



Plymouth City Commission

Regular Meeting Agenda

Tuesday, September 3, 2024 7:00 p.m.
Plymouth City Hall & Online Zoom Webinar

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

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

Join Zoom Webinar : <https://us02web.zoom.us/j/83814205422>

Passcode: 773379 Webinar ID: 838 1420 5422

1. **CALL TO ORDER**
 - a. Pledge of Allegiance
 - b. Roll Call
2. **APPROVAL OF MINUTES**
 - a. August 19, 2024 City Commission Special Meeting Minutes
 - b. August 19, 2024 City Commission Regular Meeting Minutes
3. **APPROVAL OF THE AGENDA**
4. **ENACTMENT OF THE CONSENT AGENDA**
5. **CITIZEN COMMENTS**
6. **COMMISSION COMMENTS**
7. **OLD BUSINESS**
8. **NEW BUSINESS**
 - a. Update Operations Policies for PCC – Ice Resurface Policy & Liquor Policy
 - b. Authorization for Replacement of Municipal Services Office Windows
9. **REPORTS AND CORRESPONDENCE**
 - a. Liaison Reports
 - b. Appointments

10. ADJOURNMENT

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.

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.

Meetings of the City of Plymouth are open to all without regard to race, sex, color, age, national origin, religion, height, weight, marital status, disability, or any other trait protected under applicable law. Any individual planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) should submit a request to the ADA Coordinator at 734-453-1234 ext. 234 at least two working days in advance of the meeting so an attempt can be made to make reasonable accommodations. The request may also be submitted via mail at 201 S. Main St. Plymouth, MI 48170, or email to clerk@plymouthmi.gov.

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

“The government in this community is small and accessible to all concerned.”

-Plymouth Mayor Joe Bida
November 1977



City of Plymouth - Meeting Minutes

City Commission Special Meeting

Monday, August 19, 2024

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

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

TIME: 5:00 p.m. in the Plymouth City Commission Conference Room -201 S. Main, Plymouth, MI 48170

PRESENT FROM CITY COMMISSION: Mayor Suzi Deal, Mayor Pro-Tem Kelly O'Donnell, Commissioners Linda Filipczak, Jennifer Kehoe, Alanna Maguire, Brock Minton, Nick Moroz.

EXCUSED: Commissioner Nick Moroz was excused.

Also present was City Manager Paul Sincock, Assistant City Manager Chris Porman, City Clerk Maureen Brodie, Finance Director John Scanlon.

1. MOTION TO GO INTO CLOSED SESSION

Closed Session – To discuss Attorney- Client Privileged and Confidential Communication

A motion was made by Commissioner Minton and seconded by Maguire to go into closed session to consult with its attorney regarding trial or settlement strategy at 5:01p.m.

Mayor Deal asked for a roll call vote: Yes: Maguire, Filipczak, O'Donnell, Minton, Kehoe, Deal
MOTION PASSED 6-0

2. CLOSED SESSION

To discuss Attorney/Client privileged information.

3. OPEN SESSION

The City Commission returned to open session at 6:01 p.m.

4. ADJOURNMENT

Hearing no further discussion, Mayor Deal asked for a motion to adjourn. A motion was made by Maguire seconded by Commissioner Filipczak to adjourn at 6:01 p.m.

MOTION PASSED

SUZI DEAL
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK



City of Plymouth
City Commission Regular Meeting Minutes
Monday, August 19, 2024, 7:00 p.m.
Kiwanis Park (Auburn & Junction)

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

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

1. CALL TO ORDER

- a. Mayor Suzi Deal called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.
- b. Roll Call

Present: Mayor Suzi Deal, Mayor Pro Tem Kelly O'Donnell, Commissioners Linda Filipczak, Jennifer Kehoe, Alanna Maguire, Brock Minton

Excused: Commissioner Nick Moroz

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

- c. Proclamation
Mayor Deal read a proclamation recognizing Constitution Week

2. APPROVAL OF MINUTES

Filipczak offered a motion, seconded by Minton to approve the August 5, 2024 City Commission Special Meeting Committee of the Whole and Regular Meeting minutes.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

3. APPROVAL OF THE AGENDA

Kehoe offered a motion, seconded by Filipczak to approve the agenda for the August 19, 2024 meeting with an amendment requested by Minton to move item (4.h) to new business (8.e) for additional action.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

4. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of July 2024 Bills
- b. Special Event: Walk of Trees, Friday 11/29/2024 – Monday 1/6/2025
- c. Special Event: Ladies Holiday Shopping Night, Thursday 11/21/2024
- d. Special Event: OVA Halloween Block Party, Sunday 10/27/2024
- e. Special Event: Old Village Chili Cookoff, Sunday 9/29/2024
- f. Special Event: Scarecrows in the Park, Friday 9/27/2024 – Friday 11/1/2024
- g. Special Event: Ladies Night Out, Thursday 9/19/2024
- h. ~~Special Event: Vote Yes for Our Plymouth Parks, Wednesday 9/11/2024~~

*(Minton requested to move this item to New Business to recuse himself due to conflict of interest in voting on this item. *Kehoe also later had the same request)*

Filipczak offered a motion, seconded by Maguire, to approve the consent agenda for August 19, 2024 as amended to move item 4.h to New Business Item 8.e.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

5. CITIZEN COMMENTS

Don Soenen, 46040 W Ann Arbor Trl and City business owner, spoke in support of the Old Village TIF.

6. COMMISSION COMMENTS

Commissioners spoke about the Old Village TIF being an item in the City's Strategic Plan this year and also about the survey that is available related to garbage collection.

Mayor Deal also commented that registration is open for Citizen's Academy.

7. OLD BUSINESS

No old business.

8. NEW BUSINESS

a. Authorization for Repairs to Gazebo at Starkweather Park

The following motion was offered by Filipczak and seconded by Kehoe:

RESOLUTION 2024-72

WHEREAS The City of Plymouth owns a number of public properties to enhance the public welfare, and provide for open space; and

WHEREAS From time to time there is a need for maintenance and refurbishment; and

WHEREAS The Gazebo in Starkweather Park (Farmer & Starkweather Streets) is in need of major repair and refurbishment; and

WHEREAS The city staff has been working with the Old Village Association through a private donor and the contractor to develop a partnership that will allow completion of the project.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a contract with Shaw Construction in the amount of \$26,941.11 for the repairs and refurbishment of the Gazebo in Starkweather Park. Funding for this project is authorized from the Capital Improvement Fund, with funds/reimbursement/donor in-kind contributions from the Old Village Association and the contractor. The City's share of the costs is \$13,470.56.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

b. Authorization for Repairs to Flat Bed Pick Up Truck

The following motion was offered by Minton and seconded by O'Donnell:

RESOLUTION 2024-73

WHEREAS The City of Plymouth maintains a wide variety of vehicles in its fleet operations, in an effort to protect the public health, safety, and welfare; and

WHEREAS From time to time it is necessary to make repairs to some vehicles and the city owns a GMC 2500 rancher style pick up truck and the rancher body needs to be replaced; and

WHEREAS The City has taken the vehicle to Truck and Trailer Specialties of Howell, a Michigan MIDeal vendor for repairs.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize repairs/replacement of the rancher body on a GMC 2500 pick up truck in accordance with their quotation of July 15, 2024, in an amount of \$11,540.00. Funding for this repair/replacement is authorized from the City Equipment Fund

There was a voice vote.

MOTION PASSED UNANIMOUSLY

c. Non-Profit Recognition - Lost Voices

The following motion was offered by Filipczak and seconded by Maguire:
RESOLUTION 2024-74



LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
(Required by MCL 432.103(k)(8))

At a REGULAR meeting of the PLYMOUTH CITY COMMISSION
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by MAYOR SUZI DEAL on AUGUST 19, 2024
DATE

at 7:00 a.m./p.m. the following resolution was offered:
TIME

Moved by COMMISSIONER FILIPCZAK and supported by COMMISSIONER KEHOE

that the request from LOST VOICES of PLYMOUTH, MI
NAME OF ORGANIZATION CITY

county of WAYNE, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for APPROVAL
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: <u>6</u>	Yeas: _____
Nays: <u>0</u>	Nays: _____
Absent: <u>1</u>	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and
 adopted by the PLYMOUTH CITY COMMISSION at a REGULAR
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on AUGUST 19, 2024
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

MAUREEN A. BRODIE, CITY CLERK
PRINTED NAME AND TITLE

201 S. MAIN ST., PLYMOUTH, MI 48170
ADDRESS

COMPLETION: Required
 PENALTY: Possible denial of application
 BSLC-G-1153(R/609)

