

### Plymouth City Commission Regular Meeting Agenda

Monday, January 3, 2022 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 - <a href="https://us02web.zoom.us/j/89254007432">https://us02web.zoom.us/j/89254007432</a> Webinar ID: 892 5400 7432 Passcode - 346425 International numbers available: <a href="https://us02web.zoom.us/u/keiTE8az9a">https://us02web.zoom.us/u/keiTE8az9a</a>

#### 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 December 20, 2021 City Commission Regular Meeting Minutes
- 5. COMMISSION COMMENTS
- 6. OLD BUSINESS
  - a. Strategic Plan

#### 7. NEW BUSINESS

- a. Authorization to Buy a Vactor Truck
- b. Ordinance Amendment 1st Reading Adoption of Wayne County Storm Water Standards

#### 8. REPORTS AND CORRESPONDENCE

- a. Liaison Reports
- b. Appointments

#### ADJOURNMENT

<u>Citizen Comments</u> - 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.

<u>Consent Agenda</u>- 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 City Commission Regular Meeting Minutes Monday, December 20, 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

#### 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

Ellen Elliott, 404 Irvin, thanked Cox for the City's police presence at an incident at the high school campus. She also thanked Downtown Development Authority Coordinator Sam Plymale for his communication to the DDA Board.

Ed Krol, 1108 Beech, asked Cox if there was any update about the high school incident. Cox said the Canton Township Police Department is investigating.

Carly Cirilli, 202 N. Mill, said she was happy to see environmental-friendly policies and citizen engagement in the strategic plan. She had several additional suggestions about these topics.

State Representative Matt Koleszar gave an update on the state's budget and several public acts.

#### 3. APPROVAL OF THE AGENDA

O'Donnell offered a motion, seconded by Sebastian, to approve the agenda for Monday, December 20, 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 December 6, 2021 City Commission Regular Meeting Minutes
- b. Approval of November 2021 Bills

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

There was a roll call vote.

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

MOTION PASSED 7-0

#### 5. COMMISSION COMMENTS

There were no commission comments.

#### 6. AUDIT PRESENTATION - PSLZ

Raina Evans from PSLZ gave a brief presentation and said she would provide the City Commission with a printed copy of the audit soon. The Commission agreed to discuss it with her at the January 18 meeting.

#### 7. OLD BUSINESS

Filipczak offered a motion, seconded by Sebastian, to amend the agenda to add the strategic plan to old business.

There was a roll call vote.

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

#### MOTION PASSED 7-0

a. Strategic Plan

Moroz offered a motion, seconded by O'Donnell, to table item 7.a

There was a roll call vote.

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

#### MOTION PASSED 7-0

#### 8. NEW BUSINESS

a. Final Payment to Audia Construction

#### **RESOLUTION 2021-100**

WHEREAS The City

The City completed 2021 Sidewalk Repair & Utility Patch Program; and

WHEREAS

The project has been completed by Audia Construction and they are requesting first and final payment on the project.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize final payment to Audia Construction Corporation in the amount of \$94,835.37. Further, funding for this project is to be authorized from the Water and Sewer Fund, Street Funds and Sidewalk Improvement Funds.

There was a roll call vote.

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

#### MOTION PASSED 7-0

b. Emergency Replacement of Water Meter Reader

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

#### RESOLUTION 2021-101

WHEREAS The City of Plymouth operates a Water and Sewer system as an Enterprise Fund and cash flow to the fund is through water and sewer bills; and

WHEREAS The City's computer water meter reading device has failed and due to the age
Of the unit it is no longer serviced, and parts are not available, further the unit
Is approximately 14 years old, and

WHEREAS A replacement unit is a sole source vendor piece of equipment due to the Proprietary nature of the water meter system and sending data to the reader.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of Neptune MRXZ 920 Mobile Data Collector from Ferguson Waterworks in Warren, Michigan in the amount of \$9,285.71. Further, funding for this purchase is authorized from the City's Water and Sewer Fund.

There was a roll call vote.

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

#### MOTION PASSED 7-0

c. Pedestrian Improvements – RRFB Crossing Light Authorization

#### RESOLUTION 2021-102

WHEREAS The City Master Plan and the City Strategic Plan calls for improvements to sidewalks and the walkability of the City; and

WHEREAS The City Commission has previously authorized design work for Rectangular Rapid Flashing Beacon (RRFB) lights to assist with cross walks at five locations in the City; and

WHEREAS The City Engineer has already begun design work on the intersections for possible future ADA compliance issues; and

WHEREAS There is a need to order the RRFB and related parts in order to avoid supply chain issues in the future, and the City Engineer has sent over the quotation from Rauhorn Electric for the RRFB.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of RRFB equipment as proposed by Rauhorn Electric in the amount of \$89,820.00.

There was a roll call vote.

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

#### MOTION PASSED 7-0

#### 9. REPORTS AND CORRESPONDENCE

- a. PA202 Pension and OPEB Report Sincock reviewed the report.
- Liaison Reports
   O'Donnell said the Planning Commission approved a new development at the Ann Arbor Rd./Sheldon intersection.

Maguire said she would be meeting with the library board on December 21.

c. Appointments

Moroz announced the appointment of Jennifer Mariucci to the Planning Commission.

#### 10. ADJOURNMENT

A motion to adjourn was offered by Maguire and seconded by Sebastian. Maguire rescinded her motion so the City Commission to allow the group to vote on the Planning Commission appointment.

O'Donnell offered a motion, seconded by Sebastian, to approve the appointment of Jennifer Mariucci to the Planning Commission.

There was a roll call vote.

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

MOTION PASSED 7-0

Maguire offered a motion, seconded by Filipczak, to adjourn the meeting at 7:57 p.m.

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



### Administrative Recommendation

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

www.plymouthmi.gov Phone 734-453-1234 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 Tabling Motion 01-03-22.docx

Date:

December 28, 2021

RE:

Strategic Plan Adoption

#### Background

It is the City Administration's understanding that the City Commission would like additional time to further review the proposed Strategic Plan prior to adoption. However, they would like to discuss the plan prior to tabling any action.

We would suggest that a simple motion be made to adopt the plan, this will get the item "on the table." This then allows the City Commission to discuss the plan. Once discussion is complete, a member of the City Commission would need to make a motion to table any action on the issue. That will put a stop to discussion and if the tabling motion is passed, then there can be no vote on the adoption motion. The item will automatically appear on the next regular agenda for possible adoption. There is no discussion on a tabling motion.

We have attached a copy of the proposed Strategic Plan that was in the December 6, 2021, agenda packet.

#### Recommendation

We have prepared two proposed Resolutions for the City Commission to consider regarding adoption and after Commission discussion a tabling motion to prevent a vote on the adoption motion. If you have any questions, please feel free to contact me.

