



Plymouth Downtown Development Authority

Meeting Agenda

July 13, 2020 7:00 p.m.

Plymouth Downtown Development Authority
831 Penniman
Plymouth, Michigan 48170

www.downtownplymouth.org
Phone 734-455-1453
Fax 734-459-5792

Meeting will be held online at zoom.us. Meeting ID: 834 9144 7794

Join Zoom Meeting <https://us02web.zoom.us/j/83491447794>

Password – 679248

Statement on explanation of the reason why the public body is meeting electronically:

On March 10, 2020 the Governor of the State of Michigan declared a State of emergency across the State of Michigan under section 1 of Article 5 of the Michigan Constitution of 1963, the Emergency Management Act, 1976 PA 390, as amended, MCL 30.401 – 421, and the Emergency Powers of the Governor Act of 1945, 1945 PA302, as amended, MCL 10.31 – 33. These sections provide the Governor with broad powers and duties to cope with dangers to this state or to the people of the state.

As a part of the response to the emergency, the Governor has deemed it reasonable and necessary to temporarily suspend rules and procedures relating to physical presence at meetings and hearings of public bodies and other governmental entities in Michigan. These public bodies and entities must continue to conduct public business during this emergency. Due to the emergency situation and the request of the Governor to not gather in groups of 10 or more it is necessary for some public boards to meet electronically.

1) CALL TO ORDER

Kerri Pollard, Chairperson
Oliver Wolcott, Mayor
Ellen Elliott
Daniel Farmer
Scott Foess
Maura Hynes
Dan Johnson
Andre Martinelli
Patrick O'Neill
Brent Rieli

2) CITIZENS COMMENTS

3) APPROVAL OF THE AGENDA

4) APPROVAL OF MINUTES 6-16-2020

5) BOARD COMMENTS

6) OLD BUSINESS

- A. Strategic Plan update
- B. Tree Light Expenditure resolution
- C. "Music in the Air" concert discussion

7) NEW BUSINESS

- A. Waste Management contract resolution

8) REPORTS AND CORRESPONDENCE

- A. Saxton's Expenditure Report

9) 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 Board, 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.

City of Plymouth Strategic Plan 2017-2022

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 2019-2020

- Restore operations for recreation programs after Hines Park bridge repairs are completed
- Explore funding and partnership opportunities to increase and enhance pedestrian crossings
- Finalize [City website](#) update
- Develop and adopt a Master Plan for Kellogg Park, including the fountain
- Develop and implement strategy to market sponsorship opportunities to improve publicly owned assets
- Draft and approve amendments to [Tree Ordinance](#) to clarify implementation, enforcement, and scope

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 2019-2020

- Continue to support [Michigan Municipal League \(MML\)](#) efforts to [coordinate state initiatives](#) related to revenue sharing with municipalities
- Increase awareness of and support the [MML Save MI City campaign](#)
- Target revenue enhancements that support large capital projects, including grants and millages
- Explore internal and external potential for supplemental funding of legacy costs
- Develop a plan for capital improvement funding projects and purchases
- Explore enhanced investment opportunities

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 2019-2020

- Complete and approve the [DDA Master Plan](#)
- Address and implement recommendations in the [Redevelopment Ready Communities baseline report](#)
- Develop and approve city-wide economic development strategies (Saxton's property, parking system, connections between Old Village and the DDA, Bathey property remediation and development, 240 N. Main, Lumber Mart site)
- Identify other properties of significance to the economic development strategy
- Complete a community survey
- Increase collaborations with partners in the community
- Administer the City's [Master Plan](#) using implementation matrix ([Appendix Table 5](#))

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

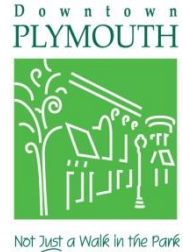
ONE YEAR TASKS 2019-2020

- Begin implementation of parking recommendations for City parking system
- Develop and utilize consistent message and branding across all platforms
- Develop and approve of plan for future delivery of emergency services
- Implement infrastructure asset management plan
- Approve agreement on sanitary sewer with [Western Township Utilities Authority \(WTUA\)](#)



**CITY OF PLYMOUTH
DOWNTOWN DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES**

831 Penniman, Plymouth, MI 48170
Ph (734) 455-1453 Fax (734) 459-5792
<http://www.downtownplymouth.org>



CITY OF PLYMOUTH DOWNTOWN DEVELOPMENT AUTHORITY

Tuesday, June 16, 2020
Online via Zoom.us
Regular Meeting Minutes

Meeting called to order at 7:34 p.m. by Chairperson Kerri Pollard.

1. ROLL CALL

MEMBERS PRESENT:

Oliver Wolcott, Mayor
Kerri Pollard, Chairperson
Ellen Elliott
Daniel Farmer
Maura Hynes
Dan Johnson
Andre Martinelli
Brent Rieli

MEMBERS ABSENT:

Scott Foess
Patrick O'Neill

OTHERS PRESENT:

Paul Sincock, City Manager
John Scanlon, City Finance Director
Karen Sisolak, Planning Commission Chair
Tony Bruscato, DDA Executive Director
Sam Plymale, DDA Coordinator

Tuesday, June 16, 2020 Regular Meeting Minutes DRAFT

2. CITIZEN COMMENTS: NONE

3. APPROVAL OF THE AGENDA:

Chairperson Pollard made a recommendation to add 7B Kellogg Park Concerts and 8C Fleet Street signage – Patrick O’Neill comments to the agenda.

A motion was made by Director Elliott and seconded by Director Johnson to approve the amended 6-16-2020 Regular Meeting Agenda.

MOTION PASSED 8-0.

4. APPROVAL OF MEETING MINUTES:

A motion was made by Director Hynes and seconded by Director Johnson to approve the 5-11-2020 Regular Meeting Minutes.

MOTION PASSED 8-0.

5. BOARD COMMENTS:

Director Hynes thanked City administration for its work on getting the extended patios set up.

Director Johnson said administration’s work on the extended patios made it extremely easy for business owners.

Director Elliott thanked City staff for its communication and work helping retailers.

