



Plymouth City Commission

Regular Meeting Agenda

Monday, December 6, 2021 7:00 p.m.
Online Zoom Webinar

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

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

Join Zoom Webinar - <https://us02web.zoom.us/j/86879285239>

Webinar ID: 868 7928 5239 Passcode – 635441 International numbers available: <https://us02web.zoom.us/j/86879285239>

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. 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. Legislation has made it possible for public boards to meet electronically. Wayne County Public Health has declared a state of emergency that allows the City of Plymouth to have its Boards and Commissions meet electronically as permitted under the newly enacted law that is known as SB1108.

1. **CALL TO ORDER**
 - a. Pledge of Allegiance
 - b. Roll Call
2. **CITIZENS COMMENTS**
3. **APPROVAL OF THE AGENDA**
4. **ENACTMENT OF THE CONSENT AGENDA**
 - a. Approval of November 13, 2021 Commission Study Session-Strategic Planning Meeting Minutes
 - b. Approval of November 15, 2021 City Commission Regular Meeting Minutes
 - c. Special Event: Wreaths Across America- Tuesday, December 18, 2021
5. **COMMISSION COMMENTS**
6. **OLD BUSINESS**
7. **NEW BUSINESS**
 - a. Final Payment – Pro-Line 2019/2020 - Dewey
 - b. Wilson Foundation Grant Application – Resolution of Support
 - c. Strategic Plan 2022-2026
 - d. Fire Truck Purchase
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.

MEETING IS ONLINE VIA ZOOM ONLY

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



Plymouth City Commission Committee of the Whole Meeting Minutes

Saturday, November 13, 2021 8:00 a.m.

Plymouth Cultural Center 525 Farmer, Plymouth, MI 48170

The Committee of the Whole met on Saturday, November 13, 2021, from 8:00 a.m. – 2:30 p.m. when City Commission and City Staff discussed the City's Five-Year Vision Plan as well as the one-year tasks.

This was an interactive meeting and included the key leadership administrative staff and the City Commission, as well as facilitator Dr. Lew Bender.

1) **COMMITTEE OF THE WHOLE - CALL TO ORDER**

There was a meet and greet beginning at 8:00 a.m. and the meeting was called to order at 8:30.

2) **TEAM BUILDING & STRATEGIC PLANNING**

After an introduction by facilitator Dr. Lew Bender, the group was divided into staff and elected officials. The staff conducted a SWOT (strengths, weaknesses, opportunities, threats) analysis while the elected officials discussed expectations of the mayor, city manager and staff and commissioners and brainstormed what we need to do differently to be more effective.

The two groups were brought together and then divided into four groups, each made up of staff and City Commission members. These groups brainstormed their vision of what the City of Plymouth would look like in 2026. The visioning culminated in the development of four goal areas: Infrastructure; staff development, training and succession; community connectivity; and attractive, livable community. One year tasks for each goal area were defined.

Citizen Comments

Karen Sisolak, Chair of the Planning Commission, said she would like to see two-way communication between the City Commission and the other boards and commissions. She said she would also like to see the City Commission liaison's role clarified.

Ellen Elliott, member of the Downtown Development Authority, said she thinks there needs to be buy-in from all of the boards and commissions.

3) **ADJOURNMENT**

The meeting was adjourned at 2:30 p.m.

NICK MOROZ
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK



City of Plymouth City Commission Regular Meeting Minutes Monday, November 15, 2021 - 7:00 p.m. Plymouth City Hall 201 S. Main St., Plymouth, MI 48170

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

Present: Mayor Nick Moroz, Mayor Pro Tem Tony Sebastian, Commissioners Suzi Deal, Linda Filipczak, Jennifer Kehoe, Alanna Maguire, Kelly O'Donnell

Also present: City Manager Paul Sincock, Attorney Robert Marzano, Public Safety Director Al Cox, and various members of the City administration

2. CITIZEN COMMENTS

There were no citizen comments.

3. APPROVAL OF THE AGENDA

Sebastian offered a motion, seconded by O'Donnell, to approve the agenda for Monday, November 15, 2021.

There was a roll call vote.

Yes: Deal, Filipczak, Kehoe, Maguire, O'Donnell, Sebastian, Moroz

MOTION PASSED 7-0

4. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of November 1, 2021 City Commission Regular Meeting Minutes
- b. Approval of November 8, 2021 City Commission Regular Meeting Minutes
- c. Approval of October 2021 Bills
- d. Special Event: Ladies' Holiday Shopping Night, Thursday November 18, 2021

Sebastian offered a motion, seconded by O'Donnell, to approve the consent agenda.

Ellen Elliott, 404 Irvin, asked that the minutes from the November 1, 2021 meeting be removed from the consent agenda and added to New Business.

Kehoe offered a friendly amendment to remove the minutes from the November 1, 2021 meeting from the consent agenda and added to New Business. Sebastian and O'Donnell accepted the friendly amendment.

There was a roll call vote.

Yes: Deal, Filipczak, Kehoe, Maguire, O'Donnell, Sebastian, Moroz

MOTION PASSED 7-0

5. COMMISSION COMMENTS

Filipczak congratulated Kemnitz Fine Candies and Gifts for celebrating their 70th anniversary.

O'Donnell said she attended the Red Kettle Kickoff and Downtown Tree Lighting last week.

Deal thanked the staff for organizing the strategic plan meeting and said it was a great opportunity for the Commission and staff to work together.

Maguire thanked the residents, voters, poll workers and staff for participating in the November 2 election.

Kehoe encouraged everyone to work to mitigate the spread of Covid.

Moroz announced that Harvey St. is now open and thanked all involved in the construction project. He reminded the group about upcoming events, including Ladies' Holiday Shopping Night on November 18, the Santa Parade on November 26, and Christmas in Plymouth on December 2. He also recognized the service of Jim Allen, the former chief of the Northville City Fire Department who passed away on November 3.

6. OLD BUSINESS

There was no old business.

7. NEW BUSINESS

a. State Highway Permits

The following resolution was offered by Sebastian and seconded by O'Donnell.

RESOLUTION 2021-94

PERFORMANCE RESOLUTION FOR MUNICIPALITIES

This Performance Resolution (Resolution) is required by the Michigan Department of Transportation for purposes of issuing to a Municipality an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the CITY OF PLYMOUTH (County, City, Village, Township, etc.)

hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
 2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY. Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
 3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
 4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
 5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.
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- 6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
- 7. The incorporation by the DEPARTMENT of this Resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
- 8. This Resolution shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

<u>Title and/or Name:</u>	Chris Porman	and/or	Director of Municipal Services
	Chris Helinski	and/or	Operations
	Adam Gerlach	and/or	Utilities
	Mike Brindley	and/or	Foreman
	Al Cox	and/or	Director of Public Safety
	Paul Sincok	and/or	City Manager

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the _____
(Name of Board, etc.)

of the _____ of _____
(Name of MUNICIPALITY) (County)

at a _____ meeting held on the _____ day

of _____ A.D. _____

Signed

Title

Print Signed Name

There was a roll call vote.

Yes: Deal, Filipczak, Kehoe, Maguire, O'Donnell, Sebastian, Moroz

MOTION PASSED 7-0

b. Snow and Ice Control Policy

The following resolution was offered by Sebastian and seconded by O'Donnell.

RESOLUTION 2021-95

WHEREAS The City of Plymouth completes snow and ice control measures in order to protect the public health, safety and welfare; and

WHEREAS The City annually reviews and updates its Snow and Ice Control Policy that directs and gives responsibilities to various city departments.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby adopt the City of Plymouth Department of Municipal Services Snow & Ice Control Policy as reviewed and revised on November 15, 2021.

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby establish that the minimum billing for the City or its contractors removing snow as a result of violations of Section 62-39 and 62-40 of the Plymouth City Code shall be a minimum of \$150.00 and the hourly rate shall not be less than \$150.00 per hour.

Sincock shared a video showcasing Department of Municipal Services crew members explaining the brining process and demonstrating the use of the vehicles. Commission members were complimentary of the video and of the crew's work.

There was a roll call vote.

Yes: Deal, Filipczak, Kehoe, Maguire, O'Donnell, Sebastian, Moroz

MOTION PASSED 7-0

c. Minutes of the November 1, 2021 Meeting

Elliott asked that the minutes be revised to include her comment about the City survey.

RESOLUTION 2021-96

O'Donnell offered a motion, seconded by Deal, to revise the minutes of the November 1, 2021 minutes to include the following under item 6.a.

