



Plymouth City Commission

Regular Meeting Agenda

Monday, March 2, 2020 7:00 p.m.-Plymouth City Hall

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

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

1. **CALL TO ORDER**
 - a. Pledge of Allegiance
 - b. Roll Call
2. **CITIZENS COMMENTS**
3. **APPROVAL OF THE AGENDA**
4. **ENACTMENT OF THE CONSENT AGENDA**
 - a. Approval of February 17, 2020 Regular Meeting Minutes
 - b. Approval of January 2020 Bills
 - c. Special Event – Music in the Air
 - d. Special Event – An American Salute
 - e. Wednesday Night Workouts
5. **COMMISSION COMMENTS**
6. **OLD BUSINESS**
 - a. Sign Ordinance Second Reading
7. **NEW BUSINESS**
 - a. Geothermal Computer Control System Replacement
 - b. Soccer Equipment Bid
 - c. Emergency Confirmation Water System Repairs
 - d. Air Duct Cleaning Bid
 - e. Wilcox Fountain Grant Agreement
8. **REPORTS AND CORRESPONDENCE**
 - a. Liaison Reports
9. **CLOSED SESSION**
 - a. Legal Matters – Attorney/Client Privileged Communication
10. **OPEN SESSION**
11. **ADJOURNMENT**

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

Persons with disabilities needing assistance with this should contact the City Clerk's office at 734-453-1234 Monday through Friday from 8:00 a.m.-4:30 p.m., at least 24 hours prior to the meeting. An attempt will be made to make reasonable accommodations.

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

City of Plymouth Strategic Plan 2017-2020

GOAL I - QUALITY OF LIFE

OBJECTIVES

1. Support the neighborhoods with high-quality customer service
2. Engage in collaboration with private entities and surrounding municipalities to implement the [Joint Recreation Master Plan](#)
3. Improve communication with the public across multiple platforms
4. Maintain a high level of cleanliness throughout the City
5. Support and host a diverse variety of events that foster community and placemaking

ONE YEAR TASKS 2020-21

- Liquor/marijuana license review
- Rooftop seating review
- Adopt Downtown Development Authority (DDA) Master Plan and identify funding sources for implementation
- Begin implementation of Kellogg Park Master Plan with fountain replacement
- Establish format & requirements for public parks sponsorship
- Resident education programs on zoning basics, ordinance change and update, services, and recycling
- City webpage - create city-wide F.A.Q. "Index" page and push out link
- Increase social media presence – 1k new followers/subscribers/etc.
- Review and evaluate City truck routes
- Complete update to Special Events Policy

GOAL II - FINANCIAL STABILITY

OBJECTIVES

1. Approve balanced budgets that maintain fiscal responsibility
2. Advocate for increased revenue sharing with the State of Michigan
3. Encourage and engage in partnerships, both public and private, to share costs of services and equipment
4. Address the issue of legacy costs
5. Seek out and implement efficient and effective inter-departmental collaboration
6. Market our successes to attract new economic and investment opportunities

ONE YEAR TASKS 2020-21

- Actively promote and participate in the 2020 census
- Explore internal and external supplemental funding of legacy costs
- Target revenue enhancements for large-scale capital projects, including grants and millage
- Assist the Michigan Municipal League (MML) in facilitating and increasing support for state revenue sharing initiatives
- Redesign Capital Improvement Plan and evaluate future funding process for Equipment Fund
- Create a rate card for payment in lieu of paid parking
- Develop financial plan for public safety model
- Identify cost estimates, timeframe and potential funding sources for central parking deck
- Complete road bond sale – phase one

GOAL III - ECONOMIC VITALITY

OBJECTIVES

1. Continue to support and improve active, vibrant downtown branding
2. Support community and economic development projects and initiatives
3. Support a mix of industrial, commercial and residential development
4. Reference the [Master Plan](#) in economic decision-making

ONE YEAR TASKS 2020-21

- Continued administration of development projects and proposals including Wilcox Mill, Saxton's, Pulte, Starkweather School, Lumber Mart, and various residential builds
- Branding – consistency across all communications (email, letterhead, agenda)
- Provide annual process and risk-management training to all boards and commissions
- Continue implementing Redevelopment Ready Community (RRC) plan to achieve certification
- Develop list of transitional properties and utilize Michigan Economic Development Corporation (MEDC), Wayne County, others to market
- Explore marketing partnerships (schools, Chamber, hotels, available publications etc.)

GOAL IV - SERVICE AND INFRASTRUCTURE

OBJECTIVES

1. Support administration and staff by providing professional development opportunities, supplying resources, and maintaining a commitment to recruitment, retention and succession planning
2. Support and deliver safe and responsive emergency services
3. Maintain a sophisticated and responsive technology to communicate and manage data
4. Continually record, maintain, update, and improve City infrastructure

ONE YEAR TASKS 2020-21

- Administration to make parking recommendation to City Commission by end of first quarter
- Implement updates to parking system according to direction given by City Commission
- Actively engage employees for further career development for succession planning with special focus on the depth of Cultural Center staffing
- Continue Asset Management Plan
- Review Insurance Services Office (ISO) Report and International City/County Management Association (ICMA) Study & begin meeting to discuss viable options for the future delivery of emergency services
- Approve third version of agreement on sanitary sewer with Western Township Utilities Authority (WTUA) based on delay by Wayne County
- Develop multi-modal transportation policy to City Commission
- Implement 2020 street repairs
- Restore Commercial Motor Vehicle (CMV) enforcement
- Continue geographic information system (GIS) mapping of the City
- Define process/educate citizenry/pursue adoption/Implement form-based codes



City of Plymouth
City Commission Regular Meeting Minutes
Monday, February 17, 2020 - 7:00 p.m.
Plymouth City Hall Commission Chambers

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

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

1. CALL TO ORDER

- a. Mayor Wolcott called the meeting to order at 7:00 p.m., followed by the Pledge of Allegiance
- b. Roll call

Present: Mayor Oliver Wolcott, Mayor Pro Tem Nick Moroz, Commissioners Suzi Deal, Ed Krol, Kelly O' Donnell, Marques Thomey and Tony Sebastian

Absent: None

Also present: City Manager Paul Sincock, Attorney Jeff Schroeder, Public Safety Director Al Cox and various City Department Heads

2. CITIZENS COMMENTS

Patrick Kehoe, 418 Blunk St., asked for clarification of a newspaper article he read regarding the Kellogg Park survey.

Mr. Patel, 827 Penniman, said he is the owner of Painting Escapes. He would like the City to consider an ordinance that would allow his customers to bring their own alcohol to events at the studio.

3. APPROVAL OF THE AGENDA

Mayor Pro Tem Moroz made a motion, seconded by Commissioner Krol, to approve the agenda for Monday, February 17, 2020.

MOTION PASSED 7-0

4. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of February 3, 2020 Regular meeting minutes

Mayor Pro Tem Moroz made a motion, seconded by Commissioner Sebastian, to approve the Consent Agenda for Monday February 17, 2020.

MOTION PASSED 7-0

5. COMMISSION COMMENTS

Commissioner Krol asked for clarification about the color of street signs in the City. City Manager Paul Sincock and Director of Municipal Services Chris Porman provided an explanation.

Mayor Wolcott responded to Mr. Kehoe's question.

Mayor Pro Tem Moroz noted that today marks the first time that the University of Michigan baseball team has been ranked #1 in the nation.

Commissioner Thomey also recognized the importance of women in government and Inclusiveness.

Mayor Wolcott responded to the citizen question about the compass and the Lumber Mart site.

6. PRESENTATION-NONE

7. OLD BUSINESS - NONE

8. NEW BUSINESS

a. Massey Field Lighting

RESOLUTION #2020-14

The following Resolution was offered by Mayor Pro Tem Moroz and seconded by Commissioner Krol.

WHEREAS The City of Plymouth maintains a variety of recreational facilities and the only outdoor turf facility that the City owns is Don Massey Field; and

WHEREAS The City and the County of Wayne have entered into an Intergovernmental Agreement related to the use of certain county park millage funds that are reimbursed back to the municipalities for use in recreational facilities; and

WHEREAS There is a need to make certain repairs to the lighting system at Don Massey Field and the City will be using funds designated from the Intergovernmental Agreement to make those repairs; and

WHEREAS The City accepted bids for new LED lighting fixtures for a portion of the lighting system at Don Massey Field and the low bid is from Light Experts of San Diego, California.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of LED Stadium Light Fixtures in the amount of \$512.99 each for a purchase total of \$5,642.89. Funding for this purchase is authorized from the Recreation Capital Improvement Fund, with reimbursement from Wayne County to that Fund in accordance with the Intergovernmental Agreement between the City and the County.

MOTION PASSED 7-0

b. Public Art Placement in Kellogg Park

RESOLUTION #2020-15

The following Resolution was offered by Mayor Pro Tem Moroz and seconded by Commissioner Sebastian.

WHEREAS The Plymouth Community Arts Council (PCAC) and the Detroit Institute of Arts (DIA) have proposed to place public art in the east end of Kellogg Park; and

WHEREAS The PCAC and the DIA have complied with the City's Monument Policy and have made the final proposal to the City Commission.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the placement of the proposed Public Art in Kellogg Park as indicated in the PCAC – DIA Proposal.

BE IT FURTHER RESOLVED THAT the artwork is to be placed in Kellogg Park for a period of not more than 10 years, unless authorized by the City Commission.

BE IT STILL FURTHER RESOLVED THAT the City of Plymouth shall not be responsible for vandalism or damage to the artwork. The City shall supply liability insurance for the artwork while it is in Kellogg Park.

Charles Garling, Director of Studio Programs at the Detroit Institute of Arts, addressed the Commission and thanked the City for being a good partner. Commissioner Deal asked whether the City would have to increase insurance coverage to accommodate the sculpture. Garling said cost to produce it was less than \$20,000. Commissioner O'Donnell asked about the amount of concrete the base would require. Lead artist Vito Valdez said they planned for the 6 square feet of concrete, but that they could decrease that amount if the City requested that they do so. Commissioner Thomey asked Valdez what his inspiration was for the piece. Valdez said the City itself was the inspiration. Lisa Howard, the executive director of the Plymouth Community Arts Council said each part of the sculpture represents a segment of the City. Commissioner Krol asked about the size of the sculpture. Valdez said it is 8 feet tall, which includes the climbing vine. He also wondered if there would be a plaque to describe the piece of art. Garling said there would be a plaque and that the City could determine what would be on it.

MOTION PASSED 7-0

9. REPORTS AND CORRESPONDENCE

a. Liaison Reports

Mayor Wolcott said he expects to have the details of the Kellogg Park Fountain project either on the March 2 meeting or at a special meeting prior to that, depending on timing.

Mayor Pro Tem Moroz said the Planning Commission met last week and discussed a possible PUD request for the Saxton's property. They approved a preliminary PUD for the Wilcox Mill property. He also said he was working with the sustainability team in Northville.

b. Planning Commission 2019 Annual Report

The Commission reviewed the report below.

City of Plymouth Planning Commission 2019 Annual Report

The City of Plymouth Planning Commission is made up of nine members. They regularly meet on the second Wednesday of the month at 7:00 pm in the Commission Chambers at City Hall located at 201 S. Main. A typical meeting consists of public comments, review of the previous meetings minutes, commissioner comments, public hearings, new and/or old business, and reports and correspondence from staff. Planning Commission members for the 2019 year included: Karen Sisolak (Chair), Jennifer Kehoe (Vice Chair), Joe Hawthorne, Shannon Adams, Scott Silvers, Chuck Myslinski, Adam Offerman, Tim Joy, and Hollie Saraswat.

The Planning Commission met fifteen times during 2019. Of those fifteen meetings, eleven were regular meetings, one was a special meeting, one was a study session, and two were training sessions. This meets the requirements of the Michigan Planning Enabling Act (MPEA) for the minimum number of meetings (4).

The main purpose of this report is to meet the requirements of the MPEA. However, this report increases information sharing between staff, boards, commissions, and the City Commission. This report anticipates upcoming issues and asks the Planning Commission to

identify priorities so that staff may appropriately allocate time and resources. Lastly, it is the opportunity to reflect on the hard work of the past year and thank our dedicated appointed and elected officials for their support of the City’s planning and zoning efforts.

The Planning Commission’s primary accomplishment for the year was the completion of the sign ordinance update. This ordinance updates the sign section to be compliant with the 2015 Supreme Court case Reed vs. Town of Gilbert, AZ.

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Planning Commission 2019 Goals

1. Develop a Master Plan Overview Presentation and present to all City Boards and Commissions to gain alignment and commitment towards utilization during and prior to their respective decision making.
 - a. IN PROGRESS: Chair Sisolak and Comm. Saraswat presented the Master Plan to the DDA Board on September 9, 2019.
2. To create the new zoning districts that are necessary in order to bring the zoning map in line with the master plan and to update the permitted uses matrix.
 - a. IN PROGRESS: Comm. Kehoe, Comm. Offerman, and Comm. Joy met throughout the year to establish new districts and to identify permitted and special land uses for each new future land use designation.
3. Collaborate with the City Commission and other City boards to create a comprehensive non-motorized plan and implement tactical steps as opportunities are identified.
 - a. NOT STARTED
4. Research the use of form-based codes and overlay districts in the appropriate areas identifying appropriate incremental changes for a pilot implementation of form-based coding principles.
 - a. IN PROGRESS: Chair Sisolak and Comm. Silvers met throughout the year to establish a plan and educational material to present and adopt overlay districts.

Master Plan Review

The Planning Commission and City Commission adopted the Master Plan update on August 15, 2018 and September 17, 2018, respectively.

Below are the Master Plan goals

CC Strategic Plan Goal Topics	Guiding Master Plan Goals for Land Use
Goal I: Quality of Life	<ul style="list-style-type: none"> • Encourage appropriate home sizing & massing • Create lifelong neighborhoods of diverse housing for various income levels • Maintain and enhance the tree canopy • Encourage historic preservation
Goal II: Financial Stability	<ul style="list-style-type: none"> • Plan for a variety of land uses that creates a dynamic environment supportive of residences, community institutions, and businesses
Goal III: Economic Vitality	<ul style="list-style-type: none"> • Promote a welcoming environment for commercial business & industry • Encourage environmentally sensitive/context sensitive and sustainable development
Goal IV: Service Infrastructure	<ul style="list-style-type: none"> • Improve street mobility, connectivity & safety • Plan for vehicular needs, including parking

Reflection:

In order to accomplish the various goals outlined in the document, the Planning Commission needs to identify their top priority (topic) out of the Implementation Matrix of the Master Plan and the Master Plan Goals for Land Use. Once this is identified, the Planning Commission, with the help of Community Development staff and approval of the City Commission, can take steps to implement those goals. The next page includes some of the actions identified in the Master Plan Implementation Matrix that could be selected as accomplishable tasks during 2020.

Master Plan Implementation Matrix

Below is a portion of the Implementation Matrix from the Master Plan. Included are the items that have been designated as “Immediate” or “Short Term” priorities and the Planning Commission is one of the responsible parties.

Action	Priority Term	City Commission Goal Area				Responsibility	Funding
		I	II	III	IV		
Regulatory and Policy Change							
<i>Redevelopment Ready Communities</i>							
Ensure clear definitions and requirements are included in necessary sections of the ordinance	Short	X				PC, CDD	CDD
Review the Zoning Map annually, update if and as necessary	Cont.	X				PC	CDD
Review and clarify special land use approval processes	Short				X	PC, CDD	CDD
Ensure industrial districts allow for compatible new economy-type businesses	Short				X	PC	CDD
Allow for non-traditional housing types in appropriate areas	Short	X		X		PC	CDD
<i>Site Design</i>							
Adopt clear, concise, enforceable ordinance requirements for landscaping, signage, lighting, parking, and access management for Commercial/Business districts	Short	X		X		PC	CDD
Adopt standards that encourage shared parking access and locates parking behind buildings	Short				X	PC	CDD
Adopt ordinance requirements that accommodate pedestrian activity within and around development	Short				X	PC	CDD
Adopt flexible parking standards	Short				X	PC	CDD
<i>Residential</i>							
Monitor and encourage appropriate home sizing and massing	Immed.	X				PC, CDD	CDD
Research requirements that would promote housing options for lifetime neighborhoods (i.e. ancillary dwelling units)	Short	X		X		PC, CDD	CDD
<i>Environmental</i>							
Maintain and enhance the City's tree canopy	Immed.	X				PC, CDD, DMS	CDD, DMS
Adopt standards that require low-impact development, sustainability, and energy conservation practices.	Short	X				PC	CDD
<i>Transportation</i>							
Adopt Complete Streets policies	Short	X			X	PC, CC	CDD
Partnerships, Programs, and Promotion							
Become a Redevelopment Ready Community through MEDC	Short			X		CDD, PC, CC	CDD, CC
Identify priority redevelopment sites/transitional properties and determine desired future use and development	Cont.	X				PC, CDD	CDD
Develop a clear vision for development outcomes and criteria for priority sites	Short	X				PC, CDD	CDD

Zoning Ordinance Amendments

The Planning Commission approved two zoning ordinance text amendments during the 2019 calendar year. The first was the sign ordinance and the second is the parks and open space district.

Community Development staff expects 2020 to include continued discussion and research into zoning ordinance amendments. The ordinances listed below include some of the sections the Planning Commission may wish to examine and discuss further.

Ordinances that have received three or more variance requests:

1. Fences in front yards (Section 78-208)

Ordinance language that Community Development staff has fielded questions on:

1. Creation of non-conforming parcels (Section 78-351)
2. Parking requirements across the City (Section 78-270 through 78-275)
3. Projections into yards (Section 78-217)
4. Permitted and special land uses within each zoning district (Various sections)
5. FAR for zoning districts that allow single family as a special land use (Various sections)
6. Temporary uses
7. Mobile and temporary sales

Ordinances that the ZBA has asked the Planning Commission to review and potentially eliminate:

1. Use variance requests (Section 78-411 (1))

The Planning Commission, through their 2020 Goal Setting session, may choose to address some, all, or other ordinances during the 2020 calendar year. There may be some ordinances that can be “batched” together in order to expedite the ordinance amendment process. Additionally, staff is suggesting setting a priority and only discussing ordinances in order to meet that priority.

Development Reviews

Project Type	Location	Description	Meeting Outcome	Fwd. to	Date of
PUD – Final PUD Review	639 S. Mill & 166 E. Ann Arbor Trail	60,000 SF in 2 new mixed-use buildings: 2,796 SF of retail/office and 57 apartments	Approved with conditions	Yes	Feb. 13
Site Plan Review &	305 Fleet (306 S. Main)		Set public hearing for special land use	N/A	Apr. 10
Site Plan Review &	305 Fleet (306 S. Main)		Approved with conditions	N/A	May 8
Site Plan Review &	471 W. Ann Arbor Trail		Postponed	N/A	May 8
ARC Sign Review	110 W. Ann Arbor Rd.		Postponed	N/A	July 10
ARC Sign Review	110 W. Ann Arbor Rd.		Approved with conditions	N/A	Aug. 14
Site Plan Review & Special Land	471 W. Ann Arbor Trail		Approved with conditions	N/A	Aug. 14
PUD	587 W. Ann Arbor Trail, 686 Maple, & 674	Partial demolition, 10 attached townhomes	Preliminary PUD approved with conditions and set public hearing	N/A	Aug. 14
PUD	587 W. Ann Arbor Trail, 686 Maple, & 674	Partial demolition, 10 attached townhomes	Public Hearing	N/A	Sept. 11
Site Plan Review	1250 S. Main	Change of use – salon	Approved with conditions	N/A	Nov. 13
PUD	Wilcox Mill		No action taken	N/A	Dec. 11

Variance Requests

Variance Type	Location	Description	Meeting Outcome	Date of Action
Non-Use	990 Linden	Fence in front yard exceeding 30"	Approved with	Jan. 3
Non-Use	813 Forest	Side yard setback	Approved with	Jan. 3
Non-Use	1331 Hartsough	Front yard setback and floor area ratio	Tabled	Feb. 7
Non-Use	1331 Hartsough	Front yard setback and floor area ratio	Front yard – approved with conditions: FAR -	Mar. 7
Non-Use	920 Fairground	Fence in front yard exceeding 30"	Approved with	May 2
Non-Use	1142 N. Holbrook	Front yard setback with lot split	Determined condition was legal, non-	May 2
Non-Use	271 S. Main	Ground sign in front yard setback	Approved with	May 2
Non-Use	546 Roe	Deck in rear yard setback	Approved with	June 6
Non-Use	500 S. Harvey	Fence in front yard exceeding 30"	Approved with	Jul. 11
Non-Use	1341 Palmer	Rear yard setback	Denied	Aug. 1
Non-Use	1341 Palmer	Rear yard setback	Approved with	Sept. 9
Non-Use	288 W. Ann Arbor	Side yard setback	Denied	Oct. 3
Non-Use	294 W. Ann Arbor	Side yard setback	Denied	Oct. 3
Non-Use	303 Maple	Rear yard setback and front yard	Approved with	Dec. 5
Non-Use	250 N. Main	Wall sign	Tabled	Dec. 5
Non-Use	546 Roe	Lot split creating 2 non-conforming	Approved with	Dec. 5

Actions by City Commission

The following list includes all the planning and development related actions taken by the City Commission during 2019.

Description	Date of
Approval of \$1M loan and \$1M grant from MDEQ for 100 S. Mill (Pulte Homes project)	Feb. 18
Floor Area Ratio (FAR) Report presented	Mar. 4
Rezoning 100 S. Mill to PUD (first reading)	Mar.
Rezoning 639 S. Mill and 166 E. Ann Arbor Trail to PUD (first reading)	Mar.
Rezoning approved for 100 S. Mill to PUD (second reading)	Apr. 1
Rezoning approved for 639 S. Mill and 166 E. Ann Arbor Trail to PUD (second reading)	Apr. 1
Letter of Intent approved for City-owned Saxton's property	Apr. 1
PUD Agreement approved for 100 S. Mill	Apr.
PUD Agreement approved for 639 S. Mill and 166 E. Ann Arbor Trail	Apr.
Public Hearing and approval of 100 S. Mill (Pulte Homes) Brownfield Plan	May 6
Approval of \$1M grant from MDEQ for 100 S. Mill (Pulte Homes project) (revision to	May 6
Approval of Community Development Department fee schedule update	May
Approval of contract for Building Official and Inspection services	May
Approval of authorization to execute brownfield redevelopment/EGLE grant agreement	June
Approval of MOU for 100 S. Mill (Pulte Homes) brownfield reimbursement	June
Approval of payment in lieu of parking for 305 Fleet	July 1
Approved Saxton's agreement extension	Aug. 5
Approved long-term stormwater maintenance agreement with 110 W. Ann Arbor Rd	Aug.

Zoning Map

100 S. Mill was rezoned from I-2, Heavy Industry to PUD, Planned Unit Development. 639 S. Mill and 166 E. Ann Arbor Trail was rezoned from B-3, General Business to PUD, Planned Unit Development.

Trainings

On June 12 the Planning Commission received training from the City's Attorney, Bob Marzano that covered the following topics: ethics, liability and indemnity, press and media relations, Freedom of Information Act (FOIA) and Open Meetings Act (OMA), and boundaries.

On October 23 the Planning Commission received a training from Doug Lewan of Carlisle-Wortman Associates that covered the following topics: site plan review 101, special process requirements, zoning standards, conditional rezonings, and long-term record keeping.

Potential training(s) in 2020 include additional Carlisle-Wortman Associates session(s) and Michigan Municipal League (MML) and Michigan Association of Planning (MAP) conferences and sessions.

Joint Meetings

There were no joint meetings during the 2019 calendar year.

10. CLOSED SESSION

a. Closed Session – Union Contract Strategy Session

RES. #2020-16

WHEREAS The City of Plymouth City Commission is allowed under the Michigan Open Meetings Act to go into closed session to discuss strategy for labor discussions.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize going into closed session for the sole purpose of discussing strategy for labor contract negotiations.

A motion was made by Commissioner Moroz and seconded by Commissioner Krol for approval of the above resolution. Mayor Wolcott asked for a roll call vote:

Roll Call Vote:	Commissioner Sebastian	Yes	Commissioner Krol	Yes
	Commissioner Deal	Yes	Mayor Pro Tem Moroz	Yes
	Commissioner O'Donnell	Yes	Commissioner Thomey	Yes
	Mayor Wolcott	Yes		

MOTION PASSED 7-0

The Commission moved into a closed session at 7:38 p.m.

OPEN SESSION

The Commission returned to the open session at 8:13 p.m.

11. ADJOURNMENT

Hearing no further discussion, Mayor Wolcott asked for a motion to adjourn. A motion to adjourn was made by Commissioner Thomey and seconded by Mayor Pro Tem Moroz for adjournment of the meeting at 8:14 p.m.

MOTION PASSED 7-0

OLIVER WOLCOTT
MAYOR

MAUREEN A. BRODIE, CMC, CMMC
CITY CLERK



Special Event Application **ITEM 4.c**

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

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

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

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

Sponsoring Organization's Legal Name Plymouth Downtown Development Authority

Ph# 734/455-1453 Fax# 734/459-5792 Email dda@plymouthmi.gov Website downtownplymouth.org

Address 831 Penniman City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Tony Bruscato **Title** Director

Ph# 734/455-1453 Fax# 734/459-5792 Email tbruscato@plymouthmi.gov Cell# 734/751-1367

Address 831 Penniman City Plymouth State MI Zip 48170

Event Name Music in the Air

Event Purpose To entertain and bring visitors to Downtown Plymouth

Event Date(s) May 29; June 5, 12, 19,26; July 3, 17, 24, 31; Aug 7, 14, 21, 28; Sept 4

Event Times _____

Event Location Kellogg Park

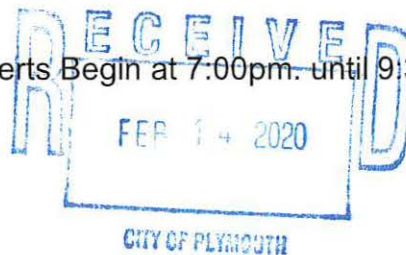
What Kind Of Activities? Bands playing on the bandshell stage

What is the Highest Number of People You Expect in Attendance at Any One Time? 5,000

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.)

Set-up begins at 3:00pm. Concerts Begin at 7:00pm. until 9:30 p.m.



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):

Friday nights

Next year's specific dates:

May 22 through August 28 2021

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)

DMS, Police, Fire

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

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

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

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

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

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

YES NO

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

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

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

02/14/2020

Date



Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

EVENT REVIEW FORM

EVENT NAME: _____ TOTAL ESTIMATED FEE: _____

(Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

MUNICIPAL SERVICES:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial CP
1-2 FTE PER CONCERT APPROX BARS \$500-1000 TRUCK 100-200				
\$250 Bathroom Cleaning Fee Per Day of Event? <input checked="" type="radio"/> YES <input type="radio"/> NO				
Labor Costs: \$	\$ 500 ⁰⁰ - 1000 ⁰⁰	Equipment Costs: \$	\$ 100 ⁰⁰ - 200 ⁰⁰	Materials Costs \$
POLICE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial OC
3 - NAIAS PERSONNEL @ 56 HRS - \$3696 2 - PATROL OFFICERS @ 4 HRS \$608				
Labor Costs \$		Equipment Costs \$	4304 -	Materials Costs \$
FIRE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial JL
4 Firefighters Per Event				
Labor Costs \$	\$ 3500.00	Equipment Costs \$		Materials Costs \$
HVA:	<input type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial
DDA:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial TB
Labor Costs \$	 	Equipment Costs \$		Materials Costs \$
RISK MANAGEMENT:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial WB
<input checked="" type="radio"/> Class I - Low Hazard				
<input type="radio"/> Class II - Moderate Hazard				
<input type="radio"/> Class III - High Hazard				
<input type="radio"/> Class IV - Severe Hazard				
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				



Special Event Application

ITEM 4.d

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

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

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

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

Sponsoring Organization's Legal Name Plymouth Downtown Development Authority

Ph# 734/455-1453 Fax# 734/459-5792 Email dda@plymouthmi.gov Website downtownplymouth.org

Address 831 Penniman City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Tony Bruscato Title Director

Ph# 734/455-1453 Fax# 734/459-5792 Email tbruscato@plymouthmi.gov Cell# 734/751-1367

Address 831 Penniman City Plymouth State MI Zip 48170

Event Name An American Salute

Event Purpose Celebrate the Fourth of July/Bring visitors to Downtown Plymouth

Event Date(s) June 27, 2020

Event Times 3:00 p.m. to 10:00 p.m.