Mayor Wolcott thanked City staff for its work on the Social District.

6. OLD BUSINESS

A. Strategic Plan update

DDA Executive Director Bruscato gave an update on items on the DDA Strategic Plan

B. DDA Master Plan - draft

Tuesday, June 16, 2020 Regular Meeting Minutes DRAFT

Executive Director Bruscato gave an update on the development of the DDA Master Plan.

Mayor Wolcott encouraged DDA Board Members to email any comments on the latest draft of the DDA Master Plan to DDA Staff by next week.

Executive Director Bruscato said he would forward all DDA Board Comments to Wade Trim by the end of next week.

Director Elliott asked for a clarification of about which public comments were sent to Wade Trim.

Executive Director Bruscato said all public comments received by DDA staff were sent to Wade Trim.

C. Fiscal 2020-21 budget-no action required

Executive Director Bruscato explained the 2020-21 DDA budget

Director Elliott asked when which fiscal year staff will budget for costs to improve to the Saxton's lot and what the scope of those improvements will be.

Executive Director Bruscato said that the timeline on lot improvements will happen once a majority of the construction on the development is completed. Bruscato said the developer plans to prep the lot and the City will be required to pay for resurfacing and any other improvements.

Tuesday, June 16, 2020 Regular Meeting Minutes DRAFT

RESOLUTION

ADOPTION OF THE 2020-2021 BUDGET

The following was moved by Director Elliott and seconded by Director Johnson.

WHEREAS the 20209 – 2021 DDA Budget has been presented by the DDA Director to the Plymouth City Commission for approval and adoption, and

WHEREAS the City Commission at its June 1 meeting approved of the DDA budget, in accordance with state law, as part of the overall city budget, and

WHEREAS the next step is formal approval by the DDA Board to show its support of the 2020-2021 fiscal year budget,

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth DDA Board does hereby adopt the budget as attached for the fiscal year beginning July 1, 2020.

MOTION PASSED 8-0

Tuesday, June 16, 2020 Regular Meeting Minutes DRAFT

7. NEW BUSINESS

A. Third-quarter budget amendment resolution

RESOLUTION

The following resolution was offered by Mayor Wolcott and Seconded by Director Elliott,

WHEREAS, actual patterns of departmental expenditures occur differently than originally projected in the 2019-2020 DDA Budget as present to the DDA Board in March of 2019 and adopted by the City Commission in June of 2019; and

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

WHEREAS, adoption of an annual budget by the DDA Board is required under state statute with subsequent forwarding to the City Commission for recommended approval and incorporation into the City's annual budget;

NOW THEREFORE BE IT RESOLVED, that the 2019-2020 DDA Budget is hereby amended as indicated in the attached summary of proposed budget amendments which is made a part of this resolution.

BE IT FURTHER RESOLVED, that the City Finance Director is authorized to change the budgetary appropriations as necessary in accordance with this resolution effective June 8, 2020.

Requested Action: Approve 2019-20 Third Quarter Budget Amendments Resolution

MOTION PASSED 8-0

B. Kellogg Park Concerts

Tuesday, June 16, 2020 Regular Meeting Minutes DRAFT

Chairperson Pollard said the DDA Board needs to have serious discussion about potentially cancelling the Music in the Air concert series. Chairperson Pollard said she is concerned on how concerts can occur with any meaningful social distancing when concerts regularly draw between 4,000-5,000 people. Chairperson Pollard said she doesn't believe that the COVID-19 situation is going to change significantly by the end of August, but wants DDA Board Members to give their input.

Mayor Wolcott said that City administration has been working on a plan that includes marking areas in Kellogg Park for social distancing. Mayor Wolcott said he would be comfortable moving forward with the concerts as there is data showing that outdoor transmission rates are low. Mayor Wolcott said it will be imperative for City administration to show their safety plan for events to the DDA Board and City Commission before moving forward.

Director Farmer asked if the park would be split for those concerned about social distancing and those who are not.

Mayor Wolcott said that administration is developing a plan that would include physical distancing circles in all of Kellogg Park and volunteers to help with social distancing compliance.

Executive Director Bruscato said the plan is contingent on Governor Whitmer moving into the next phase of opening that would allow for larger crowds and that street closures around the park would likely be part of the plan.

Director Elliott said it would be irresponsible as leaders of the community to hold these concerts. Elliott said that thousands of people come to the concerts and she is concerned about disputes between these people over social distancing. Elliott says there is no way to control the crowd. Elliott said the virtual concerts are a good alternative.

Director Johnson said it will be impossible to police the crowd and it could be a recipe for disaster. Johnson said that he doesn't think concerts can logistically work with social distancing guidelines in place.

Director Rieli said that we need some sense of normalcy and there are very few instances of transmission outdoors. Rieli said if people aren't comfortable coming they can stay home. Rieli said leaders need to work on bringing people back together.

Director Farmer said that the City can develop appropriate measures to invite people to come together.

Tuesday, June 16, 2020 Regular Meeting Minutes DRAFT

Director Hynes asked which dates have been cancelled so far.

Executive Director Bruscato said the next possible date is July 17, and staff is working on a virtual concert for June 26.

Director Hynes said that the decision should be based off the number of people allowed to gather in the Governor's orders.

Chairperson Pollard said that the DDA Board can discuss the status of future concerts at the July Board meeting.

8. REPORTS AND CORRESPONDENCE

A. Saxton's Expenditure Report

Executive Director Bruscato presented the May 2020 Saxton's Expenditure Report.

B. WGI – Central Parking Deck repairs estimate

Executive Director Bruscato explained costs associated with the Central Parking Deck repairs estimate.

Director Johnson said that repairs are needed to light on the perimeter of the Central Parking Deck.

Executive Director Bruscato said that staff will have an electrician look at the lights on the perimeter on the parking deck.