Resident Ellen Elliott asked that members of the City's boards and commissions be allowed to have input regarding questions on future surveys.

There was a roll call vote.

Yes: Deal, Filipczak, Kehoe, Maguire, O'Donnell, Sebastian, Moroz

MOTION PASSED 7-0

8. REPORTS AND CORRESPONDENCE

a. Liaison Reports

O'Donnell said she attended the November Planning Commission meeting and the site plan for the Post Local Bistro was approved. She reported that Scott Silvers was elected vice chair at the meeting.

b. Appointments

Deal recommended the following re-appointments.

Board of Review – Steven Repasky
Cemetery Board – Barb Solterman
DDA – Kerri Pollard and Scott Foess
HDC – Josh Mrozowski
Planning – Karen Sisolak
ZBA – Jim Burrows and Mike Devine (Scott Silvers alternate)
Housing – Elizabeth Johnson

She also recommended that Mike Pappas be appointed to the ZBA.

Maguire offered a motion, seconded by Filipczak to accept the re-appointments and appointment as presented.

Kehoe offered a friendly amendment, seconded by Filipczak, to re-appoint Scott Silvers to the Planning Commission. The friendly amendment was accepted.

There was a roll call vote.

Yes: Deal, Filipczak, Kehoe, Maguire, O'Donnell, Sebastian, Moroz

MOTION PASSED 7-0

9. ADJOURNMENT

Hearing no further discussion, Moroz asked for a motion to adjourn at 7:31 p.m. A motion to adjourn was offered by Sebastian and seconded by Filipczak.

There was a roll call vote.

Yes: Deal, Filipczak, Kehoe, Maguire, O'Donnell, Sebastian, Moroz

MOTION PASSED 7-0

NICK MOROZ
MAYOR

MAUREEN A. BRODIE, CMC, MIPMC
CITY CLERK



Special Event Application

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

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

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

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

Sponsoring Organization's Legal Name Wreaths Across America

Ph# _____ Fax# _____ Email _____ Website _____

Address _____ City _____ State _____ Zip _____

Sponsoring Organization's Agent's Name Arne' Giumento Title _____

Ph# 3355-8613 Fax# — Email john.c.giummo@waa.net

Address 520 Blank City Ply State MI Zip 48170

Event Name Wreaths Across America

Event Purpose honoring veterans at Riverside Cemetery

Event Date(s) December 18 2021

Event Times 12:00 - 1:00 p

Event Location Riverside Cemetery

What Kind Of Activities? short ceremony - laying of wreaths

What is the Highest Number of People You Expect in Attendance at Any One Time? 75-100

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.)

short 10 minute ceremony
ceremon citizens lay wreath
on gravesites on veteran marked

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):

3rd Saturday in December

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)

the city has supplied sound system and police in the past

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.

small sign on Hwy. Rd. Small signs w/in the cemetery to direct

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.

Nov 15, 2021
Date



Signature of Sponsoring Organization's Agent

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

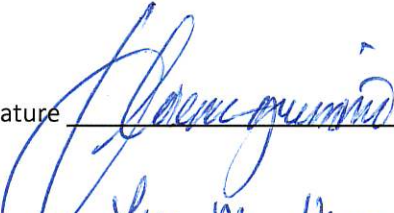
Manager's Office
City Hall
201 S. Main Street
Plymouth MI 48170

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

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

Signature 
Witness Lisa M. Homenga

Date ~~10/1~~ Nov 15, 2021
Date 11-15-21

EVENT REVIEW FORM

MUNICIPAL SERVICES:	Approved	Denied	(list reason for denial)	Initial
\$250 Bathroom Cleaning Fee Per Day of Event?		YES	NO	
Labor Costs: \$	Equipment Costs: \$	Materials Costs	\$	
POLICE:	Approved	Denied	(list reason for denial)	Initial <i>ac</i>
<i>No services needed</i>				
Labor Costs \$	Equipment Costs \$	Materials Costs \$		
FIRE:	Approved	Denied	(list reason for denial)	Initial <i>gld</i>
<i>No services required</i>				
Labor Costs \$	Equipment Costs \$	Materials Costs \$		
HVA:	Approved	Denied	(list reason for denial)	Initial
DDA:	Approved	Denied	(list reason for denial)	Initial <i>SBP</i>
Labor Costs \$	Equipment Costs \$	Materials Costs \$		
RISK MANAGEMENT:	Approved	Denied	(list reason for denial)	Initial <i>MP</i>
<u>Class I – Low Hazard</u>				
Class II – Moderate Hazard				
Class III – High Hazard				
Class IV – Severe Hazard				

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).



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 - Final Payment Pro-Line Asphalt - 2019 - 2020 Paving Project 12-06-21.docx
Date: November 16, 2021
RE: Final Payment – Pro-Line Asphalt 2019/2020 - Dewey

Background

The City Commission policy requires that the City Administration bring forward and seek final payment approval for major infrastructure projects. The Commission may be aware that Pro-Line Asphalt was the general contractor on the 2019 - 2020 Infrastructure Improvement Program, which included Ross, Dewey and Junction Streets. In 2020 the contractor completed the last part of this project which was the Dewey Street Project. The City withheld a retention of \$10,000 on the Dewey Street portion of the project, which was completed in spring/summer of 2020. The contractor is requesting final payment on 2019 – 2020 projects at this time and the City Engineer is recommending payment.

The City Commission authorized a total construction cost of \$1,767,049.99 for the project through two authorizations in May of 2019 and March 2020. The final cost on the project was \$1,408,725.73 or about \$358,324 under the authorized contract. Part of the savings was a result of us using a "Unit Based Contract", which only allows payment based on the number of units or volumes of materials used. The contractor has completed their work as well as the punch list items on the projects. The pay request has been reviewed and approved by the City Engineer. At this time, we are seeking approval to make final payment to Pro-Line Asphalt Paving in the amount of \$10,000.

RECOMMENDATION:

The City Administration recommends that the City Commission authorize payment to Pro-Line Asphalt in the amount of \$10,000.00.

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.



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

November 1, 2021

City of Plymouth
201 South Main Street
Plymouth, MI 48170

Attention: Mr. Paul Sincock
City Manager

Re: City of Plymouth
2019/2020 Infrastructure Improvement Program
Recommendation to Release Retention
Change Order #8 and Certificate for Payment #8 (Final)

Dear Mr. Sincock:

Enclosed, please find Certificate for Payment #8 (Final) and Change Order #8 for the above-referenced project. When Dewey Street was completed in the spring of 2020, we held \$10,000 in retention for that project. This Certificate for Payment #8 (final) and Change Order #8 are being submitted with our recommendation to release the final \$10,000 in retention that was held on that project.

The Contractor, Pro-line Asphalt, has completed all previous work as well as all punch list items. The restoration has been inspected by our office along with City personnel and we find it acceptable for final project closeout. The total amount earned on this contract was \$1,408,725.73, which included work in 2019 on Ross Street and Dewey Street in 2020. Previous certificates of payment totaling \$1,333,550.73 have been submitted and previously paid by the City in prior years. The total balance due this Final Certificate is \$10,000.

Please process Certificate for Payment #8 (Final), sign three copies of Change Order #8 (a reconciling deduct CO), and return two copies of Change Order #8 to our office. Thank you for the opportunity to provide engineering services to the City of Plymouth.

Very truly yours,

Wade Trim Associates, Inc.

A handwritten signature in black ink, appearing to read 'Shawn W. Keough', written over a horizontal line.

Shawn W. Keough, PE
Senior Vice President

SWK:ka
PLY 2117-04T
Certificate for Payment & Final & Change Order & Ltr.docx
Enclosures (Certificate for Payment #8 Final and Change Order #8)

cc: Mr. Chris Porman, Director of Municipal Services
Mr. John Scanlon, Finance Director
Mr. Adam Gerlach, Assistant Director of Utilities



Engineer's Certificate for Payment

Certificate for Payment No. 8-Final

Date: Sep. 23, 2021

Owner: City of Plymouth
201 South Main Street
Plymouth, MI 48170

Substantial Completion Date: Aug. 31, 2019
Extended To: Jun. 26, 2020

Contractor: Pro-Line Asphalt Paving Corp.
11797 29 Mile road
Washington Twp, MI 48095

Final Completion Date: Sep. 30, 2019
Extended To: Jul. 17, 2020

Job No. PLY 2117-04T

Period Start Date: May. 22, 2020
Period End Date: Jun. 20, 2020

Project: 2019/2020 Infrastructure Improvement Program - Dewey

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the data comprising the above application, the ENGINEER to the best of his knowledge, information and belief and subject to the limitations stated in the Contract Documents certifies to the OWNER that: (1) Work has progressed to the point indicated, (2) the quality of the Work is in accordance with the Contract Documents, and (3) the CONTRACTOR is entitled to payment of the Total Balance Due This Certificate.

