



# Plymouth City Commission

## Regular Meeting Agenda

Monday, October 7, 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: Oct 7 <https://us02web.zoom.us/j/85803222445>

Passcode: 387071 Webinar ID: 858 0322 2445

### 1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call
- c. Proclamation – Family Court Awareness Month

### 2. APPROVAL OF MINUTES

- a. September 16, 2024 City Commission Regular Meeting Minutes

### 3. APPROVAL OF THE AGENDA

### 4. ENACTMENT OF THE CONSENT AGENDA

- a. Special Event: Plymouth-Canton Community Schools Mental Health Fair, Saturday, 4/26/2025

### 5. CITIZEN COMMENTS

### 6. COMMISSION COMMENTS

### 7. OLD BUSINESS

- a. Old Village Corridor Improvement Authority – TIF District

### 8. NEW BUSINESS

- a. Authorization to Hire – DMS
- b. Authorization to Sell Used Fire Truck
- c. Confirmation of Purchase of Services for Hazardous Situation
- d. Purchase Authorization for Boss SnowRator

### 9. REPORTS AND CORRESPONDENCE

- a. Liaison Reports
- b. Appointments

### 10. ADJOURNMENT

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

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

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

## **Proclamation**

**WHEREAS** *The mission of Family Court Awareness Month (FCAM) is to raise awareness about the importance of a family court system that prioritizes child safety and acts in the best interests of children; and*

**WHEREAS** *The mission of Family Court Awareness Month (FCAM) is to promote judicial education and awareness about the necessity of using scientifically validated, evidence-based treatment programs that are proven to be safe and effective; and*

**WHEREAS** *FCAM is dedicated to educating judges and family court professionals on the importance of incorporating evidence-based, peer-reviewed research into their decision-making. This includes the Adverse Childhood Experiences (ACEs) Study (Vincent Felitti, Kaiser Permanente-CDC), Child Custody Evaluators' Beliefs About Domestic Abuse Allegations (Daniel Saunders, University of Michigan), and Child Custody Outcomes in Cases Involving Parental Alienation and Abuse Allegations (Joan S. Meier, GW Law School); and*

**WHEREAS** *Family Court Awareness Month aims to encourage collaboration among legislators, advocates, professionals, and the community to improve family court practices, ensuring they are guided by evidence-based research and prioritize the safety and best interests of children;*

**NOW THEREFORE**, I, Suzi Deal, Mayor of the City of Plymouth, do hereby declare the month of October to be

### **Family Court Awareness Month**

*and I encourage all residents to support their local communities' efforts to prevent the harm of children in the hands of family members and to honor and value the lives of children.*

*In witness whereof, I have hereunto set my hand and caused the Seal of the City of Plymouth to be affixed hereto on this 7<sup>th</sup> day of October 2024.*

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*Suzi Deal, Mayor  
City of Plymouth, Michigan*



City of Plymouth  
 City Commission Regular Meeting Minutes  
 Monday, September 16, 2024, 7:00 p.m.  
 Plymouth City Hall 201 S. Main Street

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

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

**1. CALL TO ORDER**

- a. Mayor Suzi Deal called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.
- b. Roll Call  
 Present: Mayor Suzi Deal, Mayor Pro Tem Kelly O'Donnell, Commissioners Jennifer Kehoe, Nick Moroz  
 Excused: Commissioners Linda Filipczak, Alanna Maguire, Brock Minton  
 Also present: City Manager Paul Sincock, City Attorney Bob Marzano, and various members of the city administration

**2. APPROVAL OF MINUTES**

O'Donnell offered a motion, seconded by Kehoe to approve the September 3, 2024 City Commission Regular Meeting minutes.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

**3. APPROVAL OF THE AGENDA**

Kehoe offered a motion, seconded by Moroz to approve the agenda for the September 16, 2024 meeting.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

**4. ENACTMENT OF THE CONSENT AGENDA**

- a. Approval of August 2024 Bills
- b. Special Event: Heroes on Hines Run/Walk - Saturday 9/28/2024
- c. Special Event: K of C Tootsie Roll Drive – Friday/Saturday 10/11/2024, 10/12/2024

O'Donnell offered a motion, seconded by Kehoe, to approve the consent agenda for September 16, 2024.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

**5. CITIZEN COMMENTS**

Eric Nemeth 140 S. Union, commended the Vacation Watch services provided by the police department.  
 Steve Miller 1495 Penniman inquired about the status of availability of ice at the Cultural Center.  
 Laurie Mayers 1361 Sheridan, spoke about White Lives Matter protest on Saturday.

**6. COMMISSION COMMENTS**

Commissioners recognized service organizations for their support and participation at Fall Festival.  
 Kehoe reminded voters that Absent Voter ballots are an option for anyone and ballots will be available soon.  
 Moroz provided information on the City's Ethics Ordinance to address Laurie Mayers' concerns.  
 Deal reminded everyone that space is still available for the upcoming Citizen's Academy. Also, this Thursday, 9/19/24, there will be two informational sessions at the Cultural Center (2:00pm and 6:30pm) to review and learn more about the ballot and proposals for the upcoming November 5 election. In additions, she congratulated Asst. Recreation Director, Brandon Szachta and his wife on welcoming their new baby.

## 7. OLD BUSINESS

### Old Village TIF

Paul Sincok and John Buzuvis reviewed information related to a possible TIF District in Old Village and how the process would work to allow the City Commission to decide if they would like the Administration to move forward with gathering additional information from professional outside resources.

Several in attendance spoke in support of a TIF District in Old Village; Don Soenen 46040 W AATrl, Trish Horstman 771 Davis, Mark Oppat 253 Blanche, Ron Picard 1373 Sheridan.

After City Commission discussion and consideration, the consensus was to move forward, having the Administration begin engaging necessary outside professionals to assist in the various steps along the way to determine if they will vote on a formal Resolution of Intent.

With City Commission consensus to move forward for a TIF in Old Village, the immediate next steps include:

- The City Commission would determine, by resolution of intent to create a TIF/CIA, that it is necessary and in the best interest of the public to redevelop the Old Village area and to promote economic growth
- The City Commission approves the engagement of consultants to include: TIF plan consultant, specialized legal consultant, and a special project with the City's Assessor
- City Commission sets a public hearing, based upon its resolution of intent, to create a TIF/CIA

The creation of a TIF/CIA will require significant staff resources and coordination. Based on current staff resources and other projects the process may take up to a year. It was noted that the City Commission sets the priorities and the budget for a TIF District.

Related presentations/information can be viewed in the following City Commission agendas:

9/16/2024: <https://www.plymouthmi.gov/common/pages/GetFile.ashx?key=VGo4AZOU>

6/20/2023: <https://www.plymouthmi.gov/common/pages/GetFile.ashx?key=31wrAQui>

11/21/2022: <https://www.plymouthmi.gov/common/pages/GetFile.ashx?key=27kjAQdH>

## 8. NEW BUSINESS

### a. METRO Act Application – Open Fiber Michigan, LLC

The following motion was offered by O'Donnell and seconded by Kehoe

#### RESOLUTION 2024-78

WHEREAS Open Fiber Michigan, LLC has applied for a permit to use the City of Plymouth Rights of Way in accordance with the terms State of Michigan Metro Act; and

WHEREAS The City Attorney has determined that the request is complete; and

WHEREAS The State Legislature has not provided an opportunity for the local unit of government to negotiate or provide input into the application or contract process under the terms of the State Metro Act.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a permit under the terms of the METRO ACT in accordance with State Law for Open Fiber Michigan, LLC . The City Manager is hereby authorized to sign the permit agreement on behalf of the City of Plymouth.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

**METRO Act  
Unilateral Form  
Revised 12/06/02**

**RIGHT-OF-WAY  
TELECOMMUNICATIONS PERMIT**

This permit issued this 16th day of Sept., 2024 by the City of Plymouth, Michigan.

1 Definitions

- 1.1 Date of Issuance shall mean the date set forth above.
- 1.2 Manager shall mean Municipality's [Mayor/Manager/Supervisor/Village President] or his or her designee.
- 1.3 METRO Act shall mean the Metropolitan Extension Telecommunications Right-of Way oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.4 Municipality shall mean City of Plymouth, a Michigan municipal corporation.
- 1.5 Permit shall mean this document.
- 1.6 Permittee shall mean Open Fiber Michigan, LLC organized under the laws of the State of Michigan whose address is 6000 Fairview Rd., Suite 300, Charlotte, NC 28210.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public Right-of-Way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunications Facilities or Facilities shall mean the Permittee's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, two-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby issues a permit under the METRO Act to Permittee for access to and ongoing use of the Public Right-of-Way identified on Exhibit A to construct, install and maintain Telecommunication Facilities on the terms set forth herein.
- 2.1.1 Exhibit A may be modified by Manager upon written request by Permittee.
- 2.1.2 Any decision of Manager on a request by Permittee for a modification may be appealed by Permittee to Municipality's legislative body.
- 2.2 Overlapping. Permittee shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Permittee Contacts. The names, addresses and the like for engineering and construction related information for Permittee and its Telecommunication Facilities are as follows:
- 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Permittee's local office (in or near Municipality) is **Jason Fajerski, Director of Government Affairs, 6000 Fairview Rd., Suite 300, Charlotte, NC 28210, 980-210-6699, jason@ripplefiber.com.**
- 3.1.2 If Permittee's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is \_\_\_\_\_. [N/A]
- 3.1.3 The name, title, address, e-mail address and telephone numbers of Permittee's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is  
Steve Helton, Chief Construction Officer,  
Phone: 765-465-5343 Email: [steven.helton@ripplefiber.com](mailto:steven.helton@ripplefiber.com)  
Harrison Golson, VP of Engineering,  
Phone: 980-384-8259 Email: [harrison@ripplefiber.com](mailto:harrison@ripplefiber.com)  
Ryan Zakany, VP of Construction,  
Phone: 336-510-0629 Email: [ryan@ripplefiber.com](mailto:ryan@ripplefiber.com)  
Jason Fajerski, Director of Government Affairs,  
Phone: 980-210-6699 Email: [jason@ripplefiber.com](mailto:jason@ripplefiber.com)

- 3.1.4 The address, phone number and contact person (title or department) at Permittee's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is  
Steve Helton, Chief Construction Officer,  
Phone: 765-465-5343 Email: [steven.helton@ripplefiber.com](mailto:steven.helton@ripplefiber.com)  
Harrison Golson, VP of Engineering,  
Phone: 980-384-8259 Email: [harrison@ripplefiber.com](mailto:harrison@ripplefiber.com)  
Ryan Zakany, VP of Construction,  
Phone: 336-510-0629 Email: [ryan@ripplefiber.com](mailto:ryan@ripplefiber.com)  
Jason Fajerski, Director of Government Affairs,  
Phone: 980-210-6699 Email: [jason@ripplefiber.com](mailto:jason@ripplefiber.com)
- 3.1.5 Permittee shall at all times provide Manager with the phone number at which a live representative of Permittee (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.
- 3.1.6 Permittee shall immediately notify Municipality in writing as set forth in Part 12 of any inaccuracies or changes in the preceding information.
- 3.2 Route Maps. Within ninety (90) days after the substantial completion of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).
- 3.3 As-Built Records. Permittee, without expense to Municipality, shall, upon forty- eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Permittee shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

#### 4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Permittee, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Permittee's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Permittee, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Permittee shall do so within a reasonable time period. Municipality will attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.



- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Permittee over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Permittee, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Permittee's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Permittee's option, better) condition as that which existed prior to the disturbance. In the event that Permittee, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Permittee shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Permittee shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Permittee's lines on alternate poles which shall state Permittee's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Permittee's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath, and (3) stakes or other appropriate above ground markers with Permittee's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Permittee, shall be marked at its entrance into and exit from each manhole and handhole with Permittee's name and a toll-free telephone number.
- 4.5 Tree Trimming. Permittee may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Permittee shall dispose of all trimmed materials.
- Permittee shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.

- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Permittee shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Permittee's use, or the facilities of all users of the poles are required to go underground then Permittee shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Permittee may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Permittee shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Permittee shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Permittee to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Permittee shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Permittee shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Permittee shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Permittee shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended.
- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Permittee's Facilities in the vacated Public Right-of-Way, Permittee shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Permittee shall relocate its Facilities to such alternate route as Municipality, applying reasonable engineering standards, shall specify.
- 4.10 Relocation. If Municipality requests Permittee to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Permittee shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality, applying reasonable engineering standards, shall specify. The work shall be completed within a reasonable time period.

- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Permittee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality will attempt to provide notice to Permittee. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Permittee shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Permittee shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 174 of the Public Acts of 2013, as amended, MCL § 460.721 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Permittee has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Permittee shall relocate its Facilities underground in the same location at Permittee's sole cost and expense.
- 4.14 Identification. All personnel of Permittee and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Permittee's name, their name and photograph. Permittee shall account for all identification cards at all times. Every service vehicle of Permittee and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Permittee's name and telephone number.

5

## Indemnification

- 5.1 Indemnity. Permittee shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Permittee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Permittee's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Permittee, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality will notify Permittee promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality will cooperate with Permittee in every reasonable way to facilitate the defense of any such claim. Municipality will consult with Permittee respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.

- 5.3 Settlement. Municipality will not settle any claim subject to indemnification under this Part 5 without the advance written consent of Permittee, which consent shall not be unreasonably withheld. Permittee shall have the right to defend or settle, at its own expense, any claim against Municipality for which Permittee is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Permittee shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Permittee may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).

6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.

6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).

6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.

6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Permittee shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.
- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Permittee shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Permittee's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Permittee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Permittee's policies).
- 6.6 Insurance Primary. Permittee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Permittee's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

7.1 Term. The term ("Term") of this Permit shall be until the earlier of:

7.1.1 Five years or less from the Date of Issuance; or

7.1.2 When the Telecommunication Facilities has not been used to provide telecommunications services for a period of one hundred and eighty (180) days by Permittee or a successor or an assignee of Permittee; or

7.1.3 When Permittee, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or

7.1.4 Upon either Permittee or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4, 5, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless Manager grants a written extension, one year from the Date of Issuance if prior thereto Permittee has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Date of Issuance if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Permittee to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Permittee or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Permittee shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Permittee's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Permittee, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Permittee as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Permittee may assign or transfer its rights under this Permit, or the persons or entities controlling Permittee may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Permittee's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Permittee shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Date of Issuance until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Permittee must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1, and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Permittee's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Permittee shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Permittee may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices.

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to **City of Plymouth, 201 S. Main St. Plymouth, MI 48170.**

12.1.2 If to Permittee, to **Jason Fajerski, Director of Government Affairs at 6000 Fairview Rd., Suite 300, Charlotte, NC 28210.**

12.2 Change of Address. Permittee and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.



13 Other items

- 13.1 No Cable, OVS. This Permit does not authorize Permittee to provide commercial cable type services to the public, such as “cable service” or the services of an “open video system operator” (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).
- 13.2 Effectiveness. This Permit shall become effective when Permittee has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acknowledgement of receipt, below.
- 13.3 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].
- 13.4 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Permittee and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.
- 13.5 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

City of Plymouth

By: 

Its: City Manager

Date: 9/17/2024

Acknowledgement of Receipt: Permittee acknowledges receipt of this Permit granted by Municipality.

Open Fiber Michigan, LLC

By: 

Its: Authorized Signatory, as Chief Legal Officer of Ripple Fiber LLC

Date: 9/19/2024

**Exhibit A**

**Public Right-of-Way to be Used by Telecommunication Facilities**

Draft

**Exhibit B**

**Bond**

Draft

::ODMA\PCDOCS\GRR\764521\3

**9. REPORTS AND CORRESPONDENCE**

a. Liaison Reports

O' Donnell spoke about diversity of the community and provided an update on her attendance at the Conference of Western Wayne meeting

Kehoe reported on the DDA (considering a valet policy) and the OVA (Chili Cookoff on Sept 29)

Deal spoke about her experience at the MML Conference and how discussions related to the City.

b. Appointments (none)

**10. ADJOURNMENT**

\*The next regular City Commission meeting is 7:00 pm on Monday October 7 at Plymouth City Hall.

O'Donnell offered a motion, seconded by Kehoe to adjourn the meeting at 7:59 p.m.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

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SUZI DEAL  
MAYOR

---

MAUREEN A. BRODIE, CMC, MIPMC  
CITY CLERK

Draft



# Special Event Application

ITEM #4.a

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

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

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

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

**Sponsoring Organization's Legal Name** Plymouth-Canton Community Schools

Ph# 734-478-9703 Fax# \_\_\_\_\_ Email kathleen.grodus2pccsk12.com Website www.pccsk12.com

Address 454 Harvey St. City Plymouth State Mi Zip 48170

**Sponsoring Organization's Agent's Name** Plymouth-Canton Community Schools Title Mental Manager/District Psychologist

Ph# 734-478-9703 Fax# \_\_\_\_\_ Email kathleen.grodus@pccsk12.com Cell# 734-478-9703

Address 454 Harvey St. City Plymouth State Mi Zip 48170

**Event Name** Plymouth-Canton Community Schools 4th Annual Mental Health and Wellness Fair

**Event Purpose** This collaborative event brings together community mental health experts, agencies, local businesses, and community leaders with the aim of providing valuable information and resources to our community and helping to "Crush the Stigma" surrounding mental health.

**Event Date(s)** April 26, 2025

**Event Times** 10AM - 2PM

**Event Location** Plymouth Kellogg Park

**What Kind Of Activities?** Mental Health and Wellness Activities

**What is the Highest Number of People You Expect in Attendance at Any One Time?** 3500

**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.)  
Over 100 Mental Health and Wellness agencies and local business providing mental health resources and strategies with fun interactive activities for students, families and communities.

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

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

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

Normal Event Schedule (e.g., third weekend in July):

Last Saturday of April

Next year's specific dates:

April 30, 2026

\*\*\*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:

Penniman and the Gathering

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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.

08/02/2024  
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

The Plymouth-Canton Community Schools (*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 Mental Health and Wellness Fair (*event name*) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature 

Date 08/02/2024

Witness \_\_\_\_\_

Date \_\_\_\_\_



4/26/25

EVENT REVIEW FORM

EVENT NAME: PCES Mental Health Fair 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>GP</u>
<u>1 FTE APPROX 6 HRS</u>				
\$250 Bathroom Cleaning Fee Per Day of Event? <input checked="" type="radio"/> <b>YES</b> <input type="radio"/> <b>NO</b>				
Labor Costs:	\$ <u>375</u>	Equipment Costs:	\$ <u>100</u>	Materials Costs \$
<b>POLICE:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	<b>Initial</b> <u>gpc</u>
<u>1-officer @ 4 hrs</u>				
Labor Costs \$		Equipment Costs \$	<u>304-</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 \$		Materials Costs \$
<b>HVA:</b>	<input type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	<b>Initial</b>
<b>DDA:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	<b>Initial</b> <u>SBP</u>
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$
<b>RISK MANAGEMENT:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	<input checked="" type="radio"/> <b>Initial</b>
<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 _____				

*Have Dec'd*

**CERTIFICATE OF COVERAGE**

<p>PRODUCER <b>SET SEG</b> 1520 Earl Avenue East Lansing, MI 48823</p>	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE REFERENCE NUMBER BELOW.</p>
<b>COMPANIES AFFORDING COVERAGE</b>	
<p>MEMBER <b>Plymouth-Canton Community Schools</b> 454 S Harvey St   Plymouth, MI 48170</p>	<p><b>A</b> MASB-SEG Property/Casualty Pool, Inc.</p>

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

CO LTR	TYPE OF COVERAGE	COVERAGE REFERENCE NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury	PC-82100-2025-01	4/26/2025	4/26/2025	BI & PD COMBINED OCCURRENCE	\$1,000,000
					BI & PD COMBINED AGGREGATE	\$3,000,000
					PERSONAL INJURY OCCURRENCE	\$1,000,000
					PERSONAL INJURY AGGREGATE	\$3,000,000
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Automobile Liability <input checked="" type="checkbox"/> Garage Liability	PC-82100-2025-01	4/26/2025	4/26/2025	OCCURRENCE	\$15,000,000
					ANNUAL AGGREGATE	\$15,000,000

**DESCRIPTION** The City of Plymouth is added as additional insured under Plymouth-Canton Community Schools general liability coverage limited to the activities performed by or on behalf of Plymouth-Canton Community Schools as it represents the districts use of facilities for the 4th Annual Mental Health and Wellness Fair on April 26th, 2025.

