



Plymouth City Commission

Regular Meeting Agenda

MONDAY, July 3, 2023 - 7:00 p.m.
HOUGH PARK – Maple & Evergreen

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. Pledge of Allegiance
 - b. Roll Call
2. **APPROVAL OF MINUTES**
 - a. June 20, 2023 City Commission Regular Meeting Minutes
3. **APPROVAL OF THE AGENDA**
4. **ENACTMENT OF THE CONSENT AGENDA**
 - a. Special Event: Bumpers, Bikes & Bands – July 16, 2023
 - b. Special Event: Grapple in the Park – August 27, 2023
5. **CITIZEN COMMENTS**
6. **COMMISSION COMMENTS**
7. **OLD BUSINESS**
8. **NEW BUSINESS**
 - a. Library Construction Agreement
 - b. Library Amphitheater Access Easement
 - c. Title Company Requirement for Confirmation of Purchase
 - d. Additional Data Collection for Fire Study
9. **REPORTS AND CORRESPONDENCE**
 - a. Liaison Reports
 - b. Appointments - DDA
10. **ADJOURNMENT**

Citizen Comments - This section of the agenda allows up to 3 minutes to present information or raise issues for items not on the agenda. Upon arising to address the Commission, speakers should first identify themselves by clearly stating their name and address. Comments must be limited to the subject of the item. Persons with disabilities needing assistance with this should contact the City Clerk's office at 734-453-1234 Monday through Friday from 8:00 a.m.-4:30 p.m., at least 24 hours prior to the meeting. An attempt will be made to make reasonable accommodations.

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

City of Plymouth Strategic Plan 2022-2026

GOAL AREA ONE - SUSTAINABLE INFRASTRUCTURE

OBJECTIVES

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

GOAL AREA TWO – STAFF DEVELOPMENT, TRAINING, AND SUCCESSION

OBJECTIVES

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

GOAL AREA THREE - COMMUNITY CONNECTIVITY

OBJECTIVES

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

GOAL AREA FOUR - ATTRACTIVE, LIVABLE COMMUNITY

OBJECTIVES

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



City of Plymouth City Commission Regular Meeting Minutes Tuesday, June 20, 2023, 7:00 p.m. LIONS PARK – Burroughs & Harding

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 Pro Tem Suzi Deal, Commissioners Jennifer Kehoe, Alanna Maguire, Kelly O'Donnell, and Marques Thomey

Excused: Mayor Moroz, Commissioner Linda Filipczak

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

2. APPROVAL OF MINUTES

O'Donnell offered a motion, seconded by Kehoe, to approve the minutes of the June 5, 2023, City Commission meeting.

There was a voice vote.

MOTION PASSED

3. APPROVAL OF THE AGENDA

O'Donnell offered a motion, seconded by Maguire, to approve the agenda for the June 20, 2023, meeting.

There was a voice vote.

MOTION PASSED

4. ENACTMENT OF THE CONSENT AGENDA

a. Approval of May 2023 Bills

b. Special Event: Inside-Out Sale – July 28 & 29, 2023

c. Special Event: Ice Cream Social after July 4 Parade – July 4, 2023

There was a voice vote.

MOTION PASSED

5. CITIZEN COMMENTS

There were no citizen comments.

6. COMMISSION COMMENTS

Maguire spoke about Neighborhood Storytime Hour at the Plymouth District Library she recently read at. The next one will be on July 18, 2023 at 5:30 at the library; Mayor Moroz will be reading.

Thomey congratulated Lt. Grabowski on completing the FBI Academy. He is also looking forward to the park meetings and thanks all sponsors and everyone involved.

O'Donnell is also looking forward to the parks meetings and encouraged residents to attend.

Deal echoed all comments.

7. OLD BUSINESS

There was no old business.

8. NEW BUSINESS

a. 4th Quarter Budget Amendments

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

RESOLUTION 2023-62

WHEREAS Actual patterns of departmental expenditures occur differently than originally projected in the 2022-2023 City Budget as adopted in June of 2022; and

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

WHEREAS The City Budget amendments require the approval of the City Commission for changes between activity departments and between funds of the City;

NOW, THEREFORE BE IT RESOLVED, that the 2022-2023 City Budget is hereby amended as indicated in the 4th quarter amendments column of the attached Budget Amendments Summary, which is made a part of this resolution.

BE IT FURTHER RESOLVED, that the City Finance Director is authorized to change the budgetary appropriations as necessary to comply with the Budget Amendments Summary effective June 20, 2023. There was a voice vote for the amendment.

There was a voice vote.

MOTION PASSED

BUDGET ADJUSTMENT SUMMARY
FOURTH QUARTER - FY 22-23

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
GENERAL FUND REVENUE:	#101						
Property Taxes	6,769,220	-	-	-	-	-	6,769,220
Licenses & Permits	3,700	-	-	-	-	-	3,700
Federal/State Grants	478,100	-	-	-	(388,100)	(388,100)	90,000
State-Shared Revenues	1,169,387	-	-	-	88,000	88,000	1,257,387
Charges for Services	890,430	-	-	8,025	-	8,025	898,455
Cemetery Revenues	157,500	-	1,350	500	5,000	6,850	164,350
Parking Revenues	65,200	-	900	22,000	6,500	29,400	94,600
Other Operating Revenues	860,540	13,075	(790)	51,060	65,000	128,335	779,875
Appropriation of Surplus	886,107	(5,885)	35,485	-	(176,860)	(147,160)	813,847
Total Operating Revenue	11,161,184	7,410	36,925	81,575	(401,680)	(275,650)	10,975,634
Transfers In From Other Sources	10,000	-	-	-	-	-	10,000
Total Revenue All Classes	11,161,184	7,410	36,925	81,575	(401,680)	(275,650)	10,985,534
GENERAL FUND EXP:	#101						
City Commission	133,725	-	4,350	1,700	2,500	8,550	142,375
City Manager	351,190	-	2,000	6,910	4,835	13,845	365,035
Legal Services	149,500	3,000	-	2,000	5,000	10,000	169,500
Finance Department	502,050	-	(38,125)	3,300	(25,000)	(60,825)	541,225
City Clerk	178,080	550	1,000	5,970	11,000	18,520	196,550
City Assessor	88,568	-	-	-	(5,250)	(5,250)	83,318
Management Information Services	365,200	-	-	3,250	1,000	4,250	370,450
Election Services	112,340	900	5,825	1,855	1,100	9,480	122,820
Cemetery	157,630	-	1,100	1,230	2,000	4,330	161,910
Police Department	4,419,260	-	(11,850)	290	133,800	121,940	4,535,200
Fire Department	1,225,125	60	-	4,100	9,000	13,160	1,238,285
MSD Administration	346,075	2,000	5,230	6,025	2,600	15,855	361,930
City Hall Maintenance	116,805	-	-	29,150	-	18,000	163,755
Parks & Public Property	212,360	-	20	350	3,600	3,970	216,330
MSD Yard Maintenance	63,845	-	-	-	2,000	2,000	65,845
Street Lighting	195,000	-	-	-	13,000	13,000	208,000
Miscellaneous MSD Services	2,375	-	-	50	-	50	2,425
Bathery Maintenance Expense	-	-	1,000	-	1,000	2,000	2,000
Special Events	181,175	-	-	-	-	-	181,175
Parking System	52,750	900	9,700	30,000	1,000	41,500	94,350
MSD Services - DDA	174,725	-	1,500	500	1,000	3,000	177,725
Other Functions	291,786	-	1,875	6,750	10,500	19,125	310,911
Capital Outlay	1,257,200	-	108,500	(71,855)	(589,145)	(589,500)	660,600
Debt Service	32,565	-	-	-	-	-	32,565
Tot. Gen'l Operating Expenditures	10,724,128	7,410	85,825	81,575	(408,650)	(280,850)	10,443,478
Transfers Out to Other Funds	387,658	-	-	50,000	5,000	55,000	442,658
Contingency	50,000	-	(50,000)	-	-	(50,000)	-
Total Expenditures	11,161,184	7,410	36,925	81,575	(401,680)	(275,650)	10,985,534

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
MAJOR ST FUND REV:	#202						
Gas & Weight Taxes	786,889	-	-	-	-	-	786,889
Contrib & Other	5,900	-	2,500	-	10,000	12,500	17,500
Appropriation of Surplus	-	-	40,881	6,650	-	47,531	47,531
TOTAL REVENUE	791,889	-	43,481	6,650	10,000	60,131	852,020
MAJOR ST FUND EXP:	#202						
Administration/Debt	58,498	-	(27,394)	-	-	(27,394)	31,104
Routine Maintenance	151,830	-	350	5,000	17,500	22,850	174,710
Stormwater System Maintenance	1,000	-	-	1,000	-	1,000	2,000
Traffic Signal Maintenance	84,710	-	-	-	(10,000)	(10,000)	74,710
Snow & Ice Control	74,375	-	25	150	2,500	2,675	77,050
Road Construction	30,000	-	70,500	500	-	71,000	101,000
Transfers Out to Other Funds	393,445	-	-	-	-	-	393,445
Contingency	-	-	-	-	-	-	-
TOTAL EXPENDITURES	791,889	-	43,481	6,650	10,000	60,131	852,020

BUDGET ADJUSTMENT SUMMARY
FOURTH QUARTER - FY 22-23

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
LOCAL ST FUND REV: #203							
Gas & Weight taxes	288,152	-	-	-	26,873	26,873	290,025
Contrib & Other	406,698	-	100	3,000	627	3,727	410,412
Appropriation of Surplus	-	-	-	-	-	-	-
TOTAL REVENUE	694,850	-	100	3,000	27,500	30,600	700,437
LOCAL ST FUND EXP: #203							
Administration/Debt	26,775	-	-	-	-	-	26,775
Routine Maintenance	160,775	-	175	3,800	33,000	38,775	197,550
Stormwater System Maintenance	1,000	-	-	-	-	-	1,000
Traffic Signal Maintenance	51,825	-	-	-	(13,000)	(13,000)	38,825
Snow & Ice Control	22,450	-	150	3,000	7,500	10,650	43,100
Road Construction	30,000	-	-	6,000	-	6,000	36,000
Contingency	367,212	-	(225)	(3,600)	-	(3,825)	367,387
TOTAL EXPENDITURES	689,837	-	100	3,000	27,500	30,600	700,437

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
RECREATION FUND REV: #206							
Cultural Center Revenues	645,500	-	(2,075)	3,000	75,000	75,925	721,425
Transfer from General Fund	250,000	-	-	-	-	-	250,000
Administrative Charges	1,000	-	-	2,500	6,000	8,500	9,500
Program Fees & Charges	250,000	-	5,000	10,000	1,000	16,000	266,000
Appropriation of Surplus	-	-	-	36,000	(19,000)	17,000	17,000
TOTAL REVENUE	1,146,500	-	2,925	51,500	63,000	117,505	1,264,005
RECREATION FUND EXP: #206							
Cultural Center & Administration	994,345	-	50	36,500	42,500	79,050	1,073,395
Basic Skills	-	-	-	-	-	-	-
Recreation Vending	-	-	-	-	-	-	-
Recreation Services	13,850	-	800	530	-	1,330	15,180
Adult Athletics	-	-	-	-	-	-	-
Youth Athletics	5,400	-	-	-	3,000	3,000	8,400
Miracle League	10,000	-	-	-	-	-	10,000
PCHA	-	-	-	-	-	-	-
PCHA - Mini Mites	-	-	125	300	-	425	425
MSD Services	6,740	-	650	50	1,000	1,700	8,440
Soccer	38,850	-	-	6,500	11,000	17,500	116,150
Liquor	3,540	-	1,300	3,900	2,000	7,100	10,640
Classes & Special Events	7,950	-	-	3,900	3,800	7,400	15,350
Therapeutic Program	1,000	-	-	-	-	-	1,000
Senior Programs-Classes	5,025	-	-	-	-	-	5,025
Plymouth-Canton Steelers	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
TOTAL EXPENDITURES	1,146,500	-	2,925	51,500	63,000	117,505	1,264,005

