

# Plymouth City Commission

## Regular Meeting Agenda

Monday, April 17, 2023 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/84081049651>

Passcode: 602031

Webinar ID: 840 8104 9651

### 1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call
- c. Proclamations
  - i. Workers Memorial Day
  - ii. Arbor Day
  - iii. Day of Prayer

### 2. APPROVAL OF MINUTES

- a. April 3, 2023 City Commission w/DDA Committee of the Whole Meeting Minutes
- b. April 3, 2023 City Commission Regular Meeting Minutes
- c. April 6, 2023 City Commission Budget Review Session

### 3. APPROVAL OF THE AGENDA

### 4. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of March 2023 Bills
- b. Special Event: Robots in the Park – Sunday 8/13/23
- c. Special Event: Catholic Informational Tent – Saturdays 5/20/23, 6/24/23, 7/22/23, 8/19/23

### 5. CITIZEN COMMENTS

### 6. PUBLIC HEARING

- a. New Liquor License into City for Highline Spirits Company

### 7. COMMISSION COMMENTS

### 8. OLD BUSINESS

### 9. NEW BUSINESS

- a. FOIA Appeal
- b. Purchase Authorization of Backhoe
- c. Purchase Authorization of Nursery Jaws Tree Forks
- d. Lawn Mowing – Grass Cutting Leaf Pickup 2023 Season
- e. Cemetery Mausoleum Master Plan

### 10. REPORTS AND CORRESPONDENCE

- a. Liaison Reports
- b. Appointments
  - i. Cemetery Board

### 11. 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, 35<sup>th</sup> District Court, recreation department, and public safety
2. Incorporate eco-friendly, sustainable practices into city assets, services, and policies; including more environmentally friendly surfaces, reduced impervious surfaces, expanded recycling and composting services, prioritizing native and pollinator-friendly plants, encouraging rain gardens, and growing a mature tree canopy
3. Partner with or become members of additional environmentally aware organizations
4. Increase technology infrastructure into city assets, services, and policies
5. Continue sustainable infrastructure improvement for utilities, facilities, and fleet
6. Address changing vehicular habits, including paid parking system /parking deck replacement plan, electric vehicle (EV) charging stations, and one-way street options

### GOAL AREA TWO – STAFF DEVELOPMENT, TRAINING, AND SUCCESSION

#### OBJECTIVES

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

### GOAL AREA THREE - COMMUNITY CONNECTIVITY

#### OBJECTIVES

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

### GOAL AREA FOUR - ATTRACTIVE, LIVABLE COMMUNITY

#### OBJECTIVES

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

## PROCLAMATION

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- WHEREAS Every year on April 28, communities and worksites around the world honor friends, family members, and colleagues who have been killed or injured on the job; and
- WHEREAS In 2021, The Federal Bureau of Labor Statistics estimated that 5,190 workers were killed by traumatic injuries on the job. On average, nearly 100 workers died every week, at roughly 14 workplace deaths a day; and
- WHEREAS In 2021, 140<sup>1</sup> workers were lost through fatal workplace accidents in Michigan; and
- WHEREAS It is appropriate to honor the memory of the courageous and dedicated members of Michigan's labor force who have been injured or disabled or have died as a result of workplace accidents; and
- WHEREAS We remember those who have died in workplace catastrophes, suffered occupational-related diseases, or have been injured due to dangerous conditions; and
- WHEREAS Recognition of the integrity of Michigan's workforce and its achievements on behalf of the economic growth of our state is necessary; and
- WHEREAS The City of Plymouth wishes to pay tribute to the workers who have died or been injured or disabled in workplace accidents. We honor the contributions of Michigan's workforce and call for increased workplace safety; and
- WHEREAS The City of Plymouth renews our efforts to seek stronger workplace safety and health protections, better standards and enforcement, and fair and just compensation; and by rededicating ourselves to improving safety and health in every city workplace.

NOW, THEREFORE, I Nick Moroz, Mayor of the City of Plymouth, by virtue of the power vested in me under the Charter of the City, do hereby proclaim April 28, 2023:

### Workers Memorial Day

in the City of Plymouth, Michigan, and urge all citizens to recognize and honor the contributions of Michigan's workforce and call for increased workplace safety standards.

\*\*\*\*\*

*IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Plymouth, Michigan on this Seventeenth Day of April, Two Thousand, Twenty-Three.*

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*Nick Moroz, Mayor  
City of Plymouth*

<sup>1</sup> <https://www.bls.gov/iif/state-data/fatal-occupational-injuries-in-michigan-2021.htm>

## PROCLAMATION

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- WHEREAS** In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- WHEREAS** The holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and
- WHEREAS** Arbor Day is now observed throughout the nation and the world; and
- WHEREAS** Trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and
- WHEREAS** Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and
- WHEREAS** Trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and
- WHEREAS** Trees, wherever they are planted, are a source of joy and spiritual renewal.

**NOW, THEREFORE**, I, Nick Moroz, Mayor of the City of Plymouth, Michigan, do hereby proclaim April 28th, 2023 as

### Arbor Day

In the City of Plymouth, Michigan, and I urge all citizens to Celebrate Arbor Day and to support efforts to protect our trees and woodlands; and

**FURTHER**, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

*IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Official Seal of the City of Plymouth, Michigan to be affixed this Seventeenth Day of April, Two Thousand, Twenty-Three.*

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*Nick Moroz, Mayor  
City of Plymouth, Michigan*



## *Proclamation*

- WHEREAS** Throughout our history, Americans of many religions and belief systems have turned to prayer for strength, hope, and guidance. Prayer is a daily practice for many, whether it is to ask for help or strength, or to give thanks over blessings bestowed; and
- WHEREAS** The First Amendment to our Constitution protects the rights of free speech and religious liberty, including the right of all Americans to pray. These freedoms have helped us to create and sustain a Nation of religious vitality and diversity across the generations; and
- WHEREAS** Today, we remember and celebrate the role that prayer can play in our lives and in the life of our community. As we continue to confront the crises and challenges of our time those of faith can call upon the power of prayer to provide hope for the work ahead; and
- WHEREAS** We unite with purpose and resolve and recommit ourselves to the core freedoms that helped define and guide our Nation from its earliest days and we celebrate the good fortune that, as Americans, we can exercise our convictions freely — no matter our faith or beliefs.

**NOW THEREFORE**, I, Nick Moroz, Mayor of the City of Plymouth, do hereby proclaim May 4, 2023, a

## *Day of Prayer*

in the City of Plymouth and I invite the citizens of our community to give thanks, in accordance with their own faiths and consciences, for our many freedoms and blessings.

*In witness whereof, I have hereunto set my hand and caused the Seal of the City of Plymouth to be affixed hereto on this Seventeenth Day of April of Two Thousand Twenty-Three.*

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*Nick Moroz, Mayor  
City of Plymouth, Michigan*



## Plymouth City Commission with the Downtown Development Authority Committee of the Whole Parking Study Session Monday, April 3, 2023 6:00 p.m. Plymouth City Hall 201 S. Main Plymouth, MI 48170

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

[www.plymouthmi.gov](http://www.plymouthmi.gov)  
Phone 734-453-1234  
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### 1. CALL TO ORDER

Mayor Pro Tem Suzi Deal called the meeting to order at 6:00 p.m.

CITY COMMISSION MEMBERS PRESENT: Mayor Pro Tem Suzi Deal, Commissioners Linda Filipczak, Jennifer Kehoe, Alanna Maguire, Kelly O'Donnell, Marques Thomey

EXCUSED: Mayor Moroz

DOWNTOWN DEVELOPMENT AUTHORITY MEMBERS PRESENT: Chair Kerri Pollard, Members Jack Ayoub, Ellen Elliott, Andre Martinelli, Patrick O'Neill

ALSO PRESENT: City Manager Paul Sincok and Attorney Bob Marzano

### 2. PARKING DISCUSSION

Deal opened the meeting for discussion on the City Commission's previous request for information related to parklets, parking, patios and woonerfs to allow them to make a more informed decision on how they would like to proceed when the parking topic comes before the City Commission at an upcoming meeting this year.

City Manager Paul Sincok reviewed a presentation with the history of City discussions on parking back to 1976, followed by information on what paid parking kiosks, woonerfs (blended pedestrian and vehicle space), parklets (permanent walls) and patios (temporary structures) would involve.

Deal noted that the City Commission is not currently planning to do parklets.

City Commission members inquired and spoke on items including importance of prioritizing the best overall parking solutions while also considering things like City public spaces, cost to city, maintenance, revenue sources, walkability and overall value and long-term impact. Sincok confirmed that the current temporary patio policy should be updated to allow a longer term/added value for business owners if going forward with the temporary patio structures. This and any additional information requested or that presents itself will be included when provided to the City Commission for their decision.

DDA board members commented on items including pros/cons of woonerfs and permanent parklets vs. temporary patios, prioritization of solutions and considering revenue sources for parking deck solutions.

Karen Sisolak 939 Penniman and Pete Mundt 643 N. Harvey spoke about availability of this and other meetings/agenda items to residents.

**3. ADJOURNMENT**

A motion to adjourn was offered by Thomey and seconded by Filipczak at 6:49 p.m.

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NICK MOROZ  
MAYOR

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MAUREEN A. BRODIE, CMC, MiPMC  
CITY CLERK



City of Plymouth  
City Commission Regular Meeting Minutes  
Monday, April 3, 2023, 7:00 p.m.  
Plymouth City Hall 201 S. Main St. Plymouth, MI

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

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Phone 734-453-1234  
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**1. CALL TO ORDER**

a. Mayor Pro Tem Suzi Deal called the meeting to order and led the Pledge of Allegiance.

b. Roll Call

Mayor Pro Tem Deal, Commissioners Linda Filipczak, Jennifer Kehoe, Alanna Maguire, Kelly O'Donnell, and Marques Thomey

Excused: Mayor Nick Moroz

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

**2. APPROVAL OF MINUTES**

Kehoe offered a motion, seconded by Filipczak, to approve the minutes of the March 20, 2023 City Commission meeting.

There was a voice vote.

MOTION PASSED

**3. APPROVAL OF THE AGENDA**

Filipczak offered a motion, seconded by O'Donnell, to approve the agenda for Monday, April 3, 2023. O'Donnell noted that the special events were missing on the consent agenda, and asked that the Michigan Philharmonic Youth Orchestra event be added to the consent agenda, and that the Street Scenes event be moved to the regular agenda as item 8d for discussion. Filipczak agreed to this friendly amendment.

There was a voice vote.

MOTION PASSED

**4. ENACTMENT OF THE CONSENT AGENDA**

Filipczak offered a motion, seconded by Maguire, to approve the consent agenda.

a. Special Event: Michigan Philharmonic Youth Orchestra – Tuesday, June 6, 2023

There was a voice vote.

MOTION PASSED

**5. CITIZEN COMMENTS**

Ellen Elliott, 404 Irvin, said WWII Veteran Gene Overholt passed away.

Alan Ardanowski, 1120 Maple, said he was concerned about asbestos dust when buildings are torn down and asked the City to create a policy requiring contractors to spray water during demolition to reduce dust.

**6. COMMISSION COMMENTS**

O'Donnell said nominations for the Ruth Huston Whipple Award were due by April 30.  
Deal congratulated the following employees for their work anniversaries: Ron Baase – 26 years; Jeff Jones – 21 years; Sam Plymale – 9 years; James Baber – 9 years; George Bracken – 1 year.

**7. OLD BUSINESS**

There was no old business.

**8. NEW BUSINESS**

a. Intergovernmental Contract – Wayne County for Block Grant Funding (CBDG)  
The following resolution was offered by Thomey and seconded by Filipczak.

RESOLUTION 2023-27

WHEREAS The City Commission of the City of Plymouth has been a sub-recipient of the Wayne County for Community Development Block Grant funding for several decades; and

WHEREAS The Department of Housing and Urban Development (HUD), requires the City and County to renew Subrecipient Agreements from time to time; and

WHEREAS The City of Plymouth wishes to continue their relationship as a subrecipient of Wayne County for Community Development Block grant funding; and

WHEREAS The Department of Housing and Urban Development is requiring Wayne County to renew the Subrecipient Agreement with each subrecipient community to remain in compliance.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve the enclosed Subrecipient Agreement for Community Development Block Grant effective from July 1, 2022, through June 30, 2024.

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth authorizes the mayor to sign the agreement on behalf of the City of Plymouth.

There was a voice vote.

**MOTION PASSED**

SUBRECIPIENT AGREEMENT FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

BETWEEN THE  
CHARTER COUNTY OF WAYNE

AND

CITY OF PLYMOUTH

Term July 1, 2022 through June 30, 2024

**Catalog of Federal Domestic Assistance (CFDA)  
14.218 Community Development Block Grants/Entitlement Grants**



THIS SUBRECIPIENT AGREEMENT (“the “ Agreement”) is made effective as of the  1st  day of  July, 2022, by and between the Charter County of Wayne, acting through the Community Development Department a Division of the Economic Development Department whose address is the Guardian Building, 500 Griswold, Detroit, Michigan 48226 (hereinafter referred to as the “Recipient or County”) and the [COMMUNITYNAME], whose address is [ADDRESS] (the “Subrecipient”).

### Mutual Understandings

- A. Wayne County has entered into an agreement with the U.S. Department of Housing and Urban Development (“HUD”) to be the recipient of Community Development Block Grant (“CDBG”) Funds as an “Urban County” pursuant to the Housing and Community Development Act of 1974, as amended (the “Act”), Wayne County will receive these Funds to effect the purposes of its CDBG Program, pursuant to which it will make grants to eligible subrecipients to engage in community development activities.
- B. The Subrecipient has applied to the Recipient for a grant pursuant to the CDBG Program to provide financing for specific activities outlined in an application submitted to the Recipient for the HUD Program Year 2022 starting July 1, 2022 (“Program Year”).
- C. The Subrecipient may apply to the Recipient for additional grant Funds pursuant to the CDBG Program that are approved by the Wayne County Community Development Division for specific CDBG-eligible activities as Funds are available.
- D. Both the Subrecipient and the Recipient (“Parties”) by entering into this Agreement are bound in accordance with 24 CFR Part 570.503,
- E. The Work to be performed under this Agreement must be completed within twenty-four (24) months of July 1 of the respective HUD Program Year unless otherwise extended through the Recipient's administrative review process.
- F. The Parties are entering into this Agreement to memorialize the terms and conditions under which the grant will be made and administered.
- G. The exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement.

**Section 1**  
**Definitions**

In addition to the words and terms elsewhere defined in this Agreement and the exhibits hereto, the following words and terms as used in this Agreement shall have the following meanings for the purposes of this Agreement unless the context or use indicates another or different meaning or intent. Furthermore, any definition that conflicts with a definition as provided for in any laws, rules, and regulations applicable to Community Development Block Grants and a specific context shall supersede the definition or portion of the definition that conflicts below:

- 1.01. **“Agreement”** means this document in its final form, including all exhibits, as executed by the County and Subrecipient.
- 1.02. **“CDBG”** means Community Development Block Grant pursuant to the Housing and Community Development Act of 1974, as amended.
- 1.03. **“CDBG Funds”** means Community Development Block Grant Funds made available to the County pursuant to the Housing and Community Development Act of 1974, as amended for the purpose of dispensing these Funds for eligible CDBG Activities under this Agreement. **The CDBG Funds contemplated for this Agreement are \$20,000 (Twenty Thousand Dollars).**
- 1.04. **“City”** means the following:
- (i) Any unit of general local government located in Wayne County that is classified as a municipality by the United States Bureau of the Census, or
  - (ii) Any other unit of general local government located in Wayne County that is a town or township.
- 1.05. **“Closing or Closing Date”** shall mean the date and time, which shall be mutually agreed upon by the Subrecipient and the County, at which the Subrecipient shall execute this Agreement and any other documents deemed necessary by the County in connection with this transaction and Project.
- 1.06. **“Contractor”** shall mean an entity or person paid with CDBG Funds in return for a specific service (e.g., construction, program management). Contractors must be selected through a competitive procurement process by the Subrecipient unless otherwise noted in this Agreement.
- 1.07. **“Counsel”** shall mean a person admitted to practice law in the State of Michigan and who may be the legal advisor for the County or the Subrecipient.

- 1.08. **"LMA"** shall mean low and moderate income area benefiting all residents of a primarily residential area in which at least 51% of the residents have incomes at or below 80% of area income.
- 1.09. **"LMI"** shall mean low and moderate income.
- 1.10. **"LMH"** shall mean low and moderate housing activities that will be occupied by a household whose income is at or below 80% of area median income.
- 1.11. **"LMC"** shall mean low and moderate limited clientele activities whose income is at or below 80% of area median income.
- 1.12. **"LMJ"** shall mean low and moderate job creation and retention LMI benefit national objective addresses activities designed to create or retain permanent jobs, at least 51 percent of which will be made available to or held by LMI persons.
- 1.13. **"Program Income"** means revenue (i.e., gross income) received by a state, unit of general local government, or Subrecipient that is directly generated from the use of CDBG Funds.
- 1.14. **"Program Manager"** means the Wayne County staff person currently managing the Wayne County CDBG program.
- 1.15. **"Recipient"** or **"County"** shall mean the County of Wayne, Michigan.
- 1.16. **"Records"** shall mean all records, data, notes, reports, discs, and documents in whatever format related to this Agreement and the Work under this Agreement and as further defined in Section 5 of this Agreement.
- 1.17. **"Regulations"** shall mean the regulations relating to the CDBG Program promulgated by HUD.
- 1.18. **"Rehabilitation"** shall mean any rehabilitation of residential property to the extent necessary to comply with applicable laws, codes, and other requirements relating to housing safety, quality and habitability, in order to sell, or redevelop such homes and properties. Rehabilitation may include improvements to increase the energy efficiency or conservation of such homes and properties or provide a renewable energy source for such homes and properties.

- 1.19. “Subrecipient” shall mean the [COMMUNITYNAME], a unit of local government or municipality that the County has awarded CDBG Funds to perform eligible activities under the CDBG Program.

## Section 2

### **Statement of Purpose and Eligible Activities of the Housing and Community Development**

#### **Act**

#### **2.01 CDBG Objective**

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the community development program of each grantee, is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. By executing this Agreement the Subrecipient agrees with the Recipient to provide housing and community development activities in accordance with the objectives of the Act.

#### **2.02 Compliance With CDBG Eligible Activity Requirements**

The Subrecipient will be responsible for administering the CDBG Program in a manner satisfactory to the County and consistent with any standards as a condition of providing these Funds. The following is a list of eligible activities for CDBG under this Agreement:

Public services. Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer down payment assistance, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State

in which it is located) in the 12 calendar months before the submission of the action plan;

**2.03 National Objectives.**

Each eligible activity funded with CDBG Funds must meet one of the three national objectives:

**1. Benefits low and moderate income persons**

a. (LMA) Area Benefit -- activity provides benefit to area where at least 51% of residents receive low- to moderate-incomes:

- 1) Area is primarily residential and activity meets LMI needs.
- 2) Income levels are documented by Census or an approved substitute.
- 3) Exceptions apply under special circumstances.

b. (LMC) Limited Clientele -- activity benefits a limited number of persons who are at least 51% (LMI) Low and Moderate Income:

- 1) Persons are presumed to be LMI (abused children, elderly, homeless).
- 2) Assistance is for LMI persons owning or developing microenterprises.
- 3) Activity is a job training or placement activity. (Conditions do apply.)

c. (LMH) Housing -- activity provides or improves residential structures to be occupied by LMI persons:

- 1) At least 51% of units must be occupied by LMI.
- 2) Exceptions to the 51% rule are possible under limited circumstances.

d. (LMJ) Jobs -- activity creates or retains jobs:

- 1) At least 51% of the jobs must be held by or available to LMI persons.

**2. Aids in the prevention or elimination of slums or blight**

The area in which the activity occurs must be designated as slum or blighted. The following tests apply:

a. The delineated area in which the activity occurs must meet a definition of a slum, blighted, deteriorated or deteriorating area under state or local law;

- b. The area must also meet either one of the two conditions specified below:
  - 1) At least 25 percent of the properties throughout the area exhibit the following:
    - i. Physical deterioration of buildings/improvements;
    - ii. Abandonment of properties;
    - iii. Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings;
    - iv. Significant declines in property values or abnormally low property values relative to other areas in the community; or
    - v. Known or suspected environmental contamination. •
  - 2) Public improvements throughout the area are in a general state of deterioration. |
- c. Documentation must be maintained by the State on the boundaries of the area and the conditions that qualified the area at the time of its designation. The designation of an area as slum or blighted must be re-determined every 10 years for continued qualifications

**3. Meets a need having a particular urgency (referred to as urgent need).**

- 1) Conditions are a serious and immediate threat to health and welfare and are of recent origin
- 2) It cannot fund activity on its own as other sources of money are unavailable.

**Section 3**

**Statement of Work/Budget, Payment Guidelines, and Due Diligence Requirements**

**3.01 Description of Work and Deadlines**

The term of this Agreement is July 1, 2022 to June 30, 2024. The work to be performed for the eligible CDBG activities under this Agreement is set forth in the attached Appendix A (“Work”) and shall, at the election of Recipient, also conform to any submittals (i.e. RFPs or applications) by Subrecipient to Recipient in the process of receiving the CDBG Funds.



Any Work shall be completed on or before twenty-four (24) months from July 1 of the respective HUD Program Year unless otherwise extended through Recipient's approved modification process. The Subrecipient agrees that this deadline may be unilaterally shortened by the Recipient, at the Recipient's sole discretion, if a more expeditious schedule is required for the Recipient to comply with any HUD regulations, including, but not limited to, 24 CFR 570.902.

### **3.02 CDBG Activity Description**

The description of each CDBG activity shall be in sufficient detail as to provide a sound basis for the Recipient to effectively monitor performance under this Agreement. Such description will, at minimum, allow for a clear understanding of the need and benefit of the activity and the proposed eligible activity and National Objective. Recipient may ask for a written clarification of the work and CDBG activity at any time during this Agreement before making a payment under this Agreement. If such clarification does not reasonably indicate compliance with CDBG standards, Recipient will not be required to release any payment until a sufficient clarification is provided. The Subrecipient shall submit to the Recipient a budget covering the costs for the CDBG eligible activities.

### **3.03 Transfer or Reallocation**

During the term of this Agreement, Subrecipient may transfer or reallocate the budget covering costs between different eligible activities that were originally set up in the application. However, if an activity was not set up in the original application, then Subrecipient must follow the rules for public hearings to add such new activity. All transfers of eligible activities are limited to transfer within the CDBG Program only and with consent from the County.

### **3.04 Payment Restrictions**

It is expressly agreed and understood that the total amount to be paid by the Recipient under this Agreement shall not exceed the CDBG Funds amount **actually awarded and received by Recipient** for this Agreement as specifically noted in Section 1 (Definitions) of this

Agreement. It is also expressly agreed and understood that all amounts allocated hereunder to the Subrecipient by the Recipient shall be on a reimbursement basis for monies already spent by the Subrecipient or its contractors on approved (or pre-approved in writing if required by 2 CFR 200.407) eligible activities for projects meeting National Objectives. Subrecipient shall have no claim for detrimental reliance or otherwise for expenses it incurs for ineligible activities or projects not meeting National Objectives as interpreted by HUD or for claims for funds that have not been actually awarded to Recipient. All requests for payment reimbursements shall be submitted on a monthly basis with all the required documentations and certifications of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-85. All incomplete payment requests will not be processed and will be returned to the Subrecipient to complete.

### **3.05 Payment Disputes**

In the event that there is a disagreement over the eligibility of a payment by Recipient to Subrecipient of CDBG Funds under this Agreement, Recipient will not be required to make any such payment until a clear written ruling by HUD has been obtained. If the payment has already been made and the funds are still in the possession of Subrecipient or its agents, the funds will be returned to Recipient immediately until a written ruling by HUD has been obtained. Recipient may waive this requirement in writing or require another reasonable alternative such as escrow if it deems it in the best interest of the Recipient. In any event, Subrecipient must repay Recipient for any payment made by Recipient to Subrecipient subsequently disallowed by HUD. Such repayment will be with interest and administrative fees if HUD has demanded repayment and Recipient has already paid HUD.