<p>CERTIFICATE HOLDER City of Plymouth 201 S. Main   Plymouth, MI 48170 Additional Insured</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE REFERENCE NUMBERS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.</p>
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AUTHORIZED REPRESENTATIVE

*Katie Lehman*  
Katie Lehman  
PROPERTY/CASUALTY DEPARTMENT

9/18/2024



## 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 - Authorization for expenses for Corridor Improvement Authority - TIF for Old Village - 10-07-24.docx  
Date: October 3, 2024  
RE: Old Village Corridor Improvement Authority – TIF District

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### Background

The City Commission has been looking at the possibility of creating a Tax Increment Finance District or TIF District in the Old Village area. The consensus of the City Commission was to proceed with the next steps in the process of creating a Corridor Improvement Authority (CIA) for the City, that would cover a portion of the Old Village. The attached memorandum from John Buzuvis will provide some background on some of the costs as we begin to move forward. This will also commit a significant amount of administrative time to the project, which obviously will need to be taken from other projects.

A CIA District will provide some dedicated funds to the Old Village area in the future, after it repays the City for upfront and on-going annual expenses. A CIA District will also take funds away from the City as a whole as they would be dedicated to Old Village. This may also bring up a desire by some to create additional TIF Districts for other areas of the City. There is also the possibility of other governmental agencies who may choose to “opt out” of a future proposed CIA - TIF. It should also be noted that any funds that the CIA may obtain are to be used within the CIA, under the terms of the development plan and under the policies and procedures of the City Commission.

Today’s next steps for this project are to authorize the use of a variety of consultants to cover the planning, legal, and technical aspects of starting a CIA.

### Recommendation

The City Administration recommends that the City Commission authorize professional services expenditures to assist in creating a CIA District in the Old Village area of the City. This would include estimates for the following vendors, Carlisle Wortman (\$16,000), Miller Canfield (\$7,000) and Wayne County Assessing (\$5,000). We have attached a proposed Resolution for the City Commission to consider regarding this matter.

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\OVDA/2024

Date: October 2, 2024

RE: Old Village Corridor Improvement Authority and Tax Increment Finance District

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## Background

As you are aware the consideration of creating a Tax Increment Finance (TIF) authority in Old Village has been discussed several times over the course of the last couple of years as part of the City Commissions strategic plan. An initial general TIF informational presentation was completed by staff in late 2022. Since that time, the City Commission has reviewed the matter more specifically in June of 2023 and again in September 2024. At the conclusion of the September 2024 TIF presentation the commission came to a consensus to move forward with the creation of a TIF in the Old Village area and requested that staff present next steps to begin the process of TIF creation, in this case a Corridor Improvement Authority (CIA), for their consideration and action.

The development of a TIF district/plan is a detailed and specific process as prescribed by PA 157 of 2018. This process will require significant staff time as well as the professional services of consultants to complete the process. Staff has assembled a consultant package to include a TIF Plan/Planning Consultant (Carlisle Wortman), a legal review team (Miller Canfield/Pat McGow). The administration has discussed this project with the City's assessor Wayne County Assessing (WCA). Because this work is outside the normal scope of their contract staff requested and received a proposal from Carlisle Wortman for this special project.

Carlisle Wortman, Miller Canfield, and WCA have strong relationships with the city over many years of partnership and have the expertise to make this process a success. This will be a "special project" for the consultants.

A proposal from Carlisle Wortman is enclosed that outlines the project team, their part in the process, and the proposed cost for the work. The legal consultant, who is also our bond attorney assisted us with the renewal of the DDA TIF plan in 2008 has estimated a cost for this work not to exceed \$7,000 and those costs will be billed at their normal hourly rate. Wayne County Assessors (WCA) estimates the total cost for their work on the project to not exceed \$5,000. WCA has deep knowledge of the community and has been involved with the DDA TIF renewal in 2008 as well. WCA will also handle the annual required work once the TIF district is formed.

With contingencies included the administration estimates the costs for professional services (consultants) for the project to be \$30,800. This estimate does not include city staff time, or other miscellaneous costs such as printing and mailing costs, or other materials such as envelopes, legally required publishing of public hearing notices etc. Staff estimates these costs at approximately \$2,500.

Upfront costs associated with the TIF plan development/adoption process can be paid by the City and repaid by the TIF authority once established at a mutually agreed upon interval.

Next steps, assuming the commission approves the consultant package include the following:

- City Commission adopts a Resolution of Intent to establish a Corridor Improvement Authority and set public hearing to consider (proposed boundaries of district are included in this)
- Publish and mail notices of Public Hearing
- City Commission holds Public Hearing
- City Commission adopts resolution establishing the CIA and designated boundaries
- CIA Board appointed and work on TIF Plan begins

Below is a breakdown of estimated costs by consultant. The administration recommends approving the package of consultants and the expenditures for the same as one action item. A sample resolution is attached that includes a breakdown of the costs for each consultant as well as an overall project contingency. Funding to engage the consultants would come from City Commission Contractual Services (101.101.818.000). The corresponding page from the budget is included for your reference.

**Carlisle Wortman** - \$16,000 proposed fee (\$1,600 contingency recommended)

**Miller Canfield**- \$7,000 estimated costs (billed on an hourly basis-\$700 contingency recommended)

**WCA Assessing**- \$5,000 estimated costs (billed on an hourly basis-\$500 contingency recommended)

**Total Estimate Consultant Costs:** \$28,000

**Total Project Consultant Contingency Allowance:** \$2,800

**Total Project Allotment:** \$30,800

## **Recommendation**

The administration recommends that City Commission review and approve the associated project costs including contingencies for the engagement of the team of consultants necessary to move forward with the development of a plan and the process to review and adopt said plan.

PROPOSAL FOR THE PREPARATION OF THE  
**CITY OF PLYMOUTH**  
**OLD VILLAGE CORRIDOR**  
**IMPROVEMENT AUTHORITY & PLAN**

Submitted to the City of Plymouth - Revised August 16, 2024



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# COVER LETTER

August 16, 2024

Mr. John Buzuvis  
City of Plymouth  
201 S. Main Street  
Plymouth, MI 48170

Re: Proposal to Establish a Corridor Improvement Authority and Plan Development

Dear Mr. Buzuvis,

Carlisle | Wortman Associates, Inc. (CWA) is pleased to submit a proposal to assist the City in establishing a Corridor Improvement Authority (CIA), and prepare the CIA Development Plan and Tax Increment Financing Plan for the City of Plymouth. Our history as the City's planning consultant allows insight into how the City functions and familiarity with the ordinances that development operates under. Also, our firm has experience with preparing tax increment finance plans for similar communities.

CWA assigns Dick Carlisle as principal-in-charge to working with the City on CIA establishment and plan development. Sally Elmiger will assist in this process and act as the primary contact. Matteo Passalacqua will contribute his experience and knowledge in preparing the plan.

Our team has a reputation of service, innovation and reliability that is known for its high-quality in both the Region and the State. We look forward to discussing this project in more detail. If you have any questions, please contact us at (734) 662-2200 or at Rcarlisle@cwaplan.com.

Sincerely,



CARLISLE/WORTMAN ASSOC., INC.  
Richard K. Carlisle, FAICP  
Past President/Senior Principal



CARLISLE/WORTMAN ASSOC., INC.  
Sally M. Elmiger, AICP, LEED ND  
Principal



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# STATEMENT OF QUALIFICATIONS

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## SECTION 2

Carlisle | Wortman Associates, Inc. (CWA) has recent and long-term experience with providing service to various Authorities that are charged with planning for and using tax increment financing. These experiences are summarized below. Some of the experiences are not Corridor Improvement Authorities, but are Authorities that follow a very similar planning process.

### *Independence Township Corridor Improvement Authority*

CWA has been assisting Independence Township as its planner for over 30 years. During that time, Dick Carlisle has worked with the community to proactively plan for the development of the Sashabaw Rd. Corridor as the center of commerce in the Township. As a result of this proactive approach, Independence Township has devoted a significant amount of time, attention and dollars to ensure that the Sashabaw Corridor is a showpiece for strategic and timely public investment, and innovative private developments. One tool used by the Township to accomplish these goals is establishment of a Corridor Improvement Authority (CIA) in 2006, and then implementation of its Development Plan and Tax Increment Financing Plan over the following decades. Carlisle/Wortman assisted the Township in developing the CIA, drafting the Development and TIF Plan, and implementing the plan in line with a coordinated planning approach that has provided public infrastructure, roadway and streetscape improvements, and safety path development along the corridor.

Contact: Brian Oppmann, Planning and Zoning Director  
[boppmann@indtwp.com](mailto:boppmann@indtwp.com)

### *City of St. Clair Shores Downtown Development Authority*

The City of St. Clair Shores retained CWA in 2021 to assist the community in establishing a Downtown Development Authority (DDA) and District within the area identified in the City's Master Plan as Investment Area #2 - Nine-Mack Downtown. In general, the Downtown District includes the frontage along Greater Mack and Nine Mile Roads. Our assignment was to guide the City Council in adopting an ordinance that establishes the DDA and the DDA District, and to work with the new DDA to prepare a Development Plan and Tax Increment Financing Plan. The Development Plan includes specific programs, projects, and strategies that the DDA intends to pursue for the revitalization of underutilized properties, improve visual appearance, and encourage new investment in the district. The Tax Increment Financing Plan provides the legal foundation for funding these improvements within the district.

Contact: Denise Pike, Community Services Director  
[piked@scsmi.net](mailto:piked@scsmi.net)

### *City of Riverview Brownfield Redevelopment Authority*

CWA assisted the Economic Development Corporation with restarting the Brownfield Redevelopment Authority in 2017. As the City's economic development consultant, the Authority was advised on development projects needing assistance and MDEQ grant preparation until an environmental engineer was contracted with.

Contact: Jeff Dobek, City Manager  
[jdobek@cityofriverview.com](mailto:jdobek@cityofriverview.com)

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## PROJECT TEAM

The CWA team will be comprised of contributing professionals with individual skills. Key staff is shown in the resumes. This range of skills will provide experience and knowledge of the Corridor Improvement Authority legislation and planning process, as well as a thorough understanding of the City of Plymouth and the context of the proposed corridor district.



**RICHARD K. CARLISLE, FAICP, SENIOR PRINCIPAL**, will be the primary author and use his experience in planning and economic development.



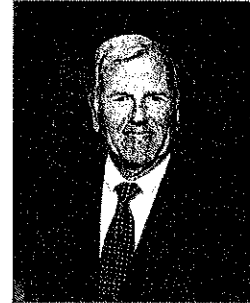
**SALLY M. ELMIGER, AICP, LEED ND**, has worked with the City of Plymouth's Planning Commission and Downtown Development Authority as the consulting planner for approximately 10 years, and will contribute her understanding of the City to this project.



