



Plymouth City Commission

Regular Meeting Agenda

Monday, April 4, 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: <https://us02web.zoom.us/j/82644882650>

Webinar ID: 826 4488 2650 Passcode: 008303

1. **CALL TO ORDER**
 - a. Pledge of Allegiance
 - b. Roll Call
 - c. Proclamation: Arab American Heritage Month
2. **CITIZENS COMMENTS**
3. **APPROVAL OF THE AGENDA**
4. **ENACTMENT OF THE CONSENT AGENDA**
 - a. Approval of March 21, 2022 City Commission Regular Meeting Minutes
 - b. Special Event: Recreation Department Soccer & T-Ball Practices- (M-F) Friday Apr 4 – Jul 29, 2022, Aug 22 – Oct 28
 - c. Special Event: Wednesday Night Workouts- Wednesday Evenings, Memorial Day-Labor Day
 - d. Special Event: Michigan Philharmonic Pops Concert- Tuesday, June 7, 2022
 - e. Special Event: Michigan Philharmonic An American Salute Concert- Saturday, June 25, 2022
5. **PRESENTATION**
 - a. Redevelopment Ready Community
6. **COMMISSION COMMENTS**
7. **OLD BUSINESS**
8. **NEW BUSINESS**
 - a. Cross Connection Control Program Renewal
 - b. Emergency Purchase of Airless Athletic Field Painter
 - c. Road Salt Purchase
 - d. Builder Code of Conduct
9. **REPORTS AND CORRESPONDENCE**
 - a. Delivery of 2022-23 Proposed Budget to City Commission – NO ACTION NEEDED
 - b. Appointments
 - c. Liaison Reports

10. **ADJOURNMENT**

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

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

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

City of Plymouth Strategic Plan 2022-2026

GOAL AREA ONE - SUSTAINABLE INFRASTRUCTURE

OBJECTIVES

1. Identify and establish sustainable financial model(s) for major capital projects, Old Village business district, 35th District Court, recreation department, and public safety
2. Incorporate eco-friendly, sustainable practices into city assets, services, and policies; including more environmentally friendly surfaces, reduced impervious surfaces, expanded recycling and composting services, prioritizing native and pollinator-friendly plants, encouraging rain gardens, and growing a mature tree canopy
3. Partner with or become members of additional environmentally aware organizations
4. Increase technology infrastructure into city assets, services, and policies
5. Continue sustainable infrastructure improvement for utilities, facilities, and fleet
6. Address changing vehicular habits, including paid parking system /parking deck replacement plan, electric vehicle (EV) charging stations, and one-way street options

GOAL AREA TWO – STAFF DEVELOPMENT, TRAINING, AND SUCCESSION

OBJECTIVES

1. Create a 5-year staffing projection
2. Review current recruitment strategies and identify additional resources
3. Identify/establish flex scheduling positions and procedures
4. Develop a plan for an internship program
5. Review potential department collaborations
6. Hire an additional recreation professional
7. Review current diversity, equity, and inclusion training opportunities
8. Seek out training opportunities for serving diverse communities

GOAL AREA THREE - COMMUNITY CONNECTIVITY

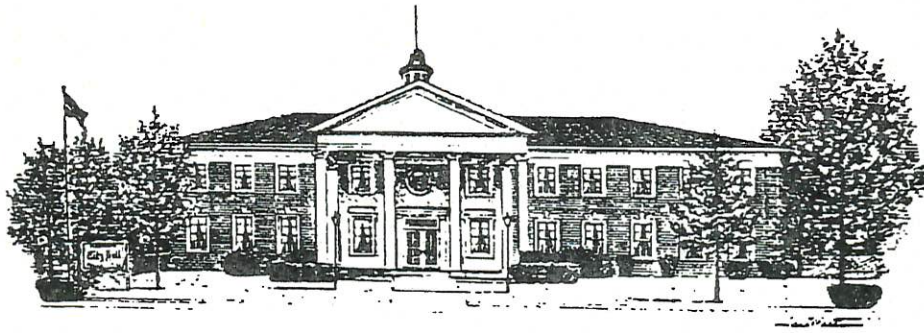
OBJECTIVES

1. Engage in partnerships with public, private and non-profit entities
2. Increase residential/business education programs for active citizen engagement
3. Robust diversity, equity, and inclusion programs
4. Actively participate with multi-governmental lobbies (Michigan Municipal League, Conference of Western Wayne, etc.)

GOAL AREA FOUR - ATTRACTIVE, LIVABLE COMMUNITY

OBJECTIVES

1. Create vibrant commercial districts by seeking appropriate mixed-use development, marketing transitional properties, and implementing Redevelopment Ready Communities (RRC) practices
2. Improve existing and pursue additional recreational and public green space opportunities and facilities for all ages
3. Develop multi-modal transportation plan which prioritizes pedestrian and biker safety
4. Improve link between Hines Park, Old Village, Downtown Plymouth, Plymouth Township, and other regional destinations
5. Maintain safe, well-lit neighborhoods with diverse housing stock that maximizes resident livability and satisfaction
6. Modernize and update zoning ordinance to reflect community vision
7. Implement Kellogg Park master plan



Proclamation

WHEREAS, for over a century, Arab Americans have been making valuable contributions to virtually every aspect of American society: in medicine, law, business, education, technology, government, military service, culture; and

WHEREAS, since migrating to America, men and women of Arab descent have shared their rich culture and traditions with neighbors and friends, while also setting fine examples of model citizens and public servants; and

WHEREAS, they brought with them to America their resilient family values, strong work ethic, dedication to education, and diversity in faith and creed that have added strength to our great democracy; and

WHEREAS, Arab Americans have also enriched our society by sharing in the entrepreneurial American spirit that makes our nation free and prosperous; and

WHEREAS, they join all Americans in the desire to see a peaceful and diverse society, where every individual is treated equally and feels safe; and

WHEREAS, the incredible contributions and heritage of Arab Americans have helped us build a better nation; and

NOW, THEREFORE, we celebrate the contributions Arab Americans have made to society and hereby declare April 2022 to be National Arab American Heritage Month in the City of Plymouth.



*In witness whereof, I have hereunto set my hand
and caused the Seal of the City of Plymouth
to be affixed hereto on this 4th day of April 2022*

*Nick Moroz, Mayor
City of Plymouth, Michigan*



City of Plymouth
City Commission Regular Meeting Minutes
Monday, March 21, 2022 7:00 p.m.
Plymouth City Hall

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

Mayor Moroz called the meeting to order at 7:00 p.m., followed by the Pledge of Allegiance.

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 Bob Marzano, Public Safety Director Al Cox, and various members of the City administration

2. CITIZEN COMMENTS

Geraldine Kilsdonk, 375 Red Ryder, spoke about recycling.

Joseph Tebor gave information about upcoming events at the VFW 6695.

3. APPROVAL OF THE AGENDA

Filipczak offered a motion, seconded by Sebastian, to approve the agenda for Monday, March 21, 2022.

Maguire asked that items 4.a and 4.b be moved off the consent agenda to the regular agenda items 8.d and 8.e.

There was a roll call vote.

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

MOTION PASSED 7-0

4. ENACTMENT OF THE CONSENT AGENDA

- a. ~~Approval of March 7, 2022 City Commission Meeting Minutes~~
- b. ~~Approval of March 7, 2022 City Commission Study Session Minutes~~
- c. Special Event: K of C Annual Tootsie Roll Drive – Friday-Sunday, April 8-10, 2022
- d. Special Event: Easter Egg Hunt Extravaganza – Saturday, April 16, 2022
- e. Special Event: Thursday Sand Volleyball – Thursdays, April 28-September 29, 2022
- f. Special Event: Boy Scouts Golden Eagle Breakfast – Thursday, June 2, 2022
- g. Special Event: July 4 Ice Cream Social – Monday, July 4, 2022
- h. Approval of February 2022 Bills

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

There was a roll call vote.

