



Plymouth City Commission

Regular Meeting Agenda

Monday, June 5, 2023 7:00 p.m.
Plymouth City Hall & Online Zoom Webinar

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

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

Join Zoom Webinar: <https://us02web.zoom.us/j/89831906822> Passcode: 715996 Webinar ID: 898 3190 6822

1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call
- c. Proclamations: Michigan Life Science Innovation Center, Juneteenth, Pride Month, Pollinator Week

2. APPROVAL OF MINUTES

- a. May 15, 2023 City Commission Regular Meeting Minutes

3. APPROVAL OF THE AGENDA

4. ENACTMENT OF THE CONSENT AGENDA

- a. Special Event: Wednesday Night Workouts- June 21, July 12, August 15, 2023
- b. Special Event: Good Morning USA Parade- Tuesday July 4, 2023

5. CITIZEN COMMENTS

6. PUBLIC HEARING

- a. New Liquor License into City for Highline Spirits Company
- b. Adoption of 2022-2023 Budget

7. COMMISSION COMMENTS

8. OLD BUSINESS

9. NEW BUSINESS

- a. City Commission Meetings in the Parks
- b. Penniman Wall Project
- c. Design Phase – Bump Outs
- d. Design Phase – Church St.
- e. Cemetery Rules and Rates
- f. Waste and Recycling Rates 2023-24
- g. Delinquent Charges on Tax Roll Summer 2023
- h. Designated Depositories 2023-24
- i. Water & Sewer - Rate Card #26
- j. Purchase Agreement – Wira Property

10. REPORTS AND CORRESPONDENCE

- a. Parking Presentation – John Buzuvis
- b. Liaison Reports
- c. Appointments

11. 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

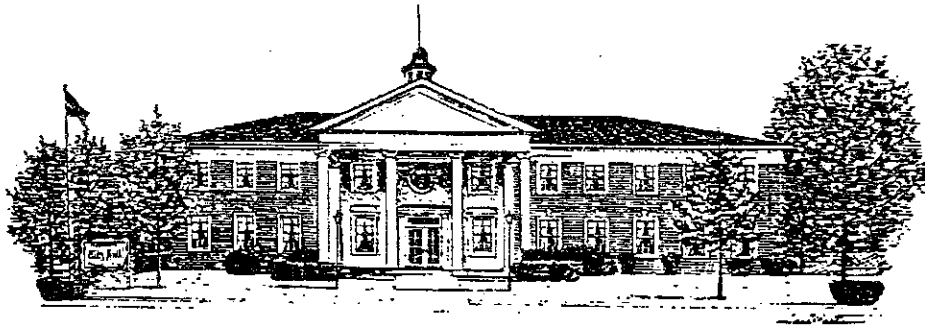
OBJECTIVES

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



Proclamation

Whereas The mission of Michigan Life Science and Innovation Center is to diversify and grow the Michigan economy by helping high-tech startup companies succeed; and

Whereas The goal of MLSIC is to catalyze growth by combining state-of-the-art laboratory space and entrepreneurial support in one location, providing startups daily contact with leaders in the life science industry who offer on-site mentoring and ready access to expertise in finance, business development, marketing, sales, human resources, and logistics; and

Whereas For 15 years, MLSIC has upheld its founding principles of driving innovation and socioeconomic growth in the Michigan, which according to their published reports, has created hundreds of jobs, attracted millions of dollars of investment, and generated a combined value of more than a billion dollars for Michigan.

NOW THEREFORE, I, Nick Moroz, Mayor of the City of Plymouth, sincerely congratulate the

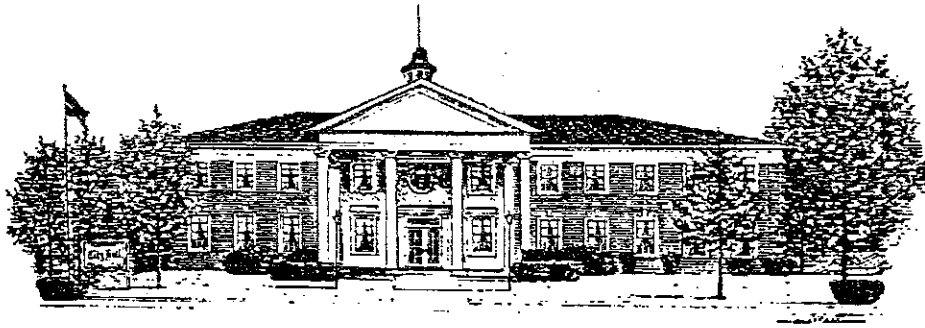
Michigan Life Science and Innovation Center

on its 15th anniversary and wish them all the best in their future endeavors in this community.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Plymouth to be affixed hereto this 5th day of June in the year Two-Thousand Twenty-Three.

*Nick Moroz, Mayor
City of Plymouth, Michigan*





Proclamation

- WHEREAS** President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring the slaves in Confederate territory free, paving the way for the passing of the 13th Amendment which formally abolished slavery in the United States of America; and
- WHEREAS** Word about the signing of the Emancipation Proclamation was delayed some two- and one-half years, to June 19, 1865, in reaching authorities and African Americans in the South and Southwestern United States; and
- WHEREAS** Emancipation Day observations are held on different days in different states in the South and Southwest, and in other parts of the nation; and
- WHEREAS** June 19th has a special meaning to African Americans and is called "JUNETEENTH" combining the words June and Nineteenth and has been celebrated by the African American community for over 150 years.

NOW THEREFORE, I, Nick Moroz, Mayor of the Plymouth, do hereby declare June 19, 2023, as

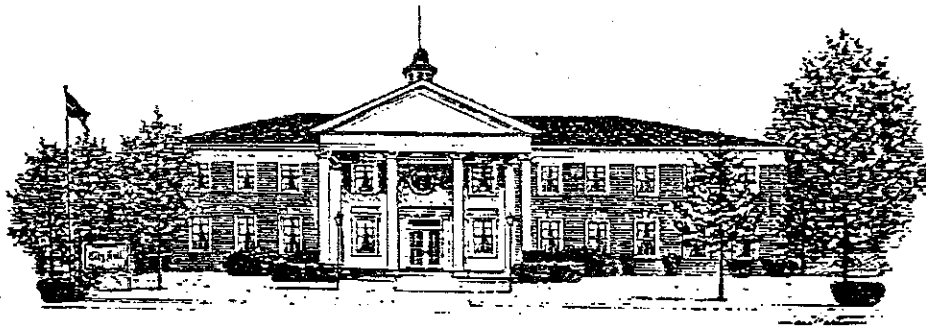
Juneteenth

in the City of Plymouth, Michigan, and urge all citizens to become more aware of the significance of this celebration in African American history and in the heritage of our nation and City.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Plymouth to be affixed hereto on this 5th day of June 2023.



Nick Moroz, Mayor
City of Plymouth, Michigan



Proclamation

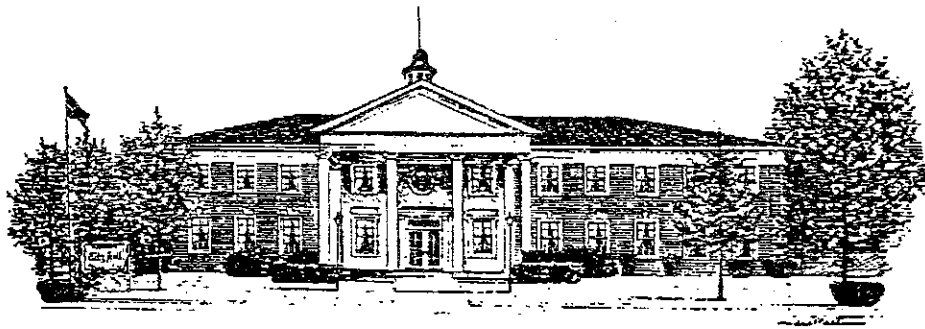
- WHEREAS** The City of Plymouth celebrates the rights of all people to live as their authentic selves and to love honestly, openly, and freely; and
- WHEREAS** We strive to provide a welcoming and accepting community where the inherent dignity of all people is respected and championed; and
- WHEREAS** The Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) members of the City of Plymouth are an integral part of the vibrant culture and climate of our community; and
- WHEREAS** We recognize the contributions of LGBTQ+ Americans in the cultural, civic, and economic successes in the City of Plymouth; and
- WHEREAS** We honor the historic, significant contributions of Plymouth residents in securing marriage equality in the United States in what became *Obergefell v. Hodges*, when a Plymouth attorney brought the matter of marriage equality before the U.S. Supreme Court, and Plymouth residents established the non-profit which supported the Michigan costs of this case; and
- WHEREAS** We acknowledge that Pride Month was born from the struggles of the LGBTQ+ community, especially transgender women of color, in fighting for equal rights and equal justice; and
- WHEREAS** The City of Plymouth's elected officials as well as all City employees proudly adhere to a forward-thinking ethics ordinance amended in 2018 that prohibits discrimination based upon religion, race, color, national origin, age, sex (including pregnancy and conditions related to pregnancy), height, weight, marital status, disability, genetic information, sexual orientation, transgender status, veteran status, or political affiliation; and
- WHEREAS** We recognize there is more work to be done to secure full equality, to erase hate, to support LGBTQ+ youth, and to celebrate the diversity of our community.
- NOW THEREFORE**, I, Nick Moroz, Mayor of the City of Plymouth, do hereby proclaim the month of June as

LGBTQ+ Pride Month.



In witness whereof, I have hereunto set my hand and caused the Seal of the City of Plymouth to be affixed hereto on this 5th day of June 2023.

*Nick Moroz, Mayor
City of Plymouth, Michigan*



Proclamation

- WHEREAS** Pollinators play an important role in maintaining a healthy ecosystem. Local plant species, wildlife, and urban agriculture all depend on pollination from bees, butterflies, and other insects; and
- WHEREAS** Pollinator species are in decline due to habitat loss and the use of pesticides, causing species like the monarch butterfly to decline significantly in the past 25 years; and
- WHEREAS** The City of Plymouth is home to many native wildlife and pollinator species such as birds, bees, and insects which keep our environment healthy and biodiverse; and
- WHEREAS** The City of Plymouth recognizes that human health ultimately depends on well-functioning ecosystems and that biodiverse regions can better support food production, healthy soil and air quality, and can foster healthy connections between humans and wildlife; and
- WHEREAS** The City of Plymouth is working to build a healthy, sustainable, and wildlife-friendly community that brings the many benefits of nature to its all corners; and
- WHEREAS** The City of Plymouth will continue to support local, state, and national efforts that protect, restore, and conserve habitat for pollinators, as well as foster a greater connection between residents and wildlife.

NOW THEREFORE, I, Nick Moroz, Mayor of the City of Plymouth, do hereby proclaim the week of June 19-25, 2023, as

Pollinator Week

in the City of Plymouth and encourage all residents to participate in community activities that support and celebrate pollinator protection.



In witness whereof, I have hereunto set my hand and caused the Seal of the City of Plymouth to be affixed hereto on this 5th day of June 2023.

*Nick Moroz, Mayor
City of Plymouth, Michigan*



City of Plymouth
City Commission Regular Meeting Minutes
Monday, May 15, 2023, 7:00 p.m.
Plymouth City Hall 201 S. Main St. Plymouth, MI

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

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

1. CALL TO ORDER

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

b. Roll Call

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

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

Excused: Commissioner Marques Thomey

c. Proclamations

- i. National Police Week
- ii. National Public Works Week

2. CITIZENS ACADEMY GRADUATION

Participants of the recent Citizens Academy were recognized and were given certificates and T-shirts.

3. APPROVAL OF MINUTES

Filipczak offered a motion, seconded by Kehoe, to approve the minutes of the May 1, 2023 City Commission meeting.

There was a voice vote.

MOTION PASSED

4. APPROVAL OF THE AGENDA

Filipczak offered a motion, seconded by O'Donnell, to approve the agenda for Monday, May 15, 2023.

There was a voice vote.

MOTION PASSED

5. ENACTMENT OF THE CONSENT AGENDA

a. Approval of April 2023 Bills

Filipczak offered a motion, seconded by O'Donnell, to approve the consent agenda.

There was a voice vote.

MOTION PASSED

6. CITIZEN COMMENTS

Ellen Elliott, 404 Irvin, thanked the police and Department of Municipal Services staff for being at the Farmers Market. She also thanked Sincock for recording a PSA for the student radio station about recent vandalism at the fountain.

Brock Minton, 702 N. Harvey, thanked staff for the Citizens Academy.

Ron Picard, 1373 Sheridan, also thanked staff for the Citizens Academy.

7. COMMISSION COMMENTS

Maguire noted that last week was both nurse’s and teacher’s appreciation week, and she thanked them.

Kehoe congratulated the P-CEP Culinary Team for being first in the nation. She also reminded the group that there would be a cleanup at Wilcox Lake on Saturday.

Deal said she recently visited the Department of Municipal Services building to see the recently purchased equipment.

O’Donnell said that City Commission members would be volunteering at a Miracle League game.

Moroz recognized Assistant Recreation Director Brandon Szachta for his promotion and for his one year of service. He thanked the Chamber of Commerce for the Farmers Market, Republic Services for the spring cleanup events, and the DDA for the Art Walk and the Inside Out art project. He also noted that the recreation department is working on a joint recreation master plan with Plymouth Township.

8. OLD BUSINESS

There was no old business.

9. NEW BUSINESS

a. Adoption of Fund Balance Policy

The following resolution was offered by Filipczak and seconded by Maguire.

RESOLUTION 2023-40

WHEREAS The City of Plymouth operates with good financial practices and in order to formalize the City’s practices as it relates to fund balances, it is necessary and essential to the financial integrity of the City to adopt a formal Fund Balance Policy; and

WHEREAS The adoption of a formal fund balance policy has been recommended by the City’s financial consultants from Michigan Financial Consulting Incorporated (MFCI); and

WHEREAS The proposed policy has been reviewed by the City’s auditor and the financial consultants from MFCI.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby formally adopt the attached City of Plymouth Fund Balance Policy and said policy shall take immediate effect.

BE IT FURTHER RESOLVED THAT the City Commission hereby directs the City Clerk to make the adopted policy a part of the meeting minutes of this meeting.

City of Plymouth Fund Balance Policy

Developed for GASB 54

Purpose

The City Commission recognizes that the maintenance of a fund balance is essential to the preservation of the financial integrity of the City and is fiscally advantageous for both the City and the taxpayers. This policy will ensure that the City maintains adequate fund balances and reserves in order to:

- Provide sufficient cash flow for daily financial needs
- Secure and maintain investment grade bond ratings (if necessary)
- Offset significant economic downturns or revenue shortfalls
- Provide funds for unforeseen expenditures related to emergencies

Definitions

Fund Balance – A governmental fund's fund balance is the difference between its assets and deferred outflows and its liabilities and deferred inflows.

Fund Balance Components – An accounting distinction is made between the portions of fund equity that are spendable and nonspendable. Under GASB 54, these are broken up into five categories:

- 1) **Nonspendable fund balance** – Amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (such as the corpus of an endowment fund).
- 2) **Restricted fund balance** – Amounts that can be spent only for the specific purposes stipulated by external resource providers either constitutionally or through enabling legislation. Examples include grants and dedicated millages.
- 3) **Committed fund balance** – Amounts constrained to specific purposes by a government itself using its highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint.
- 4) **Assigned fund balance** – Amounts intended to be used by the government for specific purposes. Intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.
- 5) **Unassigned fund balance** – The residual classification of the general fund which includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose.

Unrestricted fund balance - Unrestricted fund balance includes committed, assigned and unassigned fund balance categories. Governments may deem it appropriate to exclude from consideration resources that have been committed or assigned to some other purpose and focus on unassigned fund balance rather than on unrestricted fund balance.

Policy

The responsibility for designating funds to specific classifications shall be as follows:

Committed Fund Balance – The City Commission is the City's highest level of decision-making authority, and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution approved by the City Commission.

Assigned Fund Balance – The City Commission has authorized the city manager and administration as officials authorized to assign fund balance to a specific purpose as approved by this fund balance policy.

Minimum Unassigned Fund Balance

It is the goal of the City to achieve and maintain an unrestricted fund balance in the general fund be no less than two months (16%) and not more than (50%) of regular general fund operating revenues. If the unrestricted fund balance at fiscal year-end falls below the goal, the City shall develop a restoration plan to achieve and maintain the minimum fund balance. Should unassigned fund balance of the general fund ever exceed the maximum (50%) range, the City will consider such fund balance surplus for one-time expenditures that are non-recurring in nature, and which will not require additional expense outlays for maintenance, additional staffing or other recurring expenditures.

Budget Stabilization Fund

In addition to the general fund reserve, the City shall maintain a budget stabilization fund pursuant to Public Act 30 of 1978, as amended for the purpose of setting aside a reserve to meet unanticipated expenditure needs, unanticipated revenue shortfalls, or other emergencies. The unrestricted fund balance should be no less than \$880,000, but not more than the state statute maximum of 15% of general fund revenues.

Fund Balance Restoration

Should the fund balance reserve or budget stabilization fund need to be utilized, after the annual analysis calculation, administration will notify the City Commission and bring a plan within 90 days, should balances fall outside of policy limits. Incorporating into the multi-year budget is the goal to restore fund balance within three years for the general fund and ten years for the budget stabilization fund. Generally, restoration comes from excess revenues over expenditures but may also come from one-time revenue sources.

Order of Expenditure of Funds

When multiple categories of fund balance are available for expenditure (e.g., a project is being funded partly by a grant, funds set aside by the City Commission, and unassigned fund balance), the City will start with the most restricted category and spend those funds first before moving down to the next category with available funds.

There was a voice vote.

MOTION PASSED

b. Authorization to Apply for Pension Grant Program

The following resolution was offered by Filipczak and seconded by Kehoe.

RESOLUTION 2023-41

WHEREAS Pursuant to Section 979(a)(2) of Public Act 166 of 2022, the Protecting MI Pension; Michigan Local Pension Grant Program was created to help Michigan unfunded pension systems provide enrolled local government employee retirement benefits; and

WHEREAS Under the Fiscal Year 2022-23 state budget, the Michigan Department of Treasury was appropriated \$750 million to establish and operate a local unit municipal pension principal payment grant program for qualified retirement systems with a funded ratio below 60%, as defined in the Protecting Local Government Retirement and Benefits Act, Public act 202 of 2017; and

WHEREAS The City Commission of the City of Plymouth is requesting to apply for the Protecting MI Pension: Michigan Local Pension Grant Program as the City's defined benefit plan is Below 60% funded.

NOW THEREFORE BE IT HEREBY RESOLVED as follows: The City Commission of the City of Plymouth, Michigan, authorizes and directs City Manager Paul Sincock (Chief Administrative Officer) to file a claim for the pension grant award and is authorized to sign any forms or documents required by the State of Michigan to apply for this grant.

There was a voice vote.

MOTION PASSED

c. Authorization to Contract with Recreation Master Plan Component

The following resolution was offered by Filipczak and seconded by Deal.

RESOLUTION 2023-42

WHEREAS The City of Plymouth maintains a Recreation Department to help with the public health and welfare; and

WHEREAS The State of Michigan requires that the city update their Recreation Master Plan every five years in order to be eligible for grant funding from the state; and

WHEREAS In order to help put together the updated Master Plan the city needs to enter into a professional services contract to complete the process.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a professional services contract with L Groya Consulting, LLC in an amount not to exceed \$14,600, including expenses in accordance with their proposal.

There was a voice vote.

MOTION PASSED

d. Contract for Professional Services – EPIC-MRA 2024 Survey

The following resolution was offered by Filipczak and seconded by Kehoe.

RESOLUTION 2023-43

WHEREAS The City of Plymouth operates a Recreation Department to help promote the public health, safety and welfare; and

WHEREAS From time to time it is necessary to update the City's Recreation Master Plan and to include public input into an updated Master Plan.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a professional services contract with EPIC-MRA to provide for a city resident survey in an amount not to exceed \$13,750.00, with funding authorized from 101-101-818.

Sincock explained that the recreation survey would also include space for Planning Commission questions in preparation for the master plan update and questions from the City Commission. There was a discussion about what type of questions should be on the City Commission portion of the survey, and it was agreed that the group would vote on the structure and number of questions (8 for the Planning Commission and 8 for the City Commission) and determine the questions at a later date.

There was a voice vote.

MOTION PASSED

e. Purchase of Snowplows for DMS Fleet Vehicles

The following resolution was offered by Deal and seconded by Filipczak.

RESOLUTION 2023-44

WHEREAS The City of Plymouth operates and maintains a fleet of vehicles to help protect the public health, safety, and welfare; and

WHEREAS Michigan is subject to winter snow and ice conditions, and it is necessary to keep the streets of the city clear of snow accumulations and having trucks ready to plow snow is critical to the safety of the community.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase and installation of three (3) Boss 9' 2" Power-V DXT Red Steel blade snowplows and related accessories and wiring from Truck & Trailer Specialties, using the City of Rochester Hills co-op purchasing in an amount of \$9,495.00 each, or a total of \$28,485.00. Installation will be completed in accordance with the proposal dated May 2, 2023, from Truck & Trailer Specialties, Inc. Funding for this project shall be from the Equipment Fund.

There was a voice vote.

MOTION PASSED

f. Authorization to Obtain Engineering Proposal for Removal of Patio Bump-Outs

The following resolution was offered by Deal and seconded by Maguire.

RESOLUTION 2023-45

WHEREAS The City of Plymouth operates and maintains a public roadway system and the parking system; and

WHEREAS The current design of the streets and parking system in the City's downtown area has two locations where a what is commonly called a bump out, that is public space located on the street system; and

WHEREAS There are two locations of where bump outs are currently located, one at an area on Penniman, at the Penn Grill and on Forest Ave. at Barrio; and

WHEREAS The City Commission would like to remove the current bump outs at those two locations and replace them with public parking.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby direct the City Administration to obtain a proposal for design services from the City Engineer at Wade Trim to remove the two downtown bump outs and return those areas back into public parking. Some Commissioners voiced concern that the money this project would cost could be better spent elsewhere and that there were projects in the 2020 DDA Master Plan that hadn't yet been accomplished. Others pointed out that this proposal would allow them to gather information in order to make an informed decision.

Kerri Collins, 730 Penniman, said removing the bump outs would be moving backward, and that a streetscape like this improves pedestrian safety.

Ellen Elliott, 404 Irvin, said this concept should be discussed with the DDA Board along with the question of whether the money could be used in a better way.

Karen Sisolak, 939 Penniman, said she would like to see an overall streetscape plan and make improvements to the current streetscape as needed.

There was a roll call vote.

Yes: Deal, Filipczak, Maguire, Moroz

No: Kehoe, O'Donnell

MOTION PASSED

g. Possible Recreational Space – Lumber Mart – Environmental Review Authorization

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

RESOLUTION 2023-46

WHEREAS The City operates a public recreation system for the public Health and welfare; and

WHEREAS The city has an extreme shortage of field space and wants to begin a due diligence on the property commonly known as the Lumber Mart site on Mill Street to determine if that site could provide potential for a future recreational site for the city.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby direct the City Administration to develop a non-binding memorandum of understanding and a phase 1 environmental report for the property commonly known as the Lumber Mart site and report back the same to the City Commission for possible further action.

There was a voice vote.

MOTION PASSED

h. Possible Additional Parking Spaces at Delta Diamond – Environmental Review

The following resolution was offered by O'Donnell and seconded by Deal.

RESOLUTION 2023-47

WHEREAS The City operates a public parking system for the public welfare; and

WHEREAS The City's Downtown Development Authority has recommended to the City Commission to begin a due diligence on the property commonly known as the Delta Diamond site to be used as a pocket park and additional municipal parking.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby direct the City Administration to develop a non-binding memorandum of understanding and a phase 1 environmental report for the property commonly known as the Delta Diamond site and report back the same to the City Commission for possible further action.

There was considerable discussion on the price of the property, and whether the cost would provide adequate benefit. Some mentioned that they would prefer greenspace over parking should the City acquire the property.

Karen Sisolak, 939 Penniman, said the City Commission has a fiscal responsibility to the residents, and asked where the City would obtain funds for this project.

Kerri Collins, 730 Penniman, said she was opposed to this idea, and that parking in this location would impact the mid-block crossing. She also said the City needs a detailed parking study to determine use and turnover.

Moroz said the City has already done a detailed parking study.

There was a roll call vote.

YES: Deal, Kehoe, O'Donnell, Moroz

NO: Maguire, Filipczak

MOTION PASSED

i. Additional Parking Spaces on Church Street – Design Proposal

The following resolution was offered by Filipczak and seconded by Maguire.

RESOLUTION 2023-48

WHEREAS The City operates a public parking system for the public welfare; and

WHEREAS The City's Downtown Development Authority has recommended to the City Commission that they look at possibly adding additional parking on eastbound Church Street between the church property to west of Main Street.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby direct the City Administration to seek a proposal from the City Engineer for design services for this project and report back the same to the City Commission for possible further action.

Moroz pointed out that the DDA Board supported this idea, and that no money was being committed in this resolution. Commission members said the City values greenspace and walkability and this project could negatively impact both, and that there is adequate parking in this area already. Others said they would be interested in seeing what could be done and how much it would cost.

Kerri Collins, 730 Penniman, said she was opposed to spending money on engineering to add only spaces. She suggested reconfiguring the parking the City already has and charging for parking.

Pet  Mundt, 643 N. Harvey, thanked the City Commission for discussing all options, and that safety should be considered in an engineering design.

There was a roll call vote.

YES: Deal, Filipczak, Maguire, Moroz

NO: Kehoe, O'Donnell

MOTION PASSED.

j. Authorization for purchase of Real Property - Wira

The following resolution was offered by O'Donnell and seconded by Moroz.

RESOLUTION 2023-49

WHEREAS The City of Plymouth operates a public parking system and there is a need to develop additional parking for the public parking system; and

WHEREAS The City has previously purchased and is under contract to develop the parking lot known as the old Saxton's site; and

WHEREAS The owner of a small piece of land on the west end of the Saxton's lot is now willing to sell his property to the City to allow the city to develop the entire site into a single municipal parking lot.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the mayor, with the city attorney to enter into a purchase agreement, that must be ultimately approved by the City Commission for what is commonly known as the Wira Property located on the corner of Deer Street and Ann Arbor Trail in an amount not to exceed \$405,000.00.

Finance Director John Scanlon was asked to explain the source of funding to purchase this property. He said the City sold bonds in 2016 to acquire parking, and when the City sold a portion of the Saxton's property it had previously purchased, proceeds were committed to parking. In addition, he said there is money in the Parking Fund from payment in lieu of parking, and that public improvement funds and the fund balance in the General Fund could also be used.

Ellen Elliott, 404 Irvin, asked whether \$405,000 was the final price, and Sincock said that it was anticipated to be.

There was a voice vote.

MOTION PASSED.

10. REPORTS AND CORRESPONDENCE

a. Liaison Reports

Filipczak said the Cemetery Board would be meeting on May 22 and the Historic District Commission would be meeting on June 7.

Kehoe gave a Planning Commission update.

b. Appointments

Moroz offered a motion, seconded by Filipczak, to appoint Zachary Funk to the Planning Commission.

There was a voice vote.

MOTION PASSED

11. ADJOURNMENT

A motion to adjourn was offered by Maguire and seconded by Deal at 8:55 p.m.

There was a voice vote.

MOTION PASSED

NICK MOROZ
MAYOR

MAUREEN A. BRODIE, CMC, MIPMC
CITY CLERK

City of Plymouth
SPECIAL EVENT APPLICATION

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

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

Sponsoring Organization's Legal Name Sun & Snow

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

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

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

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

Address 45828 Primrose Ct City Plymouth State MI Zip 48170

Event Name Wednesday Night Workouts & FitKids

Event Purpose To promote healthy activity and lifestyles in our community

Event Date(s) June 21, July 12, August 16 2023 (Three dates total) June 28

Event Times 5:30pm-8:00pm

Event Location Kellogg Park

What Kind Of Activities? Free community workouts led by professional Plymouth studio instructors

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

Coordinating With Another Event? YES NO [checked] If Yes, Event Name:

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

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

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

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

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

Normal Event Schedule (e.g., third weekend in July): Each Wednesday evening between Memorial Day and Labor Day

Next year's specific dates: Wednesdays between Memorial Day - Labor Day

See section 12.13 for license & insurance requirements for vendors

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

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

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

6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** We need one 120v/20a circuit YES NO

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

No city services required

Only need "No parking after 1:00pm" signs put up in spots along Main/Kellogg

Park (Same as this past season)

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

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

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

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

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

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

YES NO

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

Need 4 spots along Western edge of Kellogg Park (on Main Street) for set up & teardown.

Setup starts at 1:30pm

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 ~~tax~~ services which may be rendered, pursuant to Policy 12.3 and 12.4.