### **3.06 Timely Execution of Agreement Required**

The CDBG Funds are subject to strict timelines for eligible expenditure or they are subject to recapture. Accordingly, strict adherence to deadlines is required to avoid such recapture and penalties. Subrecipients must return properly authorized and executed copies of this Agreement, with any accompanying resolutions required for proper authorization, within 30 days of receipt of the Agreement. Recipient will have the right to re-assign the CDBG

Funds allocated to Subrecipient if Subrecipient does not comply with the provisions of this sub-section and Subrecipient will have no claim against Recipient.

**3.07 Due Diligence Requirements**

Recipient may require Subrecipient to provide certain documents and documentation to ensure that the work is in compliance with CDBG Requirements and this Agreement. Subrecipient must provide such documentation in a reasonable and timely manner. Recipient may condition any payment under this Agreement on the provision of such documentation. All such requests will be made in writing by the Subrecipient.

**Section 4**

**Contractors**

**4.01 Using Contractors**

Subrecipient may only use a contractor for work performed with CDBG Funds in compliance with all applicable laws, rules, and regulations governing contractors for CDBG projects. Any request for reimbursement for a non-conforming use of contractors will be denied and may also require recoupment by Subrecipient of any compensation of the contractor in violation of any laws, rules, or regulations.

**4.02 Contractor Procurement**

Contractors must be procured competitively according to Federal Office of Management and Budget (OMB) rules, **24 CFR 85.36, and 2 CFR 200.320**. If the Subrecipient is acquiring goods and services, such as professional consulting, environmental review or planning, totaling no more than **\$100,000** then small purchase procurement (24 CFR 85.36(d)(1) and 84.44(e)(2)) can be used which allows Subrecipient to obtain quotes from potential vendors with a detailed description of the goods or services needed without publishing a formal request for proposals or invitation for bids. This method cannot be used if the amount of contract exceeds \$100,000 in value. In general, the small purchases

procedures also should not be used to acquire construction Contractors. It is recommended that these acquisitions occur under the sealed bid approach.

#### **4.03 Agreements with Contractors**

Subrecipients must enter into written agreements with Contractors.

In order to meet HUD and County CDBG Program requirements, agreements with Contractors must address the following:

1. Scope of services to be provided, consistent with this Agreement.
2. Identification of intended beneficiaries, if applicable.
3. Schedule for work completion.
4. Budget and payment schedule.
5. Provisions for termination for nonperformance or poor performance.
6. Other provisions required regarding:
  - a. Equal opportunity
  - b. Nondiscrimination
  - c. Labor standards
  - d. Anti-lobbying
  - e. Conflict of interest
7. Provisions for maintenance of workers' compensation insurance.
8. Provisions for maintenance of unemployment, disability and liability insurance as required.
9. Provisions for records retention (min. 4 yrs. from submittal of final expenditure report or conclusion of any audit or litigation).
10. Provision permitting monitoring/auditing by County and Subrecipient.
11. Provision requiring Contractor to abide by the covenants of this Agreement.
12. Provisions requiring appropriate bonds where required or reasonable.

#### **4.04 Limitation on Term of Contractor Agreements**

In compliance with federal procurement rules, the term of and agreements between Subrecipient and Contractors may not exceed three years.

**Section 5**  
**Records and Reports**

**5.01 Records Requirements**

The Subrecipient shall comply with 24 CFR Part 570.506 and maintain full and complete books, ledgers, journals, accounts, or records wherein are kept all entries reflecting its operation pursuant to this Agreement. The records shall be kept in accordance with generally accepted accounting principles and practices and according to the provisions of the 2 CFR 200 and the provisions of 24 CFR Part 85, as modified by 24 CFR 570.502(a). The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- A. Records providing a full description of each activity undertaken;
- B. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- C. Records required to determine the eligibility of activities;
- D. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- F. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- G. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

**5.02 Retention of Records**

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of three (3) years. The retention period begins on the date of the submission of the Recipient's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is

litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

**5.03 Recipient Right to Examine and Audit**

The Recipient, including the Legislative Auditor General, shall have the right to examine and audit all books, records, documents and other supporting data of the Subrecipient, or any consultants or agents rendering services under this Agreement, whether directly or indirectly, which will permit adequate evaluation of the services, the cost, or pricing data submitted by the Subrecipient. The Subrecipient shall include a similar covenant allowing for Recipient audit in any contract it has with a Contractor, consultant or agent whose services will be charged directly or indirectly to the Recipient. This right to audit shall include, but shall not be limited to, the Recipient's right to request, and to be supplied in a timely manner, copies of any and all such books, documents, records and other supporting data. The Recipient may delay payment to the Subrecipient pending the receipt of such records and the results of any related audit without penalty or interest.

**5.04 Activity Description Records**

The records shall contain a full description of each activity assisted or being assisted with CDBG Funds. This description shall include its location and the amount of CDBG Funds budgeted and expended for the activity; and whether (i) the activity assists persons who qualify as Low-to-Moderate-Income persons; (ii) will aid in the prevention or elimination of blight or slums; (iii) or is designed to alleviate conditions which pose a serious and immediate threat to the health or welfare of the community.

**5.05 Program Related Reports**

The Subrecipient shall prepare in a timely manner and submit, to the Recipient, all program-related reports required by the Wayne County CDBG Manual. These reports



include, but are not limited to, a year-end report and the Program Income report described in Section 6 below.

## **Section 6**

### **Program Income**

#### **6.01 Treatment of Program Income**

Program Income (as defined at 24 CFR 570.500(a) and as further clarified in 2 CFR 200.80 if applicable) generated by activities carried out with CDBG Funds made available under this Agreement may be retained by the Subrecipient upon written permission of Recipient via its authorized director of CDBG Programs if the income is treated as additional CDBG Funds subject to all applicable requirements governing the use of CDBG Funds, the Recipient's Procedures for Reporting Program Income and Direct Benefit Activities. The Recipient's Procedures for Reporting Program Income and Direct Benefit Activities are subject to change with reasonable notice to the Subrecipient. The use of Program Income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Subrecipient may only use such Program Income during the Agreement period and only for activities permitted under this Agreement and shall reduce requests for additional CDBG Funds by the amount of any such Program Income balance on hand.

#### **6.02 Interest Bearing Account Requirement**

Program Income in the form of repayments to, or interest earned on, a revolving fund shall be deposited into an interest-bearing account and any interest earned by such funds accumulating in this account must be remitted annually, at the end of each program year, to the Recipient.

#### **6.03 Remittance Guidelines**

Program Income cash balances or investments thereof in excess of one-twelfth of the CDBG Funds amount under this Agreement, except for those needed immediately, those in revolving loan Funds, those resulting from lump-sum draw-downs authorized under 24 CFR Part 570.513, and those invested or held as additional security for a Section 108 loan

guarantee, must be remitted to the Recipient annually, at the end of each program year. The amount to be remitted will be calculated based on the total Program Income balances (with the exceptions noted above) held by the Subrecipient and all of its subrecipients as of the last day of the Recipient's Program Year.

## **Section 7**

### **Use of Real Property**

#### **7.01 Use Restrictions**

Without properly authorized permission from Recipient, the Subrecipient may not change the use of any real property acquired or improved with CDBG Funds in excess of \$25,000 from the use for which the acquisition or improvement was made. Permission for an exception to this rule from Recipient will not be given unless the Subrecipient provides affected citizens with reasonable notice of any proposed change and the new use meets one of the objectives of the program earlier set forth and authorized under this Agreement. If such new use does not qualify under those objectives, the new use may be permitted, provided that the CDBG fund is reimbursed for the current fair market value of the property, less any portion of the value attributable to expenditure of non-CDBG Funds.

#### **7.02 Security Requirement**

In the event that the Subrecipient intends to perform an activity that involves real property, Wayne County may require a mortgage, note, or other instrument to secure the National Objective.

#### **7.03 Requirement of Notice and Permission for Sale of Property**

Subrecipient may not sell any property acquired with CDBG Funds without providing adequate advance written notice to Recipient and obtaining duly authorized written permission from Recipient for such a sale.

## Section 8

### Compliance with Federal Laws, Rules, and Regulations

#### 8.01 General Compliance With Law and Specifically Federal Law

Subrecipient shall comply with all Regulations including 24 CFR Part 570.502 and the Uniform Administrative Requirements and shall carry out each activity in compliance with all Federal, State and local laws, rules, and regulations, including but not limited to the following:

- A. Subrecipient will affirmatively further fair housing and shall comply with the letter and spirit of Title VIII of the Civil Rights Act of 1968, as amended.
- B. Subrecipient shall insure that all contracts involving the employment of laborers and mechanics comply with the provisions of the Davis Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act, and the Fair Labor Standards Act.
- C. Subrecipient shall comply with the National Environmental Policy Act of 1969, and its associated regulations and Executive Orders.
- D. Subrecipient shall provide reasonable relocation assistance to any persons displaced as a result of any Work performed under this Agreement. All assistance must meet the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.
- E. Subrecipient will comply with the Single Audit Act of 1984 and 2 CFR 200.
- F. Subrecipient will insure that no CDBG Funds will be expended for acquisition or construction purposes in an area that has been designated as having special flood hazards, unless the community in which the area is situated is participating in a National Flood Insurance Program.

- G. Subrecipient shall not discriminate in the sale, leasing, financing, or the provision of brokerage services for housing, because of race, color, religion, sex, national origin or disability.
- H. Subrecipient shall not exclude any person from participation in the program on the basis of race, color, national origin, sex, age, or disability.
- I. Subrecipient shall not discriminate against any person on the basis of race, color, religion, sex, national origin or disability in all phases of construction during the performance of any federally-assisted construction contracts.
- J. Subrecipient agrees that no lead paint shall be used in any residential structure constructed or rehabilitated with CDBG Funds.
- K. Subrecipient agrees to all terms of Executive Order 12549 regarding suspension or debarment outlined through 24 CFR Part 570.609 and 24 CFR Part 24 and agrees to execute the Certification Regarding Debarment and Suspension in Appendix D. In addition, the Subrecipient agrees to require all contractors and subcontractors under this Agreement to execute the Certification Regarding Debarment and Suspension in **Appendix D**.
- L. The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Recipient may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

- M. Subrecipient must comply with the requirements of 2 CFR Part 200 (OMB-87) and any of its provisions or requirements that override any other regulation or circular listed in this Agreement will supersede the requirements of those restrictions in this Agreement.
- N. In compliance with 2 CFR, Section 200.338 Subrecipient must make proper disclosures of all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award under this Agreement.
- O. Subrecipient is subject to other applicable regulations governing the use of the CDBG Funds, whether set forth herein or not, and any amendments or policy revisions thereto which may become effective during the term of this Agreement.

**8.02 Compliance With State and Local Law**

Subrecipient is deemed to be aware of all applicable State and Local laws, rules and regulations and must comply with all such laws, rules, and regulations. The laws, rules, and regulations include, but are not limited to:

- A. Wayne County Ethics in Public Contracting Ordinance
- B. Wayne County Contracting Requirements
- C. Wayne County Legislative Auditor General audit requirements.
- D. For any property funded by CDBG, state and local regulations governing construction, rehabilitation, and rental of that property.
- E. All state and local permitting requirements.
- F. All state and local laws regarding participation and inclusion of minority and women owned businesses or individuals.
- G. All state and local laws prohibiting business with certain entities.
- H. All applicable state and local environmental laws, rules, and regulations.

I. All applicable state and local human and civil rights laws.

## **Section 9**

### **Suspension and Termination**

#### **9.01 Termination For No Cause**

The County may terminate this Agreement without cause at any time in accordance with 24 CFR Part 85.43 and 24 CFR Part 85.44, without incurring any further liability, other than as stated in this Article by giving written notice to the Subrecipient of the termination. The notice must specify the effective date, at least 30 days prior to the effective date of the termination, and this Agreement will terminate as if the date were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the County will pay the Subrecipient for the eligible and authorized services rendered prior to notice of termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Subrecipient accepts the payment, the Agreement is satisfied.

#### **9.02 Termination for Material Breach**

The County may terminate this Agreement because the Subrecipient has failed to materially comply with any term of this Agreement, or any award or grant it receives. The grant or award may be suspended or terminated according to the specifications or within the time limit provided in this Agreement. The County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated, and the Subrecipient shall be liable to the County for any costs to obtain and transition similar services, provided the Subrecipient shall continue the performance of this Agreement to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Subrecipient shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Agreement. Such expenses shall be deducted



from any monies due or which may become due to the Subrecipient under the Agreement. If such expense exceeds the sum which would have been payable under the Agreement, then the Subrecipient shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may, to the extent allowed by law, offset such a deficiency against any compensation or reimbursement due or allocated by County or any of its component units to the Subrecipient in any context. . All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Agreement.

**9.03 Subrecipient's Duties After Termination**

After receipt of a Notice of Termination and except as otherwise directed by the County, the Subrecipient must:

- A. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional CDBG Funds for payroll costs and other costs beyond the date as the County specifies.
- C. No later than the date the termination is effective but sooner if County requests, present all Agreement records and submit to the County all Records as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.
- D. Submit within 30 days a final report of receipts and expenditures of CDBG Funds relating to this Agreement.
- E. Place no further orders on contracts or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under this Agreement as is not terminated;
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of Work so terminated;
- G. Submit within 30 days a listing of all creditors, Contractors, lessors, and other parties with which the Subrecipient has incurred financial obligations pursuant to the Agreement.

H. Secure any Work to prevent any damage or waste.

**9.04 Records Upon Termination**

Upon termination of this Agreement, all Records prepared by the Subrecipient under this Agreement or in anticipation of this Agreement shall, at the option of the County, become County's exclusive property, whether or not in the possession of the Subrecipient. The Records are free from any claim or retention of rights on the part of the Subrecipient except as specifically provided. The Subrecipient must return all properties of the County to County.

**9.05 Failure to Deliver Records**

Any intentional failure or delay by the Subrecipient to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Subrecipient will pay the County \$100.00 per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Subrecipient consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

**9.06 Access to Records Upon Termination**

Access to Records prior to delivery must be restricted to authorized representatives of the County and the Subrecipient. The Subrecipient has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

**9.07 Assistance to Terminate**

In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party. **Section 10**

**Reversion of Assets**

**10.01 Return of Unspent CDBG Funds**

Upon expiration of this Agreement, Subrecipient shall transfer to the Recipient any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds at the time of expiration.

**10.02 Unused Equipment**

In all cases in which equipment acquired, in whole or in part, with CDBG Funds is sold, the proceeds shall be Program Income (prorated to reflect the extent that CDBG Funds were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement may be retained after compensating the Recipient for the current fair market value of the equipment less the percentage of non-CDBG Funds used to acquire the equipment.

**Section 11**

**Expenditure of Community Development Block Grant Funds**

**11.01 Compliance With CDBG Spending Requirements**

The Subrecipient agrees to expend any CDBG Funds received under this Agreement only in compliance with the Housing and Community Development Act of 1974, as amended, and the regulations of the Department of Housing and Urban Development as set forth in Volume 24, CFR Part 570, and in particular, Sections 570.200 through 570.208. The Subrecipient also specifically acknowledges that the Recipient is bound by 24 CFR 570.902, which requires the Recipient to spend its available Funds in a timely manner. The Subrecipient agrees to fully cooperate with the Recipient's efforts to comply with this section, which may require the Subrecipient to either expedite the spending of its CDBG

Funds prior to the date shown in Section 3.01 hereof, or possibly return unspent CDBG Funds to the Recipient. Those regulations are incorporated in this Agreement by reference.

## **Section 12**

### **Amendment**

#### **12.01 Amendment Requirements**

This Agreement may be amended by written instruments signed by authorized representatives by both parties. Any amendments or changes to the projects or budget shall be in writing, consistent with the Consolidated Plan and Annual plan of the County on file with HUD, and shall only need the approval of the Director of Community Development of Wayne County, or his/her designee, an authorizing representative of the Subrecipient, and must also comply with the Housing and Community Development Act of 1974, as amended.

## **Section 13**

### **Indemnification**

#### **13.01 General Indemnification and Hold Harmless Requirement**

The Subrecipient agrees, to the extent allowed by law, to indemnify and hold harmless the Recipient against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Recipient by reason of any of the following occurring during the term of this Agreement or related to this Agreement or its implementation:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Subrecipient, or any of its personnel, employees, consultants, agents or any entities associated, affiliated (directly or indirectly), or subsidiary to the Subrecipient now existing or hereafter created, their agents and employees for whose acts any of them might be liable.

B. Any failure by the Subrecipient, its Contractors, or any of its associates, to perform its obligations either implied or expressed under this Agreement.

**13.02 Responsibility for Property Loss**

The Subrecipient agrees that it is its responsibility and not the responsibility of the Recipient to safeguard the property and materials that its employees, Contractors, or its associates use in performing this Agreement. The Subrecipient shall hold the Recipient harmless for costs and expenses resulting from any loss of such property and materials used by its employees, Contractors and associates pursuant to the Subrecipient's performance under this Agreement.

**13.03 Coverage of the term "Recipient"**

For purposes of the hold-harmless provisions, the term "Recipient" shall be deemed to include the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or hereafter created, their agents, Program Manager and employees.

**13.04 Independent Contractor Relationship between Recipient and Subrecipient**

The relationship of the Subrecipient to the Recipient is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights, or liabilities, insurance rights or liabilities, or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agent, subcontractor or employee as a result of the performance of this Agreement. No relationship, other than that of independent contractor shall be implied between the parties or either party's agent, employee, or contractor. The Subrecipient agrees to hold the Recipient harmless from any such claims and any related costs or expenses.

**13.05 Comprehensive Duty to Defend, Indemnify, and Hold Harmless**

To the extent permitted by law, the Subrecipient must defend, indemnify and hold harmless the County, its employees, agents, officer and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorneys' and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or related in any way by the Work undertaken by the Subrecipient.

**Section 14**

**Insurance**

**14.01** The Subrecipient shall maintain at all times, at its expense, during the term of this Agreement the following insurance. The Subrecipient will be responsible for requiring the same insurance of its contractors. Any shortfalls in insurance for contractors, specific to services related to this Agreement, will be the responsibility of the Subrecipient. If the Subrecipient maintains insurance through the Michigan Municipal Risk Association or the Michigan Municipal League the County will accept such insurance if it substantively meets the coverage requirements below, as determined by the County Risk Management Division:

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.
  
- B. Builder’s Risk (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

- C. Workers' Compensation: insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- D. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the subrecipient has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- E. Umbrella or Excess Liability Policy in an amount not less than \$3,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Subrecipient's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.
- F. Professional Liability (if Design/Build), Insurance appropriate to the Subrecipient's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.
- G. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Subrecipient maintains higher limits than the minimum insurance coverage required in Section 14.01, the Subrecipient shall maintain the coverage for the higher insurance limits for the duration of the Contract.

**14.02** Additional Insured Status. The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in

the form of an endorsement to the Subrecipient's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

- 14.03 Primary Coverage.** For any claims related to this Contract, the Subrecipient's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.
- 14.04 Notice of Cancellation.** Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.
- 14.05 Waiver of Subrogation.** Subrecipient grants to the County a waiver of any right to subrogation which any insurer of the Subrecipient may acquire against the County by virtue of the payment of any loss under such insurance. Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 14.06 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Subrecipient to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 14.07 All insurance must be effected under valid and enforceable policies,** issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.
- 14.08 Claims-made Policies.** If any of the required policies provide coverage on a claims-made basis:



- A. The Retroactive Date must be shown and must be before the date of the Contract or the date the Subrecipient starts to perform the services.
- B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Subrecipient must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Contract work.

**14.09** Verification of Coverage. Entity shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Subrecipient begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Subrecipient's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.

**14.10** Subcontractors. Subrecipient shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Subrecipient shall ensure that the County is an additional insured on insurance required from subcontractors.

**14.11** Special Risks or Circumstances. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**14.12** The Subrecipient must submit certificates evidencing the insurance to the Risk Management Division at the time the Subrecipient executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

## Section 15

### Assignment and Subcontract

#### 15.01 Restrictions on Transfer or Assignment

The Subrecipient shall not assign or encumber directly or indirectly any interest whatsoever in this Agreement, and shall not transfer any interest therein (whether by assignment or novation), without the prior written consent of the Recipient. Any such consent given in any one instance shall not relieve the Subrecipient of its obligation to obtain the prior written consent of the Recipient to any further assignment.

#### 15.02 Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any Contractor, without the written consent of the Recipient prior to the execution of such agreement. Such approval shall not constitute a basis for privity between the Recipient and the Contractor. The Subrecipient agrees to hold harmless the Recipient from any such claims initiated pursuant to any subcontracts it enters into in performance of this Agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Subrecipient further agrees to comply with these "Section

3” requirements as embodied in the following language if applicable to Subrecipient and to include the following language in all contract or subcontracts executed under this Agreement:

**“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”**

d. Selection Process

The Subrecipient shall undertake to insure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements of **24 CFR 85.36**. Executed copies of all contracts and subcontracts shall be forwarded to the Recipient along with documentation concerning the selection process.

**15.03 Succession**

This Agreement shall inure in all particulars to the parties, their agents, successors and assignees to the extent permitted by law.

**Section 16**  
**Conflict of Interest**

**16.01 Covenant of No Conflict of Interest**

The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by the Subrecipient.

**16.02 Warranty of Non-Solicitation of County Employees**

The Subrecipient also warrants that it will not and has not employed any Wayne County employee to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the Recipient may, at its option, terminate this Agreement without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Subrecipient, the amount of any such commission, percentage, brokerage, or contingent fee.

**16.03 Compliance With Conflict of Interest Laws, Rules, and Regulations**

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42, 570.611 and 2 CFR 200.318, which include (but are not limited to) the following:

- A. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- B. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract,

subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, the Subrecipient, or any designated public agency.

- C. Maintaining a written conflict of interest policy in accordance with 2 CFR 200.318 prohibiting Employee and Organizational Conflicts of Interest including non-Federal, State, or local government parent, affiliate, or subsidiary organizations.

## Section 17

### Notices

#### 17.01 Manner of Notice

All notices, consents, approvals, requests and other communications (called "Notices") required or permitted under this Agreement shall be given in writing and mailed by first-class mail and addressed as follows:

If to the Subrecipient:

[SUBRECIPIENTCONTACT]

[COMMUNITYNAME]

[SUBRECIPIENTADDRESS]

[EMAIL]

[PHONE]

If to the Recipient:

The Charter County of Wayne

Community Development Division - Economic Development Department

28<sup>th</sup> Floor, Wayne County Building

500 Griswold

Detroit, Michigan 48226-2831

Attention: Director of Community Development

#### 17.02 Effect of Notice and Requirements

All notices shall be deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

**17.03 Special Notices**

Notwithstanding the requirement above as to the use of first-class mail, termination notices and change of address notices shall be sent by registered or certified mail, postage prepaid, return receipt requested.

**17.04 Point of Contact**

Subrecipient shall designate a point of contact who is an authorized employee of Subrecipient to communicate with County regarding this Agreement and the Work ("Point of Contact"). All communications on behalf of Subrecipient to Recipient regarding this Agreement and the Work should include the Point of Contact. County is not obligated to communicate with any individual or entity regarding the Agreement, Work, or CDBG Program that is not an employee or political appointee of Subrecipient.

**Section 18**

**Severability of Provisions**

**18.01 Provisions Enforceable Despite Disallowed Provisions**

If any provision of this Agreement or the application to any person or circumstance shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**Section 19**

**Jurisdiction**

**19.01 Jurisdiction and Venue in Wayne County, State of Michigan**

This Agreement, and all actions arising hereunder, shall be governed by, subject to, and construed according to the law of the State of Michigan. The Subrecipient agrees consents and submits to the personal jurisdiction of any competent court in Wayne County,

Michigan, for any action arising out of this Agreement. The Subrecipient agrees that service of process at the address and in the manner specified in this Agreement will be sufficient to put the Subrecipient on notice. The Subrecipient also agrees it will not commence any action against the Recipient because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction can be had in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

## **Section 20**

### **CDBG Certification**

#### **20.01 Ongoing Certification Compliance Required**

Subrecipient shall execute and comply with all the CDBG Certifications attached as Appendix C to this Agreement. Subrecipient understands it may be required to comply with future certifications as issued.