C. Fleet Street signage – Patrick O'Neill comments

My apologies for my absence, I am attending a granddaughter's graduation tonight. I've asked that my comments be read to reference some of the recent confusion about parking and standing on Fleet Street. While I realize there is a lot of issues going on in the city, it seems that approximately two weeks ago, almost in the dark of night, signs were posted all over Fleet Street that prohibited any parking, standing or waiting in the alleyways. This came as a great surprise to many retail and restaurant owners especially in lieu of the virus when these businesses were encouraged to only offer take-out services, and the alleyway was the most practical location. The biggest frustration was that none of this was communicated to any of the owners and, more importantly, it was done without even a discussion with the DDA commission. We would seem to be the most practical governing body for that area and this was done without any discussion. Most surprisingly in communicating with Chris Portman and Oliver Wolcott it seems nobody is taking any ownership for having put

Tuesday, June 16, 2020 Regular Meeting Minutes DRAFT

up the signage. My concern is twofold, first our role is to help support the businesses, and I think having a proper way to handle this pickup and carry out service is something we need to help address. More importantly, my first day on the commission, there was a big uproar about the lack of transparency between the city and the board. Promises were made that transparency and communication would improve, I feel like we need to once again revisit that issue. Thanks for your time. Pat

9. ADJOURNMENT

Director Elliott made a motion seconded by Director Johnson to adjourn the DDA Regular Meeting.

MOTION PASSED 8-0

Meeting adjourned at 8:49 p.m.

DDA 2018 Five Year Strategic Plan

City of Plymouth

Goal	Task	Responsible Party	Timeframe	Funding Source	Status Update as of 7/13/2020
Identify Alternative Funding Sources	Develop a vision/plan to explore and identify alternative funding mechanisms for capital improvement projects. Plan should include "Action Plan" that identifies steps for obtaining funding via each funding source.	DDA Board	Short Term	DDA Funding/ Grants/Public-Private Partnerships	Delayed because of COVID-19. The Finance Committee consisting of DDA Board directors Maura Hynes, Scott Foess and Ellen Elliott held its first meeting on January 13, 2020. The assignment for each member is to bring two suggestions for potential funding. The 4/13/2020 meeting was cancelled.
	Establish a DDA Finance Committee.	DDA Board	Short Term	No Cost	The 4/13/2020 meeting cancelled because of COVID-19
Increase Parking Inventory	Create Comprehensive Parking Plan that determines existing and future parking needs, and 1-5 year vision for parking facilities, including reconstruction of parking deck. Plan should also identify, evaluate and prioritize funding and revenue sources (paid parking, assessments, private/public partnerships, advertising, etc.).	DDA Board/Parking Sub-Committee	Short Term	Paid Parking, Assessments, Public-Private Partnerships	Delayed because of COVID-19. City staff will reconvene working on plan when appropriate. DDA Staff is analyzing kiosks and quotes from two vendors to give a recommendation to the project team at the next meeting.
	Assist in moving Saxton's development project forward by hosting/participating in joint planning meeting to discuss site plan features with the City Commission and Planning Commission.	City Administration/ DDA Staff/ Planning Commission	Short Term	No Cost	The City Commission approved the PUD and sale agreements at its 7/6.2020 meeting. Tenants are moving out and the developer is paying rent to the DDA as it begins renovations of the Jewell & Blach building.
Make Downtown More Pedestrian Friendly	Repair/replace tree grates; maintain existing and install where needed. Investigate tree grates made of more flexible material to avoid heaving.	DDA Staff	Short Term	DDA Funding/Public-Private partnerships	DDA Board approved DDA Infrastructure Master Plan proposal at March 2019 Board Meeting. Wade Trim currently working on plan.
	Create a sense of arrival/entryway into downtown by improving pedestrian crossings identified in 2017 goals (Main/Church, Harvey/Penniman, Harvey/Wing and Main/Wing)	DDA Staff	Medium Term	DDA Budget/City Budget/Grants	The passage of the street bond proposal on the 11-5-2019 ballot could have money for improvement of streets and pedestrian crossing signals downtown. This year's plan for re-striping downtown parking spaces also includes additional striping at the crosswalks with reflective paint to make them more distinctive for both pedestrians.
	Create tree lighting plan to provide full LED display on all trees within desired boundary (purchase, installation and maintenance)	DDA Staff	Short Term	DDA Budget/Partnerships with Property and Business Owners	The 2020-21 main project was to replace half the lights on Forest Ave. with the remainder to be replaced next fiscal year. We have added four trees to the mix, with the public-private partnership with Delta Diamond, Ann Arbor Brewing and Keller Williams.
	Increase lighting, especially in alleys	DDA Staff	Short Term	DDA Budget	New lights have been added in the Central Parking Deck walkway between Park Place Gastro Pub and The Sardine Room on 2-5-20.
Kellogg Park	Develop and implement Kellogg Park improvements (turf, preserve tree canopy, more permanent solution for bandstand) by creating a fundraising campaign (brick pavers, corporate sponsorship, donations).	City Commission/ DDA Board	Medium Term	Fundraising/Grants	Wade Trim presented alternatives for potential projects as part of the Kellogg Park Master Plan at the 4/13/2020 meeting. Preparing a final draft.
	Fountain Completion	City Commission	Short Term	Wilcox Foundation	Mayor Wolcott and The Wilcox Foundation have agreed to move the project to spring 2021. The City Commission on 3/2 approved the contract with The Wilcox Foundation to fund the Kellogg Park fountain...with a \$20,000 contribution from the DDA (previously approved by the DDA Board) and \$30,000 from the City.
Support Businesses	Support business mix by creating a clearinghouse of all requirements (i.e. site development, marketing properties to decrease vacancies, façade improvement program, Redevelopment Ready Communities (RRC) Program)	DDA Staff/ City Administration/ City Commission	Short Term	No Cost	DDA Staff has been updating website and social media with business information during COVID-19. Nearly 90 barricade banners have been put on social district patios...a combination of DDA/City, merchant and non-profit banners. Takeout Tuesday contest for restaurants and Downtown Plymouth Shopping Center for patios.
New Items	Develop plan for DDA future street lighting upgrade and phased implementation	DDA Staff	Long Term	No Cost	Wade Trim to give an update on DDA Master Plan at 6/8/2020 meeting.
	Complete a study of infrastructure in the DDA including electricity, plumbing, water, sidewalks, and trees	DDA Staff/City Administration	Short Term	DDA Budget	Completed by Wade Trim as part of the DDA Master Plan.



