



# Plymouth City Commission

## Regular Meeting Agenda

Monday, May 20, 2024 7:00 p.m.  
Plymouth City Hall & Online Zoom Webinar

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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/86820030960>

Passcode: 582454 Webinar ID: 868 2003 0960

1. **CALL TO ORDER**
  - a. Pledge of Allegiance
  - b. Roll Call
2. **CITIZENS ACADEMY GRADUATION**
3. **APPROVAL OF MINUTES**
  - a. May 6, 2024 C.O.W. Meeting Minutes
  - b. May 6, 2024 Regular Meeting Minutes
4. **APPROVAL OF THE AGENDA**
5. **ENACTMENT OF THE CONSENT AGENDA**
  - a. Approval of April 2024 Bills
  - b. Special Event: Ski & Snowboard Swap- Friday-Sunday 11/8/24-11/10/24 and 12/6/24-12/8/24
  - c. Special Event: Christmas in Plymouth & Mistletoe Market- Thursday- Saturday 12/12/24-12/14/24
6. **CITIZEN COMMENTS**
7. **PUBLIC HEARING**
  - a. Ordinance Amendments – Chapter 34, Article 1 – Trees, Second Reading
8. **COMMISSION COMMENTS**
9. **OLD BUSINESS**
  - a. Roof Replacement for City Hall
10. **NEW BUSINESS**
  - a. Bid Award – Cultural Center LED Light Retrofit Project – Grant Funded
  - b. Authorization for Mausoleum Architectural & Design Services
  - c. Pulte Phase II Rezoning to PUD – First Reading
  - d. Bid Award - Sidewalk Repair Program
  - e. Community Electric Vehicle Charging Stations Agreement - General Motors Partnership for Cultural Center
  - f. Scooters Coffee Acceptance of Stormwater Jurisdiction
  - g. Scooters Coffee Approval and Acceptance of Long-Term Stormwater Maintenance Agreement
  - h. Authorization to Purchase Detective Bureau Vehicle
  - i. Old Village Event Electrical Upgrades
11. **REPORTS AND CORRESPONDENCE**
  - a. Liaison Reports
  - b. Appointments
12. **ADJOURNMENT**

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

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

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

# City of Plymouth Strategic Plan 2022-2026

## GOAL AREA ONE - SUSTAINABLE INFRASTRUCTURE

### OBJECTIVES

1. Identify and establish sustainable financial model(s) for major capital projects, Old Village business district, 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

*"The government in this community is small and accessible to all concerned."*

-Plymouth Mayor Joe Bida

November 1977



## SPECIAL MEETING AGENDA

### Plymouth City Commission

### Committee of the Whole

Monday, May 6, 2024 6:00 p.m. – 6:45 p.m.

Plymouth City Hall 201 S. Main St., Plymouth, MI 48170

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201 S. Main  
Plymouth, Michigan 48170-1637

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#### 1. COMMITTEE OF THE WHOLE - CALL TO ORDER

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

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

ALSO PRESENT: City Manager Paul Sincock

#### 2. PRESENTATION BY CHIEF COX -This presentation is informational only- TO PROVIDE INFORMATION RELATED TO THE POTENTIAL OF A SOCIAL DISTRICT IN OLD VILLAGE

Director of Public Safety, Chief Al Cox, provided information in the attached presentation related to establishing social districts and the process required by the City Commission if they wanted to do this. He also explained the requirements and responsibilities of business owners, licensees, and the City after establishing a social district.

#### 3. ADJOURNMENT

A motion to adjourn was offered by Filipczak and seconded by Minton at 6:43 p.m.

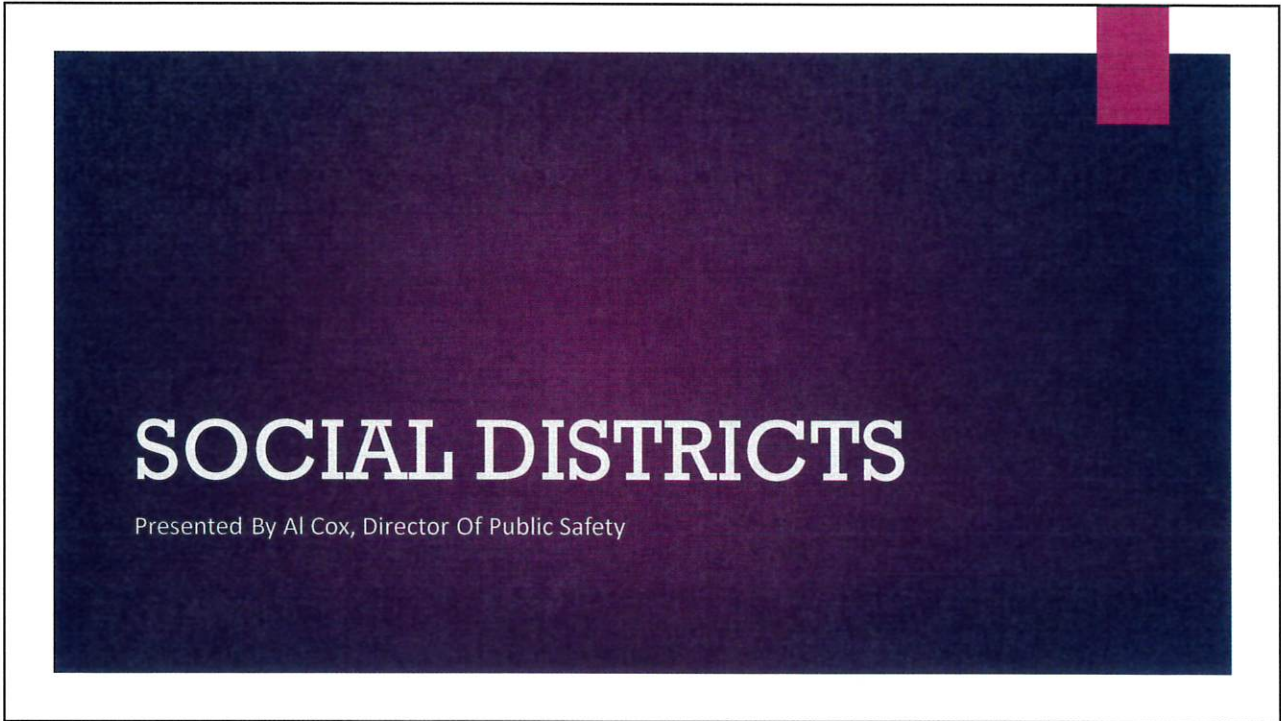
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SUZI DEAL  
MAYOR

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MAUREEN A. BRODIE, CMC, MiPMC  
CITY CLERK

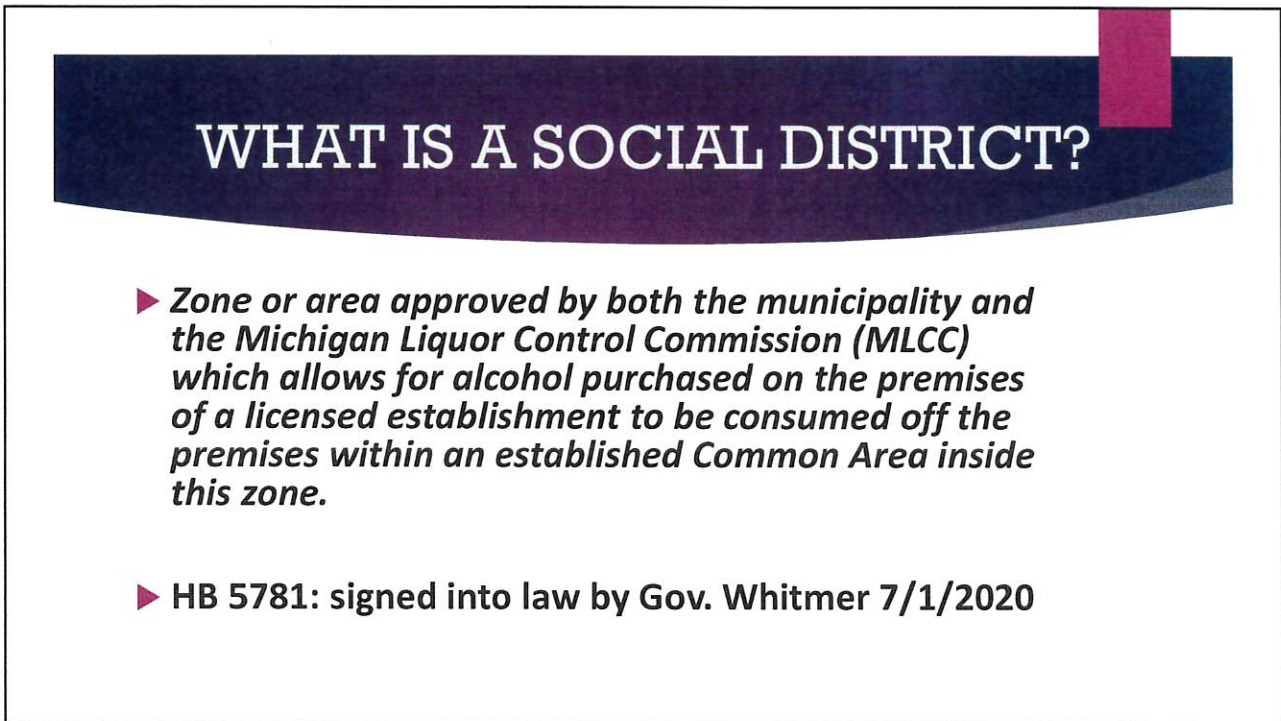




**SOCIAL DISTRICTS**

Presented By Al Cox, Director Of Public Safety

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**WHAT IS A SOCIAL DISTRICT?**

- ▶ *Zone or area approved by both the municipality and the Michigan Liquor Control Commission (MLCC) which allows for alcohol purchased on the premises of a licensed establishment to be consumed off the premises within an established Common Area inside this zone.*
- ▶ **HB 5781: signed into law by Gov. Whitmer 7/1/2020**

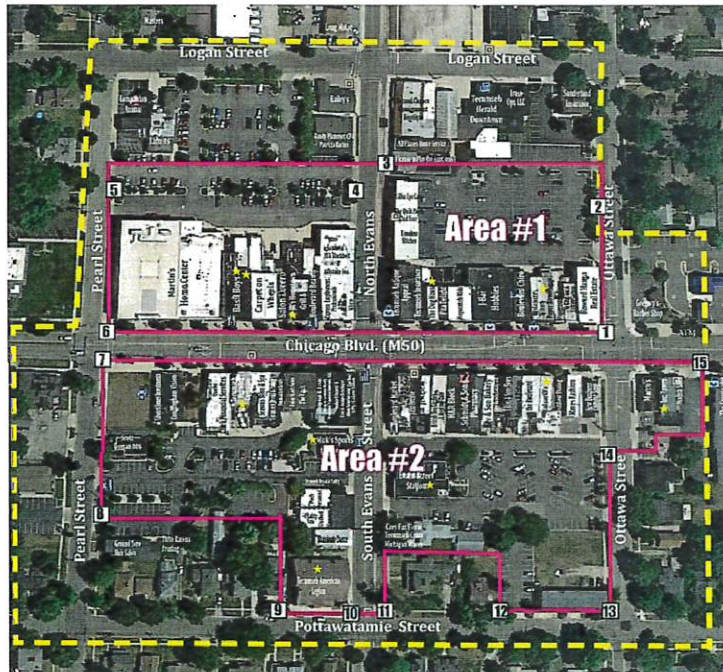
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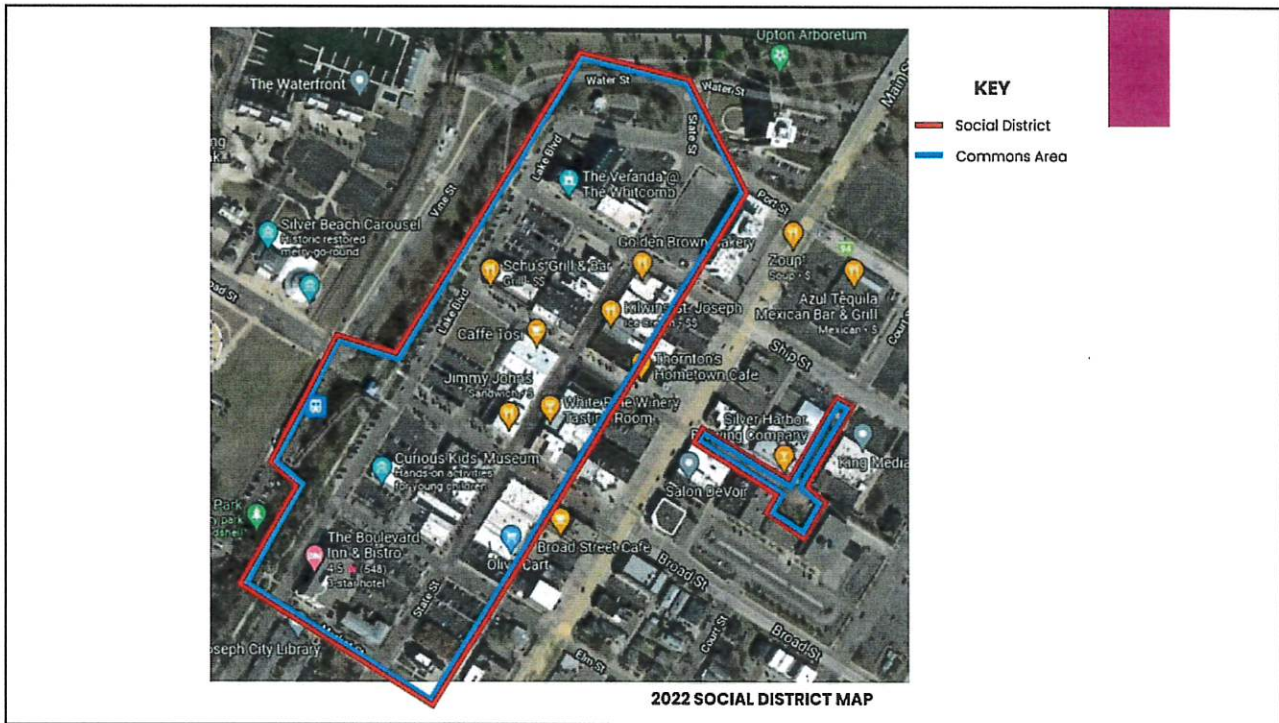
# COMMON AREA DEFINED

- ▶ *An area within a social district clearly designated and clearly marked by the governing body of the local governmental unit that is shared by and contiguous to the premises of at least 2 other qualified licensees. Commons Area does not include the licensed premises of any qualified licensee. (MCL 436.1551(7)(a))*

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# QUALIFIED LICENSEE

- Class C
- Tavern
- Club
- Manufacturer that holds an off-premises or on-premises tasting room license
- A-Hotel, B-Hotel, G-1, G-2
- **A Special License is NOT a qualified license**

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## LOCAL GOVERNMENT RESPONSIBILITIES

1. Designate a Social District that contains a Commons Area(s)
2. Establish local management and maintenance plans
3. File a Social District designation with the MLCC
4. Maintain the Commons Area(s) in a manner that protects health/safety

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## SOCIAL DISTRICT DESIGNATION

- Copy of the Resolution that designates the Social District & Commons Area(s)
- Copy of Management & Maintenance Plans
- Diagram/Map that includes:
  - Clearly displayed boundaries of both the Social District & Commons Area(s)
  - Identifies the qualified licensees that are contiguous to the Commons Area(s)

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## SOCIAL DISTRICT PERMIT Licensee Responsibility

- Business must be contiguous to a Commons Area within a Social District
- Business must be approved individually by City Commission
  - Local governmental unit approval form is attached to the Social District Permit Application
- Complete a Social District Permit Application (LCC-208)

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## PRIVELGES & RESPONSIBILITIES OF A SOCIAL DISTRICT PERMIT

- May sell alcohol for on-premises consumption, but customers may remove from premises to be consumed in a Commons Area
- Alcohol cannot be sold within a Commons Area
- Alcohol intended for a Commons Area must be in an approved container

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## APPROVED CONTAINER DEFINITION

- Glass free
- 16 oz. or less
- Display licensee's trade name, logo, or other mark unique to licensee
- Display logo or mark unique to the Commons Area

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## SOCIAL DISTRICT PROHIBITIONS

- Alcohol cannot be sold within a Commons Area
- Alcohol cannot leave the boundaries of a Commons Area
- Alcohol cannot move from one Commons Area to another
- Alcohol cannot be brought into a non-licensed establishment
- Alcohol cannot be brought into other licensed establishments
- Outside alcohol cannot be brought into a Commons Area

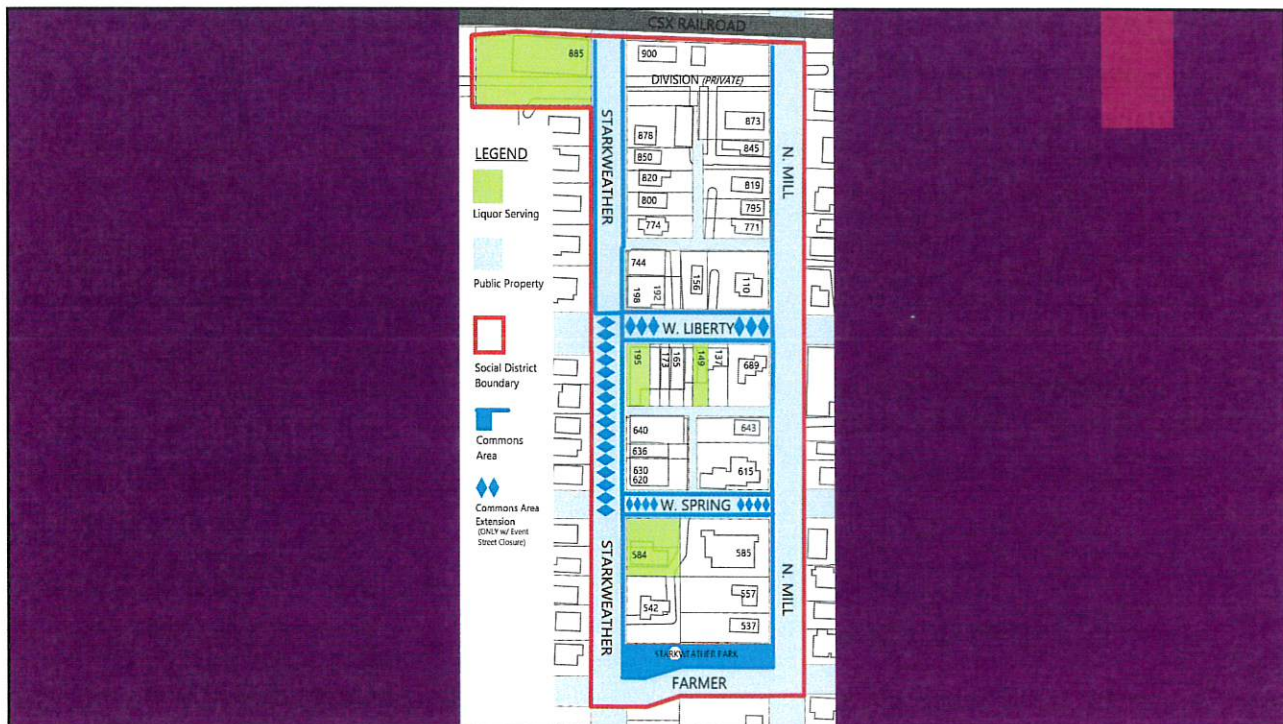
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# REVOCATION OF A SOCIAL DISTRICT

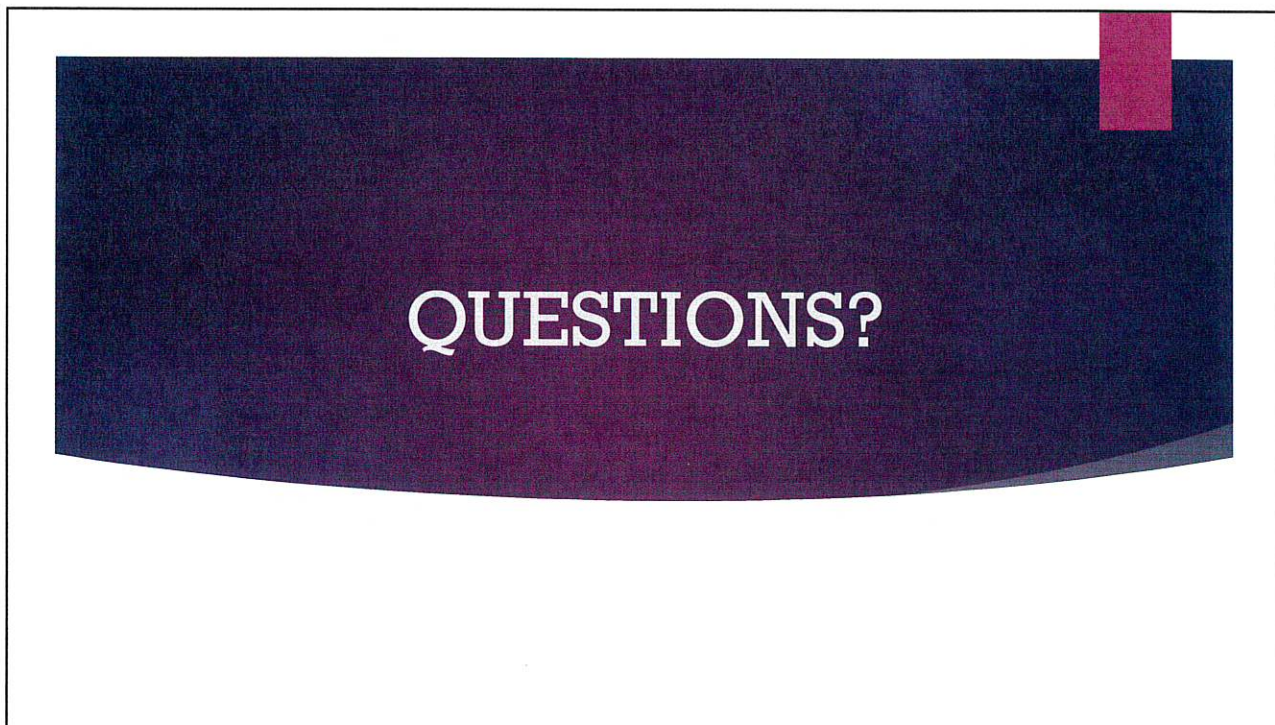
- A Social District can be revoked if:
  - It threatens the health, safety, or welfare of the public
  - It has become a public nuisance
- Public Hearing must be held
- Must be filed with the MLCC

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City of Plymouth  
City Commission Regular Meeting Minutes  
Monday, May 6, 2024, 7:00 p.m.  
Plymouth City Hall 201 S. Main Street

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## 1. CALL TO ORDER

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

b. Roll Call

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

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

c. Proclamations –

Deal read proclamations for National Police Week 5/12/24-5/18/24, Public Works Week 5/19/24-5/25/24, Professional Municipal Clerks Week 5/5/24-5/11/24.

## 2. APPROVAL OF MINUTES

Filipczak offered a motion, seconded by Minton approve the minutes of the April 15, 2024 Regular Meeting.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

## 3. APPROVAL OF THE AGENDA

Filipczak offered a motion, seconded by Minton, to approve the agenda for the May 6, 2024 meeting.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

## 4. ENACTMENT OF THE CONSENT AGENDA

- a. Special Event: Plymouth Memorial Day Parade, Monday 5/27/2024
- b. Special Event: West Middle School 6th Grade Picnic, Friday, 5/31/2024
- c. Special Event: Old Village Pride, Sunday 6/23/2024
- d. Special Event: Lightning Robotics, Sunday 8/11/2024

Maguire offered a motion, seconded by Filipczak, to approve the consent agenda for May 6, 2024.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

**5. CITIZEN COMMENTS**

Trish Horstman, 771 Davis, thanked the City Commission, the police department and the DMS for their help in all their events this year.

Laurie Mayers, 1361 Sheridan, thanked the Old Village Association for planning Pride Fest.

Holly Smith, 230 Parkview Dr., said a short-term rental property in her neighborhood is disruptive.

Lisa Emil, 275 Garling, asked the City Commission to regulate short-term rentals.

David Lycette, 480 Parkview Dr., said the City of Plymouth should have ordinances regulating short-term rentals.

Felicia Reinke, 205 Sydney Ct., said she rents 8 properties through Airbnb and the company has strict regulations. She said she believes the residents are complaining about a single incident that was quickly resolved by the owner.

Lee Jacinski, 1380 Maple, said he was grateful for Arbor Day and Earth Day events.

Lisa Capatina, 634 S. Harvey, said there is a short-term rental property next to her house and she asked the city about regulations four years ago.

Parkview neighbor said they live next to the short-term rental property and don't have any issues with it.

**6. COMMISSION COMMENTS**

Deal thanked the DDA for the Artisan Market and the school district for the Mental Health Fair. She reminded the group that spring cleanup would be on May 11 for properties north of Ann Arbor Trail and on May 18 for properties south of Ann Arbor Trail, and that there will be a recreation engagement forum on Wednesday, May 22 at 7 p.m. at the Plymouth Cultural Center. She congratulated the following employees for their work anniversaries: Paul Sincock, 46 years; Steve Faiman, 36 years; Tom Alexandris, 32 years; Chris Porman, 25 years; Adam Gerlach, 15 years; Greta Bolhuis, 10 years; Aubrey Stutzman, 7 years; Brandon Szachta, 2 years.

O'Donnell said she attended the Planning Commission's master plan community engagement forum and felt it was a great event. She thanked Deal for her work on the Spring Artisan Market, said she enjoyed the pedestrian flow with the new outdoor dining configuration, and said she was looking forward to the Old Village Pride event. She also said there is still a need for investing in parks and recreation.

Kehoe reminded the group that the farmers market begins May 11.

Maguire said May is Military Appreciation Month, Jewish American Heritage Month, and Asian American and Pacific Islander Heritage Month. She congratulated the police, clerk, and DMS departments for their proclamations.

Filipczak thanked the Old Village Association for their events and said she was looking forward to the parks and recreation forum. She said May 6-12 is National Nurses Week.

Moroz thanked Chief Cox for giving a presentation on social districts and thanked the Chamber of Commerce for their Taste of Plymouth event. He congratulated graduates of all universities in the state.

**7. OLD BUSINESS**

a. Roof Replacement at City Hall

Sincock explained there is no action to be taken on this item yet. Members of the administration are working on completing the City Commission's request on this and the matter should simply remain on the table.



**8. NEW BUSINESS**

a. Cross Connection Control Program Renewal

The following resolution was offered by Minton and seconded by Filipczak:

RESOLUTION 2024-31

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

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

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a Professional Services Contract with Hydro Corp of Troy, Michigan to complete the City's Cross Connection Program at a cost of \$1,768.00 per month for a two-year contract for a total \$42,432.00.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

b. Partnership With Arbor Day Foundation – Community Canopy Tree Program

The following resolution was offered by O'Donnell and seconded by Maguire:

RESOLUTION 2024-32

WHEREAS The City Commission has adopted a key objective to grow a mature tree canopy; and

WHEREAS The Arbor Day Foundation's Community Canopy program is a turnkey approach to providing trees directly to property owners; and

WHEREAS The City Commission is investing in the City of Plymouth tree canopy.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby approve funds not to exceed \$13,000 to implement the Community Canopy program.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

c. Updated Street Tree Planting Program Policy

The following resolution was offered by Maguire and seconded by Moroz:

RESOLUTION 2024-33

WHEREAS The City Commission has adopted a key objective in their strategic plan to grow a mature tree canopy, in order to help protect the public health and welfare; and

WHEREAS The City Commission has previously offered a program called the "Street Tree Program" and the City Commission would like to update this program to allow for the planting of street trees at no cost to the property owner; and

WHEREAS It is the desire of the City Commission to implement the no cost Street Tree Program with the 2024 – 25 Budget.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby direct the City Administration to include a funding level of \$13,000.00 for the revised Street Tree Program in the 2024 – 25 Fiscal Year Budget that is anticipated to be adopted in June of this year.

Holly Smith, 230 Parkview, asked the city to take care of the remainders of a tree that fell down in her neighborhood.

Lee Jacinski, 1380 Maple, asked the city to enforce the building code that protects trees.

There was a voice vote.

**MOTION PASSED UNANIMOUSLY**

d. 1<sup>st</sup> Reading Ordinance Amendment- Chapter 34, Article 1 - Trees  
The following resolution was offered by Kehoe and seconded by Moroz:

**RESOLUTION 2024-34**

**WHEREAS** The City Commission has adopted a key objective in their strategic plan to grow a mature tree canopy, in order to help protect the public health and welfare; and

**WHEREAS** The City Commission has been reviewing a number of programs and Ordinance revisions as a part of this effort.

**NOW THEREFORE BE IT RESOLVED THAT** the City Commission of the City of Plymouth does hereby adopt at the first reading several changes in Part II of the Code of Ordinances, Chapter 34 – Environment, Trees as are attached to this Resolution.

**BE IT FURTHER RESOLVED THAT** the City Commission of the City of Plymouth does hereby direct that a Public Hearing be scheduled for Monday, May 20, 2024, at the regular City Commission meeting to hear comments on amendments listed here.

**ARTICLE I. TREES<sup>4</sup>**

**DIVISION 1. GENERALLY**

**Sec. 34-1. Intent.**

The purpose of this chapter is to promote and provide for the protection of the public health, safety, and general welfare through the regulation of the planting, maintenance, and removal of trees, shrubs, and other plants within the City of Plymouth, preservation, and reforestation of the City of Plymouth's tree canopy, trees, and woodlands. Trees provide numerous benefits such as stormwater management, runoff infiltration, air quality improvements, and support property values, making them an important piece of our public infrastructure.

( Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

**Sec. 34-2. Definitions.**

The following words, terms, and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Dead tree* means any tree that has no visible growth (within the appropriate growing season for all deciduous trees), no visible buds, twigs that do not exhibit flexibility, and twigs that do not appear green at the cambium layer when outer bark has been physically removed.

*Diameter breast height (DBH)* means the diameter, in inches, of a tree measured at four and one-half feet above the existing grade.

*Diseased tree* means any tree that shows signs of any of the following issues: premature leaf defoliation or reduction in foliage, leaves or needles with dark spots, unusual colors, or distorted shapes, changes in tree bark, fungi or root rot, or other conditions that indicate disease as identified by the State of Michigan Department of Natural Resources.

*Dripline* means the imaginary vertical line, which extends downward from the outermost tips of the tree branches to the ground.

*Front yard tree* means any tree located in the open space extending the full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and the nearest point of the foundation of the main building.

*Heritage tree* means any tree that meets the size and species requirements in the table below, or any tree not listed in the table below that is 18 inches DBH or greater.

Common Name	Scientific Name	DBH
Arborvitae	Thuja occidentalis	18"

<sup>4</sup>Ord. No. 2019-01 , adopted July 15, 2019, repealed art. I, div. 1 in its entirety, and enacted new provisions to read as herein set out. Former art. I, div. 1, §§ 34-1—34-9, pertained to the tree ordinance, and derived from Ord. No. 17-06 , adopted Oct. 16, 2017.

Ash	Fraxinus species	18"
American Basswood (Linden)	Tilia americana	18"
American Beech	Fagus grandifolia	18"
American Chestnut	Castanea dentata	8"
American Elm	Ulmus americana	18"
Birch	Betula species	18"
Black Alder	Alnus glutinosa	12"
Black Tupelo	Nyssa sylvatica	12"
Black Walnut	Juglans nigra	18"
White Walnut	Juglans cinerea	18"
Buckeye (Horse Chestnut)	Aesculus species	18"
Cedar, Red	Juniperus species	12"
Crabapple (Cultivar)	Malus species	12"
Douglas Fir	Pseudotsuga menziesii	18"
Eastern Hemlock	Tsuga canadensis	12"
Flowering Dogwood	Cornus florida	8"
Ginkgo	Ginkgo biloba	18"
Hickory	Carya, species	18"
Kentucky Coffeetree	Gymnocladus dioica	18"
Larch/Tamarack	Larix laricina (Eastern)	12"
Locust	Gliricidia triacanthos	18"
Sycamore (London plane tree)	Platanus species	18"
Maple	Acer species (except negundo)	18"
Oak	Quercus species	18"
Pine	Pinus species	18"
Sassafras	Sassafras albidum	15"
Spruce	Picea species	18"
Tulip Tree	Liriodendron tulipifera	18"
Wild Cherry	Prunus species	18"

*Large tree* means any tree larger than 40 feet in height at maturity.

*Licensed tree professional* means a nurseryman or an ISA certified arborist.

*Medium tree* means any tree between 25 feet and 40 feet in height at maturity.

*Park tree* means any tree located in public parks having individual names, and all publicly owned land, or to which the public has free access as a park.

*Private tree* means any tree located on land that is owned by an individual or group having a vested or financial interest in the subject property.

*Protected area* means the area contained within the dripline of the tree.

*Protective barrier* means a physical obstruction that encloses the protected area of a tree and limits vehicular, material, and equipment access.

*Small tree* means any tree less than 25 feet in height at maturity.

*Street tree* means any trees planted or located within a public street or road right-of-way.



*Topping* means the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the trees.

*Transplant* means the digging up of a tree and the planting of that tree in another place on the same property or off-site property.

*Tree* means a woody perennial plant, typically having a single stem or trunk which at maturity is 13 feet or more in height and which has a definite crown of foliage.

*Tree fund* means the budget account located in the solid waste/recycling fund to be used for activities associated with public tree inventory, protection, maintenance, and planting.

*Tree planting permit* means the permit application reviewed and approved by the administration that shows the location, species, and size of trees that will be planted or transplanted.

*Tree protection plan* means the documentation describing plan reviewed and approved by the administration that shows how trees will be protected from construction activities.

*Tree removal permit* means the permit application reviewed and approved by the administration that shows the location, species, and size of trees that will be removed.

*Tree replacement plan* means the permit application reviewed and approved by the administration that shows how the requirement for replacing removed tree(s) will be satisfied.

( Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

### Sec. 34-3. Prohibited trees.

The following trees are prohibited to be planted or replanted:

Common Name	Scientific Name
Ash	Fraxinus species
Autumn and Russian-Olive	Elaeagnus species
Boxelder	Acer negundo
Buckthorn	Rhamnus species
Mulberry	Morus species
Poplar	Populus species
Siberian Elm	Ulmus pumila
Silver Maple	Acer saccharinum
Tree of Heaven	Allanthus altissima
Willow	Salix species

( Ord. No. 2019-01 , 7-15-19)

### Sec. 34-4. Tree care.

- (a) All trees shall be planted, pruned, maintained, and removed, as may be necessary to ensure public safety or to preserve or enhance the symmetry and beauty of such public grounds.
- (b) The city reserves the right to remove or cause to be removed, any tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, electric power lines, gas lines, water lines, or other public improvements, is blocking street or sidewalk clearance, or is blocking the spread of light or view of traffic control devices.

- 
- (c) If any owner, occupant or person having charge of any land within the city shall refuse or neglect to resolve public safety issues caused by private trees as provided in this chapter, then the city manager or his/her designee shall cause the land to be entered upon by city employees or a city contractor for the purpose of pruning, or removing said trees at the sole cost to the property owner and such entering upon shall not be deemed a trespass.

( Ord. No. 2019-01 , 7-15-19)

**Sec. 34-5. Pruning.**

Trees shall be pruned so that branches do not obstruct the light from any street light or obstruct the view of any street intersection. A clear space of 15 feet above the surface of the street and eight feet above the surface of the sidewalk shall be maintained. The city shall have the right to prune or cause to be pruned any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light or interferes with visibility of roadway, sidewalk, traffic control devices, and/or signs.

( Ord. No. 2019-01 , 7-15-19)

**Sec. 34-6. Corner clearance.**

Within the required corner clearance area as defined in section 78-207, all trees and limbs, including dead, diseased or dangerous trees or broken or decayed limbs which constitute a menace to the safety of the public, shall be removed by the property owner upon which the tree is located.

( Ord. No. 2019-01 , 7-15-19)

**Sec. 34-7. Tree topping.**

It shall be prohibited for any person to top any tree. Trees severely damaged by storms, an act of God, or other causes out of the city's or property owner's control, may be exempted from this section at the determination of the city manager or his/her designee. This section does not apply to a utility company who may be required to top a tree for purposes of public safety or valid equipment issues.

( Ord. No. 2019-01 , 7-15-19)

**Sec. 34-8. Removal of stumps.**

All stumps of street, park, and front yard trees shall be removed below the surface of the ground so that the top of the stump shall not project above the surface of the ground. The stump excavation site shall be backfilled to match existing grade as defined in section 78-21.

( Ord. No. 2019-01 , 7-15-19)

**Sec. 34-9. Tree fund.**

This section establishes the city's tree fund. The purpose of the tree fund shall be to maintain and reestablish the city's public tree canopy. The city commission shall review the rate structure annually as part of their budget process.

( Ord. No. 2019-01 , 7-15-19)

**Sec. 34-10. Installation and planting.**

All trees shall be planted according to ANSI Standards A300.

( Ord. No. 2019-01 , 7-15-19)

**Sec. 34-11. Maintenance provisions.**

All trees shall be maintained in a safe, healthy, neat and orderly state free from refuse and debris.

( Ord. No. 2019-01 , 7-15-19)

**DIVISION 2. PUBLIC TREES**

**Sec. 34-12. Permitted street trees.**

The following list constitutes the official street tree species for the city. No species other than those included in this list may be planted unless approved, in writing, by city manager or his/her designee.

(1) *Small trees:*

Common Name	Scientific Name
Cherry, Flowering	Prunus species and hybrids
Crabapple, Flowering	Malus species and hybrids
Dogwood	Cornus species and hybrids
Goldenrain Tree	Koelreuteria paniculata
Hawthorn	Crataegus species
Lilac, Japanese Tree	Syringa reticulata
Magnolia	Magnolia hybrids
Magnolia, Star	Magnolia stellata
Maple, Amur	Acer ginnala
Maple, Paperbark	Acer griseum
Maple, Tatarian	Acer tataricum
Maple, Trident	Acer buergeranum
Peach, Flowering	Prunus species and hybrids
Plum, Flowering	Prunus species and hybrids
Redbud, Eastern	Cercis canadensis
Serviceberry	Amelanchier species and hybrids

(2) *Medium trees:*

Common Name	Scientific Name
Amur Maackia	Maackia amurensis
Corktree, Amur, Fruitless Male	Phellodendron amurense
Hophornbeam, American	Ostrya virginiana
Hornbeam, American	Carpinus caroliniana
Hornbeam, European	Carpinus betulus
Horsechestnut, Red	Aeculus x carnea



Maple, Bigtooth	Acer grandidentatum
Maple, Hedge	Acer campestre
Maple, Shantung	Acer truncatum
Mountain Ash	Sorbus species
Mulberry, Red Fruitless Male	Morus rubra, fruitless varieties
Osageorange, Thornless Male	Maclura pomifera
Pagodatree (Scholartree)	Styphnolobium (Sophora) japonicum
Paw Paw	Asimina triloba
Pear, Flowering	Pyrus species and hybrids
Sassafras	Sassafras albidum
Yellowwood	Cladrastis kentukea

(3) Large trees:

Common Name	Scientific Name
Baldcypress	Taxodium distichum
Beech, American	Fagus grandifolia
Beech, European	Fagus sylvatica
Blackgum (Tupelo)	Nyssa sylvatica
Catalpa, Northern	Catalpa speciosa
Chestnut	Castanea hybrids
Coffeetree, Kentucky	Gymnocladus dioica
Elm, American Dutch Elm resistant varieties	Ulmus hybrids
Hilbert, Turkish	Corylus colurna
Ginkgo (Maidenhair Tree), Fruitless Male	Ginkgo biloba
Hackberry	Celtis occidentalis
Hardy Rubber Tree	Eucommia ulmoides
Hickory	Carya species
Honeylocust	Gleditsia triacanthos
Horsechestnut	Aesculus species
Katsura Tree	Cercidiphyllum japonicum
Linden, American	Tilia americana
Linden, Littleleaf	Tilia cordata
Linden, Silver	Tilia tomentosa
Maple, Black	Acer nigrum
Maple, Freeman Hybrid	Acer x freemanii
Maple, Miyabe	Acer miyabei
Maple, Norway	Acer platanoides
Maple, Red	Acer rubrum
Maple, Sugar	Acer saccharum
Maple, Sycamore	Acer pseudoplatanus
Oak, Bur	Quercus macrocarpa
Oak, Chinquapin	Quercus muehlenbergii
Oak, English	Quercus robur

Oak, Northern Red	Quercus rubra
Oak, Pin	Quercus palustris
Oak, Sawtooth	Quercus acutissima
Oak, Scarlett	Quercus coccolinea
Oak, Shingle	Quercus imbricaria
Oak, Shumard	Quercus shumardii
Oak, Swamp White	Quercus bicolor
Oak, White	Quercus alba
Planetree, London	Platanus x acerifolia
Redwood, Dawn	Metasequoia glyptostroboides
Sweetgum	Liquidambar styraciflua
Sycamore	Platanus occidentalis
Tuliptree	Liriodendron tulipifera
Walnut, Black	Juglans nigra
Zelkova	Zelkova serrata

( Ord. No. 2019-01 , 7-15-19)

**Sec. 34-13. Distance from street corners, driveways, curbs, and sidewalks.**

No tree shall be planted closer than 35 feet of any street corner, measured from the point of nearest intersecting curbs or curb lines. No tree shall be planted closer than ten feet from any driveway or approach. Trees planted in the area between the curb or curb lines and sidewalks shall be in accordance with the three species size classes listed in section 34-12. No trees may be planted within any area between the curb or curb line and sidewalk other than the following: small trees: two feet; medium trees: three feet; and large trees: four feet.

( Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

Ord. No. 2020-06 , adopted Dec. 21, 2020, changed the title of § 34-13 from "Distance from street corners and fire hydrants" to read as herein set out.

**Sec. 34-14. Distance from utilities, signs, and hydrants.**

No trees, other than those species listed as small trees in section 34-12(1), may be planted under or within ten lateral feet of any overhead utility wire, or over or within five lateral feet of any underground water line, sewer line, transmission line, or other utility. No trees shall be planted closer than ten feet from any manhole structure. No tree shall be planted closer than ten feet from any hydrant. No tree shall be planted closer than ten feet from any streetlight pole. No tree shall be planted closer than ten feet from any traffic control device.

( Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

Ord. No. 2020-06 , adopted Dec. 21, 2020, changed the title of § 34-14 from "Distance from curb and sidewalk" to read as herein set out.

**Sec. 34-15. Distance between trees.**

Trees shall be planted a sufficient distance away from other trees. The distance between small trees as listed in section 34-12(1) shall be 20 feet. The distance between medium trees as listed in section 34-12(2) shall be 30 feet. The distance between large trees as listed in section 34-12(3) shall be 40 feet.

( Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

Ord. No. 2020-06 , adopted Dec. 21, 2020, changed the title of § 34-15 from "Distance from utilities" to read as herein set out.

**Sec. 34-16. Tree size.**

The minimum size for a street tree or park tree shall be one and one-half inches in caliper DBH. All trees planted must be of the tree form variety, have a single stem with branching limbs, and branches must be at least eight feet off the ground at maturity, as predicated by the size definitions in section 34-2.

( Ord. No. 2019-01 , 7-15-19)

**Sec. 34-17. Removal and replacement of street trees.**

- (a) Should a property owner wish to have the street tree adjacent to his or her property removed, he or she shall submit a request, in writing, to the city manager or his/her designee. Within ten business days of the receipt of the request an ISA certified arborist, provided by the city, will perform a condition and risk assessment. The cost for this service shall be borne by the property owner making the request. Following the condition and risk assessment by the ISA certified arborist, if the street tree is found to be dead, diseased, or dying the city shall remove the street tree at the city's cost. Following the condition and risk assessment by the ISA certified arborist, if the street tree is not found to be dead, diseased, or dying, the tree shall remain.
- (b) Only in extenuating circumstances, as determined by the city manager or his/her designee, shall a healthy street tree be removed or caused to be removed. Such extenuating circumstances shall include but are not limited to catastrophic event, repair, replacement, or maintenance of underground utilities, or an act of God.
- (c) When a street tree is removed every effort shall be made to replace the tree within one year of removal with one replacement tree that meets the requirements in sections 34-12 through 34-16 above.

( Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

Ord. No. 2020-06 , adopted Dec. 21, 2020, changed the title of § 34-17 from "Removal of street trees" to read as herein set out.

**DIVISION 3. PRIVATE TREES**

**Sec. 34-18. Removal and replacement of heritage trees.**

~~This section shall apply to all private heritage trees. Each heritage tree that is removed shall be replaced in a manner consistent with the following subsections.~~

- ~~(1) Heritage trees shall be replaced at a sliding scale rate set by the city commission annually for each tree removed. Replacement tree(s) shall be located on the parcel(s) where each heritage tree is removed or in the right-of-way adjacent to the affected property. The city manager or his/her designee may consider alternate locations on a case-by-case basis. Replacement trees shall be shown on a tree replacement plan.~~
- ~~(2) If trees cannot be reasonably planted on the property, the property owner shall pay into the tree fund at a rate defined by the city commission and stated on the rate card, rounded up to the nearest one inch of DBH required to be replaced by section 34-18(1).~~



- ~~(3) If the requirements of section 34-18(1) and (2) cannot be met, a combination of paying into the tree fund and replacement trees shall be used. Replacement trees shall be shown on a tree replacement plan.~~
- ~~(4) When required, a tree replacement plan shall be submitted within 90 days of the removal of heritage tree(s). The city manager or his/her designee may consider an extension on a case-by-case basis.~~
- ~~(5) When a tree from the subject property is transplanted and saved from removal, that DBH shall be added as a credit to the property owner's replacement requirements. Trees shall be relocated by a licensed tree professional. The property owner shall ensure the tree's successful establishment in new location.~~
- ~~(6) Trees that are dead, diseased, or dying with no visible growth as determined by an ISA-certified arborist are exempt from replacement requirements.~~
- ~~(7) The minimum size for a replacement tree shall be one and one-half inches in caliper DBH. All trees planted must be of the tree form variety.~~

~~{Ord. No. 2019-01, 7-15-19; Ord. No. 2020-06, 12-21-20}~~

**Sec. 34-19. Removal and replacement of front yard trees.**

~~This section shall apply to any front yard trees with a DBH of six inches or greater but less than the heritage tree standard for that species. Each tree that is removed shall be replaced in a manner consistent with the following subsections.~~

- ~~(1) Front yard trees shall be replaced at a sliding scale rate set by the city commission annually for each tree removed. Replacement front yard tree(s) shall be located on the front yard of the parcel(s) where each front yard tree is removed or in the right-of-way adjacent to the affected property. The city manager or his/her designee may consider alternate locations on a case-by-case basis. Replacement trees shall be shown on a tree replacement plan.~~
- ~~(2) If trees cannot be reasonably planted on the property, the property owner shall pay into the tree fund at a rate defined by the city commission and stated on the rate card, rounded up to the nearest one inch of DBH required to be replaced by section 34-19(1).~~
- ~~(3) If the requirements of section 34-19(1) and (2) cannot be met, a combination of paying into the tree fund and replacement trees shall be used. The city manager or his/her designee may consider alternate locations on a case-by-case basis. Replacement trees shall be shown on a tree replacement plan.~~
- ~~(4) When required, a tree replacement plan shall be submitted within 90 days of the removal of a front yard tree(s). The City manager or his/her designee may consider an extension on a case-by-case basis.~~
- ~~(5) When a tree from the subject property is transplanted and saved from removal, its DBH shall be added as a credit to the property owner's replacement requirements. Trees shall be relocated by a licensed tree professional. The property owner shall ensure the tree's successful establishment in new location.~~
- ~~(6) Front yard trees that are dead, diseased, or dying with no visible growth as determined by an ISA-certified arborist are exempt from replacement requirements.~~
- ~~(7) The minimum size for a replacement tree shall be one and one-half inches in caliper DBH. All trees planted must be of the tree form variety.~~

~~{Ord. No. 2019-01, 7-15-19; Ord. No. 2020-06, 12-21-20}~~

~~Ord. No. 2020-06, adopted Dec. 21, 2020, changed the title of § 34-19 from "Electively removed trees" to read as herein set out.~~

**Sec. 34-1820. Dead tree removal on private property.**

The city shall have the right to cause the removal of any dead tree on private property within the city when such trees constitute a hazard to life or property. The city will notify, in writing, the owners of such trees. Removal shall be done by such owners at their own expense within 30 days after the date of service of notice. Upon the owner's failure to comply with such provisions, the city shall have the authority to remove such trees at a rate set by the city commission. The city manager or his/her designee shall keep an accurate account of expense incurred for each lot or parcel of land in carrying out the provisions of this section and such expense shall be charged against such lot or parcel and collected by giving notice thereof to the owner of the lot or parcel. If such expense or charge shall not be paid the same shall be assessed against the lot or parcel and collected as provided by section 12.22 of the city Charter.

( Ord. No. 2019-01 , 7-15-19)

**Sec. 34-1924. Diseased trees on private property.**

The city shall have the right to cause the removal or treatment of any diseased tree on private property within the city when such tree constitutes a hazard to life or property or harbors deadly insects or disease which constitutes a potential threat to other trees within the city. Treatment of a diseased tree shall include chemical treatment to render the disease or affliction non-threatening to any affected tree. The city will notify, in writing, the owners of such trees. Treatment or removal shall be done by such owners at their own expense within 30 days after the date of service of notice. Upon failure of owners to comply with such provisions, the city shall have the authority to treat or remove such trees and charge the cost of treatment or removal at a rate set by the city commission. The city manager or his/her designee shall keep an accurate account of expense incurred for each lot or parcel of land in carrying out the provisions of this section and such expense shall be charged against such lot or parcel and collected by giving notice thereof to the owner of the lot or parcel. If such expense or charge shall not be paid the same shall be assessed against the lot or parcel and collected as provided by section 12.22 of the city Charter.

( Ord. No. 2019-01 , 7-15-19)

**Sec. 34-22. Installation of street trees for new residential construction.**

- (a) ~~Residential property owners shall install a minimum of one new street tree at the effected property when a new construction home is built. If the right-of-way adjacent to the residential property is not suitable for the long-term health requirements of a tree based on sections 34-13 through 34-15, the property owner shall pay into the tree fund at a rate set by the city commission.~~
- (b) ~~Residential property owners must choose one of the following tree replacement processes from the following three options:~~
- ~~(1) Plant a tree before any certificate of occupancy is issued.~~
  - ~~(2) Pay into the tree fund prior to the issuance of any certificate of occupancy at a rate approved by the city commission.~~
  - ~~(3) Property owner plans to plant a tree within one year of final certification of occupancy issuance. Property owner pays a cash bond at a rate approved by the city commission before any certificate of occupancy is issued. The bond will be refunded once the tree is planted and the property owner notifies the city in writing of planting. If the tree is not planted within one year, the bond is forfeited to the tree fund.~~

( Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

**Sec. 34-2023. Tree protection standards during construction.**

- (a) When a building permit is required for work including accessory structure, addition, approach/drive, carport/porte cochere, deck, demolition, egress window, fence, foundation, land division/~~combination~~/reconfiguration, new construction, patio, parking lot, pergola, porch, pool, ground sign, or any other changes the lot coverage or floor area ratio of the property, existing ~~private front yard and heritage~~ trees shall be indicated on a boundary survey to include property boundaries, topography, and tree size, location, and species, and existing and proposed structure(s) and building envelope. The survey shall be submitted to the city with a tree protection plan in a compatible digital format. The tree protection plan shall be submitted at the time that building plans are submitted to the community development department for review. The tree protection plan shall include the location and type of protective barrier that will be used to protect the trees throughout construction.
- (b) During construction, a protective barrier shall be placed at the drip line of the street, park, and/or ~~front yard or heritage private tree(s)~~. The ground area within the drip line shall be maintained undisturbed from its pre-construction state.
- (c) Vehicles, materials, and equipment are prohibited from being stored in, staged in, or driven through the protected area of the ~~private front yard or heritage tree~~. Practical difficulties shall be dealt with by the administration on a case-by-case basis.
- (d) If the protected area of the ~~front yard or heritage private~~ tree falls within the building envelope, every precaution shall be taken to preserve and protect the affected tree(s).

( Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

**DIVISION 4. ADMINISTRATION AND ENFORCEMENT**

**~~Sec. 34-24. Permits required.~~**

- ~~(a) A tree removal permit is required when any tree is planned for removal.
  - ~~(1) Permits shall be obtained from the department of municipal services (DMS) on a form provided.~~
  - ~~(2) DMS shall review the application for compliance with this chapter.~~
  - ~~(3) DMS shall perform a site visit to measure and document the affected tree(s).~~
  - ~~(4) DMS shall provide a report to the applicant detailing the trees planned for removal and any required replacement.~~
  - ~~(5) After review, DMS shall issue a permit to applications that meet the requirements of this chapter.~~
  - ~~(6) If replacement trees are required see [subsection] (c).~~~~
- ~~(b) A tree planting permit is required when trees are transplanted or planted.
  - ~~(1) Permits shall be obtained from the department of municipal services (DMS) on a form provided. The application shall include a scaled site plan or boundary survey or scaled drawing that shows all property lines, pavement, hard surfaces, and the size, species, and location of the proposed tree(s) to be planted.~~
  - ~~(2) DMS shall review the application for compliance with this chapter.~~~~

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- (3) After review, DMS shall issue a permit to applications that meet the requirements of this chapter.
- (c) A tree replacement plan is required when replacement trees are required to be planted after tree(s) have been removed.
- (1) Permits shall be obtained from the department of municipal services (DMS) on a form provided. The application shall include a scaled site plan or boundary survey or scaled drawing that shows all property lines, pavement, hard surfaces, and the size, species, and location of the proposed tree(s) to be planted.
- (2) DMS shall review the application for compliance with this chapter.
- (3) DMS shall provide a report to the applicant detailing how the replacement requirement shall be met.
- (4) After review, DMS shall issue a permit to applications that meet the requirements of this chapter.
- (d) A tree protection plan is required when a qualifying construction project is planned for a property.
- (1) Permits shall be obtained from the department of municipal services on a form provided.
- (2) The tree protection plan shall be submitted at the time that building plans are submitted to the community development department for review. The tree protection plan shall include a topographic boundary survey that shows which tree(s) are being protected during construction and the location and type of protective barrier that will be used to protect the trees throughout construction.
- (3) After review, DMS shall issue a permit to applications that meet the requirements of this chapter.
- (4) No building permit shall be issued until an approved tree protection plan permit has been issued.
- (e) No tree shall be removed, replaced, transplanted, or planted unless a tree permit has been first issued for such work.
- (f) When a building permit is required for any work that includes changes to lot coverage, floor area ratio, or landscaping of the property, existing front yard and heritage trees shall be indicated on a boundary survey. The boundary survey shall include property boundaries; topography; the size, location, and species of each tree; existing and proposed structure(s); and building envelop. The survey shall be submitted to the city in a compatible digital format.
- (g) The permit fees shall be set and reviewed annually by the city commission.
- (Ord. No. 2019-01, 7-15-19; Ord. No. 2020-06, 12-21-20)

**Sec. 34-2125. Notice.**

The city manager or his/her designee shall notify, by first class mail or by posting notice in a conspicuous location on the property, the owner, agent or occupant of any lands on which a violation of this chapter is found to exist. Such notice shall require that the person having charge of such land to resolve any violations of this chapter; and shall contain a summary of the provisions of this chapter. Failure of the city manager or his/her designee to give notice shall not, however, constitute a defense to any action to enforce the payment of any penalty provided for, or debt created under, the provisions of this chapter. If the property is not in compliance with this article at the end of the period specified in the notice of violation, an appearance ticket may be issued.

(Ord. No. 2019-01, 7-15-19)



**Sec. 34-~~2226~~. Penalty and enforcement.**

- (a) ~~The city shall have the right to enter property to investigate the removal of front yard or heritage trees on private property. The penalty for removal of front yard or heritage tree(s) without a required permit shall be a civil infraction plus a \$500.00 fine, per tree. In addition to the fine, the offender shall pay fair market replacement per front yard or heritage tree removed based on a minimum size of 18 inch DBH.~~
- (b) ~~A person who violates any provision of this chapter 34 or the terms or conditions of a permit is responsible for municipal civil infraction; and shall be subject to payment of not less than \$500.00, plus costs and other sanctions, for each infraction.~~
- (c) ~~Discretionally removed trees or trees that are intentionally damaged that are not replaced according to the provisions of this chapter require payment into the tree fund at the rate established by the city commission.~~
- (Ord. No. 2019-01, 7-15-19; Ord. No. 2020-06, 12-21-20)

**Sec. 34-~~2327~~. Appeals.**

Any appeals to this chapter shall be submitted, in writing, to the city commission on a form provided by the city manager or his/her designee within 21 days of the administration's determination. Appeals cannot be made when a determination includes a healthy, safety, welfare concern.

(Ord. No. 2019-01, 7-15-19)

**Sec. 34-~~2428~~. Severability.**

The various parts, sentences, paragraphs, sections, and clauses of this chapter 34 are hereby declared to be severable. If any part, sentence, paragraph, section, or clause of this chapter 34 is adjudged unconstitutional or invalid by any court or administrative agency of competent jurisdiction, the unconstitutionality or invalidity shall not affect the constitutionality or validity of any remaining provisions of this chapter 34.

(Ord. No. 2019-01, 7-15-19)

**Secs. 34-~~2529~~—34-41. Reserved.**

There was a voice vote.

MOTION PASSED UNANIMOUSLY

e. 2024 Infrastructure Program- Bid Award Construction Phase

The following resolution was offered by Minton and seconded by Moroz:

RESOLUTION 2024-35

- WHEREAS The City of Plymouth operates a roadway system and other facilities to help to maintain the public health, safety, welfare and leisure activities of the community; and
- WHEREAS The City of Plymouth has adopted a Strategic Plan which calls for sustainable infrastructure improvement; and
- WHEREAS The voters approved a road bond for the improvement of our streets and the City Commission has authorized additional funding from other funds to complete capital improvement projects; and
- WHEREAS The City Commission has already approved the design phase of an Infrastructure Improvement program for all of the 2024 Infrastructure Projects and the City Administration, along with the City Engineer did put these projects out to bid and the low bidder is Pro-Line Asphalt.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a unit based contract for the 2024 infrastructure programs, to be inclusive of the streets or sections of streets identified by the City Engineer, as well as improvements to the city water/sewer system, Lena/Goldsmith entrance to the DMS Yard and related parking areas, and a removal of the existing shuffle board court to be replaced with a Pickleball court at the Plymouth Cultural Center.

The projects for the 2024 Infrastructure Program are identified as follows:

- Liberty Resurfacing & Water service upgrades
- Spring Street (parking) reconstruction with new storm sewer.
- A small section of South Main resurfacing with water service upgrades on the east side of Main Street
- Water System Valve Replacements
- Resurfacing Adams between Church and the Tennis Courts
- Resurfacing Arthur between William and just north of Junction
- Resurfacing Penniman between Sheldon and Evergreen
- Resurfacing S. Union between Church and N. Union
- Resurfacing Sunset between Blanche and Junction
- Theodore between Miracle Field and the Plymouth Cultural Center
- Water System Valve Replacements & other related water/sewer system work
- Lena/Goldsmith entrance to the DMS Yard and parking area at DMS
- Removal of shuffleboard court & install pickleball court at Plymouth Cultural Center

BE IT FURTHER RESOLVED THAT the entire scope of the projects in the 2024 Infrastructure Programs, including construction, construction administration, inspection, construction staking, materials testing and as built drawings, and construction contingency for the 2024 Infrastructure Improvement Program, as outlined in the City Engineer's letter of May 2, 2024. The total authorization shall be in the amount of \$3,293,375.

The City Engineer's cost breakdown is as follows:

Liberty St. Resurfacing and Water Services	\$181,571
Spring St. Reconstruction	\$215,630
S. Main St. Resurfacing & New Water Services	\$406,181
Water System Gate Valve Replacements	\$274,775
Overall Mobilization, Traffic Control & Project-Wide Bid Items	\$303,093
Alternate Bid for Resurfacing	\$727,175
DMS Yard & Lena/Goldsmith Intersection Allowance	\$360,000
Pickleball Court Project Allowance	\$330,000
<u>Inspection Base Bid (50 days at \$850/day)</u>	<u>\$ 42,500</u>
<b>Construction Estimate</b>	<b>\$2,840,925</b>

Allowance for Construction Administration (+/- 7%)	\$196,000
Inspection Allowance Alternate Bid (50 days at \$850/day)	\$ 42,500
Inspection Allowance Lena/DMS Yard (15 days at \$850/day)	\$ 12,750
Inspection Allowance Pickleball Court (12 days at \$850/day)	\$ 10,200
<u>Allowance for OA/OC and Materials Testing (+/- 1.8%)</u>	<u>\$ 51,000</u>

<b>Engineering Allowance</b>	<b>\$ 312,450</b>
<b>Recommended Construction Contingency (+/- 5%)</b>	<b>\$ 140,000</b>
<b>Proposed Construction Phase – Total</b>	<b>\$3,293,375</b>

There was a voice vote.

MOTION FAILED UNANIMOUSLY

Deal presented the following revised resolution, with a motion by Maguire and seconded by Minton:

**RESOLUTION 2024-36**

- WHEREAS The City of Plymouth operates a roadway system and other facilities to help to maintain the public health, safety, welfare and leisure activities of the community; and
- WHEREAS The City of Plymouth has adopted a Strategic Plan which calls for sustainable infrastructure improvement; and
- WHEREAS The voters approved a road bond for the improvement of our streets and the City Commission has authorized additional funding from other funds to complete capital improvement projects; and
- WHEREAS The City Commission has already approved the design phase of an Infrastructure Improvement program for all of the 2024 Infrastructure Projects and the City Administration, along with the City Engineer did put these projects out to bid and the low bidder is Pro-Line Asphalt.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a unit based contract for the 2024 infrastructure programs, to be inclusive of the streets or sections of streets identified by the City Engineer, as well as improvements to the city water/sewer system, Lena/Goldsmith entrance to the DMS Yard and related parking areas, and a removal of the

existing shuffle board court to be replaced with a Pickleball court at the Plymouth Cultural Center. The projects for the 2024 Infrastructure Program are identified as follows:

- Liberty Resurfacing & Water service upgrades
- Spring Street (parking) reconstruction with new storm sewer
- A small section of South Main resurfacing with water service upgrades on the east side of Main Street
- Water System Valve Replacements
- Resurfacing Adams between Church and the Tennis Courts
- Resurfacing Arthur between William and just north of Junction
- Resurfacing Penniman between Sheldon and Evergreen
- Resurfacing S. Union between Church and N. Union
- Resurfacing Sunset between Blanche and Junction
- Theodore between Miracle Field and the Plymouth Cultural Center
- Water System Valve Replacements & other related water/sewer system work
- Lena/Goldsmith entrance to the DMS Yard and parking area at DMS
- ~~Removal of shuffleboard court & install pickleball court at Plymouth Cultural Center~~

BE IT FURTHER RESOLVED THAT the entire scope of the projects in the 2024 Infrastructure Programs, including construction, construction administration, inspection, construction staking, materials testing and as built drawings, and construction contingency for the 2024 Infrastructure Improvement Program, as outlined in the City Engineer's letter of May 2, 2024. The total authorization shall be in the amount of \$2,914,175.

The revised City Engineer's cost breakdown is as follows:

Liberty St. Resurfacing and Water Services	\$181,571
Spring St. Reconstruction	\$215,630
S. Main St. Resurfacing & New Water Services	\$406,181
Water System Gate Valve Replacements	\$274,775
Overall Mobilization, Traffic Control & Project-Wide Bid Items	\$303,093
Alternate Bid for Resurfacing	\$727,175
DMS Yard & Lena/Goldsmith Intersection Allowance	\$360,000
<u>Inspection Base Bid (50 days at \$850/day)</u>	<u>\$ 42,500</u>
<b>Construction Estimate</b>	<b>\$2,510,925</b>

Allowance for Construction Administration (+/- 7%)	\$176,000
Inspection Allowance Alternate Bid (50 days at \$850/day)	\$ 42,500
Inspection Allowance Lena/DMS Yard (15 days at \$850/day)	\$ 12,750
<u>-Allowance for OA/OC and Materials Testing (+/- 1.8%)</u>	<u>\$ 46,000</u>

<b>Engineering Allowance</b>	<b>\$ 277,250</b>
<b>Recommended Construction Contingency (+/- 5%)</b>	<b>\$ 126,000</b>
<b>Proposed Construction Phase – Total</b>	<b>\$2,914,175</b>

There was a voice vote.

MOTION PASSED UNANIMOUSLY

f. 3<sup>rd</sup> Quarter Budget Amendments



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

RESOLUTION 2024-37

WHEREAS Actual patterns of departmental expenditures occurred differently than originally projected in the 2023-2024 City Budget as adopted in June of 2023; and

WHEREAS Overall revenue and expenditure forecasts require modifications to the original budgetary allocations as established in the adopted budget; and

WHEREAS The City Budget amendments require the approval of the City Commission for changes between activity departments and between funds of the City.

NOW, THEREFORE BE IT RESOLVED that the 2023-2024 City Budget is hereby amended as indicated in the 3rd quarter amendments column of the attached Budget Amendments Summary, which is made a part of this resolution.

BE IT FURTHER RESOLVED that the City Finance Director is authorized to change the budgetary appropriations as indicated in the Budget Amendments Summary effective May 6, 2024.

**BUDGET ADJUSTMENT SUMMARY  
THIRD QUARTER - FY 23-24**

FUND DEPT./ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
<b>GENERAL FUND REVENUE:</b>							
Properly Texas #101							
Licenses & Permits	7,007,370	-	-	-	-	-	7,007,370
Federal/State Grants	3,700	-	-	-	-	-	3,700
State-Shared Revenues	650,982	-	-	-	-	-	650,982
Charges for Services	1,322,322	-	28,350	-	-	28,350	1,350,672
Cemetery Revenues	933,680	1,707	-	-	-	1,707	935,387
Parking Revenues	167,500	-	3,600	11,000	-	14,600	172,100
Other Operating Revenues	86,200	1,800	5,750	-	-	7,550	93,750
Appropriation of Surplus	853,540	27,000	41,500	102,610	-	171,010	1,024,550
Total Operating Revenue	855,478	(1,877)	31,945	122,603	-	162,771	1,018,247
Transfers In From Other Sources	11,646,770	28,930	111,045	236,913	-	376,888	11,923,658
Total Revenue All Classes	10,000	-	-	-	-	-	10,000
<b>GENERAL FUND EXP:</b>							
City Commission #101							
City Manager	146,378	-	26,260	13,650	-	41,800	187,178
Finance Department	378,145	276	6,960	5,850	-	13,005	398,160
City Clerk	687,280	-	2,965	(29,650)	-	(26,685)	640,600
Management Information Services	181,865	2,328	10,725	12,600	-	25,045	206,910
City Assessor	408,135	-	6,020	3,700	-	9,720	417,855
Election Services	82,918	-	-	(3,600)	-	(3,600)	79,318
City Hall Maintenance	130,320	-	485	460	-	945	131,265
Legal Services	150,955	-	-	7,450	-	7,450	158,405
Other Functions	155,300	-	7,100	(10,000)	-	(2,900)	160,400
Police Department	322,881	7,025	29,000	(4,000)	-	32,025	354,906
Fire Department	4,866,813	-	(5,300)	(12,600)	-	(17,900)	4,848,913
MSD Administration	1,180,615	3,050	5,225	285,838	-	294,113	1,474,728
MSD Yard Maintenance	311,058	6,155	22,335	3,650	-	32,140	343,198
Street Lighting	65,506	-	10,850	7,350	-	18,200	83,706
Miscellaneous MSD Services	195,000	-	-	-	-	-	195,000
Bathery Maintenance Expense	2,290	-	-	-	-	-	2,290
Special Events	-	-	-	-	-	-	-
Parking System	145,475	-	(16,100)	-	-	(16,100)	129,375
MSD Services - DDA	51,600	-	-	20,080	-	20,080	71,680
Cemetery	177,440	-	29,800	7,800	-	37,600	215,040
Parks & Public Property	170,560	-	(10,000)	(5,200)	-	(15,200)	155,360
Capital Outlay	215,655	-	25,085	(3,450)	-	21,635	237,290
Debt Service	1,630,700	-	(42,700)	(68,000)	-	(110,700)	1,519,000
Tot. Gen'l Operating Expenditures	32,412	-	-	-	-	-	32,412
Transfers Out to Other Funds	11,177,344	10,630	111,045	206,518	-	328,193	11,516,737
Contingency	379,428	10,000	-	28,385	-	38,385	417,813
Total Expenditures	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>11,656,770</b>	<b>28,930</b>	<b>111,045</b>	<b>236,913</b>	<b>-</b>	<b>376,888</b>	<b>11,933,658</b>

FUND DEPT./ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
<b>MAJOR ST FUND REV:</b>							
Gas & Weight Taxes #202							
Contrib & Other	602,874	-	-	-	-	-	602,874
Appropriation of Surplus	5,000	-	-	10,000	-	10,000	15,000
Total Revenue	-	-	-	40,998	-	40,998	40,998
<b>TOTAL REVENUE</b>	<b>607,874</b>	<b>-</b>	<b>-</b>	<b>50,998</b>	<b>-</b>	<b>60,998</b>	<b>658,872</b>
<b>MAJOR ST FUND EXP:</b>							
Administration/Debt #202							
Routine Maintenance	27,680	-	680	-	-	680	28,360
Stormwater System Maintenance	152,630	-	10,680	38,700	-	49,380	202,010
Traffic Signal Maintenance	3,000	-	-	-	-	-	3,000
Snow & Ice Control	84,970	-	-	-	-	-	84,970
Road Construction	70,120	-	1,285	2,700	-	4,000	74,115
Transfers Out to Other Funds	-	-	2,000	65,000	-	67,000	67,000
Contingency	401,437	-	-	-	-	-	401,437
Total Expenditures	68,237	-	(14,835)	(63,402)	-	(88,237)	-
<b>TOTAL EXPENDITURES</b>	<b>607,874</b>	<b>-</b>	<b>-</b>	<b>60,998</b>	<b>-</b>	<b>60,998</b>	<b>658,872</b>

**BUDGET ADJUSTMENT SUMMARY**  
**THIRD QUARTER - FY 23-24**

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
<b>LOCAL ST FUND REV: #203</b>							
Gas & Weight taxes	281,058	-	-	-	-	-	281,058
Contrib & Other	401,437	5,000	-	-	-	5,000	406,437
Appropriation of Surplus	-	-	-	-	-	-	-
<b>TOTAL REVENUE</b>	<b>682,493</b>	<b>5,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,000</b>	<b>687,493</b>
<b>LOCAL ST FUND EXP: #203</b>							
Administration/Debt	26,385	-	-	-	-	-	26,385
Routine Maintenance	159,008	-	10,880	17,025	-	27,885	166,890
Stormwater System Maintenance	1,000	-	-	-	-	-	1,000
Traffic Signal Maintenance	61,888	160	80	-	-	280	62,116
Snow & Ice Control	32,770	-	4,870	9,280	-	14,130	46,900
Road Construction	-	-	-	280,000	-	280,000	280,000
Contingency	412,448	4,880	(15,810)	(306,268)	-	(318,845)	96,403
<b>TOTAL EXPENDITURES</b>	<b>682,493</b>	<b>5,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,000</b>	<b>687,493</b>

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
<b>RECREATION FUND REV: #208</b>							
Cultural Center Revenues	501,000	-	18,490	17,815	-	36,105	537,105
Transfer from General Fund	298,661	-	-	-	-	-	298,661
Administrative Charges	1,000	-	-	10,000	-	10,000	11,000
Program Fees & Charges	298,000	-	8,110	675	-	3,785	301,785
Appropriation of Surplus	181,849	-	-	24,610	-	24,610	166,359
<b>TOTAL REVENUE</b>	<b>1,280,510</b>	<b>-</b>	<b>21,600</b>	<b>62,600</b>	<b>-</b>	<b>74,400</b>	<b>1,334,910</b>
<b>RECREATION FUND EXP: #208</b>							
Cultural Center & Administration	1,084,755	-	12,660	26,100	-	41,050	1,126,805
Base Salaries	-	-	-	-	-	-	-
Recreation Vending	-	-	-	-	-	-	-
Recreation Services	13,850	-	-	2,600	-	2,600	16,450
Adult Athletics	-	-	-	-	-	-	-
Youth Athletics	5,500	-	310	-	-	310	5,810
Middle League	10,000	-	2,255	13,200	-	15,455	25,455
PCHA	-	-	-	-	-	-	-
PCHA - Mini Miles	-	-	-	-	-	-	-
MSD Services	8,740	-	330	100	-	430	7,170
Soccer	118,150	-	-	7,800	-	7,800	125,950
Liquor	10,640	-	-	1,000	-	1,000	11,640
Classes & Special Events	4,550	-	6,755	-	-	8,755	10,405
Therapeutic Program	1,000	-	-	-	-	-	1,000
Senior Programs-Classes	6,325	-	-	-	-	-	6,325
Plymouth-Canton Steelers	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>1,280,510</b>	<b>-</b>	<b>21,600</b>	<b>52,900</b>	<b>-</b>	<b>74,400</b>	<b>1,334,910</b>

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
<b>SOLID WASTE FUND REV: #228</b>							
Property Taxes	1,196,160	-	12,000	11,700	-	23,700	1,219,860
Sales of Service	440,800	-	1,425	1,875	-	3,300	443,800
Transfer from General Fund	7,765	-	-	-	-	-	7,765
Appropriation of Surplus	155,138	-	31,075	(2,475)	-	28,600	184,738
<b>TOTAL REVENUE</b>	<b>1,800,863</b>	<b>-</b>	<b>44,500</b>	<b>11,100</b>	<b>-</b>	<b>55,800</b>	<b>1,856,263</b>
<b>SOLID WASTE FUND EXP: #228</b>							
Operating Expenses	1,760,853	-	44,500	11,100	-	55,600	1,816,253
Capital Outlay	40,000	-	-	-	-	-	40,000
Contingency	-	-	-	-	-	-	-
Transfers Out to Other Funds	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>1,800,853</b>	<b>-</b>	<b>44,500</b>	<b>11,100</b>	<b>-</b>	<b>55,600</b>	<b>1,856,263</b>

**BUDGET ADJUSTMENT SUMMARY  
THIRD QUARTER - FY 23-24**

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
<b>DDA OPER FUND REV: #248</b>							
Property Taxes-Non School	1,650,000	-	(318,738)	-	-	(318,738)	1,283,665
Program Fees & Other	62,650	-	25,460	12,110	-	37,660	120,110
Appropriation of Surplus	-	-	41,740	(2,710)	-	39,030	39,030
<b>TOTAL REVENUES</b>	<b>1,633,160</b>	<b>-</b>	<b>(249,548)</b>	<b>9,400</b>	<b>-</b>	<b>(240,148)</b>	<b>1,393,005</b>
<b>DDA OPER FUND EXP: #248</b>							
Administration	332,880	-	1,400	800	-	2,200	334,780
Police Services	35,820	-	48	100	-	145	36,065
Streetscape Maintenance	325,810	-	600	6,600	-	7,100	332,910
Parking System	65,380	-	-	-	-	-	65,380
Gaslon Parking Facility	-	-	1,000	2,000	-	3,000	65,980
DDA Marketing	118,700	-	-	-	-	-	3,000
Contrib to DDA Debt Funds	217,300	-	-	-	-	-	113,700
Contrib to DDA Cap Imp Fund	300,000	-	-	-	-	-	217,300
Contingency	282,590	-	(282,590)	-	-	(282,590)	-
<b>TOTAL EXPENDITURES</b>	<b>1,633,160</b>	<b>-</b>	<b>(249,548)</b>	<b>9,400</b>	<b>-</b>	<b>(239,548)</b>	<b>1,393,605</b>

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
<b>BLDG &amp; ENGINEERING FID REV: #249</b>							
Permit Fees	610,300	-	3,090	5,837	-	8,777	619,077
Contrib. & Other	-	10,000	-	30,000	-	40,000	40,000
Appropriation of Surplus	81,375	(10,000)	-	(35,897)	-	(45,897)	35,478
<b>TOTAL REVENUES</b>	<b>691,675</b>	<b>-</b>	<b>3,090</b>	<b>-</b>	<b>-</b>	<b>3,000</b>	<b>694,765</b>
<b>BLDG &amp; ENGINEERING FID EXP: #249</b>							
Engineering/Inspections	691,675	-	3,090	-	-	3,090	694,765
Capital Outlay	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>691,675</b>	<b>-</b>	<b>3,090</b>	<b>-</b>	<b>-</b>	<b>3,090</b>	<b>694,765</b>

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
<b>NBHD SERVICES FUND REV: #252</b>							
Miscellaneous	16,040	-	-	-	-	-	16,040
Transfer from General Fund	73,010	-	-	-	-	-	73,010
Appropriation of Surplus	-	-	-	-	-	-	-
<b>TOTAL REVENUES</b>	<b>89,050</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>89,050</b>
<b>NBHD SERVICES FUND EXP: #252</b>							
Administration	500	-	-	-	-	-	500
OVDA Community Center	2,500	-	-	-	-	-	2,000
Senior Transportation	86,550	-	-	-	-	-	86,650
Contingency	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>89,050</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>89,050</b>



**BUDGET ADJUSTMENT SUMMARY**  
**THIRD QUARTER - FY 23-24**

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr Amendments	3rd Qtr Amendments	4th Qtr Amendments	Tot. All Amendments	Amended Budget
<b>WATER/SEWER OPER FUND REV:</b>							
#592							
Sales & Service Charges	4,998,825	40,000	-	-	-	40,000	5,038,825
Sale of Bonds	-	-	-	-	-	-	-
Appropriation of Surplus	363,435	-	40,870	-	-	40,870	404,305
<b>TOTAL REVENUES</b>	<b>5,362,260</b>	<b>40,000</b>	<b>40,870</b>	<b>-</b>	<b>-</b>	<b>80,870</b>	<b>5,443,130</b>
<b>WATER/SEWER OPER FUND EXP:</b>							
#592							
Administration	4,465,730	-	1,295	(12,000)	-	(10,705)	4,473,028
Trans & Lateral	352,840	-	21,000	(5,000)	-	16,000	368,840
Main Maintenance	225,100	-	20,750	12,250	-	33,000	258,100
Meter Maintenance	178,360	80,000	800	1,200	-	82,000	260,360
Service Maintenance	111,345	(40,000)	5,725	6,500	-	(27,775)	83,570
Hydrant Maintenance	61,895	-	100	(2,650)	-	(2,550)	59,345
Capital Outlay	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>5,362,260</b>	<b>40,000</b>	<b>40,870</b>	<b>-</b>	<b>-</b>	<b>80,870</b>	<b>5,443,130</b>
<b>EQUIPMENT FUND REV:</b>							
#601							
Miscellaneous	1,028,463	-	32,045	28,500	-	60,545	1,089,008
Appropriation of Surplus	-	-	-	-	-	-	-
<b>TOTAL REVENUES</b>	<b>1,028,463</b>	<b>-</b>	<b>32,045</b>	<b>28,500</b>	<b>-</b>	<b>60,545</b>	<b>1,089,008</b>
<b>EQUIPMENT FUND EXP:</b>							
#601							
Miscellaneous	863,208	-	1,316	28,500	-	29,816	893,024
Contingency	34,755	-	30,730	-	-	65,485	100,240
<b>TOTAL EXPENDITURES</b>	<b>1,028,463</b>	<b>-</b>	<b>32,045</b>	<b>28,500</b>	<b>-</b>	<b>60,545</b>	<b>1,089,008</b>

There was a voice vote.  
MOTION PASSED UNANIMOUSLY

**9. REPORTS AND CORRESPONDENCE**

Liaison Reports

Minton said the ZBA met last week and discussed a fence at Our Lady of Good Counsel School. They were asked to bring a revised request to the next meeting. He said the Planning Commission would be meeting on Wednesday.

Maguire said the Plymouth Community Council on Aging is meeting on May 14 at 11 a.m. at the Friendship Station on Schoolcraft.

Filipczak said the Historic District Commission is meeting next month, a Cemetery Board meeting is upcoming, and that she would have a report on the Northville Plymouth Fire Advisory Board at the next City Commission meeting.

b. Appointments

There were no appointments.

**10. ADJOURNMENT**

A motion to adjourn was offered by Minton and seconded by Filipczak at 8:21 p.m.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

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SUZI DEAL  
MAYOR

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MAUREEN A. BRODIE, CMC, MIPMC  
CITY CLERK



# Special Event Application

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

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

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

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

**Sponsoring Organization's Legal Name** Sun & Snow Sports, Inc.

Ph# 734-927-0007 Fax# \_\_\_\_\_ Email hello@sunandsnow.com Website sunandsnow.com

Address 388 S Main Street City Plymouth State MI Zip 48170

**Sponsoring Organization's Agent's Name** Rob Parent Title Owner

Ph# 734-845-6092 Fax# \_\_\_\_\_ Email rob@sunandsnow.com Cell# 734-845-6092

Address 45828 Primrose Ct City Plymouth State MI Zip 48170

**Event Name** Ski & Snowboard Swap

**Event Purpose** Opportunity for the community to purchase lightly used ski/snowboard gear or sell their ou

**Event Date(s)** November 8-10, 2024 & December 6-8, 2024

**Event Times** Saturday 9a-6p, Sunday 11a-5p

**Event Location** The Gathering

**What Kind Of Activities?** Ski & snowboard sales and fitting for all ages.

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

**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.)

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:

Nov 7-9, 2025 & Dec 5-7, 2025

\*\*\*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)*

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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:

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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.