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

MOTION PASSED 7-0

5. COMMISSION COMMENTS

Filipczak thanked the administration for keeping the Commission informed.

Maguire wished a belated happy Holi to those who celebrate it and noted that March 31 is Transgender Day of Visibility.

6. PUBLIC HEARING

a. Annual Liquor License Review

Moroz opened the public hearing at 7:15 p.m. Hearing no public comments, he closed the hearing at 7:16 p.m.

The following motion was offered by Filipczak and seconded by O'Donnell.

RESOLUTION 2022-16

WHEREAS The City of Plymouth has a Liquor Management Ordinance related to the operation of all Class C Type Liquor Licenses in the City; and

WHEREAS On March 21, 2022, the City Administration presented the Liquor License Review Committee and the City Commission with information about the various liquor licensed establishments in the City; and

WHEREAS The Local Liquor License Review Committee did make a recommendation to the City Commission related to the renewal, revocation and non-renewal of all liquor licenses in the City.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby recommend to the Michigan Liquor Control Commission that the following licenses be renewed:

- Buon Vino Winery, LLC 849 Penniman
- Park Place Gastro Pub
- Compari's/Fiamma/Sardine Room 350 S. Main
- City of Plymouth Parks & Recreation
- D.B.A. – Barrio's on Forest Ave.
- Herrmann's Olde Towne Grill 195 W. Liberty
- Bearded Lamb Brewery
- Mayflower Meeting House – Exclusive Catering, Inc.
- Mayflower – Lt. Gamble Post 6995 of Veterans of Foreign Wars of United States
- Nico & Vali – Italian Eatery – 744 Wing
- Plymouth Knights of Columbus Building Council #3292
- D.B.A. – Aqua – JJA, Inc. Starkweather & Main
- Pakwaan – 447 Forest Ave.
- DBA – Plymouth ROC – 1020 W. Ann Arbor Rd.
- E.G. Nick's T. Belli & Assoc., Inc.
- Penn Grill
- Sean O'Callaghan's Public House
- Westborn Market
- Ironwood Grill
- Bigalora
- The Post Bistro
- Honey Hole
- Stella's Trackside
- Stella's Tavern
- Greek Islands/Ebenzer

There was a roll call vote.

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

MOTION PASSED 7-0

The following motion was offered by Maguire and seconded by O'Donnell.

RESOLUTION 2022-17

WHEREAS The City of Plymouth has a Liquor Management Ordinance related to the number of allowable liquor licenses in a particular zoning districts; and

WHEREAS Annually the Local Liquor License Review Committee must make a recommendation to the City Commission related to the number of allowable liquor licenses per zoning district and they completed that task on March 21, 2022.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby make no changes in the number of available liquor licenses in the City of Plymouth, based on Zoning Classification. The City Commission confirms that the number of licenses remain the same as in the current Liquor Management Ordinance, which is a cap of 16 licenses, as defined in the Liquor Management Ordinance for the B-2 Zoning District (DDA Area), and a cap of 12 licenses in total (*for all three zoning districts*) in any of the following the B-1, ARC and B-3 Zoning Districts.

There was a roll call vote.

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

MOTION PASSED 7-0

7. OLD BUSINESS

There was no old business.

8. NEW BUSINESS

a. 2022 Outdoor Dining Policy

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

RESOLUTION 2022-18

WHEREAS The City of Plymouth has established Quality of Life as a priority for the community; and

WHEREAS As a part of the quality of life the city has allowed restaurants to use the public sidewalks rights of way and alleys for outdoor dining in the summer season, which runs April to the end of October; and

WHEREAS The City Commission has allowed restaurants to use on-street parking areas for additional outdoor seating areas; and

WHEREAS The City Commission will again allow the use of parking spaces for outdoor dining areas.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby adopt the 2022 Patio Extension Program Outdoor Dining Platform Guidelines as presented. Further, any costs/fees related to the inspection of parking space deck areas shall be paid by the affected restaurants. In addition, fees for lane marking delineators, curb stops, or other traffic control device shall be paid by the affected restaurants.

BE IT FURTHER RESOLVED THAT the City Clerk shall incorporate a complete copy of the 2022 Patio Extension Program Outdoor Dining Platform Guideline as a part of the Meeting Minutes.



City of Plymouth

2022 Patio Extension Program

Outdoor Dining Platform Guidelines

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

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

All requirements contained herein must be completed for an outdoor dining platform to be considered for approval as part of the 2022 City of Plymouth Patio Extension Program.

This policy works in tandem with the Outdoor Dining/Sidewalk Café Policy and does not supersede any provisions contained therein.

This policy is separate from the Outdoor Dining/Sidewalk Café Policy and any request for information and/or materials requested for submission are to be submitted for each policy. Some of the information may seem redundant and that is to be expected. These are two separate policies handled administratively by two separate departments. Please submit all information requested under whichever permit you are applying for, even if you've submitted for a separate/different permit.

It is the responsibility of the owner to maintain adherence to federal (including ADA requirements), state (including Michigan Liquor Control Commission), and local regulations. The city will not accept responsibility for any damage whether direct or implied because of the construction, installation, or operation of the outdoor dining platforms.

The applicant must provide and keep in force \$500,000 general and \$500,000 liquor liability insurance with a \$1 million umbrella policy in which the city is named as additional insured as long as the permit is in effect. The applicant will file proof of endorsement of this insurance with the city as part of the permit application. The applicant shall also sign a hold harmless agreement as part of the application.

The city may revoke the permit if any of the conditions of the permit are not being met or if, for any reason, the city deems the occupation of the right-of-way is no longer desirable, or the city requires the area for any other purpose.

Patio Extension(s)

On Monday, May 18, 2020, the Plymouth City Commission passed a resolution authorizing City Administration to make additional public space available for use by dining establishments to expand their service area within the scope of the rules and regulations of the State of Michigan. In addition, the resolution designates public spaces in front of or on the side of a business as space available for use; this would include parking spaces.

During the 2021 year, the City of Plymouth once again allowed dining establishments the ability to use public spaces adjacent to their business, including parking spaces to be used for patio extensions.

Over the past two years, the city has spent considerable time, energy, and effort to assist in the installation, maintenance, and removal of patio extensions for its business community. With the health orders, restrictions, etc. changing, the City of Plymouth is still interested in helping its business communities as they rebound from the past couple of years, and it has taken the feedback from the businesses in its creation of the 2022 City of Plymouth Patio Extension Program.

While the City of Plymouth continues its discussions on potential long term "parklets," one idea that has been discussed from the business community related to outdoor dining and patio extensions is that of dining platforms.

Dining Platform Location and Placement

A dining platform is defined as a platform operated by an existing restaurant, bar, or other food serving establishment which sells food and beverage for immediate consumption, located on the adjacent parking space(s), alleys, streets, or other public property areas, for patrons and other persons, subject to design guidelines.

The dining platform must only be accessible from the sidewalk area and not from the street. The platform area shall use readily removable tables, chairs, umbrellas, railings, and planters. The perimeter must be secured by a railing and open to the air, except for any coverage provided by umbrellas.

The dining platform cannot exceed the width of the applicant's storefront or public street frontage. If the parking space in front of the applicant's frontage exceeds the width of the building, the applicant may request the use of the entire parking space, within reason.

The dining platform must leave no less than a two-foot (2') clearance offset on each end contained within the footprint of the designated parking spaces being used for the patio extension from adjacent parking spaces. A two-foot (2') clearance offset will apply to the side that faces the traffic.

The dining platform must be flush with the sidewalk or top of curb level. There may be no more than a ½ inch horizontal space between the curb/sidewalk and the edge of the dining platform. The platform must provide a flat surface and match the slope of the existing street or 2%, whichever is less.

The dining platform shall not interfere with any public service facility or utility, such as telephone pole, light pole, traffic signal, tree, planter, mailbox, sign pole, mailbox, bench, planter, fire hydrant, etc. These elements may be incorporated into the design element of the platform as they are permanent fixtures in the city but will not be removed or relocated.