Contract Overview	
Contract Amount:	\$ 1,171,450.00
Total Change Order Amount:	\$ 237,275.73
Current Contract Price:	\$ 1,408,725.73
Remaining Contract Balance:	\$ -
Payment Certificate Information	
Total Amount Earned:	\$ 1,408,725.73
Less Previous Certificates:	\$ (1,333,550.73)
Less Retention Amount:	0.00
Less Inspector Days:	\$ (65,175.00)
Total Balance Due This Certificate:	\$ 10,000.00

John W. Hopp

Sep 23 2021 2:22 PM

Prepared By:

Construction Department

Date

Shawn Keough PE

Digitally signed by Shawn Keough PE
DN: cn=Shawn Keough PE, o=Wade Trim, ou,
email=skeough@wade-trim.com, c=US
Date: 2021.09.29 06:05:12 -0400

Prepared By:

Shawn W. Keough P.E.

Date

Gregory A. Stanley

Digitally signed by Gregory A. Stanley
DN: cn=Gregory A. Stanley, ou=Wade Trim Associates,
ou=Construction Group, email=stanley@wade-trim.com, c=US
Date: 2021.09.29 06:15:26 -0400

Reviewed By:

Construction Department PE

Date

Owner Approval

Reviewed
Gregory A. Stanley
Approved

Date

11/16/21

Date



Certificate for Payment No. 8-Final

PROJECT NAME: 2019/2020 Infrastructure Improvement Program - Dewey

JOB NO. PLY 2117-4HT

CLIENT: City of Plymouth

DATE: September 23, 2021

Contract Date: May 31, 2019

Construction Start Date: June 17, 2019

Substantial Completion Date: Aug 31, 2019
 Extended To: Jun 26, 2020
 Final Completion Date: Sep 30, 2012
 Extended To: Jul 12, 2020

Period Start Date: May 22, 2020
 Period End Date: June 20, 2020

Item #	DESCRIPTION	Contract Qty	(%) Qty	Rev. Qty	Unit	Unit Price	Contract Total Per Item	Current Contract Total Per Item	% of Work Complete	Total Qty Placed	Total Amount Earned	Total Amount From Previous Periods	Amount Earned This Period	
	Junction													
01	Pavement Excavation, Concrete	400.00	274.29	454.29	Cyd	\$ 99.00	\$ 16,200.00	\$ 40,886.10	100.00%	454.29	\$ 40,886.10	\$ 40,886.10	\$ -	
02	Pavement Excavation, Bituminous	300.00	34.13	934.13	Cyd	\$ 70.00	\$ 63,000.00	\$ 65,389.10	100.00%	934.13	\$ 65,389.10	\$ 65,389.10	\$ -	
03	Embankment	430.00	-49.29	60.71	Cyd	\$ 30.00	\$ 3,300.00	\$ 1,821.30	100.00%	60.71	\$ 1,821.30	\$ 1,821.30	\$ -	
04	Concrete Drive and Sidewalk, Remove	1000.00	1,438.98	5,438.98	Sft	\$ 3.00	\$ 12,000.00	\$ 16,316.94	100.00%	5,438.98	\$ 16,316.94	\$ 16,316.94	\$ -	
05	Storm Sewer, Restore	15.00	-15.00	0.00	Lft	\$ 60.00	\$ 900.00	\$ -	0.00%	0.00	\$ -	\$ -	\$ -	
06	Frame and Cover, Remove and Replace	3,250.00	2,050.00	3,250.00	Lbs	\$ 4.00	\$ 4,800.00	\$ 13,000.00	100.00%	3,250.00	\$ 13,000.00	\$ 13,000.00	\$ -	
07	Adjust Structure	4.00	1.00	4.00	Each	\$ 850.00	\$ 2,500.00	\$ 3,400.00	100.00%	4.00	\$ 3,400.00	\$ 3,400.00	\$ -	
08	Reconstruct Structure	500.00	-8.00	2.00	Vtl	\$ 250.00	\$ 2,500.00	\$ 500.00	100.00%	2.00	\$ 500.00	\$ 500.00	\$ -	
09	Fire Hydrant, Remove	2.00	-1.00	0.00	Each	\$ 500.00	\$ 1,000.00	\$ 1,000.00	100.00%	2.00	\$ 1,000.00	\$ 1,000.00	\$ -	
10	Fire Hydrant, Remove and Salvage	1.00	-1.00	0.00	Each	\$ 500.00	\$ 500.00	\$ -	0.00%	0.00	\$ -	\$ -	\$ -	
11	Gate Valve and Box, Abandon	1.00	-1.00	0.00	Each	\$ 500.00	\$ 500.00	\$ -	0.00%	0.00	\$ -	\$ -	\$ -	
12	Gate Valve and Well, Abandon	1.00	1.00	2.00	Each	\$ 600.00	\$ 600.00	\$ 1,200.00	100.00%	2.00	\$ 1,200.00	\$ 1,200.00	\$ -	
13	Topping Sleeve, Valve and Well, Abandon	1.00	-1.00	0.00	Each	\$ 700.00	\$ 700.00	\$ -	0.00%	0.00	\$ -	\$ -	\$ -	
14	Water Main, Abandon w/Flowable Fill	0.35	-0.43	9.57	Cyd	\$ 300.00	\$ 5,000.00	\$ 4,785.00	100.00%	9.57	\$ 4,785.00	\$ 4,785.00	\$ -	
15	Water Main, 6 inch, D.I. CL-54, Trench B	5.25	5.25	55.25	Lft	\$ 100.00	\$ 5,000.00	\$ 5,525.00	100.00%	55.25	\$ 5,525.00	\$ 5,525.00	\$ -	
16	Water Main, 8 inch, D.I. CL-54, Trench B	500.00	559.67	1,309.67	Lft	\$ 110.00	\$ 82,500.00	\$ 144,063.70	100.00%	1,309.67	\$ 144,063.70	\$ 144,063.70	\$ -	
17	Fire Hydrant Assembly	2.00	1.00	3.00	Each	\$ 3,000.00	\$ 10,000.00	\$ 15,000.00	100.00%	3.00	\$ 15,000.00	\$ 15,000.00	\$ -	
18	Reinforced Salvaged Hydrant Assembly	1.00	1.00	1.00	Each	\$ 4,000.00	\$ -	\$ -	100.00%	1.00	\$ -	\$ 4,000.00	\$ -	
19	Gate Valve and Well, 8 inch	1.00	1.00	3.00	Each	\$ 4,000.00	\$ 8,000.00	\$ 12,000.00	100.00%	3.00	\$ 12,000.00	\$ 12,000.00	\$ -	
20	Connection to Existing 8 inch Water Main	1.00	-1.00	0.00	Each	\$ 5,000.00	\$ 5,000.00	\$ -	0.00%	0.00	\$ -	\$ -	\$ -	
21	Connection to Existing 8 inch Water Main w/45 degree Bend & TH	2.00	1.00	3.00	Each	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	100.00%	2.00	\$ 10,000.00	\$ 10,000.00	\$ -	
22	Connection to Existing 8 inch Water Main w/8 x 8 Tee and Cutting in Sleeve	1.00	-1.00	0.00	Each	\$ 7,500.00	\$ 15,000.00	\$ 22,500.00	100.00%	3.00	\$ 22,500.00	\$ 22,500.00	\$ -	
23	Water Service, 2 inch K Copper, Short	10.00	2.00	12.00	Each	\$ 2,000.00	\$ 2,000.00	\$ -	0.00%	0.00	\$ -	\$ -	\$ -	
24	Water Service, 1 inch K Copper, Short	10.00	2.00	12.00	Each	\$ 2,500.00	\$ 25,000.00	\$ 30,000.00	100.00%	12.00	\$ 30,000.00	\$ 30,000.00	\$ -	
25	Water Service, 1 inch K Copper, Long	10.00	1.00	2.00	Each	\$ 4,000.00	\$ 40,000.00	\$ 40,000.00	100.00%	10.00	\$ 40,000.00	\$ 40,000.00	\$ -	
26	Curb Stop and Box, 2 inch	1.00	1.00	2.00	Each	\$ 750.00	\$ 750.00	\$ 1,500.00	100.00%	2.00	\$ 1,500.00	\$ 1,500.00	\$ -	
27	Curb Stop and Box, 1 inch	1.00	2.00	22.00	Each	\$ 500.00	\$ 10,000.00	\$ 11,000.00	100.00%	22.00	\$ 11,000.00	\$ 11,000.00	\$ -	
28	Sanitary Sewer, 12 inch, PVC, Rem & Repl, Trench B	10.00	21.25	21.25	Lft	\$ 500.00	\$ 10,625.00	\$ 10,625.00	100.00%	21.25	\$ 10,625.00	\$ 10,625.00	\$ -	
29	Sanitary Service Lead, 6 inch, PVC, Remove and Replace	10.00	2.00	22.00	Lft	\$ 400.00	\$ 8,000.00	\$ 8,800.00	100.00%	22.00	\$ 8,800.00	\$ 8,800.00	\$ -	
30	Underdrain, 6 inch, w/Grooved Fabric Wrap	10.00	-1,300.00	0.00	Lft	\$ 10.00	\$ 13,000.00	\$ -	0.00%	0.00	\$ -	\$ -	\$ -	
31	Subgrade Undercut and 21AA Backfill	10.00	294.19	494.19	Cyd	\$ 35.00	\$ 7,000.00	\$ 17,296.65	100.00%	494.19	\$ 17,296.65	\$ 17,296.65	\$ -	
32	Aggregate Base Course, 21AA	10.00	1,639.65	2,839.65	Ton	\$ 40.00	\$ 48,000.00	\$ 113,586.00	100.00%	2,839.65	\$ 113,586.00	\$ 113,586.00	\$ -	
33	Bituminous Pavement, 1.00FT, Wearing Course	10.00	304.07	554.07	Ton	\$ 160.00	\$ 48,000.00	\$ 88,651.20	100.00%	554.07	\$ 88,651.20	\$ 88,651.20	\$ -	
34	Bituminous Pavement, 3C, Base Course	10.00	257.83	607.83	Ton	\$ 140.00	\$ 49,000.00	\$ 85,096.20	100.00%	607.83	\$ 85,096.20	\$ 85,096.20	\$ -	
35	Pavement, Concrete, 8 inch w/integral Curb	10.00	82.38	532.38	Syd	\$ 80.00	\$ 36,000.00	\$ 42,590.40	100.00%	532.38	\$ 42,590.40	\$ 42,590.40	\$ -	
36	Curb and Gutter, Concrete, Rail Curb	10.00	923.00	2,323.00	Lft	\$ 25.00	\$ 35,000.00	\$ 58,075.00	100.00%	2,323.00	\$ 58,075.00	\$ 58,075.00	\$ -	