07/13/2023

Date

Robert Parent

Digitally signed by Robert Parent  
Date: 2023.07.13 10:34:42  
-04'00'

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 Sun & Snow Sports, Inc. (*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 Ski & Snowboard Swap (*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 Robert Parent  
Digitally signed by Robert Parent  
Date: 2023.07.13 10:35:24 -04'00'

Date 05/06/2024

Witness Heidi Parent

Date 05/06/2024

**EVENT REVIEW FORM**

EVENT NAME: Ski + Snowboard Sweep 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>CLOSE GATHERING</u>			
\$250 Bathroom Cleaning Fee Per Day of Event? <input checked="" type="radio"/> <b>YES</b> <input type="radio"/> <b>NO</b> <u>X 6 DAYS</u>			
Labor Costs: \$	<u>150</u>	Equipment Costs: \$	<u>50</u> 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>Jec</u>
<u>NO SERVICES NEEDED</u>			
Labor Costs \$		Equipment Costs \$	<u>0</u> 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 \$	
<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>
Labor Costs \$	<u>0</u>	Equipment 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>NB</u>
<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. Food vendor/service requirements per Special Event Policy, must also be met for any food.		
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 _____			





# 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		Sun & Snow Sports, Inc			
Ph#	7346639515	Fax#		Email	events@sunandsnow.com
Address		388 S Main Street		City	Plymouth
		State	MI	Zip	48170
Sponsoring Organization's Agent's Name		Heidi Parent			
Ph#	7346639515	Fax#		Email	heidi@sunandsnow.com
Address		388 S Main St		City	Plymouth
		State	MI	Zip	48170
		Website		sunandsnow.com	
		Title		Co-Owner	
		Cell#		734-233-8848	

Event Name: Christmas in Plymouth & Mistletoe Market

Event Purpose: Fill the town with shoppers, families and diners to provide a revenue boost to DDA businesses.

Event Date(s): December 12-14, 2024

Event Times: 11am - 9pm

Event Location: Downtown Plymouth (DDA District)

What Kind Of Activities?: Shopping, carriage rides, reindeer and music entertainment.

What is the Highest Number of People You Expect in Attendance at Any One Time? ~ 20,000 (unsure)

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.)

An opportunity for local residents to spend time shopping and dining in Plymouth, and to celebrate our quaint, old-fashion holiday season.

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): 2nd Thursday-Saturday of December 2025

Next year's specific dates: Dec 11-13, 2025

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

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

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

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

6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** YES  NO

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

Electricity under the Gathering for general lighting. Street closure on Penniman in front of Gathering, and traffic direction at the crosswalk on Ann Arbor Trail.

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.

05/02/2024

Date



Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203



11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

Sun & Snow

The \_\_\_\_\_ (*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 Christmas in Plymouth (*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 

05/02/2024

Date \_\_\_\_\_

Witness 

05/02/2024

Date \_\_\_\_\_

EVENT REVIEW FORM

EVENT NAME: Christmas in Plymouth 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>	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>CP</u>
<u>2 FTE @ 6 HRS EACH DAY ROAD CLOSURES &amp; STAFFING</u>				
\$250 Bathroom Cleaning Fee Per Day of Event? <u>YES</u> x 3 DAYS NO				
Labor Costs: \$	<u>2200</u>	Equipment Costs: \$	<u>300</u>	Materials Costs \$
<b>POLICE:</b>	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>gpc</u>
<u>2 - OFFICERS @ 4 HRS EACH</u>				
Labor Costs \$		Equipment Costs \$	<u>605-</u>	Materials Costs \$
<b>FIRE:</b>	Approved	Denied	(list reason for denial)	Initial
Labor Costs \$		Equipment Costs \$		Materials Costs \$
<b>HVA:</b>	Approved	Denied	(list reason for denial)	Initial
<b>DDA:</b>	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>SBP</u>
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$
<b>RISK MANAGEMENT:</b>	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>MB</u>
Class I - Low Hazard	Event Sponsors must provide current Certificate of Insurance naming City of Plymouth as 'Additional Insured' including in the Description Box/Area. Food vendor/service requirements per Special Event Policy, must also be met for any food.			
<u>Class II - Moderate Hazard</u>				
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](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 - Tree Ordinance Amendments Second Reading - Final - 05-20-24.docx*  
Date: May 1, 2024  
RE: Public Hearing on Ordinance Amendments – Chapter 34, Article 1, Trees

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### Background

The City Commission is aware that they adopted a 90-day moratorium on enforcement of what is commonly known as the Tree Ordinance, particularly related to trees on private property. The discussion of the Tree Ordinance is a result of a federal Sixth Circuit Court case. The City Attorney has presented information to the members of the City Commission. We have attached a letter from City Attorney Marzano here for your reference.

The City Commission will need to open a Public Hearing on these amendments prior to adopting any changes at the second and final reading of the Ordinance.

We have attached information related to the first reading of amendments to the Tree Ordinance and a memorandum from staff which provides great detail on the proposed changes.

### Recommendation

The City Administration recommends that the City Commission open a Public Hearing on the proposed changes in Part II, of the Code of Ordinances, Chapter 34, Trees. Basically, these changes will remove many regulations related to trees on private property. Once the Public Hearing is completed the City Administration recommends that the City Commission adopt the changes as specified in the attached documents.

If you have any questions regarding this matter, please feel free to contact us in advance of the meeting.



## **Department of Municipal Services**

1231 Goldsmith, Plymouth, MI

734-453-7737

dms@plymouthmi.gov

Date: May 1, 2024  
To: Paul Sincock, City Manager  
From: Chris S. Porman, Assistant City Manager/Director of Municipal Services  
Adam Gerlach, Assistant Director of Municipal Services  
Greta Bolhuis, Community Development Director  
Re: Tree Ordinance Amendments

---

### **BACKGROUND:**

As you are aware, the Sixth Circuit Court of Appeals has issued an opinion addressing the constitutionality of municipal tree ordinances. On February 20, 2024, the City Commission enacted a moratorium on enforcement of certain sections of the ordinance. Since then, the City Administration has reviewed the current tree ordinance and is proposing some amendments.

### **PROPOSED CHANGES:**

- Expand Section 34-1 to list benefits of trees and identify trees as public infrastructure
- Delete part of Section 34-2 to remove definitions that are no longer referenced, add definition for "diseased tree", and amend definition for tree protection plan
- Delete Section 34-18, 34-19, and 34-22 for private tree removal and new construction street tree planting requirement
- Amend Section 34-23 to reference "private" trees
- Delete part of Section 34-24 which required permits for tree removal, planting, and replacement
- Delete part of Section 34-26 that references private tree removal and replacement
- Amend Section 34-27 to identify the City Commission as the appeal board
- Reorder remaining sections to accommodate deleted sections

### **RECOMMENDATION:**

Staff recommends that the City Commission complete a First Reading of the proposed tree ordinance language and approve the same. Staff further recommends the City Commission schedule a public hearing for the Chapter 34 code amendments and complete the 2<sup>nd</sup> Reading of the proposed amendments, at the next regular City Commission Meeting. The City Attorney has reviewed the proposed changes.

If you have any questions, please contact us directly.



April 25, 2024

**Via Email**

City of Plymouth City Commissioners  
201 S. Main Street  
Plymouth, MI 48170

Re: City of Plymouth Tree Ordinance  
File No. 09992.80533

Dear City Commission Members:

As you are aware, the Sixth Circuit Court of Appeals has issued an opinion addressing the constitutionality of municipal tree ordinances. Based upon a legal challenge to Canton Township's Tree Ordinance, which is similar to that of the City of Plymouth, the Sixth Circuit Court of Appeals (one level below the United States Supreme Court) was tasked with determining whether Canton's Tree Ordinance violated the United States Constitution. I am not going to get into the facts and details of the Court's decision in *F.P. Development, LLC, v. Charter Township of Canton, Michigan*, 16 F.4<sup>th</sup> 198 (CA 6, 2021), but will discuss the holding of the Court and the issues created by the Court.

First, the Court noted that the rights guaranteed by the Takings Clause of the Fifth Amendment, as applied to the states through the Fourteenth Amendment, limit all regulations of private property that go too far. Under the "unconstitutional-conditions doctrine," government may not deny a benefit to a person because he or she exercises his or her constitutional right. The doctrine vindicates the Constitution's enumerated rights by preventing the government from coercing people into giving them up.

The Court noted that to be "constitutionally correct," an ordinance like the tree ordinance being examined had to (1) have an essential nexus between the City's legitimate interest in adopting the ordinance and the permit conditions; and (2) pass the rough proportionality test, which asks whether the degree of exactions demanded by the municipality's permit conditions bears the required relationship to the projected impact of the owner's proposed development. The required relationship does not have to be exacting, but cannot be "generalized." It must be "roughly proportional."

While no precise mathematical calculation is required, the municipality must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development. Put another way, what is the impact of the proposed tree(s) removal on the municipality's interests, as enumerated in the ordinance, as to this particular development and/or lot? To satisfy the nexus and rough proportionality test, the government must introduce some evidence relating to the methodology and functioning of its exactions.

**ATTORNEYS & COUNSELORS AT LAW**

38505 Woodward Ave., Suite 100 • Bloomfield Hills, MI 48304 • T: (248) 901-4000 • F: (248) 901-4040 • [plunkettcooney.com](http://plunkettcooney.com)

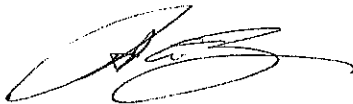
As a result of the *F.P. Development* decision, the City of Plymouth should review and consider amending the current Tree Ordinance to bring it as close as possible to be in compliance with the *F.P. Development* decision. Unfortunately, it appears that the most feasible way to do so would be to remove Sections 34-18, 34-19, 34-22, and 34-24, from the current tree ordinance. The result would be that there would be no regulation or permit requirements for people to remove trees from their private property. If a property owner wanted to remove a tree(s) from his or her private property, he or she could do so at will with no need for a permit, tree replacement, or paying into a tree fund. The other option is to do nothing and let the ordinance as it is currently drafted stay the way it is. This option would most likely result in a legal challenge in court. The City's chances of success in doing nothing would most likely lead to an adverse ruling against the City and its Tree Ordinance.

As you can see, the Court in *F.P. Development* case has put municipalities in a difficult position. The *F.P. Development* opinion provides very little guidance of what a constitutional tree ordinance should look like as applied to private property owners. In addition, it makes compliance with the decision nearly impossible. However, unless a case is taken to the United States Supreme Court to challenge the *F.P. Development* decision, this is the law the City of Plymouth must follow. The chances of such a case getting to the United State Supreme Court are very slim.

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

Very truly yours,

PLUNKETT COONEY



Robert A. Marzano  
Direct Dial: 248/594-6357  
E-Mail: [rmarzano@plunkettcooney.com](mailto:rmarzano@plunkettcooney.com)

RAM/b



## ARTICLE I. TREES<sup>1</sup>

### DIVISION 1. GENERALLY

#### Sec. 34-1. Intent.

The purpose of this chapter is to promote and provide for the protection of the public health, safety, and general welfare through the regulation of the planting, maintenance, and removal of trees, shrubs, and other plants within the City of Plymouth, preservation, and reforestation of the City of Plymouth's tree canopy, trees, and woodlands. Trees provide numerous benefits such as stormwater management, runoff infiltration, air quality improvements, and support property values, making them an important piece of our public infrastructure.

( Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

#### Sec. 34-2. Definitions.

The following words, terms, and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Dead tree* means any tree that has no visible growth (within the appropriate growing season for all deciduous trees), no visible buds, twigs that do not exhibit flexibility, and twigs that do not appear green at the cambium layer when outer bark has been physically removed.

*Diameter breast height (DBH)* means the diameter, in inches, of a tree measured at four and one-half feet above the existing grade.

*Diseased tree* means any tree that shows signs of any of the following issues: premature leaf defoliation or reduction in foliage, leaves or needles with dark spots, unusual colors, or distorted shapes, changes in tree bark, fungi or root rot, or other conditions that indicate disease as identified by the State of Michigan Department of Natural Resources.

*Dripline* means the imaginary vertical line, which extends downward from the outermost tips of the tree branches to the ground.

*Front yard tree* means any tree located in the open space extending the full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and the nearest point of the foundation of the main building.

*Heritage tree* means any tree that meets the size and species requirements in the table below, or any tree not listed in the table below that is 18 inches DBH or greater.

Common Name	Scientific Name	DBH
Arbervitae	Thuja occidentalis	18"

<sup>1</sup>Ord. No. 2019-01 , adopted July 15, 2019, repealed art. I, div. 1 in its entirety, and enacted new provisions to read as herein set out. Former art. I, div. 1, §§ 34-1—34-9, pertained to the tree ordinance, and derived from Ord. No. 17-06 , adopted Oct. 16, 2017.

Ash	Fraxinus species	18"
American Basswood (Linden)	Tilia americana	18"
American Beech	Fagus grandifolia	18"
American Chestnut	Castanea dentata	8"
American Elm	Ulmus americana	18"
Birch	Betula species	18"
Black Alder	Alnus glutinosa	12"
Black Tupelo	Nyssa sylvatica	12"
Black Walnut	Juglans nigra	18"
White Walnut	Juglans cinerea	18"
Buckeye (Horse Chestnut)	Aesculus species	18"
Cedar, Red	Juniperus species	12"
Crabapple (Cultivar)	Malus species	12"
Douglas Fir	Pseudotsuga menziesii	18"
Eastern Hemlock	Tsuga canadensis	12"
Flowering Dogwood	Cornus florida	8"
Ginkgo	Ginkgo biloba	18"
Hickory	Carya, species	18"
Kentucky Coffeetree	Gymnocladus dioicus	18"
Larch/Tamarack	Larix laricina (Eastern)	12"
Locust	Gleditsia triacanthos	18"
Sycamore (London plane tree)	Platanus species	18"
Maple	Acer species (except negundo)	18"
Oak	Quercus species	18"
Pine	Pinus species	18"
Sassafras	Sassafras albidum	15"
Spruce	Picea species	18"
Tulip Tree	Liriodendron tulipifera	18"
Wild Cherry	Prunus species	18"

*Large tree* means any tree larger than 40 feet in height at maturity.

*Licensed tree professional* means a nurseryman or an ISA-certified arborist.

*Medium tree* means any tree between 25 feet and 40 feet in height at maturity.

*Park tree* means any tree located in public parks having individual names, and all publicly owned land, or to which the public has free access as a park.

*Private tree* means any tree located on land that is owned by an individual or group having a vested or financial interest in the subject property.

*Protected area* means the area contained within the dripline of the tree.

*Protective barrier* means a physical obstruction that encloses the protected area of a tree and limits vehicular, material, and equipment access.

*Small tree* means any tree less than 25 feet in height at maturity.

*Street tree* means any trees planted or located within a public street or road right-of-way.

*Topping* means the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the trees.

*Transplant* means the digging up of a tree and the planting of that tree in another place on the same property or off-site property.

*Tree* means a woody perennial plant, typically having a single stem or trunk which at maturity is 13 feet or more in height and which has a definite crown of foliage.

*Tree fund* means the budget account located in the solid waste/recycling fund to be used for activities associated with public tree inventory, protection, maintenance, and planting.

*Tree planting permit* means the permit application reviewed and approved by the administration that shows the location, species, and size of trees that will be planted or transplanted.

*Tree protection plan* means the documentation describing plan reviewed and approved by the administration that shows how trees will be protected from construction activities.

*Tree removal permit* means the permit application reviewed and approved by the administration that shows the location, species, and size of trees that will be removed.

*Tree replacement plan* means the permit application reviewed and approved by the administration that shows how the requirement for replacing removed tree(s) will be satisfied.

( Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

### Sec. 34-3. Prohibited trees.

The following trees are prohibited to be planted or replanted:

Common Name	Scientific Name
Ash	Fraxinus species
Autumn and Russian-Olive	Elaeagnus species
Boxelder	Acer negundo
Buckthorn	Rhamnus species
Mulberry	Morus species
Poplar	Populus species
Siberian Elm	Ulmus pumila
Silver Maple	Acer saccharinum
Tree of Heaven	Ailanthus altissima
Willow	Salix species

( Ord. No. 2019-01 , 7-15-19)

### Sec. 34-4. Tree care.

- (a) All trees shall be planted, pruned, maintained, and removed, as may be necessary to ensure public safety or to preserve or enhance the symmetry and beauty of such public grounds.
- (b) The city reserves the right to remove or cause to be removed, any tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, electric power lines, gas lines, water lines, or other public improvements, is blocking street or sidewalk clearance, or is blocking the spread of light or view of traffic control devices.

- 
- (c) If any owner, occupant or person having charge of any land within the city shall refuse or neglect to resolve public safety issues caused by private trees as provided in this chapter, then the city manager or his/her designee shall cause the land to be entered upon by city employees or a city contractor for the purpose of pruning, or removing said trees at the sole cost to the property owner and such entering upon shall not be deemed a trespass.

( Ord. No. 2019-01 , 7-15-19)

#### **Sec. 34-5. Pruning.**

Trees shall be pruned so that branches do not obstruct the light from any street light or obstruct the view of any street intersection. A clear space of 15 feet above the surface of the street and eight feet above the surface of the sidewalk shall be maintained. The city shall have the right to prune or cause to be pruned any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light or interferes with visibility of roadway, sidewalk, traffic control devices, and/or signs.

( Ord. No. 2019-01 , 7-15-19)

#### **Sec. 34-6. Corner clearance.**

Within the required corner clearance area as defined in section 78-207, all trees and limbs, including dead, diseased or dangerous trees or broken or decayed limbs which constitute a menace to the safety of the public, shall be removed by the property owner upon which the tree is located.

( Ord. No. 2019-01 , 7-15-19)

#### **Sec. 34-7. Tree topping.**

It shall be prohibited for any person to top any tree. Trees severely damaged by storms, an act of God, or other causes out of the city's or property owner's control, may be exempted from this section at the determination of the city manager or his/her designee. This section does not apply to a utility company who may be required to top a tree for purposes of public safety or valid equipment issues.

( Ord. No. 2019-01 , 7-15-19)

#### **Sec. 34-8. Removal of stumps.**

All stumps of street, park, and front yard trees shall be removed below the surface of the ground so that the top of the stump shall not project above the surface of the ground. The stump excavation site shall be backfilled to match existing grade as defined in section 78-21.

( Ord. No. 2019-01 , 7-15-19)

#### **Sec. 34-9. Tree fund.**

This section establishes the city's tree fund. The purpose of the tree fund shall be to maintain and reestablish the city's public tree canopy. The city commission shall review the rate structure annually as part of their budget process.

( Ord. No. 2019-01 , 7-15-19)

**Sec. 34-10. Installation and planting.**

All trees shall be planted according to ANSI Standards A300.

( Ord. No. 2019-01 , 7-15-19)

**Sec. 34-11. Maintenance provisions.**

All trees shall be maintained in a safe, healthy, neat and orderly state free from refuse and debris.

( Ord. No. 2019-01 , 7-15-19)

*DIVISION 2. PUBLIC TREES*

**Sec. 34-12. Permitted street trees.**

The following list constitutes the official street tree species for the city. No species other than those included in this list may be planted unless approved, in writing, by city manager or his/her designee.

(1) *Small trees:*

Common Name	Scientific Name
Cherry, Flowering	Prunus species and hybrids
Crabapple, Flowering	Malus species and hybrids
Dogwood	Cornus species and hybrids
Goldenrain Tree	Koelreuteria paniculata
Hawthorn	Crataegus species
Lilac, Japanese Tree	Syringa reticulata
Magnolia	Magnolia hybrids
Magnolia, Star	Magnolia stellata
Maple, Amur	Acer ginnala
Maple, Paperbark	Acer griseum
Maple, Tatarian	Acer tataricum
Maple, Trident	Acer buergeranum
Peach, Flowering	Prunus species and hybrids
Plum, Flowering	Prunus species and hybrids
Redbud, Eastern	Cercis canadensis
Serviceberry	Amelanchier species and hybrids

(2) *Medium trees:*

Common Name	Scientific Name
Amur Maackia	Maackia amurensis
Corktree, Amur, Fruitless Male	Phellodendron amurense
Hophornbeam, American	Ostrya virginiana
Hornbeam, American	Carpinus caroliniana
Hornbeam, European	Carpinus betulus
Horsechestnut, Red	Aeculus x carnea

Maple, Bigtooth	Acer grandidentatum
Maple, Hedge	Acer campestre
Maple, Shantung	Acer truncatum
Mountain Ash	Sorbus species
Mulberry, Red Fruitless Male	Morus rubra, fruitless varieties
Osageorange, Thornless Male	Maclura pomifera
Pagodatree (Scholartree)	Styphnolobium (Sophora) japonicum
Paw Paw	Asimina triloba
Pear, Flowering	Pyrus species and hybrids
Sassafras	Sassafras albidum
Yellowwood	Cladrastis kentukea

(3) Large trees:

Common Name	Scientific Name
Baldcypress	Taxodium distichum
Beech, American	Fagus grandifolia
Beech, European	Fagus sylvatica
Blackgum (Tupelo)	Nyssa sylvatica
Catalpa, Northern	Catalpa speciosa
Chestnut	Castanea hybrids
Coffeetree, Kentucky	Gymnocladus dioicus
Elm, American Dutch Elm resistant varieties	Ulmus hybrids
Filbert, Turkish	Corylus colurna
Ginkgo (Maidenhair Tree), Fruitless Male	Ginkgo biloba
Hackberry	Celtis occidentalis
Hardy Rubber Tree	Eucommia ulmoides
Hickory	Carya species
Honeylocust	Gleditsia triacanthos
Horsechestnut	Aesculus species
Katsura Tree	Cercidiphyllum japonicum
Linden, American	Tilia Americana
Linden, Littleleaf	Tilia cordata
Linden, Silver	Tilia tomentosa
Maple, Black	Acer nigrum
Maple, Freeman Hybrid	Acer x freemanii
Maple, Miyabe	Acer miyabei
Maple, Norway	Acer platanoides
Maple, Red	Acer rubrum
Maple, Sugar	Acer saccharum
Maple, Sycamore	Acer pseudoplatanus
Oak, Bur	Quercus macrocarpa
Oak, Chinkapin	Quercus muehlenbergii
Oak, English	Quercus robur



Oak, Northern Red	Quercus rubra
Oak, Pin	Quercus palustris
Oak, Sawtooth	Quercus acutissima
Oak, Scarlett	Quercus coccinea
Oak, Shingle	Quercus imbricaria
Oak, Shumard	Quercus shumardii
Oak, Swamp White	Quercus bicolor
Oak, White	Quercus alba
Planetree, London	Platanus x acerifolia
Redwood, Dawn	Metasequoia glyptostroboides
Sweetgum	Liquidambar styraciflua
Sycamore	Platanus occidentalis
Tuliptree	Liriodendron tulipifera
Walnut, Black	Juglans nigra
Zelkova	Zelkova serrata

( Ord. No. 2019-01 , 7-15-19)

**Sec. 34-13. Distance from street corners, driveways, curbs, and sidewalks.**

No tree shall be planted closer than 35 feet of any street corner, measured from the point of nearest intersecting curbs or curb lines. No tree shall be planted closer than ten feet from any driveway or approach. Trees planted in the area between the curb or curb lines and sidewalks shall be in accordance with the three species size classes listed in section 34-12. No trees may be planted within any area between the curb or curb line and sidewalk other than the following: small trees: two feet; medium trees: three feet; and large trees: four feet.

( Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

Ord. No. 2020-06 , adopted Dec. 21, 2020, changed the title of § 34-13 from "Distance from street corners and fire hydrants" to read as herein set out.

**Sec. 34-14. Distance from utilities, signs, and hydrants.**

No trees, other than those species listed as small trees in section 34-12(1), may be planted under or within ten lateral feet of any overhead utility wire, or over or within five lateral feet of any underground water line, sewer line, transmission line, or other utility. No trees shall be planted closer than ten feet from any manhole structure. No tree shall be planted closer than ten feet from any hydrant. No tree shall be planted closer than ten feet from any streetlight pole. No tree shall be planted closer than ten feet from any traffic control device.

( Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

Ord. No. 2020-06 , adopted Dec. 21, 2020, changed the title of § 34-14 from "Distance from curb and sidewalk" to read as herein set out.

**Sec. 34-15. Distance between trees.**

Trees shall be planted a sufficient distance away from other trees. The distance between small trees as listed in section 34-12(1) shall be 20 feet. The distance between medium trees as listed in section 34-12(2) shall be 30 feet. The distance between large trees as listed in section 34-12(3) shall be 40 feet.

**RESOLUTION**

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

- WHEREAS The City Commission has adopted a key objective to grow a mature tree canopy, and
- WHEREAS The proposed tree ordinance amendments align with the goals of the City's Strategic Plan and City's Master Plan, and
- WHEREAS The City Commission is investing in the City of Plymouth tree canopy.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby approve the first reading of the amendments to the tree ordinances and schedule a second reading and public hearing for the next regular City Commission meeting.

( Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

Ord. No. 2020-06 , adopted Dec. 21, 2020, changed the title of § 34-15 from "Distance from utilities" to read as herein set out.

### **Sec. 34-16. Tree size.**

The minimum size for a street tree or park tree shall be one and one-half inches in caliper DBH. All trees planted must be of the tree form variety, have a single stem with branching limbs, and branches must be at least eight feet off the ground at maturity, as predicated by the size definitions in section 34-2.

( Ord. No. 2019-01 , 7-15-19)

### **Sec. 34-17. Removal and replacement of street trees.**

- (a) Should a property owner wish to have the street tree adjacent to his or her property removed, he or she shall submit a request, in writing, to the city manager or his/her designee. Within ten business days of the receipt of the request an ISA certified arborist, provided by the city, will perform a condition and risk assessment. The cost for this service shall be borne by the property owner making the request. Following the condition and risk assessment by the ISA certified arborist, if the street tree is found to be dead, diseased, or dying the city shall remove the street tree at the city's cost. Following the condition and risk assessment by the ISA certified arborist, if the street tree is not found to be dead, diseased, or dying, the tree shall remain.
- (b) Only in extenuating circumstances, as determined by the city manager or his/her designee, shall a healthy street tree be removed or caused to be removed. Such extenuating circumstances shall include but are not limited to catastrophic event, repair, replacement, or maintenance of underground utilities, or an act of God.
- (c) When a street tree is removed every effort shall be made to replace the tree within one year of removal with one replacement tree that meets the requirements in sections 34-12 through 34-16 above.

( Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

Ord. No. 2020-06 , adopted Dec. 21, 2020, changed the title of § 34-17 from "Removal of street trees" to read as herein set out.

## ***DIVISION 3. PRIVATE TREES***

### **~~Sec. 34-18. Removal and replacement of heritage trees.~~**

~~This section shall apply to all private heritage trees. Each heritage tree that is removed shall be replaced in a manner consistent with the following subsections.~~

- ~~(1) Heritage trees shall be replaced at a sliding scale rate set by the city commission annually for each tree removed. Replacement tree(s) shall be located on the parcel(s) where each heritage tree is removed or in the right of way adjacent to the affected property. The city manager or his/her designee may consider alternate locations on a case by case basis. Replacement trees shall be shown on a tree replacement plan.~~
- ~~(2) If trees cannot be reasonably planted on the property, the property owner shall pay into the tree fund at a rate defined by the city commission and stated on the rate card, rounded up to the nearest one inch of DBH required to be replaced by section 34-18(1).~~

- ~~(3) If the requirements of section 34-18(1) and (2) cannot be met, a combination of paying into the tree fund and replacement trees shall be used. Replacement trees shall be shown on a tree replacement plan.~~
- ~~(4) When required, a tree replacement plan shall be submitted within 90 days of the removal of heritage tree(s). The city manager or his/her designee may consider an extension on a case-by-case basis.~~
- ~~(5) When a tree from the subject property is transplanted and saved from removal, that DBH shall be added as a credit to the property owner's replacement requirements. Trees shall be relocated by a licensed tree professional. The property owner shall ensure the tree's successful establishment in new location.~~
- ~~(6) Trees that are dead, diseased, or dying with no visible growth as determined by an ISA-certified arborist are exempt from replacement requirements.~~
- ~~(7) The minimum size for a replacement tree shall be one and one-half inches in caliper DBH. All trees planted must be of the tree form variety.~~

~~{Ord. No. 2019-01, 7-15-19; Ord. No. 2020-06, 12-21-20}~~

### **Sec. 34-19. Removal and replacement of front yard trees.**

~~This section shall apply to any front yard trees with a DBH of six inches or greater but less than the heritage tree standard for that species. Each tree that is removed shall be replaced in a manner consistent with the following subsections.~~

- ~~(1) Front yard trees shall be replaced at a sliding scale rate set by the city commission annually for each tree removed. Replacement front yard tree(s) shall be located on the front yard of the parcel(s) where each front yard tree is removed or in the right-of-way adjacent to the affected property. The city manager or his/her designee may consider alternate locations on a case-by-case basis. Replacement trees shall be shown on a tree replacement plan.~~
- ~~(2) If trees cannot be reasonably planted on the property, the property owner shall pay into the tree fund at a rate defined by the city commission and stated on the rate card, rounded up to the nearest one inch of DBH required to be replaced by section 34-19(1).~~
- ~~(3) If the requirements of section 34-19(1) and (2) cannot be met, a combination of paying into the tree fund and replacement trees shall be used. The city manager or his/her designee may consider alternate locations on a case-by-case basis. Replacement trees shall be shown on a tree replacement plan.~~
- ~~(4) When required, a tree replacement plan shall be submitted within 90 days of the removal of a front yard tree(s). The City manager or his/her designee may consider an extension on a case-by-case basis.~~
- ~~(5) When a tree from the subject property is transplanted and saved from removal, its DBH shall be added as a credit to the property owner's replacement requirements. Trees shall be relocated by a licensed tree professional. The property owner shall ensure the tree's successful establishment in new location.~~
- ~~(6) Front yard trees that are dead, diseased, or dying with no visible growth as determined by an ISA-certified arborist are exempt from replacement requirements.~~
- ~~(7) The minimum size for a replacement tree shall be one and one-half inches in caliper DBH. All trees planted must be of the tree form variety.~~

~~{Ord. No. 2019-01, 7-15-19; Ord. No. 2020-06, 12-21-20}~~

~~Ord. No. 2020-06, adopted Dec. 21, 2020, changed the title of § 34-19 from "Electively removed trees" to read as herein set out.~~

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**Sec. 34-1820. Dead tree removal on private property.**

The city shall have the right to cause the removal of any dead tree on private property within the city when such trees constitute a hazard to life or property. The city will notify, in writing, the owners of such trees. Removal shall be done by such owners at their own expense within 30 days after the date of service of notice. Upon the owner's failure to comply with such provisions, the city shall have the authority to remove such trees at a rate set by the city commission. The city manager or his/her designee shall keep an accurate account of expense incurred for each lot or parcel of land in carrying out the provisions of this section and such expense shall be charged against such lot or parcel and collected by giving notice thereof to the owner of the lot or parcel. If such expense or charge shall not be paid the same shall be assessed against the lot or parcel and collected as provided by section 12.22 of the city Charter.

( Ord. No. 2019-01 , 7-15-19)

**Sec. 34-1921. Diseased trees on private property.**

The city shall have the right to cause the removal or treatment of any diseased tree on private property within the city when such tree constitutes a hazard to life or property or harbors deadly insects or disease which constitutes a potential threat to other trees within the city. Treatment of a diseased tree shall include chemical treatment to render the disease or affliction non-threatening to any affected tree. The city will notify, in writing, the owners of such trees. Treatment or removal shall be done by such owners at their own expense within 30 days after the date of service of notice. Upon failure of owners to comply with such provisions, the city shall have the authority to treat or remove such trees and charge the cost of treatment or removal at a rate set by the city commission. The city manager or his/her designee shall keep an accurate account of expense incurred for each lot or parcel of land in carrying out the provisions of this section and such expense shall be charged against such lot or parcel and collected by giving notice thereof to the owner of the lot or parcel. If such expense or charge shall not be paid the same shall be assessed against the lot or parcel and collected as provided by section 12.22 of the city Charter.

( Ord. No. 2019-01 , 7-15-19)

~~**Sec. 34-22. Installation of street trees for new residential construction.**~~

- ~~(a) Residential property owners shall install a minimum of one new street tree at the effected property when a new construction home is built. If the right of way adjacent to the residential property is not suitable for the long term health requirements of a tree based on sections 34-13 through 34-15, the property owner shall pay into the tree fund at a rate set by the city commission.~~
- ~~(b) Residential property owners must choose one of the following tree replacement processes from the following three options:
  - ~~(1) Plant a tree before any certificate of occupancy is issued.~~
  - ~~(2) Pay into the tree fund prior to the issuance of any certificate of occupancy at a rate approved by the city commission.~~
  - ~~(3) Property owner plans to plant a tree within one year of final certification of occupancy issuance. Property owner pays a cash bond at a rate approved by the city commission before any certificate of occupancy is issued. The bond will be refunded once the tree is planted and the property owner notifies the city in writing of planting. If the tree is not planted within one year, the bond is forfeited to the tree fund.~~~~

( Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

**Sec. 34-2023. Tree protection standards during construction.**

- (a) When a building permit is required for work including accessory structure, addition, approach/drive, carport/porte cochere, deck, demolition, egress window, fence, foundation, land division/~~combination~~/reconfiguration, new construction, patio, parking lot, pergola, porch, pool, ground sign, or any other changes the lot coverage or floor area ratio of the property, existing private front yard and heritage trees shall be indicated on a boundary survey to include property boundaries, topography, and tree size, location, and species, and existing and proposed structure(s) and building envelope. The survey shall be submitted to the city with a tree protection plan in a compatible digital format. The tree protection plan shall be submitted at the time that building plans are submitted to the community development department for review. The tree protection plan shall include the location and type of protective barrier that will be used to protect the trees throughout construction.
- (b) During construction, a protective barrier shall be placed at the drip line of the street, park, and/or ~~front yard or heritage~~ private tree(s). The ground area within the drip line shall be maintained undisturbed from its pre-construction state.
- (c) Vehicles, materials, and equipment are prohibited from being stored in, staged in, or driven through the protected area of the ~~private front yard or heritage~~ tree. Practical difficulties shall be dealt with by the administration on a case-by-case basis.
- (d) If the protected area of the ~~front yard or heritage~~ private tree falls within the building envelope, every precaution shall be taken to preserve and protect the affected tree(s).

( Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

**DIVISION 4. ADMINISTRATION AND ENFORCEMENT**

**~~Sec. 34-24. Permits required.~~**

- ~~(a) A tree removal permit is required when any tree is planned for removal.
  - (1) Permits shall be obtained from the department of municipal services (DMS) on a form provided.
  - (2) DMS shall review the application for compliance with this chapter.
  - (3) DMS shall perform a site visit to measure and document the affected tree(s).
  - (4) DMS shall provide a report to the applicant detailing the trees planned for removal and any required replacement.
  - (5) After review, DMS shall issue a permit to applications that meet the requirements of this chapter.
  - (6) If replacement trees are required see [subsection] (c).~~
- ~~(b) A tree planting permit is required when trees are transplanted or planted.
  - (1) Permits shall be obtained from the department of municipal services (DMS) on a form provided. The application shall include a sealed site plan or boundary survey or sealed drawing that shows all property lines, pavement, hard surfaces, and the size, species, and location of the proposed tree(s) to be planted.
  - (2) DMS shall review the application for compliance with this chapter.~~



- (3) — After review, DMS shall issue a permit to applications that meet the requirements of this chapter.
- (e) — A tree replacement plan is required when replacement trees are required to be planted after tree(s) have been removed.
- (1) — Permits shall be obtained from the department of municipal services (DMS) on a form provided. The application shall include a scaled site plan or boundary survey or scaled drawing that shows all property lines, pavement, hard surfaces, and the size, species, and location of the proposed tree(s) to be planted.
- (2) — DMS shall review the application for compliance with this chapter.
- (3) — DMS shall provide a report to the applicant detailing how the replacement requirement shall be met.
- (4) — After review, DMS shall issue a permit to applications that meet the requirements of this chapter.
- (d) — A tree protection plan is required when a qualifying construction project is planned for a property.
- (1) — Permits shall be obtained from the department of municipal services on a form provided.
- (2) — The tree protection plan shall be submitted at the time that building plans are submitted to the community development department for review. The tree protection plan shall include a topographic boundary survey that shows which tree(s) are being protected during construction and the location and type of protective barrier that will be used to protect the trees throughout construction.
- (3) — After review, DMS shall issue a permit to applications that meet the requirements of this chapter.
- (4) — No building permit shall be issued until an approved tree protection plan permit has been issued.
- (e) — No tree shall be removed, replaced, transplanted, or planted unless a tree permit has been first issued for such work.
- (f) — When a building permit is required for any work that includes changes to lot coverage, floor area ratio, or hardscaping of the property, existing front yard and heritage trees shall be indicated on a boundary survey. The boundary survey shall include property boundaries; topography; the size, location, and species of each tree; existing and proposed structure(s); and building envelop. The survey shall be submitted to the city in a compatible digital format.
- (g) — The permit fees shall be set and reviewed annually by the city commission.
- (Ord. No. 2019-01, 7-15-19; Ord. No. 2020-06, 12-21-20)

### **Sec. 34-2125. Notice.**

The city manager or his/her designee shall notify, by first class mail or by posting notice in a conspicuous location on the property, the owner, agent or occupant of any lands on which a violation of this chapter is found to exist. Such notice shall require that the person having charge of such land to resolve any violations of this chapter; and shall contain a summary of the provisions of this chapter. Failure of the city manager or his/her designee to give notice shall not, however, constitute a defense to any action to enforce the payment of any penalty provided for, or debt created under, the provisions of this chapter. If the property is not in compliance with this article at the end of the period specified in the notice of violation, an appearance ticket may be issued.

(Ord. No. 2019-01, 7-15-19)

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**Sec. 34-~~2226~~. Penalty and enforcement.**

~~(a) The city shall have the right to enter property to investigate the removal of front yard or heritage trees on private property. The penalty for removal of front yard or heritage tree(s) without a required permit shall be a civil infraction plus a \$500.00 fine, per tree. In addition to the fine, the offender shall pay fair market replacement per front yard or heritage tree removed based on a minimum size of 18-inch DBH.~~

~~(b) A person who violates any provision of this chapter 34 or the terms or conditions of a permit is responsible for municipal civil infraction; and shall be subject to payment of not less than \$500.00, plus costs and other sanctions, for each infraction.~~

~~(c) Discretionally removed trees or trees that are intentionally damaged that are not replaced according to the provisions of this chapter require payment into the tree fund at the rate established by the city commission.~~

( Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

**Sec. 34-~~2327~~. Appeals.**

Any appeals to this chapter shall be submitted, in writing, to the city commission on a form provided by the city manager or his/her designee within 21 days of the administration's determination. Appeals cannot be made when a determination includes a healthy, safety, welfare concern.

( Ord. No. 2019-01 , 7-15-19)

**Sec. 34-~~2428~~. Severability.**

The various parts, sentences, paragraphs, sections, and clauses of this chapter 34 are hereby declared to be severable. If any part, sentence, paragraph, section, or clause of this chapter 34 is adjudged unconstitutional or invalid by any court or administrative agency of competent jurisdiction, the unconstitutionality or invalidity shall not affect the constitutionality or validity of any remaining provisions of this chapter 34.

( Ord. No. 2019-01 , 7-15-19)

**Secs. 34-~~2529~~—34-41. Reserved.**

RESOLUTION

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

WHEREAS The City Commission has adopted a key objective in their strategic plan to Grow a mature tree canopy, in order to help protect the public health and Welfare, and

WHEREAS The City Commission has been reviewing a number of programs and Ordinance Revisions as a part of this effort, and

WHEREAS The City Commission did hold a Public Hearing on proposed changes in what is Commonly known as the "Tree Ordinance." The public hearing was held on May 20, 2024.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby adopt at the second and final reading several changes in Part II of the Code of Ordinances, Chapter 34 – Environment, Trees as are attached to this Resolution.



## 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 Sincock, City Manager  
CC: *S:\Manager\Sincock Files\Memorandum - Roof Replacement City Hall 05-20-24.docx*  
Date: May 16, 2024  
RE: Roof Replacement at City Hall

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### Background

Following the April 16<sup>th</sup> City Commission meeting, staff has communicated with multiple local contractors regarding pricing for the roof at City Hall. Scheduling this project in the very near future seemed to be the biggest obstacle for those companies and as such did not provide pricing. Staff has followed up with Shaw Construction and worked with their network of subcontractors to obtain additional pricing.