The dining platform must be designed and constructed in such a way to allow for the flow of storm water to run adjacent to the curb unobstructed.

The dining platform cannot be anchored into the street or existing curb.

Operation of Dining Platform

Permits for the 2022 City of Plymouth Patio Extension Program to include dining platforms may be issued for a seven-month period from April 1 until November 1 and must be completely removed by November 4, 2022.

The owner of the dining platform will assume full responsibility for damage to public property caused by the placement and operation of a dining platform. The owner will also repair any damage to public property at their own expense.

The maintenance of the dining platform shall be the responsibility of the business owner including, but not limited to surface treatment and cleaning, litter control, rodent control, sweeping, and snow & ice removal. The sidewalk and public property shall be kept neat and clean and free from any substance that may cause damage to the sidewalk or public property (including parking spaces) or cause pedestrian injury.

Dining platforms must remain clear of litter, food scraps, and soiled dishes at all times. This includes areas on, around, next to, or underneath the platform. In addition, the outdoor dining area must remain clear of plates, cups, utensils, accoutrements, etc. when the outdoor dining platform is outside regular business hours. Chairs, tables, umbrellas, etc. must be kept contained and secured on the outdoor dining area and organized within reason at the end of each service day.

All alcoholic beverages to be served at dining platforms shall be prepared within the existing restaurant, and alcoholic beverages shall only be served to patrons seated at tables. The operator of the dining platform shall take all necessary action to procure the appropriate license(s) or permit(s) from the MLCC

to serve alcoholic beverages on the dining platform and shall comply with all other laws and ordinances concerning the serving of alcoholic beverages in the state of Michigan.

Any establishment granted a permit by the city manager to operate a patio extension on sidewalks, parking spaces, or public property shall pay to the city treasurer a fee in the amount established by resolution of the city commission.

Guidelines

To provide the most flexibility and provide options for the food servicing establishments, the outdoor dining platform may be purchased as a kit from a vendor or constructed using raw materials so long as either option conforms to the guidelines listed below. This section does not attempt to address each and every option available but provides reasonable framework for the establishment to reference while planning and submitting the plan to the city for consideration and approval.

The dining platform structure must be constructed of quality materials, such pressure treated wood, or wood composite, vinyl, metal, etc. The floor of the dining platform must be constructed out of a composite material or wood (such as Ipe) in a neutral color such as brown or grey and reflect the characteristics of the restaurant or food establishment. The floor may also be constructed out of stone or tile in the same neutral colors as exemplified above.

Dining platform railings must be constructed of a rigid material (wrought iron, cast aluminum, steel, wood, composite, etc.) and be black, neutral, or a color matching the primary color of the building. Rails must meet specifications as defined by the MLCC for liquor serving establishments and any pertinent building codes. Rails must be attached securely to the platform and cannot be loose standing.

Dining furniture must be consistent with the quality and character of current outdoor dining permit furniture or other outdoor furniture commonly found in outdoor dining areas.

Umbrellas must be constructed of canvas/synthetic canvas material and be aesthetically compatible with the color scheme of the front building façade and contain no logo or advertising. Umbrellas when open shall be fully contained within the dining platform area and shall not hang over into any traffic lane and/or sidewalk area.

Lighting in the style of tabletop or accessory lighting such as "string lights" will be allowed on the outdoor dining platform.

Each outdoor dining platform shall contain a form of planter with live planting(s) maintained through the patio season (October 31).

Public Comment

Ryan Yaquinto, representing Compari, Fiamma and Sardine Room, suggested the City extend the dining platforms beyond one year, due to the cost to the business owner.

Sam Khashan, representing Sean O'Callaghan's, asked about the state's licensing timeline for outdoor service.

Karen Sisolak, 939 Penniman, said it seemed as though nearly every business would have to reapply for a MLCC permit for outdoor seating because the sizes and locations are changing if they don't do the parklets as they did last year. Cox clarified that businesses could remain where they were prior to last summer if they already had a permit for that space.

Ellen Elliott, 404 Irvin, asked the Commission to not make a decision yet about whether sidewalk patios would be on the building side or the street side of sidewalks.

Commission Comments

Commission members clarified that the dining platforms and parklets are two separate issues – the platforms are temporary in nature and parklets would be permanent structures. It was noted that no decision has been made about building permanent parklets. A discussion ensued about the Michigan Liquor Control Commission’s licensing process. Police Chief Al Cox explained that if businesses moved their outdoor dining spaces from where they were licensed to serve in the past, they would need a new permit from the state. He also said that last summer’s on-street MLCC permits were temporary due to COVID and would not be valid for this year. He said he was unsure how long the licensing process would take at the state level. Cox added that as long as the size and location of an establishment’s outdoor seating does not change, a new permit would not be needed.

It was agreed that the current sidewalk patio placement rules would stay in effect this year, meaning that those with a license to serve in that area would not need a new license, and that restaurants that choose not to take part in the dining platform program will still be able to apply for sidewalk patio dining.

There was a roll call vote.

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

MOTION PASSED 7-0

b. Marijuana Annual Review

Maguire expressed a desire for the Commission to further study the pros and cons of allowing marijuana sales in the City.

The City Commission took no action, leaving the current prohibition of marijuana sales in the City of Plymouth in place.

c. Street Sweeper Purchase Authorization

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

RESOLUTION 2022-19

WHEREAS The City of Plymouth operates a street system which requires the sweeping of debris from the street; and

WHEREAS The Municipal Services staff has demonstrated two different sweepers and recommends the Bucher V65 sweeper; and

WHEREAS The City has the opportunity to use the CoPro+ collaborative group purchasing plan.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of a Bucher V65 Street Sweeper in the amount of \$328,554.00. Further, the City Administration is authorized to trade in the current city owned Broom Bear Sweeper for a value of \$25,000 and the Whirlwind Sweeper for a value of \$10,000 to reduce the overall price of the new sweeper to \$293,554.

BE IT FURTHER RESOLVED THAT the funding for the new street sweeper is authorized from the City’s Solid Waste and Recycling Fund.

There was a roll call vote.

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

MOTION PASSED 7-0

d. Approval of March 7, 2022 City Commission Meeting Minutes

Filipczak offered a motion, seconded by O'Donnell, to allow Maguire to abstain from voting.

There was a roll call vote.

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

MOTION PASSED 6-0

Sebastian offered a motion, seconded by O'Donnell, to approve the minutes of the March 7, 2022 City Commission meeting minutes.

There was a roll call vote.

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

MOTION PASSED 6-0

e. Approval of March 7, 2022 City Commission Study Session Minutes

Moroz offered a motion, seconded by O'Donnell, to allow Maguire to abstain from voting.

There was a roll call vote.

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

MOTION PASSED 6-0

Moroz offered a motion, seconded by O'Donnell, to approve the minutes of the March 7, 2022 Study Session.

There was a roll call vote.

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

MOTION PASSED 6-0

9. REPORTS AND CORRESPONDENCE

a. Liaison Reports

O'Donnell reported that the Planning Commission tabled phase two of the Pulte project and approved the Greek Islands project, requiring payment in lieu of four parking spaces. She said a representative from the MEDC would be in attendance at the next meeting to present a Redevelopment Ready Communities certificate.

10. ADJOURNMENT

A motion to adjourn was offered by Sebastian and seconded by O'Donnell at 8:19 p.m.

There was a roll call vote.