BUDGET ADJUSTMENT SUMMARY
FOURTH QUARTER - FY 22-23

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
SOLID WASTE FUND REV: #226							
Property Taxes	1,148,830	-	7,500	-	49,000	56,500	1,205,130
Sales of Service	440,800	9,925	-	3,125	7,500	20,550	461,155
Transfer from General Fund	9,048	-	1,300	-	-	1,300	10,348
Appropriation of Surplus	81,137	(8,825)	70,718	11,925	-	73,218	134,355
TOTAL REVENUE	1,659,415	1,100	79,518	14,450	66,500	151,568	1,810,983
SOLID WASTE FUND EXP: #226							
Operating Expenses	1,629,415	1,100	109,518	14,450	66,500	191,568	1,810,983
Capital Outlay	30,000	-	(30,000)	-	-	(30,000)	-
Contingency	-	-	-	-	-	-	-
Transfers Out to Other Funds	-	-	-	-	-	-	-
TOTAL EXPENDITURES	1,659,415	1,100	79,518	14,450	66,500	151,568	1,810,983

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
DDA OPER FUND REV: #248							
Property Taxes-Non School	1,185,110	-	-	26,400	-	26,400	1,181,510
Program Fees & Other	78,550	8,200	-	4,590	-	12,790	89,340
Appropriation of Surplus	-	48,245	-	(9,400)	-	38,845	38,845
TOTAL REVENUES	1,211,660	58,445	-	21,590	-	78,035	1,289,895
DDA OPER FUND EXP: #248							
Administration	345,128	10,000	-	(19,400)	-	(9,400)	335,728
Police Services	34,980	-	-	20	-	20	35,010
Parking System	54,120	-	-	-	-	-	54,120
Saxton Parking Facility	-	-	-	-	-	-	-
DDA Marketing	100,700	-	-	-	-	-	100,700
Streetscape Maintenance	312,220	-	-	(7,530)	-	(7,530)	304,690
Contrib to DDA Debt Funds	223,580	-	-	-	-	-	223,580
Contrib to DDA Cap Imp Fund	25,000	181,380	-	48,500	-	208,880	234,880
Contingency	114,945	(114,945)	-	-	-	(114,945)	-
TOTAL EXPENDITURES	1,211,660	58,445	-	21,590	-	78,035	1,289,895

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
BLDG & ENGINEERING FD REV: #248							
Permit Fees	575,850	850	850	-	10,400	11,900	587,750
Contrib. & Other	41,100	-	-	50,000	(5,400)	44,600	85,700
Appropriation of Surplus	6,000	-	105	(6,105)	-	(6,000)	-
TOTAL REVENUES	622,950	850	755	43,895	5,000	50,500	673,450
BLDG & ENGINEERING FD EXP: #249							
Engineering/Inspections	622,950	850	755	27,425	-	29,030	651,880
Capital Outlay	-	-	-	-	-	-	-
Contingency	-	-	-	16,470	5,000	21,470	21,470
TOTAL EXPENDITURES	622,950	850	755	43,895	5,000	50,500	673,450

BUDGET ADJUSTMENT SUMMARY
FOURTH QUARTER - FY 22-23

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
NBHD SERVICES FUND REV: #252							
Miscellaneous	19,720	-	-	-	-	-	19,720
Transfer from General Fund	73,010	-	-	-	-	-	73,010
Appropriation of Surplus	-	-	-	-	-	-	-
TOTAL REVENUES	92,730	-	-	-	-	-	92,730
NBHD SERVICES FUND EXP: #252							
Administration	600	-	-	-	-	-	600
OVDA Community Center	2,000	-	-	-	-	-	2,000
Senior Transportation	86,550	-	-	-	-	-	86,550
Contingency	3,680	-	-	-	-	-	3,680
TOTAL EXPENDITURES	92,730	-	-	-	-	-	92,730

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
BROWNFIELD OPER FUND REV: #264							
Property Taxes	365,480	-	-	-	4,450	4,450	369,930
Contrib. & Other	210	-	-	-	-	-	210
Appropriation of Surplus	-	-	-	-	-	-	-
TOTAL REVENUES	365,690	-	-	-	4,450	4,450	370,140
BROWNFIELD OPER FUND EXP: #254							
Administration	36,550	-	-	-	-	-	36,550
Site Remediation	328,930	-	-	-	-	-	328,930
Contrib & Other	-	-	-	-	-	-	-
Contingency	210	-	-	-	4,450	4,450	4,660
TOTAL EXPENDITURES	365,690	-	-	-	4,450	4,450	370,140

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
BROWNFIELD SITE REM FUND REV: #255							
Federal/State Grants	-	-	-	-	100,000	100,000	100,000
Contrib. & Other	50	-	-	-	-	-	50
Appropriation of Surplus	-	-	-	-	-	-	-
TOTAL REVENUES	50	-	-	-	100,000	-	100,050
BROWNFIELD SITE REM FUND REV: #256							
Capital Improvements	-	-	-	-	100,000	100,000	100,000
Miscellaneous	50	-	-	-	-	-	50
Contingency	-	-	-	-	-	-	-
TOTAL EXPENDITURES	50	-	-	-	100,000	100,000	100,050

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
BUDGET STABILIZATION FUND REV: #257							
Transfer from General Fund	55,000	-	-	-	(55,000)	(55,000)	-
Appropriation of Surplus	-	-	-	-	-	-	-
TOTAL REVENUE	55,000	-	-	-	(55,000)	(55,000)	-
BUDGET STABILIZATION FUND REV: #257							
Contingency	55,000	-	-	-	(55,000)	(55,000)	-
TOTAL EXPENDITURES	55,000	-	-	-	(55,000)	(55,000)	-

BUDGET ADJUSTMENT SUMMARY
FOURTH QUARTER - FY 22-23

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr Amendments	3rd Qtr Amendments	4th Qtr Amendments	Tot. All Amendments	Amended Budget
OMNIBUS FORFEITURE FUND REV: #267							
Forfeiture	1,100	-	-	-	4,370	4,370	5,470
Appropriation of Surplus	-	-	-	-	-	-	-
TOTAL REVENUE	1,100	-	-	-	4,370	4,370	5,470
OMNIBUS FORFEITURE FUND REV: #267							
Administration	1,100	-	-	-	4,370	4,370	5,470
TOTAL EXPENDITURES	1,100	-	-	-	4,370	4,370	5,470

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr Amendments	3rd Qtr Amendments	4th Qtr Amendments	Tot. All Amendments	Amended Budget
PUBLIC IMP FUND REV: #401							
Contrib. & Other	50	-	-	-	56,300	56,300	56,350
Appropriation of Surplus	-	-	-	-	-	-	-
TOTAL REVENUES	50	-	-	-	56,300	56,300	56,350
PUBLIC IMP FUND EXP: #401							
Contrib. & Other	-	-	-	-	-	-	-
Contingency	50	-	-	-	56,300	56,300	56,350
TOTAL EXPENDITURES	50	-	-	-	56,300	56,300	56,350

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr Amendments	3rd Qtr Amendments	4th Qtr Amendments	Tot. All Amendments	Amended Budget
REC CAP IMP FUND REV: #402							
Federal/State Grants	145,000	-	-	-	272,770	272,770	417,770
Contrib. & Other	4,000	-	-	-	150	150	4,150
Appropriation of Surplus	16,000	-	-	-	-	-	16,000
TOTAL REVENUES	165,000	-	-	-	272,920	272,920	437,920
REC CAP IMP FUND EXP: #402							
Capital Improvements	165,000	-	-	-	272,920	272,920	437,920
Contingency	-	-	-	-	-	-	-
TOTAL EXPENDITURES	165,000	-	-	-	272,920	272,920	437,920

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr Amendments	3rd Qtr Amendments	4th Qtr Amendments	Tot. All Amendments	Amended Budget
DDA CAP IMP FUND REV: #405							
Contrib. & Other	25,050	161,390	-	48,500	-	209,890	234,940
Appropriation of Surplus	-	-	-	-	-	-	-
TOTAL REVENUES	25,050	161,390	-	48,500	-	209,890	234,940
DDA CAP IMP FUND EXP: #405							
Capital Improvements	25,000	161,390	-	48,500	-	209,890	234,890
Contingency	50	-	-	-	-	-	50
TOTAL EXPENDITURES	25,050	161,390	-	48,500	-	209,890	234,940

BUDGET ADJUSTMENT SUMMARY
FOURTH QUARTER - FY 22-23

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr Amendments	3rd Qtr Amendments	4th Qtr Amendments	Tot. All Amendments	Amended Budget
2015 LTGO CAP IMP BD CONSTR FD REV: #476							
Contrib. & Other	800	-	-	-	8,200	8,200	9,000
Appropriation of Surplus	825,000	-	-	-	-	-	825,000
TOTAL REVENUES	825,800	-	-	-	8,200	8,200	834,000
2015 LTGO CAP IMP BD CONSTR EXP: #476							
Capital Outlay	825,000	-	-	-	(402,000)	(402,000)	423,000
Contingency	800	-	-	-	410,200	410,200	411,000
TOTAL EXPENDITURES	825,800	-	-	-	8,200	8,200	834,000

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr Amendments	3rd Qtr Amendments	4th Qtr Amendments	Tot. All Amendments	Amended Budget
WATER/SEWER OPER FUND REV: #592							
Sales & Service Charges	4,855,105	-	-	-	240,000	240,000	5,105,105
Sale of Bonds	-	-	-	-	-	-	-
Appropriation of Surplus	273,950	13,100	108,880	-	(201,352)	(79,372)	194,608
TOTAL REVENUES	5,139,055	13,100	108,880	-	38,648	160,628	5,299,713
WATER/SEWER OPER FUND EXP: #592							
Administration	4,427,105	11,000	1,775	(7,000)	2,548	8,328	4,435,428
Trunk & Lateral	228,125	-	106,330	3,700	17,300	127,090	358,155
Mains Maintenance	223,945	100	150	(13,600)	10,750	(2,500)	221,345
Meter Maintenance	153,035	2,000	600	27,900	3,725	34,225	187,260
Service Maintenance	58,000	-	25	(4,500)	2,500	(1,975)	56,025
Hydrant Maintenance	50,675	-	-	(6,500)	2,125	(4,375)	46,500
Capital Outlay	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
TOTAL EXPENDITURES	5,139,055	13,100	108,880	-	38,648	160,628	5,299,713

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr Amendments	3rd Qtr Amendments	4th Qtr Amendments	Tot. All Amendments	Amended Budget
EQUIPMENT FUND REV: #661							
Miscellaneous	813,340	5,000	247,398	16,575	5,750	274,723	1,088,063
Appropriation of Surplus	-	-	-	-	-	-	-
TOTAL REVENUES	813,340	5,000	247,398	16,575	5,750	274,723	1,088,063
EQUIPMENT FUND EXP: #661							
Miscellaneous	778,575	400	175	20,900	5,750	28,325	804,900
Contingency	34,765	4,600	247,223	(3,425)	-	248,598	283,163
TOTAL EXPENDITURES	813,340	5,000	247,398	16,575	5,750	274,723	1,088,063

b. Community Development Fee Schedule

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

RESOLUTION 2023-63

WHEREAS The City Commission of the City of Plymouth has reviewed the proposed fee schedule amendments; and

WHEREAS The City of Plymouth Community Development Department monitors and suggests fee changes as necessary; and

WHEREAS The suggested amendments will allow staff to cover costs related to the operation of the building department and planning and zoning projects; and

WHEREAS Staff recommends that the City Commission reviews these fee schedules annually as part of the City Budget Process.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby adopt the attached fee schedule.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the proposed and amended fee schedule as attached will go into effect for all plan reviews completed and permits applied for and issued on or after July 1, 2023.