Event Location Kellogg Park

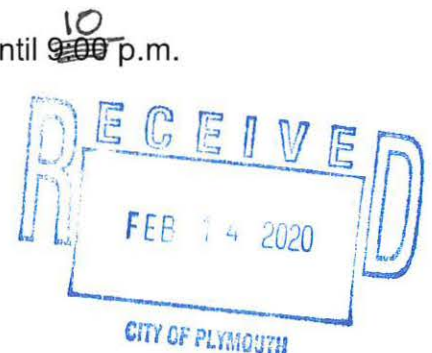
What Kind Of Activities? Michigan Philharmonic playing on the bandshell stage

What is the Highest Number of People You Expect in Attendance at Any One Time? 4,000

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.)

Set-up begins at 3:00pm. Concerts Begin at 7:00pm. until ¹⁰~~9:00~~ p.m.



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): Friday nights
Next year's specific dates: May 22 through August 28 2021

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)

DMS, Police, Fire

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

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

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

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

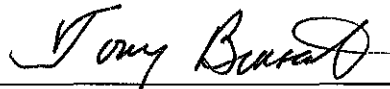
9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)?
YES NO
If Yes, list the lots or locations where/why this is requested:

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

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

02/14/2020

Date



Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

EVENT REVIEW FORM

EVENT NAME: _____ TOTAL ESTIMATED FEE: _____

(Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

MUNICIPAL SERVICES:	Approved	Denied	(list reason for denial)	Initial
				CP
			1 FTE CONCERT SET UP / STAFF	
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO				
Labor Costs: \$	500	Equipment Costs: \$	100	Materials Costs \$ 100
POLICE:	Approved	Denied	(list reason for denial)	Initial
				JCC
			3 - NAIAS MEMBERS	
Labor Costs \$		Equipment Costs \$	264-	Materials Costs \$
FIRE:	Approved	Denied	(list reason for denial)	Initial
				JC
			No Services Required	
Labor Costs \$		Equipment Costs \$		Materials Costs \$
HVA:	Approved	Denied	(list reason for denial)	Initial
DDA:	Approved	Denied	(list reason for denial)	Initial
				TB
Labor Costs \$	0	Equipment Costs \$		Materials Costs \$
RISK MANAGEMENT:	Approved	Denied	(list reason for denial)	Initial
				MB
Class I - Low Hazard				
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 _____				

City of Plymouth
SPECIAL EVENT APPLICATION

>> FEES WILL BE CHARGED FOR ALL SPECIAL EVENTS <<

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.

Sun & Snow

Sponsoring Organization's Legal Name _____

Ph# 734-927-0007 Fax# 734-663-9539 Email events@sunandsnow.com Website sunandsnow.com

Address 388 S. Main Street City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Robert Parent Title Co-Owner

Ph# 734-927-0007 Fax# _____ Email rob@sunandsnow.com Cell# 734-845-6092

Address 45828 Primrose Ct City Plymouth State MI Zip 48170

Event Name Wednesday Night Workouts

Event Purpose To promote healthy activity and lifestyles in our community

Event Date(s) Every Wednesday evening from Memorial Day through Labor Day

Event Times 6:30pm-8:00pm

Event Location Kellogg Park

What Kind Of Activities? Free fitness and exercise classes

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

Coordinating With Another Event? YES NO If Yes, Event Name: _____

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)

Wednesday Night Workouts are free workout sessions provided to the community in an effort to promote fitness activity and healthy lifestyles. These classes are organized and operated by Sun & Snow, in partnership with the City of Plymouth Recreation Department. Classes are led by top instructors from downtown Plymouth studios.

FEB 25 2020

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): Each Wednesday evening between Memorial Day and Labor Day

Next year's specific dates: 2021 will remain the same as 2020 season (every Wednesday)

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?** We need one 120v/20a circuit YES NO

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

No city services required

Only need "No parking after 1:30pm" signs put up in spots along Main/Kellogg Park (Same as this past season)

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:

Need the spots along Western edge of Kellogg Park (on Main Street) for set up & teardown. Setup starts at 2:00pm

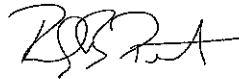
10. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that

- 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.

2/25/2020

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 Sun & Snow (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 Wednesday Night Workouts (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 2/15/17 1/21/2019

Witness 

Date 2/15/17 1/21/2019

EVENT REVIEW FORM

EVENT NAME: _____ TOTAL ESTIMATED FEE: _____

(Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

MUNICIPAL SERVICES:	<u>Approved</u>	Denied	(list reason for denial)	Initial <i>CP</i>
<i>RESERVED PARKING SPOTS FOR ORGANIZER SET UP</i>				
\$250 Bathroom Cleaning Fee Per Day of Event? <u>YES</u> NO				
Labor Costs: \$	<i>30</i>	Equipment Costs: \$	<i>10</i>	Materials Costs \$
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial <i>DL</i>
<i>No Services Needed</i>				
<i>* No PARKING ON THE SIDEWALK OR GRASS</i>				
Labor Costs \$		Equipment Costs \$	<i>0</i>	Materials Costs \$
FIRE:	<u>Approved</u>	Denied	(list reason for denial)	Initial <i>JL</i>
<i>No Services Required</i>				
Labor Costs \$		Equipment Costs \$		Materials Costs \$
HVA:	Approved	Denied	(list reason for denial)	Initial
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial <i>TB</i>
Labor Costs \$	<i>0</i>	Equipment Costs \$		Materials Costs \$
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial <i>MB</i>
Class I – Low Hazard				
Class II – Moderate Hazard <i>Need certificate of insurance naming City of Plymouth as Additional Insured</i>				
Class III – High Hazard				
Class IV – Severe Hazard				
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				



Administrative Recommendation

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. Sincoc, City Manager
CC: S:\Manager\Sincoc Files\Memorandum - Sign Ordinance Revisions Final Reading 03-02-20.docx
Date: February 27, 2020
RE: Sign Ordinance Revisions -- Final Reading

Background

The City Commission has previously indicated that they want to make revisions to the City's Sign Ordinance to address a number of issues that have been brought before the Commission and to insure that we are in compliance with the United States Supreme Court decision in the Reed vs. Gilbert, AZ decision. The City Commission sent this issue to the Planning Commission for an intensive review. In addition, the City Commission felt that this was a priority project and they authorized special project funding for the City Planner to assist the Planning Commission in their review. The special project funding was authorized by the City Commission in September of 2018 and was in the amount of nearly \$5,000.

The City Commission will recall the Supreme Court decision eliminated any control local government may have had related to sign content. The Supreme Court ruling has allowed local units of government to be able to regulate the types of signs (*i.e. Electric Display*), the physical characteristics (*how big*) and to some extent the placement of signs. The City has had a policy since October of 2006 not to attempt to regulate the content of a sign (*political, kids sports teams or otherwise*). This policy was put into place after extensive legal research as a result of a political sign issue for the 2006 election, as well as large special event signs that were previously allowed in the community.

We should note that the Planning Commission held a Public Hearing on these revisions on December 11, 2019. The City Commission held the first Reading of the Ordinance on February 3, 2020. Since that time, it has again been reviewed by the City Attorney's Office. We have attached an informational memorandum from Community Development Director John Buzuvis providing some information on changes to the Ordinance.

The revised Ordinance will not be a "cure all" to issues related to signs. For example, if we cannot read the content of a sign, how do we know if it is a "new" temporary sign or the "old" temporary sign that has been up longer than allowed by our Ordinance. You should also be aware that any signs that are currently up are "grandfathered" under the Ordinance, this would include the electronic sign at PARC or someone who has temporary signs in their yard as examples.

RECOMMENDATION:

The Planning Commission has spent an extensive amount of time to keep this project moving forward as this is a priority project of the City Commission.

The Planning Commission has held the required Public Hearing on the new Ordinance, the DDA Board has been updated on the various drafts of the Ordinance and provided the opportunity to comment either to staff or to the Planning Commission directly.

The new Ordinance has been reviewed by the City Attorney's Office. The City Planning Commission has recommended this Ordinance to the City Commission for approval. This will be the Second and Final Reading of the Ordinance.

Should you have any questions in advance of the meeting please feel free to contact either John Buzuvis or myself.

ADMINISTRATIVE RECOMMENDATION

To: Paul Sincock, City Manager
From: John Buzuvis, Community Development Director 
CC: S:\DDA\Shared Files\John\Community Development\Ordinances
Date: 2/27/2020
Re: Sign Ordinance Second Reading

BACKGROUND: As you are aware the City Commission directed the staff and Planning Commission to review and revise the City's Sign Ordinance as part of the Redevelopment Ready Communities (RRC) certification process to bring it into compliance with the 2015 United States Supreme Court decision in Reed vs. Gilbert, AZ. Essentially this decision expressly prohibits "content based" enforcement of sign ordinances.

The City Commission completed a first reading of the draft amendments to the sign ordinance at their February 3, 2020 regular meeting. At that time the City Commission accepted the first reading and directed staff to review the document with the City Attorney again to discuss comments and questions brought up as part of the first reading. Specifically, a question was asked by a Commissioner related to defining or clarifying what a zoning lot is and if that is the correct term to use to describe property under common ownership. Additionally, a question was asked related to allowing additional expression of speech prior to a scheduled election and if this section may indicate some sort of "content based" regulation.

The administration has reviewed the draft ordinance amendments again with the City Attorney. Generally, there were very few additional changes made to the draft language; however, some minor modifications based on commissioner feedback and discussions had with the attorney were made to include the following:

- The term zoning lot was changed throughout the document to Lot of Record as this more accurately describes property under common ownership which is consistent with the intent of the ordinance
- The phrase "Flags and insignia of any government" was changed, after discussion with the attorney, to only reference Flags as there is a definition of this in the ordinance that is based on ratio of length/width and does not specifically refer to content.
- The attorney and administration discussed the matter of allowing more temporary signage area (signs) in advance of a scheduled election (Section 78-226- (4) Display Time (iv.) on page 16- it was concluded that because the verbiage does not limit the content of the increased signage (doesn't specifically have to be political in nature) that this clause was acceptable to remain with one exception that follows:

- the term “city-designated” before election be removed as this may be construed to limit free speech
- Section 78-227 Sign Permits (8) page 17 previously read “Community special event signs including municipal streetscape banners approved by the municipality”
 - Now reads “Signs related to a special event approved by the City of Plymouth City Commission”

Streetscape Banners are exempt to sign permit requirements as they fall into the municipal signage category

Signage requirements impact most, if not all, businesses, residents, and developments in the community in one way or another. Sign ordinances are complex documents by nature because they impact every zoning district in the community and interface directly with the constitutionally guaranteed right of Freedom of Speech. No ordinance is perfect, and every contingency cannot be thought of or “regulated.” As with other ordinances and policies the administration will recommend amendments/clarifications as necessary. RRC best practice is to review ordinances annually. The administration has begun this process on a rotating basis as it’s not possible to review all ordinances annually.

The objectives of the proposed language are paraphrased below:

- Minimize any potential harmful effects on the public health, safety and welfare...
- Protect the constitutionally guaranteed right of free speech
- Recognize the legitimate role of adequate signage and the needs of businesses, industry and other activities for identification, informational objectives and economic development
- Preserve the aesthetic quality of roadways and zoning districts

The enclosed draft language will amend Sec. 78-21. Definitions, Sec. 78-220 through Sec. 78-239. Signs, as well as Sec. 78-181 Mixed Use District, Sec. 78-212 Home Occupations and Sec. 78-284 Bed and Breakfast accordingly. It is important to note that the proposed language does not impact the sign regulations contained in the Ann Arbor Road Corridor (Sec. 78-169) as amendments to that section of the ordinances require review and approval by both the City of Plymouth and Plymouth Twp. concurrently. However, the proposed language attempts to share as much common language as possible between the sections of the ordinance.

The City Attorney has reviewed the enclosed language multiple times and is comfortable with the document as proposed

RECOMMENDATION:

The administration recommends that the City Commission complete a Second Reading and approve the enclosed proposed revisions to Sections 78-21. Definitions, 78-220-78-293. Signs, 78-181. Mixed Use District, 78-212. Home Occupations, and 78-284 Bed and Breakfast as presented. The administration further recommends that the City Commission direct the City Clerk to publish the amended language as approved by the City Commission as required by law.

Please find the enclosed amended ordinance language as well as a sample resolution for consideration by the City Commission.

Please feel free to contact me should you have any questions in advance of the meeting.

PROPOSED/AMENDED ORDINANCE

Draft: January 24, 2019
Revs.: Feb – Nov., 2019
Rev.: December 4, 2019
Rev.: February 26, 2020

Sign Ordinance Rewrite *City of Plymouth*

Section 78-21. Definitions

[Add the following text from ARTICLE XIX SIGNS to this section.]

Sign means any display or object which is primarily used to identify or display information about or direct or attract attention to a person, institution, organization, business, product, event, location or otherwise, or any religious, political, social, ideological or other message, by any means which is visible from any public street, sidewalk, alley, park, or public property and is otherwise located or set upon or in a building, structure or piece of land. The definition does not include goods displayed in a window.

For purposes of this ordinance, sign shall also include the following terms:

Sign, abandoned means a sign which, for ninety (90) consecutive days, fails to direct a person to or advertises a bona fide business, tenant, owner, product or activity conducted, or product available on the premises where such sign is displayed.

Sign area per business site means the allowable signage allocated to a building with one or more tenants who each have a separate means of ingress and egress. Multi-tenant buildings with a shared means of ingress and egress shall be considered one business site.

Sign, awning means a sign which is applied to or attached flat against the surface of an awning or canopy.

Sign, banner means a sign of lightweight fabric or similar material, but not including paper or cardboard, which can be easily folded or rolled.

Sign, bench means an advertising sign placed upon a bench or other seating structure.

Sign, changeable copy (Electronic) means a sign or portion thereof that displays changeable, electronic alphanumeric characters, graphics, or symbols using light emitting displays, fiber optics, light bulbs or other illumination devices within the display area, and are generally manipulated by computer programmable, microprocessor controlled devices. Electronic changeable copy signs include projected images or messages with these characteristics onto buildings or objects. A sign on which the only copy that changes is an electronic indication of time or temperature shall be considered a "time and temperature" portion of a sign and not an electronic changeable copy sign for purposes of this ordinance.

Sign, changeable copy (Manual) means a sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged by hand without altering the structural integrity of the sign.

Sign, channel letter means Individual channel letters that are mounted on a building so that the face of the letter is parallel to the building wall.

Sign, directional means a sign which indicates the route or location of facilities, services, or activities which are of public interest, and signs denoting the direction of vehicular traffic.

Sign, directory means a sign that displays the tenant names and locations for a building containing multiple tenants.

Sign, feather flag means a portable sign of fabric or similar lightweight material that contains a harpoon-style pole or staff driven into the ground for support, supported by means of an individual stand, or attached to a building.

Sign, festoon means banners, pennants, or other such temporary features which are hung or strung overhead and which are not an integral, physical part of the building or structure they are intended to serve.

Sign, flag means any fabric or similar lightweight material attached at no more than two corners of the material so as to allow movement of the material by atmospheric changes and which contains distinctive colors, patterns, symbols, emblems, insignia, or other symbolic devices or text. If any dimension of a flag is more than three times as long as any other dimension, it shall be regulated as a banner.

Sign, flashing, animated or moving means a sign that has intermittently reflecting lights, or signs which have movement of any illumination such as intermittent, flashing, scintillating, or varying intensity, or a sign that has any visible portions in motion, either constantly or at intervals, whether caused by artificial or natural sources. This would include, but not be limited to, electronic or digital displays.

Sign, ground means a sign which is attached to or part of one or two posts permanently mounted in or on the ground or mounted on a solid base that is on the ground and is not attached to any building or structure.

Sign, hanging means a sign mounted on the first floor of a building perpendicular to the building façade wall, hung from a metal bracket in a manner that permits it to swing slightly. These signs are small, pedestrian scaled, and easily read from both sides.

Sign, inflatable means a sign, figure or object that is either expanded to its full dimensions or supported by gases or liquids contained within the sign, figure or object, or part, at a pressure greater than atmospheric pressure.

Sign, marquee means a sign attached to or part of a permanent roof-like structure projecting above the entrance to a place of assembly, attached to and supported by the building and projecting beyond the wall of the building. These signs are typically manual changeable copy signs.

Sign, menu board or order board means a sign which serves patrons using a drive-through facility.

Sign, neon means an internally illuminated sign consisting of glass tubing, filled with neon or another gas, which glows when electric current is sent through it, including faux or simulated neon.

Sign, nonconforming means any sign which was lawfully erected and maintained prior to the effective date of this ordinance and any amendments thereto, and which fails to conform to all applicable regulations and restrictions of this chapter. Signs for which the zoning board of appeals has granted a variance are exempt and shall not be defined as nonconforming.

Sign, off-premises means a sign other than an on-premises sign.

Sign, on-premises means a sign which advertises only goods, services, facilities, events, or attractions on the contiguous land in the same ownership or control which is not divided by a public street and is located on said land.

Sign, permanent means any sign that is constructed or intended for long-term use and is permanently affixed to its location.

Sign, pole means a sign mounted on a freestanding pole(s) or other support(s) with a clear space of eight (8) feet or more between the bottom of the sign face and the grade below.

Sign, projecting means a sign other than a wall sign that is perpendicularly attached to and projects from a structure or building wall not specifically designed to support the sign.

Sign, sidewalk means a sign that is freestanding, double-sided sign with lettering painted or applied to the surface, placed at the entrance to a building in a primarily pedestrian environment. This type of sign may include but isn't limited to "A"-frame signs.

Sign, roof means a sign which is erected, constructed, and maintained wholly upon or over the roof of any building, with its principal support on the roof structure. For purposes of this section, any architectural element which is used on the wall of a structure to give the appearance of a roof line similar to a mansard, gambrel or other roof type, shall be considered a roof. A vertical plane or fascia which is attached to and located below the angled plane of a slope roof and which is less than six (6) inches in height shall be considered part of a roof.

Sign, temporary means a display sign, banner or other advertising device constructed of cloth, canvas, fabric, plastic or other light temporary material, with or without a structural frame, or any other sign intended for a limited period of display that is not permanently anchored to the ground or building.

Sign, vehicle business means a sign applied or attached to a vehicle which is parked or placed upon premises primarily for purposes of advertising the business or product for sale on the premises. Commercially licensed vehicles which are generally used daily off-site are not included in this definition.

Sign, wall means a sign which is applied or attached directly to the building wall.

Sign, window means a sign that is applied, painted, posted, displayed, or etched onto a glazed surface, regardless of opacity or perforation, so that its primary purpose is to be observed from outside the building.

[Modify ARTICLE XIX SIGNS as follows. NOTE THAT THIS SECTION HAS BEEN COMPLETELY RE-WRITTEN; HOWEVER, MOST OF THE NUMBER AND DIMENSIONAL REQUIREMENTS REMAIN THE SAME]

Sec. 78-220. - Intent.

The intent of this article is to regulate the location, size, materials, construction, manner of display, maintenance, and removal of signs, except those expressly exempted from regulation by this ordinance. This ordinance has the following objectives:

- (a) Minimize any potential harmful effects on the public health, safety and welfare by ensuring that signs are structurally sound and adequately maintained, minimizing the potential for unsafe traffic conditions due to signage that unreasonably distracts drivers or emulates official traffic signs, keeping signage out of pedestrian and vehicle travel ways, and minimizing glare or vision impairment from sign lighting.
- (b) Protect the constitutionally guaranteed right of free speech.
- (c) Recognize the legitimate needs of business, industry and other activities, through appropriate guidelines, in attaining their identification and informational objectives and promote economic development in the city.
- (d) Preserve the aesthetic quality of roadways and zoning districts by:
 - (1) Preventing visual clutter and blight.
 - (2) Protecting views.
 - (3) Preventing proliferation of signs.
 - (4) Avoiding glare, light trespass, and skyglow through the appropriate selection of light fixtures, light location and direction.

- (e) Preserve the character of unique districts by establishing time, place, and manner regulations that reflect the unique qualities of the area, including, but not limited to, historical, aesthetic, natural, and cultural characteristics.

Sec. 78-221. - Signs exempt.

The following signs are exempt from the requirements in this article:

- (a) Flags
- (b) Legal notices, identification information, or directional signs erected or permitted by governmental bodies or agencies;
- (c) Building or unit addresses;
- (d) Religious symbols or paintings which do not display lettering and do not advertise a business, product or service;
- (e) Decorative holiday displays.

Sec. 78-222. - Signs permitted.

The following signs are permitted, subject to compliance with the requirements in this article:

- (a) Awning sign;
- (b) Banner sign;
- (c) Manual changeable copy sign;
- (d) Channel letter sign;
- (e) Directional sign;
- (f) Directory sign;
- (g) Flag sign;
- (h) Ground sign;
- (i) Hanging sign;
- (j) Marquee sign;
- (k) Menu board or order board sign;
- (l) Monument sign;
- (m) Neon sign;
- (n) On-premises sign;
- (o) Projecting sign
- (p) Sidewalk sign;
- (q) Temporary sign;
- (r) Wall sign;
- (s) Window sign.

Sec. 78-223. - Signs not permitted.

Any type of sign not expressly permitted in section 78-222 is not allowed in any district. Examples of signs that are not permitted include, but are not limited to, the following.

- (a) Abandoned sign;
- (b) Bench sign;
- (c) Feather flag sign;
- (d) Festoon sign;
- (e) Flashing, animated or moving signs, except signs which display of the current time or temperature
- (f) Electronic or digital changeable copy signs, except signs which display the current time or temperature;
- (g) Inflatable sign;

- (h) Non-conforming sign;
- (i) Off-premise sign;
- (j) Pole sign;
- (k) Roof sign;
- (l) Vehicle business sign;
- (m) Any device erected or maintained which simulates or imitates in size, color, lettering, or design any traffic sign or signal or other word, phrase, symbol, or character in such a manner as to interfere with, mislead or confuse vehicular traffic;
- (n) Any sign which obstructs free ingress to or egress from a required door, window, fire escape or other required exit;
- (o) Any sign that, as determined by the Building Official or his or her designee, is deemed unsafe, constitutes a hazard, is structurally unsound or not in good repair;
- (p) Any sign unlawfully installed, erected or maintained.

Sec. 78-224. - General conditions.

The following conditions shall apply to all signs erected or located in any use district that are visible from a public right-of-way, private road, public park or residentially zoned property. Where signs are located in the Ann Arbor Road Corridor (ARC) District (Sec. 78-169), if any regulations covered by this section and Sec. 78-169 conflict, Sec. 78-169 shall control and prevail.

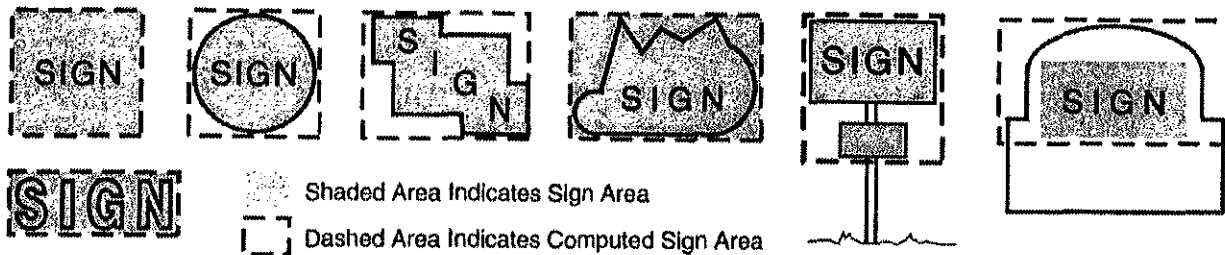
- (a) Location:
 - (1) Only signs established or permitted by city, county, state or federal government may be located in or project into the public road right-of-way or public property, unless specifically provided otherwise herein.
 - (2) Signs shall be placed so as not to obstruct the clear vision or movement of pedestrians, cyclists, or motorists.
 - (3) All signs shall be on-premises signs.
- (b) Illumination:
 - (1) No sign shall be illuminated by other than electrical means.
 - (2) All signs whether internally or externally illuminated shall not interfere with the vision of pedestrians, cyclists, or motorists.
 - (3) The light from illuminated signs shall not directly shine into adjacent or abutting properties.
 - (4) Illuminated signs adjacent to residentially zoned property shall be designed and maintained such that illumination levels do not exceed 0.1 foot-candles along the adjacent property line.
 - (5) No sign shall have blinking, flashing, or fluttering lights or other illuminating devices which have a changing light intensity, brightness or color.
 - (6) When signs are externally illuminated, the light source shall be shielded and not visible from a public street or adjacent property.
 - (7) The illumination provisions above shall not apply to sign lighting systems owned or controlled by any public agency for the purpose of directing traffic.

- (8) Neon lighting or similar lighting technologies is prohibited outside of the sign.
- (9) Signs affixed or applied to awnings and canopies shall not be back-lit.

(c) Measurement:

(1) Sign area. Sign area shall be computed as follows:

- a. The sign area is measured by enclosing the entire area within a rectangle or square of the extreme limits of writing, representation, emblem, or any figure of similar character, together with any frame, tower, or other material or color or internally illuminated area forming an integral part of the display or used to differentiate such sign. Such signs shall be deemed to be a single sign whenever the proximity, design, content or continuity reasonably suggests a single unit, notwithstanding any physical separation between parts. The graphics below illustrate the measurement of area of various shaped signs:



- b. Wall sign. Where a sign consists of a generally flat surface or sign face on which lettering and other information is affixed, the sign area shall be computed by measuring the entire face of the sign including any framing or borders. Awning signs, channel letter signs, hanging signs, marquee signs, and projecting signs shall be included in the calculation of a wall sign.
 - c. Individual letters. Where a sign consists of individual letters and/or logo affixed directly to a building without a supporting structure, the area of the sign shall be computed by measuring the area of the envelope required to enclose the lettering and logo.
 - d. Ground sign. The area of a ground sign shall include the entire area of the sign upon which copy, lettering, drawings or photographs could be placed, excluding the base of the sign. Any sign with a solid base that is greater than 30 inches tall as measured from the average grade shall be calculated as part of the sign area.
 - e. Two or more faces. Where a sign has two or more faces, the area of all faces shall be included in determining the area of the sign, except that where two such faces are placed back to back and are at no point more than two feet from one another, the area of the sign shall be taken as the area of one face, if the two faces are of equal area, or as the area of the larger face, if the two faces are of unequal area.
 - f. Cylindrical sign. The area of a cylindrical freestanding sign shall be computed by multiplying the circumference of the cylinder by its height.
- (2) Sign Height. The height of a sign shall be computed as the distance from the base of the sign at average grade directly adjacent to sign base to the highest point of the sign structure, including any supportive or decorative appendages of the sign. Average grade shall be construed to be the lower of:

- a. Existing average grade prior to construction; or
- b. The newly established average grade after construction, exclusive of any filling, berming, mounding, or excavating solely for the purposes of locating the sign.

In cases where the average grade cannot reasonably be determined, sign height shall be computed on the assumption that the elevation of the average grade at the base of the sign is equal to the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the lot of record, whichever is lower.

(3) Sign setback.

- a. Signs that are setback from property lines or public rights-of-way will be measured from the portion of the sign structure nearest to the specified line. For purposes of these measurements, the property lines and public right-of-way lines extend vertically and perpendicularly from the ground to infinity.
- b. The distance between two signs shall be measured along a straight horizontal line that represents the shortest distance between the two signs.
- c. The distance between a sign and a parking lot or building shall be measured along a straight horizontal line that represents the shortest distance between the outer edge of the parking lot or building.

- (d) Addresses. For purposes of identification by emergency personnel (fire, police, EMS) all businesses, offices, industrial buildings, apartment complexes, or residences either multiple- or single-family, shall prominently display on the front side (facing the street) of their building or upon freestanding signs or entranceways to all buildings, their street address. Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of four inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). If the residence or business cannot be seen from the street, an additional street address sign shall be displayed in an area where it can be seen from the street. In all residences with more than one unit, such as apartments, each individual unit shall be clearly marked.

- (f) Nothing in this ordinance shall be construed to prohibit non-commercial messages on signs that are otherwise allowed herein.

Sec. 78-225 - Permanent signs.

The following regulations shall apply to all permanent signs, except where such signs are located in the Ann Arbor Road Corridor (ARC) District. In such cases, if any regulations covered by this section and Sec. 78-169 conflict, Sec. 78-169 shall control and prevail.