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

05/23/2023

Date



Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203


11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The Sun & Snow _____ (*organization name*) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Wednesday Night Workouts & FitKids _____ (*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 05/23/2023

Witness 

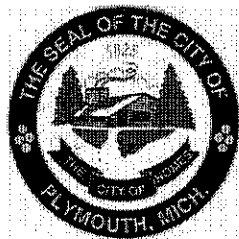
Date 05/23/2023

EVENT REVIEW FORM

EVENT NAME: Wednesday Night Workouts TOTAL ESTIMATED FEE: _____

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

| | | | | |
|--|--------------------|--------------------|--------------------------|-----------------------------------|
| MUNICIPAL SERVICES: | <u>Approved</u> | Denied | (list reason for denial) | Initial <u>CP</u> |
| <u>SET UP FOR NP</u> | | | | |
| \$250 Bathroom Cleaning Fee Per Day of Event? <u>YES</u> NO | | | | |
| Labor Costs: | \$ <u>35/EVENT</u> | Equipment Costs: | \$ <u>10/EVENT</u> | Materials Costs \$ <u>6/EVENT</u> |
| POLICE: | <u>Approved</u> | Denied | (list reason for denial) | Initial <u>QC</u> |
| <u>NO SERVICES NEEDED</u> | | | | |
| Labor Costs \$ | | Equipment Costs \$ | <u>0</u> | Materials Costs \$ |
| FIRE: | Approved | Denied | (list reason for denial) | Initial |
| Labor Costs \$ | | Equipment Costs \$ | | Materials Costs \$ |
| HVA: | Approved | Denied | (list reason for denial) | Initial |
| DDA: | <u>Approved</u> | Denied | (list reason for denial) | Initial <u>SBP</u> |
| Labor Costs \$ | <u>0</u> | Equipment Costs \$ | | Materials Costs \$ |
| RISK MANAGEMENT: | <u>Approved</u> | Denied | (list reason for denial) | Initial <u>MB</u> |
| Class I – Low Hazard | | | | |
| <u>Class II – Moderate Hazard</u> 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 | | | | |
| SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____ | | | | |
| APPROVED _____ NOT APPROVED _____ DATE _____ | | | | |



Special Event Application

ITEM 4.b

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 | | Kiwanis Club of Colonial Plymouth | | | |
| Ph# | 734 751-6188 | Fax# | | Email | see attached |
| Address | | 885 Penniman, #6445 | | City | Plymouth |
| | | State | MI | Zip | 48170 |
| Sponsoring Organization's Agent's Name | | Scott Kappler | | Title | |
| | | | | Parade Chair | |
| Ph# | 734 751-6188 | Fax# | 734-354-8800 | Email | see attached |
| Address | | 885 Penniman, #6445 | | City | Plymouth |
| | | State | MI | Zip | 48170 |

| | | | | | |
|--|---|--|---------------------|--|--|
| Event Name | Good Morning USA Parade | | | | |
| Event Purpose | Community engagement & entertainment | | | | |
| Event Date(s) | Tuesday, July 4, 2023 | | | | |
| Event Times | Parade 9:00 to 11:00 w/ set up and break down | | | | |
| Event Location | need use of Main Street from Amelia to Ross & staging areas | | | | |
| What Kind Of Activities? | a variety show in motion | | | | |
| What is the Highest Number of People You Expect in Attendance at Any One Time? | thousands | | | | |
| Coordinating With Another Event? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | If Yes, Event Name: | | |

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)
 Its a Parade, created by Fred Hill, filled with Plymouth style excitement and entertainment, an MC stage at AA Trail, and lots of fun for all - big and small

RECEIVED

MAY 23 2023

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): Thursday, July 4, 2024

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)

JAG Entertainment will set up stage at AA Trail & Main

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:

Where -- city wide

Why -- its Independence Day

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.

5-19-23
Date


Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

11. **INDEMNIFICATION AGREEMENT**

INDEMNIFICATION AGREEMENT

The Kiwanis Club of Col. Ply. (*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 Good Morning USA Parade (*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 
Witness 

Date 05/17/23

Date 05/17/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2023

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

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

| | | |
|---|---|---|
| PRODUCER Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290 | CONTACT NAME: Lisa Christenson | FAX (A/C, No.): 317-817-5151 |
| | PHONE (A/C, No, Ext): 317-817-5172 | E-MAIL ADDRESS: kiwaniscert@hylant.com |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Lexington Insurance Company | | 19437 |
| INSURER B: | | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

INSURED KIWAN03
 Kiwanis International, All Clubs and Their Members
 3636 Woodview Trace
 Indianapolis IN 46268

COVERAGES **CERTIFICATE NUMBER:** 1614295075 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | 013136005 | 11/1/2022 | 11/1/2023 | EACH OCCURRENCE | \$ 2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 2,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | Liquor Liability | \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 013136005 | 11/1/2022 | 11/1/2023 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | PER STATUTE | OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| A | Self-insured Retention | | | 013136005 | 11/1/2022 | 11/1/2023 | All Claims | \$75,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
 July 4th, 2023 or any future date(s) during the policy term.
 Fourth of July Parade
 Located @ Downtown Plymouth, Main Street
 Kiwanis Club of Colonial Plymouth

| | |
|--|---|
| CERTIFICATE HOLDER City of Plymouth Michigan Attn: City Manager 201 S. Main Plymouth MI 48170 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Judy K. Wilson</i> |
|--|---|

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ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2022

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

City of Plymouth Michigan
Attn: City Manager
201 S. Main
Plymouth, MI 48170

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.

A handwritten signature in black ink, appearing to be 'R.B.', is written above a horizontal line.

Authorized Representative

EVENT REVIEW FORM

EVENT NAME: Good Morning USA Parade TOTAL ESTIMATED FEE: _____

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

| | | | | |
|--|-----------------|---------------------|--------------------------|------------------------|
| MUNICIPAL SERVICES: | <u>Approved</u> | Denied | (list reason for denial) | Initial |
| 3 FTE DURING EVENT PA SYSTEM | | | | |
| \$250 Bathroom Cleaning Fee Per Day of Event? <u>YES</u> NO | | | | |
| Labor Costs: \$ | \$ 1,000 | Equipment Costs: \$ | \$ 150 | Materials Costs \$ 100 |
| POLICE: | <u>Approved</u> | Denied | (list reason for denial) | Initial <u>gpc</u> |
| 1 - COMMAND 6 - PATROL 5 - NAIAFF | | | | |
| Labor Costs \$ | | Equipment Costs \$ | \$ 2648- | Materials Costs \$ |
| FIRE: | Approved | Denied | (list reason for denial) | Initial |
| Labor Costs \$ | | Equipment Costs \$ | | Materials Costs \$ |
| HVA: | Approved | Denied | (list reason for denial) | Initial |
| DDA: | <u>Approved</u> | Denied | (list reason for denial) | Initial <u>SBL</u> |
| Labor Costs \$ | 0 | Equipment Costs \$ | | Materials Costs \$ |
| RISK MANAGEMENT: | <u>Approved</u> | Denied | (list reason for denial) | Initial <u>WPO</u> |
| 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 | | | | |
| 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 - New License for Tasting Room - Highline Spirits 06-05-23.docx
 Date: May 8, 2023
 RE: New Liquor License into City for Highline Spirits Company

Background

The city has received an application from Christi Lower on behalf of Highline Spirits Company, LLC for a new Tasting Room Liquor License into the City of Plymouth for a tasting room at 330 S. Main. The City Commission must open a Public Hearing on this topic prior to making a decision.

The proposed location is in the DDA and there is one license available under the liquor cap. This matter is scheduled to be reviewed by the Local Liquor License Review Committee prior to the City Commission meeting.

We have attached the application information for your reference. They have paid the fees to the City related to the transfer. This will be the 30th alcohol by the glass license in the city.

The ownership group has submitted an operations plan for their new venture. They have added pre-packaged food to their application in order to meet some of the criteria in the Liquor Management Ordinance. As you are aware, the Liquor Management Ordinance requires that the LLRC and the City Commission consider a number of elements before approving a new license into the city. The ordinance states the following:

Plymouth City Code, Section 6.35 (4)

Review factors. In reviewing a request for a new license or permits or transfers of ownership of existing licenses or transfers into the city of new on-premises licensees, the city commission or LLRC may consider and/or weigh the following factors:

A. Conserve the expenditure of funds for public improvements and services to conform with the most advantageous uses of land, resources, and property.

b. Total number of similar licenses in the city.

c. Input from residents and surrounding business owners.

d. Impact of the establishment on surrounding businesses and neighborhoods.

e. Whether a proposed licensed premise is part of a multi-use project with substantial new retail, office, or residential components. The size of the licensed premise relative to the overall project or development.

f. Crowd control.

g. Parking availability.

h. Preservation or restoration of historic buildings.

i. Locating in an underdeveloped area.

j. Concentration of drinking establishments and impact on policing requirements.

k. Policing requirements.

l. Business history.

m. Business experience.

n. LCC violation history.

o. Will facility be a sit down full service restaurant serving alcohol or other "bar only" type establishment.

p. Will restaurant have a 70-percent—30-percent sales of food over alcohol

q. Percent of floor area devoted to dining versus bar area.

r. Size of bar area.

s. Size of dance floor, if any.

t. Type or character of the establishment, e.g. dining, nightclub, hotel, dance club.

u. Overall benefit of the plan to the city.

v. Non-payment of taxes or other payment due to the city.

w. Any other factor(s) that may effect the health, safety and welfare or the best interests of the community.

The review factors related to food service, restaurant, and percent of establishment devoted to dining versus a bar area were added to the Liquor Management Ordinance as a result of the old 336 S. Main, which served only cocktails and very high incidents of police activity at that location.

After a review of all of the requirements for a new license, the City Commission must review the recommendation from the LLRC and then vote to either approve or deny the license to the Michigan Liquor Control Commission. The approval or denial must be based on the same review factors that we evaluate every liquor serving establishment.

RECOMMENDATION:

The City Commission must carefully consider all of the review factors, before making an approval or denial to the Michigan Liquor Control Commission. Food criteria was added to the Ordinance after a previous establishment with no food caused significant stress on police and fire services. It was for that reason that the City Commission enacted the review factors related to food sales into the Liquor Management Ordinance.

We have prepared two proposed Resolutions for the City Commission to consider regarding this matter. Resolution #1 would recommend approval and Resolution #2 would recommend against approving the new license.

Should you have any questions in advance of the meeting please contact Al Cox or myself.

NOTICE OF PUBLIC HEARING

CITY OF PLYMOUTH CITY COMMISSION WILL HOLD A PUBLIC HEARING IN ACCORDANCE WITH LIQUOR MANAGEMENT ORDINANCE

PLEASE TAKE NOTICE THAT a public hearing shall be held before the City Commission of the City of Plymouth on **Monday, June 5, 2023 at 7:00 p.m.** at **the meeting of the Plymouth City Commission at the Plymouth City Hall, 201 S. Main, Plymouth, Michigan.** The Public Hearing will consider the following:

- 1) Application for New Tasting Room Liquor License for Highline Spirits Company, LLC of Dexter, Michigan to do business at 330 S. Main, Plymouth**

This is a public meeting and any interested person is invited to attend at the place and time stated.

THERE WILL BE A MEETING OF THE LOCAL LIQUOR LICENSE REVIEW COMMITTEE (LLRC) that will take place at the PLYMOUTH CITY HALL, 201 S. Main, Plymouth, MI 48170 at **6:00 p.m. on Monday, June 5, 2023** to allow the LLRC to make a recommendation to the City Commission related to this transfer request.

Maureen Brodie, CMC
City Clerk

Posted: City Hall
Cultural Center
Public Library

CITY OF PLYMOUTH
LIQUOR LICENSE REVIEW COMMITTEE APPLICATION

Name of Applicant: Highline Spirits Company, L.L.C.

Address of Applicant: 330 S. Main Street Plymouth Michigan 48170

Phone Number of Applicant: [REDACTED]

Fax Number of Applicant:

Email Address of Applicant: [REDACTED]

Please List Name, Address and type of license as it appears on current Liquor License:

Highline Spirits Company, L.L.C.
8482 Cedar Hills Dr.
Dexter Michigan 48130

List All Persons Listed on Liquor License (Partners): Christina Lower, Jeffrey Lower

Please list type of license that you are requesting (new, permit, transfer of ownership, transfer into the City, etc.): New Tasting Room License

Please list Name, Address and type of license as it is proposed (If change approved):

Highline Spirits Company, L.L.C.
8482 Cedar Hills Dr. Dexter Michigan 48130 (business address)
330 S. Main Street, Plymouth Michigan 48179 (tasting room address)

Please list all persons listed on proposed Liquor License (Partners):

Christina Lower
Jeffrey Lower

Fee Schedule:

Liquor License Investigations:

Tasting Room Operations - \$ 600

Signature of Applicant: Chloe

Date: 10/17/22

Date: 10/15/2022
By: Highline Spirits Company L.L.C. dba: Highline Spirits
Name: Christi Lower CEO

Clower

CHRISTINA Lower

CITY OF PLYMOUTH
201 S. MAIN
PLYMOUTH, MI 48170
Phone : 734-453-1234
WWW.CI.PLYMOUTH.MI.US

Received From:
Date: 11/30/2022
Receipt: 416132
Cashier: DMS
Time: 3:16:14 PM

| ITEM REFERENCE | AMOUNT |
|---------------------------------|----------|
| PDREV POLICE DEPARTMENT REVENUE | |
| HIGHLINE SPIRITS | \$600.00 |
| TOTAL | \$600.00 |
| CHECK 2759 | \$600.00 |
| Total Tendered: | \$600.00 |
| Change: | \$0.00 |

CITY OF PLYMOUTH
CLASS C LIQUOR LICENSE OR TAVERN LICENSED BUSINESS PLAN OF OPERATION

Business Name: Highline Spirits Company L.L.C.
DBA: Highline Spirits Craft Cocktail & Tasting Room
Street Address: 330 S. Main St. Plymouth Michigan 48130

Preamble: I/we have received copies of Plymouth City Ordinance 2003-04, An Ordinance to Establish a General Policy for the management of Liquor Licenses and Permits, understand its provisions and will be governed by them. The following Plan of Operation is developed in keeping with the spirit and intent of this Ordinance.

- I. HOURS OF OPERATION: At present, our planned hours of operation will be 10am-11pm Daily. Last call will be 30 minutes before closing and last service 20 minutes before closing.
- II. FORMAT: The premises will be primarily operated as a Craft Cocktail & Tasting room for Highline Spirits. We are seeking to create a Craft Cocktail Lounge & Tasting room in Plymouth to provide an opportunity for patrons to peek behind the curtain to the traditional spirits industry, participate in cocktail classes, whiskey blending classes and spirits master classes. We are not a bar. We are only serving spirits that we produce. Therefore, we are not serving Jack Daniels or Grey Goose. We would like to provide a high end, approachable, neighborhood atmosphere where the community and visitors leave experiencing all that Plymouth and Highline have to offer. As an integral component of the Highline experience, we will provide premium food selections whereby patrons can pair a specialty cocktail with an exceptional high-end meal prepared by a variety of local chefs. The food service model is as follows:

Highline food service will comprise at least 70% of food and beverage receipts.

Key operating constructs

- A. Highline will contract / be responsible for providing consistent and routine food options during all business hours (see below)
- B. Food options will be processed through Highlines "Point of Sale" system – i.e. purchased directly from Highline versus from a food vendor in Highline's space
- C. Highline will not have a kitchen, but rather will contract for all food options to be prepared offsite and served by vendors licensed by the State for such services.

Food Service Operations

- A. Prepackaged Meals: Highline will provide "prepackaged" substantive meals for purchase during all operating hours
- B. "Themed Meal Events." Highline provided routine catering during the week
 - a) Example Weekly Format
 - (1) Monday – Open Format / Seasonal
 - (2) Tuesday – Open Format
 - (3) Wednesday - Indian
 - (4) Thursday - Thai

- (5) Friday – Sushi
- (6) Saturday – Date Night: “Dinner, Drinks, and a Date”
- (7) Sunday – Sunday Brunch / BBQ night
- b) Highline will also contract certain “Pop-up” meal events from time to time to provide variability for patrons
- C. Hosted Events: Highline will contract catering-based food sales for Special Events (Master Classes in Blending, Craft Cocktails, etc) and Private Events (private parties and corporate events). This is a significant component of the business model
- D. Other food options considered
 - a) “Pairings” will be provided with select tastings (prepackaged fruits, crackers, pastries, etc.)
 - b) Patrons can also “order in” from local restaurants when Highline sponsored “Theme Meal Events” are not offered

We agree to adhere to the provisions of the Entertainment Agreement, which has been signed.

It is agreed that we will not change the format or type of business without written approval of the City Commission. This includes changing from a full-service restaurant to a bar where food service is reduced, etc. The ratio of food sales to alcohol sales is anticipated to be: 70% per the above.

III. **CODE COMPLIANCE**: The premises when remodeled/completed will fully comply with all applicable health, safety, building, sanitation, electrical, plumbing and fire codes as well as zoning requirements.

IV. **PLAN OF OPERATION**: It is acknowledged that under Ordinance 2003-04, the business shall be operated in accordance with an approved plan of operation. Changing the operation of the business in any manner inconsistent with the approved plan of operation is a violation of the ordinance and the rules of the Liquor Control Commission. Any change to the plan of operation must be approved by the City Commission prior to it being placed into effect on the business premises.

V. **SECURITY**: Security for the customer, building, and community is the first priority for the corporation, and as such, we will undertake whatever measures are necessary to maintain and supervise the expected level.

VI. **PARKING**: Parking will be managed through the pay-in-leu-of requirements approved with the Plymouth Planning Commission with 6 additional “spots” required.

VII. **ALCOHOL MANAGEMENT**: The establishment will strictly obey all rules and regulations promulgated by the City of Plymouth and the State of Michigan Liquor Control Commission. There will be neither service to nor consumption of alcoholic beverages by minors at any time. No alcohol will be sold, or permitted to be sold, on a commission basis by any person. The following policies will be enforced at the establishment:

1. No alcoholic beverages will be allowed on the premises, other than what is dispensed by the establishment.
2. All Staff will pay attention and be alert to observable clues displayed by an intoxicated individual such as: impaired reflexes, impaired coordination, reduced judgment and inhibitions, impaired vision, etc.
3. All staff will be alert to potential problems at their respective areas at the facility.

4. Be polite and courteous to the intoxicated individual(s). Be knowledgeable as to when to request assistance from additional facility staff.
5. Patrons who appear to be 30 years of age or younger will be asked to show proper Michigan identification. Signage will be posted at serving locations. Patrons must produce proper identification.
 1. All patrons under 21 years of age, service will be refused.
 2. Check "State Seal" and other markings. Check for damage or alterations to identification card.
 3. Do not return falsified identification cards. Call management immediately.
6. If a patron shows signs of intoxication, then refuse service, politely explain policy, suggest non-alcohol purchase, and/or call for management if necessary.
7. If a patron is purchasing on behalf of someone else who appears less than 30 years old or younger, then request to see identification of recipient or contact supervisory personnel whom will seek patron(s) out. Refuse service to minors. Inform all parties involved that policy allows for ejection off of premises if illegal activity has occurred.
8. Alcohol dispensing may be restricted to one of the following practices or any combination thereof:
 1. No sales to intoxicated persons
 2. No sales without proper identification
 3. Limited alcoholic choices if necessary
 4. When in doubt, do not serve, call supervisor
9. Observe all patrons leaving the property. No alcoholic beverages are allowed to leave the facility or property.
10. Approach any patron appearing to be impaired and leaving the event. Determine if they are driving. If so, attempt to persuade them not to drive and request a non-impaired companion to drive. If unable, refer patron(s) to bus or taxi service.
11. Supervisory and management personnel will complete documentation of any alcoholic related incidents at end of event. Information will be disseminated accordingly.
12. We shall provide free and/or at reduced prices non-alcoholic beverages to all designated drivers.
13. The establishment fully participates in the Techniques in Alcohol Management Program and will continue such participation in that program or a similarly recognized program approved by the Plymouth Police Chief. TIPS/TAM certification for all employees shall be provided to the Chief of Police within 35 days of date of hire.

VIII. REFUSE DISPOSAL: Highline Spirits will utilize the city assigned dumpster for 330 S. Main.

IX. GENERAL: Every effort will be made to maintain positive relationships with adjacent and nearby businesses as well as cooperation with all city departments. Every effort will be made to solve any problems which may arise.

X. EMERGENCY CONTACTS: Christi Lower 517-290-8001

Date: 10/15/2022

By: Highline Spirits Company L.L.C. dba: Highline Spirits

Name: Christi Lower CEO

RESOLUTION

MOTION TO APPROVE

NEW LICENSE

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

WHEREAS The City of Plymouth maintains a Liquor Management Ordinance and all Issues related to liquor licenses in the City are required to be reviewed by The Local Liquor License Review Committee, and

WHEREAS The City of Plymouth has received a request for New Off-Premises Tasting Room to be located at 330 S. Main, and

WHEREAS The application was reviewed by the Local Liquor License Review Committee on Monday, June 5, 2023 and the LLRC has considered all points of review as in Required in the Plymouth City Code Section 6-35 (4).

NOW THEREFORE BE IT RESOLVED THAT based on the recommendation of the LLRC and a consideration of the points of review as required in the Plymouth City Code Section 6-35 (4) the City Commission of the City of Plymouth does hereby APPROVE the request for a new Off-Premises Tasting Room.

RESOLUTION

MOTION TO DENY NEW

LICENSE

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

WHEREAS The City of Plymouth maintains a Liquor Management Ordinance and all Issues related to liquor licenses in the City are required to be reviewed by The Local Liquor License Review Committee, and

WHEREAS The City of Plymouth has received a request for a New Off-Premises Tasting Room to be located at 330 S. Main, and

WHEREAS The application was reviewed by the Local Liquor License Review Committee on Monday, June 5, 2023 and the LLRC has considered all points of review as in Required in the Plymouth City Code Section 6-35 (4).

NOW THEREFORE BE IT RESOLVED THAT based on the recommendation of the LLRC and City Commission consideration of the points of review as required in the Plymouth City Code Section 6-35 (4) the City Commission of the City of Plymouth does hereby **DENY** the request for a new Off-Premises Tasting Room.



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 - Public Hearing & Adoption of the 2023 - 24 Budget - 06-05-23.docx
 Date: May 12, 2023
 RE: Public Hearing & Adoption of the 2023 - 24 Budget

Background

The City Commission has reviewed the proposed budget since it was publicly presented at the first Commission Meeting in April. The City Commission held a Budget Study Session after the proposed budget was presented. The proposed budget has also been posted on our web site since April.

In addition, separate units of Government such as the Downtown Development Authority and the Brownfield Redevelopment Authority have their Fiscal 23 - 24 Budgets documents included in the City's overall Budget. It should be noted that both the DDA and the Brownfield Redevelopment Authority have their own tax revenues and under relatively new state law the City Commission has financial control over the DDA Budget and the City Commission adopts a budget for the DDA and incorporates it into the overall City budget. The Brownfield Board is still fully an independent Board, but the City Commission incorporates their approved budget into the City's overall budget document for ease and informational purposes.

The result of the City Commission deliberations is the proposed budget that has the following highlights:

- General City Operating Millage Rate of 10.3410
 - There is no Headlee reduction this year
- Slight decrease in Bond Debt Millage of .22 mills to meet street bond payment schedule
 - Voters approved millage rates that would match payment schedule
- Total tax rate for the City has once again been reduced
- Maintains current city service levels
- All operating funds are balanced though Community Development, Recreation & Senior Transportation will receive operating subsidies from General Fund

The new budget will require that we continually monitor our revenue sources, including those from State of Michigan. We also must be vigilant related to the cost of the 35th District Court. The expenses for the three-judge system at the court has become a cost center as their volume of work has continued to be way below the level at which a third Judge was added to the system.

Approximately 20 years ago we moved all our employees from the old government pension program to a 401K style retirement. We currently have no employees on the old-style government pension plan, known as defined benefit. All our current employees are on the 401K style retirement, but we still have significant costs for those

who previously retired and are covered by the old defined benefit program and we are working to make extra payments towards those costs. We have also applied for a grant from the state to help pay down these old legacy costs.

We have attached a memorandum from Finance Director John Scanlon which will provide additional background information on the budget adoption.

Recommendation

The City Administration recommends that the City Commission open a Public Hearing on the Budget and hear any additional citizen comments on the proposed budget. After consideration of the public comments we would recommend that the City Commission adopt the attached proposed Resolution related to the 2023 - 24 Fiscal Year Budget, which includes projections for four additional Fiscal Years.

The budget has been reviewed by the City Commission through open public meetings. The official notice has been published in a local newspaper.

We have prepared a proposed Resolution for the City Commission to consider regarding this matter. Once approved it will be placed on our website. If you have any questions in advance of the meeting, please feel free to contact me.



CITY OF PLYMOUTH

www.plymouthmi.gov

201 S. Main
Plymouth, Michigan 48170-1637

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

MEMORANDUM

Date: June 1, 2023
To: Paul Sincock, City Manager
From: John Scanlon, Finance Director
Subject: Budget Hearing

Issue: Resolution of Adoption – 2023-24 Proposed City Budget

Analysis: The budget reflects what the City Commission has approved after meeting on April 6, 2023, as well as adjustments made due to more reliable data provided from numerous sources since that time. As presented for the June 5, 2023 hearing, the proposed budget includes a decrease in the total millage rate of .2200 mills from 15.1110 mills to 14.8910 mills, comprised maintaining the general operating millage, a decrease in GO bond debt retirement millage of .2200 mills and no change in the solid waste and recycling millage rate. The resolution also provides for the formal adoption of a 1% property tax administration fee which the City Commission originally approved by a 5-2 vote at the City budget session held on April 25, 2016.

All the major operating funds of the City are balanced although the Recreation Fund and Neighborhood Services Fund will receive operating subsidies from the General Fund for the 2023-24 fiscal year. It should be noted that no future deficits are currently indicated over the four future years of budget projections.

The proposed 2023-24 City budget includes capital expenditures of \$1,530,700 in the General Fund, \$800,050 in the Water & Sewer Capital Improvement related funds primarily for utility replacements, \$305,000 for road reconstruction improvements out of the 2020 GO Bond Construction Fund, \$40,000 from the Waste and Recycling Fund, \$5,370 from Police Forfeiture Funds and \$453,315 of acquisitions and replacements in the Equipment Fund.

The proposed General Fund budget for the new fiscal year is \$11,556,770, an increase of \$395,586 over the prior year. This is due to an increase in capital expenditures and includes a fund balance appropriation of \$855,476.

It should be noted that cities are still in the process of implanting the new uniform charts of accounts, however the budget reflects that update. This process has been delayed twice by the Michigan Department of Treasury. The Budget Stabilization Fund and Cemetery Trust Fund have been renumbered in the 100-fund sequence due to their link with General Fund operations. Most of the special revenue funds numbered in the 200 sequence have retained the same numbers and none of the debt fund

THE CITY OF HOMES

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facebook.com/CityofPlymouthMI

numbers in the 300 sequence have changed at all. The Brownfield Redevelopment Authority Fund and the Brownfield Site Remediation Fund have also been renumbered. The state-mandated changes also include some departmental category numbers and many actual account numbers for both revenues and expenditures. The finance staff will be working with BS&A, our accounting programmers, this year to finalize the conversions.

Adoption of the budget as proposed will address funding issues for the next year and four additional projected years based on facts known presently. However, the unpredictability of revenue sources more than two years into the future and the uncertainty of legacy costs in the next few years means that future projections must be viewed cautiously.

Attached is the budget adoption resolution for the 2023-24 City budget and the notice which appeared in the paper on May 10, 2023. It is recommended that the City Commission pass the attached **Resolution of Adoption** for the 2023-24 City Budget and associated millage rates for the fiscal year beginning July 1, 2023.