## **Section 21**

### **Authorization / Misc**

#### **21.01 Proper Authorization**

Each party represents and warrants that all corporate actions and all governmental approvals necessary for the authorization, execution, delivery and performance of this Agreement have been taken and that each is ready and capable to perform its obligations. Each party further warrants that the person signing this Agreement is authorized to do so on behalf of its principal and is empowered to bind the principal to this Agreement.

#### **21.02 Signage Requirement**



For projects exceeding \$25,000, the Subrecipient shall erect a sign on the project site stating that the project is being financed in part by HUD and the Wayne County CDBG Program and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the project site shall comply with all requirements of the state and local law applicable to on-premise outdoor advertising.

**21.03 Effectiveness**

This Agreement is effective subject to an authorizing resolution by the Wayne County Commission and subsequent execution by the Wayne County Executive or his designee.

**[SIGNATURES ON NEXT PAGE]**

**Section 22**

**Signature**

**22.01 Duly Authorized Signatures**

The Recipient and the Subrecipient, by and through their duly authorized officers and representatives have executed this Agreement as of the dates below.

**SUBRECIPIENT:[City of Plymouth]**

By: \_\_\_\_\_

[AUTHORIZED SIGNER TITLE]

Date:

**CHARTER COUNTY OF WAYNE**

By: \_\_\_\_\_

Warren C. Evans  
Wayne County Executive

Date:

**APPENDIX A**

**CDBG PROJECTS**

Grantee	PY 2022 Grant Amount	Activity	Amount	Activity Matrix No.	National Objective	Limited Clientele	Census Tract	Benefit	Performance Measure	Contract No.
City of Plymouth	\$20,000	Public Services	\$20,000	05A	LMC	Elderly	N/A	4,500 Persons	Enhance Suitable Living Environment	22-21-05A

\*Transfers amounting more than fifteen percent (15%) of total allotment will require a public hearing per the Wayne County Citizen Participation Plan.

**APPENDIX B**

**PROGRAM INCOME**



### **Instructions for Completing the Quarterly Program Income Report**

Income received by your organization directly generated from the use of Community Development Block Grant (CDBG) Funds, such as revolving loans, lien repayments, and sales from disposition of CDBG property, must be reported to the Wayne County Community Development Division. At the end of each quarter (June, September, December, March), complete and submit this Program Income Form to Wayne County Community Development Division, 500 Griswold 10<sup>th</sup> floor, Detroit, Michigan, 48226.

Use the Program Income Report in Excel to electronically the amount of Program Income received during the quarter, and the amount received year to date (year beginning July). Also record the amount of Program Income that was spent on an eligible activity during the quarter being reviewed and year to date. The cumulative balance space should reflect the total amount of Program Income on hand at the end of the current reporting period (this would include any unspent Program Income received during the previous reporting period).

There is also a space provided on the form for you to record the source of the Program Income received in the quarter being reviewed. If the Funds are coming from more than one source, please identify how much is coming from each source.

A CDBG Request for Payment with all required supporting documentation for the expenses paid using Program Income must accompany the Program Income Report.

Any form not received by the tenth business day after the end of the quarter review may result in the suspension of payment on vouchers submitted to the County for reimbursement. Make certain the form is signed and dated on the bottom of the form.

Please remember to clear with our office any activity requiring the use of Program Income before Program Income is expended.

**APPENDIX C**  
**CERTIFICATIONS**

## Local Government Certifications

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In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the local government, as the Subrecipient of the jurisdiction, certifies that:

**Affirmatively Further Fair Housing** -- The Subrecipient understands that the jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard. The local government will fully cooperate with the jurisdiction in this regard.

**Anti-Displacement and Relocation Plan** -- The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs. The local jurisdiction will fully cooperate with the jurisdiction in this regard.

**Drug Free Workplace** -- The local government will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the local government's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
  - (a) The dangers of drug abuse in the workplace;
  - (b) The local government's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the activities supported by the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
  - (a) Abide by the terms of the statement; and



- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the jurisdiction in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
  - (a) Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (b) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

**Anti-Lobbying** – As a Subrecipient of the jurisdiction, to the best knowledge and belief of the local government:

1. No Federal appropriated Funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any Funds other than Federal appropriated Funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



## Specific CDBG Certifications

As a Subrecipient to the Entitlement Community, the local government certifies that:

**Citizen Participation** -- To the best of its knowledge, the entitlement community is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- To the best of its knowledge, the entitlement community's consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income (see CFR 24 Part 570.2 and CFR 24 Part 570).

**Following a Plan** -- To the best of its knowledge, the entitlement community is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of Funds** -- To the best of its knowledge, the entitlement community has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG Funds, and to its best knowledge, the local government certifies that the entitlement community has developed its Action Plan so as to give maximum feasible priority to activities that benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities, which the entitlement community certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. Overall Benefit. To the best of its knowledge, the aggregate use by the entitlement community of CDBG Funds including section 108 guaranteed loans during program year(s) 2010, 2011, 2013 (a period specified by the local government consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. To the best of its knowledge, the entitlement community will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108 loan guaranteed Funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG Funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG Funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds.

To the best of the local government's knowledge, the jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108, unless CDBG Funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG Funds if the jurisdiction certifies that it lacks CDBG Funds to cover the assessment.

**Excessive Force** – The local government, and to its best knowledge, the jurisdiction, has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**Compliance With Anti-Discrimination laws** – To the best of its knowledge, the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead-Based Paint** – To the best of its knowledge, the activities of the local government and jurisdiction concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

**Compliance with Laws** – The local government, and to the best of its knowledge, the jurisdiction, will comply with applicable laws.

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Certifying Officer

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Date

## Appendix To Certifications

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### INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

#### A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I apply. (This is the information to which jurisdictions certify.)
4. For grantees who are individuals, Alternate II applies. (Not applicable jurisdictions.)
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

<NONE>

Check  if there are workplaces on file that are not identified here; The certification with regard to the drug free workplace required by 24 CFR part 24, subpart F.

9. Definitions of terms in the Non-Procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

**APPENDIX D**

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

**Subrecipient:** City of Plymouth  
**Agreement:** 2022 CDBG Subrecipient Agreement  
**Agreement Year:** July 1, 2022 through June 30, 2024

1. The Subrecipient certifies to the best of its knowledge and belief, that:
  - a. The Subrecipient and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
  - b. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. The Subrecipient and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 1. B. above; and;
  - d. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The certification in this clause is a material representation of fact upon which reliance was placed. When the Recipient determines that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Recipient, the Recipient may terminate this Agreement for cause or default.
3. The Subrecipient shall provide immediate written notice to the Recipient if, at any time, Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.



5. The Subrecipient agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Recipient.
6. The Subrecipient further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the Recipient, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Subrecipient may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each Subrecipient may, but is not required to, check the Non-procurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. If a Subrecipient is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Recipient, the Recipient may terminate this transaction for cause or default.

**EXECUTION**

IN WITNESS WHEREOF, the Subrecipient has executed this Certification on the dates set forth below.

**WITNESSES:**

**SUBRECIPIENT**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

STATE OF MICHIGAN    )  
                                  )  
COUNTY OF WAYNE    )

This document was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_, on behalf of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public,  
Wayne County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in County of \_\_\_\_\_, Michigan

**EXHIBIT E  
FFATA FORMS**

**INFORMATION REQUEST FORM**

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

**200.331 Checklist**

**COUNTY DEPARTMENT: Economic Development** \_\_\_\_\_

**FISCAL YEAR: 2022** \_\_\_\_\_

AWARD ID #	AMOUNT
14-218	\$20,000

**Please complete the following information:**

Subawardee UEI: \_\_\_\_\_

Subawardee Name (must match name in SAM): \_\_\_\_\_

Subawardee Address: \_\_\_\_\_

Amount of subaward (obligated amount): \_\_\_\_\_

Subaward Obligation/Action Date:  
\_\_\_\_\_

Identification of whether the award is R&D (yes or no):  
\_\_\_\_\_

Subaward Period of Performance Start and End Date: \_\_\_\_\_

Federal Funding Agency ID **Leave Blank**

Federal Funding Agency Name **Leave Blank**

Federal Award Identification Number (FAIN) **Leave Blank**

NAICS code for contracts/CFDA program number for grants: \_\_\_\_\_

Subawardee Number: \_\_\_\_\_

Location of entity (including congressional district): \_\_\_\_\_

Subawardee Principal Place of Performance (including congressional district): \_\_\_\_\_

---

As provided to you by your subawardee, in your subawardee's business or organization's preceding completed fiscal year, did its business or organization (the legal entity to which the DUNS number it provided belongs) receive (1) 80% or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Please answer YES or NO: \_\_\_\_\_

As provided to you by your subawardee, does the public have access to information about the compensation of the executives in the subawardee's business or organization (the legal entity to which the UEI it provided belongs) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or Section 6104 of the Internal Revenue Code of 1986? Please answer YES or NO: \_\_\_\_\_

## Required Subrecipient Disclosure Under 2 CFR 200

Required information includes:

- (1) Federal Award Identification:
  - a. Subrecipient name (which must match registered name in SAM);
  - b. Subrecipient's UEI number (see 2 CFR 25 Universal Identifier and System for Award Management).
  - c. Federal Award Identification Number (FAIN);
  - d. **Federal Award Date (see Section 200.39 Federal award date);**
  - e. Subaward Period of Performance Start and End Date;
  - f. **Amount of Federal Funds Obligated by this action**
  - g. Total Amount of Federal Funds Obligated to the subrecipient;
  - h. **Total Amount of the Federal Award;**
  - i. **Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);**
  - j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official; U.S. Department of Housing and Urban Development;
  - k. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
  - l. Identification of whether the award is R&D,
  - m. Indirect cost rate for the Federal award (including if the de minimus rate is charged per Section 200.414 Indirect (F&A) costs)

**ETHICS IN CONTRACTING VENDOR FORM**

**(DISCLOSURE OF RELATIONSHIPS WITH COUNTY  
CONTRACT MANAGERS BY OWNERS AND OFFICERS OF  
BUSINESS SUBMITTING QUOTE)**

- This form must be completed by a person holding a key position in the business, such as, an officer, director, trustee, partner, senior engineer or sales manager and have influence in making this bid or response or in performing the contract if the County awards it to your business.
- **Please fill out this form to the best of your knowledge and belief.**
- Detach and make additional copies of this form if needed.
- If you are unsure about what to disclose, contact the Purchasing Division at (313) 224-5151.
- **You are not required to question family members beyond what you already know of their affairs.**
- Submit this form with your quote/bid/proposal. A copy will be kept on file by the County Clerk & the Purchasing Director.
- If you fail to fully disclose the required information below, the County may terminate your contract if your business is awarded one.

1. Is any Partner, Principal, Corporate Officer, Owner or Corporate Director an immediate family member of a County employee?  YES  NO

If Yes: Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Department: \_\_\_\_\_ Title: \_\_\_\_\_

2. Without any further inquiry, are you aware if your business has employed an immediate family member of a County employee within the previous twelve (12) months?  YES  NO

If Yes: Name: \_\_\_\_\_  
Department: \_\_\_\_\_ Title: \_\_\_\_\_

3. Without any further inquiry, are you aware if your business has discussed hiring an immediate family member of a contract manager within the past twelve (12) months? \_\_\_\_\_ YES \_\_\_\_\_ NO

If Yes: Name of Contract Manager: \_\_\_\_\_  
Department: \_\_\_\_\_ Title: \_\_\_\_\_

4. Does any Partner, Principal, Corporate Officer, Owner or Corporate Director and a contract manager each have a substantial financial interest in one or more of the same business ventures?  YES  NO

If Yes: Name of Contract Manager: \_\_\_\_\_  
Department: \_\_\_\_\_ Title: \_\_\_\_\_

**ETHICS**  
**CERTIFICATION**

I certify that I have disclosed all information within my knowledge, which is required by this disclosure form.

Name (Please Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Tax ID #: \_\_\_\_\_

**ETHICS**  
**DEFINITIONS**

**Contract Manager**

An elected or appointed Wayne County official identified as having significant discretion over County contracts.

**Immediate Family**

YOUR FATHER, MOTHER, SON, DAUGHTER, BROTHER, SISTER, UNCLE, AUNT, GREAT AUNT, GREAT UNCLE, FIRST COUSIN, NEPHEW, NIECE, HUSBAND, WIFE, GRANDFATHER, GRANDMOTHER, GRANDSON, GRANDDAUGHTER, FATHER-IN-LAW, MOTHER-IN-LAW, SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, STEPFATHER, STEPMOTHER, STEPSON, STEPDAUGHTER, STEPBROTHER, STEPSISTER, HALF BROTHER, HALF SISTER, AND INCLUDING THE GRANDFATHER OR GRANDMOTHER OF AN INDIVIDUAL'S SPOUSE. IT SHALL ALSO INCLUDE A FORMER SPOUSE OR AN INDIVIDUAL WITH WHOM THE PUBLIC SERVANT HAS HAD A CHILD IN COMMON.

**Substantial Financial Interest**

- Ownership of any interest or involvement in any relationship, which results in the receipt of \$500 or more per year. Exceptions: Market-rate from a financial institution; income from the ownership of less than \$10,000 of stocks and bonds traded on the national stock exchanges.
- Holding a key position in a business such as officer, director, trustee, partner or sales manager. Exceptions: Officers who serve without compensation on the boards of charitable organizations.

## BUSINESS INFORMATION QUESTIONNAIRE

Please complete the following:

1. Company's official registered name

2. Brief history of your company, including the year it was established

3. Company's Dun & Bradstreet (D&B) number (Required for federally funded contracts, optional otherwise)

4. Company Type (Corporation, LLC, Joint Venture, Partnership, Individual). If Corporation, include State of Incorporation and Date of Incorporation.

5. Company's organizational chart including those individuals that would be involved in the contract. Please include all Partners, Principals, Corporate Officers or Owners, Corporate Directors.

6. Corporate office location

a. List the addresses of sales and service offices/locations in Michigan

b. List the names of key contacts at each with title, address, phone and e-mail address

7. List of principal owners / stockholders (i.e., those holding 5% or more of the company or outstanding stock)

8. Financial Disclosure/Conflicts of Interest (Identify any contract(s), including any contract involving an employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with Wayne County, or with any of its Commissioners or officers.

9. Has your company been debarred by the Federal, any State or Local Governments or Authorities? Yes No If yes, has it been lifted and if so, when?

10. Has your company had contracts terminated for breach or failure to perform within the past five years? Yes No If yes, by whom and why?

11. Has your company had any violations, or are there any investigations pending for any Federal, any State or Local Governmental or Authority contracts? Yes No  
If yes, has it been lifted and if so, when?



b. Presentation of the Budget-No Action  
Sincock presented the budget message.

c. Road Salt Bids for 2023-24

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

RESOLUTION 2023-28

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

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

WHEREAS The City may choose to participate in the State of Michigan group purchasing plan known as the MIDEAL for the purchase of road salt.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the City Administration to enter into an agreement with the State of Michigan for the purchase of Road Salt through the MIDEAL Extended Purchasing Plan for the 2023 - 24 winter season. The City shall contract for 800 tons of road salt and comply with the terms of the MIDEAL contract when it is awarded.

There was a voice vote.

MOTION PASSED

d. Special Event – Saturday Street Scenes

Kehoe offered a motion, seconded by Filipczak to approve the event.

DDA Director Plymale described the new on-street entertainment for Saturday evenings downtown. He said they have some potential acts in mind, but anyone interested in performing should reach out to him.

There was a voice vote.

MOTION PASSED

**9. REPORTS AND CORRESPONDENCE**

a. Liaison Reports

O'Donnell said the Planning Commission would be meeting next week.

Maguire said the Plymouth Library was planning a centennial gala.

Kehoe said the ZBA was meeting on Thursday.

Deal said there would be an Artisan Market downtown on April 22.

b. Appointments

There were no appointments.

**10. ADJOURNMENT**

A motion to adjourn was offered by Thomey and seconded by Maguire at 7:26 p.m.

There was a voice vote.

MOTION PASSED

---

NICK MOROZ  
MAYOR

---

MAUREEN A. BRODIE, CMC, MIPMC  
CITY CLERK



**Plymouth City Commission  
Budget Study Session**

Thursday, April 6, 2023 6:00 p.m.

Plymouth City Hall 201 S. Main Plymouth, MI 48170

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

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

**CALL TO ORDER**

Mayor Moroz called the meeting to order at 6:00 p.m.

PRESENT: Mayor Nick Moroz, Mayor Pro Tem Suzi Deal, Commissioners Linda Filipczak, Alanna Maguire

EXCUSED: Commissioners Jennifer Kehoe, Kelly O'Donnell, Marcus Thomey

ALSO PRESENT: City Manager Paul Sincok, Finance Director John Scanlon, and City Department Heads.

**REVIEW BUDGET MATERIALS**

Scanlon presented information outlining the items below:

*Property Taxes*  
*State Shared Revenue*  
*Water/Sewer Fund*  
*Capital Improvements*  
*Outside Influences on Budget*  
*Pension and OPEB Liabilities*

The group agreed that additional budget study sessions were not needed.

**ADJOURNMENT**

The meeting was adjourned at 8:11 p.m.

---

NICK MOROZ  
MAYOR

---

MAUREEN A. BRODIE, CMC, MiPMC  
CITY CLERK



# Special Event Application

ITEM #4.b

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 Lightning Robotics

Ph# \_\_\_\_\_ Fax# \_\_\_\_\_ Email 862.first@gmail.com Website \_\_\_\_\_

Address 8415 N. Canton Center Rd. City Canton State MI Zip 48187

Sponsoring Organization's Agent's Name Jay Obsniuk Title Lead Teacher

Ph# 734.416.2850 Fax# \_\_\_\_\_ Email Jay.Obsniuk@pccsk12.com Cell# \_\_\_\_\_

Address 8415 N. Canton Center Rd. City Canton State MI Zip 48187

Event Name Robots in the Park

Event Purpose to show Lightning Robotics and STEM to the community

Event Date(s) Sunday, August 13, 2023

Event Times 10:00AM - 5:00PM

Event Location Kellogg Park and Gathering Space

What Kind Of Activities? STEM based activities for kids and families

What is the Highest Number of People You Expect in Attendance at Any One Time? 150

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.)  
Robots in the Park is a free event for all ages to showcase Lightning Robotics to the community, with activites and robot demonstrations.

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): \_\_\_\_\_

Next year's specific dates: \_\_\_\_\_

\*\*\*See section 12.13 for license & insurance requirements for vendors\*\*\*

3. **FOOD VENDORS/ CONCESSIONS?** YES  NO  **OTHER VENDORS?** YES  NO
4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** YES  NO
5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES  NO
6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** YES  NO

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

3/20/2023  
Date

Jay Chiswell  
Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

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

Signature Jay Dieck

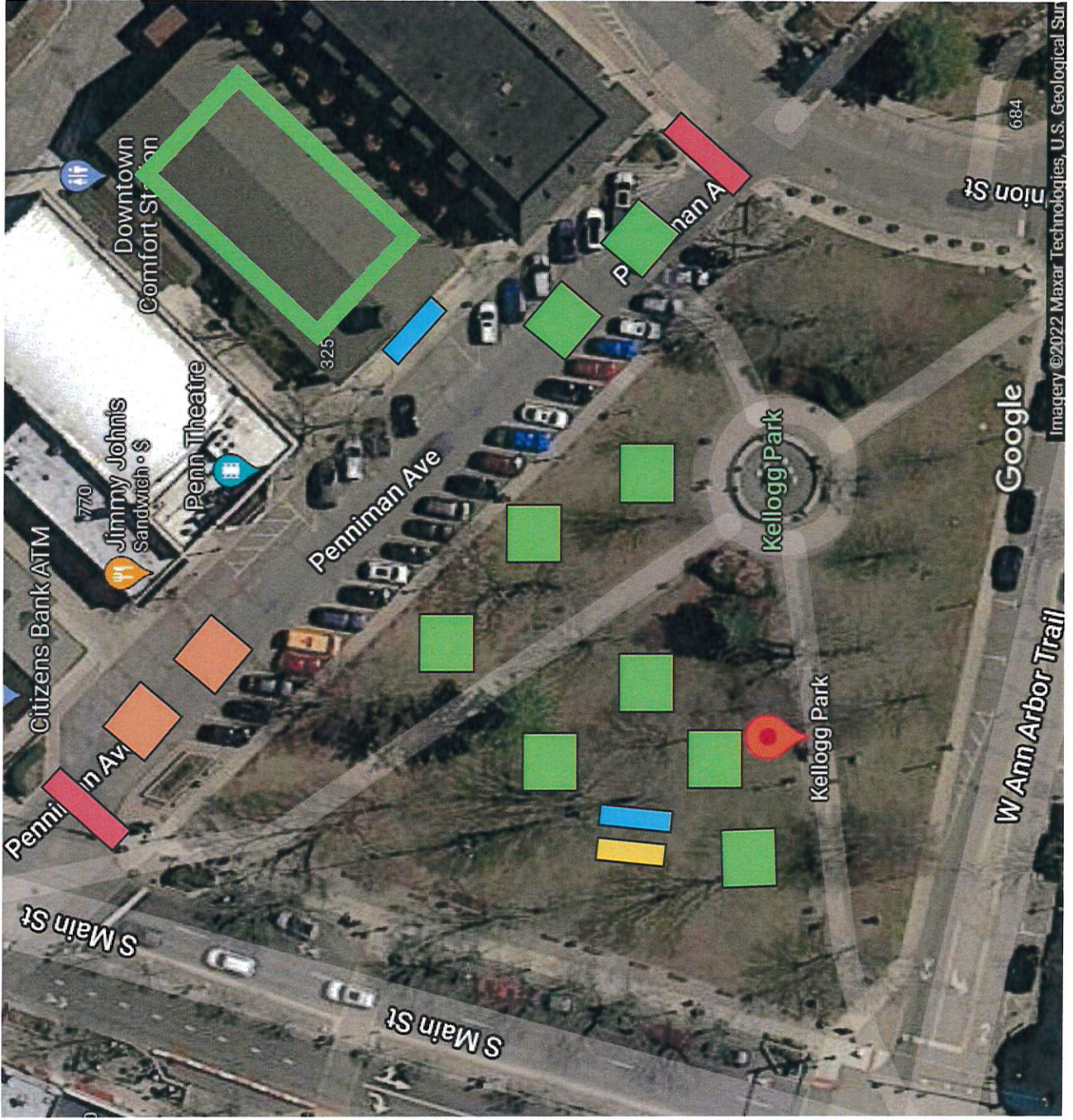
Date 3/20/2023

Witness Cynthia Jenkinson

Date 3/20/2023



Lightning Robotics • Robots in the Park • Sunday, August 13, 2023 • Event Map  
 (For City Application Only - Not Being Distributed to Participants)



10x10' Pop-Up Tents  
 (Organization Owned;  
 Non-Commercial)

Event Banners

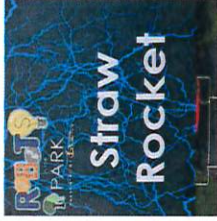
Information Table

Street Blockades

1-2 Food/Ice Cream Truck(s)  
 (Details Still Being Finalized)

Various Tables/Chairs  
 Set-Up Underneath  
 Gathering Space for  
 STEM Activities

Lawn Sign Examples



Banner





# CERTIFICATE OF INSURANCE

Producer <b>SET SEG</b> 1520 Earl Ave East Lansing, MI 48823	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>COMPANIES AFFORDING COVERAGE</b>	


Insured <b>Plymouth Canton Community Schools</b> 454 Souh Harvey Street Plymouth, MI 48170	<b>A</b> MASB-SEG Property/Casualty Pool, Inc.
---	--

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
<b>A</b>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Incidental Medical Malpractice Coverage <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury	PC-0000038	8/1/22	8/1/23	BI & PD COMBINED OCCURRENCE  BI & PD COMBINED AGGREGATE  PERSONAL INJURY OCCURRENCE  PERSONAL INJURY AGGREGATE	\$1,000,000  N/A  \$1,000,000  N/A

**DESCRIPTION** City of Plymouth, its employees, staff, administration, agents, and representatives are hereby added as additional insured for liability but only as respects to the activities performed by or on behalf of the named Insured as it represents the district's use of facilities for Robots in the Park on August 14, 2022.