- (a) Construction Standards.
 - (1) All permanent signs shall be designed, constructed and installed in a stable and safe manner in accordance with the City's adopted Building and Electrical Codes.
 - (2) All electrical wiring associated with a freestanding sign shall be installed underground.

(3) All signs attached to a structure shall be designed so that the supporting framework is contained within or behind the face of the sign or within the building to which the sign is attached so as to be totally screened from view.

(b) Awning Sign.

(1) Signs affixed or applied to awnings or canopies are permitted in RM-1, RM-2, O-1, O-2, B-1, B-2, B-3, I-1, I-2 and for multi-family residential and non-residential uses in the MU District.

(2) Signs affixed to awnings or canopies shall be considered wall signs and subject to the regulations of wall signs and shall be included in the total amount of sign area permitted for the subject building.

(c) Changeable Copy Sign (Manual).

(1) Manual changeable copy signs are permitted in RM-1, RM-2, O-1, O-2, B-1, B-2, B-3, I-1, I-2 and for multi-family residential and non-residential uses in the MU District.

(2) Manual changeable copy signs affixed to a building wall shall be considered wall signs and subject to the regulations of wall signs.

(3) Manual changeable copy signs attached to or part of a completely self-supporting structure placed on or below the ground surface and not attached to any building or any other structure, shall be considered a freestanding sign and subject to the regulations of freestanding signs.

(d) Channel Letter Sign.

(1) Channel letter signs are permitted in RM-1, RM-2, O-1, O-2, B-1, B-2, B-3, I-1, I-2 and for multi-family residential and non-residential uses in the MU District.

(2) Channel letter signs shall be considered wall signs and subject to the regulations of wall signs.

(e) Directional Sign.

(1) Directional signs are permitted in all zoning districts.

(2) Directional signs shall not exceed two (2) square feet per side, shall have a maximum of two sides, shall contain no advertising except the business name or logo, and may be illuminated in compliance with Sec. 78-224.

(3) Directional ground signs shall not exceed a height of six (6) feet and one may be located at each driveway entrance.

(f) Directory Sign.

(1) Directory signs are permitted in RM-1, RM-2, O-1, O-2, B-1, B-2, B-3, I-1, I-2 and for multi-family residential and non-residential uses in the MU District.

(2) Directory signs shall be oriented to pedestrian traffic. Directory signs shall not exceed four (4) square feet and shall contain no advertising except the business or tenant names or logos.

(g) Ground Sign.

- (1) Location.
 - a. Ground signs are permitted in all zoning districts.
 - b. The ground sign shall be set back a minimum of five (5) feet from the road right-of-way, and no closer than five (5) feet from the edge of the principal entrance driveway and all property lines.
- (2) Number of sides. Ground signs shall have a maximum of two (2) sides.
- (3) Number of signs.

Table 78-225-A. Ground Signs - Allowable Number

Uses	Number of Ground Signs Permitted	If lot of record meets the following standard:
In O-1, O-2, B-1, B-2, B-3, I-1, I-2, Non-Residential Permitted Uses in MU		
For all permitted and special land uses except multi-tenant business sites	One (1) per lot of record	One (1) additional sign may be permitted if lot of record exceeds 400 linear feet or at a secondary entrance if secondary entrance is not located on the same street as the primary entrance.
For multi-tenant business sites	One (1) per multi-tenant business site	If the lot fronts on two or more collector or arterial streets, one (1) such sign may be permitted for each frontage.
In R-1, RT-1, RM-1, RM-2, Residential Uses in MU		
For dwellings and home occupations	Not Permitted	
For subdivision, site condominium, multi-family development	One (1) at primary entrance	One additional ground sign may be permitted at a secondary entrance if it is not located on the same street as the primary entrance.
In R-1, RT-2, RM-1, RM-2, Non-Residential Land Uses in MU		

For publicly owned libraries, parks, parkways and recreational facilities, arts councils, museums, and religious institutions and non-residential special land uses	One (1) per lot of record for each non-residential land use.	One additional ground sign may be permitted at a secondary entrance if it is not located on the same street as the primary entrance.
In Planned Unit Developments (PUD)		
For all uses	Number of ground signs shall be determined by the intended use of the premises, subject to review and approval during the PUD process.	

- (4) Sign height and area. Maximum height and area requirements for ground signs shall be applied within each zoning district according to the following schedule.

Table 78-225-B. Ground Signs – Maximum Height and Area

District	Max. Height (ft.)	Maximum Area (sq. ft.) Per Side	Total (sq.ft.)
R-1	4	18	36
RT-1	4	18	36
RM-1	6	25	50
RM-2	6	25	50
MU (Residential uses)	4	18	36
O-1	8	25	50
O-2	8	25	50
B-1	8	25	50
B-2	15	25	50
B-3	15	25	50
I-1	6	25	50
I-2	6	25	50
For multi-tenant business sites	8	32	64
MU (Non-Residential uses)	8	25	50

- (5) Sign base. The support structure for a ground sign shall not exceed 25 percent of the maximum permissible area of the sign measured by viewing the elevation of the sign perpendicular to the sign face, unless otherwise approved during the site plan review process.

- (h) Hanging Sign.

- (1) Location.

- a. Hanging signs are permitted in the B-1, B-2, and MU zoning districts for non-residential uses and shall be governed by the following regulations.
 - b. The hanging sign must be located in the center third of the storefront/business site or over an entrance door.
 - c. Hanging signs shall not be allowed above a street or alley where they could interfere with vehicular traffic.
 - d. The maximum distance from the face of the building to the sign edge closest to the right-of-way shall be 30 inches or, if hanging under an awning, the depth of the awning, whichever is less.
 - e. Hanging signs shall be spaced at least 20 feet apart.
- (2) Number of sides.
- a. Hanging signs shall have a maximum of two (2) sides.
- (3) Number of signs.
- a. One (1) hanging sign may be permitted for each first-floor business or tenant space with a separate means of ingress and egress.
 - b. One (1) hanging sign may be used in addition to a wall sign for each business site. However, hanging signs are not allowed at business sites which display a projecting sign, a freestanding sign, a nonconforming wall sign, or signs which exceed the current allowed square footage for wall signs.
- (4) Sign height and area.
- a. Hanging signs must provide a clear vertical distance of eight feet from the sidewalk and ten feet from any driveway.
 - b. The hanging sign may be a maximum of six (6) square feet in area (per side) and shall be included in the total amount of wall sign area permitted for the subject building.
 - c. Signage, lettering, or numerals on a hanging sign shall not exceed eight inches excluding letters or digits used as part of a logo.
- (5) Hanging signs shall not be internally illuminated.
- (6) Changeable copy shall not be permitted as part of a hanging sign.
- (7) All hanging signs shall be safely and securely attached by not less than two (2) metal chains, metal brackets, or metal cables which are firmly secured to the structure. No excess chain shall be allowed. In no case shall any hanging sign be attached with wire, string, rope, wood, or secured by nails.
- (i) Marquee Sign.
- (1) Marquee signs are permitted in B-2, B-3 zoning districts.

- (2) One (1) marquee sign is permitted per business site with a separate means of ingress and egress.
 - (3) A marquee sign may be used in addition to a wall sign for each business site. However, marquee signs are not allowed at business sites which display a hanging sign, projecting sign, freestanding sign, nonconforming wall sign, or signs which exceed the current allowed square footage for wall signs.
 - (4) The marquee sign shall not cover more than fifty (50) percent of the front building façade that is above the front entry door, and the area of all faces of the marquee sign shall not total more than 42 square feet and shall be included in the total amount of wall sign area permitted for the subject building.
 - (5) The marquee sign may be positioned in one of two ways as follows:
 - a. The changeable copy portion surface of the sign shall be attached flat against, and not extending beyond, the vertical surface of the marquee structure.
 - b. Individual cut-out letters mounted on top of the edge of the marquee structure and parallel to it.
 - (6) No portion of a marquee sign shall be taller than the top of the marquee structure, or the eave line of the building to which the structure is attached.
- (j) Menu Board or Order Board Sign.
- (1) Menu board or order board signs are permitted in the O-1, O-2, B-1, B-2, B-3, and MU district to serve drive-through facilities.
 - (2) Menu board or order board signs shall be located on the interior of the lot or parcel and shall not be readable from the exterior of the lot.
 - (3) Menu board or order board signs shall only service the public using the drive-through facilities.
 - (4) The placement, size, content, coloring or manner or illumination of the sign shall not cause a traffic or pedestrian hazard or impair vehicular or pedestrian flow.
 - (5) The volume on the menu board or order board shall be maintained at the minimum level necessary so that it is audible to users, but to minimize extraneous noise traveling off site.
- (k) Projecting Sign.
- (1) Location.
 - a. Projecting signs are permitted in the B-1, B-2, and MU zoning districts for non-residential uses.
 - b. A projecting sign may extend from the wall it is mounted to by no more than four (4) feet, or 1/3 of the sidewalk width, whichever is less.
 - b. Projecting signs shall be spaced at least 20 feet apart.
 - c. Projecting signs shall not be allowed above a street or alley where they could interfere with vehicular traffic.

d. Projecting signs must provide a clear vertical distance of eight feet from the sidewalk and ten feet from any driveway.

(2) Number of Sides.

a. Projecting signs shall have a maximum of two (2) sides.

(3) Number of Signs.

a. One (1) projecting sign may be permitted for each first-floor business or tenant space with a separate means of ingress and egress.

b. One (1) projecting sign may be used in addition to a wall sign for each business site. However, projecting signs are not allowed at business sites which display a hanging sign, an awning sign, a ground sign, a nonconforming wall sign, or signs which exceed the current allowed square footage for wall signs.

(4) Sign Height and Area.

a. The projecting sign may be a maximum of eight (8) square feet in area (each side) and shall be included in the total amount of wall sign area permitted for the subject building.

(5) Projecting signs shall not be internally illuminated.

(6) Changeable copy shall not be permitted as a part of projecting signs.

(I) Wall Sign.

(1) Location.

a. Wall signs are permitted in O-1, O-2, B-1, B-2, B-3, I-1, I-2 and for non-residential uses in the MU district. See Sec. 78-212 Home occupations and Sec. 78-284 Bed and breakfast for sign requirements of those uses.

b. Wall signs shall be displayed flat against the wall of the building. No signs shall be painted directly on a roof or wall. Wall signs shall not extend more than 12 inches from the face of the building wall.

(2) Number of Signs.

(a) One (1) wall sign may be permitted for each business or tenant space with a separate means of ingress and egress.

(b) A wall sign may be used in addition to a projecting or hanging sign, or awning sign for each business site. Wall signs are not allowed at business sites which display a ground sign.

(c) One (1) wall sign or awning sign shall be permitted on each facade, which has a separate public means of ingress and egress.

(d) PUD Districts. Within all PUD districts, the number and size of wall signs shall be determined by the intended use of the premises, subject to the review and approval of the planning commission, during PUD plan review.

(3) Sign area.

a. Within all non-residential zoning districts, the sign area of a combination of awning signs, channel letter signs, hanging signs, marquee signs, projecting signs, and wall signs may not exceed the maximum sign area per table 78-225-C below for each business site with a separate means of ingress and egress.

Table 78-225-C. Maximum Wall Sign Area per Business Site with Single Tenant

District	Maximum Area in sq. ft.
O-1	25
O-2	25
B-1	25
B-2	25
B-3	25
I-1	25
I-2	25
MU	25

Wall signs for multiple tenant shopping centers shall not exceed 25 square feet.

(4) Channel Letter Sign.

Channel letter signs are considered wall signs. Mounting regulations for channel letter signs, from wall to outermost face, are as follows:

- a. Channel letters with transformers mounted inside the letters shall not extend more than 12 inches from the building wall.
- b. Channel letters with remote transformers shall not extend more than 12 inches from the building wall.
- c. Channel letters mounted on a raceway (channel) shall not extend more than 12 inches from the building wall.
- d. Channel letter signs must provide a clear vertical distance of eight feet from the sidewalk to bottom edge of the sign, but shall not extend over public or private roadways, or parking lots.

(m) Window Sign.

- (1) Window signs are permitted in O-1, O-2, B-1, B-2, B-3, I-1, I-2, and for non-residential uses in the MU District.
- (2) Window signs are permitted in addition to any other type of sign.
- (3) Window signs shall not occupy more than 25 percent of the glass surface of the window area in which the sign is located.

- (4) Window signs shall be located only on the first floor front facade of the building. Buildings on a corner lot shall be permitted window signs on each road frontage.

Sec. 78-226. – Temporary Signs.

The following regulations shall apply to all temporary signs, except where such signs are located in the Ann Arbor Road Corridor (ARC) District or are defined as sidewalk signs. In such cases, if any regulations covered by this section and Sec. 78-169 conflict, Sec. 78-169 shall control and prevail.

- (a) Temporary signs. Temporary signs are permitted in all zoning districts according to the following:
- (1) Location.
- a. Temporary signs shall be located only on the sign owner’s property or on private property with the owner’s permission.
 - b. Temporary signs shall be located at least one (1) foot inside the property line of the premises.
 - c. Temporary signs shall not be located in any road right-of-way or other public land, and shall not obstruct visibility or movement of pedestrians, bicyclists, and motorists unless otherwise provided for in this section.
 - d. Temporary signs shall not be attached to or located on a tree, shrub, or any other plant materials; a utility pole, traffic-control devise or on any public land or right-of-way, either by nail, screw, wire, cord, tape or by any other manner whatsoever.
- (2) Number of signs.
- a. Five (5) signs shall be permitted per lot of record
- (3) Sign area.

Table 78-226-A. Maximum Sign Area, Number and Height – Temporary Signs

	Maximum Area of All Temporary Signs Per Lot/Parcel/Business Site	Maximum Area of any Individual Sign		Maximum Height When Not Affixed to a Structure
Residential (R-1, RT-1, RM-1, RM-2 and Residential Uses in MU)				
	18 s.f.	6 s.f.		4 feet
Non-Residential (O-1, O-2, B-1, B-2, B-3, I-1, I-2 and Non-Residential uses MU)				

	40 s.f.	20 s.f.		6 feet
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- a. The sign area of a temporary sign shall be measured as described in Sec. 78-224.
- b. Temporary sign area permitted for multi-tenant, non-residential buildings (i.e. commercial buildings) shall be allocated amongst tenants by the property owner.

(4) Display time.

a.

The maximum display time of temporary signs is sixty (60) days unless modified by subsections (i), (ii), (iii), or (iv) below. After this time expires, the sign shall be removed. Once the temporary sign is removed, there shall be a gap of at least thirty (30) days before the display of any new temporary sign on the same lot of record.

- i. When all or a portion of a building or land area on a lot of record is listed or advertised for sale or lease, the maximum display time for temporary signs shall be the duration the building, building unit or land is listed or advertised for sale or lease. In all cases, the sign area limits in Table 78-226-A apply.
- ii. When a building is being constructed, and only after a building permit has been issued, the maximum display time for temporary signs shall be the duration of construction activities or until 51% of the units or square footage of the project is occupied. In all cases, the sign area limits in Table 78-226-A apply.
- iii. If a sale of a property owner's goods is being conducted, and only after the sale has been registered with the city, the displays advertising the sale may be posted no more than one day prior to the sale and must be removed within one day of the end of the sale.

iv. Acknowledging that there is a need for additional expression of speech prior to a scheduled election, the maximum total allowable area of all temporary signs shall be increased to twice that allowed in Table 78-226-A, based upon the zoning district in which the property is located for a period of sixty (60) days prior to and until three (3) days after an election day on which there is at least one ballot item. The maximum area of an individual sign remains as stated in the table above during this period.

(6) Temporary signs shall have a maximum of two (2) sides.

(7) Temporary signs shall be constructed of durable, all-weather materials and designed to remain in place and in good repair so long as they remain on display.

(8) Temporary signs shall not be illuminated in any manner whatsoever except incidentally by streetlights or house lights.

(b) Temporary Sidewalk Sign.

(1) Location.

- a) Sidewalk signs are permitted in the B-1, B-2 and B-3 Districts, and for non-residential uses in the MU District.
- b) Sidewalk signs may be located, per the standards in this section and below, on sites that provide a minimum of six (6) feet of unobstructed sidewalk abutting the principal building where the sign will be displayed.
- c) Sidewalk signs may only be located on the sidewalk in front of the property where the business is located in a manner which is safe for and does not interfere with normal pedestrian traffic or vehicular access. Sidewalk signs shall be placed against the building wall unless placement by a curb line ensures more of an unobstructed pedestrian path like in the case of a tree or other streetscape elements.
- d) Each sign shall be placed outside only during the hours when the business is open to the general public and shall be stored indoors at all other times.
- e) Sidewalk signs shall be moved indoors after accumulation of one (1) or more inches of snow and shall not be placed back on the sidewalk until the entire sidewalk on the side of the street where the business is located is clear of snow.

(b) Number of Sides.

- i. Sidewalk signs shall have a maximum of two (2) sides.

(c) Number of Signs.

- i. One (1) sidewalk sign is allowed for each business that has frontage along a sidewalk and an individual means of ingress and egress, up to a maximum of two (2) signs per multi-tenant building. A single sign may contain advertising for more than one business in the multi-tenant building.

(d) Sign Height and Area.

- a. The maximum height of a sidewalk sign shall be four (4) feet, and the maximum width two (2) feet.

(e) All sidewalk signs shall be constructed of a weather-proof material and shall be kept in good repair.

Sec. 78-227. – Sign permits.

- a. A sign permit is not required for the following types of signs:
- (1) Street address signs.
 - (2) Name plates identifying the occupant or address of a parcel of land not exceeding two square feet in area.
 - (3) Window signs not exceeding two square feet in area indicating the hours of operation for a business, and whether a business is open or closed.
 - (4) Memorial signs or tablets, names of buildings and date of erection, when cut into any masonry surface or when constructed of bronze or other incombustible material.
 - (5) For sale signs attached to vehicles.
 - (6) Flags bearing the official design of a nation, state, municipality, educational institution or non-profit organization.
 - (7) Traffic safety and control signs erected by or on behalf of a governmental body, or other municipal signs such as the following: legal notices, railroad crossing, danger and other emergency notices as may be approved by the municipality.
 - (8) Signs related to a special event approved by the City of Plymouth City Commission
 - (9) Private traffic control signs which conform to the requirements of the Michigan Manual of Uniform Traffic Control Devices published in accord with Section 508 of Public Acts 300 or 1949, as amended.
 - (10) Park and playground signs.
 - (11) One or more temporary freestanding and wall signs on a residential lot of record with a total area of 18 square feet or less, or business site with a total area of 40 square feet or less.
 - (12) Any sign required by the municipality to be posted.
 - (13) Community entrance and streetscape signs erected by the municipality.
 - (14) A change of copy or change of sign face only.
 - (15) Signs not visible from a public right-of-way, public park, or residentially zoned property.
 - (16) Permanent wall signs that are two (2) square feet in size or smaller affixed to a single-family residence.
- b. It shall be unlawful for any person to erect, re-erect, alter or relocate any sign unless a sign permit has been first obtained from the Building Official, except as provided elsewhere in this Article. Any permanent sign located in the Historic District must also obtain approval from the Historic District Commission. Any permanent sign that makes use of electricity must also obtain an electrical permit from the Building Official.
- c. Site plan review. For new development projects subject to site plan review under the provisions of Article XX, the final site plan must provide enough information to determine if the proposed signage meets ordinance requirements.

- d. Sign permit applications. To apply for a sign permit, an applicant must fill out and submit the relevant sections of the City's Building Permit application form. The completed and signed application form shall be submitted to the Community Development Department for review and include the following:
- (1) A scaled drawing of each proposed sign, as well as any existing signs that will remain, showing:
 - (i) The dimensions of the sign(s), including total area of the sign(s);
 - (ii) The height of the sign(s);
 - (iii) The design of the sign(s);
 - (iv) The writing, emblems and figures on the sign(s) (to measure "sign area"); and
 - (v) The type of material used for the sign(s) and support system(s).
 - (2) A scaled drawing of any electrical connections.
 - (3) A scaled drawing of the site or building, showing the placement of all signs, both existing and proposed. This drawing shall include all the dimensions of the site and/or building.
 - (4) Consenting signature of the property owner.
- (5) The sign permit fee paid in accordance with the current fee schedule, as amended.
- e. Sign permit review and approval. Permits for the erection of signs shall only be issued to property owners and/or assignees qualified to carry on such work. The Building Official shall issue permits for signs defined in Sec. 78-21 and permitted in Article XIX. Any sign which is not explicitly defined in Sec. 78-21 and permitted in Article XIX must be approved by the Zoning Board of Appeals before a permit is issued.
- f. Permit expiration. A sign permit shall become null and void if the work for which the permit was issued is not completed within one year of the date of issuance.
- g. Sign maintenance. No permit shall be required for ordinary maintenance, repainting, or cleaning of an existing sign. No permit is required for change of message of a sign without change of the structure.
- h. Inspections. All newly erected signs shall be inspected by the Building Official. Signs for which a permit is required shall be inspected periodically by the Building Official for compliance with this Article and other relevant ordinances.
- i. Correction of defects. If the Building Official, or his/her designee, finds that any sign is unsafe, insecure, improperly constructed or poorly maintained, the sign erector, owner of the sign, or owner of the land shall make the sign safe and secure by completing any necessary reconstruction or repairs, or entirely remove the sign in accordance with the timetable established by the Building official.

Sec. 78-228. – Removal of Signs.

- a. Removal of Abandoned Signs. Abandoned or obsolete signs shall be removed by the owner, agent or person having use of the land, building or structure. Upon vacating an establishment, facility or land, the proprietor shall be responsible for removal of all abandoned or obsolete signs.
- b. Removal of Signs in Violation of the Ordinance or Unsafe Signs. The Building Official, or his or her designee, shall order the removal of any sign erected or maintained in violation of this ordinance except for legal, non-conforming signs. Notice in writing shall be given to the owner of such sign or of the building, structure, or premises on which such sign is located, to remove the sign or bring it into compliance with the ordinance. Failure

to remove the sign or to comply with this notice shall be a civil infraction. The city shall also remove any sign immediately and without notice if it reasonably appears that the condition of the sign is such as to present an immediate threat to the safety of the public. Any cost of removal incurred by the city shall be assessed to the owner of the property on which such sign is located.

Sec. 78-229. - Nonconforming existing signs.

- a. Any sign lawfully existing at the time of the adoption of this amendment which does not fully comply with all provisions shall be considered a legal nonconforming sign and may be permitted to remain as long as the sign is properly maintained and not detrimental to the health, safety and welfare of the community.
- b. Continuance: Nonconforming signs shall not:
 - (1) Be expanded or changed to another nonconforming sign;
 - (2) Be relocated, or altered so as to prolong the life of the sign, or so as to change the shape, size, type, placement, or design of the signs structural or basic parts;
 - (3) Be enhanced with any new feature including the addition of illumination;
 - (4) Be re-established after damage or destruction if the estimated expense of reconstruction exceeds sixty (60) percent of the appraised replacement cost as determined by the Building Official.
 - (5) Be repaired if such repair involves any of the following, except if such repair brings the sign into conformance with this ordinance:
 - (i) Expense which exceeds fifty (50) percent of the sign's appraised value as determined by the Building Official;
 - (ii) Necessitates the replacement of both the sign frame and sign panels;
 - (iii) Replacement of the sign's primary support pole(s) or other support structure;
 - (iv) For signs without framework supporting the sign panels, requires replacement of the sign panels;
 - (v) Be replaced;
 - (vi) Be re-established after the activity, business, or use to which it related has been discontinued for ninety (90) days or longer.
- c. Permitted modification. The following modifications may be permitted:
 - (1) A change solely in the wording of the copy; and
 - (2) Routine repair to maintain the sign in a safe and aesthetic condition exactly as it existed at the time of the enactment of this amendment.
- d. Elimination of nonconforming signs. The municipality may acquire by purchase, condemnation, or by other means any nonconforming sign which it deems necessary to preserve the health, safety, and welfare of the community's residents.
- e. Electronic changeable copy signs. An electronic changeable copy sign that was established lawfully at the adoption of this amendment shall not change messages more than eight times per day.

Sec. 78-230 – Variances.

The zoning board of Appeals (ZBA) shall have authority to vary the restrictions relating to signage upon finding that practical difficulties exist, and that the strict application of this Article would place the applicant at a substantial and significant disadvantage with respect to other signs controlled by the Article. Comparisons to existing nonconforming signs shall not be considered by the Zoning Board of Appeals.

Sec. 78-231. - Violations and penalties.

It shall be unlawful for any person to erect, construct, maintain, enlarge, alter, move or convert any sign in the city, or cause or permit the same to be done, contrary to or in violation of any of the provisions of this Article. It shall be unlawful to erect, construct, enlarge, alter, move or convert any sign regulated by this Article, except a sign which is permitted by

the provisions of this Article. Any person violating any of the provisions of this article shall be guilty of a civil infraction pursuant to section 78-382 of this chapter.

Secs. 78-232—78-239. - Reserved.

[Modify ARTICLE XVI MU MIXED USE DISTRICT as follows.]

Sec. 78-181. – Principal uses permitted.

- (11) Bed and breakfast operations shall be located only on major or collector thoroughfares as designated in the city's master plan and shall further be subject to city licensing provisions. Bed and breakfast operations shall further be subject to the following:

[Sections a – j remain the same.]

- k. One (1) unlighted wall sign not exceeding six (6) square feet in area may be provided. Such wall sign shall not be an awning, changeable copy or channel letter sign. Bed and breakfast operations shall not be permitted freestanding signs.

[Modify ARTICLE XVIII MISCELLANEOUS PROVISIONS as follows.]

Sec. 78-212. – Home occupations.

- (4) The home occupation shall not display or create outside the building any external evidence of the operation of the home occupation, except that there may be one (1) unlighted wall sign, that is not an awning, changeable copy or channel letter sign, not to exceed three (3) square feet in area. Home occupations shall not be permitted freestanding signs.

[Modify ARTICLE XXIII SPECIAL USES as follows.]

Sec. 78-284. – Bed and breakfast.

- (11) One (1) unlighted wall sign not exceeding six (6) square feet in area may be provided. Such wall sign shall not be an awning, changeable copy or channel letter sign. Bed and breakfast operations shall not be permitted freestanding signs.

Sample Resolution

The following resolution was offered by Commissioner _____ and seconded by
Commissioner _____.

WHEREAS The Plymouth City Commission directed the Administration and Planning Commission to revise and amend the City's Sign Ordinance to adhere to Redevelopment Ready Community Best Practices, and

WHEREAS The Plymouth City Commission further directed the Administration and Planning Commission to revise and amend the City's Sign Ordinance to comply with the Reed vs. Gilbert, AZ decision made by the United States Supreme Court in 2015, and

WHEREAS The City Commission approved an expenditure to contract with the City's Planner for a special project to assist the administration and Planning Commission the review and revise the Sign Ordinance, and

WHEREAS The Planning Commission performed an extensive review of the sign ordinance - in conjunction with the administration and City Planner and recommend several amendments to the following sections of the Zoning Ordinance: Sec. 78-21. Definitions, Sec. 78-220-78-239. Signs, Sec. 78-181. Mixed Use District, Sec. 78-212 Home Occupations, and Sec. 78-284 Bed and Breakfast, and

WHEREAS the Planning Commission did post and hold a Public Hearing on the proposed language as referenced above at their December 11, 2019 regular meeting, and

WHEREAS the Planning Commission did at the conclusion of the Public Hearing approve the language amendments as presented to the several sections and recommend review and approval by the City Commission of the same, and

WHEREAS the City Attorney has reviewed the enclosed proposed language and is comfortable with the language as presented, and

WHEREAS the City Commission has completed a First and Second Reading of the proposed language,

NOW BE IT RESOLVED that the Plymouth City Commission adopts the amendments as presented to the following sections of the City's Zoning Ordinance: Sec. 78-21. Definitions, Sec. 78-220 – 78-239. Signs, 78-181. Mixed Use District, 78-212. Home Occupations, and Sec. 78-284 Bed and Breakfast as related to sign ordinance amendments.

NOW BE IT FURTHER RESOLVED that the Plymouth City Commission directs the City Clerk to publish the language as required by law prior to the language becoming effective.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Computer Control System - Geo-Thermal Replacement 03-02-20.docx
Date: February 26, 2020
RE: PCC Geothermal Computer Control System Replacement

Background

The City Commission is aware that we use a computer controlled Geo-Thermal System at the Plymouth Cultural Center to operate the heat, air conditioning, hot water supply system and ice surface temperature control. This system has been in place and running 24/7 since August of 2010. The amount of computer software and hardware that all interacts within the systems is extensive. As with any computer system at some point they become outdated and the vendors no longer service the units that you have. The current 10-year-old computer systems running the Geo-Thermal systems is outdated and is no longer serviced by the manufacturer.

