



Plymouth City Commission

Regular Meeting Agenda

Tuesday, January 3, 2023 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/88672264544>

Passcode: 463000

Webinar ID: 886 7226 4544

1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call

2. APPROVAL OF MINUTES

- a. December 19, 2022 City Commission Regular Meeting Minutes

3. APPROVAL OF THE AGENDA

4. ENACTMENT OF THE CONSENT AGENDA

- a. Special Event: Spring Artisan Market - Saturday, April 22, 2023

5. CITIZEN COMMENTS

6. COMMISSION COMMENTS

7. OLD BUSINESS

8. NEW BUSINESS

- a. Annual State Highway Permit - 2023
- b. Impervious Pavement Ordinance – First Reading

9. REPORTS AND CORRESPONDENCE

- a. Liaison Reports
- b. Appointments – if needed

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



City of Plymouth
City Commission Regular Meeting Minutes
Monday, December 19, 2022, 7:00 p.m.
Plymouth City Hall 201 S. Main St. Plymouth, MI

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 and led the Pledge of Allegiance.

a. Roll Call

Present: Mayor Moroz, Mayor Pro Tem Suzi Deal, Commissioners Linda Filipczak, Jennifer Kehoe, Kelly O'Donnell, and Marques Thomey

Excused: Commissioner Alanna Maguire

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

2. APPROVAL OF MINUTES

Filipczak offered a motion, seconded by Thomey, to approve the minutes of the December 5, 2022, City Commission meeting.

MOTION PASSED 6-0

3. APPROVAL OF THE AGENDA

Filipczak offered a motion, seconded by Deal, to approve the agenda for Monday, December 19, 2022.

MOTION PASSED 6-0

4. ENACTMENT OF THE CONSENT AGENDA

a. Approval of November 2022 Bills

b. Special Event: 41st Annual Plymouth Ice Festival, Friday February 3 – Sunday February 5, 2023

Kehoe offered a motion, seconded by O'Donnell to approve the consent agenda for December 19, 2022.

MOTION PASSED 6-0

5. CITIZEN COMMENTS

Lee Jacinski, 1380 Maple, complimented the administration for running the City well. He also spoke about the tree ordinance and the need to be vigilant in enforcing it.

6. COMMISSION COMMENTS

Kehoe noted that it was the second night of Hannukah and offered a Happy Hannukah to all who celebrate it.

Thomey said the staff training was a great reminder of all the City accomplished this year.

Moroz thanked residents, businesses, and staff for all the behind-the-scenes work that goes into making the City run so well. He congratulated the Plymouth District Library for being named a "Star Library".

7. OLD BUSINESS

a. B-2 Central Business District Ordinance Amendments – Final Reading

Kehoe offered the following motion, seconded by O'Donnell

RESOLUTION 22-89

WHEREAS The City of Plymouth has Zoning Ordinances which from time to time need to be updated; and

WHEREAS Recently, the Zoning Board of Appeals made an interpretation of a Zoning Ordinance related to dental offices in the B-2, Central Business District; and

WHEREAS The Planning Commission held a public hearing on the proposed changes in the ordinance on September 14, 2022; and

WHEREAS The City Commission held a first reading of the ordinance at their meeting on December 5, 2022.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby direct that the Code of Ordinances of the City of Plymouth, Michigan, Section 78 is to be amended as attached at the second and final reading of the proposed changes.

- Section 78-21 – Define Personal Service establishment and retail establishment
- Section 78-100 – Intent amend section by adding and deleting content
- Sections 78-101, sub-sections 1, 2, 3, 10, 11, deleting sub-section 12 & 18, renumbering sub-sections 13, 14, 15, 16, 17.
- Sections 78-102, amend sub-sections 2 & 4

MOTION PASSED 6-0

8. NEW BUSINESS

a. Huron Valley Ambulance Contract Renewal

The following resolution was offered by Filipczak and seconded by Thomey

RESOLUTION 2022-90

WHEREAS The City of Plymouth has had a long-standing relationship with Huron Valley Ambulance who provide emergency and non-emergency medical services within the City; and

WHEREAS Huron Valley Ambulance has provided these services within the City since 1989; and

WHEREAS This would be a renewal of the contract between the City and Huron Valley Ambulance and it will be a ten-year (10) no cost agreement.

NOW THEREFORE BE IT RESOLVED THAT The City Commission of the City of Plymouth does hereby adopt the Paramedic Ambulance Service Agreement between the City and Huron Valley Ambulance, Inc. The mayor is authorized to sign the agreement on behalf of the City.

BE IT FURTHER RESOLVED THAT the City Clerk shall include the entire contract and exhibits as a part of the meeting minutes of this City Commission meeting.