# 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.

#### Goal Area One – Sustainable Infrastructure Key Objectives

- 35<sup>th</sup> 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.)
- 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

- · 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!

#### Weaknesses

- Established patterns
- Funding
- Large groupthink
- 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
- Work-life balance burnout
- Lack of diversity
- Distraction from the strategic plan sidetracked – shiny things
- Closed mindedness

#### Opportunities

- 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
- 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
  - Mutual aid
  - · Public and Private

#### Threats

- Losing staff
- Consolidation being consolidated
- Lean staff
- Unknown developments in the future
- Headlee
- Court funding
- Rapid inflation
- Unfunded mandates
- Team angery
- Neighbor wars
- Lack of interest in government employment
- Recruitment
- Pandemic
- Legislation
- Shiny things
- Longevity
- Unrealistic expectations
- Mental healthy
- Changing work environment, and expectations

### RESOLUTION

ine tolic	wing Resolution was offered by	and it was seconded by
WHEREAS	The City Commission is in the process of reviewing One-Year tasks.	g the proposed Strategic Plan and
	EFORE BE IT RESOLVED THAT the City Commission or roposed Strategic Plan and One-Year Tasks.	of the City of Plymouth does hereby adop
	AFTER DISCUSSION TABLE	ING MOTION
The follo	owing motion was offered by	and seconded by
I move that	t the City Commission table action on the adoption o	of the proposed Strategic Plan at this



#### 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 - Vactor Purchase 01-03-22.docx

Date: December 28, 2021

RE: Authorization to Purchase a Vactor Truck

#### 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 Vactor truck and other equipment. The plan is to trade the current Vactor in at the guaranteed buy back price of \$162,000 and use that funding as the down payment on the new 2023 Vactor. The cost of the new Vactor will be \$479,639, less the buy back or trade in of the current unit. Making our purchase cost of \$317,639.00. We will be using the Sourcewell group purchasing plan for this purchase. This program is similar to the Oakland County Purchasing program and the State of Michigan Purchasing Plan. Sourcewell bids these very specialized pieces of equipment nationally, rather than on a county or state basis. We have used the Sourcewell plan numerous times over the years as it was formerly known as the NJPA plan.

Due to the significant lead time for this unit and supply chain issues we will actually be purchasing a 2023 model as the Freightliner chassis will be their 2023 model by the time our unit is assembled.

In October of 2021, we were estimating the Vactor cost to be in the \$500 – 600,000 range. However, we are pleased that we can authorize this purchase under the 2021 pricing and save some expenses. Funding for this purchase will be from the Water-Sewer Fund as that is where the majority of the work is completed.

We have attached a copy of the City Commission Meeting Minutes from October 4, 2021, where the Commission authorized the City Administration to move forward with bringing purchase packets forward for a variety of vehicles. This is the second approval based on the October Resolution. We have also attached a memorandum from Chris Porman at the Department of Municipal Services with additional background information.

#### RECOMMENDATION:

The City Administration recommends that the City Commission authorize the purchase of a 2023 Rosenbauer Vactor Truck in the amount of \$317,639 (including the 10% trade in of the 2017 Vactor). The new truck will be funded through the Water and Sewer Fund.

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 Chris Porman or myself.

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>	Approx. Cost	Funding Source
Fire Truck (late 2022/23)	\$700,000 – (\$200,000 trade in)	Community Leasing Partners
<b>&gt;</b> Vactor	\$600,000 — (\$162,000 buy back)	Water/Sewer Fund
Street Sweeper	\$300,000	Solid Waste Fund
PD Tahoes (2)	\$45,000 Comm	nunity 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

WHEREAS

e. Police Command Officer Contract Tentative Agreement

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

RESOLUTION	<u>2021-84</u>
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

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



## **Department of Municipal Services**

1231 Goldsmith Plymouth, MI 48170

734-453-7737 phone

734-455-1666 fax

Date: Tuesday, December 27, 2021 To: Paul J. Sincock, City Manager

From: Chris S. Porman, Assistant City Manager

Adam Gerlach, Assistant Director of Municipal Services

Re: Authorization to Purchase Vactor Model 2100i

#### Background

The City of Plymouth Department of Municipal Services has used a Vactor sewer cleaning truck as part of its fleet for several years. This piece of equipment is used on an almost daily basis. The Vactor is used as an integral part of the sewer cleaning operations for both the sanitary and storm systems. In addition, we use this truck to dig holes (hydro excavate) for many of our routine maintenance duties, including everything from repairing water mains, planting trees, installing sign poles, replacing fire hydrants, and replacing light pole bases.

Our current Vactor is nearly 5 years old, and we have traditionally replaced these trucks on a 5-year cycle. By doing so, we historically stay ahead of the costly repairs of owning such a specialized piece of equipment as it ages in years and hours of use. The maintenance cost for this piece of equipment have been minimal over the last 5 years, except for the most recent emergency repairs. We have a proven track record related to the care of our Vactor trucks over the years, which has helped us stay ahead of costly repairs. With the 5-year replacement cycle, and the condition with which we turn our Vactor truck in at the 5-year mark, we have saved considerably on the maintenance expenses, while maximizing a guaranteed buy back price. The guaranteed buyback is not something afforded to every community, but has been available to us based on our relationship with the vendor.

Our current Vactor's 5-year cycle is set to expire at the end of July of 2022; however, we need to move now on the replacement to lock in the pricing before the end of January increase as well as the considerable lead time. Currently, there is an unprecedented 8-to-10-month lead time from order date to delivery date should we place a new order today; meaning we would not receive a new Vactor until Fall of 2022. This extreme lead time is supply chain related for the chassis manufacturer and is compounded by the strong demand for Vactor units by many communities due to relief funds from the Federal government.

Jack Doheny Supplies, with an office in Northville, MI has a Vactor truck that is currently in the queue to be built and will be available this Fall should we receive commission approval. Our staff have reviewed the specifications for the truck in the queue and found that it is equipped

with everything we wanted in the truck, plus a couple additional safety features such as front and rear cameras, extra warning lights and work lights (which we did not have on our previous version). We have met with the Customer Service Representative multiple times and have been in constant contact via e-mail and over the phone. He has presented us with a signed quote for this truck, as well as the guaranteed buy-back option after 5 years of service.

#### Recommendation

We would recommend that the City of Plymouth purchase the 2023 Vactor Model 2100i combination sewer vacuum and high-pressure jet rodder with centrifugal fan and 15 cubic yard debris hopper capacity, equipped as stated in the detail sheets from Jack Doheny Supplies, Inc. We would also recommend that we purchase this truck through the Sourcewell national purchasing program (formerly NJPA). Sourcewell is like the State of Michigan MIDEAL purchasing program we have used over the years. The contract was competitively procured, but it was done at the national level instead of just the state.