There was a voice vote.
MOTION PASSED UNANIMOUSLY

d. Authorization to Purchase - Floor Scrubber

The following motion was offered by Filipczak and seconded by Minton:
RESOLUTION 2024-75

WHEREAS The City of Plymouth operates the Plymouth Cultural Center as a multi-purpose recreational facility, to promote the public health and welfare; and

WHEREAS There is a need to provide regular maintenance of the facility and one of the tools needed to complete the cleaning and disinfection of the facility is a floor scrubber machine; and

WHEREAS The City Administration did seek bids for a Viper AS530R Floor scrubber and three bids were received, with the low bid from Imperial Dade in the amount of \$7,699.99.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of a Viper AS530R Floor Scrubber in the amount of \$7,699.99 from Imperial Dade. Funding for this purchase is on page CIP113 of the Fiscal Year 24 - 25 Budget.

There was a voice vote.
MOTION PASSED UNANIMOUSLY

e. Special Event: Vote Yes for Our Plymouth Parks, Wednesday 9/11/2024

A motion was offered by Maguire and seconded by O'Donnell to allow Minton and Kehoe recuse themselves from voting on this item due to conflict of interest.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

A motion was offered by Maguire and seconded by O'Donnell for approval of this event.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

9. REPORTS AND CORRESPONDENCE

a. Liaison Reports

i. DDA Five-Year Strategic Action Plan

The City Commission received the above plan for review.

Kehoe provided an update on the Old Village Association and the DDA.

Deal provided an update on the DDA and Planning Commission.

b. Appointments (none)

10. ADJOURNMENT

*The next regular City Commission meeting is 7:00 pm on Tuesday September 3 at Plymouth City Hall.

Minton offered a motion, seconded by O'Donnell to adjourn the meeting at 7:24p.m.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

SUZI DEAL
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Update PCC Policies - Ice Arena Resurface Policy - Liquor Policy - 09-03-24.docx
Date: August 27, 2024
RE: Update Operations Policies PCC – Ice Resurface Policy & Liquor Policy

Background

The City has a wide variety of policies in place to assist in the operations of various Departments. The Recreation Department has two policies that we would like to update, and they are the Ice Resurface Safety Policy and the Cultural Center Liquor Policy. The Plymouth Cultural Center presents a number of safety and security issues as our limited staff must monitor and control the entire facility, as well as protecting our investment in equipment and fixtures. From time to time, it is necessary to update some policies and procedures to better serve our customers and provide safety for our staff.

The Ice Arena Resurface Safety Policy is one where it has become evident that we need to provide something in place in case a team violates the policy multiple times. While many people want to drive a Zamboni, it is difficult to "get it right." The Zamboni has significant blind spots while you are driving on the ice. It is critical to ensure that there is a clear ice surface before starting and to provide for employee safety prior to pucks being used before the arena doors are closed.

The updates to the PCC Liquor Policy are related to being able to confine any spillage on the floor from bar operations can be cleaned up quickly on a hard surface floor, rather than on carpeting. In addition, it helps staff keep on "eye" on the bar area while re-stocking.

We have attached a memorandum from Steve Anderson which further outlines the proposed changes in the two operational policies, which will provide additional background information.


Recommendation

The City Administration recommends that the City Commission adopt the updates to the Ice Arena Resurface Safety Policy and the Plymouth Cultural Center Liquor Policies and Pricing. 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 Steve Anderson or myself.



Memo

To: Paul Sincock, City Manager
From: Steve Anderson, Recreation Director 
CC:
Date: 8/26/2024
Re: Updates to Ice Resurface Safety Policy and PCC Liquor Policy

As you are aware, the Recreation Department likes to make various policies updates from time to time as new situations present themselves.

We would like to make a few updates to the Ice Resurface Safety Policy, last amended by the City Commission on 12-1-14. We would also like to update the PCC Liquor Policy, last amended by the City Commission on 6-24-14.

After receiving input from the Plymouth Hockey Association, the updates to the Ice Resurface Safety Policy clarifies the following:

1. Updates the process following multiple violations occurring by a specific team.
2. Stresses that teams must have all equipment, players, and non-designated staff off the ice when the curfew clock has sounded.
3. The Zamboni Driver is given the option to drive off the ice if they feel there is an unsafe situation.