CERTIFICATE HOLDER City of Plymouth 201 South Main Street Plymouth, MI 48170	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
---	--

AUTHORIZED REPRESENTATIVE   Emorie Bond PROPERTY/CASUALTY DEPARTMENT	Date May 9, 2022
--	------------------

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS AND/OR LESSORS OF PREMISES SPONSORS OR CO-PROMOTERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>City of Plymouth, its employees, staff, administration, agents, and representatives</p> <p>REGARDING ANY INDIVIDUAL PERSON(S) OR ORGANIZATION(S) LISTED ABOVE</p>	<p>City of Plymouth                      201 South Main Street                      Plymouth, MI 48170</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**EVENT REVIEW FORM**

EVENT NAME: Robots in Park TOTAL ESTIMATED FEE: \_\_\_\_\_  
 (Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

<b>MUNICIPAL SERVICES:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b> (list reason for denial)	<input type="radio"/> <b>Initial</b> <u>CF</u>
<u>1 FEE DURING EVENT</u>			
\$250 Bathroom Cleaning Fee Per Day of Event? <input checked="" type="radio"/> <b>YES</b> <input type="radio"/> <b>NO</b>			
Labor Costs: \$	<u>500</u>	Equipment Costs: \$	<u>100</u> Materials Costs \$
<b>POLICE:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b> (list reason for denial)	<input type="radio"/> <b>Initial</b> <u>Dec</u>
<u>NO SERVICES NEEDED</u>			
Labor Costs \$		Equipment Costs \$	<u>0</u> Materials Costs \$
<b>FIRE:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b> (list reason for denial)	<input type="radio"/> <b>Initial</b> <u>RS</u>
<u>NO SERVICES REQUIRED</u>			
Labor Costs \$	<u>0</u>	Equipment Costs \$	Materials Costs \$
<b>HVA:</b>	<input type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b> (list reason for denial)	<input type="radio"/> <b>Initial</b>
<b>DDA:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b> (list reason for denial)	<input type="radio"/> <b>Initial</b> <u>SBP</u>
Labor Costs \$	<u>0</u>	Equipment Costs \$	Materials Costs \$
<b>RISK MANAGEMENT:</b>	<input type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b> (list reason for denial)	<input type="radio"/> <b>Initial</b> <u>MB</u>
Class I – Low Hazard <input checked="" type="radio"/> <b>Class II – Moderate Hazard</b> 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 _____			



# 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 Resistance

Ph# 248-840-7157 Fax# \_\_\_\_\_ Email Catholicwoman@pm.mi Website \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Sponsoring Organization's Agent's Name Cydney Domsic Title Dr.

Ph# 248-840-7157 Fax# \_\_\_\_\_ Email \_\_\_\_\_ Cell# \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Event Name Catholic Informational Tent

Event Purpose To provide information on the Catholic faith, free devotional books and Bibles, free rosaries,

Event Date(s) 5/20, 6/24, 7/22, 8/19

Event Times 11am-4pm 1:00 - 4:00

Event Location Kellogg Park

What Kind Of Activities? informational pamphlets, free Bibles + devotional books, free rosaries *answering questions,*

What is the Highest Number of People You Expect in Attendance at Any One Time? 2-10 ~~200~~ people working the tent

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.)  
providing informational pamphlets, free Bibles, devotional books and rosaries, answering questions

RECEIVED  
MAR 30 2023  
City of Plymouth

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):

Next year's specific dates:

unknown

\*\*\*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)

non required

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

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

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

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

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

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

YES  NO

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

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

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

3/30/2023

Date

Cydney Pomsie

Signature of Sponsoring Organization's Agent

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

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

**Phone: (734) 453-1234 ext. 203**

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

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

Signature Cephey Bonacic

Date 3/30/2023

Witness \_\_\_\_\_

Date \_\_\_\_\_



Tap or pinch to expand





**CATHOLIC**

**EVENT REVIEW FORM**

EVENT NAME: Catholic International Fest TOTAL ESTIMATED FEE: \_\_\_\_\_  
 (Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

<b>MUNICIPAL SERVICES:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b> (list reason for denial)	<b>Initial</b> <u>CP</u>					
<u>NO SERVICES NEEDED</u>								
\$250 Bathroom Cleaning Fee Per Day of Event? <b>YES</b> <input type="radio"/> <b>NO</b> <input checked="" type="radio"/>								
Labor Costs: \$ _____	Equipment Costs: \$ _____	Materials Costs: \$ _____						
<b>POLICE:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b> (list reason for denial)	<b>Initial</b> <u>jee</u>					
<u>NO SERVICES NEEDED</u>								
Labor Costs \$ _____	Equipment Costs \$ _____	Materials Costs \$ _____						
<b>FIRE:</b>	<input type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b> (list reason for denial)	<b>Initial</b>					
Labor Costs \$ _____	Equipment Costs \$ _____	Materials Costs \$ _____						
<b>HVA:</b>	<input type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b> (list reason for denial)	<b>Initial</b>					
<b>DDA:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b> (list reason for denial)	<b>Initial</b> <u>SBP</u>					
<u>TENT MUST BE REMOVED BY 3:30 (IF ON MAIN ST. SIDE)</u>								
<u>DUE TO SET UP FOR ANOTHER EVENT</u>								
Labor Costs \$ _____	Equipment Costs \$ _____	Materials Costs \$ _____						
<b>RISK MANAGEMENT:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b> (list reason for denial)	<b>Initial</b> <u>MB</u>					
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"><u>Class I - Low Hazard</u></td> <td rowspan="4" style="width:70%; vertical-align: middle;">Event Sponsors must provide current Certificate of Insurance naming City of Plymouth as 'Additional Insured' including in the Description Box/Area.</td> </tr> <tr> <td>Class II - Moderate Hazard</td> </tr> <tr> <td>Class III - High Hazard</td> </tr> <tr> <td>Class IV - Severe Hazard</td> </tr> </table>				<u>Class I - Low Hazard</u>	Event Sponsors must provide current Certificate of Insurance naming City of Plymouth as 'Additional Insured' including in the Description Box/Area.	Class II - Moderate Hazard	Class III - High Hazard	Class IV - Severe Hazard
<u>Class I - Low Hazard</u>	Event Sponsors must provide current Certificate of Insurance naming City of Plymouth as 'Additional Insured' including in the Description Box/Area.							
Class II - Moderate Hazard								
Class III - High Hazard								
Class IV - Severe Hazard								
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____								
APPROVED _____ NOT APPROVED _____ DATE _____								



## Administrative Recommendation

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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 - New License for Tasting Room - Highline Spirits 04-17-23.docx  
Date: April 4, 2023  
RE: New Liquor License into City for Highline Spirits Company

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### Background

The city has received an application from Christi Lower on behalf of Highline Spirits Company, LLC for a new Tasting Room Liquor License into the City of Plymouth for a tasting room at 330 S. Main. This location is in the DDA and there is one license available under the liquor cap. This matter is scheduled to be reviewed by the Local Liquor License Review Committee prior to the City Commission meeting.

We have attached the application information for your reference. They have paid the fees to the City related to the transfer. This will be the 30<sup>th</sup> alcohol by the glass license in the city.

The ownership group has submitted an operations plan for their new venture. There is no food service attached to this operation. They are planning on offering take out ordering from nearby restaurants. The Liquor Management Ordinance requires that the LLRC and the City Commission consider a number of elements before approving a new license into the city. The ordinance states the following:

*Plymouth City Code, Section 6.35 (4)*

*Review factors. In reviewing a request for a new license or permits or transfers of ownership of existing licenses or transfers into the city of new on-premises licensees, the city commission or LLRC may consider and/or weigh the following factors:*

- A: Conserve the expenditure of funds for public improvements and services to conform with the most advantageous uses of land, resources, and property.*
- b. Total number of similar licenses in the city.*
- c. Input from residents and surrounding business owners.*
- d. Impact of the establishment on surrounding businesses and neighborhoods.*
- e. Whether a proposed licensed premise is part of a multi-use project with substantial new retail, office, or residential components. The size of the licensed premise relative to the overall project or development.*

- f. Crowd control.*
- g. Parking availability.*
- h. Preservation or restoration of historic buildings.*
- i. Locating in an underdeveloped area.*
- j. Concentration of drinking establishments and impact on policing requirements.*
- k. Policing requirements.*
- l. Business history.*
- m. Business experience.*
- n. LCC violation history.*
- o. Will facility be a sit down full service restaurant serving alcohol or other "bar only" type establishment.*
- p. Will restaurant have a 70-percent—30-percent sales of food over alcohol*
- q. Percent of floor area devoted to dining versus bar area.*
- r. Size of bar area.*
- s. Size of dance floor, if any.*
- t. Type or character of the establishment, e.g. dining, nightclub, hotel, dance club.*
- u. Overall benefit of the plan to the city.*
- v. Non-payment of taxes or other payment due to the city.*
- w. Any other factor(s) that may effect the health, safety and welfare or the best interests of the community.*

The review factors related to food service, restaurant, and percent of establishment devoted to dining versus a bar area were added to the Liquor Management Ordinance as a result of the old 336 S. Main, which served only cocktails and very high incidents of police activity at that location.

After a review of all of the requirements for a new license, the must take the recommendation from the LLRC and then vote to either approve or deny the license to the Michigan Liquor Control Commission. The approval or denial must be based on the same review factors that we evaluate every liquor serving establishment.

**RECOMMENDATION:**

The City Commission must carefully consider all of the review factors, before making an approval or denial to the Michigan Liquor Control Commission. The Administration will note that a previous location with alcohol only sales caused significant stress on police and fire services. It was for that reason that the City Commission enacted the review factors related to food sales into the Liquor Management Ordinance.

We have prepared two proposed Resolutions for the City Commission to consider regarding this matter. Resolution #1 would recommend approval and Resolution #2 would recommend against approving the new license.

Should you have any questions in advance of the meeting please contact Al Cox or myself.

## NOTICE OF PUBLIC HEARING

### **CITY OF PLYMOUTH CITY COMMISSION WILL HOLD A PUBLIC HEARING IN ACCORDANCE WITH LIQUOR MANAGEMENT ORDINANCE**

PLEASE TAKE NOTICE THAT a public hearing shall be held before the City Commission of the City of Plymouth on **Monday, April 17, 2023 at 7:00 p.m.** at **the meeting of the Plymouth City Commission at the Plymouth City Hall, 201 S. Main, Plymouth, Michigan.** The Public Hearing will consider the following:

- 1) Application for New Tasting Room Liquor License for Highline Spirits Company, LLC of Dexter, Michigan to do business at 330 S. Main, Plymouth**

This is a public meeting and any interested person is invited to attend at the place and time stated.

THERE WILL BE A MEETING OF THE LOCAL LIQUOR LICENSE REVIEW COMMITTEE (LLRC) that will take place at the PLYMOUTH CITY HALL, 201 S. Main, Plymouth, MI 48170 at **5:30 p.m. on Monday, April 17, 2023** to allow the LLRC to make a recommendation to the City Commission related to this transfer request.

Maureen Brodie, CMC  
City Clerk

Posted: City Hall  
Cultural Center  
Public Library

CITY OF PLYMOUTH  
LIQUOR LICENSE REVIEW COMMITTEE APPLICATION

Name of Applicant: Highline Spirits Company, L.L.C.

Address of Applicant: 330 S. Main Street Plymouth Michigan 48170

Phone Number of Applicant: [REDACTED]

Fax Number of Applicant:

Email Address of Applicant: [REDACTED]

Please List Name, Address and type of license as it appears on current Liquor License:

Highline Spirits Company, L.L.C.  
8482 Cedar Hills Dr.  
Dexter Michigan 48130

List All Persons Listed on Liquor License (Partners): Christina Lower, Jeffrey Lower

Please list type of license that you are requesting (new, permit, transfer of ownership, transfer into the City, etc.): New Tasting Room License

Please list Name, Address and type of license as it is proposed (If change approved):

Highline Spirits Company, L.L.C.  
8482 Cedar Hills Dr. Dexter Michigan 48130 (business address)  
330 S. Main Street, Plymouth Michigan 48179 (tasting room address)

Please list all persons listed on proposed Liquor License (Partners):

Christina Lower  
Jeffrey Lower

Fee Schedule:

Liquor License Investigations:

Tasting Room Operations - \$ 1600

Signature of Applicant: Christina Lower

Date: 10/17/22



**CITY OF PLYMOUTH**  
**CLASS C LIQUOR LICENSE OR TAVERN LICENSED BUSINESS PLAN OF OPERATION**

Business Name: Highline Spirits Company L.L.C.  
DBA: Highline Spirits Craft Cocktail & Tasting Room  
Street Address: 330 S. Main St. Plymouth Michigan 48130

Preamble: I/we have received copies of Plymouth City Ordinance 2003-04, An Ordinance to Establish a General Policy for the management of Liquor Licenses and Permits, understand its provisions and will be governed by them. The following Plan of Operation is developed in keeping with the spirit and intent of this Ordinance.

- I. **HOURS OF OPERATION:** At present, our planned hours of operation will be 10am-11pm Daily. Last call will be 30 minutes before closing and last service 20 minutes before closing.
- II. **FORMAT:** The premises will be primarily operated as a Craft Cocktail & Tasting room for Highline Spirits. We are seeking to create a Craft Cocktail Lounge & Tasting room in Plymouth to provide an opportunity for patrons to peek behind the curtain to the traditional spirits industry, participate in cocktail classes, whiskey blending classes and spirits master classes. We are not a bar. We are only serving spirits that we produce. Therefore, we are not serving Jack Daniels or Grey Goose. We would like to provide a high end, approachable, neighborhood atmosphere where the community and visitors leave experiencing all that Plymouth and Highline have to offer. As a licensed tasting room, we will only be providing pairings that will accompany spirits tasting offerings. We will be partnering with local restaurants for Take-Away options that can be enjoyed within our Tasting rooms through QR code ordering. If a private events occur, they would be catered from outside caterers. If live entertainment is offered, this will be discussed with the city and appropriate steps will be taken prior to commencement.

We agree to adhere to the provisions of the Entertainment Agreement, which has been signed.

It is agreed that we will not change the format or type of business without written approval of the City Commission.

III. **CODE COMPLIANCE:** The premises when remodeled/completed will fully comply with all applicable health, safety, building, sanitation, electrical, plumbing and fire codes as well as zoning requirements.

IV. **PLAN OF OPERATION:** It is acknowledged that under Ordinance 2003-04, the business shall be operated in accordance with an approved plan of operation. Changing the operation of the business in any manner inconsistent with the approved plan of operation is a violation of the ordinance and the rules of the Liquor Control Commission. Any change to the plan of operation must be approved by the City Commission prior to it being placed into effect on the business premises.

V. **SECURITY:** Security for the customer, building, and community is the first priority for the corporation, and as such, we will undertake whatever measures are necessary to maintain and supervise the expected level.

VI. **PARKING:** Parking will be managed through the pay-in-leu-of requirements approved with the Plymouth Planning Commission with 6 additional "spots" required.

VII. ALCOHOL MANAGEMENT: The establishment will strictly obey all rules and regulations promulgated by the City of Plymouth and the State of Michigan Liquor Control Commission. There will be neither service to nor consumption of alcoholic beverages by minors at any time. No alcohol will be sold, or permitted to be sold, on a commission basis by any person. The following policies will be enforced at the establishment:

1. No alcoholic beverages will be allowed on the premises, other than what is dispensed by the establishment.
2. All Staff will pay attention and be alert to observable clues displayed by an intoxicated individual such as: impaired reflexes, impaired coordination, reduced judgment and inhibitions, impaired vision, etc.
3. All staff will be alert to potential problems at their respective areas at the facility.
4. Be polite and courteous to the intoxicated individual(s). Be knowledgeable as to when to request assistance from additional facility staff.
5. Patrons who appear to be 30 years of age or younger will be asked to show proper Michigan identification. Signage will be posted at serving locations. Patrons must produce proper identification.
  1. All patrons under 21 years of age, service will be refused.
  2. Check "State Seal" and other markings. Check for damage or alterations to identification card.
  3. Do not return falsified identification cards. Call management immediately.
6. If a patron shows signs of intoxication, then refuse service, politely explain policy, suggest non-alcohol purchase, and/or call for management if necessary.
7. If a patron is purchasing on behalf of someone else who appears less than 30 years old or younger, then request to see identification of recipient or contact supervisory personnel whom will seek patron(s) out. Refuse service to minors. Inform all parties involved that policy allows for ejection off of premises if illegal activity has occurred.
8. Alcohol dispensing may be restricted to one of the following practices or any combination thereof:
  1. No sales to intoxicated persons
  2. No sales without proper identification
  3. Limited alcoholic choices if necessary
  4. When in doubt, do not serve, call supervisor
9. Observe all patrons leaving the property. No alcoholic beverages are allowed to leave the facility or property.
10. Approach any patron appearing to be impaired and leaving the event. Determine if they are driving. If so, attempt to persuade them not to drive and request a non-impaired companion to drive. If unable, refer patron(s) to bus or taxi service.
11. Supervisory and management personnel will complete documentation of any alcoholic related incidents at end of event. Information will be disseminated accordingly.
12. We shall provide reduced priced non-alcoholic beverages to all designated drivers.
13. The establishment fully participates in the Techniques in Alcohol Management Program and will continue such participation in that program or a similarly recognized program approved by the Plymouth Police Chief. TIPS/TAM certification for all employees shall be provided to the Chief of Police within 35 days of date of hire.

VIII. REFUSE DISPOSAL: Highline Spirits will utilize the city assigned dumpster for 330 S. Main.

IX. GENERAL: Every effort will be made to maintain positive relationships with adjacent and nearby businesses as well as cooperation with all city departments. Every effort will be made to solve any problems which may arise.

X. EMERGENCY CONTACTS: Christi Lower 

Date: 10/15/2022  
By: Highline Spirits Company L.L.C. dba: Highline Spirits  
Name: Christi Lower CEO

Clower

CHRISTINA LOWER

CITY OF PLYMOUTH  
201 S MAIN  
PLYMOUTH, MI 48170  
Phone : 734-453-1234  
WWW.CI.PLYMOUTH.MI.US

Received From:  
Date: 11/30/2022  
Receipt: 416132  
Cashier: DMS  
Time: 3:16:14 PM

ITEM REFERENCE	AMOUNT
PDREV POLICE DEPARTMENT REVENUE HIGHLINE SPIRITS	\$600.00
TOTAL	\$600.00
CHECK 2759	\$600.00
Total Tendered:	\$600.00
Change:	\$0.00

Handwritten notes and signatures on the right side of the receipt, including a signature that appears to be "CHRISTINA LOWER".



**Local Government Approval**  
(Authorized by MCL 436.1501)

**Instructions for Applicants:**

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

**Instructions for Local Legislative Body:**

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a \_\_\_\_\_ meeting of the \_\_\_\_\_ council/board  
(regular or special) (township, city, village)

called to order by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_

the following resolution was offered: (date) (time)

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the application from Highline Spirits Company, LLC

(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): New Off-Premises Tasting Room

(list specific licenses requested)

to be located at: 330 S Main Street Plymouth, MI 48170

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: \_\_\_\_\_

It is the consensus of this body that it \_\_\_\_\_ this application be considered for  
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are \_\_\_\_\_

**Vote**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the \_\_\_\_\_ council/board at a \_\_\_\_\_ meeting held on \_\_\_\_\_ (township, city, village)  
(regular or special) (date)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059

# Manufacturing Premises & Approved Tasting Rooms

(Pursuant to MCL 436.1536 & MCL 436.1537)

## Licensed Manufacturing Premises Only



**Brewer**  
**Micro Brewer**  
**Wine Maker**  
**Small Wine Maker**

**Distiller (Manufacturer of Spirits)**  
**Small Distiller**  
**Brandy Manufacturer**  
**Manufacturer of Mixed Spirit Drink**

- Manufacturing Only - No Retail Sales
- No Local Approval Required For Commission Approval
- No Liquor Liability Insurance Required
- No Server Training Required

## Licensed Manufacturing Premises + On-Premises Tasting Room Permit

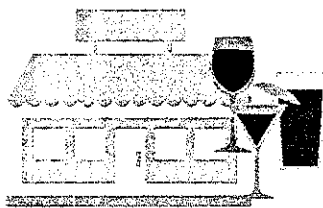


**Brewer**  
**Micro Brewer**  
**Wine Maker**  
**Small Wine Maker**

**Distiller (Manufacturer of Spirits)**  
**Small Distiller**  
**Brandy Manufacturer**  
**Manufacturer of Mixed Spirit Drink**

- Manufacturing And Retail Sales On The Premises
- Requires On-Premises Tasting Room Permit
- Local Approval Required Prior To Commission Approval
- Liquor Liability Insurance Required
- Server Training Required
- May Sell And Serve Drinks By The Glass
- May Give Away Samples For Consumption On The Premises
- May Sell Products For Consumption Off The Premises
- May Sell And Serve Food On The Premises

## Off-Premises Tasting Room License At A Location Off The Manufacturing Premises



**Up To 5 Locations =  
Drinks By The Glass**

**Unlimited Locations =  
Samples Only**

**Wine Maker**  
**Small Wine Maker**  
**Small Distiller**

**Distiller (Manufacturer of Spirits)**  
**Brandy Manufacturer**  
**Manufacturer of Mixed Spirit Drink\***

- Retail Sales Only Off The Manufacturing Premises
- Requires Off-Premises Tasting Room License
- Local Approval Required Prior To Commission Approval
- Liquor Liability Insurance Required
- Server Training Required
- May Sell And Serve Drinks By The Glass At Up To 5 Locations
- May Sell Or Give Away Samples For Consumption On The Premises At An Unlimited Number Of Locations:
  - Spirit And Brandy Samples Limited To 1/2 Ounce Per Sample
  - Wine And Mixed Spirit Drink\* Samples Limited To 3 Ounces Per Sample
- May Sell Products For Consumption Off The Premises
- May Sell And Serve Food On The Premises

*\*A Manufacturer of Mixed Spirit Drink licensee may only sell mixed spirit drink products at an Off-Premises Tasting Room licensed location if it is also licensed with a Distiller or Small Distiller license.*



**Liquor  
Control  
Commission**

**Questions? Contact the Michigan Liquor Control Commission**  
**Toll-Free: 866-813-0011 • [www.michigan.gov/lcc](http://www.michigan.gov/lcc)**

**R E S O L U T I O N**

**MOTION TO APPROVE**

**NEW LICENSE**

The following Resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

WHEREAS The City of Plymouth maintains a Liquor Management Ordinance and all Issues related to liquor licenses in the City are required to be reviewed by The Local Liquor License Review Committee, and

WHEREAS The City of Plymouth has received a request for New Off-Premises Tasting Room to be located at 330 S. Main, and

WHEREAS The application was reviewed by the Local Liquor License Review Committee on Monday, April 17, 2023 and the LLRC has considered all points of review as in Required in the Plymouth City Code Section 6-35 (4).

NOW THEREFORE BE IT RESOLVED THAT based on the recommendation of the LLRC and a consideration of the points of review as required in the Plymouth City Code Section 6-35 (4) the City Commission of the City of Plymouth does hereby APPROVE the request for a new Off-Premises Tasting Room.

# RESOLUTION

# MOTION TO DENY NEW

# LICENSE

The following Resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

WHEREAS The City of Plymouth maintains a Liquor Management Ordinance and all Issues related to liquor licenses in the City are required to be reviewed by The Local Liquor License Review Committee, and

WHEREAS The City of Plymouth has received a request for a New Off-Premises Tasting Room to be located at 330 S. Main, and

WHEREAS The application was reviewed by the Local Liquor License Review Committee on Monday, April 17, 2023 and the LLRC has considered all points of review as in Required in the Plymouth City Code Section 6-35 (4).