ADMINISTRATIVE RECOMMENDATION

To: DDA Board
From: DDA Staff
CC: S:\DDA\Shared Files\DDA Board\DDA Agendas\DDA agendas 2020/July2020
Date: 7/13/2020
Re: Tree lights expenditure resolution

BACKGROUND:

The City Commission and DDA Board have passed the DDA's 2020-21 fiscal year budget, which includes \$20,000 for repair and installation of new tree lights throughout Downtown Plymouth.

Our tree light contractor, Holiday Lighting Service of Manchester, Michigan, usually makes multiple trips to Plymouth to repair and install tree lights. However, this summer he plans to spend a week downtown, which will allow the DDA to repair and replace lights, primarily on Forest, at a cost not-to-exceed \$20,000.

While the \$20,000 has been budgeted and approved, any spending over \$5,000 must have the approval of the DDA Board.

RECOMMENDATION:

Staff recommends the DDA Board authorize payment of up to \$20,000 in July to Holiday Lighting Service to complete the repair and installation of tree lights on Forest Ave.

Funding for this project is authorized from account # 248.820.933.000 in the 2020-21 budget, which has already been adopted by the City Commission and DDA Board.

RESOLUTION

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

WHEREAS The Downtown Development Authority Board has made it a priority to improve the aesthetics of Downtown with holiday lights in the downtown trees to improve the look and feel of Downtown, and

WHEREAS The Downtown Development Authority Board of Directors allocated \$20,000 in the 2020-21 budget to maintain and replace the holiday tree lights in Downtown Plymouth, and

WHEREAS DDA Staff and contractor Holiday Lighting Service have identified Forest as a priority maintenance and replacement of holiday tree lights during the 2020-21 fiscal year, and

WHEREAS The Downtown Development Authority Board is required to authorize all expenditures over \$5,000,

NOW THEREFORE BE IT RESOLVED THAT as of July 1, 2020, the Downtown Development Authority Board hereby authorizes up to \$20,000 as payment to Holiday Lighting Service for the summer 2020 installation of new tree lights and maintenance of current lights along Forest and throughout downtown. Funding for this effort is authorized from account # 248.820.933.000.



Information Only

To: DDA Board
From: DDA Staff
CC: S:\DDA\Shared Files\DDA Board\DDA Agendas\DDA Agendas2020\July2020
Date: 7/13/2020
Re: Music in the Air concert discussion

The 2020 Music in the Air Friday night concert series has been postponed through Friday, July 10 due to Michigan Governor Gretchen Whitmer's Executive Orders relating to the COVID-19 pandemic. Under the current guidelines from the Governor, only gatherings of up to 100 people are permitted. Governor Whitmer's Executive Orders can be found here: https://www.michigan.gov/whitmer/0,9309,7-387-90499_90705---,00.html

Although holding concerts in Kellogg Park would not be a possibility under the current Executive Order, DDA staff and City administration have been working on plans to add safety protocols for concerts and other events should larger gatherings be allowed under the Governor's orders. Those plans are expected to be part of the City Commission agenda on July 20.

Attached is a draft COVID-19 Event Guidelines for all events held in Kellogg Park, as well as specific plans for concerts, including the DDA's "Music in the Air" series. These documents are currently under administrative and legal review, and are not the final documents. Final documents will be approved by the City Commission, possibly at the July 20 meeting.

At the June 16, 2020 DDA Board meeting, the DDA Board had a discussion regarding the remainder of the 2020 concert season. At that meeting, the DDA Board indicated that no concerts should be held prior to the July 13 meeting and that further discussion on the future of the 2020 season would be discussed at tonight's meeting.



City of Plymouth 2020 Event Information

COVID-19 Recommendations

The City of Plymouth requires that the following guidelines be followed for public health and safety at your event to help limit the spread of COVID-19. The City of Plymouth adopted the following guidelines using the latest recommendations from the CDC (www.cdc.gov/coronavirus) and the State of Michigan (www.michigan.gov/coronavirus). Events must follow all local, state and federal laws. Events must follow all Executive Orders and Health Department regulations. All Events must have an approved Special Event Application on file prior to hosting any event.

Please review the following checklist and submit any applicable information. Please call (734) 453-1234 ext. 203 if you have any questions. Please visit www.plymouthmi.gov for a special event application.



Outdoor Events

To help increase safety at your outdoor event, the City asks you to adhere to the following recommendations for your outdoor event and provide details on how your event will meet each recommendation (where applicable).

- The maximum number of people in attendance at your event cannot exceed the number allowed under the applicable State Executive Order. Please indicate how many guests you expect at your event, how you plan to manage social distancing, and please indicate which Executive Order applies to your event.

- State guidelines recommend establishing a COVID-19 response plan that is tailored to your specific venue. Please indicate your response team or response leader and include design, implementation, monitoring and reporting on key practices that apply to all site visitors.

- State guidelines require that employees and volunteers receive COVID-19 training. Please make sure that all people working at the event (including any contract employees and/or volunteers) have been trained on the following:
 - Appropriate use of PPE
 - Steps an employee must take to notify of symptoms
 - How to interact safely with guests
 - How to enforce safety precautions for guests

- How to report unsafe working conditions

- The Wayne County Health Department must be notified if there are confirmed positive cases of employees, contracted company employees, volunteers, and/or guests. The Wayne County Health Department can be reached at (734) 727-7078.
- Event employees, volunteers and contract workers must complete a daily screening protocol (see City of Plymouth COVID-19 Employee Daily Screening Procedure Form for example) prior to coming in to work an event. The screening questionnaire must include verbiage requiring an employee to stay home if they fail the screening protocol and must meet all Wayne County Health requirements.
- State guidelines require that all new policies be communicated to guests prior to and during your event (this includes City approved signage and digital communication).
- State guidelines indicate that spacing must occur in any lines at your event to maintain social distancing (includes restrooms, attractions, vendors, etc.). Please make sure markings of six feet are visible at any location where lines are expected.
- Any events using the band shell and stage must block off an area of 10 feet in front of and on the sides of the band shell to be coordinated with the Department of Municipal Services.
- There should be no shared items for guests and areas of high guest interactions should be removed.
- Events must conduct frequent cleaning of any high touch surface areas.
- Hand sanitizer must be available for guests of the event.
- Face coverings must be provided to all workers of the event. Face coverings should be worn when six feet social distancing cannot be observed outdoors.
- If your event requires the use of the public restrooms, the City will provide sanitizing and cleaning services at a cost determined as part of the Special Event application renewal and approval process.