The updates to the PCC liquor Policy are as follows:

1. Any rental that uses the service bar, must have the bar placed on the kitchen side of the room by the kitchen door. Any half Reception Room rentals that are using the service bar, must rent the kitchen side of the Reception Room.
2. Any rentals that choose to rent the stage side of the Reception Room may not use the Service Bar.

The intent of this policy change is so that the Service Bar is not out of sight of the bartender for extended periods of time while restocking bar supplies from the kitchen.

If there are any questions, please feel free to contact me at any time.

City of Plymouth

Recreation Department



Ice Arena Resurface Safety Policy

For City Commission Review 9-3-24

Definitions of a “Resurface” for the Ice Arena.

- The time designated between the end of one-time session and the beginning of another time session to shave and flood the ice to preserve quality and safety for the users.
- A resurface has ended and a new time session has begun when the Zamboni gates are closed by the Building Staff.

Required resurface times.

The Building Staff is required to conduct a resurface between each user session unless the following occurs:

- Resurface is waived by the user following a Mite or younger age group ice rental.

However:

- Resurfaces cannot be waived for consecutive resurface times.
- The Building Staff reserves the right to conduct the resurface if in their opinion it is required to preserve the quality or safety of the ice.

Mechanical Issues.

The Building Staff may waive a resurface in case of a mechanical failure of the Zamboni or the facility. If this were to occur, three options may take place:

- 1) The building staff will close the ice arena, and the user will receive a credit for the missed ice time.
- 2) The user has the choice to accept the ice “as is” and accept all responsibility for the use of that ice time. All appropriate fees will be charged.
- 3) The user may refuse the ice time and receive a credit for the missed ice time.

During the resurface of the ice.

- No skaters, players or participants are allowed on ice surface during a resurface until the Zamboni gates are closed.
- Only referees or adult coaches or other designated event volunteers are allowed on the Ice during a resurface with the purpose of moving goals, moving mini boards, or to correct safety issues.
- All user groups must have all pucks, training equipment and all players off the ice surface when curfew clock expires.
- During resurfaces, players are allowed to sit on the benches. However, players are not allowed to sit on the boards, lean over the boards or place anything directly above the ice surface.
- Goalies and other players are NOT allowed to stretch on the Ice during a resurface.
- No pucks or other objects are to be placed / thrown on the ice until the Zamboni Gates have been closed.

Building Staff - standard operating procedures for the Resurface Safety Policy.

- The building staff will not begin the resurface until all participants, players, team equipment and non-designated personnel are completely off the ice surface.
- If at any time a player, participant, participants equipment or non-designated personnel enters the ice during a resurface, the Zamboni Driver has the authority to leave the ice and may choose not to return to complete the resurface.

Administrative action for user groups in noncompliance.

If a user group fails to follow the Resurface Safety Policy, the Arena Management shall take the following action(s):

- First occurrence - E-mail and letter of notice to the Head Coach and/or President of the Hockey Association.
- Second occurrence – Team will be issued a \$30.00 fine.
- Third occurrence - Team will be issued a \$60.00 fine.
- Fourth occurrence - Team will be issued a \$150.00 fine.
- The City may suspend the team from renting the Ice Arena after all the above actions have been taken.

All fines will be billed to the team's affiliated association, and the association will be responsible for collection.

Administrative action for City Employees in noncompliance.

If a City Employee fails to follow the Resurface Safety Policy, City Administration shall take the following actions:

- Verbal reprimand up to and including termination of employment.

City of Plymouth Recreation Department



For City Commission Review 9-3-24

Plymouth Cultural Center Liquor Policies and Pricing

In effect for all room rentals after Sept. ??, ????

Thank you for considering the Plymouth Cultural Center for your banquet or reception.

The Plymouth Cultural Center has its own Class C liquor license which requires by State Law that no alcoholic beverage may be present in this facility unless it is purchased from the Plymouth Cultural Center / City of Plymouth Recreation Department.

- All rentals that choose to have alcohol at their event must purchase the alcoholic beverage on a per bottle basis. The renter would only be purchasing the actual bottle from the Recreation Department. The renter would provide bar supplies, including all mixers and garnishes.
- We require bartenders for most events. To schedule a bartender for your event, please contact the Recreation Department.
- Please make sure that you place your final order with the Recreation Department Staff three weeks prior to your event. If your order is not placed three weeks prior, availability of the liquor is not guaranteed.