NOW THEREFORE BE IT RESOLVED THAT based on the recommendation of the LLRC and City Commission consideration of the points of review as required in the Plymouth City Code Section 6-35 (4) the City Commission of the City of Plymouth does hereby **DENY** the request for a new Off-Premises Tasting Room.



## Administrative Recommendation

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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 - FOIA Appeal - Holgate - 04-17-23.docx  
Date: April 13, 2023  
RE: FOIA Appeal

---

### Background

The City Commission is aware that Mr. Todd Holgate has appealed his Freedom of Information Act (FOIA) requests to the “head of a public body.” As defined in the law and on our FOIA Documents the “head of a public body” is the City Commission.

As the “head of a public body” the law requires that City Commission shall do one of the following:

- Reverse the disclosure denial.
- Issue a written notice to the requesting person upholding the disclosure denial.
- Reverse the disclosure denial in part and issue a written notice to the requesting person upholding the disclosure denial in part.
- Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the head of the public body shall respond to the written appeal. The head of a public body shall not issue more than one notice of extension for a particular written appeal.

Mr. Holgate is demanding that all FOIA’s be delivered to him without delay and all costs waived. Mr. Holgate has previously provided information that he became disabled on April 1, 2005. As a result of that information, Mr. Holgate is authorized to receive a \$20 discount on fees, twice a year. Further, we believe that we have complied with all of Mr. Holgate’s specific requests for records and we have only taken exemptions as authorized by law.

As a result of the appeal, we have listed each request for records and our disposition of the request.

- **June 27, 2022** – Request related to a car accident, on page 3 of his request he asks for videos, statements, audio and any other type of information for the accident.
  - On June 30, 2022, at 12:21 p.m. Police Administrative Records provided a response to the request. We indicated that the cost of the records was \$47.00, minus the allowable deduction of \$20.00, leaving a balance of \$27.00.



- The records were available and awaiting his pickup of the material. Videos would be emailed to him, once the fee was paid. He finally paid the fees on January 5, 2023.
  - Related to the radio traffic on the incident, he was instructed to contact Plymouth Township Police as we do not maintain those records.
  - City complied with the requests.
- **October 6, 2022** – Request for a number of records:
    - His June 27, 2022, request related to the traffic accident.
    - Discovery for misuse of 9-1-1
    - Policies and procedures of Police Department
    - 35<sup>th</sup> District Court procedures
    - Ordinances for misuse of 9-1-1 & self-identification to officers
      - October 7, 2022 – City Police Records responded to Mr. Holgate in writing via letter regarding his October 6, 2022, request for records.
      - His request for records from June 27, 2022, has been ready for pick up since June 30, 2022, he just has to pay the \$27.00.
      - Policies & Procedures for the Police Department are denied under MCL 15.243 Sec 13 1 (b) (v). Investigating records compiled for law enforcement purposes disclose law enforcement investigative techniques or procedures.
      - He was informed that laws pertaining to the misuse of 9-1-1 or Self identification to Police Officers can be found on the city web site under Code of Ordinances 54-31 & 54-32.
      - Court procedures would have to be obtained from the Court.
      - City complied with the requests.
- **October 17, 2022** – Mr. Holgate presented a Discovery Order that was signed by Judge Gerou related to case 22-6146, Misuse of 9-1-1.
    - At the time the Discovery Order was presented Mr. Holgate was representing himself before the Court. He was advised that he would be responsible for any costs.
    - On November 2, 2022, the Police Records Department was advised that Mr. Holgate now had an attorney, Lesley Knapp.
    - On November 2, 2022, the attorney's office paid the fees, and the entire file was emailed to Mr. Holgate's attorney at the Law Offices of Knapp & Knapp.
    - City Complied with the Discovery Order and supplied requested materials to Attorney.
- **November 30, 2022** – Mr. Holgate submitted a FOIA Request, but never stated what records he was requesting. The FOIA was denied, and he was mailed the denial letter on December 1, 2022.
    - City complied with the law with a denial as no specific records were requested.

- **January 5, 2023** – Mr. Holgate came in and paid for his FOIA request of June 27, 2022. Mr. Holgate was emailed the records of the traffic accident. We emailed him at [toddhogate@icloud.com](mailto:toddhogate@icloud.com).
- **March 8, 2023** – Mr. Holgate once again requested records from the same traffic accident that he requested on June 27, 2022.
  - On March 9, 2023 at 10:06:58 a.m. Police Records emailed the previously requested and sent records to [toddhogate@icloud.com](mailto:toddhogate@icloud.com), after stating he never received the documents from our Utility web site.
  - City complied with the request and resent the response of June 27, 2022 request.
- **March 13, 2023** – Mr. Holgate submitted a FOIA request for records from a 2020 incident, but he did not provide a case number or specific information. Our records staff did a good-faith search and did locate an incident.
  - On March 14, 2023 – Police Records did provide a letter to Mr. Holgate that the estimated cost for the written records would be \$115.48, and the cost of the videos would be estimated at \$437.94 for several hours of video and radio traffic that would have to be reviewed. He has yet to pay 50% of the estimated fees for us to start to prepare the documents.
  - City has provided Mr. Holgate the estimated costs associated with his request and therefore is in compliance.
- **March 26, 2023** – Mr. Holgate submitted a seven-page FOIA requesting several pieces of information about the duties and responsibilities of the Mayor, City Counsel, Plymouth ADA Coordinator, City Manager, etc. He also requested records from his previous requests for information, in addition he requested additional videos from police officers and other police cases.
  - On March 31, 2023, Police Records indicated a ten-day extension for our response, and this was sent to Mr. Holgate in accordance with the FOIA law.
  - On April 12, 2023 – The estimated costs for the records was sent to Mr. Holgate. The estimated cost of the requested records is \$120.78.
  - City has provided Mr. Holgate with a good faith estimate of the costs of his request in compliance with the law. The City has complied with the law and is awaiting payment.
- **April 5, 2023** – Mr. Holgate requested the body cam video from Sgt. Bulmer in reference to an incident at City Hall.
  - On April 11, 2023 – Police Records approved the FOIA and Mr. Holgate was mailed the information and advised of the \$24.33 cost for the video.
  - City has provided Mr. Holgate with a good faith estimate of the costs of his request in compliance with the law. The City has complied with his request.

## Recommendation

As indicated earlier in this memorandum the City Commission must take action related to Mr. Holgate's appeal. There are some minor fees attached to a FOIA request and Mr. Holgate is authorized for a small credit on the fees based on an annual basis. Once the credit is used, it is gone for the year.

As a courtesy, we have placed the information from the traffic accident on a thumb drive and if the City Commission directs us, we will provide that to Mr. Holgate. We are prepared to do that at the City Commission Meeting, if he is present.

The outline of requests and the City's actions related to those requests show compliance with the FOIA law. There were some partial denials based on exemptions permitted by law.

The City has complied with multitude of requests from Mr. Holgate, we would recommend that the City Commission send Mr. Holgate a written notice (*Copy of Resolution*) that the City Commission is upholding the City's actions related to denied records and that the city has provided all other requested information and is therefore in compliance. Further, we would recommend that the City Commission as a courtesy authorize the release of the multiple requested and supplied traffic accident information that he originally requested on June 27, 2022, on a thumb drive. Further, that the thumb drive should be presented to Mr. Holgate on camera at the City Commission meeting, if he is present.

If he is not present at the City Commission meeting, then the thumb drive should be mailed with a signature required to Mr. Holgate's Post Office Box.

We have prepared a proposed Resolution for the City Commission to consider regarding this matter. If you would like to see additional documentation, please let us know and we will provide that for you.

## RESOLUTION

The following Resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

WHEREAS The State of Michigan has the Freedom of Information Act which requires public Agencies to maintain and provide a number of public records to the public upon Request, and

WHEREAS Todd Holgate has requested a number of records from the Police Department and the Police Records staff has provided a response to requests that were submitted on:

- a) June 27, 2022
- b) October 6, 2022
- c) October 17, 2022
- d) November 30, 2022
- e) January 4, 2023
- f) March 8, 2023
- g) March 13, 2023
- h) March 26, 2023
- i) April 5, 2023
- j) April 11, 2023

WHEREAS Mr. Holgate has appealed, but gave no specifics as to his appeal of records related to the above noted requests to the head of the public body, and

WHEREAS The City Commission is the head of the public body and did review the actions of Police Records related to all of these requests.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby find that Police Records did respond appropriately to all of the Freedom of Information Act requests submitted on the above noted dates, by providing requested information or good faith estimates of the cost of the requests as allowed by law.

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth as head of the public body hereby upholds the actions of City Police Records staff, including the denial of some records in accordance with the law.

BE IT STILL FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize, as a courtesy, to again release of records requested on June 27, 2022 on a thumb drive to be presented to the requesting party at the City Commission meeting where this action was adopted or the City Administration will mail the thumb drive, with a signature required to the requesting person.



## Administrative Recommendation

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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. Sincok, City Manager  
CC: S:\Manager\Sincok Files\Memorandum - Authorization to Purchase Backhoe Loader - 04-17-23.docx  
Date: April 14, 2023  
RE: Authorization to Purchase of Backhoe

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### Background

The City Commission's 22 – 23 Budget includes the replacement of our existing 2009 backhoe/loader unit. This unit is used in a number of activities at the Department of Municipal Services, ranging from cemetery operations to water main breaks, snow loading, and various digging operations. Most importantly, due to the age of the unit the hydraulics that control the digging bucket have lost accuracy when in operations. This presents a significant safety hazard for our employees when working on a water main break or other below ground activity when crews are in the hole.

This has been a request from the Municipal Services Department for several years and it is included in the current budget. The crews from Municipal Services did test drive both the Cat and a similar John Deere model. The Cat unit is available on the Sourcewell Purchasing Cooperative Program and the John Deere unit is available on the State Purchasing MIDeal plan. After a staff review and use of both units, the staff recommended the Cat 420XE Backhoe Loader.

### Recommendation

The City Administration recommends that the City Commission authorize the purchase of a CAT Model 420 XE Backhoe Loader, with options for a total cost of \$160,751.95, including the trade in of our existing unit.

We have attached a memorandum from the Department of Municipal Services which provides additional background information on this purchase.

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: March 30, 2023  
To: Paul J. Sincock, City Manager  
From: Chris S. Porman, Assistant City Manager/Director of Municipal Services  
David Cirilli, Foreman  
Re: Purchase of Backhoe

### Background

In the Capital Improvement section of the 2022-2023 Budget, Municipal Services requested the purchase of a Backhoe w/Breaker. The current backhoe in our fleet is a 1999 CAT Model 416C Backhoe Loader that was purchased in 2000. The upkeep and general maintenance associated with this 24-year-old piece of equipment is increasing substantially. This piece of construction equipment is really starting to show its age. The backhoe has numerous rust spots and other wear and tear. More importantly, the hydraulics that control the digging bucket as well as the loading bucket have lost their accuracy, reliability, and power over the years. The controls that operate the action of the equipment are showing their over 7900 operating hours of time they have been in use.

Municipal Services utilizes the Backhoe in nearly every maintenance task that we perform. The digging, loading, and lifting capabilities are critical to repairing water main breaks, replacing fire hydrants, installing street light poles, digging graves at Riverside Cemetery, cleaning debris out of Tonquish Creek to prevent flooding, and moving various materials around the DMS yard. The backhoe is even utilized daily to pack down our trash dumpster to ensure that our transfer station remains in compliance with the State and County regulations.

The staff have researched the available equipment on the market, talked with other communities and met with our contractor partners about the best models for our operations. Ultimately two backhoe options rose to the top: CAT and John Deere. The staff and crew have "test drove" models from both manufacturers, and the unanimous choice is for the CAT Model 420 XE. The CAT's functionality, quality and reliability are second to none. It is important to note, the crew is very familiar with the joystick operation and functions of the CAT brand as our current backhoe is CAT brand. The top reason we have decided on the CAT backhoe is the service department at Michigan CAT in Novi. The service has been and continues to be superb; parts are regularly available, hours of operation are 24/7 and the mobile technicians are very knowledgeable.

The CAT Model 420 XE backhoe is designed to be even more capable than our current 24-year-old unit. The new backhoe comes equipped with an auxiliary hydraulic system at both the front loader end and the rear stick (digging) end. These added features will allow us to utilize the backhoe for additional maintenance tasks, including leaf collection with our current "claw" attachment; plow snow with our snow pusher; parking lot sweep with a broom attachment and move/load/place trees with an articulating tree fork attachment.

We have received pricing on the CAT Model 420 XE Backhoe Loader through the Sourcewell Cooperative Purchasing Contract. The City is a participating agency with the Sourcewell Purchasing Cooperative. Sourcewell is a national cooperative that competitively bids contracts for public agencies, providing us indirect savings related to writing specifications, researching industries, processing invitations to bid, recruiting a diverse pool of potential suppliers, and making awards.

Recommendation

It is our recommendation that the City Commission approve the purchase of the CAT Model 420 XE Backhoe Loader from Michigan CAT of Novi, MI for a sell price of \$154,367.95 and the options for the price of \$28,384.00. Additionally, our current Backhoe has been appraised for a minimum trade-in value of \$22,000.00. The total sell price is \$182,751.95 minus \$22,000.00 minimum trade-in value for a total cost not to exceed of \$160,751.95.

This purchase is budgeted in the Capital Improvement section of the 2022-2023 Budget under account number 661-000-140.000, see budget page attached.

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



January 27, 2023

\*\*\*\*SOURCEWELL PRICING\*\*\*\*

**City of Plymouth**

201 S MAIN ST  
Plymouth, Michigan 48170

Dear City of Plymouth,

Thank you for this opportunity to quote a solution from Michigan CAT for your business needs. We are pleased to submit the following for your purchase consideration.

One (1) New CATERPILLAR Model: 420XE Backhoe Loader with the following factory and dealer options included below:

**MACHINE**

420 XE 07A BACKHOE LOADER CFG1	CAB, DELUXE
TRIM PACKAGE 3	HYD, MP, 6FCN/8BNK, EH, QC
ENGINE, 74.5KW, C3.6 DITA, T4F BELT,	PT, 4WD/2WS, POWERSHIFT
SEAT, 2" SUSPENSION	STICK, EXTENDABLE, 4.3M (14FT)
TIRES, 340 80-18/500 70-24, MX	DISPLAY, TOUCH SCREEN
STABILIZER PADS, FLIP-OVER	WORKLIGHTS (8) LED LAMPS
BUCKET, LOADER (NONE)	SEAT, DELUXE FABRIC
INSTRUCTIONS, ANSI	LOADER, ST, PL, QUICK COUPLER
SERIALIZED TECHNICAL MEDIA KIT	AIR CONDITIONER, S5 (T4F)
FENDERS, FRONT 4WD	PRODUCT LINK, CELLULAR, PLE643
SHIPPING/STORAGE PROTECTION	COUNTERWEIGHT, 460 KGS (1015 LBS)
RUST PREVENTATIVE APPLICATOR	RIDE CONTROL
BEACON, MAGNETIC MOUNT, STROBE	LINES, COMBINED AUX, E-STICK
	AUTO-UP STABILIZERS
	STANDARD RADIO (12V)
	USB POWER PORT
	COLD WEATHER PACKAGE, 120V
	PLATE GROUP - BOOM WEAR
	GUARD, STABILIZER

SELL PRICE	\$154,367.95
TRADE (416C s/n 04ZN18635)	(\$22,000.00)
TOTAL SELL (less trade)	\$132,367.95

\*\*\*\*STANDARD &amp; EXTENDED WARRANTY INCLUDED IN MACHINE PRICE\*\*\*\*

**WARRANTY**

Standard Warranty:

Michigan CAT 12 Month, Unlimited Hour Standard Full Machine  
Warranty Service Agreement with 6 Months Mileage

Extended Warranty:

420-84 MO/4500 HR PREMIER (Tier 4)

**F.O.B./TERMS:** Corporate



OPTIONS (PRICE NEEDS TO BE ADDED TO THE MACHINE PRICE)	PRICE
BUCKET-GP, 1.31 YD3, IT, BOCE	\$3,829.00
COUPLER, PG, MAN.D.LOCK, BHL	\$2,971.00
BUCKET-HD, 24", 6.2 FT3	\$2,398.00
HAMMER, H65S (includes brackets / lines)	\$12,786.00
HYD THUMB	\$6,400.00

We believe the equipment as quoted will exceed your expectations. On behalf of Michigan CAT, thank you for the opportunity to supply Caterpillar machinery. This quotation is subject to machine availability and valid for 30 days, after which time we reserve the right to update the quote. If there are any questions, please do not hesitate to contact me.

Sincerely,  
Evan Meinicke  
Account Representative  
evan.meinicke@michigancat.com  
248-444-6045



# Cat<sup>®</sup> 420 XE

## BACKHOE LOADER

The Cat<sup>®</sup> 420 XE Backhoe Loaders delivers exceptional performance, increased fuel efficiency, superior hydraulic system, versatility and an updated operator station. The 420 XE feature the following:

- **Ergonomic Operator Station** – Adjustable Seat Mounted Controls improve ergonomics by increasing operator comfort and legroom. Operators have Loader and Backhoe Controls in the palm of their hands, whether they are facing the Loader, the Backhoe, or sitting off set for better visibility. The new Spring Applied Hydraulically Released (SAHR) Parking Brake is controlled by simply pressing a button.
- **Load Sensing Hydraulics** – The Cat Backhoe Loader's load sensing piston pump provides full hydraulic lifting and digging forces at any engine speed. Variable flow pump matches hydraulic power to work demands.
- **Machine Performance** – The Cat C3.6 engine delivers solid performance and meets U.S. EPA Tier 4 Final/EU Stage V emission standards by utilizing Selective Catalytic Reduction technology with a Diesel Oxidation Catalyst. The system allows the operator to disconnect the machine, even while the diesel exhaust fluid is being purged from the system.
- **Machine Versatility** – The all new Integrated Tool Carrier (IT Coupler) for Single Tilt Loader Arm configurations are available from the factory or for simple field installation. The Cat Backhoe Loader with Integrated Tool Carrier (IT Coupler) will be the most versatile machine on the job site providing quick connection to a variety of Cat Attachments.
- **Cat Attachments** – A large portfolio of Backhoe Loader Attachments, including but not limited to, Quick Couplers, Thumbs, assorted Buckets, and Brooms are available from the factory or for field installation. Cat Backhoe Loaders will be "Dirt Ready" upon delivery.
- **Powershift Transmission** – A Four Speed Powershift Transmission is standard to make shifting gears smooth and as simple as twisting the Powershuttle Lever.
- **Lift Performance** – The redesigned boom cylinder increases lift performance by 15%.

## Specifications

### Engine

Engine	C3.6 74.5 kW (100 hp) Electronic Turbo Intercooled	
Ratings at 2,200 rpm		
Gross Power SAE J1995	76 kW	102 hp
Gross Power ISO 14396	74 kW	100 hp
Net Power Rating at 2,200 rpm		
SAE J1349	68 kW	92 hp
ISO 9249	68 kW	91 hp
Net Peak Power Rating@ 1,800 rpm		
SAE J1349	79 kW	105 hp
ISO 9249	78 kW	105 hp
Dimensions		
Bore	98 mm	3.86 in
Stroke	120 mm	4.72 in
Displacement	3.6 L	220 in <sup>3</sup>
Torque Rise (net) at 1,400 rpm	47%	
SAE J1349 Net	436 N-m	322 lb-ft
Power Rating Conditions		
No de-rating required up to	3048 m	10,000 ft

- Engine meets Tier 4 Final/Stage V emission standards.

### Weights\*

Operating Weight (estimated)	7834 kg	17,271 lb
Operating Weight (maximum) (ROPS capacity)	11 000 kg	24,251 lb
Operating Weight (minimum)	7384 kg	16,279 lb
Cab, ROPS/FOPS	145 kg	320 lb
Power-Shift Transmission	STD	STD
Ride Control	15 kg	33 lb
Air Conditioning	45 kg	99 lb
All-Wheel Drive	STD	STD
MP bucket (0.96 m <sup>3</sup> /1.25 yd <sup>3</sup> )		
with fold-over forks	915 kg	2,017 lb
without fold-over forks	745 kg	1,642 lb
Loader QC	245 kg	540 lb
Extendible Stick (excludes ft. counterweight)	270 kg	595 lb
Counterweights, base	115 kg	256 lb
Stackable, one	240 kg	529 lb
Maximum	460 kg	1,014 lb

\*Machine configuration: standard stick hoe, OROPS canopy, AWD power shift transmission, 0.96 m<sup>3</sup> (1.25 yd<sup>3</sup>) GP (General Purpose) loader bucket, 610 mm (24 in) standard duty hoe bucket, front 340/80-18 and rear 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.



# 420 XE Backhoe Loader

## Transmission\*

### Power Shift Transmission – Standard

Forward – 1st	5.9 km/h	3.7 mph
2nd	9.4 km/h	5.8 mph
3rd	20 km/h	12 mph
4th	41 km/h	25 mph
Reverse – 1st	5.9 km/h	3.7 mph
2nd	12.4 km/h	7.7 mph
3rd	27 km/h	17 mph

	Power-Shift Transmission – Optional		Power-Shift Transmission with LTC – Optional	
Forward – 1st	5.9 km/h	3.7 mph	5.9 km/h	3.7 mph
2nd	9.4 km/h	5.8 mph	9.4 km/h	5.8 mph
3rd	12 km/h	8 mph	12 km/h	8 mph
4th	20 km/h	12 mph	20 km/h	12 mph
5th	27 km/h	17 mph	27 km/h	17 mph
5th LTC	—	—	29 km/h	18 mph
6th	41 km/h	25 mph	41 km/h	25 mph
6th LTC**	—	—	40 km/h	25 mph
Reverse – 1st	5.9 km/h	3.7 mph	5.9 km/h	3.7 mph
2nd	12 km/h	7.7 mph	12 km/h	7.7 mph
3rd	27 km/h	17 mph	27 km/h	17 mph

\*Travel speeds of two wheel drive backhoe loader at full throttle, when equipped with 500/70-24 rear tires.

\*\*Limited by engine speed to 40 km/h (25 mph).