We have enclosed the copy of the summary quotation from our Customer Service Representative at Jack Doheny which includes the guaranteed trade-in, and a copy of the detail sheet on the new Vactor truck showing the cost. The purchase of this Vactor will be funded through the Water/sewer fund.

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

#### Porman, Chris

From:

Snyder, David < DavidSnyder@dohenycompany.com>

Sent:

Tuesday, December 21, 2021 3:23 PM

To:

Porman, Chris

Cc:

Mazzara, Adam; Rozycki, Ryan

Subject:

Plymouth Vactor-Sourcewell Quote-Proposal #17154 12.20.21

Attachments:

Vactor Sourcewell Proposal - City of Plymouth 12.21.2021.pdf; Future Trade Allowance

Agreement - City of Plymouth.pdf

#### Chris,

Provisions have been made to prepare this quote to allow your Council's Approval in the month of January ahead of your normally scheduled July 2022 budget request. This will allow JDC current supply-chain lead-time delays to replace your 2017 under its 2017 Buyback terms (3Q-2022). Please note we're in process of ordering a unit meeting these specs prior to the January 1, 2022, Vactor 3% price-increase. This is the only way we can guarantee Proposal #17154 pricing in the month of January 2022.

Please note the purchase date terms noted on Signature Page:

\*\* If an order for this quote proposal is not received by December 30, 2021, a manufacturer price increase of 3% will apply \*\*

Please disregard if the City of Plymouth Council can approve and execute at a regularly scheduled Council Meetings prior to January 31, 2022. The machine being pre-ordered now (2021) will become Plymouth's per proposal #17154 pricing. Otherwise, it'll likely be assigned to another Municipality within JDC Sales Territories after January 31, 2022. The delays we're expecting with 2022 orders are unprecedented as I'm sure you're experiencing with other equipment vendors.

Also in your proposal is a 5-Year Future Trade allowance which is unique in that we've had several positive experiences whereby the City of Plymouth Motor Pool has shown a high-level of equipment maintenance to provide this confidence. This "Future Trade Allowance" agreement will become part of your Purchase Contract with JDC per terms of this attached document.

Please contact Adam Mazzara or me for any questions you may have.

Thank You and Merry Christmas from Adam and myself,



#### **DAVID SNYDER**

Regional Sales Representative -Municipal

**0:** 248-349-0904 x1119

**D:** 248-465-9879

C: 248-939-3223

#### **DOHENYCOMPANY.COM**







Date: 12/20/2021 Branch: 1100-Northville

Combination Single Engine Dual Stage Sewer Cleaner with Hydrostatic Driven Vacuum System Mounted on a Heavy Duty Truck Chassis



Sourcewell Contract #122017-FSC

City of Plymouth 201 South Main Street Plymouth, MI 48170 734/453-1234

BM ID# 2021-44957 PROPOSAL ID# 17154

**DOHENYCOMPANY.COM** 

List Selected

			List	Selected
1	2115-SE2-PLUS	2100i Single Engine Fan, Dual Stage, 15 yrd Debris, Combo	\$284,106.00	\$284,106.00
1	2017P	Additional Water, 1500 Gal Total (15 yrd)	\$4,384.00	\$4,384.00
1	3002PSTD	Vacuum, Single Engine - Dual Stage Fan	STD	\$0.00
1	5004PB	100 GPM/2000 PSI - Does Not Include Rodder Hose	\$2,320.00	\$2,320.00
1	011PSTD	Aluminum Fenders	STD	STD
1	012PSTD	Mud Flaps	STD	STD
1	014PSTD	Electric/Hydraulic Four Way Boom	STD	STD
1	016PSTD	Color Coded Sealed Electrical System	STD	STD
1	019PASTD	Intuitouch Electronic Package	STD	STD
1	020PSTD	Double Acting Hoist Cylinder	STD	STD
1	025PSTD	Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects	STD	STD
1	026PSTD	Ex-Ten Steel Cylindrical Debris Tank	STD	STD
1	030PSTD	Flexible Hose Guide	STD	STD
1	032PSTD	(3) Nozzles with Carbide Inserts w/Rack	STD	STD
1	045PSTD	Suction Tube Storage - 4 Pipe	STD	STD
1	046PSTD	1" Nozzle Pipe	STD	STD
1	1001PSTD	Flat Rear Door w/Hydraulic Locks	STD	STD
1	1005PSTD	Dual Stainless Steel Float Shut Off System	STD	STD
1	1024PSTD	Debris Body Vacuum Relief System	STD	STD
1	1031PSTD	Debris Deflector Plate	STD	STD
1	1033PSTD	60" Dump Height	STD	STD
1	2001PSTD	Low Water Alarm with Water Pump Flow Indicator	STD	STD
1	2011PSTD	3" Y-Strainer at Passenger Side Fill	STD	STD
1	2022PSTD	Additional Water Tank Sight Gauge	STD	STD
1	2023PSTD	Liquid Float Level Indicator	STD	STD
1	3019PSTD	Digital Water Pressure Gauge	STD	STD
1	4006PSTD	Joystick Boom Control	\$TD	STD
1	4010PSTD	Boom Hose Storage, Post	STD	STD
1	5010PSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve	STD	STD
1	5011PSTD	3" Y-Strainer @ Water Pump	<b>S</b> TD	STD
1	5012PSTD	Performance Package	STD	STD
1	5014PSTD	1" Water Relief Valve	STD	STD
1	5015PSTD	Midship High Pressure Coupling	STD	STD
1	5022PSTD	Side Mounted Water Pump	\$TD	STD
1	6005PDSTD	Digital Hose Footage Counter	STD	STD
1	6007PSTD	Hose Reel Manual Hyd Extend/Retract	STD	STD
1	6009PSTD	Hose Reel Chain Cover	STD	STD
Н	6020PBSTD	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity	STD	STD
1	6017PSTD	Hydraulic Tank Shutoff Valves	STD	STD
1	7001PSTD	Tachometer/Chassis Engine w/Hourmeter	STD	STD
1	7003PSTD	Water Pump Hour Meter	STD	STD
1	7004PSTD	PTO Hour Meter	STD	STD
1	7005PSTD	Hydraulic Oil Temp Alarm	STD	STD
-	8000PSTD	Circuit Breakers	STD	STD