Once again, by State Law... any alcoholic beverages within in the Plymouth Cultural Center are required to be bought and supplied by the Plymouth Cultural Center / City of Plymouth Recreation Department.

BY STATE LAW....

- Renters may not directly charge guests for alcoholic beverages or use alcoholic beverages as a fundraiser.
- All sales of alcoholic beverages within the Plymouth Cultural Center shall begin and end with the City Recreation Department. Violation of this rule shall close the bar and end the event immediately.

Additional information on “Per Bottle” alcohol events.

- Once the seal is broken, you pay for that bottle and by State Law it MAY NOT leave the building. For this reason, we suggest that you check with the bartender toward the end of the event and let them know if you wish to have any more bottles opened.
- If there is liquor you want that is not on our stock list, chances are we can get it for you. However, we can only order bottles in minimums of threes from the L.C.C. Therefore, you would have to purchase the entire order if it is used or not. In addition, by State law, the unused bottles may not be taken home by the renter.
- Any rental that uses the service bar, must have the bar placed on the kitchen side of the room by the kitchen door. Any half Reception Room rentals that are using the service bar, must rent the kitchen side of the Reception Room.
- Any rentals that choose to rent the stage side of the Reception Room may not use the Service Bar.
- All opened bottles are counted at the end of the night by the Building Event Supervisor. We encourage you to be present when the bottles are counted.
- The Building Supervisor will total the bar bill at the end of the night in the Main Recreation Office and review the bar bill with the renter at that time.
 - Payment is required at this time. Accepted forms of payment for bar bill, cash, check, or major credit cards (Visa, MC, AmEx, Discover).

Bartender Information

- Bartender services are \$35.00 per hour and required for liability reasons.
- Bartender services require a minimum of (4) hours per event. Events less than the four-hour minimum must pay the minimum hours of service.
- One bartender for parties for up to one hundred people. One hundred or more people require two bartenders.
- Bartenders can have a tip glass on the bar.

Beverage Pricing

- All beverage pricing shall be set by the facility management as is not negotiable.

R E S O L U T I O N

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

WHEREAS The City of Plymouth operates a facility known as the Plymouth Cultural Center as part of the Recreation Department to help to provide For the public health, welfare, and leisure time activities, and

WHEREAS From time to time it is necessary to update operational policies for The facility to ensure the safety of users of the facility.

NOW THEREFORE BE IT RESOLVED that the City Commission does hereby adopt updated policies and procedures known as the Ice Arena Resurface Safety Policy and the Plymouth Cultural Center Liquor Policies and Pricing. The updated policies shall be updated and take effect on September 3, 2024.



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:
Date: August 28, 2024
RE: Replacement of Municipal Services Office Windows

Background

The City Commission will recall as part of the Capital Outlay for this Fiscal Year you committed funds for the replacement of the windows at the Municipal Services offices. The current windows are approximately 30 years old, and they are not very energy efficient.

The Municipal Services staff met with multiple vendors to discuss the options for replacements and for water damage repair. We have attached a memorandum from Municipal Services Foreman Nick Johns which further outlines the process and the anticipated costs.

Recommendation

The City Administration recommends that the City Commission authorize a contract with Rocket Exteriors for window replacement in the amount of \$19,140. In addition, we recommend that the City Commission authorize a contingency of up to \$5,000 for drywall and water damage repairs for a total cost of up to \$24,140.00. This project is covered in the Capital Improvement Program Budget on page 109 of the budget.

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 Chris Porman or myself.



Department of Municipal Services

1231 Goldsmith, Plymouth, MI

734-453-7737

dms@plymouthmi.gov

Date: August 26th, 2024
To: Paul J. Sincock, City Manager
Chris Porman, Assistant City Manger & Director - DMS
From: Nick Johns, Foreman Department of Municipal Services
Re: Replacement of Municipal Services Office Windows

Background:

In the 2024-25 Budget, the windows at the Municipal Services office were identified and added as a Capital Outlay Expense of \$25,000.00. The current windows at Municipal Services office are original to the building and currently failing, especially the seals on the west side of the office.

We met with multiple vendors to discuss the options available for repair/replacement of the windows and see what solutions they could provide. The windows, or more specifically the seals, are beyond repair and require replacement. We received three quotes for replacement of the windows of comparable products. We received pricing from Peterson Glass Company, Shaw Construction, and Rocket Exteriors, with Rocket Exteriors providing the lowest pricing based on our needs. The pricing for the windows is listed at \$19,140.00; however, we would like to request a significant contingency for drywall/plaster repair where there was water infiltration on the west end of the front office.