**MATTEO PASSALACQA, MUP**, has experience in preparing plans for Corridor Improvement Authorities and will contribute this experience and knowledge to this project.

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**RICHARD K. CARLISLE, FAICP, PAST PRESIDENT** has been practicing community planning for more than forty years. Mr. Carlisle is a member of the College of Fellows of the American Institute of Certified Planners. He has been instrumental in guiding development of diverse communities throughout southeast Michigan, drafting planning and zoning enabling legislation, establishing state-wide community planning policy, and guiding education and growth in both state and national planning associations. His involvement demonstrates his commitment to the deliberate and sustainable growth of Michigan communities. He has also served as an expert witness in over one hundred zoning cases.



## EDUCATION

MS, School of Natural Resources | Ohio State University

Graduate Study, City and Regional Planning Program |  
Georgia Institute of Technology

BS, Social Studies | Miami University

## EXPERIENCE

President, Carlisle|Wortman Associates, Inc.  
Ann Arbor, MI, 1991-Present

President, Code Enforcement Services, Inc.  
Ann Arbor, MI, 1999-2008

Owner, Carlisle Associates, Inc.  
Ann Arbor, MI, 1988-1991

Independent Contractor, Richard K. Carlisle, PCP  
Ann Arbor, MI, 1985-1988

Vice President, Community Planning & Management, P.C.  
Ann Arbor, MI, 1982-1985

Associate, Ayres, Lewis, Norris & May, Inc.  
Ann Arbor, MI, 1977-1982

County Drain Commissioner, Washtenaw County  
Ann Arbor, MI, 1976-1977

Planner, Great Lakes Basin Commission  
Ann Arbor, MI, 1975-1976

Planner, Ohio Department of Natural Resources  
Columbus, OH, 1973-1974

## CREDENTIALS

Registered Professional Community Planner,  
State of Michigan | License No. 552

American Institute of Certified Planners |  
Member of the College of Fellows  
Membership No. 15344

## PROFESSIONAL ACTIVITIES

Michigan Municipal League,  
Municipal Official Trainer, 2007-present

Governor's Land Use Council,  
Resource Team Technical Advisor, 2003

Michigan Society of Planning,  
President, 2000-2001  
Board of Directors, 2000-2002

American Planning Association,  
Chapter President's Council, 2000-2001

## HONORS

Michigan Association of Planning, Presidents Award: 2011

Oakland County Heritage Partner Award, 2003

Michigan Society of Planning Officials, Honor Award: 1981,  
1988, 1995, 1998, 2000, 2009

American Society of Landscape Architects, Michigan  
Chapter Merit Award, 1988

\*FULL CV AVAILABLE UPON REQUEST

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SALLY ELMIGER, AICP, LEED AP, PRINCIPAL is trained in both community planning and landscape architecture, and has focused her 23-year planning practice on sustainable development, natural area preservation and community engagement. Her wide-ranging experience includes master planning, zoning, corridor design, recreation and park planning, environment/watershed planning, and wetlands consulting. She has completed training in the National Charrette Institute's (NCI) Charrette System and most recently the public engagement module of the MiPlace, placemaking initiative.



## EDUCATION

MLA, Landscape Architecture | University of Michigan

BS, Organizational Behavior | University of Illinois

## EXPERIENCE

Landscape Architect/Associate/Senior Associate, Carlisle|Wortman Associates, Inc.  
Ann Arbor, MI, 1999-Present

Landscape Architect, Beckett and Raeder, Inc.  
Ann Arbor, MI, 1996-1999

Teaching Assistant, Department of Landscape Architecture  
University of Michigan, 1996

## CREDENTIALS

American Institute of Certified Planners  
Membership No. 21715

Leadership in Energy and Environmental Design -  
Accredited Professional, Neighborhood Development

## PROFESSIONAL AFFILIATIONS

American Planning Association

Michigan Association of Planning

## HONORS

Sigma Lambda Alpha, National Landscape Architecture  
Honor Society, Alpha XI Chapter

American Society of Landscape Architects  
Honor Award

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**MATTEO PASSALACQUA, MUP, ASSOCIATE PLANNER** has over ten years of experience in the non-profit, for-profit and public Real Estate sector. His roles have included Leasing Manager, Property Manager and General Manager as it relates to the operations of office, retail, industrial and historic properties. During his career tenure, Mr. Passalacqua has used his planning education to utilize field practices in the development industry as it relates to sustainability, interactive environments, walkability, urban design and historic redevelopment.



Outside of his daily roles in the commercial real estate field, Mr. Passalacqua is an active volunteer on the Berkley DDA and Planning Commission. He was accepted into the first Detroit Revitalization Fellowship Program and successfully completed the Eric Larson Leadership Institute through the Urban Land Institute.

## EDUCATION

Masters of Urban Studies & Planning | Wayne State University

Bachelor of Science, Psychology | Grand Valley State University

## EXPERIENCE

Associate Planner, Carlisle|Wortman Associates, Inc.  
Ann Arbor, MI, 2023-Present

General Manager, Farbman Group  
Southfield, MI, 2022-2023

Senior Property Manager, Etkin Real Estate Solutions  
Royal Oak, MI, 2016-2022

Leasing and Property Manager, Wayne State University  
Detroit, MI, 2013-2016

Real Estate Manager, Vanguard CDC  
Detroit, MI, 2011-2013

## CREDENTIALS

Michigan Real Estate Salesperson

## PROFESSIONAL AFFILIATIONS

BOMA

Urban Land Institute Berkley

DDA

Berkley Planning Commission

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# SCOPE OF WORK & BUDGET PROPOSAL

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## SECTION 3

**TASK 1.0 Creating the CIA:** The CWA Team will assist the City with following through the necessary steps to create a Corridor Improvement Authority. This task includes adopting an ordinance and assisting with the public notification procedure.

**TASK 2.0 CIA Work Session:** CWA will meet with the CIA board and City to determine programs and projects to insert into the plan.

### **TASK 3.0 Preparing the Plan**

#### ***Task 3.1 Determining the Format***

CWA will present the format of the CIA plan that meets the requirements of Public Act (PA) 57 of 2018.

#### ***Task 3.2 Determining Strategies and Actions***

Findings collected during Task 2.0 will be used as a base for the Development Plan section

#### ***Task 3.3 Determining Budget and Tax Increment Financing***

CWA will meet with the City's finance director and assessor to determine tax rates, tax projections and tax capture for a 20 year time frame.

#### ***Task 3.4 Prepare Formal Plan***

Conclusions from previous tasks are captured in the plan at this point. The format will be a combined Development Plan and Tax Increment Finance Plan. CIA legislation specifies that a CIA must have a Development Plan to identify public improvements and the cost of those improvements. The legislation also requires a plan that shows the amount of Tax Increments captured to finance such projects, including a statement on whether a CIA is allowed to bond by the governing body of the community. An audit template for meeting reporting requirements of PA 57 of 2018 will be provided to the City for future use.

**TASK 4.0 Adopt Development and TIF Plan:** A process of public hearings, recommendation and formal adoption happens in this task. CWA will assist the City through the process and will prepare public hearing notices, agendas and other necessary paperwork for the adoption process.

**PROPOSAL FEE: Not to exceed \$16,000**

#### ***Meetings***

CWA will attend a total of five (5) meetings with the City. The City has the discretion to select which meetings require attendance. Additional meetings can be scheduled. These additional meetings will be invoiced at the following rates:

- Mr. Carlisle: \$140/hr.
- Ms. Elmiger: \$105/hr.
- Mr. Passalacqua: \$95/hr.

#### ***Printing***

Printing costs of the final plan are not included. Copies of working memorandums and drafts for the CIA Board and director will be provided within the project fee.

#### ***City Responsibilities***

The City will be responsible for: 1) Supplying reports, plans, budget sheets; 2) Providing necessary access to its assessor, finance director, community development director, and attorney for information, review and guidance; 3) Supplying the base maps and cost estimates for construction projects; and 4) Scheduling meetings.

# CWA COMPANY PROFILE

*Professional Recognition and Participation*

Over the past decade, CWA and its principals have been among the most recognized planning firms within the State. The Michigan Association of Planning (MAP) has honored CWA for the following projects: St. Clair Flats Management Plan, Independence Township Site Design Guidebook, Alpena River Management Plan, Independence Township Rural and Historic Preservation Plan, Ann Arbor Road Corridor Plan, Independence Township Vision 2020 Strategic Plan, Shiawassee and Huron Headwaters Resource Preservation Project, Cherry Hill Village Planned Development, 2017 Bay City Master Plan, and Ypsilanti Township 2040 Master Plan.

Our work has also served as models in a number of zoning publications. For example, the model landscape and site plan review ordinances we prepared have been included in the MAP publication: Site Plan Review and Community Development Handbook. Our work has also been referenced in SEMCOG’s Design Guidebook.

Our firm has made a strong commitment to assisting various municipal organizations. We are the select training firm for the Michigan Municipal League and the Michigan Township Association. We conduct numerous planning and zoning training workshops for these organizations, as well as the Michigan Association of Planning.

*Insurance*

Carlisle | Wortman Associates, Inc. maintains General Liability, Automotive Liability, and Professional Liability insurance. Workers Compensation Insurance and statutory coverage is also maintained. Evidence or proof of insurance shall be provided if requested by the community.

*Disclosures*

Availability

Carlisle|Wortman Associates is available to start work immediately.

Financial Capability

Carlisle | Wortman Associates, Inc. is a Michigan corporation established in May of 1991. Prior to May of 1991, Carlisle Associates was organized as a sole proprietorship. There exists no conflicting financial or professional interest in the community which would not allow us to perform services.

We are a municipal consulting firm and, as a result, our business is financially stable. We invite you to consult our banking reference:

Mary Hays, Bank of Ann Arbor, (734) 761-9828

Ethics

All planners employed by Carlisle | Wortman Associates, Inc. follow and are bound by the Michigan Association of Planning and American Planning Association Code of Ethics that require full disclosure of any potential or real conflicts of interest.

An Equal Opportunity Employer

Carlisle | Wortman Associates, Inc. interviews interested applicants and maintains a file of resumes and applications for employment. Race, color, age, sex, creed, or national origin shall not be considered in evaluating any person for employment, merit increases, promotion, termination for cause, or reduction in force, or any other such action affecting employees.