REQUIRED CITY APPROVED SIGNAGE

- Signage must be posted near event entrances informing guests not to enter if they are or have been sick. Signage should also include verbiage that states that guests accept any potential risk of attendance.
- Signage must be posted throughout the event site reminding guests to maintain proper social distancing of at least six feet.
- Signage must be posted throughout the event to remind guests of proper hygiene practices and to wear face coverings when six feet social distancing cannot be maintained.

DRAFT - Under Legal & Administrative Review - DO NOT USE



City of Plymouth 2020 Event Information

COVID-19 Recommendations

The City of Plymouth requires that the following guidelines be followed for public health and safety at your event to help limit the spread of COVID-19. The City of Plymouth adopted the following guidelines using the latest recommendations from the CDC (www.cdc.gov/coronavirus) and the State of Michigan (www.michigan.gov/coronavirus). Events must follow all local, state and federal laws. Events must follow all Executive Orders and Health Department regulations. All Events must have an approved Special Event Application on file prior to hosting any event.

Please review the following checklist and submit any applicable information. Please call (734) 453-1234 ext. 203 if you have any questions. Please visit www.plymouthmi.gov for a special event application.



DRAFT

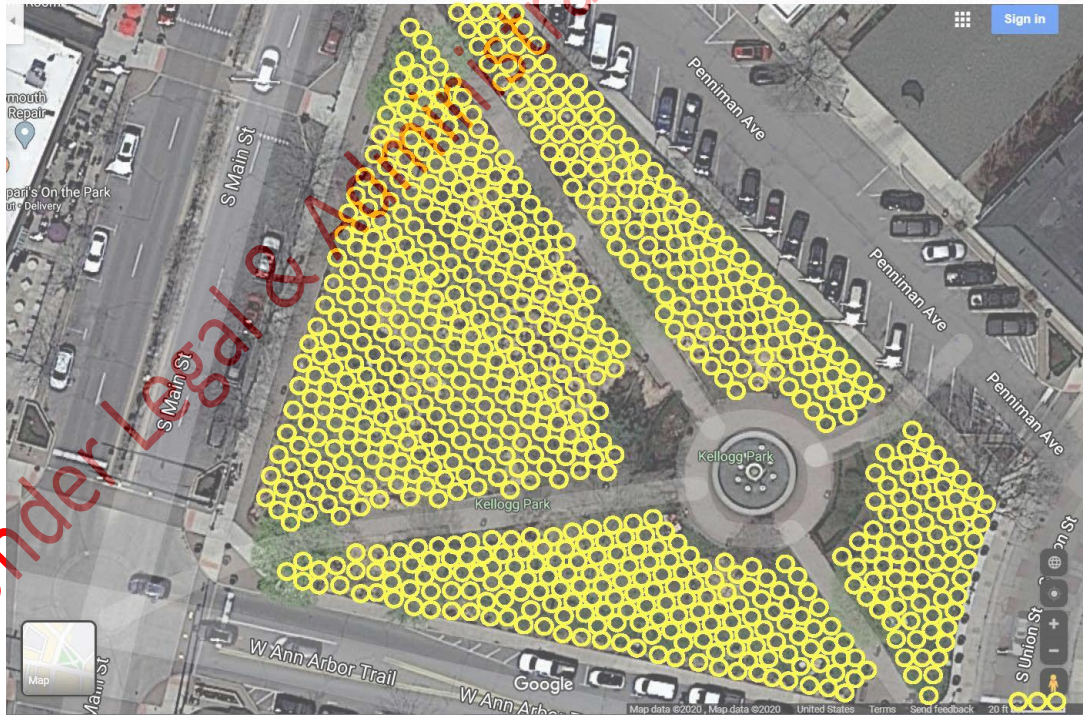
Under Legal & Administrative Review - DO NOT USE

Outdoor Events

To help increase safety at your outdoor event, the City asks you to adhere to the following recommendations for your outdoor event and provide details on how your event will meet each recommendation (where applicable).

- The maximum number of people in attendance at your event cannot exceed the number allowed under the applicable State Executive Order. Please indicate how many guests you expect at your event, how you plan to manage social distancing, and please indicate which Executive Order applies to your event.

Although the concerts regularly draw 4,000,-5,000 people, social circles will limit attendance to approximately 750 attendees. Social circles in Kellogg Park will designate areas for social distancing (see image below) [WE WILL NOT BE ABLE TO HOST FRIDAY NIGHT CONCERTS UNTIL GOVERNOR'S EXECUTIVE ORDERS ALLOW FOR LARGER GATHERINGS]



- State guidelines recommend establishing a COVID-19 response plan that is tailored to your specific venue. Please indicate your response team or response leader and include design, implementation, monitoring and reporting on key practices that apply to all site visitors.

Response leadership team: Tony Bruscato, Sam Plymale, James Geitzen, Security Team, Plymouth PD, Plymouth Fire, and HVA bike team. Hygiene, mask wearing recommendations and social distancing recommendations will be posted on signage at all main entryways into Kellogg Park. (see examples of signage at the end of the form) Hand Sanitization stations will be available at major crosswalk locations. (See image below) Public restrooms and/or porta potties will have social distancing markings on the ground for those standing in lines. Restrooms will be regularly sanitized by DMS staff during the event. Bandshell will be barricaded in the front and the sides. COVID-19 announcements prior to concert.