Yes: Filipczak, O'Donnell, Deal, Sebastian, Kehoe, Maguire, 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 City of Plymouth Recreation

Ph# 734-455-6620 Fax# 734-453-1132 Email sanderson@plymouthmi.gov Website www.plymouthmi.gov

Address 525 Farmer St City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Steve Anderson Title Rec. Director

Ph# 734-455-6620 Fax# 734-453-1132 Email sanderson@plymouthmi.gov Cell# 734-455-6620

Address 525 Farmer St. City Plymouth State MI Zip 48170

Event Name Recreation Soccer and T-Ball Practices

Event Purpose Rec. Soccer & T-Ball

Event Date(s) April 4 - July 29 (Mon-Fri) and Aug 22-Oct. 28 (Mon-Fri)

Event Times 5:30pm - Dusk

Event Location Kiwanis Park, Garden Club Park, Fairground Park

What Kind Of Activities? Youth Soccer & T-Ball

What is the Highest Number of People You Expect in Attendance at Any One Time? 40

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.)
Youth sports practices



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): 2023

Next year's specific dates: April 1-July 30 & Aug. 15 - Nov. 1

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)

None

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

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

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

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

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

YES NO

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

10.

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that

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

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

3-20-22

Date



Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

EVENT REVIEW FORM

EVENT NAME: REC SOCCER & TBALL TOTAL ESTIMATED FEE: _____

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

MUNICIPAL SERVICES:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>CP</u>
<u>NO SERVICES NEEDED</u>				
\$250 Bathroom Cleaning Fee Per Day of Event? YES <u>NO</u>				
Labor Costs: \$	<u>0</u>	Equipment Costs: \$	<u>0</u>	Materials Costs \$ <u>0</u>
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>APC</u>
<u>NO SERVICES NEEDED</u>				
Labor Costs \$		Equipment Costs \$	<u>0</u>	Materials Costs \$
FIRE:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>RS</u>
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$
HVA:	Approved	Denied	(list reason for denial)	Initial
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>TB</u>
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>WB</u>
Class I – Low Hazard				
Class II – Moderate Hazard				
Class III – High Hazard				
Class IV – Severe Hazard				
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				

City of Plymouth
SPECIAL EVENT APPLICATION

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

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

Sponsoring Organization's Legal Name Sun & Snow

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

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

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

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

Address 45828 Primrose Ct City Plymouth State MI Zip 48170

Event Name Wednesday Night Workouts

Event Purpose To promote healthy activity and lifestyles in our community

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

Event Times 6:30pm-8:00pm

Event Location Kellogg Park

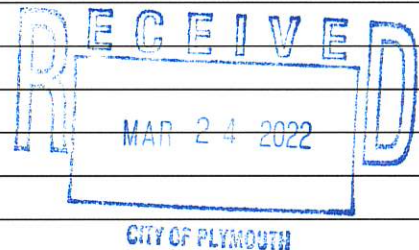
What Kind Of Activities? Free community workouts led by professional Plymouth studio instructors

What is the Highest Number of People You Expect in Attendance at Any One Time? 300

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

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

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



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

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

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

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

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

See section 12.13 for license & insurance requirements for vendors

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

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

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

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

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

No city services required

Only need "No parking after 1:00pm" signs put up in spots along Main/Kellogg

Park (Same as this past season)

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

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

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

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

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

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

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

Need 4 spots along Western edge of Kellogg Park (on Main Street) for set up & teardown.

Setup starts at 1:30pm

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

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

Signature 

Date 03/24/2022

Witness 

Date 03/24/2022

EVENT REVIEW FORM

EVENT NAME: Wednesday Night Workouts TOTAL ESTIMATED FEE: _____

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

MUNICIPAL SERVICES:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>CP</u>
<u>POST NP SIGNS</u>				
\$250 Bathroom Cleaning Fee Per Day of Event? <u>YES</u> NO				
Labor Costs: \$		Equipment Costs: \$		Materials Costs \$
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>gpc</u>
<u>NO SERVICES NEEDED</u>				
Labor Costs \$		Equipment Costs \$ <u>0</u>		Materials Costs \$
FIRE:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>AS</u>
Labor Costs \$ <u>0</u>		Equipment Costs \$		Materials Costs \$
HVA:	Approved	Denied	(list reason for denial)	Initial
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>TB</u>
Labor Costs \$ <u>0</u>		Equipment Costs \$		Materials Costs \$
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>WB</u>
Class I – Low Hazard				
<u>Class II – Moderate Hazard</u> Event Sponsors must provide Certificate of Insurance naming City of				
Class III – High Hazard Plymouth as 'Additional Insured' including in the Description Box/Area.				
Class IV – Severe Hazard				
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				



Special Event Application

ITEM 4.d

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 Michigan Philharmonic Youth Orchestra

Ph# 734-451-2112 Fax# 734-416-4267 Email nancyd@michiganphil.org Website www.mpyo.org

Address 650 Church St City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Nancy Davidson Title Education Coordinator & MPYO Manager

Ph# 734.259.4714 Fax# _____ Email nancyd@michiganphil.org Cell# 734.259.4714

Address 650 Church St City Plymouth State MI Zip 48170

Event Name MPYO Pops Concert

Event Purpose Share our music with family, friends, and community

Event Date(s) Tuesday, June 7, 2022

Event Times 6-7p (Set up at 5p)

Event Location Kellogg Park

What Kind Of Activities? Youth Orchestra in the band shell

What is the Highest Number of People You Expect in Attendance at Any One Time? 200

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.)
5-6p Chair set up, sound system check, students arrive
6-7p Concert
7-7.30p Chair take down, student dismissal



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):

First Tuesday in June

Next year's specific dates:

June 6, 2023

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)

Band shell needed

Sound system set up & testing

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

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

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

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

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

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

YES NO

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

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

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

03.22.2022

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

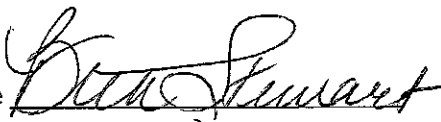
Manager's Office
City Hall
201 S. Main Street
Plymouth MI 48170

Phone: (734) 453-1234 ext. 203

11. **INDEMNIFICATION AGREEMENT**

INDEMNIFICATION AGREEMENT

The Michigan Philharmonic Youth Orchestra _____ (*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 MPYO Pops Concert (*event name*) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature 

Date 03.22.2022

Witness 

Date 03.22.2022

EVENT REVIEW FORM

EVENT NAME: MICHIGAN PAK YOUTH POPS TOTAL ESTIMATED FEE: _____

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

MUNICIPAL SERVICES:	<u>Approved</u>	Denied	(list reason for denial)	Initial	<u>GP</u>
<u>1 FTG</u>					
<u>PA SYSTEM</u>					
\$250 Bathroom Cleaning Fee Per Day of Event? <u>YES</u> NO					
Labor Costs: \$	<u>250</u>	Equipment Costs: \$	<u>50</u>	Materials Costs \$	<u>100</u>
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial	<u>gpc</u>
<u>1 OFFICER F/ ONE HOUR</u>					
Labor Costs \$		Equipment Costs \$	<u>76-</u>	Materials Costs \$	
FIRE:	<u>Approved</u>	Denied	(list reason for denial)	Initial	<u>AS</u>
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$	
HVA:	Approved	Denied	(list reason for denial)	Initial	
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial	<u>TB</u>
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$	
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial	<u>AB</u>
Class I – Low Hazard (cert w/ application expires in May)					
Class II – Moderate Hazard		Event Sponsors must provide Certificate of Insurance naming City of			
Class III – High Hazard		Plymouth as 'Additional Insured' including in the Description Box/Area.			
Class IV – Severe Hazard					
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____					
APPROVED _____ NOT APPROVED _____ DATE _____					



Special Event Application

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

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

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

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

Sponsoring Organization's Legal Name Plymouth Downtown Development Authority

Ph# (734) 455-1453 Fax# _____ Email dda@plymouthmi.gov Website downtownplymouth.org

Address 831 Penniman City Plymouth State MI Zip 48170

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

Ph# (734) 455-1453 Fax# _____ Email abruscato@plymouthmi.gov Cell# (734) 751-1367

Address 831 Penniman City Plymouth State MI Zip 48170

Event Name MichiganPhil--An American Salute concert

Event Purpose To celebrate the Fourth of July/Bring visitors to Downtown Plymouth

Event Date(s) Saturday, June 25, 2022

Event Times 3 p.m. to 10 p.m.