# CC CONTRACTUAL SERVICES BUDGET 101 101 818

City of Plymouth 2024 / 2025 Budget

04/01/2024

Account #	Account Title	2022/23		2023/24		12 Months Projected	2024/25 Proposed Budget	2025/26 Projected Budget	2026/27 Projected Budget	2027/28 Projected Budget	2028/29 Projected Budget
		Amended Budget	Audited Actual	Original Budget	Revised Budget						
<b>BUDGET</b>											
<b>GENERAL FUND - Detail EXPENDITURES</b>											
<i>City Commission Expenditures</i>											
101 101 706.000	SALARY & WAGES/FULL TIME	4,450	4,159	4,450	1,751	4,450	4,450	4,550	4,500	4,500	4,500
101 101 707.000	SALARY & WAGES/TEMP-SEASONAL	1,250	475	1,300	186	1,300	100	102	110	110	110
101 101 709.000	SALARY & WAGES/OVERTIME	175	120	175	160	175	100	102	0	0	0
101 101 721.000	FRINGE BENEFITS	450	366	450	185	450	348	353	430	440	450
101 101 727.000	OFFICE SUPPLIES	100	111	100	100	100	250	255	260	270	280
101 101 728.000	POSTAGE	600	600	600	600	600	600	1,022	1,050	1,080	1,110
101 101 740.000	OPERATING SUPPLIES	3,500	1,860	3,500	1,618	3,500	4,000	4,090	4,210	4,340	4,470
101 101 818.000	CONTRACTUAL SERVICES	55,000	67,993	54,000	41,671	79,000	75,000	76,696	78,990	81,360	83,800
101 101 818.000	CONTRACTUAL SERVICES	55,000	67,993	54,000	41,671	79,000	75,000	76,696	78,990	81,360	83,800
101 101 818.211	CONTR SVCS/CABLE TV	0	0	0	2,250	0	4,000	4,090	4,210	4,340	4,470
101 101 818.410	CONTR SVCS/AUDITING	33,000	33,000	35,000	0	35,000	38,000	38,854	40,020	41,220	42,460
101 101 850.000	CONTR SVCS/ADVERTISING PROMO	500	500	500	0	500	500	511	530	550	570
101 101 850.000	COMMUNICATIONS	300	0	300	0	300	400	409	420	430	440
101 101 854.000	CONFERENCES & MEETINGS	2,000	1,294	4,500	1,128	4,500	5,000	5,112	5,270	5,430	5,590
101 101 860.000	PUBLIC RELATIONS EXPENSE	9,600	9,998	8,500	6,374	8,500	9,000	9,202	9,480	9,760	10,050
101 101 900.000	PRINTING & PUBLISHING	3,500	2,908	3,500	1,856	3,500	3,000	3,087	3,160	3,250	3,350
101 101 940.000	EQUIPMENT RENTAL - FORCE ACCT	400	293	500	0	500	500	511	0	0	0
101 101 956.000	MISCELLANEOUS	5,000	4,731	4,500	117	4,500	5,000	5,112	5,270	5,430	5,590
101 101 957.000	TRAINING EXPENSES	10,050	11,033	11,000	3,625	11,000	12,000	12,670	12,640	13,020	13,410
101 101 958.000	MEMBERSHIPS & DUES	12,500	11,098	13,500	5,212	13,500	15,000	15,337	15,800	16,270	16,760
<b>Total</b>		<b>142,375</b>	<b>147,817</b>	<b>173,625</b>	<b>64,226</b>	<b>173,625</b>	<b>177,645</b>	<b>181,639</b>	<b>186,350</b>	<b>191,800</b>	<b>197,410</b>
<i>City Manager Expenditures</i>											
101 172 705.000	SALARY & WAGES/FULL TIME	200,555	199,035	215,180	80,911	215,180	244,290	249,783	257,280	265,000	272,950
101 172 706.050	SALARY & WAGES/PAID TIME	9,600	0	9,600	2,518	9,600	9,600	9,816	10,110	10,410	10,720
101 172 706.100	SALARY & WAGES/SICK	5,700	10,225	6,320	1,147	6,320	7,275	7,439	7,660	7,890	8,130
101 172 706.150	SALARY & WAGES/IN-JEU HEALTH	2,225	2,221	2,225	2,525	2,225	2,518	2,572	2,650	2,730	2,810
101 172 706.300	SALARY & WAGES/RETENTION	3,900	3,900	3,700	1,500	3,700	3,300	3,374	1,590	1,600	1,650
101 172 706.600	SALARY & WAGES/VACATION PAYOFF	8,900	8,980	10,615	0	10,615	6,465	6,610	6,810	7,010	7,220
101 172 707.000	SALARY & WAGES/TEMP-SEASONAL	4,800	0	4,800	(3,000)	4,800	4,800	4,908	5,060	5,210	5,370
101 172 709.000	SALARY & WAGES/OVERTIME	100	0	200	0	200	150	153	160	160	160
101 172 721.000	FRINGE BENEFITS	66,575	67,983	69,260	26,970	69,260	75,345	78,062	80,400	82,910	85,290
101 172 721.500	POST RETIREMENT BENEFITS	33,290	30,127	36,445	13,416	36,445	39,490	40,378	45,385	50,460	55,420
101 172 725.500	MEAL ALLOWANCE	0	0	100	0	100	200	204	220	240	260
101 172 727.000	OFFICE SUPPLIES	400	0	400	0	400	400	409	420	430	440
101 172 740.000	POSTAGE	1,200	223	200	79	200	400	409	420	430	440
101 172 740.000	OPERATING SUPPLIES	9,500	9,501	6,500	3,625	6,500	6,500	6,646	6,850	7,060	7,270
101 172 818.000	CONTRACTUAL SERVICES	1,000	32	1,000	17	1,000	1,800	1,534	1,590	1,630	1,680
101 172 850.000	COMMUNICATIONS	2,625	3,410	2,500	903	2,500	2,500	2,556	2,630	2,710	2,790
101 172 860.000	TRANSPORTATION	800	584	800	233	800	800	818	840	870	900
101 172 864.000	CONFERENCES & MEETINGS	2,200	900	2,500	1,175	2,500	2,500	2,556	2,630	2,710	2,790
101 172 860.000	PUBLIC RELATIONS EXPENSE	360	360	0	75	0	100	102	0	0	0
101 172 900.000	PRINTING & PUBLISHING	700	219	900	229	900	1,000	1,022	1,050	1,080	1,110
101 172 925.000	SUBSCRIPTIONS & PUBLICATIONS	500	319	500	21	500	1,000	1,022	1,050	1,080	1,110
101 172 930.000	REPAIRS & MAINTENANCE	400	0	400	0	400	400	409	420	430	440
101 172 940.000	EQUIPMENT RENTAL - FORCE ACCT	900	1,168	1,000	340	1,000	1,000	1,022	1,050	1,080	1,110
101 172 956.000	MISCELLANEOUS	3,000	2,930	1,500	2,200	2,200	3,000	3,067	3,160	3,250	3,350
101 172 957.000	TRAINING EXPENSE	4,500	50	4,000	0	4,000	4,000	4,090	4,210	4,340	4,470
101 172 958.000	MEMBERSHIPS & DUES	1,335	1,333	1,200	218	1,200	1,500	1,534	1,580	1,630	1,680
<b>Total</b>		<b>365,035</b>	<b>343,473</b>	<b>376,145</b>	<b>130,963</b>	<b>363,300</b>	<b>421,030</b>	<b>430,491</b>	<b>445,170</b>	<b>462,230</b>	<b>479,560</b>



Sample Resolution

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

Whereas The City Commission as part of their five-year strategic plan has identified the goal of identifying and creating sustainable financial models to include creating an Old Village Business District or TIF as part of their one-year tasks, and

Whereas The City Commission has reviewed options for a TIF in Old Village on several occasions, and

Whereas The City Commission, at their September 16<sup>th</sup>, 2024, meeting, requested staff present next steps, to initiate the development of a TIF plan and district for the Old Village area, and

Whereas The administration has received proposals and estimates for Professional Services and consultants with longstanding relationships and partnerships with the city to complete this work,

Now Therefore Be It Resolved that the City Commission of the City of Plymouth authorizes the engagement of the professional services necessary to initiate the development of a Tax Increment Finance Authority for the Old Village Area to include Carlisle Wortman (\$16,000), Miller Canfield (\$7,000), and Wayne County Assessing (\$5,000) for total of \$28,000

Now Therefore Be It Further Resolved that the City Commission of the City of Plymouth authorizes a contingency for professional services related to this project in the amount of \$2,800 for a total project cost not to exceed \$30,800.



## 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 Hire - DMS - 10-07-24.docx  
Date: September 26, 2024  
RE: Authorization to Hire DMS

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### Background

The City Commission adopted the Employment Ordinance on August 7, 2000, and it requires that the City Manager seek advance and express approval prior to filling any full-time position. The City Commission is aware that we recently had a resignation in the Department of Municipal Services. As we enter our busy fall and winter season, we need to have full staffing in order to address all of the issues that we have before us including our winter and emergency operations.

In addition, we have notified the City Commission through several weekly updates and in a more detailed email of our desire to move one staff person from three-quarter time to full time, in anticipation of a future retirement. We have found that it takes a person an entire year of operations to have a more complete understanding of our total operations and to be trained on the variety of equipment and processes. There is also a need to "spread the load" of handling emergency on-call, event and emergency response. Further, our three-quarter-time staff is not allowed to operate a variety of equipment and vehicles due to licensing and training requirements.

We have examined the potential increased costs of moving this position to full-time and Finance Director John Scanlon indicates that the anticipated increase in costs would be approximately \$22,000, of which about 24% or \$5,300 would come from the General Fund, the remaining would come from our other Funds, such as the Water/Sewer Fund or others. He also indicates that our current budget can absorb this additional cost.

The City Administration is seeking the approval of the City Commission at this time in order to move forward with the replacement of a full-time position and the transition of a three-quarter time position to full time.

### Recommendation

The City Administration recommends that the City Commission authorize the filling of full one position with the Department of Municipal Services and the upgrading of one three-quarter time position to full time. 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 regarding this matter please feel free to contact either myself or Chris Porman



## Department of Municipal Services

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

Date: September 19, 2024  
To: Paul Sincock, City Manager  
From: Chris S. Porman, Assistant City Manager/Director of Municipal Services  
Re: Authorization to Hire

### Background

On Thursday, September 19, 2024, a member of the DMS bargaining unit submitted his resignation effective immediately. As we approach the fall and winter seasons, the ability to field a full crew becomes imperative to handle bulk leaf pickup, holiday decorations, snow & ice control and emergency operations after hours. As it takes an entire year to train a new employee in our operations, I would like to get started seeking the replacement as soon as possible. Per the City of Plymouth Hiring Ordinance adopted in August 2000, I am requesting to seek approval to proceed with hiring a full-time employee for the Department of Municipal Services.

