fund plan, where specific Funds would initially purchase a vehicle, while the Equipment Fund would charge "rental" rates to fund the ongoing maintenance, fuel, repairs, and insurance. In addition, the original plan would also put money away for a replacement, minus any resale value. Turning over the fleet sooner be a goal as when we drive a vehicle for 10+ years that leaves us with a minimal resale value and a high new purchase cost.

The proposed plan calls for a paradigm shift from a drive them until they die to more of an asset management plan that looks for the "sweet spot" between replacement costs and retail value. The proposed plan calls for a couple of Funds of the City to purchase some specialized replacement vehicles outright and those vehicles would be full assets of the City. Further, the smaller or more routine vehicles would be initially financed for a short period of time, which would allow the city to purchase at a discount but sell at retail in a period of five or so years, rather than 10+ years. This would allow the city to have an asset at the end of the loan period. This also gives us a higher value to use when we purchase a replacement and our maintenance costs go down, because the vehicle is mostly covered by warranty if we are turning them over quicker. I will note that the attached plan shows that our schedule still has some fluidity in it, and this is most dramatically shown in the two recently purchase Chevy Equinox vehicles, one for parking enforcement and one for Community Development/Code Enforcement. We show one of those vehicles being replaced in three years and one being replaced in 12 years. I would anticipate that there would be some movement in the replacement schedules for those specific vehicles based on mileage and retail value. The schedule would be updated annually as a part of the budget.

Chris and John have developed a plan which allows us to upgrade our fleet, plan for some major purchases this Fiscal Year and begin to upgrade our fleet with some additional "smaller" vehicles, while at the same time moving forward with planning for the next Fiscal Year, as that process is already in its early stages.

Recommendation

The City Administration recommends that the City Commission adopt a plan which would allow the City Administration to move forward with the concepts as outlined by the City Administration to begin to order a total of nine vehicles in the current Fiscal Year using a combination of cash purchase and financing, depending on the specific vehicle. Further, to provide funding from funds to provide storage for vehicles that are used within specific City Funds, such as Water/Sewer and Solid Waste.

We have attached an extensive memorandum on this subject matter as additional background material. We have also attached a proposed Resolution for the City Commission to consider regarding this matter. Should you have any questions in advance of the meeting please feel free to contact either Chris Porman, John Scanlon, or myself.



Department of Municipal Services

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

Date: Wednesday, August 25, 2021
To: Paul J. Sincock, City Manager
From: Chris S. Porman, Assistant City Manager
Re: Equipment Fund Plan

Background

In the City's Five-Year Strategic Plan, specifically listed under the one-year task for 2021 in the Goal Area II of Financial Stability is the task of **"Develop and execute a comprehensive asset management plan that includes a review of the equipment fleet."** In this one-year task, there are really two tasks in one; identify all the assets in the equipment (fleet) and come up with a plan to fund replacements and plan for the future.

Attached is a rather large spreadsheet which shows the City's Fleet. This is not all encompassing of the assets owned by the Equipment Fund, but rather those road ready vehicles and/or trailers. Listing each wheelbarrow, for example, seems excessive for this purpose. You will notice the spreadsheet is separated by department (PD, DMS, etc.) and lists the vehicles, including make, model, year, etc. In addition, the sheet shows the approximately replacement cost and the potential year those vehicles or pieces of equipment has outlived their useful life. There are certainly some large ticket items, such as the Vactor, or Front-End Loader, but most of the fleet is made up of pickups, Tahoe's, etc.

Based on this priority of the City Commission, we have lofty goals for vehicle and equipment replacement, but we also have a plan as to how to fund the initial purchase as well as some plans to help bring the Equipment Fund back to what it was before Commission action years ago eliminated funding from the General Fund to help balance the budget, and fund capital improvement projects. Decreased funding from State of MI Act 51 funding allotments on Major and Local Streets, as well as Gas & Weight Tax issues did not help the overall financial picture.