Certificate for Payment No. 8-Final

PROJECT NAME: 2019/2020 Infrastructure Improvement Program - Dewey

JOB NO: PLY 2117-d47

CLIENT: City of Plymouth

DATE: September 23, 2021

Contract Date: May 31, 2019

Construction Start Date: June 17, 2019

Substantial Completion Date: Aug 31, 2019
 Extended To: Jun 26, 2020
 Final Completion Date: Sep 30, 2019
 Extended To: Jul 12, 2020

Period Start Date: May 22, 2020
 Period End Date: June 30, 2020

Item #	DESCRIPTION	Contract Qty	(+/-) Qty	Rev. Qty	Unit	Unit Price	Contract Total Per Item	Current Contract Total Per Item	% of Work Complete	Total Qty Placed	Total Amount Earned	Total Amount From Previous Periods	Amount Earned This Period	
37	Drive and Sidewalk, Concrete, 6 inch	2,433.00	1,723.27	4,023.27	Sft	6.00	13,800.00	24,139.62	100.00%	4,023.27	24,139.62	24,139.62	\$ -	
38	Sidewalk, Concrete, 4 inch	1,358.00	-841.50	1,458.50	Sft	6.00	13,800.00	8,751.00	100.00%	1,458.50	8,751.00	8,751.00	\$ -	
39	Sidewalk Ramp, ADA, Concrete, 6 inch	300.00	-11.90	188.10	Sft	13.00	3,000.00	2,821.50	100.00%	188.10	2,821.50	2,821.50	\$ -	
40	Rein & Repl Conc Pavt, 10 inch (L Repairs)	2,000.00	-1,412.00	688.00	Syd	125.00	262,500.00	86,000.00	100.00%	688.00	86,000.00	86,000.00	\$ -	
41	Rein & Repl Conc Pavt, 10 inch (Pavels)	2,000.00	400.00	675.00	Syd	130.00	35,750.00	87,750.00	100.00%	675.00	87,750.00	87,750.00	\$ -	
42	Adjust Structure (incl 10' x 10' Gate Collar)	1.00	-2.00	10.00	Each	1,600.00	19,200.00	16,000.00	100.00%	10.00	16,000.00	16,000.00	\$ -	
43	Epoxy Anchored Lane Ties (R Repair only)	1,817.00	167.00	1,817.00	Each	8.00	13,200.00	14,536.00	100.00%	1,817.00	14,536.00	14,536.00	\$ -	
44	Clean and Seal Joints	1,402.05	-197.95	1,402.05	Lft	4.00	6,400.00	5,608.20	100.00%	1,402.05	5,608.20	5,608.20	\$ -	
45	Saw and Seal Joints	6,100.15	-3,899.85	6,100.15	Lft	2.60	26,000.00	15,860.39	100.00%	6,100.15	15,860.39	15,860.39	\$ -	
46	Inlet Filter	26.00	11.00	26.00	Each	100.00	1,500.00	2,600.00	100.00%	26.00	2,600.00	2,600.00	\$ -	
47	Temporary Guard Construction Entrance/Exit	0.00	-2.00	0.00	Each	1,000.00	2,000.00	-	0.00%	0.00	-	-	\$ -	
48	Traffic Maintenance and Control	1.00	1.00	1.00	LS	150,000.00	150,000.00	150,000.00	100.00%	1.00	150,000.00	150,000.00	\$ -	
49	Restoration w/3 inches Topsoil and Nursery Seed	2,244.23	244.23	2,244.23	Syd	10.00	20,000.00	22,442.30	100.00%	2,244.23	22,442.30	22,442.30	\$ -	
50	Audio/Video Route Survey	1.00	1.00	1.00	LS	1,500.00	1,500.00	1,500.00	100.00%	1.00	1,500.00	1,500.00	\$ -	
51	Inspector Days (Contractor to bid number of days)	81.46875	31.46875	81.46875	S/Day	800.00	40,000.00	65,175.00	100.00%	81.46875	65,175.00	65,175.00	\$ -	
<p style="text-align: right;">Improvement Totals \$ 1,171,450.00</p>												\$ 1,408,725.73	\$ 1,408,725.73	\$ -

INSPECTOR DAYS USED BY CONTRACTOR

Item #	DESCRIPTION	Plant Qty	(+/-) Qty	Rev. Qty	Unit	Unit Price	Original Contract Total	Current Contract Total	% of Days Bid	Total Qty	Total Amount	Total Amount From Previous Periods	Amount Due This Period	
	Inspector Days (Contractor to bid number of days)	81.46875	31.46875	81.46875	S/Day	800.00	40,000.00	65,175.00	100.00%	81.46875	65,175.00	65,175.00	\$ -	
<p style="text-align: right;">Totals to Date</p>												\$ 65,175.00	\$ 65,175.00	\$ -

RESOLUTION

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

WHEREAS The City completed 2019 - 2020 Infrastructure Project, and

WHEREAS The project has been completed by Pro-Line Asphalt Paving and they are
Requesting final payment on the project, and

WHEREAS the City Engineer has reviewed the project and it meets all design
Specifications.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does
hereby authorize final payment to Pro-Line Asphalt Paving Corporation in the amount of \$10,000.00
for work completed on the 2019 - 20 Infrastructure Project.



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 - Grant Application Support Tonquish Creek Park - Trail - 12-06-21.docx*
Date: December 2, 2021
RE: Grant Application Resolution of Support

Background

The City Commission is aware that the City Recreation Department and an outside grant consultant are currently working on writing a grant application to improve community recreation facilities. The Grant is through the Ralph Wilson Foundation and would help fund the development of a planning document for the Tonquish Creek Park/Trail. The grant application is one of several that we have been applying for since the year 2000.

This particular grant requires that the City Commission adopt a Resolution of support. As with most of our recent grant applications we have not clearly identified the source for local match funding. This is a grant application only at this time, but we are committing to a local match of \$5,000.

We have also attached a memorandum from Steve Anderson, Recreation Director related to this project, which should provide additional background information.

