



Plymouth City Commission

Regular Meeting Agenda

Monday, May 16, 2022 7:00 p.m.
Plymouth City Hall & Online Zoom Webinar

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

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

Join Zoom Webinar: <https://us02web.zoom.us/j/86259279513>

Webinar ID: 862 5927 9513 Passcode: 404448

1. **CALL TO ORDER**
 - a. Pledge of Allegiance
 - b. Roll Call
 - c. Proclamations
 - i. Employee Memoriam
 - ii. Public Works Week
 - iii. Police Week
2. **APPROVAL OF MINUTES**
3. **APPROVAL OF THE AGENDA**
4. **ENACTMENT OF THE CONSENT AGENDA**
 - a. Approval of April 2022 Bills
 - b. Authorization to Hire – Part Time Staff
 - c. Special Event: Memorial Day Procession May 30, 2022
 - d. Special Event: Fund Run 5K August 21, 2022
5. **CITIZEN COMMENTS**
6. **COMMISSION COMMENTS**
7. **OLD BUSINESS**
8. **NEW BUSINESS**
 - a. Designated Depositories
 - b. Waste and Recycling Rates
 - c. Focus Group Facilitation Proposal
9. **REPORTS AND CORRESPONDENCE**
 - a. Liaison Reports
 - b. Appointments – if needed
10. **ADJOURNMENT**

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

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

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

City of Plymouth Strategic Plan 2022-2026

GOAL AREA ONE - SUSTAINABLE INFRASTRUCTURE

OBJECTIVES

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

GOAL AREA TWO – STAFF DEVELOPMENT, TRAINING, AND SUCCESSION

OBJECTIVES

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

GOAL AREA THREE - COMMUNITY CONNECTIVITY

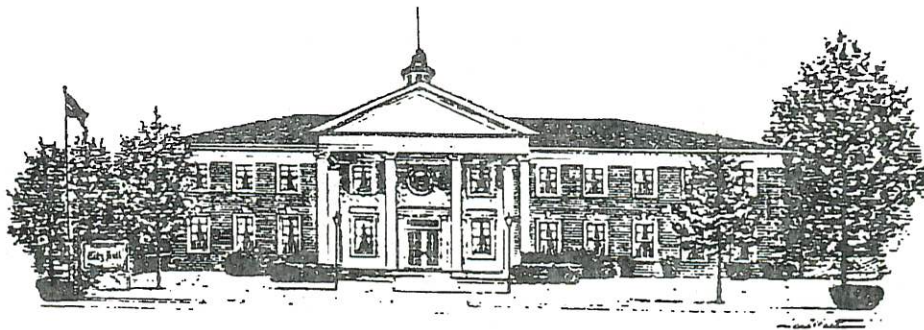
OBJECTIVES

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

GOAL AREA FOUR - ATTRACTIVE, LIVABLE COMMUNITY

OBJECTIVES

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



Memorial Proclamation

Whereas Tony Bruscato began working as the City of Plymouth Downtown Development Authority Director on June 22, 2009; and

Whereas His leadership helped create the beautiful Downtown Plymouth that draws visitors from far and wide; and

Whereas As a gifted communicator, he brought people together and organized countless events and promotions that helped keep Plymouth a small town destination; and

Whereas Tony was genuine, humble and caring, and was quick to share a kind word; and

Whereas Tony was a teammate who was always willing to lend a hand and his efforts and work exemplified the best in our community; and

Whereas Tony Bruscato will be sorely missed by all who knew him or whose life he impacted.

NOW THEREFORE the City of Plymouth family offers most sincere condolences to the family and loved ones of Tony Bruscato who passed away on May 6, 2022 and will be forever missed.



In witness whereof, I have hereunto set my hand and caused the Seal of the City of Plymouth to be affixed hereto this 16th day of May 2022 .

Nick Moroz, Mayor
City of Plymouth, Michigan



Proclamation

WHEREAS Public works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of the City of Plymouth; and

WHEREAS These infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS It is in the public interest for the citizens, civic leaders, and children in the City of Plymouth to gain knowledge and maintain ongoing interest and understanding of the importance of public works first responders and public works programs in our community; and

WHEREAS The year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW THEREFORE, I, Nick Moroz, Mayor of the City of Plymouth, do hereby proclaim the week of May 15-21, 2022, as

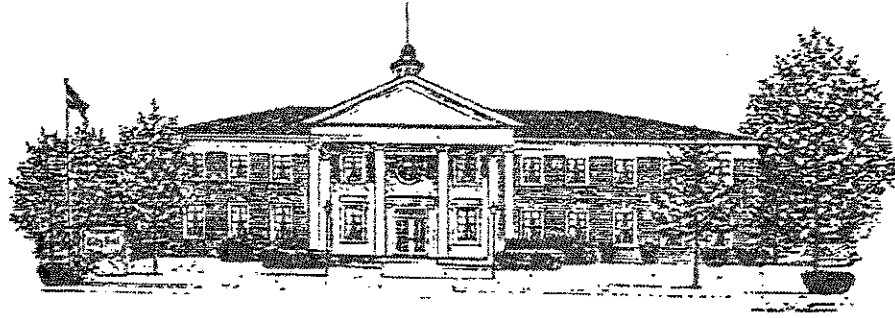
National Public Works Week

I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, and to recognize the substantial contributions they make to protect our health, safety, and quality of life.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Plymouth to be affixed hereto on this 16th day of May 2022.

*Nick Moroz, Mayor
City of Plymouth, Michigan*





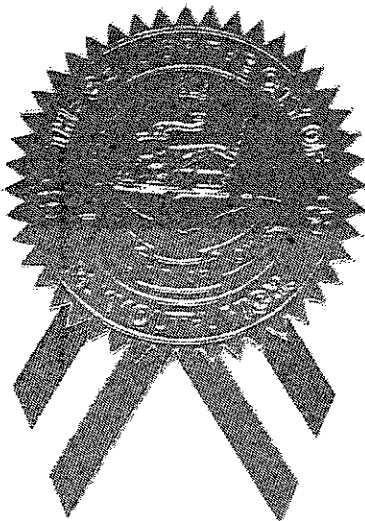
Proclamation

- Whereas* The Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police week; and
- Whereas* The members of the law enforcement agency of the City of Plymouth play an essential role in safeguarding the rights and freedoms of the City of Plymouth; and
- Whereas* It is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and
- Whereas* The men and women of the law enforcement agency of the City of Plymouth unceasingly provide a vital public service.

NOW THEREFORE, I, Nick Moroz, Mayor of the City of Plymouth, call upon all citizens of the City of Plymouth and upon all patriotic, civic, and educational organizations to observe the week of May 15, 2022 as

National Police Week

with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.



In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Plymouth to be affixed hereto this 16th Day of May of Two-Thousand Twenty-Two.

*Nick Moroz, Mayor
City of Plymouth, Michigan*



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 - Authorization to Hire Part time Staff Alexandra Grabowski 5-16-22.docx
Date: May 11, 2022
RE: Authorize to hire – Part Time Staff

BACKGROUND:

The City has a policy which prohibits the hiring of relatives of any current City employee unless the City Manager recommends the hiring to the City Commission, and they approve it. The policy states; *“The hiring of a person who is a relative of any current employee must be specifically authorized by the City Commission upon recommendation of the City Manager.”* We have a situation related to part time staffing.

We are in a pretty constant hiring process for part time Athletic Fields Worker(s) for the Recreation Department. We have interviewed the handful of applicants for the position. The person that the Recreation Department has selected for this position is Alexandra Grabowski and she is the daughter of Jamie Grabowski who is an employee of the City, which means we need City Commission approval.

This situation has come up in the past with part time staff. Many years ago, Chris Porman worked as a part time summer help for Municipal Services while attending college and the City Commission authorized the hiring of his brother Matt for a similar position when he got out of high school. Over the years at Parks and Recreation we have had several cases of brothers and sisters working at the facility, so this is not an unusual situation.

We have also attached a memorandum from Steve Anderson regarding this matter as additional background information.

RECOMMENDATION:

The City Administration recommends that the City Commission authorize the hiring of Alexandra Grabowski a part time Athletic Fields Worker position with the Recreation Department.

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



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: May 10, 2022

Re: Commission approval of hiring of a seasonal employee that is related to another City employee

As you are aware, we have been looking for seasonal help for the position of Athletic Fields Worker.