Event Location Kellogg Park

What Kind Of Activities? Michigan Philharmonic playing on the bandshell stage

What is the Highest Number of People You Expect in Attendance at Any One Time? 4,000

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.)

Set-up begins about 4 p.m.
 Concert is from 7 p.m. to 9 p.m.
 Tear down and clean-up by 10 p.m.



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): Last Saturday in June
Next year's specific dates: June 24, 2023

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)

Department of Municipal Services

Public restrooms

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

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

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

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

9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)?
YES NO
If Yes, list the lots or locations where/why this is requested:

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

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

3/23/2022

Date



Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

EVENT REVIEW FORM

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

MUNICIPAL SERVICES:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>JP</u>
1 FTE Approx 9 HOURS PA SYSTEM				
\$250 Bathroom Cleaning Fee Per Day of Event? <u>YES</u> NO				
Labor Costs: \$	<u>600</u>	Equipment Costs: \$	<u>120</u>	Materials Costs \$ <u>100</u>
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>JEL</u>
2 - OFFICERS / 3 HRS				
Labor Costs \$		Equipment Costs \$	<u>456 -</u>	Materials Costs \$
FIRE:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>RS</u>
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$
HVA:	Approved	Denied	(list reason for denial)	Initial
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>TB</u>
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>MB</u>
Class I - Low Hazard				
Class II - Moderate Hazard Event Sponsors must provide Certificate of Insurance naming City of				
Class III - High Hazard Plymouth as 'Additional Insured' including in the Description Box/Area.				
Class IV - Severe Hazard				
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				

CITY OF PLYMOUTH
Community
Development Dept.
201 S. Main
Plymouth, MI 48170
www.plymouthmi.gov

INFORMATION ONLY

To: Paul Sincock, City Manager
From: John Buzuvis, Community Development Director
Greta Bolhuis, AICP, Asst. Community Development Director *gRB*
Date: March 30, 2022
Re: Redevelopment Ready Communities Essential Status Achievement

BACKGROUND:

As you are aware, the City of Plymouth has been formally engaged in the Michigan Economic Development Corporation (MEDC) Redevelopment Ready Communities (RRC) program since 2017. The RRC program evaluates and ultimately certifies communities that integrate predictability, efficiency and transparency into their development and redevelopment processes. In 2021, MEDC reworked the program to offer communities two paths for completing the RRC program: Essentials and Certified. The Essentials path was created as a lighter lift for communities that are working towards alignment with the established six best practices areas, whereas the Certified path was kept for communities looking to fully align with the best practices of Redevelopment Ready Communities. Essentials status achievement is a natural progression towards being fully Certified. As of March 21, 2022, the City of Plymouth has officially met the RRC Essentials.

On April 4, Elizabeth King from MEDC will formally present our Essentials award. She will also present an overview of the best practices and speak to the City Commission about becoming Certified. Certification is a multi-year project and work continues to align ordinances, policies, and procedures with the remaining best practice tasks.

If you have any questions, please contact me directly.



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 - Cross Connection Program Renewal 04-04-22.docx*
Date: March 29, 2022
RE: Cross Connection Control Program Renewal

Background

The City of Plymouth is required to have something called a Cross Connection Program for our water system. This is a requirement of State of Michigan Department of Environment, Great Lakes, and Energy (EGLE) as a part of our water system operations permit. This program checks backflow preventors on our commercial water accounts. A backflow preventor is a device that prevents water from the establishment from backing up into the City distribution system, in short, a check valve. These backflow preventors are required to be inspected and several establishments are considered high hazard accounts and require regular inspection.

Many years ago, Wayne County has supplied this service to the City. The County's inspection program was provided at higher costs than the private sector and they failed to meet the number of inspections that were required by EGLE. We have been using a private sector company for these services and they are meeting the needs of the EGLE for our Water Distribution Permit. We have also looked at doing this program in-house and our review indicated that we would need additional staffing and it would not be cost effective.

Currently our City staff is not licensed to complete this task in accordance with EGLE guidelines and frankly the private sector can complete this effort more efficiently than we could with an in-house program. Based on our examination we would not recommend that the City take this program over as our costs would be higher.

We have attached a memorandum from Chris Porman related to this matter which provides additional background information.

RECOMMENDATION:

The City Administration recommends that we continue the Cross Connection Program with Hydro Corp of Troy, Michigan in the amount of \$1,637.00 per month (\$19,644.00 annually) for a two-year contract. This private sector company is significantly more efficient than we could be with an in-house program or by using the County program. This would be a Professional Services Contract.

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.



Department of Municipal Services

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

Date: March 16, 2022
To: Paul J. Sincock, City Manager
From: Chris S. Porman, Assistant City Manager/Director of Municipal Services
Adam Gerlach, Assistant Director of Municipal Services
Re: Cross-Connection Control Program Contract Renewal

Background

In 2020, in the midst of the initial coronavirus lockdown measures, the City of Plymouth and HydroCorp agreed to extend the existing contract providing for Cross-Connection Control (CCC) program services. We are seeking a contract renewal for HydroCorp to continue to provide the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE) Safe Drinking Water Act required CCC program services to the City of Plymouth for 2 years.

The City of Plymouth has been working with HydroCorp since 2007 when HydroCorp (formerly known as HydroDesigns) initially assessed each industrial, commercial, institutional, and some miscellaneous water users within the City and applied a hazard rating for each. Every high hazard facility (car wash, funeral home, etc.) has been re-inspected each year, whereas those rated as low hazard are inspected within every five years. This is an on-going program that includes an annual report to be filed with the State of Michigan.

Our current contract is set to expire on April 30, 2022. We have spoken with our Account Manager at HydroCorp to discuss the attached proposal, which is a two year contract with no annual increase. Our current contract is \$1,347.00 per month (\$16,164.00 per year), the proposed contract is \$1,637.00 per month (\$19,644.00 per year) which is the first significant increase to our contract in over 11 years.

Recommendation

It is our recommendation to approve the two year contract for a total amount not to exceed \$39,288.00. We have had a positive working relationship with this company since 2007, when they began our CCC Program. I feel that at this time, it is in the best interest of the City to continue our relationship with HydroCorp as opposed to seeking out another company to effectively start over with our CCC Program. Starting over with another company would require re-assessing each facility and performing all inspections as opposed to continuing the work that HydroCorp has started.

We have attached written proposal from the Account Manager as reference.

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

PROPOSAL

DEVELOPED FOR

Chris Porman

City of Plymouth

1231 Goldsmith

Plymouth, MI 48170

March 14, 2022

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE

5700 Crooks Road, Suite 100

Troy, MI 48098

800.690.6651 TOLL FREE

248.250.5000 PHONE

248.786.1788 FAX GENERAL

info@hydrocorpinc.com EMAIL



SCOPE OF WORK3

PROFESSIONAL SERVICE AGREEMENT..... 4-10

QUALIFICATIONS 11



SCOPE OF WORK

Based on our current program, HydroCorp™ will provide the following services to the City of Plymouth. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

1. Annually, perform a minimum of **150** initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the City served by the public water supply for cross-connections. Inspections will be conducted in accordance with the EGLE Water Bureau Cross Connection Control regulations.
2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
4. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
5. Submit comprehensive management reports on a quarterly basis.
6. Conduct an annual review meeting to discuss overall program status and recommendations.
7. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
8. Prepare the annual State of Michigan, EGLE Water Bureau Cross Connection Report.
9. Assist the City with a community wide public relations program including general awareness brochures and customized web site cross connection control program overview content and resources.
10. Provide ongoing support via phone, fax, internet, text, or email.

The above services will be provided for:

Monthly Amount: \$ 1,637.00	Annual Amount: \$ 19,644.00	Contract Total: \$ 39,288.00
------------------------------------	------------------------------------	-------------------------------------

Contract Amount is based upon a 24-month period. HydroCorp will invoice in 24 equal amounts of \$ 1,637.00

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this DATE by and between the City of Plymouth, organized and existing under the laws of the State of Michigan, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquires, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.