If the City were awarded the grant, the City Commission would have to accept the grant and the terms of the grant agreement document. At that point we would have to identify our local matching funding.


RECOMMENDATION:

The City Administration recommends that the City Commission authorize the grant application with local match. The grant application is for up to \$50,000, with a local match of \$5,000.

The grant consultant has provided 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.



Memo

To: Paul Sincoc, City Manager
From: Steve Anderson, Recreation Director 
Date: 12/2/2021
Re: City Commission Resolution – Ralph Wilson Foundation Planning and Design Grant Application – Tonquish Creek Park / Trail

As you are aware, we are currently working with Leah Groya on preparing a grant application for the Ralph Wilson Foundation. The grant is for planning and design work for the Tonquish Creek Trail.

Tonquish Creek Park / Trail is a City owned park that runs from Harvey Street to Sheridan Street (behind Tonquish Creek Manor) and then continues as an informal trail from Sheridan Street to Evergreen Street.

The planning and design grant from the Ralph Wilson Foundation can be requested for up to \$50,000.00. A resolution from the City Commission would act as the lead supporting document for that application.

To also demonstrate the City's support of the application to the Ralph Wilson Foundation, we strongly encourage that the City matches any grant awarded by the Ralph Wilson Foundation in the amount of \$5000.00.

The Ralph Wilson Foundation will announce the grant award winners in early April 2022. IF we were awarded the planning and design grant, this would just be the first step in an extensive process that would not only look at the logistical and financial needs of the project, but also require public input sessions and other information required by the Michigan Department of Natural Resources (DNR).

Once we were to clear those hurdles, with City Commission approval, we would then begin the process of applying to the DNR for grants from any of the following funds:

- **State of Michigan DNR Trust Fund** grant application for trail design and construction (up to \$300k with minimum 25% match minimum). Due April 1st. Application would be for design and construction.

- **Land and Water Conservation Fund** grant application to the MDNR (National Parks Service funds) for trail design and construction (up to \$500k with 50% match). Due April 1st. Application would be for design and construction.
- **Recreation Passport** grant to provide funding to local units for the development of public recreation facilities. (from \$7,500 to \$150,000 with at least a 25% match). Application due by April 1st. Application includes development of new facilities and the renovation of old municipal facilities

To be clear, this requested action is just for a City Commission resolution of support to apply for a Ralph Wilson Foundation Grant for Planning and Design up to \$50,000.00 with a maximum City match amount of \$5,000.00. This resolution does not launch any other steps in the DNR grant application process.

If you have any questions, please feel free to contact me at any time.

**COMMUNITY FOUNDATION FOR SOUTHEAST MICHIGAN
RALPH C WILSON JR LEGACY FUNDS: DESIGN AND ACCESS GRANT APPLICATION
CITY OF PLYMOUTH
TONQUISH CREEK TRAIL FEASIBILITY STUDY AND PRELIMINARY DESIGN**

WHEREAS, the City of Plymouth supports the submission of an application titled, "Tonquish Creek Trail Feasibility Study and Preliminary Design" to the Community Foundation for Southeast Michigan, Ralph C Wilson Jr. Legacy Funds: Design and Access Initiative. The application is to assist in determining the feasibility and preliminary design of a connected, accessible, sustainably-designed trail between Harvey Street and Evergreen Avenue. If awarded, the study will include stakeholder and adjacent property owner outreach, and will also seek to incorporate opportunities for shoreline stabilization, environmental education, as well as stormwater and invasive species management. The resulting study will include a funding strategy for implementation; and,

WHEREAS, the City of Plymouth has made a financial commitment to the project in the amount of \$5,000 matching funds, in cash; and,

WHEREAS, if awarded the grant, the City of Plymouth commits to beginning the study in 2022 and completing it within a 12-month period; and,

NOW THEREFORE, BE IT RESOLVED that the City of Plymouth hereby authorizes submission of a Ralph C Wilson Jr Legacy Fund: Design and Access Grant Application for \$50,000 and further resolves, if awarded the grant, to make available its financial obligation amount of \$5,000, for a total study cost of \$55,000 during 2022-2023.

AYES:

NAYS:

ABSENT:

MOTION APPROVED.

I HEREBY CERTIFY that the foregoing is a Resolution duly made and passed by the City of Plymouth Commission at their meeting held on December 6, 2021, at 7:00 p.m. with a quorum present.

City Clerk
Maureen Brodie

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 - Strategic Plan 2022 - 2027 and One Year Tasks Adoption - 12-06-21.docx
Date: December 2, 2021
RE: Strategic Plan 2022 – 2027- and One-Year Tasks

Background

The City Commission and key leadership staff participated in an all-day workshop on Strategic Planning on Saturday, November 13, 2021. The session was facilitated by Dr. Lew Bender, who has extensive experience in leading this type of activity. The result of those efforts was a Strategic Plan for the years 2022 – 2027. This past Wednesday night the Mayor provided the members of the City Commission the draft of the Strategic Planning Workshop Goals and One Year Tasks.

At the Saturday session in November, the City Commission and key leadership staff identified four major goal areas, with supporting key objectives and one-year tasks. The top objectives in each goal area are identified and then the one-year tasks are identified as well.

The City Commission and staff has collaboratively invested a tremendous amount of time, trust and energy to create the Strategic Plan and One Year Tasks. This was a group project with significant input, "buy in" and trust by both the staff and the City Commission. We have followed the guidelines that were laid out at the planning session back in November by Dr. Lew Bender.

This is the opportunity for the City Commission to either provide any additional input into the plan or to move it forward. Depending on the comments from the City Commission we can either move the plan forward or send it back for additional "wordsmithing" before adoption.

RECOMMENDATION:

The City Commission can either provide additional input into the document or formally adopt what was developed by the City Commission and Staff, as a five-year Strategic Plan with One Year Tasks. This collaboration by the elected officials and City staff will help keep us all on track for the agreed upon goals.

Upon adoption of the plan, the City Administration will put it into a format that we can use to report back to the City Commission in our weekly Administrative Update. The adoption of the Plan will also mean that we are adopting the "next steps," which includes a regular review of aspects of the plan as well as a full review of the plan in the future. This is not a plan that will sit on a shelf. As Dr. Bender

indicated; this is a fluid plan that is a living, breathing document that must be reviewed on a regular basis and he laid that schedule out in the attached document.

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

City of Plymouth

Strategic Planning Workshop

November 13, 2021

Overview

On Saturday, November 13, 2021, the elected and appointed leaders of the City of Plymouth spent the day discussing the five-year future of the City. The combined team discussed the internal strengths and weaknesses of the City's operations and the external opportunities and threats that could impact the City. The team then created a shared vision of what the City may look like in 2026. That shared vision was translated into four major goal areas, key objectives for each goal area, and one-year tasks to be completed by the end of 2022.

The City has a rich and long history of successfully achieving its five-year strategic plans. There is no doubt that tradition will continue.

Major Goal Areas with Key Objectives and One Year Tasks

To realize this shared vision of the future for the City of Plymouth, the group identified the following four major goal areas with supporting key objectives and one-year tasks. Bullet points identify top objectives in each goal area.

I. Goal Area One – Sustainable Infrastructure

Key Objectives

- 35th District Court revenue plan
- Support Old Village with alternate financing TIF/SAD/BID
- New revenue sources – capital funding
- Electric vehicle (EV) charging stations
- Environmentally friendly surfaces (ex. porous pavement)
- Increase in technology infrastructure
- Continued sustainable infrastructure improvement for utilities and facilities and fleet
- Paid parking system plan/Parking deck replacement plan
- Expanded recycling and composting services and facilities
- Clean, refreshed, modernize, & maintain ADA compliant facilities
- Explore one-way street options
- Safe neighborhoods and lighting
- Maturing tree canopy
- Public safety model – sustained Fire/Police/Public Safety

One-Year Tasks

- Decide on direction for paid parking
- Evaluate city facilities to determine needs
- Acquire fleet upgrades based on last year's funding plan
- Initiate Drinking Water Asset Management (DWAM) grant activities
- Explore models for funding Old Village/Court/Public Safety/Recreation
- Explore EV charging infrastructure
- Complete funded ADA compliance projects (PCC)
- Update investment policy

II. Goal Area Two – Staff Development, Training, and Succession

Key Objectives

- Coordinated recruitment program
- Opportunity for staff to work from home – flex scheduling
- Internship program
- Hiring/retention/recruitment policy
- Increased staff levels
- Economic development professional and expanded training