This situation created a very significant issue for us in September when we could not resolve a hot water loop issue, except by trial and error. If the computer systems fail, the ALL of the heat, a/c, hot water and ice surface temperature systems will fail as well. Just as your computers at work/home get dated and are not able to update to current software or have their software maintained, this is the case of this 10-year-old computer system.

The Recreation Department, like all Departments annually pays into the Equipment Fund for repairs and maintenance of various equipment at the facility. The replacement of the computer control equipment is something that would normally be covered by that Fund.

The City Commission could delay the purchase of the replacement system until spring of 2021, but for a variety of reasons we do not recommend this action. We feel that we are at a critical point in the lifetime of this computer system and we need to upgrade when we have a limited window of opportunity. We have attached a very detailed memorandum from Steve Anderson about the situation. Further, Steve could "tech-talk" all about this proposal as he "lives" with it every day.

We did receive two bids on this work from companies that were able to meet our tight time schedule to complete the work on the system. I will note that this change over will also require the commitment of a significant number of staff hours to the project, in addition to the vendor's work.

Recommendation

The City Administration recommends that the City Commission authorize the acceptance of the proposal from Automated Energy System of Madison Heights, Michigan in the amount of \$34,892.00 and that the expense be charged to the Equipment Fund, thus not affecting the General Fund.

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 Steve Anderson or myself.




CITY OF PLYMOUTH

www.plymouthmi.gov

Recreation Department
Plymouth Cultural Center
525 Farmer
Plymouth, MI 48170

Phone 734-455-6620

Memo

To: Paul Sincock, City Manager
From: Steve Anderson, Recreation Director 
CC:
Date: 2/25/2020
Re: PCC Computer Control System– Geothermal, HVAC / Ice Refrigeration Systems

As you are aware, The Cultural Center, this August, will be starting its 11th year of ice production with the Hybrid Geothermal System installed during the Summer of 2010. As you are also aware, with the end of the 2019-20 budget year, the hybrid system will have saved the City approximately \$900,000.00 in combined energy and maintenance costs over the past decade.

However, just like the technology we use in our phones, cars and household appliances, eventually computer software and hardware ages out of current technology standards. This is the dilemma we currently have with the Computer Control System that runs the entire PCC Geothermal / HVAC / Ice Refrigeration System.

Last September, we had a hot water loop temperature sensor go bad which is rather unusual but can happen. While trying to diagnose the initial problem, we contacted the original Control System Vendor (Tech-Cold International) to doublecheck the system to make sure we were not having a software or Input / Output (I/O) hardware problem. After calling them, we were informed that our control system has “aged out” and they are no longer servicing that system or any of those components. This was not good news. This basically means that if our computer control system fails, we have nowhere to turn for service or diagnostics.

The only positive side of this situation, after speaking with the President of Tech-Cold, was that the system we have is “non-proprietary”. In other words, the City owns the system computer codes which is the operational “blueprints” to how the system operates. The system was originally built with industry “off the shelf” hardware and software that Tech-Cold programmed for this specific operation. If the system would have been “proprietary” (Honeywell, Johnson Controls...), we would have had an even more complex issue to deal with.

Over the following months, we approached multiple HVAC companies, technology companies and software vendors looking for a solution. After six weeks of dead ends and unreturned phone calls / e-mails, I reached out to our mechanical contractor, Goyette Mechanical. Goyette Mechanical was the original mechanical contractor for the installation of the hybrid system, so they have great working knowledge of what we needed.

Goyette recommended a vendor that they have been working with for years that specializes in these types of Industrial Control Systems. Within two weeks they came out for a site visit and looked over what we have. I was pleasantly surprised that they knew exactly the applications we were looking for and asked for a copy of the computer code to see if they could use it as a "road map" to design a new system. We sent them a copy of the computer code and they were able to download the "off the shelf" software system to read it. The good news was that the code told them everything they needed to build a new system. The bad news was the current I/O hardware system would have to be replaced to meet the current industry standards, software and technology. At that point the vendor issued a description of the scope of work that would be needed to put us back in line.

With this information in hand, we were then able to go out for a "Request for Proposal" (RFP) for replacing the Computer Control System. One very critical element of the RFP was that this work must be done in a VERY short window. The control system we need to replace runs the Ice Refrigeration system and every aspect of the building HVAC. Which means the transition must take place exactly when we take the ice out of the arena but also when we could rely the least on building heating or air conditioning for a week. That time window is May 18 thru 22.

Therefore, within the RFP, we established that the work must begin on Monday, May 18th, the day after the ice comes out of the arena and the new control system must have the building air conditioning back up and running within a set amount of days. Since the ice production side of the system would not resume for another eight weeks, the vendor has a little more time to get the rest of the system on-line.

Please see the attached RFP for additional details regarding the project.

We received two proposals back for the posted RFP. The RFP opening was attended by me and Sue Campbell. The following vendors are listed with their project bid amounts and days need to complete each objective:

- Automated Energy System of Madison Heights, MI - \$34,892.00
Days required to have Air Conditioning operational – 10 days
Days required to complete total project – 30 days
- Innovated Energy Controls of Howell, MI - \$78,687.00
Days required to have Air Conditioning operational – 5 days
Days required to complete total project – 20 days

The City Commission does have the option to delay this project one year if they so choose. However, I would strongly recommend against this. Currently, we have one touchscreen "back up" computer terminal on the shelf to use in an emergency. This would be a one time fix and any future glitches could leave the building "dead in the water". Please keep in mind that this replacement must happen at a very specific time of year to have minimum impact to our user groups, elections, emergency services training and other critical events held at the Cultural Center.

Funding for this project, as well as all normal PCC Mechanical System capital repairs and maintenance, comes from the Equipment Fund (661 Fund). The additional support needed from the IT side of things (Ethernet drops, Static IP Addresses...) will be coordinated in-house with Tom Alexandris.

In conclusion, this is not a Spring project that Ron or me are particularly excited about doing. This will consume an exorbitant number of hours with the technicians to complete on a very compressed timeline. However, for us to ignore such a critical element of the City's operation would be negligent to say the least.

I would recommend that the City accept the proposal from Automated Energy System of Madison Heights, MI in the amount of \$34,892.00 to replace all elements of the Cultural Center Computer Control System. As well as the programming, integration and commissioning of the system as described in their proposal. This project can get rather technical with all the different elements involved. If you have any question, please feel free to contact me at any time.



NOTICE TO BIDDERS



Request for Proposal

Retrofit of Computer Control System for Facility HVAC, Ice Arena Refrigeration, Geothermal Fluid Loop, Hot & Warm Fluid Loops and Ice Arena Humidity / Heating Control. (Non-Proprietary)

Plymouth Cultural Center – 525 Farmer St., Plymouth MI, 48170

Notice is hereby given that the City of Plymouth, Michigan will accept sealed bids/proposals up until 10:00 a.m., Thursday, Feb. 6, 2020. The bid opening will be at 10:30 a.m., Thursday, Feb. 6, 2020 for the following:

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

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

Maureen Brodie, CMC
City Clerk
City of Plymouth

Project Scope for Plymouth Cultural Center Computer Control System for HVAC, Ice Arena Refrigeration and Humidity Control:

- Location of the Plymouth Cultural Center is: 525 Farmer, Plymouth, MI 48170
- Vendor shall remove and replace current Computer Control System that controls all aspects of Facility HVAC, Domestic Water Heating, Geothermal Field, Ice Arena Refrigeration and Arena Humidity/Heating Control.
- The Computer Control System must be non-proprietary.
- Furnish and Install (1) Phoenix Controls ILC 2050 BI Industrial Niagara Controller.
- Furnish a (5) Year Software Maintenance Agreement which commences on the date of the product purchase.
- Furnish and Install Phoenix PLC I/O Controllers replacing the existing Easy Automation PLC Controller equipment.
- All Control Wiring to be installed as per the specifications.
- Furnish Phoenix Power Supply and Surge Suppressor that includes a (5) Year warranty on all the Phoenix equipment and devices.
- Control system must be installed in a cabinet that will keep components within proper temperature specifications for year-round operation
- Program and Integrate Ice Arena Refrigeration Control System
- Program and Integrate Ice Arena Dehumidification / Heating / Outside Air Pre-Cooling System
- Program and Integrate Geothermal Loop System
- Program and Integrate (6) Ice Kube Heat Pump Units
- Program and Integrate Building Heating System (Hot Loop) with self-programming hot loop temp set point based on outdoor temps to maximize energy savings.
- Program and Integrate Domestic Water Heating System (Warm Loop)
- Program and Integrate Building Air Conditioning System
- Program, Integrate and display all current System Sensors indicating internal (Arena) and external Air Temperatures, Relative Humidity and Dewpoint, Fluid Temperatures and Infra-Red Ice Temperature
- Program for and integrate all system affiliated automated valves (Belimo's)
- Program for and integrate all system affiliated fluid pumps
- System to indicate amp draws on all fluid pumps and open/ close status of all automated valves.
- Use existing cable and Control Accessories to be install to new Controllers and Equipment.

- Furnish a (1) Year Phoenix JACE software maintenance agreement that will commence the day the controller is purchased and licensed.
- Provide Programming, Graphic Generation, “Alarm” System, Histories and Commissioning of the new system.
- System must allow for remote connection system control from inside and outside building as well as a minimum of cell phone access to all data displays and system alarm alerts.
- Furnish and Setup (1) 7” Tablet PC for Local Access of the BAS.
- Provide Customer Training.

System installation timeline:

- Current control system to be removed starting May 18, 2020.
- New system to be installed to run all aspects needed to effectively run Building Air Conditioning by May 25, 2020.
- All other aspects of the new system shall be operational by June 30, 2020.

Additional:

- All submitting vendors should / may list any additional variables they feel are important within their RFP
- All submitting vendors should / may list any additional services they can add to increase value of their RFP
- A Performance Bond may be required at the time project / contract approval.
- Cut Sheets of Control Cabinet hardware are available upon request.

Contact:

Questions related to this Request for Proposal (RFP), should contact Steve Anderson, Recreation Director at (734) 455-6620 x302, sanderson@plymouthmi.gov.

VENDOR INFORMATION FORM

Vendor	
Address	
Phone Number	
Fax Number	
Email Address	
Vendor Contact	

Contact after proposal submittal will be via email to the bidders, to keep them apprised of the status of the bid selection.

I affirm that I have the authority to submit this bid to the City of Plymouth for the equipment and installation of said equipment, specified on the attached sheet. We propose to supply and install the equipment to the City as outlined in this proposal in a timely manner.

Signature of Authorized Agent

Printed Name of Authorized Agent

Date

Request for Proposal Form

City of Plymouth

**Retrofit of Computer Control System for Facility HVAC, Ice Arena
Refrigeration and Arena Humidity Control. (Non-Proprietary)**

- Completed/Signed Non-Collusion Affidavit
- Completed/Signed the Proposal Form
- Completed/Signed Vendor Contact Form
- Provided References – Minimum of 3
- Attach a description of work to be completed
- Attach Copy of Proof of Insurance
- Provided **3 copies** of complete proposal

The Undersigned, having reviewed the scope of the project, hereby proposes to provide the requested services to the City of Plymouth in a manner satisfactory to the City in accordance with all specifications, terms and conditions contained in this bid document.

Project total cost per the description of scope: \$_____

Working business days to have building air conditioning operational: _____

Working business days to complete total project: _____

Signature and Title of Authorized Vendor Representative:

Signature of Authorized Agent

Printed Name of Company

Printed Name of Authorized Agent

Date

*** END OF PROPOSAL FORM ***

Request for Proposal Form

City of Plymouth

**Retrofit of Computer Control System for Facility HVAC, Ice Arena
Refrigeration and Arena Humidity Control. (Non-Proprietary)**

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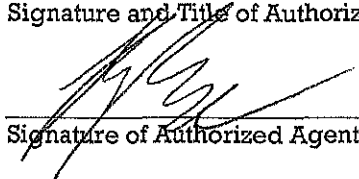
The Undersigned, having reviewed the scope of the project, hereby proposes to provide the requested services to the City of Plymouth in a manner satisfactory to the City in accordance with all specifications, terms and conditions contained in this bid document.

Project total cost per the description of scope: \$ 34,892.00

Working business days to have building air conditioning operational: 10

Working business days to complete total project: 31

Signature and Title of Authorized Vendor Representative:



Signature of Authorized Agent

Automated Energy Systems
Printed Name of Company

Roger Gehle
Printed Name of Authorized Agent

1-29-2020
Date

*** END OF PROPOSAL FORM ***

AFFIDAVIT OF NONCOLLUSION

STATE OF Michigan

COUNTY OF Oakland

Roger Gehle being first duly sworn deposes and says that he is

Title (of) President

Corporation Gehle Co. Inc DBA Automated Energy Systems

submits herewith to the City of Plymouth a proposal for Retrofit of Computer Control System for Facility HVAC, Ice Arena Refrigeration, Geothermal Fluid Loop, Hot & Warm Fluid Loops and Ice Arena Humidity / Heating Control and certifies:

That all statements of fact in such proposal are true;

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

That such proposal is genuine and not collusive or sham;

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

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

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

Automated Energy Systems
Vendor Name

[Signature]
Signature of Bidder

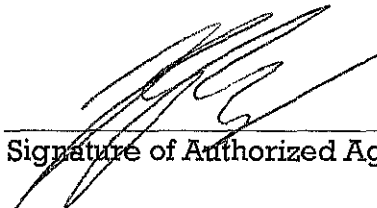
1-28-2020
Date

VENDOR INFORMATION FORM

Vendor	Automated Energy Systems
Address	201 W. Thirteen mile Rd.
	Madison Heights, MI 48071
Phone Number	248-605-0168
Fax Number	
Email Address	Sales@aesbas.com
Vendor Contact	Roger Gehle

Contact after proposal submittal will be via email to the bidders, to keep them apprised of the status of the bid selection.

I affirm that I have the authority to submit this bid to the City of Plymouth for the equipment and installation of said equipment, specified on the attached sheet. We propose to supply and install the equipment to the City as outlined in this proposal in a timely manner.



 Signature of Authorized Agent

Roger Gehle

 Printed Name of Authorized Agent

1-29-2020

 Date

Business References

Rene Vanassche and Son's Mechanical

21530 Groesbeck Hwy.

Warren, MI 48089

586-772-4930

Contact – Keith Brotherton

Expert Mechanical Service, Inc.

542 Biddle Ave.

Wyandotte, MI48192

734-282-2250

Contact – Kelly O'Brien

Cochrane Supply

30303 Stephenson Hwy.

Madison Heights, MI 48071

248-591-3544

Contact – Nicole Rosu



201 W. 13 Mile Road,
Madison Heights, MI 48071
Phone: 248 605-0168
email: sales@aesbas.com

Proposal MB 5097

January 29, 2020

Project location:

Plymouth Cultural Center
525 Farmer St.
Plymouth, MI 48170

Attention: Sue Campbell

Subject: Plymouth Cultural Center

Included:

- Furnish and Install (1) Phoenix Controls ILC 2050 BI Industrial Niagara Controller.
- Furnish a (5) Year Software Maintenance Agreement which commences on the date of the product purchase.
- Furnish and Install Phoenix PLC I/O Controllers replacing the existing Easy Automation PLC Controller equipment.
- Program and Integrate (1) Ice Rink Control System.
- Program and Integrate (1) Dehumidification System
- Program and Integrate (1) Air Handler.
- Program and Integrate (1) Geothermal and Cooling Tower System.
- Integrate (6) Ice Kube Heat Pump Air Handling Units.
- Use existing cable and Control Accessories to be install to new Controllers and Equipment.
- Furnish a (1) Year Phoenix JACE software maintenance agreement that will commence the day the controller is purchased and licensed.
- Provide Programming, Graphic Generation, Alarming, Histories and Commissioning of the new system.
- Furnish and Setup (1) 7" Tablet PC for Local Access of the BAS.
- All Control Wiring to be installed as per the specifications.
- Provide all Programming, Graphic Generation, Alarming, Histories and Commissioning of the new system.
- Provide Customer Training.

Clarifications:

- When purchased with the Phoenix Power Supply and Surge Suppressor there is a (5) Year warranty on the Phoenix devices.
- During the period of warranty a remote access connection must be maintained. If a remote access is not available, vehicular and Service Charges will apply.
- The Phoenix Controller will have an annual software maintenance fee after the initial software maintenance agreement has lapsed. The purpose of the software maintenance agreement is there to keep the Controllers Firmware current. It will also maintain the Internet Security.
- Remote Internet access on ports 80, 1911, 3011 or secured 443, 4911, 5011 required for the remote access of the Tridium BAS.
- Any new Ethernet drops and Static IP Addresses will be provided by others.



201 W. 13 Mile Road,
Madison Heights, MI 48071
Phone: 248 605-0168
email: sales@aesbas.com

- Any defective Control Sensors and Control Accessories will be replaced, and be charged as additional costs.
- All work to be performed during normal first shift working hours Monday thru Friday.
- Any work that is not specifically outlined in this proposal will be performed at additional cost.

Total Cost for the above work: -----\$34892.00

Payment and Terms:

All payments are due 30 days from the invoice date. Any fee incurred in collecting monies due will be your responsibility.

Conditions:

Any alteration or deviation from the stated specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner shall carry fire, tornado and other necessary insurance. Automated Energy Systems will carry workers compensation and public liability insurance.

Submitted:

Matt Burtraw

A handwritten signature in blue ink, appearing to read "Matt Burtraw", is written over a horizontal line.

Automated Energy Systems

Signature: _____

January 29, 2020

Acceptance of Proposal:

The prices, specifications and conditions stated herein are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined in this agreement.

Signature: _____

Name (please print): _____

Date: _____ Title: _____



powered by
niagara
framework

Controller for building infrastructure

IIoT-based networking of complex infrastructures

Delivering on the true meaning of IIoT, from buildings to infrastructure

The ILC 2050 BI industrial Niagara controller offers I/O modularity, integrated security, and a flexible software-licensing model. This makes the controller ideal for the most demanding applications in buildings, infrastructure, and data centers.

The integrated Niagara Framework® enables IIoT-based automation through standardization of various data types. This makes it easy to connect with various sensors and actuators regardless of the manufacturer and communication protocol.

Smart buildings

Intelligent lighting controls luminosity based on day, night, and weather conditions

Optimized chiller management

Efficient HVAC systems

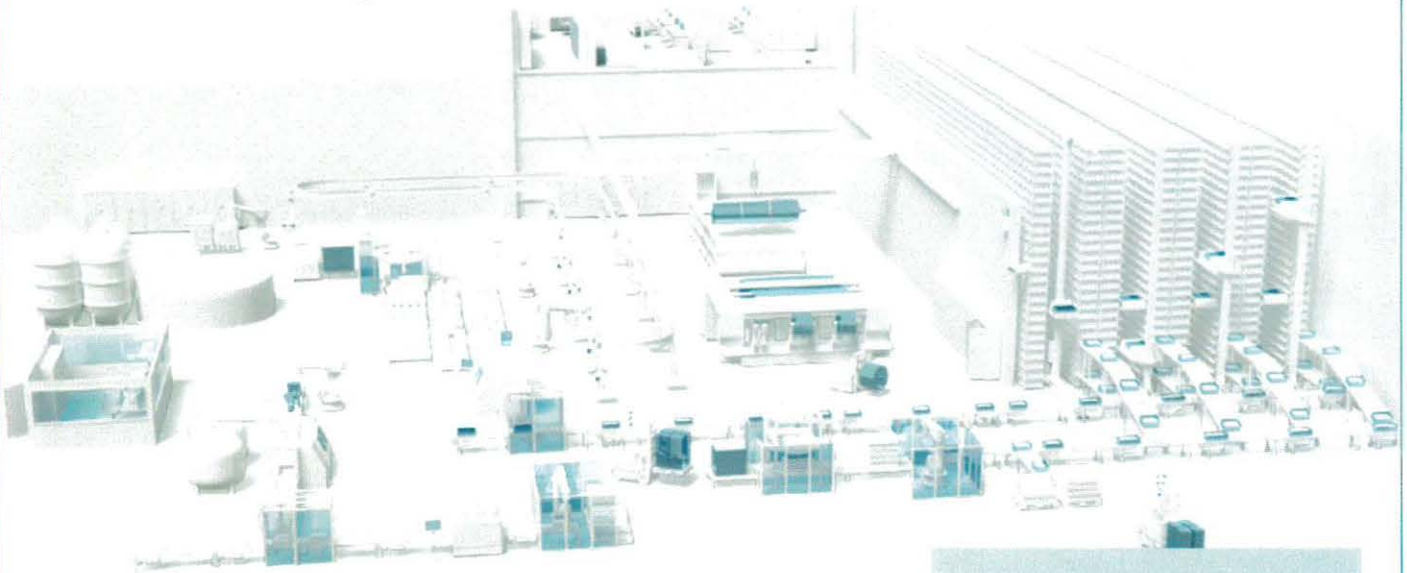
Intelligent refrigeration units to meet FDA requirements

Easy integration

The Niagara Framework includes numerous communication drivers for connecting different field-level systems. The connected devices and data are standardized and are available with systemwide access.

powered by
niagara
framework

Smart manufacturing

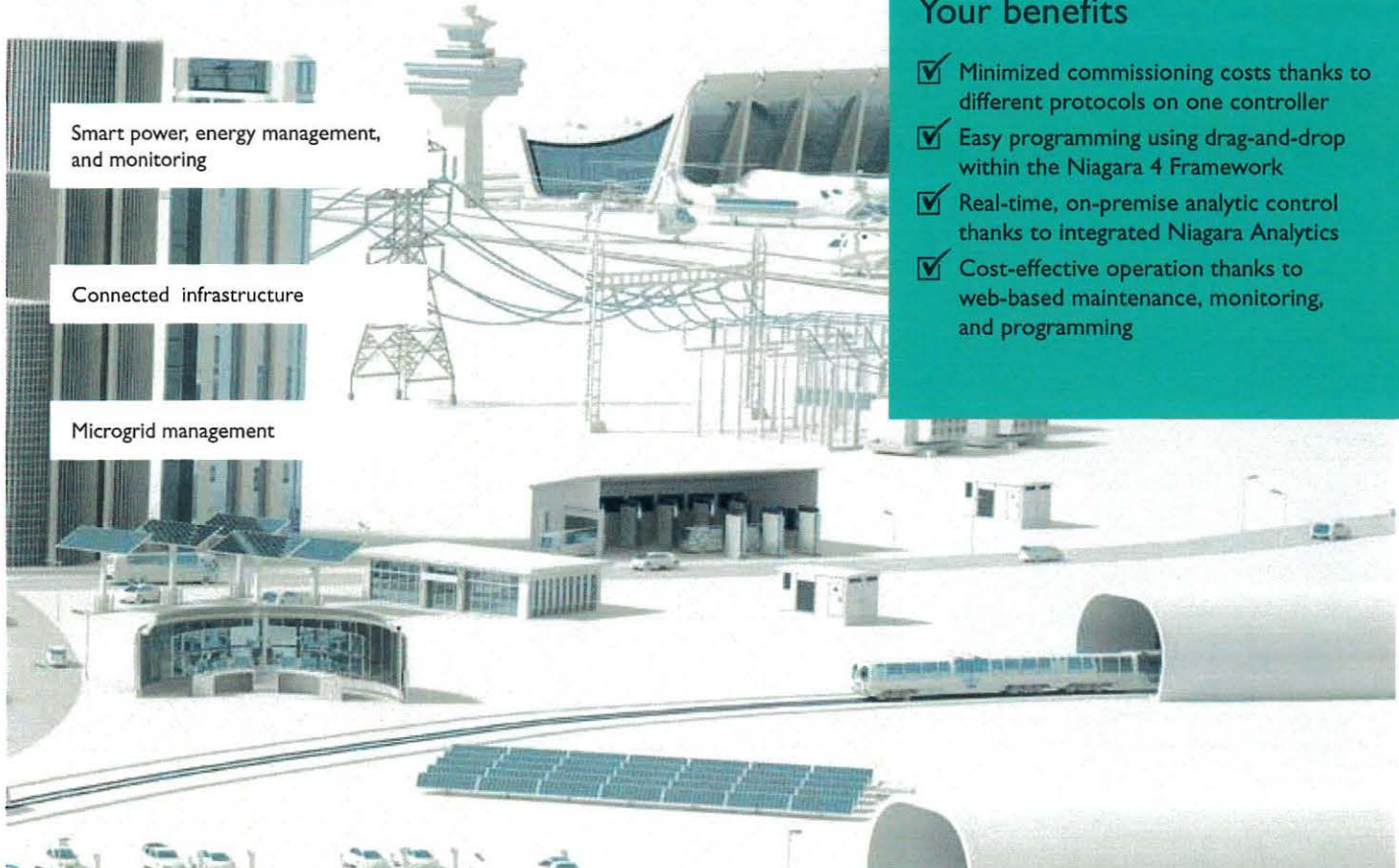


Preventive maintenance tools to avoid unscheduled shutdowns

Overall Equipment Effectiveness (OEE) to ensure optimal use of plant machinery

Integrated security functions, such as encryption, access control, and permission management, to ensure maximum data security

Smart infrastructure



Smart power, energy management, and monitoring

Connected infrastructure

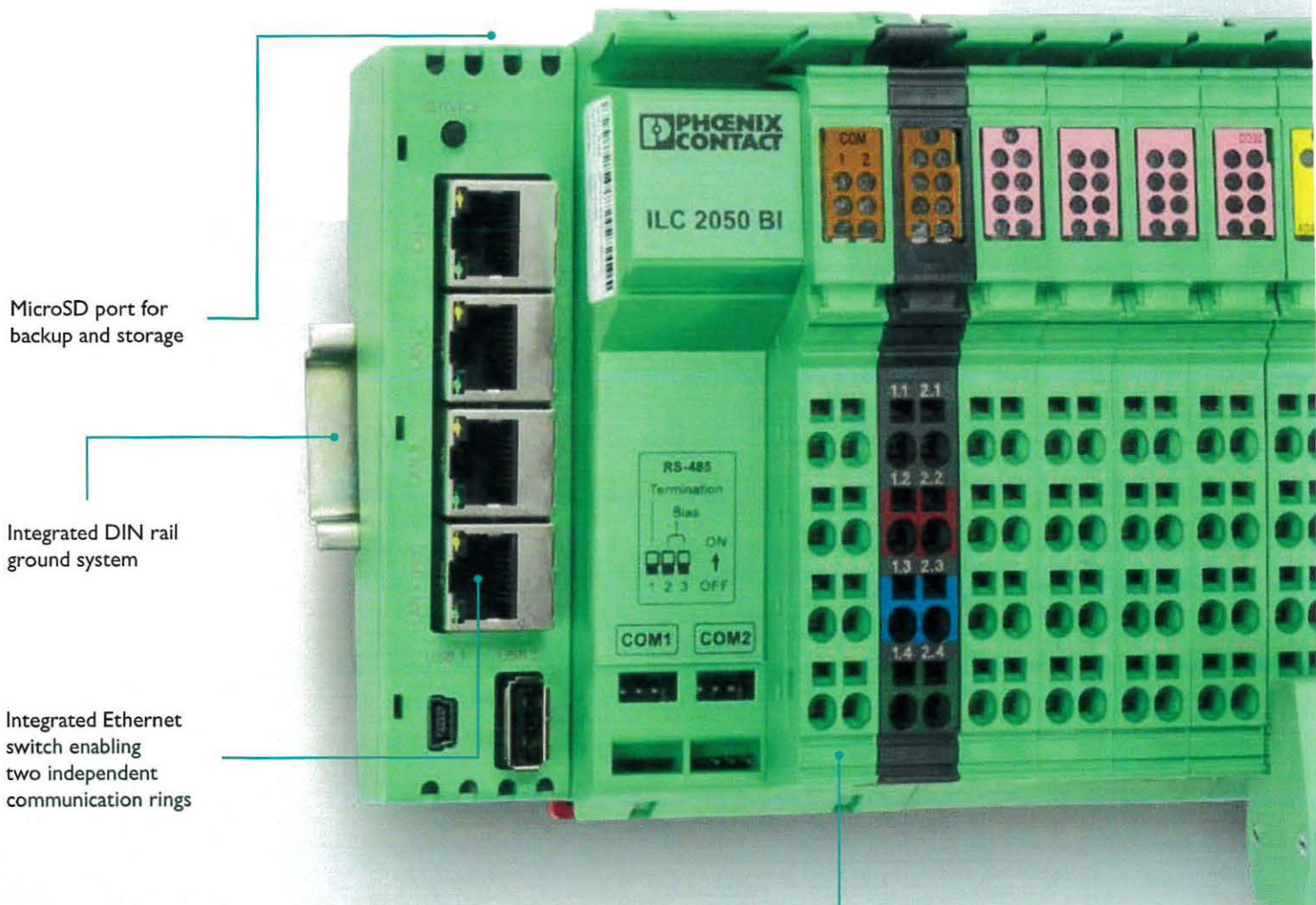
Microgrid management

Your benefits

- ✓ Minimized commissioning costs thanks to different protocols on one controller
- ✓ Easy programming using drag-and-drop within the Niagara 4 Framework
- ✓ Real-time, on-premise analytic control thanks to integrated Niagara Analytics
- ✓ Cost-effective operation thanks to web-based maintenance, monitoring, and programming

Niagara for the industrial environment

Robust and high-speed control for the most demanding applications using the Niagara 4 Framework. Go beyond building automation with the ILC 2050 BI providing industrially hardened control and modular I/O running the Niagara 4 Framework.