During the site visits, it was determined that the transition area between the shingled roof and the rubber roof was also in need of repair and the roofing companies have provided that in their respective proposals. Additional work is required for the companies to guarantee their work on the roof as it is the transition area that poses the greatest infiltration issue.

The proposal from Shaw Construction to perform the Construction Management to include services such as supervision, dumpster, etc. as well as the sub-contractor(s) to perform the shingled and rubber roof repairs, in addition to the contract management of the sub-contractor, etc. is an amount not to exceed \$109,920.20. This amount does include a 5% contingency.

Municipal Services and Shaw Construction have provided updated cost estimates including the quotes from three (3) roofing companies and indications from two others that have passed on the opportunity to propose a cost estimate. All of this is included for reference.

### Recommendation

The City Administration recommends that the City Commission authorize a Construction Management contract with Shaw Construction for the replacement of the sloped, shingled roof, as well as the transition to the rubber roof at City Hall, with a total project cost not to exceed \$109,920.20. Funding for this endeavor will be drawn from the City Capital Improvement Fund.

We have drafted a proposed Resolution for the City Commission's consideration on this matter. If you have any queries prior to the meeting, please don't hesitate to contact me.



## Department of Municipal Services

1231 Goldsmith, Plymouth, MI

734-453-7737

dms@plymouthmi.gov

Date: May 16, 2024  
To: Paul J. Sincock, City Manager  
From: Chris Porman, Assistant City Manager/Director of Municipal Services  
Adam Gerlach, Assistant Director of Municipal Services  
Re: Roof Replacement at City Hall

### **Background:**

At the April 16<sup>th</sup>, City Commission meeting, the City Commission tabled the design-build project for the shingled roof at City Hall and directed the Administration to obtain additional pricing. Since that time city staff has met with multiple contractors seeking to obtain proposals for a design-build style project for the roof at City Hall. Two local contractors indicated they couldn't fit it into their schedule until much later this year and have not provided pricing. Another contractor who had performed roof services at Tonquish Creek Manor indicated they were not interested in the work and declined to come out and look at the scope.

We continued discussions with Shaw Construction and asked them for some additional names in the industry that might be willing to inspect and provide a proposal for roofing services. Since that time, we have met with multiple contractors who have provided pricing as seen in the attached estimate/proposal from Shaw Construction.

Please note that the scope of the project has changed slightly, and now includes an area of the rubber roof and the transition from the shingled roof to the rubber roof. The roofing companies that came out and looked the only way to guarantee the work was to include this area of work. Including this area also allows us to pay additional mobilization, dumpster, etc., if we split this into multiple projects. Of course, with the change in scope, there is the change in price.

Had the design build contract been previously awarded, we would have been in the same situation and would have had to return to the City Commission to seek the additional authorization to perform the work on the rubber roof following the inspections once the project would have been bid out.

The previous proposal from Shaw Construction was a not to exceed amount of \$82,775.00, whereas the new proposal including the pricing from multiple roofing companies which is listed in the attached proposal is an amount not to exceed \$109,920.20.

As you are aware, in the 2023-24 Budget, the sloped, shingled roof at City Hall was identified and added as a Capital Outlay Expense as shown on page 109, which is attached for reference. The budgeted amount was \$120,000.00, so even with the added repair to the rubber roof and transition, we are within the budgeted amount.

We are fortunate to have an extremely positive working relationship with Shaw Construction who helped us, in essence, bid out the roof work for no additional cost to the city. In utilizing their network of roofers, we were able to identify an area of concern prior to any work commencing and potentially build it into the scope of work for this project and have the proposal come in under budget.

**Recommendation**

We would recommend that we seek approval from the City Commission to award Shaw Construction a design build contract in an amount not to exceed \$109,920.20 as listed in the updated, attached proposal from Shaw Construction. This cost is inclusive of Shaw's construction management role, as well as certain items such as dumpster, etc. Shaw Construction has already helped us meet with various other roofing contractors and helped us obtain additional roofing pricing.

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



**GENERAL ESTIMATE**



**CONSTRUCTION & MANAGEMENT CO.**  
COMMERCIAL & INDUSTRIAL  
GENERAL CONTRACTORS

Project Name: City of Plymouth Roof Replacement  
Date: 4.4.24  
Estimator: TB

Description	Quan.	U.P. Mat	U.P. Labor	U.P. Sub.	Material	Labor	Sub	Total
<b>Mobilization</b>	1			\$2,500.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00
Pedestrian Control	1				\$0.00	\$0.00	\$0.00	\$0.00
Site Protection	1				\$0.00	\$0.00	\$0.00	\$0.00
<b>Carpentry</b>	1				\$0.00	\$0.00	\$0.00	\$0.00
Repairs to cupola- minor	1			\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00
Install nailer on parapet for flat roof	80			\$20.00	\$0.00	\$0.00	\$1,600.00	\$1,600.00
<b>Paint Cupola</b>	1			\$4,500.00	\$0.00	\$0.00	\$4,500.00	\$4,500.00
Prep/Caulk/Paint Cupola	1			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Misc.</b>	1				\$0.00	\$0.00	\$0.00	\$0.00
Remove/Reinstall/Reattach Lighting Rod	1			\$850.00	\$0.00	\$0.00	\$850.00	\$850.00
<b>Shingle Roof</b>	6800			\$8.00	\$0.00	\$0.00	\$54,400.00	\$54,400.00
Demo shingle	6800				\$0.00	\$0.00	\$0.00	\$0.00
Install new 25 year shingle	6800				\$0.00	\$0.00	\$0.00	\$0.00
<b>Rubber Roof</b>	850			\$25.00	\$0.00	\$0.00	\$21,250.00	\$21,250.00
Demo existing flat roof over stairs/restrooms	1				\$0.00	\$0.00	\$0.00	\$0.00
Install new rubber roof with insulation- R 30	1				\$0.00	\$0.00	\$0.00	\$0.00
New coping on parapet	1				\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTALS</b>					\$0.00	\$0.00	\$87,100.00	\$87,100.00
<b>Miscellaneous:</b>								
General Conditions 2%	1	\$1,500.00	\$1,500.00					
Permit 2%	0	\$0.00	\$0.00					
Supervision	48	\$78.00	\$3,744.00					
Laborer	24	\$60.00	\$1,440.00					
Equipment Rentals- 125' lift	1	\$3,500.00	\$3,500.00					
Final Cleaning	0	\$500.00	\$0.00					
Architectural/Engineering	0	\$0.00	\$0.00					
Dumpster	2	\$550.00	\$1,100.00					
Site Protection/ Traffic Control	0	\$500.00	\$0.00					
		<b>Total</b>	<b>\$11,284.00</b>					
							Total Mat, Labor, Sub's	\$87,100.00
							Miscellaneous	\$11,284.00
							<b>Sub-Total</b>	<b>\$98,384.00</b>
							Contingency 5%	\$4,919.20
							<b>Sub-Total + Overhead</b>	<b>\$103,303.20</b>
							Overhead and Profit 10%	\$10,330.32
							<b>Sub-Total + O.H. &amp; Profit</b>	<b>\$113,633.52</b>
<b>Alternates:</b>								
Excludes: Deck Repairs/Gutter Replacement								
							<b>Estimate Total</b>	<b>\$113,633.52</b>

SEE PAGE 2 →

City of Plymouth City Hall Roof Repl:

Shaw CM Job #XXXX 5.15.24

Spec	Description	Trade Contractor	Estimate	Bidder	Comments
1000	General Conditions	Shaw Construction	\$ 1,500.00	\$ 1,500.00	
	permits/fees	City/County	\$ -	\$ -	
	dumpster	2 Dumpster @ \$550 per	\$ 1,100.00	\$ 1,100.00	
	Supervision	48 hrs @ \$78.00phr.	\$ 3,744.00	\$ 3,744.00	
	Clean up	24 hrs @ \$60.00phr.	\$ 1,440.00	\$ 1,440.00	
	Final Cleaning		\$ -		
	Site Layout/Staking	Arch/Engineering	\$ -	\$ -	
	Temp Protection/ Site Safety		\$ 2,500.00	\$ 2,500.00	
	Testing		\$ -	\$ -	
	Equipment Rental		\$ 3,500.00	\$ 3,500.00	125' boom lift, one week with delivery
7000	Carpentry	Shaw Construction	\$ 3,600.00	\$ 3,600.00	Allowance
9000	Painting	Shaw Construction	\$ 4,500.00		lift provided by others, see equipment rental
		TD Painting	\$ 4,280.00	\$ 4,280.00	lift provided by others, see equipment rental
5000	Misc	Shaw Construction	\$ 850.00	\$ 850.00	remove/reattach lighting rod
7000	Roofing	Shaw Construction	\$ 75,650.00		demo/replace, no gutter work, leave existing
		Victors Roofing	\$ 48,417.00		shingle only
		Royal West Roofing	\$ 73,120.00		both roofs with coping
		MTD Roofing	\$ 72,655.00	\$ 72,655.00	booth roofs with coping
		RCI Roofing	\$ -		no bid, to busy
		Molnar			no bid, to busy
<b>Trade Contractor Sub-Total</b>			<b>\$ 98,384.00</b>	<b>\$ 95,169.00</b>	
	Contingency	Shaw	\$ 4,919.20	\$ 4,758.45	
	CM Fee	Shaw	\$ 10,330.32	\$ 9,992.75	
<b>Estimate Total</b>			<b>\$ 113,633.52</b>	<b>\$ 109,920.20</b>	

# MTD Construction Inc.

126 Summit St.

Brighton, MI. 48116

Office (810) 206-3162, Fax (810) 588-4307

[mtdconstructioninc@gmail.com](mailto:mtdconstructioninc@gmail.com)

Date: May 8, 2024

Shaw Construction  
13980 Farmington Rd  
Livonia, MI 48154

Attention: Mr. Ted Barker  
Phone: 734-425-6854

RE: CITY OF PLYMOUTH

## Proposal

We propose to furnish all labor, material, equipment, insurance and supervision to complete the following scope of work.

### Flat Roof- Per Google Earth sent with request

- Remove existing foam and built up roofing down to deck. Inspect deck and replace any structurally deficient deck as may be required. Deck replacement with new will be an additional cost per square foot depending on deck type. Wood deck will be \$75.00 per ¾" plywood, Steel deck will be an additional cost of \$14,50 per square foot installed. Gypsum deck will be an additional cost of \$25.00 per square foot installed.
- Furnish and install two layers of 2.6" (R-30) standard roof insulation adhered to deck using insulation adhesive.
- Furnish and install one layer of 1.5" iso attached to interior parapet wall below stone coping.
- Furnish and install a 1/8" full tapered insulation adhered to base layers of insulation using insulation adhesive to ensure proper drainage.
- Furnish and install .060 mil EPDM rubber per manufactures requirements for a full adhered roof system.
- Furnish and install new rubber base flashings to parapet walls., run membrane 4' up shingle slope.
- Furnish and install new wood nailer on top of existing stone copings.
- Furnish and install new 24 ga. Pre-finished Kynar 500 standard steel coping.

### Shingle Roof Area- Per Google Earth sent with request.

- Remove existing shingle down to wood deck. Inspect deck and replace any structurally deficient deck as maybe required. Wood deck replacement will be additional at \$75.00 per sheet using ½ plywood sheathing.

# MTD Construction Inc.

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[mtdconstructioninc@gmail.com](mailto:mtdconstructioninc@gmail.com)

- Furnish and install ice and water shield at eave 6 feet at eaves and 3 feet on either side of existing copper valleys.
- Furnish and install synthetic underlayment over wood substrate.
- Furnish and install new Owens Corning Tru-Def Duration (Estate Grey) laminate shingles.
- Furnish and install new hip and ridge caps to match shingle.
- Furnish and install new self-sealing neoprene soil pipe flashings.
- Shingle Warranty “Limited Manufactures Lifetime Warranty”. Upon completion provide MTD Construction Inc. (2) two-year workmanship warranty.

## EXCLUSIONS:

- New drip edge
- Permits
- ANYTHING Not Listed in The Above Scope of Work

We hereby propose to furnish the material and labor detailed above according to these specifications and pursuant to the Terms and Conditions contained herein for the sum price of see below for break out. This proposal is to remain valid for 30 days. MTD Construction Inc. reserves the right to change the proposal price due to the increased cost of Roofing & Sheet Metal materials at time of shipment if necessary.

Flat roof- Job price. \$34,130.00

Shingle roof- job price. \$38,525.00

Total for both flat and shingle roofs- \$72,655.00

Payment Terms: AIA Net 30 Progress

## TERMS AND CONDITIONS:

MTD Construction Inc. (hereinafter “MTD”) and Owner hereby agree as follows:

1. The person signing this Agreement has the authority to do so.
2. All material is guaranteed to be as specified. MTD is not responsible for lot variations.
3. This agreement is intended to be and does constitute the entire understanding of the parties and the parties are not bound by any oral expression or representations made by any party or agent of the



# MTD Construction Inc.

126 Summit St.

Brighton, MI. 48116

Office (810) 206-3162, Fax (810) 588-4307

[mtdconstructioninc@gmail.com](mailto:mtdconstructioninc@gmail.com)

- party, nor by any course of performance. No modification of this contract shall be binding upon any of the parties hereto unless the same be executed in writing and signed by the party to be charged.
4. This is not a satisfaction contract. MTD Construction Inc. (hereinafter "MTD") agrees to complete the work in a workmanlike manner. MTD is not responsible for failure or defects that result from work performed by others prior to, at the time of, or subsequent to work done under this agreement.
  5. Owner may request alterations, deviations, additions or omissions from the work specified herein by a written change order submitted to MTD to accept the requested changes. No change order shall be binding on MTD unless in writing and signed by Owner and an approved agent of MTD. If such additional work is added to this contract, it is agreed that the total price under this contract shall be increased by the price of the additional work and that all terms and conditions of this contract shall apply equally to such additional work.
  6. The terms of this Agreement shall control over any conflicting terms or conditions on a purchase order or other documents issued by Owner.
  7. MTD shall be considered to have completely and satisfactorily performed under this Agreement, and shall be entitled to immediate, full and final payment from Owner, upon either of the following, whichever occurs first: (a) If, within five (5) days after Owner's receipt of MTD's invoice, Owner does not notify MTD by certified mail at MTD's address above, that Owner disputes that the work has been completely and/or satisfactorily performed; or (b) the receipt by MTD of a writing signed by Owner which indicates that the work has been inspected and accepted by Owner. In the event Owner claims any warranty and/or workmanship defects, Owner may retain up to 5% of the remaining balance due on the contract (not to exceed \$500.00) until corrections have been made.
  8. MTD's sole responsibility shall be to provide replacement material for any defective material and shall have no responsibility for any incidental or consequential damages resulting from the installation of material, or by losses incurred by strikes, accidents, or delays beyond MTD's control. Owner to carry fire, tornado and other necessary insurance. MTD workers are fully covered by workers compensation insurance. Owner shall indemnify and hold MTD, its employees, agents and representatives harmless from and against all claims from bodily injury, including death, and property damage arising from the job. Owner shall not be required to indemnify MTD, or hold it harmless for damages or injuries, including death, caused solely and exclusively by the negligence of MTD.
  9. In the event Owner is in default of any of the terms of this contract, MTD may, in addition to any other remedies provided by law, enforce the terms of this contract and, should collection of any sum due on this contract be required, Owner agrees to pay to MTD all of its collection costs, including actual attorneys' fees and interest at the rate of one and one-half percent (1-1/2%) per month, eighteen percent (18%) per annum, or at the highest rate permitted by law, from the date payment was due until actually collected in fully by MTD.

I have read and understand the foregoing Terms and Conditions of this contract and hereby authorize MTD to proceed with the work as detailed herein.

MTD Construction Inc.



Accepted by: Ray Pottorff  
Its: Estimator / Project Manager  
Date: 5/8/2024

\_\_\_\_\_  
Owner's Signature  
Date:



# Royal-West Roofing & Sheet Metal

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May 10, 2024

Ted Barker  
Shaw Construction and Management Co.  
13980 Farmington Rd  
Livonia, MI 48154

Re: Plymouth City Hall

We propose the following specifications and pricing for the above-referenced project.

## **Flat Roof Area**

1. Remove existing foam and BUR roof system, insulation, flashing, and sheet metal down to the metal decking and legally dispose offsite.
2. Inspect metal decking for signs of deterioration.
3. Install 1/4" per foot tapered insulation system.
4. Install two layers of 2.6" polyisocyanurate insulation for min R-30. Insulation to be mechanically fastened to the metal decking.
5. Install insulation on parapet walls to flush out backside, and two layers of 3/4" plywood on top of existing stone cap.
6. Install 60 mil EPDM fully adhered roof system per the manufacturer requirements.
7. Install new flashing on roof penetrations and parapet walls.
8. Fabricate and install 24-gauge pre-finished fascia system on parapet walls.
9. Provide new 24-gauge pre-finished slip flashing on existing curbs as needed.
10. Provide 20-year manufacturer warranty on roof system.

**Price: \$27,490.00**

## ***Unit Cost***

1. Remove and replace deteriorated metal decking if needed at \$8.50 LF.

## ***Clarifications.***

1. New sheet metal color to be selected from manufacturer's standard color chart.

## **Shingle Roof Area**

1. Remove existing shingles down to the decking.
2. Install GAF ice guard 6' to eaves, valleys and under flashings.
3. Install GAF felt buster on remainder of decking.
4. Install 25-year GAF shingle in manufacturers standard color.
5. Install new flashing on vent stacks and provide new shingle vents.
6. The existing copper gutter system and flashing to remain in place.

**Price: \$45,630.00**

## ***Unit Cost***

1. Replace deteriorated plywood decking at \$65.00 per sheet.

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

Thank you,

Jason Wilkerson

51 Summit Street  
Brighton, Mi 48116  
Ph. 810.360.0412 Fax 810.588.4255  
[www.royalwestroofing.com](http://www.royalwestroofing.com)

## Gerlach, Adam

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**From:** Ted Barker <tbarker@shawcm.com>  
**Sent:** Thursday, May 16, 2024 2:40 PM  
**To:** Gerlach, Adam  
**Subject:** City of Plymouth Roofing Bid Results  
**Attachments:** Bid Summary Plymouth City Hall Roof Replacement v2.0 SCM 5.16.24.pdf; Plymouth City Hall Cupola. 5142024.pdf.pdf; Plymouth City Hall.doc; Shaw- City of Plymouth- Proposal.pdf; City of Plymouth City Hall Roof Replacement Budget SCM 4.4.24.pdf

For the budget summary that doesn't change, it was how we create our control measures, it is sent by us to explain where we thought cost came in. It will match the left column on the bid summary.

Got this from Victors Roofing- Estimator Kory Solomon

\$48,417 city hall

Thank you ,  
Kory Solomon

This is from RCI Roofing

Shawn,

I hate to turn down a bid opportunity, but we will not be able to get this bid in.

My apologies.

Yours,

Mark Jeffries, HCI-C/W  
Estimator  
**RCI Roofing and Sheet Metal, Inc.**  
123 Brighton Lake Rd., Ste 101  
Brighton, MI 48116  
Cell: 810-560-2411  
Phone: 810-220-2300 Fax: 810-220-4829

Theodore V. Barker, AC | President  
**Shaw Construction and Management Co.**  
Phone 734.425.6854 | Cell 734.260.0758 | Email [tbarker@shawcm.com](mailto:tbarker@shawcm.com)  
13980 Farmington | Livonia, MI 48154

**Managed.Built Together.Satisfaction**

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# Proposal



5/14/2024  
Shaw Construction & Management Co.

Attn: Ted Barker

Re: Plymouth City Hall Cupola.

Following is a proposal by TD Painting and Wallcovering Inc. for work to be completed at the above referenced project as per Scope and Clarifications, and applicable standards as adopted by the Painting Contractors Association.

## Scope and Clarifications:

### 1. Paint Cupola on roof. (Roof Access provided by Shaw)

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	<b>Subtotal:</b>	<b>\$4,280.00</b>
	<i>*0% Tax:</i>	<i>\$0.00</i>
<b>TOTAL</b>		<b>\$4,280.00</b>

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RESOLUTION

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

WHEREAS The City of Plymouth operates several buildings and from time to time there is  
A need to complete maintenance/upgrades on the buildings, and

WHEREAS The City Hall Building needs the sloped, shingled roof replaced, in addition to the transition  
Area to the rubber roof area, and

WHEREAS The City Staff has engaged with Shaw Construction to submit a proposal for a Construction  
Management contract including cost proposals from other roofing companies to complete  
the Required work.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby  
authorize a Construction Management contract with Shaw Construction for replacement of  
the sloped, shingled roof in addition to the transition to the rubber roof at city hall in the  
amount not to exceed \$109,920.20. Funding for this repair is authorized from the City's  
Capital Improvement Fund.



## Administrative Recommendation

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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  
Fax 734-455-1892

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: *S:\Manager\Sincock Files\Memorandum - Cultural Center LED Retrofit lighting project - Grant Funded - 05-20-24.docx*  
Date: May 15, 2024  
RE: Cultural Center LED Light Retrofit Project – Grant Funded

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### Background

The City Commission has previously approved an Intergovernmental Agreement (IGA) with Wayne County for grant funding of \$21,941 for a LED lighting retrofit at the Plymouth Cultural Center. The city staff has reviewed the project and developed a plan to retrofit a number of the lighting fixtures at the Cultural Center. This project will help further reduce the carbon footprint of the facility and will result in a 50% energy savings per newly installed fixture.

This project fits within the City Commission's strategic plan for sustainable infrastructure, with the object of eco-friendly, sustainable projects, which are environmentally aware. The City Commission has been consistently reducing the carbon footprint of the Cultural Center, ever since we installed the Geo-Thermal Ice Plant at the facility.

We have attached a memorandum from Steve Anderson, which provides significant background on the proposed project.

### Recommendation

The City Administration recommends that the City Commission authorize a contract with Green Electrical Solutions in the amount of \$21,652.66 for the Cultural Center LED Retrofit Project. Funding for this project will come from grant funding through the Wayne Country Parks Millage, in accordance with the Intergovernmental Agreement with Wayne County.

We have attached a proposed Resolution for the City Commission to consider regarding this project. If you have any questions in advance of the meeting, please feel free to contact Steve Anderson or myself.




# CITY OF PLYMOUTH

www.plymouthmi.gov

Recreation Department  
Plymouth Cultural Center  
525 Farmer  
Plymouth, MI 48170

Phone 734-455-6620

## Memo

To: Paul Sincock, City Manager  
From: Steve Anderson, Recreation Director   
CC:  
Date: 5/13/2024  
Re: Cultural Center LED Retrofit Project – Wayne County Parks Millage Funds

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As you are aware, the City Commission has previously approved an Intergovernmental Agreement (IGA) with Wayne County for the 2024 Parks Millage Funds in the amount of \$21,941.00 for a LED lighting retrofit of the Plymouth Cultural Center. We anticipate the executed inter-governmental agreement (IGA) to return from Wayne County within the week.

The current lighting in the “Cultural Center” side of the building is over 20 years old and is comprised of fluorescent tube lighting fixtures, parabolic florescent tube lighting fixtures and incandescent can light fixtures. Most of the lighting fixtures are original to the building built in 1972. With today’s technology, we can change out the current florescent lighting with LED retrofits, reduce the carbon footprint of the city as well as realizing at least a 50% energy savings per fixture.

We put out for sealed bids for the materials and electrician labor to complete the project. The materials include LED flat panels, LED hybrid “tubes” and LED can light retrofit kits (see specs). For the electrician services, we had specific descriptions on the services required with one “alternate” as a fall back in case the labor came in above the allocated amount from the county (see attached). Thankfully, all the pricing came in right on the mark.

The project bidding was done by sealed bid, was posted in the Detroit Legal News (see attached), was posted on the City web page and was also e-mail blasted through the City list serve system. We had three bidders on the project:

- Shaw Construction - Livonia
- Allied Building Services – Detroit
- Green Electrical Solutions – Milford

The bidding was exceptionally competitive with low bid and second bid within a span of \$228.86. The total bid includes materials and electrician's labor. (see attached bid sheets).

With this being the case, we would like to recommend that the City Commission accept the sealed bid submitted by Green Electrical Solutions in the amount of \$21,652.66. We have worked with Green Electrical Solutions in the past and their work has always exceeded our expectations.

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

**UNOFFICIAL BID RESULTS**

**Bid Opening:** LED Retrofit of Plymouth Cultural Center Lighting with Electrician Services  
**Date/Time:** Thursday, May 9, 2024 2:00 p.m.

Attendees: Steve Anderson  
 Sue Campbell

BIDDER:	SHAW Construction & Management Co.	Allied Building Service Company of Detroit, Inc.	Green Elect Solutions
<b>EQUIPMENT: For LED Lighting Equipment (Delivery included in per case/unit cost)</b>			
RAB Model #: T34FA-2x4 (LED Recessed Flat Panel)	PER CASE PRICE \$ 126.86	\$ 150.00	\$ 183.21
RAB Model#: T8-15-48G-8CCT-HYB (LED Linear Tube)	PER CASE PRICE \$ 274.50	\$ 320.00	\$ 282.03
RAB Model#: R34-6B (LED Recessed Can Retrofit)	PER UNIT PRICE \$ 7.43	\$ 15.00	\$ 8.20
RAB Model #: R34-4B (LED Recessed Can Retrofit)	PER UNIT PRICE \$ 6.65	\$ 12.07	\$ 7.15
<b>LABOR: For Electrical Services as described in bid document</b>			
Installation of all listed RAB LED Recessed Flat Panels	BID AMOUNT \$ 2,794.00	\$ 4,400.00	\$ 27,800.00
Installation of all listed RAB LED Linear Tubes (with ballast removal and direct wiring)	BID AMOUNT \$ 8,092.00	\$ 12,100.00	\$ 5,950.00
Installation of all listed RAB LED Linear Tubes ALTERNATE #1	BID AMOUNT \$ 3035.00	No Bid	\$ 2,880.00
Installation of all listed RAB LED Recessed Retrofits (can lights)	BID AMOUNT \$ 1,527.00	\$ 1,579.20	\$ 1,920.00
<b>DISPOSAL: Proper disposal of lamps, ballast, or any other hazardous materials</b>			
Fee for proper removal and disposal as listed in specification	FEE \$ 1,150.00	\$ 1,500.00	\$ 1,250.00

## PCC LED RETROFIT - Bid Tabulation

*Labor with no Alternate #1*

	<b>Materials</b>	<b>Labor with no Alternate #1</b>	<b>Total</b>
<b>Shaw Constuction</b>	\$ 8,318.52	\$ 13,563.00	\$ 21,881.52
<b>Allied Building Services</b>	\$ 10,230.70	\$ 19,579.00	\$ 29,809.70
<b>Green Electrical</b>	\$ 9,752.66	\$ 11,900.00	\$ 21,652.66



## LED Retrofit Materials Bid Listing

### Shaw Constuction

RAB Model #: T34FA-2x4 (LED Recessed Flat Panel)	\$ 126.86	22	\$ 2,790.92
RAB Model #: T8-15-48G-8CCT-HYB (LED Linear Tube)	\$ 274.50	18	\$ 4,941.00
RAB Model #: R34-6B (LED Recessed Can Retrofit)	\$ 7.43	70	\$ 520.10
RAB Model #: R34-4B (LED Recessed Can Retrofit)	\$ 6.65	10	\$ 66.50

**Shaw Materials Total** \$ 8,318.52

### Allied Building Services

	<u>Per Case Bid</u>	<u>Cases Needed</u>	<u>Total</u>
RAB Model #: T34FA-2x4 (LED Recessed Flat Panel)	\$ 150.00	22	\$ 3,300.00
RAB Model #: T8-15-48G-8CCT-HYB (LED Linear Tube)	\$ 320.00	18	\$ 5,760.00
RAB Model #: R34-6B (LED Recessed Can Retrofit)	\$ 15.00	70	\$ 1,050.00
RAB Model #: R34-4B (LED Recessed Can Retrofit)	\$ 12.07	10	\$ 120.70

**Allied Materials Total** \$ 10,230.70

### Green Electrical

	<u>Per Case Bid</u>	<u>Cases Needed</u>	<u>Total</u>
RAB Model #: T34FA-2x4 (LED Recessed Flat Panel)	\$ 183.21	22	\$ 4,030.62
RAB Model #: T8-15-48G-8CCT-HYB (LED Linear Tube)	\$ 282.03	18	\$ 5,076.54
RAB Model #: R34-6B (LED Recessed Can Retrofit)	\$ 8.20	70	\$ 574.00
RAB Model #: R34-4B (LED Recessed Can Retrofit)	\$ 7.15	10	\$ 71.50

**Green Electrical Total** \$ 9,752.66

# LED Retrofit Labor Bid Listing

## Shaw Constuction

	<u>Labor Bid</u>
Installation of all listed RAB LED Recessed Flat Panels	\$ 2,794.00
Installation of all listed RAB LED Linear Tubes	\$ 8,092.00
Installation of all listed RAB LED Recessed Retrofits	\$ 1,527.00
Disposal	\$ 1,150.00
<b>Shaw Labor Total - No Alternate</b>	<b>\$ 13,563.00</b>

	<u>Labor Bid</u>
Installation of all listed RAB LED Recessed Flat Panels	\$ 2,794.00
Installation of all listed RAB LED Linear Tubes - <b>Alternate #1</b>	\$ 3,035.00
Installation of all listed RAB LED Recessed Retrofits	\$ 1,527.00
Disposal	\$ 1,150.00
<b>Shaw Labor Total - With Alternate #1</b>	<b>\$ 8,506.00</b>

## Allied Building Service

	<u>Labor Bid</u>
Installation of all listed RAB LED Recessed Flat Panels	\$ 4,400.00
Installation of all listed RAB LED Linear Tubes	\$ 12,100.00
Installation of all listed RAB LED Recessed Retrofits	\$ 1,579.00
Disposal	\$ 1,500.00
<b>Allied Building Service - No Alternate</b>	<b>\$ 19,579.00</b>

	<u>Labor Bid</u>
Installation of all listed RAB LED Recessed Flat Panels	\$ 4,400.00
Installation of all listed RAB LED Linear Tubes - <b>Alternate #1</b>	<b>No Bid</b>
Installation of all listed RAB LED Recessed Retrofits	\$ 1,579.00
Disposal	\$ 1,500.00
<b>Allied Building Service - With Alternate #1</b>	<b>Incomplete Bid</b>

## Green Electric

	<u>Labor Bid</u>
Installation of all listed RAB LED Recessed Flat Panels	\$ 2,780.00
Installation of all listed RAB LED Linear Tubes	\$ 5,950.00
Installation of all listed RAB LED Recessed Retrofits	\$ 1,920.00
Disposal	\$ 1,250.00
<b>Green Electric - No Alternate</b>	<b>\$ 11,900.00</b>

	<u>Labor Bid</u>
Installation of all listed RAB LED Recessed Flat Panels	\$ 2,780.00
Installation of all listed RAB LED Linear Tubes - <b>Alternate #1</b>	\$ 2,880.00
Installation of all listed RAB LED Recessed Retrofits	\$ 1,920.00
Disposal	\$ 1,250.00
<b>Green Electric - With Alternate #1</b>	<b>\$ 8,830.00</b>

OAKLAND COUNTY LEGAL NEWS  
AFFIDAVIT OF PUBLICATION

In the Matter of:

CITY OF PLYMOUTH  
NOTICE TO BIDDERS CULTURAL CENTER  
LIGHTING

STATE OF MICHIGAN  
COUNTY OF OAKLAND

Valerie Shaver, an employee of the publisher of Detroit Legal News, having knowledge of the facts, being duly sworn, deposes and says that a notice, a true copy of which is annexed hereto, was published in: Detroit Legal News, a newspaper printed and circulated in said State and Wayne County, on April 25, 2024 A.D. and that she is the principal clerk of the printers of said newspaper and knows that facts stated herein.



Valerie Shaver

**NOTICE TO BIDDERS - CITY OF PLYMOUTH**

Notice is hereby given that the City of Plymouth, Michigan will accept sealed bids up until 1:30 p.m., Thursday May 9, 2024. The bid opening will be at 2:00 p.m., Thursday May 9, 2024 for the following:

**LED RETROFIT OF PLYMOUTH CULTURAL CENTER  
LIGHTING WITH ELECTRICIAN SERVICES**

Bid location is Plymouth City Hall, 201 S. Main St., Plymouth, MI 48170 Specifications and bid documents are also available here at during normal business hours. You may also download a copy of the documentation from the City's website at: <https://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 - City Clerk

Publish: 4/25/2024

Subscribed and sworn before me this 26th day  
of April A.D., 2024



Jennifer Dado

Notary Public Oakland County, Michigan.  
My Commission expires: January 25, 2026  
Acting in Oakland County, Michigan.



## NOTICE TO BIDDERS CITY OF PLYMOUTH



Notice is hereby given that the City of Plymouth, Michigan will accept sealed bids up until 1:30 p.m., Thursday, May 9, 2024. The bid opening will be at 2:00 p.m., Thursday, May 9, 2024 for the following:

### **LED RETROFIT OF PLYMOUTH CULTURAL CENTER LIGHTING WITH ELECTRICIAN SERVICES**

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 - City Clerk  
City of Plymouth  
201. S. Main  
Plymouth, MI 48170

## **RAB LED Fixtures, Lamps and Can Lighting**

**Alternate LED products other than listed will NOT be accepted.**

\*\*\*Delivery of all fixtures, lamps and can lighting to the Plymouth Cultural Center, 525 Farmer, Plymouth MI, 48170 **is to be included in per unit pricing.**

### **RAB LED Flat Panel Fixtures**

Model #: T34FA-2x4

Fixture to be recessed into T-grid ceilings.

**Case Qty (2 fixtures per case): 22 cases (44 total fixtures)**

### **RAB LED Linear Tubes**

Model #: T8-15-48G-8CCT-HYB

Linear Tube to be installed in current fixtures.

**Case Qty (25 tubes per case): 18 cases (450 total linear tubes)**

### **RAB LED Recessed Retrofit for existing can lighting.**

Model #: R34-6B

6" Can Retrofit to be installed in current fixtures.

**Case Qty (1 unit per case): 70 Units**

Model #: R34-4B

4" Can Retrofit to be installed in current fixtures.

**Case Qty (1 unit per case): 10 Units**



## Electrician Services

- All electrical service must only be performed by an electrician(s) licensed by the State of Michigan. All applicable building codes must be observed.
- Electrician licensing may require verification by the City Staff prior to bids being awarded.
- The vendor will be required to pull an electrical permit with the City of Plymouth Building Department. All fees for the permit will be waived by the city.
- City will supply the vendor with a 2-man scissor lift (Genie GS-2632) for areas that will accommodate scissor lift access. Lift to be returned to garage and plugged in at the end of day.
- All other areas will require the vendor to supply their own 6', 8', 10' or 12' ladders and equipment.
- **Tour of the work areas can be arranged by appointment ONLY with Recreation Director, Steve Anderson at 734-455-6620 x 302 or by e-mail: [sanderson@plymouthmi.gov](mailto:sanderson@plymouthmi.gov)**
- All common electrical supplies (wire nuts, wire, electrical tape....) is to be included in the bid pricing submitted.

## Installation of RAB LED Flat Panel Fixtures

A total of 40 - Model T34FA-2x4 fixtures to be installed in the:

- Card Room,
- Cultural Center (fireplace area) Main Hallway
- Cultural Center Arena Main Entryway
- Recreation Department Offices

Old existing fixtures and lamps to be removed disposed of by vendor (\*see description of disposal)

LED Fixture to be direct wired and placed into pre-existing T-grid ceiling opening.

Wattage and Kelvin settings to be determined by Rec Dept. Staff.

Lighting switches in Card Room to be field adjusted as needed.

All wire clipping and other items dropped on the floor must be swept up and properly disposed of at the end of the workday. Areas to be left safe for the public and staff.

Cardboard and other packaging to be disposed of by vendor. City dumpster may be used for packaging products with prior city staff approval.

## **RAB LED Linear Tubes**

Old fluorescent lamps to be removed and disposed of by vendor (\*see description of disposal)

Ballast to be removed from each fixture and fixture to be direct wired. Ballast to be disposed of (\*see description of disposal) **(Also see alternate bid #1 to this requirement)**

Model T8-15-48G-8CCT-HYB LED Linear Tubes to be placed into current fixtures after wiring has been completed.

Existing fixtures located in:

- Fitness Room, Fitness Room East Closet
- Card Room Closet
- Main Reception Room, Reception Room East Closet
- Main Air Handling Room
- Kitchen, Kitchen Pantry
- Main Entry- Concession Area
- Sign in Counter Area, Clerk's Office / Control Room
- Concession Stand, Concession Back Room
- Ice Arena - Emergency Door Lights, Skate Room, Old Zam Garage, Arena Storage Rooms (4), Locker Room 5 & 6, Girls Changing Room, New Zam Garage, Tool Room, New Zam Garage Mechanical Room, Varsity Locker Room
- Main Mechanical Room, Water Tower Room, Sport Equip. Closet, Electrical Room
- Recreation Office Closet

Lenses to be placed back in the fixture for normal operation when completed.

Wattage and Kelvin settings to be determined by Rec Dept. Staff per room.

All wire clipping and other items dropped on the floor must be swept up and properly disposed of at the end of the workday. Areas to be left safe for the public and staff.

Cardboard and other packaging to be disposed of by vendor. City dumpster may be used for packaging products with prior city staff approval.

## **RAB LED Linear Tubes - ALTERNATE #1**

Ballast are **not** removed from the fixture by the vendor.

Fluorescent lamps are switched out with LED Linear Tubes. Wattage and Kelvin settings to be determined by Rec Dept. Staff.

Fixture lenses placed back in the fixture for normal operation when completed.

Cardboard and other packaging to be disposed of by vendor. City dumpster may be used for packaging products with prior city staff approval.

Old existing fluorescent lamps to be removed and disposed of by vendor (\*see description of disposal)



## **RAB LED Recessed Retrofit for existing can lighting.**

A total of 70-Model R34-6B and 7-Model R34-4B to installed in the:

- Cultural Center (fireplace area) Main Hallway
- Cultural Center Arena Main & Concession Area
- Reception Room

Old existing trim and lamps to be removed and disposed of by vendor (\*see description of disposal)

Fixture to be recessed into pre-existing opening of corresponding size.

Keivin settings to be determined by Rec Dept. Staff.

All wire clipping and other items dropped on the floor must be swept up and properly disposed of at the end of the workday. Areas to be left safe for the public and staff.

Cardboard and other packaging to be disposed of by vendor. City dumpster may be used for packaging products with prior city staff approval.

## **Disposal of all replaced fixtures, ballast and lamps.**

Vendor will be responsible for the proper disposal of all replaced fixtures, ballast, and lamps.

Any lamps and ballast that have hazardous materials (mercury, PCB's or any other hazardous materials) must be disposed of with a proper disposal company. **Verification of proper disposal of hazardous material will be required by the city staff.**

Old trim and non-hazardous fixtures are to be removed and properly disposed of off-site. City dumpsters may NOT be used for disposal.

Cardboard and other packaging to be disposed of by vendor. City dumpster may be used for packaging products with prior city staff approval.

# City of Plymouth Proposal Form

## RETROFIT OF PLYMOUTH CULTURAL CENTER LIGHTING PROJECT

**Completed bid packet due to City Clerk by: 1:30 p.m., Wednesday, May 1, 2024**

- Please provide pricing for LED equipment, labor, and disposal in table below
- Completed Non-Collusion Affidavit
- Submit three (3) copies of the proposal form.