One-Year Tasks

- Develop a plan for an internship program
- Explore opportunities for enhanced employee retention
- 5-year staffing projection
- Hire an additional recreation professional
- Identify positions that could work from home and define flexible scheduling procedures
- Review potential department collaborations
- Review staff certifications vs. contracting services (ex – Arborist)

III. Goal Area Three – Community Connectivity

Key Objectives

- Regional partnerships: public, private, and non-profit
- Increased residential/business education programs for active citizen participation
- Active participation with multi-governmental lobbyist (MML, CWW, etc.)
- Increase the education programs for active citizen engagement
- Robust equity, diversity, and inclusion program

One-Year Tasks

- First Step Partnership and Behavioral Health Clinician (PD)
- Continue staff training on equity, diversity, and inclusive programs
- Revive the Citizen Academy
- Produce focus groups, videos & additional outreach for citizen participation

IV. Goal Area Four Attractive, Livable Community

Key Objectives

- Vibrant commercial districts
- Appropriate mixed-use development
- Develop multi-modal transportation plan
- Implement RRC practices
- Modernize and update zoning ordinance
- Diverse housing stock
- Greater recreational opportunities/facilities for all ages
- Pursue public green space opportunities
- Connection of Hines Drive to City streets
- Implement Kellogg Park master plan
- Improved connection between Old Village and downtown

One-Year Tasks

- Audit current zoning ordinance
- Implement RRC certification 1.0 – Begin research on RRC 2.0
- Research best multi-modal practices
- Identify locations for new bike racks
- Review bike ordinance
- Develop a construction site expectations program
- Review noise ordinance
- Build multi-modal path on N. Territorial
- Outdoor dining plan with public space improvements

Next Steps

To achieve the visions and goals, the *Manager, Mayor, Commission Members, and Department Heads* will engage in the following steps:

- 1) The Manager and Department Heads review this draft and develop a proposed final draft that emphasizes "do-ability." In addition, the Manager and staff should identify the who, what, and when for moving forward.
- 2) Propose a final draft to the Commission for review, possible revision, and final adoption.
- 3) Every month, the Mayor and Manager should discuss/update some elements of the strategic plan with the Commission.
- 4) At the 6–7-month juncture, the entire team (*Manager, Mayor, Commission Members, and Staff*) will hold a dedicated meeting focusing on the status of the strategic plan.
 - a. Strategic planning total status
 - b. Update and adjust the plan and one-year tasks as necessary
- 5) Month 12/13 – The entire Leadership Team will meet to update and revise the strategic plan as appropriate and identify the one-year tasks for 2023.

Submitted by:

Lewis G. Bender, Ph.D.

lewbender@aol.com

618-792-6103 (cell)

November 13, 2021

ATTACHMENT: SWOT Analysis

SWOT Analysis – City of Plymouth – November 13, 2021

Strengths	Weaknesses
<ul style="list-style-type: none"> • Communication and follow-through • City services - customer service • Great place to work - Staff and personnel • Training and investment in staff • Supportive of volunteers • Longevity – loyalty - consistency • Plan together, strategic planning • Funding, resources • Communication amongst the staff • Flexibility, versatility, ability to adapt • Responsiveness • Small BWEC? – Flat – not a lot of layoffs • Reliability, sticktoitiveness • Follow-through, support • Vision – plan and execute the plan • External communication - residents messaging - public perception • Teamwork and pride • Problem-solving • Experience and expertise – subject matter experts – institutional knowledge • Try to get to Yes • Plymouth way! 	<ul style="list-style-type: none"> • Established patterns • Funding • Large groupthink • Diversity • Lack of perspective • Facilities • Succession • Recruitment, recruitment pipeline • Internship program • Retention • Longevity • Potential loss of institutional knowledge • Staff levels • Outdated policies • Facility maintenance • Lack of time • Victims of our own success • Reluctance to say no • Worklife balance – burnout • Lack of diversity • Distraction from the strategic plan – side-tracked – shiny things • Closed mindedness
<p>Opportunities</p> <ul style="list-style-type: none"> • Community relationships • Training and development • Succession planning • Building on strengths and opportunities • Funding – free money – grants, state and federal • Increased technology – communication • Legislation (Pandemic) • Crisis management • Crazy \$hit! • New staff – perception and ideas • Education • Training for staff and board • Shared resources – people and equipment • Working with other levels of government and non-profits • Maximize on desirability • Partnerships <ul style="list-style-type: none"> • Mutual aid • Public and Private 	<p>Threats</p> <ul style="list-style-type: none"> • Losing staff • Consolidation – being consolidated • Lean staff • Unknown developments in the future • Headlee • Tom • Court funding • Rapid inflation • Unfunded mandates • Team anger • Neighbor wars • Lack of interest in government employment • Recruitment • Pandemic • Legislation • Shiny things • Longevity • Unrealistic expectations • Mental healthy • Changing work – environment, and expectations

RESOLUTION

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

WHEREAS The City Commission of the City of Plymouth did hold a Strategic Planning Session with the City staff on November 13, 2021, and

WHEREAS This session was facilitated by Dr. Lew Bender and the group developed a five-year Strategic Plan with One Year Tasks, and

WHEREAS After review a finalized draft of the plan and tasks was developed and Provided to the City Commission for additional comments.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby endorse and Adopt the Strategic Plan for 2022 - 2027 with one-year tasks. Further, the City Commission directs the City Administration to update the Commission in accordance with the "Next Steps" as outlined in the Plan.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby directed to include a complete copy of the adopted Strategic Plan as a part of the Meeting Minutes for this meeting.



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 - Fire Truck Purchase Authorization 12-06-21.docx
Date: December 2, 2021
RE: Fire Truck Purchase

Background

The City Commission is aware that since the Commission adopted the Equipment Fleet Review and Action plan on October 4, 2021, we have been working to purchase a replacement fire truck and other equipment. The concept is to sell the existing back up fire truck, while it still has significant value (*approx. \$200,000*), rather than keep it until it has little or no value.

In addition, the Commission may be aware that, under the terms of the First Amendment to the Inter-local Agreement with Northville that, each City is required to purchase their own fire apparatus or fire trucks, with the exception of the Aerial Bucket Truck, which was jointly purchased in accordance with the revised Inter-Local Agreement with Northville and Plymouth.

The City of Plymouth has a 2015 Rosenbauer Fire Truck (1761) that is typically used as a second, full-size engine into a scene and as a primary medical response unit, especially for runs on the east side of the railroad tracks. Typically, when our 2021 Truck (1721) is sent out of the station on a call for service, mutual aid, or station coverage to Northville City, then 1761 is either sent directly to the fire scene either in the City/mutual aid partner or is moved from Station 3 to Station 2 to ensure that we always have a full size truck at the Plymouth City Hall Station.

We are very fortunate to have a very low volume of fires in the City, which in turn means very low use of our fire trucks and that is a good thing. However, that also means that we have a very expensive piece of equipment that loses a lot of value every day. The thought process is to find that "sweet spot" where the vehicle has still has significant value, but will continue losing value quickly. We have found that "sweet spot" is between five and seven years.

The City Commission should be aware of the NFPA 1901 Standard for fire apparatus service life. That standard recommends that an apparatus stay in front line service no longer than 15 years and be totally removed from service after 25 years. The problem with our trucks

is at the end of 15 years they are just like new but have little or no value due to their age. We also know that it takes approximately one year from time of order to delivery of a new truck. Delivery is also now being delayed beyond the normal one-year delivery, due to supply chain issues.

The City Commission is also aware that ISO performs ratings on Fire Departments. The ISO rating is used as one element in determining private home and business insurance rates for our citizens. Due in part to the joint operation with Northville the City of Plymouth has improved our ISO rating to a 4 from the previous 5 rating. We also feel that we are very close to a 3 rating if we can continue to make improvements to dispatching and fire inspection, as well as vehicle/equipment upgrades. In order to maintain our rating, we need to be constantly aware of all of the elements that go into the rating and work on those items. It should also be noted that the condition, maintenance and upgrades to the City's water system also are heavily factored into an ISO rating.

Obviously, one of the issues is how to pay for a truck and this issue was discussed with the Commission in early October and we were directed to use a combination of financing and proceeds from the current vehicle to purchase the new truck.

Finance Director John Scanlon has been working with Community Leasing Partners to finance the new truck and to make the pre-payment on the truck, which will result in a 10% discount on the purchase price. Community Leasing Partners has financed other fire vehicles, the Zamboni and the Vactor truck as examples.