There was a voice vote.

MOTION PASSED

c. Property & Liability Insurance Renewal 2023-24

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

RESOLUTION 2023-64

WHEREAS The City of Plymouth operates a number of vehicles and buildings and there is a need to insure the operations of the City in order to protect the public health, safety and welfare; and

WHEREAS HUB International has been providing excellent service and very competitive liability insurance coverage premiums for the City through Trident Insurance since 2009-10; and

WHEREAS The annual liability insurance renewal will soon be due and the expected total premiums quoted by HUB International (excluding any changes through the upcoming the year) is \$268,287 for Property & Liability coverage and an additional \$18,384 for supplemental policies.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize payment of the Commercial Property & Liability Insurance Package annual premiums to HUB International in an amount not to exceed \$268,287 for Property & Liability coverage and an additional \$18,384 for supplemental policies. Funding for these premiums are authorized from the various funds as determined by the City's budget.

There was a voice vote.

MOTION PASSED

9. REPORTS AND CORRESPONDENCE

a. Old Village TIF Presentation – John Buzuvis

Economic Development Director John Buzuvis gave a presentation on Tax Increment Financing for Old Village.

Follow-up discussion included questions about the time frame/length of the plan, if a plan can be “discontinued” once its enacted, how much the annual operating costs will be (after the payback period for start-up costs), as well as the TIF providing some basic funding level for ongoing improvement projects, even small-scale projects.

b. Liaison Reports

O'Donnell reported on the last Planning Commission meeting.

c. Appointments

There were no appointments.

10. ADJOURNMENT

A motion to adjourn was offered by Thomey and seconded by O'Donnell at 7:52 p.m.

There was a voice vote.

MOTION PASSED

NICK MOROZ
MAYOR

MAUREEN A. BRODIE, CMC, MIPMC
CITY CLERK



Special Event Application

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

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

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

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

Sponsoring Organization's Legal Name Old Village Association

Ph# 517-712-0440 Fax# _____ Email Plymoutholdvillageassociation@yahoo.com Website oldvillageplymouth.com

Address 638 Starkweather St. City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Latricia Horstman Title President

Ph# 517-712-0440 Fax# _____ Email latricia_art@yahoo.com Cell# 517-712-0440

Address 638 Starkweather St City Plymouth State MI Zip 48170

Event Name Bumpers Bikes & Bands

Event Purpose Fundraiser & community building

Event Date(s) July 16, 2023

Event Times 11am - 3pm

Event Location Starkweather Street from Crawfords to RR Xing, Spring and liberty from Davis to mpu.

What Kind Of Activities? car show, food trucks, live music

What is the Highest Number of People You Expect in Attendance at Any One Time? 500-800

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

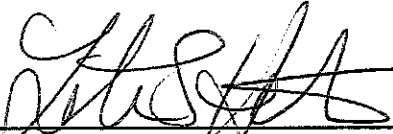
Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)

Its our annual car show! live music, static vehicle displays, vendors and food trucks. Silent Auction to occur @ the OVA tent. Kick off by Mayor Moroz & commission members @ 11am. Car show awards @ 2:30pm.

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 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.

5/20/23
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

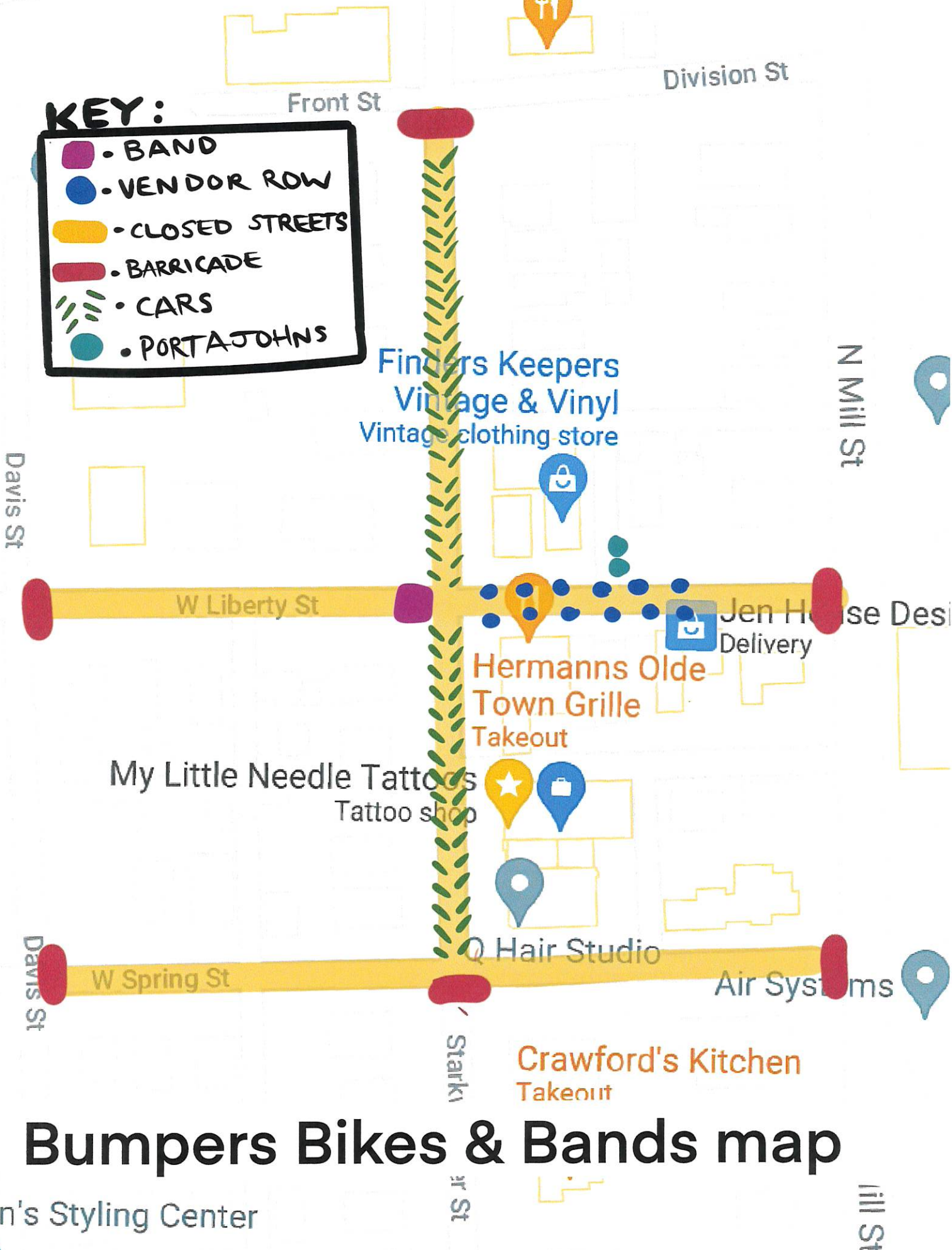
The Old Village Association (*organization name*) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Bumpers Bikes & Bands (*event name*) by 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 5/20/23

Witness _____ Date _____

KEY:

- BAND
- VENDOR ROW
- CLOSED STREETS
- BARRICADE
- CARS
- PORTAJOHNS



Bumpers Bikes & Bands map

usan's Styling Center



Stark St

Mill St

EVENT REVIEW FORM

EVENT NAME: Bumpers Bikes & Bands TOTAL ESTIMATED FEE: _____
 (Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

MUNICIPAL SERVICES:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>CP</u>
BARRICADES PORT-A-JOHNS NP SIGNAGE TRASH - Day of Event ↓				
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO				
Labor Costs: \$	<u>500</u>	Equipment Costs: \$	<u>100</u>	Materials Costs \$ <u>300</u>
POLICE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>guc</u>
1 - OFFICER AT 4 HAS				
Labor Costs \$		Equipment Costs \$	<u>344</u>	Materials Costs \$
FIRE:	<input type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial
Labor Costs \$		Equipment Costs \$		Materials Costs \$
HVA:	<input type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial
DDA:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>SBP</u>
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$
RISK MANAGEMENT:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>WB</u>
Class I – Low Hazard				
<input checked="" type="radio"/> Class II – Moderate Hazard				
Event Sponsors must provide current 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

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

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

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

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

Sponsoring Organization's Legal Name Plymouth Canton Grappling Academy

Ph# 734-987-7242 Fax# — Email emily@thepcga.com Website thepcga.com

Address 41260 Joy Rd City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Emily Scappaticci Title Owner

Ph# 248-850-6758 Fax# — Email emily@thepcga.com Cell# 248-850-6758

Address 0400 Brookville Rd City South Lyon State MI Zip 48178

Event Name Grapple in the Park

Event Purpose raise awareness of self-defense + sport jiu jitsu

Event Date(s) 8-27-23, 3pm

Event Times 3:00 pm

Event Location Kellog Park

What Kind Of Activities? jiu-jitsu /wrestling

What is the Highest Number of People You Expect in Attendance at Any One Time? 50-100

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

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

there will be 5 jiu jitsu matches along with instruction on basic self defense

RECEIVED

JUN 13 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): _____

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)

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

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

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

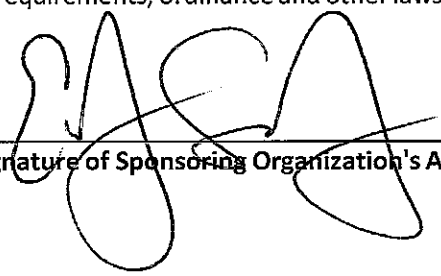
Signs and/or Banners may be used during the event only. Please refer to Special Event Policy for information related to the installation of banners on Downtown Street Light Poles in advance of event. NO SIGNS ARE ALLOWED IN THE PARK IN ADVANCE OF THE EVENT.

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

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

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

6/13/23
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

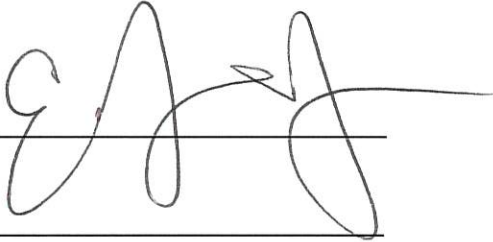
Manager's Office
City Hall
201 S. Main Street
Plymouth MI 48170

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The Plymouth Canton Grappling Academy (*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 Grappe in the Park (*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 6/13/23

Witness _____

Date _____

EVENT REVIEW FORM

EVENT NAME: GRAPPLE IN THE DARK 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>1 FTE DURING EVENT</u>				
\$250 Bathroom Cleaning Fee Per Day of Event? <u>YES</u> NO				
Labor Costs: \$	<u>225</u>	Equipment Costs: \$	<u>60</u>	Materials Costs \$
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>guc</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>WFB</u>
Class I – Low Hazard Class II – Moderate Hazard <u>Class III – High Hazard</u> Class IV – Severe Hazard				
Event Sponsors must provide current Certificate of Insurance naming City of Plymouth as 'Additional Insured' including in the Description Box/Area.				
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 - Library Construction Easement Agreement 07-03-23.docx*
Date: June 29, 2023
RE: Library Construction Easement

Background

The City Commission may be aware that the District Library is planning on installing a small outdoor amphitheater in the area between the City Hall and the Library. You may also be aware that there is a need to complete a property swap between the Library and the City, as part of the library building is on City property and part of the parking lot is on library property. The current Library Director is working on the property swap issue and is having the survey work that was completed by the previous Director revised to accommodate the current plans for the amphitheater.

The City Administration has been working with the library staff to complete the much-delayed property swap. The situation with the property occurred during the library's expansion project several years ago. The program at the time was that the library expanded onto City property, and they purchased several homes along Union Street to create parking spaces to help them offset the parking that they were taking up with the building expansion. This plan was created approximately four city managers ago and three library directors ago. The previous library director had the survey details worked out and we administratively agreed on the basic outline of the property swap. Then the library director retired, covid hit and the concept of the amphitheater came up and funding was put into place. This new project will adjust the survey work on the property swap, which is requiring us to grant a construction easement and an access agreement.