Bidder Company Name:	
Address:	
Phone Number:	
Email Address:	
Contact Person:	

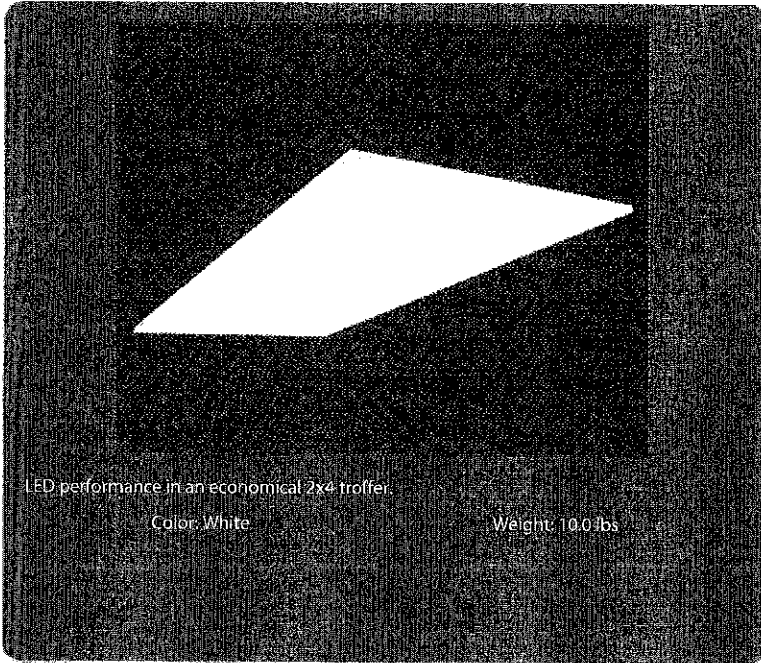
<b>Bid Pricing</b>	
<b>For LED Lighting Equipment (Delivery included in per case/unit cost)</b>	
RAB Model #: T34FA-2x4 (LED Recessed Flat Panel) <b>PER CASE PRICE</b>	\$
RAB Model #: T8-15-48G-8CCT-HYB (LED Linear Tube) <b>PER CASE PRICE</b>	\$
RAB Model #: R34-6B (LED Recessed Can Retrofit) <b>PER UNIT PRICE</b>	\$
RAB Model #: R34-4B (LED Recessed Can Retrofit) <b>PER UNIT PRICE</b>	\$

<b>Bid Pricing</b>	
<b>For Electrical Services as described in bid document</b>	
Installation of all listed RAB LED Recessed Flat Panels, Bid Amount-	\$
Installation of all listed RAB LED Linear Tubes (with ballast removal and direct wiring) Bid Amount-	\$
Installation of all listed RAB LED Linear Tubes <b>ALTERNATE #1</b> Bid Amount -	\$
Installation of all listed RAB LED Recessed Retrofits (can lights) Bid Amount-	\$

<b>Bid Pricing</b>	
<b>Proper disposal of lamps, ballast, or any other hazardous materials</b>	
Fee for proper removal and disposal as listed in specification	\$

I affirm that I have the authority to submit this bid to the City of Plymouth for the items 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:	
Printed Name of Authorized Agent:	
Date:	



Project:

Type:

Prepared By:

Date:

**Driver Info**

Type	Constant Current
120V	0.34A
208V	0.20A
240V	0.17A
277V	0.15A
Input Watts	28.4-47.4W

**LED Info**

Watts	40W
Color Temp	3500K/4000K/5000K
Color Accuracy	81-84 CRI
L70 Lifespan	50,000 Hours
Lumens	3833-6027 lm
Efficacy	120.3-139 lm/W

**Technical Specifications**

**Field Adjustability**

**Field Adjustable:**

Field Adjustable Light Output:  
 2' x 4': 50W/40W/30W (factory default 40W)  
 Color temperature selectable by 3500K, 4000K and 5000K (factory default 4000K)

**Compliance**

**UL Listed:**

Suitable for damp locations

**CCEA Compliant:**

Luminaire Requirements used in Environmental Air Space per the electrical code specification of the City of Chicago

**IESNA LM-79 & LM-80 Testing:**

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

**Trade Agreements Act Compliant:**

This product is a product of Cambodia and a "designated country" end product that complies with the Trade Agreements Act

**DLC Listed:**

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities. Designed to meet DLC 5.1 requirements.  
 DLC Product Code: S-4LATM2

**Construction**

**IC Rated:**

Suitable for direct contact with insulation

**Cold Weather Starting:**

The minimum starting temperature is -20°C (-4°F)

**Maximum Ambient Temperature:**

Suitable for use in up to 40°C (104°F)

**Lens:**

Frosted polystyrene

**Housing:**

Plastic frame & galvanized steel back housing

**Finish:**

White

**Mounting:**

Recessed into T-grid ceiling. Surface and recessed mounting kits available for drywall ceilings.

**Green Technology:**

Mercury and UV free. RoHS-compliant components.

**LED Characteristics**

**LEDs:**

Long-life, high-efficacy, discrete, surface-mount LEDs

**Performance**

**Lifespan:**

50,000-Hour LED lifespan based on IES LM-80 results and TM-21 calculations

**Wattage Equivalency:**

Equivalent to (3) F32T8 or (3) F28T5

**Electrical**

**Drivers:**

30W: Constant Current, Class 2, 120-277V, 50/60 Hz, 120V: 0.25A, 208V: 0.15A, 240V: 0.13A, 277V: 0.11A  
 40W: Constant Current, Class 2, 120-277V, 50/60 Hz, 120V: 0.34A, 208V: 0.20A, 240V: 0.17A, 277V: 0.15A  
 50W: Constant Current, Class 2, 120-277V, 50/60 Hz, 120V: 0.42A, 208V: 0.25A, 240V: 0.21A, 277V: 0.18A

**Dimming Driver:**

Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims down to 10%.

**THD:**

7.89% at 120V, 6.23% at 277V

**Power Factor:**

99.32% at 120V, 95.1% at 277V

**Technical Specifications (continued)**

**Other**

**Note:**

All values are typical (tolerance +/- 10%)

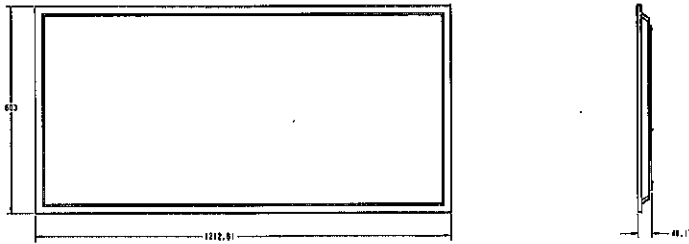
**5 Yr Limited Warranty:**

The RAB 5-year, limited warranty covers light output, driver performance and paint finish. RAB's warranty is subject to all terms and conditions found at [rablighting.com/warranty](http://rablighting.com/warranty).

**Buy American Act Compliance:**

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

**Dimensions**

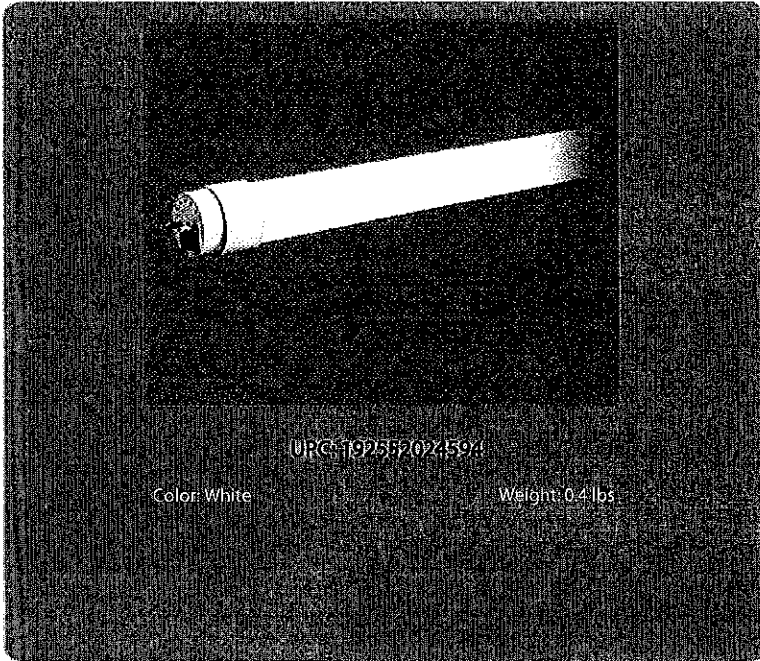


**Features**

- 0-10V dimming
- 50,000-Hour LED lifespan
- 5-Year, limited warranty
- 2 per case, must order in case quantity increments

**Ordering Matrix**

Family	Size/Wattage	Color Temp	Finish	Voltage	Options
T34FA	2X4	Blank = 3500K/4000K/5000K	Blank = White	Blank = 0-10V Dimming, 120-277V	Blank = No Option /LC = Lightcloud® Control /LCB = Lightcloud® Blue Enabled /MVS = Microwave Occupancy Sensor /E = Battery Backup
	2X2 = 2' x 2' 40/30/20W 1X4 = 1' x 4' 40/30/20W 2X4 = 2' x 4' 50/40/30W				



Project:

Type:

Prepared By:

Date:

### Technical Specifications

#### Performance

##### Product Type:

Linear Tube

##### Input Wattage:

15W

##### Lumens (Nominal):

6500K: 2,133lm

5000K: 2,218lm

4000K: 2,200lm

3500K: 2,186lm

3000K: 2,124lm

##### L70 Lifespan:

50,000-Hour LED lifespan based on IES LM-70 results

##### Wattage Equivalency:

32W Fluorescent

#### Other

##### Efficacy:

6500K: 146lm/W

5000K: 151lm/W

4000K: 150lm/W

3500K: 149lm/W

3000K: 145lm/W

##### Compatible Products:

See Dimmer and Ballast compatibility lists.

#### Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at [rablighting.com/warranty](http://rablighting.com/warranty).

#### Note:

All values are typical (tolerance +/- 10%)

#### Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

#### Electrical

##### THD:

≤25%

##### Power Factor:

>0.9

##### Dimmable:

Yes

##### Dimming Type:

Type B @ 120V only, 0-10V & Phase cut

#### Input Voltage:

Type A: Ballast dependent

Type B: 120-277V

#### Operating Frequency:

60Hz

#### Operating Temperature:

-4°F to 113°F (-20°C to 45°C)

#### Flicker:

<40%

#### LED Characteristics

##### Color Temperature:

Field adjustable via dip switch

3000K/3500K/4000K/5000K/6500K

##### Color Accuracy (CRI):

>80 CRI

##### R9 Value:

High color performance with R9 no less than 0

##### Color Consistency:

<6-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color

## Technical Specifications (continued)

### Color Stability:

LED color temperature is warranted to shift no more than 200K in color temperature over a 5-year period

### Color Uniformity:

RAB's range of Correlated Color Temperature follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

## Installation

### Installation Method:

UL Type A+B, Hybrid

## Construction

### Base Type:

G13

### Nominal Length:

4 ft

### Bulb Shape:

T8

### Endcap Material:

Plastic

### Enclosure Material:

Glass

### Lens Finish:

Frosted

## Compliance

### Listings:

UL Listed, UL Classified

### Environment:

Suitable for use in dry and damp environments

### Fixture Rating:

Suitable for use in enclosed fixtures

### Model Number for Certification:

T10371(T8-15-48G-8CCT-HYB)

### California Energy Commission (CEC) Status:

Lawful for Sales in California

### NSF Listed:

Meets NSF/ANSI standards for use in Food Zone (non-contact), Splash, and Non-Food Zones. Tube guard required in open fixtures.

### RoHS:

Mercury and UV free, RoHS-compliant components.

### FCC:

Complies with Part 15B of the FCC Rules

### DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities. Designed to meet DLC 5.1 requirements.

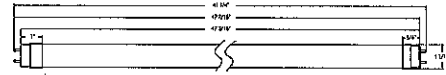
DLC Product Code: S-CONSAX



## Case and Pallet Dimensions

	QTY	LENGTH (in)	WIDTH (in)	HEIGHT (in)
CASE	25	50.63	6.18	7
PALLET	1050	51.42	37.87	49.33

## Dimension

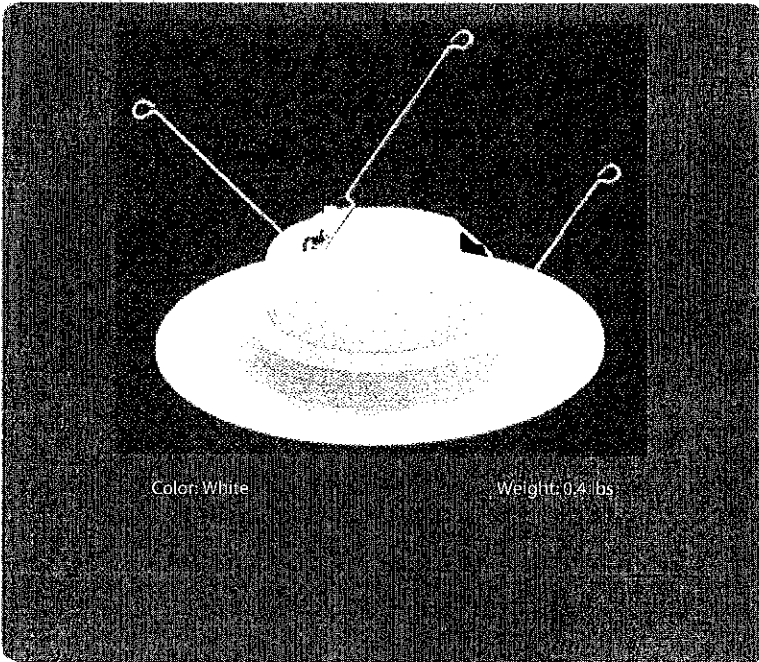


## Features

- 5 Color temperature selectable between 6500K, 5000K, 4000K, 3500K, 3000K
- Direct Replacement for Fluorescent Lamps: F32T8/32W, F32T8/30W, F32T8/28W, F32T8/25W
- TYPE A - Plug and play compatible with most common commercial Instant start T8 electronic ballasts
- TYPE B - can be wired directly to line voltage 120-277V. Can be wired using Single or Double ended method.
- Works with both shunted and non-shunted sockets

## Ordering Matrix

Family	Wattage	Length	Material	CR/Color Temp	Voltage	Installation Type
T8	15	48	G	8CCT		HYB
	7.5 = 7.5W	24 = 2 ft	G = Glass	8CCT = 3000K/3500K/4000K/5000K/6500K CCT Adjustable	Blank = 120-277V	HYB = Hybrid
	11 = 11W	36 = 3 ft				
	12 = 12W	48 = 4 ft				
	15 = 15W					



Color: White

Weight: 0.4 lbs

Project:

Type:

Prepared By:

Date:

**Driver Info**

Type	Constant Current
120V	0.10A
208V	N/A
240V	N/A
277V	N/A
Input Watts 10W	

**LED Info**

Watts	10W
Color Temp	2700K/3000K/3500K/4000K/5000K
Color Accuracy	90 CRI
L70 Lifespan	50,000 Hours
Lumens	900 lm
Efficacy	90

**Technical Specifications**

**Performance**

**Product Type:**

Recessed Retrofit

**Description:**

Economical recessed retrofit, ideal for applications with more economical needs. Five field adjustable color temperatures to quickly and easily choose from.

**Wattage Equivalency:**

75W Halogen

**Input Wattage:**

10W

**Lumens (Nominal):**

2700K @ 939lm; 3000K @ 957lm; 3500K @ 973lm; 4000K @ 944lm; 5000K @ 910lm

**Efficacy:**

2700K @ 95lm/W; 3000K @ 97lm/W; 3500K @ 98lm/W; 4000K @ 95lm/W; 5000K @ 93lm/W

**L70 Lifespan:**

50,000-Hour LED Lifespan based on IES LM-70 results

**Electrical**

**Power Factor:**

≥0.7

**Dimmable:**

Yes, dimmable down to 10% on compatible TRIAC/ELV dimming systems. See Dimmer Compatibility List.

**Input Voltage:**

120V

**Operating Frequency:**

60 Hz

**Input Current @ 120V (mA):**

100mA

**Operating Temperature:**

-13° to 104° F

**Flicker:**

≤30%

**Driver**

**Driver:**

Constant Current, 60 Hz, 120V, 120V: 0.10A

**Optical**

**Beam Angle:**

90°

**LED Characteristics**

**Color Temperature:**

Field Adjustable via dip switch  
2700/3000/3500/4000/5000K

**Color Accuracy (CRI):**

>90 CRI

**R9 Value:**

High color performance with R9 greater than or equal to 50

**Color Consistency:**

4-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color

**Color Stability:**

LED color temperature is warranted to shift no more than 200K in color temperature over a 5-year period

**Color Uniformity:**

RAB's range of Correlated Color Temperature follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

**Installation**

**Mounting:**

Recessed Housing

**Construction**

**Base Type:**

E26 Edison

**Technical Specifications (continued)**

**Size:**  
6"

**Shape:**  
Round

**Enclosure Material:**  
Plastic

**Trim Style:**  
Baffle

**Lens:**  
Polycarbonate light diffuser distributes light evenly and smoothly for general lighting applications

**Cut Out Template Size:**  
6 5/16"

**Compliance**

**Listings:**  
UL Classified

**Environment:**  
Suitable for use in dry, damp, and wet environments.

**UV Rated:**  
Suitable for exposure to direct sunlight

**IC Rated:**  
No

**Air Tight:**  
No

**Energy Star Approved:**  
This product is ENERGY STAR® Version 2.2 Certified.

**Energy Star ID:**  
2669159

**Model Number for Certification:**  
DLR0144(R34-6B)

**T20 Compliant:**  
Can be used to conform with the requirements of California Title 20

**California Title 24 JA8 Compliant:**  
No

**California Energy Commission (CEC) Status:**  
Lawful for Sales in California

**NEC Compliant:**  
Suitable for use in closets. Compliant with NEC Sec. 410.16 (A)(1) and 410.16 (C3).

**IESNA LM-79 & LM-80 Testing:**  
RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

**RoHS Compliant:**  
Mercury and UV free. RoHS-compliant components.

**FCC:**  
Complies with Part 15 of the FCC Rules

**Other**

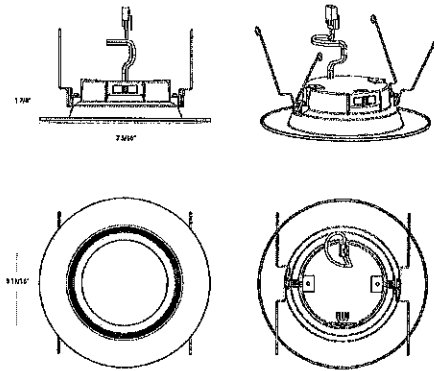
**Accessories:**  
DLTRIM/R6RB-BN  
6" Brushed nickel trim round baffle  
DLTRIM/R6RB-BRZ  
6" Bronze trim round baffle  
DLTRIM/R6RB-B  
6" Black trim round baffle  
RFLED-RETROBAND  
Retrofit band  
NDCANIC6R  
6" New construction housing  
RDCANIC6R  
6" Retrofit housing  
DRI-25-EMGR-DC  
Emergency driver 25W  
DRI-21-EMGR-DC-D10  
Emergency driver 21W 0-10V T20

**Warranty:**  
RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at [rablighting.com/warranty](http://rablighting.com/warranty).

**Note:**  
All values are typical (tolerance +/- 10%)

**Buy American Act Compliance:**  
RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

**Dimensions**



**Features**

- Use to replace traditional halogen and Incandescent light sources
- 5 color temperature selectable 2700/3000/3500/4000/5000K
- Compatible with most standard recessed housings
- E26 Edison base adapter included
- Anti-UV plastic extends the life of the housing

**Ordering Matrix**

Family	Size (Wattages)	Shape	CRI/Color Temp	Voltage	Finish	Trim
R34	6					B
	4 = 4" (7.5W) 6 = 6" (10W)	Blank = Round	Blank = 90CRI, 2700K/3000K/3500K/4000K/5000K Adjustable	Blank = 120V	Blank = White	Blank = Smooth B = Baffle

RESOLUTION

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

WHEREAS The City of Plymouth operates the Plymouth Cultural Center to help to provide for The public health, safety, and welfare, and

WHEREAS The City Commission has been working on reducing the carbon footprint of this facility Through a variety of energy reduction projects, and

WHEREAS The City of Plymouth has an Intergovernmental Agreement with Wayne County to Provide for the County to fund a LED Lighting Retrofit program at the Plymouth Cultural Center.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the bid from Green Electrical Solutions in the amount of \$21,652.66 to complete the Lighting Retro-fit project in accordance with the bid documents. Funding for this project is grant funded and will come from the Wayne County Parks Millage, in accordance with the previously authorized Intergovernmental Agreement between the City and the County of Wayne.



## 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 - Cemetery Mausoleum Architectural and Design Services - 05-20-24.docx*  
Date: May 16, 2024  
RE: Riverside Cemetery Mausoleum Architectural & Design Services

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### Background

The City Commission has established as a part of their one-year tasks to plan/budget for mausoleum repair projects, under your goal area 1 – Sustainable Infrastructure. The difficulty has been to find a responsive Architect with experience in mausoleum/columbarium has been difficult.

The Department of Municipal Services has met with multiple vendors, but the only one who was continually responsive and submitted a formal proposal was Ehresman Architects of Troy. They have extensive experience working with St. Paul of the Lake Cemetery in Grosse Pointe Farms, performing similar work. The proposal from Ehresman is \$36,409, plus direct reimbursable expenses.

We have attached a memorandum from the Department of Municipal Services which further outlines this project. We have also attached the proposal from the professional services vendor.

### Recommendation

The City Administration recommends that the City Commission authorize a professional services contract with Ehresman Architects in the amount of \$36,409, plus a contingency of 5% or \$1,800 for any direct reimbursable expenses. Funding for this project is included in the 2024 – 2025 Fiscal Year Budget.

We have attached a proposed Resolution for the City Commission to consider regarding this matter. Should you have any questions in advance of the meeting, please feel free to contact either Chris Porman or myself.



## Department of Municipal Services

1231 Goldsmith, Plymouth, MI

734-453-7737

dms@plymouthmi.gov

Date: May 16, 2024  
To: Paul Sincock, City Manager  
From: Chris S. Porman, Assistant City Manager/Director of Municipal Services  
Adam Gerlach, Assistant Director of Municipal Services  
Re: Mausoleum Architectural and Design Services - Riverside Cemetery

### Background

In the 2024 City Commission Strategic Plan, the City Commission identified "Plan/budget for mausoleum repair project at Riverside Cemetery" as a one-year task under Goal Area #1 Sustainable Infrastructure. There have been a number of challenges with the Mausoleum since its construction including, but not limited to: granite face panels would fall off due to poor design, concrete sill heaving during winter months, and retro-fitting existing full crypts into niches. There are also some landscaping elements that would be included in this project to enhance the aesthetic qualities.

Finding a responsive Architect with experience in Mausoleum/Columbarium has not been without its challenges. We've met with multiple companies over the past year to try and put together a scope of work that would address the concerns as stated above. The only one that was continually responsive and submitted a formal proposal was Ehresman Architects of Troy. They have extensive work history with St. Paul of the Lake Cemetery in Grosse Pointe Farms performing similar work. We spoke with staff there and they were extremely pleased with the services from Ehresman.

The proposal from Ehresman Architects covers four phases of the project to include the design, construction documents, bidding, and construction administration. They have provided a breakdown of their respective fees for those services in the attached proposal. The cost for those services is \$36,409 plus any direct reimbursable expenses. They also included a proposal for irrigation plans; however, we do not feel it is appropriate at this time.

### Recommendation

We would recommend the City Commission authorize the Ehresman Architects to perform the architectural and design services for the Riverside Cemetery mausoleum as outlined in their proposal in the amount of \$36,409. We would also like to request a contingency of \$1,800 or approximately 5% for any direct reimbursable expenses not covered by their proposal. Once their work is complete, we will present the findings to the City Commission for future action to potentially move forward with the repairs. Funding for this will come from the Cemetery Fund.

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





May 16, 2024

Adam Gerlach  
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 continued opportunity to contribute to the success of City of Plymouth on this very important mausoleum / columbarium improvement and expansion project. As previously 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 assisting us during the Master Plan portion of the project, providing valuable insight. The enclosed proposal includes a step-by-step game plan 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**

May 16, 2024

**TO**

Adam Gerlach  
 City of Plymouth  
 1231 Goldsmith  
 Plymouth, MI 48170

**PROJECT IDENTIFICATION**

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

**PROJECT DESCRIPTION**

Based on the Master Plan conceptual planning, the following scope is what we understand the project to consist of and generally is as follows:

1. Replace existing attachments for granite face panels of niches / crypts (and new granite panels secured by the cemetery).
2. Tuckpoint existing deteriorated limestone joints.
3. Remove and replace existing concrete "sill" around perimeter of crypts that is heaving and causing issues for the granite crypt front panels.
4. Remove portions of existing columbarium as required per the Master Plan design to create new niches. This occurs at areas A and D (designations of original drawings)
5. Remove and repurpose the couch crypt areas along the front of the original mausoleum per the Master Plan design to create new niches. This occurs at areas E and F (designations of original drawings).
6. Provide new landscaping in proximity to new niche areas per Master Plan design for a more serene and reflective atmosphere.
7. Provide new glass-front niches inside of the existing mausoleum per the Master Plan design.

**BASIC ARCHITECTURAL ENGINEERING FEE**

The basis of the Proposal is a **Stipulated Sum Fee** as indicated on the breakdown below:

1. DESIGN DEVELOPMENT			\$10,332
a. Architectural	64.0 hours x \$118 =	\$7,552	
b. Structural	12.0 hours x \$150 =	\$1,800	
c. Landscape	7.0 hours x \$140 =	\$980	
2. CONSTRUCTION DOCUMENTS PHASE SERVICES			\$14,227
a. Architectural	84.0 hours x \$118 =	\$9,912	
b. Structural	18.5 hours x \$150 =	\$2,775	
c. Landscape	11.0 hours x \$140 =	\$1,540	
3. BIDDING PHASE SERVICES			\$1,510
a. Architectural	11.0 hours x \$110 =	\$1,210	
b. Structural	2.0 hours x \$150 =	\$300	
c. Landscape	Included below		
4. CONSTRUCTION ADMINISTRATION PHASE SERVICES			\$10,340
a. Architectural	57.0 hours x \$110 =	\$6,270	
b. Structural	8.0 hours x \$150 =	\$1,200	
c. Landscape	20.5 hours x \$140 =	\$2,870	

<b>SUB-TOTAL BASIC SERVICES</b>	<b>\$36,409 *</b>
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\* Plus direct reimbursable expenses

## **SCOPE OF BASIC SERVICES INCLUDED**

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

### DESIGN DEVELOPMENT PHASE SERVICES

1. Based on the approved schematic design drawings, Ehresman Architects will prepare design development documents that illustrate the approved schematic design documents and consist of architectural site plans, landscaping plans, sections, elevations, and typical construction details.
2. Provide outline specifications that identify major materials and systems and their respective quality levels.
3. Meeting with City of Plymouth / Riverside to review Design Development drawings and obtain approval.
  - a. Make necessary final changes
4. Provide final Design Development drawings based on suggested changes.
  - a. Receive authorization to proceed to Construction Documents Phase

### CONSTRUCTION DOCUMENTS

1. Prepare site plan, elevations, sections, and details as required for the mausoleum / columbarium improvements, including architectural, 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 *(Based on CM acting on behalf of the city)*

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 *(Based on CM acting on behalf of the city)*

1. Attend one (1) 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 one (1) preliminary and one (1) final punch list review meeting and distribute punch list forms
9. Review project close-out documents.
10. Prepare final list of architectural blueprints for City of Plymouth 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.

**OPTIONAL SERVICES**

The following services can be performed if requested by the City of Plymouth.

1.	IRRIGATION PLANS		\$1,098
	a. Architectural	1.0 hour x \$118 =	\$118
	b. Landscape	7.0 hours x \$140 =	\$980

<b>SUB-TOTAL OPTIONAL SERVICES</b>	<b>\$1,098 *</b>
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\* Plus direct reimbursable expenses

**2024 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
Topographic Survey:	Cost, plus 10%

**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 substantial completion certificate is distributed.

**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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Adam Gerlach  
Asst. Director of Municipal Services  
City of Plymouth

RESOLUTION

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

WHEREAS The City of Plymouth operates a municipal cemetery and from time to time there is  
A need for maintenance of the facilities, and

WHEREAS The City Commission has previously identified the need for a project at the mausoleum  
Through a cemetery master plan, and

WHEREAS The City has identified the firm of Ehresman Architects of Troy, Michigan as a firm that  
Has experience in working with cemeteries and mausoleums, and

WHEREAS The City Commission has previously identified a one-year task for the City Administration  
To plan and budget for mausoleum repair projects.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby  
authorize a professional services contract with Ehresman Architects of Troy, Michigan in the amount of  
\$36,409, plus a contingency of \$1,800, in accordance with their proposal to the City on January 8, 2024.



## 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 - Pulte PUD Phase II Rezoning - First Reading - 05-20-24.docx*  
Date: May 15, 2024  
RE: Pulte Phase II – First Reading of Rezoning to PUD

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### Background

The City Commission is aware that Pulte Homes of Michigan has successfully developed the southern 10 acres of the former Bathey Manufacturing property on South Mill Street into 76 attached single-family townhomes. Phase 1 has been completed and they are ready to move to Phase II, and just like in Phase 1, the developer is asking for a Planned Unit Development (PUD) Zoning for the remaining five acres of the former manufacturing facility.

The City Planning Commission has reviewed and approved the site plan for Phase II. The property is currently zone for I-1, Light Industrial and I-2, Heavy Industrial. This action would change the Zoning to PUD to allow the residential units to be built. The City's Master Plan calls for mixed use, high density on the site and the Planning Commission has determined the proposed project in alignment with the Master Plan.

We have attached a memorandum from John Buzuvis and Greta Bolhuis, who have had significant involvement in bringing this project to conclusion. There have been a lot of "moving parts" to this project and some intense discussions related to water system upgrades, clean-up of an environmentally challenged site, creation of pollinator habitat, and a walking path that connects Phase 1 and Phase II.

### Recommendation

The City Administration recommends that the City Commission approve at the First Reading a rezoning from I-1, Light Industrial & I-2, Heavy Industrial to Planned Unit Development. The attached memorandum provides additional background information and history of the project.

We have attached a proposed Resolution for the City Commission to consider regarding this rezoning. Should you have any questions in advance of the meeting, please contact John, Greta, or myself.






# 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: Paul Sincock, City Manager

From: John Buzuvis, Economic Development Director   
Greta Bolhuis, AICP, Director of Planning and Community Development

CC: S:\Community Development\PLANNING COMMISSION\PUDs\2024\Pulte

Date: May 4, 2024

RE: Pulte Phase II- First Reading Rezoning from I-1, Light Industrial and I-2, Heavy Industrial to PUD, Planned Unit Development

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## Background

As you are aware the Pulte Homes of Michigan successfully developed the southern ten (10) acres of the former Bathey Manufacturing property, located on S. Mill Street, into 76 attached single-family townhomes. This was accomplished using the Planned Unit Development process and construction began in 2020. Based on the success of that project, now referred to as Phase I, Pulte received approval from the Planning Commission for a plan to build an additional 29 attached single-family townhomes on five (5) acres just north of the Phase I site. This approval was gained through the PUD process and includes several public benefits which include the following: additional public walking trails through the site to attach to the existing path system, environmental remediation of a former industrial site, and an approximately one (1) acre area at the corner of Mill and Amelia to be planted with native, pollinator-friendly plantings after removal of the existing invasive species and maintained in perpetuity as a pollinator habitat.

The Planning Commission approved the site-plan and final PUD plan at the November 2022 Planning Commission meeting. Since that time Pulte has worked in conjunction with the administration and neighboring property owner to secure a water main easement from the property to Main St. to create a "looped" water system for the project. Looped water systems are the industry standard and help enhance water quality system wide. The easement was recently secured after significant back and forth delayed the project's timely progression. Pulte received an extension on the PUD approval from the Planning Commission in February 2024 and is ready to move forward with the project.

The PUD zoning designation is provided as a design and planning option, intended to permit flexibility in the regulation of land development provided the project demonstrates all the nine criteria listed in the City's Zoning Ordinance. These criteria ensure the project and rezoning meets the goals of the master plan and provides a recognizable and material benefit that would not be possible without the application of the PUD regulations.

The project site is currently zoned I-1, Light Industrial and I-2, Heavy Industrial and as such residential uses are not permitted. The site has a Future Land Use designation in the City's Master Plan of Mixed-Use: High-Density and the Planning Commission determined the project as proposed is in alignment with the Master Plan.

The PUD designation is being used for this property as an efficient way to rezone the property and approve a site-plan for the development of the property. The zoning deviations and public benefits are listed below. The provided public benefits, particularly when coupled with the previous project's public improvements, are significant as compared to the zoning deviations requested.

**Zoning Ordinance Deviations Requested and Approved:**

- 4' deviation from the required minimum 70' distance between buildings (66' between buildings)
- Residential use of property (underlying zoning Light and Heavy Industrial)

**Public Benefits Proposed and Approved:**

- Environmental remediation of a former heavy industrial site
- Provision of an additional public walking path throughout the northern part of the property that connects to the phase I path
- One-acre natural native pollinator habitat to remove invasive species and re-plant with native, pollinator-friendly species

The PUD zoning designation requires an amendment of the City's Zoning Map and therefore requires two readings by the City Commission. This is the first of the two required readings. The Planning Commission held a public hearing on this matter in August 2022 and those meeting minutes are attached for your review. The Administration is finalizing the PUD Agreement with the developer for this project and anticipate that to be reviewed by the City Commission at a regular meeting in the near future.

Enclosed for your review is a brief overview of the project, and a map of the proposed amendment to the zoning map from Light and Heavy Industrial to PUD.

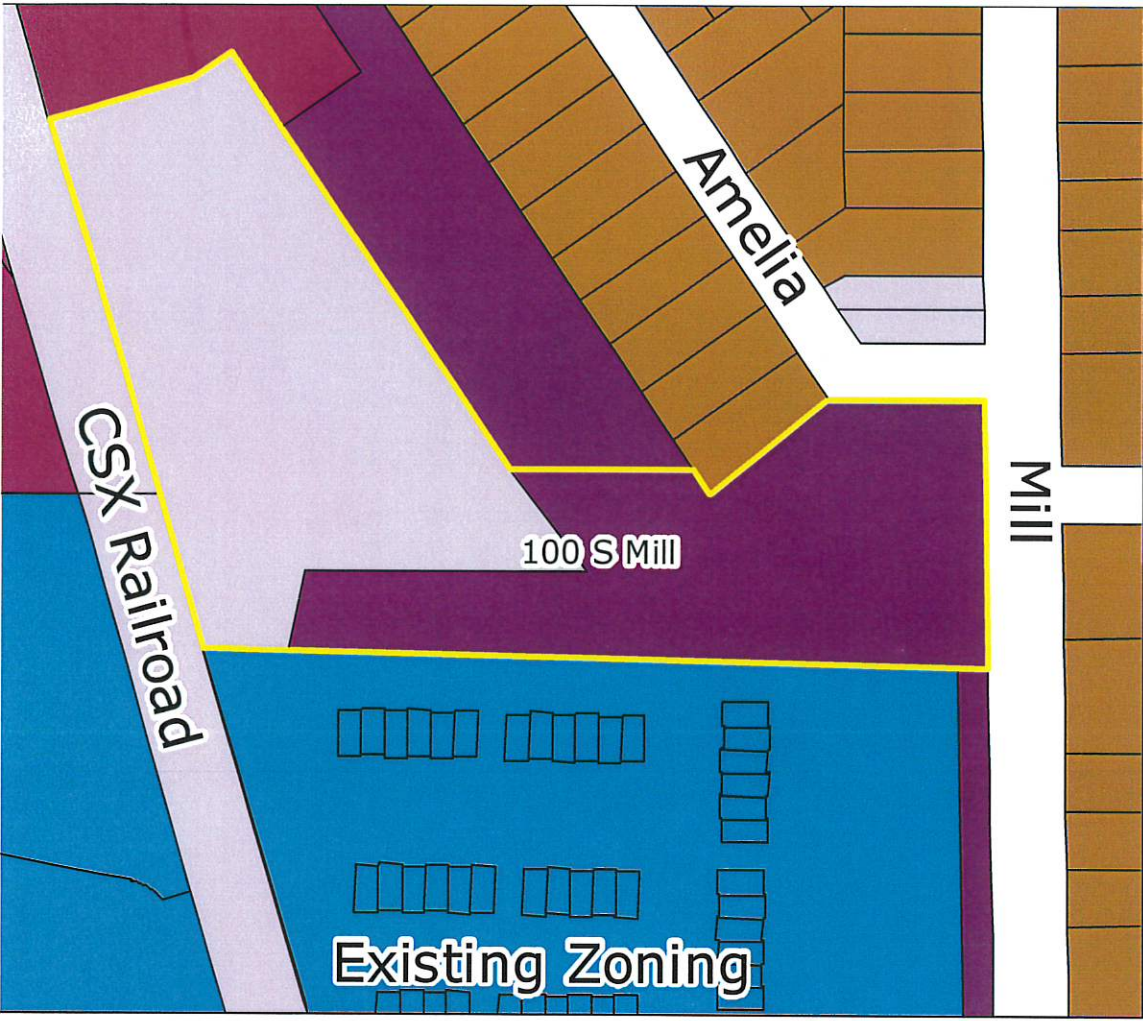
**RECOMMENDATION:**

The administration recommends that the City of Plymouth City Commission review and approve the proposed amendment to the zoning map at the conclusion of the first reading of the rezoning.

Please feel free to contact Greta or me prior to the meeting if you have any questions.



# MAP AMENDMENT



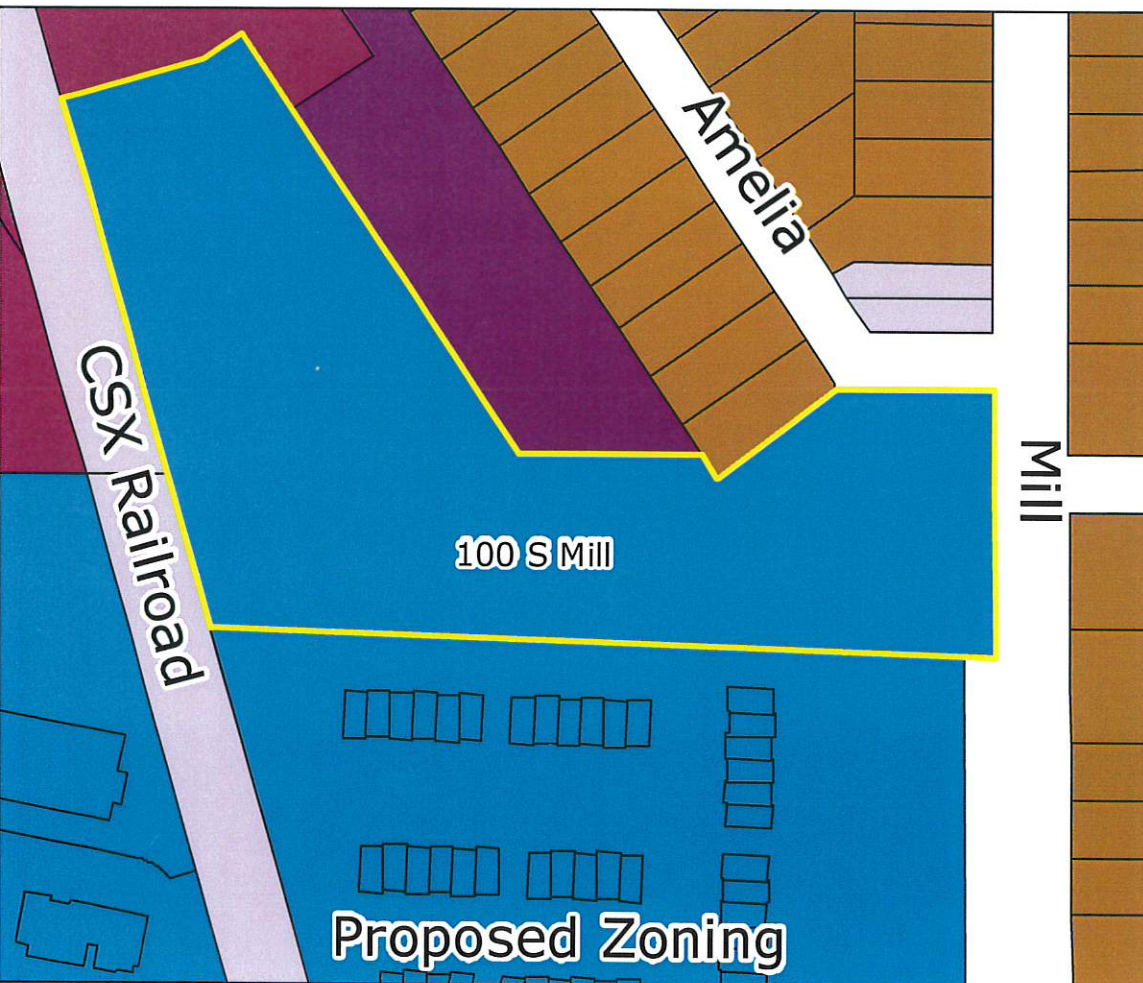
## Legend

100 S. Mill

### Zoning Codes

of pictured parcels

- General Business District
- Light Industrial District
- Heavy Industrial District
- Planned Unit Development
- Multi-Family Residential



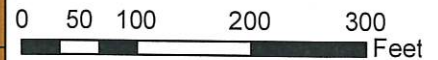
## Legend

100 S. Mill

### Zoning Codes

of pictured parcels

- General Business District
- Light Industrial District
- Heavy Industrial District
- Planned Unit Development
- Multi-Family Residential







**Plymouth Planning Commission  
Regular Meeting Minutes  
Wednesday, August 10, 2022 - 7:00 p.m.  
Plymouth City Hall 201 S. Main**

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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  
Fax 734-455-1892

**1. CALL TO ORDER**

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

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

Excused: Commissioner Shannon Adams

Also present: City Commissioner Jennifer Kehoe, Planning Director Greta Bolhuis, and Planning Consultant Sally Elmiger

**2. CITIZENS COMMENTS**

Lee Jacinski, 1380 Maple, spoke about trees that have been lost due to construction and asked that Keep Plymouth Leafy and the City work together to plant new trees to replace them.