SAFETY SETUP FOR DOWNTOWN PLYMOUTH CONCERTS

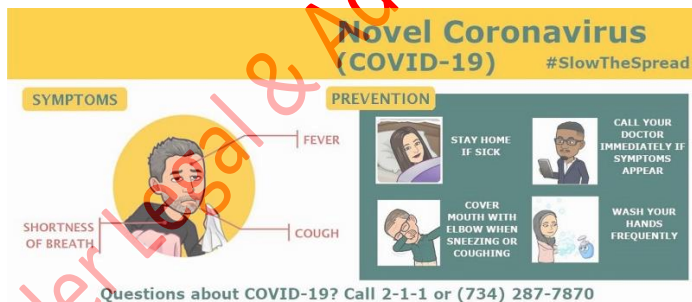
- State guidelines require that employees and volunteers receive COVID-19 training. Please make sure that all people working at the event (including any contract employees and/or volunteers) have been trained on the following:

- Appropriate use of PPE
- Steps an employee must take to notify of symptoms
- How to interact safely with guests
- How to enforce safety precautions for guests
- How to report unsafe working conditions

All response leadership team will be briefed on COVID-19 protocols

- The Wayne County Health Department must be notified if there are confirmed positive cases of employees, contracted company employees, volunteers, and/or guests. The Wayne County Health Department can be reached at (734) 727-7078.

Wayne County Health Department signage on site in Kellogg Park.



The Wayne County Health Department must be notified if there are confirmed positive cases of COVID-19 at today's event. Please report any positive cases to the Wayne County Health Department at (734) 727-7078.

- Event employees, volunteers and contract workers must complete a daily screening protocol (see City of Plymouth COVID-19 Employee Daily

Screening Procedure Form for example) prior to coming in to work an event. The screening questionnaire must include verbiage requiring an employee to stay home if they fail the screening protocol and must meet all Wayne County Health requirements.

All City employees, volunteers and contract employees will fill out a City of Plymouth COVID-19 Event Screening Form day of the event.

APPENDIX B



City of Plymouth

COVID-19 Employee Daily Screening Procedure Form

In accordance with Wayne County Local Health Department Emergency Public Health Order #20-02, in response to the COVID-19 pandemic under MCL 333.2453, all City employees reporting for work shall screen themselves upon arrival at their work site. Screening shall consist of answering the following questions, signing and dating this form. The form shall be turned in to the on-duty supervisor upon completion.

- Do you have any of the following symptoms: fever, cough, shortness of breath, sore throat, or diarrhea? Yes No
- Do you have a fever? Yes No
- Within the last 14 days, have you had contact with an individual diagnosed with COVID-19? Yes No
- Have you traveled via airplane internationally or domestically in the last 14 days? Yes No

Employee

Date

On-Duty Supervisor

Date

- **State guidelines require that all new policies be communicated to guests prior to and during your event (this includes City approved signage and digital communication).**

Signage on site (see examples at the end of this document), protocols on DDA website and social media. COVID-19 announcements to be made on stage prior to concert and during intermission.

- **State guidelines indicate that spacing must occur in any lines at your event to maintain social distancing (includes restrooms, attractions, vendors, etc.). Please make sure markings of six feet are visible at any location where lines are expected.**

Social distance markings will be placed near the public bathrooms at The Gathering and any additional porta-potties. (see image under the second bullet point)

- **Any events using the band shell and stage must block off an area of 10 feet in front of and on the sides of the band shell to be coordinated with the Department of Municipal Services.**

Band shell area will be blocked by DMS off using bike fencing. (see image under second bullet point)

- **There should be no shared items for guests and areas of high guest interactions should be removed.**

No sponsor/nonprofit tents/giveaways, no fire truck tours/hat giveaways, no food vendors (including no popcorn wagon), and recommendation of no dancing or crowding around stage

- **Events must conduct frequent cleaning of any high touch surface areas.**

Cleaning operations as determined by DMS.

- **Hand sanitizer must be available for guests of the event.**

Sanitizing stations will be set up around Kellogg Park. (see image in second bullet point for locations)

DRAFT - Under Legal & Administrative Review, DO NOT USE

- Face coverings must be provided to all workers of the event. Face coverings should be worn when six feet social distancing cannot be observed outdoors.

City employees, contract employees and volunteers will all be required to wear face coverings at all times during the event.

- If your event requires the use of the public restrooms, the City will provide sanitizing and cleaning services at a cost determined as part of the Special Event application renewal and approval process.

Our event will require public restrooms that will need regular sanitization during the event.

REQUIRED CITY APPROVED SIGNAGE

- Signage must be posted near event entrances informing guests not to enter if they are or have been sick. Signage should also include verbiage that states that guests accept any potential risk of attendance.
- Signage must be posted throughout the event site reminding guests to maintain proper social distancing of at least six feet.
- Signage must be posted throughout the event to remind guests of proper hygiene practices and to wear face coverings when six feet social distancing cannot be maintained.

The following signs will be posted in Kellogg Park. The locations of where these will be posted can be seen in the image under the second bullet point.

Please stay within the social distancing circles during your visit to today's event



Novel Coronavirus (COVID-19) #SlowTheSpread

SYMPTOMS



PREVENTION



Questions about COVID-19? Call 2-1-1 or (734) 287-7870

The Wayne County Health Department must be notified if there are confirmed positive cases of COVID-19 at today's event. Please report any positive cases to the Wayne County Health Department at (734) 727-7078.

PREVENT THE SPREAD OF COVID-19

PROTECT YOURSELF



Clean Your Hands

- Wash your hands often with soap and water for at least 20 seconds, especially after coughing or sneezing.
- If soap & water are not available, use hand sanitizer that contains at least 60% alcohol.
- Avoid touching your eyes, nose, and mouth.



Avoid Close Contact

- Avoid close contact with people who are sick.
- Put at least 6 feet distance between yourself and others.

PROTECT OTHERS



Stay Home

- Stay home if you are sick.
- Seek medical care if necessary.