PARAMEDIC AMBULANCE SERVICE AGREEMENT

THIS PARAMEDIC AMBULANCE SERVICE AGREEMENT (the "AGREEMENT") is made as of the 15th day of January 2023 by and between HURON VALLEY AMBULANCE, INC., ("HVA") a Michigan nonprofit corporation whose address is 1200 State Circle, Ann Arbor, Michigan 48108, and the CITY OF PLYMOUTH, a Michigan municipal corporation, whose address is 201 South Main Street, Plymouth, Michigan 48170 ("CITY").

The city desires to provide emergency paramedic ambulance service to all persons in need of emergency medical services within their boundaries.

Section 20948 of the Michigan Public Health Code, being Act No. 368 of the Michigan Public Acts of 1978, as amended (the "Public Health Code"), provides that local governmental units may contract for the provision of emergency ambulance services for the use and benefit of individuals in their areas.

The City has the power and authority under municipal law to enter into this Agreement to ensure the provision of ambulance services in furtherance of the public safety and welfare.

HVA is licensed under the Public Health Code to provide emergency paramedic ambulance services to individuals residing within the city and desires to do so.

The City and HVA desire to enter into an agreement for the provision of emergency ambulance services by HVA to individuals residing within the City.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, HVA and the City agree as follows:

1. Services.

- (a) HVA shall be available to provide, and provide upon request, emergency advanced life support ambulance services and non-emergent patient transport services, on a continuous seven (7) day per week and twenty-four (24) hour per day basis to individuals within the City (collectively, the

"Services").

- (b) All ambulances and personnel used by HVA in providing the Services shall be licensed by HVA under the Public Health Code.
- (c) It is the goal of HVA to provide Services in the manner set forth in the initial operating plan attached hereto as Exhibit A (the "Operating Plan"). The City acknowledges and agrees, however, that HVA shall have direction and control over the manner and method by which the Services are provided and that HVA may amend the Operating Plan from time to time if HVA, in good faith, determines that any such amendment is reasonable and appropriate. Material changes in the operating plan will be approved by the city.
- (d) HVA agrees to respond to emergency medical requests within the boundaries of the City within ten (10) minutes or less, ninety percent (90%) of the time. Exceptions to this requirement will be allowed in situations which are beyond HVA's control, as defined in the Operating Plan. The City may consider that a failure to meet this standard is substantial breach of this contract.
- (e) HVA agrees to act as a Secondary Public Safety Answering Point, and to provide medical self-help information when applicable to all 911 telephone callers that are transferred to HVA's central dispatching facility.
- (f) HVA shall provide the Services to individuals in the City without regard to race, creed, color, gender, sexual preference, age, physical handicap, marital status, national origin, ancestry, location within the City or ability to pay for Services.
- (g) HVA shall comply with all applicable federal, state, and local laws and the policies, procedures and protocols of the local medical control board.
- (h) HVA shall remain nationally accredited by the

Commission on Accreditation of Ambulance Services
for the duration of this agreement.

- (1) HVA shall provide a voluntary membership subscription program for qualified residents of the City. This voluntary subscription program, which is available for an annual fee established by the HVA Board of Trustees, shall cover out of pocket expenses for Services that are not covered by insurance or other federal or state programs for medically necessary ambulance transportation.
2. "911 and Other Emergency Calls for Services by the City. The City shall, through its respective primary public safety answering point, refer all "911 or other emergency medical or ambulance requests for Services within the City to HVA within a timely manner.
3. HVA as transport agency. The City hereby designates HVA as the agency to transport patients requiring ambulance transportation. The City may, at its discretion, also operate licensed ambulances or fire vehicles or fire engines for the purpose of being used as back up transport vehicles in cases of EMS system overload or to satisfy fire department mutual aid agreements to other communities. These municipal ambulances may transport patients in the following circumstances:
 - a. When requested by HVA personnel on scene or by request of HVA's dispatching center.
 - b. When HVA ambulances are unable to respond in a timely manner and the patient's condition will deteriorate due to the delay in transport. This determination will be made after the patient is clinically assessed on scene. In such cases, the fire department will determine HVA's estimated time of arrival (ETA) before beginning patient transport.
 - c. In other municipalities after receiving a mutual aid request for ambulance response.

HVA agrees to transport patients to the appropriate hospital or other destination of the patient's choice, and in accordance with protocols established by the local medical control authority.

4. Payment for Services. HVA shall undertake to collect payment for the Services directly from those individuals within the City to whom they are provided, or from appropriate third-party payers such as Medicare, Medicaid, automobile insurance or health insurance. HVA ambulance charges will be set by the HVA Board of Trustees at rates like other communities serviced by HVA. Any increase in ambulance rates above five percent (5%) per year must be approved by the City. Such approval shall not be unreasonably withheld.
5. Subsidy Payments to HVA from the City. There shall be no subsidy payment to HVA by the City for Services provided under this Agreement.
6. Fund raising; Use of Donated Funds; Grant Funds. The City agrees to be supportive of HVA's fund raising efforts.