**3. APPROVAL OF MEETING MINUTES**

Hawthorne offered a motion, seconded by Joy, to approve the minutes for the July 13, 2022, meeting.

There was a roll call vote.

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

Abstain: Stalter

MOTION PASSED 7-0

**4. APPROVAL OF THE AGENDA**

Joy offered a motion, seconded by Medaugh, to approve the agenda for August 10, 2022.

There was a roll call vote.

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

MOTION PASSED 8-0

**5. COMMISSION COMMENTS**

There were no Commission comments.

**6. PUBLIC HEARINGS**

a. SP22-01 – 100 S. Mill, Preliminary PUD Eligibility for a Planned Unit Development

Pulte Homes representative Chris Plumb reviewed the site plan and pointed out that the new design offered a walking path surrounded by a fence and planting pollinator and migratory bird-attracting vegetation.



**PUBLIC HEARING  
MINUTES**

Elmiger said this area met the criteria for a PUD, but that environmental consultants and Michigan EGLE would need to review the plan.

Sisolak opened the public hearing at 7:14 p.m.

Lee Jacinski, 1380 Maple, said he was happy to see Plymouth Pollinators would be involved in the process, and he wants them compensated for their work.

Sisolak closed the public hearing at 7:15 p.m.

Planning Commission members discussed the involvement of the City's Brownfield consultant, SME, and it was confirmed that Pulte Homes would work with them and with Wade Trim for stormwater and sewer engineering.

**Motion**

Silvers offered a motion, seconded by Joy, to approve PUD22-01 for preliminary site plan approval.

**Finding of Fact**

The project as proposed meets the conditions for a PUD.

**Conditions**

Resolution of the water, storm water and sewer design be clarified on the final site plan  
The applicant is to incorporate recommendations in the Carlisle Wortman report, including the Fire Department commentary and the Department of Municipal Services write-up.

**Friendly Amendment**

Sisolak asked to add that the applicant work with the city of have an environmental engineer verify that the Brownfield plan is adequate and with the pass-through cost component.

Silvers agreed to the friendly amendment.

There was a roll call vote.

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

MOTION PASSED 8-0

**7. OLD BUSINESS**

a. Discussion only: Impervious surface edits

The group reviewed the proposed edits to the ordinance. It was agreed that helping the City meet the requirements for a federal phase two permit under the Clean Water Act, which is an obligation for all municipalities with an enclosed stormwater system, be added to the intent section. It was suggested that enumerating the definitions in a list would make them clearer.

There was some discussion about whether permeable pavers could be used in back yards as part of the required landscaping percentage as an incentive.

The group agreed to set a public hearing.

b. Discussion only: B-2 Central Business Districts ordinance amendments

While reviewing the proposed edits, the group agreed that the word "associated activities" in 78-100 be changed to the "personal service establishments." Storage and accessory structures were also discussed, and there were questions about the prohibition of dance floors, which some

# NOVEMBER 2022

Joy offered a motion, seconded by Stalter, to accept the fence ordinance amendment as presented and send it to the City Commission for approval.

There was a roll call vote.

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

MOTION PASSED 8-0

## 7. OLD BUSINESS

PUD22-01: 100 S. Mill, Final PUD Review

Chris Plumb from Pulte Homes reviewed changes from the original submission and answered questions raised in the Carlisle Wortman report. He said they were open to adding an unmanned gate with a Knox box and completing the sidewalk and landscaping as requested. He also stated that the only lighting would be mounted on the buildings, and that he expected the first foundations to be laid in the fourth quarter of 2023.

Commission members asked questions about native plantings, the fence, and specifics in the Wade Trim engineering report.

Silvers offered a motion, seconded by Joy, to send PUD 22-01 at 100 S. Mill to the City Commission for final PUD review.

### *Finding of Fact*

The project meets the requirements necessary to amend the PUD agreement as proposed.

The project meets the objective of the master plan and provides a public benefit.

### *Conditions*

The Carlisle Wortman comments and conditions are to be included as part of any approval by the Community Development Department.

The Wade Trim comments and conditions are to be included in any approval by the Community Development Department.

The drawing is to show "new fence" in the native plants area, at is currently shown as an existing fence.

The applicant has provided information for construction of the project of Q2 to Q4 of 2023.

Elmiger suggested adding the condition below.

The Carlisle Wortman and Wade Trim comments are to be addressed and the plans revised before the plan goes to the City Commission for final consideration.

Silvers and Joy agreed to the friendly amendment.

There was a roll call vote.

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

MOTION PASSED 8-0

## 8. NEW BUSINESS

There was no new business

## 9. REPORTS AND CORRESPONDENCE

a. Zoning Audit Distribution

Bolhuis distributed copies of the initial zoning audit report that outlines findings and inconsistent and outdated language. It was agreed that the next step would be prioritizing the list.



# FEBRUARY 2024

Sisolak closed the public hearing at 7:09 p.m.

Elmiger reminded the group that in conditional rezonings, the applicant offers the conditions. There was a discussion about parking, signage, and retaining the character of the home.

## **Motion**

Silvers offered a motion, seconded by Horstman for RZ24-01 – 353 Starkweather to recommend to that the City Commission to approve a conditional rezoning from O-1 to RT-1.

## **Findings of Fact**

The proposal aligns with the Master Plan.

In future land use maps, the multi-family, low density category is associated with the RT-1, two family residential zoning district.

The proposed action will advance the vision the city has set forth in its master plan.

## **Conditions**

The permitted use is limited to two-family or single-family detached dwellings.

The permitted use on the subject site is limited to home occupations subject to the provisions of 78-212.

There was a voice vote.

MOTION PASSED

b. Amendment to Zoning Ordinance 78-127, Projections into Setbacks

Sisolak opened the public hearing at 7:29 p.m.

Pete Mundt, 643 N. Harvey, asked whether the amendment would restrict or expand the space where generators can be located. Silvers explained that the amendment would only define it for the first time.

Sisolak closed the public hearing at 7:31 p.m.

Silvers offered a motion, seconded by Filippis, to send the generator ordinance section 78-217 to the City Commission for review and approval.

There was a voice vote.

MOTION PASSED

## **7. OLD BUSINESS**

a. PUD22-01: 100 S. Mill, PUD Extension

Bolhuis explained that the Planning Commission already approved the site plan, but the builder has not taken it to the City Commission because they have been working on difficulties with the water connection.

Silvers offered a motion, seconded by Medaugh, to approve a one-year extension to the PUD site plan, to end on November 9, 2024, and that the City Commission review and approve the extension.

There was a voice vote

MOTION PASSED

PUD EXTENSION









**Resolution**

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

WHEREAS The City of Plymouth Planning Commission recommended approval of a Planned Unit Development, including a rezoning, for this property at their November 2022 regular meeting to the City Commission, and

WHEREAS The City of Plymouth Planning Commission approved the final PUD site plan at their November 2022 meeting, and

WHEREAS The City Commission is aware that the Planning Commission held a Public Hearing at their August 2022 regular meeting, and

WHEREAS The proposed rezoning is supported by the Zoning Ordinance and in alignment with the Future Land Use Map contained in the City's Master Plan, and

WHEREAS The City Commission has completed the first reading of the proposed amendment to the Zoning Map and rezoning of a portion of the property located at 100 S. Mill St. from I-1, Light Industrial and I-2, Heavy Industrial to PUD, Planned Unit Development.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve the rezoning of a portion of the property located at 100 S. Mill from I-1, Light Industrial and I-2, Heavy Industrial to PUD, Planned Unit Development at the conclusion of the first reading and will hold the second, and final reading, of the rezoning at their next regular meeting.



## 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 - Sidewalk and Utility Patch Repair Contract 2024 - 05-20-24.docx  
Date: May 15, 2024  
RE: Sidewalk Repair Contract 2023 & 2024

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### BACKGROUND:

Each year one quarter of the city sidewalks are inspected for cracks, heaving, scaling and other potential hazards. Chris Porman and Nick Johns of the City Municipal Services Department coordinate this sidewalk repair/replacement program. This year, we took a different approach and are trying to combine two areas into a single program. We are looking at the northwest area of the city, known as Area A and the Old Village area, known as Area B. We would normally include utility patches in this program as well, but we eliminated that portion of the program due to budget constraints.

This is a unit-based contract, meaning that the City only pays for units delivered. Our project is still fairly small in scope, but we did have three companies express interest in the project. The three sealed bids received, with adjusted totals for only the sidewalk program are as follows:

Rotondo Construction	\$153,050
Major Construction	\$122,325
Lee's Custom Construction, LLC	\$154,800

Expenses for this project are covered in the Capital Improvements section of the Budget and will be covered over two Fiscal Years.

We have attached a memorandum from Municipal Services Director Chris Porman which will provide additional background on this matter.

### RECOMMENDATION:

The City Administration recommends that the City Commission authorize a unit-based contract with Major Construction for the 2023 & 2024 Sidewalk Repair Programs in accordance with their bid documents. In addition, the City Administration recommends a 10% contingency to be based on the total bid price.

Further, the City Administration recommends that the City Commission adopt the criteria for repairs that we have outlined in the attached proposed Resolution. The criteria are the standards for sidewalk replacement in our area and have been approved by our insurance carrier.



We have attached a proposed Resolution for the City Commission to consider regarding the awarding of the construction contract and the establishment of the sidewalk repair criteria. Should you have any questions in advance of the meeting please feel free to contact me or Chris Porman.



# Department of Municipal Services

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

Date: May 14, 2024  
To: Paul J. Sincock, City Manager  
From: Chris S. Porman, Assistant City Manager/Director of Municipal Services  
Re: FY 2023-24 & FY 2024-25 Sidewalk Repair Program

## Background

The Department of Municipal Services coordinates a sidewalk and street repair program. Historically, 25% of the City is inspected annually; this includes both residential and commercial sections of the City. Over the course of the four-year cycle, each section of sidewalk is inspected for compliance, for example raises, dips, excessive cracks, etc. Over the last decade or so, our volume of work has decreased as the city has invested significant time and energy in addressing sidewalk concerns. In the interest of trying to generate greater economies of scale, we looked to perform the sidewalk work toward the tail end of one fiscal year and the beginning of the next fiscal year. For fiscal year 2023-24, this would be the area commonly referred to as Area A, or the area west of Main St. and north of Ann Arbor Trail and for fiscal year 2024-25, this would be the area commonly referred to as Area B (Old Village), of the area east of the train tracks.

The city placed the program out to bid this Spring and it should be noted that additional utility patch work cost estimates were requested; however, due to need and budget constraints, we are basing the bid results on the sidewalk portion.

The city received three (3) bids with the following adjusted totals based on sidewalk work only:

Rotondo Construction	\$153,050.00
Major Construction Group	\$122,325.00
Lee's Custom Construction, LLC	\$154,800.00

For Fiscal Year 2023-24, the city budgeted \$50,000 for residential sidewalk repairs and \$20,000 for city repairs, which include enhancements for ADA intersection crosswalks. In Fiscal Year, 2024-25 the city budgeted the same amounts, although the budget has not yet been officially approved by the City Commission until the first meeting in June.

With the adjusted totals based on sidewalk work only, Major Construction Group was the lowest bid at \$122,325.00. We have had experience with them as they helped in our utility patches as a result of a couple water main breaks in the downtown area. We also reached out to their municipal references of similar style sidewalk programs and all were satisfied with their ability to complete the work.

The sidewalk program would begin work this summer and finish by the end of fall. We, the city, would send out notices to the residents who were marked for repair and give them the option to fix it themselves, or the City's contractor would perform the work and the city would then bill for those services.

In addition to awarding the contract to for work to be performed, the criteria, which the City Commission has previously adopted, is included for reference. The sidewalk repair specification lists several measures by which a sidewalk may be listed as non-compliant. The most significant, in importance, as well as the most common issue seen during the inspections would be the settlement/heaving resulting in a rise or drop of approximately three-quarter (3/4) inch, which results in a potential trip hazard.

Recommendation

This is a unit price-based program, meaning that the city would only pay the contractor for actual quantities of work performed, which is verified by our Foreman in the DMS. The Department of Municipal Services is recommending awarding the 2023-24 and 2024-25 Sidewalk Repair Program contract to Major Construction Group of Detroit, MI in an amount not to exceed \$122,325.00, as well as a contingency of \$12,000.00.

It should be noted that monies for this project come from fees charged for property owners to repair sections of their sidewalk based on the criteria enclosed. The city staff is confident in the contractor's ability to perform the work in a safe and timely manner.

Should you have any questions, please feel free to contact myself or Nick Johns, Foreman of the Department of Municipal Services,

City of Plymouth 2024 Sidewalk and Cement Repair Program (#9108081)  
 Owner: Wade Trim, Taylor, MI  
 Solicitor: Wade Trim, Taylor, MI  
 05/14/2024 10:00 AM EDT

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Rotondo Construction		Major Construction Group		Lee's Custom Construction LLC	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid Section	1	48999	Adjust Structure	EA	40	\$400.00	\$16,000.00	\$600.00	\$24,000.00	\$200.00	\$8,000.00
	2	48999	Reconstruct Structure	VF	40	\$400.00	\$16,000.00	\$300.00	\$12,000.00	\$250.00	\$10,000.00
	3	10999	Replaster Existing Structure	EA	40	\$300.00	\$12,000.00	\$350.00	\$14,000.00	\$250.00	\$10,000.00
	4	321315	Bituminous Pavement/Cold Patch, Remove and Replace with Concrete Pavement, 5 inch	SY	50	\$400.00	\$20,000.00	\$110.00	\$5,500.00	\$115.00	\$5,750.00
	5	321313	Concrete Pavement, 6 inch, Remove and Replace	SY	800	\$100.00	\$80,000.00	\$110.00	\$88,000.00	\$110.00	\$88,000.00
	6	321313	Concrete Pavement, 12 inch, Remove and Replace	SY	400	\$110.00	\$44,000.00	\$120.00	\$48,000.00	\$110.00	\$44,000.00
	7	321313	Concrete Pavement w/Integral Curb, 6 inch, Remove and Replace	SY	200	\$110.00	\$22,000.00	\$120.00	\$24,000.00	\$110.00	\$22,000.00
	8	321313	Concrete Pavement w/Integral Curb, 12 inch, Remove and Replace	SY	400	\$110.00	\$44,000.00	\$120.00	\$48,000.00	\$110.00	\$44,000.00
	9	321313	Lane Tie Bar, Epoxy Anchored	EA	100	\$10.00	\$1,000.00	\$10.50	\$1,050.00	\$8.00	\$800.00
	10	321315	Sidewalks, Conc, 4 inch, Remove and Replace	SF	10500	\$10.50	\$110,250.00	\$8.00	\$84,000.00	\$11.00	\$115,500.00
	11	321315	Sidewalk Ramp, ADA, Conc, 6 inch, Remove and Replace	SF	200	\$20.00	\$4,000.00	\$12.00	\$2,400.00	\$20.00	\$4,000.00
	12	321315	Drive and Sidewalk, Conc, 6 inch, Remove and Replace	SF	800	\$11.50	\$9,200.00	\$11.50	\$9,200.00	\$12.00	\$9,600.00
	13	321315	Drive and Sidewalk, Conc, 8 inch, Remove and Replace	SF	700	\$13.00	\$9,100.00	\$12.25	\$8,575.00	\$15.00	\$10,500.00
	14	321315	Curb and Gutter, Conc, Remove and Replace for Sidewalk Ramp	LF	300	\$65.00	\$19,500.00	\$57.00	\$17,100.00	\$48.00	\$14,400.00
			Base Bid Total:			\$685,590.00		\$122,325.00		\$154,800.00	
			Revised Total:				\$153,050.00		\$122,325.00		\$154,800.00

**SECTION 00 43 45  
LEGAL STATUS OF BIDDER**

(The Bidder shall check the appropriate box and complete the information requested therein)

A corporation, duly authorized and doing business under the laws of the State of Michigan, for whom Michael Jacobson whose signature is affixed to this Bid, is duly authorized to execute contracts.

*Michael Jacobson*

A limited liability company, duly authorized and doing business under the laws of the State of Michigan, for whom \_\_\_\_\_, whose signature is affixed to this Bid, is duly authorized to execute contracts.

A partnership, all partners with their addresses are:


An individual, whose signature is affixed to this Bid.

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**SECTION 00 42 4  
PROPOSAL**

Owner: City of Plymouth

Project: 2024 Sidewalk and Cement Repair Program

Project Location: Citywide

**BIDDER INFORMATION**

Bidder Name: Major Construction Group, Inc

By (Printed Name): Michael Jacoboni

Signature: *Michael Jacoboni*

Address: 15430 Dale Street, Detroit, MI 48223

Phone No: 313-766-6174 / 248-207-4245

Email: michaelj@majorcement.com

The Bidder proposes and agrees, if their Bid is accepted, to enter into an Agreement with the City of Plymouth in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in the Agreement, and in accordance with the Contract Documents.

In submitting their Bid, Bidder represents, as more fully set forth in the Agreement, that:

1. Bidder has examined copies of all Contract Documents, (consisting of Plans dated April 30, 2024 and Project Manual dated April 30, 2024) which Bidder understands and accepts as sufficient for the purpose, including any and all Addenda officially issued, the receipt of which has been acknowledged.
  - A. Addendum \_\_\_\_\_ Acknowledged by: \_\_\_\_\_ Date: \_\_\_\_\_
  - B. Addendum \_\_\_\_\_ Acknowledged by: \_\_\_\_\_ Date: \_\_\_\_\_
  - C. Addendum \_\_\_\_\_ Acknowledged by: \_\_\_\_\_ Date: \_\_\_\_\_
2. Bidder has examined the surface and subsurface conditions where the Work is to be performed, the legal requirements and local conditions affecting cost, progress, furnishing or performance of the Work, and has made such independent investigations as Bidder deems necessary.
3. Their Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any Agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner.

5. The Bidder by submitting a Bid, thereby certifies that Bidder or a qualified designated person in Bidder's employ has examined the Contract Documents provided by the Owner for bidding purposes. Further, they certify that Bidder or Bidder's qualified employee has reviewed the Bidder's proposed construction methods and finds them compatible with the conditions which Bidder anticipates from the information provided for Bidding.
6. The Bidder by submitting a Bid agrees to complete the Work under any job circumstances or field conditions present and/or ascertainable prior to bidding. In addition, Bidder agrees to complete the Work under whatever conditions Bidder may create by Bidder's own sequence of construction, construction methods, or other conditions he may create, at no additional cost to the Owner.
7. The Bidder by submitting a Bid, declares that Bidder has familiarized them self with the location of the proposed Work and the conditions under which it must be constructed. Also, Bidder has carefully examined the Plans, the Specifications, and the Contract Documents, which Bidder understands and accepts as sufficient for the purpose, and agrees that Bidder will Contract with the Owner to furnish all labor, material, tools, and equipment necessary to do all Work specified and prescribed for the completion of the Project.
8. The Bidder will provide a bid bond, in the amount of at least  percent of the amount Bid, drawn payable to City of Plymouth as security for the proper execution of the Agreement.
9. The Bidder by submitting a Bid agrees that if awarded Contract, to sign the Agreement and submit satisfactory bonds and certificates of insurance coverage and other evidence of insurance required by the Contract Documents within 15 days after the date of Owner's Notice of Award.
10. The Bidder by submitting a Bid agrees that time is of the essence and, if awarded Contract, that the Work will be Completed on or before the dates/days as specified in the Agreement.
11. Liquidated damages, as specified in the General Conditions, Supplementary Conditions and Agreement, shall also apply to the Substantial Completion date.
12. Engineering and inspection costs incurred after the final completion date shall be paid by the Contractor to the Owner as specified in the Conditions of the Contract and Agreement.
13. Proposals may not be withdrawn for a period of 60 days after bid opening.
14. The following documents are made a condition of this Proposal:
  - A. Required Bid Security
  - B. Legal Status of Bidder
  - C. Non-Collusion Affidavit

# 23/24 Fiscal Year

Capital Item	Req By	Account #	R N	Est Life	Dept Priority	Method of Funding	Dept Req Est Cost	Manager Revisions	Budgeted Cost
<b>CITY HALL</b>									
Sloped Roof (Shingled) Roof Replacement	MSD	101-900 -971.436	R	25	1	X	120,000	-	120,000
Vestibule Security Enhancements	MSD	101-900 -971.436	R	25	1	X	85,000	-	85,000
Fire Department Renovation - Station 2	MSD	101-900 -971.436	R	25	1	X	35,000	-	35,000
<b>PARKS &amp; PUBLIC PROPERTY</b>									
Rotary - Replace Signage	MSD	101-900 -976.437	R	5	2	X	5,000	(5,000)	-
Rotary - Install Area & Security Lighting + Add Electric Service	MSD	101-900 -976.437	R	5	2	X	15,000	(15,000)	-
Garden Club - Replace Drinking Fountain	MSD	101-900 -976.437	R	10	2	X	7,500	(7,500)	-
Garden Club - Replace Site Furnishings	MSD	101-900 -976.437	R	10	2	X	10,000	(10,000)	-
Garden Club - Renovate/Replace Softball field + Soccer field	MSD	101-900 -976.437	R	10	2	X	18,000	(18,000)	-
Lion's Club - Replace Play Structure	MSD	101-900 -976.437	R	10	1	X	120,000	-	120,000
Lion's Club - Install Area & Replace Security Lighting	MSD	101-900 -976.437	N	10	1	X	15,000	(15,000)	-
Lion's Club - Install Drinking Fountain	MSD	101-900 -976.437	R	10	1	X	7,500	(7,500)	-
Lion's Club - Replace Site Furnishings	MSD	101-900 -976.437	R	10	1	X	12,000	(12,000)	-
Fairground - Replace Signage	MSD	101-900 -976.437	R	10	2	X	5,000	(5,000)	-
Fairground - Install Area & Security Lighting + Add Electric Service	MSD	101-900 -976.437	R	10	2	X	15,000	(15,000)	-
Kiwanis - Install Area & Security Lighting + Add Electric Service	MSD	101-900 -976.437	R	10	2	X	15,000	(15,000)	-
Playground Safety Surfacing Repair/Refill	MSD	101-900 -976.437	R	10	2	X	25,000	(25,000)	-
Hough - Renovate Landscaping (Plant more trees)	MSD	101-900 -976.437	R	5	2	X	7,500	(7,500)	-
Tonquish Ct Nature Walk - Area & Security Lighting Replacement	MSD	101-900 -976.437	R	20	2	X	40,000	(40,000)	-
Tonquish Ct Nature Walk - Repair Path/Walkway	MSD	101-900 -976.437	R	20	2	X	35,000	(35,000)	-
Tonquish Ct Nature Walk - Replace Pedestrian Bridge	MSD	101-900 -976.437	R	20	2	X	50,000	(50,000)	-
Tonquish Ct Nature Walk - Replace Site Furnishings	MSD	101-900 -976.437	R	20	2	X	10,000	(10,000)	-
Pointe - Replace conc &/or brick walkways	MSD	101-900 -976.437	R	20	2	X	25,000	(25,000)	-
Starkweather - Repair/Renovate Gazebo	MSD	101-900 -976.437	R	20	2	X	20,000	(20,000)	-
Keellogg - Repair Fountain - Lighting	MSD	101-900 -976.437	R	10	2	X	7,500	(7,500)	-
Keellogg - Repair Fountain - Skimmer	MSD	101-900 -976.437	R	10	2	X	7,500	(7,500)	-
Keellogg - Replace/renovate Electrical + Sound Systems	MSD	101-900 -976.437	R	10	2	X	75,000	(75,000)	-
Keellogg - Replace/Restore Turf	MSD	101-900 -976.437	R	10	3	X	200,000	(200,000)	-
Keellogg - Replace conc &/or brick walkways	MSD	101-900 -976.437	R	10	2	X	150,000	(150,000)	-
<b>FIRE DEPARTMENT - STATION 3</b>									
Backup Generator - Station 3	MSD	101-900 -976.437	N	20	2	X	60,000	(60,000)	-
<b>CULTURAL CENTER</b>									
FCC Building Generator	REC	101-900 -976.751	N	15	1	X	600,000	-	600,000
Pickleball Court Installation	REC	101-900 -976.751	N	10	2	X	120,000	-	120,000
<b>INFRASTRUCTURE FACILITIES</b>									
DMS Yard Paving	MSD	101-900 -976.438	R	10	2	X	200,000	-	200,000
GIS Upgrades	MSD	101-900 -976.438	R	3	2	X	10,000	-	10,000
<b>SIDEWALKS</b>									
Residents - AREA A	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	20,000	-	20,000
<b>GENERAL FUND TOTAL</b>							<b>4,089,500</b>	<b>(2,404,500)</b>	<b>1,685,000</b>
							<b>4,135,200</b>	<b>(2,404,500)</b>	<b>1,730,700</b>



# 23/24 Fiscal Year

Capital Item	Req By	Account #	R N	Est Life	Dept Priority	Method of Funding	Dept Req Est Cost	Manager Revisions	Budgeted Cost
						Approp Act 99 Bonds			
<b>DRUG ENFORCEMENT FUND</b>									
Drug Enforcement Equipment	POL	266-301 -977.000	N	5	1	X	1,000	-	1,000
<b>DRUG ENFORCEMENT FUND TOTAL</b>							1,000	-	1,000
<b>OWI FORFEITURE FUND</b>									
Liquor Enforcement Equipment	POL	266-301 -977.000	N	5	1	Y			
<b>OWI FORFEITURE FUND TOTAL</b>									
<b>PUBLIC IMPROVEMENT FUND</b>									
CSX Railroad Crossing Update (4)	MSD	401-437 -971.000	N	20	1	X	1,000,000	-	1,000,000
<b>PUBLIC IMPROVEMENT FUND TOTAL</b>							1,000,000	-	1,000,000
<b>WATER &amp; SEWER FUND</b>									
Water Utility Engineering	MSD	560-588 -818.406	R	50	1		95,000	-	95,000
Water Utility Construction	MSD	560-588 -818.450	R	50	1	X	465,000	-	465,000
Sewer Utility Engineering	MSD	560-589 -818.406	R	50	1	X	40,000	-	40,000
Sewer Utility Construction	MSD	560-589 -818.450	R	50	1	X	200,000	-	200,000
Residential Water Meter Replacements	MSD	592-000 -149.000	R	15	1		2,200,000	-	2,200,000
Lead & Galvanized Service Line Replacement Program (Known loc	MSD	592-000 -149.000	R,N	4	1	X	250,000	-	250,000
Replace Fire Hydrants (Non-repairable YCIV)	MSD	592-000 -149.000	R,N	4	1	X	20,000	(20,000)	-
Utility Patch Repair	MSD	592-000 -149.000	R	5	2	X	50,000	(50,000)	-
Replace Construction/Safety Barricades	MSD	592-000 -149.000	R	10	2	X	15,000	(15,000)	-
Replace Traffic Control Barricades	MSD	592-000 -149.000	R	10	2	X	7,500	(7,500)	-
Add Water System Leak Detection	MSD	592-000 -149.000	R	10	2	X	15,000	(15,000)	-
<b>WATER / SEWER FUND TOTAL</b>							3,357,500	(20,000)	3,250,000
<b>EQUIPMENT FUND</b>									
Network Upgrades and Workstation Upgrades / Replacements	MIS	661-000 -140.500	R	5	1	X	45,000	-	45,000
Police Cars (2) - Tahoe	POL	661-000 -141.000	R	6	1	X	90,000	-	90,000
Police Car Modem Replacement (2)	POL	661-000 -141.000	R	6	2	X	2,000	-	2,000
Portable 2-Way Radios	POL	661-000 -140.000	R	10	1	X	14,250	-	14,250
Mobile Radios	POL	661-000 -140.000	R	10	1	X	3,500	-	3,500
Fitness Equipment	POL	661-000 -140.000	R	20	2	X	15,000	(15,000)	-
Garbage Truck, Leach/International MY01 (DMS 125)	MSD	661-000 -140.000	R	20	2	X	290,000	(290,000)	-
Brush Chipper, Bandit MY00 (DMS 149)	MSD	661-000 -140.000	R	20	2	X	80,000	(80,000)	-
Bandshell, Century Inc 36' ShowMaster MY98 (DMS TRL 6)	MSD	661-000 -140.000	R	20	2	X	200,000	(200,000)	-
Cold Patch/Hot Box (DMS TRL 15) (Replace - Crack Sealer (DMS 0	MSD	661-000 -140.000	R	10	2	X	30,000	(30,000)	-
Street Stripe Paint Sprayer	MSD	661-000 -140.000	R	10	2	X	10,000	(10,000)	-
*Sm. Tractor, Kubota MY96 (DMS 007)	MSD	661-000 -140.000	R	10	2	X	40,000	(40,000)	-
Reg. Cab Flat bed+water tank+pump, GMC 2500 (DMS 007)	MSD	661-000 -140.000	R	10	2	X	60,000	(60,000)	-
*Skid Steer Loader, Bobcat MY86 (DMS 022)	MSD	661-000 -140.000	R	10	2	X	80,000	(80,000)	-
*Skid Steer Loader, Bobcat MY98 (DMS 023)	MSD	661-000 -140.000	R	10	2	X	80,000	(80,000)	-
Municipal Sidewalk Tractor, Holder (DMS 022+DMS 023)	MSD	661-000 -140.000	R	10	2	X	120,000	(120,000)	-
*Small Loader, Case MY03 (DMS 108)	MSD	661-000 -140.000	R	10	2	X	190,000	(190,000)	-
Municipal Sidewalk Tractor, Holder (DMS 108)	MSD	661-000 -140.000	R	10	2	X	120,000	(120,000)	-
*Sidewalk Mini Sweeper, Lincoln-American MY96 (DMS 005)	MSD	661-000 -140.000	R	10	2	X	25,000	(25,000)	-
ATTACH - Mini SW Tractor Vacuum/Sweeper, Holder (DMS 005)	MSD	661-000 -140.000	N	5	2	X	30,000	(30,000)	-
ATTACH - Leaf Loader, Tink Claw MY03 (DMS 409)	MSD	661-000 -140.000	N	5	2	X	25,000	(25,000)	-
ATTACH - Mini SW Tractor Leaf Loader, Holder (DMS 409)	MSD	661-000 -140.000	N	5	2	X	25,000	(25,000)	-
ATTACH - Mini SW Tractor Plow, Holder	MSD	661-000 -140.000	N	5	2	X	10,000	(10,000)	-
ATTACH - Mini SW Tractor V-Plow, Holder	MSD	661-000 -140.000	N	5	2	X	15,000	(15,000)	-



# 2024/25 Fiscal Year

City of Plymouth 2024 / 2025 Budget

Req By	Item Description	Account #	R N	Est Life	Dept Priority	Method of Funding	Dept Req Est Cost	Manager Revisions	Budgeted Cost
MSD	Rotary - Repair Pavilion	101-900	R	10	2	X	5,000	-	5,000
MSD	Rotary - Replace Signage	101-900	R	5	2	X	5,000	-	5,000
MSD	Rotary - Install Area & Security Lighting + Add Electric Service	101-900	R	5	2	X	15,000	-	15,000
MSD	Rotary - Replace Drinking Fountain	101-900	R	10	2	X	7,500	-	7,500
MSD	Garden Club - Replace Drinking Fountain	101-900	R	10	2	X	7,500	-	7,500
MSD	Lion's Club - Replace Play Structure	101-900	R	10	1	X	120,000	-	120,000
MSD	Lion's Club - Install Area & Replace Security Lighting	101-900	N	10	1	X	15,000	-	15,000
MSD	Lion's Club - Install Drinking Fountain	101-900	R	10	1	X	7,500	-	7,500
MSD	Lion's Club - Replace Site Furnishings	101-900	R	10	1	X	25,000	-	25,000
MSD	Lion's Club - Install Practice Fields	101-900	R	10	2	X	35,000	(35,000)	-
MSD	Kiwanis - Install Area & Security Lighting + Add Electric Service	101-900	R	10	1	X	15,000	-	15,000
MSD	Smith - Replace Site Furnishings	101-900	R	10	1	X	7,500	-	7,500
MSD	Playground Safety Surfacing Repair/Refill	101-900	R	10	2	X	25,000	-	25,000
MSD	Tonquish Cr Nature Walk - Area & Security Lighting Replacement	101-900	R	20	2	X	40,000	(40,000)	-
MSD	Tonquish Cr Nature Walk - Repair Path/Walkway	101-900	R	20	2	X	35,000	(35,000)	-
MSD	Tonquish Cr Nature Walk - Replace Pedestrian Bridge	101-900	R	20	2	X	50,000	(50,000)	-
MSD	Tonquish Cr Nature Walk - Replace Site Furnishings	101-900	R	20	2	X	10,000	(10,000)	-
MSD	Pointe - Replace conc &/or brick walkways	101-900	R	20	2	X	25,000	-	25,000
MSD	Starkweather - Repair/Renovate Gazebo	101-900	R	20	2	X	25,000	-	25,000
MSD	Starkweather - Replace conc &/or brick walkways	101-900	R	20	2	X	20,000	(20,000)	-
MSD	Kellogg - Repair Fountain - Lighting	101-900	R	10	2	X	7,500	(7,500)	-
MSD	Kellogg - Repair Fountain - Skimmer	101-900	R	10	2	X	7,500	(7,500)	-
MSD	Kellogg - Replace/renovate Electrical + Sound Systems	101-900	R	10	2	X	75,000	(75,000)	-
MSD	Kellogg - Replace Site Furnishings	101-900	R	10	2	X	60,000	(60,000)	-
MSD	Kellogg - Replace/Restore Turf	101-900	R	10	3	X	200,000	(200,000)	-
MSD	Kellogg - Replace conc &/or brick walkways	101-900	R	10	2	X	150,000	(150,000)	-
<b>SPECIAL EVENTS</b>									
MSD	Replace crowd control barricades (bike fence)	101-900	R	5	2	X	5,000	(2,500)	2,500
MSD	Barricade (DMS TFL6)	101-900	R				200,000	-	200,000
<b>FIRE DEPARTMENT - STATION 3</b>									
MSD	Backup Generator - Station 3	101-900	N	20	2	X	60,000	(60,000)	-
<b>CULTURAL CENTER</b>									
REC	PCC Building Generator	101-900	N	15	1	X	600,000	-	600,000
REC	Pickleball Court Installation	101-900	N	10	2	X	120,000	-	120,000
<b>INFRASTRUCTURE FACILITIES</b>									
MSD	DMS Yard Paving	101-900	R	10	2	X	200,000	-	200,000
MSD	GIS Upgrades	101-900	R	3	2	X	10,000	-	10,000
<b>SIDEWALKS</b>									
MSD	Residents - AREA A	101-900	R	12	1	X	50,000	-	50,000
MSD	City - Including ADA and Corners	101-900	R	12	1	X	20,000	-	20,000
<b>Total</b>							<b>5,322,000</b>	<b>(2,404,500)</b>	<b>2,917,500</b>
<b>GENERAL FUND TOTAL</b>							<b>5,356,850</b>	<b>(2,413,100)</b>	<b>2,943,750</b>



# 2024/25 Fiscal Year

City of Plymouth 2024 / 2025 Budget

Req By	Account #	R N	Est Life	Dept Priority	Method of Funding Approp	Act 99	Bonds	Dept Req Est Cost	Manager Revisions	Budgeted Cost
<b>WATER &amp; SEWER FUND</b>										
MSD	560-588	R	50	1	X			95,000	-	95,000
MSD	560-588	R	50	1	X			465,000	-	465,000
MSD	560-589	R	50	1	X			40,000	-	40,000
MSD	560-589	R	50	1	X			200,000	-	200,000
MSD	592-000	R,N	4	1	X			250,000	-	250,000
MSD	592-000	R,N	4	1	X			20,000	(20,000)	-
MSD	592-000	R	5	2	X			50,000	(50,000)	-
MSD	592-000	R	10	2	X			15,000	(15,000)	-
MSD	592-000	R	10	2	X			7,500	-	7,500
MSD	592-000	R	10	2	X			60,000	(60,000)	-
<b>WATER / SEWER FUND TOTAL</b>								<b>1,202,500</b>	<b>(20,000)</b>	<b>1,057,500</b>
<b>EQUIPMENT FUND</b>										
MIS	661-000	R	5	1	X			55,000	-	55,000
POL	661-000	R	5	1	X			100,000	-	100,000
POL	661-000	R	5	1	X			5,000	-	5,000
POL	661-000	R	10	1	X			14,250	-	14,250
POL	661-000	R	10	1	X			7,000	-	7,000
POL	661-000	R	20	2	X		X	15,000	(15,000)	-
REC	661-000	R	20	3	X			120,000	(101,070)	18,930
REC	661-000	R	5	1	X			10,000	-	10,000
DDA	661-000	R	10	2	X			65,000	-	65,000
MSD	661-000	R	10	2	X			140,000	(140,000)	-
MSD	661-000	R	10	2	X			60,000	(60,000)	-
MSD	661-000	R	10	2	X			180,000	(180,000)	-
MSD	661-000	R	10	2	X			65,000	-	65,000
MSD	661-000	N	10	2	X			12,000	(12,000)	-
MSD	661-000	N	10	2	X			25,000	(25,000)	-
MSD	661-000	N	10	2	X			12,000	(12,000)	-
MSD	661-000	R	10	2	X			12,000	(12,000)	-
MSD	661-000	R	10	2	X			18,000	-	18,000
MSD	661-000	R	5	2	X			9,000	(9,000)	-
MSD	661-000	N	5	2	X			12,000	(12,000)	-
MSD	661-000	N	5	2	X			8,000	(8,000)	-
MSD	661-000	N	10	1	X		X	25,000	(25,000)	-
FIRE	661-000	R	20	1	X		X	41,023	-	41,023
MSD	661-000	N	15	1	X		X	45,397	-	45,397
FIRE	661-000	R	10	1	X		X	59,003	-	59,003
POL	661-000	R	6	1	X		X	35,439	-	35,439
MSD	661-000	R	6	1	X		X	82,773	-	82,773
<b>EQUIPMENT FUND TOTAL</b>								<b>1,232,885</b>	<b>(611,070)</b>	<b>621,815</b>





## City of Plymouth Sidewalk Program Sidewalk Replacement Specifications

The City Commission of the City of Plymouth does hereby continue the following criteria for sidewalk repairs.

- **SETTLEMENT/HEAVING** – A rise or drop of approximately three-quarters (3/4) of an inch or more between any two (2) sections of sidewalk.
- **CRACKING** – More than two (2) cracks of one-quarter (1/4) inch in width or more in any two (2) lineal feet of sidewalk section
- **SCALING** – If, any five (5) foot lineal section of sidewalk, more than twenty-five (25%) of the surface area has scaled off to a depth of one-quarter (1/4) inch or greater, that section of sidewalk shall be replaced
- **TOO FLAT** – The concrete has dipped to allow water to pond to a depth of three-quarters (3/4) of an inch or more.
- **CITY REPAIRS** – The City of Plymouth shall be responsible for expenses related to the installation of new-handicapped ramps at the corners and for any sidewalk flags that have manhole covers in them. In addition, the City shall attempt to locate the responsible party for damage caused to sidewalks by utility dig-ups. The City shall NOT be responsible for raised sidewalks due to tree roots and it remains the policy of the City not to remove live healthy city trees as a function of limiting sidewalk repairs.

## RESOLUTION

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

WHEREAS It is the goal of the City Commission to improve public spaces and the infrastructure of the City; and

WHEREAS There is a need to inspect sidewalks around the City to ensure that they are safe and the city shall inspect one-quarter of the City each year; and

WHEREAS There is a need to repair utility patches in the roadway or sidewalks that were a result of the city doing utility work.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a unit-based contract with Major Construction Group in an amount of \$122,325 based on their bid submittal.

<i>* Remove and replace 4" concrete sidewalk</i>	<i>\$8.00 per S.F.</i>
<i>* Remove and replace 6" concrete sidewalk ramps (ADA)</i>	<i>\$12.00 per S.F.</i>
<i>* Remove and replace 6" concrete sidewalk and drives</i>	<i>\$11.50 per S.F.</i>
<i>* Remove and replace 8" concrete sidewalk and drives</i>	<i>\$12.50 per S.F.</i>
<i>* Remove and replace concrete curb and gutter</i>	<i>\$57.00 per L.F.</i>

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby establish a construction contingency in the amount of \$12,000.00 or approximately 10% of the total bid price.

BE IT STILL FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby establish the following criteria for sidewalk repairs.