We have attached a memorandum from John Buzuvis which gives further explanation for this action item related to the temporary construction easement across City property.

Recommendation

The City Administration recommends that the City Commission authorize a temporary construction easement to allow the library to construct their outdoor amphitheater in the area between the City Hall and the library building.

We have provided 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 John Buzuvis or myself.



Administrative Recommendation

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

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

To: Paul Sincock, City Manager

From: John Buzuvis, Economic Development Director

A handwritten signature in blue ink, appearing to read "JWB", is written over the name John Buzuvis.

CC: S:\Community Development\John\Library Property Swap\Amphitheater

Date: June 26, 2023

RE: Library Outdoor Amphitheater Temporary Construction Easement

Background: As you are aware the Plymouth District Library has received a grant from the Wilcox Foundation to build an outdoor amphitheater area between City Hall and the Library's property on the Main St. side of the buildings. A rendering of the proposed concept of the project is enclosed as additional background. The final drawings are being completed and the administration anticipates the final product will be close to the rendering but may not match exactly. The new area is intended to be used for outdoor library programming and will have a performance stage, seating, and be ADA accessible. The proposed project aligns with the City's Master Plan and the City Commission's Five-Year Strategic Plan to "Improve existing and pursue additional recreational and public green space opportunities for all ages." Construction will disrupt both library and city property and therefore a temporary construction easement is necessary.

The proposed construction easement (enclosed) allows the library's contractors to access and disturb city property during construction and requires the areas impacted to be restored to existing or improved conditions at project completion.

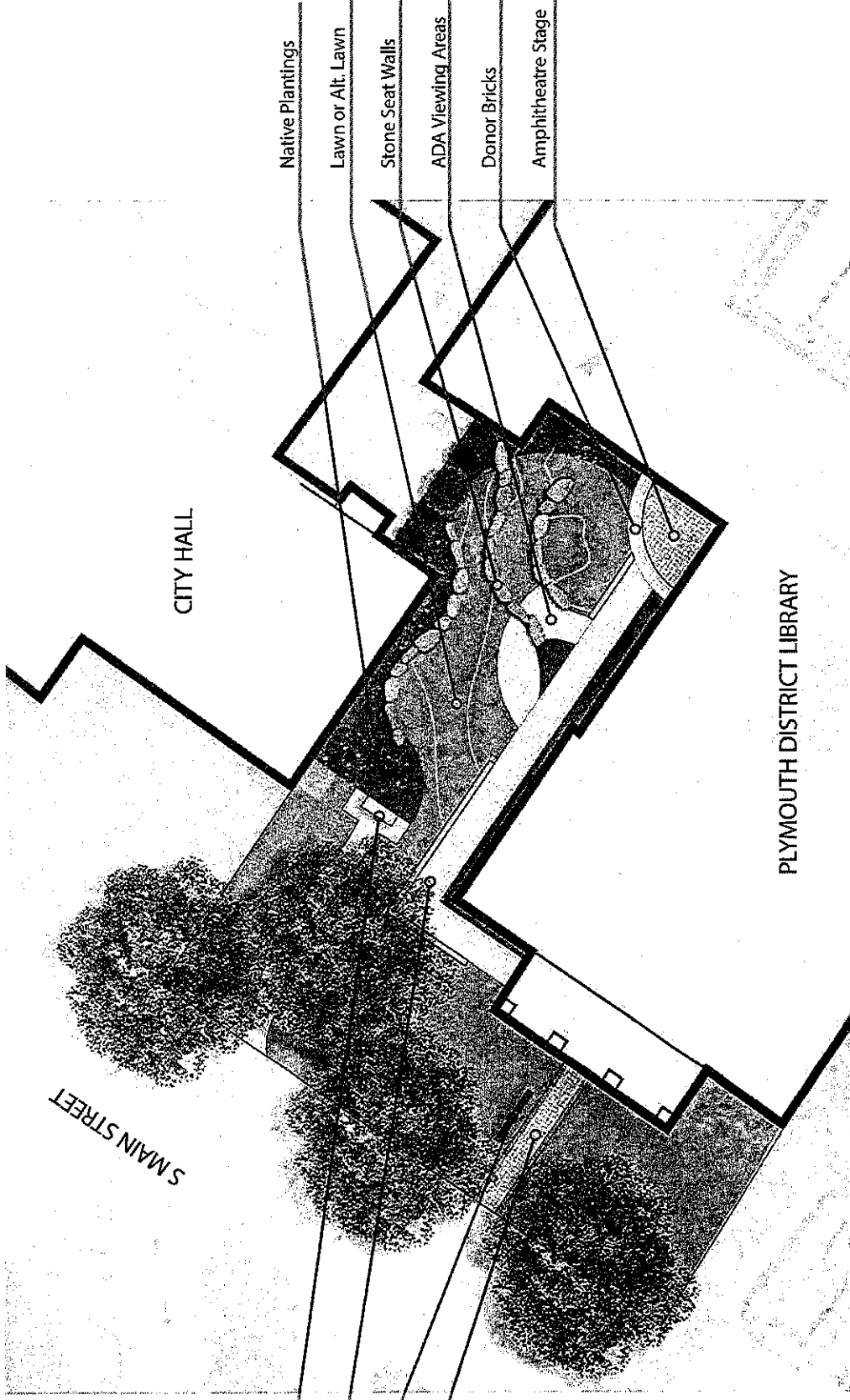
Eventually, the city property to be disturbed by this project will eventually belong to the library once a "property swap" is completed. The swap is necessary because part of the library sits on city property and part of part of city hall sits on library property due to previous agreements (between the city commission/library board) made for building expansions and grounds that were never recorded or deeded correctly with Wayne County. As you are aware the city administration has worked with the library's administration over the past several years (as other tasks permit) on defining and finalizing a "property swap." COVID significantly impacted this projects timeline; however, this project is underway again and both administrative teams are working to resolve this by the end of this calendar year.

The Wilcox Foundation grant award requires the project to begin this season. The staff and library design team have worked together for the last few months on this project and anticipate the project to break ground this summer.

The City Attorney has reviewed and is comfortable with the temporary construction easement.

Recommendation: The administration recommends that the City Commission review, approve and authorize the mayor to sign the enclosed temporary construction easement to last the duration of the library amphitheater project. A sample resolution is enclosed for your review.

PROJECT RENDERING



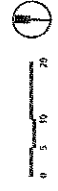
INSITE
 design studio, inc.
 landscape architecture

Plymouth, Michigan
 06.05.2023
 KT + SGR + JMW

Plymouth District Library
 Rendered
 Site Plan

Insite Design Studio
 412 Longshore Drive
 Ann Arbor, 48104

The information shown
 is based on the best
 information available
 and is subject to change
 without notice.



TEMP CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this day of _____, 2023 by and between the City of Plymouth (the “City”), a Michigan municipal corporation, of 201 S. Main Street, Plymouth, Michigan 48170, and the Plymouth District Library (the “Library”), a Michigan district library, of 223 S. Main Street, Plymouth, Michigan 48170.

RECITALS

WHEREAS, the City owns or will own the real property described on the attached **Exhibit A** as the “City Hall” property and the “Parking Lot” (together, the “City Property”);

WHEREAS, the Library owns or will own the real property described on the attached **Exhibit A** as the Library property (the “Library Property”); and

WHEREAS, the Library is constructing a landscaping/garden space (the “Garden Space”) as roughly depicted on **Exhibit B**, and needs temporary access on the City Property for such construction work; and

NOW, THEREFORE, for One Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

PROVISIONS

1. The City grants to the Library a temporary non-exclusive construction and access easement in and to the City Property for construction and access purposes for the Garden Space work, and for the use of any and all driveways serving the Library Property and/or the City Property.

2. The Library shall, at its sole cost and expense, (a) take responsibility precautions to minimize disruption, and (b) reasonably restore the City Property to the condition existing immediately prior to such work, to the reasonable satisfaction of the City. 3. The Library shall observe and/or perform the following conditions during the term of this Agreement:

- (a) Maintain and observe, at its sole cost and expense, all safety regulations applicable or customarily utilized for the Library's Garden Space work;
- (b) Comply with all City requirements for construction and permitting, including all inspections and associated fees;
- (c) Not utilize the City Property for construction worker parking, overnight storage of construction vehicles or materials, except in an area mutually agreed upon by the City and Library.

2.4. This temporary easement expires upon completion of the construction of the Garden Space and final cleanup, shall burden and benefit the Library Property and the City Property, and shall run with the land.

3.5. This Agreement shall be binding upon the parties and their successors and assigns. The parties represent that they have received appropriate authorization to enter into this Agreement.

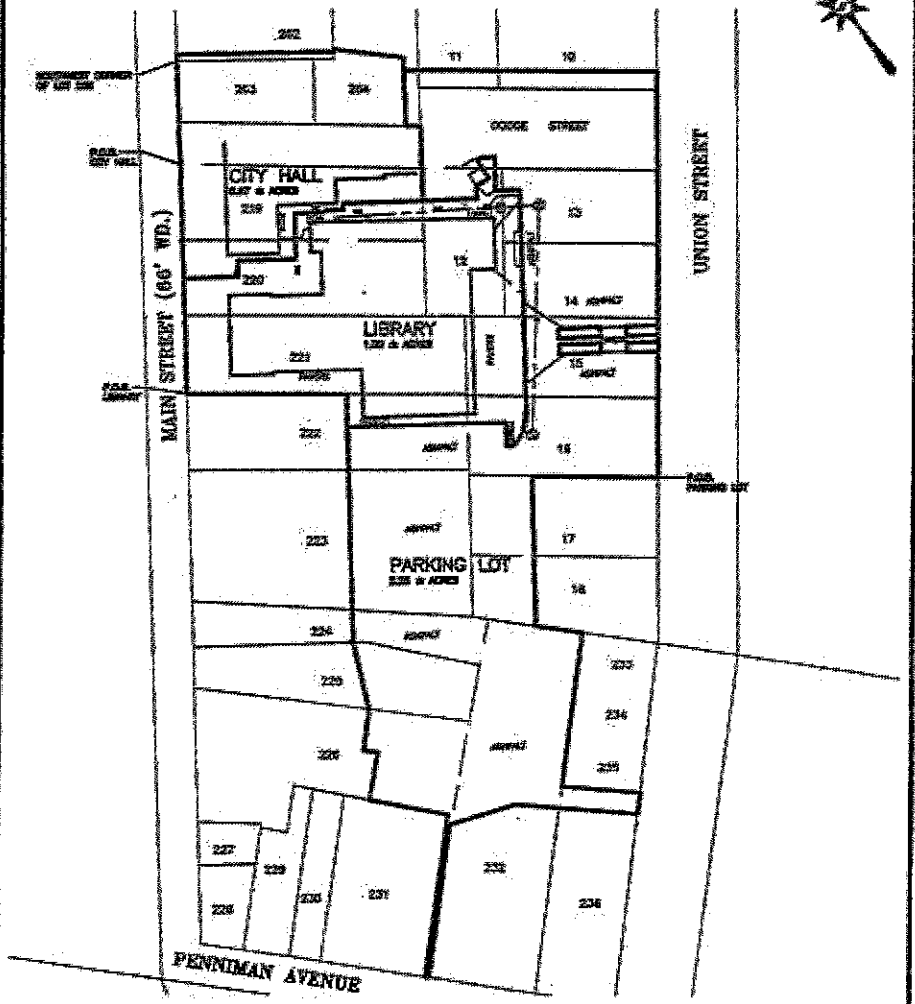
4.6. If any provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law. This Agreement shall be construed reasonably to accomplish its purposes.