Requested Action: Approve 2023-24 Budget Resolution

Attachment(s): Budget Resolution

RESOLUTION

2023-2024 CITY BUDGET HEARING

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

WHEREAS, the 2023-2024 City Budget was presented to the City Commission by the City Manager on April 3, 2023, and was reviewed by the City Commission with the Administration during a budget study session held on April 6, 2023; and

WHEREAS, various modifications have been made to the proposed budget based on a review of projected revenues and expenditures and the City's priorities for various programs and projects; and

WHEREAS, a public hearing was held on June 5, 2023, as required by the City Charter and Act 43 P.A. 1963, as amended; and

WHEREAS, the maximum operating tax levies for general purposed and refuse removal have been amended as required by Section 211.34 of the General Property Tax Law; and

WHEREAS, the City Commission acted on a 5 – 2 vote at the City Budget session held on April 25, 2016 to authorize the levy of a property tax administration fee of 1% on all property taxes for the July 1 and December 1 tax levies as authorized under Section 211.44(3) of the General Property Tax Law;

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Plymouth does hereby set the City's 2023 millage levy as follows:

General Fund Operating: 10.3410
2012/2020 GO & Refunding Bond Debt: 2.7300
Solid Waste & Recycling Operating: 1.8200

GRAND TOTAL LEVY 14.8910

BE IT FURTHER RESOLVED, that the 2023-24 City Budget is hereby adopted by the City Commission as presented at the June 5, 2023 Regular City Commission meeting as follows:

| Revenues | | Expenditures | |
|----------------------|--------------|----------------------|--------------|
| GENERAL FUND | | | |
| Property taxes | \$ 7,007,370 | Administration | \$ 2,370,179 |
| Licenses & Permits | 3,700 | Buildings & Grounds | 236,460 |
| Federal Grants | 550,982 | Police Department | 4,566,813 |
| State-shared Revenue | 1,322,322 | Fire Department | 1,160,515 |
| Sales of Service | 933,680 | Public Works Dept | 884,170 |
| Cemetery Revenue | 157,500 | Recreation & Culture | 396,095 |
| Parking Revenue | 65,200 | Capital Outlay | 1,530,700 |

| | | | |
|----------------------|----------------------|--------------------------|----------------------|
| Other Revenue | 650,540 | Debt Service | 32,412 |
| Transfers-In | 865,476 | Transfers-Out | 379,426 |
| REVENUE TOTAL | \$ 11,556,770 | EXPENDITURE TOTAL | \$ 11,556,770 |

MAJOR STREET FUND

| | | | |
|----------------------|-------------------|--------------------------|-------------------|
| Gas & Weight Tax | \$ 790,140 | | |
| Contrib & Other | 17,734 | | |
| REVENUE TOTAL | \$ 807,874 | EXPENDITURE TOTAL | \$ 807,874 |

LOCAL STREET FUND

| | | | |
|----------------------|-------------------|--------------------------|-------------------|
| Gas & Weight Tax | \$ 263,380 | | |
| Contrib & Other | 419,113 | | |
| REVENUE TOTAL | \$ 682,493 | EXPENDITURE TOTAL | \$ 682,493 |

RECREATION FUND

| | | | |
|----------------------|---------------------|--------------------------|---------------------|
| Contrib. From G/F | \$ 298,661 | | |
| Prog. Fees & Other | 961,849 | | |
| REVENUE TOTAL | \$ 1,260,510 | EXPENDITURE TOTAL | \$ 1,260,510 |

WASTE & RECYCLING FUND

| | | | |
|--------------------------|---------------------|--------------------------|---------------------|
| Property Taxes | \$ 1,171,500 | | |
| Sales of Service & Other | 629,153 | | |
| REVENUE TOTAL | \$ 1,800,653 | EXPENDITURE TOTAL | \$ 1,800,653 |

OTHER CITY FUNDS

| | Revenues | Expenditures |
|--|-----------------|---------------------|
| Budget Stabilization Fund | \$ 50 | \$ 50 |
| Cemetery Trust Fund | \$ 25,000 | \$ 25,000 |
| Parking Fund | \$ 180,010 | \$ 180,010 |
| Brownfield Re-Development Authority Fund | \$ 572,650 | \$ 572,650 |
| DDA Operating Fund | \$ 1,633,150 | \$ 1,633,150 |
| Building Fund | \$ 691,675 | \$ 691,675 |
| Neighborhood Services Fund | \$ 89,050 | \$ 89,050 |
| Drug Law Enforcement Fund | \$ 1,310 | \$ 1,310 |
| OWI Forfeiture Fund | \$ 3,060 | \$ 3,060 |
| Omnibus Forfeiture Fund | \$ 1,000 | \$ 1,000 |
| 2012 GO Bond & 2002 Refunding Bond Debt Fund | \$ 1,088,201 | \$ 1,088,201 |
| 2015 LTGO Cap Imp Bond Debt Fund - DDA | \$ 220,510 | \$ 220,510 |
| 2015 LTGO Cap Imp Bond Debt Fund - W/S | \$ 223,390 | \$ 223,390 |
| 2020 GO Debt Fund | \$ 765,559 | \$ 765,559 |
| Public Improvement Fund | \$ 1,000,050 | \$ 1,000,050 |
| Recreation Capital Improvement Fund | \$ 274,000 | \$ 274,000 |

| | | | | |
|--|----|-----------|----|-----------|
| 2015 LTGO Cap Imp Bond Construction Fund - DDA | \$ | 1,200,000 | \$ | 1,200,000 |
| DDA Capital Improvement Fund | \$ | 300,050 | \$ | 300,050 |
| 2020 GO Bond Construction Fund | \$ | 305,000 | \$ | 305,000 |
| Water / Sewer Capital Improvement Fund | \$ | 800,050 | \$ | 800,050 |
| Water / Sewer Operating & Maintenance Fund | \$ | 5,382,260 | \$ | 5,382,260 |
| Brownfield Site Remediation Fund | \$ | 50 | \$ | 50 |
| Equipment Fund | \$ | 1,028,463 | \$ | 1,028,463 |

BE IT STILL FURTHER RESOLVED, that pursuant to State Law, the City Manager is hereby authorized to transfer up to ten percent (10%) of each appropriation to any other appropriation within each Fund, but not from Reserve Accounts not between Funds.



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 - Summer Concert Tour 2023 - 06-05-23.docx
Date: May 12, 2023
RE: City Commission Meetings in the Parks

Background

During the past 22 summers the City Commission held several regular meetings in the neighborhood parks, called the "Summer Concert Tour."

We are proposing to move the meetings for late June, July and August to our neighborhood parks. We will not be able to have Zoom or Facebook live broadcasts of the summer meetings, it is just really too difficult to properly provide sound and a decent video in a remote setting without incurring significant costs.

In the event of bad weather, we would move the meeting back to City Hall.

RECOMMENDATION:

The City Administration recommends that the City Commission establish a Limited Engagement Summer Concert Tour or meeting in the neighborhood parks:

| | |
|-------------------------|--|
| Tuesday, June 20, 2023 | Lions Park – Burroughs & Harding |
| Monday, July 3, 2023 | Hough Park – Maple & Evergreen |
| Monday, July 17, 2023 | Rotary Park – Herald & Wing Streets |
| Monday, August 7, 2023 | K of C/Firehouse Playground – Spring & N. Holbrook |
| Monday, August 21, 2023 | Kiwanis Park – Auburn & Junction |

RESOLUTION

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

WHEREAS The City Commission has indicated a desire to move the summer City Commission meetings from City Hall to the neighborhood parks; and

WHEREAS This moving of the summer meetings has been called the "Summer Concert Tour" of the City Commission; and

WHEREAS The Commission found this program to be successful during the summers each year since 2001.

NOW THEREFORE BE IT RESOLVED THAT The City Commission of the City of Plymouth does hereby schedule the following meetings at 7:00 p.m. at various neighborhood parks the City Commission "Summer Concert Tour."

| | |
|-------------------------|--|
| Tuesday, June 20, 2023 | Lions Park – Burroughs & Harding |
| Monday, July 3, 2023 | Hough Park – Maple & Evergreen |
| Monday, July 17, 2023 | Rotary Park – Herald & Wing Streets |
| Monday, August 7, 2023 | K of C/Firehouse Playground – Spring & N. Holbrook |
| Monday, August 21, 2023 | Kiwanis Park – Auburn & Junction |

The significant rain location for these meeting will be Plymouth City Hall, 201 S. Main, Plymouth.

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth hereby directs the City Clerk to post a notice of the changed meeting locations as appropriate and as quickly as possible.



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 - Penniman Retaining Wall 06-05-23.docx*
Date: June 1, 2023
RE: Penniman Retaining Wall Infrastructure Improvement

Background

The City Commission is aware that they selected the Penniman Retaining Wall between Church St. and Harvey as part of last year's infrastructure improvement projects. The Department of Municipal Services has spent a considerable amount of time meeting with the residents, preparing various options and renderings, answering questions, holding individual appointments, group "town-hall" style sessions over the last year. These conversations, while time consuming, have helped to develop a program that the residents and the city can be proud of the efforts between the parties and will greatly improve the wall.

The project scope includes the removal of the existing block retaining wall, replacing approximately 1,620 face feet of High Grand Ledge Wall. This is approximately four times the length on Ann Arbor Trail. We will also need to remove a couple existing trees; although special care will be taken to save all existing trees. We will replace the trees as well as add additional plants in this area. Special to this project are the steps that lead from the sidewalk on Penniman to the street below. These will be included for the residents that want to have them and handrails will be installed from a safety perspective.

The project costs are the worst-case scenario as we do not anticipate a need for a construction inspector for all 30 days. In addition, the Department of Municipal Services will be providing barricading and other project supervision and services. The project is expected to start in about a month and a half following approval. It is anticipated to take approximately four to six weeks to complete.

Funding for this project is from the 2023 Infrastructure Program, although it was originally part of the 2022 program and it does not affect the General Fund. We have attached a letter from the City Engineer, as well as drawings as to what the new layout will look like when completed.

Recommendation

The City Administration recommends that the City Commission authorize the proposed improvements to what is commonly known as the Penniman retaining wall, located between Church St. and Harvey. While originally authorized in the 2022 fiscal year, the project is funded as a part of the 2023 Infrastructure Improvement Program and does not affect the General Fund. The total authorization is up to \$358,171.00, in accordance with the City Engineer's letter of May 31, 2023.

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



Wade Trim Associates, Inc.
25251 Northline Road • Taylor, MI 48180
734.947.9700 • www.wadetrim.com

June 1, 2023

City of Plymouth
201 South Main Street
Plymouth, MI 48170

Attention: Chris Porman
Director of Municipal Services

Re: City of Plymouth
2022 Infrastructure Improvement Program (continued in 2023)
Proposed Construction Phase Recommendation for Penniman Retaining Wall Replacement

Dear Chris Porman:

On January 18, 2022, the City Commission authorized Wade Trim and the City staff to begin work on the preliminary design phase of the 2022 Infrastructure Improvement Program. One of the projects authorized by the City Commission is the replacement of the existing retaining wall on Penniman between Harvey and Church. Over the past 16 months, we have worked closely with the City and Old Village Landscaping to evaluate various options for the wall replacement. In partnership with the City DMS Team, we have met with the residents that live adjacent to and across from the existing retaining wall. To help illustrate the proposed improvements, Wade Trim prepared several renderings to help show the proposed retaining wall, the proposed landscaping, and the impacts to the adjacent properties. More recently, the City's DMS Team has led the discussions with the residents. Our primary role more recently was to provide additional renderings showing the railings and plantings and to help obtain a quote from Old Village Landscaping for the selected alternatives.

This letter provides a description of the proposed retaining wall improvements, a summary of anticipated construction and contingency costs, and provides a recommendation to the City Commission to initiate the construction phase activity to replace the retaining wall.

Proposed Retaining Wall Replacement

The existing segmented block retaining wall will be removed and replaced by Old Village landscaping with approximately 1,620 face feet (ff) of new High Format Grand Ledge Wall. The new wall will have real stone textures and is created with wet cast concrete. Our research indicates that it is very salt resistant and should last for several decades. The residents on Penniman have selected the slate grey color shown in the rendering that is included as an attachment to this letter. Old Village's design calls for two to five rows of the 12-inch-tall blocks, which range in length from three to six feet long, to provide some variation along the length of the wall. The design also calls for the installation of new stairways with black wrought iron handrails, many blooming weigela plants, and several new trees to help replace those that need to be removed to complete the wall installation. The city will use best efforts to save the existing trees, however the homeowners understand that some trees may be impacted. The homeowners will be involved in the selection of any replacement tree types pending availability and subject to being on the City's approved tree list. The weigela plantings will serve as a visual and physical barrier along the edge of the new wall.

The existing sidewalk will remain in place and the area between the existing sidewalk and the new top of wall will be restored with the proposed plantings and woodchips to deter people from walking in this area. Areas that are not as steep will be restored with new sod. Sprinkler system repairs will

be completed and are part of the landscaping allowance that is included in Old Village Landscaping's bid proposal.

The City of Plymouth will be assisting with barricades and construction signage for this project. The city may also self-perform the tree removal portion of the work to save a few dollars. This will be coordinated as the project progresses.

Anticipated Project Schedule

Once the City approves the project, Old Village will confirm their order of the new Grand Ledge Wall and the other materials. Old Village has been working closely with Christiansen's Plant Center for the procurement of the Grand Ledge Wall material, and as of the date of this letter, there is plenty of this material available for use. The availability of the remaining materials will more definitively define the schedule. Work is anticipated to be completed in a manner that will not impact the various summer festivals. Old Village anticipates approximately four to six weeks to complete the work.

Proposed Penniman Wall Construction Program Summary

The direct bid received from Old Village Landscaping is included as an attachment to this letter. Their bid summary provides additional details and a breakdown of their anticipated cost for each major category of work.

With the above information in mind, we have prepared an anticipated preliminary project cost estimate using the direct bid received from Old Village Landscaping, along with anticipated construction phase allowances and contingencies to present the total anticipated construction phase cost:

| | |
|--|----------------------------|
| Old Village Construction Bid..... | <u>\$313,171.00</u> |
| Construction Bid Received | <u>\$313,171.00</u> |
| Allowance for Const. Administration | \$6,000.00 |
| Allowance for Const. Inspection (30 days at \$800/day) | \$24,000.00 |
| Allowance for QA/QC and Materials Testing (+/- 1.5%) | <u>\$5,000.00</u> |
| Engineering Allowance | <u>\$35,000.00</u> |
| Recommended Construction Contingency | <u>\$10,000.00</u> |
| Proposed Construction Phase – Total | <u>\$358,171.00</u> |

Recommendation

Based on the above information, we recommend the City award the Penniman retaining wall replacement project to Old Village Landscaping for a total contract value of **\$313,171**. In addition, we recommend the city approve the total estimated construction phase cost of **\$358,171**, including allowances for construction engineering, inspection, and a construction contingency for the Penniman retaining wall replacement.

Wade Trim Construction Phase Services (if needed)

Wade Trim is available to continue to assist the City DMS team on this project during the construction phase, on an as-needed basis. If necessary, we can provide contract administration, construction engineering, staking and layout (as required), and quality control and materials testing (using SME as our subconsultant) during the construction phase of the project, if requested by the City. We have included project allowances for any services should they be needed. We understand that the city will likely perform most of the day-to-day inspection of this work with their own team. The allowances are included here in case assistance from Wade Trim is requested.

As always, our team's effort will be billed monthly in accordance with the hours worked and our

current 2023 Rate Schedule. If extra work is required beyond the scope of this proposal, we will notify the Director of Municipal Services and City Manager immediately and provide an estimate for any additional work at that time.

We hope this letter is helpful to the City Administration and City Commission. If anyone has any questions in advance of the meeting, please do not hesitate to call me on my cell at 313.363.1434 at any time. I would be happy to discuss any portion of this letter.

We appreciate the opportunity to help the city with the 2022 Infrastructure Improvement Program and look forward to working with your team again, as requested, during the construction phase of the retaining wall replacement project.

Very truly yours,

Wade Trim Associates, Inc.



Shawn W. Keough, PE
Senior Vice President

SWK:at

PLY 2127-01T

Penniman Retaining Wall LTR OF RECOMMENDATION

Enclosure (Old Village Bid Forms dated May 31, 2023, and project renderings/pictures)

cc: Adam Gerlach, Assistant Director of Public Utilities, City of Plymouth
John Scanlon, Finance Director, City of Plymouth
Paul Sincock, City Manager, City of Plymouth



ESTIMATE

The Old Village Landscaper, Inc.

890 York St.
 Plymouth, MI 48170
 Phone: (734) 453-4607 Fax: (734) 453-6146
 ovlandscaper@sbcglobal.net

ESTIMATE NO: 3259 (3258,3249 revised)
 DATE: May 31, 2023

TO: City of Plymouth
 201 S Main Street
 Plymouth, MI 48170

JOB: Penniman

| QUANTITY | DESCRIPTION | UNIT PRICE | LINE TOTAL |
|----------|--|------------|------------|
| 90.00 | pallets High Format Grand Ledge wall Slate Grey (1620 ff) \$81.50 | | 132,030.00 |
| 7.00 | sets 34 - 48" x 21" High Format dimensional steps and side walls | | 53,000.00 |
| | Wall coping | | 21,812.00 |
| | Paver landings | | 3,500.00 |
| 460.00 | ft. drain tile with sock and 40 yds clean stone backfill | | 5,000.00 |
| | Replace boulder section with Grand Ledge wall Slate Grey (23 ff) | | 5,329.00 |
| | Tree removal | | 6,900.00 |
| | Removal of wall, steps, soil, tree stumps and roots | | 55,000.00 |
| 14.00 | Black powder coat paint Detroit Wrought Iron handrails with posts installed | 900.00 | 12,600.00 |
| | | | - |
| | | | - |
| | * Restoration estimate | | - |
| | Repair irrigation, trees - minimum 2 1/2 " diameter (variety tbd), new sod, plants (weigela) and mulch | | 18,000.00 |
| | | | - |
| | | | - |

| | |
|--------------|------------|
| SUBTOTAL | 313,171.00 |
| LESS DEPOSIT | |
| TOTAL \$ | 313,171.00 |

THANK YOU FOR YOUR BUSINESS!





RESOLUTION

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

WHEREAS The City Commission originally authorized the 2022 Infrastructure Repair Program and this Includes the replacement of the retaining wall on Penniman between Church St. and Harvey, and

WHEREAS The City Department of Municipal Services has been working with the affected residents Near the existing wall and along with the City Engineer they have cooperatively created a Plan to make improvements to the street infrastructure to improve the structure and Aesthetics of the wall, and

WHEREAS The City Engineer has made a recommendation to make certain improvements and This information has been supplied to the residents.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the 2023 Infrastructure Improvement Program for what is commonly known as the Penniman retaining wall, between Church St. and Harvey in accordance with the City Engineer's letter of May 31, 2023. This program is authorized at an amount not to exceed \$358,171.00. Funding for this Improvement Program is authorized from the 2023 Infrastructure Improvement Programs and does not affect the General Fund.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Authorization for Design Services to Convert Bump Outs - 06-05-23.docx
Date: May 11, 2022
RE: Authorization for Design Services to Convert Bump Outs

Background

At the May 15, 2023, City Commission Meeting, the City Commission authorized and directed city administration to seek a proposal from the City Engineer for design phase services for the conversion of two bump outs in downtown into parking spots. The two bump outs are located on Forest Ave and Penniman Ave, respectively.

The City Engineer has provided a proposal for design services in the amount not to exceed \$14,000. Included in the proposal would be the usual project management, design concepts (which would include parallel and angled parking options), and the preparation of the bidding phase, as well as the contract administration if/when the project was awarded. It should be noted that topographic survey work has already been completed from previous projects and would be used again.

Work on the removal of the existing patios would not begin until after the current patio season. As stated in the Engineer's proposal, the goal of the construction would be to have the roadway available for on street parking during the winter of 2023/24.

Recommendation

Should the City Commission wish to move forward with the conversion of the existing bump outs into on street parking spots in downtown, the City Commission would need to authorize the City Engineer to begin the design phase. The City Engineer has provided a proposal for design services in an amount not to exceed \$14,000, which includes bidding services for the project. If the City Commission moves forward with the design phase authorization, the City Commission would still need to approve and award the bid at a future meeting before the commencement of any construction type work.

We have prepared a proposed resolution for the City Commission to consider authorizing the City Engineer to proceed with design services for conversion of two bump outs to on-street parking.



Wade Trim Associates, Inc.
25251 Northline Road • Taylor, MI 48180
734.947.9700 • www.wadetrim.com

May 30, 2023

City of Plymouth
201 South Main Street
Plymouth, MI 48170

Attention: Mr. Chris Porman, Assistant City Manager/Director of Municipal Services

Re: Proposal for Conversion of Two Bump Outs to On-Street Parking

Dear Mr. Porman:

Thank you for the opportunity to provide this proposal for preliminary design services associated with the removal of two bump out areas in the City of Plymouth. We have prepared a brief description of the existing conditions at the project site, our proposed Scope of Services, Schedule, and Fee.

Existing Project Site Conditions

The City Commission has requested a proposal for design services associated with the conversion of two bump outs to on street public parking. The first bump out on Forest Street is in front of the Barrio Restaurant. The removal of the Forest Street bump out would be converted into several new public angled parking spaces. The second bump out on Penniman is in front of the Penn Grill. The removal of the Penniman bump out would be converted into two new parallel parking spaces.

Scope of Services

The design scope for this project entails the following key steps:

1. Project Management and Project Meetings
2. Topographic Survey (previously obtained)
3. Preparation of Draft Removal and Replacement Plans
4. Review of Draft Plans with City Team
5. Cost Estimating & QA/QC
6. Final Design
7. Bid Phase Services

For the purposes of this proposal, we have prepared a more detailed description of each anticipated work task.

Project Management and Project Meetings

This task represents our project communication effort both internally and with the City administration. We anticipate regular communication and a couple of meetings throughout the project to discuss details, review the schedule and review draft plans and estimates.

Topographic Survey Collection

Wade Trim previously obtained the topographic survey data in both project areas. The previously collected data will be used again as the basis for our removal and replacement plans.

Preparation of Draft Removal and Replacement Plans

Wade Trim will prepare a draft set of plans showing the removal of both bump out areas. The removal plan will show the removal of all features within the existing bump out areas, including trees, concrete planter boxes, signs, brick pavers, curb, and concrete. Re-useable items such as garbage cans, benches

and/or existing brick pavers will be identified as “to be removed & salvaged”, whenever possible based on the condition of the items at the time of removal. We do not anticipate any light pole replacement or relocation at this time. The draft replacement plan will illustrate the proposed new curb and asphalt work, will also include a proposed detail for the new straight curb in both areas as well as cross sections for the proposed asphalt pavement replacement. We will identify areas where brick paver work and sidewalk replacement may be necessary to match the existing streetscape. A draft pavement striping plan will be prepared to maximize the number of parking spaces in each area.

Cost Estimates & QA/QC

We will prepare a preliminary construction cost estimate, discuss any constructability issues and get a quality control review of the proposed project.

Final Design

We will incorporate any comments received from the City into the final design plans. The final design plans will include a cover sheet, note sheet, existing conditions plan, removal plan, soil erosion and sedimentation control plan, proposed pavement cross-sections, a final layout and dimension plan for the new street area including details as necessary for the proposed new curb and asphalt work and a striping plan. No formal landscaping is anticipated, although the work is anticipated to include some minor sidewalk and brick paver replacement to tie into the existing pedestrian areas of the right-of-way.

Bid Phase Services

Bid phase assistance will be provided and additional effort will be required to finalize the bid documents and assist the City in issuing the project for bid and receiving bids. A similar letter of recommendation will be provided that summarizes the bid process and our recommendation for award.

Tentative Project Schedule

We are prepared to begin work immediately following your authorization to proceed. We anticipate that it will take approximately two weeks to prepare a draft set of plans to review with your team. The draft set of plans will include a removal plan, a proposed pavement/curb replacement plan and a proposed striping plan to illustrate the new parking spaces. All City comments on the three plans will be incorporated into the draft set of plans. We envision a 30 to 40 day process to prepare the draft plans and project cost estimates if the City wishes to directly award the project. We will require additional time to prepare the bid documents as well as allow for a bid period. Typically, a public infrastructure bid period would be approximately 30 to 35 days (i.e. 4 to 5 weeks). The goal would be to start construction on the removal of the bump outs immediately in the late fall after the outdoor dining season is over so that roadway would be available for public on street parking during the winter of 2023/2024.

Design Services Fee

We propose to complete the preliminary design services, as outlined in this proposal, on an hourly basis for a Not to Exceed Fee, for the estimate amount of **\$14,000**.

| | |
|--|--------------------|
| Project Management & Project Meetings | \$ 500.00 |
| Topographic Survey Collection | \$ 0.00 |
| Preparation of Draft Removal & Replacement Plans | \$ 6,500.00 |
| Coordination with Contractors, Cost Est & QA/QC | \$ 1,000.00 |
| Final Design & Recommendation | \$ 2,500.00 |
| Bid Phase Assistance | \$ 3,500.00 |
| Total Design Services Fee Estimate | \$14,000.00 |

As always, we will invoice monthly for effort completed during the period. All effort will be invoiced in accordance with our current Rate Schedule. If additional services are required, we will notify the City Manager immediately to discuss the potential additional work.

We appreciate the opportunity to provide this proposal for you to review. Please feel free to contact me directly at 313.363.1434 at any time.

Very truly yours,

Wade Trim Associates, Inc.

A handwritten signature in blue ink that reads "Shawn W. Keough". The signature is fluid and cursive, with the first name being the most prominent.

Shawn W. Keough, PE
Senior Vice President

SWK;jlb

PLY 1010-23T

20230530_bump out removal_Porman-LTR.DOCX

cc: Mr. Paul Sincock, City Manager, City of Plymouth
Mr. Adam Gerlach, Assistant Director of Utilities, City of Plymouth

RESOLUTION

The following Resolution was offered by _____ and seconded by _____

WHEREAS The City of Plymouth operates and maintains a public roadway system and municipal Parking system, and

WHEREAS The current design of the streets and parking system in the City's downtown area has two Locations where a what is commonly called a bump out, that is public space located on The street system, and

WHEREAS There are two locations of where bump outs are currently located, one at an area on Penniman, at the Penn Grill and on Forest Ave. at Barrio, and

WHEREAS The City Commission authorized the city administration to seek a proposal for design services from the City Engineer; and

WHEREAS The City Engineer has provided a design proposal in the amount not to exceed \$14,000.00

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the proposal for design services for the conversion of two bump outs in the City's downtown area in an amount not to exceed \$14,000.00 which includes the scope of work as outlined in the proposal.



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 for Design Services - Additional Parking Spaces on Church Street - 06-05-23.docx
Date: May 30, 2023
RE: Additional Parking Spaces on Church Street – Authorization for Design Services

Background

At the May 15, 2023, City Commission meeting, the City Commission authorized the city administration to obtain a design proposal from the City Engineer for additional parking spaces on Church St. The area to be designed for parking would be on eastbound Church St. from the church property toward the intersection of Church and Main St. That parcel is owned by the city and is approximately 45' wide x 200' deep.

The City Engineer has provided a proposal for design services in the amount not to exceed \$15,000. Included in the proposal would be the usual project management, topographic survey, design concepts (which would include parallel and angled parking options), and the preparation of the bidding phase, as well as the contract administration if/when the project was awarded.

The DDA Board recently reviewed this concept as a part of their strategic plan for maximizing the number of parking spaces under their improved parking goal. The DDA Board recommended that the City Commission begin a due diligence process for additional parking of on-street diagonal parking spaces on Church Street. This Resolution of the Board passed unanimously.

Recommendation

Should the City Commission wish to move forward with the creation of parking spots along Church St. from the church property to the intersection of Church and Main St., the City Commission would need to authorize the City Engineer to begin the design phase. The City Engineer has provided a proposal for design services in an amount not to exceed \$15,000, which includes bidding services for the project. If the City Commission moves forward with the design phase authorization, the City Commission would still need to approve and award the bid at a future meeting before any construction would commence.

We have prepared a proposed Resolution for the City Commission to consider authorizing the City Engineer to proceed with design services for additional parking on Church Street.



Wade Trim Associates, Inc.
25251 Northline Road • Taylor, MI 48180
734.947.9700 • www.wadetrim.com

May 30, 2023

City of Plymouth
201 South Main Street
Plymouth, MI 48170

Attention: Mr. Chris Porman, Assistant City Manager/Director of Municipal Services

Re: Proposal for Design Services for Additional Parking Spaces on Church Street

Dear Mr. Porman:

Thank you for the opportunity to provide this proposal for preliminary design services associated with the addition of new parking spaces on east bound Church Street between the Church and the intersection of Church & Main Street in the City of Plymouth. We have prepared a brief description of our proposed Scope of Services, Schedule, and Fee.

Existing Project Site Conditions

The City Commission and DDA desire to increase the number of parking spaces within the downtown area. The City of Plymouth currently owns parcel #006-02-0192-001 (120 S. Main Street). This parcel is directly adjacent and south of the Church Street right-of-way. Per the City tax parcel viewer, the parcel is 44.17 feet wide by 196 feet deep. The City & DDA desire to explore the addition of new parking on eastbound Church Street utilizing a portion of this property for either angled or parallel parking spaces.

Scope of Services

The design scope for this project entails the following key steps:

1. Project Management and Project Meetings
2. Topographic Survey Collection
3. Preparation of Parking Space Concepts
4. Review of Draft Plans with City Team
5. Cost Estimating & QA/QC
6. Final Design
7. Bid Phase Services

For the purposes of this proposal, we have prepared a more detailed description of each anticipated work task.

Project Management and Project Meetings

This task represents our project communication effort both internally and with the City administration. We anticipate regular communication and a couple of meetings throughout the project to discuss details, review the schedule and review draft plans and estimates.

Topographic Survey Collection

Wade Trim will collect topographic survey information along the south side of Church Street and on the 120 S. Main Street parcel. The survey data and contour information will be used to create a base map for the development of two concept plans for additional parking along Church Street.

Preparation of Parking Space Concepts/Review

Wade Trim will prepare two concept plans for potential new parking along the south side of Church Street. The first concept plan will illustrate how parallel parking might work along this area. The second concept plan will illustrate angled parking. Both parking concepts will require the relocation of a portion of the existing sidewalk in order to accommodate the new parking spaces. We will meet with the City team to discuss the pros and cons of both alternatives. Once a preferred alternative is selected, we will prepare a removal plan to show the removal of existing curb, sidewalk, signs and trees. We do not anticipate any light pole replacement or relocation. The draft replacement plan will illustrate the proposed new curb and asphalt work to achieve the desired parking configuration and will also include a proposed detail for the new curb and gutter as well as a cross sections for the proposed asphalt pavement replacement and sidewalk relocation. A draft pavement striping plan will be prepared to maximize the number of parking spaces associated with the preferred configuration.

Cost Estimates & QA/QC

We will put together a preliminary construction cost estimate, discuss any constructability issues and get a quality control review of the proposed project.