- SETTLEMENT/HEAVING – A rise or drop of approximately  $\frac{3}{4}$  of an inch or more between any two (2) sections of sidewalk.
- CRACKING – More than two (2) cracks of one-quarter ( $\frac{1}{4}$ ) inch in width or more in any two (2) lineal feet of sidewalk section.
- SCALING – If, in any five (5) foot lineal section of sidewalk, more than twenty-five (25%) percent of the surface area has scaled off to a depth of one-quarter ( $\frac{1}{4}$ ) inch or greater, that section of sidewalk shall be replaced.
- TOO FLAT – The concrete has dipped to allow water to pond to a depth of three-quarters ( $\frac{3}{4}$ ) of an inch or more.
- CITY REPAIRS – The City of Plymouth shall be responsible for expenses related to the installation of new-handicapped ramps at the corners and for any sidewalk flags that have manhole covers in them. In addition, the City shall attempt to locate the responsible party for damage caused to sidewalks by utility dig ups. The City shall NOT be responsible for raised sidewalks due to tree roots and it remains the policy of the City NOT to remove live healthy trees.



## Administrative Recommendation

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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  
Fax 734-455-1892

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: *S:\Manager\Sincock Files\Memorandum - General Motors Dealer Community EV Charging Program at Cultural Center - 05-20-24.docx*  
Date: May 15, 2024  
RE: Electric Vehicle Charging Stations – General Motors Partnership for Cultural Center

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### Background

The City Commission has set one-year tasks for the City Administration to seek additional supplemental funding programs, and to install electric vehicle charging stations at the Plymouth Cultural Center. This is part of the City's Strategic Plan, which outlines sustainable infrastructure, which is eco-friendly and environmentally aware, as well as addressing changing vehicular habits.

The proposal that we have been working on is General Motors and their Community Charging Program. This is an effort by GM to nearly double the number of level 2 charging stations in the United States. The program basically provides to the city EV Chargers and installation/maintenance of the units. The city provides a publicly accessible site for the chargers and we would take a designated fee from all charging operations and the vendor pays all electrical costs.

It is our understanding that General Motors has engaged the LaFontaine Dealership to sponsor the chargers and related equipment. It is our plan to have these units "attached" to the new generator at the Cultural Center, which will provide for vehicle charging even during an area power outage.

We have attached a memorandum with extensive background on the project from John Buzuvis, who has been coordinating this project with Steve Anderson. Also attached is the proposed agreement with General Motors.

### Recommendation

The City Administration recommends that the City Commission authorize the agreement to install two dual port Flo CoRe+ Level 2 EV Chargers at the Plymouth Cultural Center in accordance with the General Motors Dealer Community Charging Program.

If you have any questions in advance of the meeting, please feel free to contact either John Buzuvis or myself.




# 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: Paul Sincock, City Manager  
From: John Buzuvis, Economic Development Director   
CC: S:\Community Development\John\GM Electric Vehicle Charging Program  
Date: May 4, 2024  
RE: General Motors Dealer Community Charging Program

---

## Background

The City Commission's Five-Year Strategic Plan Goal Area One- Sustainable Infrastructure lists addressing changing vehicular habits to include installation of electric vehicle (EV) charging stations as a key one-year objective. To that end, the administration has worked with CHARGE EV (CEV) and their contractor State Electric to design and locate two pedestal (four charging stations total) EV charging stations, at no cost to the city at the Cultural Center. This is possible through a partnership with General Motors aimed at doubling the number of level two charging stations in the United States and Canada.

The General Motors Dealer Community Charging Program (see the enclosed summary sheet) provides level two charging stations to municipalities at agreed upon locations at no cost to the municipality. The municipality, in this case the City of Plymouth, executes an initial ten (10) year lease agreement with CEV, who has been selected by General Motors as their turnkey solutions provider in Michigan. An additional five (5) year lease renewal is a possibility. CEV coordinates with GM, the local GM dealer, DTE, and all other parties and installs the charging stations, including signage, striping, bollards, etc. free of charge to the city and agrees to pay the City a cost sharing of \$0.03 per kilowatt-hour quarterly based on the use of the stations. CEV is responsible for all maintenance, repair, and upkeep of the charging stations. CEV will indemnify and hold the city harmless.

The administration and State Electric (CEV's contractor) have identified a location (see attached site-layout) at the southeast corner of the Cultural Center parking lot for the installation of two dual port Flo CoRe+ Level 2 EV chargers. Additionally, the administration has coordinated with State Electric to connect the chargers to the Cultural Center back-up generator (once installed) to provide EV charging capabilities regardless of electric utility status. The chargers accommodate all current and next generation EVs. A ribbon cutting and presentation of the new chargers will be held once installed.

The attached agreement has been reviewed by the City Attorney and the City's Insurance Carrier and is acceptable.

**Recommendation**

The administration recommends that the City Commission authorize the mayor to sign the enclosed Charging Stations Agreement on behalf of the city.



# PROGRAM OUTLINE

## General Motors Dealer Community Charging Program

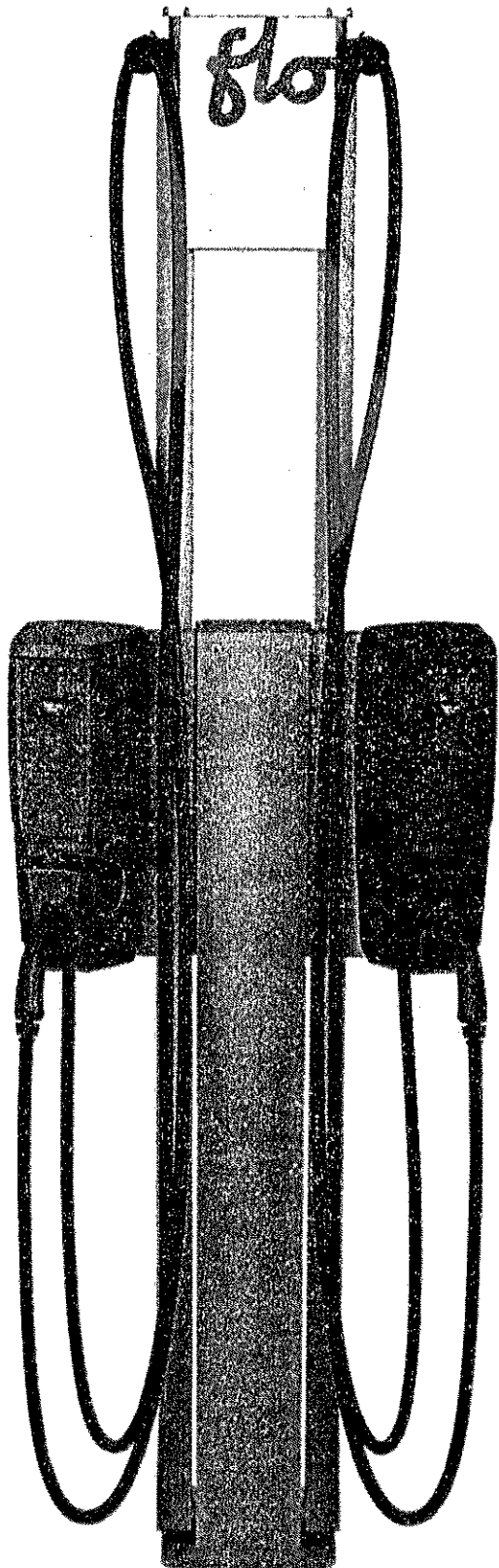
- ❖ The program is aimed to nearly double the number of level 2 charging stations in the United States and Canada – aiming to install 40,000 EV chargers.
- ❖ This initiative supports EV charger access in both urban and rural municipalities for residents and visitors alike.
- ❖ Flo, a charging station provider, has been selected to supply the EV chargers for the program.
- ❖ Charge EV/State Electric Company has been selected as a turnkey solutions provider for installation of EV chargers for the program throughout Michigan, the Great Lakes regions, and beyond.

## Bringing the Program to Your Community

- ❖ **Municipality Engagement**
  - Charge EV/State Electric Company engages with officials from the municipality and presents the program.
  - One or more sites are identified by the municipality as ideal locations.
  - Lease agreement(s) are approved by the municipality governing body and signed.
- ❖ **Site Preparation**
  - General Motors engages with a local dealership for EV charger sponsorship and equipment procurement.
  - State Electric Company assesses the chosen sites, coordinates with the utility, and secures all required permits.
- ❖ **Installation**
  - State Electric Company completes the electrical infrastructure and EV charger installation and commissions the EV chargers.
  - State Electric Company prepares the parking spaces with proper signage, striping, and safety bollards.
- ❖ **Community Engagement**
  - Present the newly installed EV chargers to the community with a press release and ribbon cutting with municipality officials.

## Advantages of the Program:

- There is no cost to the municipality for the EV chargers or the installation.
- The municipality does not have to own, operate, or maintain the EV chargers.
- Offers publicly accessible EV chargers for residents and visitors to the community.
- The Flo CoRe+ Max 80A 19.2kW Level 2 EV chargers are dual port and pedestal mounted offering the maximum power output in a Level 2 EV charger.
- The Flo EV charger accommodates all current and next generation EVs.



Shown with optional cable management system

## CoRe+™

Smart level 2 charging station for private, public and commercial applications

The CoRe+™ charging station is designed for applications such as workplaces, multi-unit residential buildings, fleets, and is also suitable for public spaces

### Easy to use and reliable

- Cable management system (CMS) with unique counterweight system for smooth retraction.<sup>1</sup>
- Built to last with rugged Type 4X aluminum enclosure to protect the station from windblown dust, debris, ice and water
- Integrated cable holster for neat, safe cable storage

### Versatile and efficient

- Save on electricity costs with patented PowerSharing™ and PowerLimiting™ technologies.
- Customizable installation choices suit a variety of parking configurations.

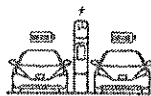
### Smart station, smarter investment

- Monitor station health and gain key insights with the cloud-based management dashboard.
- Maximize uptime with proactive station monitoring and remote intervention services.<sup>2</sup>
- Easily expand capacity with optional cascading kit to daisy-chain multiple charging stations on the same branch circuit



### For workplace

Offer EV charging services to your employees, with a solution that will evolve with you as more drivers make the switch to electric vehicles.



### For fleets




Ideal for fleet managers who wish to grow their light and medium duty EV fleets while maintaining affordable operational costs.

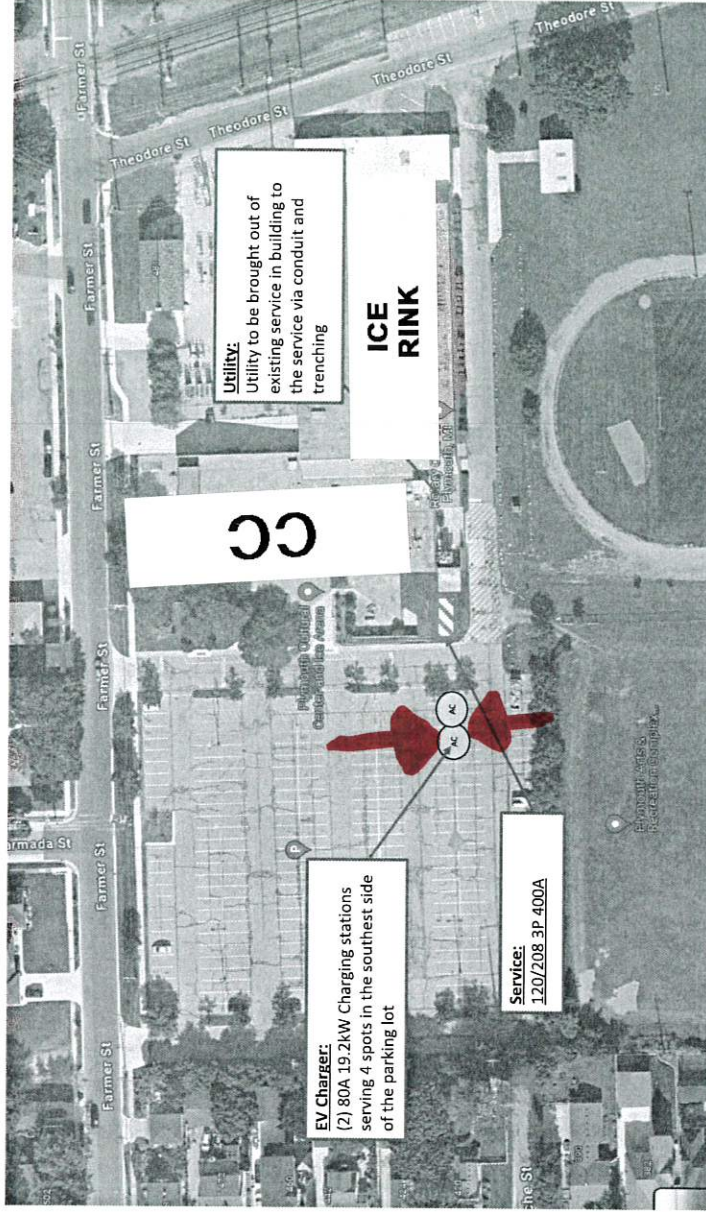
<sup>1</sup> Optional

<sup>2</sup> Requires FLO Global Management Services (GMS)

# CHARGER LOCATION

**SYMBOLS**

-  AC Charger (kW noted)
-  Service
-  Utility Pole



CC

ICE RINK

**Utility:**  
Utility to be brought out of existing service in building to the service via conduit and trenching

**EV Charger:**  
(2) 80A 19.2kW Charging stations serving 4 spots in the southeast side of the parking lot

**Service:**  
120/208 3P 400A

**CHARGE EV, LLC. CHARGING STATION  
AGREEMENT**

This Charging Stations Agreement (the “**Agreement**”) is effective as of the date signed by **HOST** (the “**Effective Date**”) by and between (“**Host**”), **City of Plymouth 201 S. Main, Plymouth, MI 48170** and Charge EV, LLC. (“**CEV**”), a Michigan company with its principal place of business located at 15045 Dixie Hwy, Ste A, Holly, MI 48442. CEV and Host may individually be referred to herein as a “**Party**” and collectively as the “**Parties.**”

**WHEREAS**, CEV, by installing electric vehicle chargers (“**EV Chargers**”) on the Premises, as defined herein, will provide value to Host by attracting electric vehicle owners and the public to, and providing additional visibility of, the property;

**WHEREAS**, Host acknowledges the value of CEV’s EV Chargers on the Premises and desires to grant a license to install and maintain EV Chargers at the Premises to CEV pursuant to the terms set forth herein;

**NOW THEREFORE**, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. PREMISES:**

Host hereby grants to CEV a license to install and maintain EV Chargers at the Premises located at **Plymouth Cultural Center and Ice Arena 525 Farmer St, Plymouth**, upon which CEV shall install the EV Chargers.

**2. INITIAL INSPECTION:**

**A. Early Access.** Beginning on “**Effective Date**” (“**Initial Inspection Start Date**”) CEV shall have a period of up to thirty (30) days during which it will have reasonable, non-exclusive access to the Premises for conducting its reviews and inspections (the “**Inspection Period**”).

**B. Application for Permits.** During the Inspection Period, CEV shall apply and pay for all required permits, variances and/or approvals required for CEV’s construction of the improvements on, and CEV’s use of, the Premises (collectively, the “**Permits**”).

**C. Right to Terminate.** If CEV determines, in its sole and absolute discretion, for any reason or for no reason whatsoever, that the Premises are unacceptable for CEV’s proposed use, CEV may, without any liability hereunder, terminate this Agreement upon written notice delivered to Host no later than five (5) business days following the expiration of the Inspection Period pursuant to Section 20 of this Agreement. CEV shall restore any damage to the Premises that is attributable to CEV.

### 3. INSTALLATION:

Upon acceptance of the Premises, CEV shall, at its sole expense, install the EV Chargers.

### 4. EQUIPMENT:

(2) Pedestals ((4) Level 2 chargers) will be installed at the host location. CEV can elect to change the equipment depending on utility support transformer and supply chain availability.

### 5. COMMENCEMENT DATE:

The date that the EV Chargers open to the public (the "**Commencement Date**") shall be within one hundred and fifty (150) days following the Initial Inspection Start Date, provided that no external permitting, utility or other requirements beyond CEV's control delay the installation, despite the best efforts of CEV. CEV shall provide written notice of the Commencement Date to Host pursuant to Section 20 of this Agreement for record keeping purposes. In the event of a delay as described herein, CEV shall deliver written notice to Host pursuant to Section 20 and this notice shall provide the Commencement Date, which in no event shall be any later than two hundred (200) days following the Initial Inspection Start Date.

### 6. TERM:

A. The initial term of the Agreement shall expire ten (10) years from the Commencement Date (the "Initial Term"). Thirty (30) days prior to the expiration of the Initial Term, CEV may elect to extend the Agreement and such extension shall be for an additional period of five (5) years (the "Renewal Term" and together with the Initial Term, the "Term"). Following the Renewal Term, any further renewals will be subject to mutual agreement between CEV and Host and may be of any duration agreed upon by the Parties. In the event Host wishes to sell or transfer of the Premises by Host while the Agreement is in effect, Host shall either assign this Agreement to the prospective buyer, which assignment shall be effective upon the sale or transfer of the Premises, or terminate this Agreement in accordance with Section 7 below. Host grants exclusive EV charging stations to CEV within the parcel ID number location(s) identified in this lease agreement.

### 7. EARLY TERMINATION:

A. If at any time after the 36<sup>th</sup> month of the Term, the EV Chargers at the Premises are performing at an average of fewer than 50 kilowatt hours per month over any period of six (6) consecutive months, CEV shall have the right to terminate this Agreement by providing Host written notice (the "Termination Notice") pursuant to Section 20 of this Agreement at least sixty (60) days in advance of the termination date, which shall specify the effective date of CEV's termination of this Agreement ("Termination Date"). As of the Termination Date, this Agreement shall terminate and neither Party shall thereafter have any further rights or obligations hereunder, except that CEV shall pay all monies owed pursuant to Section 11 of this Agreement through the Termination Date, and this Agreement shall be of no further force and effect.



**B.** If Host elects to terminate the Agreement prior to the expiration of the Term, Host must provide written notice to CEV pursuant to Section 20 of this Agreement (the "Termination Notice"), specifying the effective date of Host's termination of this Agreement.

i. Any termination without cause by the Host prior to the end of the one hundred and twentieth (120th) month of the Term, the Host is responsible to reimburse CEV for the full cost of any EV Rebate that CEV may have received, all costs CEV incurred for installing the EV Chargers on the Premises, and any costs for CEV to remove the Electrical Service Equipment, Electrical Infrastructure, Charging equipment, Utility equipment, decommissioning of equipment, bollards, foundations and EV Chargers from the Premises. In addition, Host shall pay CEV 50% of monthly gross sales from previous 90 days average, per month for remainder of the contract term.

ii. Host may terminate for cause without penalty as outlined below in (1), (2), and (3):

(1) In the event Host has not received payment under the terms of Section 11 of this Agreement by the tenth day of the calendar month, Host must provide written notice pursuant to Section 20 of this Agreement to CEV notifying CEV that it has not received payment. If CEV has not remitted the payment due to Host within thirty (30) days of the date of receipt of Host's notice, Host may terminate the Agreement for cause and without penalty.

(2) In the event that CEV has failed to properly maintain the EV Chargers, Host must provide notice pursuant to Section 20 of this Agreement to CEV. This notice shall provide information about the EV Charger(s) requiring maintenance. If CEV has failed to repair or replace the EV Chargers within thirty (30) days of receipt of the Host's notice, host may terminate the Agreement for cause and without penalty.

(3) Any other reason beyond Host's control, including but not limited to the acts or omissions of third parties, regulatory changes, civil disorder, labor strikes or disruptions, war, terrorism, pandemics, disease and natural disasters.

**C.** In all events of termination or expiration of this Agreement, the EV Chargers are owned by CEV and upon termination or expiration of the Agreement, CEV shall remove them and restore the Premises to the original condition.

**D.** The indemnity responsibilities as described in Section 15 of this Agreement survive termination.

## **8. UTILITIES:**

CEV, if owning the utility, agrees to arrange and pay the charges for all utility services provided or used in or at the Premises during the Term. CEV shall pay Host directly if

service is owned by the Host company. In the event that utility services are disrupted and Host becomes aware of such disruption, Host shall use its best efforts to quickly notify CEV as soon as possible of the disruption. Host must provide CEV with a utility statement showing amount per kWh charged for reimbursement of utility cost. Usage will be reported on a quarterly basis with payment.

**9. USE:**

CEV shall use and occupy the Premises during the Term for electric vehicle charging services. All use of the Premises by CEV shall comply with applicable codes, laws, and ordinances.

**10. CHARGING RATES:**

CEV shall not charge over 150% above the cost of delivered power.

**11. PAYMENT FOR CHARGING SERVICES:**

CEV shall share revenue generated from the EV Chargers in the amount of \$0.03 per kilowatt-hour payable on the tenth day of each quarter of the year. If the Term is renewed pursuant to Section 6 of this Agreement, during the first Renewal Term, CEV shall pay a quarterly revenue share to Host in the amount of \$0.05 per kilowatt-hour, payable on the tenth day of each quarter of the year. Payments shall be made via check unless otherwise agreed to by the Parties.

**12. MAINTENANCE:**

CEV shall be responsible for maintaining the EV Chargers and Host shall not have any liability for damage to the EV Chargers unless such damage is caused by Host's gross negligence or willful misconduct. Notwithstanding the foregoing, Host must maintain the Premises and common areas of the Premises. Host agrees to coordinate any parking lot maintenance with CEV to ensure that charging stalls remain available as much as is reasonably feasible. CEV may, in its discretion and at its sole cost, install security cameras and other equipment to monitor the Premises from off-site. Host shall have no responsibility for the use or maintenance of security cameras and other equipment to monitor the Premises. All site equipment installed in relation to the charging infrastructure shall be maintained in good condition for the entire term of the Agreement.

**13. HOST COVENANTS:**

Host represents that it is the owner of the Premises and that this Agreement does not violate any agreement, lease or other commitment of Host. Host shall not take any action that would impair or interrupt the use of the Premises or the EV Chargers, except as necessary for Host to satisfy its obligations as a government entity. Host agrees to notify CEV within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Premises or EV Chargers, or (ii) it obtains knowledge of a needed repair to the Premises or EV Chargers. If non-electric vehicle motorists repeatedly park in the stalls dedicated to the EV Chargers ("Dedicated Stalls"), thereby impairing use of the Dedicated

Stalls, then the Parties shall together determine and implement an appropriate and effective strategy for preventing such impairment, including, without limitation, alternative signage and painted asphalt, for which CEV shall bear the entire cost. Host shall use commercially reasonable efforts to actively monitor the Premises to ensure that use of the EV Chargers is not impaired. CEV shall not be responsible for any consequential or delay claims and damages arising out of the sites in any fashion regardless whether or not said claims are foreseeable.

**14. SIGNAGE:**

CEV signage to be installed at the Premises is represented in **Exhibit A** and shall include signs to identify Dedicated Stalls. Any material revisions or additions to the signage depicted in **Exhibit A** shall be subject to Host approval, which shall not be unreasonably withheld, conditioned or delayed. All signage shall be professionally prepared, installed and maintained at CEV's expense.

**15. INDEMNIFICATION:**

Except to the extent of any gross negligence or willful misconduct of Host, CEV hereby agrees to indemnify, hold harmless, the Premises, Host, its managers, members, agents and representatives from all liability, damages, loss, costs and obligations, on account of or arising out of or alleged to have arisen out of any claim of any third party directly related to CEV's use of the Premises. CEV shall promptly remove or bond any liens placed on the Premises as a result of any claims for labor or materials furnished to or for CEV at or for use on the Premises.

**16. DESTRUCTION:**

Upon total destruction of the Premises either Party shall terminate the Agreement by furnishing written Notice pursuant to Section 20 of this Agreement within thirty (30) days of such destruction.

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**17. INSURANCE:**

CEV shall carry commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) for bodily injury or death. A certificate evidencing such insurance shall be delivered to Host upon completion of the EV Charger installation and from time to time thereafter as may be requested by Host. Upon request, CEV shall include Host as additional insured on its commercial general liability and umbrella insurance policies. CEV will also carry worker's compensation insurance in accordance with state and federal law.

**18. CONFIDENTIALITY AND PUBLICITY:**

Neither Party will use the other Party's name, trademark or logo without such other Party's prior written consent.

**19. ENVIRONMENTAL MATTERS:**

To the best of Host's knowledge, Host believes that the Premises shall be delivered free of environmental contamination. CEV shall have no liability for any environmental contamination unless caused by CEV, its agents, employees or contractors.

**20. NOTICES:**

All notices or demands shall be in writing and shall be deemed duly served or given only if delivered by prepaid (i) U.S. Mail, certified or registered, return receipt requested, or (ii) reputable, overnight courier service (such as UPS or FedEx) to the addresses of the respective parties as specified in this Section. Copies of such correspondence shall be delivered via email as well as a courtesy if an email address is provided, but email notification does not suffice as effective notice for the purpose of this Agreement. Host and CEV may change their respective addresses for notices by giving notice of such new address in accordance with the provisions of this paragraph.

**City of Plymouth, to:**

Contact Name: John Buzuvis

Position: Economic Development Director

Address: City of Plymouth 201 S. Main

Plymouth, MI

Email: [jbuzuvis@plymouthmi.gov](mailto:jbuzuvis@plymouthmi.gov)

Phone: 734-453-1234 ext. 222

**CEV, to:**

Contact Name: Duane Lobbestael

Position: President

15045 Dixie Hwy Ste A, Holly, MI 48442

Email Address:  
[duane@statecontractingus.com](mailto:duane@statecontractingus.com)

**21. SUCCESSORS AND ASSIGNS:**

This Agreement shall be binding upon and shall inure to the benefit of Host and CEV and their respective successors and assigns.

**22. ARBITRATION:**

If a dispute arises out of or relates to this Contract or the breach thereof or otherwise, and if the dispute cannot be settled through direct discussions the parties agree to first endeavor to settle the dispute by mediation under the construction industry mediation rules of the American Arbitration Association or privately before having recourse to

arbitration. Thereafter, any remaining claims or disputes arising out of, or relating to,

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this Contract or the breach thereof shall be decided by arbitration in accordance with the most current Construction Industry.

**23. GOVERNING LAW, JURISDICTION AND VENUE:**

Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan. Any legal suit, action or proceeding arising out of this Agreement or the matters contemplated hereunder shall be instituted in state court in **Oakland** County in the State of Michigan, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or inconvenient forum. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

**24. VOLUNTARY AND INFORMED EXECUTION:**

The Parties acknowledge and agree that they have fully read, completely understand and voluntarily enter into and execute this Agreement, and acknowledge they have been represented and advised by counsel or had ample opportunity to be represented by counsel during the negotiations and drafting of this Agreement.

**25. AMENDMENT:**

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

**26. SEVERABILITY:**

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If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the Parties agree that such provision shall be adjusted or modified by the court to the extent necessary to cure that invalidity, and that such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**27. COUNTERPARTS:**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Signed copies transmitted electronically in PDF or similar format shall be treated as originals.

**IN WITNESS WHEREOF**, the Parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written below.

**Charge EV, LLC.**

\_\_\_\_\_  
**By: Duane Lobbestael**  
**Its: President**

**City of Plymouth:**

\_\_\_\_\_  
**By:**  
**Its:**  
**Effective Date:**

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**EXHIBIT A SIGNAGE  
CHARGING STATIONS**

12" x 18" sign



EV Charging Parking Spaces will be clearly signed and striped to indicate reserved spaces.

Post height will be no taller than 72" h, Panel sign will be 12" w x 18" h x .125" d

## RESOLUTION

WHEREAS The City of Plymouth City Commission has adopted a Five-Year Strategic Plan with a goal area of Sustainable Infrastructure to address changing vehicular habits to include the installation of electric vehicle (EV) charging stations; and

WHEREAS The administration has worked with CHARGE EV/State Electric to coordinate the General Motors Dealer Community Charging Program; and

WHEREAS The administration and State Electric have identified the Culutral Center parking lot for the installation of two dual port EV charges to be connected to the emergency back-up generator located at the Cultural Center; and

WHEREAS The EV Chargers will be installed at no cost to the city and the city will receive a revenue sharing of the monies collected from the use of the chargers for an initial period of ten years,

WHEREAS Charge EV is responsible for the installation, maintenance, repair, and upkeep on the chargers for the life of the agreement.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the mayor to execute the enclosed agreement with Charge EV for an initial period of ten years with a five-year renewal option as outlined in the agreement.



## 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 - Storm Water System Acceptance - Scooters Coffee - 05-20-24.docx  
Date: May 15, 2024  
RE: Scooters Stormwater Jurisdiction Acceptance

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### Background

The City Commission is aware that Scooters Coffee opened about one year ago. One of the final close out items on this development is the Stormwater Jurisdiction. The County requires stormwater management from the site in accordance with the County Ordinance. As a part of that Ordinance, the city is required to take responsibility for the storm water management system on that site. This is the first part of a two-part program.

Once the City accepts the storm water management system from the developer in accordance with the County requirements, we then execute a second agreement. That second agreement will be an agreement between the developer and the city, which requires the developer to maintain the stormwater system on the site. If they fail to maintain the stormwater system, then the city is authorized to complete the maintenance work and bill directly to the property owner, with an administrative fee.

We have other agreements like this around the city, such as at the Taco Bell location on Main Street at Mill Street. These agreements would be registered with the County of Wayne and will run with the property in perpetuity.

We have attached a memorandum from John Buzuvis which further outlines this process and provides additional background information.

## **Recommendation**

The City Administration recommends that the City Commission adopt the proposed Resolution, created by Wayne County to accept the jurisdiction and long-term maintenance responsibility for the storm water management system at Scooter's Coffee at 1490 W. Ann Arbor Road.

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






# 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: Paul Sincock, City Manager  
From: John Buzuvis, Economic Development Director   
CC: S:\Community Development\PLANNING COMMISSION  
Date: May 15, 2024  
RE: Scooters Acceptance of Stormwater Jurisdiction

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## Background

As you are aware Scooter's Coffee opened approximately one year ago at 1490 W. Ann Arbor Rd. on the long vacant former gas station site at the corner of Sheldon and Ann Arbor roads. The reactivation of that site from a gravel lot to an active business use has been a productive addition to the city.

The stormwater management system installed at Scooters empties into the Wayne County storm sewer on Ann Arbor Rd. As part of the final close out of the project the developer is in the process of finalizing their Storm Water Management system permits with Wayne County. As part of that process, per the Wayne County Stormwater Management Ordinance, the city is required to take jurisdiction/long-term maintenance responsibility of the storm water management system on this site. This is standard and required as part of the process for the applicant to receive the necessary closeout approvals from the county.

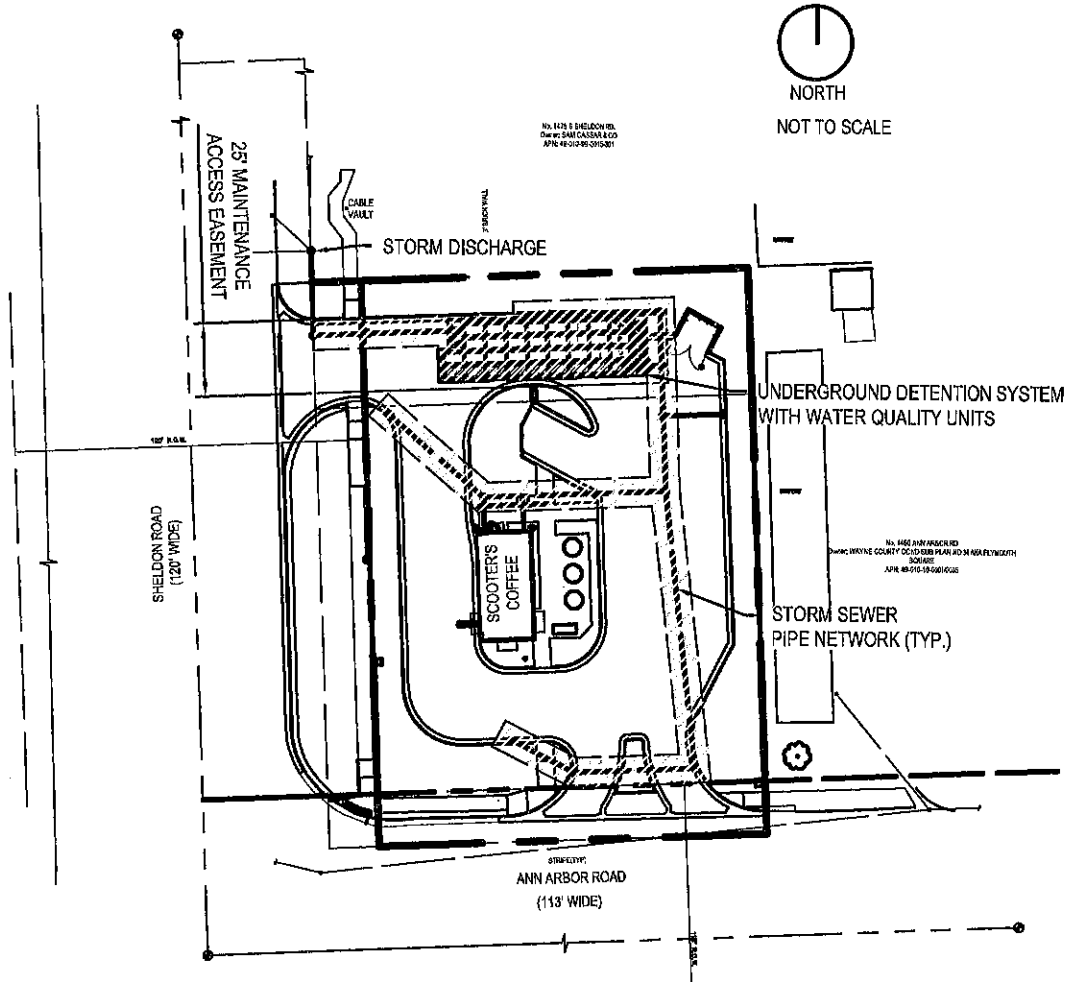
Following the acceptance of the jurisdiction/long-term maintenance by the city the city will enter into a long-term maintenance agreement with the developer, Bender Plymouth 1, LLC. The long-term agreement with the property owner will require them to maintain the system, per the approved schedule, in perpetuity. If the owner should fail to do that the City will have the work completed and bill the property owner to include an administrative fee. The agreement is recorded with the county and runs in perpetuity with the land.

## RECOMMENDATION:

The administration would recommend that the City Commission review and approve the attached resolution accepting jurisdiction and long-term maintenance responsibility for the storm water management system installed at Scooter's Coffee located at 1490 W. Ann Arbor Rd.

Attached please find the model resolution provided by Wayne County related to this matter as well as the maintenance schedule approved by the City Utility Department. Please feel free to contact me should you have any questions in advance of the meeting.

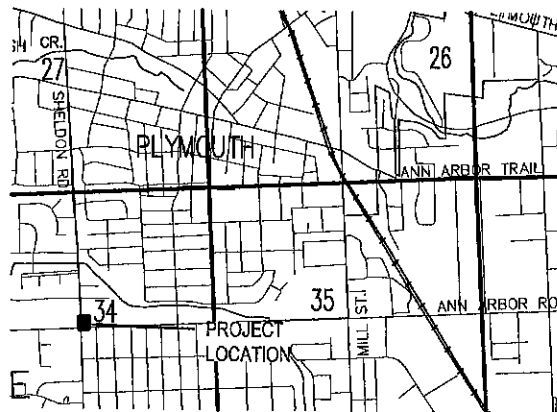
# EXHIBIT A - PHYSICAL LIMITS OF STORM MANAGEMENT SYSTEM



## LEGAL DESCRIPTION:

PARCEL 1 AND 2 DESCRIBED FOR TAX PURPOSES AS:  
PART OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 34, TOWN 1 SOUTH, RANGE 8 EAST, DESCRIBED AS: BEGINNING NORTH 00 DEGREES 21 MINUTES 20 SECONDS EAST 53.00 FEET AND SOUTH 89 DEGREES 40 MINUTES 50 SECONDS EAST 60.00 FEET FROM THE CENTER  $\frac{1}{4}$  CORNER OF SECTION 34; THENCE NORTH 00 DEGREES 21 MINUTES 20 SECONDS EAST 175.00 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 50 SECONDS EAST 133.00 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 20 SECONDS WEST 175.00 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS WEST 133.00 FEET TO THE POINT OF BEGINNING.

TAX PARCEL NO.: 49-010-99-0013-301


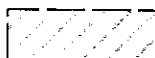


## LOCATION MAP:

Project: SCOOTER'S COFFEE, PLYMOUTH  
Date: 05/09/2024  
Project No.: 91880004

Sheet 1 of 1

## LEGEND

-  STORM SEWER
-  CITY OF PLYMOUTH MAINTENANCE RESPONSIBILITY STORM SEWER AND DETENTION

**progressive|ae**

PROGRESSIVE AE, INC.  
1811 4 Mile Rd NE | Grand Rapids, MI 49525 | 616.261.2884  
330 South Tryon St, Suite 500 | Charlotte, NC 28202 | 704.731.8080 www.progressive|ae.com

**EXHIBIT B**

**STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN**

Property Information: Scooter's Coffee  
1490 West Ann Arbor Road  
Plymouth, MI 48170

Applicant: Bender Plymouth 1, LLC  
Attn: Bryan Bender  
30445 Northwestern Hwy, Suite 275  
Farmington Hills, MI 48334

Property Owner: Flagstar Bank, FSB  
5151 Corporate Drive  
Troy, MI 48098

**A. Physical Limits of the Stormwater Control System**

The stormwater control system (SWCS) subject to this Long-Term Maintenance Plan (Plan) is depicted in Exhibit A to the Permit and includes without limitation the storm sewers, manholes, catch basins, stormwater inlets, underground detention basin, outlet structure, and closed conduits that convey flow from the underground detention basin to the City of Plymouth stormwater system.

For purposes of this Plan, this stormwater control system and all of its components as shown on Exhibit A is referred to as Scooter's Coffee – Plymouth Stormwater System.

**B. Time Frame for Long-Term Maintenance Responsibility**

Bender Plymouth 1, LLC is responsible for maintaining the Scooter's Coffee – Plymouth Stormwater System, including complying with applicable requirements of the local or Wayne County soil erosion and sedimentation control program, until Wayne County releases the construction C-permit. Long-term maintenance responsibility for the Scooter's Coffee – Plymouth Stormwater System commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

**C. Manner of Ensuring Maintenance Responsibility**

The City of Plymouth has agreed to assume responsibility for long-term maintenance of Scooter's Coffee – Plymouth Stormwater System if Bender Plymouth 1, LLC fails to perform. The resolution by which the City of Plymouth has assured maintenance responsibility will be attached to the M-Permit as Exhibit C. Bender Plymouth 1, LLC, through this maintenance agreement with the City of Plymouth, has committed to perform the maintenance activities required by this Plan. The City of Plymouth retains the right to enter the property and perform the necessary maintenance of the Scooter's Coffee – Plymouth Stormwater System if Bender Plymouth 1, LLC fails to perform the required maintenance activities.

To ensure that the Scooter's Coffee – Plymouth Stormwater System is maintained in perpetuity, the map of the physical limits of the stormwater control system (Exhibit A), this Plan (Exhibit B), the resolution attached as Exhibit C, including the maintenance agreement between the public entity and the Property Owner will be recorded with the Wayne County Register of Deeds. Upon recording, a copy of the recorded document will be provided to the County.

**D. Long-Term Maintenance Plan and Schedule**

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance, and remedial actions). Table 1 also identifies site-specific work needed to ensure that the stormwater control system functions properly as designed.

**Table 1 - Long-Term Maintenance Schedule**

**Scooter's Coffee, 1490 West Ann Arbor Road, Plymouth, MI 48170**

Maintenance Activities	System Components					Frequency
	Catch Basins, Inlets, and Storm Sewers	Underground Detention Chambers and Isolator Row	Detention Outlet Structures	Pre-Treatment Water Quality Unit	Pavement	
<b>Monitoring and inspection</b>						
Inspect for Sediment accumulation*/ Clogging of stone media	X	X	X	X	X	Annually
Inspect for floatables, dead vegetation and debris	X	X	X	X	NA	Annually and after Major Events
Inspect all components during wet weather and compare to as-built plans	X	X	X	X	NA	Annually and after Major Events
Ensure means of access for Maintenance Remain clear / open	X	X	X	X	X	Annually
Inspection for sediment tracking and street sweeping	NA	NA	NA	NA	X	As Needed
<b>Preventative Maintenance</b>						
Remove Accumulated sediment	X	X	X	X	X	As Needed*
Remove Floatables, dead vegetation and debris	X	X	X	X	NA	As Needed
<b>Remedial Actions</b>						
Structural Repairs	X	X	X	X	X	As Needed
Make adjustments / repairs to ensure proper functioning	X	X	X	X	X	As Needed

\*Manufactured treatment systems and underground detention systems to be cleaned according to manufacturer's recommendations; at a minimum, whenever sediment accumulates to a depth of 6-12 inches or if sediment resuspension is observed.