Recommendation

We would recommend that we seek approval from the City Commission for new windows at the DMS office in the amount of \$19,140.00. In addition, we would also request a contingency in the amount of \$5,000 for drywall/plaster repair. The total we are seeking is an amount not to exceed \$24,140.00. A copy of the proposals from the three companies as well as a copy of the Capital Improvement Budget Page is attached for reference.

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

CONSTRUCTION SERVICES PROPOSAL

DATE :	June 10th, 2024	ATTN :	Nick Johns
PROJECT NAME :	City Of Plymouth	OWNER :	City Of Plymouth
ADDRESS :	1231 Goldsmith Plymouth, MI 48170	ADDRESS :	1231 Goldsmith Plymouth, MI 48170

Rocket Exteriors is pleased to offer the following quotation for your review and consideration on the above referenced project :

SCOPE OF WORK :

Remove all commercial aluminum windows and frames on the office side of the building and replace with new 2" x 4 1/2" clear anodized aluminum finish glaze framing and 1" OA gray tempered insulated glass. Bottom to have subsill flashing. New framing will be caulked and sealed on the exterior.

Rocket Exteriors proposes to complete the above referenced scope of work for the total of Nineteen thousand, one hundred and forty dollars and zero cents. **(\$19,140.00)**.

Alternates- Change framing from three dividers to six dividers. **two thousand, nine hundred and forty dollars and zero cents (\$2,940.00)**

Add 42" x 24" hopper vent windows. **Add- one thousand, two hundred dollars and zero cents per window (\$1,200.00) per window.**

EXCLUSIONS :

- Any additional work not outlined above.
- Blind removal.
- Drywall or plaster work on the interior.
- paint or paint touch up around the new window and door units.

PAYMENT TERMS :

- NET 7 days.

TERMS & CONDITIONS :

Upon execution of this agreement, Owner hereby agrees that (a) he/she has reviewed this entire agreement; (b) the terms and conditions herein have been explained to him/her, he/she has a full and clear understanding of the meaning of all terms and conditions, and that he/she as been afforded the opportunity to propose alterations to any of the terms and conditions contained herein; (c) there are no other agreements or understandings, written, verbal, implied or otherwise between the parties unless explicitly set forth in this agreement; (d) Owner shall not rely on Contractor's advertising of any nature, or communications with salespersons in any form, unless explicitly set forth in this agreement; and (e) Owner holds, free and clear of any and all liens, encumbrances, and/or tax liens or claims of any nature by any third parties, the title to the property at which the improvements will be incorporated, except for a First Mortgage. Owner recognizes and agrees that : (a) Contractor has the sole and absolute right to select and utilize products, suppliers, manufacturers, brands, makes, models, material and chemical compositions of Contractor's own preference, and Contractor does not represent nor imply the guaranteed use of any specific products, suppliers, manufacturers, brands, makes, models, material or chemical compositions unless explicitly outlined herein, (b) Contractor does not perform any finish work including but not limited to drywall finishing, painting, decorating or finishing of wood products in relation to Contractor's performance of work outlined herein, except as explicitly outlined in the agreement, and any resulting work shall be the sole responsibility of the Owner, even if such resulting work is a direct result of the installations performed by the Contractor; (c) Owner acknowledges that Contractor's performance of work is conditioned on the purchasing and delivery of products custom to the Owner's residence, for which Contractor has no control, and that Contractor has made no guarantees as to the time of delivery, commencement, or completion of Contractor's work outlined herein except as explicitly outlined in this agreement, and neither party shall be held liable for any failure or delay in performing any obligation under this Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control; acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including the novel coronavirus Covid-19 pandemic), quarantine, civil unrest, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, strikes, fire, explosion, generalized lack of availability of raw materials or energy; (d) Contractor shall not be held liable for any existing violations, window treatments, alarms, air conditioning units, plumbing, electrical or electrical service charges; and (e) Owner acknowledges that Contractor relies solely on Owner's creditworthiness in Owner's performance of this agreement and is not conditioned upon Owner obtaining any third party financing except as specifically outlined herein. Owner hereby authorizes Contractor to procure and review credit history reports to determine Owner's creditworthiness. Upon notification of products received by Contractor, Owner agrees to allow access for installation of said products within twenty-one (21) calendar days, in the event that Owner fails to provide access for installation within the specified time period, Owner shall pay storage fees in the amount of twenty-five dollars (\$25.00) per calendar day, until access has been provided. Owner agrees not to adjust or modify, in any way, any work installed by Contractor for a period of not less than twenty-four (24) hours, upon completion of installation by Contractor under this agreement. This Agreement shall be deemed to have been executed in the City of Livonia, Michigan and is therefore subject to the jurisdiction of the 16th District Court of Livonia, Michigan. Owner is advised to consult with an independent counsel of their own choosing, and upon execution of this Agreement, knowingly and voluntarily waives his/her right to a trial by jury in any manner relating to this Agreement, and agrees to resolve any conflicts solely by judge. In the event that Owner fails to pay any amounts due hereunder or Owner breaches or defaults this Agreement in any way, Contractor shall be entitled to assess liquidated damages which shall include payment of the entire contract price, less any deposit remitted, plus any and all other damages incurred by Contractor as a result of such breach or default, as part of the bargain and not as penalty. Owner shall be solely responsible for all of Contractor's actual attorney fees and costs incurred in