In the FY 2021/22, we plan on utilizing a number of funding sources, some of which have been unconventional for us in past practice to obtain some replacement equipment and vehicles. We are looking for a new Vactor, street sweeper, as well as 2 Police Tahoe's, 1 DMS Tahoe and 3 pick-up trucks in this current budget year. While it sounds like a lot, and it is, the exposure to the Equipment Fund is minimal.

Vactor:

The Vactor truck has been the workhorse of the DMS Fleet for years. With a piece of equipment such as this, the cost of repairs are high, which is why turning it over every five years while there is still a high residual value makes sense for us. We have historically replaced this piece of equipment every five years and have had a positive working relationship with the vendor to provide us a guarantee buy back price once our five years is up to be used toward our next model Vactor. We are able to use it on routine maintenance activities like cleaning the sanitary sewers, as well as storm catch basins. In addition, we use it on water main breaks and anywhere where hydro excavation would save us time and potential restoration on job sites (curb stop, service lines, etc.). Over the next five years, the Vactor will be used extensively on a Drinking Water Asset Management Grant to locate and identify material (*lead*) inventory for service lines. The usage of the truck is reimbursable under the terms of the grant.

The price tag on our next Vactor will likely be close to \$500,000 and our current Vactor has a guarantee buy back price of \$162,000, which nets out a cost of approximately \$340,000. The plan for replacement this time around is to have the Water/Sewer Fund purchase this piece of equipment. With the bulk of the work done by the Vactor being in the Water/Sewer Fund, this would be a good use of some of the financial flexibility in this Fund to add such an asset, while at the same time not negatively impacting the Equipment Fund cash position.

Fire Truck:

The large fire trucks are much like the Vactor truck in that after a period of five to seven years, they begin to have significant maintenance costs and their resale or residual value drops to a much lower value as the useful resale life becomes limited. It should be noted that keeping an updated fleet in the Fire Department helps out the ISO insurance rating. This rating helps residences and business with their homeowners or property insurance. In the case of the fire truck, there are smaller departments in Michigan and across the country who are interested in purchasing a well-maintained, used, but relatively new fire truck. We currently have a 2016 Rosenbauer fire truck that we use as a backup engine. It currently has a residual value of approximately \$200,000; while a replacement truck is estimated between \$600-700,000. If ordered today, it would not be ready for delivery for approximately 14 - 16 months, due to the Covid backlog. We would finance the truck over a period of seven years and use the money from the sale (\$200,000) as a part of our package as a down payment or a balloon payment with the loan terms. We have been using a five-year rotation plan on the fire engines, but our experience has shown us that a seven-year rotation would probably be better suited for our needs.

Sweeper:

The city owns two sweepers; one mechanical, and the other a vacuum style. They are from 2001 and 2007 respectively and as such, have outlived their useful lives. The repairs and more importantly the costs of the repairs have really started to add up over the last couple years where we've sought Commission approval for repairs as emergency purchases in accordance with our purchasing policy.

In normal years, with both sweepers working, we sweep the city streets multiple times throughout the year and more in the downtown area following our larger events. Over the last year, we've been fortunate if we have one sweeper at our use due to repairs mentioned above. Based on the designed use to the equipment, this vehicles/equipment have hard use hours on them. It is not merely driving from point A to point B, but the mechanical operations and all the pieces in motion contribute to the hard use hours.

Our plan would be to use both of our current sweepers as trade it towards one new sweeper. We estimate the gross cost of a new sweeper to be in the \$300,000 ballpark and we are hopeful that each of our current sweepers might hold residual value in the \$25,000 range, which would cost us a net price of approximately \$250,000. To fund this purchase, we would use the Solid Waste Fund, as this is where street sweeping is charged. This Fund also has significant financial flexibility that could support this purchase without negatively affecting its cash position. The street sweeping activities were previously a major, local street expense; however, due to increased storm water regulations, which require street sweeping these activities were moved to the Solid Waste Fund several years ago.