In the event that the City shall procure or receive grant funds for purposes of supporting the provision by HVA of the Services, and such funds are used to purchase equipment relating to provision of the Services, the parties hereto agree that all such equipment shall remain the property of the City but may be leased to HVA at nominal cost pursuant to a written lease to be entered into between the City and HVA.

7. Term and Termination.
 - (a) The term of this Agreement shall commence on the date first written above, and continue for an initial term expiring on June 30, 2033, and shall be automatically renewed for additional, successive one (1) year periods thereafter unless either party provides the other with not less than one hundred eighty (180) days advance written notice of the intent to terminate at the

expiration of the initial or any subsequent annual renewal of the term of this Agreement, with or without cause.

- (b) This Agreement may be sooner terminated on the first to occur of any of the following events:
- (1) If the parties mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.
 - (2) In the event of a substantial breach of this Agreement by any one of the parties, if the non-defaulting party provides written notice of the breach to the defaulting party and the breach is not corrected within thirty (30) days, this Agreement may be terminated at the option of the non-defaulting party by giving written notice to the other parties to this Agreement.

Notwithstanding the termination of this Agreement, any liability or obligation of any party which may have accrued prior to such termination shall continue in full force and effect.

8. Insurance. HVA shall, during the term of this Agreement, maintain professional liability insurance, no-fault automobile insurance, comprehensive general liability insurance, an umbrella policy, and all other insurance required by applicable federal, state, and local laws, with a combined coverage limit of not less than \$10,000,000 per occurrence. If HVA is unable to purchase this level of coverage at reasonable premiums, HVA may reduce such coverage limit with the prior consent of the City, which shall not be unreasonably withheld or delayed. In no case will this coverage be less than \$5,000,000. HVA shall provide copies of the policies or certificates evidencing the existence and coverage of such insurance to the City upon written request thereafter to HVA. HVA shall cause the City to be named as an additional insured on HVA's policies of insurance for liability.

9. Independent Contractor. The parties to this Agreement acknowledge and agree that HVA shall perform the Services solely as an independent contractor of the City. Nothing in this Agreement is intended to create an employer/employee relationship, lessor/lessee, or a joint venture relationship between HVA and the City.
10. Assignment. Neither party hereto may assign this Agreement without the written consent of the other party hereto.
11. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
12. Governing Law. This Agreement shall be governed by, enforced, and construed in accordance with the laws of the State of Michigan, without giving effect to principals of conflicts of law.
13. Entire Agreement. This Agreement represents the entire agreement among the parties hereto with respect to the subject matter hereof and may not be modified except by an instrument in writing executed by all the parties hereto.
14. Notices. Notices required hereunder shall be in writing and shall be deemed given when mailed by prepaid certified mail, return receipt requested, addressed to the appropriate party at the address set forth in the introductory paragraph of this Agreement. Any party hereto may change its address by giving notice of such change to the other as provided in the foregoing sentence.
15. Limited Enforcement. This Agreement is intended solely for the benefit of the parties hereto, and there is no intention, express or otherwise, to create rights or interests for any individual, parent, guardian, or personal representative of any individual or any party or persons other than the City and HVA.
16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute

an original, and all of which together shall

constitute one and the same instrument.

HVA and the City have executed this Agreement as of the day and year first written above.

HURON VALLEY AMBULANCE, INC.
"HVA"

CITY OF PLYMOUTH
"CITY"

Exhibit "A"

Operating Plan

Name of Operation

Paramedic ambulances provided under this agreement will be operated under the name of Huron Valley Ambulance, or HVA.

Operating Area

Our operating plan includes service to the City of Plymouth. HVA will base paramedic ambulances 24 hours a day, 7 days a week at 1270 Goldsmith, City of Plymouth, or at coverage posts in and/or near the community.

In any case, the closest ambulance will be dispatched to emergency medical requests within the city. During times when locally based ambulances are on calls and unavailable, ambulance coverage will be provided by other HVA ambulance stations or intermediate coverage posts in and nearby the community.

HVA ambulances are a part of a regional emergency medical services system. HVA continually relocates ambulances so that they can respond in a timely fashion throughout the region.

HVA agrees to use its best effort to position at least one ambulance so that it can respond to emergencies in the city in a timely fashion at all times.

HVA has provided paramedic ambulance service to the city since 1989.

It is the intent of this Operating Plan to continue to provide Priority 1 emergency response times which are consistent with past performance.

Exceptions to this response time calculation will be allowed in situations where the delay is beyond the control of HVA. These include but are not limited to:

1. Inclement weather or road conditions.
2. Blockage, due to road closures, hazards, or trains.
3. Improper incident locations or directions from the caller or the primary public safety answering point.
4. The second or subsequent ambulances arriving on a call.
5. Unsecure situations, which need to be secured by police.
6. In cases of priority upgrade, the response time will be calculated beginning at the time of the upgrade.