### Recommendation

It is my recommendation that we seek approval to hire a full-time employee to fill the vacancy which will be created by the resignation. This is a position that was budgeted for in the current year and will be requested in the budget for subsequent years. Should you have any questions, please feel free to contact me.

## Sincock, Paul

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**From:** Sincock, Paul  
**Sent:** Saturday, September 21, 2024 2:56 PM  
**To:** Group - Commission  
**Subject:** DMS Staffing

This past week, we had a member of the DMS Staff resign effective immediately due to personal/family circumstances. Obviously, we need to replace this position as quickly as possible as we are moving into the fall leaf collection period when resources are pulled in multiple directions. You can expect an authorization to hire on your next agenda.

In addition, you may have noticed on the last several weekly updates that we have been reviewing the staffing at the DMS and the recent storms really showed the need to move one of our staff members from  $\frac{3}{4}$  time to full time. We have been reviewing the potential of moving the staff member to full time from both an operational and financial perspective. We asked Finance Director John Scanlon to review this option, and he is of the opinion that we can do this as it is a relatively small financial leap from  $\frac{3}{4}$  time to full time, basically it is the cost of adding one eight hour shift a week.

From an operational standpoint, this move adds a lot more flexibility to our DMS Team. The part time staff cannot be counted on for the regular after hours shift rotation and on-call positions. As you are aware, the DMS has a 24/365 on call rotation for any after hours issues, from emergency MISS DIG requests for locating underground utilities, to trees down, backed up sewers, snow/ice response, police/fire scene assistance, power outages, municipal building issues, and so on. In addition, through various agreements and licensing requirements our part time staff is limited in the equipment/vehicles that they can operate, which again is a hinderance to our operations. As you know, finding high quality staff that can work within our culture is extremely important to the organization. We have a young staff member who is performing at an extremely high level, and we feel that making this move to full time from  $\frac{3}{4}$  time, will allow us to keep him in our organization while at the same time expand our operational flexibility, while having minimal impact on our budget. We will be asking the City Commission to also consider this at your next meeting.

Both Chris and I are more than willing to answer any questions that you may have related to both of these issues in advance of the Commission meeting.

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

PJS

RESOLUTION

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

- WHEREAS The City of Plymouth has an Ordinance which requires that the City Manager seek prior and express approval before filling any full-time employee position within the city staff; and
- WHEREAS The City Administration is currently seeking prior and express approval to fill one open position at the Department of Municipal Services, and
- WHEREAS The City Administration has also recommended that the City Commission authorize The upgrading of a three-quarter time position to full time.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby grant prior and express approval for the hiring of one replacement full time position at the Department of Municipal Services and the upgrading of one three-quarter time position to full time. The costs for these two employees are covered across multiple budget funds.



## 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 sell used aerial bucket fire truck to Northville Township - 10-07-24.docx  
Date: January 16, 2020  
RE: Authorization to sell used Fire Truck

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### Background

We have been keeping the City Commission aware of the potential sale of our jointly owned 10-year-old Rosenbauer Aerial Bucket Fire Truck to Northville Township. We have been in discussions with our community partner, the Township of Northville, related to their interest in purchasing this fire apparatus from the City of Plymouth and the City of Northville.

After some discussions with Northville Township and review with used fire truck dealers, this truck in its current condition, with current age, mileage and hours still does have a significant value. The two cities have worked out a deal with Northville Township for an offer of \$600,000.

Once the truck sale is closed, the City of Northville would pay off any outstanding finance balance, which is estimated at \$55,000 and then we would divide up the additional proceeds between the City of Northville and the City of Plymouth based on our contract percentage. We would put the cash into our Equipment Fund.

The sale of this truck resolves one of the issues that was highlighted in the ICMA Center for Public Safety Management study. The study indicated that the single aerial truck was located outside of the ideal response range for that type of vehicle. Selling the unit to Northville Township puts the vehicle in the middle of our response range for both cities, as it will still be available for response through our mutual aid agreement.

### RECOMMENDATION:

The City Administration recommends that the City Commission authorize the sale of the 2014 Rosenbauer Aerial Bucket Fire Engine to the Township of Northville in the amount of \$600,000.

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

## VEHICLE PURCHASE AGREEMENT

This Vehicle Purchase Agreement (“**Agreement**”) is made and entered into as of \_\_\_\_\_, 2024 (“**Effective Date**”), by and between the Charter Township of Northville, Michigan, with a mailing address of 44405 Six Mile Road, Northville, MI 48168 (“**Purchaser**”), and the City of Northville, Michigan, with a mailing address of 215 W. Main Street, Northville, MI 48167 (“**Northville**”), and the City of Plymouth, Michigan, with a mailing address of 201 S. Main Street, Plymouth, MI 48170 (“**Plymouth**”). Together, Northville and Plymouth are the “**Sellers**”. The Purchaser and Sellers are separately a party and collectively the “**Parties**”.

### Recitals

- A. The Parties are members of the Western Wayne County Fire Department Mutual Aid Association (“**Association**”).
- B. The purpose and responsibilities of the Association is to render reciprocal aid between the member communities or agencies in fire protection, emergency medical services and other emergency services; to provide professional leadership and training in the fire service; to promote fire prevention, education, and safety in the fire service; to establish and implement cooperative programs and activities in the field of fire protection, fire prevention and emergency medical service that will enhance public safety; and to provide a forum for the free exchange of ideas by fire chiefs (collectively, “**Mutual Aid Agreement**”).
- C. Consistent with the goals of the Association and the Mutual Aid Agreement, the Sellers desire to sell, and the Purchaser desires to purchase, a certain vehicle (ladder truck, described hereinbelow) upon the terms and conditions set forth in this Agreement.

WHEREFORE, based on the Recitals which are all restated in the entirety and incorporated by reference, the Parties hereto agree as follows:

1. **Sale of Vehicle.** Sellers hereby agree to sell to Purchaser, and Purchaser hereby agrees to purchase from Sellers, free and clear of all liens, claims, interests, pledges, options, charges, security interests, defects of title, restrictions on transferability, restrictions on use or other encumbrances (collectively, “**Liens**”), all of Sellers’ right, title and interest in and to that certain 2014 Rosenbauer 101’ Aerial Platform Ladder Truck, VIN 54F3DF607EWM1055 (the “**Vehicle**”). Purchaser does not assume any liability or obligation of any kind of Sellers whatsoever in connection with the Vehicle. Purchaser understands and agrees that, except for such representations and warranties expressly made by Sellers in this Agreement, SELLERS ARE SELLING, AND PURCHASER IS BUYING, THE VEHICLE “AS-IS, WHERE-IS,” AND “WITH ALL FAULTS.”
2. **Release of All Liens.** Sellers hereby agree that all Liens or encumbrances recorded, imposed, or asserted against the Vehicle shall be and are released and are of no further

force or effect. The Sellers shall indemnify and hold the Purchaser harmless from any and all claims or demands asserted by any individual or entity against the Vehicle after the Purchase Price has been paid at Closing and Purchaser having otherwise fully performed under this Agreement.

3. **Purchase Price.** The purchase price for the Vehicle is Six Hundred Thousand and 00/100 (\$600,000.00) dollars (“Purchase Price”), payable in cash at a date, time, location and identification of the payee to be determined by the Parties (“Closing”). Payment of the Purchase Price shall be allocated to the Sellers as follows:

- a. Northville: \$ \_\_\_\_\_
- b. Plymouth: \$ \_\_\_\_\_

4. **Transfer of Title.** Upon the payment of the Purchase Price, Sellers shall sign and deliver to Purchaser the bill of sale and assignment attached as Exhibit A (“Bill of Sale”) transferring title to the Vehicle to Purchaser and assignment of all other matter reasonably necessary to further evidence Seller’s transfer of title ownership of the Vehicle and assignment of all related parts, equipment, and related items to Purchaser.

5. **Representations of Sellers.** Sellers represent and warrant to Purchaser as follows: (a) Sellers have undertaken all usual and typical regular maintenance of the Vehicle while in their possession; (b) Sellers have disclosed to the Purchaser all known history regarding the Vehicle; (c) Sellers are not aware of any mechanical problems with or recommended repairs to the Vehicle not already disclosed to the Purchaser; (d) Sellers have all necessary power and authority to execute and deliver this Agreement and the Bill of Sale and to perform the transactions under this Agreement; and (e) Sellers are transferring and conveying to Purchaser, and Purchaser is receiving, good and valid legal and beneficial title in and to the Vehicle, free and clear of all Liens.

6. **Purchaser Representation.** Purchaser represents and warrants to Sellers that Purchaser has all necessary power and authority to execute and deliver this Agreement and perform the transactions under this Agreement.

7. **Personal Property Taxes / Assessments.** Sellers represent and warrant to the Purchaser that no personal property taxes or assessments have been imposed upon the Vehicle and none are due.

8. **Mutual Aid Agreement.** Following the Closing, and consistent with the Mutual Aid Agreement, the Purchaser agrees to initiate an immediate response with the Vehicle to the Sellers upon a request for mutual aid in the event of a working structure fire assuming the Purchaser has at the time of the request sufficient resources available to safely provide such services.

9. **Warranties, and Supporting Parts & Equipment.** At Closing, Sellers shall transfer and assign to Purchaser all manufacturer and/or other warranties, if any, related to the Vehicle. Sellers shall deliver to Purchaser all records, receipts, reports, papers, and all



documentation whatsoever (in paper and electronic formats) related to the Vehicle. Any remaining term of insurance shall be transferred and assigned to the Purchaser. Any and all parts or equipment of any type or kind related to the Vehicle shall be made a part of this Agreement and sold for the Purchase Price together with the Vehicle. An inventory of such items shall be prepared and made a part of the Bill of Sale. This includes, for example and not limitation, all hooks, ladders, hoses, nozzles, clamps, buckets, wheels, tires, and all related tools and/or spare parts useful for operation of the Vehicle. Purchaser shall have no responsibility for the handling, storage or disposal of any materials, including hazardous substances, that yield from the preparation and transfer of the Vehicle, at Seller's expense, so Purchaser can take possession and control of the Vehicle.