- Establish facility inspection schedule.
- Review/establish procedures and protocol for addressing specific hazards.
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Great Lakes, and Energy Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five year re-inspection cycle, as agreed to by the parties).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility’s designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections.
- Notify users of inspections, backflow device installation and testing requirements if applicable.
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain program to comply with all EGLE regulations

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.



- 2.7 **VACUUM BREAKERS.** HydroCorp will provide up to six (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 **PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.
- 2.9 **SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- 2.10 **FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
 - Institutional
 - Commercial
 - Miscellaneous Water users
 - Multifamily
- Complex Facilities.** Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.
- 2.11 **INSPECTION TERMS.** HydroCorp will perform a minimum of **300** inspections over a **two – (2) year contract**. The total inspections include all initial inspections, compliance, and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 **COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY (EGLE).** HydroCorp will assist in compliance with EGLE and Michigan Plumbing Code cross connection control program requirements for all commercial, industrial, institutional, multifamily, and public authority facilities.
- 2.13 **POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.
- 2.14 **INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- 2.15 **DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 **ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17 **CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately **665** cross-connection control educational brochures for the duration of the Agreement.
- 2.18 **INSURANCE.** HydroCorp will provide all required copies of general liability, workers' compensation and errors and omissions insurance naming the Utility as an additional insured if required.



ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on **May 1, 2022**, and end two- (2) years from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this two-year agreement the Utility will have the option to automatically renew for a one (1) year term. Any increases in pricing for the one-year renewal will be equal to the annual Consumer Price Index as measured in the local/regional area at the time of renewal.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** The Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, **\$1,637.00 per month, \$19,644.00 annually, for a two - year contract total of \$39,288.00.** Completed inspections shall consist of all initial inspections, re-inspections and compliance inspections as defined in section 2.2.



- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Public Records Law. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected, or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.



5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverage's and limits:

	<u>Occurrence</u>	<u>Aggregate</u>
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.4 UTILITY INSURANCE. The Utility will maintain liability insurance on an all-risk basis and including extended coverage for matters set forth in this Agreement.

5.5 RELATIONSHIP. The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 ENTIRE AGREEMENT AMENDMENTS. This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS. The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

5.8 WAIVER. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.9 ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.10 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.11 AUTHORITY TO CONTRACT. Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.12 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties, with both parties' consent, may be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, Any arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter a judgment on such award which shall be enforceable in the same manner as any other judgment of the such



court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

5.13 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.14 NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o Mark Martin
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005

If to Utility:

City of Plymouth
c/o Chris Porman
1231 Goldsmith
Plymouth, MI 48170
(734) 453-7737

5.15 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of Plymouth

By:
Title:

HydroCorp



By: Paul M. Patterson
Its: Senior Vice President



Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



Gerlach, Adam

From: Porman, Chris
Sent: Monday, March 14, 2022 3:06 PM
To: Gerlach, Adam
Subject: Fwd: HydroCorp CCC Program Proposal
Attachments: image001.jpg; Plymouth_Non-Res_Proposal_2022_AM.pdf

Sent from my iPhone

Begin forwarded message:

From: Aaron Moskovitz <amoskovitz@hydrocorpinc.com>
Date: March 14, 2022 at 10:21:27 AM EDT
To: "Porman, Chris" <cporman@plymouthmi.gov>, "Faiman, Steve" <sfaiman@plymouthmi.gov>
Subject: **HydroCorp CCC Program Proposal**

Hello Chris and Steve!

I wanted to take a moment to touch base with you regarding your CCC program contract.

Your contract is up for renewal and will expire 4/30/2022. I have attached a proposal to this email for your review. This new contract would start 5/1/2022.

If you have any questions or would like to set up a meeting to discuss the contract further, please let me know. My phone number is also listed below.

Thanks, and have a great day!

Aaron I. Moskovitz
Account Manager
ASSE 5150 Administrator Certified

HydroCorp - Corporate Office
5700 Crooks Road, Suite 100
Troy, MI 48098
248.918.7463
hydrocorpinc.com
The Safe Water Authority®

RESOLUTION

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

WHEREAS The City of Plymouth operates a water distribution system in accordance with Requirements of the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE), and

WHEREAS In order to protect the public health, safety and welfare and the public water Supply the City is required to have a Cross Connection Program.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a Professional Services Contract with Hydro Corp of Troy, Michigan to complete the City's Cross Connection Program at a cost of \$1,637.00 per month for a two-year contract for a total \$39,288.00.



CITY OF PLYMOUTH

ITEM 8.b

www.plymouthmi.gov

Phone 734-455-6620

Recreation Department
Plymouth Cultural Center
525 Farmer
Plymouth, MI 48170

Memo

To: Paul Sincock, City Manager
From: Steve Anderson, Recreation Director
CC:
Date: 3/18/22
Re: Emergency purchase of airless athletic field painter

As you are aware, since March 2016, we have hired out the job of athletic field plotting and painting to Yeager Field Maintenance LLC. This reduced our staffing costs as well as our costs on fuel, field paint, and equipment maintenance required to operate the youth soccer program.

Unfortunately, on March 8, Yeager Field Maintenance LLC. notified all their Metro Detroit customers that due to the increasing cost of gas, field paint and being unable to hire any new employees, they were closing their business effective immediately. This obviously has created a huge problem for us and about fifteen other soccer programs in the area with the spring season starting in three weeks.

Knowing that a lot of other sports clubs will also be scrambling to find athletic field painting equipment, we immediately contacted Pioneer Athletic (regional supplier of athletic field painting supplies) to see what they had in stock for airless field painters and five gallon buckets of field paint.

Fortunately, since we have had an existing relationship with the Pioneer Athletic sales rep, Craig O'Berry, he was able to lock in one of the last six airless field painters he had in stock before anyone else from the area had contacted him. Please see attached description of the field painter.

We now have the airless field painter in our possession and will once again take on the job of athletic field plotting and painting. Hopefully, we will be able to hire some seasonal staff to help with this time-consuming job or this task will have to fall back on the current staff to complete.

We would like to request approval of the emergency purchase of a Pioneer Athletics Brite Striper 3500SP airless athletic field painter in the amount of \$6,700.00. The funds for this purchase will come from the Soccer – Operating Supplies Account (208-754-740.000).

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

THE CITY OF HOMES

twitter.com/plymouthmigov facebook.com/cityofplymouthrecreation

Sincock, Paul

From: Sincock, Paul
Sent: Tuesday, March 8, 2022 9:12 AM
To: Group - Commission
Subject: Soccer Painting Company

Just a heads up that the company that we used to set up and paint all of our soccer fields has decided that with the price of fuel, the lack of ability to hire people, supply chain issues, and the fact that the owners have the ability to retire, the company has decided to close their business just weeks before the start of the spring season. This company handles about 60+% of all of the fields in the Western Suburban Soccer League, covering fields from Grosse Isle to Grosse Pointe, to Taylor, Trenton and up to Plymouth. As a result, we will need to get back into the field set up and line painting business. Unfortunately, Steve Anderson is the only person we have that can do this and he is going to have to spend time out in the fields to make it work for the spring soccer league.

As a result, we are going to have to get into the line painting business and will need to purchase a line sprayer, which was about \$11,000+ the last time we checked on this. We also have the issue of the supply of athletic field paint, which used to be about \$24.00 a bucket and I am sure that the price has shot up tremendously. Fortunately, we are already a customer of Pioneer Athletic Paint and hopefully, that will give us some access to paint supplies. I have told Steve to go ahead and make the purchases that he needs to get going this spring.

This is a "curve ball" that we were not expecting, and it is going to take a lot of "adapt and overcome" to make all of this happen. Fortunately, Steve is a great planner, and he has a small amount of supplies on hand that he stockpiled in the event of an emergency and that will at least get us started.