HVA will notify the dispatching center for the city of the response location ambulances whenever practical.

Receipt of Calls, Dispatching of HVA Units

HVA will join the city by encouraging residents to dial 9-1-1 for medical emergencies. Whenever possible or practicable, callers reporting medical emergencies will be transferred to the HVA dispatching center for the purpose of triaging the appropriate response and providing medical self-help instructions. 9-1-1 trunk lines exist for the transfer of 9-1-1 calls and a direct line is in place between our communications center and the City's public safety answering point.

If HVA receives a direct emergency call, the fire department will be notified by HVA, however, HVA will not typically notify the fire department when the direct caller specifically requests that the fire department not be sent, or when responding to facilities where licensed health professionals are already on scene (including hospitals, nursing homes and physician offices).

9. REPORTS AND CORRESPONDENCE

a. Liaison Reports

O'Donnell said the Planning Commission heard presentations on the zoning audit and the master plan review process at their meeting last week.

Kehoe said the Zoning Board of Appeals decided converting a garage into living space would not trigger a FAR review at their December meeting.

b. Appointments – if needed

There were no appointments.

c. Pension/OPEB Report

Finance Director John Scanlon reviewed the pension/OPEB report, and the City Commission accepted it.

d. Audit Presentation – PSLZ

Rana Emmons of PSLZ reviewed the audited financial report for the fiscal year ended June 30, 2022.

10. ADJOURNMENT

A motion to adjourn was offered by Filipczak and seconded by Deal at 7:32 p.m.

MOTION PASSED 6-0

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 Plymouth Downtown Development Authority

Ph# 734/455-1453 Fax# _____ Email tbruscato@plymouthmi.gov Website downtownplymouth.org

Address 831 Penniman City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Sam Plymale Title DDA Director

Ph# 734/455-1453 Fax# _____ Email splymale@plymouthmi.gov Cell# 734/751-1367

Address 831 Penniman City Plymouth State MI Zip 48187

Event Name Downtown Plymouth Spring Artisan Market

Event Purpose A Farmers Market-like event in the Gathering and on Penniman Ave. as well as a Downtown Plymouth sidewalk sale

Event Date(s) Saturday, April 22, 2023

Event Times 9 a.m. to 3 p.m.

Event Location The Gathering, Penniman Ave., and throughout the downtown district

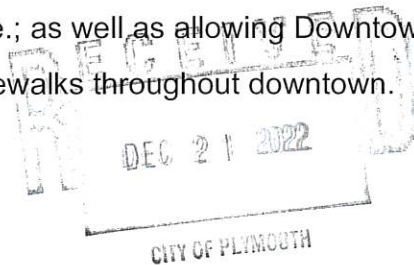
What Kind Of Activities? Individual vendors will set up in the Gathering and on Penniman between Main St. and Union St.

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.)

A Farmers Market-like event with the usual footprint in the Gathering and Penniman Ave.; as well as allowing Downtown Plymouth businesses to have sale items on the sidewalks throughout downtown.



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): fourth weekend in April

Next year's specific dates: April 27, 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)

Electricity, public bathrooms, signs put up to keep parking from the Gathering and Penniman the day prior to the event

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:


Throughout Downtown Plymouth to encourage visitors to stay and support local businesses.

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.

12/20/2022

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: Spring Artisan Market 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
<i>No Parking signs And Road Closures</i>				
\$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
<i>No SERVICES NEEDED</i>				
Labor Costs \$	Equipment Costs \$	Materials Costs \$		
FIRE:	Approved	Denied	(list reason for denial)	Initial
Labor Costs \$	Equipment Costs \$	Materials Costs \$		
HVA:	Approved	Denied	(list reason for denial)	Initial
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial
<i>SBP</i>				
Labor Costs \$	Equipment Costs \$	Materials Costs \$		
RISK-MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial
<u>Class I – Low Hazard</u>				
Class II – Moderate Hazard Event Sponsors must provide current Certificate of Insurance naming City				
Class III – High Hazard of 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 _____				



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 - Annual State Highway Permit - 2023 - 01-03-23.docx
Date: December 23, 2022
RE: Annual State Highway Permit – 2023

Background

Recently, the City Commission approved the annual permits for County roads and rights of way that allows the city to do maintenance and repairs to utilities in those areas. We must also obtain an annual permit to work in the State right of way.

The City is required to file a new permit for operations within the right of way of the State Trunkline Road, namely Ann Arbor Road. The City has water mains and sanitary sewers located in the right of way of Ann Arbor Road and our routine and emergency maintenance of those facilities requires that we obtain a permit to complete the work. This is an annual permit process.