Duties of the position of "Athletic Fields Worker" includes setting up Don Massey Field daily, maintaining multiple game soccer fields as well as other related field maintenance work.

Keeping with the City's policy of obtaining City Commission authorization for the hiring of relatives of current employees, we would like to seek approval for the hiring of Alexandra Grabowski as a seasonal Athletics Field Worker. Alexandra is the daughter of Jamie Grabowski, Lieutenant of the Police Department.

If approved by the City Commission, Alexandra would be working under my supervision and in no way would not report to any members of the Police Department as we are obviously under two separate departmental "branches".

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

RESOLUTION

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

WHEREAS The City of Plymouth has a hiring policy which prohibits the hiring of any
Relative of a current City employee; and

WHEREAS The Recreation Department has recommended the hiring of
Alexandra Grabowski for a part time position and Jamie Grabowski
Is currently employed by the City as an employee,

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby
specifically authorizes the hiring of Alexandra Grabowski for a part time position with the Recreation
Department.



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 Lions Club

Ph# _____ Fax# _____ Email dhincker@comcast.net Website _____

Address _____ City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Douglas Hincker Title Chairman

Ph# 734-453-7245 Fax# _____ Email dhincker@comcast.net Cell# 734-355-4081

Address 41948 Brentwood Drive City Plymouth State MI Zip _____

Event Name Plymouth Memorial Day Procession

Event Purpose Honor Those servicemen and women who died for their country

Event Date(s) May 30, 2022

Event Times 9:00 AM until 12:00 PM

Event Location Plymouth Veterans Memorial Park

What Kind Of Activities? Short program, laying of wreaths, Taps and procession of vehicles.

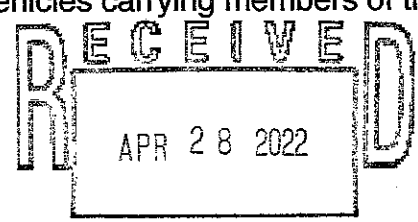
What is the Highest Number of People You Expect in Attendance at Any One Time? 200

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.)

Ten-fifteen minute program to include the laying of wreaths and playing of Taps.

Procession of vehicles carrying members of the various Plymouth Veterans



CITY OF PLYMOUTH

1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: (Weddings Ceremonies – Please Review Section 12.2 f.)

City Operated Co-sponsored Event Other Non-Profit Other For-Profit Political or Ballot Issue

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

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

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

Last Monday in May

Next year's specific dates:

See section 12.13 for license & insurance requirements for vendors

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

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

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

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

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

Speaker system, podium, limited seating, police and fire vehicles to lead and follow procession throughout city on a designated route.

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:

DEPOSIT

REQUIRED:

Event Sponsors **MUST** submit either a cash deposit of estimated expenses, check with payment of estimated expenses or a valid Credit Card that can be used to submit final payment. If a credit card is used for final payment it is subject to an additional 5% processing fee.

CASH DEPOSIT \$ _____ AMOUNT \$ _____

NAME _____

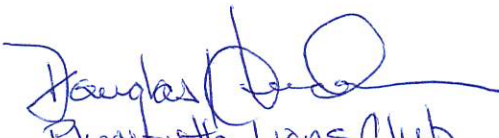
ADDRESS _____

CITY _____

I hereby authorize the City of Plymouth to charge the fees for this event connected with any _____ expense is caused in whole or in part in accordance with the Special Event Policy.

cash within 30 days of billing or my card will be charged for the entire amount due to the

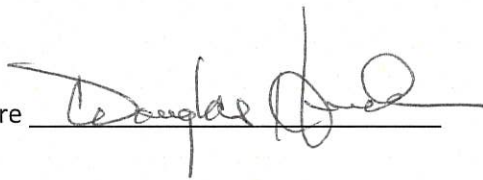
DATE _____


Douglas
Plymouth Lions Club
April 28, 2022

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

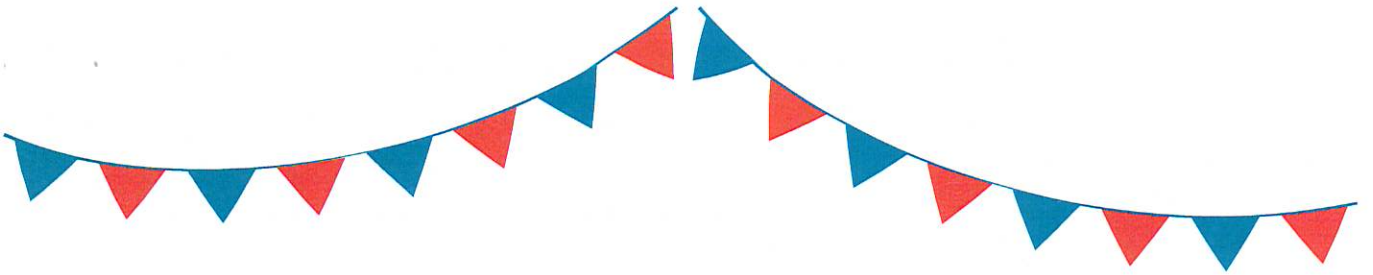
The Plymouth Wrens Club (organization name) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Memorial Day Procession (event name) by reason 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 