Final Design

We will incorporate any comments received from the City into the final design plans. The final design plans will include a cover sheet, note sheet, existing conditions plan, removal plan, soil erosion and sedimentation control plan, proposed pavement cross-sections, a final layout and dimension plan for the new parking area including details as necessary for the proposed new curb & gutter and asphalt work. A final pavement striping plan will be provided. No formal landscaping is anticipated, although we may be able to save and replant some of the younger existing trees as part of the project. No storm sewer design is anticipated as part of the project at this time.

Bidding Phase Services

Bid phase assistance will be provided and additional effort will be required to finalize the bid documents and assist the City in issuing the project for bid and receiving bids. A similar letter of recommendation will be provided that summarizes the bid process and our recommendation for award.

Tentative Project Schedule

We are prepared to begin work immediately following your authorization to proceed. We anticipate that it will take approximately two weeks to prepare the two sets of concept striping plans for Church Street west of Main Street. We anticipate two to three additional weeks to finalize the design of the preferred configuration. We will require additional time to prepare the bid documents as well as allow for a bid period. Typically, a public infrastructure bid period would be approximately 30 to 35 days (i.e. 4 to 5 weeks).

Design Services Fee

We propose to complete the preliminary design services, as outlined in this proposal, on an hourly basis for a Not to Exceed Fee, for the estimate amount of **\$15,000**.

| | |
|---|--------------------|
| Project Management & Project Meetings | \$ 500.00 |
| Topographic Survey Collection | \$ 2,000.00 |
| Preparation of Parking Space Concepts | \$ 5,500.00 |
| Coordination with Contractors, Cost Est & QA/QC | \$ 1,000.00 |
| Final Design & Recommendation | \$ 2,500.00 |
| <u>Bidding Phase Services</u> | <u>\$ 3,500.00</u> |

Total Design Services Fee Estimate

\$15,000.00

As always, we will invoice monthly for effort completed during the period. All effort will be invoiced in accordance with our current Rate Schedule. If additional services are required, we will notify the City Manager immediately to discuss the potential additional work.

We appreciate the opportunity to provide this proposal for you to review. Please feel free to contact me directly at 313.363.1434 at any time.

Very truly yours,

Wade Trim Associates, Inc.



Shawn W. Keough, PE
Senior Vice President

SWK;jlb
PLY 1010-23T
20230530_Church Street Parking Concepts_Porman-LTR.DOCX

cc: Mr. Paul Sincock, City Manager, City of Plymouth
Mr. Adam Gerlach, Assistant Director of Utilities, City of Plymouth

RESOLUTION

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

WHEREAS The City operates a public parking system for the public welfare; and

WHEREAS The City's Downtown Development Authority has recommended to the City Commission that they look at possibly adding additional parking on Eastbound Church Street between the Church property to west of Main Street; and

WHEREAS The City Commission authorized the city administration to seek a proposal for design services from the City Engineer; and

WHEREAS The City Engineer has provided a design proposal in the amount not to exceed \$15,000.00

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the proposal for design services for additional parking spaces on Church St. in an amount not to exceed \$15,000.00 which includes the scope of work as outlined in the proposal.



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 - Cemetery Rate & Rules Review FY 2023 - 24 06-05-23.docx
Date: May 31, 2023
RE: Cemetery Rates & Rules Review FY 2023 - 24

Background

Each year the Cemetery Board holds a meeting to review a number of rules and regulations as well as pricing information for services at Riverside Cemetery.

This year the Cemetery Board of Trustees met in May. The Board reviewed the material from City Administration related to pricing of cemetery services, as well as the rules and regulations. Based on the review, the Board has recommended to the City Commission that there should be no increase in fees at this time. The Board adopted a formal Resolution with these recommendations, and they requested that the City Commission confirm this recommendation.

We have attached additional background material for your reference.

Recommendation

The City Administration recommends that the City Commission accept the recommendation from the City Cemetery Board of Trustees of no increase to the rates for services and to make minor adjustments in the cemetery rules. We have prepared a proposed Resolution for the City Commission to consider regarding this matter.

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

ADMINISTRATIVE RECOMMENDATION

To: City Commission
From: Municipal Services Administration
Date: May 31, 2023
Re: Riverside Cemetery Rates and Rules

BACKGROUND:

The City of Plymouth Department of Municipal Services performs an annual review of all fees related to the operation of Riverside Cemetery. The Administration received rates from several publicly owned and operated cemeteries within the State of Michigan to compare to Riverside Cemetery. This information assures that the current rates are in-line with other cemeteries and make any necessary adjustments.

For the 2023 to 2024 fiscal year no changes are proposed for graves, opening and closings, and foundations. As you are aware, cemetery pricing for niches and crypts increased in 2021, and pricing for graves and opening and closing costs increased in 2022. A copy of the rates is included.

Additionally, the City of Plymouth Department of Municipal Services performed an annual review of the Riverside Cemetery Rules. The changes proposed are minor administrative updates. A copy of the rules is included with the changes tracked.

RECOMMENDATION:

The DMS Administration recommends that the City Commission approve the proposed Riverside Cemetery 2023 rates.

The DMS Administration recommends that the City Commission approve the proposed Riverside Cemetery Rules.

Should you have any questions, please contact Adam Gerlach or Greta Bolhuis directly.

RESOLUTION

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

- WHEREAS The City of Plymouth owns and operates a public cemetery named Riverside Cemetery; and
- WHEREAS The Department of Municipal Services administration performed an annual review of the rate structure and the rules; and
- WHEREAS The annual review confirms that the rates for Riverside Cemetery are in-line with other publicly owned and operated cemeteries; and
- WHEREAS The annual review confirms that the rates for Riverside Cemetery cover the cost of operation; and
- WHEREAS The proposed rule changes ensure the Riverside Rules match the Cemetery Ordinance; and
- WHEREAS The Cemetery Board approved the proposed rate structure and rules.

NOW THEREFORE BE IT RESOLVED THAT the City Commission approves the adoption of the proposed City of Plymouth Riverside Cemetery Rate Structure 2023.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the City Commission approves the adoption of the Riverside Cemetery Rules.

**Riverside Cemetery
Rates and Fees**

Purchase - Graves

A **resident** is any property tax paying person residing within the corporate limits of the City of Plymouth.

A **non-resident** is any person living outside the corporate limits of the City of Plymouth and/or a person residing within the corporate limits of the City of Plymouth, but who does not pay property taxes.

| GRAVE TYPE/LOCATION | Resident | Non-Resident |
|-----------------------------------|-----------------|---------------------|
| Single Grave (Block K or O) | \$1,000.00 | \$1,900.00 |
| Single Grave (Other Blocks) | \$1,200.00 | \$2,100.00 |
| Two Plot Graves (Block M) | \$2,000.00 | \$3,800.00 |
| Family Plot - 6 Graves (Block L) | \$6,000.00 | \$11,400.00 |
| Family Plot - 10 Graves (Block L) | \$10,000.00 | \$19,000.00 |
| Infant Grave (Block G) | \$200.00 | \$300.00 |

Grave buy backs are at the discretion of the City Sexton. One single adult grave may be sold back to the city at \$500.00.

**Riverside Cemetery
Rates and Fees**

Opening and Closing Costs - Graves

The cost to open and close a grave is due upon burial and cannot be pre-paid. Opening and closing costs depend on the day and time of interment. Overtime rates apply to interments scheduled after 2:00 PM Monday through Friday, Saturdays, Sunday, and holidays.

A winter surcharge fee will apply to all burials scheduled between November 15 and April 14.

| CREMATED REMAINS BURIAL | Resident | Non-Resident |
|----------------------------------|-----------------|---------------------|
| Cremains (Monday through Friday) | \$400.00 | \$550.00 |
| Cremains (Saturday & OT) | \$500.00 | \$650.00 |
| Cremains (Sunday and Holiday) | \$550.00 | \$700.00 |
| Cremains (Winter surcharge) | \$100.00 | \$200.00 |

| ADULT FULL BODY BURIAL | Resident | Non-Resident |
|---|-----------------|---------------------|
| Adult Full Body (Monday through Friday) | \$1,000.00 | \$1,600.00 |
| Adult Full Body (Saturday & OT) | \$1,200.00 | \$1,800.00 |
| Adult Full Body (Sunday and Holiday) | \$1,400.00 | \$2,000.00 |
| Adult Full Body (Winter surcharge) | \$300.00 | \$400.00 |

Adult full body accommodates a burial box of 4-feet or greater in length.

| CHILD FULL BODY BURIAL | Resident | Non-Resident |
|--------------------------------------|-----------------|---------------------|
| Child Full Body | \$250.00 | \$350.00 |
| Child Full Body (Saturday & OT) | \$325.00 | \$425.00 |
| Child Full Body (Sunday and Holiday) | \$400.00 | \$500.00 |
| Child Full Body (Winter surcharge) | \$100.00 | \$150.00 |

Child full body accommodates a burial box between 3-feet and 4-feet in length.

| INFANT FULL BODY BURIAL | Resident | Non-Resident |
|---------------------------------------|-----------------|---------------------|
| Infant Full Body | \$100.00 | \$150.00 |
| Infant Full Body (Saturday & OT) | \$175.00 | \$225.00 |
| Infant Full Body (Sunday and Holiday) | \$250.00 | \$300.00 |
| Infant Full Body (Winter surcharge) | \$50.00 | \$100.00 |

Infant full body accommodates a burial box of up to 3-feet in length.

| FULL BODY DISINTERMENT | Resident | Non-Resident |
|-------------------------------|-----------------|---------------------|
| Disinterment (4-hour minimum) | \$4,500.00 | \$5,000.00 |

**Riverside Cemetery
Rates and Fees**

Purchase – Niches and Crypts

A **resident** is any property tax paying person residing within the corporate limits of the City of Plymouth.

A **non-resident** is any person living outside the corporate limits of the City of Plymouth and/or a person residing within the corporate limits of the City of Plymouth, but who does not pay property taxes.

| CREMATED REMAINS ENTOMBMENT | Resident | Non-Resident |
|------------------------------------|-----------------|---------------------|
| Niche (Lower Two Rows) | \$1,050.00 | \$1,100.00 |
| Niche (Middle Two Rows) | \$1,450.00 | \$1,500.00 |
| Niche (Upper Two Rows) | \$1,250.00 | \$1,300.00 |

| FULL BODY ENTOMBMENT | Resident | Non-Resident |
|--|-----------------|---------------------|
| Single Crypt (Lower Level – At Grade One Row) NOT FOR SALE | \$3,450.00 | \$3,550.00 |
| Single Crypt (Eye Level – Two Rows) | \$3,850.00 | \$3,950.00 |
| Single Crypt (Upper Level – One Row) | \$3,650.00 | \$3,750.00 |

| TWO FULL BODY ENTOMBMENTS | Resident | Non-Resident |
|--|-----------------|---------------------|
| Double Crypt (Lower Level – At Grade One Row) NOT FOR SALE | \$5,750.00 | \$5,850.00 |
| Double Crypt (Eye Level – Two Rows) | \$6,550.00 | \$6,650.00 |
| Double Crypt (Upper Level – One Row) | \$6,150.00 | \$6,250.00 |

Niche and crypt buy backs are at the discretion of the City Sexton. One niche and single crypt may be sold back to the city at \$500.00. One double crypt may be sold back to the city at \$1,000.00.

**Riverside Cemetery
Rates and Fees**

Opening and Closing – Niches and Crypts*

The cost to open and close a niche or crypt is due upon entombment and cannot be pre-paid. Opening and closing costs depend on the day of entombment. Overtime rates apply to entombments scheduled after 2:00 PM Monday through Friday, Saturdays, Sunday, and holidays.

| FIRST NICHE ENTOMBMENT | Resident | Non-Resident |
|--|-----------------|---------------------|
| First niche entombment (Monday through Friday) | Included | Included |
| First niche entombment (Saturday and OT) | \$300.00 | \$400.00 |
| First niche entombment (Sunday and Holiday) | \$400.00 | \$600.00 |

| SECOND NICHE ENTOMBMENT | Resident | Non-Resident |
|---|-----------------|---------------------|
| Second niche entombment (Monday through Friday) | \$250.00 | \$350.00 |
| Second niche entombment (Saturday and OT) | \$300.00 | \$400.00 |
| Second niche entombment (Sunday and Holiday) | \$400.00 | \$600.00 |

| SINGLE CRYPT ENTOMBMENT | Resident | Non-Resident |
|---|-----------------|---------------------|
| Single crypt entombment (Monday through Friday) | Included | Included |
| Single crypt entombment (Saturday and OT) | \$400.00 | \$600.00 |
| Single crypt entombment (Sunday and Holiday) | \$700.00 | \$900.00 |

| FIRST DOUBLE CRYPT ENTOMBMENT | Resident | Non-Resident |
|---|-----------------|---------------------|
| Double crypt entombment (Monday through Friday) | Included | Included |
| Double crypt entombment (Saturday and OT) | \$400.00 | \$600.00 |
| Double crypt entombment (Sunday and Holiday) | \$700.00 | \$900.00 |

| SECOND DOUBLE CRYPT ENTOMBMENT | Resident | Non-Resident |
|--|-----------------|---------------------|
| Second double crypt entombment (Monday through Friday) | Included | Included |
| Second double crypt entombment (Saturday and OT) | \$400.00 | \$600.00 |
| Second double crypt entombment (Sunday and Holiday) | \$700.00 | \$900.00 |

*For niches and crypts purchased prior to July 1, 2022 Saturday entombment is included in the purchase price.

Other Mausoleum Installation Costs

| | |
|---------------------------------|----------------------------|
| First nameplate | Included |
| Second or replacement nameplate | Market value plus shipping |
| Niche vase | \$350.00 |
| Crypt vase | \$400.00 |

Effective Date: July 1, 2023

**Riverside Cemetery
Rates and Fees**

Foundation/Marker/Monument Installation Costs

Foundations are required for all grave markers that are not a flush marker. The installation cost depends on the size of the grave marker/monument.

| Foundation Size | Installation Cost |
|-----------------|-------------------|
| 24" x 12" | \$200.00 |
| 28" x 16" | \$215.00 |
| 40" x 16" | \$235.00 |
| 42" x 18" | \$235.00 |
| 52" x 18" | \$275.00 |
| 58" x 18" | \$300.00 |

A single adult grave measures 40" wide by 10' long.

| Setting Markers (Including Block K & O) | Installation Cost |
|--|-------------------|
| Flush marker up to 36" x 18" - no foundation (single grave marker) | \$175.00 |
| Flush marker greater than 36" x 18" - no foundation (two-grave companion marker) | \$225.00 |
| Veteran's bronze marker set on 28" X 16" foundation | \$215.00 |
| Veteran stone (flat granite flush installation, no foundation) | \$175.00 |
| Veteran stone (upright marble, no foundation) | \$215.00 |

All monuments shall be set on a foundation. Installation of monuments shall be performed by others. Riverside Cemetery staff installs foundations and flush markers only.

| Stone Sizes Commonly Ordered (Privately Owned) | Installation Cost of Foundation | Installed on a Foundation Sized |
|--|---------------------------------|---------------------------------|
| 16" x 8" | \$200.00 | 24" x 12" |
| 20" x 10" | \$200.00 | 24" x 12" |
| 24" x 10" | \$215.00 | 28" x 16" |
| 24" x 12" | \$215.00 | 28" x 16" |
| 32" x 12" | \$235.00 | 40" x 16" |
| 32" x 14" | \$235.00 | 40" x 16" |
| 36" x 10" | \$235.00 | 42" x 18" |
| 36" x 12" | \$235.00 | 42" x 18" |
| 42" x 10" | \$275.00 | 52" x 18" |
| 42" x 12" | \$275.00 | 52" x 18" |
| 46" x 12" | \$275.00 | 52" x 18" |
| 46 x 14" | \$275.00 | 52" x 18" |
| 52" x 12" | \$300.00 | 58" x 18" |
| 52" x 14" | \$300.00 | 58" x 18" |

The maximum size monument for a single adult grave is 36" x 18".

The maximum size monument for a two-grave marker is 58" x 18".

2023 Public Cemetery Price Comparison

| City | Name of Public | Grave Resident | Grave Non-Res | Opening/Closing Full Body Res | Opening/Closing Full Body Non-Resident | Opening/Closing Full Body Infant Resident | Opening/Closing Infant Non-Res | Opening/Closing Cremain Res | Opening/Closing Cremain Non-Res |
|----------------------------------|------------------------------------|----------------|---------------|-------------------------------|--|---|--------------------------------|-----------------------------|---------------------------------|
| Plymouth | Riverside | \$ 1,000.00 | \$ 1,900.00 | \$ 1,000.00 | \$ 1,600.00 | \$ 100.00 | \$ 150.00 | \$ 400.00 | \$ 550.00 |
| | Overtime: Sat + After Hours | | | \$ 1,200.00 | \$ 1,800.00 | \$ 175.00 | \$ 225.00 | \$ 500.00 | \$ 650.00 |
| | Winter Surcharge Nov 15-Apr 14 | | | \$ 300.00 | \$ 400.00 | \$ 50.00 | \$ 100.00 | \$ 100.00 | \$ 200.00 |
| Grand Rapids | Greenwood | \$ 1,000.00 | \$ 1,000.00 | \$ 1,690.00 | \$ 1,690.00 | \$ 772.00 | \$ 772.00 | \$ 1,066.00 | \$ 1,066.00 |
| | Overtime: Sat + After Hours | | | \$210 per hour | \$210 per hour | \$210 per hour | \$210 per hour | \$210 per hour | \$210 per hour |
| Howell | Lakeview | \$ 800.00 | \$ 1,600.00 | \$ 600.00 | \$ 600.00 | \$ 250.00 | \$ 250.00 | \$ 200.00 | \$ 200.00 |
| | Overtime: Sat + After Hours | | | \$ 800.00 | \$ 800.00 | \$ 375.00 | \$ 375.00 | \$ 300.00 | \$ 300.00 |
| Saline | Oakwood | \$ 1,500.00 | \$ 1,500.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 550.00 | \$ 550.00 | \$ 400.00 | \$ 400.00 |
| | Overtime: After Hours | | | \$ 1,100.00 | \$ 1,100.00 | \$ 575.00 | \$ 575.00 | \$ 475.00 | \$ 475.00 |
| Northville | Rural Hill | \$ 1,050.00 | \$ 3,000.00 | \$ 865.00 | \$ 2,140.00 | | | \$ 500.00 | \$ 1,080.00 |
| | Overtime: After Hours | | | \$ 1,070.00 | \$ 2,625.00 | | | \$ 585.00 | \$ 1,450.00 |
| Ypsilanti | Highland | \$ 875.00 | \$ 1,095.00 | \$ 940.00 | \$ 940.00 | \$ 50.00 | \$ 50.00 | \$ 395.00 | \$ 395.00 |
| | Overtime: Saturday | | | \$ 1,190.00 | \$ 1,190.00 | \$ 300.00 | \$ 300.00 | \$ 545.00 | \$ 545.00 |
| Farmington | Oakwood | At Capacity | At Capacity | \$ 850.00 | \$ 850.00 | | | \$ 450.00 | \$ 750.00 |
| | Overtime: After Hours (3:00 PM+) | | | \$ 1,000.00 | \$ 1,000.00 | | | \$ 600.00 | \$ 600.00 |
| Brighton | Multiple | \$ 900.00 | \$ 1,350.00 | \$ 750.00 | \$ 750.00 | \$ 600.00 | \$ 600.00 | \$ 450.00 | \$ 450.00 |
| | Overtime: M-F after 2pm & Saturday | | | \$ 1,200.00 | \$ 1,200.00 | \$ 750.00 | \$ 750.00 | \$ 525.00 | \$ 525.00 |
| Winter \$\$ (decided by weather) | | | | \$ 1,800.00 | \$ 1,800.00 | \$ 825.00 | \$ 825.00 | \$ 600.00 | \$ 600.00 |
| | | | | Add \$375 | Add \$375 | Add \$375 | Add \$375 | Add \$375 | Add \$375 |

| | | | | | | | | |
|----------------------|-------------|-------------|------------|-------------|-----------|-----------|-----------|-------------|
| Average | \$ 1,017.86 | \$ 1,635.00 | \$ 977.86 | \$ 1,245.71 | \$ 387.00 | \$ 395.33 | \$ 487.29 | \$ 591.57 |
| Median | \$ 1,000.00 | \$ 1,500.00 | \$ 940.00 | \$ 1,000.00 | \$ 400.00 | \$ 400.00 | \$ 400.00 | \$ 450.00 |
| Difference (Average) | \$ 17.86 | \$ (265.00) | \$ (22.14) | \$ (354.29) | \$ 287.00 | \$ 245.33 | \$ 87.29 | \$ 41.57 |
| Difference (Median) | \$ - | \$ (400.00) | \$ (60.00) | \$ (600.00) | \$ 300.00 | \$ 250.00 | \$ - | \$ (100.00) |



CITY OF PLYMOUTH

RIVERSIDE CEMETERY RULES

Adopted May 22, 2023 by Cemetery Board of Trustees
Approved June 20, 2023 by Plymouth City Commission
Effective July 1, 2023

Riverside Cemetery is a public cemetery, owned and operated by the City of Plymouth, Department of Municipal Services. The Cemetery Office is located at 1231 Goldsmith, Plymouth, MI 48170. The physical address of the cemetery is 680 Plymouth Rd, Plymouth, MI 48170. Phone number: 734.453.7737 office, 734.455.1666 fax, email: dms@plymouthmi.gov.

Riverside Cemetery offers cemetery lots, mausoleum crypts and niches. Services are offered on a pre-need or immediate need basis and arrangements should be made through the Cemetery Office. These rules are subject to change as deemed necessary and are interpreted at the discretion of the superintendent.

In addition to cemetery operations by the City of Plymouth Department of Municipal Services, Riverside Cemetery also has a Board of Trustees who are residents of the City. The purpose of the Board of Trustees is to review and make recommendations to the City Commission for the proper control, maintenance, and improvement of the Cemetery.

SALE OF LOTS AND INTERMENT ARRANGEMENTS

1. All arrangements for burials shall be made at the City of Plymouth Department of Municipal Services, 1231 Goldsmith, either by the undertaker or by a representative of the family of the deceased. Burial fees and charges must be paid prior to the completion of services.
2. No lot rights may be transferred, purchased, or sold for speculative purposes.

DEFINITIONS

1. Block: A division of land as shown on the cemetery plot, which is determined by existing roadways and structures.
2. Lot: Numbered divisions as shown on the cemetery plot that consist of two or more graves.
3. Grave: A space of sufficient size to accommodate one adult interment.
4. Interment: The permanent disposition of the remains of a deceased person by burial.
5. Entombment: The permanent disposition of the remains of the deceased person in a tomb (mausoleum)
6. Memorial Marker: Shall include head or footstones for family or individual use that are flush with the ground.
7. Monument: Shall include a tombstone or memorial marker of a recognized durable granite/marble or standard bronze, which shall extend above the surface of the ground.
8. Lot Marker: Refers to any means used by the cemetery to locate corners of the lot or grave.
9. Mausoleum: Shall be a structure used for the individual entombment of multiple human remains.
10. Adult Burial: Shall be any burial that involves a burial box greater than four feet in length.
11. Child Burial: Shall be any burial box over 3 feet but less than 4 feet in length.
12. Infant Burial: Shall be any burial of child under 1 year of age, and burial box is less than 3 feet in length.
13. Cremains burial: Shall be the burial of the ashes of a cremated body.
14. Oversize Burial: Any burial over 90 inches in length or over 34 inches in width.
15. Perpetual Care: Shall consist of mowing, seeding, trimming trees and shrubbery, removing dead flowers, and general upkeep of the lot.
16. Superintendent: Shall be the City Manager or his representative.
17. Sexton: Shall be the Director of the Municipal Services Department or his representative.
18. Mourning Period: Shall be the 60 days following the interment.
- 18-19. Cremains: Shall be the ashes of a cremated body.

INTERMENTS OR DISINTERMENTS

1. The depth of a grave for an adult burial shall be at least five feet deep. The depth of a grave for a child shall be at least four feet deep. Infant burials shall be at a depth of 3 feet and cremation burials at 2 feet.

2. Burials permitted in a single adult grave are as follows: one (1) full body burial and up to two (2) ~~cremainstion~~ burials OR up to four (4) ~~cremainstion~~ burials without a full body burial, unless permission is otherwise granted by the cemetery superintendent. The full body burial of two or more persons in a single grave is prohibited except for a parent and baby if buried at the same time. Cremations-Cremains burial must be placed in a metal, stone, or plastic urn. Cremains burial in a glass, cardboard and/or wood boxes isare prohibited unless placed in a protective urn vault.
3. Entombments permitted for in the Garden Mausoleum are as follows: niches accommodate two (2) ~~cremainstions~~, single crypts accommodate one (1) full body entombment and one (1) ~~cremation-cremain~~ or two (2) ~~cremationscremain~~, and double crypts accommodate two (2) full body entombments or two (2) ~~cremationscremain~~.
4. The City assumes no responsibility for errors in opening graves when such errors are caused by others. Orders from undertakers will be accepted by the City as orders from the owners.
5. No grave will be opened, or body disinterred except by order of husband, wife, father, mother, son, or daughter of the deceased and then only for good cause, and the city reserves the right to refuse any such request. A body will only be released to a professional licensed in mortuary science. This provision does not apply when disinterment is ordered by a duly authorized public official.
6. Plastic full-size burial vaults for adult caskets are strictly prohibited.

MEMORIAL MARKERS, MONUMENTS AND MAUSOLEUMS

1. No mausoleum shall be erected without the specific approval of the Cemetery Board.
2. No monument or memorial marker shall be installed without the specific approval of the Cemetery Board, unless the proposed monument meets the following requirements:
 - a. The maximum number of monuments or memorial markers on any grave is up to one (1) upright and up to four (4) flat markers.
 - b. No matter the type of monument and/or memorial marker(s), the total area covered shall not exceed 15 square feet.
 - c. The memorial marker or monument shall be located at the head or foot of the lot, and parallel to the head or foot lot line.
 - d. The height of the monument for a single grave cannot exceed forty-eight (48) inches, the depth of the monument cannot exceed eighteen (18) inches, and the length of the monument cannot exceed thirty-six (36) inches. The height of a monument for a two-grave plot cannot exceed 48 inches", the depth cannot exceed 18 inches", and the length cannot exceed 58 inches". Custom monuments larger than outlined above require express written permission of the cemetery superintendent.
 - e. Specific rules governing markers for Blocks K, L, M and O supersede these requirements
 - f. Flat markers must be installed flush with the ground. Flat markers shall be no larger than 60 inches" by 36 inches", this includes veteran's markers.
3. Monuments and memorial markers shall not be allowed to be installed on lots that have not been paid in full.
4. All foundation work for monuments and memorial markers will be placed by the employees of Riverside Cemetery at the established rates.
5. The material used in the construction of mausoleums, vaults monuments, memorial markers and permanent corner posts must be of a recognized durable granite/marble or standard bronze. Each monument or memorial marker shall consist of one part or piece only, provided that this rule will not apply to lots on which it is desired to put in monuments or memorial markers to match others already existing on the lot.
6. No vertical joints will be allowed in monument work.

LOT MAINTENANCE REGULATIONS

1. During the 60-day Mourning Period flowers, plants, planters, and similar objects shall be restricted to a thirty-six (36) inch border around the base of the monument or memorial marker. Such items shall not exceed three (3) feet in height.
2. Flowers, plants, and planters shall be restricted to an eight (8) inch border along one long side of the base of the monument or marker and the two short sides. Such items shall not exceed two (2) feet in height above the ground. At no time shall any items be allowed to extend onto another lot or into a path. All items exceeding these height and border standards shall be removed by the City.

3. Fresh or silk flowers shall be allowed on any grave all year around and will be monitored by the City for unsightliness, seasonal flowers included. Plastic flowers are prohibited. Items in violation of this regulation will be removed by the City. The City shall not be responsible for the upkeep and cannot be responsible for any damage caused by vandalism or natural causes.
4. All plastic, cement, fiberglass, metal, glass, ceramic and wood decorations or objects, except recognized American Veteran Flags, are prohibited. Wrought iron or metal shepherd hooks are prohibited. All items in violation of the regulation will be removed by the City.
5. The use of landscape stones, decorative stones, artificial stones, or landscape blocks for decorative purposes shall be prohibited. Such stones shall be removed by the City.
6. Grave blankets and wreaths will be allowed from November 15th until April 1st of each year. The City shall dispose of blankets and wreaths that remain after April 1st.
7. Flowers, urns, benches, and flags will be removed from graves if such items become unsightly. The City assumes no responsibility for their return to lot owners. Such items will also be removed if they have been placed in violation of these rules.
8. At any time when a monument, private vault or mausoleum becomes unsafe in the opinion of the superintendent, a notice of such condition will be mailed to the last known or recorded address of the owner and the structure(s) removed or repaired at expense of the owner(s).
9. Any seat, urn or similar object placed on a lot by permission of the superintendent shall be kept painted white and in good condition.
10. When a lot is uncared for and becomes unsightly or a nuisance or detrimental to other lots, notice shall be mailed to the last known or recorded address of the owner. By order of the Board of Trustees, the superintendent and employees shall enter such lot and clean up and make same presentable and the cost shall be collected from the owner or made a lien on such a lot.