Wear a Face Covering

- Wear a cloth face covering in public settings where social distancing is difficult to maintain.
- Do not touch your eyes, nose or mouth when removing your face covering.
- Face coverings should be routinely washed depending on the frequency of use.



Cover Coughs & Sneezes

- Cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow.
- Throw away used tissues.
- Wash your hands immediately with soap and water for at least 20 seconds. If soap & water are not available, use hand sanitizer that contains at least 60% alcohol.



Clean & Disinfect

- Clean and disinfect frequently touched surfaces daily (tables, doorknobs, light switches, phones, toilets, faucets, etc.).
- Use detergent or soap & water before disinfecting.
- Most household disinfectants work.
- If disinfecting with alcohol solutions, make sure the solution has at least 70% alcohol.

Fuentes de contenido: Centers for Disease Control and Prevention (CDC)

Please wear a cloth face covering.



Maintain a distance of 6 feet whenever possible.



[cdc.gov/coronavirus](https://www.cdc.gov/coronavirus)

Stop the Spread of Germs

Help prevent the spread of respiratory diseases like COVID-19.



Stay at least 6 feet (about 2 arms' length) from other people.



Cover your cough or sneeze with a tissue, then throw the tissue in the trash and wash your hands.



When in public, wear a cloth face covering over your nose and mouth.



Clean and disinfect frequently touched objects and surfaces.



Stay home when you are sick, except to get medical care.



Wash your hands often with soap and water for at least 20 seconds.



[cdc.gov/coronavirus](https://www.cdc.gov/coronavirus)

11/17/20 09:11:00 AM



ADMINISTRATIVE RECOMMENDATION

To: DDA Board
From: DDA Staff
CC: S:\DDA\Shared Files\DDA Board\DDA Agendas\DDA agendas 2020/July2020
Date: 7/13/2020
Re: Waste Management contract for Fleet St. trash

BACKGROUND:

The Plymouth Downtown Development Authority is the negotiator and holder of the contract for solid waste pickup around what is commonly called the Fleet St alley, serving approximately three-dozen businesses. While the contract is under the name of the DDA, each individual business that uses the compactors and recycling bins is charged a pro-rated cost, depending on how much usage. For example, a restaurant will pay a higher percentage because of high daily use, as compared to the DDA office which has one bag of trash a week.

The DDA has been using Republic Services to pickup trash since the latest contract in 2015, and for the past couple of years has been renewing the contract on an annual basis at the same rate. Republic recently noted that it was time to recalculate the contract, which gave staff an opportunity to get quotes from other solid waste providers. While staff contacted several companies, the only one that responded with a quote was Waste Management.

While the Republic quote (see below) increased about \$1,200 a month from our current rate, the Waste Management quote came in at a couple of hundred dollars below what we currently pay Republic (see below).

There are a number of advantages with making the change in solid waste companies. Waste Management is building three, custom-made trash compactors for the Fleet St. area. Each will have a key pad as each customer will have a code in order to dump trash.

We currently have two trash compactors and three recycling bins around the Fleet St. alley. However, it will be more efficient and cost-effective to have three compactors total in the alley.

While three of the bins are for cardboard recycling, Waste Management has its own landfill and recycles all trash to make methane gas that is used by communities, which will allow us to have three fewer containers around the alley.

Waste Management also has an electronic monitoring system for each compactor, which is able to determine how much trash is being dumped each day. That will allow for us to increase the number of daily pickups during high usage months, such as the summer, and fewer daily pickups for less capacity times, such as the winter. Since rates are determined by the number of days trash is pickup up, that should mean a savings for each business if we, for example, go from six-day-a-week pickups in the summer to four days in the winter.

And, Waste Management will continue to bill each individual customer, as is currently being done.

RECOMMENDATION:

Staff recommends the City of Plymouth Downtown Development Board of Directors approve a 3-year contract with Waste Management for solid waste services for businesses located in and around the Fleet St. alley, with each business to be billed individually. The contract calls for a negotiated 6 to 15 percent increase each year of the contract, and can be opted out by the DDA each year without penalty.



Appendix A

City of Plymouth

Outside Sales Consultant: Jonathan Tanas

Suggested Disposal method

- Installation of a **custom-made** brand new 6-yard vertical Compactor with a 4:1 Compaction Ratio
- Customer **Specific Billing** for each location approved
- **Guaranteed Service** times at your convenience
- The compactor will have a **full warranty and maintenance package included**, covering any and all maintenance issues (**parts and labor included**)
- All maintenance issues will be resolved **within 24 hours or sooner** with local part suppliers to ensure immediate resolution
- **Dedicated account manager** providing dedicated customer support with their direct contact information, no more #800 numbers
- **New Smart Truck technology** – The ability to track each haul via live stream to get pinpoint accurate service needs during the calendar the year.
- Initial Delivery Service Charge **Waived** totaling \$875.00 of savings
- **Complimentary Digital Lox Box**: Input the security code to unlock the compactor
- Ability **to increase and decrease service** levels as needed during high and low service spikes
- **On demand** Temporary container service, for big events and festivals, (next day delivery)
- Lease Fee for 3x, 6-yard Compactors with full coverage warranty, parts and labor included = \$906.00
- ALL in Price for waste removal = 990.01
- Grand Total, ALL in Price = 1,896.01
- Agreement Term: 3 Year with a 3 Year Auto Renew
- **New Agreement Concession**: Agreement break clause: In section 4 of the agreement states that if the customer does **NOT** accept the consensual price increase on the anniversary date of the agreement, Customer can **cancel** the agreement within one month of the anniversary date with **ZERO** Liquidated damages. The price increase can also be discussed with the account manager if the customer wishes to stay with Waste Management but requests a reduced-price increase. The Customer has the opportunity to cancel the agreement every year for CPI reasons.