Police:

The Police Department began using Tahoe's, as an alternative to the traditional cruiser over 12 years ago. They have served the department well in their daily patrols, special events and other assignments. The Tahoe's have performed so well over the years, that their replacement schedules have been allowed for upwards of 20,000 additional miles to be used before switching them out. The maintenance costs are down compared to the sedans; although we still use sedans to have some variety in the PD fleet for patrols, set ups, etc. While that may change in the future, that is the current model.

This past year, we looked to purchase two PD Tahoe's; however, we were unable due to the microchip shortage as a result of Covid. The ordering window was much smaller than we have seen in the past and we were not in a position to be able to order on our normal schedule. We are a year behind simply due to Covid, but even more so due to lack of funding to be able to adequately rotate our fleet.

There is also a need to rotate out the 2008 FD Tahoe. It is a retired police vehicle and has excessive miles, years, and wear and tear. The plan would be to rotate the DMS Tahoe to FD and purchase a new Tahoe for DMS. This would upgrade the FD vehicle with a much newer, lower mileage used vehicle, and we would eliminate the rising maintenance costs for the vehicle.

DMS Pick Up Trucks:

Similarly, to the PD Tahoe's, our pick-up trucks are our most commonly used vehicles at DMS. The standard at DMS is a GMC 2500HD with some different configurations related to bed length, flat bed vs truck bed, etc. These trucks are used year-round in just about every operation

we perform. With the exception of jobs or tasks where heavy equipment is required, the pickup truck is our preferred choice. We even outfit our pick-ups with snowplow packages to be able to plow snow in most cases, except if we get a real wet, heavy snow. The ability to carry people, tools, and supplies to almost every job site we work at, and it's easy to see why the pickup trucks are the most popular choice for our department.

We have not bought a pickup truck since 2012 due to a myriad of reasons. Such as funding challenges, as well as other equipment needs (smaller dump trucks, chipper truck, etc.). Without repeating the same paragraph from above, the microchip shortage hurt us as well when looking to purchase pickup trucks. The lack of inventory and our lack of cash flow did not allow us to purchase pickup trucks last year(s) creating a ripple effect on the fleet outliving its useful life and providing little residual value in the current trucks.

Summary:

We would propose to use Community Leasing Partners to finance this purchase of two PD Tahoe's as well as our replacement pickup trucks and DMS Tahoe. This is the same financing agency that we use for our fire truck and Zamboni. The financing is within the capabilities of the Equipment Fund, and it allows us to "smooth" the purchases over a few years. For the actual purchases we use MiDeal and other purchasing Co-ops to obtain the best pricing for vehicles and equipment for our fleet. Without financing options, we simply do not have enough on a cash basis to be able to maintain a proper fund balance in the Equipment Fund for larger repair costs that may surface.

<u>Equipment</u>	<u>Approx. Cost</u>	<u>Funding Source</u>
Fire Truck <i>(late 2022/23)</i>	\$700,000 – (\$200,000 trade in)	Community Leasing Partners
Vactor	\$600,000 – (\$162,000 buy back)	Water/Sewer Fund
Street Sweeper	\$300,000	Solid Waste Fund
PD Tahoe's (2)	\$45,000	Community Leasing Partners
Pick Up Trucks (3)	\$115,000	Community Leasing Partners
DMS Tahoe	\$40,000	Community Leasing Partners

Funding for the Equipment Fund:

The model to provide funding back to the Equipment Fund has proven insufficient to fit our needs and it needs to change. The current model has the Equipment Fund purchase a vehicle or piece of equipment and then rent it back to the various funds through an hourly/monthly force rental account rate. The values of the hourly or monthly rate coincides with the State of Michigan Act 51 funding formula that must be used on Major or Local Street operations. We have historically used those same hourly/monthly rates across any and all of our funds, for example, the hourly rate of a pickup might be \$12.98 per hour and if the pickup was used in the Water/Sewer Fund, it would be charged there, whereas if it was used in the service of park maintenance, it would be charged to the General Fund. However, the \$12.98 an hour fee is not nearly enough to fund the repair, maintenance, insurance, and replacement of the vehicle unless

we used it for excessively long number of years, which would be well past the useful life of the vehicle.