## Axle Ratings

### Front Axle, AWD

Static	23 500 kg	51,808 lb
Dynamic	9000 kg	19,841 lb

### Rear Axle

Static	26 500 kg	58,422 lb
Dynamic	10 000 kg	22,046 lb

## Hydraulic System

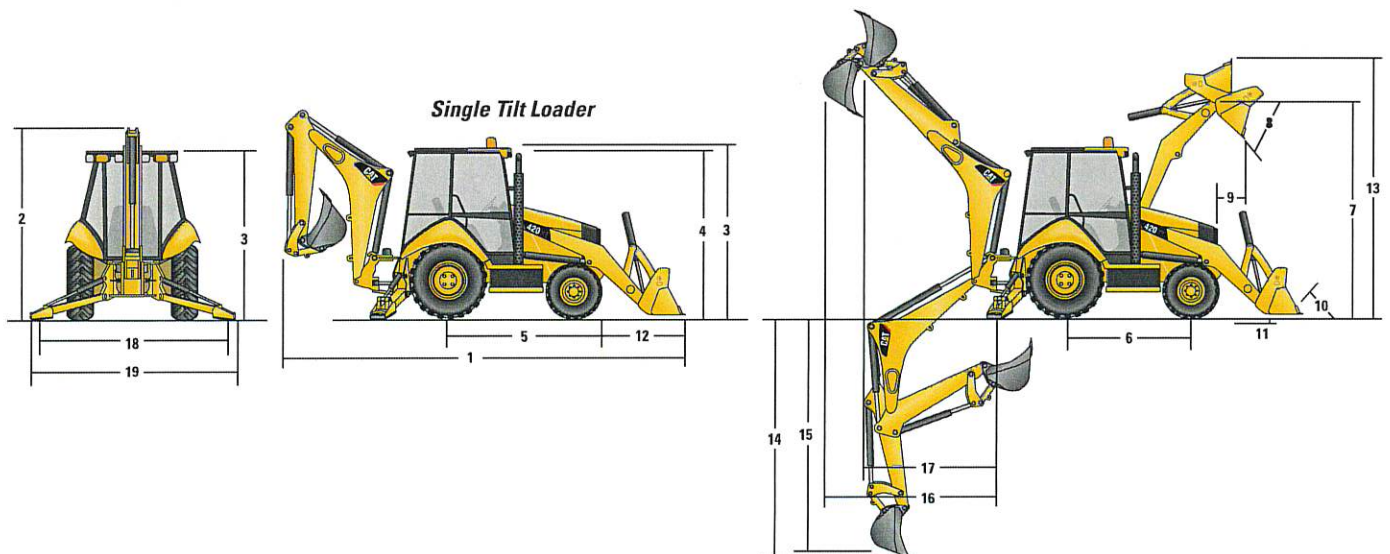
Type	Closed Center	
Pump Type	Variable-flow, Axial Piston	
Pump Capacity @ 2,200 rpm	187 L/min	49.4 gal/min
System Pressure		
Backhoe	25 000 kPa	3,626 psi
Loader	25 000 kPa	3,626 psi

## Steering

Type	Front Wheel Steering	
Power Steering	Hydrostatic	
One Double-Acting Cylinder		
Bore	65 mm	2.6 in
Stroke	106 mm	4.2 in
Rod Diameter	40 mm	1.6 in
Axle Oscillation	11°	
Turning Circle – (inner wheel not braked)		
Outside front wheels	8.205 m	26'11"
Outside widest loader bucket	10.745 m	35'3"

## Service Refill Capacities

Cooling System with Air Conditioning	18.0 L	4.8 gal
Fuel Tank	160.0 L	42.3 gal
Engine Oil with Filter	9.0 L	2.4 gal
Diesel Exhaust Fluid (DEF)	19.0 L	5.0 gal
Transmission – Power shuttle		
AWD	18.0 L	4.8 gal
Transmission – Power Shift		
AWD	19.0 L	5.0 gal
Rear Axle	16.0 L	4.2 gal
Planetaries	1.7 L	0.4 gal
Front Axle (AWD)	11.0 L	2.9 gal
Planetaries	0.7 L	0.2 gal
Hydraulic System	95.0 L	25.1 gal
Hydraulic Tank	42.0 L	11.1 gal





# 420 XE Backhoe Loader

## STANDARD EQUIPMENT

- Adjustable auxiliary controls, backhoe loader
- Air cleaner
- Alarm, back-up
- Audible system fault alarm
- Automatic Engine Speed Control (AESC)
- Battery, maintenance-free, 850 CCA
- Battery disconnect switch
- Boom transport lock
- Brace, lift cylinder
- Brake, parking, Spring Applied Hydraulically Released (SAHR)
- Brakes, hydraulically boosted, oil disc, dual pedals, interlocking
- Bucket level indicator
- Canopy, ROPS/FOPS
- Cat cushion swing system
- Coat restraint
- Coolant/antifreeze, extended life
- Dome light (cab only)
- Diagnostic port for engine, machine and gauge cluster Electronic Control Modules
- Differential lock, loader joystick
- Drink holders, two
- Engine, Cat C3.6 (Direct Injection Turbocharged), meets Tier 4 Final/Stage V emission standards, Selective Catalytic Reduction, Diesel Oxidation Catalyst (DOC)
- Engine enclosure, sound suppression, removable side panels
- Face seals, O-ring
- Fan, suction and guard
- Fast reversing shuttle, all gears
- Fenders, rear
- Filters, spin-on: fuel, engine oil, transmission oil, water separator
- Filters, bowl and cartridge: hydraulic fluid
- Flashing hazards/signal lights
- Floor mat
- Four wheel drive
- Four wheel drive shaft guard
- Fuel tank, fully enclosed
- Fully hinged front grill for cooling package cleaning access
- Gauge cluster: coolant temperature, fuel level, torque converter temperature, DEF level
- Ground level fuel fill and DEF fill
- Halogen lights, working (2 front, 2 rear)
- High ambient cooling package
- Hood lock, inside cab
- Hydraulic Lock Out, loader, backhoe, auxiliary hydraulics
- Hydraulic hose, XT™
- Hydraulic oil cooler
- Hydraulic oil level sight gauge
- Hydraulic valves, loader 2 function
- Hydraulic valves, backhoe 4 function
- Hydraulics, load sensing with variable displacement piston pump
- Indicator lights: wait to start, water in fuel, engine warning, warning lamp, emissions module malfunction, low battery/charging system warning, high hydraulic oil temperature: LCD warnings: engine oil pressure, machine locked, service due, air filter blocked, high coolant temperature, auto idle shutdown, high torque converter temperature, hydraulic filter bypass
- Instrument panel lights
- Key start/stop system
- LCD operator display with soft key controls: engine speed, hour meter, gear/direction, battery voltage, hydraulic oil temperature, torque converter temperature, coolant temperature, trip totals (fuel and hours), lifetime totals (fuel and hours), operator settings (units, brightness, programmable hoe auxiliary flow), service mode diagnostics, maintenance intervals, ECM/system info
- Loader, EH Parallel Lift
- Loader, Programmable Kick Out
- Loader, Programmable Return To Dig
- Loader, single tilt
- Mirror, interior, rearview
- One-touch low idle
- Open circuit breather
- Pattern changer, in cab
- Power receptacle, 12 volt, 2 internal, 1 external
- Power receptacle, 5 volt USB, 1 internal
- Power steering, hydrostatic
- Product Link™, satellite, network manager
- Product Link, cellular, network manager
- Seat belt, retractable, 51 mm (2 in)
- Seat mounted joystick controls: backhoe and loader, EH operated, excavator style with pattern changer
- Socket, two roof
- Stabilizers, EH Control, Auto-UP
- Stabilizer shoes, street
- Steering knob
- Seat, air suspension, vinyl cover, with armrest
- Starting system, glow plugs
- Steering column, tilting, telescopic
- Storage compartment, lockable
- Storage tray
- Stop and tail lights
- Swing transport lock
- Tires
- Toolbox, external, lockable
- Torque converter
- Throttle, hand and foot, electronic
- Transmission, 4 speed, powershift
- Transmission neutralizer switch
- Transport tie-downs
- Vandalism locks, four
- Warning horn, electric

Capital Item	Req By	Account #	R N	Est Life	Dept Priority	Method of Funding	Dept Req Est Cost	Manager Revisions	Budgeted Cost
<b>EQUIPMENT FUND</b>									
Network Upgrades and Workstation Upgrades / Replacements	MIS	661-000 -140.500	R	5	1	X	30,000	-	30,000
Police Cars (2) - Tahoe	POL	661-000 -141.000	R	6	1	X	90,000	-	90,000
Police Car Modern Replacement (2)	POL	661-000 -141.000	R	6	2	X	2,000	-	2,000
Medium Duty 4x4 Mini Dump w/Plow	MSD	661-000 -141.000	N	10	1	X	90,000	-	90,000
Regular Cab Pick Up + Liftgate & Plow (2)	MSD	661-000 -141.000	R	10	1	X	90,000	-	90,000
Portable 2-Way-Radios	MSD	661-000 -140.000	R	10	2	X	7,650	-	7,650
Backhoe w/Breaker	MSD	661-000 -140.000	R	10	1	X	155,000	-	155,000
Two Man Scissor Lift	REC	661-000 -140.000	R	10	1	X	15,000	-	15,000
Equip Lease - Rosenbauer Fire Pumper	FIRE	661-000 -141.500	R	20	1	X	161,000	-	161,000
Equip Lease - Zamboni S52AC	REC	661-000 -141.500	R	15	1	X	18,930	-	18,930
Equip Lease - Swaploader	MSD	661-000 -141.500	N	15	1	X	45,397	-	45,397
Equip Lease - Pumper Fire Truck	FIRE	661-000 -141.500	R	10	1	X	41,023	-	41,023
Equip Lease - Tahoe (3)	POL	661-000 -141.500	R	6	1	X	35,439	-	35,439
<b>EQUIPMENT FUND TOTAL</b>							<b>781,439</b>	<b>-</b>	<b>781,439</b>
<b>NON-GENERAL FUND TOTAL</b>							<b>8,889,314</b>	<b>(1,100,000)</b>	<b>7,789,314</b>
<b>GRAND TOTAL</b>							<b>11,731,614</b>	<b>(2,685,000)</b>	<b>9,046,614</b>

SUMMARY		Dept Req Est Cost	Manager Revisions	Budgeted Cost
GENERAL FUND TOTAL		2,842,300	(1,585,000)	1,257,300
MAJOR STREET FUND TOTAL		30,000	-	30,000
LOCAL STREET FUND TOTAL		30,000	-	30,000
2020 GO BOND CONSTRUCTION FUND TOTAL		1,791,875	-	1,791,875
RECREATION FUND TOTAL		1,855,000	(500,000)	1,355,000
PARKING FUND TOTAL		1,425,000	(600,000)	825,000
WASTE/RECYCLING FUND TOTAL		30,000	-	30,000
DDA OPER/CAP IMPROVEMENT FUNDS TOTAL		25,000	-	25,000
BUILDING / COMMUNITY DEV FUND TOTAL		1,000	-	1,000
DRUG ENFORCEMENT FUND TOTAL		-	-	-
OWI FORTIFURE FUND TOTAL		-	-	-
PUBLIC IMPROVEMENT FUND TOTAL		-	-	-
PARKING ACQ/ CONSTRUCTION FUNDS TOTAL		2,920,000	-	2,920,000
WATER / SEWER FUND TOTAL		781,439	-	781,439
EQUIPMENT FUND TOTAL		781,439	-	781,439
<b>GRAND TOTAL</b>		<b>11,731,614</b>	<b>(2,685,000)</b>	<b>9,046,614</b>

## RESOLUTION

The following Resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

WHEREAS The City of Plymouth maintains a fleet of vehicles and equipment

To help protect the public health, safety and welfare, and

WHEREAS From time to time the vehicles and equipment need to be

Replaced as a part of the annual budget process, and

WHEREAS The City Administration did seek to replace the current

Backhoe/loader with a new unit and this is in the budget.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of a CAT Model 420 XE Backhoe Loader from Michigan Cat of Novi with options for a price of \$160,751.95, that includes the trade in of our existing CAT Backhoe Loader. This purchase is authorized under the Sourcewell Purchasing Cooperative program.



## Administrative Recommendation

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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 - Authorization for the purchase of Nursery Jaws Tree Forks - 04-17-23.docx*  
Date: April 14, 2023  
RE: Authorization for purchase of Nursery Jaws Tree Forks

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### Background

The city has been a Tree City USA for many years and as a part of this program we plant a number of trees on an annual basis. A lot of this work is manual and not very efficient. The Department of Municipal Services is proposing to purchase a product called nursery jaws tree forks. This is a highly specialized attachment that goes on our mini loaders that will allow us to move and place trees in a much more efficient manner.

Due to our partnership with Keep Plymouth Leafy, we will be splitting the costs on the new tool. The total cost of the product is \$6,325.00.

We have attached a memorandum from the Department of Municipal Services related to this purchase and it will provide additional background information.

### Recommendation

The City Administration recommends that the City Commission authorize the purchase of Nursery Jaws II 72" Forks from Christensen's Plant Center in the amount of \$6,325.00. The cost of the purchase will be split with Keep Plymouth Leafy, and the city's share of the costs will be authorized from 226-521-740.

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 Adam, Chris or myself.





## Department of Municipal Services

1231 Goldsmith, Plymouth, MI

734-453-7737

dms@plymouthmi.gov

Date: March 30, 2023  
To: Paul J. Sincock, City Manager  
From: Chris S. Porman, Assistant City Manager/Director of Municipal Services  
Adam Gerlach, Assistant Director Municipal Services  
Re: Purchase of Nursery Jaws Tree Forks

### Background

Since 2012 when the City Commission authorized staff to enhance our tree planting program, Municipal Services has increased our annual tree plantings ten-fold from an average of 15 to between 100 and 200 trees each year. The planting of large balled and burlap trees is labor intensive and strenuous work. To assist our crew with this program we have researched tools/equipment, including "tree forks", that can help us continue to improve our tree planting program.

The crew currently moves many of the trees we plant by hand with a cart or loads/unloads trees with straps/chains attached to the loader or backhoe. Nursery Jaws "tree forks" are a hydraulically-controlled, articulating material handling fork attachment. The Nursery Jaws attachment can be attached to a loader, skid steer or tractor to enable safer, more efficient moving, loading/unloading, and planting of large trees and other bulky items.

Nursery Jaws are produced solely by Diversified Products Marketing, Inc and are the only device of its type available on the market. We have received pricing on the Nursery Jaws II from the local distributor, Christensen's Plant Center. As you are aware, Christensen's Plant Center has been one of the primary suppliers of trees for the City tree planting program for many years.

### Recommendation

It is our recommendation that the City Commission approve the purchase of the Nursery Jaws II 72" Forks from Christensen's Plant Center of Plymouth, MI for the price of \$6,325.00. This purchase is partially funded through our partnership with Keep Plymouth Leafy and will be purchased under account number 226-521-740.000.

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



# NURSERY JAWS® II



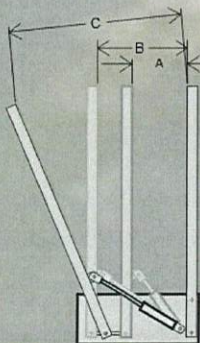
The Nursery Jaws® II features a hydraulically expanding pivot point that allows you to handle a variety of material. The Nursery Jaws® II's versatility allows you to move multiple B&B and different sizes of treeballs at the same time. Different degrees of pitch for the forks are available for the perfect grip to move containerized and boxed trees. The Nursery Jaws® II will provide years of invaluable service to your business.



- Quik-Tach Bracket for Most Front End Loaders
- Adjustable Padded Tree Guard
- Ability to "Grasp" B&B up to 50" 3-24" B&B or 2-42" B&B Boxes up to 36"
- Transport Different Size B&B Simultaneously
- Optional 80" Forks



## NURSERY JAWS® II



<b>Fork Length</b>	66" or 72" standard optional 80" available
<b>Fork angle</b>	Fixed @ 22 degrees
<b>Fork Face Material</b>	Tread Plate
<b>Pads</b>	6" standard
<b>Selector Valve</b>	Manual or Electric Solenoid
<b>Parallel spread of forks</b>	A 17" B 27"
<b>Widest opening @ tips</b>	C 63" w/66" forks C 66" w/72" forks
<b>Weight</b>	675 lbs. w/66" forks 700 lbs. w/72" forks
<b>Carrying Capacity</b>	3000 lbs.
<b>Hydraulics</b>	All components rated for 3000 psi 2-5 GPM adequate for speed of operation.
<b>Can Carry</b>	B&B up to 50" Boxes 20"-36" Pots up to 65 gallon Boulders up to 3000 lbs.

"I purchased my first set of Nursery Jaws® II in 2003 to use on my Kubota R-420. WOW! I can't believe I waited so long! The Nursery Jaws® II allowed me to eliminate one man on the truck for unloads and greatly minimized the physical demands of unloading trees with traditional forks. It dramatically decreased my offload times. Trunk and ball damage, that can occur with forks, becomes non-existent.

The ability to adjust the pivot point on the Nursery Jaws® II has allowed me to carry larger caliper trees which would have been a nightmare with traditional forks.

My second set of Nursery Jaws® II arrived for my new Kubota R-520. With two sets of Jaws® at my disposal, I chuckle in anticipation of the spring shipping blitz."

- Jay Shattuck, Owner,  
Country Brook Farms Nursery & Garden Center  
Hudson, New Hampshire

Order



6282 Gotfredson Road
Plymouth, Michigan 48170-5073
Phone (888) 454-8733
Fax (888) 454-9866

Page: 1
Order#: 754120
Ticket date: 2/21/23



Sold to: CITY OF PLYMOUTH
201 S MAIN STREET
PLYMOUTH, MI 48170

Ship to: DMS - Adam

Customer #: 2366 Ship date: 03/31/2023 Ship-via code:
Sales Rep: ERIC Location: MAIN Terms: Net 30 days

Table with 6 columns: Item #, Description, Quantity, Unit, Catalog Price, Extension. Row 1: 929315, NURSERY JAWS II 72" FORKS NURSERY, 1, EA, 4,800.00, 5,800.00, 5,800.00. Row 2: Special Order, JAWS 2.

User: ERIC Total line items: 1 Order subtotal: 5,800.00
Tax amount: 0.00
Order misc amt 2: 525.00
Order total: 6,325.00
Order amt due: 6,325.00

\*\*\*\*\*
Total discount - You saved \$ -1,000.00
\*\*\*\*\*

NEW! Get our Christensen's App FREE on the Apple App Store and Google Play
Visit our website - christensensplantcenter.com - for stock availability
NO WARRANTY ON NURSERY STOCK IS EXPRESSED OR IMPLIED

Order



6282 Gotfredson Road  
Plymouth, Michigan 48170-5073

Phone (888) 454-8733  
Fax (888) 454-9866

Page: 1  
Order#: 754120  
Ticket date: 2/21/23



Sold to: CITY OF PLYMOUTH  
201 S MAIN STREET  
PLYMOUTH, MI 48170

Ship to: DMS - Adam

Customer #: 2366  
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Ship date: 03/31/2023  
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Ship-via code:  
Terms: Net 30 days

Item #	Description	Quantity	Unit	Catalog	Price	Extension
929315	NURSERY JAWS II 72" FORKS NURSERY	1	EA	4,800.00	5,800.00	5,800.00
Special Order	JAWS 2					

---

User: ERIC	Total line items: 1	Order subtotal:	5,800.00
		Tax amount:	0.00
		Order misc amt 2:	525.00
		Order total:	6,325.00
		Order amt due:	6,325.00

\*\*\*\*\*  
**Total discount - You saved \$ -1,000.00**  
 \*\*\*\*\*

NEW! Get our Christensen's App FREE on the Apple App Store and Google Play  
 Visit our website - christensensplantcenter.com - for stock availability  
 NO WARRANTY ON NURSERY STOCK IS EXPRESSED OR IMPLIED

RESOLUTION

The following Resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_

WHEREAS The City of Plymouth participates in a tree planting program in order to help  
With the public health and welfare, and

WHEREAS The tree planting process is a labor-intensive process and there are tools that  
Can assist with this process, and

WHEREAS The Department of Municipal Services in cooperation with Keep Plymouth  
Leafy has found a tool to assist with the planting process.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby  
authorize a purchase of Nursery Jaws II 72" Forks from Christensen's Plant Center in the amount of  
\$6,325.00. Funding for this purchase will be split between the city and Keep Plymouth Leafy.





## Administrative Recommendation

---

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

[www.plymouthmi.gov](http://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 - Lawn Mowing - Grass Cutting Leaf Removal 2020 - 04-17-23.docx*  
Date: April 14, 2023  
RE: Lawn Mowing – Grass Cutting Leaf Pick up 2023 Season

---

### Background

The City Administration is constantly looking at ways to save city resources, while providing services at the most cost effective means possible. Many communities perform lawn mowing “in house” with some combination of full/part/seasonal staff; however, the most cost-effective option for us is to contract this service out. The City has numerous neighborhood parks, two cemeteries and a number of rights of way areas for a total of 30 different locations that need to be mowed on a regular basis. In addition, approximately 20 of those same properties require fall bulk leaf clean up (the rest of the properties are a combination of right of ways, etc. that do not accumulate anything more than a negligible amount of leaves).

While it may be more cost effective for us to contract for what seems to be a simple job of mowing the lawns, it does not come without difficulty for our team. Such was the case a few years ago when our contractor simply closed his business a few weeks into the season. We have had contractors where we did not renew their contract because that vendor did not meet our expectations nor standard of care in the City. We have also had contractors bid on the project and realize the full scope of the job duties or the difficulty in mowing the cemetery and thus they lose a lot of money on our projects.

We put the mowing schedule out to bid and we had five contractors bid on the job. The bids are mostly “in the neighborhood” with each other. Executive Property Maintenance is the low bidder. They have an extensive client list of contracts, and they are a growing company.

We have attached a memorandum from Adam Gerlach and Chris Porman which outlines the process used for bidding and the information on the recommended contractor.

Expenses for lawn mowing are spread into several accounts and Funds as a result of their use. Expenses are spread in the General Fund and the Recreation Fund. Many of the Right of Way cuts are Wayne County rights of way areas, but the County simply does not maintain them and as a result it gets left to the City to mow or we leave it grow and accept the complaints.

**RECOMMENDATION:**

The City Administration recommends that the City Commission accept the bid from Executive Property Maintenance. This is a potential three-year deal.

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 Chris Porman or myself.



## Department of Municipal Services

1231 Goldsmith, Plymouth, MI

734-453-7737

dms@plymouthmi.gov

Date: April 12, 2023  
To: Paul J. Sincock, City Manager  
From: Chris S. Porman, Director of Municipal Services  
Adam Gerlach, Assistant Director of Municipal Services  
Re: Grass Cutting and Fall Leaf Clean Up Bids

### Background

The Department of Municipal Services and Recreation Department have gone out to bid on grass cutting and fall leaf clean up services for City parks, public properties and rights-of-way. We requested pricing on 30 different locations for grass cutting and 19 locations for Fall leaf clean up. We anticipate there to be approximately 27 "cuts" during the season based on our historical averages. It should be noted that if we have a wet year, the number of cuts may increase, while in a dry year, we see fewer weeks of grass cutting.

Five companies have submitted sealed bids for the scope of work outlined in the bid documents. Of the five bids received, one was received after the advertised bid opening time, and a second bid was incomplete. After reviewing the remaining three complete and valid bids, we noticed a wide range of pricing from the three companies. Given the inflationary environment we are currently in, we anticipated an increased cost for this year. Executive Property Maintenance submitted the lowest bid, with pricing comparable to what our cost was in 2020. In addition, the bid from Executive Property Maintenance only includes a 1% escalator for years 2 and 3 of the contract term. Executive Property Maintenance fulfilled all bid requirements; submitting pricing for all locations, for both grass cutting & leaf clean up, submitting a bid bond, and submitting the appropriate workman's compensation, general liability and automobile insurances. It should be noted that Executive was previously a successful bidder and was awarded the contract in 2011 and 2012.

Executive Property Maintenance is a local company that has been established in the Plymouth community for nearly 20 years and is actively growing. It is also noteworthy that they have been given multiple awards for their maintenance work in landscaping and snow/ice from several leading industry associations. We have contacted local residents and businesses that currently work with them, and each gave a favorable response as to the professional, quality, and prompt way work was conducted. We spoke with the owner of the company and feel comfortable with the approach Executive Property Maintenance plans to take to perform the work in the City should they be awarded the contract.

### Recommendation

We are recommending that the City Commission approve the contract with Executive Property Maintenance of Plymouth, MI for a period of one year for grass cutting services and fall leaf clean up in the full season grand total amount of \$98,049.60. This cost is budgeted across multiple funds (general, roads, recreation) based on the location of the individual property.

In addition, we are recommending that the City reserves the right to administratively extend the contract in one-year increments for a period not to exceed a maximum of three consecutive years. It should be noted Executive Property Maintenance, as per their bid pricing listed a 1% annual escalator. We have attached a copy of our bid tabulation and a copy of Executive Property Maintenance's bid proposal for reference. Once again, the bid pricing is based on an average of 27 cuts per year and two fall clean ups. While it is impossible to predict the weather and the direct impact it has on the grass, we feel that this is an accurate average representative of historical representation.

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





## Department of Municipal Services

1231 Goldsmith Plymouth, MI 48170  
734-453-7737 phone 734-455-1666 fax www.plymouthmi.gov

# NOTICE TO BIDDERS

Notice is hereby given that the City of Plymouth, Michigan will accept sealed bids up until 11:00 a.m., March 28, 2023. The bid opening will be at 11:00 a.m., March 28, 2023 for the following:

### **Grass Cutting: City Parks, Facilities & Right-of-Ways**

City of Plymouth  
Department of Municipal Services  
C/o City Clerk  
Plymouth City Hall  
201 S. Main Street  
Plymouth, Michigan 48170

***No pre-bid meeting required. Optional pre-bid meeting is available on March 14, 2023, 9:00 a.m. at DMS Office, 1231 Goldsmith, Plymouth, MI 48170. Please submit any questions via email to [agerlach@plymouthmi.gov](mailto:agerlach@plymouthmi.gov) or [cporman@plymouthmi.gov](mailto:cporman@plymouthmi.gov)***

Specifications and bid documents are available at the city hall during normal business hours. You may also download a copy of the documentation from the City's web site at: <http://www.plymouthmi.gov>.