MicroSD port for backup and storage

Integrated DIN rail ground system

Integrated Ethernet switch enabling two independent communication rings

Two integrated RS-485 ports

Your benefits

- ✓ Maximum flexibility from a large variety of I/O modules
- ✓ Connect up to 63 I/O modules on the local bus
- ✓ Special function modules provide support for DALI, MP-Bus, and M-Bus

powered by

niagara
framework

Terminal, conductors, cables,
and devices can be marked
quickly and easily using the
MARKING printing system

Status and diagnostic LEDs

Bus protection available via
isolation modules for 24 V
and 110 V circuits



Inline I/O system

Flexible industrial I/O

The industrialized inline I/O system offers a wide range of digital, analog, and special- function terminals. The range offers the high performance and accuracy needed for the most demanding applications, while providing modularity, even for unique applications.

Your advantages

- ✓ Large range of analog, digital, and special-function modules for maximum versatility for signal acquisition
- ✓ Module auto-discovery and local bus configuration for simple commissioning
- ✓ Modularity allows the mixing of modules to meet application needs
- ✓ Module-to-module isolation increases the robustness and reliability of the system

Modular I/O

The Inline I/O modular system provides the flexibility for an application to be designed with only the points needed, saving space and unnecessary connections. When a system needs to be expanded, modules can easily be added to the local bus, increasing the I/O count.



Analog



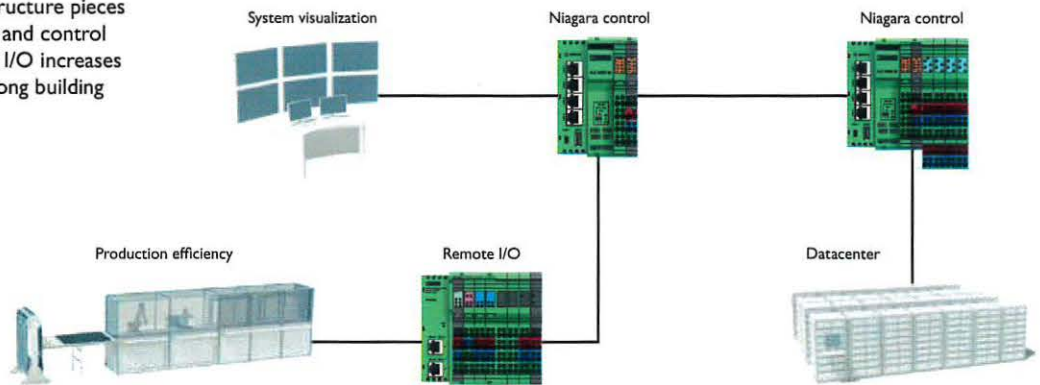
Digital



Special function

Hardened Niagara 4 with Phoenix Contact industrial hardware

Connect different building infrastructure pieces to a single system for monitoring and control using the ILC 2050 BI. Hardened I/O increases robustness and accuracy for a strong building management system.



Remote I/O

Inline I/O system can be integrated into all common industrial fieldbus systems and Ethernet networks.



Reduce space



Modularity allows the use of only the modules needed for the application, reducing the costs and the space requirements of the application.



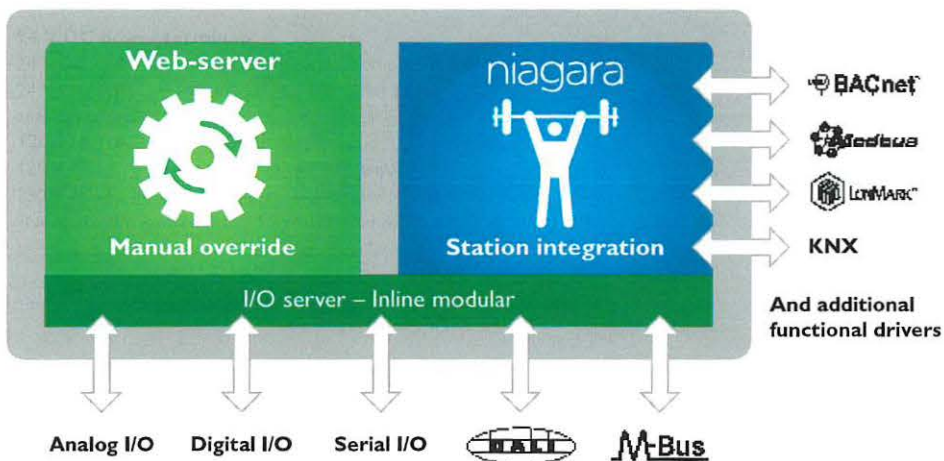
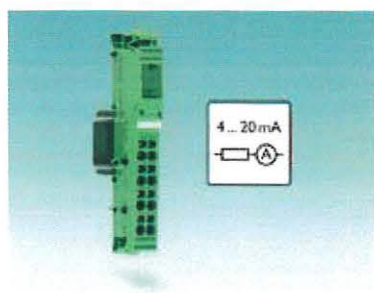
Robust

Inline offers robust isolation of signals among modules, reducing system errors caused by wiring or faulty sensors.

Product overview




Controllers		
Industrial Niagara 4 Controller and remote I/O head stations: connect up to 63 I/O modules on each head station.		
Niagara Controllers	Designation	Order no.
Industrial Niagara 4 Controller	ILC 2050 BI	2403160
Remote I/O head station	Designation	Order no.
Interface for Modbus TCP	IL ETH BK DI8 DO4 2TX-PAC	2703981
Power-segment terminals		
Feed-in, boost, and segment terminals with and without fuse.		
24 V DC power terminals	Designation	Order no.
24 V DC, (UM, US) for refreshing sensor and output power	IB IL 24 PWR IN-PAC	2861331
24 V DC, (UL, UANA, UM, US) for refreshing logic, analog, and output power*	IB IL 24 PWR IN/R-PAC	2861674
120-230 V AC power terminals	Designation	Order no.
120 V AC, (L, N) for injecting line power sensor and digital output power	IB IL 120 PWR IN-PAC	2861454
230 V AC, (L, N) for injecting line power sensor and digital output power	IB IL 230 PWR IN-PAC	2861535

*Needed after approximately 15 analog modules

ECO Line

Every inline ECO module is designed for a dedicated function, which reduces complexity and is more economical than configurable options.

Digital input and output terminals		
Digital I/O terminals with 1 to 32 channels supported by the ILC 2050 BI		
Digital inputs (DC)	Designation	Order no.
8 channels, 1 conductor, 24 V DC – ECO version	IB IL 24 DI 8/HD-ECO	2702792
16 channels, 3 conductors, 24 V DC (purchased in QTY of 4)	IB IL 24 DI 16-ME	2897156
Digital inputs (AC)	Designation	Order no.
1 channel, 2 conductors, 120 V AC	IB IL 120 DI 1-PAC	2861917
1 channel, 2 conductors, 230 V AC	IB IL 230 DI 1-PAC	2861548
Digital outputs (DC)	Designation	Order no.
8 channels, 1 conductor, 24 V DC – ECO version	IB IL 24 DO 8/HD-ECO	2702793
16 channels, 3 conductors, 24 V DC	IB IL 24 DO 16-ME	2897253
Digital outputs (AC)	Designation	Order no.
1 channel, 2 conductors, 120/230 V AC	IB IL DO 1 AC-PAC	2861920
4 channels, 3 conductors, 120/230 V AC, 1 A	IB IL DO 4 AC-1A-PAC	2861658
1 relay output, 24 V AC/230 V AC, 3 A	IB IL 24/230 DOR 1/W-PAC	2861881
2 relay outputs, 24 V AC/48 V AC, 2 A	IB IL 24/48 DOR 2/W-PAC	2863119
4 relay outputs, 24 V AC/230 V AC, 3 A	IB IL 24/230 DOR 4/W-PAC	2861878
4 relay outputs, 24 V AC/230 V AC, 10 A	IB IL 24/230 DOR 4/HC-PAC	2897716
Analog input and output terminals		
Analog I/O terminals with 1 to 8 channels supported by the ILC 2050 BI		
Analog inputs	Designation	Order no.
2 channels, current/voltage can be configured	IB IL AI 2/SF-PAC	2861302
2 channels, current/voltage can be configured, 12 bit	IB IL AI 2/SF-ME	2863944
4 channels, 4-20 mA, 12 bit – ECO version	IB IL AI 4/I/4-20-ECO	2702495
4 channels, 0-10 V, 12 bit – ECO version	IB IL AI 4/U/0-10-ECO	2702496
8 channels, current/voltage can be configured	IB IL AI 8/SF-PAC	2861412
Temperature inputs	Designation	Order no.
2 channels, RTD, can be configured	IB IL TEMP 2 RTD-PAC	2861328
4 channels, RTD PT100 – ECO version	IB IL RTD 4/PT100-ECO	2702499
4 channels, RTD PT1000 – ECO version	IB IL RTD 4/PT1000-ECO	2702501
4 channels, 0-10 V/RTD, can be configured	IB IL AI/TEMP 4 RTD-PAC	2897952
Analog outputs	Designation	Order no.
2 channels, 0-10 V, ± 10 V	IB IL AO 2/U/BP-PAC	2861467
4 channels, 4-20 mA – ECO version	IB IL AO 4/I/4-20-ECO	2702497
4 channels, 0-10 V – ECO version	IB IL AO 4/U/0-10-ECO	2702498
8 channels, voltage can be configured	IB IL AO 4/8/U/BP-PAC	2878036
Function terminals		
Interface modules interface to serial, DALI, M-Bus, and encoders, supported by the ILC 2050 BI		
Communication terminals	Designation	Order no.
RS-232, RS-485/422 serial communication, can be parameterized	IB IL RS UNI-PAC	2700893
RS-232 serial communication – ECO version	IB IL RS 232-ECO	2702795
RS-485 serial communication – ECO version	IB IL RS 485-ECO	2702141
DALI master including power supply unit	IB IL DALI/PWR-PAC	2897813
DALI master, extension	IB IL DALI-PAC	2897910
DALI master including power supply unit, multi-master capable	IB IL DALI/MM-PAC	2700605
M-bus master	IB IL MBUS-PAC	2701927
Counter terminals	Designation	Order no.
8-channel S0 encoder counters	IB IL DI 8/S0-PAC	2897020

Niagara 4 product overview

Niagara 4 is an open framework that provides the tools necessary for an easy integration of a building infrastructure management system. The ILC 2050 BI uses the Niagara 4 Framework and is licensed as a device core along with the associated maintenance.

The Niagara 4 Supervisor license is a server-based application that offers the ability to network multiple IP-based controllers. This creates a single, centralized management station for your entire system.



Niagara 4 license for ILC 2050 BI		
Core and I/O licenses	Designation	Order no.
5-device core, 250 points (requires maintenance)	NC4-250	2404194
10-device core, 500 points (requires maintenance)	NC4-500	2404195
25-device core, 1,200 points (requires maintenance)	NC4-1250	2404196
100-device core, 5,000 points (requires maintenance)	NC4-5000	2404197
200-device core, 10,000 points (requires maintenance)	NC4-10000	2404198
Maintenance licenses	Designation	Order no.
NC4-250 – 1-year extension or 18-month initial maintenance	NC4-250-SMA-1YR	2404204
NC4-250 – 3-year extension	NC4-250-SMA-3YR	2404205
NC4-250 – 5-year extension	NC4-250-SMA-5YR	2404206
NC4-500 – 1-year extension or 18-month initial maintenance	NC4-500-SMA-1YR	2404208
NC4-500 – 3-year extension	NC4-500-SMA-3YR	2404209
NC4-500 – 5-year extension	NC4-500-SMA-5YR	2404210
NC4-1250 – 1-year extension or 18-month initial maintenance	NC4-1250-SMA-1YR	2404212
NC4-1250 – 3-year extension	NC4-1250-SMA-3YR	2404213
NC4-1250 – 5-year extension	NC4-1250-SMA-5YR	2404214
NC4-5000 – 1-year extension or 18-month initial maintenance	NC4-5000-SMA-1YR	2404216
NC4-5000 – 3-year extension	NC4-5000-SMA-3YR	2404217
NC4-5000 – 5-year extension	NC4-5000-SMA-5YR	2404218
NC4-10000 – 1-year extension or 18-month initial maintenance	NC4-10000-SMA-1YR	2404221
NC4-10000 – 3-year extension	NC4-10000-SMA-3YR	2404222
NC4-10000 – 5-year extension	NC4-10000-SMA-5YR	2404223

Local I/O of the ILC 2050 BI are counted toward the points of a license.

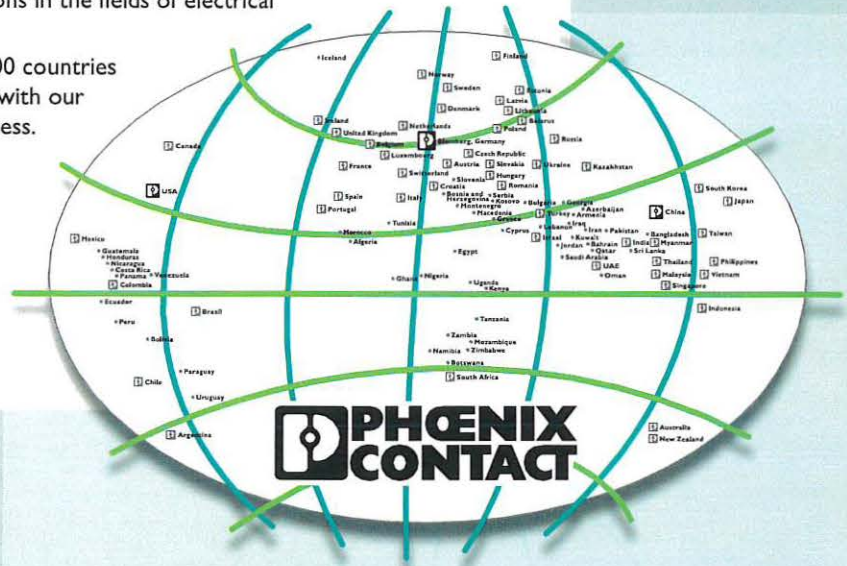
Niagara 4 Supervisor		
Supervisor licenses	Designation	Order no.
Supervisor with 0 Niagara network connections	SUP-0	2404065
Supervisor with 1 Niagara network connection	SUP-1	2404136
Supervisor with 10 Niagara network connections	SUP-10	2404165
Supervisor with 100 Niagara network connections	SUP-100	2404157
Supervisor with unlimited Niagara network connections	SUP-UNL	2404158
Maintenance licenses	Designation	Order no.
SUP-0 – 1-year extension or 18-month initial maintenance	SUP-0-SMA-1YR	2404175
SUP-0 – 3-year extension	SUP-0-SMA-3YR	2404176
SUP-0 – 5-year extension	SUP-0-SMA-5YR	2404177
SUP-1 – 1 year extension or 18-month initial maintenance	SUP-1-SMA-1YR	2404179
SUP-1 – 3-year extension	SUP-1-SMA-3YR	2404180
SUP-1 – 5-year extension	SUP-1-SMA-5YR	2404181
SUP-10 – 1-year extension or 18-month initial maintenance	SUP-10-SMA-1YR	2404183
SUP-10 – 3-year extension	SUP-10-SMA-3YR	2404184
SUP-10 – 5-year extension	SUP-10-SMA-5YR	2404185
SUP-100 – 1-year extension or 18-month initial maintenance	SUP-100-SMA-1YR	2404187
SUP-100 – 3-year extension	SUP-100-SMA-3YR	2404188
SUP-100 – 5-year extension	SUP-100-SMA-5YR	2404189
SUP-UNL – 1-year extension or 18-month initial maintenance	SUP-UNL-SMA-1YR	2404191
SUP-UNL – 3-year extension	SUP-UNL-SMA-3YR	2404192
SUP-UNL – 5-year extension	SUP-UNL-SMA-5YR	2404193

Ongoing communication with customers and partners worldwide

Phoenix Contact is a global, market leader based in Germany. Our group is known for its future-oriented components, systems, and solutions in the fields of electrical engineering, electronics, and automation.

With a global network reaching across more than 100 countries and 14,500 employees, we can stay in close contact with our customers, something we believe is essential to success.

The wide variety of our innovative products makes it easy for our customers to find future-oriented solutions for multiple applications and industries. We especially focus on the fields of energy, infrastructure, process, and factory automation.



You will find our complete product range at:
www.phoenixcontact.com

USA

PHOENIX CONTACT

P.O. Box 4100

Harrisburg, PA 17111-0100

Phone: 800-888-7388

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Website: www.phoenixcontact.com

Canada

PHOENIX CONTACT Ltd.

8240 Parkhill Drive

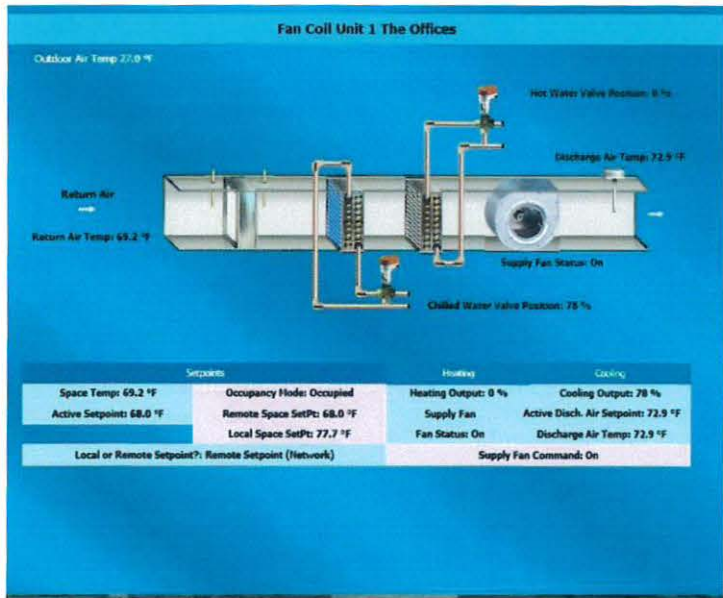
Milton, Ontario L9T 5V7

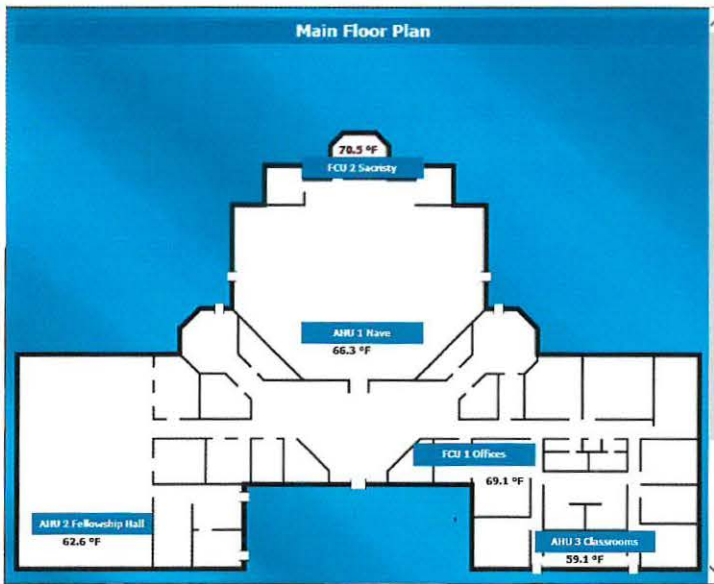
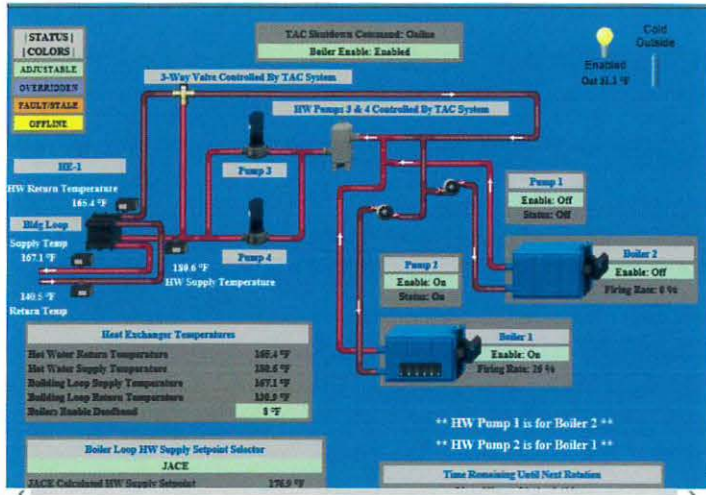
Toll Free: 800-890-2820

Phone: 905-864-8700

Fax: 905-864-7900

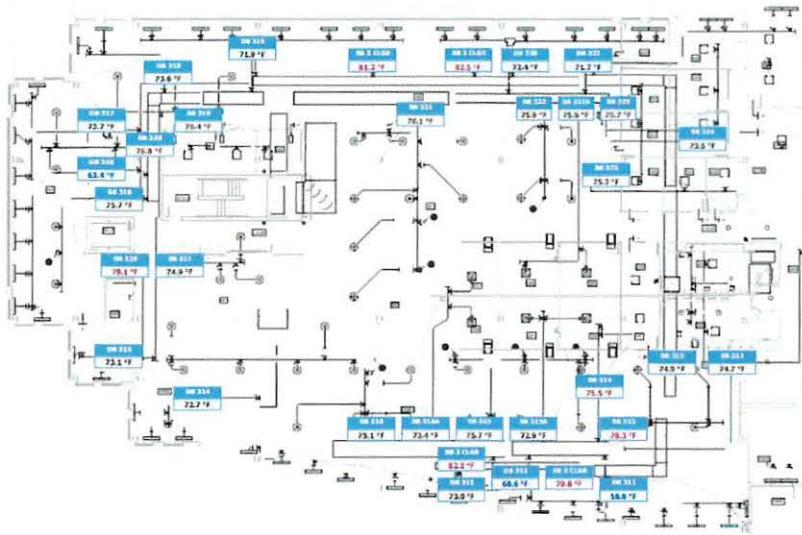
E-mail: cdinfo@phoenixcontact.ca





Home

3rd Floor West Floor Plan



Home

AC 2

General Alarms Alarm Relay 1: Normal Alarm Relay 2: Normal Alarm Relay 3: Normal	Fan Status Fan Status: On Dirtyability: Off Unit Mode: On	Cooling Status Cool Mode: Off Compressor 1 Status: Off Condense Status: Off Compressor 1: On/Off, 1:Auto: Auto Compressor Locked Out Via Digital Input: No Compressor 2 Status: Off Compressor 2: On/Off, 1:Auto: Auto	Space Temperature Setpoints Space Temperature Setpoint: 70.0 °F High Humidity Setpoint: 75.0 %RH Humidity Setpoint: 55.0 %RH Space Humidity: 72.8 %RH
--	---	--	--

SB 1-01 Discharge Air Temperature: 66.6 °F
 SB 1-02 Discharge Air Temperature: 65.9 °F
 DB 1-02 Discharge Air Temperature: 100.0 °F
 Ceiling Air Dampers: 22 %
 10% of the Ceiling Air = 22% Damper Opening

Discharge Air Temperature: 74.3 °F

Return Air Dampers: 76 %	Reheat Status Preheat Mode: Off Reheat Mode: Off Hot Gas Bypass is Operating: Off Hot Gas Reheat is Operating: Off Heat Pump Reversing Valve is in Heat Mode: Off	Humidification Status Humidification Mode: On Humidifier is Operating: On Dehumidification Mode: Off
--------------------------	---	--

Space Temperature Alarms Setup	
Space Temp Alarms Enable: Enable	Space Temp Alarm Inhibit Delay: 61.0 min
Space High Temp Alarm SetPoint: 78.0 °F	Space Temp Alarms Return to Normal Delay: 15.0 min
Space Low Temp Alarm SetPoint: 64.0 °F	Space High Temp Alarm Message: Space Temp is Too Hot
Space Temp Alarm Delay: 15.0 min	Space Low Temp Alarm Message: Space Temp is Too Cold

Space Humidity Alarms Setup	
Space Humidity Alarms Enable: Enable	Space Humidity Alarm Inhibit Delay: 0.1 min
Space High Humidity Alarm SetPoint: 80.0 %RH	Space Humidity Alarms Return to Normal Delay: 0.1 min
Space Low Humidity Alarm SetPoint: 40.0 %RH	Space High Humidity Alarm Message: Space Humidity is Too High
Space Humidity Alarm Delay: 0.1 min	Space Low Humidity Alarm Message: Space Humidity is Too Low

Discharge Air Temperature Alarms Setup	
Discharge Air Temp Alarms Enable: Enable	Discharge Air Temp Alarm Inhibit Delay: 60.0 min
Discharge Air High Temp Alarm SetPoint: 80.0 °F	Discharge Air High Temp Alarms Return to Normal Delay: 15.0 min
Discharge Air Low Temp Alarm SetPoint: 50.0 °F	Discharge Air High Temp Alarm Message: Discharge Air Temp Too High
Discharge Air Temp Alarm Delay: 15.0 min	Space Low Temp Alarm Message: Discharge Air Temp Too Low

[Back](#)

Home **Process Chiller and Pumps**

Setpoint from BMS: 47.0 °F	Unit is On: On	Use Status (See Legend Below): 1.00	Flow Meter: On
BMS On/Off: On	Remote On/Off: On	Outdoor Air Temperature: 70.4 °F	Flow Meter: Out GPM: 0.0 gpm
Enable Setpoint by BMS: On	Request Unit On by Keyboard: On		Flow Meter Min Range Set: 0.00
			Flow Meter Max Range Set: 850.00

Unit Alarm: Normal	Chiller Alarm: Unit Alarm: Normal	Circuit 1: Compressor 1 Circuit 1 Status: Off
General Alarm: Off	General Alarm: Off	Suction Pressure Circuit 1: 27.60
Active Alarm in Circuit 1: Off	Active Alarm in Circuit 1: Off	Suction Temperature Circuit 1: 41.2 °F
Active Alarm in Circuit 2: Off	Active Alarm in Circuit 2: Off	Discharge Pressure Circuit 1: 69.20
		Discharge Temperature Circuit 1: 34.7 °F

Process Pump Control: On-Off by BMS: On	Process Water Alarm: Alarm Stroke Light: Normal	Circuit 2: Compressor 1 Circuit 2 Status: Off
On-Off Unit State: On	Process Water High Alarm Test: 70.0 °F	Suction Pressure Circuit 2: 26.20
VFD Output 0-10V: 4.6 V	Process Water Low Alarm Setpoint: 40.0 °F	Suction Temperature Circuit 2: 45.1 °F
	Process Water High Alarm Test: Chilled Water Temp is Too Hot	Discharge Pressure Circuit 2: 26.20
	Process Water Low Alarm Test: Chilled Water Temp is Too Cold	Discharge Temperature Circuit 2: 35.6 °F