This system has created some cash flow issues to the Equipment Fund for some of our larger pieces of equipment which are necessary to the operations of the city but may not have a lot of hourly usage. The hourly rate may be high, but without the usage, the Equipment Fund is not receiving enough payment back into its Fund when it's time to replace with a newer model.

There have been other challenges that were created for one reason or another over the years that have negatively affected the Equipment Fund that we still see the impacts of as we look at the Fund balance. An example of this was when the City Commission during budget sessions voted to suspend some payments from the General Fund to the Equipment Fund as a means to balance the budget.

The mindset for the equipment has historically been to buy the equipment and use it until it is no longer of service to the city and at that point, replace it. This has been serviceable over the years; however, it might be time to rethink our approach as a way to turn over the fleet while vehicles and equipment hold residual value for other entities. This approach has worked well for the Vactor, which we purchase and rotate out every five years with a guarantee buy back price from the dealer. This is a bit of a special circumstance, in that, it is a specialized piece of equipment, as well as a sole provider in Northville that we've had a long-lasting relationship with for many years. We've proven ourselves in that we take care of the equipment, and the dealer can provide us a buy back price that they are comfortable with knowing that once they prep it, they can use it as a rental. It works for us, in that, we have a vehicle that would begin to have costly repairs and maintenance around the five-year mark that we are able to trade in with a guarantee buy back towards the purchase of a new truck. Even though we buy back the truck and sell it back after five years, it might be easier to think of the Vactor as a common lease arrangement.

The plan or approach that we want to get into is to really take a look at replacing our fleet more often while the vehicles have residual value instead of running them until they hold no or little value. The risk we see running them until retired is that repairs and maintenance costs increase over the age of the vehicle and there is little to no residual value left once, we reach that point. If we begin to start looking at rotating PD Tahoe's, pickup trucks, etc. on a more frequent basis, the repairs and maintenance decrease, while the residual value increases on the resale market.

This past winter we met with representatives of Enterprise Fleet, and we looked at a number of options with them related to the purchase and replacement of our fleet. The program they offered the city was for them to purchase vehicles at their fleet pricing and then rent them to us for a set fee and then sell them on the retail market after a few years of use. The lower front end private fleet purchase, and the higher resale value would help reduce our costs of operations and maintenance as we would have vehicles in or near the manufacturer's warranty period. The concept was good, except the fees were higher using Enterprise, rather than do the same thing ourselves.

Having modern vehicles in our fleet helps to instill confidence in the workforce. It is hard enough to attract and retain workers in this day and age, and while wages, benefits, and growth opportunities are the most important, having clean, modern equipment certainly tells a story to our employees that they are valued.

While we will still continue to use our State of Michigan rates when it comes to hourly charges to our Force Accounts, we also need to look at supplemental funding sources that can help offset the shortfall in the cashflow of the Equipment Fund. We keep a lot of the specialized equipment in a heated garage and there should be a fee to provide that service. One way to do this is to think about "storage charges" for certain vehicles/pieces of equipment. An example of this would be the street sweeper(s). While we sweep the streets multiple times throughout the year and more so in the downtown, there are significant amounts of time the sweepers are not in use and as such, not providing revenue via force rental to the Equipment Fund. By charging the Solid Waste Fund a "storage charge" for housing the equipment, we can offset some of the revenue shortfall to the equipment while not negatively impacting the Solid Waste Fund. This approach would not be done across the board, as we would not look to do this to pickup trucks, etc. that are often kept outside, as that would have a negative impact on the General Fund. Instead, street sweepers, Vactor, salt trucks, etc. that could assist the Equipment Fund by paying the storage charge from the Funds that use them such as Solid Waste and Water/Sewer Fund can help the Equipment Fund build back its fund balance.