7. Prior to the commencement of construction, the Library and its contractors shall obtain and maintain appropriate public liability and builder's risk insurance, in

EXHIBIT A



CERTIFICATE OF SURVEY OVER ALL KEY



LEGAL DESCRIPTION
SEE ATTACHED



SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON 08/23/14 AND THAT THE FIELD OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS LESS THAN 1/5000 AND THAT ALL REQUIREMENTS OF P.L. 132 OF 1970 HAVE BEEN COMPLIED WITH.

Greg L. Ash
GREG L. ASH, P.L.S. #28400

LEGEND

FOUND CORNER MARK	FLAG	BRONZE DISK	SEE
POINT OF BEGINNING	FLAG	STEEL DISK	SD
W.C. LINDER	A	STANDARD INSTRUMENT	SI
BRONZE	BR	TAPE	T
CHISEL SIGN	CS	TRIP	TR
CHISEL LINDER	CL		

GLA SURVEYORS & ENGINEERS

8465 N. TERRITORIAL RD.
PLYMOUTH, MI 48170
PHONE: (734) 418-9650
FAX: (734) 418-9657
www.glasurveyor.com

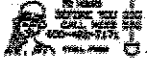
CLIENT:
PLYMOUTH DISTRICT LIBRARY
223 SOUTH MAIN STREET
PLYMOUTH, MI 48170

DATE: 04/01/15
JOB NO.: 1475-0219
FILE NO.: 1475-219

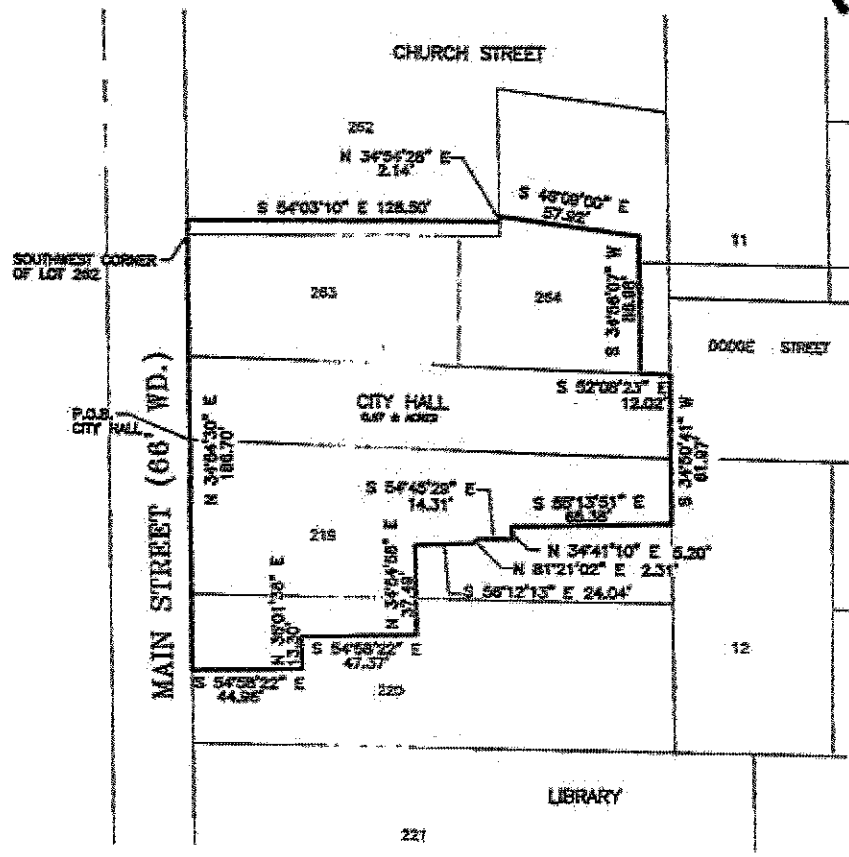


SHEET: 1 OF 7
DRAWN BY: G.L.B.

NOTE: GLA SURVEYORS & ENGINEERS, INC. ASSUMES NO RESPONSIBILITY FOR OWNERS SUPPLIED MEASUREMENTS. BOUNDARY LINE MUST VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.



CERTIFICATE OF SURVEY CITY HALL



LEGAL DESCRIPTION
SEE ATTACHED

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON 08/25/14 AND THAT THE BASIS OF CLAIM ON THE FOREGOING FIELD OBSERVATIONS OF EACH SURVEY WAS LESS THAN 1/10000 AND THAT ALL REQUIREMENTS OF P.L.A. 232 OF 1979 HAVE BEEN COMPLIED WITH.



Greg L. Ash
GREG L. ASH, P.L.S. #28400

LEGEND

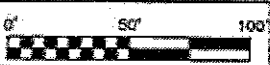
ROUND CORNER MARK	P.O.B.	STANDARD SYMBOL	SYMBOL
POINT OF BEGINNING	P.O.B.	STANDARD CORNER MARK	⊙
ADJ. LINES	A.	DIAGONAL MARKING	⊕
WOODS	W.		⊖
OPEN SPACES	O.S.		⊖
CHISEL LINDERS	CL.		⊖

GLA SURVEYORS & ENGINEERS

8495 N. TERRITORIAL RD.
PLYMOUTH, MI 48170
PHONE: (734) 418-8850
FAX: (734) 418-8657
www.glasurveyor.com

CLIENT:
PLYMOUTH DISTRICT LIBRARY
223 SOUTH MAIN STREET
PLYMOUTH, MI 48170

DATE: 04/01/15
JOB NO.: 1475-0219
FILE NO.: 1475-219

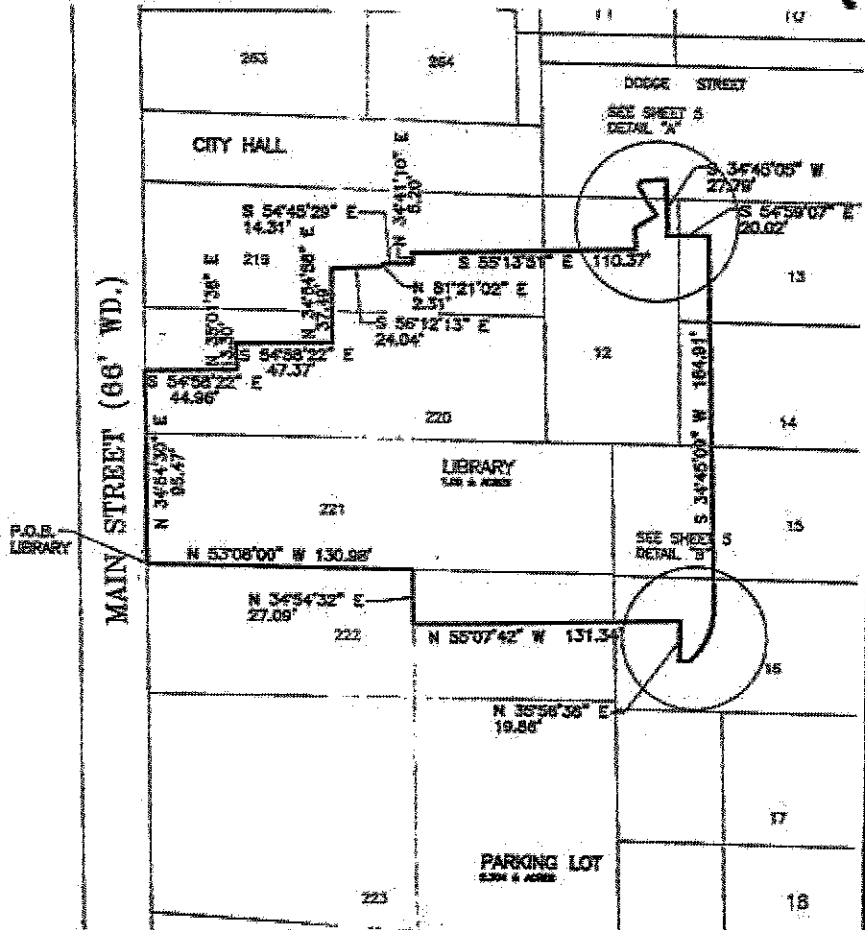


SHEET: 2 OF 7
DRAWN BY: G.L.B.

NOTE: GLA SURVEYORS & ENGINEERS, INC. ASSUMES NO RESPONSIBILITY FOR OWNER DERIVED BUILDING OVERSIGHTS. BUILDING/CLIENT MUST VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.



CERTIFICATE OF SURVEY LIBRARY



LEGAL DESCRIPTION

SEE ATTACHED

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON 08/23/16 AND THAT THE BASIS OF CLOSURE ON THE UNGUARDED FIELD OBSERVATIONS OF THIS SURVEY WAS LESS THAN 1/5000 AND THAT ALL REQUIREMENTS OF P.A. 133 OF 1979 HAVE BEEN COMPLIED WITH.



Greg L. Ash
GREG L. ASH, P.L.S. #28400

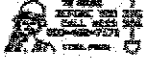
LEGEND

ROUND CORNER MARK	BEAR.	SURVEY POINT	SIZE
PLATE OF SURVEY	FACE	STEEL CORNER MARK	SIZE
LINE MARK	TYPE	SPRINKLE MARKER	SIZE
WOOD CORNER	TYPE	IRON	SIZE
CHISEL EDGED	TYPE	STONE	SIZE

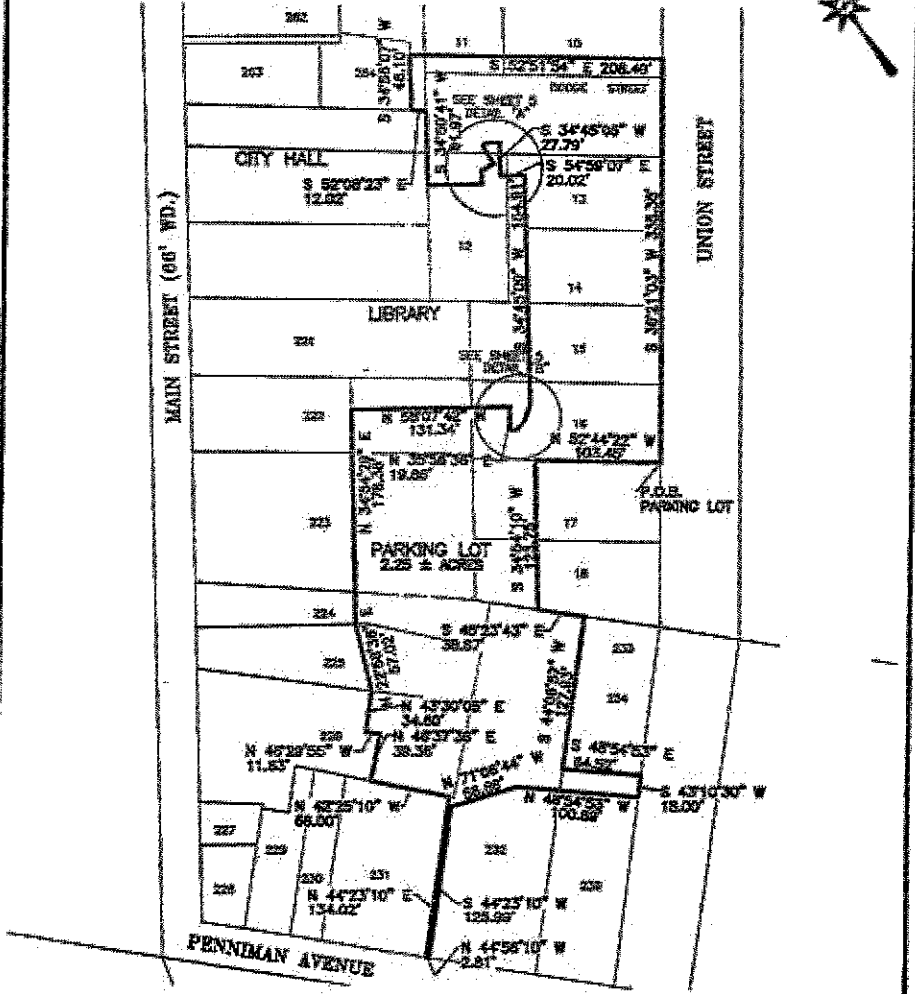
GLA SURVEYORS & ENGINEERS	8485 N. TERRITORIAL RD. PLYMOUTH, MI 48170	CLIENT: PLYMOUTH DISTRICT LIBRARY 223 SOUTH MAIN STREET PLYMOUTH, MI 48170
	PHONE: (734) 418-8880 FAX: (734) 418-9657 www.glasurveyor.com	

DATE: 04/01/15	SCALE: 1" = 80'	SHEET: 3 OF 7	DRAWN BY: G.L.E.
JOB NO.: 1475-0219			
FILE NO.: 1475-219			

NOTE: GLA SURVEYORS & ENGINEERS, INC. ACCEPTS NO RESPONSIBILITY FOR ERRORS CAUSED BY FIELD INSTRUMENTS, MAPPING/PRINTING, OR ANY OTHER FACTORS THAT MAY AFFECT THE ACCURACY OF THIS SURVEY PRIOR TO CONSTRUCTION.