Secondary Pump A: Pump A Status: On	Process Water Supply Temp: 73.9 °F	Condenser Pump: Condenser 1 Status: On
Alarm VFD A: Normal	Pump Pressure Supply: 83.9 psig	Condenser Fan SetPoint Circuit 1: 113.00
	Pump Pressure Return: 26.5 psig	Condensing Temperature Circuit 1: 68.6 °F
	Delta P Control SetPoint: 64.0 psig	Condenser Fan Output Request Circuit 1: 44.00 %
	Pump Differential Pressure Output: 58.4 psig	Condenser 2 Status: On
		Condenser Fan SetPoint Circuit 2: 113.00
		Condensing Temperature Circuit 2: 40.5 °F
		Condenser Fan Output Request Circuit 2: 44.00 %
		Condenser Fan Command for Inverter Circuit 2: 44.00 %

Process Water Return Temp: 80.2 °F	Return Water to Chiller: 70.7 °F	Outlet From Chiller: 66.9 °F
Secondary Pump B: Pump B Status: Off		
Alarm VFD B: Normal		

[Back](#)

Home **HVAC 2 East Side of the Building Cooling Unit**

Alarm Display: InActive/Alarms	Outdoor Air Temp: 31.63 °F	Effective Occupancy: Off	Unit Mode: Econo	Occupancy Override: Off
Alarm Code: 0.00	Building Static Pressure: 0.25 inw.c			Space Temp: 72.2 °F
Warning Alarm: 0.00				Supply Air Temp: 64.06 °F
Problem Alarm: 0.00				
Clear Alarms: Normal				

Return/Exhaust Fan Speed: 100.00 %	Econo Position: 51.65 %	Dirty Filter Switch: Closed	Fan Speed: 64.17 %	Heat Capacity: 0.00 %	Duct Static Pressure: 1.71 inw.c	Cooling Capacity: 0.00 %
Return Air Humidity: 19.15 %			Fan Runtime: 19090.40 hr	Gas Heat Enabled	Discharge Air Temp: 64.06 °F	
Return Air CO2: 541.20 ppm	Return Air Temp: 72.24 °F			Heat Runtime: 3055.61 hr		

Economizer Status:	Fan Status:	Heating Status:	Cooling Status:
Economizer Capacity: 51.05 %	Supply Fan Speed: 64.17 %	Heating Hours: 3895.81 hr	Compressor 1 Hours: 4991.82 hr
Economizer Enable Percent-Ratio: 0.00 %	Supply Fan Hours: 19090.40 hr	Heating Capacity: 0.00 %	Compressor 2 Hours: 1810.41 hr
Economizer Hours: 8612.09 hr	Exhaust Fan Status: On	Heating Status: Enabled	Compressor 3 Hours: 4996.82 hr
Economizer Status: Enabled	Return/Exhaust Fan Speed: 100.00 %	Primary Heat Enable: -1.00	Compressor 4 Hours: 1811.89 hr
Economizer Enable: -1.00	Return/Exhaust Fan Hours: 19090.11 hr	Primary Heat Enable Percentage: 100.00 %	Compressor 5 Hours: 4996.82 hr
	Duct High Limit Switch: Closed		Compressor 6 Hours: 1810.41 hr
			Cooling Capacity: 0.00 %
			Cooling Status: Off/On
			High Pressure Circuit 1 Switch: Closed
			High Pressure Circuit 2 Switch: Closed
			Low Pressure Circuit 1 Switch: Closed
			Low Pressure Circuit 2 Switch: Closed

Supply Air Temperature: 64.06 °F	Space Temperature Low SetPoint: 72.0	Discharge Air Temperature Low SetPoint: 55.0	Humidity SetPoint: 47 %
Active Supply Air SetPoint: 63.97 °F	Space Temperature High SetPoint: 75.0	Discharge Air Temperature High SetPoint: 70.0	Return Air Humidity: 19.15 %
Duct Static Pressure: 1.71 inw.c	Average Space Temperature: 72.2 °F	Building Static Pressure: 0.25 inw.c	Max Dehumidification DAT SetPoint: 60.0 °F
Duct Static Pressure SetPoint: 1.73 inw.c	Calculated Discharge Air SetPoint: 63.93 °F	Building Static Pressure SetPoint: 0.62 inw.c	Min Dehumidification DAT SetPoint: 45.0 °F

Space Temperature Alarms Setup	
Space Temp Alarm Enable: Enable	Space Temp Alarm Inhibit Delay: 60.0 min
Space High Temp Alarm SetPoint: 78.0 °F	Space Temp Alarm Return to Normal Delay: 15.0 min
Space Low Temp Alarm SetPoint: 64.0 °F	Space High Temp Alarm Message: Space Temp is Too Hot
Space Temp Alarm Delay: 15.0 min	Space Low Temp Alarm Message: Space Temp is Too Cold

Discharge Air Temperature Alarms Setup	
Discharge Air Temp Alarm Enable: Enable	Discharge Air Temp Alarm Inhibit Delay: 60.0 min
Discharge Air High Temp Alarm SetPoint: 140.0 °F	Discharge Air Temp Alarm Return to Normal Delay: 15.0 min
Discharge Air Low Temp Alarm SetPoint: 40.0 °F	Discharge Air High Temp Alarm Message: Discharge Air Temp Too High
Discharge Air Temp Alarm Delay: 15.0 min	Space Low Temp Alarm Message: Discharge Air Temp Too Low

[Back](#)

RESOLUTION

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

WHEREAS The City of Plymouth operates a Recreation Department to help provide for the Public health and welfare, and

WHEREAS As a part of that Department, the City operates the Plymouth Cultural Center Ice Arena And meeting facility and that building operates on a Geo-Thermal system for heating, Air conditioning, hot water supply and ice arena temperature control, and

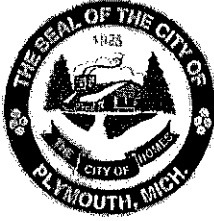
WHEREAS The current computer control system is approximately 10 years old and the vendor does Not service or support that unit any longer and there is a need to upgrade the computer Control systems to current technology, and

WHEREAS Due to the ice scheduling as well as the meeting room scheduling there is a need to Complete the upgrade schedule on a very tight timeline, and

WHEREAS The City did accept sealed bids for this project and two vendors submitted bids to Complete the project and the low bidder was Automated Energy System of Madison Heights in the amount of \$34,892.00 and the high bid was from Innovated Energy Controls of Howell in the amount of \$78,687.00.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the PCC Geo-Thermal Computer System replacement and award the bid to Automated Energy System of Madison Heights, Michigan in the amount of \$34,892.00.

BE IT FURTHER RESOLVED THAT the Expense for this project shall be charged to the Equipment Fund and it shall not have an impact on the General Fund.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: *S:\Manager\Sincock Files\Memorandum - Soccer Equipment Purchase 20 - 21 03-02-20.docx*
Date: February 26, 2020
RE: Soccer Equipment Bids – Fiscal 20 - 21

Background

Each year the City requests bids for a variety of soccer equipment. The revenue to make these purchases is generated by soccer registration fees. Each year we purchase a variety of jerseys, t-shirts, socks, soccer balls and flags for this program.

The City Administration has gone out to bid for these items and in addition to sending the notice to bid to over 1,400 people who have signed up on our e-bid list we also published a notice in the newspaper and mailed it out to area stores that specialize in soccer equipment. The only valid bidder is the Trading Post in Plymouth.

The bid from the Trading Post is valid and meets all our specific quality specifications. Trading Post is also one of the largest suppliers of this type of sports equipment in our area and has a long-standing tradition of excellent service and meeting the needs the Recreation Department. Using the locally owned Trading Post also presents a significant amount of efficiency for the Recreation Staff.

We have attached a memorandum from Steve Anderson from our Recreation Department as additional background information.

RECOMMENDATION:

The City Administration recommends that the City Commission accept the bids from the Trading Post, for soccer equipment for the 2020 - 21 Fiscal Year. We have attached a proposed Resolution for the City Commission to consider regarding this purchase. The purchases are budgeted in the Parks and Recreation Fund and are routine expenses for the soccer programs. Should you have any questions in advance of the meeting please feel free to contact either Steve Anderson or myself.



CITY OF PLYMOUTH

www.plymouthmi.gov

Recreation Department
Plymouth Cultural Center
525 Farmer
Plymouth, MI 48170

Phone 734-455-6620

Memo

To: Paul Sincok, City Manager
From: Steve Anderson, Recreation Director 
CC:
Date: 2/25/2020
Re: Soccer Equipment Bid Recommendation 2020-2021 Budget Year

As you are aware, we have once again gone out for bids on the soccer equipment that is required to conduct the youth soccer program that serves over 800 children of the community. The bids are sent out to begin the new budget year that also coincides with the beginning of the soccer seasonal year. The bid includes player's jerseys, goalkeeper's jerseys, socks, size 3, 4 & 5 soccer balls, practice cones and corner flags. The bid opening was attended by me and Sue Campbell.

Tom Alexandris posted the bids on-line and sent out the usual e-mail blast and vendor distribution e-mail listing.

The purchase of this soccer equipment is offset by the registration fees collected during the months of June and January. The expenditure comes from the Recreation Fund account number 208-754-740.000.

The bid summary for the jerseys and equipment as well as the bid specifications are attached.

This year we have received just one bid for the soccer gear for 2020-2021 budget year. The lone bidder for this year is the Plymouth Trading Post of Plymouth Township, MI.

Although the Trading Post was the only bidder, they have traditionally been the lowest bidder for decades and have always given us excellent and timely service. In addition, past City Commissions have encouraged supporting our local small businesses whenever possible.

After reviewing the soccer equipment bid pricing, I would like to recommend that the bid be awarded the Plymouth Trading Post of Plymouth, MI.

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

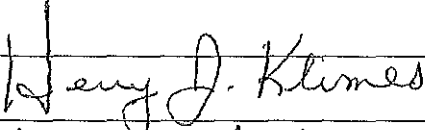
City of Plymouth Proposal Form Soccer Equipment Bid – Feb. 22, 2020

- Please provide pricing for equipment in table below
- Completed Non-Collusion Affidavit
- Submit three (3) copies of the proposal form

Bid Pricing	
List per unit bid for all items listed.	
Prottime – Memphis Youth Size Jersey per unit with patch and numbers as specified.	\$ 15. <u>65</u>
Prottime – Memphis Adult Size Jersey per unit with patch and numbers as specified.	\$ 16. <u>90</u>
Prottime "All Sport" Sock Pair – (Black)	\$ 3. <u>30</u>
Select Classic - Soccer Balls (White) Sizes – 3, 4 & 5	\$ 11. <u>50</u>
Corner Flags – Bicycle Type - 100 - 125 Qty	\$ 3. <u>75</u>

Bidder Company Name:	PLYMOUTH TRADING POST
Address:	1009 W. ANN ARBOR RD.
Phone Number:	(734) 453. 0022
Fax:	(734) 453. 1327
Email Address:	TPSPORTS00@GMAIL.COM
Contact Person:	HENRY J. KLIMES

I affirm that I have the authority to submit this bid to the City of Plymouth for the items specified on the attached sheet. I propose to supply the materials and labor to the City as outlined in this proposal in a timely manner.

Signature of Authorized Agent:	
Printed Name of Authorized Agent:	HENRY J. KLIMES
Date:	2/13/2020



NOTICE TO BIDDERS CITY OF PLYMOUTH



Notice is hereby given that the City of Plymouth, Michigan will accept sealed bids up until 10:00 a.m., Thursday, Feb. 20, 2020. The bid opening will be at 10:15 a.m., Thursday, Feb. 20, 2020 for the following:

PURCHASE OF SOCCER EQUIPMENT FOR THE 2020 / 2021 BUDGET YEAR

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

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

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

2020/2021 Budget Year Soccer Equipment Bid Specifications

"Alternate" Jersey & Sock Bids Will NOT Be Accepted.

Jerseys

Prottime Soccer Jersey – Style: Memphis (#3004)

Color: Assortment of no less than 8 different colors and must be available in Black with White Trim and Silver with White Trim.

- * Heat transfer numbering in white or black on the back.
- * Single and double-digit numbering.
- * 6-inch numbers
- * Plymouth City "Mayflower" logo - flock iron-on patch on front center chest.
- * Jerseys bagged together in teams at delivery.
- * Sizes ranging from Youth Small to Adult Large
- * **Quantity from 650 - 900 jerseys**

Prottime Soccer Jersey – Style: Memphis (#3004)

Color: – Lime with Black trim

THIS JERSEY WILL BE THE GOAL KEEPERS JERSEY.

- * No Numbering on back.
- * Plymouth City "Mayflower" logo - flock iron-on patch on front.
- * Sizes ranging from Youth Med to Adult Large
- * **Quantity from 40 - 70 jerseys**

Socks

Prottime "All Sport" Sock Pair BLACK, Quantity 650-900. Sizes appropriate to age division.

Soccer Balls

Select – Classic (White) Quantity 100 – 200 in sizes 3, 4 & 5

Corner Flags

Bicycle Type - Quantity 80 -120

- *** Bid Winner must be able to supply all items listed on a year round basis.**
- *** Complete Order to be filled within 3 weeks of order placement.**
- *** Order to be bagged in Teams at delivery**
- *** Sample products to be presented upon request of the Recreation Department Representative before final bid acceptance.**

City of Plymouth Proposal Form Soccer Equipment Bid – Feb. 20, 2020

- Please provide pricing for equipment in table below
- Completed Non-Collusion Affidavit
- Submit three (3) copies of the proposal form

Bid Pricing List per unit bid for all items listed.	
Protime – Memphis Youth Size Jersey per unit with patch and numbers as specified.	\$
Protime – Memphis Adult Size Jersey per unit with patch and numbers as specified.	\$
Protime "All Sport" Sock Pair – (Black)	\$
Select Classic - Soccer Balls (White) Sizes – 3, 4 & 5	\$
Corner Flags – Bicycle Type - 100 - 125 Qty	\$

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

I affirm that I have the authority to submit this bid to the City of Plymouth for the items specified on the attached sheet. I propose to supply the materials and labor to the City as outlined in this proposal in a timely manner.

Signature of Authorized Agent:	
Printed Name of Authorized Agent:	
Date:	

RESOLUTION

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

WHEREAS The City offers a soccer program to help promote the public health and welfare
And to promote the benefits of a parks and recreation program, and

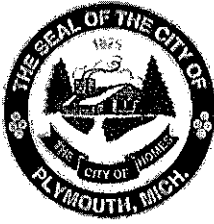
WHEREAS Each year it is necessary to purchase a variety of soccer equipment in order to
Operate the program each year, and

NOW THEREFORE BE IT RESOLVED that the City Commission of the City of Plymouth does hereby accept as the lowest best bid the bid from Plymouth Trading Post for a variety of soccer equipment for the 2019 - 20 Fiscal Year as follows:

PLYMOUTH TRADING POST:

Prottime – Youth Size Jerseys	\$15.65 each
Prottime – Adult Size Jerseys	\$16.90 each
Prottime “All Sport” Sock Black	\$ 3.30 per pair
Select Classic – Soccer Balls	\$11.50 each
Corner Flags – Bicycle Type	\$ 3.75 each

Funding for these purchases is authorized from the Recreation Fund. The City Commission further rejects all other bids for these products.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: *S:\Manager\Sincock Files\Memorandum - Emergency Purchase Water Main Repairs - 03-02-20.docx*
Date: February 26, 2020
RE: Emergency Repairs to Water System

Background

In early December we notified the City Commission of a water main break that would require the use of an outside contractor to make repairs. As City Manager, I authorized the emergency use of a contractor to complete the work. This was a difficult repair from several different perspectives, including depth, water content of soil, difficulty in "finding" the leak.

Ultimately, we discovered two bad valves within the systems for the Daisy Square Project area. It was highly unusual to have a valve break in the way that it broke, but then to have two valves break in the same manner was even more unusual.

It took a long time to complete repairs as the site had to be dewatered before we could move forward with the repairs. We have been billed by the contractor and the billing and documentation is reasonable for the work that they performed.

We have attached a memorandum from the Department of Municipal Services related to this matter.

Recommendation

The City Administration recommends that the City Commission confirm the emergency purchase authorization of the City Manager for emergency repairs to the water system. Funding for this purchase will be from the Water Fund and will not impact the General Fund.

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

Sincock, Paul

From: Sincock, Paul
Sent: Tuesday, December 10, 2019 7:57 AM
To: Commissioner Deal, Suzi; Commissioner Krol, Ed; Commissioner O'Donnell, Kelly; Commissioner Sebastian, Tony; Commissioner Thomey, Marques; Commissioner/Mayor Pro-Tem Moroz, Nicholas; Commissioner/Mayor Wolcott, Oliver; Marzano, Bob
Subject: Possible Emergency Repairs to Water main on Hamilton and Red Ryder

Just a quick heads up related to a water main break near Hamilton and Red Ryder. The depth of the water main is an issue for us as we do not have equipment that can go that deep safely. We have been in contact with a couple of contractors related to searching for and making repairs to the water main. There is no issue with the security of the water system and the system remains at full pressure and the new PRV vales at the supply from the GLWA System remains totally operational and water pressures are not affected by this leak. I have attached brief summary of the situation and we will keep you posted as we progress.

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

PJS

Here is a brief summary of the "water main break" on Hamilton and Red Ryder.

On Thursday, December 5th Mark Verrot was at the intersection of Hamilton and Red Ryder completing a MISSDIG marking request. He was pulling lids on the storm system to verify the pipe layout and noticed the sound of rushing water. He called me to assist him in tracing the source of the rushing water. We discovered a significant stream of water into the primary chamber of the debris collector on the storm system, the water is under pressure and is gushing through a narrow opening between the incoming pipe and the wall of the chamber. The interior of the chamber smells strongly of chlorine, a sample was taken and a field chlorine test proved positive for chlorine. The water main gate well and the d-boxes for the two Daisy Square buildings adjacent to the location were opened and no flowing water was observed. The gate valve at the location measures from the pipe to the ground over 10 feet deep. The storm main leading through the area to the debris collector where the rushing water was observed is a 30" pipe and crosses over the water main. Currently the water is not making its way to the ground surface and there is no indication on the surface of where the water main is leaking. The valves in the area were operated today, Monday December 9th and the flow of water did not appear to change significantly. The ground is saturated and water may be travelling along the pipes making finding the leak more difficult.

Due to the depth, size of the crossing pipe and other utilities in the expected area of impact and the saturated ground, we have reached out to some local contractors to do the water main break repairs. We have Bidigare and CI Contracting currently giving us quotes.

Let me know if you need any other info or if you have any questions.

Adam



Department of Municipal Services

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

Date: February 25, 2020
To: Paul Sincock, City Manager
From: Chris S. Porman, Director of Municipal Services
Adam Gerlach, Assistant Director of Municipal Services
Re: Emergency Repair – Water Main Break - Red Ryder (Daisy Square Townhomes)

Background

In December 2019, city staff discovered a significant flow of water in the storm sewer system at Hamilton and Red Ryder during a routine inspection. Upon further investigation, the flow of water was found to be coming from the water main on Red Ryder. Due to the depth of the water main (over 10' deep), size of the adjacent storm water pipe (30" diameter) and other utilities (Gas, Fiber, Electric) in the expected area of impact and the heavily saturated ground (residents reported that the water had been running for over a month), we reached out to some local contractors to perform the repairs on what was assumed at the time to be a water main break.

The contractor that provided the best price and ultimately performed the repairs was CI Contracting of Brighton, MI. It should be noted that CI Contracting has been a subcontractor to Pro-Line Asphalt during the street infrastructure improvement program for the last few years and City staff has enjoyed a positive working relationship with them.

We began the work on December 11, and due to the extremely saturated soils, a temporary well pump was installed to dewater the ground. Work resumed on December 12 with CI Contracting replacing a failed gate valve. Gate valves are the water system components that are used to isolate sections of water main or buildings throughout the City. After the valve replacement, water was discovered to continue to be leaking from upstream. An additional valve was discovered to have failed and was replaced on January 13, both valves appear to have been installed around the same time and from the same manufacturer. All in all it was discovered to be two failed gate valves and not the main itself that was causing the flow of water.

Recommendation

I recommend that we seek confirmation from the City Commission to approve the invoice in the amount of \$18,815.00 to CI Contracting for the repairs to the water main on Red Ryder. CI Contracting performed the job safely and efficiently and worked well with City staff. Funds for the repair will be paid from the Water/Sewer Fund. Emails sent previously regarding this emergency repair are attached for reference.

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



Jan McGuire Dr. Suite B
 Brighton, MI 48116
 Ph. (248) 446-9601
 Fax (248) 446-9604

Period Through:
 Date: 1/30/2020
 Certificate No.: 1

PAYMENT SCHEDULE

PROJECT: Plymouth Water Main Break
 PLYMOUTH, MI

ITEM NO.	DESCRIPTION	BID QUANTITY	UNITS	UNIT PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QTY. TO DATE AST ESTIMATE	TOTAL QTY. TO DATE	TOTAL AMT. TO DATE
	Water Main Break at Red Ryder								
	Labor, Materials and Repair	17	Hrs	\$710.00/Hr	17	\$ 12,070.00		17	\$ 12,070.00
	Work done of 1/13/2020								
	Labor, Materials and Repair	9.5	Hrs	\$710.00/Hr	9.5	\$ 6,745.00		9.5	\$ 6,745.00
	Total Amount Earned	\$ 18,815.00							
	Less Retainage	\$ -							
	Total Allowed	\$ 18,815.00							
	Less Previous Payments	\$ -							
	Total Amount Due	\$ 18,815.00							

\$ 18,815.00 \$ 18,815.00

Kevin Irrer President 1/30/2020

Gerlach, Adam

From: Gerlach, Adam
Sent: Monday, December 09, 2019 3:08 PM
To: Sincock, Paul
Subject: Water main on Hamilton and Red Ryder

Hi Paul,

Here is a brief summary of the "water main break" on Hamilton and Red Ryder.

On Thursday, December 5th Mark Verrot was at the intersection of Hamilton and Red Ryder completing a MISSDIG marking request. He was pulling lids on the storm system to verify the pipe layout and noticed the sound of rushing water. He called me to assist him in tracing the source of the rushing water. We discovered a significant stream of water into the primary chamber of the debris collector on the storm system, the water is under pressure and is gushing through a narrow opening between the incoming pipe and the wall of the chamber. The interior of the chamber smells strongly of chlorine, a sample was taken and a field chlorine test proved positive for chlorine. The water main gate well and the d-boxes for the two Daisy Square buildings adjacent to the location were opened and no flowing water was observed. The gate valve at the location measures from the pipe to the ground over 10 feet deep. The storm main leading through the area to the debris collector where the rushing water was observed is a 30" pipe and crosses over the water main. Currently the water is not making its way to the ground surface and there is no indication on the surface of where the water main is leaking. The valves in the area were operated today, Monday December 9th and the flow of water did not appear to change significantly. The ground is saturated and water may be travelling along the pipes making finding the leak more difficult.

Due to the depth, size of the crossing pipe and other utilities in the expected area of impact and the saturated ground, we have reached out to some local contractors to do the water main break repairs. We have Bidigare and CI Contracting currently giving us quotes.

Let me know if you need any other info or if you have any questions.

Adam

Gerlach, Adam

From: Gerlach, Adam
Sent: Tuesday, December 17, 2019 5:35 PM
To: Porman, Chris; Sincock, Paul
Subject: Project status

Good Afternoon,

Here are the project updates:

1. Main and Linden = underground repair complete, "super high early" concrete has been poured and blanketed, concrete to cure for +/-3 days prior to traffic loading, road is closed at this time, road to be opened and all barricades/detours removed on Friday. Anticipate billing to be close to original estimate.
2. Main and Amelia = underground repairs complete, road base is prepped, concrete to be poured tomorrow (Wednesday AM), only one lane Northbound is closed at this time, anticipate road reopen late Friday/early Saturday. Anticipate billing to be close to original estimate.
3. Red Ryder WMB = 3" valve to building #1 was replaced, valve appeared to be defective and was leaking (spraying water out of the upper part of the valve body). After the valve replacement, water was discovered to continue to be leaking within hours by a resident. The water is currently being pumped out of the ground to help dewater the area, the electrician installed a temporary electrical service from Daisy Square Townhouse Building #1 to power a sump pump installed in the water gate valve structure today. Leak detection was completed on water main on Red Ryder yesterday, a possible leak was found in the area of the mailbox/tree #3 (this is approx. 30 feet East of the previous dig locations). Additionally, the Storm sewer was televised today to attempt to determine location of WMB, TV footage indicate water under pressure infiltrating into storm sewer primarily in the area of the mailbox. Due to conflicts between the Storm sewer and the depth of the water main the repair will need to be performed by the contractor with an excavator. Contractor schedule will be determined tomorrow, due to the holidays the repair on the leak may not occur until after the new year. Current estimate for cost expended is \$10,000-12,000. Estimate for further expense is an additional \$10,000.

Let me know if you have any other questions.

Adam

RESOLUTION

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

WHEREAS The City of Plymouth operates a water system to protect the public health and safety, and

WHEREAS There was a break in the system causing water loss and this was investigated and found to be beyond the scope of the ability for the City's Department of Municipal Services to repair, without specialized equipment, and

WHEREAS The City Manager in accordance with the City Charter the City Manager has reported to the City Commission the results of the emergency authorization for repairs to the water system, and

WHEREAS The City Manager has reported to the City Commission and now seeks confirmation of emergency work that was completed to the City's water system.

NOW THEREFORE BE IT RESOLVED THAT THE City Commission of the City of Plymouth does hereby confirm and authorize the emergency repairs to the City's water system near Hamilton and Red Ryder Streets and authorizes payment to CI Contracting of Brighton, Michigan in the amount of \$18,815.00 for repairs to the water system.

BE IT FURTHER AUTHORIZED THAT payment for this purchase of services is authorized from the City's Water Fund and shall have no impact on the General Fund.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Air Duct Cleaning Bid 03-02-20.docx
Date: February 28, 2020
RE: Air Duct Cleaning at City Hall & Municipal Services

Background

The last time that the air ducts to City Hall were cleaned was in 2008, prior to that we are not aware of any cleaning of the air duct system. The City Administration has gone out for sealed bids for this project and there were three vendors who responded.

The bids for this project ranged from a low of \$10,500 to a high of \$19,475. In 2008 the bids ranged from a low of \$9,350 to a high of \$33,900. The proposals have all been reviewed and checked. In addition, the vendors are aware of the situations here in the building as well as our 24-hour operations.

We have attached a memorandum from the Department of Municipal Services who coordinated this bid procedure which should provide additional background information. It should be noted that we would recommend that we also accept the alternative scope of work for the Municipal Services Yard in the amount of \$3,100, but have that work completed in Fiscal Year 2020 – 21.

RECOMMENDATION:

The City Administration recommends that the City Commission authorize a contract with B Clean Air Maintenance in the amount of \$10,500 for City Hall in the current fiscal year and an additional \$3,100 for work at the Department of Municipal Services in the amount of \$3,100 for work in Fiscal Year 2020 - 21. We have attached a significant amount of detail related to this project. We have attached a proposed Resolution for the City Commission to consider regarding this matter.

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



Department of Municipal Services

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

Date: Wednesday, February 26, 2020
To: Paul J. Sincock, City Manager
From: Chris S. Porman, Director of Municipal Services
Chris Helinski, Assistant Director of Operations, DMS
Re: HVAC Cleaning bid for City Hall

Background:

The Department of Municipal Services has gone out to bid on HVAC cleaning for City Hall. The last time this was cleaned was roughly the Spring of 2008. In the 10 plus years since the last cleaning, there has been an excessive dust build up in the system and around the registers and vents.

As part of the process, we put together a mandatory pre-bid walk-thru with each of the prospective contractors interested in bidding on this contract. During the meetings, we explained the layout of the air handling units and the duct work. In addition, we supplied the mechanical plans for the building as it stands. We also talked about our expectations during the cleaning process; it cannot affect employees working or our hours of business to the public.

Four prospective companies were represented at the pre-bid walk-thru and three companies submitted bids for the scope of work outlined in the bid documents at the bid opening. After reviewing the bid pricing for the expected work for the year, Bclean Air Maintenance Services LLC of Dearborn Heights was the lowest bid. Bclean submitted pricing for locations except for an additional roof top unit above the FD locker room. After talking with them they have agreed to do this unit for the same pricing as submitted since it has such a small footprint. We also asked all the bidders to supply an additional price for cleaning the two residential style HVAC units in the front and back office area of the Municipal Services Building as they have not been cleaned in at least 15 years.

We have checked the references that Bclean supplied and they gave us a favorable response as to the professional, quality, and prompt way the work was conducted. They were also complimentary on their ability to work after hours.