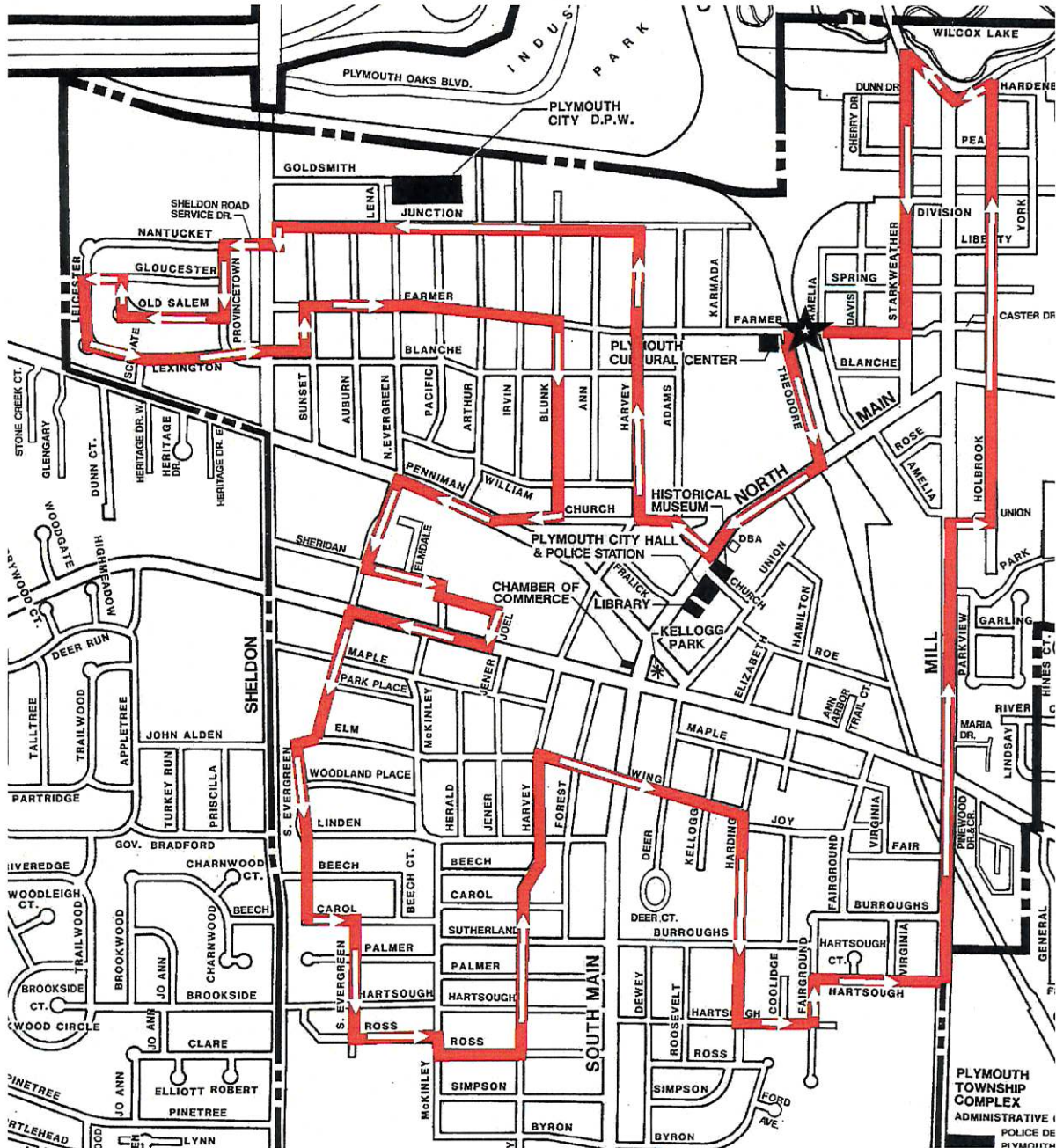
Date 4-28-2022

Witness _____

Date _____



MEMORIAL DAY VETERANS PROCESSION MAY 31, 2021



Memorial Day Procession

EVENT REVIEW FORM

MUNICIPAL SERVICES:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial GP
/ SUP & 2 FTE APPROX 4 HRS				
\$250 Bathroom Cleaning Fee Per Day of Event? YES <input checked="" type="radio"/> NO				
Labor Costs: \$	800 ⁰⁰	Equipment Costs: \$	120 ⁰⁰	Materials Costs \$
POLICE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial Jec
2 - OFFICERS @ 4 HAS EACH				
Labor Costs \$		Equipment Costs \$	608-	Materials Costs \$
FIRE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial JC
No Services Required				
Labor Costs \$		Equipment Costs \$		Materials Costs \$
HVA:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial [Signature]
No Cost				
DDA:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial BP
Labor Costs \$		Equipment Costs \$		Materials Costs \$
RISK MANAGEMENT:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial MB
Class I - Low Hazard				
Class II - Moderate Hazard Event Sponsors must provide current Certificate of Insurance naming City				
Class III - High Hazard of Plymouth as 'Additional Insured' including in the Description Box/Area.				
Class IV - Severe Hazard				

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)

SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____ APPROVED _____ NOT APPROVED _____ DATE _____



Special Event Application

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

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

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

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

Sponsoring Organization's Legal Name Fund Run LLC

Ph# 7347167111 Fax# _____ Email kennymcmanimon@gmail.com Website fundrun5k.com

Address 144 E Pearl City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Ken McManimon Title Owner

Ph# 7347167111 Fax# _____ Email kennymcmanimon@gmail.com Cell# 7347167111

Address 144 E Pearl City Plymouth State MI Zip 48170

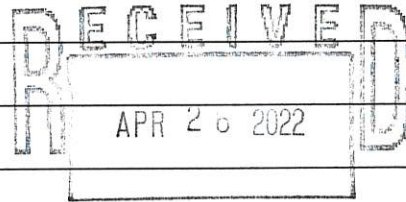
Event Name Fund Run 5K P-CEP

Event Purpose Fundraiser 5k for Plymouth Canton Athletic Programs

Event Date(s) August 21, 2022

Event Times 8am-Noon

Event Location Kellogg Park



What Kind Of Activities? 5k Run/Walk

What is the Highest Number of People You Expect in Attendance at Any One Time? 2000

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.)
 5k run/walk hosted in Kellogg Park (please see proposed course map attached).
 Race will begin at 9am and conclude at 11am. Set up from 6am-9am.
 Clean up from 11am- approx 12:30pm
 Event will serve as a fundraising opportunity for PCEP athletic programs

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):

3rd Sunday in August

Next year's specific dates:

August 20th 2023

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)

Trash Bins, Road Closures and Barricades, Police Officer, Pota-John rental

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.

4/16/2022

Date

Digitally signed by Kenneth
McManimon
Date: 2022.04.16 08:46:16 -04'00'

Kenneth McManimon

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 Fund Run LLC (*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 Fund Run 5k P-CEP (*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 Kenneth
McManimon Digitally signed by Kenneth
McManimon
Date: 2022.04.16 08:46:41
-04'00'

Date 4/16/2022

Witness _____

Date _____



Road Running Technical Council
USA Track & Field
Measurement Certificate

recognized by



Name of the course Shamrock 'n' Roll Run 5k Distance 5 km

Location (state) Michigan (city) Plymouth

Type of course: road race X calibration track Configuration: Loop

Type of surface: paved 100 % dirt % gravel % grass % track %

Elevation(meters above sea level) Start 220m Finish 221m Highest 223m Lowest 215m

Straight line distance between start & finish 80m Drop -0.2 m/km Separation 1.6 %

Measured by (name, address, phone, & email) Mark Neal

323 Griggs Street, Rochester, MI, 48307, 248-894-3846, mark@dukerdog.com

Race contact (name, address, & phone) Alan Whitehead

22454 Norfolk Ct., Novi, MI, 48374, 248-345-6168

Measuring Methods: bicycle X steel tape electronic distance meter

Number of measurements of entire course: 2 Date(s) when course measured: 8-JAN-2012

Race date: 18-MAR-2012 Course certification effective date: 22-JAN-2012

Replaces N/A (if applicable) Certification code: MI12001MN

Notice to Race Director
 Use this Certification Code in *all* public
 Announcements relating to your race.

Be It Officially Noted That

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If *any* changes are made to the course, this certification becomes void, and the course must then be recertified.

Validation of Course — In the event a National Open Record is set on this course, or at the discretion of USA Track & Field, a validation remeasurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

This certification expires on December 31, 2022.

AS NATIONALLY CERTIFIED BY:

Date: 22-JAN-2012

**Mark Neal : USATF Regional Certifier 323 Griggs St., Rochester, MI 48307 248-894-3846
 mark@dukerdog.com**

EVENT REVIEW FORM

EVENT NAME: Food Run 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 <u>CP</u>
<u>BARRICADES</u>				
<u>STAFFING Day of EVENTS</u>				
<u>PORTA-JOHN'S APPROX \$125/ea</u>				
\$250 Bathroom Cleaning Fee Per Day of Event? <input checked="" type="radio"/> YES <input type="radio"/> NO				
Labor Costs:	\$ <u>1300⁰⁰</u>	Equipment Costs:	\$ <u>250⁰⁰</u>	Materials Costs \$ <u>TBD</u>
POLICE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>JEC</u>
<u>1 - SUPERVISOR @ 4 HOURS</u>				
<u>5 - PATROL OFFICERS @ 4 HOURS</u>				
Labor Costs \$		Equipment Costs \$	<u>1864 -</u>	Materials Costs \$
FIRE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>JG</u>
<u>6 Firefighters 7A-1P 6 hrs</u>				
Labor Costs \$	<u>\$600.00</u>	Equipment Costs \$		Materials Costs \$
HVA:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>[Signature]</u>
<u>109T 145.00 gen Hand</u>				
<u>3 Hour Midwaycar</u>				
DDA:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>SBP</u>
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$
RISK MANAGEMENT:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>WB</u>
Class I – Low Hazard				
<input checked="" type="radio"/> Class II – Moderate Hazard Event Sponsors must provide current <u>Certificate of Insurance</u> naming City				
Class III – High Hazard of Plymouth as 'Additional Insured' including in the Description Box/Area.				
Class IV – Severe Hazard				
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				



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 - Designated Depositories 05-16-22.docx
Date: May 11, 2022
RE: Designated Depositories Fiscal 2022 - 23

Background

The City Commission has previously directed the City Administration to annually designate depositories for City funds. In addition, the City Charter states, *"The Commission shall designate the depository or depositories for city funds and shall provide for the regular deposit of all city moneys. The Commission shall provide for such security for city deposits as is authorized or permitted by the general laws of the State, except that personal surety bonds shall not be deemed proper security."*

The City Treasurer/Finance Director has reviewed our depository needs and have made the attached recommendation.

The City Administration has included several local banking institutions on the list of authorized depositories.

RECOMMENDATION:

The City Administration recommends that the City Commission adopt the attached proposed Resolution adopting Depositories for the 2022 - 23 Fiscal Year. A report and proposed Resolution have been attached. Should you have any questions in advance of the meeting please feel free to contact either John Scanlon in advance of the meeting.



CITY OF PLYMOUTH

www.plymouthmi.gov

201 S. Main
Plymouth, Michigan 48170-1637

Phone 734-453-1234
Fax 734-455-1892

MEMORANDUM

Date: May 11, 2022
To: Paul J. Sincock, City Manager
From: John Scanlon, Finance Director
Subject: Designated Depositories Update

Issue: Proposed Designated Depositories Update

Analysis: In the year 2000, the City Commission adopted a resolution requiring the City Administration bring forth a list of recommended depositories that it may wish to conduct business with. By way of resolution, the City Commission would approve these depositories on an annual basis.