The State of Michigan requires that we have a City Commission Resolution designating the persons authorized to make application to the State for a permit. For the past several years, this has been the City Manager, Municipal Services Supervisors and Director of Public Safety.

RECOMMENDATION:

The City Administration recommends that the City Commission authorize the City Manager, Municipal Services Supervisors, and Director of Public Safety to sign the Application and Permit for operations within state trunkline right of way. This will allow the Administration to process the documentation with the State of Michigan.

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



Department of Municipal Services

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

Date: December 14, 2022
To: Paul Sincock, City Manager
From: Chris S. Porman, Assistant City Manager/Director of Municipal Services
Re: 2023 Annual State Highway Permit

Background:

Each year, the City of Plymouth must file a new permit for operations within the State Trunkline Right of Way (Ann Arbor Road), per Michigan Department of Transportation (MDOT). The City has water mains and sanitary sewers located within the right of way along Ann Arbor Road and any routine or emergency repairs require we have a permit on file.

MDOT requires, as part of the process, that we pass a resolution designating the individuals authorized to make application to the State for a permit. For the past several years, this has been DMS Supervisors and the Director of Public Safety.

The City Commission will need to authorize the DMS Supervisors and Director of Public Safety to sign the application and permit for operations within the State trunkline right of way. This will allow us to process the permit documentation with the State of Michigan.

I have enclosed a State of Michigan proposed Resolution for consideration. This is the same resolution that the Commission has passed in previous years for this permit. Should you have any questions, please feel free to contact me.

PERFORMANCE RESOLUTION FOR MUNICIPALITIES

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

RESOLVED WHEREAS, the _____
(County, City, Village, Township, etc.)

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

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

1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY. Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
7. The incorporation by the DEPARTMENT of this *Resolution* as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
8. This *Resolution* shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

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

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

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

the _____
(Name of Board, etc.)
of the _____ of _____
(Name of MUNICIPALITY) (County)
at a _____ meeting held on the _____ day
of _____ A.D. _____.

Signed

Title

Print Signed Name



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 - Impervious Surface Ordinance Amendments 1st Reading - 01-03-22.docx*
Date: December 28, 2022
RE: Impervious Surface Ordinance Amendments

Background

The City Commission adopted as part of their one-year tasks to “explore/create an impervious surface ordinance.” The Planning Commission has taken this matter up and has made a recommendation to the City Commission.

The Planning Commission is doing edits to existing ordinances to limit build environments and require landscaping. There are also changes to the planting lists. However, it should be noted that there may be areas in the City where we are not able to provide “ample space” for street trees, due to narrow tree lawn areas.

We have attached a memorandum from Planning Director Greta Bolhuis which further outlines this issue.

Recommendation

The Planning Commission has recommended to the City Commission changes in Section 78 of the City’s Code of Ordinances. The Planning Commission has previously held a public hearing on this matter. We have attached a proposed Resolution for the City Commission to consider regarding this matter.

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



Administrative Recommendation

City of Plymouth
201 S. Main
Plymouth, Michigan 48170

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

To: Paul J. Sincok, City Manager
From: Greta Bolhuis, AICP, Planning and Community Development Director
Date: December 27, 2022
Re: Impervious Surface Ordinance Edits

GB

Background:

The City Commission adopted their five-year strategic plan with a goal area of Sustainable Infrastructure. One of the one-year tasks under this goal area was to “Explore/create an impervious surface ordinance”. The Planning Commission created their own goals for 2022. One of their goals was to “Explore an impervious surface ordinance”. The proposed ordinance amendments are the result of the Planning Commission’s research and discussions.

The Planning Commission decided that the best path towards creating an impervious surface ordinance would be to edit existing ordinances to limit built environments and require landscaping. The schedule of regulations is proposed to be amended to require landscape area on single-family residential lots. Currently, landscaping is not required to be installed on any residential property and an owner could hypothetically pave their entire lot. Additional requirements are proposed to ensure front yards are landscaped and to ensure residential driveways do not take up the entire front of the lot.

Other amendments packaged within these impervious surface edits include changes to the suggested and prohibited plant list for projects required to go through site plan review. Invasive species were removed from the list and native species were added. It was also decided to remove Maple trees as suggested trees due to their overplanting throughout town and to ensure species diversity. Additionally, landscaping is proposed to be required in rights-of-way adjacent to residential properties. This aims to provide ample space for street trees to be planted and retained.

Amended requirements for residential driveways are proposed to prohibit circle driveways, limit the maximum width of the driveway at the property line, and ensure a 1-foot landscape buffer is provided adjacent to driveways. These requirements work in-tandem with the new landscape area requirement to minimize the size and area of new driveways on single-family residences.

The Planning Commission held a public hearing on this issue on September 14, 2022. The meeting minutes are attached for your reference. The City Attorney has reviewed the proposed changes.