10. **Risk of Loss; Liabilities.** At Closing, the title shall be transferred, and possession of the Vehicle shall be delivered to the Purchaser. Before such Closing and the transfer of title and delivery of possession, the Sellers are and shall remain responsible and liable for any loss, damage or destruction to the Vehicle. Prior to Closing, the Purchaser may terminate this Agreement, and the purchase of the Vehicle and related equipment, if any such full or partial loss or damage shall occur. Any insurance on the Vehicle obtained by Sellers shall be terminated at Closing, and after Closing established in the name of the Purchaser.
  
11. **Miscellaneous.** This Agreement, together with all exhibits furnished hereunder, constitutes the sole and entire agreement among the Parties pertaining to the subject matter contained herein, and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all Parties. Any party hereto may waive, in writing, compliance by the other party of any of the covenants or conditions contained in this Agreement, except those conditions imposed by law. No act, failure to act, practice or custom shall constitute an implied waiver of full compliance with any of the provisions hereof. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Any assignment in violation of the foregoing shall be null and void. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and enforced (if necessary) in and by a court of competent jurisdiction for Wayne County, Michigan. This Agreement may be executed concurrently or in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A party may execute this Agreement and transmit its signature by facsimile or other electronic delivery, which shall be fully binding, and the party taking such actions shall deliver a manually signed original as soon as is practicable.

The Parties cause this Agreement to be executed as of the Effective Date. All individuals signing hereby confirm they are duly authorized to bind each respective party to the terms and conditions of this Agreement.

*[Signatures on following page.]*

**PURCHASER**

**Charter Township of Northville**

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

[print] \_\_\_\_\_

Its: \_\_\_\_\_

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

**SELLER**

**City of Northville**

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

[print] \_\_\_\_\_

Its: \_\_\_\_\_

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

**SELLER**

**City of Plymouth**

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

[print] \_\_\_\_\_

Its: \_\_\_\_\_

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

*[Exhibit A on following pages.]*

## Exhibit A

### **BILL OF SALE AND ASSIGNMENT**

This BILL OF SALE AND ASSIGNMENT (“**Bill of Sale**”) is made a part of the Vehicle Purchase Agreement (“**Agreement**”), and as of its Effective Date, by and between the Parties. Capitalized terms used herein and not otherwise defined herein will have the meanings ascribed to such terms in the Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, Seller hereby sells, transfers, assigns, conveys, grants and delivers to Purchaser, and by these presents does hereby sell, transfer, assign, convey, grant, and deliver to Purchaser, all right, title, and interest, legal or equitable, of Seller in and to the Vehicle referenced in the Agreement and also including, without limitation, the equipment listed hereinbelow:

1. All parts or equipment of any type or kind related to the Vehicle shall be made a part of this Agreement and sold for the Purchase Price together with the Vehicle. This includes, for example and without limitation, all hooks, ladders, hoses, nozzles, clamps, buckets, wheels, tires, and all related tools and/or spare parts useful for operation of the Vehicle. Further, the items sold and assigned include:

- Exterior
  - TFT valve on passenger side
  - TFT valve on driver’s side
  - Breathing air tank
  - All 5” hose (woven jacket)
  - 1.75” hose (crosslay #1 and crosslay #2)
  - All pike poles (6)
  - Wheel chocks
  - All intake and discharge connections
  - Power block, cord, and cord reel
  - All drawers, pullouts, and shelves
  - All ladders [(2) 35’ - 3 section ladders, (2) 16’ roof ladder, (1) 24’ 2 section, (1) 10’ attic, (1) 10/15 combo ladder
  - (2) 6’ pike poles, (2) 8’ pike poles, (2) 12’ pike poles]
- Interior
  - Box lights and mounts (4)
  - Streamlight personal lights and mounts (4)
  - Flir camera and camera mount
  - Ladder belts

Also included are all items and equipment that are wired, bolted, mounted, or otherwise affixed to the Vehicle. [Portable devices or mobile communications radios are excluded.]

2. Seller hereby constitutes and appoints Purchaser, its successors and assigns, for the limited purpose of enabling Purchaser to complete, ensure, and perfect the transfer, conveyance, and assignment to Purchaser of all the right, title, and interest of Seller in and to the property hereby granted, bargained, sold, conveyed, and assigned, or intended to so be, the true and lawful attorney, irrevocably, of Seller, with full power of substitution, in the name of Seller or otherwise, and on behalf of, for the benefit of, and at the expense of Purchaser, its successors and permitted assigns: (a) to demand and receive from time to time any and all property hereby granted, bargained, sold, conveyed, and assigned or intended so to be, and to give receipts, releases, and acquittances for and in respect of the same or any part thereof, and (b) from time to time, to institute, prosecute, compromise, and settle, as Seller's assignee, any and all proceedings at law, in equity, or otherwise, which Purchaser, its successors and assigns, may deem proper to collect, assert, or enforce any claim, title, or right hereby granted, bargained, sold, conveyed, and assigned, or intended so to be, that Purchaser, its successors and assigns, shall deem desirable.

3. Seller hereby covenants that it will, whenever and as often as required so to do by Purchaser, execute, acknowledge, and deliver any and all such other and further acts, deeds, assignments, transfers, conveyances, confirmations, powers of attorney, and any instruments of further assurance, approvals, and consents as Purchaser may reasonably require in order to complete, insure, and perfect the transfer, conveyance, and assignment to Purchaser of all the right, title, and interest of Seller in and to the property hereby granted, bargained, sold, conveyed, or assigned, or intended so to be.

4. Nothing in this instrument, express or implied, is intended or will be construed to confer upon or give to any person other than the Parties hereto and their respective successors and permitted assigns any remedy or claim under or by reason of this instrument or any term, covenant, or condition hereof, and all the terms, covenants, conditions, and agreements contained in this instrument will be for the sole and exclusive benefit of the Parties and their successors and permitted assigns.

5. Seller acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Agreement will not be superseded hereby, but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Bill of Sale, the terms of the Agreement will govern and control.

**Seller: City of Northville, MI**

**Seller: City of Plymouth, MI**

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

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

[print] \_\_\_\_\_

[print] \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

RESOLUTION

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

WHEREAS The City of Plymouth is joint owner of a 2014 Rosenbauer Aerial Bucket Fire Truck with the City of Northville in order to help protect the public health, safety and welfare, and

WHEREAS A recent ICMA – Center for Public Safety Management made the recommendation That the vehicle should be placed closer to Northville City in order to be in an ideal Response location, and

WHEREAS The Township of Northville has offered to purchase the truck for \$600,000 to add To their fleet of vehicles, and they have agreed to respond to either the City of Plymouth or the City of Northville, in the event of a structure fire in accordance With our mutual aid agreements.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the joint sale of the Rosenbauer Aerial Bucket Fire Truck to the Township of Northville in the amount of \$600,000. Further, the City of Plymouth hereby releases the lien on the vehicle held by the City of Plymouth. The proceeds will be used to pay off the finance balance on the vehicle and will be divided between the two cities.

BE IT FURTHER RESOLVED that the City Clerk is directed to attach a copy of the purchase agreement to the official meeting minutes of this 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 - Confirmation of purchase of services clean up 609 Herald - 10-07-24.docx*  
Date: September 30, 2024  
RE: Confirmation of purchase of services for hazardous situation

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### Background

The City Commission was made aware of a hazardous situation on September 20, 2024, and we indicated at that time that based on the circumstances there was a need to take immediate action to remediate the situation in order to protect the neighborhood. We made contact with Kirbie Management, LLC who is a part of Steri-Clean Detroit and they specialize in this type of clean up.

Police and representatives of the company spent several days at the location to remediate the immediate situation. A significant amount of material and clean up material had to be removed for bio-hazard disposal.

We will be billing all time and materials under the City's Hazardous Materials Ordinance. This would include the contractor's bill, as well as the police department's time spent on the project. Police are still following up on the incident and Code Enforcement is also involved for future potential ordinance issues as we move towards the winter season.

### Recommendation

The City Administration recommends that the City Commission confirm the payment to Kirbie Management, LLC, d.b.a. Steri-Clean Detroit for a biohazard clean-up/remediation in the southwest section of the city.

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 myself or Al Cox.

RESOLUTION

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

WHEREAS The City of Plymouth has a duty to do any act to advance the interests of the city, the good government and prosperity of the municipality and its inhabitants, and

WHEREAS The City has a duty to protect the public health, safety, and welfare, and

WHEREAS There was a situation at a property that required that the city take immediate Action in order to remediate a bio-hazardous situation, as a result of a Passing of a resident.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby confirm the payment to Kirbie Management, LLC, d.b.a as Steri-Clean Detroit in the amount of \$18,650.38. The cost for the cleaning shall be billed to the property under the city's hazardous materials ordinance, to include the billing from the company as well as the police resources to remediate the immediate situation.



## Administrative Recommendation

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

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

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: S:\Manager\Sincock Files\Memorandum - Authorization for the purchase of a Boss SnowRator - 10-07-24.docx  
Date: October 2, 2024  
RE: Purchase of Boss SnowRator

---

### Background

The City Commission may recall that the Department of Municipal Services requested the purchase of a piece of equipment called a SnowRator as a part of their Capital Equipment purchases. This device would be used during and before snowstorms, especially in our large park areas. This unit would allow the Department to be significantly more efficient in sidewalk snow removal. We need to clear snow from approximately thirty different public properties and snow removal in large parks such as Kellogg Park and Veterans Park is a very time-consuming process.

The City Commission authorized a budget for this purchase in the amount of \$18,000. That authorization is shown on page CIP113 of the 2024 – 25 Budget. The Department of Municipal Services obtained three prices for this type of equipment. The lowest price is from Capital Equipment and Supply in the amount of \$15,900. The other prices were from Bobcat in the amount of \$16,465 and Weingartz at \$16,530.

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

### Recommendation

The City Administration recommends that the City Commission authorize the purchase of a Boss SnowRator from Capital Equipment & Supply in the amount of \$15,900. This purchase is covered in the 2024 – 25 Fiscal Year budget and is shown on page CIP 113.

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 Chirs Porman.