Waste Management of Michigan, Inc.
 48797 Alpha Dr Suite 100
 Wixom, MI, 48393
 (866) 797-9018

WM Agreement #
 Customer ID
 Acct. Name
 Salesperson
 Effective Date
 Last PI Date

S0012796308
 Town of Plymouth
 Jonathan Tanas
 7/31/2020

Service Agreement

Non-Hazardous Waste Service Summary

Service Information

Name	Town of Plymouth	Contact	Anthony Bruscato
Address	816 PENNIMAN AVE	Telephone #	(734) 891-6485
City State Zip	PLYMOUTH, MI 48170-1622	Fax #	
County/Parish		Email	

Billing Information

Name	Town of Plymouth	Contact	Anthony Bruscato
Address	816 PENNIMAN AVE	Telephone #	(734) 891-6485
City State Zip	PLYMOUTH, MI 48170-1622	Fax #	
County/Parish		Email	

Customer Comments: Lease Fee for 3x, 6 yard compactors = \$906.00. Special Note: Town of Plymouth will ensure each of the tenants will pay for the respective part of the shared bill. If any of tenants do not pay beyond 60 days, (accrued debt for service) Town of Plymouth will be responsible to pay the balance.

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency	Base Rate	
3	6 Yard FEL Compactor	MSW Commercial	4xPer Week	Fuel & Environmental/RCR	\$ 737.47 \$ 252.54 *

Current rate for Extra Pickup (per Lift): \$ 200.00 Current FSC 10.28%, EVC 17.50%, RCR 3.60% **MONTHLY TOTAL :** \$ 990.01 *

Customer's Waste Materials not to exceed an average weight of lbs./yard.

Administrative Charge	\$ 6.50 *
MONTHLY GRAND TOTAL	\$ 996.51 *

Initial One Time Service Charges*

Initial Delivery \$ 0.00

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge ("FSC"), Environmental Charge ("EVC"), and Regulatory Cost Recovery Charge ("RCR") apply to all other Charges whether or not listed on this summary. Any FSC, EVC and RCR amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about these charges and their calculation can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

Contract Term is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature _____ Printed Name _____ Title _____ Date _____

Company Waste Management of Michigan, Inc. _____ Printed Name _____ Waste Management Sales Rep. _____ Title _____ Date _____

Terms and Conditions on following page(s)

- 1. (a) SERVICE GUARANTEE.** We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the service summary as provided, which for Services purchased online include the information and terms disclosed during the order and checkout process (collectively, the “Service Summary”), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.
- (b) SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the “Services”) all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the “Agreement”). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer's new service location(s) if such location(s) is within Company's service area. Customer represents and warrants that the materials to be collected under this Agreement shall be only “Waste Materials” as defined herein. For purposes of this Agreement, “Waste Materials” means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer's Service Address(es). Waste Materials includes “Special Waste”, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, “Excluded Materials”). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.
- 2. CONTRACT TERM.** The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the “Contract Term”) is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.
- 3. TERMINATION RIGHTS.** Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase; (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by Company, (i) if as a result of Customer's breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer's service location(s) after the effective date of the termination of this Agreement.
- 4. (a) CHARGES; ADDITIONAL SERVICES; CHANGES.** The initial charges, fees and other amounts payable by Customer (“Charges”) for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of “Additional Services”, which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.
- (b) PERMITTED PRICE INCREASES** Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the Fuel Surcharge, Regulatory Cost Recovery Charge, Recyclable Materials Offset, Environmental Charge, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on enterprise-wide basis, including Company and all Affiliates); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index (“CPI”) for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer's last CPI based price increase date (“PI Date”). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company's costs.
- (c) CONSENSUAL PRICE INCREASES** Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a “Consensual Price Increase”). If Customer does not accept the Consensual Price Increase, Customer's sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement (within the 30-day period) shall be construed as Customer's acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer's Charges (a “Negotiated Price Adjustment”) as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.
- 5. INVOICES; PAYMENT TERMS** Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified in the Service Summary, or if the Customer elects to participate in the Company's electronic billing program, make them available by email to Customer's designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third party billing portal or program. In no event shall the use by Company of Customer's or any third party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by Company and subject to applicable convenience fees and other costs charged by Company, from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.
- 6. EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of \$100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment, Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12(vi) and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (j) "business day" means Monday through Friday, excluding bank holidays.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services. All Recyclable Materials must be clean, dry, unshredded, empty, loose and unbagged. (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. (ii) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Special Waste, Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. (iii) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer shall pay Company for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin (collectively the "Cost"). Without limiting the foregoing, Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials, Special Waste, Excluded Materials, and/or all of part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's Cost. (iv) Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) Company's processing cost per ton, including costs of disposal for contamination, plus profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by Company from time-to-time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, a RMO credit may apply, at Company's sole discretion. (v) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, charges may include separate fuel and environmental surcharges as set forth at www.wm.com. (vi) Notwithstanding anything to the contrary set forth above, the liquidated damages calculation set forth in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages. (vii) Service arrangements will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.

RESOLUTION

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

WHEREAS The City of Plymouth Downtown Development Authority negotiates for solid waste services for about three dozen businesses in and around the Fleet St. alley,

AND WHEREAS after six years it was time to re-evaluate the current contract with Republic Waste and seek quotes from other solid waste haulers,

AND WHEREAS Waste Management has offered a contract that will be lower than the current rates paid to Republic, and about \$1,200 lower than the proposed quote by Republic,

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth Downtown Development Authority Board of Directors does hereby authorize a three-year contract with Waste Management for solid waste services in accordance with their proposal.

Saxton's Property Revenue/Expenditure Report

Jun-20	
ITEM	COST
Electricity	\$352.38
Gas	\$130.02
Water	\$98.21
Lawn services	\$104.00
TOTAL EXPENSES:	\$684.61
TOTAL RENT COLLECTED:	\$0.00
MONTHLY SURPLUS/DEFICIT:	-\$684.61

Total Surplus/Deficit Since Property Purchase May 2015	
2015	-\$28,832.58
2016	\$9,261.73
2017	\$36,956.82
2018	\$38,218.60
2019	\$16,089.00
Jan-20	\$1,254.76
Feb-20	\$1,199.17
Mar-20	-\$1,571.10
Apr-20	-\$3,089.07
May-20	-\$11,856.95
Jun-20	-\$684.61
TOTAL SURPLUS/DEFICIT:	\$56,945.77