1	8025PSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn	STD	STD
1	9002PSTD	Tow Hooks, Front	STD	STD
1	9002PSTD	Tow Hooks, Rear	STD	STD
1	9003PSTD	Electronic Back-Up Alarm	STD	STD
1	9021PSTD	Camera System, Rear Only	STD	STD
1	S390ASTD	8" Vacuum Pipe Package	STD	STD
1	S560STD	Emergency Flare Kit	STD	STD
1	S590STD	Fire Extinguisher 5 Lbs.	STD	STD
1	009P	Control Panel Box with Lighting	\$268.00	\$268.00
1	1003P	Debris Body Washout	\$1,649.00	\$1,649.00
1	1005PA	S.S Float Ball Cage for Float Shut Off System	\$601.00	\$601.00
1	1009P	Internally Mounted Trash Pump w/Screen	\$11,484.00	\$11,484.00
1	1014PA	Centrifugal Separators (Cyclones), 304 Stainless Steel	\$7,433.00	\$7,433.00
1	1015P	Folding Pipe Rack, Curbside, 8" Pipe	\$1,143.00	\$1,143.00
1	1015PA	Folding Pipe Rack, Streetside, 8" Pipe	\$1,143.00	\$1,143.00
1	1015PBFSTD	Fixed Rear Door Pipe Rack, 8" Pipe	STD	\$TD
1	1022P	Rear Door Splash Shield	\$1,679.00	\$1,679.00
1	1023P	Lube Manifold	\$2,493.00	\$2,493.00
1	1023PA	Plastic Lube Chart, included with Lube Manifold	STD	\$ <u>7,133103</u> STD
1	1025P	Flat Rear Door Ports	\$268.00	\$268.00
1	2006P	Air Purge	\$1,412.00	\$1,412.00
_	2021P	3" Y-Strainer at Driver Side Fill	\$786.00	\$786.00
	3020P	Digital Water Level Indicator	\$734.00	\$734.00
	3021P	Digital Debris Body Level Indicator	\$984.00	\$984.00
_	4015P	180 deg. 10ft Telescoping Boom	\$16,681.00	\$16,681.00
1	4011PB	Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display	\$3,395.00	\$3,395.00
1	4013P	Rotatable Boom Inlet Hose, Telescoping Boom	\$618.00	\$618.00
1	4022PA	Telescopic Boom Elbow, Hard Hat Style	\$493.00	\$493.00
$\frac{1}{1}$	5008PB	Cold Weather Recirculator, PTO Driven, 25 GPM	\$1,873.00	
1	5015P	High Pressure Couplers, Front and Rear	\$659.00	\$1,873.00
1	5019P	Chassis Engine Cooling Package	\$3,825.00	\$659.00
		Hydro Excavation Kit - Includes Lances, Nozzles,	\$3,623,00	\$3,825.00
1	5021PC	Storage Tray, and Vacuum Tube	\$2 <b>,</b> 839.00	\$2,839.00
1	5023P	Fan Flushout System	\$545.00	\$545.00
1	5029P	Cyclone Washout System	\$529.00	\$529.00
1	6002PB	600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$989.00	\$989.00
1	6007PC	Hose Wind Guide (Dual Roller), Auto, Hydraulically Indexing with Pinch Roller	\$6,500.00	\$6,500.00
1	6014P	High Pressured Hose Reel	\$1,593.00	\$1,593.00
1	6019P	Rodder Pump Drain Valves	\$534.00	\$534.00
1	6027PA	25' Leader Hose ( in lieu of standard)	\$374.00	\$374.00
	6031P	Front Hose Reel Storage	\$320.00	\$320.00
	8001PM	Rear Directional Control, LED Arrowstick	\$1,919.00	\$1,919.00
	8002PA	Waterproof, Rechargable, Wireless, Handheld, LED Spot Light w/12V Charger and Plug	\$387.00	\$387.00
1	8027P	LED Mid-Ship Turn Signals	\$582.00	\$582.00
1	8028P	Worklights (2), LED, Telescoping Boom	\$860.00	\$860.00

1	8029P	Worklights (2), LED, Rear Door	1	\$698.00		\$698.00
1	8029PB	Worklight, LED, Hose Reel Manhole		\$640.00	"	\$640.00
1	8029PC	Worklight, LED, Curb Side		\$635.00		\$635.00
. 1	8029PD	Worklight, LED, Street Side		\$635.00		\$635.00
1	9023PA	Safety Cone Storage Rack - Post Style		\$176.00		\$176.00
1	9070PA	Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers		\$2,129.00		\$2,129.00
1	9070PB	Long Handle Tool Storage		\$376.00		\$376.00
1	9071PE	Toolbox, Behind Cab - 16w 30h x 96d		\$3,396.00		\$3,396.00
1	9072PB	Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d		\$1,720.00		\$1,720.00
1	9075PC_	Toolbox, Driver Side Subframe, 36w x 20h x 12d		\$1,422.00		\$1,422.00
1	P112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base		STD		STD
1	P124STD	Vactor 2100i Body Decal, Standard		STD		STD
1	LOGO-APPL.	Vactor/Guzzler Logos - Applied		STD		STD
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer		STD		STD
1	500655-30	1 Printed Full Vactor Manual		\$150.00		\$150.00
1	Chassis- Mod	Chassis Modifications Charges		\$325.00		\$325.00
1	R15424	Stainless Steel Inner Boom Tube		\$3,202.00		\$325.00
1	R41474	Telescopic Boom Cleanout		\$3,000.00		\$325.00
1	R41236	14 Light Package, 14 Federal Signal Strobe Lights, LED (Amber/Green/White Color)		\$4,170.00		\$325.00
	Chassis:					
1	114SD370TAUS	JDC Supplied Chassis: 2023 Freightliner 114SD Tandem Axle Chassis, Cummins 9L, 370 HP Engine, Allison 3000RDS Automatic Transmission	\$	105,717.00	\$	105,717.00
	Non-Sourcewe	all Ontions:		-		Sale Price
1 :	7874024-30	Upper Manhole Roller Guide	\$	194.25	\$	194.25
	7077027-30	Topper manifole Koller Guide	Ą	154.23	P	154.25

Module Paint Color - Blue Cab Color - White

**Sourcewell Build-Proposal Summary** 

Module/Options Total:		
Options Sourcewell Discount 3%:		11,450.37
Module/Options Total per Sourcewell Price Schedule:		370,228.63
Non Sourcewell Options Total:	\$	194.25
Total with Module and All Options:	\$	370,422.00
JDC Supplied Chassis:	\$	105,717.00
Total with Module, Options, and Chassis:		476,139.00
Freight and PDI:	\$	3,500.00
Field Training:		-
Total:	\$	479,639.00
Guaranteed Trade-In Allowance (2017 Vactor):	\$	(162,000.00)
Total with Trade-In:		317,639.00

<sup>\*\*</sup> If an order for this quote proposal is not received by December 30, 2021, a manufacturer price increase of 3% will apply \*\*

#### **Future Trade In Allowance:**

5-year - 40% = \$192,783.60

#### Terms and Conditions

Acceptance of this Proposal is subject to availability of the Equipment listed above.

Sales Price does not include any applicable sales taxes. Buyer is responsible for and agrees to pay all applicable sales tax.

The Sale of New Equipment Terms and Conditions are incorporated into and made a part of this Proposal upon acceptance and execution of this Proposal by both parties.