I have reviewed the institutions the City of Plymouth currently conducts business with. Other Banking institutions and brokerage firms whom the City may wish to conduct business with during fiscal year 2022-23 are listed in the attached resolution. These institutions all meet the depository specifications listed in the City Charter, the City's Investment Policy, and Public Act 20. Currently, Chase Bank serves as the City's primary banking institution.

Requested Action: Approve the attached resolution of recommended depositories

Attachment(s): Resolution

THE CITY OF HOMES

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RESOLUTION

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

WHEREAS, Section 8.9 of the City Charter of the City of Plymouth provides for the designation of depositories, and

WHEREAS, The City Administration has reviewed and compiled a list of depository institutions and brokerage firms which are compliant with the City of Plymouth Investment Policy and Public Act 20, and which firms the City of Plymouth may wish to conduct business, as regards the deposit and investment of City of Plymouth funds.

NOW THEREFORE BE IT RESOLVED THAT, upon the recommendation of the City Administration, the City Commission of the City of Plymouth does hereby authorize the following financial institutions as City of Plymouth depository institutions for the purpose of depositing or otherwise investing City of Plymouth funds pursuant to the City of Plymouth Investment Policy and Public Act 20: J.P Morgan Chase Bank, Bank of America, Bank of Ann Arbor, CIBC Bank, Citizens Bank, Comerica Bank, Community Financial, DFCU Financial, Fifth Third Bank, First Merchant Bank, Flagstar Bank, GovMIC, Huntington Bank, Lake Trust Credit Union, Michigan Class, Michigan Insured Cash Holdings, and PNC Bank during fiscal year 2022-23.

BE IT FURTHER RESOLVED THAT, upon recommendation of the City Administration, the City Commission of the City of Plymouth does hereby authorize utilization of the following brokerage firms: R.W Baird & Co., Inc, Edward Jones Investments, Raymond James & Associates, Inc., UBS Financial Services, Inc., PFM Asset Management, LLC, Robinson Capital and Multi-Bank Securities for the purpose of brokering Certificates of Deposit and/or purchasing certain other investment eligible under the City of Plymouth Investment Policy and Public Act 20.

BE IT FURTHER RESOLVED THAT, when considering any type or form of investment the City Administration shall provide all necessary due diligence which, shall include, but not be limited to an appropriate comparative cost/yield analysis in the decision-making process.



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 - Waste & Recycling Rates 2022 05-16-22.docx
Date: May 11, 2022
RE: Waste & Recycling Rates 2022 - 23 – No Increase

Background

We have had discussion related to the trash cart/bag fees worked through our budget process. Our current solid waste and recycling contract was renewed in 2019 and trash cart rates were raised in January of 2020. The rates were not increased in the last budget year 2021-22.

We have attached information from our budget document which will provide additional background on the Solid Waste and Recycling Fund. The efficiencies of our programs with the automated collections have allowed the City Commission to maintain a low millage rate on this Fund as well as keeping the cart and bag rates in check over a number of years. We have also attached a memorandum from Finance Director John Scanlon.

The proposal would be for no increase in cart or bag rates and no increase in the millage rate. This is the third year in a row in which we are not recommending an increase. We have the City Commission take formal action on these types of items on an annual basis to provide a historical record that the Commission did review and took action on the rates issue. This is in part due to the incident from about 30 years ago, when the City Commission did not review water rates for 10 years and this created a significant under funding of that operation. It also resulted in the City Commission establishing that they wanted to review rates annually, even if no increase is needed.

Recommendation

The City Administration recommends that the City Commission maintain the rate of \$10.25 per month for trash carts and the current \$3.00 rate for trash bags. In addition, we are proposing that the property tax millage rate be maintained at 1.82 mills (*no increase in millage since 2016 – 17*). 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.



CITY OF PLYMOUTH

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Phone 734-453-1234
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MEMORANDUM

Date: May 11, 2022
To: Paul J. Sincock, City Manager
From: John Scanlon, Finance Director
Subject: Waste and Recycling Rates

Issue: Proposed Waste and Recycling Rates – 2022-23 City Budget

Analysis: Enclosed are pages 61 through 63 of the proposed 2022-23 City budget, which pertain to the determination of proposed waste and recycling service rates to begin on July 1, 2022 for the new fiscal year.

The waste and recycling services of the City are funded by three sources: an operating millage rate, cart user rates for the disposal of waste and recycling and bag sales for those who opt out of the cart disposal program. The City is authorized to levy up to 3 mills under a state statute for waste and recycling purposes. However, since the millage levy is an operating levy, the 3-mill cap is subject to the Headlee Amendment and has been rolled back from 3.0000 mills to 2.0661 for the 2022-23 budget.

Unlike its impact on the General Fund, this Headlee limit has no effect on system revenues because the current levy is only 1.8200 mills, which is well below the Headlee cap. Page 63 provides an updated history since 2002 of the key revenues funding this service, primary expenditure categories, and year-end fund balances, along with rates for taxes, bags and carts. The operating taxes generate 71% of system revenues while bags and cart fees amount to 26% of revenues. The rates proposed in the 2022-23 budget have been in effect since January 1, 2020 for bag fees at \$3.00 per bag and cart fees at \$10.25 per month, and the proposed millage rate of 1.82 mills has been the same since 2016-17.

The Waste & Recycling Fund is in excellent financial health, with a projected fund balance in excess of \$1,000,000 as of June 30, 2020. The budget, as presented, shows no proposed increase in any of the three rates for this fund.

Requested Action: Approve the 2022-23 Waste and Recycling Rate Resolution

Attachment(s): A resolution and Rate Determination for City Commission consideration

THE CITY OF HOMES

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WASTE & RECYCLING RATE DETERMINATION

The City provides waste and recycling services to its citizens. Plastic, paper, and yard waste are disposed of weekly along with the regularly scheduled waste disposal. In 2014, the City converted to an automated cart system to collect waste and recycling on a weekly basis. The change was well received by residents. In addition, the City periodically disposes of brush, cut branches and larger waste materials.

Beginning with the 2009/10 fiscal year, the City was no longer obligated for long-term debt associated with the capping of a former City-operated landfill located at Chubb Road and Five Mile Road in Salem Township. However, the City could continue to face future financial obligations regarding monitoring and maintenance of this former waste facility.

The current disposal system is financed with a combination of taxes authorized under Public Act 298 of 1917, monthly trash cart fees for both waste and recycling containers and by the sale of waste disposal bags used primarily by low volume consumers.

Prior to December of 2004, the system was funded only by taxes and the sale of bags and/or tags. In fiscal year 1992/93, nearly 68% of the costs were paid by taxes while 29% were paid by the sale of bags and tags and other user charges. Over the years since that time, the funding has shifted at times between tax and user fees but has generally remained supported approximately 2/3 by taxes. Historically, the administration has attempted to match tax support with recycling service costs and landfill debt service, while relying on user fees to support waste removal costs. Recycling costs historically have represented less than 20% of the total cost of the operations. However, after the implementation of the new contract in 2020, recycling has taken a larger portion of the cost share. Because the millage rate available for this service under Public Act 298 of 1917 is subject to Headlee rollbacks as an operating millage, it is prudent to continually monitor the current rate structure of this fund. It is generally the recommendation of the administration to reduce the reliance on taxes by shifting financing to user-based charges that more realistically reflect the total costs of providing this service.

Public Act 298 authorizes the levy of up to 3 mills for waste removal services. However, the Headlee rollback provisions have reduced that maximum authorization from 3 mills to 2.0661 mills. For fiscal year 2014/15, the City Commission increased the levy for this service from 1.72 mills to 1.92 mills, but because of solid financial performance of the fund for that year and for 2015/16, the millage rate was reduced for fiscal year 2016/17 to 1.82 mills. Since 1993, millage rates for this service have ranged from a low of 1.25 mills to a high of 1.97 mills in 2006.