Model Community Resolution Accepting  
Long Term Maintenance of Storm Water Management System

Resolution No. \_\_\_\_\_

At a regular Meeting of the City of Plymouth City Commission on May 20, 2024, the following resolution was offered:

- WHEREAS chapter 7 of the Wayne County Storm Water Ordinance (Wayne County Ordinance”), requires storm water management systems to be maintained in perpetuity to ensure that the systems function properly as designed;
- WHEREAS Rule 1001 of Wayne County Storm Water Management Administrative Rules (“Administrative Rules”), requires applicants for storm water construction approval to submit long term maintenance plans as part of an application for storm water construction approval;
- WHEREAS Bender Plymouth 1, LLC (“Developer”), has applied to Wayne County Department of Public Services for a storm water construction approval with respect to a project named SCOOTER’S COFFEE PLYMOUTH (“Project”), located at 1490 W. Ann Arbor Rd. in the City of Plymouth, MI,
- WHEREAS Developer’s application for storm water construction approval has been assigned permit review number M-53462,
- WHEREAS Developer submitted a plan to the County and City of Plymouth entitled Scooter’s Coffee, 1490 West Ann Arbor Road, Plymouth, MI 48170 Storm Water management System Long-Term Maintenance Plan, authored by Progressive AE on May 9, 2024 (“Plan”), for long-term maintenance of the storm water management system(s) at the Project pursuant to Rule 801, which Plan has been tentatively approved by the County pending issuance of this resolution and has been accepted by the City of Plymouth; and
- WHEREAS The City of Plymouth has agreed to assume jurisdiction and accept responsibility for long-term maintenance of storm water management system(s) at the Project in perpetuity;

NOW THEREFORE BE IT RESOLVED that the City of Plymouth assumes jurisdiction over and accepts responsibility for long term maintenance of storm water management system(s) at the Project pursuant to the Wayne County Ordinance, the Administrative Rules, the Plan, and the storm water construction approval issued by Wayne County;

BE IT FURTHER RESOLVED that approval be and is hereby granted, authorizing the Director of Municipal Services to execute, on behalf of the City of Plymouth, Permit M-53462 for long term maintenance of storm water management system issued by Wayne County for the project.



## 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 - Storm Water System Maintenance Agreement - Scooters Coffee - 05-20-24.docx  
Date: May 15, 2024  
RE: Scooters Stormwater Maintenance Agreement

---

### Background

This is the second of two actions related to the storm water system at Scooter's Coffee on Ann Arbor Road. One of the final close out items on this development is related to the Stormwater system on that site.

Once the City accepts the storm water management system from the developer in accordance with the County requirements, we then execute this second agreement. That second agreement will be an agreement between the developer and the city, which requires the developer to maintain the stormwater system on the site. If they fail to maintain the stormwater system, then the city is authorized to complete the maintenance work and bill directly to the property owner, with an administrative fee.

We have other agreements like this around the city, such as at the Taco Bell location on Main Street at Mill Street. These agreements would be registered with the County of Wayne and will run with the property in perpetuity.

We have attached a memorandum from John Buzuvis which further outlines this process and provides additional background information.

### Recommendation

The City Administration recommends that the City Commission adopt the proposed Resolution, related to the long-term maintenance responsibility for the storm water management system at Scooter's Coffee at 1490 W. Ann Arbor Road.

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





# Administrative Recommendation

---

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

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

To: Paul Sincock, City Manager

From: John Buzuvis, Economic Development Director

CC: S:\Community Development\PLANNING COMMISSION

Date: May 15, 2024

RE: Approval/Acceptance of Long-Term Stormwater Maintenance Agreement Scooter's 1490 Sheldon Rd.

---

## Background

As you are aware Scooter's Coffee opened approximately one year ago at 1490 W. Ann Arbor Rd. on the long vacant former gas station site at the corner of Sheldon and Ann Arbor roads. The reactivation of that site from a gravel lot to active business use has been a productive addition to the city.

The stormwater management system installed at Scooters empties into the Wayne County storm sewer on Ann Arbor Rd. As part of the final close out of the project the developer is in the process of finalizing their Storm Water Management system permits with Wayne County. As part of that process, per the Wayne County Stormwater Management Ordinance, the city has accepted the jurisdiction/long-term maintenance responsibility of the storm water management system on this site. This is standard and required as part of the process for the applicant to receive the necessary closeout approvals from the county.

The next step in the process is for the city and developer to enter into a long-term agreement where the developer and any successors assume the maintenance and upkeep responsibilities for stormwater system from the city per the accepted and approved maintenance schedule. Should the developer, or their successors, fail to do so the city has the right to complete the work and bill the developer/responsible party plus an administrative fee. The enclosed agreement will be recorded with Wayne County and runs in perpetuity with the land.

## RECOMMENDATION

The administration recommends that the City Commission review and accept the attached Long-Term Stormwater Maintenance Agreement. The administration further recommends that the City Commission authorize the mayor to sign the agreement on behalf of the city.

Attached please find the Long-Term Agreement, Approved Maintenance Schedule, and property legal description. Please feel free to contact me should you have any questions in advance of the meeting.

**STORM WATER MANAGEMENT SYSTEM  
MAINTENANCE AND REPAIR AGREEMENT**

This Storm Water Management System Maintenance and Repair Agreement (“AGREEMENT”) made and entered into as of \_\_\_\_\_ 20\_\_, by and among the CITY of PLYMOUTH, a municipal corporation, with principal offices located at 201 S. Main St., Plymouth, MI 48170, hereafter referred to as the “CITY”; and \_\_\_\_\_, whose principal office is located at \_\_\_\_\_, hereafter referred to as “OWNER”.

**WITNESSETH:**

**WHEREAS**, the OWNER owns a certain real property located at\_ 1490 W. Ann Arbor Road, in City of Plymouth, Wayne County, Michigan, and described in the legal description attached as Exhibit A; and

**WHEREAS**, the OWNER proposes to develop the property described on Exhibit A as a drive-thru food service facility and in connection therewith has submitted a storm water management system plan to Wayne County and the City (“Plan”); and

**WHEREAS**, Wayne County requires that the construction, maintenance and repair responsibilities for any proposed storm water management system to be constructed in City of Plymouth, including the storm water management system to be constructed within the drive-thru restaurant property as part of the construction and development of property and connected to the Wayne County storm water management system, be accepted by The City of Plymouth; and

**WHEREAS**, the CITY has adopted a resolution as required by the Wayne County Office of Public Services to assume jurisdiction of said on-site storm water management system, said jurisdiction having been assumed by the CITY at the request of and benefit for the OWNER in order to complete construction of the proposed drive-thru restaurant facility and accommodate the OWNER and all future owners of the property and/or drive-thru restaurant facility; and

**WHEREAS**, the OWNER wishes to outlet storm drainage from the proposed facility property through connection(s) within the property described in Exhibit A, the connection being made by OWNER as shown on Exhibit A. As shown on Exhibit A, attached hereto and made a part hereof by reference, the connections are hereinafter referred to as the "CONNECTIONS" and the proposed storm water management system to be constructed as part of the proposed drive-thru restaurant facility and which will access via the CONNECTIONS is hereinafter referred to as the "FACILITY"; and

**WHEREAS**, the CITY has received permit number M-53462 ("Permit") attached as Exhibit C issued by Wayne County authorizing the construction, operation and maintenance of the OWNER's Plan, CONNECTIONS and FACILITY; and

**WHEREAS**, the CITY and OWNER desire to transfer the responsibilities of the Permit from the CITY to the OWNER, or OWNERS's successors and assigns, and confirm the terms and conditions of said transfer of responsibilities by this Agreement.

**NOW THEREFORE**, in consideration of the premises, the foregoing recitals fully incorporated into this Agreement and undertakings of the parties set forth in this AGREEMENT, the parties agree as follows:

1. The OWNER shall be responsible for and shall pay all costs related to the construction, operation, maintenance and repair of the FACILITY. The OWNER shall be responsible for all subsequent liabilities and costs for the maintenance, operation, repair and replacement of the FACILITY. The OWNER shall be fully, completely and unconditionally responsible for, shall assume all CITY obligations under the Permit and shall pay all costs related to performing the requirements of the Permit and Plan.
2. The CITY may enter upon the OWNER's property upon reasonable notice for the purposes of inspecting, repairing and maintaining said storm drainage system and private sewer pipe, in which event the OWNER agrees to pay to the CITY all charges and expenses incurred thereon plus an administrative fee of 25% of those costs. In the event that the OWNER shall, at any time, fail to carry out the responsibilities specified within this Agreement, and/or in the event of a failure to preserve and/or maintain the FACILITY in reasonable order and condition, CITY may serve written notice upon the OWNER setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period and, if not cured, the CITY shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property and perform such obligation or take such corrective measures as reasonably found by the CITY to be appropriate or necessary. The cost and expense of making and financing such actions by the CITY, including notices by the CITY and actual legal fees incurred by the CITY,

plus an administrative fee in an amount not to exceed twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by OWNER within thirty (30) days of a billing to the OWNER. All unpaid amounts may be placed on the delinquent tax roll of the CITY and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the CITY, such costs and expenses may be collected by suit initiated against the OWNER and in such event; the OWNER shall pay all court costs and actual attorney fees incurred by the CITY in connection with such suit.

3. The CONNECTIONS shall be designed to restrict its storm water flow capacity to the amount shown on Exhibit A within the FACILITY for the purpose of draining the proposed manufacturing facility in the manner described on Exhibit A.
4. The CITY shall assign to the OWNER, its successors and assigns, the revocable Permit executed between the CITY and the WAYNE COUNTY OFFICE OF PUBLIC SERVICES authorizing the CONNECTIONS, as shown on Exhibit A, and the OWNER and their successors or assigns shall be bound by said revocable Permit and the conditions of the Storm Water Discharge Permit issued by the Wayne County Department of Public Services and the Storm Sewer Maintenance Schedule as described on Exhibit "B" of this AGREEMENT.
5. In the event that operation, maintenance or repair of the FACILITY within the drive-thru restaurant facility becomes necessary, in the opinion of the regulating agencies, and the OWNER or their successors or assigns do not undertake the operation, maintenance or repair of the FACILITY within sixty (60) days after written notice from the regulating agencies, then the OWNER or their successors or assigns shall become responsible for any and all costs to the CITY for operation, maintenance or repair of the FACILITY, which costs shall be borne by the OWNER or their successors or assigns.
6. If in the future, Wayne County or any other public agency imposes higher or additional standards or requirements, those additional standards or requirements shall be deemed to automatically become part of the Maintenance and Repair Obligations of OWNER. It is the intention of the Parties that all costs associated with or attributable to the Storm Water Maintenance FACILITY will at all times be paid by the OWNER as OWNER's sole responsibility, cost and expense.
7. The OWNER shall defend, indemnify and hold harmless the CITY, its employees, agents, servants and elected officials, from any claims, costs, demands, actions, injuries, expenses, attorney fees and damages of any kind or nature whatsoever, fixed or contingent, known or unknown, which occur to property, flooding of lands, personal injury or diminution arising out of or in any way connected with the design, construction, ownership, inspection, maintenance, repair, operation (or omission in such regard) or use of the FACILITY or CONNECTIONS or the use of the Wayne County storm water management system to drain the FACILITY or

the CONNECTIONS, which arise out of carrying storm drainage from the manufacturing facility into the CONNECTIONS, or on account of any damages to the manufacturing facility, flooding of the manufacturing facility or diminution in the use of the CONNECTIONS, or the failure of the OWNER to comply with the requirements of the Permit or Plan or any other obligations of this Agreement.

8. This AGREEMENT shall continue in force for as long as the CITY is obligated to the WAYNE COUNTY OFFICE OF PUBLIC SERVICES, and shall run with the land. Further, this AGREEMENT shall be binding on the parties, and their respective successors and assigns.
9. The OWNER shall record this AGREEMENT with the Wayne County Register of Deeds, as an agreement with respect to the drive-thru restaurant facility, to ensure that this AGREEMENT shall be binding on the parties, and their successors and assignees in interest until such a time as is described in paragraph 8 above. The OWNER, within thirty (30) days of the execution of this AGREEMENT, shall provide the City with a copy of this AGREEMENT indicating that it has been filed for recording at the Wayne County Register of Deeds. Should the OWNER fail to timely record this Agreement, the City may record the Agreement and the OWNER shall pay the costs associated therewith.
10. Failure of the OWNER to timely pay to the CITY any amounts due under this Agreement such amounts may be placed on the delinquent tax roll of the CITY and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes.
11. In accordance with 1976 PA 453, the parties hereto covenant not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status, and to require a similar covenant on the part of any subcontractor employed in the performance of this AGREEMENT.

{Signatures on the following page}

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective duly authorized officers, managers, or members all as of the day and year above written.

OWNER:

\_\_\_\_\_

By:

\_\_\_\_\_

Its: Manager

By:

\_\_\_\_\_

Its: Manager

-and-

By:

\_\_\_\_\_

Its:

STATE OF MICHIGAN )

) ss

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ in his capacity as Manager of

\_\_\_\_\_,  
on behalf of such \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My commission expires: \_\_\_\_\_

{Signatures on the following page}



**Municipality:**  
City of Plymouth,  
a Michigan Body Public

By: \_\_\_\_\_  
Suzi Deal, Mayor

By: \_\_\_\_\_  
Maureen Brodie, CMC

STATE OF MICHIGAN    )  
                                  ) ss  
COUNTY OF WAYNE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Suzi Deal and Maureen Brodie, the Mayor and Clerk, respectively, of the City of Plymouth, a Michigan body public, on behalf of said body.

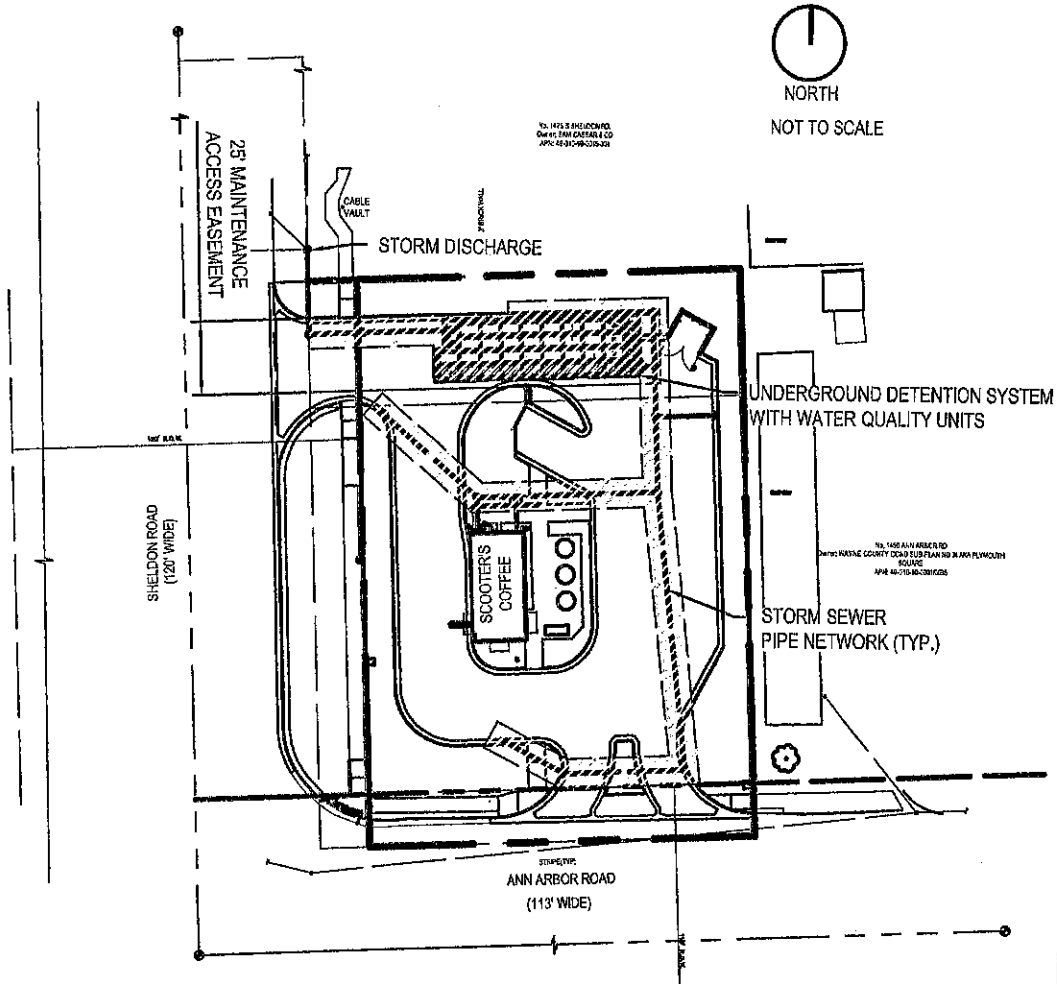
\_\_\_\_\_  
Notary Public, Wayne County, Michigan

My Commission expires: \_\_\_\_\_

DRAFTED BY AND WHEN  
RECORDED RETURN TO:

Clerk's Office  
Attn: Maureen Brodie, CMC  
City of Plymouth  
201 S. Main St.  
Plymouth, MI 48170

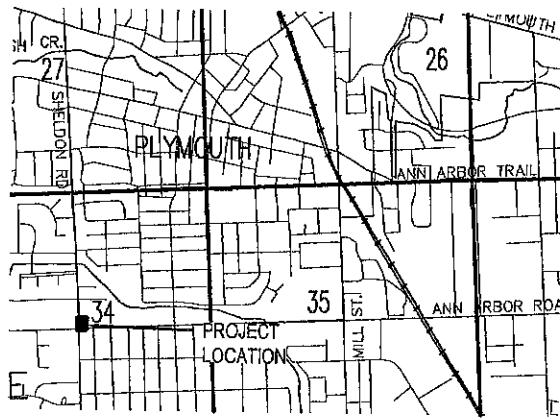
# EXHIBIT A - PHYSICAL LIMITS OF STORM MANAGEMENT SYSTEM



## LEGAL DESCRIPTION:

PARCEL 1 AND 2 DESCRIBED FOR TAX PURPOSES AS:  
 PART OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 34, TOWN 1 SOUTH, RANGE 8 EAST, DESCRIBED AS: BEGINNING NORTH 00 DEGREES 21 MINUTES 20 SECONDS EAST 53.00 FEET AND SOUTH 89 DEGREES 40 MINUTES 50 SECONDS EAST 60.00 FEET FROM THE CENTER  $\frac{1}{4}$  CORNER OF SECTION 34; THENCE NORTH 00 DEGREES 21 MINUTES 20 SECONDS EAST 175.00 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 50 SECONDS EAST 133.00 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 20 SECONDS WEST 175.00 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS WEST 133.00 FEET TO THE POINT OF BEGINNING.

TAX PARCEL NO.: 49-010-99-0013-301





LOCATION MAP:

Project: SCOOTER'S COFFEE, PLYMOUTH  
 Date: 05/09/2024  
 Project No.: 91880004

Sheet 1 of 1

## LEGEND

-  STORM SEWER
-  CITY OF PLYMOUTH MAINTENANCE RESPONSIBILITY STORM SEWER AND DETENTION

**progressive|ae**

PROGRESSIVE AE, INC.  
 1811 4 Mile Rd NE | Grand Rapids, MI 49525 | 616.361.2664  
 330 South Tyron St. Suite 500 | Charlotte, NC 28202 | 704.731.8089 www.progressiveaen.com

5/9/2024 2:25:05 PM CIVIL GROUP - MANIONU P:91880004\_003 WPEX-HIBIT A - SITE STORMWATER MAINTENANCE MAP.dwg

**EXHIBIT B**

**STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN**

Property Information: Scooter's Coffee  
1490 West Ann Arbor Road  
Plymouth, MI 48170

Applicant: Bender Plymouth I, LLC  
Attn: Bryan Bender  
30445 Northwestern Hwy. Suite 275  
Farmington Hills, MI 48334

Property Owner: Flagstar Bank, FSB  
5151 Corporate Drive  
Troy, MI 48098

**A. Physical Limits of the Stormwater Control System**

The stormwater control system (SWCS) subject to this Long-Term Maintenance Plan (Plan) is depicted in Exhibit A to the Permit and includes without limitation the storm sewers, manholes, catch basins, stormwater inlets, underground detention basin, outlet structure, and closed conduits that convey flow from the underground detention basin to the City of Plymouth stormwater system.

For purposes of this Plan, this stormwater control system and all of its components as shown on Exhibit A is referred to as Scooter's Coffee – Plymouth Stormwater System.

**B. Time Frame for Long-Term Maintenance Responsibility**

Bender Plymouth I, LLC is responsible for maintaining the Scooter's Coffee – Plymouth Stormwater System, including complying with applicable requirements of the local or Wayne County soil erosion and sedimentation control program, until Wayne County releases the construction C-permit. Long-term maintenance responsibility for the Scooter's Coffee – Plymouth Stormwater System commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

**C. Manner of Ensuring Maintenance Responsibility**

The City of Plymouth has agreed to assume responsibility for long-term maintenance of Scooter's Coffee – Plymouth Stormwater System if Bender Plymouth I, LLC fails to perform. The resolution by which the City of Plymouth has assured maintenance responsibility will be attached to the M-Permit as Exhibit C. Bender Plymouth I, LLC, through this maintenance agreement with the City of Plymouth, has committed to perform the maintenance activities required by this Plan. The City of Plymouth retains the right to enter the property and perform the necessary maintenance of the Scooter's Coffee – Plymouth Stormwater System if Bender Plymouth I, LLC fails to perform the required maintenance activities.

To ensure that the Scooter's Coffee – Plymouth Stormwater System is maintained in perpetuity, the map of the physical limits of the stormwater control system (Exhibit A), this Plan (Exhibit B), the resolution attached as Exhibit C, including the maintenance agreement between the public entity and the Property Owner will be recorded with the Wayne County Register of Deeds. Upon recording, a copy of the recorded document will be provided to the County.

**D. Long-Term Maintenance Plan and Schedule**

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance, and remedial actions). Table 1 also identifies site-specific work needed to ensure that the stormwater control system functions properly as designed.

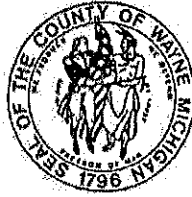
**Table 1 - Long-Term Maintenance Schedule**

**Scooter's Coffee, 1490 West Ann Arbor Road, Plymouth, MI 48170**

Maintenance Activities	System Components					Frequency
	Catch Basins, Inlets, and Storm Sewers	Underground Detention Chambers and Isolator Row	Detention Outlet Structures	Pre-Treatment Water Quality Unit	Pavement	
<b>Monitoring and Inspection</b>						
Inspect for Sediment accumulation*/ Clogging of stone media	X	X	X	X	X	Annually
Inspect for floatables, dead vegetation and debris	X	X	X	X	NA	Annually and after Major Events
Inspect all components during wet weather and compare to as-built plans	X	X	X	X	NA	Annually and after Major Events
Ensure means of access for Maintenance Remain clear / open	X	X	X	X	X	Annually
Inspection for sediment tracking and street sweeping	NA	NA	NA	NA	X	As Needed
<b>Preventative Maintenance</b>						
Remove Accumulated sediment	X	X	X	X	X	As Needed*
Remove Floatables, dead vegetation and debris	X	X	X	X	NA	As Needed
<b>Remedial Actions</b>						
Structural Repairs	X	X	X	X	X	As Needed
Make adjustments / repairs to ensure proper functioning	X	X	X	X	X	As Needed

\*Manufactured treatment systems and underground detention systems to be cleaned according to manufacturer's recommendations; at a minimum, whenever sediment accumulates to a depth of 6-12 inches or if sediment resuspension is observed.

<b>PERMIT OFFICE</b> 33809 MICHIGAN AVE WAYNE, MI 48184, PHONE (734) 595-6504 FAX (734) 595-6356
72 HOURS BEFORE ANY CONSTRUCTION, CALL
<b>FOR INSPECTION</b>



PERMIT No. <b>M-53462</b>	
ISSUE DATE <b>3/16/2023</b>	EXPIRES
REVIEW No. <b>R 21-715</b>	WORK ORDER

**WAYNE COUNTY**  
**DEPARTMENT OF PUBLIC SERVICES**  
**PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN**

PROJECT NAME: MAINTENANCE PERMIT FOR SCOOTER'S COFFEE

LOCATION: SHELDON RD (0 FT. PROJECT IS ON THE NORTHEAST QUADRANT OF THE INTERSECTION) CITY/TWP: PLYMOUTH

PERMIT HOLDER CITY OF PLYMOUTH 1231 GOLDSMITH PLYMOUTH, MI 48170-1637	CONTRACTOR
--	------------

CONTACT CHRIS PORMAN (734) 453-7737	CONTACT MAUREEN <BLANK> (313) 995-2444
---	--

DESCRIPTION OF PERMITTED ACTIVITY: (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

PERMIT TO MAINTAIN THE STORM WATER MANAGEMENT SYSTEM IN ACCORDANCE WITH THE DRAWING ATTACHED AS EXHIBIT "A", THE TERMS OF THE LONG-TERM MAINTENANCE PLAN ATTACHED AS EXHIBIT "B" AND THE WAYNE COUNTY STORM WATER ORDINANCE AND ADMINISTRATIVE RULES. A RESOLUTION FROM THE LOCAL MUNICIPALITY TO MAINTAIN THE PROPOSED STORM WATER MANAGEMENT SYSTEM AND ITS FACILITIES IS REQUIRED.

THE CITY OF PLYMOUTH SHALL ASSUME JURISDICTION OVER AND ACCEPT RESPONSIBILITY FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM(S) TO ENSURE THAT THE STORM WATER MANAGEMENT SYSTEM FUNCTIONS PROPERLY AS DESIGNED AND CONSTRUCTED. THE PERMIT HOLDER'S RESPONSIBILITIES UNDER THIS PERMIT SHALL INCLUDE, WITHOUT LIMITATIONS, (A) ANY MONITORING AND PREVENTIVE MAINTENANCE ACTIVITIES SET FORTH IN THE PLAN; (B) ANY AND ALL REMEDIAL ACTIONS NECESSARY TO REPAIR, MODIFY OR RECONSTRUCT THE SYSTEM AND (C) OTHER ACTIVITIES OR RESPONSIBILITIES FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM AS MAY BE SET FORTH IN THE ORDINANCE, ADMINISTRATIVE RULES, THE PLAN OR THIS PERMIT.

THE CITY OF PLYMOUTH SHALL PERFORM ALL MONITORING, MAINTENANCE, REMEDIAL AND OTHER RESPONSIBILITIES REQUIRED BY THE WAYNE COUNTY ORDINANCE, ADMINISTRATIVE RULES, THE PLAN AND THIS PERMIT, IN PERPETUITY AND AT ITS SOLE COST EXPENSE.

THE CITY OF PLYMOUTH SHALL PREPARE, EXECUTE AND (IF NECESSARY) RECORD ANY AND ALL AGREEMENTS, CONTRACTS AND OTHER DOCUMENTS THAT MAY BE REQUIRED TO PERFORM ITS OBLIGATIONS HEREUNDER AND ENSURE MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM IN PERPETUITY.

IF WAYNE COUNTY FINDS IT NECESSARY TO ADJUST OR RELOCATE ALL OR ANY PORTION OF THE PERMITTED STORM WATER MANAGEMENT SYSTEM, THE PERMIT HOLDER SHALL CAUSE THIS ADJUSTMENT OR RELOCATION TO BE ACCOMPLISHED AT NO EXPENSE TO THE COUNTY. PRIOR TO ANY WORK BEING PERFORMED IN THE RIGHT-OF-WAY, A PERMIT SHALL BE SECURED FROM THE WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES PERMIT OFFICE.

APPROVED PLANS PREPARED BY Bryan Bender	REQUIRED ATTACHMENTS EXHIBIT A: MAP DEPICTING PHYSICAL LIMITS OF STORM WATER MGT SYSTEM EXHIBIT B: LONG TERM MAINTENANCE PLAN EXHIBIT C: BINDING AGREEMENT (COMMUNITY RESOLUTION)
PLANS APPROVED BY Yousif, I.	(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

*In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are Integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.*

PERMIT HOLDER NAME PERMIT HOLDER / AUTHORIZED AGENT	DATE	WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES	PREPARED BY
VALIDATED BY	PERMIT COORDINATOR	DATE	

**RESOLUTION**

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

- WHEREAS The City Commission of the City of Plymouth is required, to officially accept utility long-term maintenance responsibilities for new stormwater management systems installed and permitted by Wayne County, and
- WHEREAS The City of Plymouth, upon accepting maintenance responsibilities, enters into a long-term stormwater maintenance agreement for the system at Scooter's Coffee located at 1490 W. Ann Arbor Rd, to maintain the system in perpetuity, and
- WHEREAS The Department of Municipal Services have reviewed and approved the enclosed long-term maintenance agreement between the City and Bender Plymouth 1, LLC the developer and responsible party, and
- WHEREAS The City and Wayne County have required the property owner to install the necessary stormwater management system to meet the Wayne County Ordinance at 1490 W. Ann Arbor Road as part of the Scooter's Coffee development,

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the enter into the attached Long-Term Stormwater Maintenance Agreement with Bender Plymouth 1, LLC, its assigns, and successors,

NOW BE IT FURTHER RESOLVED THAT The City Commission of the City of Plymouth authorize the Mayor and City Clerk to sign the agreement on behalf of the City of Plymouth prior to the agreement recording by Wayne County



## 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 to purchase Police Vehicle - 05-20-24.docx  
Date: May 16, 2024  
RE: Authorization to purchase Special Services Chevrolet Vehicles

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### Background

The City Commission was made aware earlier this month of the need to replace a vehicle in the Police Department fleet, specifically the vehicle used by the Detective Bureau. The current 2011 Chevrolet Tahoe has outlived its useful life and costs for repairs are prohibitive.

We looked at retiring other police patrol vehicles and reassigning them to the Detective Bureau; however, the next vehicles that would come out of service that could be reassigned would need extensive service, also making them cost prohibitive. We looked at other options such as used vehicles; however, the cost for used vs. new was not drastically different.

With the purchase of Chevy Equinoxes for the Community Development and Parking Enforcement vehicles in 2021, we have seen positive value and we looked at that option for the Detective Bureau vehicle. We compared used vs. new models as well as the price difference was minimal.

LaFontaine Chevrolet-Plymouth has a 2024 Chevy Equinox in stock for \$29,240, which includes the GM Municipal Discount. While the former Mi-Deal plan does not exist in the same form as it used to, this pricing is the standard governmental pricing option available to us.

### Recommendation

The City Administration recommends that the City Commission authorize the purchase of one (1) Chevy Equinox in the amount of \$29,240.00 from LaFontaine Chevrolet-Plymouth. Funding for this purchase shall be from the Equipment Fund. The Finance Director will adjust the budget to support this purchase.

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 Al Cox or myself.



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**PLYMOUTH POLICE DEPARTMENT MEMORANDUM**

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**TO:** PAUL SINCOCK, CITY MANAGER  
**FROM:** A.L. COX, DIRECTOR OF PUBLIC SAFETY  
**SUBJECT:** REPLACEMENT OF DB VEHICLE  
**DATE:** 5/16/2024

---

**BACKGROUND**

Within the police department fleet, one (1) vehicle is designated for use by our detectives. This is an unmarked vehicle that provides for surveillance operations (when necessary) and the daily activities required of detectives as they conduct their investigations, travel to and from court appearances, and travel to meetings across the County. Our current detectives' vehicle is a 2011 Chevy Tahoe that has served us well but is mechanically at its end of life.

Historically, we have replaced these vehicles by simply modifying a retiring police patrol vehicle that has hit its patrol mileage limits and can no longer be used for regular patrol. This process helped us maximize our budget. While this worked very well for a number of years, we have found that our most recent retiring patrol vehicles are mechanically not suitable for any police department use without expending significant funds for such things as engine rebuilds or new transmissions. And, even if such repairs were made, the costs do not provide an adequate return on investment in regard to the overall life expectancy of the vehicle. For this reason, we began looking for an appropriate replacement outside of our existing fleet.

After a review of various models, we found that the Chevy Equinox would be an appropriate replacement vehicle. This vehicle would provide adequate storage space for the various crime scene processing kits and tools detectives are required to carry and for the various pieces of evidence that are collected at crime scenes to be transported to the crime lab. Additionally, this vehicle provides AWD in inclement weather and is much more affordable than a Tahoe in terms of gas mileage. Utilizing General Motors fleet services, we received a quote for a 2024 Chevrolet Equinox LS for \$29,240.00. It should be noted that this includes the GM Municipal Discount of \$2,100.00, and we are purchasing directly from LaFontaine Chevrolet in our own Plymouth Community.

**RECOMMENDATION**

The detective vehicle is essential for the efficient operation of the Department. In addition to routine travel, detectives must transport various items to and from the State Crime Lab. This requires a reliable vehicle with adequate storage space. For this reason, I respectfully request that the City Commission authorize the purchase of one (1) Chevrolet Equinox at a cost of \$29,240.00 from LaFontaine Chevrolet-Plymouth. Finance Director Scanlon has been consulted in this matter, and the budget will support this purchase.

If you have any questions or concerns, please let me know. Thank you for your time and attention in this matter.

RESOLUTION

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

- WHEREAS The City of Plymouth operates a police department to help protect the public health, safety, and welfare; and
- WHEREAS From time-to-time vehicles used by the various departments need to be replaced; and
- WHEREAS There is a need to replace the vehicle used by the Detective Bureau of the Police Department; and
- WHEREAS The Police Department found that the Chevrolet Equinox would be an appropriate replacement; and
- WHEREAS The City of Plymouth received a proposal from LaFontaine Chevrolet-Plymouth to purchase one (1) 2024 Chevrolet Equinox.

NOW THEREFORE BE IT RESOLVED THAT the Plymouth City Commission authorizes the purchase of one (1) 2024 Chevrolet Equinox in the amount of \$29,240.00 Funding for this purchase is authorized from the Equipment Fund.



## 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 - Old Village Event Electrical Upgrade - 05-20-24.docx  
Date: May 15, 2024  
RE: Old Village Event Electrical Upgrades

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### Background

The City Commission is aware that there has been much discussion about increasing the capacity of event electrical systems in the Old Village area. The Department of Municipal Services staff, the DTE Energy Service Planner, and the City's electrician have been meeting and designing the new system. The City Commission has set for the City Administration the one-year task of pursuing electrical upgrades in Old Village for special event purposes, as part of the five-year strategic plan for sustainable infrastructure.

In addition, the Department of Municipal Services staff has met and discussed this project with members of the Old Village Association on multiple occasions to ensure that it was suitable for their needs, as well as the benefits and challenges of potential locations. We have attached a memorandum from the Department of Municipal Services which further outlines the scope of the project and project costs of \$55,000.

### Recommendation

The City Administration recommends that the City Commission authorize the Electrical Upgrade for Old Village Event Services in the amount of \$55,000 to Green Electrical Solutions, to meet the City Commission's goal of an upgraded event electrical system in Old Village. Funding for this project will be authorized from the City's Capital Improvement Budget.

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: May 14, 2024  
To: Paul Sincock, City Manager  
From: Chris S. Porman, Assistant City Manager/Director of Municipal Services  
Adam Gerlach, Assistant Director of Municipal Services  
Re: Old Village Electrical Upgrades

### Background

In the 2024 City Commission Strategic Plan, the City Commission identified "Pursue electrical upgrade in Old Village for special event purposes" as a one-year task under Goal Area #1 Sustainable Infrastructure. Municipal Services staff have been working with the City's Electrician, as well as an Electric Service Planner from DTE to plan and put together this project.

Based on the report from the DTE Electric Service Planner, the power would need to come from the area in the alley south of Liberty St. between Mill St. and Starkweather. There are no current available options north of that location unless transformers are added, and the power load was re-distributed; both of which would increase the cost substantially.

The proposed project would include the City's Electrician boring the new electrical lines from the existing transformer in the alley south of Liberty St. between Mill St. and Starkweather, installation of a new 300-amp panel and all associated labor and new materials. This new panel and electrical feed would provide more than enough electrical opportunity for events and would even have enough capacity to plug in multiple food trucks (as long as the food trucks brought their own cords). It should also be noted that this will remove the city's existing service, which is currently attached to a private business, and relocated onto our public property.

Additionally, this new electrical panel will allow the opportunity to consolidate one or two existing DTE services feeding the Old Village street lighting.

DMS staff and the City Electrician have met and discussed this project with members of the Old Village Association on multiple occasions to ensure it was suitable for their needs as well as discuss benefits/challenges of potential locations. Based on those discussions as well as the recommendation from the DTE Service Planner and the City's Electrician, the area near Starkweather and the entrance to the alley south of Liberty St. is the best location.

### Recommendation

We recommend that the City Commission authorize the City's Electrician, Green Electrical to perform the work as outlined in the attached proposal in an amount not to exceed \$55,000.00. The proposal is inclusive of labor and materials to complete the work. Funding for this project could come from the city's Capital Improvement Budget.

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



# GREEN ELECTRICAL SOLUTIONS

Electrical Contractor  
Commercial - Industrial

## ***QUOTATION***

May 14, 2024

24-325

Adam Gerlach  
agerlach@plymouthmi.gov  
City of Plymouth  
1231 Goldsmith  
Plymouth, MI 48170

**Attention:** Adam Gerlach  
**Regarding:** Old Village Electrical Service

Adam, I'm pleased to offer this proposal for the 300-amp 120/240-volt 3 phase service which would include:

- Directional Boring from service location to DTE pole
- Stainless Steel Enclosure
- 300-amp 120/240-volt 3 phase panel
- CT Cabinet and meter socket
- Power feed cables from DTE pole to service
- Directional Boring to feed existing lighting from Herman's service
- Branch circuits to feed lighting
- Removal of abandoned conduit and wiring
- Removal of DTE service on Hermans
- 30-amp and 20-amp receptacles
- Labor and materials

**Proposal.....\$55,500.00**

We thank you for the opportunity to quote your electrical requirements.

Sincerely

Don Green  
Master Electrician

This proposal will be valid for 30 days from quote date.



## RE: Old Village Plymouth

Donald Green <dgreen@green-electrical-solutions.com>

Thu 2/29/2024 8:09 AM

To: Porman, Chris <cporman@plymouthmi.gov>

📎 1 attachments (5 MB)

Liberty street.png;

Good Morning Chris,

See below on the email from DTE stating that it wouldn't be feasible to get power from a different location. Let me know if you have any questions.

Thanks,

Don

---

**From:** Alec D Mayernick <alec.mayernick@dteenergy.com>

**Sent:** Monday, November 27, 2023 8:31 AM

**To:** Donald Green <dgreen@green-electrical-solutions.com>

**Subject:** RE: [EXTERNAL] RE: Old Village Plymouth

Good morning Don,

I quickly reviewed, and as when we visited in the field, I do not have any capacity on equipment up there. We would either need to install or replace existing equipment to accommodate the service.

The Transformers we initially walked by feed residential, and I cannot go higher than the existing 50KVA. It is possible that we add transformers and re-distribute load, but were looking at that being a ±\$15k-\$25k job, or more.

That being said, I am struggling to see a feasible route for a service from lines we have just north of there.

I still think our source would need to be the alley near Starkweather between Liberty and Spring, and you folks would need to install conduit to connect A to B.

Unless the City has property or alleys that I cannot see, I don't know what else to do.

---

**Alec Mayernick | DTE Electric**

Electric Service Planner, SW Regional Planning and Engineering

**DTE**

C: (313) 910 7486

E: [alec.mayernick@dteenergy.com](mailto:alec.mayernick@dteenergy.com)

**Request for New Service: 800 338 0178**

**Gas Leaks, Outages, or Billing: 800 477 4747**

**[DTE Common Electrical Documents / Green Book / SIM](#)**

If additional support is needed, please contact my leader, Tracie Duncan, at 734-397-4108, or by email at [tracie.duncan@dteenergy.com](mailto:tracie.duncan@dteenergy.com)

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RESOLUTION

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

WHEREAS The City Commission has established a one-year task for the City Administration to Pursue electrical upgrades in Old Village for special event purposes, and this task is part Of the City Commission's five-year strategic plan for sustainable infrastructure, and

WHEREAS The City staff has met with DTE Energy service planners, the City's electrician, and Members of the Old Village Association related to this project.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby authorize a contract with Green Electrical Solutions in the amount of \$55,000 to install a 300-amp, 120/240 volt, three phase service in the Old Village in accordance with their proposal of May 14, 2024. Funding for this project is authorized from the City's Capital Improvement Budget.