ROCKET EXTERIORS

32553 Schoolcraft Road | Livonia, MI 48150

PH : (734) 644 - 8224 | rocketexteriors.com



the enforcement of this Agreement due to Owner's breach or default. In addition, Contractor shall be also be entitled to interest on any unpaid balance, at a rate of 18% per annum or the highest rate permitted by law, whichever is less. BUYERS RIGHT TO CANCEL - You, the buyer, have the right to cancel this transaction at any time prior to 12:00am midnight of the third business day after the date of this Agreement. See attached "Notice of Cancellation" form for a detailed explanation of this right. Additionally, the seller is prohibited from having an independent courier service, or other third party pick up your payment at your residence before the end of the three-business-day period in which you can cancel the transaction.

ACCEPTANCE :

The parties hereto make and execute this Construction Services Proposal as of the date(s) executed below.

Print Name (Rocket Exteriors)

Print Name

Signature (Rocket Exteriors)

Signature

Date

Date



**CONSTRUCTION &
MANAGEMENT CO.**

COMMERCIAL & INDUSTRIAL
GENERAL CONTRACTORS

December 5, 2023

Mr. Adam Gerlach
City Engineer
1231 Goldsmith
Plymouth, MI 48170
734-453-7737 x108

Re: City of Plymouth DPW Building Window Replacement
Version 2.0

Mr. Gerlach,

As requested we offer our estimate of **Thirty Five Thousand Nine Hundred Four Dollars (\$35,904.00)** to replace the office windows of DPW Building, 1231 Goldsmith, Plymouth, MI. Our estimate preparation was guided by a site visit.

- Remove existing windows
- Furnish and install clear anodized thermal aluminum framing with clear low E insulated glass
- See attached drawings for operable windows/vents with screens
- Clean up

Excluded:

- Sill replacement
- Cost of Permit
- Hazardous material removal
- Unforeseen conditions

Sincerely yours,

Shaw Construction & Management Co.

Theodore V. Barker, President



June 10, 2024

To:

City of Plymouth
Department of Municipal Services
1231 Goldsmith
Plymouth, Michigan 48170
Attn: Nick Johns

Project:

City of Plymouth
Department of Municipal Services
1231 Goldsmith
Plymouth, Michigan 48170

Scope:

- Remove existing storefront framing and glazing at (7) openings.
- Furnish and install 2" x 4 1/2" thermally broken storefront framing in clear anodized aluminum finish matching existing configuration.
- Furnish and install 1" clear low-e insulated glass at all locations.
- Caulk frames to adjacent surfaces at interior and exterior side.
- Furnish and install aluminum trim over existing columns between frames at north elevation
- Furnish and install (7) operable vents with screens, one at each frame (SEE ADD)
- Remove and replace existing interior and exterior entrances at North Elevation (SEE ADD)
New doors to include full height continuous hinges, latch lock with paddle at exterior door, dead bolt at interior door with thumb turn, push-pulls, automatic door operator with actuators at both doors, electric strike at exterior door only, door sweeps and thresholds.

Clarifications/Exclusions:

- Excludes installing after market UV film surfaced applied film.
- Excludes final cleaning.
- Labor based on Monday through Friday, 7:00 a.m. to 3:30 p.m.
- Excludes temporary protection of installed material.