Should you have any questions, please don’t hesitate to contact me directly.

Motion

Silvers offered a motion, seconded by Joy, to approve the special land use for SP22-04 at 900 N. Mill.

Finding of Fact

The proposed use aligns with the master plan.

Conditions

The Planning Commission relieves the applicant of requiring a landscaping buffer along Mill and Holbrook.

There was a roll call vote.

Yes: Joy, Medaugh, Saraswat, Silvers

No: Stalter

MOTION PASSED 4-1

Motion

Silvers offered a motion, seconded by Stalter, to approve SP22-04 for site plan approval.

Finding of Fact

The site and building are unchanged, and the applicant will resolve items to be addressed as outlined in the Carl Wortman report. These recommended changes are to be handled administratively with the building official.

Conditions

If the applicant uses a dumpster, it must be in an enclosure, as per ordinance.

Additional lighting may be required by the building department after review of the site due to operating hours a dark.

Amendment

Stalter asked to add a stipulation that the applicant provide information about where delivery trucks would be stationed on side. Silvers agreed to the amendment.

There was a roll call vote.

Yes: Joy, Medaugh, Saraswat, Stalter, Silvers

MOTION PASSED 5-0

b. Text Amendments for Impervious Surfaces

Silvers opened the public hearing at 8:07 p.m.

He read an email from Linda Gobeski, 180 Burroughs, who was concerned about the size of new homes and the lack of greenspace around them.

Silvers closed the public hearing at 8:10 p.m.

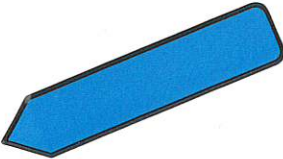
The group discussed wording and clarity, and there was consensus that the wording in 78-191 be changed to read, "...in all zoning districts in which they are located."

Medaugh offered a motion, seconded by Stalter, to recommend the changes to the impervious surface ordinance to the City Commission with the grammatical change that was discussed.

There was a roll call vote.

Yes: Joy, Medaugh, Saraswat, Stalter, Silvers

MOTION PASSED 5-0





Plymouth Planning Commission
Regular Meeting Minutes
Wednesday, December 14, 2022 - 7:00 p.m.
Plymouth City Hall 201 S. Main

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

Chair Karen Sisolak called the meeting to order at 7:00 p.m.

Present: Chair Sisolak, Vice Chair Silvers, Commissioners Joe Hawthorne, Tim Joy, Jennifer Mariucci, Kyle Medaugh, Hollie Saraswat, Eric Stalter

Excused: Commissioner Shannon Adams,

Also present: City Commissioner Kelly O'Donnell, Community Development Director Greta Bolhuis, and Planning Consultant Megan Masson-Minock

2. CITIZENS COMMENTS

There were no citizen comments

3. APPROVAL OF MEETING MINUTES

Joy offered a motion, seconded by Medaugh, to approve the minutes for the November 9, 2022, meeting.

There was a roll call vote.

Yes: Joy, Mariucci, Medaugh, Saraswat, Silvers, Stalter, Sisolak

Abstain: Hawthorne

MOTION PASSED 7-0

4. APPROVAL OF THE AGENDA

Hawthorne offered a motion, seconded by Joy, to approve the agenda for December 14, 2022.

There was a roll call vote.

Yes: Hawthorne, Joy, Mariucci, Medaugh, Saraswat, Silvers, Stalter, Sisolak

MOTION PASSED 8-0

5. COMMISSION COMMENTS

Sisolak thanked everyone for their hard work.

6. PUBLIC HEARINGS

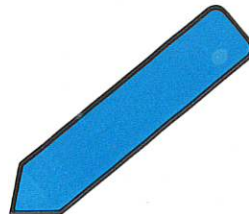
There were no public hearings

7. OLD BUSINESS

a. Impervious Surface Ordinance Edits

Bolhuis reviewed the edits and shared the City Attorney's recommendations. There was a discussion about these recommendations, and why the Planning Commission's decisions about driveway width

Planning Comm MTG Minutes 12/14/22



and the requirement to install landscaping prior to receiving a certificate of occupancy were changed. O'Donnell said the City Commission would review the ordinance and would give the Planning Commission feedback if they made any changes. It was agreed that the Planning Commission would send the ordinance language to the City Commission with the attorney's recommended changes in order to move the process forward.

8. NEW BUSINESS

a. Presentation of the Zoning Audit

Carlisle Wortman Planning Consultant Megan Masson-Minock gave an overview of the audit and its relationship to the upcoming five-year master plan review. She suggested the Planning Commission first address the items that don't comply with state or federal law and then expand on form-based codes in the master plan. It was agreed that Commissioners would review the audit document and narrow down the items they want to prioritize.

b. Presentation of the Master Plan Process

Bolhuis reviewed the purpose, content, and distribution process for the master plan. She also provided a suggested timeline for completing the review in 2023.