CERTIFICATE OF SURVEY PARKING LOT



LEGAL DESCRIPTION
SEE ATTACHED



SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATED AND/OR DESCRIBED ON 05/23/14 AND THAT THE ERROR OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS LESS THAN 1/2000 AND THAT ALL REQUIREMENTS OF P.L. 132 OF 1970 HAVE BEEN COMPLIED WITH.

Greg L. Ash
GREG L. ASH, P.L.S. #28400

LEGEND

ROUND CONE W/BL. POINT OF BEGINNING AND LOWER	FLAT	SHARP BEND	OPEN CROSS BEND	SIZE
▲	○	○	○	1/4"
○	○	○	○	1/2"
○	○	○	○	3/4"
○	○	○	○	1"

GLA SURVEYORS & ENGINEERS
5495 N. TERRITORIAL RD.
PLYMOUTH, MI 48170
PHONE: (734) 418-9650
FAX: (734) 418-9657
www.glasurveyor.com

CLIENT:
PLYMOUTH DISTRICT LIBRARY
223 SOUTH MAIN STREET
PLYMOUTH, MI 48170

DATE: 04/01/15
JOB NO.: 1475-0219
FILE NO.: 1475-219

SCALE: 1" = 100'

SHEET: 4 OF 7
DRAWN BY: G.L.B.

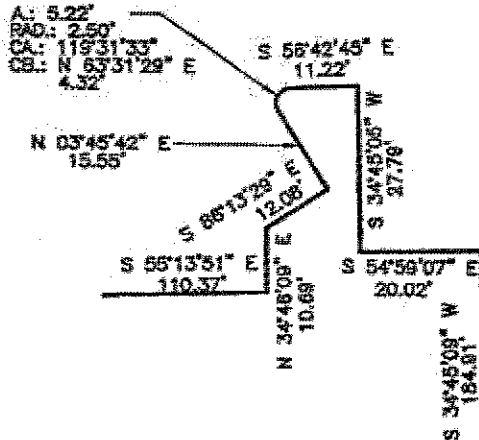
NOTED: GLA SURVEYING & ENGINEERS, INC. ASSUMES NO RESPONSIBILITY FOR OTHER SURVEYS BEYOND BOUNDARIES. SURVEY/CLIENT MUST VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.



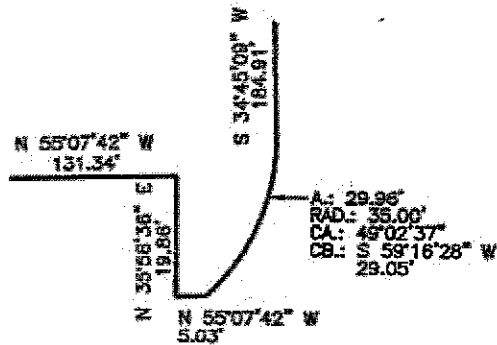
CERTIFICATE OF SURVEY DETAIL SHEET



DETAIL "A"



DETAIL "B"



GLA SURVEYORS & ENGINEERS

8495 N. TERRITORIAL RD.
PLYMOUTH, MI 48170
PHONE: (734) 416-9850
FAX: (734) 416-9857
www.glsurveyor.com

CLIENT:
PLYMOUTH DISTRICT LIBRARY
223 SOUTH MAIN STREET
PLYMOUTH, MI 48170

DATE: 04/01/15
JOB NO.: 1475-0219
FILE NO.: 1475-219

SCALE: 0' 20' 40'
1" = 20'

SHEET:
5 OF 7

DRAWN BY:
G.L.B.

NOTE: GLA SURVEYORS & ENGINEERS, INC. ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS. THE USER OF THIS SURVEY SHALL BE RESPONSIBLE FOR VERIFYING ALL MEASUREMENTS PRIOR TO CONSTRUCTION.

Library Description

Part of Lots 219, 220 and 222 and all of Lot 221 of ASSESSOR'S PLAT NO. 9 of part of the West ¼ of the Southwest ¼ of Section 26, North of Ann Arbor Street, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan as recorded in Liber 65 of Plats, page 7, Wayne County Records also part of Lots 12, 13, 14, 15 and 16 and part of vacated Dodge Street of FRALICK'S ADDITION of the Village of Plymouth (now City of Plymouth) Wayne County, Michigan as recorded in Liber 2 of Plats, page 24, Wayne County Records described as:

BEGINNING at the Southwest corner of said Lot 221 said corner also being the Northwestern corner of said Lot 222; thence N. 34° 54' 30" E. 95.47 feet along the Westerly lines of said Lots 221 and 220 said line also being the Easterly right of way line of South Main Street (66 feet wide); thence S. 54° 58' 22" E. 44.96 feet; thence N. 35° 01' 38" E. 13.30 feet; thence S. 54° 58' 22" E. 47.37 feet; thence N. 34° 54' 58" E. 37.49 feet; thence S. 56° 12' 13" E. 24.04 feet; thence N. 81° 21' 02" E. 2.31 feet; thence S. 54° 45' 29" E. 14.31 feet; thence N. 34° 41' 10" E. 5.20 feet; thence S. 55° 13' 51" E. 110.37 feet; thence N. 34° 46' 09" E. 10.69 feet; thence S. 86° 13' 29" E. 12.08 feet; thence N. 03° 48' 42" E. 15.55 feet; thence 5.22 feet along the arc of a curve to the right having a radius of 2.50 feet a central angle of 119° 31' 33" and a long chord bearing N. 63° 31' 29" E. 4.32 feet; thence S. 56° 42' 45" E. 11.22 feet; thence S. 34° 45' 05" W. 27.79 feet; thence S. 54° 58' 07" E. 20.02 feet; thence S. 34° 45' 09" W. 184.91 feet; thence 29.96 feet along the arc of a curve to the right having a radius of 35 feet a central angle of 49° 02' 37" and a long chord bearing S. 59° 16' 28" W. 29.05 feet; thence N. 55° 07' 42" W. 5.03 feet; thence N. 35° 56' 36" E. 19.86 feet; thence N. 65° 07' 42" W. 131.34 feet; thence N. 34° 54' 32" E. 27.09 feet to a point on the Southerly line of said Lot 221; and thence N. 53° 08' 00" W. 130.98 feet to the POINT OF BEGINNING. Containing 1.00 acres of land, more or less. Subject to any and all easements or rights of way of record, if any.

City Hall

Part of Lots 219 and 220 of ASSESSOR'S PLYMOUTH PLAT NO. 9 of part of the West ¼ of the Southwest ¼ of Section 26, North of Ann Arbor Street, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan as recorded in Liber 65 of Plats, page 7, Wayne County Records, also part of Lots 262 and 264, all of Lot 263 and all of vacated Dodge Street of ASSESSOR'S PLYMOUTH PLAT NO. 10 of part of the West ¼ of Section 26, South of Main Street and Lot 1 of FRALICK'S ADDITION to the Village of Plymouth of part of Section 26, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan as recorded in Liber 2 of Plats, page 24, Wayne County Records, being more particularly described as:

BEGINNING at the Northwest corner of said Lot 219; thence N. 34° 54' 30" E. 91.65 feet along the Easterly right of way line of South Main Street (66 feet wide); thence S. 54° 03' 10" E. 128.50 feet to a point on a Westerly line of said Lot 264; thence N. 34° 54' 28" E. 2.14 feet along said Westerly line of Lot 264; thence S. 46° 09' 00" E. 57.92 feet; thence S. 34° 58' 07" W. 56.96 feet to a point on the Southerly line of said Lot 264; thence S. 52° 08' 23" E. 12.02 feet along said Southerly line of Lot 264 to the Southeast corner of said Lot 264; thence S. 34° 50' 41" W. 81.97 feet along the Easterly line of said ASSESSOR'S PLYMOUTH PLAT NO. 10 AND NO. 9; thence N. 55° 13' 51" W. 65.38 feet; thence S. 34° 41' 10" W. 5.20 feet; thence N. 54° 45' 29" W. 14.31 feet; thence S. 81° 21' 02" W. 2.31 feet; thence N. 56° 12' 13" W. 24.04 feet; thence S. 34° 54' 58" W. 37.49 feet; thence N. 54° 58' 22" W. 47.37 feet; thence S. 35° 01' 38" W. 13.30 feet; thence N. 54° 58' 22" W. 44.96 feet to a point on said East right of way line of South Main Street; and thence N. 34° 54' 30" E. 95.05 feet along said East right of way line to the POINT OF BEGINNING. Containing 0.67 acres of land, more or less. Subject to any and all easements or rights of way of record, if any.

1475-02198 3/23/15

Parking Lot

Part of Lots 10, 11, 12, 13, 14, 15, 16, 17 and 18 and all of vacated Dodge Street of FRALICK'S ADDITION to the Village of Plymouth (now City of Plymouth) as recorded in Liber 2 of Plats, page 24, Wayne County Records, also Part of Lots 221, 223, 224, 225, 226, 232 and 236 of ASSESSOR'S PLYMOUTH PLAT NO. 9 of part of the West ¼ of the Southwest ¼ of Section 26, North of Ann Arbor Street, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan as recorded in Liber 65 of Plats, page 7, Wayne County Records also part of Lot 264 of ASSESSOR'S PLYMOUTH PLAT NO. 10 of part of the West ¼ of Section 26, South of Main Street and Lot 1 of FRALICK'S ADDITION to Village of Plymouth of part of Section 26, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan as recorded in Liber 65 of Plats, page 8, Wayne County Records being more particularly described as:

BEGINNING at the Southeast corner of said Lot 16; thence N. 52° 44' 22" W. 103.45 feet along said South line of said Lot 16; thence S. 34° 54' 10" W. 123.75 feet to a point on the Southwesterly line of said Lot 18; thence S. 45° 23' 43" E. 38.87 feet to the Northeastly corner of said Lot 232; thence S. 44° 06' 57" W. 127.93 feet along the Southeastly line of said Lot 232 to the Northwestly corner of said Lot 236; thence S. 48° 54' 53" E. 64.52 feet along the Northeastly line of said Lot 236 to its Northeastly corner; thence S. 43° 10' 30" W. 18.00 feet along the Southeastly line of said Lot 236 said line also being the Northwestly right of way line of Union Street (variable width); thence N. 48° 54' 53" W. 100.89 feet; thence N. 71° 06' 44" W. 56.66 feet; thence S. 44° 23' 10" W. 125.99 feet to a point on the Northeastly right of way line of Penniman Avenue (66 feet wide); thence N. 44° 56' 10" W. 2.81 feet along said Northeastly right of way line of Penniman Avenue to the Southwestly corner of Lot 232; thence N. 44° 23' 10" E. 134.02 feet along the Northwestly line of said Lot 232; thence N. 42° 25' 10" W. 69.00 feet along the Southwestly line of said Lot 228; thence N. 46° 37' 38" E. 39.36 feet; thence N. 48° 29' 55" W. 11.63 feet; thence N. 43° 30' 05" E. 34.60 feet; thence N. 22° 58' 36" E. 57.02 feet; thence N. 34° 54' 29" E. 178.36 feet; thence S. 56° 07' 42" E. 131.34 feet; thence S. 35° 59' 36" W. 19.86 feet; thence S. 55° 07' 42" E. 5.03 feet; thence 29.96 feet along the arc of a curve to the left having a radius of 35.00 feet a central angle of 49° 02' 37" and a long chord bearing N. 59° 16' 26" E. 29.05 feet; thence N. 34° 45' 08" E. 184.91 feet; thence N. 54° 59' 07" W. 20.02 feet; thence N. 34° 45' 05" E. 27.79 feet; thence S. 56° 42' 45" W. 11.22 feet; thence 5.22 feet along the arc of a curve to the left having a radius of 2.50 feet a central angle of 119° 31' 33" and a long chord bearing 4.32 feet; thence S. 03° 45' 42" W. 15.56 feet; thence N. 66° 13' 29" W. 12.08 feet; thence S. 34° 46' 09" W. 10.69 feet; thence N. 55° 13' 51" W. 45.00 feet to a point on the Northwestly line of said Lot 12 said line also being the Northwestly line of FRALICK'S ADDITION; thence N. 34° 50' 41" E. 61.97 feet along said Northwestly line of FRALICK'S ADDITION to the Southeastly corner of said Lot 264; thence N. 52° 08' 23" W. 12.02 feet along the Southwestly line of said Lot 264; thence N. 34° 56' 07" E. 46.10 feet to a point on the Southwestly right of way line of Church Street (variable width); thence S. 52° 51' 54" E. 206.49 feet along said Southwestly right of way line of Church Street to the Northwestly right of way line of Union Street (66 feet wide); and thence S. 36° 21' 03" W. 335.35 feet along said Northwestly right of way line to the POINT OF BEGINNING. Containing 2.25 acres of land, more or less. Subject to any and all easements or rights of way of record, if any.

1475-02198 3/23/15

EXHIBIT B

SAMPLE RESOLUTION

WHEREAS The City Commission is aware that the Plymouth District Library was awarded a grant for the construction of a small outdoor amphitheater area to be used for library programming and located between Plymouth City Hall and the Library building on the Main St. side of the buildings, and

WHEREAS The activation of additional outdoor programming areas is in alignment with the City's Master Plan and the City Commission's Five-Year Strategic Plan to pursue additional recreational and public green space opportunities and facilities for all ages; and

WHEREAS The construction portion of the proposed project will impact City property, the construction easement will be effective through project completion and requires the restoration of all impacted areas on city property,

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve and grant the enclosed construction easement between the City and the Library and authorize the mayor to sign the same.



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: *Memorandum - Library Access Easement for Amphitheater - 07-03-23*
Date: June 29, 2023
RE: Library Amphitheater Access Easement

Background

The City Commission may be aware that the District Library is planning on installing a small outdoor amphitheater in the area between the City Hall and the Library. This easement is needed because technically the amphitheater would be built on city property. This easement is "permanent" from the standpoint that it will remain in play until the much-delayed property swap between the library and the city is completed.

This is the second of two actions to allow the library to build their small amphitheater between the city hall and the library. We understand that this will be a small group setting for outdoor programming.

We have attached a memorandum from John Buzuvis which gives further explanation for this action item related to the temporary construction easement across City property.

Recommendation

The City Administration recommends that the City Commission authorize an access easement to allow the library to use an outdoor amphitheater in the area between the City Hall and the library building.

We have provided 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 John Buzuvis or myself.



Administrative Recommendation

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

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

To: Paul Sincock, City Manager

From: John Buzuvis, Economic Development Director 

CC: S:\Community Development\John\Library Property Swap\Amphitheater

Date: June 26, 2023

RE: Library Outdoor Amphitheater Permanent Access Easement

Background: As you are aware the Plymouth District Library has received a grant from the Wilcox Foundation to build an outdoor amphitheater area between City Hall and the Library's property on the Main St. side of the buildings. A rendering of the proposed project is enclosed as additional background. The new area is intended to be used for outdoor library programming and will have a performance stage, seating, and ADA access. Access to the outdoor programming area will be from the porch of the library; however, part of the finished project will be on city property and patrons will technically be using a library amenity located on city property. A permanent access easement will provide for these conditions and a draft of the same is enclosed for your review.

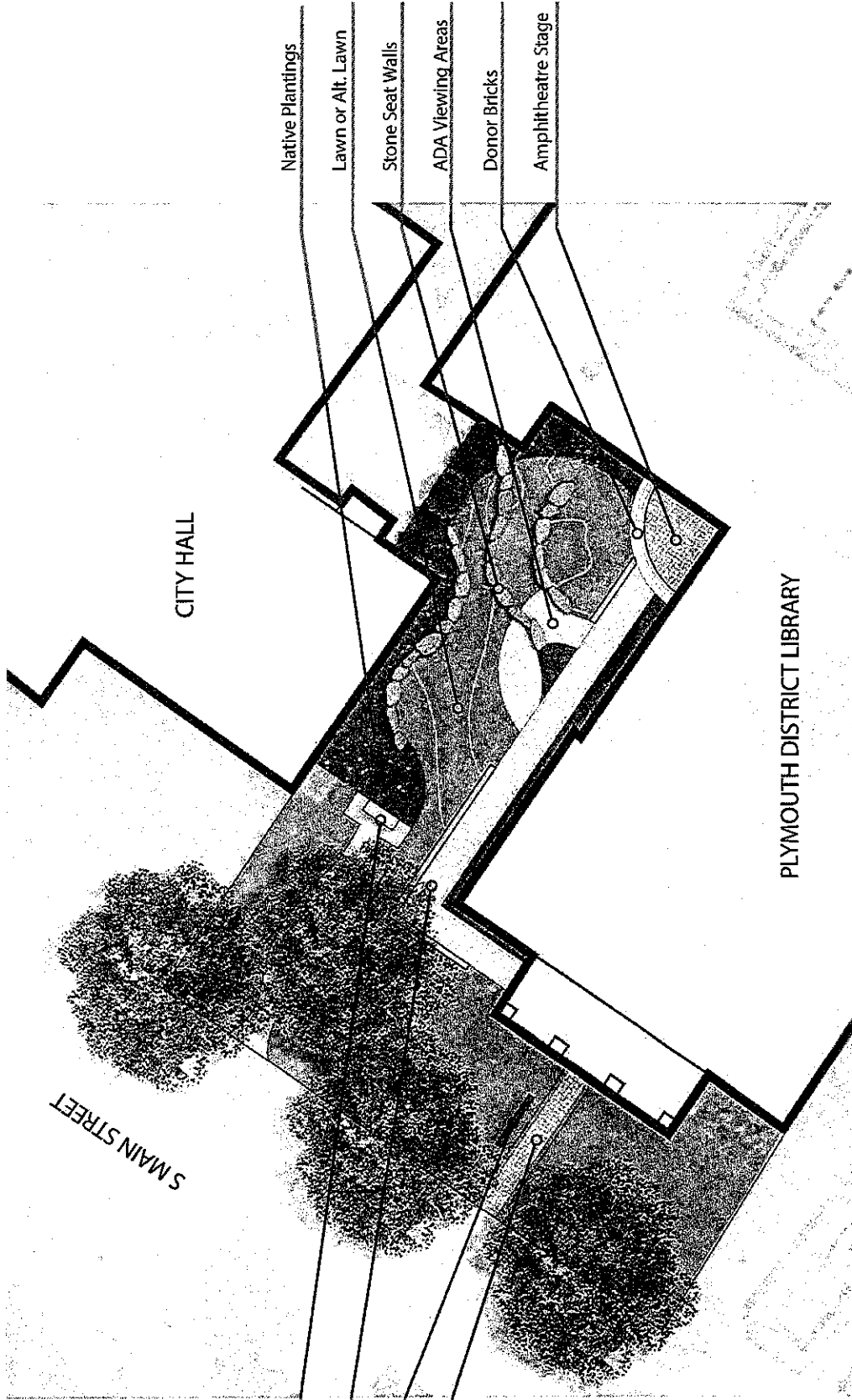
While the enclosed access easement is "permanent" it will only be effective until the "property swap" that city and library administration has been working on for some time is complete. As you are aware the city administration has worked with the library's administration over the past few years (as other tasks permit) on defining and finalizing a "property swap" between the library and city to correct parts of the library being on city property and parts of City Hall being on Library property. Once this property swap is complete the access easement will not be necessary as the entirety of the project will be located on library property. COVID put a significant prolonged work stoppage on this project. The administration has recently met with the library leadership and both administrative teams are working to resolve this by the end of this calendar year. Once the property swap is completed the enclosed permanent access agreement will be unnecessary and invalid.

The grant award requires the project to begin this season. Therefore, a permanent access agreement is required as a stopgap until the property swap is complete. Like the temporary construction easement city staff and library design teams have

worked together for the last few months on this project and anticipate the project to break ground soon. The City Attorney has reviewed and is comfortable with the enclosed easement document.

Recommendation: The administration recommends that the City Commission review, approve and authorize the mayor to sign the enclosed permanent access easement to last in perpetuity or until the “property swap” is completed. A sample resolution is enclosed for your review.

PROJECT RENDERING



Ex. Monument

ADA Accessible Walkway

Relocated Sign

New Walkway

Native Plantings

Lawn or Alt. Lawn

Stone Seat Walls

ADA Viewing Areas

Donor Bricks

Amphitheatre Stage

CITY HALL

S MAIN STREET

PLYMOUTH DISTRICT LIBRARY

INSITE
design studio, inc.
 landscape architecture

Plymouth, Michigan

06.05.2023

KT + SGR + JMW

Rendered

Site Plan

Plymouth District Library

The information shown
 is based on the best
 information available
 and is subject to change
 without notice.



Insite Design Studio
 412 Longshore Drive
 Ann Arbor, 41804

DRAFT ACCESS AGREEMENT

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (“Agreement”) is made this __ day of _____, 2023 by and between the City of Plymouth (the “City”), a Michigan municipal corporation, of 201 S. Main Street, Plymouth, Michigan 48170, and the Plymouth District Library (the “Library”), a Michigan district library, of 223 S. Main Street, Plymouth, Michigan 48170.

RECITALS

WHEREAS, the City owns or will own the real property described on the attached **Exhibit A** as the “City Hall” property and the “Parking Lot” (together, the “City Property”); and

WHEREAS, the Library owns or will own the real property described on the attached **Exhibit A** as the Library property (the “Library Property”); and

WHEREAS, the Library is constructing a landscaping/garden space (the “Garden Space”) as roughly depicted on **Exhibit B**, and needs permanent access on the City Property to the Garden Space;

NOW, THEREFORE, for One Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

PROVISIONS

1. The City grants to the Library a permanent, non-exclusive, perpetual access easement, on and to the City Property for access purposes to the Garden Space and for the use of any and all driveways serving the Library Property and/or the City Property.
2. At its sole cost and expense, the Library shall take reasonable precautions to minimize disruption to the City Property and City operations.

3. This access easement expires at such time as the City and the Library agree in writing after the recording of deeds and easements to each other for correcting and adjusting boundaries between the City Property and Library Property.

4. This Agreement shall burden and benefit the Library Property and the City Property, and shall run with the land. This Agreement shall be binding upon the parties and their successors and assigns. The parties represent that they have received appropriate authorization to enter into this Agreement.

5. If any provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law. This Agreement shall be construed reasonably to accomplish its purposes.