CEMETERY CARE

1. Cemetery care shall include only seeding, top dressing, cutting and trimming grass, shrubs, trees and the general upkeep of the cemetery. Cemetery care shall not include the maintenance of a memorial marker. The City shall not be responsible for the upkeep and cannot be responsible for any damage caused by vandalism or natural causes.
2. Contractors and workers engaged within the cemetery on any class of work whatsoever will be held responsible for the damage done by them to any cemetery properties.
3. Material for any class of work will not be permitted on the grounds unless accompanied by workmen to erect same, except by special arrangement with the cemetery superintendent.
4. Roadways must be satisfactorily protected against damage from heavily loaded vehicles.
5. The rolling or moving of stones across any section of lots must be done under the supervision and orders of the superintendent. In all cases, planks must be provided by persons furnishing stones or monuments to properly protect the lawns.
6. All unsightly material or debris accumulating from any class of work must be removed at once and upon the completion of the work all equipment, tools, etc., must be removed immediately, and the ground left in as good a condition as found by the contractor.
7. No stonework shall be brought into the cemetery on Friday after 5:00 p.m. and no work shall be commenced on any day that cannot be finished on that day and the dirt and debris entirely removed before dark.
8. No person shall remove any object from any place in the cemetery or make any excavation without the consent of the superintendent of the cemetery.
9. No equipment other than the equipment of Riverside Cemetery shall be used at interments except by permission of the superintendent.
10. Watering: The water station is located at the southern tip of Block G between Blocks G and J. No personal hoses are to be attached to the water station. Please be courteous to all patrons using the water station. If any authorized body institutes outdoor watering restrictions, then the cemetery must abide by them.

OTHER REGULATIONS

1. No firearms will be allowed in the cemetery, except in the cases of military funerals or ceremonies by official veteran's organizations on federal holidays, without written permission of the superintendent of the cemetery.

2. No person shall obstruct any drive, walk, or alley.
3. No person shall, in any way injure, deface, or destroy any grave, vault, tombstone, monument, mausoleum, enclosure, building, fence, basin, fountain, bridge, seat, flower, tree, shrub, vine, lot or any other thing in Riverside Cemetery.
4. Block L of Riverside Cemetery shall be known as the extended family section of the cemetery, with family plots of six (6) or ten (10) graves to be sold in a group.
5. Block K and O of Riverside Cemetery shall be known as the Memorial Section of the cemetery, with only flat memorial markers allowed. No foundation required except in the case of veteran's markers. Markers can be made of bronze or granite. No above ground markers are permitted in this section.
6. Block M of Riverside Cemetery: All lots in Block M consist of 2 graves and will be sold together as one lot. Additional Marker Regulations: Only upright, slant granite markers set on a granite base (2-person companion marker or 1-person non-companion marker) are permitted. Contact the Cemetery Office for the exact description. Any flat markers must meet regulations listed in Memorial Markers, Monuments and Mausoleums section of these rules.
7. Urns for flower planting must be made of cement or metal only. Urns shall not exceed 26 inches in height and will be limited to one urn per gravesite. When an urn is uncared for or becomes unsightly, it will be removed by the City. The City shall not be responsible for the upkeep of the urns and cannot be responsible for any damage caused by vandalism or natural causes. The City recommends covering urns during the winter months, to help protect from the elements.
8. Benches: If a family requests the installation of a bench on a lot, the request must first be made to the cemetery superintendent. The superintendent will determine if it is feasible to place a bench in the requested location without interference with other lots. Then the request will be sent to the Cemetery Board for approval. All benches will be of a standard size and shape and will be constructed of granite or marble and will require a foundation to be placed by the cemetery staff.
9. Filming and photography for use in a movie, book, newspaper, magazine, television news, paranormal research, Internet, or other electronic media are not permitted on Cemetery grounds. ~~The An~~ exception is made to this would be for genealogy research.

CRYPT AND NICHE FRONT DECORATIONS

1. During the 60-day Mourning Period, flowers, plants, and similar objects may be placed on the sidewalk in front of the crypt or niche. Such items shall not exceed three (3) feet in height and will be removed by the Cemetery Superintendent should they become unsightly prior to the expiration of the 60-day Mourning Period.
2. Decorations on crypt and niche fronts shall be limited to flowers placed in a single City-approved bronze vase, or a seasonal wreath attached to the crypt or niche front with a City-approved hanger.
3. Wreaths shall not overlap onto adjacent crypt or niche fronts and shall be limited to 12 inches in diameter for crypt fronts and 6 inches in diameter for niche fronts. Wreaths will be removed by the ~~C~~cemetery ~~S~~superintendent should they become unsightly.
4. Plastic, self-adhesive, clear suction-type hooks and/or hangers shall be prohibited on all crypt and niche fronts. All plastic, cement, fiberglass, metal, and wood objects, including stuffed animals, hanging planters, flags, stickers, and other similar items shall be prohibited on crypt and niche fronts.
5. Fresh flowers or silk flowers are allowed in City-approved vases. Plastic flowers are prohibited. Flowers will be removed if they become unsightly. City-approved bronze vases can be purchased at the Cemetery Office. Vases are installed by Riverside Cemetery employees. The City of Plymouth and Riverside Cemetery assume no responsibility for vases and other items that are stolen, damaged, or vandalized.

RESOLUTION

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

WHEREAS The City of Plymouth operates two municipally owned cemeteries and has a Cemetery Board of Trustees appointed to make recommendations to the City Commission; and

WHEREAS The Cemetery Board of Trustees did meet in May of this year for the Purpose Of reviewing rules, regulations, and operations of the cemeteries; and

WHEREAS At this meeting the Cemetery Board of Trustees did review the pricing structure for services, lots, and other services at Riverside Cemetery; and

WHEREAS The Cemetery Board of Trustees also reviewed the cemetery rules; and

WHEREAS After the review, the Cemetery Board of Trustees did recommend to the City Commission that the current rate structure be maintained at this Time.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the recommendation of the Cemetery Board of Trustees related to the various rate structures for the Cemetery and does hereby maintain the current schedule of rates in effect for Fiscal Year 2023 – 2024, and that minor adjustments cemetery rules be made as outlined by the Cemetery Board of Trustees.



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 2023 - 06-05-23.docx
Date: June 1, 2023
RE: Waste & Recycling Rates 2023 - 24 – 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 trash cart rates were raised in January of 2020 with the start of the new contract. The rates were not increased in the last budget year 2022 - 23.

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 fourth 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 to show 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

www.plymouthmi.gov

201 S. Main
Plymouth, Michigan 48170-1637

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

MEMORANDUM

Date: May 31, 2023
To: Paul J. Sincock, City Manager
From: John Scanlon, Finance Director
Subject: Waste and Recycling Rates

Issue: Proposed Waste and Recycling Rates – 2023-24 City Budget

Analysis: Enclosed are pages 61 through 63 of the proposed 2023-24 City budget, which pertains to the determination of proposed waste and recycling service rates to begin on July 1, 2023 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 2023-24 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 2023-24 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 for 2023. The budget, as presented, shows no proposed increase in any of the three rates for this fund.

Requested Action: Approve the 2023-24 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 | Year End F/B | Taxes | Bags Tags | Carts per/mo |
| 2003 | 565,413 | 160,021 | N/A | 11,745 | 737,179 | 136,201 | 450,887 | 75,508 | 115,634 | 778,280 | 87,941 | 1.50 | 1.00 | N/A | N/A |
| 2004 | 726,023 | 202,097 | N/A | 14,456 | 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 | 206,003 | 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 | 235,597 | 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 | 763,050 | 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 | - | 309,283 | 1,034,981 | 530,570 | 1.72 | 3.00 | 9.42 | 32% |
| 2012 | 717,177 | 7,365 | 343,473 | 12,049 | 1,072,386 | 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 | 835,873 | 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 | 353,459 | 12,516 | 1,173,976 | 290,066 | 462,908 | - | 406,198 | 1,179,192 | 719,147 | 1.82 | 3.00 | 9.50 | 0% |
| 2018 | 875,181 | 5,269 | 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 | 307,195 | 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 | 1,539,076 | 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 | 1,136,770 | 3,926 | 398,360 | 36,052 | 1,574,109 | 306,403 | 780,180 | - | 378,191 | 1,464,774 | 1,388,457 | 1.82 | 3.00 | 10.25 | 0% |
| *2023 | 1,141,030 | 3,363 | 318,792 | 21,681 | 1,484,866 | 278,088 | 517,829 | - | 281,518 | 1,077,435 | 1,795,888 | 1.82 | 3.00 | 10.25 | 0% |
| **2023 | 1,141,030 | 4,484 | 425,056 | 28,908 | 1,599,477 | 370,784 | 690,439 | - | 375,357 | 1,436,580 | 1,551,355 | 1.82 | 3.00 | 10.25 | 0% |
| PROPOSED 2024 | 1,148,630 | 5,000 | 415,050 | 90,735 | 1,659,415 | 423,865 | 695,000 | - | 540,550 | 1,659,415 | 1,551,355 | 1.82 | 3.00 | 10.25 | 0% |

* Through first nine months of fiscal year 2022 / 23
 ** Projected through June 30, 2023

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 2023 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 2023-24 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, 2023;

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 2023-24 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. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Designated Depositories 06-05-23.docx
Date: June 1, 2023
RE: Designated Depositories Fiscal 2023 - 24

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 2023 - 24 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.

| |
|-------------------|
| MEMORANDUM |
|-------------------|

Date: May 31, 2023
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 2023-24 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

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, Huntington Bank, Lake Trust Credit Union, and PNC Bank, as well as authorized investment pools supported by GovMIC, Michigan Class, Michigan Insured Cash Holdings, during fiscal year 2023-24.

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 - Delinquent Charges On The Tax Roll - 06-05-23.docx
Date: June 1, 2023
RE: Delinquent Charges on the Tax Roll Summer 2023

Background

Each year the City Administration is required to present to the City Commission a listing of delinquent charges that have gone unpaid and are eligible to be placed on the tax rolls. This listing is for delinquent water bills and/or other payments that are eligible to be placed onto the tax roll.

As you may recall, City Commission policy indicates that we turn off only commercial accounts for non-payment in excess of 90 days, and we do not turn off residential accounts. The volume of our commercial delinquent accounts has gone down with the 90-day policy. It should also be noted that there is a 25% fee added when we place delinquent commercial or residential water bills on the tax roll.

This has also had a significant impact on reducing our delinquent accounts.

Recommendation

The City Administration recommends that the City Commission adopt the attached proposed Resolution which would allow the City to collect on delinquent accounts by rolling these over to the tax bills. The City is authorized through a variety of City Ordinances to complete this procedure.

Should you have any questions regarding this matter please feel free to contact me.



CITY OF PLYMOUTH

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Phone 734-453-1234
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MEMORANDUM

Date: May 31, 2023
To: Paul Sincock, City Manager
From: John Scanlon, Finance Director/Treasurer
Subject: Delinquent Charges/Transfer to 2023 Summer Tax Roll

Issue: Delinquent Charges

Analysis: Attached are the delinquent charges that have been invoiced/billed that remain unpaid at this time. The City Charter and various ordinances provide the necessary vehicle to place these items on the tax roll to the property benefited.

The resolution for consideration by the City Commission is attached. This resolution facilitates the delinquent transfers to the 2023 summer tax roll.

Please feel free to contact me should additional information is needed.

Requested Action: Approve the resolution to transfer of the delinquent invoices to the 2023 Summer Tax Roll

Attachment(s): Resolution and list of outstanding invoices

THE CITY OF HOMES

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May 31, 2023

DELINQUENT CHARGES TO BE PLACED ON SUMMER 2022 TAX ROLL

| | | | |
|------------------------------|-------------|-------------|--------------------|
| Water Bills | | | <u>\$41,955.68</u> |
| | SECTION 1 | \$8,288.73 | |
| | SECTION 2 | \$17,891.91 | |
| | SECTION 3 | \$12,055.66 | |
| | SECTION 4 | \$3,719.38 | |
| Miscellaneous Charges | | | <u>\$9,650.77</u> |
| | FALSE ALARM | \$3,604.00 | |
| | SIDEWALK | \$6,046.77 | |
| | SNOW | \$0 | |
| | WEEDS | \$0 | |
| Grand Total | | | <u>\$51,606.45</u> |

Maureen Brodie, City Clerk

John Scanlon, Finance Director/
Treasurer

DELINQUENT WATER TO TAXES 2023

| Parcel Number | Location ID | Address | Delinquent Amount | Penalty | Total to Tax |
|----------------------------|---------------------|---------------------|---------------------|--------------------|---------------------|
| 002 01 0602 302 | CHER-001050-0000-01 | 1050 CHERRY | \$ 53.25 | \$ 13.31 | \$ 66.56 |
| 003 01 0545 000 | HOLN-001059-0000-01 | 1059 N HOLBROOK | \$ 1,189.53 | \$ 297.38 | \$ 1,486.91 |
| 004 03 0013 000 | HOLN-000311-0000-02 | 311 N HOLBROOK | \$ 77.28 | \$ 19.32 | \$ 96.60 |
| 006 08 0015 000 | ROES-000302-0000-01 | 302 ROE | \$ 1,636.25 | \$ 409.06 | \$ 2,045.31 |
| 006 10 0759 000 | WING-000743-0000-01 | 743 WING | \$ 126.62 | \$ 31.66 | \$ 158.28 |
| 006 14 0009 000 | JOYS-000203-0000-01 | 203 JOY | \$ 1,162.30 | \$ 290.58 | \$ 1,452.88 |
| 007 03 0074 000 | PARV-000765-0000-01 | 765 PARKVIEW | \$ 439.10 | \$ 109.78 | \$ 548.88 |
| 007 03 0089 000 | PARV-000525-0000-02 | 525 PARKVIEW | \$ 439.10 | \$ 109.78 | \$ 548.88 |
| 011 05 0061 000 | BURR-000120-0000-01 | 120 BURROUGHS | \$ 1,507.55 | \$ 376.89 | \$ 1,884.44 |
| TOTAL FOR SECTION 1 | | | \$ 6,630.98 | \$ 1,657.75 | \$ 8,288.73 |
| 005 01 0369 000 | AMEL-000163-0000-01 | 163 AMELIA | \$ 435.28 | \$ 108.82 | \$ 544.10 |
| 005 11 0015 000 | ADAM-000460-0000-01 | 460 ADAMS | \$ 228.82 | \$ 57.21 | \$ 286.03 |
| 006 02 0180 000 | CHUR-000837-0000-01 | 837 CHURCH | \$ 749.17 | \$ 187.29 | \$ 936.46 |
| 008 01 0046 000 | ANNS-000599-0000-01 | 599 ANN | \$ 435.28 | \$ 108.82 | \$ 544.10 |
| 008 03 0192 000 | IRVI-000551-0000-02 | 551 IRVIN | \$ 435.28 | \$ 108.82 | \$ 544.10 |
| 008 03 0215 001 | IRVI-000518-0000-02 | 518 IRVIN | \$ 1,924.46 | \$ 481.12 | \$ 2,405.58 |
| 008 04 0047 000 | IRVI-000451-0000-02 | 451 IRVIN | \$ 1,112.17 | \$ 278.04 | \$ 1,390.21 |
| 008 04 0053 000 | IRVI-000371-0000-03 | 371 IRVIN | \$ 1,000.82 | \$ 250.21 | \$ 1,251.03 |
| 008 10 0004 001 | PENN-001113-0000-02 | 1113 PENNIMAN | \$ 108.82 | \$ 27.21 | \$ 136.03 |
| 009 03 0332 000 | PENN-001011-0000-01 | 1011 PENNIMAN | \$ 1,055.45 | \$ 263.86 | \$ 1,319.31 |
| 009 03 0355 000 | ARTW-001224-0000-01 | 1224 W ANN ARBOR TR | \$ 435.28 | \$ 108.82 | \$ 544.10 |
| 009 06 0275 000 | ARTW-001279-0000-01 | 1279 W ANN ARBOR TR | \$ 796.32 | \$ 199.08 | \$ 995.40 |
| 009 07 0137 000 | HAVS-000638-0000-02 | 638 S HARVEY | \$ 435.28 | \$ 108.82 | \$ 544.10 |
| 009 07 0150 000 | HAVS-000649-0000-02 | 649 S HARVEY | \$ 1,052.01 | \$ 263.00 | \$ 1,315.01 |
| 009 08 0841 001 | WING-000983-0000-01 | 983 WING | \$ 837.89 | \$ 209.47 | \$ 1,047.36 |
| 010 02 0009 002 | BEES-001048-0000-01 | 1048 BEECH | \$ 727.71 | \$ 181.93 | \$ 909.64 |
| 010 03 0028 000 | PALM-000992-0000-01 | 992 PALMER | \$ 510.49 | \$ 127.62 | \$ 638.11 |
| 010 03 0065 000 | SUTH-001075-0000-01 | 1075 SUTHERLAND | \$ 435.28 | \$ 108.82 | \$ 544.10 |
| 010 03 0114 000 | SUTH-001104-0000-05 | 1104 SUTHERLAND | \$ 627.32 | \$ 156.83 | \$ 784.15 |
| 010 04 0115 002 | PALM-000857-0000-02 | 857 PALMER | \$ 307.90 | \$ 76.98 | \$ 384.88 |
| 010 05 0067 000 | SIMP-000912-0000-02 | 912 SIMPSON | \$ 227.22 | \$ 56.81 | \$ 284.03 |
| 010 99 0012 000 | CARO-001180-0000-02 | 1180 CAROL | \$ 435.28 | \$ 108.82 | \$ 544.10 |
| TOTAL FOR SECTION 2 | | | \$ 14,313.53 | \$ 3,578.38 | \$ 17,891.91 |

| | | | | | | | | |
|----------------------------|---------------------|------------------|-----------|------------------|-----------|-----------------|-----------|------------------|
| 008 02 0055 000 | JUNC-001470-0000-02 | 1470 JUNCTION | \$ | 112.64 | \$ | 28.16 | \$ | 140.80 |
| 008 02 0059 000 | JUNC-001430-0000-02 | 1430 JUNCTION | \$ | 224.62 | \$ | 56.16 | \$ | 280.78 |
| 008 02 0073 000 | JUNC-001290-0000-01 | 1290 JUNCTION | \$ | 1,483.04 | \$ | 370.76 | \$ | 1,853.80 |
| 008 02 0076 000 | JUNC-001260-0000-01 | 1260 JUNCTION | \$ | 122.07 | \$ | 30.52 | \$ | 152.59 |
| 008 03 0177 001 | JUNC-001173-0000-01 | 1173 JUNCTION | \$ | 309.55 | \$ | 77.39 | \$ | 386.94 |
| 008 07 0034 000 | PACI-000342-0000-01 | 342 PACIFIC | \$ | 928.09 | \$ | 232.02 | \$ | 1,160.11 |
| 008 12 0054 000 | SHEN-000324-0000-01 | 324 N SHELDON | \$ | 486.14 | \$ | 121.54 | \$ | 607.68 |
| 009 02 0160 002 | SHE5-000539-0000-02 | 539 S SHELDON | \$ | 1,080.43 | \$ | 270.11 | \$ | 1,350.54 |
| 009 07 0081 002 | JENS-000616-0000-02 | 616 JENER | \$ | 1,060.84 | \$ | 265.21 | \$ | 1,326.05 |
| 009 09 0204 000 | WOOD-001320-0000-01 | 1320 WOODLAND PL | \$ | 671.42 | \$ | 167.86 | \$ | 839.28 |
| 009 09 0224 000 | LIND-001291-0000-02 | 1291 LINDEN | \$ | 112.64 | \$ | 28.16 | \$ | 140.80 |
| 010 07 0008 000 | MCKI-000840-0000-01 | 840 MCKINLEY | \$ | 917.24 | \$ | 229.31 | \$ | 1,146.55 |
| 012 02 0064 000 | GLOU-001599-0000-01 | 1599 GLOUCESTER | \$ | 1,417.06 | \$ | 354.27 | \$ | 1,771.33 |
| 012 02 0097 000 | GLOU-001745-0000-01 | 1745 GLOUCESTER | \$ | 718.75 | \$ | 179.69 | \$ | 898.44 |
| TOTAL FOR SECTION 3 | | | \$ | 9,644.53 | \$ | 2,411.13 | \$ | 12,055.66 |
| 005 07 0027 000 | BLAN-000301-0001-01 | 301 BLANCHE #16 | \$ | 236.39 | \$ | 59.10 | \$ | 295.49 |
| 005 07 0027 000 | BLAN-000301-0003-02 | 301 BLANCHE #3 | \$ | 162.99 | \$ | 40.75 | \$ | 203.74 |
| 005 07 0027 000 | BLAN-000301-0005-03 | 301 BLANCHE #5 | \$ | 447.15 | \$ | 111.79 | \$ | 558.94 |
| 005 07 0027 000 | BLAN-000301-0007-05 | 301 BLANCHE #7 | \$ | 323.15 | \$ | 80.79 | \$ | 403.94 |
| 006 25 0044 000 | SYDC-000210-0000-01 | 210 SYDNEY CT | \$ | 269.75 | \$ | 67.44 | \$ | 337.19 |
| 008 01 0013 000 | BLUN-000747-0000-01 | 747 BLUNK | \$ | 1,536.07 | \$ | 384.02 | \$ | 1,920.09 |
| TOTAL FOR SECTION 4 | | | \$ | 2,975.50 | \$ | 743.88 | \$ | 3,719.38 |
| TOTAL | | | \$ | 33,564.54 | \$ | 8,391.14 | \$ | 41,955.68 |

Aged Accounts Receivable Report for CITY OF PLYMOUTH
Population: All Records
Aging as of 05/31/23

| CUSTOMER # NAME | INVOICE # | DUE DATE | CURRENT | OVER 30 | OVER 60 | OVER 90 | OVER 120 | TOTAL |
|---|------------|------------|---------|---------|---------|---------|----------|----------|
| 1115 S MAIN STREET DTE - TYRONE HURST | 0000022317 | 12/22/2022 | 0.00 | 0.00 | 0.00 | 0.00 | 440.00 | 440.00 |
| 1365 MAIN DTE - TYRONE HURST | 0000022320 | 12/22/2022 | 0.00 | 0.00 | 0.00 | 0.00 | 960.00 | 960.00 |
| 391 MAPLE BAKER, CHARLES AND LAUREN | 0000022324 | 12/22/2022 | 0.00 | 0.00 | 0.00 | 0.00 | 160.00 | 160.00 |
| 595 S MAIN DTE - TYRON HURST | 0000022310 | 12/22/2022 | 0.00 | 0.00 | 0.00 | 0.00 | 300.00 | 300.00 |
| 684 ANN ARBOR ROAD DTE - TYRONE HURST | 0000022228 | 12/22/2022 | 0.00 | 0.00 | 0.00 | 0.00 | 1,037.50 | 1,037.50 |
| 695 ROSS LIPMAN, JONATHAN TRUST | 0000022343 | 12/22/2022 | 0.00 | 0.00 | 0.00 | 0.00 | 775.00 | 775.00 |
| 875 S. MAIN STREET DTE - TYRON HURST | 0000022315 | 12/22/2022 | 0.00 | 0.00 | 0.00 | 0.00 | 1,320.00 | 1,320.00 |
| 935 HARTSOUGH CT NAUGHTON, NORA-NICOLE | 0000022294 | 12/22/2022 | 0.00 | 0.00 | 0.00 | 0.00 | 250.00 | 250.00 |
| Wing Parking Lot DTE - Tyrone Hurst | 0000021137 | 02/09/2022 | 0.00 | 0.00 | 0.00 | 0.00 | 462.00 | 462.00 |
| GRAND TOTALS: | | | 0.00 | 0.00 | 0.00 | 0.00 | 5,704.50 | 5,704.50 |

JOURNALIZED AMOUNTS ONLY: 5,704.50
NON-JOURNALIZED AMOUNTS ONLY: 0.00

BILLING ITEM BREAKDOWN

| SIDE4 | SIDE6 | 0.00 | 0.00 | 0.00 | 0.00 | 5,264.50 | 5,264.50 |
|-------|-------|------|------|------|------|----------|----------|
| | | 0.00 | 0.00 | 0.00 | 0.00 | 440.00 | 440.00 |

5,264.50 +
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0.6+

002

000



City of Plymouth
 201 S Main St
 Plymouth, MI 48170
 734-453-1234 x 219

0 • C

May 2, 2023

Alarm ID 1007

Bilancia Residence
 635 Kellogg
 Plymouth, MI 48170

009

100 • +
 50 • +
 100 • +
 50 • +
 50 • +
 150 • +
 2,300 • +
 500 • +
 100 • +
 3,400 • G+

This is the **FINAL** alarm billing notice for the City of Plymouth. The charges reflect Alarm Systems Ordinance 2000-14. Failure to respond can result in a suspension of agency along with additional involvement with the Treasurer's Office. See Sec 54-

3,400 • X
 1 • 06 =
 3,604 • *

| | Charges | Payment | |
|--------------------------|----------|---------|------------|
| 09/08/22 03:02 AM Police | \$100.00 | \$0.00 | 22-1007-02 |

Fees and/or fines are due and payable upon receipt.

****PLEASE DETACH AND RETURN WITH YOUR PAYMENT****
 TO ENSURE PROPER CREDIT

TO: Treasurer, City of Plymouth

Total Due: \$100.00

Amount Paid: _____

Invoice Number: 22-1007-02

Please return payment to: 201 S Main St, Plymouth, Mi 48170 or the drop boxes located at the Plymouth Library or City Hall Lobby.

Sec. 54-51. Failure to Pay

When the city has responded to a false alarm, the charges set forth herein of the premises and forwarded to such owners by the city, and said charges shall be due and payable upon receipt.

Where the false alarm charge is not paid by the owner(s) within 60 days after the billing for such false alarm as set forth herein, then the City Manager shall cause to be recorded in the Treasurer's Office, the date and premises responded to. The recording of such statement shall constitute a lien on the property and shall remain in full force and effect for the amount due in principal and interest until final payment has been made and shall be collected in the manner provided by law for collection of taxes. Such provisions hereof shall be notice to every person concerned that the amount of the statement, plus interest, constitute a charge against the premises described in the statement that the same is due.

10F2



City of Plymouth
201 S Main St
Plymouth, MI 48170
734-453-1234 x 219

January 12, 2023

Alarm ID: 856

Ironwood Grill
840 W Ann Arbor Tr
Plymouth, MI 48170

This is the **FINAL** alarm billing notice for the City of Plymouth. The charges reflect billing under Sec.54-47 of the Alarm Systems Ordinance 2000-14. Failure to respond can result in a suspension of alarm services provided by this agency along with additional involvement with the Treasurer's Office. See Sec 54-51 stated below.

| | <u>Charges</u> | <u>Payments</u> | <u>Invoice No</u> |
|--------------------------|----------------|-----------------|-------------------|
| 06/17/22 12:30 AM Police | \$50.00 | \$0.00 | 22-853-01 |

Fees and/or fines are due and payable upon receipt.

****PLEASE DETACH AND RETURN WITH YOUR PAYMENT****
TO ENSURE PROPER CREDIT

TO: Treasurer, City of Plymouth

Total Due: \$50.00

Amount Paid: _____

Invoice Number: 22-856-01

Please return payment to: 201 S Main St, Plymouth, Mi 48170 or the drop boxes located at the Plymouth Library or City Hall Lobby.

Sec. 54-51. Failure to Pay

When the city has responded to a false alarm, the charges set forth herein of the premises and forwarded to such owners by the city, and said charges shall be due and payable upon receipt.

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City of Plymouth
201 S Main St
Plymouth, MI 48170
734-453-1234 x 219

May 2, 2023

Alarm ID 856

Ironwood Grill
840 W Ann Arbor Tr
Plymouth, MI 48170

This is the **FINAL** alarm billing notice for the City of Plymouth. The charges reflect billing under Sec.54-47 of the Alarm Systems Ordinance 2000-14. Failure to respond can result in a suspension of alarm services provided by this agency along with additional involvement with the Treasurer's Office. See Sec 54-51 stated below.

| | <u>Charges</u> | <u>Payments</u> | <u>Invoice No</u> |
|--------------------------|----------------|-----------------|-------------------|
| 08/31/22 01:10 AM Police | \$100.00 | \$0.00 | 22-856-02 |

Fees and/or fines are due and payable upon receipt.

****PLEASE DETACH AND RETURN WITH YOUR PAYMENT****
TO ENSURE PROPER CREDIT

TO: Treasurer, City of Plymouth

Total Due: \$100.00

Amount Paid: _____

Invoice Number: 22-856-02

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Please return payment to: 201 S Main St, Plymouth, Mi 48170 or the drop boxes located at the Plymouth Library or City Hall Lobby.

Sec. 54-51. Failure to Pay

When the city has responded to a false alarm, the charges set forth herein of the premises and forwarded to such owners by the city, and said charges shall be due and payable upon receipt.

Where the false alarm charge is not paid by the owner(s) within 60 days after the billing for such false alarm as set forth herein, then the City Manager shall cause to be recorded in the Treasurer's Office, the date and premises responded to. The recording of such statement shall constitute a lien on the property and shall remain in full force and effect for the amount due in principal and interest until final payment has been made and shall be collected in the manner provided by law for collection of taxes. Such provisions hereof shall be notice to every person concerned that the amount of the statement, plus interest, constitute a charge against the premises described in the statement that the same is due.