Execution of this Proposal by Seller and Buyer constitutes a binding agreement between the parties. If this Proposal is not executed by both parties within thirty (30) calendar days from the Proposal Date, this Proposal shall become null and void, unless subsequently executed by both Buyer and

Thank you for your consideration of this proposal.

Sincerely yours,

Dave Snyder

David R. Snyder Regional Sales Representative 248/939-3223

DavidSnyder@dohenycompany.com

above only when signed by the customer or one of its officers.

Customer: City of Plymouth

By:

Date:

This proposal becomes a contract for delivery and payment of the merchandise listed

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Customer	Initia	c·
Customer	HILLIA	15.

#### SALE OF NEW EQUIPMENT TERMS AND CONDITIONS

1. THE AGREEMENT. Jack Doheny Companies, Inc., (the "Seller") agrees to sell, transfer and convey its right, title and interest in the new goods, equipment, vehicles and/or other new items (collectively, the "Equipment") described in Seller's written Invoice for the Sale of New Equipment (the "Invoice") to the Buyer subject to the terms and conditions contained herein, which are incorporated into the Invoice, agreed to by the parties hereto, and together consists of the entire agreement between the Seller and Buyer (collectively, the "Agreement"). The Agreement shall be for the benefit of the Seller and Buyer and not for the benefit of any other person or entity. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by the Seller and Buyer, to the extend they differ from, modify, add to or change from the Agreement shall not be binding on the Seller.

#### TERMS OF PAYMENT.

- 2.1 Payment Date. All payments for the Equipment are due from Buyer on the date of the invoice unless other terms are agreed to in writing between Seller and Buyer. Payment shall be made to Seller at the address specified in the Agreement, without any offset or deduction for any reason.
- 2.2 <u>Shipping Delays</u>. If any shipment is delayed at the request of Buyer, payment shall become due based on the date Seller is prepared to make shipment, and Seller may invoice Buyer based on such date. All prices for Equipment are F.O.B. Seller's shipping point.

#### 2.3 Delinguent Payments.

- 2.3.1 Any payment not made by Buyer on or before its due date shall be subject to a late charge on any unpaid balance at a rate of 18% per annum, or the highest interest rate allowed by law, whichever is greater.
- 2.3.2 If a payment is not made on or before its due date, Buyer agrees that Seller may elect, in addition to any other remedy at law or in equity, to cease performance under the Agreement and any other agreement between Buyer and Seller until such payment is rendered to Seller.
- 3. <u>DELIVERY</u>. Seller does not guarantee delivery dates.
- 4. RISK OF LOSS. Buyer assumes all risk of loss of Equipment upon delivery by Seller to carrier if Equipment is shipped. For Equipment that is shipped, Seller agrees to: (a) prepare the Equipment for shipment to Buyer, (b) deliver custody of the Equipment to carrier; (c) make appropriate arrangements for the transportation to carrier; and deliver documents to enable Buyer to obtain possession of the Equipment. Seller shall not be obligated to obtain insurance or to prepay transportation/carrier costs for the Equipment. Buyer agrees to be responsible for and to timely pay all loading, unloading and other charges incidental to transportation of the Equipment. Whether Seller pays transportation charges or not, risk of loss shall pass to Buyer upon delivery of the Equipment to a carrier.
- 5. <u>INSPECTION OF EQUIPMENT</u>. Buyer has inspected the Equipment and is satisfied with the Equipment's condition.
- 6. <u>INDEMNIFICATION</u>. Buyer shall indemnify, hold harmless and release Seller from any and all liabilities, losses, damages, claims, costs and expenses, including attorney fees, arising out of, in whole or in part, from (a) the design, or manufacture of the Equipment; or (b) the use of the Equipment by Buyer and those acting on Buyer's behalf.

#### 7. MISCELLANEOUS.

- 7.1 No Assignment. There shall be no assignment of the Agreement by Buyer without the prior written approval of Seller. Any assignment of the Agreement shall not relieve Buyer of its obligations under the Agreement.
- 7.2 Force Majeure. Neither party will be liable for any delay or failure to perform its obligations hereunder, other than a payment obligation, due to any cause beyond its reasonable control including without limitation, acts of God or of the public enemy, including terrorists, acts of the government in its sovereign capacity, fires, floods, epidemic, strikes, picketing or boycotts, or any other circumstances caused by natural occurrences or third party actions beyond the reasonable control and without the fault or negligence of the party whose performance is affected ("Force Majeure Events"); provided that the affected party provides the other party prompt notice of the applicable circumstance and uses commercially reasonable efforts to re-commence performance as promptly as possible; provided, further, that if the duration of such Force Majeure Event exceeds thirty (30) days, the other party may terminate the Agreement upon delivery of written notice to the affected party.
- 7.3 <u>Venue</u>. The parties agree that any dispute under the Agreement shall be brought in the applicable state or federal court located in the county in which the Originating Branch is located and the parties waive any right to a jury trial.
- 7.4 <u>Construction and Captions</u>. The parties acknowledge that each has reviewed the Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any exhibits or amendments hereto; and that section headings appearing in the Agreement are for convenience of reference only and they are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection hereof. In the event any part of the Agreement is found to be ambiguous, such ambiguity shall not be construed against any party.
- 7.5 <u>Entire Agreement.</u> The Agreement constitutes the sole and entire agreement between the parties and supersedes all prior and contemporaneous statements, promises, understandings or agreements, whether written or oral.
- 7.6 <u>Amendments</u>. The Agreement may be amended, modified or altered at any time upon the approval of the Seller and Buyer; however, any such amendment must be in writing and signed by the Seller and Buyer in order for such amendment to be of any force and effect.
- 7.7 Partial Invalidity. In the event that any provision of the Agreement is declared by any court of competent jurisdiction or any administrative judge to be void or otherwise invalid, all of the other terms, conditions and provisions of the Agreement shall remain in full force and effect to the same extent as if that part declared void or invalid had never been incorporated in the Agreement and in such form, the remainder of the Agreement shall continue to be binding upon the parties.
- 7.8 <u>Counterparts</u>. The Agreement and any amendment thereto may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of the Agreement by facsimile or email shall be effective as delivery of an originally executed counterpart of the Agreement.
- 7.9 Authority. Each person(s) executing the Agreement as an agent or in a representative capacity warrants that he or she is duly authorized to do so.
  - NO WARRANTY. SELLER MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MARKETABILITY OR FITNESS FOR PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY HEREBY DISCLAIMED. To the extent allowed by law and those agreements, Seller transfers and assigns to Buyer the Equipment manufacturer's warranties, if any such warranty is provided by the Equipment manufacturer. In no event shall Seller be liable to Buyer for any incidental, consequential, special, exemplary, and/or punitive damages, including without limitations, loss of revenue or profit.