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

PJS

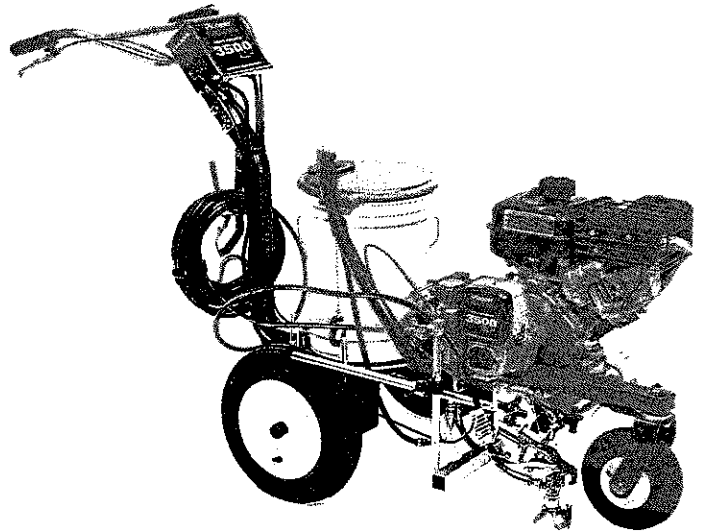
The newest advances in industry proven airless striping technology. Performance. Affordability.

Brite Striper® 3500 SP

- Self-propelled, rear-gun mount airless striper
- Lightweight frame with smooth riding, large pneumatic tires
- Easy reach handle bar with mounted controls
- Adjustable electronic pressure control (0-3300 psi)
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Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: *S:\Manager\Sincock Files\Memorandum - Confirmation of Emergency Purchase Athletic Field Painter 04-04-22.docx*
Date: March 28, 2022
RE: Confirmation of Purchase of Soccer Painting Equipment

Background

On March 8, 2022, the City Administration notified the City Commission that the contractor that we were using to set up and paint all of our soccer fields had decided that with the price of fuel, lack of ability to hire staff and supply chain issues that they would just retire. As a result, we needed to move quickly to purchase an airless field striper and paint supplies. In early March, I indicated that I had given authorization for the Recreation Department to move quickly to obtain a field painter before the supplier sold out of his supply.

We moved forward with the purchase of an airless athletic field painter, and we are asking that the City Commission confirm the purchase in the amount of \$6,700 of an in-stock unit. The funding for the purchase will come from the Recreation Fund – Soccer Operating Supplies.

Recommendation

The City Administration recommends that the City Commission confirm the emergency purchase of a new airless field painter from Pioneer Athletics in the amount of \$6,700.00. Funding for this purchase will be from the Recreation Fund – Soccer Operating Supplies.

Should you have any questions in advance of the meeting please feel free to contact either Steve Anderson or myself.

RESOLUTION

The following Resolution was offered by _____ and seconded by _____

WHEREAS The City of Plymouth operates a youth soccer program to help the community health, and

WHEREAS The contractor that the City was using to paint athletic fields has decided that issues with Fuel pricing, labor shortages, and supply chain issues that they would retire, and

WHEREAS This caused the City to move forward with the emergency purchase of an athletic field Painter machine, before the supply of available units was gone.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby confirm the emergency purchase that was authorized by the City Manager to purchase a new airless field painter from Pioneer Athletics in the amount of \$6,700.00. Funding for this purchase shall be charged to the Recreation Fund – Soccer Operating Supplies.



Department of Municipal Services

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

Date: March 30, 2022
To: Paul Sincock, City Manager
From: Chris S. Porman, Director of Municipal Services
Re: Winter 2021/2022 Salt Order

Background

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

We have to place the order now for next winter, even though we are not far removed from the previous winter, as the State combines the demand from all participating municipalities into a single bid. The actual price does not become available until the bid is awarded (usually August) and the salt is available for delivery. As reference, the State price was \$57.08 in 2015/2016, \$42.43 in 2016/2017, \$30.97 for 2017/18, \$61.24 for 2018/19, \$52.38 for 2019/20, \$50.02 for 2020/21, and \$43.58 for 2021/22.

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

For the next season, we would like to order 1,000 tons. Prior to using brine for pretreatment or pre-wetting the salt, we would use approximately 1,500 tons on average. Over the last couple years, beginning with the 2019/20 year, our usage has been closer to 1,000. Admittedly, some of that is a result of a bit milder winters, but we have seen approximately 25% less salt usage per each "storm." Based on our usage, we would like to place our order for 1,000 tons for next winter. To participate in the State of Michigan program, we need to order the salt now.

Recommendation

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

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



Administrative Recommendation

City of Plymouth
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Plymouth, Michigan 48170-1637

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Road Salt Bids for 2022 - 23 - 04-04-22.docx
Date: March 31, 2022
RE: Road Salt Bids for 2022 - 23

Background

The City is planning to use the MIDEAL or State of Michigan Purchase Contract for Road Salt for the upcoming 22 – 23 winter season. By using the State of Michigan contract, we are able to use the State's bidding procedures and take advantage of the large volume group pricing that is offered under the state contract.

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

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

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

RECOMMENDATION:

The City Administration recommends that the City Commission accept the terms for the State Bid for Road Salt for the upcoming winter season. We have prepared a proposed Resolution for the City Commission to consider regarding this matter. The only thing being authorized at this time is for the City to participate in the MIDEAL Program for road salt purchases and for 1,000 tons of salt. Should you have any questions in advance of the meeting please feel free to contact me.

RESOLUTION

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

WHEREAS The City of Plymouth operates a road system, and the winter months require that
The City take certain snow and ice control measures to ensure the public safety, and

WHEREAS The City of Plymouth uses a significant amount of Road Salt to keep the City's
Roads passable during the winter months, and

WHEREAS The City is may choose to participate in the State of Michigan group purchasing plan
Known as the MIDEAL for the purchase of Road Salt.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the City Administration to enter into an agreement with the State of Michigan for the purchase of Road Salt through the MIDEAL Extended Purchasing Plan for the 2022 - 23 winter season. The City shall contract for 1,000 tons of road salt and comply with the terms of the MIDEAL contract when it is awarded.



Administrative Recommendation

City of Plymouth
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Plymouth, Michigan 48170-1637

www.plymouthmi.gov
Phone 734-453-1234
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To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: *S:\Manager\Sincock Files\Memorandum - Good Neighbor Builder Code of Conduct - 04-04-22.docx*
Date: March 31, 2022
RE: Good Neighbor Builder Code of Conduct

Background

The City Commission set in their Strategic Plan to establish a Builder Good Neighbor Code of Conduct related to construction activities in the City. The purpose of the plan is to help encourage builders and contractors to be considerate of adjacent neighbors and the neighborhood in general. While at the same time recognizing that by default construction sites are dirty, dusty, muddy, and loud at times.

It should be noted that several of the major builders who complete projects in the City, also live here and have a vested interest in making the construction process as smooth and as safe as possible. While adherence to this program is voluntary, many of the issues in this program are required under the City's current ordinances and building code requirements.

We have attached a memorandum from Community Development Director John Buzuvis which further outlines this program and provides a draft of the Good Neighbor Builder Code of Conduct.

Recommendation

The City Administration recommends that the City Commission adopt the Good Neighbor Builder Code of Conduct program. This will meet one of the key goal areas of the City Commission's Strategic Plan. While this program will help promote good conduct by builders, we must at the same time recognize that construction sites are dirty, dusty, muddy, and loud at times and there is a level of reasonableness that goes with this program.

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 John Buzuvis or myself.

MEMORANDUM

Date: March 30, 2022
To: Paul J. Sincock, City Manager
From: John Buzuvis, Community Development Director
Subject: Good Neighbor Builder Code of Conduct

Background: Goal Area Four of the City's Strategic Plan identifies Attractive, Livable Community as an area of focus for the next five years. As part of that goal area the City Commission has identified the development and adoption of a Builders Code of Conduct as an important task in achieving this goal. Enclosed is a draft Good Neighbor Builder Code of Conduct for the City Commission to consider. The language for this document is similar to codes of conduct in other communities including Birmingham.