In April of 2010, the administration shifted street sweeping and tree removal and replacement services from the Major and Local Street Funds to the Waste and Recycling Fund. This resulted in an increase in refuse cart rates from \$7.15 per month to \$9.42 per month, a rate which was maintained for four consecutive fiscal years until July 1, 2013. That year, the anticipated escalation of contract rates for waste and recycling pickup, coupled with the effects of six consecutive years of reduced tax revenues, resulted in an increase in the cart rate from \$9.42

per month to \$10.00 per month. This rate was continued on into fiscal year 2014/15, at which time a new, slightly lower rate of \$9.50 was implemented, reflecting lower waste removal costs and slightly higher recycling costs in the new contract. With the implementation of our most recent contract, the recycling cost continued to rise, at which time the City adopted a new rate of \$10.25 beginning January of 2020.

For the new fiscal year, the City continues to face some financial stress dealing with rapidly escalating liabilities associated with legacy costs, in addition to funding for future contract cost increases included in the new waste and recycling contract, which was renewed in 2020. Nevertheless, the Waste & Recycling Fund built up significant fund balance over the years, allowing the fund to lend money to the General Fund to close out the previous fire contract with Plymouth Township. Thus, the Waste and Recycling Fund will receive guaranteed payments over the next seven years from the General Fund at an interest rate of 2.3%. Our recommendation is to maintain the current millage rate of 1.82 mills, the current cart rates of \$10.25 per month and the current rate of \$3.00 per bag.

Listed on the following page is some key historical financial data related to the waste and recycling program.

WASTE & RECYCLING FUND HISTORY - KEY FINANCIAL FACTORS

Fiscal Year Ending	INCOME					EXPENSES					RESERVES Year End F/B	RATES			
	Operating Taxes	Bag / Tag Revenue	Cart Revenue	Other Income	Total Income	Personnel Costs	Contract Costs	Landfill Debt	Other Costs	Total Expenses		Taxes	Bags Tags	Carts per/mo	Pct. Change
2002	581,303	155,109	N/A	18,410	754,822	136,098	418,839	75,508	118,861	748,306	129,042	1.56	1.00	N/A	N/A
2003	565,413	160,021	N/A	11,745	737,179	136,201	450,887	75,508	115,684	778,280	87,941	1.50	1.00	N/A	N/A
2004	726,023	202,097	N/A	14,466	942,606	245,462	401,019	75,508	225,903	947,892	82,655	1.80	1.50	N/A	N/A
2005	720,106	161,982	N/A	21,328	903,416	204,055	418,629	75,508	163,567	861,759	124,312	1.80	1.50	N/A	N/A
2006	715,056	13,304	N/A	37,453	971,816	215,126	427,587	75,508	217,840	936,061	160,067	1.74	1.80	6.28	N/A
2007	846,988	12,188	220,114	35,040	1,114,330	289,308	446,727	75,508	235,897	1,047,140	227,257	1.97	2.25	6.50	4%
2008	835,475	10,393	239,750	31,364	1,116,982	344,036	441,407	64,970	273,019	1,123,432	220,807	1.90	2.25	6.93	7%
2009	756,050	8,541	249,494	22,117	1,043,202	175,263	462,844	-	232,067	870,174	393,835	1.72	2.25	7.15	3%
2010	756,833	7,137	267,098	10,195	1,041,263	223,699	476,375	-	262,807	962,880	472,218	1.72	2.25	7.15	0%
2011	734,418	9,196	338,885	10,835	1,093,334	238,843	486,855	-	309,263	1,034,981	530,570	1.72	3.00	9.42	32%
2012	717,177	7,365	343,473	12,049	1,080,064	253,090	497,705	-	317,894	1,068,689	541,946	1.72	3.00	9.42	0%
2013	705,136	7,276	348,314	11,660	1,072,386	270,456	502,979	-	308,075	1,081,510	532,822	1.72	3.00	9.42	0%
2014	720,263	5,455	370,305	12,152	1,108,175	258,874	542,555	-	314,671	1,116,100	524,897	1.72	3.00	9.42	0%
2015	815,876	6,570	356,777	11,287	1,190,510	288,580	481,404	-	365,945	1,135,929	579,479	1.92	3.00	9.50	1%
2016	836,873	4,599	354,567	10,842	1,205,881	256,492	455,363	-	349,142	1,060,997	724,363	1.92	3.00	9.50	0%
2017	803,578	4,393	353,489	12,516	1,173,976	290,086	482,908	-	406,198	1,179,192	719,147	1.82	3.00	9.50	0%
2018	875,181	5,281	360,584	14,502	1,255,535	269,606	463,386	-	390,476	1,123,469	851,213	1.82	3.00	9.50	0%
2019	964,406	5,281	369,900	24,524	1,364,110	307,185	403,012	-	592,478	1,302,684	912,639	1.82	3.00	9.50	0%
2020	1,110,502	4,256	388,950	35,368	1,524,076	311,931	576,730	-	459,613	1,348,274	1,103,441	1.82	3.00	10.25	8%
2021	1,092,265	5,034	397,871	29,595	1,524,766	312,352	541,217	-	496,516	1,350,085	1,278,122	1.82	3.00	10.25	0%
*2022	1,081,710	3,023	303,116	31,031	1,418,880	229,376	450,295	-	311,937	991,608	1,705,394	1.82	3.00	10.25	0%
**2022	1,081,710	4,031	404,155	41,375	1,531,270	305,835	600,393	-	415,916	1,322,143	1,487,248	1.82	3.00	10.25	0%
PROPOSED 2023	1,148,630	5,000	415,050	90,735	1,659,415	423,865	695,000	-	540,550	1,659,415	1,487,248	1.82	3.00	10.25	0%

* Through first nine months of fiscal year 2021 / 22

** Projected through June 30, 2022

Resolution

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

WHEREAS, The City of Plymouth operates a solid waste and recycling program to help protect the public health, safety and welfare; and

WHEREAS, The City Commission of the City of Plymouth reviews rates for the Solid Waste and Recycling Program as a part of the budget review process; and

WHEREAS, The City Commission did conduct a review of the program during the recent Budget Study Session; and

WHEREAS, Public Act 298 of 1917 authorizes an operating levy of up to 3.00 mills for waste disposal and recycling, subject to the restriction of the Headlee Amendment to the state constitution; and

WHEREAS, The maximum operating rate for the levy of 2022 is 2.0661 mills pursuant to the requirement of the Headlee Amendment; and

WHEREAS, The City Commission, after reviewing the financial condition of the Waste & Recycling Fund at a budget study session concluded that the operating millage rate for the 2022-23 can be maintained at 1.82 mills without causing significant adverse financial impact;

NOW THEREFORE BE IT RESOLVED THAT, the City Commission of the City of Plymouth does hereby adopt the current rate of \$10.25 per month for trash cart and \$3.00 per trash bag for solid waste disposal and that this rate shall be effective on July 1, 2022;

BE IT FURTHER RESOLVED THAT, the City Commission for the City of Plymouth hereby establishes a rate of 1.82 mills to be used to provide tax support for operation of the Waste & Recycling Fund for the 2022-23 Fiscal Year and that such millage rate be incorporated into the City's Annual Budget.



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. Sincok, City Manager
CC: S:\Manager\Sincok Files\Memorandum - Focus Group Facilitation Proposal.docx
Date: May 12, 2022
RE: Focus Groups Facilitation Proposal

Background

As the commission is aware, the use of focus groups to discuss paid parking is a one-year task under Goal Area One Sustainable Infrastructure in the City Commission's 5-year Strategic Plan. The administration was directed to seek a proposal for professional services, which is attached, for the facilitation of the focus groups. The goal of the focus groups would be to engage residents and business owners in the City on their honest, organic, feedback on paid parking, and because the two are so closely linked; parklets.

The most recent resident survey, which was completed by Dr. Greg Plagens from Eastern Michigan University and presented in November 2021, indicated that 53.3% of survey respondents were either satisfied or very satisfied with the amount of parking in the City. In contrast, only 20.4% were dissatisfied or very dissatisfied with the amount of parking in the City. Additionally, approximately 67% of survey respondents were satisfied with the location of parking in the City. An overwhelming majority of survey respondents (approximately 83%) were in favor of the City continuing to allow restaurants to continue to use parking spots as outdoor dining areas.

These survey results, while valid, are a snapshot in time. The ability to facilitate conversations with focus groups can delve deeper into any specific topic by design. The City Commission made it a one-year task in the Strategic Plan to "decide on direction for paid parking" as well as "reach decision on outdoor dining plan and consider parklets". The administration, in partnership with our colleagues at Eastern Michigan University, believe the use of focus groups to explore a specific subject matter, in this case paid parking and parklets, is a useful and meaningful next step. Focus groups will allow the City to gain insight into current attitudes related to both paid parking and parklets in a structured and task oriented, meaningful way.