City of Plymouth
 201 S Main St
 Plymouth, MI 48170
 734-453-1234 x 219

January 12, 2023

Alarm ID: 2530

Plymouth Quick Lube
 302 W Ann Arbor Rd
 Plymouth, MI 48170

This is the **FINAL** alarm billing notice for the City of Plymouth. The charges reflect billing under Sec.54-47 of the Alarm Systems Ordinance 2000-14. Failure to respond can result in a suspension of alarm services provided by this agency along with additional involvement with the Treasurer's Office. See Sec 54-51 stated below.

| | <u>Charges</u> | <u>Payments</u> | <u>Invoice No</u> |
|--------------------------|----------------|-----------------|-------------------|
| 06/16/22 05:43 AM Police | \$50.00 | \$0.00 | 22-2530-01 |

Fees and/or fines are due and payable upon receipt.

*****PLEASE DETACH AND RETURN WITH YOUR PAYMENT*****
 TO ENSURE PROPER CREDIT

TO: Treasurer, City of Plymouth

Total Due: \$50.00

Amount Paid: _____

Invoice Number: 22-2530-01

Please return payment to: 201 S Main St, Plymouth, Mi 48170 or the drop boxes located at the Plymouth Library or City Hall Lobby.

Sec. 54-51. Failure to Pay

When the city has responded to a false alarm, the charges set forth herein of the premises and forwarded to such owners by the city, and said charges shall be due and payable upon receipt.

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City of Plymouth
 201 S Main St
 Plymouth, MI 48170
 734-453-1234 x 219

May 2, 2023

Alarm ID: 645

Pulte Homes
 186 S Mill St
 Plymouth, MI 48170

This is the **FINAL** alarm billing notice for the City of Plymouth. The charges reflect billing under Sec.54-47 of the Alarm Systems Ordinance 2000-14. Failure to respond can result in a suspension of alarm services provided by this agency along with additional involvement with the Treasurer's Office. See Sec 54-51 stated below.

| | <u>Charges</u> | <u>Payments</u> | <u>Invoice No</u> |
|--------------------------|----------------|-----------------|-------------------|
| 09/19/22 09:09 AM Police | \$50.00 | \$0.00 | 22-645-02 |

Fees and/or fines are due and payable upon receipt.

****PLEASE DETACH AND RETURN WITH YOUR PAYMENT****
 TO ENSURE PROPER CREDIT

TO: Treasurer, City of Plymouth

Total Due: \$50.00

Amount Paid: _____

Invoice Number: 22-645-02

Please return payment to: 201 S Main St, Plymouth, Mi 48170 or the drop boxes located at the Plymouth Library or City Hall Lobby.

Sec. 54-51. Failure to Pay

When the city has responded to a false alarm, the charges set forth herein of the premises and forwarded to such owners by the city, and said charges shall be due and payable upon receipt.

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City of Plymouth
 201 S Main St
 Plymouth, MI 48170
 734-453-1234 x 219

May 2, 2023

Alarm ID: 224

Rite Aid Pharmacy
 800 W Ann Arbor Rd
 Plymouth, MI 48170

This is the **FINAL** alarm billing notice for the City of Plymouth. The charges reflect billing under Sec.54-47 of the Alarm Systems Ordinance 2000-14. Failure to respond can result in a suspension of alarm services provided by this agency along with additional involvement with the Treasurer's Office. See Sec 54-51 stated below.

| | | | <u>Charges</u> | <u>Payments</u> | <u>Invoice No</u> |
|----------|----------|--------|----------------|-----------------|-------------------|
| 10/13/22 | 10:40 PM | Police | \$50.00 | \$0.00 | 22-224-01 |
| 11/18/22 | 10:55 PM | Police | \$100.00 | \$0.00 | 22-224-02 |

Fees and/or fines are due and payable upon receipt.

*****PLEASE DETACH AND RETURN WITH YOUR PAYMENT*****
 TO ENSURE PROPER CREDIT

TO: Treasurer, City of Plymouth

Total Due: \$150.00

Amount Paid: _____

Invoice Number: 22-224-01 & 02

Please return payment to: 201 S Main St, Plymouth, Mi 48170 or the drop boxes located at the Plymouth Library or City Hall Lobby.

Sec. 54-51. Failure to Pay

When the city has responded to a false alarm, the charges set forth herein of the premises and forwarded to such owners by the city, and said charges shall be due and payable upon receipt.

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City of Plymouth
201 S Main St
Plymouth, MI 48170
734-453-1234 x 219

January 12, 2023

Alarm ID: 320

SKLD Plymouth
105 Haggerty Rd
Plymouth, MI 48170

This is the **FINAL** alarm billing notice for the City of Plymouth. The charges reflect billing under Sec.54-47 of the Alarm Systems Ordinance 2000-14. Failure to respond can result in a suspension of alarm services provided by this agency along with additional involvement with the Treasurer's Office. See Sec 54-51 stated below.

| | | <u>Charges</u> | <u>Payments</u> | <u>Invoice No</u> | |
|----------|---------|----------------|-----------------|-------------------|-----------|
| 03/28/22 | 8:06 PM | Fire | \$300.00 | \$0.00 | 22-320-01 |
| 04/24/22 | 1:28 PM | Fire | \$500.00 | \$0.00 | 22-320-02 |
| 04/30/22 | 7:50 PM | Fire | \$500.00 | \$0.00 | 22-320-02 |
| 05/03/22 | 7:52 PM | Fire | \$500.00 | \$0.00 | 22-320-03 |
| 05/12/22 | 2:30 PM | Fire | \$500.00 | \$0.00 | 22-320-03 |

Fees and/or fines are due and payable upon receipt.

*****PLEASE DETACH AND RETURN WITH YOUR PAYMENT*****
TO ENSURE PROPER CREDIT

TO: Treasurer, City of Plymouth

Total Due: \$2,300.00

Amount Paid: _____

Invoice Number: 22-320-01,02,03

Please return payment to: 201 S Main St, Plymouth, Mi 48170 or the drop boxes located at the Plymouth Library or City Hall Lobby.

Sec. 54-51. Failure to Pay

When the city has responded to a false alarm, the charges set forth herein of the premises and forwarded to such owners by the city, and said charges shall be due and payable upon receipt.

Where the false alarm charge is not paid by the owner(s) within 60 days after the billing for such false alarm as set forth herein, then the City Manager shall cause to be recorded in the Treasurer's Office, the date and premises responded to. The recording of such statement shall constitute a lien on the property and shall remain in full force and effect for the amount due in principal and interest until final payment has been made and shall be collected in the manner provided by law for collection of taxes. Such provisions hereof shall be notice to every person concerned that the amount of the statement, plus interest, constitute a charge against the premises described in the statement that the same is due.

2082



City of Plymouth
201 S Main St
Plymouth, MI 48170
734-453-1234 x 219

May 2, 2023

Alarm ID: 320

SKLD Plymouth
105 Haggerty Rd
Plymouth, MI 48170

This is the **FINAL** alarm billing notice for the City of Plymouth. The charges reflect billing under Sec.54-47 of the Alarm Systems Ordinance 2000-14. Failure to respond can result in a suspension of alarm services provided by this agency along with additional involvement with the Treasurer's Office. See Sec 54-51 stated below.

| | | <u>Charges</u> | <u>Payments</u> | <u>Invoice No</u> | |
|----------|----------|----------------|-----------------|-------------------|-----------|
| 08/10/22 | 07:41 AM | Fire | \$500.00 | \$0.00 | 22-320-04 |

Fees and/or fines are due and payable upon receipt.

****PLEASE DETACH AND RETURN WITH YOUR PAYMENT****
TO ENSURE PROPER CREDIT

TO: Treasurer, City of Plymouth

Total Due: \$500.00

Amount Paid: _____

Invoice Number: 22-320-04

Please return payment to: 201 S Main St, Plymouth, Mi 48170 or the drop boxes located at the Plymouth Library or City Hall Lobby.

Sec. 54-51. Failure to Pay

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City of Plymouth
 201 S Main St
 Plymouth, MI 48170
 734-453-1234 x 219

May 2, 2023

Alarm ID: 216

Tim Hortons
 150 Plymouth Rd
 Plymouth, MI 48170

This is the **FINAL** alarm billing notice for the City of Plymouth. The charges reflect billing under Sec.54-47 of the Alarm Systems Ordinance 2000-14. Failure to respond can result in a suspension of alarm services provided by this agency along with additional involvement with the Treasurer's Office. See Sec 54-51 stated below.

| | <u>Charges</u> | <u>Payments</u> | <u>Invoice No</u> |
|--------------------------|----------------|-----------------|-------------------|
| 12/26/22 12:43 PM Police | \$100.00 | \$0.00 | 22-216-02 |

Fees and/or fines are due and payable upon receipt.

*****PLEASE DETACH AND RETURN WITH YOUR PAYMENT*****
 TO ENSURE PROPER CREDIT

TO: Treasurer, City of Plymouth

Total Due: \$100.00

Amount Paid: _____

Invoice Number: 22-216-02

Please return payment to: 201 S Main St, Plymouth, Mi 48170 or the drop boxes located at the Plymouth Library or City Hall Lobby.

Sec. 54-51. Failure to Pay

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RESOLUTION

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

WHEREAS, the City Administration has reported delinquent water charges in the amount of \$41,955.68 and other miscellaneous charges in the amount of \$9,650.77

WHEREAS, these delinquent charges totaling \$51,606.45 have remained unpaid and are transferable by City Charter and applicable Ordinances to the summer taxes

NOW, THEREFORE BE IT RESOLVED that the delinquent charges described above be assessed against the property benefitted and placed on the 2023 summer tax roll.



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 - Water & Sewer Rates - Rate Card #26 - 06-05-23.docx
Date: May 12, 2023
RE: Water & Sewer - Rate Card #26

Background

In March of 1999, the City Commission adopted an Ordinance, which requires that the City Administration annually review water and sewer rates to ensure that the rate structure is adequate to provide for expenses of the system. The Ordinance also requires that the rates and charges shall be fixed to preserve the system in good repair and working order for the long term and to provide for the debt obligations and for the maintenance of the system.

The City Finance Director John Scanlon has reviewed the new rate structures from Great Lakes Water Authority and Wayne County. In addition, we have reviewed the financial condition of the system. We also discussed this issue at the April Budget Study Session. At that time, we indicated that there would be an increase in both water and sewer rates. The recommendation is to raise rates to meet the new requirements for flat rate services and increases in water and sewer use fees from Great Lakes Water Authority (GLWA) and fund our on-going upgrades to our water and sewer system. The proposal would increase rates by \$.89 per thousand gallons of water to \$.38 per thousand gallons of water and increase the sewer rate by \$.51 for a rate of \$14.80 per thousand gallons of water used. This is a 6.43% increase in rates.

A home using 18,000 gallons of water per quarter would see an increase of \$16.02 per quarter. Their water bill would go from \$261.94 to \$277.96 per quarter. In 1999 the city saw rate increases of 27% in a single year. That was followed by a 9% in 2000, then a 10% increase in 2001. A complete history of the rate increases is attached to this packet. The new rate will cost the users of the system \$.0148 per gallon of water.

The proposed plan maintains fiscal responsibility for the Water and Sewer System ensuring funding for our Capital Outlay Projects, addresses the costs for the additional capacity purchased from WTUA, as well as increases in our wholesale purchase costs. Attached is a memorandum from Finance Director John Scanlon, along with information from the proposed budget that provides additional documentation.

We will need to continue to monitor water usage as we seen a significant drop in our commercial water use during covid. Now, that we are restarting the economy, we are hopeful that this will cause water usage to return to more normal levels and balance out. We are also seeing that late spring rains have caused a later than normal startup of sprinkler systems. We need to be aware of usage due to contract restrictions on volume of water and time of day use of water, as it relates to peak hour/peak day usage as well as overall gallons purchased.

Recommendation

The City Administration recommends that in order to comply with the 1999 Ordinance the City Commission should adopt Rate Card #26, effective July 1, 2023.

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



CITY OF PLYMOUTH

www.plymouthmi.gov

201 S. Main
Plymouth, Michigan 48170-1637

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

MEMORANDUM

Date: June 1, 2023
To: Paul J. Sincock, City Manager
From: John Scanlon, Finance Director
Subject: Water and Sewer Rates

Issue: Proposed Water and Sewer Rates – 2023-24 City Budget

Analysis: The Great Lakes Water Authority (GLWA), formerly the Detroit Water and Sewer Department (DWSD), annually reviews and revises its rates for all services early each year to take effect coincident with the beginning of the City fiscal year on the first of July. Beginning with start of the 2014/15 fiscal year, the Detroit Water and Sewer Department (DWSD) implemented a new rate structure proposal designed to simplify and stabilize future customer rates. The new structure is based on average historical costs and was intended to be held constant for a three-year period through fiscal year 2016/17. Because of the significant change in rate structuring and the impact of the Detroit bankruptcy proceedings on DWSD, the ability to hold rates fixed for three years was already in question.

The rates that took effect on July 1, 2014, reflected an increase of 5.3% for water charges and a .88% increase for sewer charges. However, during the following two years, sales volumes from GLWA decreased significantly for several reasons including: weather conditions, reaction to rate increases and ecological awareness. As a result of lower consumption and the lack of any stabilizing funding within the system, further changes to the financing system have been implemented. This includes a 20% shift in revenues from the commodity-based (water and sewer consumption-rate) charge system to the fixed-cost system and establishing overall rate goals generating 4% increases in revenue requirements.

After the rate adjustment, the City of Plymouth saw fixed monthly fees increase by 78%. The commodity rate, however, has reduced by 23%. This brings our total fixed charges to 60% and the commodity rate to 40% of the total charges. It was initially the goal of the GLWA to change over time to a 100% fixed-rate structure in order to solidify their revenue estimates, however, we have not seen any indication of that happening in the immediate future.

The annual cost to the City from GLWA to provide water and wastewater removal services for the City is approximately \$2.9 million or about 59% of the total Water and Sewer Fund budget of \$5 million. The remainder of the water and sewer budget is related to the costs of local staffing for maintenance of services and mains within the City, debt service on \$975,000 of outstanding bonds, funding of capital infrastructure

THE CITY OF HOMES

twitter.com/PlymouthMIgov

facebook.com/CityofPlymouthMI

projects, the purchase of additional 13 additional cubic feet of sewer capacity from WTUA (Western Townships Utilities Authority) and the maintenance of vital cash reserves due to the capital-intensive nature of these services.

In the past several years, the City Commission has focused on establishing rates that have not only kept pace with cost increases being passed on by Detroit and Wayne County (now GLWA), but that also have managed to accumulate reserves. These reserves are to offset unforeseen expenditures and provide funding for capital improvements to infrastructure in connection with the City's street reconstruction program. Fiscal year-end cash reserves have increased from \$63,593 on June 30, 2000, to \$4,654,565 on June 30, 2021. During the current 2021/22 fiscal year, water and sewer operations will transfer \$800,000 to the Water and Sewer Capital Improvement Fund to partially provide for repairs and replacement to both water and sewer mains as part of 2021 street construction plan. An additional \$800,000 is budgeted in the 2023/24 budget, to provide much-needed capital funding to assist in construction projects in conjunction with the 2019 street construction bond ballot proposal.

The City Commission has reviewed the proposed water and sewer rate analysis at Budget Session #1 on April 6, 2023. At that time, however, we did not know the total impact of the changes to the rate structure from GLWA. The analysis that follows includes the impact of the cost increases imposed for both water and sewer. The results of the water and sewer rate analysis indicate that, due to those increases, there is a proposed increase of \$.89 per thousand gallons of water consumed. This is an increase of 6.43%.

Following on pages 66 through 67 is the recommendation from the City Administration which is based on updated data through March of 2023, and which will be presented to the City Commission at a regular Commission meeting on June 5, 2023, recommending the adoption of the proposed rate increase of \$.89 per thousand gallons of water consumed.

The table below is an indication of the current and proposed charges for a typical residential customer with a 5/8-inch meter using 18,000 gallons **per quarter**.

| | R-T-S Charge | Water Charge | Sewer Charge | Total Charge |
|------------------------|---------------------|---------------------|---------------------|---------------------|
| Existing Average Costs | \$11.56 | \$109.80 | \$140.58 | \$261.94 |
| Proposed Average Costs | \$11.56 | \$116.64 | \$149.76 | \$277.96 |

The following proposed resolution is presented providing for the adoption of Rate Card #26, effective July 1, 2023. The recommendation and this resolution will be presented to the City Commission for acceptance at their regular meeting to be held on June 5, 2023.

Requested Action: Approve the 2023-24 Waste and Recycling Rate Resolution

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

Effective July 1, 2023

| City of Plymouth Water and Sewer Rate Card # 26 | | | | | |
|--|----------|--|-------------|--|-------------|
| Water Rate | | Sewer Rate | | Minimum Billing: 4,000 Gallons | |
| Per 1000 Gallons | | \$6.48 | \$8.32 | | |
| Ready to Serve Charges Quarterly Fees | | Water Tap Fees Plus Time and Material for City Inspections, Supervisors and Crew | | Sanitary Sewer Tap Fees/ Storm Sewer Tap Fees Plus Time and Material for City Inspections, Supervisors and Crew | |
| Meter Size | Charge | Tap Size | Charge | Tap Size | Charge |
| 5/8" | \$11.56 | Up to and including 1" Tap | \$3,530.00 | Up to and including 6" Tap | \$10,000.00 |
| 3/4" | \$13.00 | 1.5" Tap | \$3,750.00 | 8" Tap | \$25,000.00 |
| 1" | \$19.76 | 2" Tap | \$6,515.00 | 10" Tap | \$40,000.00 |
| 1.5" | \$39.65 | 3" Tap | \$11,410.00 | 12" Tap | \$55,000.00 |
| 2" | \$62.92 | 4" Tap | \$19,274.00 | 14" Tap | \$70,000.00 |
| 3" | \$117.96 | 6" Tap | \$38,792.00 | | |
| 4" | \$186.22 | 8" Tap | \$50,000.00 | | |
| 6" | \$389.20 | For Sizes Not Listed Multiply Tap Diameter By \$8125.00 | | | |

- > Commercial Sewer Surcharge-Fees are Billed as Mandated on a One-for-One Basis
- > Non-Residential Customers are Billed Monthly
- > There Will Be a Maximum of 20 Days From Water Billing Date to Due Date
- > New Water Service Meter Fee = Installation Time and Material plus 15%
- > There is a \$90.00 Fee for "After Hours" Water Turn on/off

ADDITIONAL SEWER FEES

Property owner is responsible for all sewer leads, pipes, and taps up to and including the connection to the City's mains. Property owner is responsible for the repair and/or replacement of any publicly owned property including, but not limited to grass, sod, top soil, trees, curb, gutter, street pavement and base material.

CONSTRUCTION PURPOSES

For building or construction purposes, the daily charges shall be made for the use of water from the time of installation of the service pipe until meter installation:

| Service Pipe Size | Charge |
|-------------------|----------|
| 3/4" | \$50.00 |
| 1" | \$60.00 |
| 1.5" | \$85.00 |
| 2" | \$115.00 |
| 3" | \$165.00 |
| 4" | \$195.00 |
| 6" | \$385.00 |
| 8" | \$750.00 |

All connections to the water supply system or the sewer disposal system shall be made by and at the expense of the property owner or user so connecting, subject to any rules or regulations therefore now or hereafter established by the city, and subject to inspection and approval prior to use. A permit for such connection shall be obtained in advance from the city, and the property owner or user making such connection shall pay all inspection charges now or hereafter established by the city prior to the use thereof.

Property owner is responsible for TAP compliance with ALL Federal, State or Local Rules, Regulations, or Laws.

TAPS RESTRICTED

The term "tap" as used herein shall include any opening or outlet heretofore or hereafter made in the water system, for the purpose of withdrawing water therefrom for any use, public or private, either commercial or domestic, excepting fire hydrants. No taps shall be made to the system unless authorized by the proper city authorities.

>> Non-Payment Penalty - 15% Added To Total Bill For All Bills Paid After The Due Date <<

WATER / SEWER RATE ANALYSIS

| Rate or Cost Item | Rate / Cost Charged as of 07/01/22 per Mcf | Proposed Rate Charged as of 07/01/23 per Mcf | Rate / Cost Increase per Mcf | Rate / Cost Increase Converted per 1000 gallons | Estimated Usage Gallons X 1000 | Cost Inc / (Dec) from prior year | Rate Inc / (Dec) Required | % Increase over Prior Year |
|---|--|--|------------------------------|---|--------------------------------|----------------------------------|---------------------------|----------------------------|
| Water Usage Rate | \$ 10.59 | \$ 11.10 | \$ 0.51 | \$ 0.06818 | 310,000 | \$ - | \$ - | |
| Water Usage Rate Converted to Fixed Costs | \$ 472,314 | \$ 495,060 | \$ 22,746 | N/A | N/A | \$ 22,746 | \$ - | 4.82% |
| Fixed Water Charge | \$ 708,000 | \$ 753,600 | \$ 45,600 | N/A | N/A | \$ 45,600 | \$ - | 6.44% |
| Sewer Usage Rate | \$ - | \$ - | \$ - | \$ - | 305,000 | \$ - | \$ - | |
| Sewer Usage Rate converted to Fixed Cost | \$ 1,489,522 | \$ 1,509,934 | \$ 40,412 | N/A | N/A | \$ 40,412 | \$ - | 2.75% |
| Fixed Administrative Costs | \$ - | \$ - | \$ - | N/A | N/A | \$ - | \$ - | |
| Fixed Excess Flow Charges | \$ - | \$ - | \$ - | N/A | N/A | \$ - | \$ - | |
| TOTAL RATE/FIXED COST CHANGES | \$ 2,649,836 | 2,756,594 | 106,758 | N/A | N/A | \$ 106,758 | \$ 0.35 | 4.10% |
| OTHER OPERATING COST CHANGES | \$ 2,185,017 | \$ 2,422,445 | \$ 237,428 | N/A | N/A | \$ 237,428 | \$ 0.77 | 10.87% |
| DEBT SERVICE COSTS | | | | | | | | |
| 1999 A Revenue Bonds | \$ - | \$ - | \$ - | | | \$ - | \$ - | |
| 1999 B Revenue Bonds | \$ - | \$ - | \$ - | | | \$ - | \$ - | |
| 1999 C Revenue Bonds | \$ - | \$ - | \$ - | | | \$ - | \$ - | |
| 2003 LTGO Bonds | \$ - | \$ - | \$ - | | | \$ - | \$ - | |
| 2012 LTGO Refunding Bonds | \$ 70,000 | \$ - | \$ (70,000) | | | \$ (70,000) | \$ - | |
| 2015 LTGO Capital Improvement Bonds | \$ 205,000 | \$ 205,000 | \$ - | | | \$ - | \$ - | |
| RVSDD SRP Debt | \$ 14,161 | \$ 15,292 | \$ 1,131 | | | \$ 1,131 | \$ - | |
| WTR/A Assignment of Additional Capacity | \$ 187,912 | \$ 187,912 | \$ 0 | | | \$ 0 | \$ - | |
| TOTAL DEBT SERVICE COST CHANGES | \$ 477,073 | \$ 408,204 | \$ (68,869) | | | \$ (68,869) | \$ (0.22) | -14.44% |
| CAPITAL OUTLAY COSTS | | | | | | | | |
| Direct Funding of Capital Outlay Costs | \$ 800,000 | \$ 800,000 | \$ - | | | \$ - | \$ - | 0.00% |
| Estimated net change for Capital Payments | \$ - | \$ - | \$ - | | | \$ - | \$ - | 0.00% |
| TOTAL CAPITAL OUTLAY COST CHANGES | \$ 800,000 | \$ 800,000 | \$ - | | | \$ - | \$ - | 0.00% |
| AMOUNT NEEDED FOR ADDITIONAL CASH RESERV | \$ - | \$ - | \$ - | | | \$ - | \$ - | n/a |
| TOTAL RATE AND FIXED COST INCREASES | | | | | | \$ 277,317 | \$ 0.89 | n/a |
| COST INCREASE CONVERTED TO RATE /1000 GALLONS* | | | | | | \$ 0.89 | \$ - | |
| CURRENT COMBINED WATER/SEWER RATE | | | | | | \$ 13.91 | \$ - | |
| RATE NEEDED TO COVER 2021 / 2022 COST - INCREASE/DECREASE* | | | | | | \$ 14.80 | \$ 0.89 | 6.43% |
| RATE RECOMMENDED FOR 2022 / 2023 | | | | | | \$ 14.80 | \$ 0.89 | 6.43% |

| | | |
|-----------------------|------------------------|------------------------|
| Existing Rates: | Water - \$ 6.10 | Sewer - \$ 7.81 |
| + Proposed Changes: | Water - \$.38 | Sewer - \$.51 |
| Proposed Rate: | Water - \$ 6.48 | Sewer - \$ 8.32 |

* Water rate increase effective as of 7/1/2023

WATER / SEWER FUND HISTORY - KEY FINANCIAL FACTORS

| Fiscal Year Ending | INCOME AND RETAINED EARNINGS | | | | MAJOR COSTS | | | LIQUIDITY | | RATES | | | | |
|----------------------|------------------------------|--------------------|------------------|----------------|-------------------|------------------|------------------|------------------|------------------|------------------|-------------|-------------|--------------|-----------|
| | Operating Revenues | Operating Expenses | Operating Income | Net Income | Retained Earnings | Water Purchases | Sewer Charges | Capital Expenses | Year End Cash | Working Capital | Water | Sewer | Total | % Chg |
| 1999 | 2,062,266 | 2,256,977 | (194,711) | (249,571) | 991,556 | 437,280 | 591,025 | 230,299 | 122,627 | 348,673 | 2.21 | 2.81 | 5.02 | 27% |
| 2000 | 2,542,426 | 2,178,416 | 364,010 | (254,395) | 1,245,951 | 449,646 | 587,465 | 498,218 | 63,993 | 757,217 | 2.36 | 3.10 | 5.46 | 9% |
| 2001 | 2,618,902 | 2,287,079 | 331,823 | 164,644 | 1,410,595 | 464,919 | 700,286 | 274,433 | 276,965 | 974,064 | 2.59 | 3.41 | 6.00 | 10% |
| 2002 | 2,658,255 | 2,360,052 | 298,203 | 168,351 | 1,578,946 | 500,939 | 662,529 | 601,226 | 210,951 | 690,258 | 2.97 | 3.92 | 6.89 | 15% |
| 2003 | 3,187,916 | 2,681,534 | 506,382 | 354,976 | 4,098,083 | 603,118 | 734,352 | 1,230,870 | 52,818 | 568,697 | 3.48 | 4.60 | 8.08 | 17% |
| 2004 | 3,371,611 | 2,516,438 | 855,173 | 692,628 | 4,838,561 | 521,532 | 739,039 | 526,693 | 139,269 | 697,884 | 3.85 | 5.09 | 8.94 | 11% |
| 2005 | 3,626,127 | 2,465,945 | 1,160,182 | 977,847 | 5,891,408 | 552,375 | 701,897 | 447,367 | 1,010,173 | 1,699,108 | 4.01 | 5.30 | 9.31 | 4% |
| 2006 | 3,700,885 | 2,337,178 | 1,363,707 | 1,254,615 | 7,217,229 | 504,564 | 675,451 | 266,263 | 2,078,171 | 2,806,013 | 4.10 | 5.41 | 9.51 | 2% |
| 2007 | 3,683,801 | 2,598,151 | 1,085,650 | 1,027,252 | 8,244,481 | 544,535 | 719,121 | 468,221 | 2,392,406 | 3,268,813 | 4.10 | 5.41 | 9.51 | 0% |
| 2008 | 3,774,116 | 2,546,347 | 1,227,769 | 1,188,659 | 9,433,140 | 582,815 | 759,442 | 193,512 | 3,096,238 | 3,695,497 | 4.10 | 5.41 | 9.51 | 0% |
| 2009 | 3,717,993 | 2,342,181 | 1,375,812 | 1,232,232 | 10,665,372 | 504,719 | 722,807 | 1,579,599 | 3,113,910 | 3,852,983 | 4.38 | 5.77 | 10.15 | 7% |
| 2010 | 3,795,597 | 2,504,049 | 1,291,548 | 1,116,021 | 11,781,393 | 534,025 | 779,550 | 644,442 | 3,523,224 | 4,334,767 | 4.38 | 5.77 | 10.15 | 0% |
| 2011 | 3,738,598 | 2,782,379 | 956,219 | 787,603 | 12,568,996 | 611,852 | 919,812 | 776,840 | 4,077,552 | 4,803,148 | 4.38 | 5.77 | 10.15 | 0% |
| 2012 | 3,802,831 | 3,176,187 | 626,644 | 624,371 | 13,193,367 | 712,073 | 1,125,479 | 741,562 | 4,411,879 | 5,102,600 | 4.48 | 5.88 | 10.36 | 2% |
| 2013 | 4,073,087 | 3,189,808 | 883,279 | 818,950 | 14,012,317 | 758,441 | 1,190,114 | 1,021,290 | 4,594,220 | 5,053,603 | 4.67 | 6.04 | 10.71 | 3% |
| 2014 | 3,826,287 | 3,412,434 | 413,853 | 353,878 | 14,366,195 | 778,262 | 1,211,867 | 448,467 | 4,712,344 | 5,404,392 | 4.75 | 6.14 | 10.89 | 2% |
| 2015 | 3,718,733 | 3,404,533 | 314,200 | 218,083 | 14,584,278 | 771,022 | 1,220,795 | 1,372,324 | 4,533,524 | 4,371,981 | 4.94 | 6.40 | 11.34 | 4% |
| 2016 | 3,903,433 | 3,530,272 | 373,161 | 286,510 | 14,870,788 | 940,365 | 1,224,437 | 1,125,260 | 4,729,311 | 5,157,647 | 4.94 | 6.40 | 11.34 | 0% |
| 2017 | 4,101,995 | 4,040,101 | 61,894 | 301,612 | 15,172,400 | 1,024,478 | 1,242,108 | 183,831 | 4,724,978 | 5,336,563 | 5.07 | 6.56 | 11.63 | 3% |
| 2018 | 3,987,919 | 3,980,555 | 7,364 | 73,016 | 15,245,416 | 1,057,627 | 1,236,322 | 53,286 | 4,781,535 | 5,252,142 | 5.26 | 6.81 | 12.07 | 4% |
| 2019 | 4,574,418 | 4,185,770 | 388,648 | 330,824 | 15,576,240 | 1,067,572 | 1,215,005 | 1,075,037 | 4,722,532 | 5,113,249 | 5.33 | 6.90 | 12.23 | 1% |
| 2020 | 4,357,880 | 4,401,037 | (43,157) | (1,085) | 15,575,155 | 1,091,128 | 1,363,630 | 284,230 | 4,925,293 | 5,144,951 | 5.35 | 6.90 | 12.25 | 0% |
| 2021 | 4,467,334 | 4,784,585 | (317,251) | (327,701) | 15,247,454 | 1,129,193 | 1,804,810 | 737,992 | 3,753,932 | 4,384,565 | 5.35 | 7.37 | 12.72 | 4% |
| 2022 | 4,554,855 | 4,808,749 | (253,894) | (259,642) | 14,987,812 | 1,140,814 | 1,742,626 | 929,255 | 2,789,046 | 3,438,148 | 5.71 | 7.37 | 13.08 | 3% |
| *2023 | 3,721,222 | 4,282,503 | (561,281) | 342,494 | 15,918,734 | 720,894 | 1,220,618 | 217,355 | 2,331,021 | 3,713,148 | 6.10 | 7.81 | 13.91 | 9% |
| **2023 | 4,961,630 | 5,710,004 | (748,374) | 385,401 | 15,226,189 | 961,192 | 1,627,490 | 289,807 | 4,847,128 | 5,324,191 | 6.10 | 7.81 | 13.91 | 9% |
| PROPOSED 2024 | 5,152,425 | 4,202,640 | 949,785 | 871,245 | 16,789,979 | 1,077,740 | 1,405,560 | 690,000 | 5,028,373 | 8,009,834 | 6.48 | 8.32 | 14.80 | 6% |

* Through nine months of fiscal year 2022/23
 ** Projected through June 30, 2023

Resolution

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

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

WHEREAS, the Great Lakes Water Authority has imposed rate adjustments for wholesale water and sewer service charges to the City of Plymouth effective July 1, 2023, and

WHEREAS, other operating and capital costs for both water and sewer operating systems have changed from the prior fiscal year, and

WHEREAS, total estimated costs for operations and capital needs for fiscal year 2022-23 have remained stable from those for fiscal year 2022-23.