9. REPORTS AND CORRESPONDENCE

O'Donnell said the City Commission asked the administration to develop a paid parking plan for them to review, and recommended that Planning Commissioners watch the parking meeting videos on the City's website. She also reported that they had the first reading of the B 2 zoning changes the Planning Commission submitted, and that no changes were made.

Silvers said the Zoning Board of Appeals was asked to interpret whether the FAR ordinance would impact changing a non-conforming garage into living space. The ZBA ruled that doing so would not require a FAR review.

10. ADJOURNMENT

Joy offered a motion, seconded by Medaugh, to adjourn the meeting at 8:48 p.m.

There was a voice vote.

MOTION PASSED 8-0

PROPOSED EDITS:

Sec. 78-21 – Definitions

Landscape area means an area of ground surface that is planted with live plant material such as turf grass, ground cover, trees, shrubs, hedges, vines, flowers, and other live plant material. Landscape areas may also include other incidental natural materials such as woodchips, boulders, and mulch provided in combination with live plant material.

Permeable pavement means paving material that absorbs water or allows water to infiltrate through the paving material and then drains directly into the ground. This definition includes permeable pavers, porous concrete, permeable interlocking concrete pavers, concrete grid pavers, porous asphalt, and other material with similar characteristics.

Sec. 78-190 – Limiting height, bulk, density and area by zoning district.

Zoning District	Minimum Landscape Area Percentage of Lot
R-1 One-Family Residential	35 (x)
RT-1 Two-Family Residential	35 (x)
RM-1 Multi-Family Residential	35 (x)
RM-2 Multi-Family Residential	35 (x)
MU—Mixed Use	35 (x)
B-1 Local Business District	35 (x)

Sec. 78-191 – Notes to schedule.

(x) Landscape area shall be required only for single-family residential buildings in all zoning districts that they are located. A minimum of 60% of the front yard shall be landscape area. Up to 5% of the total landscape area may be permeable pavement.

Sec. 78-203. Plant material and landscaping requirements.

(5) *Suggested plant materials.*

a. *Evergreen trees:*

Pine (White)

Douglas-Fir

Fir

Hemlock

Spruce

b. *Narrow evergreens:*

Red Cedar

Arborvitae

Junipers

c. *Large deciduous trees:*

Zelkova

Sycamore

Tuliptree

Kentucky Coffeetree

Blackgum

Oaks

Ginkgo (male)

Birch
Linden
~~Hard Maples~~
Beech
Honey Locust (seedless & thornless)

d. *Small deciduous trees:*

Hornbeam
Hawthorn
Magnolia
Mountain Ash
Redbud
Flowering Dogwood
Flowering Crabapples (disease resistant varieties)

e. *Large shrubs:*

1. Deciduous:

~~Honeysuckle~~
Lilac
Forsythia
~~Border Privet~~
Staghorn Sumac
Pyracantha
~~Barberry~~
Flowering Quince
Sargent Crabapple
Dogwood (Silky, Red Osier, Grey)
Cotoneaster (Pekin, Spreading)
Common Witchhazel
Blackhaw Viburnum
Highbush Cranberry
American Elderberry

2. Evergreen:

Irish Yew
Hicks Yew
Mugo Pine
Pfitzer Juniper
Savin Juniper

f. *Medium to Small shrubs:*

1. Deciduous:

~~Regal Privet~~
Fragrant Sumac
Japanese Quince
Potentilla
~~Compact Burning Bush~~
Cotoneaster (Cranberry, Rockspray)
Red Chokeberry
Michigan Holly
Common Ninebark

Arrowwood Viburnum

New Jersey Tea

Buttonbush

2. Evergreen:

Dwarf Mugo Pine

Big Leaf Winter Creeper

Arborvitae

Low Spreading Junipers (Andora, Hughes, Tamarack, etc.)

Spreading Yews (Dense, Brown's, Ward, etc.)

g. ~~Trees not suggested~~ permitted:

Box Elder

Ash Trees

Willows

~~Soft Maples (Silver)~~

Poplars

Siberian Elms

~~Horse Chestnut (nut-bearing)~~

Tree of Heaven

~~Russian Olive~~

(6) Right-of-way landscaping requirements.

The right-of-way adjacent to residentially used properties shall be landscaped with live plant material such as turf grass, ground cover, trees, vines, flowers, and other live plant material. Exceptions are made for sidewalks, approaches to crosswalks, and approaches to driveways.

Sec. 78-219. Grading, drainage and building grades.