We have reviewed a proposal from Emergency Vehicles Plus for a new Rosenbauer Truck that is similar to our existing 1721 truck, and it is available on the Sourcewell cooperative purchasing plan. We have used this plan several times as it is a national cooperative purchasing program. With the pre-pay discount the cost of the truck will be \$645,156.00. We estimate that the used truck will net us approximately \$200,000+.

While there are several pages of technical specifications on the truck, we are only including the basic design page as a part of this packet, as that is really what is probably of most interest to the City Commission. If anyone is interested in the specification book, please let me know and we can copy it for you.

RECOMMENDATION:

The City Administration recommends that the City Commission authorize the purchase of a 2022 Rosenbauer Fire Truck in the amount of \$645,156.00 *(including the 10% pre-pay discount)*. The new truck will be financed through Community Leasing Partners and cash *(from the sale of the current truck)*.

We have attached a proposed Resolution for the City Commission to consider regarding this matter. We have also attached some additional data on the vehicle for your reference. Should you have any questions in advance of the meeting please feel free to contact me.

MOTION PASSED 5-0

c. Confirmation of Emergency Actions – Chiller for Plymouth Cultural Center

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

RESOLUTION 2021-82

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.

There was a roll call vote.

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

MOTION PASSED 5-0



d. Equipment Fleet Review and Action Plan

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

RESOLUTION 2021-83

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 Tahoes (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.

Porman answered questions about the need for only one street sweeper, the list of possible additions to the fleet, and being mindful of sustainability and operating costs.

Finance Director John Scanlon explained the lease-to-own financing the City has used for fire trucks.

Porman asked that the resolution add the word "each" after the \$45,000 cost of the PD Tahoes.

There was a roll call vote.

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

MOTION PASSED 5-0

e. Police Command Officer Contract Tentative Agreement

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

RESOLUTION 2021-84

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 without any changes, including no increases in salary as a result of the many unknowns related to Covid pandemic; and

WHEREAS The City and the union have in good faith met and discussed a new agreement that would begin on January 1, 2022; and

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

EVA+ EMERGENCY VEHICLES PLUS

November 11, 2021

City of Plymouth
201 S. Main St.
Plymouth, MI. 48170
City Manager Paul Sincock

Dear Mr. Sincock

We would like to thank you for allowing us to offer you pricing on a 2022 Rosenbauer pumper with delivery within 395 days after signing of Production specifications and drawing.

This unit will have a full 5 yrs. warranty on the chassis and the body at delivery.

Pricing break down:

Total cost of this unit is \$666,592.00.

Pre-Pay Discount Option

100% Pre-pay discount \$21,436.00 – 666592.00 = 645,156.00

If you choose the prepay option payment must be made within 10 days of contract signing or P.O.

The above pricing is valid till December 31st 2021

Due to the current condition in the country with COVID-19 VIRUS, Rosenbauer will NOT be responsible for delays from our suppliers that would interfere with timely delivery time.

Emergency Vehicles Plus is a fully dedicated fire and emergency sales and service facility.

If you have any questions, please contact me at (734)439-1218.

Sincerely,



Bob Colter
Apparatus Sales Manager

City of Plymouth
201 S. Main St
Plymouth, MI 48170



Date: November 15, 2021

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the City of Plymouth, hereinafter called the Buyer and an officer of Rosenbauer South Dakota, LLC, hereinafter called the Company, the following apparatus and equipment.

One (1) Rosenbauer Pumper, complete with Rosenbauer Commander chassis per attached specifications.	\$666,592.00 each
IF ANY PREPAY PAYMENTS ARE MADE THEY WILL BE SUBTRACTED FROM FINAL INVOICE.	
Gross due upon completion and delivery total	TOTAL \$666,592.00

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

DELIVERY:

The estimated delivery time for the completed apparatus, is to be made 395 days after receipt of and approval of this contract duly executed, (chassis and (or) major components must arrive within 230 days or delivery may be extended), subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. "Delivery" means the date company is prepared to make physical possession of vehicle available to customer.

CONTRACT CHANGES:

After execution and acceptance of this Contract, the Buyer may request that the Company incorporate a change to the Products or the Specifications for the Products by delivering a Change Order to the Company; provided, however, that any such Change Order must be in writing and include a description of the proposed change sufficient to permit the Company to evaluate the feasibility of such Change Order. Within seven (7) working days of receipt of a Change Order, the Company will inform the Buyer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or delivery resulting from such Change Order. The Company shall not be liable to the Buyer for any delay in performance or delivery arising from any such Change Order. Purchase Price may be modified only by mutual written agreement of the Parties because of changes to the Apparatus required or requested by the Buyer during the construction process pursuant to Appendix C, Change Order Policy. Any changes in the Purchase Price resulting from changes to the Apparatus required or requested by the Buyer during the construction process shall be stated in the Change Order signed by both parties. Additional Changes: If various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) require changes to the specification and/or the product that result in a cost increase to comply therewith this cost will be added to the Purchase Price to be paid by the customer.

FORCE MAJEURE:

The Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Company's control which make the Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

www.rosenbaueramerica.com

info@rosenbaueramerica.com

ROSENBAUER SOUTH DAKOTA, LLC.
100 THIRD STREET
P.O. BOX 57
LYONS, SOUTH DAKOTA 57041
P: 605.543.5591

ROSENBAUER MINNESOTA, LLC.
5131 280TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER MOTORS, LLC
5190 280TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER AERIALS, LLC
370 SOUTH BROAD STREET
FREMONT, NEBRASKA 68025
P: 402.721.7622



PAYMENT TERMS:

Final payment for the apparatus shall be made at time of delivery or pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to deliver. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon delivery of the apparatus or upon pickup of the apparatus by the Buyer, the Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and testing, any defects should develop, the Company shall be given reasonable time to correct changes. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer. *NOTE: upon final inspection at the factory for pick-up or delivery, the Buyer will need to supply a Certificate of Insurance and full payment prior to release of the vehicle, unless prior arrangements for vehicle's release have been made. □

TITLE:

The Apparatus shall always be the property of the Company until it is delivered to the Buyer pursuant to the terms of this agreement. The Company shall bear the sole responsibility and risk for destruction, loss or damage to the apparatus, or any portion of the Apparatus, through the date and time it is delivered to the Buyer. The Company shall deliver good and merchantable title to the Apparatus at the time it is delivered to the Buyer. The Buyer shall bear the sole responsibility and risk for destruction, loss or damage to the Apparatus upon the date and time it takes delivery of the Apparatus.

PIGGY BACK ORDERS:

The Company, at its sole discretion, will allow the terms of the contract to be extended to both the Buyer, as well as to other Municipal, State, or Federal agencies for similar unit(s). The Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, the Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/ or commercial heavy truck industries.

MISCELLANEOUS PROVISIONS:

This agreement shall be construed in accordance with the laws of the State of South Dakota. The parties agree that any litigation arising from or in connection with any dispute between the parties under this agreement shall be venue in South Dakota. The parties agree that this agreement bears a rational relationship to the State of South Dakota, and they consent to the personal jurisdiction of such state and further consent and stipulate to venue in the above described court.

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Respectfully submitted,

Dealer: Emergency Vehicles Plus

Sales Rep: Bob Colter

Buyer:
We accept the above proposal and enter into contract with signature below.

Title: _____

Title: _____

Date

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company thereby putting the document in force.

Rosenbauer South Dakota, LLC

Title: _____

Date

www.rosenbaueramerica.com

info@rosenbaueramerica.com

ROSENBAUER SOUTH DAKOTA, LLC.
100 THIRD STREET
P.O. BOX 57
LYONS, SOUTH DAKOTA 57041
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5181 260TH STREET
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ROSENBAUER MOTORS, LLC
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870 SOUTH BROAD STREET
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**APPENDIX C
CHANGE ORDER POLICY**

This change order policy is intended to reflect the increased cost of changes which result in delayed deliveries, confused paperwork, poor production flow and increased potential of trucks being built to incorrect specifications. With your cooperation, changes can be kept to a minimum which means we will be able to reduce lead times, increase production and maintain costs which will benefit all of us.

Our objective is accurate, high quality and on-time deliveries exceeding our customer expectations.

Changes any time after the order is received may delay the quoted delivery date. Significant design or component changes will have the largest impact on the schedule and quoted delivery date. Changes that occur later in the process will also have the largest impact on the schedule and quoted delivery date.

All time fences are reference to contract execution date if not otherwise stated.

Change Window #1

All changes will be priced at standard pricing and specials will be priced through our normal process. Significant changes made to the vehicle during this time period may result in a delivery extension.