The City of Plymouth reserves the right to accept or reject any or all bids, in whole or in part, and to waive any irregularities.

Maureen Brodie, CMC  
City Clerk  
City of Plymouth

# Grass Cutting: City Parks, Facilities & Right-of-Ways Proposal Specifications

The City of Plymouth's Department of Municipal Services (DMS), 1231 Goldsmith, Plymouth MI, 48170, is seeking the services of a contractor (or multiple contractors) to provide lawn cutting and trimming services for the locations described below for one year, renewable annually for up to three consecutive years.

DMS recommends that all bidders contact the listed email, to have all questions and clarifications resolved prior to submitting a bid. No pre-bid meeting is required; however an optional pre-bid meeting will be held at the DMS Office, 1231 Goldsmith, Plymouth, MI 48170 on March 14, 2023 at 9:00 a.m.

All questions are preferred to be by email.

## **LOCATION DESCRIPTIONS AND EXTENTS**

### **Division 1.**

#### **Park/Playground & Public Property Locations:**

1. Kellogg Park: *Approx. 1 acre(48,000 sf)*, bounded by Main St., Penniman Ave., 676 Ann Arbor Tr, & Ann Arbor Tr. & right-of-way along Ann Arbor Tr. from Deer St. to 585 W. Ann Arbor Tr. (aka. area along front of Saxtons parking lot)
2. Tonquish Creek Nature Walk: *Approx. 1,500 sf*, bounded by Harvey St., Tonquish Creek fence line, wooden pedestrian bridge, & Fence line at the back of houses along Penniman Ave.
3. Veteran's Memorial Park & Vacant Lot @ Church St. & Main St.: *Approx. 1 acre(43,000 sf)*, bounded by Church St., Main St., & PARC, also the three traffic islands in Church St. west of Main St. & vacant lot bounded by Church St., Main St., 186 Main, & 701 Church (First Presbyterian Church)
4. Starkweather Park: *Approx. 10,000 sf*, bounded by Starkweather St., Farmer St., Mill St. & 542 Starkweather and 537 Mill
5. Pointe Park: *Approx. 3/4 acre(34,000 sf)*, bounded by Starkweather St., Mill St., & 1100 Starkweather (Napa Auto Parts) and 1103 Mill
6. Kiwanis Club Park: *Approx. 29,000 sf*, bounded by Junction St., Auburn Ave., 674 Auburn, & rear fence line of Evergreen Ave. houses
7. Hough Park: *Approx. 2 acres(88,000 sf)*, bounded by Maple Ave., McKinley Ave., Park Place, & Evergreen Ave.
8. Rotary Club Park: *Approx. 28,000 sf*, bounded by Herald St., 545 Herald, rear fence line of houses on Jener St., & Wing St.
9. Garden Club Park: *Approx. 24,000 sf*, bounded by Carol Ave., Forest Ave., Sutherland Ave., & 900 Sutherland and 953 Carol
10. Jack Wilcox Park: *Approx. 9,000 sf*, bounded by Dewey Ave., rear fence line of houses on Simpson Ave., and 670 Byron, & Byron Ave.
11. Lion's Club Park (both North and South of Burroughs Ave.): *Approx. 1 1/3 acres(60,000 sf)*, bounded by Harding St., 855 Harding, 856 Coolidge, rear fence line of 850-900 Fairground, rear fence line of 920-1080 Fairground, Coolidge St. dead end, 964 Coolidge, & 963 Harding.
12. Fairground Park: *Approx. 2 1/3 acres(100,000 sf)*, bounded by rear fence line of houses on Maple St., Hamilton St., 591 Hamilton, 392 Joy, Joy St., rear and side fence line of 607 Harding St., & Harding St.
13. Smith Park: *Approx. 8,000 sf*, bounded by 585 Sheldon, 592 Elm, Elm Ave., 614 Evergreen, & Sheldon Rd.
14. Knights of Columbus Park (Fire Station #2): *Approx. 10,000 sf*, bounded by Spring St., Holbrook Ave., rear fence line of houses on Caster St., rear fence line of houses on Mill St., & 140 Spring
15. City Hall & East Central Parking Lot: *Approx. 1/2 acre(20,000 sf)*, bounded by Main St., Church St., Police Garage bldg., & approx. City of Plymouth Historical Marker, also the traffic islands in Church St. east of Main St. and the right of way on Church St. from Main St. to Union St. including all traffic islands, also all traffic islands in and around the parking lot that extends

from the rear of "The Gathering" to Church St. and including the right-of-way on Union St. from Church St. to parking lot entrance

## **Division 2.**

### **Right-of-way Locations:**

16. Coolidge St. Right-of-way: *Approx. 3,200 sf*, bounded by Lion's Club Park, Coolidge St., Rear property lines of houses fronting on Fairground, 440 Ross & 505 Hartsough
17. Wilcox Rd. Right-of-way (ROW): *Approx. 1 acre(41,000 sf)*, right-of-way along Mill St. from Rouge River bridge to Wilcox Rd. & right-of-way along Wilcox Rd. from Mill St. to E. Hines Dr. (Rouge River bridge) & Traffic Island @ Wilcox Rd. & Mill St. & surrounding Old Village Sign (ROW along Starkweather from Rouge River bridge to Mayflower Towing driveway) & Vacant Lot @ Wilcox Rd. & Holbrook St., bounded by Wilcox Rd., Holbrook St. & 1083 Holbrook Sidewalk
18. Sheldon Service Drive: *Approx. 12,000 sf*, right-of-way between Sheldon Rd. service drive & Sheldon Rd. from Nantucket St. to Provincetown St.
19. N. Territorial Rd. Right-of-way: *Approx. 26,000 sf*, right-of-way along N. Territorial from Cassady Place Property to Scituate Dr. & Scituate Dr. to city limit & Scituate Dr. traffic island
20. Ann Arbor Tr. & Sheldon Rd. Lot: *Approx. 11,000 sf*, bounded by Ann Arbor Tr., Sheldon Rd., Alleyway, & 1488 Ann Arbor Tr.
21. Sheldon Rd. Right-of-way: *Approx. 1 acre(43,000 sf)*, right-of-way along Sheldon Rd. from Smith Playground to Beech St., from Beech St. to Hartsough Ave. & from Hartsough Ave. to Crestwood Park Condos (Byron Creek bridge)
22. Byron Ave. Right-of-way: *Approx. 10,000 sf*, right-of-way along Byron Ave. from McKinley Ave. to 1142 Byron, from 1056 Byron to Harvey St. & from Harvey St. to Main St.
23. Park & Mill St. Right-of-way: *Approx. 24,000 sf*, bounded by Mill St., Park Ave., Rear fence line of Parkview duplexes, & 407 Mill & Park Ave traffic island
24. Mill St. Right-of-way: *Approx. 18,000 sf*, right-of-way along Mill St. from Plymouth Hills Apartments to Burroughs Ave., from Burroughs Ave. to 880 Mill St., from 882 Mill St. to Hartsough St., & from Hartsough St. to East Middle School
25. Theodore St. Right-of-way: *Approx. 3/4 acre(31,000 sf)*, bounded by Farmer St., Railroad Tracks, Mill St., & Theodore St.

## **Division 3.**

### **Recreation Locations:**

26. Cultural Center: *Approx. 3/4 acre(34,000 sf)*, right-of-way along Farmer St. from rear fence line of Adams St. houses to DTE Substation, apron along Adams St. houses rear fence line, apron along PARC fence line, right-of-way along Theodore St. from PARC fence line to DTE Substation, apron along DTE Substation between building and fence line, & front entry areas
27. Massey Field: *Approx. 29,000 sf*, baseball diamond only
28. TDM/Automotive Components Holdings/Visteon/Ford Soccer Fields: *Approx. 4 1/2 acres(196,000 sf)*, bounded by wooded areas or brush on three sides, & entry road, maximum overall dimensions approx. 255 feet by 825 feet

## **Division 4.**

### **Cemetery Locations:**

29. Riverside Cemetery: *Approx. 12 acres(522,000 sf)*, bounded by Hines Park, fence line along DMS bulk storage area, fence line along Industrial Park, & Massey Field and Courthouse parking, includes right-of-way along Plymouth Rd. from parking entrance to 800 Plymouth Rd.
30. York St. Cemetery: *Approx. 1 acre(45,000 sf)*, bounded by cemetery fence line on all sides & includes the drive approach of Pearl St from York St. to the cemetery entrance

## SPECIFICATIONS

### General:

1. **No pre-bid meeting is required.**
2. **Optional pre-bid meeting is offered on March 14, 2023 at 9:00 a.m. at the Plymouth DMS Office, 1231 Goldsmith, Plymouth, MI 48170.**
3. **All bidders are encouraged to submit any questions, concerns or clarifications via email prior to submitting a bid.**
4. The contractor shall provide all prices inclusive of all foreseen costs. No additional surcharges, charges, fees, extras, etc. will be permitted.
5. The intent of the City of Plymouth is to maintain its parks, facilities and right-of-ways in a clean, neat and orderly appearance, suitable to its intended use. The contractor shall perform all the following:
  - Furnish all labor, supervision, equipment, fuel, material, tools, supplies, services, and special skills required to perform the maintenance as set forth herein
  - Provide a sufficient number of operators and equipment to insure the timely completion of the mowing
  - Maintain equipment in proper working order, remove damaged equipment from service as soon as possible, ie. Bent, broken or missing blades, flat tires, etc.
  - Utilize lawn mowing equipment able to provide an accurate, level, and consistent cut. Equipment must have the ability to adjust the cutting height to the specific height as directed
  - Lawn mowing, including but not limited to trimming, edging and clean up
  - Trim around all obstacles on lawn areas with each mowing without damaging trees or landscaping
  - Edge and trim all lawn areas with each and every mowing including but not limited to the removal of grass, weeds, and/or plant growth from sidewalk, paver, and/or brickwork, edges, control/expansion joints and cracks, throughout the entire location. Additionally, remove grass, weeds, and/or plant growth at the back of curb, around manhole structures, and in the curb and gutter throughout and adjacent to the entire location
  - Remove all grass clippings from walkways, parking lots, and other paved areas
  - Leave grass on the lawn to decompose, unless in such significant clumps/piles that the clippings would damage/suffocate the grass
  - Clean up any trash or debris on lawn before mowing, and dispose of trash and debris in an acceptable manner
  - Repair, replace, and satisfactorily correct all damage to lands, grass, and vegetation
  - Not blow grass onto/into any storm drains, parking areas or adjacent private property
  - Not mow in severe wet conditions so as to not damage the turf, drainage or soil
  - Not mow in drought conditions as specified by DMS
  - The contractor shall not use any grass or weed killer of any type at any location within any park, ROW, or cemetery
  - Take every precaution to avoid spilling or leaking petroleum products. If leakage/spillage does occur, the contractor shall take immediate action to clean up the spill in accordance with recommended standards for dealing with spillage of hazardous materials
  - Exercise precaution at all times for the prevention/protection of all people and property. Safety provisions of all applicable laws, regulations and ordinances shall be observed. The City of Plymouth may require the contractor to discontinue hazardous work practices upon written notice. The contractor shall keep all necessary guards and protective devices in place at locations where work is being performed to prevent injury to the public or damage to public and/or private property.
6. Perform weekly mowing, or as needed, or as indicated on the bid proposal form or as directed by DMS, subject to change upon direction of DMS and/or Recreation Department Supervisor. Schedule of mowing and/or leaf clean up may be dictated and/or changed by the City of Plymouth at any time.



7. Schedule: Subject to change due to weather conditions, lack of growth, or any other concern.
  - First tentative week of mowing: May 1, 2023
  - Last tentative week of mowing: October 30, 2023
  - For bidding purposes, the mowing season is considered to be 27 weeks.
8. Cut grass to a height of approximately 3 inches (unless otherwise specified), with blades sharpened on a regular basis, not bent or otherwise impaired. Grass height is measured from the soil to the tip of the grass blade.

#### Recreation Locations:

1. TDM/Automotive Components Holdings/Visteon/Ford Soccer Fields:
  - Grass shall be cut at a height of 2 ½" to 3 ½" as directed by the City of Plymouth Recreation Department director
  - Every effort will be made to provide the specified cutting heights to the contractor in advance. Notice given to the contractor will be weather and event dependent
  - Grass shall be cut 1 to 2 times per week as needed or as directed by the City of Plymouth Recreation Department director
  - Cutting schedule will be dependent on coordination with field paint/marketing contractor
  - Grass shall be cut under moveable soccer goals. The contractor shall be held responsible for any and all damage to goals and nets
  - Additional special cuttings may be requested per the City of Plymouth Recreation Department director
2. Massey Field:
  - Grass shall be cut at a height of 2 ½" to 3 ½" as directed by the City of Plymouth Recreation Department director
  - Every effort will be made to provide the specified cutting heights to the contractor in advance. Notice given to the contractor will be weather and event dependent
  - Grass shall be cut 1 to 2 times per week as needed or as directed by the City of Plymouth Recreation Department director
  - Cutting schedule will be dependent on coordination with field paint/marketing contractor
  - Additional special cuttings may be requested per the City of Plymouth Recreation Department director

#### Cemetery Locations:

1. Riverside Cemetery:
  - Grass shall be cut at a height of 3" as directed by the City of Plymouth DMS
  - The contractor shall be held responsible for any and all damage including but not limited to: cracked, chipped or broken concrete foundations, grave stones, or monuments
  - The contractor shall be responsible for any damaged flowers, shrubs, trees, vines or other vegetation and the proper compensation of said vegetation
  - The contractor shall not use any grass or weed killer of any type at any location within the cemetery.
2. York St. Cemetery:
  - Grass shall be cut at a height of 3" as directed by the City of Plymouth DMS
  - The contractor shall be held responsible for any and all damage including but not limited to: cracked, chipped or broken concrete foundations, grave stones, or monuments
  - The contractor shall be responsible for any damaged flowers, shrubs, trees, vines or other vegetation and the proper compensation of said vegetation
  - The contractor shall not use any grass or weed killer of any type at any location within the cemetery.

### Fall Leaf Clean up:

1. Leaves may be mowed/mulched on the lawn to decompose, unless in such significant clumps/piles that the leaves would damage/suffocate the grass.
2. Leaves may NOT be blown/raked/pushed/or otherwise deposited into or onto rivers, creeks, drains, storm sewers or any other stormwater system component. All proper precautions should be taken to ensure leaf piles do not cover or block storm drainage structures/catch basins.
3. Leaves are to be blown, raked or removed from the grass and piled at the curb, when leaf quantities become too large to be mulched into the lawn to decompose. Refer to DMS for additional instructions regarding fall bulk leaf pick up.
4. Refer to DMS for bulk leaf pick up scheduling after Labor Day.
5. Leaf clean up will occur in a maximum of two occurrences, an initial clean up coinciding with the City's first bulk leaf pick up date and a second follow up clean up coinciding with the City's second bulk leaf pick up date.
6. Refer to the bid proposal form (spreadsheet) for the locations designated for fall leaf clean up.

### Bonding, Insurance & Contract:

1. Contract
  - This bid is for a 1 year contract for the year of 2023. The contract may be extended on an annual basis for up to a total contract length of 3 years, 2023-2025. At the end of 3 consecutive years, the contract will be put out to bid regardless of the performance of the contractor. This contract will be scheduled to be rebid in the year 2025.
  - The successful bidder will provide a written contract. Contract documents to be furnished by the successful bidder within 10 business days following the award of the contract on March 20, 2023.
  - Upon extension of the initial 1 year contract, a new contract will be written up for each 1 year extension and executed prior to the start of mowing for each season.
2. All bid proposals must include a Bid Payment Bond in the amount of 10% of the total bid price to be made payable to the City of Plymouth. If a contractor is successful, a performance bond shall also be required.
  - Every bid must be accompanied by a money order, cashiers check or certified check, made payable to the City of Plymouth, or a bond with corporate surety in the amount of 10% of the bid.
  - The bid bond amount is determined as 10% of the "Total Grass Mowing Bid Price Per Cutting 2023" this is the total located at the bottom of the bid proposal form.
  - Said bid bond shall be forfeited to the City of Plymouth in the event a bidder neglects or refuses to enter into a written contract with the City of Plymouth within 10 business days of the award of the contract by the City of Plymouth DMS.
  - Following the award of the contract the bid bond of each unsuccessful bidder shall be returned to each such bidder.
  - The bid bond of the successful bidder, to whom the contract is awarded, shall be returned upon the execution of the contract and delivery of the performance bond as described below.
3. Performance Bond
  - A performance bond shall be provided by the successful bidder. The performance bond must be in the amount of 100% of the contract amount, and submitted to the City of Plymouth within 30 days after announcement of the award.
  - The performance bond amount will be based on a season of 27 grass cuttings + 2 fall leaf clean ups for the contracted period of 1 year.
  - If the bidder fails to furnish the performance bond within 30 days, the contract is void and the City of Plymouth may claim the amount in the bid bond.
  - The performance bond shall be renewed each year that the contract is renewed. The renewed performance bond must be in the amount of 100% of the contract amount for that contract year and submitted to the City of Plymouth within 30 days of the renewal of the contract.

4. Insurance
  - Every bidder must provide proof of Comprehensive General Liability Insurance with minimum limits of \$500,000 combined single limit bodily injury and/or property damage.
  - Every bidder must provide proof of Automobile Liability Insurance with minimum limits of \$500,000 combined single limit bodily injury and/or property damage.
  - Every bidder must provide proof of Worker's Compensation Insurance that complies with the Worker's Compensation laws of Michigan.
5. The contractor shall not bill the City of Plymouth unless the work has been fully completed. Partial completion at any given location will result in no payment for that location. Partial completion includes but is not limited to the following: mowing but not trimming, mowing one part of a multi-part location, mowing any fraction of Riverside cemetery less than the entirety.
6. Unless the contractor has been directed to not mow grass due to drought or other conditions per DMS, the contractor shall maintain the schedule outlined above and for special conditions below. If the contractor fails to maintain schedule, without City of Plymouth consent, the City of Plymouth may supplement the mowing with City of Plymouth staff or another contractor, with payment for this work deducted from the performance bond.
7. The contractor shall not obligate the City of Plymouth to make any payments to another party, nor make any promises or representations to another party for, or in behalf of, the City of Plymouth, without prior written approval from the City of Plymouth DMS.
8. The City of Plymouth is a tax exempt entity.
9. The City of Plymouth reserves the right to split the award of this contract to multiple bidders. Divisions of this contract include, but are not limited to: Park/Playground & Public Property Locations, Right-of-way Locations, Recreation Locations, and Cemetery Locations

**Vendors with Questions:**

Questions related to this Request for Proposal should contact Chris Porman or Adam Gerlach at the Department of Municipal Services at (734) 453-7737 or [agerlach@plymouthmi.gov](mailto:agerlach@plymouthmi.gov) or [cporman@plymouthmi.gov](mailto:cporman@plymouthmi.gov)

## City of Plymouth Proposal Form

### Grass Cutting: City parks, Facilities, & Right-of-ways 2023, Renewable for 2024 & 2025

- Please provide pricing for work to be completed in the table below.  
**Do not leave fields blank, if the value is zero, indicate 0.**
- Bid Bond
- Insurance Certificates
  - Workman's Compensation
  - General Liability
  - Automobile Liability
- Submit three (3) copies of the proposal

Location	Mowing Schedule	Grass Mowing Bid		Fall Leaf Clean up Bid	
		Price PER CUTTING	Annual Escalator, If any	Price PER CLEAN UP	Annual Escalator, If any
<i>Park/Public Property &amp; Right-of-way Locations</i>		2023		2023	
#1 (Kellogg Park)	1 /week	\$ <u>85.54</u>	1 %	\$ <u>334.76</u>	1 %
#2 (Tonguish Cr.)	1 /week	\$ <u>27.04</u>	1 %	X	X
#3 (Veteran's Park)	1 /week	\$ <u>104.18</u>	1 %	\$ <u>111.89</u>	1 %
#4 (Starkweather Park)	1 /week	\$ <u>40.53</u>	1 %	\$ <u>91.63</u>	1 %
#5 (Pointe Park)	1 /week	\$ <u>66.86</u>	1 %	\$ <u>81.87</u>	1 %
#6 (Kiwanis Park)	1 /week	\$ <u>71.53</u>	1 %	\$ <u>74.27</u>	1 %
#7 (Hough Park)	1 /week	\$ <u>160.82</u>	1 %	\$ <u>363.26</u>	1 %
#8 (Rotary Park)	1 /week	\$ <u>62.66</u>	1 %	\$ <u>74.91</u>	1 %
#9 (Garden Club Park)	1 /week	\$ <u>48.22</u>	1 %	\$ <u>74.27</u>	1 %
#10 (Jack Wilcox Park)	1 /week	\$ <u>40.53</u>	1 %	\$ <u>44.59</u>	1 %
#11 (Lion's Park)	1 /week	\$ <u>111.08</u>	1 %	\$ <u>83.98</u>	1 %
#12 (Fairground Park)	1 /week	\$ <u>160.82</u>	1 %	\$ <u>82.21</u>	1 %
#13 (Smith Park)	1 /week	\$ <u>41.00</u>	1 %	\$ <u>97.78</u>	1 %
#14 (Knights of Columbus)	1 /week	\$ <u>30.79</u>	1 %	\$ <u>81.87</u>	1 %
#15 (Coolidge St ROW)	1 Bi-weekly	\$ <u>26.54</u>	1 %	X	X
#16 (Wilcox Rd ROW)	1 Bi-weekly	\$ <u>80.42</u>	1 %	X	X
#17 (Sheldon Service Drive)	1 Bi-weekly	\$ <u>48.22</u>	1 %	X	X
#18 (N Territorial ROW)	1 Bi-weekly	\$ <u>41.00</u>	1 %	X	X
#19 (Lot @ AATr & Sheldon)	1 Bi-weekly	\$ <u>26.54</u>	1 %	X	X
#20 (Sheldon ROW)	1 Bi-weekly	\$ <u>67.60</u>	1 %	X	X
#21 (Byron ROW)	1 Bi-weekly	\$ <u>26.54</u>	1 %	X	X



#22 (Park Av & Mill St ROW)	1 Bi-weekly	\$ <u>48.22</u>	<u>1</u> %	X	X
#23 (Mill @ Burr/Harts ROW)	1 Bi-weekly	\$ <u>26.54</u>	<u>1</u> %	X	X
#24 (Theodore ROW)	1 Bi-weekly	\$ <u>48.22</u>	<u>1</u> %	X	X
#25 (City Hall & East Central Parking Lot)	1 /week	\$ <u>48.22</u>	<u>1</u> %	\$ <u>157.44</u>	<u>1</u> %
<b>Recreation Locations</b>					
#26 (Cultural Center)	1 /week	\$ <u>40.21</u>	<u>1</u> %	\$ <u>221.51</u>	<u>1</u> %
#27 (Massey Field)	1-2 /week	\$ <u>80.85</u>	<u>1</u> %	\$ <u>222.51</u>	<u>1</u> %
#28 (ACH/Vist/Ford Soccer Field)	1-2 /week	\$ <u>301.04</u>	<u>1</u> %	\$ <u>352.65</u>	<u>1</u> %
<b>Cemetery Locations</b>					
#29 (Riverside Cemetery)	1 /week	\$ <u>1286.56</u>	<u>1</u> %	\$ <u>2150.56</u>	<u>1</u> %
#30 (York St Cemetery)	1 Bi-weekly	\$ <u>111.08</u>	<u>1</u> %	\$ <u>111.89</u>	<u>1</u> %
<b>Total Grass Mowing Bid Price Per Cutting 2023:</b>		\$ <u>86,079.07</u>			
<b>Total Fall Leaf Clean up Bid Price Per Clean up 2023:</b>		\$ <u>4904.58</u>			

Contractor Company Name: Executive Property Maintenance

Address: 422 US E. Ann Arbor Rd.  
Suite 107

Phone Number: 734-656-8100 Fax: \_\_\_\_\_

Email Address: will@executivepro.com Contractor Contact Person: William Moore

The Undersigned, having examined the scope of work, hereby proposes to perform the work in a manner satisfactory to the City of Plymouth in accordance with all specifications, terms and conditions contained in this bid document at the following rates and prices and complete all work within schedules as generally stated and specifically agreed to at the initiation of each phase of work. I affirm that I have the authority to submit this bid to the City of Plymouth for the work specified on the attached sheet. I propose to supply the materials and labor to the City as outlined in this proposal in a timely manner.