Total: \$ **37,535.00** Base Price
 \$ **10,894.00** Add for (7) Operable Vents
 \$ **19,210.00** Add to Replace Entrances

James Hickey
Peterson Glass Company

Item Description	Req By	Account #	R N	Est Life	Dept Priority	Method of Funding			Dept Req Est Cost	Manager Revisions	Budgeted Cost
						Approp	Act 99	Bonds			
Municipal Services Department											
DMS FACILITY											
Replace Security/Fire Alarm system	MSD	101-900	-971.438	R 10	1	X			10,000	(10,000)	-
Renovate Office Entry + Increase Security	MSD	101-900	-971.438	R 10	1	X			20,000	-	20,000
→ Replace Windows Front Office	MSD	101-900	-971.438	R 15	2	X			25,000	-	25,000
Replace Entry & ADA Doors (Office & Garage)	MSD	101-900	-971.438	R 15	1	X			10,000	(10,000)	-
Install Backup Generator + EV Charging	MSD	101-900	-971.438	N 20	2	X			270,000	(270,000)	-
Repair Security Fence	MSD	101-900	-971.438	R 10	2	X			20,000	-	20,000
Replace Front Entry Gate	MSD	101-900	-971.438	R 10	2	X			25,000	-	25,000
Replace Office Furniture (Brk Rm Seats, Conf Table & File Cabs)	MSD	101-900	-971.438	R 5	2	X			15,000	-	15,000
Replace Flooring (Carpet, Tile, Vinyl, etc.)	MSD	101-900	-971.438	R 10	2	X			25,000	-	25,000
Exterior Paint	MSD	101-900	-971.438	R 10	2	X			60,000	(60,000)	-
Replace Gutters, Siding & Soffits at Front Office	MSD	101-900	-971.438	R 10	2	X			30,000	(30,000)	-
Renovate Wash Bay & Replace Powerwasher	MSD	101-900	-971.438	R 10	2	X			25,000	(25,000)	-
CEMETERY											
Riverside - Replace roadway pavement	MSD	101-900	-976.276	R 25	1	X			850,000	(850,000)	-
Riverside - Replace mausoleum repairs	MSD	101-900	-976.276	R 20	2	X			100,000	(100,000)	-
Riverside - Repair mausoleum masonry	MSD	101-900	-976.276	R 20	2	X			75,000	(75,000)	-
Riverside - Replace Garden Mausoleum Granite	MSD	101-900	-976.276	R 10	2	X			72,000	(72,000)	-
Riverside - 2023 Reno Plan retrofit existing crypt/niche fastner system	MSD	101-900	-976.276	R 20	2	X			650,000	-	650,000
Riverside - 2023 Reno Plan demo/retrofit/install new niches (Unit A & D)	MSD	101-900	-976.276	R 20	2	X			320,000	-	320,000
Riverside - 2023 Reno Plan demo/retrofit/install new niches (Couch Crypts)	MSD	101-900	-976.276	R 20	2	X			40,000	-	40,000
Riverside - 2023 Reno Plan retrofit/install new glass for niches	MSD	101-900	-976.276	R 20	2	X			90,000	-	90,000
CITY HALL											
Security Sysytem Enhancements	MIS	101-900	-971.436	R 10	1	X			25,000	(25,000)	-
Sloped Roof (Shingled) Roof Replacement	MSD	101-900	-971.436	R 25	1	X			120,000	-	120,000
Vestibule Security Enhancements	MSD	101-900	-971.436	R 25	1	X			85,000	-	85,000
Elevator Repairs/replacement	MSD	101-900	-971.436	R 25	2	X			100,000	(100,000)	-

RESOLUTION

WHEREAS The City of Plymouth operates a number of buildings in order to Help protect the public health, safety, and welfare, and

WHEREAS The Department of Municipal Services are First Responders for Emergency situations, and their facility is in need of replacement Windows, and

WHEREAS The City Administration has received three quotations for window Replacement.

NOW THEREFORE BE IT RESOLVED that the City Commission of the City of Plymouth does hereby authorize a contract in the amount of \$19,140.00 for replacement windows. Further, the City Commission authorizes up to \$5,000 to repair water damage from leaking windows. Funding for this project is in the Capital Improvement Program 100-900-971.438.