# FUTURE TRADE ALLOWANCE AGREEMENT City of Plymouth

December 20, 2021

Please be advised the City of Plymouth may request Trade-in Allowance from Jack Doheny Companies, Inc. in the amount of \$192,783.60 at the end of 5-years. This Trade-in Amount is independent of any lease or installment purchase arrangement the City of Plymouth may enter into. In the event the City of Plymouth elects to replace this unit with a new machine the Trade-in Amount may be exercised pending the City of Plymouth's clear title of unit or, if advantageous to the City of Plymouth and funding provider, optionally request direct payment to lessor or installment provider at no charge. Upon Trade-in Amount Jack Doheny Companies, Inc. would thereby receive possession and clear title of unit. Should new replacement unit delivery be delayed beyond the 5-year Trade-in Agreement anniversary the City of Plymouth may retain current unit as a no charge rental-unit from Jack Doheny Companies, Inc. until replacement unit is delivered. The City of Plymouth would be responsible for insurance of no-charge rental unit. Please note new custom chassis/module build lead-time is approximately (6)-months which must be factored in when the City of Plymouth is placing a P.O for a new unit, if the City of Plymouth intends to exercise (5)-year Trade-in Amount.

Minimum requirements of trade-in unit for the trade-in value:

- 1. Must Pass DOT Inspection
- 2. 50% minimum tread-life remaining
- 3. All module systems operational
- 4. Full structural /integrity and reasonable cosmetic wear and tear (i.e. dents-scrapes doors, fenders, bumpers, tanks)
- 5. Unit to be inspected by Jack Doheny Companies, Inc. 3 months prior to trade-in

Should you need clarity of any questions or additional information, please do not hesitate to contact me.

rely,	12/20/202
Steve Shafer, President	Date
Jack Doheny Companies, Inc.	
Officer, Title	Date

Note: Jack Doheny Companies, Inc. will not execute this lease. Leasing numbers provided are an estimate from Huntington Public Capital Corporation. The City of Plymouth must enter into a lease agreement with Huntington Public Capital Corporation or leasing agency of their choice.





# THE NEW VACTOR® 2100i. SIMPLY BETTER.



intuitive. intelligent. innovative. individualized. incomparable.

These words describe the new Vactor 2100i. Add it all together and you have a machine that combines proven performance with a new level of simplicity and ease. With an emphasis on ergonomics, Vactor has engineered an array of innovations that together speeds work, reduces fatigue on your operators, and lets them focus on the work in front of them, not the machine behind them. Among the host of innovations you'll find on the 2100i are:

- New IntuiTouch™ single in-cab control screen for PTO/Transfer Case Activation that is as simple as pushing a button
- New IntuiTouch operator control station that features a singular, adjustable control panel for operator ease and comfort during all sewer cleaning functions
- New 7" easy-to-read screen at the operator's station to monitor critical data from the sewer cleaning system and chassis
- New optional wireless controls, including updated belly pack and handheld remotes featuring a view screen for monitoring key operational functions when working away from the truck
- New optional RDB 1015™ Rapid Deployment Boom telescopes out 10 feet and extends the debris hose down 15 feet minimizing the need for additional tubes, speeding and easing set-up and tear-down

The new 2100i is truly the evolution of a revolution that is not just easier to operate...it's easier on the operator

# VACTOR 2100i. INTUITIVE IN EVERY WAY.

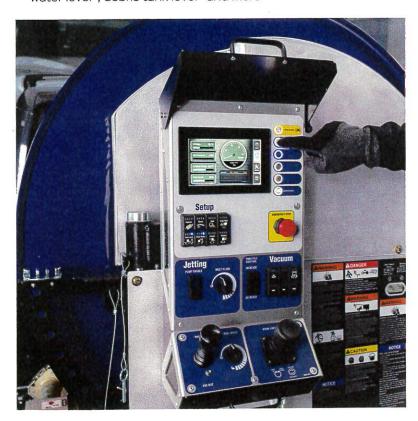
# New IntuiTouch® one-touch in-cab controls redefine simplicity

- 7" touch screen control features backlit tactile buttons
- Includes controls and viewing screen for camera, lighting, recirculation and PTO/Transfer case activation
- One-Touch engagement to activate PTO and transfer case allowing operators to gain control of all operational systems
- Operator can view the current operating mode, recirculation status, flows, pressures and more



# New IntuiTouch control station puts all cleaning system functions into a single, simple control panel

- Articulating controls with up/down adjustment for individualized maximum comfort articulation allows the control
  panel to adjust on a 90 degree arc for better access and screen visibility while operating the hose reel and boom
- All controls are consolidated into a single control panel including a 7" dashboard screen with glove-friendly tactile buttons featuring at-a-glance data for water pressure and flow, hose footage, chassis RPM, vacuum information, water level\*, debris tank level\* and more





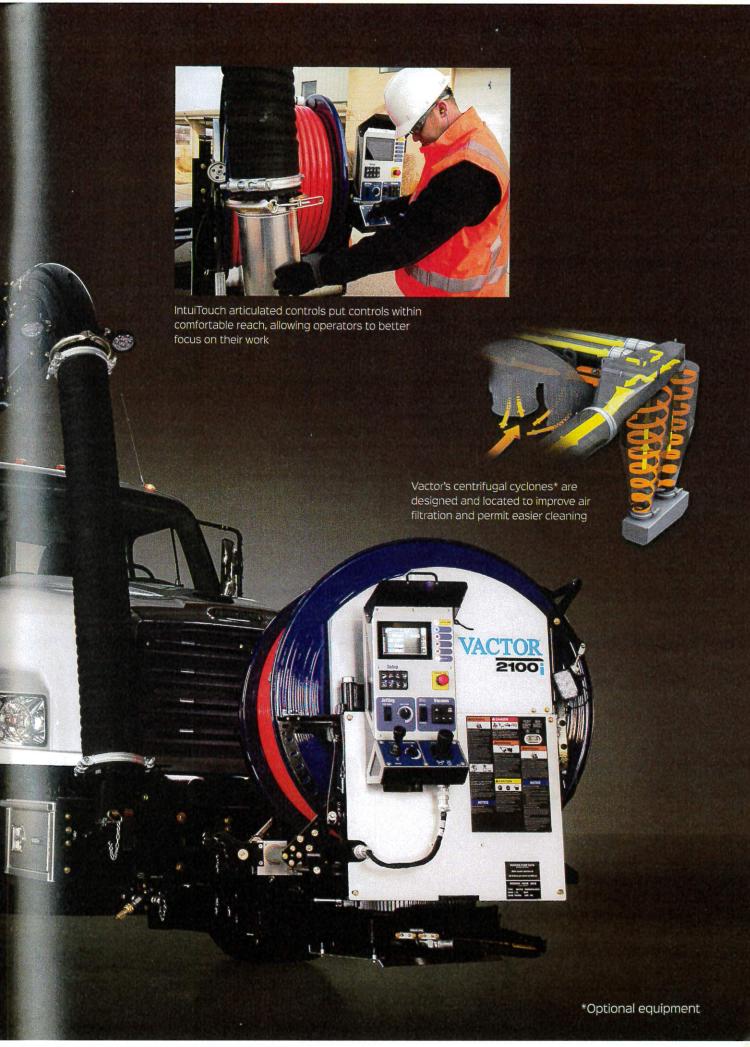
- New, reliable touch buttons with backlit feedback enable the operator to know if a selected function is active
- The new hose reel joystick significantly improves response time and pays in and out in the direction of the hose reel
- The boom joystick has a telescoping feature built in, giving the operator full mobility with multiple direction boom movement for quicker set up
- Operators have full control of the water system via a single Multi-Flow control dial – enabling them to precisely match the flow and pressure to the job requirements
- E-stops located at all operator control points bring the unit to a safe condition to protect both the operator and the equipment