- (1) The ground areas outside the walls of any building or structure hereafter erected, altered, or moved shall be so designated that surface water shall flow away from the building walls in such a direction and with such a method of collection that inconvenience or damage to adjacent properties will not result. Where property is developed adjacent to existing properties previously developed, existing grades of adjacent properties shall have priority. Grades around houses or structures shall meet existing grades in the shortest possible distance, as determined by the building official, but under no circumstances shall exceed 1:4 slopes or 25 percent grades.
- (2) To minimize impacts on contiguous, previously developed, single-family residential property and ensure compatibility for new projects in established residential neighborhoods, the first story elevation height of new structures shall be consistent with the first floor elevation height of contiguous residences, in conformance with other requirements of this ordinance. Any property owner/developer who intends to add fill above the height of the existing contiguous grades shall demonstrate to the building official's satisfaction, that additional fill is not detrimental to surrounding properties in terms of compatibility and drainage.
- (3) A certificate of occupancy will not be issued until final grades are approved by the city building official. A certificate of grading shall be completed by the applicant. When possible, the certificate of grading should show landscaping areas. The building official shall require a certified copy of the grading plan to be submitted by a registered civil engineer or land surveyor.

Sec. 78-270 – Off-street parking requirements

- (a) There shall be provided in all districts at the time of erection or enlargement of any main building or structure, automobile off-street parking space with adequate access to all spaces. The number of off-street

parking spaces, in conjunction with all land or building uses, shall be provided prior to the issuance of a certificate of occupancy, as hereinafter prescribed.

(1) Off-street parking for other than residential use and other than those spaces accommodated by payment in lieu of parking as approved by the city commission shall be either on the same lot or within 300 feet of the building it is intended to serve, measured by public right-of-way from the nearest point of the building to the nearest point of the off-street parking lot. Ownership of the parking lot must be the same as the building. Spaces may be leased from municipal lots or other lots controlled by the city or downtown development authority (DDA), provided such spaces are within 300 feet of the building and the lease is not in default. Rate and terms of the leased spaces shall be determined by the city commission. Default of a parking lease agreement will constitute a violation and enforcement by the city.

(2) Residential off-street parking spaces shall consist of parking spaces, driveways, garage, or combination thereof and shall be located on the premises they are intended to service, and subject to the provisions of section 78-2732.

(3) Unless otherwise provided herein, off-street parking shall not be permitted in any required or non-required front yard, except for use of the driveway. Off-street parking shall be permitted within the required side or rear yard setbacks, provided a minimum five foot setback is maintained between off-street parking and the side and rear lot lines of all adjoining properties. This requirement may be waived or modified by the planning commission for sites where there is limited land area available to meet the strict requirements of this section or for sites where it is possible to provide additional landscaping or screening to buffer parking from adjoining uses and a public road right-of-way.

Sec. 78-273. – Residential driveways.

(1) New driveways constructed for single-family residential access within the R-1 and RT-1 Districts shall meet all the following standards:

(a) Shall be a minimum of nine feet wide in width and clear of encumbrances such as columns or curbs.

(b) Shall be a maximum of 24 feet wide at the property line.

~~(b) Shall be located on the side of the new dwelling that is opposite any existing driveway on an adjacent parcel, when possible.~~

(c) The edge of the driveway including any necessary curbs shall be located at least one foot from off the side property line. The one-foot buffer area between the driveway edge and property line should be landscape area shall be landscaped with appropriate plant material such as turf grass, perennials or shrubs.

(d) One driveway is allowed per lot and one curb cut is allowed per driveway. A second curb cut is permitted only if connected to a public alley.

(e) Driveways that abut each other shall be relocated if possible.

(f) Any legal, non-conforming driveway may be repaved or reconstructed in the same location and in the same manner if it was established legally and with necessary permits.

(g) Parking is not permitted in any front yard except on a driveway.

~~(2) Existing driveways within the R-1 and RT-1 districts may be reconstructed in the same location. Where two existing driveways abut one another, they may continue but shall be relocated if possible; continuation of this condition is discouraged~~

Resolution

The following resolution was offered by _____ and seconded by _____

WHEREAS The City of Plymouth has zoning ordinances that need to from time to time needs to be updated, and

WHEREAS The City Commission had a one-year objective within the Strategic Plan to explore/create an impervious surface ordinance, and

WHEREAS The Planning Commission had a one-year goal to explore an impervious surface ordinance, and

WHEREAS The Planning Commission held a public hearing on the proposed changes on September 14, 2022.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby direct that the Code of Ordinances of the City of Plymouth, Michigan Section 78 is to be amended as attached at the First Reading of the proposed changes.

- Section 78-21 – Define landscape area and permeable pavement.
- Section 78-190 – Add content.
- Section 78-191 – Add new subsection (x).
- Section 78-203 – Add, delete, and amend content in subsection (5). Add subsection (6).
- Section 78-219 – Add content in subsection (3).
- Section 78-270 – Fix typo in subsection (a) (2).
- Section 78-273 – Add, delete, and amend content in subsection (1). Delete subsection (2).