Recommendation:

The Equipment Fund has been underfunded for quite some time which has delayed the purchasing of numerous pieces of equipment. Looking at the attached spreadsheet and you can see the age of the Fleet is getting quite old. We have not bought a new pick-up truck since 2012, and we are behind in keeping the PD Tahoe's rotated through. There are a number of factors that have contributed to this, such as balancing the budget, Covid, etc. but this represents a plan to help get out of the old way thinking about the Equipment Fund and our fleet and trying a new approach.

The buy in to this plan, lets us know that we can move forward and begin working with the dealers and manufacturers on some of the larger equipment (Street Sweeper and Vactor and Fire Truck). The lead time for these pieces are close to a year. It also lets us know that there is a conscious effort to bring the fleet and Equipment Fund back to levels we haven't seen in many years. If we keep going on the path we are currently on, we will not be able to keep up on repair costs for our aging fleet, but not much else. Using the newer model of rotating the fleet while there is still residual value as well as supplemental funding in "storage charges" can help bring the Equipment Fund back to a healthy reserve while also keeping the fleet newer. This instills confidence in the public as well as the employees, and in today's day and age, we need all the confidence and trust we can muster.

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

Ten Year Capital Outlay Plan

Item ID#	Item Make/Model	Item Description	Item Model Year	Year 2021 / 22	Year 2022 / 23	Year 2023 / 24	Year 2024 / 25	Year 2025 / 26	Year 2026 / 27	Year 2027 / 28	Year 2028 / 29	Year 2029 / 30	Year 2030 / 31	Year 2031 / 32	Year 2032 / 33	Year 2033 / 34
				Purchase Price	Purchase Price	Purchase Price	Purchase Price	Purchase Price	Purchase Price	Purchase Price	Purchase Price	Purchase Price	Purchase Price	Purchase Price	Purchase Price	Purchase Price
Police Department - Vehicles																
FD 1721	Rosenbauer	Engine	-	\$ 700,000.00								\$ 700,000.00				
FD 1722	Rosenbauer	Ladder	-													
FD 1723	Ford	Ambulance	-													
FD 1727	Chevy Tahoe	Tahoe	-													
FD 1741	Pierce	Engine - Small	-													
FD 1761	Pierce	Engine	-													
PD 20-50	Chevy Tahoe	Patrol - Sergeant	2020			\$ 45,000.00						\$ 45,000.00			\$ 45,000.00	
PD 14-52	Chevy Tahoe	Patrol	2014	\$ 45,000.00				\$ 45,000.00					\$ 45,000.00			
PD 11-53	Chevy Tahoe	Patrol - DB	2011											\$ 45,000.00		
PD 13-54	Chevy Caprice	Patrol	2013		\$ 45,000.00							\$ 45,000.00			\$ 45,000.00	
PD 14-55	Chevy Tahoe	Patrol	2014	\$ 45,000.00								\$ 45,000.00			\$ 45,000.00	
PD 15-59	Chevy Tahoe	Patrol	2015		\$ 45,000.00							\$ 45,000.00			\$ 45,000.00	
PD 21-57	Chevy Equinox	Parking Enforcement	2021													\$ 40,000.00
PD 13-58	Chevy Tahoe	Patrol - Chief	2015		\$ 45,000.00							\$ 45,000.00				
PD 16-58	Chevy Tahoe	Patrol	2016	\$ 45,000.00				\$ 45,000.00					\$ 45,000.00		\$ 45,000.00	
PD 20-60	Chevy Tahoe	Patrol	2020				\$ 45,000.00						\$ 45,000.00			
Building Department - Vehicles																
CH-01	Chevy Equinox	Code Enforcement	2021													\$ 40,000.00
Reservoir Department - Vehicles																
REC 1	Zamboni 540	Ice Resurfacer Propane	2012				\$ 125,000.00									
REC 2	Zamboni 552AC	Ice Resurfacer Electric	2018													
REC 3	John Deere	Gator	2011						\$ 10,000.00				\$ 125,000.00			
REC 113	GMC 1500	Res. Cab Pick up - 4x4 w/flat top	2009		\$ 40,000.00											