Recommendation:

We are recommending that the City Commission approve the contract for Bclean Air Maintenance Services LLC in a total amount not to exceed \$13,600. This price would include the cleaning of City Hall for the amount of \$10,500, and the additional units at the DMS building for \$3,100.

Should you have any questions please feel free to contact either one of us.



4426 Syracuse Street - Dearborn Heights, MI 48125
Phone (313) 918-9413

Proposal Number
10083

Maureen Brodie, CMC
City Clerk
City of Plymouth
201 S Main
Plymouth, MI, 48170

RE: City of Plymouth City Hall – Air Duct Cleaning

1. DESCRIPTION OF WORK:

Bclean Air Maintenance Services LLC will supply all required supervision, labor, equipment, and materials to clean 5 HVAC systems located at 201 S. Main.

2. AREA & SCOPE OF WORK: Applies to each system

- a. Using access points from previous air duct cleaning connect have system to negative air machines. Place entire system under negative pressure.
- b. Prepare work areas appropriately with poly sheeting for protection.
- c. Access duct work through drop ceiling. Remove registers/diffusers throughout work area. HEPA vacuum any heavy debris.
- d. Using Cobra cable and air whip tools, agitate debris throughout duct work.
- e. Seal all access points with 26 gauge precut sheet metal or reuse original access panel.
- f. All registers/diffusers will be cleaned then reinstalled.
- g. Clean AHU internal surfaces, components, and condensate collectors and drains.
- h. Clean all coils and related components, including evaporator fins.
- i. Photo document entire process from the start of cleaning to finish.
- j. Provide a post report and private Dropbox photo link containig all job site photos to client.

3. PRICE:

Ten Thousand Five hundred dollars.....\$10,500.00

4. INSURANCE COVERAGE:

\$1 Million General Liability

5. SPECIAL CONDITIONS AND PAYMENT TERMS:

- a. All work will be conducted under current Federal, State and local guidelines.



4426 Syracuse Street - Dearborn Heights, MI 48125
Phone (313) 918-9413

Proposal Number
10084

Maureen Brodie, CMC
City Clerk
City of Plymouth
201 S Main
Plymouth, MI, 48170

RE: City of Plymouth Department of Services Municipal Services– Air Duct Cleaning

1. DESCRIPTION OF WORK:

Bclean Air Maintenance Services LLC will supply all required supervision, labor, equipment, and materials to clean the two HVAC air duct systems at 1231 Goldsmith.

2. AREA & SCOPE OF WORK:

- a. Create accesses on main duct trunks to connect negative air machines. Place entire Hvac system under negative pressure.
- b. Prepare work areas appropriately with poly sheeting for protection.
- c. Access duct work through drop ceiling. Remove registers/diffusers throughout the office and work area. HEPA vacuum heavy debris.
- d. Using Cobra cable and Air whip tools, agitate debris throughout duct work.
- e. Clean AHU internal surfaces, components, and condensate collectors and drains.
- f. Clean all coils and related components, including evaporator fins.

- g. Seal access points with 26 gauge precut sheet metal via NADCA, industry, and state guidelines. New panels will not match existing conditions. All new panels will be unfinished. All finishes to be completed owner.
- h. Photo document entire process from the start of to finish.
- i. Provide a post cleaning report and private DropBox photo link containing all job site photos to client.

3. PRICE:

Three Thousand One hundred dollars\$3,100.00

4. INSURANCE COVERAGE:

\$1 Million General Liability

Proposal Form
 City of Plymouth
 Air Duct Cleaning – City Hall

- Attended Mandatory Walk-Through of Facility
- Completed/Signed Vendor Information Form
- Completed/Signed Non-Collusion Affidavit
- Completed all portions of the bid
- Completed/Signed the Proposal Form
- Provided description of bidder's organization
- Provided References – Minimum of 3 (Preferably governmental entities)
- Attach a detailed written description of work to be completed
- Attach Copy of Proof of Insurance
- Attach Bid/Performance Bond (see section under general guidelines)
- Provided **3 copies** of complete proposal

The Undersigned, having reviewed the bid specifications, hereby proposes to provide the requested services to the City of Plymouth in a manner satisfactory to the City in accordance with all specifications, terms and conditions contained in this bid document.

(Required) Air Duct Cleaning – City Hall

Cleaning of Duct Work, et al.	\$ <u>10,500⁰⁰</u>
Sanitizing Duct Work	\$ <u>N/A</u>
Total Cost	\$ <u>10,500⁰⁰</u>

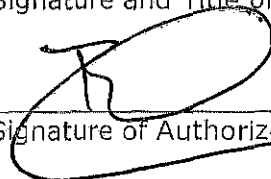
Duration of Project (Days) 5

(Optional) Alternate Proposal for Air Duct Cleaning with explanation – *Municipal Service*

Cleaning of Duct Work, et al.	\$ <u>3100⁰⁰</u>
Sanitizing Duct Work	\$ <u>N/A</u>
Total Cost	\$ <u>3100⁰⁰</u>

Duration of Project (Days) 2

Signature and Title of Authorized Vendor Representative:



 Signature of Authorized Agent

Bclean Air Maintenance Services

 Printed Name of Company

Bryan Montroy

 Printed Name of Authorized Agent

1-26-2020

 Date

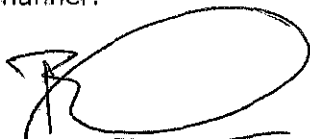
*** END OF PROPOSAL FORM ***

VENDOR INFORMATION FORM

Vendor	Belean Air Maintenance
Address	26797 Van Born rd.
	Taylor, Michigan 48180
Phone Number	313-918-9413
Fax Number	
Email Address	Bryan.beleanairllc@gmail
Vendor Contact	Bryan Montroy

Contact after bid submittal will be via email to the bidders, to keep them apprised of the status of the bid selection.

I affirm that I have the authority to submit this bid to the City of Plymouth for the equipment and installation of said equipment, specified on the attached sheet. We propose to supply and install the equipment to the City as outlined in this proposal in a timely manner.



Signature of Authorized Agent

Bryan Montroy
Printed Name of Authorized Agent

1-26-2020
Date

AFFIDAVIT OF NONCOLLUSION

STATE OF Michigan
COUNTY OF Washtenaw

_____ being first duly sworn deposes and says that he is

Title (of) Owner
Corporation Belean Air Maintenance Services LLC

submits herewith to the City of Plymouth a proposal for Air Duct Cleaning – City Hall and certifies:

That all statements of fact in such proposal are true;

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

That such proposal is genuine and not collusive or sham;

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

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

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

Firm Name _____


Signature of Bidder _____

Date Apr 26 2020



26797 Vanborn - Taylor, MI 48180
Phone (313) 918-9413

Bclean Air Maintenance Services LLC is Michigan's premier air duct cleaners. Proudly based out of Taylor, Michigan we have been operating independently for 3 years with over 30 years of experience. We offer full air maintenance services for both residential and commercial properties. Some of the services we provide are air duct cleaning, new construction, and complete remediation. Bclean is operated under strong values aimed at exceeding client needs.

References

1. St. Clair Shores police department. Project: Air duct cleaning in shooting range. Lead removal. (586)445-5300 or (313)304-3550
2. City of Taylor. Project: Multi-unit Rooftop cleaning. (734)968-0846
3. Eastpoint housing commission: Multi-unit dryer vent cleaning. (586) 873-6410
4. Great lakes water authority: Multi-floor cleaning. (313)970-2872
5. Future Vision and Environmental.(248)525-7450



BCLEA-1

OP ID: KK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/14/2020

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

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

PRODUCER Oakland Insurance Agency 8031 M-15, Ste. 100 Clarkston, MI 48348 Dino Mattei	248-647-2500	CONTACT NAME: PHONE (A/C, No, Ext): 248-647-2500 FAX (A/C, No): 248-647-4689 E-MAIL ADDRESS: certrequest@oaklandinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Selective Ins Co of America INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 12572
INSURED Bclean Air Maintenance Service 4426 Syracuse Dearborn Heights, MI 48125		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			S 2281462	09/06/2019	09/06/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Equipment Floater			S 2281462	09/06/2019	09/06/2020	Limit 60,000 One Item 15,000

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

CERTIFICATE HOLDER For Bidding Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>John J. Mowney</i>



NOTICE TO BIDDERS



Notice is hereby given that the City of Plymouth, Michigan will accept sealed bids up until 10:00 a.m., Monday, January 27, 2020. The bid opening will be at 10:00 a.m., Monday, January 27, 2020 for the following:

AIR DUCT CLEANING – CITY HALL

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

A bid bond, certified check or cashier's check, in an amount equal to 10% of the bid submitted, must accompany each proposal as security to assure the bidders acceptance of the contract within ten (10) days from the date of award.

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

Maureen Brodie, CMC
City Clerk
City of Plymouth

SCOPE:

The scope of work for this project will include cleaning of all HVAC ductwork and accessories at the City of Plymouth, City Hall. Physical Address – 201 S Main, Plymouth, MI 48170. The extent of ductwork to be cleaned shall be determined by review of available construction documents and field verification.

The Contractor shall be responsible for the removal of visible surface contaminants and deposits from within the HVAC system in strict accordance with these specifications.

The HVAC system includes any interior surface of the facility's air distribution system for conditioned spaces and/or occupied zones. This includes all Heating, Ventilating and Air Conditioning systems from the points where the air enters the system to the points where the air is discharged from the system. The return air grilles, return air ducts to the air handling unit (AHU), interior surfaces of the AHU, mixing box, coil compartment, condensate drain pans, supply air ducts, fans, fan housing, fan blades, turning vanes, filters, filter housings, reheat coils, and supply diffusers are all considered part of the HVAC system. The HVAC system may also include other components such as dedicated exhaust and ventilation components and make-up air systems.

Building Size – 22,660 Square Feet
4 Air Handling Units
2 Floors & Full Basement

PLEASE NOTE:

The City of Plymouth has developed these specifications in anticipation of a complete cleaning of all HVAC ductwork and accessories. The last complete cleaning took place in the spring of 2008. Vendors can provide an alternative bid for the City's consideration that would provide for a modified cleaning proposal.

MANDATORY WALK-THROUGH:

All interested parties must set up a required walk-through of the facility during the week of January 12, 2020 on a date and time which is mutually suiting for both parties. The physical address is 201 S Main, Plymouth, MI, 48170. No bid will be accepted by a vendor that has not participated in a walk through. All currently available plans of the Heating and Air Condition system will be provided at that time.

QUALIFICATIONS OF THE HVAC SYSTEM CLEANING CONTRACTOR:

The HVAC system cleaning contractor shall be a certified member of the National Air Duct Cleaners Association (NADCA), or shall maintain membership in a nationally recognized nonprofit industry organization dedicated to the cleaning of HVAC systems.

The HVAC system cleaning contractor shall have a minimum of one (1) Air System Cleaning Specialist (ASCS) certified by NADCA on a full time basis, or shall have staff certified by a nationally recognized certification program and organization dedicated to the cleaning of HVAC systems.

A person certified as an ASCS by NADCA, or maintaining an equivalent certification by a nationally recognized program and organization, shall be responsible for the total work herein specified.

The HVAC system cleaning contractor shall submit a list of projects where they have performed HVAC system cleaning services. Bids shall only be considered from firms which are regularly engaged in HVAC system maintenance with an emphasis on HVAC system cleaning and decontamination.

Equipment, Materials and Labor

The HVAC system cleaning contractor shall possess and furnish all necessary equipment, materials and labor to adequately perform the specified services.

1. The contractor shall assure that its employees have received safety equipment training, medical surveillance programs, individual health protection measures, and manufacturer's product and material safety data sheets (MSDS) as required for the work by the U.S. Occupational Safety and Health Administration, and as described by this specification.
2. The contractor shall maintain a copy of all current MSDS documentation and safety certifications at the site at all times, as well as comply with all other site documentation requirements of applicable OSHA programs and this specification.
3. The contractor shall submit to the owner all Material Safety Data Sheets (MSDS) for all chemical products proposed to be used in the cleaning process.

Licensing

The HVAC system cleaning contractor shall provide proof of maintaining the proper license(s), if any, as required to perform this type of work. Contractor shall comply with all Federal, state and local rules, regulations, and licensing requirements.

STANDARDS:

NADCA Standards

The HVAC system cleaning contractor shall perform the services specified here in accordance with the current published standards of the National Air Duct Cleaners Association (NADCA) or other recognized duct cleaning organization.

VAC SYSTEM INSPECTION AND SITE PREPARATIONS

HVAC System Component Inspections

Prior to the commencement of any cleaning work, the HVAC system cleaning contractor shall perform a visual inspection of the HVAC system to determine appropriate methods, tools, and equipment required to satisfactorily complete this project. The cleanliness inspection should include air handling units and representative areas of the HVAC system components and ductwork. In HVAC systems that include multiple air handling units, a representative sample of the units should be inspected.

The cleanliness inspection shall be conducted without negatively impacting the indoor environment through excessive disruption of settled dust, microbial amplification or other debris. In cases where contamination is suspected, and/or in sensitive environments where even small amounts of contaminant may be of concern, environmental engineering control measures should be implemented

Damaged system components found during the inspection shall be documented and brought to the attention of the owner.

Contractor shall conduct a site evaluation, and establish a specific, coordinated plan which details how each area of the building will be protected during the various phases of the project. Qualified personnel should perform the HVAC cleanliness inspection to determine the need for cleaning. At minimum, such personnel should have an understanding of HVAC system design, and experience in utilizing accepted indoor environmental sampling practices, current industry HVAC cleaning procedures, and applicable industry standards.

GENERAL SYSTEM CLEANING REQUIREMENTS

Hours of Operation/Work

The contractor selected will work with the City of Plymouth to develop a plan/schedule that will cause the least amount of disruption to the employees of the City of Plymouth, along with the visitors to the building. This may require working

evenings and weekends.

Containment

Debris removed during cleaning shall be collected and precautions must be taken to ensure that Debris is not otherwise dispersed outside the HVAC system during the cleaning process.

Particulate Collection

Where the Particulate Collection Equipment is exhausting inside the building, HEPA filtration with 99.97% collection efficiency for 0.3-micron size (or greater) particles shall be used. When the Particulate Collection Equipment is exhausting outside the building, Mechanical Cleaning operations shall be undertaken only with Particulate Collection Equipment in place, including adequate filtration to contain Debris removed from the HVAC system. When the Particulate Collection Equipment is exhausting outside the building, precautions shall be taken to locate the equipment down wind and away from all air intakes and other points of entry into the building.

Controlling Odors Measures shall be employed to control odors and/or mist vapors during the cleaning process.

Component Cleaning

Cleaning methods shall be employed such that all HVAC system components must be Visibly Clean as defined in applicable industry standards. Upon completion, all components must be returned to those settings recorded just prior to cleaning operations.

Air-Volume Control Devices

Dampers and any air-directional mechanical devices inside the HVAC system must have their position marked prior to cleaning and, upon completion, must be restored to their marked position.

Service Openings

The contractor shall utilize service openings, as required for proper cleaning, at various points of the HVAC system for physical and mechanical entry, and inspection.

1. Contractor shall utilize the existing service openings already installed in the HVAC system where possible.
2. Other openings shall be created where needed and they must be created so they can be sealed in accordance with industry codes and standards.
3. Closures must not significantly hinder, restrict, or alter the airflow within the system.
4. Closures must be properly insulated to prevent heat loss/gain or condensation on surfaces within the system.
5. Openings must not compromise the structural integrity of the system.
6. Construction techniques used in the creation of openings should conform to requirements of applicable building and fire codes, and applicable NFPA, SMACNA and industry standards.
7. Cutting service openings into flexible duct is not permitted. Flexible duct shall be disconnected at the ends as needed for proper cleaning and inspection.
8. All service openings capable of being re-opened for future inspection or remediation shall be clearly marked and shall have their location reported to the owner in project report documents.

Ceiling Tile

The contractor may remove and reinstall ceiling sections to gain access to HVAC systems during the cleaning process.

Air Distribution Devices (registers, grilles & diffusers)

The contractor shall clean all air distribution devices.

Air Handling Units, Blowers and Exhaust Fans

The contractor shall insure that supply, return, and exhaust fans and blowers are thoroughly cleaned. Areas to be cleaned include blowers, fan housings, plenums (except ceiling supply and return plenums), scrolls, blades, or vanes, shafts, baffles, dampers and drive assemblies. All visible surface contamination deposits shall be removed in accordance with industry Standards. Contractor shall:

1. Clean all air handling units (AHU) internal surfaces, components and condensate collectors and drains.
2. Assure that a suitable operative drainage system is in place prior to beginning wash down procedures.
3. Clean all coils and related components, including evaporator fins.

Duct Systems

Contractor shall create service openings in the system as necessary in order to accommodate cleaning of otherwise inaccessible areas.

Contractor shall mechanically clean all duct systems to remove all visible contaminants, such that the systems are capable of passing Cleaning Verification Tests (see NADCA Standards).

HEALTH AND SAFETY

Safety Standards

Cleaning contractors shall comply with applicable federal, state, and local requirements for protecting the safety of the contractor's employees, building occupants, and the environment. In particular, all applicable standards of the Occupational Safety and Health Administration (OSHA) shall be followed when working in accordance with this specification.

Occupant Safety

No processes or materials shall be employed in such a manner that they will introduce additional hazards into occupied spaces.

Disposal of Debris

All Debris removed from the HVAC System shall be disposed of in accordance with applicable federal, state and local requirements.

MECHANICAL CLEANING METHODOLOGY

Source Removal Cleaning Methods

The HVAC system shall be cleaned using Source Removal mechanical cleaning methods designed to extract contaminants from within the HVAC system and safely remove contaminants from the facility. It is the contractor's responsibility to select Source Removal methods that will render the HVAC system Visibly Clean and capable of passing cleaning verification methods (See applicable Industry Standards) and other specified tests, in accordance with all general requirements. No cleaning method, or combination of methods, shall be used which could potentially damage components of the HVAC system or negatively alter the integrity of the system.

1. All methods used shall incorporate the use of vacuum collection devices that are operated continuously during cleaning. A vacuum device shall be connected to the downstream end of the section being cleaned through a predetermined opening. The vacuum collection device must be of sufficient power to render all areas being cleaned under negative pressure, such that containment of debris and the protection of the indoor environment are assured.
2. All vacuum devices exhausting air inside the building shall be equipped with HEPA filters (minimum efficiency), including hand-held vacuums and wet vacuums.

3. All vacuum devices exhausting air outside the facility shall be equipped with Particulate Collection including adequate filtration to contain Debris removed from the HVAC system. Such devices shall exhaust in a manner that will not allow contaminants to re-enter the facility. Release of debris outdoors must not violate any outdoor environmental standards, codes or regulations.
4. All methods require mechanical agitation devices to dislodge debris adhered to interior HVAC system surfaces, such that debris may be safely conveyed to vacuum collection devices. Acceptable methods will include those, which will not potentially damage the integrity of the ductwork, nor damage porous surface materials such as liners inside the ductwork or system components.

Cleaning of Coils

Any cleaning method may be used which will render the Coil Visibly Clean and capable of passing Coil Cleaning Verification (see applicable Industry Standards). Coil drain pans shall be subject to Non-Porous Surfaces Cleaning Verification. The drain for the condensate drain pan shall be operational. Cleaning methods shall not cause any appreciable damage to, displacement of, inhibit heat transfer, or erosion of the coil surface or fins, and shall conform to coil manufacturer recommendations when available. Coils shall be thoroughly rinsed with clean water to remove any latent residues.

Antimicrobial Agents and Coatings

1. Antimicrobial agents shall only be applied if active fungal growth is reasonably suspected, or where unacceptable levels of fungal contamination have been verified through testing.
2. Application of any antimicrobial agents used to control the growth of fungal or bacteriological contaminants shall be performed after the removal of surface deposits and debris.
3. When used, antimicrobial treatments and coatings shall be applied in strict accordance with the manufacturer's written recommendations and EPA registration listing.
4. Antimicrobial coatings shall be applied according to the manufacturer's written instructions. Coatings shall be sprayed directly onto interior ductwork surfaces, rather than "fogged" downstream onto surfaces.

CLEANLINESS VERIFICATION

Verification of HVAC System cleanliness will be determined after mechanical cleaning and before the application of any treatment or introduction of any treatment-related substance to the HVAC system, including antimicrobial agents and coatings.

Visual Inspection

The HVAC system shall be inspected visually to ensure that no visible contaminants are present.

1. If no contaminants are evident through visual inspection, the HVAC system shall be considered clean; however, the owner reserves the right to further verify system cleanliness through Surface Comparison Testing or the NADCA vacuum test specified in the NADCA standards.
2. If visible contaminants are evident through visual inspection, those portions of the system where contaminants are visible shall be re-cleaned and subjected to re-inspection for cleanliness.
3. NADCA vacuum test analysis should be performed by a qualified third party experienced in testing of this nature.

Verification of Coil Cleaning

Cleaning must restore the coil pressure drop to within 10 percent of the pressure drop measured when the coil was first installed. If the original pressure drop is not

known, the coil will be considered clean only if the coil is free of foreign matter and chemical residue, based on a thorough visual inspection (see NADCA Standards).

PRE-EXISTING SYSTEM DAMAGE

Contractor is not responsible for problems resulting from prior inappropriate or careless cleaning techniques of others.

POST PROJECT REPORT

At the conclusion of the project, the Contractor shall provide a report to the owner indicating the following:

1. Success of the cleaning project, as verified through visual inspection and/or gravimetric analysis.
2. Areas of the system found to be damaged and/or in need of repair.

APPLICABLE STANDARDS AND PUBLICATIONS

The following current standards and publications of the issues currently in effect form a part of this specification to the extent indicated by any reference thereto:

- National Air Duct Cleaners Association (NADCA): "Assessment, Cleaning & Restoration of HVAC Systems (ACR 2005)," 2004.
- National Air Duct Cleaners Association (NADCA): "Understanding Microbial Contamination in HVAC Systems," 1996.
- National Air Duct Cleaners Association (NADCA): "Introduction to HVAC System Cleaning Services," 2004.
- National Air Duct Cleaners Association (NADCA): Standard 05 "Requirements for the Installation of Service Openings in HVAC Systems," 2004.
- Underwriters' Laboratories (UL): UL Standard 181.
- American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE): Standard 62-89, "Ventilation for Acceptable Indoor Air Quality."
- Environmental Protection Agency (EPA): "Building Air Quality," December 1991.
- Sheet Metal and Air Conditioning Contractors' National Association (SMACNA): "HVAC Duct Construction Standards -Metal and Flexible," 1985.

Contact:

Questions related to this Bid and/or to set up the mandatory walk-through during the week of January 12, 2020 should contact Christopher Helinski, (734) 453-7737 x113, chelinski@plymouthmi.gov

RESOLUTION

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

WHEREAS The City of Plymouth operates several public facilities in their mission
To protect the public health and safety, and

WHEREAS From time to time it is necessary for routine maintenance to be completed
On the air duct systems in the building to help ensure a safe work environment
As well as the public safety, and

WHEREAS The City Administration did accept sealed bids for the cleaning of the air ducts
At certain City facilities.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does
hereby accept the bid from B Clean Air Maintenance in the amount of \$10,500 for the City Hall
Complex in the current fiscal year.

BE IT FURTHER RESOLVED THAT the City Commission also authorizes an additional scope of
work in the amount of \$3,100 for cleaning of the air ducts at the Department of Municipal Services in
Fiscal Year 2020 – 21.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: *S:\Manager\Sincock Files\Memorandum - Wilcox Fountain Agreement 03-02-20.docx*
Date: February 28, 2020
RE: Wilcox Fountain Grant Agreement

Background

Attached you will find the final version of the Grant Agreement with the Wilcox Family Foundation related to the proposed Wilcox Fountain for Kellogg Park. Acceptance of the grant for the fountain is allowable under the City Charter Section 5.14. The grant specifies that the fountain provider will be Outside the Lines (OTL) and the General Contractor for the job will be Shaw Construction, Inc.

The total grant will be \$1,170,449.10 with the City and the DDA contributing another \$50,000 for a total project cost of \$1,220,449.10. It is our understanding that the Wilcox Family Foundation has increased their contribution to cover the latest cost estimates from OTL for the fountain. It should be noted that the agreement calls for the City of Plymouth to be responsible for any and all costs above the \$1,220,449.10 level. Also, the agreement designates that if the entire amount of the grant is not used by the project that any surplus funds will be used for enhancements to the Wilcox Fountain or Kellogg Park, as mutually agreed to be the City and the Foundation.

The Mayor and the City Attorney's office has been working with the Wilcox Family Foundation lawyer to come to an agreement on terms of the grant. The development of the Wilcox Fountain grant has been in the works since 2016 and has been the subject of numerous public discussions. The DDA Board has already approved \$20,000 of match to cover a portion of the city's contribution towards the project. The City Commission will need to authorize an additional \$30,000 to complete the City's initial contribution to the project of \$50,000. The City Commission, at a future date would need to make a future budget amendment from cash reserves to complete the transaction.

Once approved by the City Commission, the City will need to execute contracts with OTL and Shaw Construction for this project. A representative from Shaw Construction will appear on behalf of the Foundation at various City Meetings (HDC & perhaps others) where approvals are necessary. The project is expected to start on July 13, 2020, with perhaps some advance work starting prior to that date.

We have attached a copy of the drawing that was supplied to the City Administration in July of 2019 that indicates the proposed design of the Wilcox Fountain. As we understand the proposed fountain that there are no design elements to help keep people physically out of the Wilcox Fountain. The City Administration has been consistent in our belief that there should be some design element to discourage people and pets from physically wading into the fountain as the water will not be maintained to public pool standards and to prevent damage to fountain. Most other issues that the City Administration has raised related to this grant agreement have been addressed.

The agreement also calls for the placement of a two-and-a-half feet by two feet bronze plaque in a prominent location near the fountain. This will be provided by the Foundation and installed at their cost.

The City Commission will be agreeing that the City will maintain the Wilcox Fountain and keep it in good working order. In addition, the City will be required to insure the Wilcox Fountain for personal liability and property damage as a part of the City's standard insurance coverage.

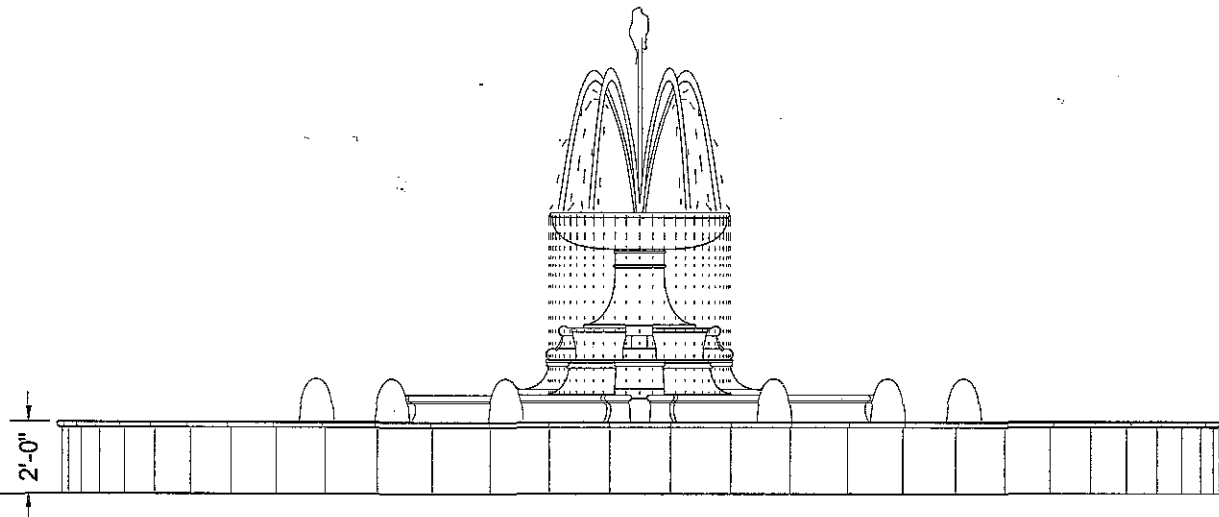
We have done a search of the records dating as far back as in mid-1960's related to naming rights to the current fountain. We found several references to the "Rotary Fountain." The Rotary Club of Plymouth is the group that donated the original fountain, but we have not found any formal agreement to either officially name it or maintain the Rotary Club name.