## **Department of Municipal Services**

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

Date: October 1, 2024  
To: Paul J. Sincock, City Manager  
From: Chris S. Porman, Assistant City Manager/Director of Municipal Services  
Nick Johns, Foreman – Department of Municipal Services  
Re: Purchase of Boss SnowRator

### Background

Each winter, the Department of Municipal Services maintains many sidewalks throughout the city including City Hall, Tonquish Creek Manor, the Mausoleum at Riverside Cemetery and City Park, as well as bridges, and other public sidewalks. Following each snow event, we are required to clear sidewalks at approximately 30 locations. While some locations are relatively easy, others such as Kellogg Park and Veteran's Park take quite some time and effort. During a large snow event, such as one, where we have over 4" and need to plow the streets, our ability to tackle the sidewalks becomes delayed as our priority is to open the roadways. This delay can cause the snow to freeze and harden, making the removal more challenging, especially next to a road in the case of Veteran's Park.

As we look to improve our efficiencies, and build off the effectiveness of our brine operations, we have identified and budgeted for a small, stand-up sidewalk plow with the ability to equip a small brine tank. This piece of equipment will allow for pretreating of sidewalks with brine which will prevent ice from bonding to the surface, making removal easier. The Snowrator will allow for faster and more efficient snow removal and salting during snow events. This equipment will also significantly ease the workload on our staff during snow events.

City staff has researched multiple vendors and consulted with private contractors in the Western Wayne area, all of whom have recommended the SnowRator for its effectiveness and reliability.

### Recommendation

It is our recommendation that the City Commission approve the purchase of a Boss SnowRator from Capital Equipment. Of Dewitt, MI, \$15,900.00.

Funding for this purchase would come from the Equipment Fund.

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

Item Description	Req By	Account #	R	N	Est Life	Dept Priority	Method of Funding	Dept Req Est Cost	Manager Revisions	Budgeted Cost
<b>WATER &amp; SEWER FUND</b>										
Water Utility Engineering	MSD	560-588	R		50	1	X	95,000	-	95,000
Water Utility Construction	MSD	560-588	R		50	1	X	465,000	-	465,000
Sewer Utility Engineering	MSD	560-589	R		50	1	X	40,000	-	40,000
Sewer Utility Construction	MSD	560-589	R		50	1	X	200,000	-	200,000
Lead & Galvanized Service Line Replacement Program (Known locations +/-35)	MSD	592-000	R,N		4	1	X	250,000	-	250,000
Replace Fire Hydrants (Non-repairable TCIW)	MSD	592-000	R,N		4	1	X	20,000	(20,000)	
Utility Patch Repair	MSD	592-000	R		5	2	X	50,000	(50,000)	
Replace Construction/Safety Barricades	MSD	592-000	R		10	2	X	15,000	(15,000)	
Replace Traffic Control Barricades	MSD	592-000	R		10	2	X	7,500	-	7,500
Replace Isolation Valves (Valve, structure, pipe & connections)	MSD	592-000	R		10	2	X	60,000	(60,000)	
<b>WATER / SEWER FUND TOTAL</b>								<b>1,202,500</b>	<b>(20,900)</b>	<b>1,057,500</b>
<b>EQUIPMENT FUND</b>										
Network Upgrades and Workstation Upgrades / Replacements	MIS	661-000	R		5	1	X	55,000	-	55,000
Police Cars (2) - Tahoe	POL	661-000	R		5	1	X	100,000	-	100,000
Police Car Modem Replacement (2)	POL	661-000	R		10	1	X	5,000	-	5,000
Portable 2-Way Radios	POL	661-000	R		10	1	X	14,250	-	14,250
Mobile Radios	POL	661-000	R		10	1	X	7,000	-	7,000
Fitness Equipment	POL	661-000	R		20	2	X	15,000	(15,000)	
Electric Zamboni	REC	661-000	R		20	3	X	120,000	(101,070)	18,930
Floor Machine Cleaner	REC	661-000	R		5	1	X	10,000	-	10,000
Sidewalk Sweeper, Lincoln - American MY95 (DMS 005)	DDA	661-000	R		10	2	X	65,000	-	65,000
Sid Steer Loader, Bobcat MY98/96 (DMS 023/022)	MSD	661-000	R		10	2	X	140,000	(140,000)	
Ext. Cab Pick up+cap, GMC 2500 MY09 (DMS 102)	MSD	661-000	R		10	2	X	60,000	(60,000)	
Small loader, Case MY03 (DMS 108)	MSD	661-000	R		10	2	X	180,000	(180,000)	
Reg. Cab Flat bed+plow+spreader, GMC 2500 MY12 (DMS 135)	MSD	661-000	R		10	2	X	65,000	-	65,000
Utility Trailer MY88 (DMS TRL 2)	MSD	661-000	N		10	2	X	12,000	(12,000)	
Walkbehind Concrete Saw	MSD	661-000	N		10	2	X	25,000	(25,000)	
Street Stripe Paint Sprayer	MSD	661-000	N		10	2	X	12,000	(12,000)	
Snow Pusher (12' Box Plow)	MSD	661-000	R		10	2	X	12,000	(12,000)	
Stand-on Sidewalk Plow & Salt Spreader	MSD	661-000	R		10	2	X	18,000	-	18,000
ATTACH - Mini SW Tractor Vacuum/Sweeper, Heister (DMS 005)	MSD	661-000	R		5	2	X	9,000	(9,000)	
ATTACH - Mini SW Tractor Broom, Holder (DMS 008)	MSD	661-000	N		5	2	X	12,000	(12,000)	
ATTACH - Mini SW Tractor Plow, Holder	MSD	661-000	N		5	2	X	8,000	(8,000)	
ATTACH - Mini SW Tractor Snowblower, Holder	MSD	661-000	N		10	1	X	25,000	(25,000)	
Equip Lease - Rosenbauer Fire Pump	FIRE	661-000	R		20	1	X	41,023	-	41,023
Equip Lease - Swaploader	MSD	661-000	N		15	1	X	45,397	-	45,397
Equip Lease - Pumper Fire Truck	FIRE	661-000	R		10	1	X	59,003	-	59,003
Equip Lease - Tahoe (3)	POL	661-000	R		6	1	X	35,439	-	35,439
Equip Lease - Ford Trucks (4)	MSD	661-000	R		6	1	X	82,773	-	82,773
<b>EQUIPMENT FUND TOTAL</b>								<b>1,232,885</b>	<b>(611,070)</b>	<b>621,815</b>



**snowrator quote**

Josh Fleming <jfkbota@yahoo.com>

Tue 7/30/2024 4:01 PM

To: Johns, Nick <njohns@plymouthmi.gov>

Nick,

Here is your quote on the standard Boss Snowrator with drop spreader added.

Retail - 17856.00

Municipal discount - 1956.00

Municipal Sale price - 15900.00 no tax. Picked up at Capital Eq.

Thank you,

Josh Fleming

Capital Equipment & Supply

12263 Old U.S. 27

DeWitt, MI. 48820

517-669-5533

[www.cedealer.com](http://www.cedealer.com)

**\*\*CAUTION: This email originated from outside of your organization. Use caution when clicking on links or opening attachments. Contact the sender by phone to validate the contents.\*\***





Quotation Number: GR679584  
 Quote Sent Date: Aug 08, 2024  
 Expiration Date: Sep 07, 2024  
 Prepared By Gary Rawlings  
 Phone: +15175994761  
 Email: r.gary@bobcatoflansing.com

Customer  
 City of Plymouth  
 1231 Goldsmith  
 Plymouth, MI, 48170  
 Phone: 734-453-7737

Contact  
 Nick Plymouth  
 Phone: 734-453-7737  
 Email: njohns@plymouthmi.gov

Dealer  
 Bobcat of Lansing  
 3237 WEST MILLER ROAD  
 Lansing, MI 48911  
 517-394-1155

Item Name	Item Number	Quantity	Price Each	Total
<b>Boss Snowrator</b>	SNR24003	1	12,159.00	12,159.00
	Total for Boss Snowrator			12,159.00
<b>Snowrator Drop Spreader</b>	DPS22750	1	3,181.50	3,181.50
	Total for Snowrator Drop Spreader			3,181.50
<b>Spreader attachment kit</b>	SNR22880B	1	355.50	355.50
	Total for Spreader attachment kit			355.50
<b>Spreader control kit</b>	MSC22875	1	369.00	369.00
	Total for Spreader control kit			369.00
<b>Assembly and installation</b>	999	1	400.00	400.00
	Total for Assembly and installation			400.00
	Quote Total - USD			16,465.00
	Sales total before Taxes			16,465.00
	Taxes			0.00
	<b>Quote Total - USD</b>			<b>16,465.00</b>

**Customer acceptance:**  
 Quotation Number:: GR679584                      Purchase Order: \_\_\_\_\_

**Authorized Signature:**  
 Print: \_\_\_\_\_ Sign: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_ Tax Exempt: Y  / N

# WEINGARTZ EVERYTHING FROM LAWN TO SNOW

## QUOTATION

To: **CITY OF PLYMOUTH**  
**MUNICIPAL SERVICES**  
 1231 GOLDSMITH  
 PLYMOUTH, MI 48170

Quote #: **40172364-00**  
 Date: **02/05/24**  
 Exp Date:

Attn:  
 Phone: **(734) 453-7737**  
 Email: **Lhomlinga@plymouthmi.gov**

Prepared By: **Mike Miles**  
 Phone: **(734) 526-3041**  
 Email: **miles@weingartz.com**

Product number	Product and Description	Qty	Sale Price	Total
BOSNR24003	Snowrator 389CC 4' 6TB 20 Gal Brine, Kohler List Price: \$13,120.00	1	\$12,720.00	\$12,720.00
BODPS22750	Drop Spreader 1.5 cu ft. List Price: \$3,430.00	1	\$3,430.00	\$3,430.00
BOSNR22880B	Drop Spreader Mnt kit 1.5 List Price: \$380.00	1	\$380.00	\$380.00

Total **\$16,530.00**  
 Invoice Total **\$16,530.00**

Approved By

Customer

Date

Weingartz Representative

Date

Page 1 of 1

Weingartz, 32098 Plymouth Rd, Livonia, MI 48150,

WWW.WEINGARTZ.COM

Purchase of Boss SnowRator

The following resolution was offered by Comm. \_\_\_\_\_ and

seconded by Comm. \_\_\_\_\_

WHEREAS The City of Plymouth operates an equipment fleet to help protect the public health, safety, and welfare; and

WHEREAS The City Commission determined that a SnowRator was a piece of equipment that would be included in the 2024-25 Budget; and

WHEREAS The City Administration obtained 3 quotes, and

WHEREAS The City Administration and staff are recommending the purchase of a SnowRator from Capital Equipment, of Dewitt, MI

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of a Boss SnowRator from Capital Equipment Dewitt, MI in the amount of \$15,900.00.