- RBM Chassis 0-60 days
- RBA Aerial 0-60 days
- Rosenbauer Body 0-60 days

Change Window #2

All changes are subject to a 25% mark-up, as well as a \$250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues.

- RBM Chassis 61-75 days
- RBA Aerial 61-75 days
- Rosenbauer Body 61-120 days

Change Window #3

All changes are subject to a 50% mark-up, and 50% restocking fee on deleted items, as well as a \$250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues. No major components can be changed at this time; major components are considered engine, transmission, axles, suspension, cab, frame (wheelbase), seats, water pump and water tank.

- RBM Chassis 76-120 days
- RBA Aerial 76-120 days
- Rosenbauer Body 121-180 days

Change Window #4

Changes are not recommended at this time. Any changes requested will be priced on a time and material basis, as well as a \$500.00 change order processing fee. Any changes requested, and that are quoted to the customer, must be approved by the customer within three days or they will not be valid.

- RBM Chassis After 120 days
- RBA Aerial After 120 days
- Rosenbauer Body After 180 days

**Note: Any late change orders that are factory driven will be done at cost and no additional mark up or penalties will apply.*

BUYER INITIALS: _____

www.rosenbaueramerica.com

info@rosenbaueramerica.com

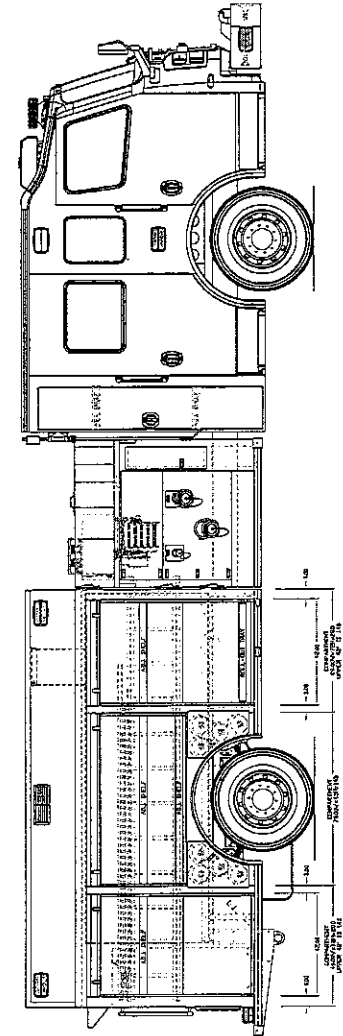
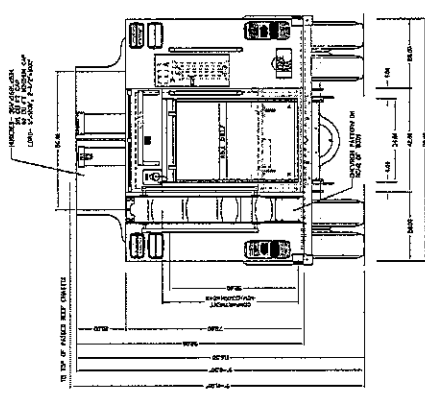
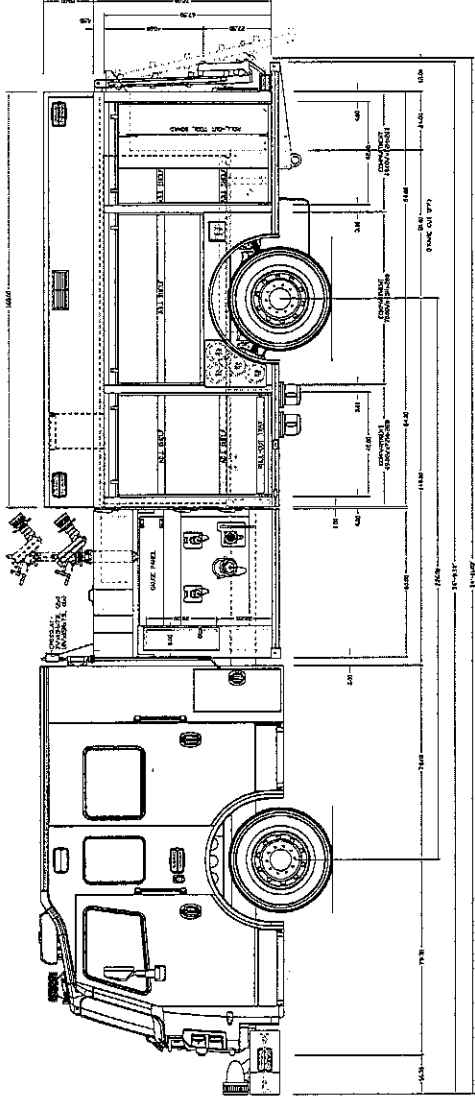
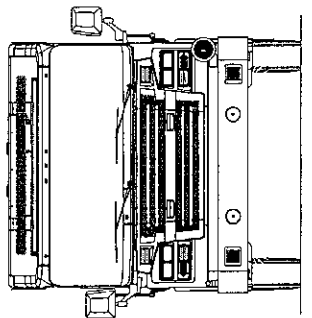
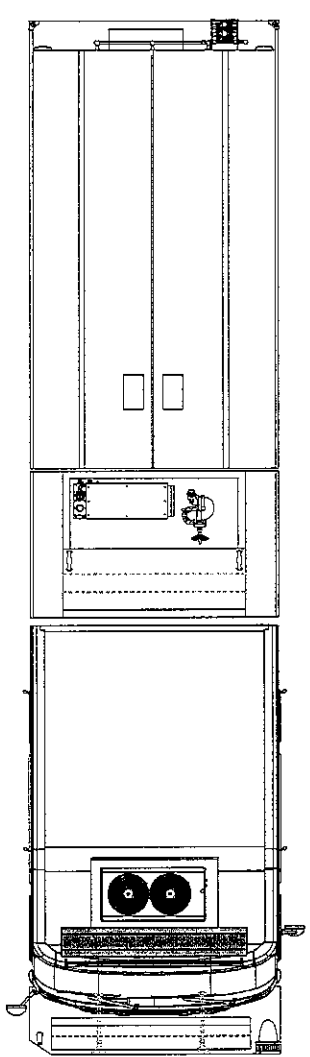
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- NOTES:
1. OVERALL HEIGHT IS IN LOAD CONDITION. HEIGHTS SHOWN MAY BE 4" ABOVE HEIGHTS SHOWN.
 2. DO NOT SCALE DRAWING.
 3. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO ENGINEERING CHANGES.
 4. DRAWINGS MAY OR MAY NOT SHOW ALL ITEMS AS DESCRIBED IN THE WRITTEN DETAIL SPECIFICATIONS.
 5. INCLUSION OF AN ITEM ON THE DRAWING DOES NOT CONSTITUTE AN INCLUSION OF THAT ITEM WITH THE FINAL DELIVERED UNIT.
 6. THE EFFECTIVE DOOR OPENINGS WILL BE APPROX. 2" LESS THAN THE NOTED DIMENSIONS. DIMENSIONS FOR DOOR OPENINGS AND UP TO APPROX. 1/2" LESS FOR HINGED DOORS.



APPROVED BY:

CHASSIS:	ROSENBAUER 7011
PUMP:	HALE 1500 GPM
TANK:	POLY/1000/20(F0AM)
PANEL MATL:	LINE X
COMP INTERIOR:	LINE X
MAXIMUM HEIGHT:	NONE
MAXIMUM LENGTH:	NONE
BODY WIDTH:	98"

PLYMOUTH F.D.,
MI



ROSENBAUER CT 3/16"
plymouth, mi

R E S O L U T I O N

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

WHEREAS The City of Plymouth and the City of Northville offer fire services to their residents
Through an Inter-Local Agreement between the two communities, and

WHEREAS As a part of the agreement the two cities are responsible for the purchase and
Replacement of Fire Apparatus (trucks) for their own City, and

WHEREAS The City of Plymouth has a 2016 Fire Truck, and

WHEREAS The City of Plymouth received a proposal from Rosenbauer pumper to meet
the needs of the Department to include a 1,500 GPM pump, on board foam
capacity, and a 1,000-gallon booster tank, and

NOW THEREFORE BE IT RESOLVED THAT the Plymouth City Commission authorize the purchase of 2022 Rosenbauer Fire Truck from Emergency Vehicles Plus of Milan, Michigan. Further, financing of the vehicle is authorized with Community Leasing Partners. The total cost of the vehicle, including the 10% pre-pay discount is \$645,156.00. Still further, the City shall use the proceeds of the future sale of the existing truck in the total finance package.