\*Optional equipment

# UP AND DOWN, FRONT AND BACK THE VACTOR 2100i OFFERS YOU GREATER OPERATING EASE AND EFFICIENCY.

- JetRodder® Water Pump
  - Uniquely designed for sewer cleaning, the JetRodder Water Pump provides smooth continuous flows through its entire operating range – ranges available from of 0 to 100 GPM and pressures up to 3000 PSI
  - Easily activated, powerful "Jackhammer" action for long runs or difficult blockages
  - The slow movements of its five moving parts make the Vactor JetRodder pump the industry leader in longevity and carefree maintenance
- Vactor's Multi-Flow system lets operators set the flow at a lower rpm resulting in better fuel economy without sacrificing performance
- Vactor's unique air-routing and filtration system get the work done faster, safer, and more productively
- All water valves are located in the same mid-ship control station, reducing the amount of walking back and forth around the truck by the operator
- The quieter engine design, high ground clearance, lower water fill point, and twist-and-lock pipe restraints enhance the operator experience
- The hose reel can telescope out up to 15 inches and rotate up to 270° for optimal positioning
- Vactor's water tank system is designed and built with high quality, high-strength light weight aluminum for maximum capacity and maintaining a low center of gravity – the tanks feature superior corrosion resistance and are backed by a 10-year standard warranty
- Unique Modul-Flex design provides for maximum capacities and optimum weight distribution on every truck
- Standard 60 inch (1524 mm) high dump enables you to unload debris into roll-offs up to 5-feet (1.524 m) high without requiring a lift or ramp



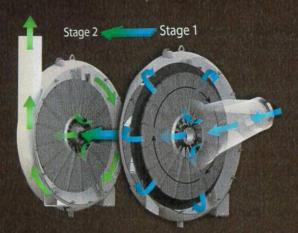


# THE VACTOR 2100i COMES IN THE CONFIGURATIONS YOU NEED.

Our Positive Displacement (PD) model is ideal for pulling material long distances

With blower offerings providing inlet volumes in excess of 5000 CFM and 18 Hg vacuum, the Vactor 2100i PD is the machine you need to tackle your deepest pulls. In addition, our multi-stage blower filtration system is the most productive of its kind, and unique design features make the 2100i the most operator friendly unit available.





# For all around service, choose a single engine, single or dual stage fan model

Vactor's fan system is the right choice for all-around sanitary and storm sewer cleaning. Whether equipped with a single or dual (for greater vacuum) fan system, our lightweight, perfectly balanced aluminum fan provides superior performance to handle your toughest jobs. Our unique system also minimizes energy consumption while maximizing performance.

# Our water recycling model saves thousands of gallons of clean water every shift

Simple to operate, our self-cleaning system offers significant advantages:

- Absolute water filtration to 100 micron particle sizes eliminates most abrasive particles to protect the water pump, hoses, nozzles, and sewer lines
- 5-stage filtration system combines settling, centrifugal separation and absolute filtration to 100 microns
- · Simultaneous operation recycles water while cleaning lines
- · No moving parts in the body or tanks
- · Never a need to enter a body or tank to maintain the system components



### **CUSTOMIZE YOUR 2100 WITH** PERFORMANCE DRIVEN OPTIONS.

# Our RDB 1015 Rapid **RDB** □ Meployment Boom



Our revolutionary new boom telescopes 10 feet out and extends the debris hose down 15 feet speeding work, and, in many cases, eliminating the need for additional tubes, reducing operator fatigue. The RDB 1015 offers you:

- · Dramatic reduction in set-up and tear-down time with boom's ability to pay-in and pay-out 15 feet of vacuum hose
- · Reach greater depths without raising the position of the boom to enhance speed and efficiency
- The ability to work in areas of low overhead clearance without raising the boom and still reach needed depths



#### New wireless controls

Vactor has enhanced its wireless controls with new belly pack and handheld remotes that feature two-way data transmission. including active pressure and flow information for the water and the ability to monitor hose footage being paid out or retracted. Our wireless controls also allow:

- · Extensive operation with greater control away from the fixed operator station
- · Multiple control functions including hose reel control, boom control, e-stop and more



#### Over 100 precision-engineered enhancements are available, including:

- Cold weather recirculation system
- · Liquid debris pump-off system
- Debris flush-out system
- · Fail-safe hydraulic door locking system
- · Water tank capacity up to 1,500 gallons (5,678 L)

- · Pump delivery system up to 120 gpm
- · Hose reel capacity up to 1,000 ft. (305 m)
- Automatic hose level wind guide
- Safety warning lighting packages
- · Hydro-Excavation Kits

Demo the new Vactor 2100i today. Visit Vactor.com to find your local dealer.

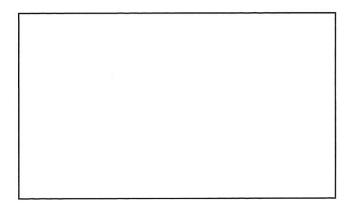
### THE NEW VACTOR 2100

Performance you expect from a proven leader.



For nearly half a century, Vactor® Manufacturing has been the leader in building combination sewer cleaners that offer innovations and design advantages that drive productivity, enhance operator performance and security, and bring operations large and small greater economy and efficiency. With the new Vactor 2100i, we have once again raised the bar, bringing you a new level of operating ease and greater control.

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#### RESOLUTION

The fo Comm.	liowing Resolution was offered by Comm.	and seconded by
WHEREAS	The City of Plymouth operates a water and sewer system to he	elp protect the
	Public health, safety and welfare, and	
WHEREAS	That system requires both routine and emergency maintenance	e and one of the
	Tools that is used is a vehicle called a Vactor Truck, and	
WHEREAS	This vehicle has a number of capabilities from pipe cleaning, re	oot clearing,
	Debris removal, hydro-excavation and more,	
WHEREAS	The City of Plymouth received a proposal from Jack Doheny C	Company
	Of Northville, Michigan to meet the needs of the Department.	