NOW, THEREFORE, BE IT RESOLVED THAT; the City Commission of the City of Plymouth does hereby adopt Water and Sewer Rate Card #26 (attached to this resolution) to be effective for all services beginning on July 1, 2022 establishing a water rate \$6.48 per 1,000 gallons consumed and a sewer rate of \$8.32 per 1,000 of water consumed for fiscal year 2023-24.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby directed to publish Water and Sewer Rate Card #26 to inform the residents of the newly established rate structure.



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 - Water & Sewer Rates - Rate Card #26 - 06-05-23.docx
Date: June 2, 2023
RE: Approval of Purchase Agreement – Wira Property

At the May 15, 2023, City Commission Meeting, the City Commission authorized the Mayor and the attorney to sign the Memorandum of Understanding (MOU) and to enter into a Purchase Agreement to finalize the acquisition of the parcel of land west of the Saxton's property. The MOU has been completed and the attorneys representing the city and the seller have reached agreement on the language contained in the attached Purchase Agreement.

The signing of the Purchase Agreement finalizes the deal between the city and Mr. Wira and begins the process of closing on the property. Once the property closes, the city will control the entirety of the parking lot area and can begin the process of reconstructing the area back into a more complete, usable parking lot.

You will recall that we have indicated that this additional property will allow for a more complete parking project, which will include underground stormwater management, EV charging stations, and landscape buffer areas, as well as lighting. The purchase of the property will not create any delays with construction. The underground storm water system will simply need to add a couple chambers based on the additional calculation. The Engineer has already expanded the previous concept to include the additional area to add a few extra parking spots via a field change.

Recommendation

We recommend the City Commission confirm the authorization from the May 15, 2023, City Commission meeting to finalize the Purchase Agreement between the city and Ann Arbor Building, LLC (Mr. Wira) for the purchase of the parcel #006-10-0708-002 as listed in the attached Purchase Agreement. This authorization can move this project toward closing on the property and once closed, we can begin constructing the approved parking lot plan.

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

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 2023 (the "Effective Date"), by and among ANN ARBOR BUILDING, L.L.C., a Michigan limited liability company, (the "Seller"), and the CITY OF PLYMOUTH, a Michigan municipal corporation (the "Buyer"). Buyer and Seller are sometimes referred to, individually, as a "Party" and, together, as the "Parties."

RECITALS

A. Seller owns certain real property located in the City of Plymouth, County of Wayne, State of Michigan, with Parcel Identification Number 006-10-0708-002 (the "Real Property"), as more particularly described on **Exhibit A** attached hereto.

B. Buyer is desirous to buy from Seller and Seller is desirous to sell the Real Property to the Buyer.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, and for other good and valuable consideration, Buyer and Seller agree as follows:

AGREEMENT

1. PURCHASE AND SALE. Subject to the terms and conditions herein contained, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, all of Seller's interest in the following property, subject to the Permitted Exceptions (as defined below) (collectively the "Property"):

(a) The Real Property;

(b) All improvements now or hereafter located on or under the Real Property (collectively the "Improvements");

(c) All right, title and interest of Seller in and to: (i) all public or private streets, roads, or alleys, adjoining or abutting the Real Property; (ii) any and all strips and gores of land adjoining the Real Property; and (iii) all the estate, rights, privileges, easements and appurtenances belonging or in anywise appertaining to the Real Property or the Improvements.

2. PURCHASE PRICE.

(a) The purchase price for the Property shall be Four Hundred Five Thousand and 00/100 Dollars (\$405,000.00) (the "Purchase Price"). The Purchase Price shall be subject to such pro-rations, credits, allowances or other adjustments as provided for in this Agreement (the "Pro-Rated Items").

(b) The Purchase Price shall be payable as follows:

- (i) At the time of closing, the Seller shall pay Four Hundred Five Thousand and 00/100 (\$405,000.00) Dollars plus or minus the Pro-Rated Items at Closing, to be paid by Buyer to the Seller by wire transfer or other immediately available funds.

3. TIME OF CLOSING/PLACE OF CLOSING. If title to the Property can be conveyed in the condition required under this Agreement, subject to the other terms and conditions hereof, Buyer and Seller agree to consummate the transactions contemplated herein (the "**Closing**") on or before the date thirty (30) days after expiration of the Inspection Period pursuant to this Agreement (the "**Closing Date**"). The Closing shall take place at the Title Company, remotely or other mutually agreed upon location on a specific date and time mutually acceptable to the Parties.

4. COMMITMENT FOR TITLE POLICY AND SURVEY.

(a) Within three (3) days following the Effective Date, Seller shall order, at Seller's cost and expense, (together with a copy of all exceptions) a complete commitment for an owner's extended policy of title insurance (without exceptions) insuring marketable, fee simple title on a 2006 jacket (the "**Title Commitment**") issued by Liberty Title Agency, Inc., ("**Title Company**"), in an amount equal to the Purchase Price. Seller shall pay the premium for the Title Company to deliver to Buyer at the Closing a "marked up" title commitment (or, at Buyer's election, a pro forma owner's title insurance policy) for an owner's policy of title insurance showing title in the manner required hereunder: (i) without standard exceptions; and (ii) in the amount of the Purchase Price (the "**Title Policy**"). In the event that Buyer desires to have a title insurance policy without standard exceptions, the cost of the survey required for the Title Company to provide a title insurance policy without standard exceptions shall be borne by Buyer, as set forth below in Section 4(b). Seller will cooperate in providing the Title Company with an owner's affidavit to Seller's knowledge, without investigation, and any other reasonable documentation in its possession or control needed to remove the standard exceptions on the title commitment, to the extent such affidavit and documentation do not add to, expand or extend Seller's representations in this Agreement. The cost of the title search, the issuance of the Title Commitment and the issuance of the Title Policy shall be Seller's expense, however, the cost of any lender's policy or endorsements to the Title Policy that "insure over" defects in Seller's title or otherwise cure Buyer's objections to title, or the cost of any other endorsements to the Title Policy which Buyer desires that are available at an additional expense shall be at Buyer's cost.

(b) Buyer may procure, at its option and with no obligation to do so, at Buyer's cost, an ALTA/ACSM survey of the Property (the "**Survey**"). If Seller has an ALTA/ACSM or other survey of the Property that was prepared prior to the Effective Date (an "**Existing Survey**"), Seller shall deliver to Buyer within five (5) days following the Effective Date a copy of such Existing Survey (to the extent Seller has an Existing Survey and such was not previously

delivered to Buyer). The legal description of the Property as set forth in the Title Commitment shall be used in all conveyance documents.

5. TITLE OBJECTIONS. Buyer shall have twenty-one (21) days after Buyer's receipt of the Title Commitment with complete, legible copies of the underlying documents to the extent available within which to deliver written notice to Seller of any objections to the status of Seller's title to the Property. If any such objection(s) to the Title Commitment are timely made, Seller shall have fifteen (15) days from the date such written objections have been delivered to Seller to (the "**Cure Period**"): (i) remedy the objections to Buyer's satisfaction (or agree in writing to have same remedied at or before Closing); or (ii) obtain title insurance over the objections satisfactory to Buyer. If Seller is unwilling or unable to so remedy the defect(s) within the Cure Period, then Buyer, at its option, may, upon written notice to Seller, ten (10) days after the (a) expiration of the Cure Period or the (b) date in which Seller notifies Buyer that Seller is unwilling or unable to remedy, whichever is earlier: (i) waive any defect(s) and the parties shall continue to perform their obligations, subject to the terms and conditions of this Agreement; or (ii) terminate this Agreement by notice to Seller, in which case the parties shall have no further liability or obligation under this Agreement, except for those liabilities and obligations which expressly survive the termination of this Agreement. In the event Buyer fails to make such election within such ten (10) day period, then Buyer shall be deemed to have elected to waive its objections to such defects and the parties shall continue to perform their obligations, subject to the terms and conditions of this Agreement. If Buyer does not terminate this Agreement, it will be deemed to have accepted such title matters objected to and the same shall be Permitted Exceptions as defined herein. If, within the time period specified above, Seller remedies the objections or obtains title insurance over the objections reasonably acceptable to Buyer, Buyer agrees to proceed under the terms of this Agreement, subject to the satisfaction of the remaining contingencies and the remaining conditions to Closing set forth herein. All easements, restrictions and other matters of record; public and utility easements; zoning and other municipal ordinances; drainage and utility district charges and assessments; general real estate taxes not yet due and payable; special and other assessments for improvements not yet completed, any matter disclosed on the Title Commitment or the Survey and other matters which would be disclosed by an accurate survey and/or inspection of the Property which Buyer has not objected to, has been remedied by Seller as provided above or with respect to which objection has been waived or deemed accepted by Buyer, shall be deemed "**Permitted Exceptions**." No interest of any tenant or other occupant shall be considered a Permitted Exception (except for such leases that will be terminated at or before Closing) and Buyer shall be deemed to have objected thereto (whether or not written notice of such objection is provided). If the Title Commitment is substantively and materially amended or supplemented with new exceptions (not as a result of Buyer's acts) after Buyer has submitted its objections (except for taxes and/or installments of assessments becoming due or lien), the same time periods, procedures and notices for objections and clearance of title shall apply to new matters disclosed thereby.

6. POSSESSION. Seller shall deliver, and Buyer shall accept, possession of the Property at Closing free of any and all tenants or other occupants.

7. TAXES, ASSESSMENTS, PRORATED ITEMS, RECORDING FEES.

(a) Any real property taxes shall be prorated and adjusted, Buyer to have the last day, to and including the Closing Date. Real property taxes shall be prorated on a "due date" basis as of the date of Closing on the assumption that such taxes are paid in advance. Taxes, penalties and interest for all prior years shall be paid by Seller. All general or special assessments on the Property which are billed or become due and payable on or before the date of Closing shall be paid in full by Seller. Any late fees, penalties or interest relating to taxes or assessments due before the date of Closing shall be solely Seller's responsibility and not subject to proration hereunder.

(b) Water bills and sewer bills and other utility charges, rates, rents, and other costs shall be paid by Seller up to, but not including, the Closing Date, and an escrow shall be created for same at Closing, or in lieu thereof, final reading(s) and billing(s) to Seller shall occur on the Closing Date, with Buyer responsible for the Closing Date.

(c) Any transfer taxes, State and County, relating to the sale of the Property shall be paid by Seller on the Closing Date and both Parties agree to execute any tax forms required in connection therewith.

(d) Buyer shall pay all recording fees for the Warranty Deed (as defined herein), and Seller shall pay all recording fees with respect to any documents required to be recorded in order to permit Seller to convey to Buyer title to the Property in the condition as required hereunder.

8. INSPECTION PERIOD. Buyer shall have ninety (90) days following the Effective Date (the "**Inspection Period**") to inspect and investigate the physical condition of the Buildings, zoning, and all other aspects of the Property, at Buyer's sole cost and expense. Buyer's right to inspect and investigate the Property shall include the right to conduct (or cause the conduct of) an environmental investigation of the Property (which may include Phase I and Phase II environmental site analyses). Buyer shall not unreasonably interfere with the business operations on the Property while conducting such inspections. Buyer shall provide reasonable advance notice to Seller by telephone of Buyer's on-site inspections and investigations, and Buyer shall schedule such inspections during non-business hours if requested by Seller. The rights granted to Buyer hereunder may be exercised by Buyer and/or its consultants and contractors and their respective agents and employees (collectively the "**Buyer Representatives**"). Buyer agrees to indemnify and hold Seller harmless from all costs, expenses, damages, injuries, claims, and liabilities ("**Damages**") arising out of Buyer's acts or omissions or those of the Buyer Representatives that may arise out of their entry or activities on the Property. Any and all test results obtained shall be kept confidential by Buyer, except as necessary for Buyer to distribute to its lenders and professional representatives, who Buyer agrees will hold same confidentially and not disclose same to any other person or entity. Within five (5) days following the Effective Date, Seller shall deliver to Buyer any third party reports regarding the Property which Seller may have in its possession or under its control (to the extent Seller has not previously delivered the same to Buyer), concerning environmental matters, soil tests results, asbestos and mold

reports, which shall all remain confidential as provided in this Agreement and not to be disclosed to any person or entity, except as necessary to distribute to its lenders or professional representatives as set forth above. Additionally, Seller agrees to cooperate fully with Buyer's reasonable requests for information, data, documents, and access to the Property as necessary or desirable for Buyer's due diligence. Buyer's obligations under this Section shall survive any termination of this Agreement.

The Buyer may extend the Initial Inspection Period for up to thirty (30) days (the "**Extension Period**") and, together with the Initial Inspection Period, shall be the "**Inspection Period**") upon written notice to Seller at any time prior to expiration of the Inspection Period. All other terms of the Initial Inspection Period regarding access to the Property reasonable cooperation, confidentiality and indemnification shall apply to the parties in the Extension Period.

Buyer may, in its sole and absolute discretion, for any reason, or for no reason, elect at any time on or prior to the expiration of the Inspection Period, as may be extended, to terminate this Agreement by providing written notice thereof to Seller (a "**Termination Notice**") delivered to Seller during the Inspection Period at which time this Agreement shall be deemed terminated and neither Party shall have any further liability to the other hereunder, except as set forth herein. At any time on or prior to the expiration of the Inspection Period, as may be extended, Buyer may provide written notice to Seller that Buyer is satisfied with its due diligence inspection of the Property (the "**Satisfaction Notice**") in which event the Parties shall proceed to Closing, subject to the conditions set forth herein. In the event that Buyer fails to provide Seller with either a Termination Notice or Satisfaction Notice on or prior to the expiration of the Inspection Period, then it shall be deemed that Buyer has provided Seller with a Satisfaction Notice.

9. CONDITIONS PRECEDENT.

(a) Buyer's obligation to purchase the Property and to pay the Purchase Price and to make the closing deliveries required under this Agreement is expressly subject to the satisfaction of the following conditions precedent:

(i) On the Closing Date, all of Seller's representations and warranties shall be true and correct and Seller shall have performed each covenant to have been performed by Seller under this Agreement.

(ii) On the Closing Date, there shall be no litigation, arbitration, administrative hearing and/or proceeding pending, seeking: (A) to enjoin the consummation of the transactions contemplated hereunder or cause the transactions contemplated hereunder to be rescinded after consummation thereof; (B) to recover title to the Property, or any part thereof or any interest therein; or (C) to enjoin the violation of any law, rule, regulation, restrictive covenant or zoning ordinance on the Property.

(iii) Buyer shall have received all such instruments and documents as Buyer's counsel shall reasonably require and timely request to the extent same are

customary in transactions of this kind to establish the power and authority of Seller to execute and deliver this Agreement and to carry out Seller's obligations hereunder.

(iv) Seller shall have made all of the closing deliveries required under the terms of this Agreement.

(v) Any leases or occupancy agreements with respect to the Property have been terminated.

(vi) Buyer receives satisfactory approvals, in its sole discretion, from governmental authorities, for Buyer's intended project on or before the expiration of the Inspection Period.

Buyer may, at its election, waive any of the foregoing conditions precedent set forth above, and proceed with the Closing of the transaction contemplated by this Agreement. In the event that Closing has been consummated, then all remaining unsatisfied conditions precedent shall be deemed to have been waived.

(b) Seller's obligation to sell the Property and to make the closing deliveries required under this Agreement is subject, without limitation, to the satisfaction of the following conditions precedent:

(i) Payment of the Purchase Price by Buyer to Seller on the Closing Date, plus or minus any prorations or adjustments applicable herein.

(ii) On the Closing Date, all of Buyer's representations and warranties shall be true and correct and Buyer shall have performed in all material respects each covenant to have been performed by Buyer under this Agreement within the time specified.

(iii) Seller shall have received all such instruments and documents as Seller's counsel shall reasonably require and timely request, to the extent same are customary in transactions of this kind, to establish the power and authority of Buyer to execute and deliver this Agreement and to carry out Buyer's obligations hereunder.

(iv) Buyer shall have made all of the closing deliveries required under the terms of this Agreement.

Seller may, at its election, waive any of the foregoing conditions precedent set forth above, and proceed with the Closing of the transaction contemplated by this Agreement.

10. CLOSING DOCUMENTS.

(a) On the Closing Date, Seller shall deliver the following (which shall be executed by Seller, and such other party, or parties, as may be designated therein, and where required acknowledged):

(i) A Warranty Deed (the “**Deed**”) conveying the Property to Buyer, together with a Real Estate Transfer Tax Valuation Affidavit (the “**RETTVA**”) with respect to the Property, subject to the Permitted Exceptions.

(ii) A termination of any existing lease agreements or occupancy agreements related to the Property executed by Seller and any lessee or occupant of the Property.

(iii) A certificate of Seller confirming the truth and correctness of all representations and warranties of Seller set forth in Section 15(a) hereof from the Effective Date to, and as of, the Closing Date.

(iv) A closing statement and such other documents as may be reasonably required by the Title Company.

(b) On the Closing Date, Buyer shall deliver the following:

(i) The Closing Payment to the Seller.

(ii) A certificate of Buyer confirming the truth and correctness of all representations and warranties of Buyer set forth in Section 15(b) hereof from Effective Date to, and as of, the Closing Date.

(iii) A closing statement and such other documents as may be reasonably required by the Title Company.

11. **AS-IS.** EXCEPT FOR THE WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER’S PURCHASE OF THE PROPERTY HEREUNDER WILL BE “**AS-IS, WHERE-IS, WITH ALL FAULTS**”. EXCEPT FOR THE WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER WILL BE CONCLUDING THE PURCHASE OF THE PROPERTY BASED SOLELY ON ITS AND ITS AGENTS’ AND CONSULTANTS’ INSPECTION AND INVESTIGATION OF THE PROPERTY AND ON DOCUMENTS AND OTHER MATERIALS RELATED THERETO AND WILL BEAR ANY RISK THAT SUCH INSPECTIONS, INVESTIGATIONS, DOCUMENTS AND OTHER MATERIALS ARE INCOMPLETE OR OTHERWISE FAIL TO DISCLOSE ANY MATERIAL PROBLEM WITH RESPECT TO THE PROPERTY. WITHOUT LIMITING THE FOREGOING, BUYER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE ANY REPRESENTATIONS AND WARRANTIES ON WHICH BUYER IS RELYING AS TO ANY MATTERS CONCERNING THE PROPERTY.

12. **DEFAULT; TERMINATION.** In the event of a default by Buyer under this Agreement, following the expiration of ten (10) days’ advance notice and opportunity to cure, Seller shall be entitled to terminate this Agreement as Seller’s sole and exclusive remedy and neither Party shall have any further liability to the other under this Agreement, except for those liabilities that survive termination. In the event of a default by Seller

hereunder following the expiration of ten (10) days' advance notice and opportunity to cure, Buyer shall be entitled to elect one of the following remedies as its sole and exclusive remedy: (a) termination of this Agreement or (b) the right to seek specific performance.

13. NOTICES. Any notice, demand, or other communication required to be given or to be served upon any Party hereunder shall be in writing and delivered to the person to whom the notice is directed, either: (a) in person or (b) delivered by overnight delivery service (including any express mail or overnight delivery service). Any notice, demand, or other communication given by overnight delivery service for next business day delivery shall be deemed given on the date of deposit with the overnight carrier for next business day delivery. Any notice, demand, or other communication given other than by overnight carrier shall be deemed to have been given and received when delivered to the address of the Party to whom it is addressed as stated below.

If to Seller:

Ann Arbor Building, L.L.C.
729 W. Ann Arbor Trail
Plymouth, MI 48170

If to Buyer:

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

with a copy
(which shall not constitute notice) to:

Dennis Cowan
Plunkett Cooney
38505 Woodward Ave., Suite 100
Bloomfield Hills, Michigan 48304

Keith Kecskes
Kecskes, Gadd & Parker, P.C.
621 S. Main Street
Plymouth, MI 48170

14. GENERAL PROVISIONS. The pronouns and relative words herein used are written in the masculine and singular only. If more than one person or entity joins in the execution hereof as Seller or Buyer, or either Party is of the feminine sex or an entity, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective Parties.

15. ADDITIONAL DOCUMENTS. Each Party agrees to execute any additional documents reasonably requested by the other Party to carry out the intent of this Agreement.

16. SELLER'S AND BUYER'S REPRESENTATIONS, WARRANTIES AND DISCLOSURES.

(a) Seller represents, warrants and discloses to Buyer that:

(i) To the best of Seller's knowledge, all business operations on the Property have been conducted in compliance with and are not in violation of any certificates, licenses, approvals, registrations and authorizations required under Environmental Laws applicable to the Property, and no notice, citation, summons or order has been issued to or received by Seller from any governmental authority or agency with respect to an alleged violation of any Environmental Laws at the Property.

As used herein, "**Environmental Law(s)**" means all federal, state or local laws, rules, regulations, statutes, ordinances, regulating human health or safety, industrial hygiene or environmental conditions, protection of the environment, pollution or contamination of the air, soil, surface water or groundwater, and includes, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*, the Clean Water Act, 33 U.S.C. §1251 *et seq.*, the Clean Air Act, as amended, 42 U.S.C. §7401 *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. §651 *et seq.*, the Hazardous Substances Transportation Act, 49 U.S.C. §1801 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §1321 *et seq.*, the Emergency Planning and Community Right to Know Act, 42 U.S.C. 11001 *et seq.*, and the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.* and any State counterparts; including but not limited to Part 201 of the Natural Resources and Environmental Protection Act (MCL §324.20101 *et seq.*).

(ii) Seller owns the Property and has all rights to sell the Property to Buyer in accordance with the terms of this Agreement and the obligations of Seller herein contained and contemplated hereby are and will be binding and enforceable on Seller.

(iii) Seller has not received any written outstanding court order, writ, injunction or decree of any court, arbitration panel or governmental agency affecting Seller which restricts the ability of Seller to sell the Property to Buyer in accordance with the terms of this Agreement.

(iv) Seller has received no written notice of any pending or threatened condemnation of the Property.

(v) From the Effective Date to the Closing Date, Seller shall not transfer any of the Property, grant any options to purchase in connection therewith or related thereto, or affirmatively create any easement or mortgage the Property without the Buyer's written consent.

(vi) There are no leases, service contracts, management agreements or other similar contracts, to which Seller is a party to with respect to the Property that will be binding on Buyer that will not be terminated at Closing.

(vii) Seller has not been served with any written notices of intention to claim a construction lien against the whole or any part of the Property.

(viii) There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any debtor relief laws filed by Seller with respect to the Property.

(ix) To the best of Seller's knowledge, neither this Agreement, nor any document or instrument to be signed by Seller in connection with this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary to make each statement contained herein or therein not materially misleading.

(x) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code 1986, as amended, or any regulations promulgated thereunder.

(xi) Seller has good and marketable title in fee simple to the Property. The Property has not been assigned or conveyed to any party. Seller shall, at Closing, have the right to convey the Property pursuant to the terms of this Agreement. No Person (other than Buyer pursuant to this Agreement) has a right to acquire any interest in the Property.

(xii) There are no judgments presently outstanding and unsatisfied against Seller or the Property. Neither Seller nor the Property is involved in any litigation at law or in equity, or any other proceeding before any court, or by or before any governmental or administrative agency, whether relating to the transaction contemplated hereby or otherwise, and no such litigation or proceeding is threatened or pending but not yet served against Seller or the Property.

(xiii) All installations, repairs, alterations or any other work done or being done to the Property, have been paid in full.

(xiv) To the best of Seller's knowledge, all public utilities currently serving the Property and public and quasi-public improvements upon or adjacent to the Property (including, without limitation, all applicable electric lines, water lines, gas lines and telephone lines): (i) are adequate to service the requirements of the Property and all payments for same have been made; (ii) enter the Real Property directly through adjoining public streets and do not pass through adjoining private land; and (iii) are installed and operating and all installation and connection changes have been paid for in full.

Seller's representations and warranties shall survive the Closing Date for a period of six (6) months.

(b) Buyer represents, warrants and discloses to Seller:

(i) (A) As of the Closing Date, Buyer has all requisite power and authority under the laws of the State of Michigan and the Plymouth City Charter, to enter into this Agreement and to perform the obligations of Buyer hereunder; and (B) the obligations of Buyer herein contained and contemplated hereby are and will be binding and enforceable on Buyer.

(ii) There is no outstanding order, writ, injunction or decree of any court, arbitration panel or governmental agency affecting Buyer which would in any manner impede or impair the ability of Buyer to purchase the Property from Seller in accordance with the terms of this Agreement.

(iii) To Buyer's actual knowledge, without investigation, neither this Agreement, nor any document or instrument to be signed by Buyer in connection with this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary to make each statement contained herein or therein not materially misleading.

(iv) This Agreement has received approval of the City Commission of Buyer.

Buyer's representations and warranties shall survive the Closing Date.

17. OPERATION OF THE PROPERTY. From the Effective Date through the Closing Date, Seller shall:

(a) Keep and maintain in full force and effect similar insurance coverage with regard to Seller and/or the Property as Seller maintains as of the Effective Date.

(b) Subject to the provisions herein upon a casualty prior to Closing, keep and preserve the Property in substantially the same condition than existing as of the Effective Date.

(c) Not, without obtaining the prior written consent of Buyer which consent may be withheld by Buyer in Buyer's sole and absolute discretion, enter into any lease or other agreement with respect to the Property which will extend in force beyond the Closing Date and which binds Buyer or the Property thereafter.

(d) Not, without obtaining the prior written consent of Buyer which consent may be withheld by Buyer in Buyer's sole and absolute discretion, initiate a change in the zoning applicable to the Property.

(e) Provide Buyer with prompt written notice of any claims, litigation, arbitration, administrative hearings, proceedings or investigations relating to the Property of which Seller receives written notice delivered to it after the Effective Date.

(f) Pay all utility charges and other service charges accrued through the date of closing.