The Wilcox Fountain will be a welcome and significant upgrade to Kellogg Park, and we look forward to quickly engaging the designated contractors for construction of the fountain. The City Administration has already begun making arrangements to "work around" the construction zone, while still maintaining our intensive event schedule in Kellogg Park. Major construction is anticipated to start following the Art in the Park event. We have already engaged the DDA Board for their recommendation on the location of the bandshell during construction. We offered three possible locations and they chose the Penniman location just west of the current location.

RECOMMENDATION:

The Mayor and the City Attorney's Office have worked through the details of this project and in collaboration with the Wilcox Family Foundation have developed the attached Grant Agreement. The only caution that we give the City Commission is related to any potential cost overruns and the City's potential responsibility in that regards.

We have prepared a proposed Resolution for the City Commission to consider regarding this Grant Agreement for the Wilcox Fountain. If you have any questions in advance of the meeting, please feel free to contact me.



Kellogg Park Fountain
Plymouth, MI

Fountain Concept

7/03/2019

PRELIMINARY DRAWING -
BUDGETING ONLY

These drawings are
expressly reserves its
package is not to



Basis of Budget

- Fountain Concept by OTL dated 07/03/2019.

Scope of Work

DESIGN SERVICES

1. In concert with the Project Team, finalize the water features design criteria.
2. Provide drawing documents (suitable for permits) for the water feature construction, mechanical and electrical systems.

CONSTRUCTION SERVICES

1. CIP concrete fountain basin and walls.
2. Waterproofing for interior of fountain basin walls.
3. Tile finish for the interior basin walls. Tile is based on a material price of \$15.00 /SF.
4. Custom carved granite center bowl and mid-level weir wall/scuppers.
5. Granite perimeter caps and exterior basin wall veneer.
6. Natural cobble for the interior basin floors.
7. Complete recirculation and filtration system including below-grade equipment vault, effect pumps, filter pump, filter, water quality system, custom upper center nozzle, lower bowl cascade jets, intakes, skimmers, discharges, level sensor/control, overflow stub-out and all necessary PVC pipe and fittings.
8. Fountain lighting, total of 30 lights with all necessary conduit, wire and hook-up to control panel located in the vault.
9. Start-up and commissioning.



Qualifications

1. Accelerated construction schedule requiring overtime have not been included at this time. Such an adjustment can be evaluated once a mutually agreed to overall schedule has been defined. Note that the Granite has a lead time of up to 6 to 7 months.
2. Budget is based on open shop and non-prevailing wage rates.
3. Excavation, trenching and backfill for vault and recirculation pipe is included based on using excavated material for backfill. Any leftover spoils shall be left in the immediate areas for removal and/or use by others.
4. All construction work and stocking of material shall be performed during normal working hours under one continuous move-in.
5. Deposits will be required.
6. Clear access (15' wide (minimum) access roads) to and around the work areas shall be made available to OTL for the duration of the project.
7. Suitable space on premises shall be made available to OTL for storage containers, material and equipment lay down.
8. OTL reserves the right to negotiate the terms and conditions of any proposed contract documents.
9. OTL's standard one-year warranty applies from date of substantial completion of OTL's work.
10. Proposal is valid for 60 days.

Exclusions

1. Costs related to dewatering (permanent and temporary), storm damage or similar events.
2. All excavation and sub-grade (base) preparation for water feature to within +/- 0.1' of concrete subgrade.
3. All clearing, grubbing and demolition.
4. All survey.
5. Excavation and/or trenching of bedrock, hardpan or caliche (if present).
6. All import, export or trucking of soil.
7. Walkways and paving outside of the water feature.

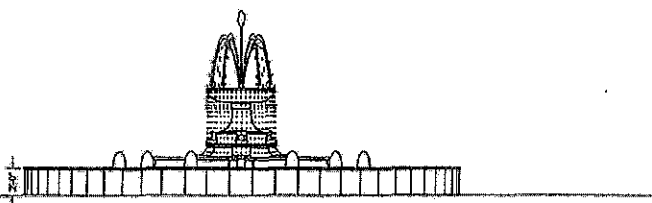
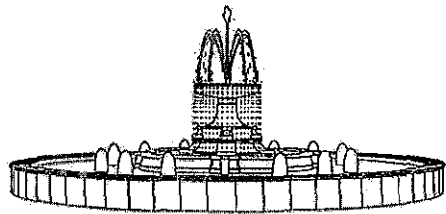
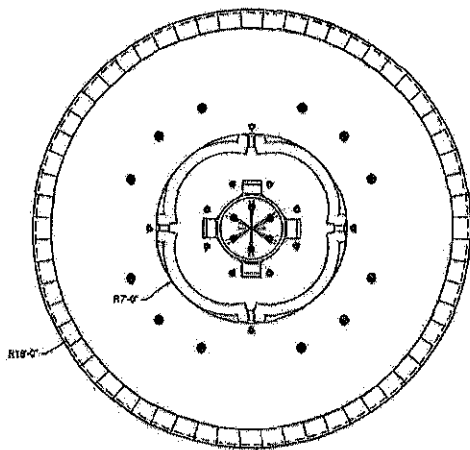


8. Maintenance of the water feature.
9. Cold weather work / protection / tenting / heating / loss of productivity.
10. BIM modeling.
11. Permits and fees.
12. Liquidated damages.
13. Parking, construction water, construction power, trash dumpsters and temporary toilet facilities.
14. Electrical service and hook-up to control panel located in the water feature vault.
15. Domestic water supply (backflow prevented) to water feature and vault.
16. Gravity sanitary sewer/storm drain requirements (with p-trap to meet codes) to water feature and vault.



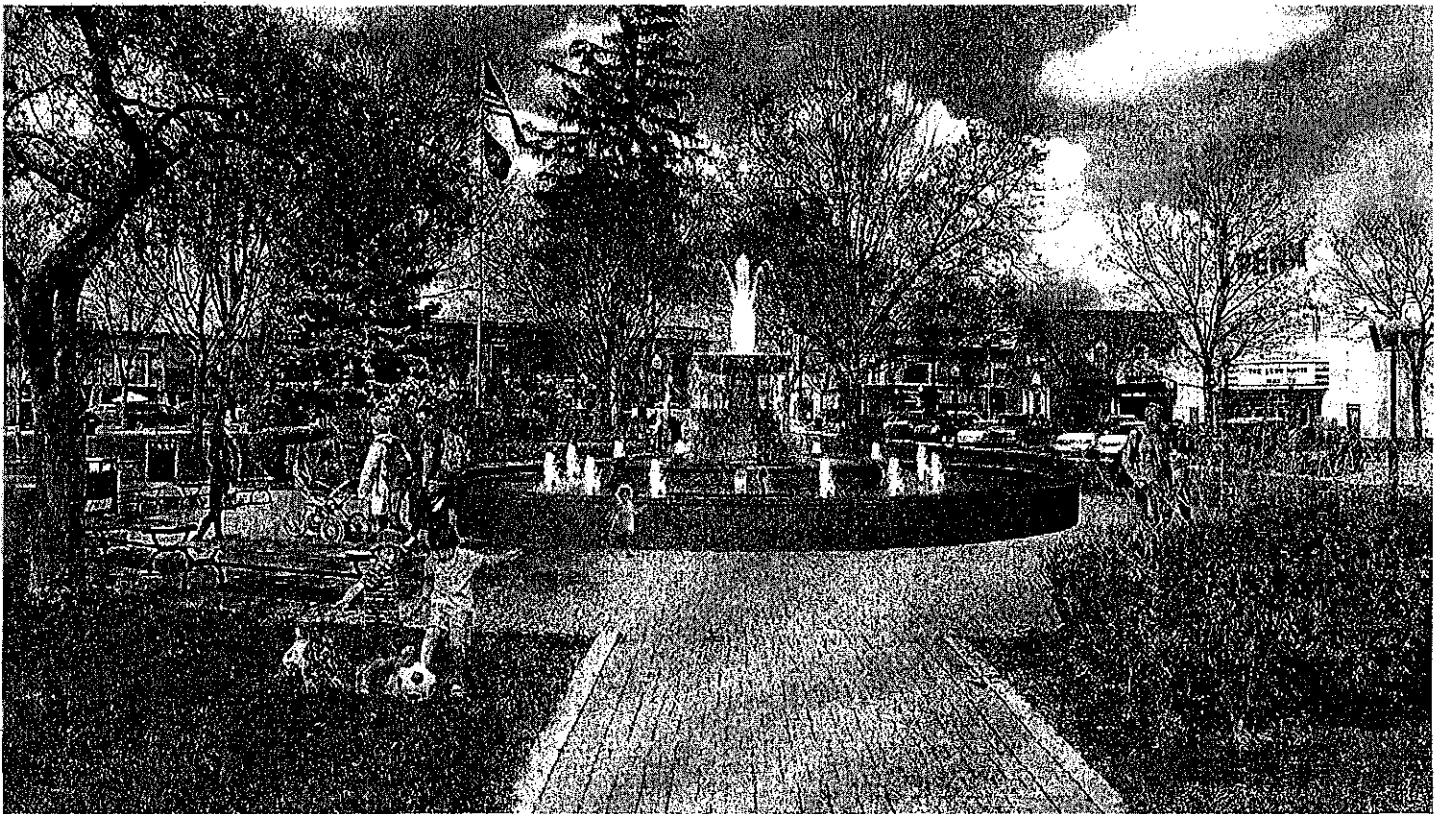
CONDITIONS OF BID PROPOSAL

1. Subcontractor has devoted time, money, and resources toward preparing this bid in exchange for Client's express agreement that the parties shall have a binding contract consistent with the terms of this bid proposal and Client unconditionally and irrevocably accepts this bid proposal if it (A) in any way uses or relies on the bid proposal or information therein to prepare "Client's bid" for the project at issue and Client is awarded a contract for the work; or (B) divulges the bid or any information therein to others competing with Subcontractor for the work.
2. Asking or allowing the Subcontractor to commence work or make preparations for work will constitute acceptance by Client of this bid proposal. Subcontractor and Client will execute a subcontract form acceptable to the Subcontractor to memorialize their agreement, supplemented and modified as provided by this bid proposal which shall be incorporated by reference into the final subcontract. In the event of any conflict between the terms of this bid proposal and any other documents stating terms of the final subcontract, this bid proposal shall govern.
3. A change in the price of an item of material of more than 5% between the date of this bid proposal and the date of installation shall warrant an equitable adjustment in the subcontract price.
4. Subcontractor will not be required to name additional insureds to its general liability insurance policy, nor to waive subrogation for claims covered by workers' compensation or commercial general liability insurance. Subcontractor shall maintain insurance with coverage and limits only as provided by Subcontractor's existing insurance program evidenced by its certificate of insurance available on request.
5. Any indemnification or hold harmless obligation of Subcontractor extends only to claims relating to bodily injury and property damage (other than to the subcontractor's work), and then only to that part or proportion of any claim caused by the negligence or intentional act of Subcontractor, its sub-subcontractors, their employees, or others for whose acts they may be liable. Subcontractor shall not have a duty to defend.
6. This bid is based on monthly payment in full for all work properly performed and excludes the withholding of any sums, either as a percentage of work performed or on a line item basis, pending completion of the Subcontractor's Work on the Project. Any contract requirement for withholding of sums based on a percentage of the work performed or on a line items basis shall result in an increase in the bid price to be negotiated between Subcontractor and Client.
7. Subcontractor's schedule of values shall be used to determine progress payments. All sums not paid when due shall bear interest at the rate of 1 1/2 % per month from due date until paid or the maximum rate permitted by law whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by Client. The proper venue to resolve any disputes arising under the subcontract shall be the place where the project is located, and the laws of said place shall govern all such disputes.
8. Payments are due within fifteen (15) days of the invoice date and Subcontractor does not accept the risk of Client's receipt of payments from any source, and in no event will payments to Subcontractor be based upon, or subject to, Client's receipt of payment for Subcontractor's work. Should Subcontractor's payment be delayed for any reason not the fault of or directly related to the Subcontractor's work, then Subcontractor may suspend work after giving at least seven (7) days written notice to Client of the intent to suspend and the date of suspension.
9. Subcontractor shall be entitled to equitable adjustments of the contract price, including but not limited to any increased costs of labor, supervision, equipment or materials, and reasonable overhead and profit, for any modification of the project schedule differing from the bid schedule, and for any other delays, acceleration, out-of-sequence work and schedule changes beyond its reasonable control, including but not limited to those caused by labor unrest, fires, floods, acts of nature or government, wars, embargos, vendor priorities and allocations, transportation delays, suspension of work for non-payment or as ordered by Client, or other delays caused by Client or others. Should work be delayed by any of the aforementioned causes for a period exceeding ninety (90) days, Subcontractor shall be entitled to terminate the subcontract. Subcontractor change proposals must be processed in not more than (thirty) 30 days or as otherwise indicated on the change proposal.
10. THE EXPRESS WARRANTIES SET FORTH IN THE SUBCONTRACT DOCUMENTS ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SUBCONTRACTOR. Subcontractor is not responsible for special, incidental, or consequential damages and Subcontractor's liability for delay damages shall not exceed 5% of the original subcontract amount. Subcontractor is not responsible for damage to its work by other parties, and any repair work necessitated by such damage is extra work. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards. All warranty claims must be received by Subcontractor not more than one (1) year after completion of Subcontractor's work, and Subcontractor must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred.
11. Except as specifically included in this bid proposal, Client shall furnish all temporary site facilities, including but not limited to site access, storage space, hoisting facilities, guard rails, covers for floor, roof and wall openings, security, parking, safety orientation, break and lunch facilities, toilet and wash facilities, drinking water and other water facilities, electrical service, telecommunication service, lighting, heat, ventilation, weather protection, fire protection, and trash and recycling services.
12. To the extent that performance and payment bonds are included in this bid proposal, the bond forms will be on Subcontractor's Surety's standard form.
13. Neither party shall assign the subcontract, in whole or in part, without the written consent of the other.
14. Subcontractor shall not participate in a wrap up or consolidated insurance program ("CIP").
15. Regardless of any language to the contrary contained in a waiver, waivers of lien or bond rights shall exclude retainage, unbilled changes, billed and unpaid changes, and claims which have been asserted in writing or which have not yet become known to Subcontractor, and shall either apply only through the date of work for which Subcontractor has been paid in full, or shall be conditional upon receipt of funds to Subcontractor's account.



- Granite bowl fountain with:
 - Center aerated jet & 6 arching jets
 - 8 lights in bowl
- Granite middle basin with:
 - 6 uplights for fountain
 - 4 scuppers (integral to granite fabrication)
 - 12 cascade jets
 - 12 donut lights
- Granite fountain mounted on round concrete pedestal with tile finish
- Tile interior walls
- Cobble interior
- Granite coping
- Granite veneer exterior walls

Fountain Concept - Multi-Tier Fountain with Bowl Basin Wall



Kellogg Park Fountain Concept

GRANT AGREEMENT

The Wilcox Family Foundation

This Grant Agreement ("Agreement") is made by and between the CITY OF PLYMOUTH, a Michigan municipal corporation, whose address is 201 South Main Street, Plymouth, Michigan 48170 (the "City"), and the WILCOX FAMILY FOUNDATION, a Michigan non-profit corporation, whose address is 6377 Cardeno Drive, La Jolla, California 92037 (the "Foundation"). Based on the Recitals below, and in consideration of the mutual promises and benefits herein, the parties agree as follows.

RECITALS

The Foundation wishes to make a gift to the City in connection with the construction of a Fountain in Kellogg Park ("Fountain") for the use and benefit of the City and the Plymouth community.

The City desires to accept the gift, subject to the terms and conditions set forth in this Agreement, and in consideration of the gift, the City will name and refer to the Fountain as the "Wilcox Fountain."

AGREEMENT

1. The Grant. The parties agree that the Foundation, as grantor, will make a gift and donate, as described herein, to the City and the City will use the gift funds for the construction of the Fountain, pursuant to the terms set forth herein, to be owned by the City and name and refer to the Fountain as the "Wilcox Fountain." The Fountain will be constructed on the same site of a fountain currently located in Kellogg Park.

2. Grant Amount. The Foundation agrees to make a gift to the City for the construction and installation of the Fountain ("Construction Work") to be provided by Outside the Lines ("OTL"), and for the construction of certain related site work ("Site Work") to be provided by Shaw Construction, Inc. ("Shaw"), the amounts of the proposal from these companies are as follows:

OTL proposal	\$1,025,000.00	Attached hereto as Exhibit A
<u>Shaw proposal</u>	<u>\$195,449.10</u>	Attached hereto as Exhibit B
Proposals total	\$1,220,449.10	

The City and the Downtown Development Authority have agreed to pay the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) toward the Construction Work and Site Work. Accordingly, the amount of the gift from the Foundation will be the sum of the two proposals less the City's \$50,000.000 contribution or the total amount of One Million, One Hundred Seventy Thousand, Four Hundred Forty-Nine and 10/100 Dollars (\$1,170,449.10).

Such construction of the Fountain shall be subject to minor deviations from plans submitted by OTL, attached hereto as Exhibit C, and contractor's building and site plans and subject to field change orders necessary to complete the Fountain project, subject to the provisions of Section 7. The Foundation will not have any responsibility or obligation whatsoever for future additional funding, including funding for any cost overruns, cost increases, change orders, costs incurred due to delays as a result of bad weather or otherwise or any other costs, unforeseen or not, that may arise in connection with completing the Fountain project.

3. Acceptance of Grant. The City, as grantee, accepts the Foundation's Grant, subject to the terms and conditions of this Agreement. Further, this acceptance is made in accordance with City Charter Section 5.14 allowing the City Commission to receive any gift to the City and apply the same in accordance with the terms and conditions of such gift.

4. Payment of the Grant. The entire amount of the Grant funds shall be deposited with an escrow agent, mutually agreed upon by the Foundation and City. The Grant funds will be disbursed directly to the contractors in installments as the construction progresses. Payments in support of the Grant will be made by separate disbursements directly to OTL and Shaw (the "Contractors") upon the Foundation, or its authorized agent, being provided with a Contractor's payment request approved by the City for work satisfactorily performed to the extent of the amounts of the Grant designated for the Construction Work and the Site Work, respectively. Such payment requests shall be in form and substance acceptable to the City and contain such information as is customarily provided to owners in a construction project. Such payment requests may be made on a monthly basis. Payments for approved payment requests will be made within fifteen (15) days of receipt of a completion payment request of the Contractors and a certification by the City to the Foundation that: (i) the payment request submitted by the Contractor is for work that is in conformity with the plans, specifications, and City codes, (ii) the work comprising the payment request has been satisfactorily completed, and (iii) the payment request is correct. Such payments to Contractors shall be subject to the customary ten percent (10%) holdback until the work of the Contractors is completed. Any fees charged by the escrow agent shall be paid from the Grant funds.

5. Use of the Grant Funds. The Grant funds shall be solely used to pay the costs of the Construction Work and Site Work and related expenses and costs. The Grant funds are being provided for the express purposes stated above which are in accordance with the uses permitted by Internal Revenue Code Section 501 (c)3 and the Foundation's governing documents.

If the entire amount of the Grant funds designated for either Site Work or Construction Work and related expenses and costs is not expended, any surplus funds will be used for enhancements to the Fountain or Kellogg Park, as mutually agreed to by the City and Foundation.

6. City Agreements. In consideration for receiving the Grant, the City agrees as follows:

a. Contracts. The City agrees to execute written contracts with both OTL and Shaw by _____, 2020, including detailed milestone payment schedules for each Contractor, subject to approval by the City Commission. The City will construct the Fountain as set forth in the OTL proposal attached hereto as **Exhibit A**, subject to the color and materials selected by the Foundation being first approved by the Historic District Commission. The City will not make any material modifications to the Fountain location, design or materials without written approval of the Foundation. If both contracts are not fully executed by that date and/or the City Commission has not approved the contracts, notwithstanding anything else to the contrary contained herein, this Agreement will terminate. Such contracts shall observe all City ordinances and other requirements for public works projects. Shaw Construction shall appear on behalf of the Fountain project at any City meetings requiring approval at no additional cost or expense to the City.

b. Project Start Date. The City will commence the project no later than July 13, 2020, however, certain Site Work may be commenced at any time prior to that date, subject to all necessary building and/or demolition permits being issued as requested by OTL and Shaw in a timely manner.

c. Fountain Name. The City will name and refer to the Fountain as the "Wilcox Fountain." The name of the Fountain will continue for fifty (50) years and, at the end of such term, shall automatically renew for another like term unless the Fountain has been completely replaced in which case the City may rename the Fountain. The name will be exclusive and no other Fountain sponsors', donors' or other contributors' plaques or acknowledgements shall be placed within fifty (50) feet of the Fountain commemorating any contributions (other than temporary signs erected for City or other permitted events at Kellogg Park).

d. Future References. The City, to the extent reasonably possible, agrees to make reference to the "Wilcox Fountain" (not "the Fountain" or the "Kellogg Park Fountain") on City maps, publicity materials, informational drawings that are prepared or published by the City and the like which publicly show or depict Kellogg Park and the Fountain. No commercial advertising or signage shall be placed within fifty (50) feet of the Fountain other than:

- (i) signage regarding safety or directional matters ; or
- (ii) temporary commercial signage erected for City or other permitted events at Kellogg Park.

e. Bronze Plaque. The City will permit a permanent bronze plaque to be placed in a prominent location near the Fountain (such as on the perimeter of the surrounding pavers), in the Foundation's sole discretion, and will maintain and

replace the plaque, as necessary, with a plaque of equal quality, including the replacement of a stolen, vandalized or damaged plaque. The plaque shall be of a size of approximately 24'x30' (or similar size or configuration) and shall state:

Wilcox Fountain

This Fountain was made possible by a grant from The Wilcox Foundation, at the request of Jack Wilcox, in memory of his parents, George and Harriet Wilcox, and in recognition of 150th Anniversary of the founding of the Village of Plymouth in 1867.

The Plaque will be mounted on a brick or block base or plinth, in the Foundation's sole discretion, and will conceptually appear like a podium where the plaque can be approached and read. The City acknowledges, understands and agrees that the naming of the Fountain and plaque placement are an integral and essential part of this Agreement and without the City's promise to name it the "Wilcox Fountain," the Foundation will not make this Grant.

Such plaque will require Historic District Commission and perhaps other City approvals for content, design and location.

The Foundation shall provide and be responsible for installation of the plaque at its sole cost and expense, in coordination with the City's Contractors.

f. Benches. The City agrees that the Foundation will have the option to provide and install benches at the Foundation's cost around the perimeter of the pavers surrounding the Fountain promptly after completion of the installation of the pavers. The Foundation will select the design to be complementary to the Fountain. An attempt will be made to save the existing pavers, if reasonably feasible.

The benches will be subject to City and perhaps other municipal approvals as to type, color and location. The Foundation agrees that once installed, the benches will become the property of the City.

g. Design. The Foundation has designed the Fountain and City will have no responsibility or liability regarding the design of the Fountain.

7. Publicity. For purposes of publicizing the Grant, the City will have the right, without charge, to use photographs of Jack Wilcox and his family and use the names, likenesses, and images of the family in photographic, audiovisual, digital or any other form of medium (the "Media Materials") and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and marketing materials, and reports and publications describing City's development and business activities.

8. Maintenance and Insurance. The City will maintain the Fountain and keep it in good working order (subject to downtime for repair, maintenance, design defects and when the City, in its sole discretion, determines the Fountain should not be in operation for the public's health, safety and welfare or to protect the Fountain) and maintain insurance for personal liability and property damage, as part of the City's standard insurance coverage. The Foundation will have no responsibility to maintain the Fountain or for any liability whatsoever.

9. Representations by City. The City represents that, to the best of its knowledge and after diligent search of City records, there are no outstanding agreements, contracts or commitments of any kind with any other third parties that exist which would prohibit the City from exclusively naming the Fountain "Wilcox Fountain." The Foundation is relying on these representations in making the Grant.

10. Default/Mediation. If either the Foundation or City asserts there has been a default hereunder, such party shall deliver a written notice of default specifying such default. The other party shall have fourteen (14) days to respond to such written notice of default. In the event of any controversy or claim arising out of this Agreement, or the rights or obligations of the parties, the parties shall try to settle their differences in good faith amicably between themselves. If such individuals are unable to resolve the dispute, then either party may give the other party a written notice of intent to mediate the dispute and, within thirty (30) days of such written notice, the parties shall refer the dispute to non-binding mediation before resorting to litigation, unless doing so would cause an applicable statute of limitations to expire. Such mediation shall be conducted pursuant to the commercial mediation rules of the American Arbitration Association with costs shared equally. If any unresolved matter is not resolved within 30 days following referral to non-binding mediation, either party may seek any remedy at law or in equity that may be available and in any such litigation or where a party seeks a declaration of any rights under this agreement, the prevailing party shall be awarded its reasonable attorneys fees and costs incurred.

11. Assignment. This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party. Notwithstanding the foregoing, nothing hereunder shall prevent the City from (i) contracting, in its sole discretion, with third parties for maintenance of the Fountain; or (ii) the City transferring ownership of Kellogg Park to another municipal entity, as allowed under law.

12. Foundation Authority. The Foundation represents and warrants that the Foundation: (i) has the requisite authority to enter into this Agreement; (ii) the Grant will not violate the Foundation's organizational documents or bylaws; and (iii) the Foundation's Board of Trustees has approved the Grant to the City and disbursement of Grant funds.

13. Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreements, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties.

14. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan.

15. City of Plymouth Approvals. This Agreement, including the naming of the Fountain, is strictly subject to the approvals by the City or its boards and commissions stated or referenced herein, the color and materials are subject to approval by the Historic District Commission and the Agreement will not be effective unless and until all such approvals are granted by the respective City boards and commissions. Further, the Fountain project is subject to approvals consistent with the City's Monument Policy adopted October 18, 1993.

16. Agreement Execution Date. This Agreement must be executed by the City and the Foundation by _____, 2020. If not executed by that date, the Foundation's offer to make the Grant described herein shall terminate.

Agreed to and accepted by:

CITY OF PLYMOUTH

WILCOX FAMILY FOUNDATION, INC.

By: _____

By: _____

Oliver Wolcott

Scott Dodge

Its: Mayor

Its: President

Dated: March ____, 2020

Dated: March ____, 2020

R E S O L U T I O N

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

WHEREAS The City of Plymouth operates a number of parks and
Public properties for the public health and welfare, and

WHEREAS One of those parks is known as Kellogg Park, and

WHEREAS The City and Wilcox Family Foundation are interested in
Replacing the current fountain in Kellogg Park with a new
Wilcox Fountain, and

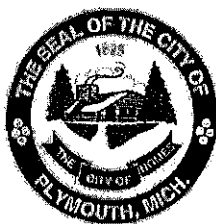
WHEREAS The Wilcox Family Foundation is willing to provide a
Significant grant to the City of Plymouth to fund the
construction and installation of the Wilcox Fountain.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the
City of Plymouth does hereby agree to enter into a Grant Agreement
between the Wilcox Family Foundation and the City of Plymouth for the
purpose of the construction and installation of the Wilcox Fountain.

BE IT FURTHER RESOLVED THAT the City Commission does hereby
direct that \$30,000 of the City's cash reserves shall be used in concert
with the Downtown Development Authority's authorization of \$20,000 as
the City's total \$50,0000 "match" as indicated in Section 2 of the Grant
Agreement.

BE IT FURTHER RESOLVED THAT the City Commission hereby directs
the City Clerk to include the entire Grant Agreement between the City
of Plymouth and the Wilcox Family Foundation as a part of the official
Meeting Minutes of this City Commission Meeting.

BE IT SILL FURTHER RESOLVED THAT the City Commission hereby
authorizes the Mayor to agree and accept the attached Grant
Agreement on behalf of the City of Plymouth.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - closed session Legal Matters and Strategy 03-02-20.doc.docx
Date: February 28, 2020
RE: Closed Session – Legal Matters and Strategy

Background

The City Administration would like to have a closed session to discuss some legal matters and since this is a discussion with the City Attorney on legal issues it would qualify for a closed session under the Open Meetings Act. We anticipate that this would be a short meeting as we bring the City Commission up to date on pending legal matters and strategy moving forward.

RECOMMENDATION:

The City Administration recommends that the City Commission authorize going into closed session in order to discuss legal matters and strategy. We have attached a proposed Resolution for the City Commission to consider regarding this matter.

RESOLUTION

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

*WHEREAS The City of Plymouth City Commission is allowed under the Michigan Open Meetings
Act to go into closed session to discuss legal strategy and matters.*

*NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby
authorize going into closed session for the sole purpose of discussing legal matters and strategy.*