REC TR 1	Utility Trailer	Utility Trailer	-													
Municipal Services Department - Vehicles																
DMS 002	Ingersoll Rand	Light Tower	2002			\$ 20,000.00										
DMS 005	Lincoln American	Sidewalk Mini Sweeper	1996		\$ 20,000.00											
DMS 006	Ingersoll Rand	Air Compressor	2005									\$ 25,000.00				
DMS 007	Kubota	Garden Tractor	1996				\$ 75,000.00									
DMS 008	Green Machine	Sidewalk Mini Sweeper	2007					\$ 20,000.00								
DMS 009	GMC 2500 HD	Res. Cab Pick up - 4x4 w/flat top	2008	\$ 40,000.00										\$ 40,000.00		
DMS 10	GMC 2500 HD	Res. Cab Pick up - 4x4 w/flat top	2005												\$ 40,000.00	
DMS 020	Ford F-450 ETL	Bucket Truck	2014					\$ 90,000.00								
DMS 023	Bobcat	Skid Steer Loader	1998			\$ 75,000.00										
DMS 028	Elgin Broom Bear	Street Sweeper	2007		\$ 300,000.00											
DMS 029	Elgin Whirlwind	Street Sweeper	2001													
DMS 079	GMC 3500	3yd. Dump Truck	2008		\$ 75,000.00									\$ 75,000.00		
DMS 20-99	Freightliner 108SD	Sweploader	2020													
DMS 102	GMC 2500 HD	Ext. Cab Pick up - 4x4 w/flat top	2009	\$ 40,000.00										\$ 40,000.00		
DMS 103	GMC 2500 HD	Res. Cab Pick up - 4x4 w/flat top	2005	\$ 40,000.00										\$ 40,000.00		
DMS 108	Case	Skid Loader	2003			\$ 125,000.00										
DMS 109	Case	Backhoe	1998	\$ 160,000.00												
DMS 111	GMC 2500 HD	Ext. Cab Pick up - 4x4 w/flat top	2012					\$ 40,000.00								
DMS 115	Ford F-450	Flat Bed Med. Duty	2018												\$ 75,000.00	
DMS 119	Ford F-450 ArboTech	Chipper Truck	2014			\$ 60,000.00										
DMS 120	Ford F-450	3yd. Dump Truck	2014			\$ 75,000.00										
DMS 121	GMC 8500	Salt Truck	2009		\$ 200,000.00											
DMS 122	GMC 8500	Salt Truck	2009											\$ 200,000.00		
DMS 125	Freightliner Leach	Garbage Truck	2001		\$ 200,000.00											
DMS 127	Case 930H	Backhoe	2008						\$ 200,000.00							
DMS 130	GMC Savana	Utility Van Water Dept.	2007	\$ 30,000.00										\$ 30,000.00		
DMS 134	GMC	Stake Truck	2002				\$ 75,000.00									
DMS 135	GMC 2500 HD	Res. Cab Pick up	2012					\$ 40,000.00							\$ 40,000.00	
DMS 137	Freightliner Vector	Vector Sewer Truck	2017	\$ 600,000.00				\$ 600,000.00							\$ 600,000.00	
DMS 139	John Deere	Gator	2001		\$ 10,000.00											
DMS 142	Hvunda	Hi-Lo	2002							\$ 55,000.00						
DMS 143	Toro	Lawn Mower	2001													
DMS 146	Bandit 1390XP	Brush Chipper Yellow	2015												\$ 42,000.00	
DMS 147	Tarco	Leaf Vac	1996													
DMS 149	Chipper	Brush Chipper Green	2000			\$ 40,000.00										
DMS 150	Harco SD800	Value Exercising Machine	2021													
DMS 301	Chevy Tahoe	Tahoe	2010	\$ 40,000.00									\$ 40,000.00			
DMS 401	Tink Claw	Attach - Claw Loader	2019													
DMS 20-99-B	Monroe Equip	Swepload Attach - 1500gal Anticice	2020													
DMS TR 2	Utility Trailer	Utility Trailer	-													
DMS TR 4	Utility Trailer	Ut. Trailer	-													
DMS TR 5	Arrow Board	Arrow Board	1999			\$ 20,000.00										
DMS TR 6	Century Ind. 36' ShowMaster	Bandshell	1998		\$ 200,000.00											
DMS TR 7	Landscape Trailer	Landscape Trailer	-													
DMS TR 10	Lesco	CCA Water Tank w/Sprayer	-													
DMS TR 11	Utility Trailer	Utility Trailer	-													
DMS TR 12	Trail King	TRK Top Trailer	2018													
POTENTIAL NEW ADDITIONS																
Municipal Tractor																
Municipal Tractor Attach - Broom																
Municipal Tractor Attach - Ground Conditioner																
Street Stripe Paint Sprayer																
Totals					\$ 405,000	\$ 550,000	\$ 525,000	\$ 405,000	\$ 860,000	\$ 320,000	\$ 890,000	\$ 385,000	\$ 315,000	\$ 732,000	\$ 210,000	\$ 80,000