Signature of Authorized Agent: \_\_\_\_\_ Date: 3.2.23

Printed Name of Authorized Agent: William Moore

# AFFIDAVIT OF NONCOLLUSION

STATE OF Michigan COUNTY OF Wayne

William Moore (name), being first duly sworn deposes and says that he is

President (title) of Executive Property Maintenance (corporation)

who submits herewith to the City of Plymouth a proposal for **Grass Cutting: City Parks, Facilities & Right-of-ways** for the City of Plymouth certifies:

That all statements of fact in such proposal are true;

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

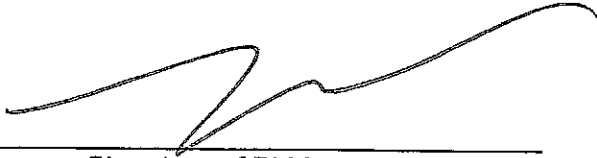
That such proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Plymouth, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of proposals, said bidder:

1. Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
2. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his bid;
3. Did not in any manner, either directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else or to raise or fix any overhead, profit, cost element of his proposal price or of that of anyone else;
4. Did not, directly or indirectly, submit his proposal price or any breakdown thereof, or the content thereof, or divulge information relative thereof, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to any person or persons who have a partnership or other financial interest with said bidder in this business.

Executive Property Maintenance  
Firm Name

  
Signature of Bidder

3/2/23

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Tucker Insurance Agency 48225 Michigan Ave  Canton MI 48188		<b>CONTACT NAME:</b> SARAH NALEPA <b>PHONE (A/C, No, Ext):</b> 7346975544 <b>FAX (A/C, No):</b> (734)697-5464 <b>E-MAIL ADDRESS:</b> sarah@tuckerins.com	
<b>INSURED</b> Executive Property Maintenance Inc. 42245 E. Ann Arbor Rd. Ste 107  Plymouth MI 48170		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> EMC INSURANCE NAIC # 21415 <b>INSURER B:</b> MIDWEST EMPLOYERS CASUALTY CO 23612 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary & Non-Contributory  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N N	5D78013	10/23/2022	10/23/2023	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N N	5E78013	10/23/2022	10/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N N	5J78013	10/23/2022	10/23/2023	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	EXECU1H	06/30/2022	06/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

For Information Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fax:  
ACORD 25 (2016/03)

Email:

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# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 66570795

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Lisa S Kennedy

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Executive Property Maintenance, Inc.

Obligee: City of City of Plymouth

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 66570795 is not issued on or before midnight of June 26th, 2023, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 28th day of March, 2023.

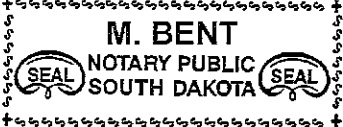
STATE OF SOUTH DAKOTA  
COUNTY OF MINNEAPOLA } ss



WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

On this 28th day of March, in the year 2023, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



M. Bent  
Notary Public - South Dakota

My Commission Expires March 2, 2026

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 28th day of March, 2023.

WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

Bid Opening: Grass Cutting: City Parks, Facilities & Right-of-Ways  
 Date/Time: Tuesday, March 28, 2023, 11:00 a.m.

**UNOFFICIAL BID RESULTS**

Attendees: Maureen Brodie  
Adam Gerlach

Bidder	2023 Total Grass Mowing (Per Cut Price)	2023 Total Fall leaf Clean-up (Per Clean-up Price)	Bid Bond	Insurance Certificates Workers Comp General Liability Automotive	Affidavit of Non-Colusion
Transitions Outdoor Services	\$5,375.00	\$13,895.00	yes	yes	yes
Serene Surroundings	\$3,475.00	\$5,680.00	yes	yes	yes
Executive Property Maintenance	\$3,359.40 ***See Note-Below***	\$4,813.85 ***See Note-Below***	yes	yes	yes
Superior Landscape Companies	\$3,635.00	\$9,160.00	no	no	yes
Ground Control Property Service	Bid received after Bid Opening at 11:17 a.m. 3/28/2023				

\*\*\*NOTE: Bid submission indicated  
 \$86,079.07 per cut price, value is full  
 season price (per bid specs a full  
 season is 27 Cuttings)\*\*\*

\*\*\*NOTE: Bid submission indicated  
 \$4,904.55 per clean-up price,  
 mathematical error found, correct total  
 is \$4,813.85\*\*\*

## RESOLUTION

The following Resolution was offered by Comm. \_\_\_\_\_ and seconded by Comm. \_\_\_\_\_.

WHEREAS The City of Plymouth has a variety of public properties which need to have the  
Lawn mowed on a regular basis, and

WHEREAS From time to time the city bids these services to arrange for lawn mowing and  
Leaf clean up services, and

WHEREAS The City did seek bids for this service and two bidders, bid on the project, and

WHEREAS The City Administration did review the bid and recommends accepting the bid from  
Executive Property Maintenance.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does  
hereby accept the bid from Executive Property Maintenance for lawn mowing and fall leaf clean up.



## Administrative Recommendation

---

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

[www.plymouthmi.gov](http://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 - Riverside Cemetery Mausoleum Maintenance and Design Project - 04-17-23.docx*  
Date: April 14, 2023  
RE: Cemetery Mausoleum Master Plan

---

### Background

The City Commission is aware that Riverside Cemetery has a number of long term maintenance issues. One of the most concerning is the condition of the Garden Mausoleum, also known as the outdoor mausoleum. We have experienced a number of issues related to the granite face plates. There is also a desire by the public for niche spaces, rather than for full body burials or entombments.

We have met with a number of contractors related to some of our issues with the mausoleum. We have a proposal from Ehresman Architects, because of their expertise in cemeteries and mausoleums. The proposal includes addressing the technical repair concerns of the granite as well as developing addition spaces for cremation entombment. The proposal is in the amount of \$8,490 and it is covered as a part of the current year budget.

We have attached a memorandum from Adam Gerlach and Chris Porman which further outlines the issues and the proposal.

### Recommendation

The City Administration recommends that the City Commission authorize a contract with Ehresman Architects to develop a concept design, which addresses the repair concerns related to the granite and several other issues. The contract is in a not to exceed amount of \$8,490.

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 Adam, Chris or myself.



## Department of Municipal Services

1231 Goldsmith, Plymouth, MI

734-453-7737

dms@plymouthmi.gov

Date: April 12, 2023  
To: Paul J. Sincock, City Manager  
From: Chris S. Porman, Assistant City Manager/Director of Municipal Services  
Adam Gerlach, Assistant Director Municipal Services  
Re: Authorization for Architectural Design Services for Riverside Cemetery Garden Mausoleum

### Background

As you are well aware, the Garden Mausoleum (aka The Outdoor Maus) at Riverside Cemetery has been in need of maintenance and repair. The group of four mausoleum buildings that are built in front of the original mausoleum have a long list of concerns the greatest of which are: deterioration of the stone, failing face plate attachment hardware, dwindling number of niche spaces available for sale. The Garden Mausoleum is the City's only option available for sale to the public for an above ground "burial" option.

Over the last couple of years, City staff have met with several contractors including Shaw Construction, who we have worked with on several repair and maintenance projects (most recently the Cultural Center bathroom and locker room renovations). While working at another local cemetery, Shaw Construction met and worked with staff from Ehresman Architects who have expertise and experience with expanding and repairing existing mausoleums.

City staff met with Ehresman Architects and are confident that they will help us come up with a long-term plan to repair and adapt or expand our mausoleum. They have provided a proposal which includes architectural and design services for a concept design related to the Garden Mausoleum. They will address the technical repair concerns, improving the aesthetics and developing additional spaces for cremation "burial". The cost for the services of this initial planning phase are \$6,990, plus an allowance of \$1,500 for renderings/concept drawings for a total of \$8,490.

### Recommendation

It is our recommendation that the City Commission authorize an amount not to exceed \$8,490 to Ehresman Architects to develop a Concept Design for the Riverside Cemetery Garden Mausoleum as a professional services contract. The proposal is attached and outlines the scope of services provided, deliverables, and cost breakdown. Following the results of the plan and design, we can begin to obtain pricing for the repair(s), adaptation/expansion, and provide that back to the City Commission for authorization later.

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





March 3, 2023

Adam Gerlach, Asst. Director of Municipal Services  
City of Plymouth  
1231 Goldsmith  
Plymouth, MI 48170

RE: Proposal for Architectural and Design Services  
Riverside Cemetery Mausoleum / Columbarium Improvements

Dear Mr. Gerlach,

Thank you for the opportunity to contribute to the success of City of Plymouth on this very important mausoleum / columbarium improvement and possible expansion project. As mentioned, Ehresman Architects has been working with St. Paul on the Lake for over 16 years, and have completed numerous phases of columbarium work there. Although a different style of niche at that location, we feel confident that we will be able to provide appropriate design solutions for not only the technical issues that you are having, but also other ideas to improve the aesthetics and marketing / selling capabilities of the mausoleum / columbarium.

Thank you for the information and expertise that you provided during our walkthrough of the area on February 20, 2023. Ehresman Architects can make your vision happen. The enclosed proposal includes a step-by-step game for you and the City of Plymouth to consider.

Please contact our office if you have any questions or if any clarification is needed.

Respectfully,

A handwritten signature in blue ink, appearing to read "M. Chamberlin", with a stylized flourish at the end.

Marc Chamberlin, AIA  
Senior Architect, Partner  
[marc@ehresmanarchitects.com](mailto:marc@ehresmanarchitects.com)

**DATE**

March 3, 2023

**TO**

Adam Gerlach, Asst. Director of Municipal Services  
 City of Plymouth  
 1231 Goldsmith  
 Plymouth, MI 48170

**PROJECT IDENTIFICATION**

Proposal for Architectural and Design Services  
 Riverside Cemetery Mausoleum / Columbarium Improvements

**PROJECT DESCRIPTION**

There appear to be two (2) separate "projects" for the mausoleum / columbarium at Riverside Cemetery that need to be addressed. One project is to address the technical concerns listed below.

- Heaving, spalling and open joints in the base of wall concrete curbs
- Attachment method of granite facing panels
- Open joints in perimeter limestone roof caps
- Roof leaks in original mausoleum
- Limestone spalling and handrail deterioration at original mausoleum entrance

The second project deals more with the marketing / selling capabilities of the complex.

- Provide more columbarium niches and less crypt spaces
- Repurpose the couch crypt areas at the base of the original mausoleum
- Create a more serene and reflective atmosphere through landscape gardens and less hard surface

At this time, we are unsure of what the overall scope of the project is and therefore have included services for Master Planning and Conceptual Design. Once those services are performed and a direction agreed upon, the typical design, construction documents, bidding, and construction phase services can be determined.

**BASIC ARCHITECTURAL and ENGINEERING FEE**

<u>PHASE 1a – MASTER PLAN AND CONCEPT DESIGN</u>	<b>\$6,990</b>
Fee: Time Basis with target maximum	
• Architectural: 45 hours @ \$118 avg.	
• Landscaping: 12 hours @ \$140 avg.	
<u>PHASE 1b – RENDERINGS (ALLOWANCE)</u>	<b>\$1,500</b>
<u>PHASE 2 – SCHEMATIC DESIGN</u>	<b>TBD</b>
<u>PHASE 3 – CONSTRUCTION DOCUMENTS</u>	<b>TBD</b>
<u>PHASE 4 – BIDDING SERVICES</u>	<b>TBD</b>
<u>PHASE 5 – CONSTRUCTION CONTRACT ADMINISTRATION SERVICES</u>	<b>TBD</b>

## **SCOPE OF BASIC SERVICES INCLUDED**

The following services are included in this proposal based on our understanding during our discussion.

### MASTER PLAN AND CONCEPT DESIGN

1. Field measure existing conditions and quantity of crypts and niches.
2. Create Columbarium as-built drawings (as best as possible due to lack of survey).
3. Develop new master plan design concepts for:
  - a. Increasing niche quantities both inside the mausoleum and on the grounds of the columbarium
  - b. Creating / adding opportunities for landscaping to provide a better atmosphere for families to reflect and spend time with their loved ones
4. Research and develop plan to remediate poor existing conditions as it relates to the connection and attachment method of the granite facing panels.
5. Design concepts with one or two options for columbarium expansion.
6. Meeting with committee to review the conceptual design options.
7. Create phased expansion plan with number of niches per phase.
8. Submission to and meeting with the City of Plymouth and/or Riverside Cemetery.

### RENDERINGS

1. Prepare two (2) color renderings and fly-through of the proposed improvements for use by the City of Plymouth / Riverside Cemetery.

## **SCOPE OF BASIC SERVICES NOT INCLUDED AT THIS TIME (CAN BE ADDED ONCE SCOPE IS DEFINED)**

### SCHEMATIC DESIGN PHASE SERVICES

1. Complete presentation quality detailed landscape design for final master plan.
2. Create presentation quality drawings of expansion plans with numbered niches for use by Parish.
3. Include new landscaping, pillars, gate and other amenities.
4. Conduct review meeting with the City of Plymouth and/or Riverside Cemetery.

### CONSTRUCTION DOCUMENTS

1. Prepare site plan, elevations, sections, and details as required for the mausoleum / columbarium improvements, including architectural, civil, structural, electrical, and landscape architecture components as needed for the project.
2. Prepare project manual which includes the bidding requirements and technical material specifications.
3. One construction document approval review meeting with the City of Plymouth and/or Riverside Cemetery prior to bidding.

### BIDDING PHASE SERVICES

1. Distribute bidding documents to prospective bidders via email.
2. Conduct one (1) pre-bid conference at the project site.
3. Provide clarifications and interpretations of bidding documents to prospective bidders via addendum.
4. Open, review, and recommend award with the city for submission to City Council, if required.
5. Assist the City of Plymouth with preparation of the Owner - Contractor agreement.
6. Provide signed and sealed permit drawings for submission to the city for permitting.

### CONSTRUCTION CONTRACT ADMINISTRATION PHASE SERVICES

1. Attend preconstruction meeting.
2. Attend construction meetings to monitor quality of construction and progress.
3. Write and distribute construction meeting minutes.
4. Review contractor submissions (shop drawings, product data, etc.).
5. Certify and process contractor's application for payments.
6. Provide clarifications and interpretations of the bidding documents during construction.
7. Review contractor's change order requests and administer changes in the work.



8. Attend preliminary and final punch list review meeting and distribute punch list forms
9. Review project close-out documents.
10. Prepare final list of architectural blueprints for St. Paul's retention.
11. Provide additional project administration as requested.

#### **INFORMATION, TASKS, OR COSTS TO BE PROVIDED BY OWNER**

1. Environmental investigation and test reports.
2. Boundary and/or topographic survey.
3. Soil borings with geotechnical report and foundation recommendations, if needed.
4. City plan review and permit application fees.
5. Environmental and hazardous material testing and mitigation, including quality control monitoring.
6. Reimbursable direct project expenses.

#### **ADDITIONAL SERVICES**

These services are not included in the Basic Services and fee. Any specific services not identified as Basic Services may be performed if requested by the Owner as an additional service and will be billed on an hourly basis or as otherwise agreed to.

1. Increase in size, scope, or complexity of the project as defined.
2. Design or engineering changes requested by the Owner, after the design is accepted and "frozen".
3. Redesign for cost savings, requested by the Owner or Contractor.

#### **2023 HOURLY BILLING RATES**

Partner:	\$150
Senior Project Manager:	\$130
Project Manager:	\$120
Lead Architectural Staff:	\$110
Business Manager:	\$100
Architectural Staff:	\$90
Architectural Support Staff:	\$80
Senior Mechanical Engineer:	\$150 avg.
Senior Electrical Engineer:	\$150 avg.
Senior Structural Engineer:	\$150 avg.
Senior Civil Engineer:	\$150 avg.
Landscape Architect:	\$140 avg.

#### **REIMBURSABLE COSTS**

Additional direct project costs are billed as an additional expense and are not included in the Basic Fee. Reimbursable expenses will be billed at the below amounts:

Photocopies:	\$ 0.20 each
Plotted Drawings	
• 24 x 36 Print:	\$ 1.60 each
• 11 x 17 Print:	\$ 0.60 each
Mileage:	\$ 0.655
UPS Delivery:	Cost, plus 50%
Outside Printing:	Cost, plus 10%
Domestic Wire Transfer Fee	\$30 per transfer
Rendering Printing	As determined once size, type, etc. is determined

**CONTRACT CONDITIONS**

1. AIA B101-2017 "Standard Form of Agreement between Owner and Architect" Conditions will apply.
2. Limitation of Liability: Notwithstanding any other provision of this agreement and to the fullest extent permitted by law, the Owner agrees that the total liability, in the aggregate, of the Architect and the Architect's officers, directors, partners, employees, agents, and consultants, to the Owner, is subsidiary and/or affiliated companies and their respective officers, directors, employees, agents, and anyone claiming by, through, or under the Owner for any and all injuries, claims, losses, expenses, damages whatsoever arising out of, resulting from or in any way relating to the Architect's services, this Agreement or any Addenda, from any cause or causes, shall be limited to \$25,000 or the total amount of compensation received by the Architect, whichever is greater.

This limitation shall apply regardless of the cause of action or legal theory, pled or asserted. Under no circumstances shall EA, or its officers, or staff be liable for client's loss of profits, delay damages, or any special, incidental, or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

3. The services the Architect provides will be performed in a manner consistent with that degree of care as ordinarily exercised by a similarly situated Architect currently practicing under similar circumstances. No warranty or guarantee is included or intended in this Agreement or instruments of its services.
4. The Architect shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of the execution of this Agreement.

**SERVICES WILL START**

Upon verbal direction to proceed with this signed letter agreement to follow in seven (7) days.

**BASIC SERVICES WILL END**

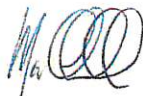
30 days after concept drawings are submitted for approval.

**CONTRACT TERMINATION**

By telephone with 24-hour notice, with full payment for all services performed up to the date of termination.

**SIGNATURE**

The above terms and conditions are acceptable and hereby agreed upon



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Marc Chamberlin, AIA  
Senior Architect, Partner  
Ehresman Architects

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City of Plymouth

Capital Item	Req By	Account #	R N	Est Life	Dept Priority	Method of Funding	Dept Req Est Cost	Manager Revisions	Budgeted Cost
<b>Municipal Services Department</b>									
<b>DMS FACILITY</b>									
Entry Doors - DMS Garage	MSD	101-900-971.438	R	6	1	X	12,000	-	12,000
OFFICE - Windows	MSD	101-900-971.438	R	20	1	X	25,000	-	25,000
OFFICE - Cutters & Soffits	MSD	101-900-971.438	R	15	1	X	10,000	-	10,000
OFFICE - Fire Alarm System	MSD	101-900-971.438	R	15	2	X	10,000	(10,000)	-
DMS Lean-to Floor - Concrete Repairs	MSD	101-900-971.438	R	10	2	X	20,000	(20,000)	-
FACILITY - Backup Generator	MSD	101-900-971.438	R	10	2	X	20,000	(20,000)	-
OFFICE - Furniture	MSD	101-900-971.438	R	10	2	X	12,000	-	12,000
<b>CEMETERY</b>									
Road Resurfacing	MSD	101-900-976.276	R	25	1	X	425,000	(425,000)	-
Perimeter Fence Repairs	MSD	101-900-976.276	R	20	3	X	10,000	-	10,000
Mausoleum Repairs - HVAC	MSD	101-900-976.276	R	20	1	X	15,000	-	15,000
Mausoleum Repairs - Roof Repair	MSD	101-900-976.276	R	20	1	X	25,000	-	25,000
Mausoleum Repairs - Carpet	MSD	101-900-976.276	R	10	3	X	10,000	-	10,000
Mausoleum Repairs - Building Repairs	MSD	101-900-976.276	R	20	1	X	175,000	-	175,000
<b>COLUMBARIUM NICHE (200)</b>									
<b>CITY HALL</b>									
Light Pole - City Hall	MSD	101-900-971.436	R	25	2	X	20,000	-	20,000
Backup Generator - City Hall	MSD	101-900-971.436	R	20	2	X	270,000	(270,000)	-
Geothermal Upgrade - City Hall	MSD	101-900-971.436	R	20	3	X	750,000	(750,000)	-
Elevator Repairs - City Hall	MSD	101-900-971.436	R	20	1	X	35,000	-	35,000
Air Handler - City Hall	MSD	101-900-971.436	R	20	1	X	100,000	(100,000)	-
Roof Repairs - City Hall	MSD	101-900-971.436	R	20	1	X	90,000	-	90,000
Mechanical System / Security System / Fire Alarm Upgrades	MIS	101-900-971.436	R	20	1	X	12,000	-	12,000
<b>PARKS &amp; PUBLIC PROPERTY</b>									
Park Play Equipment - Public/Private Partners	MSD	101-900-976.437	R	15	2	X	120,000	-	120,000
Play Equipment - Surfacing Replacement	MSD	101-900-976.437	R	5	1	X	12,000	-	12,000
Park Pavilion Repairs - Rotary Park	MSD	101-900-976.437	R	10	2	X	5,000	-	5,000
Park Signage Replacement - K of C Park	MSD	101-900-976.437	R	10	2	X	3,000	-	3,000
Park Backstop Replacements	MSD	101-900-976.437	R	10	2	X	10,000	-	10,000
Sprinkler System Repair	MSD	101-900-976.437	R	5	2	X	5,000	-	5,000
Drinking Fountain Replacement - Garden Club Park	MSD	101-900-976.437	R	10	2	X	5,000	-	5,000
Basketball Court Replacement - Fairground Park	MSD	101-900-976.437	R	10	2	X	9,000	-	9,000
Pointe Park Retaining Wall/Mound Replacement	MSD	101-900-976.437	R	20	3	X	10,000	(10,000)	-
Tonquish Creek Nature Walk Lighting	MSD	101-900-976.437	R	20	2	X	35,000	-	35,000
<b>FIRE DEPARTMENT - STATION 3</b>									
Fire Alarm - Station 3	MSD	101-900-976.437	R	5	2	X	5,000	-	5,000
Roof Repair - Station 3	MSD	101-900-976.437	R	10	2	X	20,000	-	20,000
Wall Repair - Station 3	MSD	101-900-976.437	R	10	2	X	5,000	-	5,000
Backup Generator - Station 3	MSD	101-900-976.437	R	20	2	X	60,000	-	60,000
<b>INFRASTRUCTURE FACILITIES</b>									
DMS Yard Paving	MSD	101-900-976.438	R	10	2	X	50,000	-	50,000
GIS Upgrades	MSD	101-900-976.438	R	3	2	X	10,000	-	10,000
<b>SIDEWALKS</b>									
Residents - AREA D	MSD	101-900-976.437	R	12	1	X	50,000	-	50,000
City - Including ADA and Corners	MSD	101-900-976.437	R	12	1	X	25,000	-	25,000
<b>GENERAL FUND TOTAL</b>							<b>2,815,000</b>	<b>(1,585,000)</b>	<b>1,230,000</b>
							<b>2,842,300</b>	<b>(1,585,000)</b>	<b>1,257,300</b>



RESOLUTION

The following Resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_

WHEREAS The City of Plymouth operates and maintains a cemetery known as Riverside Cemetery, for the public welfare, and

WHEREAS There is a need to develop a maintenance plan for the Mausoleum and the City Administration has received a professional services proposal from Ehresman Architects.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the professional services proposal from Ehresman Architects to address current maintenance and future needs issues at the Mausoleum in an amount not to exceed \$8,490.00.

## **Appointment – Cemetery Board**

Jillian Marecki

To fill an unexpired 3-year term ending  
December 31, 2024