Focus group participants will be drawn from residents both inside and outside the downtown area, as well as a variety of business owners. The outcome and feedback gathered from the focus groups will

help guide the City Commission as they decide next steps for the future of both paid parking and parklets.

Focus group facilitation would be provided by Double Haul Solutions with design and support from Dr. Plagens from Eastern Michigan University. Nate Geinzer is currently serving as the City Manager of Brighton MI, and CEO of Double Haul Solutions. He has experience with these types of projects and has recently worked with the City of Northville. The proposal for focus group facilitation service has been reviewed by both the Mayor and City Administration and is enclosed for the commission's review. The City will have the opportunity to work with the facilitator/consultant to develop topics and questions for discussion by each group.

The City administration suggests the commission review and consider the enclosed proposal and provide the administration with direction on a not-to-exceed dollar amount for the work to be completed. Should the commission wish to change the scope of work there would be an associated change in cost. Should the commission approve the proposal, the administration will begin work to identify a timeline for the project, including tentative target meeting date time frames, and provide the consultant with additional background information for them to review as they begin work to develop the focus group process further.

Recommendation

The administration recommends the City Commission review and approve the enclosed scope of work with a dollar amount not to exceed \$14,700. Payment for these services would be billed to City Commission Contractual Service 101.101.818.000.

Please feel free to contact me or John Buzuvis directly if you have any questions related to this matter.



Nate Geinzer
President/CEO
Double Haul Solutions, LLC
nate@doublehalsolutions.com

May 10, 2022

Paul Sincock, City Manager
City of Plymouth
201 S. Main Street
Plymouth, MI 48170

Mr. Sincock,

Double Haul Solutions, LLC is pleased to provide the following proposal for focus group facilitation for the City of Plymouth. Double Haul Solutions has provided related services in both large and small communities. Most recently Double Haul has supported the Cities of Mount Clemens and Northville with strategic planning and project prioritization services.

I look forward to assisting the City of Plymouth's leadership by facilitating stakeholder focus groups to gather input on the topics of *paid parking* and *parklets*. I believe the Double Haul Team has outlined an appropriate and effective set of tasks designed to generate the feedback you are seeking on these important policy discussions.

Should you have any questions or need additional information, please do not hesitate to contact me.

Yours in Service,

A handwritten signature in black ink, appearing to read "Nate Geinzer", is written over a white background.

Nate Geinzer, President/CEO
Double Haul Solutions, LLC
Phone: 248-207-5293
Email: nate@doublehalsolutions.com

Proposal

I. Scope of Services

Phase 1: Preparation, Focus Group Assembly, and Invitation

The Double Haul Team will hold a kick-off meeting to further understand the scope of work with city staff and other parties as deemed appropriate. It is requested that the kick-off meeting include a walk through of related areas of the downtown.

The Double Haul Team will randomly assemble five (5) stakeholder focus groups, with an optional sixth (6th), each with up to nine (9) volunteers from the list of interested individuals to be provided by the city. The random selection of focus group participants is essential to limit the impacts of outcome-based bias and to protect the focus group process. Each focus group will discuss the topics of *Paid Parking* and *Parklets* over two, up to, two-hour sessions.

Stakeholder groups will include:

1. Downtown Retail/Office/Service Operation Representatives
2. Downtown Restaurant Operation Representatives
3. Downtown Residents
4. Non-Downtown Residents (x2)

OPTION: Non-Resident Downtown Customers from Plymouth Market Area

NOTE: The city may want to consider a thank you gift for focus group participants.

The Double Haul Team will design and review an informed focus group strategy with support from Dr. Gregory Plagens. Focus group strategy and implementation will be built upon the thorough review of relevant information, reports, studies, etc. provided by city staff. Focus groups will be designed to draw out the discussion and input requested by the city.

NOTE: The City of Plymouth City Commission and staff understand that focus groups are organic in nature and outcomes from focus group sessions will vary. The Double Haul Team reserves creative license to organize and implement the focus groups in a manner that produces a productive conversation resulting in the input requested.

An introductory letter/invitation will be drafted and provided to the selected focus group participants via email along with a “one-pager” for each of the two topic areas. Each one-pager will be outlined to provide participants with a basic understanding of the topics to be discussed. Should a selected focus group participant no longer be interested, or available, Double Haul will reach out to the next random volunteer on the list. The Team will make up to two attempts to fill a focus group vacancy.



Focus groups will be scheduled via Doodle. The Team will make up to two attempts to find dates and times that work for all focus group participants. The Double Haul Team will schedule the focus groups at a date and time that generates maximum participation.

NOTE: The Double Haul Team will not be liable for ensuring responsiveness and the participation of focus group volunteers. The Team will notify city staff should responsiveness and/or scheduling become burdensome and assistance is needed.

City of Plymouth to provide:

- List of willing focus group participants in Excel which includes: First and Last Name, Email Address, Phone Number, and Stakeholder Category.
- Copies/links, to relevant reports, studies, drawings, newsletter articles, plans, etc.
- Access to staff as needed for feedback, refinement, and/or assistance with one-pagers and/or focus group preparation.

Estimated Hours: 46

Phase 2: Focus Groups

The Double Haul Team will host five (5), up to six (6), in person focus groups over the course of two, up to, two-hour sessions. Each session will focus on a different topic area.

NOTE: City of Plymouth to provide light refreshments at its cost for each session.

City of Plymouth to provide:

- Six (6) large format color parking maps. Base map shall be an aerial view with street names and public parking areas indicated.
- Six (6) large format color parklet maps. Base map shall be an aerial view with parklet concepts identified.

NOTE: Maps may be combined if practical and does not dilute the usefulness of the map.

Estimated Hours: 80

NOTE: Weekend focus group hours @ 1.33x.

Phase 3: Focus Group Data Analysis and Final Report

The Double Haul Team will thoroughly review and analyze the input received. The Team will look for patterns within and amongst the various focus groups. Findings will be compiled and assembled into a clear and concise final report.

Estimated Hours: 40



Phase 4: Final Report Presentation

The Double Haul Team will attend a City Commission or Downtown Development Authority meeting to present its findings and final report. Each additional presentation will be billed as additional time.

Estimated Hours: 8

II. Profile

Nate Geinzer, President/CEO **Double Haul Solutions, LLC**

Nate launched his local government career in 2005 and quickly found a passion for communities. It is due to this passion and desire to provide services to more communities that he launched Double Haul Solutions, LLC in late 2021. Double Haul Solutions is currently working with Samantha Harkins of Hundred Place Consulting to provide executive services to the Michigan Municipal Services Authority (MMSA). Their collective efforts will result in a new level of services available to all of Michigan's communities.

Currently, Nate serves as City Manager for the City of Brighton where early in his tenure he assisted City Council in developing a new vision and set of long-term goals to inform how his team would approach service delivery and budget priorities. Serving Brighton has come with many challenges where he has helped the city face difficult fiscal realities. Today, the city has significantly improved its Pension and OPEB outlook and is seeing considerable investment in infrastructure that has not been seen in nearly two decades. Living in Brighton, Nate takes immense pride in several accomplishments that required the collaboration of many and a great management team.

Prior to the City of Brighton, Nate served Farmington Hills where he directed special projects and sustainability initiatives. His crown jewel of sustainability was the L.E.E.D. Gold certified City Hall Revitalization Project. In addition, Nate facilitated the multi-committee Vision 2020 effort and joint Corridor Improvement Authority with the City of Farmington.

Nate has an MPA from Eastern Michigan University and has been extremely active in the city management profession serving the Michigan Municipal Executives and Michigan Municipal League in various volunteer leadership roles. A full resume can be provided upon request.

Why Double Haul Solutions? Double Haul is a fly-fishing cast that is used to "reach farther and cut through the wind." Reaching farther and cutting through the wind is what leaders are faced with every day in local government.



Amanda Opalewski

Amanda's interest in cities took off when she took an Introduction to Urban Studies class during her undergraduate program at Wayne State University, where she majored in Public Affairs and Urban Studies. She had her first internship working for the Michigan Suburbs Alliance and their Redevelopment Ready Communities program. She decided she wanted to do all things cities and local government, so she continued her education at Central Michigan University where she graduated with her Masters of Public Administration.