18. INDEMNIFICATION.

(a) Seller covenants and agree to indemnify, defend, protect and hold harmless, Buyer and its respective officials, officers, employees, or agents (individually a "**Buyer Indemnified Party**" and collectively the "**Buyer Indemnified Parties**") from, against and in respect of all liabilities, losses, claims, damages, causes of action, lawsuits, administrative investigations, audits, demands, assessments, adjustments, judgments, settlement payments, deficiencies, penalties, fines, interest (including interest from the date of such damages), costs and expenses (including without limitation reasonable attorneys' fees and disbursements of every kind, nature and description) but net of any insurance and tax benefits and excluding any consequential or incidental damages (collectively, "**Damages**") suffered, sustained or incurred or paid by the Buyer Indemnified Parties in connection with, resulting from or arising out of: (i) any material breach of any representation or warranty of Seller as set forth in this Agreement or in any instrument executed by Seller and delivered to Buyer at Closing within six (6) months from the Closing Date; (ii) the assertion against any Buyer Indemnified Party of any Damages relating to injury on the Property accruing and/or occurring prior to the Closing Date, except for any such Damages in connection with Buyer's inspection of the Property under this Agreement; or (iii) any unpaid taxes of Seller with respect to the Property to any local, State or Federal governmental authority that would be Seller's responsibility under the terms of this Agreement. The above indemnity is expressly subject to Buyer delivering notice to Seller within ten (10) days of any Buyer Indemnified Party having knowledge of any matter or action or similar proceeding that triggers such Damages and Buyer shall have the sole option of defending itself and controlling any defense thereof.

(b) Buyer hereby covenants and agrees to indemnify, defend, protect and hold harmless, Seller and its respective officers, directors, employees, partners, members, managers, assigns, successors and affiliates (individually a "**Seller Indemnified Party**" and collectively the "**Seller Indemnified Parties**") from, against and in respect of all Damages (as defined in Section 17(a) above) suffered, sustained or incurred or paid by the Seller Indemnified Parties in connection with, resulting from or arising out of: (i) any material breach of any representation or warranty of Buyer as set forth in this Agreement or any document, instrument, schedule or certificate, delivered by or on behalf of Buyer in connection therewith; or (ii) the assertion against any Seller Indemnified Party of any Damages relating to the Property occurring and accruing after the Closing Date, or the actions or omissions of the officials, officers, employees or agents of Buyer after the Closing Date. The above indemnity is expressly subject to Seller delivering notice to Purchaser within ten (10) days of any Seller Indemnified Party having knowledge of any matter or action or similar proceeding that trigger such damages and Seller shall have the sole option of defending itself and controlling any defense thereof.

19. SECTIONS AND OTHER HEADINGS. Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

20. TIME. In computing any period of time prescribed by the terms of this Agreement, the day from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday (i.e., not a "**Business Day**"), in which event the period shall run until the end of the next day which is a Business Day. In the event any day on which any act is to be performed by Seller or Buyer under the terms of this Agreement is not a Business Day, the time for the performance by Seller or Buyer of any such act shall be extended to the next day which is a Business Day.

21. WAIVER. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

22. EMINENT DOMAIN. If before Closing all or any part of the Property is taken by eminent domain, Buyer may terminate this Agreement, whereupon the Deposit shall be returned to Buyer. If Buyer does not terminate, this Agreement will remain in effect and Seller will assign to Buyer all of Seller's rights to receive any awards that may be made for such taking.

23. RISK OF LOSS. Risk of loss to the Property from casualty shall be borne by Seller until the Closing and Seller shall be entitled to all insurance proceeds from any such loss (subject to the following). If the Property or any such part thereof is substantially damaged or destroyed as a result of such casualty, Seller shall immediately notify Buyer and Buyer may elect in a writing delivered to Seller within ten (10) Business Days thereafter to: (a) proceed with the Real Estate Transaction and be entitled to an assignment of all net insurance proceeds paid to Seller as a result of such casualty, less any costs of restoration incurred and paid for by Seller; or (b) terminate this Agreement, whereupon the Parties shall have no further liability to each other, except as set forth herein. If Buyer fails to make an election within ten (10) Business Days after receipt of Seller's notice of such casualty, Buyer shall be deemed to have elected to proceed with the Real Estate Transaction pursuant to clause (a) of this Section 23.

24. COOPERATION/FURTHER ASSURANCES. The Parties hereto agree to cooperate with each other in every reasonable way in carrying out the Real Estate Transaction and in obtaining and delivering all required closing documents. Time shall be of the essence. After the Closing Date, at the request of Buyer, Seller will execute and deliver to Buyer such other instruments of conveyance and transfer and take such other actions as Buyer may reasonably require to more effectively convey, transfer to, and vest in Buyer marketable, insurable, fee simple title to the Property, in the manner required hereunder, subject only to the Permitted Exceptions. In addition, after the Closing Date, Seller and Buyer agree to cooperate with each other in every reasonable way to make any necessary

adjustments or corrections to the closing documents and the prorations contained on the closing statement. The provisions of this Section applicable to period(s) after the Closing Date shall survive the Closing Date.

25. ENTIRE AGREEMENT AND AMENDMENTS. This Agreement (and the Recitals, and the Exhibits attached hereto, which are by this reference incorporated herein and made a part hereof) constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, either oral or written, between the Parties with respect to the subject matter hereof. This Agreement may be amended or supplemented only by an instrument in writing executed by both Parties hereto.

26. SEVERABILITY. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if the invalid or unenforceable provisions were omitted.

27. NO THIRD-PARTY BENEFICIARIES. Except as otherwise specifically provided herein, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation other than Seller and Buyer, any rights or remedies under or by reason of this Agreement. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their successors, heirs and permitted assigns.

28. CHOICE OF LAW; JURISDICTION. It is the intention of the Parties that the laws of the State of Michigan should govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Parties.

29. REAL ESTATE COMMISSIONS. Both Seller and Buyer represent no Broker has been utilized in this transaction. Each of the parties indemnifies the other from any claim for commissions arising out of brokerage services provided to the indemnifying party.

30. EXPENSES; ATTORNEYS' FEES. Except as may be otherwise set forth in this Agreement, each of Seller and Buyer will pay all of its own expenses, including attorneys' and accountants' fees in connection with the negotiation of this Agreement, the performance of its obligations hereunder or thereunder, and the consummation of the transaction contemplated by this Agreement. Notwithstanding the foregoing Buyer and Seller shall share equally any closing escrow fees.

31. ARM'S LENGTH NEGOTIATIONS. Buyer and Seller each represent and warrant to the other that: (a) before executing this Agreement, said Party has fully informed itself of the terms, contents, conditions, and effects of this Agreement; (b) said Party has relied solely and completely upon its own judgment in executing this Agreement; (c) said Party has had the opportunity to seek and has obtained the advice of counsel before executing this Agreement; (d) said Party has acted voluntarily and of its own free will in executing this Agreement; (e) said Party is not acting under duress, whether economic or physical, in executing this Agreement; and (f) this Agreement is the result of arm's length negotiations

EXHIBIT A

Legal Description of the Real Estate

Real Estate situated in the City of Plymouth, County of Wayne, State of Michigan, described as follows:

PARCEL IDENTIFICATION: 26BB708B Lot 708 EXCEPT THE WESTERLY 15 FEET THEREOF "ASSESSOR'S PLYMOUTH PLAT NO. 20" OF PART OF THE SOUTHWEST 1/4 OF SECTION 26, TOWN 1 SOUTH, RANGE 8 EAST, CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, RECORDED IN LIBER 68, PAGE 42 OF PLATS, WAYNE COUNTY RECORDS.

Parcel ID#: 006-10-0708-002

Open.09992.80534.31127730-1

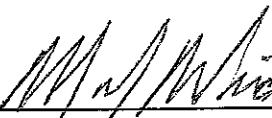
conducted by and between the Parties and their respective counsel. The representations and warranties set forth in this Section 31 shall survive the Closing or the termination of this Agreement.

32. CONFIDENTIALITY. Seller and Buyer will, prior to the Closing, keep all non-public information regarding this transaction or the other Party strictly confidential, except as may be required by law or in connection with any enforcement proceedings, including, without limitation, any lawsuit between the Parties. No press release or other public announcement related to this Agreement or the transaction contemplated hereby will be issued by any Party hereto without the prior approval of the other Party. Nothing in this Section 32, shall prohibit either Party from disclosing any such information to its attorneys, accountants, consultants, or lenders who shall be advised to keep same confidential.

33. COUNTERPART; FACSIMILE; ELECTRONIC SIGNATURE. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement. This Agreement may be executed by facsimile or electronic mail scan signature which shall be deemed binding upon the Parties with an original to follow via mail or overnight delivery service. The Parties have executed this Agreement the day and year first above written.

SELLER:

ANN ARBOR BUILDING, L.L.C.,
a Michigan limited liability company

By: _____

Mark Wira

Its: Managing Member

BUYER:

CITY OF PLYMOUTH,
a Michigan municipal corporation

By: _____

Nicholas Moroz

Its: Mayor

RESOLUTION

The following Resolution was offered by _____ and seconded by _____

WHEREAS The City of Plymouth operates a public parking system and there is a need to develop additional parking for the public parking system; and

WHEREAS The City has previously purchased and is under contract to develop the parking lot known as the old Saxton's site; and

WHEREAS The City Commission has previously authorized the Mayor and the City Attorney to enter into a purchase agreement; and

WHEREAS The attorneys have reviewed and drafted the purchase agreement for parcel #006-10-0708-002, in the amount of \$405,000.00.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the Mayor, to sign the purchase agreement as presented for the purchase of parcel #006-10-0708-002 in the amount of \$405,000.00.

BE IT ADDITIONALLY RESOLVED THAT the City Commission of the City of Plymouth does hereby direct the City Administration and City Attorney to proceed toward and with closing on purchase of the property.

City of Plymouth Paid Parking Options

Presented: June 5, 2023



Current Parking Supply

- Time Limited Free Parking Dictated By Municipal Parking Policy
- Approximately 835 municipally controlled parking spaces (not including Wing and Harvey St. parking areas-77 spaces)
- Parking Time Limits (per policy): 2 Hour , 3 Hour, 8 Hour, Permit Parking (Central Parking Deck)



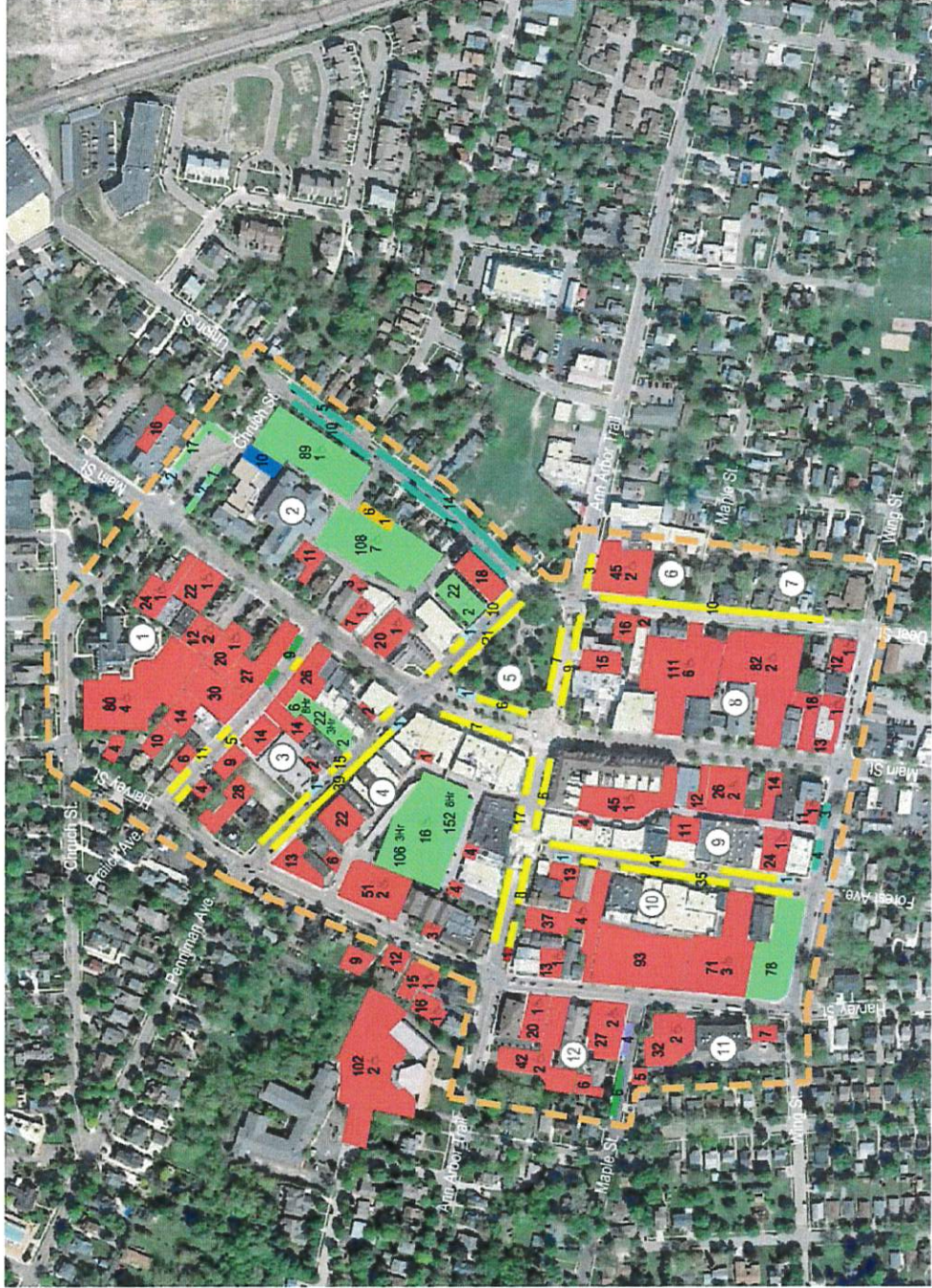
Parking Supply Breakdown

2 Hour Spaces: Approximately 245

3 Hour Spaces: Approximately 130

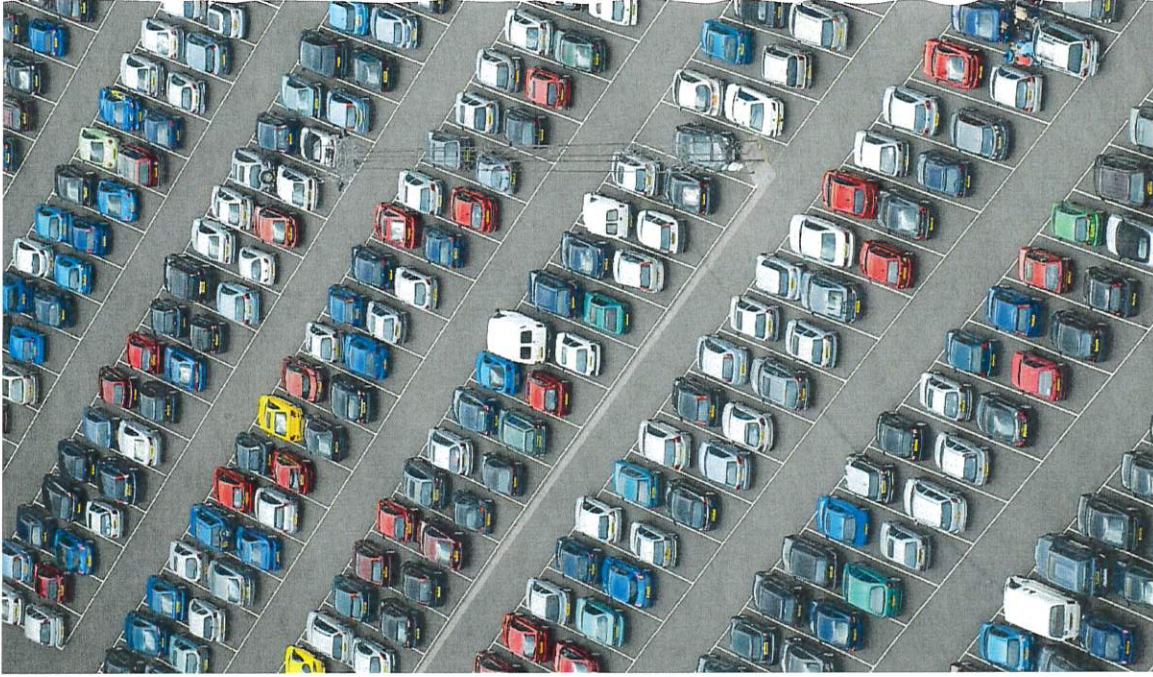
8 Hour Spaces: Approximately 460

Downtown Parking Supply- Rich & Associates Report 2016



Options (Policy Decisions)

- Continue Free Time-Limited Parking (with or without adjustments to the policy)
- Implement Paid Parking Throughout Downtown (not including Wing/Harvey)
- Implement Paid Parking On-Street Only
- Implement Paid Parking in Surface Lots Only
- Implement Paid Parking in areas identified by City Commission
 - Example: Central Parking Deck Only



Parking Policy

Adopted November 2004
Set Time Limits, Permit Fees
Enforcement
Protocol for Downtown
Parking

Amended August 2009
Amended to Allow Temporary
Three-Hour Parking on Street
During Streetscape Project
and Deck Maintenance

Amended February
2005 - 3 Hour Parking on
Lower Level of Deck

Amended September 2009
Amended to Go Back to Two
Hour On-Street Parking (Deck
Repair Complete)

Amended July 2016 Extend
Enforcement Times to 11 pm

Amended July 2005 Reduce
Permit Fees Penniman Lot to
3 Hours

Amended April 2012 to
Eliminate 13 Eight Hour
Parking Spaces on Lower Level
of the Deck

Amended October 2016
Change Enforcement End
Time Back to 9 pm

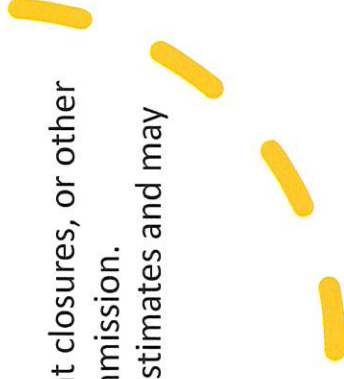
Amended April 2008 to Create
13 Eight Hour Parking Spaces
on Lower Level of the Deck

Amended May 2016 Change
to Overnight Parking
Requirements

Downtown Wide Paid Parking

- Downtown Paid Parking (not including Wing/Harvey)
 - 58 kiosks (cash and credit card)
 - Total Estimated Equipment/Installation Cost: \$580,000
 - Total Estimated Monthly Costs: \$36,960
 - Total Estimated Monthly Revenue: \$108,550 (\$1/hour)
 - Total Estimated 10-year Revenue Surplus: \$7,946,490

* revenue estimates do not include special event closures, or other free parking exceptions granted by the City Commission. Equipment/service costs are based on current estimates and may change over time



Paid Parking for all Downtown Municipal Parking

(except Harvey/Wing lot)* revenue estimates do not include special event closures, or other free parking exceptions granted by the City Commission. Equipment/service costs are based on current estimates and may change over time

| Estimated Equipment and Installation Costs (2023) | |
|---|--|
| Estimated Number of Kiosks | 58 |
| Estimated Cost Per Kiosk (Including Installation) | \$10,000 |
| Total Estimated Kiosk Cost (Installed) | \$580,000 |
| Estimated Monthly Costs (2023) | |
| Cloud/Credit Card Service | \$65 |
| Cellular Service | \$25 |
| Supplies: Signs, Paper, Decals, Reserve Parts | \$30 |
| Total Monthly Unit Service/Software | \$120 |
| Total Monthly Kiosk Costs | \$6,960 |
| Labor: Enforcement/Maintenance (3FTE) | \$30,000 |
| Total Monthly Labor/Kiosk Operating Costs | \$36,960 |
| Estimated Monthly Revenue/Payoff Projection (2023) | |
| Number of Paid Parking Spaces | 835 (Entire Downtown Public Inventory not including Wing/Harvey lot) |
| Number of Hours Per Space/Month Parked | 130 |
| Cost Per Hour | \$1 |
| Total Estimated Revenue | \$108,550 |
| Net of Revenue and Operating Costs | \$71,590 |
| Equipment Payoff Estimate (Install less Monthly Surplus) | 9 months |
| Estimated Long-Term Revenue (after install/equipment payoff) (2023) | |
| Kiosk Lifespan in months (10 years) | 120 |
| Months to Payoff Equipment/Install | 9 |
| Total Amount of Months after paying off equipment/install costs | 111 |
| Estimated Monthly Surplus | \$71,590 |
| Total Estimated Revenue Surplus (over 10 Years) | \$7,946,490 |

Surface Parking Lots Only (not including Wing/Harvey)

- Surface Lots Only
 - 16 Kiosks
 - Total Estimated Equipment/Installation Costs: \$184,000
 - Total Estimated Monthly Costs: \$21,920
 - Total Estimated Monthly Revenue: \$52,095 (\$1/hour)
 - Total Estimated 10-year Revenue Surplus: \$3,409,775

*Paid Parking in surface lots only shifts parking utilization to on-street as the first choice which is typically where visitors/shoppers/diners park

** revenue estimates do not include special event closures, or other free parking exceptions granted by the City Commission. Equipment/service costs are based on current estimates and may change over time



Surface Parking Lots Only (not including Wing and Harvey)

not include special event closures, or other free parking exceptions granted by the City Commission. Equipment/service costs are based on current estimates and may change over time

)*revenue estimates do

| Estimated Equipment and Installation Costs (2023) | |
|---|---------------------------------------|
| Estimated Number of Kiosks | 16 |
| Estimated Cost Per Kiosk (Including Installation) | \$11,500 |
| Total Estimated Kiosk Cost (Installed) | \$184,000 |
| Estimated Monthly Costs (2023) | |
| Cloud/Credit Card Service | \$65 |
| Cellular Service | \$25 |
| Supplies: Signs, Paper, Decals, Reserve Parts | \$30 |
| Total Monthly Unit Service/Software | \$120 |
| Total Monthly Kiosk Costs | \$1,920 |
| Labor/Debt Service (2 FTE) | \$20,000 |
| Total Monthly Labor/Kiosk Operating Costs | \$21,920 |
| Estimated Monthly Revenue/Payoff Projection (2023) | |
| Number of Paid Parking Spaces | 453 (not including Wing & Harvey Lot) |
| Number of Hours Per Space/Month Parked | 115 |
| Cost Per Hour | \$1 |
| Total Estimated Revenue | \$52,095 |
| Net of Revenue and Operating Costs | \$30,175 |
| Equipment Payoff Estimate (Install less Monthly Surplus) | 7 months |
| Estimated Long-Term Revenue (after install/equipment payoff) (2023) | |
| Kiosk Lifespan in months (10 years) | 120 |
| Months to Payoff Equipment/Install | 7 |
| Total Amount of Months after paying off equipment/install costs | 113 |
| Estimated Monthly Surplus | \$30,175 |
| Total Estimated Revenue Surplus (over 10 Years) | \$3,409,775 |

On-Street Paid Parking

- On-Street Paid Parking (no surface parking lots)
 - 38 Kiosks
 - Total Estimated Equipment/Installation Costs: \$399,000
 - Total Estimated Monthly Costs: \$29,560
 - Total Estimated Monthly Revenue: \$37,375 (\$1/hour)
 - Total Estimated 10-year Revenue Surplus: \$500,160
- *On-street paid parking will shift parking utilization to the surface lots/structure as a first choice potentially displacing long-term parking customers (employees etc.)
- **revenue estimates do not include special event closures, or other free parking exceptions granted by the City Commission. Equipment/service costs are based on current estimates and may change over time



On-Street Only) *revenue estimates do not include special event closures, or other free parking exceptions granted by the City Commission. Equipment/service costs are based on current estimates and may change over time

| Estimated Equipment and Installation Costs (2023) | |
|---|------------------------------------|
| Estimated Number of Kiosks | 38 |
| Estimated Cost Per Kiosk (Including Installation) | \$10,500 |
| Total Estimated Kiosk Cost (Installed) | \$399,000 |
| Estimated Monthly Costs (2023) | |
| Cloud/Credit Card Service | \$65 |
| Cellular Service | \$25 |
| Supplies: Signs, Paper, Decals, Reserve Parts | \$30 |
| Total Monthly Unit Service/Software | \$120 |
| Total Monthly Kiosk Costs | \$4,560 |
| Labor/Debt Service (2.55FTE) | \$25,000 |
| Total Monthly Labor/Kiosk Operating Costs | \$29,560 |
| Estimated Monthly Revenue/Payoff Projection (2023) | |
| Number of Paid Parking Spaces | 325 (off street parking inventory) |
| Number of Hours Per Space/Month Parked | 115 |
| Cost Per Hour | \$1 |
| Total Estimated Revenue | \$37,375 |
| Net of Revenue and Operating Costs | \$7,815 |
| Equipment Payoff Estimate (Months) | 56 |
| Estimated Long-Term Revenue (after install/equipment payoff) (2023) | |
| Kiosk Lifespan in months (10 years) | 120 |
| Months to Payoff Equipment/Install | 56 |
| Total Amount of Months after paying off equipment/install costs | 64 |
| Estimated Monthly Surplus | \$7,815 |
| Total Estimated Revenue Surplus (over 10 Years) | \$500,160 |

Central Parking Deck Only

- Central Parking Deck
 - 5 Kiosks
 - Total Estimated Equipment/Installation Costs: \$60,000
 - Total Estimated Monthly Costs: \$25,600
 - Total Estimated Monthly Revenues: \$30,140 (\$1/hour)
 - Total Estimated 10-Year Surplus: \$481,240
- *Paid Parking in the Central Parking Deck Only would shift demand to the other long-term lots and/or on-street parking
- **revenue estimates do not include special event closures, or other free parking exceptions granted by the City Commission. Equipment/service costs are based on current estimates and may change over time



Central Parking

Deck Only*^{revenue}

estimates do not include special event closures, or other free parking exceptions granted by the City Commission. Equipment/service costs are based on current estimates and may change over time

| Estimated Equipment and Installation Costs (2023) | |
|---|----------|
| Estimated Number of Kiosks | 5 |
| Estimated Cost Per Kiosk (Including Installation) | \$12,000 |
| Total Estimated Kiosk Cost (Installed) | 60,000 |

| Estimated Monthly Costs (2023) | |
|---|----------|
| Cloud/Credit Card Service | \$65 |
| Cellular Service | \$25 |
| Supplies: Signs, Paper, Decals, Reserve Parts | \$30 |
| Total Monthly Unit Service/Software | \$120 |
| Total Monthly Kiosk Costs | \$600 |
| Labor/Debt Service (2.5FTE) | \$25,000 |
| Total Monthly Labor/Kiosk Operating Costs | \$25,600 |

| Estimated Monthly Revenue/Payoff Projection (2023) | |
|--|----------|
| Number of Paid Parking Spaces | 274 |
| Number of Hours Per Space/Month Parked | 110 |
| Cost Per Hour | \$1 |
| Total Estimated Revenue | \$30,140 |
| Net of Revenue and Operating Costs | \$4,540 |
| Equipment Payoff Estimate (Months) | 14 |

| Estimated Long-Term Revenue (after install/equipment payoff) (2023) | |
|---|-----------|
| Kiosk Lifespan in months (10 years) | 120 |
| Months to Payoff Equipment/Install | 14 |
| Total Amount of Months after paying off equipment/install costs | 106 |
| Estimated Monthly Surplus | \$4,540 |
| Total Estimated Revenue Surplus (over 10 Years) | \$481,240 |

What Other Communities Considered When Implementing Paid Parking

Maximize parking utilization

Management of parking inventory to create efficiencies of the supply we do have

Change of parking philosophy from City taxpayer paid to user paid parking

Create cash flow to maintain parking

Improving visitor access to short-term parking

Optimizing management and operations

Preparing for future growth

Redistribute demand

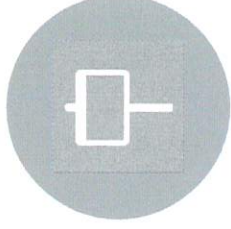
Parking is an essential component of the City infrastructure which is currently a cost center (upkeep, maintenance, future capital needs) paid parking along with redistributing demand creates cash flow and a user paid philosophy

Improves walkability by supporting alternative methods to vehicle transportation

Other Things to Consider



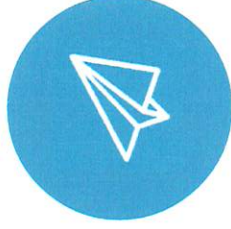
Marketing (\$20,000)



Signage(\$15,000)



Parking Policy(City
Commission)



Public Relation/Staffing
(Customer Service)

Policy Decision Considerations

- Any decision on parking is driven by the Parking Policy (City Commission)
- Policy decisions will impact parking utilization, demand, revenues, personnel, who pays credit card fees, etc.
- Each 15 minutes of “free” parking is a loss of approximately \$32.50/spot each month
- Dynamic Pricing for premium parking:
 - Generate approximately \$16,000/month in additional revenue if \$2/hour were charged in the Central Parking deck between 4pm-9pm Thursday, Friday, and Saturday evenings. (assuming full downtown paid parking)



Questions?