RESOLUTION

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

WHEREAS The City Commission established that the Administration shall develop and execute a Comprehensive asset management plan that includes a review of the equipment fleet, and

WHEREAS The City Administration has prepared a comprehensive report for the City Commission to Review related to the City’s equipment fleet, and funding of the Equipment Fund, as well as Funding sources for replacement vehicles, and

WHEREAS The City Administration has made certain recommendations related to the acquisition of Replacement vehicles for Fiscal Year 2021 – 22.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the City Administration’s report related to Equipment Fund Plan. This plan calls for the City to change funding of the Equipment Fund and the purchase of assets. The change in funding includes the institution of storage fees for specialized equipment and financing of certain vehicle purchases in order to build cash into the Equipment Fund for future vehicle replacement. In addition, the City will continue the use of the required state schedules for the Major and Local Street Funds in accordance with regulations.

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the City Administration to move forward with bringing purchase packages to the City Commission for final approval in accordance with the following plan for Fiscal Year 2021 - 22.

<u>Equipment</u>	<u>Approx. Cost</u>	<u>Funding Source</u>
Fire Truck <i>(late 2022/23)</i>	\$700,000 – (\$200,000 trade in)	Community Leasing Partners
Vactor	\$600,000 – (\$162,000 buy back)	Water/Sewer Fund
Street Sweeper	\$300,000	Solid Waste Fund
PD Tahoe’s (2)	\$45,000	Community Leasing Partners
Pick Up Trucks (3)	\$115,000	Community Leasing Partners
DMS Tahoe	\$40,000	Community Leasing Partners

STILL FURTHER, the City Administration will need to bring back to the City Commission for approval all purchases of vehicles outlined above and financing/funding sources for said purchase. Further, the Equipment Asset list and recommended replacement schedule shall be reviewed annually as a part of the City’s Budget Adoption Process.



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 - Police Command Officer Contract Tentative Agreement 10-04-21.docx
Date: October 1, 2021
RE: Police Command Officer Contract Tentative Agreement

Background

The City Commission is aware that we have been working to come to a tentative agreement with the Police Command Officers union related to their contract, which expires on December 31, 2021. Our team included Tom Alexandris, Chris Porman, Al Cox, John Scanlon and myself. We had a total of 21 different contract issues that were covered in our discussions.