Amanda is currently working for the City of Sterling Heights in the City Clerk's Office, but her interests are wide, working in city management, human resources, risk management, and facilities management. She's an advocate for getting young people interested in local government, especially women. She's worked for several communities in southeast Michigan and brings an array of local government knowledge to the Double Haul Solutions Team.

III. References

Samantha Harkins, President/CEO
Hundred Place Consulting
517-285-9886
samantha@hundredplace.com

Jaymes Vettraino
Vettraino Consulting, LLC
248-379-8923
VettrainoConsulting@gmail.com

IV. Fee Schedule

Based on the above scope, Double Haul Solutions offers a lump sum price based on an estimated number of project hours.

PROJECT FEES	
Lump Sum Project Price	\$14,700
Hourly Rate	\$100 p/h
Hourly Rate: Support Services	\$50 p/h
Estimated Number of Hours for Project Completion	186
Reimbursable Expenses	At Cost
Optional: Non-Resident Focus Group	
	\$2,400
Optional: Additional Presentations	
	\$450

Services outside of the noted scope of work will be billed at the above noted hourly rates.

Services will be billed following the completion of each phase. Double Haul Solutions will provide invoices via email noting the services provided, expenses, and billed amount. Invoices will be paid net 30 days. Services provided by Ms. Amanda Opalewski will be invoiced separately and paid directly to Ms. Opalewski. Dr. Plagens will be providing focus group process design review and support *pro bono* as community service hours through Eastern Michigan University.



Reimbursable items may include shipping, printing, photocopies, and/or other similar materials/supplies. Mileage will not be billed.

V. Notice to Proceed

By signing below, I verify that I am a representative of the Client; I agree with the scope of services to be provided and related Fee Schedule; I accept the Consulting Services Terms and Conditions; and that I have the authority to bind the Client in the engagement of these services.

CLIENT:
City of Plymouth

CONSULTANT:
Double Haul Solutions, LLC

SUPPORT SERVICES:
Amanda Opalewski

By: _____

By: Nate Geinzer

By: Amanda Opalewski

Its: _____

Its: Founder/CEO



TERMS AND CONDITIONS OF SERVICES

**ARTICLE I.
PROVISION OF SERVICES**

Section 1.1 Services. Consultant agrees to provide to Client certain consulting services (the "Services") as described in **Scope of Services** hereto ("Schedule of Services"). The scope of the Services may be expanded and/or modified only by written agreement between the Parties via an amendment or restatement of **Scope of Services**.

Section 1.2 Consultant Obligations. Except as otherwise expressly provided herein, Consultant agrees to furnish all services necessary to complete the Services and its obligations under this Agreement as described in **Scope of Services**.

Section 1.3 Means and Methods. The Consultant retains complete control over the means and methods of performing the Services hereunder. Client shall not control the hours that Consultant performs the Services. Notwithstanding the foregoing, Consultant shall be reasonably available to consult with the Client during normal business hours. Consultant shall devote such time to the performance of the Services as is reasonably necessary.

Section 1.4 Equipment and Software. The Consultant shall provide whatever is necessary, including its own equipment and software, in the performance of its work hereunder.

Section 1.5 Ownership of Work Product. Any and all intellectual property produced or created by Consultant or any person hired or engaged by Consultant (including any sub-contractors engaged by Consultant) shall, from the inception of creation (known as the "Work"), be owned by the Consultant and, if applicable, be considered a "work made for hire" for the Client or its designee within the meaning of the United States Copyright Law. This shall include, without limitation, in each case materials created by Consultant in connection with Consultant's work with or for Client. The Work shall, from the inception of its creation, be the sole undivided property of the Consultant or its designee in perpetuity, throughout the world, free of any claim whatsoever by the Client or by any persons deriving any rights or interests from the Client. If it is determined that any Work does not so qualify, then the Work, together with all rights therein (including any applicable copyrights), shall be deemed transferred automatically and assigned undivided one hundred percent (100%) to Consultant by this Agreement (without any further consideration or action required by any Party).

Without limiting the foregoing, Client shall have the unfettered sole, undivided and exclusive right in perpetuity and throughout the world to use the Work in its business. However, the Client shall not have the right to license the Work to others or allow it to be used by others.

(b) Any and all intellectual property produced or created by Consultant or any person hired or engaged by Consultant (including any sub-contractors engaged by Consultant) apart from the Services shall, from the inception of creation, be owned by Consultant within the meaning of the United States Copyright Law ("Consultant's IP"). Consultant's IP shall, from the inception of its creation, be the sole undivided property of Consultant or its designee in perpetuity, throughout the world, free of any claim whatsoever by Client or by any persons deriving any rights or interests from Client.

The Client shall have no right to use Consultant's IP except as such is used by Consultant in the delivery of Services hereunder.

Section 1.6 Non-Exclusive Services. Consultant is free to perform consulting services for other companies, without restriction.

**ARTICLE II.
NON-DISCLOSURE, CONFIDENTIALITY AND NON-APPROPRIATION**

Section 2.1 Proprietary Information. During the course of Consultant's engagement by the Client, Consultant and the Client will be exposed to Proprietary Information (defined below) which is of great commercial value to the other Party. The Parties hereby acknowledge and agree that Consultant's engagement by the Client and exposure of each Party to the other Party's Proprietary Information (defined below) creates a fiduciary relationship of loyalty, confidentiality and trust from each Party to the other Party with respect to all such Proprietary Information, including but not limited to, information of a confidential, copyrighted or uncopyrighted, proprietary or trade secret nature which gives each Party a competitive edge in its business. For the purposes of this Agreement, all such confidential, copyrighted or uncopyrighted, proprietary or trade secret information of such each will be referred to as such Party's "Proprietary Information." The Parties acknowledge that Proprietary Information shall also include any ideas, concepts, products, services, business plan, business relationships, product or service design, product or service configuration, product or service formulation, packaging, and other information, which may be disclosed to either Party, all of which also constitute trade secrets under the Michigan Uniform Trade Secret Act. No Proprietary Information is to be removed or used for any purpose at any time, without the express, written permission of the client.

Section 2.2 Non-Disclosure and Non-Appropriation. The Parties agree to expose each other to such Proprietary Information only on the condition that the receiving Party will hold such Proprietary Information in the strictest confidence and that the receiving Party will not, directly or indirectly, appropriate, disclose or use any such Proprietary Information in any manner for any purpose, and will only disclose or use such Proprietary Information in connection with their own business. Each Party agrees that it will return all such Proprietary Information to the other Party immediately upon cessation of this Agreement or when requested by the other Party. The Parties acknowledge and Consultant agrees that the covenants imposed by this Article II shall continue both during the engagement of Consultant by the Client and following cessation of the engagement regardless of the nature or cause of such cessation of engagement.

Section 2.3 Redacted Case Examples. Company hereby gives Consultant the authority to use certain aspects of the Services as examples of cases to Consultant's clients, prospective clients, or for educational purposes.

**ARTICLE III.
TERM AND TERMINATION**

Section 3.2 Term. The initial term of this Agreement shall commence on the Effective Date and continue until terminated as provided in this Agreement (the "Term").

Section 3.2 Termination. Notwithstanding anything in this Article III to the contrary, this Agreement may be terminated by either Party upon thirty (30) days' written notice to the other Party.

Section 3.3 Effect of Termination. Upon termination of this Agreement for any reason, the Client shall pay Consultant for any unpaid portion of Fees (defined below) for Services provided.



Section 3.4 Post Termination Assistance. Upon termination of this Agreement or any Schedule of Services for any reason, Consultant shall cooperate with the Client with respect to those business-related matters of which Consultant has knowledge and shall assist with the orderly transfer of Consultant's work to others, as directed by Client, with the payment of Fees to Consultant for its time rendered in doing so.

**ARTICLE IV.
FEES AND EXPENSES**

Section 4.1 Fees. As consideration for the provision of the Services pursuant to a Scope of Services and Consultant's other obligations hereunder and thereunder during the Term, the Client shall pay Consultant the fees set forth on **Fee Schedule** hereto (the "Fees").

Section 4.2 Expenses. Consultant shall be responsible for all expenses incurred in connection with the provision of the Services, including all expenses for Consultant personnel and sub-contractors. The Client shall reimburse Consultant for all pre-approved reasonable and necessary out-of-pocket business and travel expenses (the "Expenses") actually incurred by Consultant in performing the Services, provided that if Consultant is required to travel outside the United States, Consultant shall be responsible for obtaining all necessary insurance, passport, visa, inoculations and complying with all travel requirements, as applicable.