The code of conduct encourages builders and contractors to be considerate to adjacent neighbors and the neighborhood in general, communicate with neighbors, maintain safe, secure, and tidy construction sites, and take steps to minimize negative impacts. The code also encourages the preservation of existing natural features and the design of projects that blend into the neighborhood. Adherence to the code of conduct will be voluntary; however, the expectations in the code are, in some ways, reflective of and a narrative version of current ordinances and building code requirements.

Keep in mind that construction sites are dirty, dusty, and loud at times by default and there are fits and bursts of activity on these sites as various contractors complete their work. Staff is constantly monitoring sites and in communication with builders on items to be addressed. The proposed code of conduct is an opportunity to present the builders with the City Commissions hopes for how sites are maintained and how builders interact with neighbors.

The adoption of this language will give the administration the basis to implement a construction site signage program (for those choosing to take part in the program) as well as other educational and informational materials about the program. The code will be included in building permit approval packages and will serve as a good reminder for builders on expectations.

Many of the builders completing projects in town also live here and have a vested interest in making the construction process as smooth and safe as possible for everyone involved and the administration has developed good working relationships with them over the years. We believe many builders will be receptive to the code of conduct and will be interested to track builder "buy-in" in the program.

DRAFT GOOD NEIGHBOR BUILDER CODE OF CONDUCT

The City of Plymouth encourages responsible, considerate development in its residential and commercial neighborhoods. Builders* have the right to develop their property consistent with the laws of the City of Plymouth, Wayne County, and the State of Michigan. To preempt disputes and encourage goodwill, we ask Builders to adhere to this Good Neighbor Builder Code of Conduct:

Be Good Guests

Builders are guests in our community and are expected to respect the existing neighbors and their property. Builders are expected to operate within the confines of the Plymouth city ordinances, codes, and policies and should make every reasonable effort to operate in the least disruptive fashion possible as to equipment operation, noise of operations, employee behavior, cleanliness of the site, and safety of the site.

Facilitate Communication with Neighbors

We encourage builders to communicate with the adjacent neighbors by explaining their proposed project, expected duration of construction, and names of contacts. Additionally, builders should attempt to determine if any problems could be avoided and attempt to address any concerns of the neighbors before the project starts. City Community Development staff will make the site plans and exterior elevations available to the public at city hall pursuant to the public disclosure laws.

Manage and Secure Construction Sites

Builders should manage the site to minimize safety risks to their neighbors and the public at large. Site management, including controlling the material and equipment deliveries so as not to overload the site or the right-of-way, is expected. Excavating for footings and foundations is expected to be timed so that construction follows as quickly as possible to minimize the safety risks of open unprotected excavations.

Compliance with the construction site fencing, silt fencing, and Wayne County Soil Erosion policies is required. Every effort should be made to keep adjacent public sidewalks open and usable or a sidewalk closure permit must be obtained. Unless closed with a temporary sidewalk, closure permit sidewalks must be kept clean, clear, and passable of debris, dirt, mud, etc. Snow and ice must also be removed from sidewalks within 24 hours of accumulation. Grass and weeds on all construction sites must be trimmed and in compliance with local ordinance requirements.

Walkways leading to and from schools and public facilities require extra care to avoid even temporary closure during normal travel time. Placement of portable restroom facilities and solid waste disposal should be placed on the building site to minimize the impact on neighboring property. Use the link below to review the City's construction site maintenance provisions and regulations:

[Construction Site Regulations](#)

Exert Care to Prevent Negative Impacts

Builders are to exert extreme care in designing their projects and constructing their improvements to avoid cutting cable, telephone, power lines, etc. Care is to be exercised in grading and excavating so as to prevent damage to property, trees, and landscaping on neighboring properties and public rights-of-way. Adequate provision for power and water is to be provided on-site; unlicensed use of a neighbor's utilities is prohibited.

Consider the Surroundings

Builders are encouraged to preserve existing natural features on their property including trees and shrubbery. Efforts to blend designs into existing neighborhoods are encouraged. Builders are encouraged to maintain as much permeable surface as possible to reduce stormwater run-off.

**The use of the term Builder includes the developing lot owner, the general contractor of a construction project, and/or all subcontractors.*

Sample Resolution

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

WHEREAS The City Commission has identified Attractive, Livable Communities as goal area four of the City's Strategic Plan, and

WHEREAS A Builders Code of Conduct is identified as an action step in goal area four, and

WHEREAS The City Commission has worked with the administration to develop the Good Neighbor Builder Code of Conduct, which encourages safe, tidy and neighborhood friendly construction sites, and

WHEREAS The City Commission encourages all builders to engage in the program,

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept and approve the enclosed Good Neighbor Builder Code of Conduct,

NOW BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth hereby directs the administration to develop include the Good Builder Code of Conduct into the regular information exchange with builders and develop a site signage program for those builders opting into the code of conduct

ITEM 9.a



Administrative Information – No Action Required

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 - Budget Message for City Comm Packet 04-04-22.docx
Date: March 31, 2022
RE: Presentation of the Budget

INFORMATION ONLY – No Action Required

The City Administration is required to present the City Commission with the proposed budget at the first meeting in April. We are currently in the final stages of putting the budget documents together. We normally pass the books out at the City Commission Meeting and make it available on-line at the same time.

The City Charter requires that the administration deliver a balanced budget to the City Commission. The Headlee Amendment and Proposal A will continue to impact our revenue sources now and into the future. We are now going into our eighth year in a row where we reduce General Fund operating tax rates, however voter approved debt millage is going up slightly in the proposed budget.

We are genuinely concerned about the 35th District Court as they are now an expense for the City, as they are operating at a deficit. The Court is independent of the City and we do not control their operations, but we have to pay their expenses in the event that expenses exceed their revenues. It should be noted that we predicted that the cost of adding a judge (in 2003) and related staff would lead to a situation where the court became a cost center for the City. The Court's deficit spending is causing the Court to merely pass along their deficit to the five local units of government to be paid.

Again, in the proposed budget we have attempted as much as possible to maintain service levels and to address higher costs for vendor services and the former defined benefit retirement plan, while providing a safe, clean community that delivers on the vision of the City Commission's strategic plan. The highest inflation rates in many years are impacting our operations. Something as simple as the cost of gasoline has an impact on our ability to maintain our budget. We anticipate that we will continue to see increases in the cost of supplies and contractual services as those contractors who still are in business attempt to meet their higher expenses. Other utility costs for electric, natural gas or even water affects our operations and especially the General Fund. This

NO ACTION REQUIRED – Informational Only

will also affect our infrastructure program as contractors pass along higher expenses for fuel, employees, and supplies.

Despite our success at delivering a wide range of services, we all must be acutely aware that government cannot solve every individual issue or problem. Changing directions to respond to or developing specific ordinances to resolve a single issue will result in several unintended consequences in other areas.

The agreement with the City of Northville for fire service is now in the eleventh year of operation under a 12-year contract. Our efforts to continue to monitor and drive for improvement in their operations at the Plymouth Station were confirmed to be vital by the ICMA study and ICMA staff. The City Commission must now engage with Northville to plan for the future and come to some agreement on the future of fire services in the City of Plymouth before the end of the current contract.

Streets and maintenance of streets is a statewide issue, and it is no different here in Plymouth. Our residents have passed a road bond package which shows that streets are a huge factor in the Quality-of-Life for our residents. In this budget, we will continue to move forward with our infrastructure plan, but we will need to be aware of the anticipated escalating costs for 2022 and beyond. The volume of work available on a state-wide basis as well as limits on available employees and increased costs for supplies will affect our ability to complete as many projects as we may have initially planned.

We want to make special recognition of Finance Director John Scanlon and his staff who have put in extensive work to complete the proposed budget. The development of an award-winning budget is no small feat, and we are keenly aware of the many additional hours that John puts in on this project.

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

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

NO ACTION REQUIRED – Informational Only