After much discussion, we have come to terms on a four-year contract, which will provide the City a stable and predictable environment for the next several years. This agreement follows the same basic pattern that we have used for our Police Officers, DMS and non-union employees. There are some differences between the contracts, but overall they are basically following the same pattern.

A long-term agreement is something that John Scanlon was looking for when he is working to predict costs in the five-year budgeting process. The union's main focus was to get back towards pay parity with neighboring agencies. Our police command officers and all employees agreed to not have any increase in salary last year to allow the City some flexibility to deal with the initial stages of the pandemic. However, all of our neighboring agencies did have raises last year and obviously that impacted our discussions.

You will recall that the DMS Union had broad creativity and flexibility in their requests and we were very pleased to have the Police Command Union follow that lead from DMS. Financially, we have worked out an agreement that fits within the scope of what John Scanlon had laid out for the team. One year ago, depending on other asks we were looking at perhaps a 2.5% - 3% increase in wages during each year of the contract. After the no increase year and ultimately very limited major asks for this contract, we are proposing a split in the increase in all four years of the contract. The split allows us to provide an increase but hold down our total costs for the fiscal year due to the second part of the increase only being given for six months. Under the proposed program, members of the bargaining unit would receive an increase on January 1 and then again on July 1, in each year of the contract. This method

provides the City some financial flexibility. The tentative agreement has the increases proposed as follows:

Year 1 – 1/1/2022 – 3% & 7/1/2022 – 1%

Year 2 - 1/1/2023 – 2% & 7/1/2023 – 1.5%

Year 3 – 1/1/2024 – 2% & 7/1/2024 – 1.5%

Year 4 - 1/1/2025 – 2% & 7/1/2025 -1.5%

Contract terminates on December 31, 2025.

One of the other changes is related to the current long-standing longevity program, which is being re-branded as a retention program. Overall it is not a significant issue, but we have made some changes to perhaps make it more appealing as a retention program. We have attached the new program that we have tentatively agreed upon, and we anticipate rolling this out City wide in the near future.

	Retention	Longevity
Year 1	\$ ----	\$ ----
Year 2	\$ ----	\$ ----
Year 3	\$ ----	\$ ----
Year 4	\$ ----	\$ ----
Year 5	\$ 500	\$ 250
Year 6	\$ 300	\$ 300
Year 7	\$ 350	\$ 350
Year 8	\$ 400	\$ 400
Year 9	\$ 450	\$ 450
Year 10	\$ 750	\$ 500
Year 11	\$ 550	\$ 550
Year 12	\$ 600	\$ 600
Year 13	\$ 650	\$ 650
Year 14	\$ 700	\$ 700
Year 15	\$1,000	\$ 750
Year 16	\$ 800	\$ 800
Year 17	\$ 850	\$ 850
Year 18	\$ 900	\$ 900
Year 19	\$ 950	\$ 950
Year 20	\$1,250	\$1,000
Year 21 – 24	\$1,000	\$1,000
Year 25 +	\$1,500	\$1,000

Previously, the City Commission has approved a new contract with the Department of Municipal Services employees, police officers union and adjusted the non-union personnel rules and regulations manual.

RECOMMENDATION:

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

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

RESOLUTION

The following Resolution was offered by _____ and seconded by

_____.

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

WHEREAS The contract with the Plymouth Command Police Officers through their Representative
Agent from COAM expires on December 31, 2021 and a new contract needs
To be implemented, and

WHEREAS The City and the Police Command Officers agreed to a one-year extension of their
contract which ended December 31, 2020 with out any changes, including no increases
in salary as a result Of the many unknowns related to covid pandemic, and

WHEREAS The City and the union have in good faith met and discussed a new agreement that
Would begin on January 1, 2022, 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 police command officers as represented
by COAM. 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.