Section 4.3 Payment of Fees and Expenses. Fees shall be paid by Client to Consultant in accordance with the terms of **Fee Schedule**.

Section 4.4 No Additional Consideration. Except as set forth in Article IV hereof, Consultant shall not be paid or entitled to any consideration whatsoever in connection with the provision of the Services.

**ARTICLE V.
GENERAL PROVISIONS**

Section 5.1 Independent Contractor Relationship. Consultant is, and at all times shall be, acting and performing as an independent contractor to Client. Nothing contained herein shall cause the relationship between the Parties (or their respective employees, agents, or principals) to be that of employer and employee. Consultant agrees that Consultant shall not, in any form or fashion, maintain, hold out, or represent or imply to any other individual or entity that an employee/employer relationship exists between Consultant and Client. Consultant shall be entirely and solely responsible for Consultant's actions and inactions and the actions and inactions of Consultant's agents, employees or subcontractors, while performing Services hereunder. Consultant shall not have the right or authority to obligate or bind Client to any contract, obligation, responsibility or undertaking whatsoever, and Consultant shall make no representation or warranty, either oral or written, express or implied, to that effect. This Agreement shall not be construed so as to create a partnership, limited liability company, corporation, or any other kind of joint undertaking or venture between Consultant and Client, or their affiliates, or to create an association within the meaning of 26 CFR 301.7701-3.

Section 5.2 Taxes. Client shall not make any deduction from payments with respect to Consultant or its agents or employees for any payroll taxes, contributions for unemployment or workers' compensation insurance, or old age pensions, annuities or other benefits which are customarily measured by wages, salaries or other compensation paid to an employee.

Consultant understands and agrees that Consultant shall be solely responsible for paying, according to law, all applicable federal, state and local income and withholding tax obligations or contributions imposed by Social Security, unemployment insurance or workers' compensation insurance in connection with this Agreement and any Scope of Services on behalf of Consultant or its agents or employees, if any. Client will issue to Consultant

a Form 1099 reflecting payments made to Consultant for Services rendered under this Agreement and any Scope of Services.

Section 5.3 Benefits. None of Consultant's agents, employees or sub-contractors shall be entitled to participate, and shall not be eligible to participate in, any of Client's employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs.

Section 5.4 Indemnification and Liability

(a) Client shall indemnify, defend and hold harmless Consultant and its members, managers, directors, officers, shareholders, and employees from and against all claims, losses and liabilities arising out of or in connection with Consultant's performance of the Services and the use by Client of the Services in the provision of goods and services to others.

(b) The above right of indemnification shall include the right of the indemnified Party to the fees and cost associated with legal representation, or to the other Party providing such representation and paying such costs, as the case may be.

(c) Consultant's liability to Client for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence and legal fees and costs, shall be limited to the amount of the Fees for the Services rendered.

Section 5.5 Representations of the Parties. Each Party represents and warrants to the other Party hereto that:

(a) this Agreement has been duly authorized by all necessary entity action, if applicable, and upon its execution and delivery in accordance with the provisions hereof, will constitute the legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforceability may be limited by:

(i) applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application from time to time in effect that affect creditors' rights generally; and

(ii) general principles of equity; and

(b) the execution and delivery of this Agreement, and the performance of its obligations hereunder, will not constitute a violation by such Party of any applicable law or any contract or agreement by which such Party is bound.

Section 5.6 Amendments. The terms and conditions of this Agreement, including **Scope of Services** or **Fee Schedule** attached hereto, may not be amended, waived or modified, except in writing signed by the Parties.

Section 5.7 Waiver. No failure or delay of either Party to exercise any rights or remedies under this Agreement shall operate as a waiver thereof. No single or partial exercise of any rights or remedies hereunder shall preclude any further or other exercise of the same or any other rights or remedies. No waiver of any rights or remedies with respect to any circumstances shall be construed as a waiver thereof with respect to any other circumstances.



Section 5.8 Assignment. Consultant may not, without the prior written consent of Client, assign any of its rights or obligations hereunder and any attempt to do so shall be null and void ab initio and shall constitute a breach of Consultant's obligations under this Agreement. Client may not, without the prior written consent of Consultant, assign any of its rights or obligations hereunder and any attempt to do so shall be null and void ab initio and shall constitute a breach of Client's obligations under this Agreement. This shall include a merger or sale of the stock/member interests or the assets of the Client or change in ownership of the stock/member interests of the Client.

Section 5.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without reference to principles of conflicts of law.

Section 5.10 Venue. Subject to Section 5.12 below, the Parties agree that the exclusive forum, jurisdiction and venue for any dispute arising under this Agreement shall be in either state or federal court at the sole election of Consultant. If Consultant elects state court, venue shall be proper in either the Livingston County, Michigan Circuit Court, Business Division (if any), or the 53rd District Court in Livingston County, Michigan, as the case may be. If Consultant elects federal court, venue shall be proper in the United States District Court for the Eastern District of Michigan.

Section 5.11 Remedies. If a Party commits a breach, or threatens to commit a breach, of any of the provisions of this Agreement, in addition to the rights set forth elsewhere in this Agreement, each other Party shall have the following rights and remedies, each remedy being independent of each other, and shall be severally enforceable, and all of which shall be in addition to, and not in lieu of, any other rights and remedies available to the Party:

- a. Injunctive relief.
- b. Money damages.
- c. Specific performance.

Section 5.12 Confidential Pre-Litigation Mediation. As a condition precedent to the filing of a lawsuit by a Party, except when a Party seeks temporary or preliminary equitable relief or when delay will unduly prejudice a Party, the Parties agree to engage in a confidential and good faith mediation with a mediator to be chosen upon mutual agreement of the Parties. Unless mutually agreed to the contrary, the Parties will schedule the mediation to take place within fourteen (14) days of the date the dispute arises. In those instances where temporary or preliminary equitable relief is sought or delay will unduly prejudice a Party, the Parties will engage in the confidential mediation within thirty (30) days of the filing of the lawsuit. The Parties will comply with all confidentiality and other agreements reasonably required by the mediator. The Parties also agree to confer on the voluntary exchange of information, documents and other data that will assist the confidential mediation process. It is the express intent of the Parties that the mediation described in this Section supplant and supersede any other pre-litigation dispute resolution procedures, including those imposed by the court, by statute, or otherwise.

Section 5.13 Saving Clause. In the event any provision of this Agreement is found to be void or voidable for any reason whatsoever, the remaining provisions of this Agreement shall, nevertheless, be binding with the same effect as though the void provision of this Agreement was deleted. In the event any provision of this Agreement is found to be unreasonable by any court of competent jurisdiction, the provision shall be applied so as to be reasonable in its application by the court.

Section 5.14 Counterparts. The Agreement may be executed by facsimile, or email, and in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute a single instrument.

Section 5.15 Entire Agreement. This Agreement, including Scope of Services and Fee Schedule contained hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous proposals, oral or written, and other communications between the Parties with respect to such subject matter.

Section 5.16 Headings. The headings in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of this Agreement.



RESOLUTION

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

WHEREAS The City Commission has identified the creation of focus group(s) to discuss paid parking and parklets as one-year tasks under the Sustainable Infrastructure and Attractive, Livable Community goal areas in the Commission’s Five-Year Strategic Plan; and

WHEREAS The City has, in partnership with Eastern Michigan University, completed survey work in the recent past to gauge residents’ preferences related to parking and expanded dining options that utilize existing parking; and

WHEREAS The City Commission, Downtown Development Authority, and other stakeholder groups have previously discussed paid parking and the concept of parklets as a means to provide additional outdoor pedestrian-friendly dining and event spaces; and

WHEREAS The administration has requested the enclosed proposal for the facilitation of focus group(s) to gain a better understanding of the preferences of community stakeholders on the matter of paid parking and parklets.

NOW THEREFORE BE IT RESOLVED that the City Commission of the City of Plymouth approves the proposal from Double Haul Solutions, LLC. for Focus Group Facilitation services in an amount not to exceed \$14,700 paid from account 101.101.818.000.

NOW THEREFORE BE IT FURTHER RESOLVED that the City Commission of the City of Plymouth authorizes the mayor to sign the notice to proceed on behalf of the City of Plymouth authorizing the project to move forward.