NOW THEREFORE BE IT RESOLVED THAT the Plymouth City Commission authorize the purchase of a new Vactor Truck from the Jack Doheny Company of Northville, Michigan in the amount of \$479,639. Further, the City Commission authorizes the trade-in of the existing Vactor Truck with a value of \$162,000.00 to be used against the purchase price. Making the total cash expenditure being \$317,629 for the purchase of the new vehicle.



#### 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 - Adoption of County Storm Water Standards 1st Reading 01-03-22.docx

Date: December 28, 2021

RE: Ordinance Amendment 1st Reading – Adoption of Wayne County Storm Water Standards

#### Background

The City Commission may be aware that we are required to have a Storm Water Permit from the State of Michigan. This allows the city to have storm water (rain/snow) flow into our storm sewers and then to the Tonquish and Byron Creeks and ultimately to the Rouge River and beyond. As a part of our permitting process, we are required to adopt a formal set of standards. Ultimately, this entire process will mostly at some point in the distant future end up requiring that storm water be treated much like sanitary sewer flows to ensure there is no pollution or contaminants is getting into the rivers, streams, and lakes.

Recently, the State of Michigan EGLE came in and did a review of Ordinances in several municipalities and they would like additional wording to further incorporate the Wayne County Standards into our Ordinance. We have worked with the State to allow us to incorporate the County standards into our Ordinance by reference. This is similar to what we do with the traffic code. This change has been reviewed by EGLE and they accept the update to our Ordinance. The County updated their programs in September of 2021, and we had previously adopted our Ordinance in June of 2021. As a result, we need to update our Ordinance.

The City Commission should be aware that storm water processing will be and has already been a costly addition to both existing and new developments. These requirements by the State of Michigan are unfunded by the State and will ultimately impact the City's costs to comply for our own parking lots as we make improvements to them in the future.

We have attached a memorandum from the Department of Municipal Services that will provide some additional background on this matter. If anyone wants to see the Wayne County ordinance, rules or the manual they can be found here on the website:

https://www.waynecounty.com/departments/environmental/waterquality/standards-manual.aspx

#### Recommendation

The City Administration recommends that the City Commission adopt at the first reading the Amendment to the City of Plymouth Code of Ordinances, Chapter 74 Utilities, Article III, Sewer, Division 5, Storm Sewers to amend section 74-173 – Adoption of the County Storm Water Management Ordinance. Amending the Ordinance will make the following changes, the underlined words are additions to the Ordinance, the crossed-out words are removed from the Ordinance.:

# Sec. 74-173. Adoption of the <u>Wayne</u> County Storm Water Management Ordinance and Wayne County Storm Water Control Program.

A certain document, one copy of which is on file in the office of the Department of Municipal Services of the city and one copy of which is on file in the office of the city clerk, being marked and designated as the Wayne County Stormwater Control Management Ordinance (Wayne County Enrolled Ordinance No. 2021-526a), and the Wayne County Storm Water Management Administrative Rules (Wayne County Resolution No. 2021-526b) and, the Wayne County Storm Water Standards Manual (Adopted September 2021); Collectively referred to as the Wayne County Storm Water Control Program, and each is hereby adopted as the ordinances of the city and made a part hereof as if fully set out in this article. Adopted by reference to: https://www.waynecounty.com/departments/environmental/waterquality/ordinance-administrative.aspx

Adoption of these changes will allow the city to remain in compliance with the State of Michigan permitting process for storm water discharges. We have attached a proposed Resolution for the City Commission to consider regarding this matter. This will be the first reading of the amendment and a second reading will come back before the City Commission at the next regular meeting.

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



## **Department of Municipal Services**

1231 Goldsmith Plymouth, MI 48170

734-453-7737 phone

734-455-1666 fax

Date:

December 28, 2021

To:

Paul J. Sincock, City Manager

From:

Chris Porman, Assistant City Manager/Director of Municipal Services

Adam Gerlach, Assistant Director of Municipal Services

Re:

Additional Wayne County Stormwater Standards Ordinance Amendment

#### Background:

The City of Plymouth operates a separate stormwater system (separate from the sanitary sewer system) which is regulated under the National Pollutant Discharge Elimination System permit process through the State of Michigan Department of Environment Great Lakes and Energy (EGLE). As part of the permit process we must meet basic requirements such as: minimum maintenance standards, and have an enforcement mechanism (ordinance) if sources of pollutants are discovered and need to be corrected. Over the course of the last several years the City, assisted in the process by the Alliance of Rouge Communities (ARC), has been going through the review for our permit renewal.

As you may recall, in June 2021 we adopted ordinance language in order to comply with our stormwater discharge permit. We incorporated the Wayne County ordinance and administrative rules into our ordinance, this was done to avoid the expense of developing and maintaining our own standards. Upon further review, EGLE has found the language we incorporated in our ordinance does not fully comply with the requirements (several other communities in Wayne County are also experiencing this situation). We have proposed adopting additional language to incorporate the Wayne County Storm Water Standards Manual and matching the language used by Wayne County for the collective set of documents known as the Wayne County Storm Water Control Program by reference.

The attached ordinance update has been reviewed by the staff at EGLE for compliance with our Stormwater permit requirement.

#### Recommendation:

The recommendation is for the City Commission to amend the text of City of Plymouth Code of Ordinances, Chapter 74 Utilities, Article III. - Sewers, Division 5. - Storm Sewers, Sec. 74-173. - Adoption of the County Storm Water Management Ordinance as shown in underlined text on the attachment.

If you have any questions, please feel free to contact us.

#### RESOLUTION

by		following Resolution was offered by and seconds	) d
WHEF	REAS	The City of Plymouth has what is commonly known as a Storm Water	
		Permit from the State of Michigan, and as a part of that permit the	
		City is required to maintain a certain set of standards for storm water	er
		Discharged into the waterways of the State of Michigan.	

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby amend at the First Reading an Amendment to the City of Plymouth Code of Ordinances, Chapter 74 Utilities, Section 74-173 as shown here:

# Sec. 74-173. Adoption of the <u>Wayne</u> County Storm Water Management Ordinance <u>and Wayne County Storm Water Control Program</u>.

A certain document, one copy of which is on file in the office of the Department of Municipal Services of the city and one copy of which is on file in the office of the city clerk, being marked and designated as the Wayne County Stormwater Control Management Ordinance (Wayne County Enrolled Ordinance No. 2021-526a), and the Wayne County Storm Water Management Administrative Rules (Wayne County Resolution No. 2021-526b) and, the Wayne County Storm Water Standards Manual (Adopted September 2021): Collectively referred to as the Wayne County Storm Water Control Program, and each is hereby adopted as the ordinances of the city and made a part hereof as if fully set out in this article. Adopted by reference to: https://www.waynecounty.com/departments/environmental/waterquality/ordinance-administrative.aspx