6. The Library shall obtain and maintain appropriate public liability insurance, in amounts acceptable to the City, and shall name the City as an additional insured with respect to such insurance, and deliver certificates of insurance to the City.

6.7. The Library agrees to indemnify and hold the City harmless from all costs, expenses, damages, injuries, claims and liabilities arising out of Library and its invitees' and patrons' acts or omissions that may arise out of Library's use of the access and of City Property.

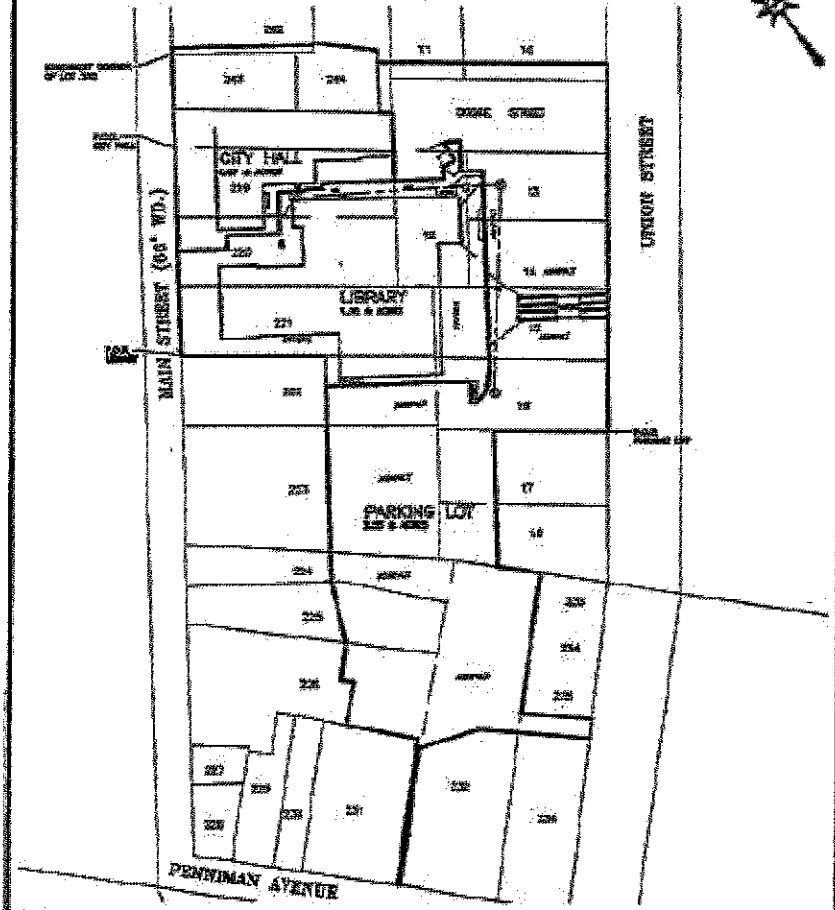
7.8. This Agreement shall be effective upon execution by the City and the Library.

8.9. This easement is exempt from all transfer taxes under MCL 207.505(a) and MCL 207.526(a) because value of the consideration is less than \$100, and under MCL 207.505(h)(i) and MCL 207.526(h)(i) because the parties are municipal corporations.

EXHIBIT A



CERTIFICATE OF SURVEY OVER ALL KEY



LEGAL DESCRIPTION
SEE ARCHIVES



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE PERSONALLY AND INDEPENDENTLY EXAMINED THE RECORDS OF THE REGISTERED PROFESSIONAL SURVEYORS OF THIS STATE AND THE RECORDS OF THE UNREGISTERED FIELD SURVEYORS OF THIS STATE AND I HAVE FOUND THAT ALL REQUIREMENTS OF P.A. 128 OF 1978 HAVE BEEN COMPLIED WITH.

Greg L. Ash
GREG L. ASH, P.L.S. #28400

LEGEND

ADJACENT PROPERTY	EXISTING	PROPERTY BOUNDARY	EXISTING
ADJACENT PROPERTY	EXISTING	PROPERTY BOUNDARY	EXISTING
ADJACENT PROPERTY	EXISTING	PROPERTY BOUNDARY	EXISTING
ADJACENT PROPERTY	EXISTING	PROPERTY BOUNDARY	EXISTING

GLA
SURVEYORS & ENGINEERS

8455 N. TERRITORIAL RD.
PLYMOUTH, MI 48170
PHONE: (313) 418-8850
FAX: (313) 418-8837
www.glsurveyors.com

CLIENT:
PLYMOUTH DISTRICT LIBRARY
223 SOUTH MAIN STREET
PLYMOUTH, MI 48170

DATE: 04/01/13
JOB NO.: 1475-0219
FILE NO.: 1475-219

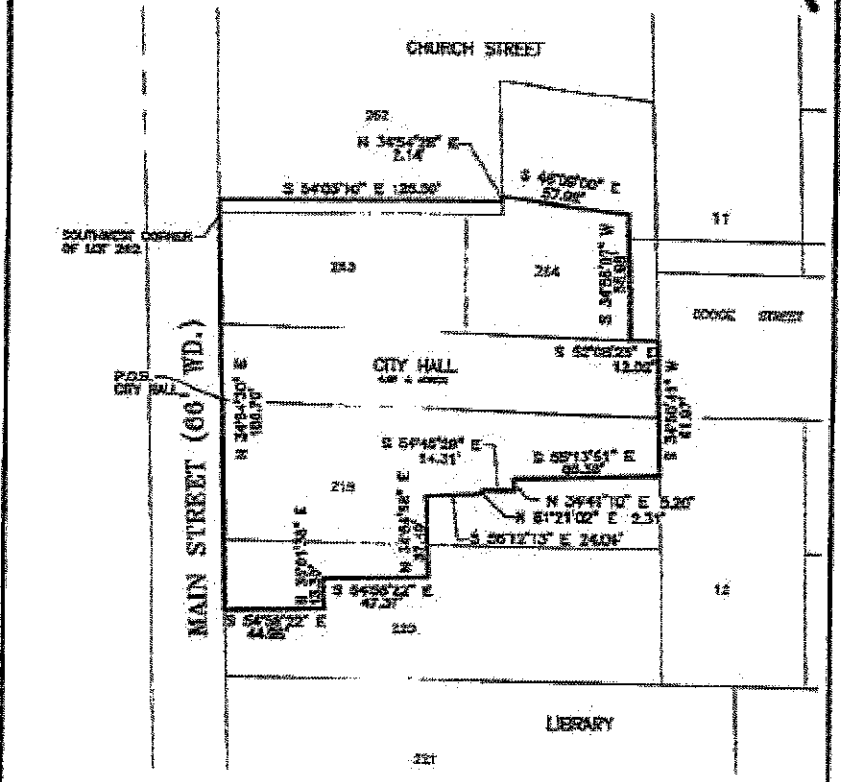
SCALE: 1" = 100'

SHEET: 1 OF 7
DRAWN BY: G.L.A.

NOTE: THIS CERTIFICATE IS VALID FOR THE PROJECT AND SITE ONLY. IT DOES NOT GUARANTEE THE ACCURACY OF THE SURVEY DATA OR THE CONSTRUCTION OF THE PROJECT. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE SURVEY DATA OR THE CONSTRUCTION OF THE PROJECT.



CERTIFICATE OF SURVEY CITY HALL



LEGAL DESCRIPTION
SEE ATTACHED



SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT I HAVE SURVEYED AND MARKED THE LAND ABOVE PLATTED AND/OR ESTABLISHED ON 04/07/15 AND THAT THE INFO. OF RECORD ON THE UNREGISTERED P.L.S. DESCRIBING OF SAID SURVEY WAS LESS THAN 1/2000 AND THAT ALL REQUIREMENTS OF P.A. 102 OF 1970 WERE SOON COMPLETED WITH.

Greg L. Ash
GREG L. ASH, P.L.S. #28400

LEGEND

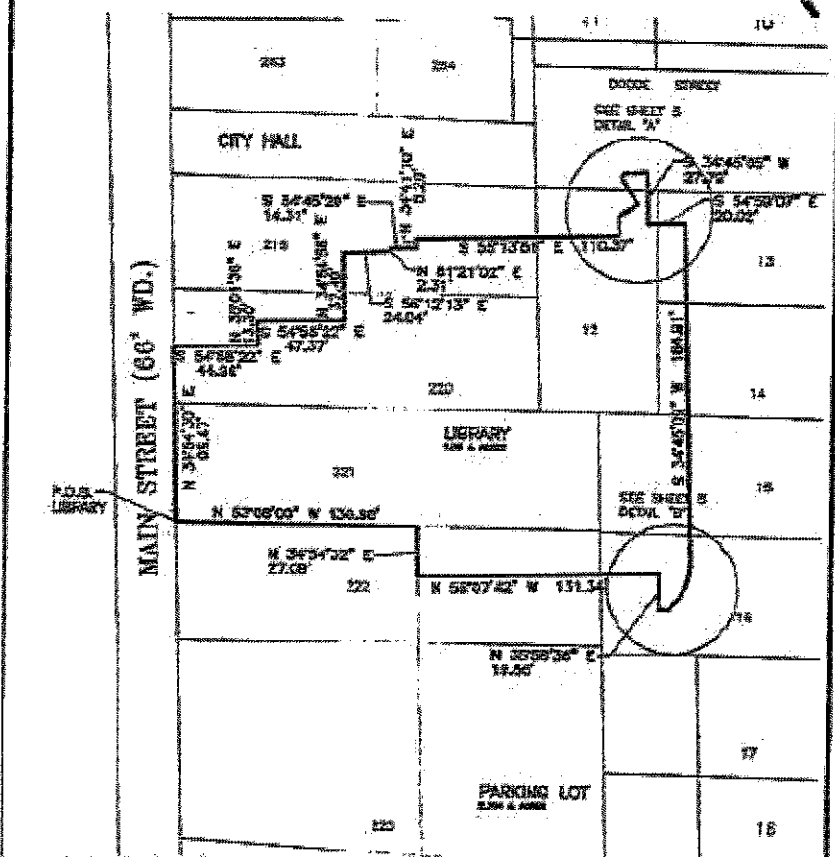
PLATE CONC. WIRE	CONC.	Boundary Mark	CONC.
PAINT OF REPAIRS	PAINT	200' or 300' Station	CONC.
AND SURVEY	PAINT	PROPERTY MARKER	CONC.
WOODEN	PAINT	CONC.	CONC.
WOODEN	PAINT	CONC.	CONC.
WOODEN	PAINT	CONC.	CONC.

GLA SURVEYORS & ENGINEERS	8495 N. TERRITORIAL RD. PLYMOUTH, WI 48170	CLIENT: PLYMOUTH DISTRICT LIBRARY 223 SOUTH MAIN STREET PLYMOUTH, WI 48170
	PHONE: (734) 419-9630 FAX: (734) 419-9637 www.glasurveyors.com	
DATE: 04/07/15 JOB NO.: 1475-0210 FILE NO.: 1475-219	SCALE: 1" = 50' 	SHEET: 2 OF 7 DRAWN BY: G.L.A.

NOTE: THE SURVEYING & ENGINEERING BOARD HAS REVIEWED THE INFORMATION ON THIS SURVEY AND HAS FOUND IT TO BE ACCURATE AND COMPLETE. ANY ALTERNATIONS MUST BE APPROVED BY THE BOARD.



CERTIFICATE OF SURVEY LIBRARY



LEGAL DESCRIPTION
SEE ATTACHED



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE PERSONALLY AND CAREFULLY EXAMINED THE DATA AND RECORDS ON WHICH THIS SURVEY WAS BASED AND THAT THE SAME ARE TRUE AND CORRECT AND THAT NO REQUIREMENTS OF R.L.A. 126 OF 1978 HAVE BEEN COMPLIED WITH.

Greg L. Ash
GREG L. ASH, P.L.S. #28405

LEGEND

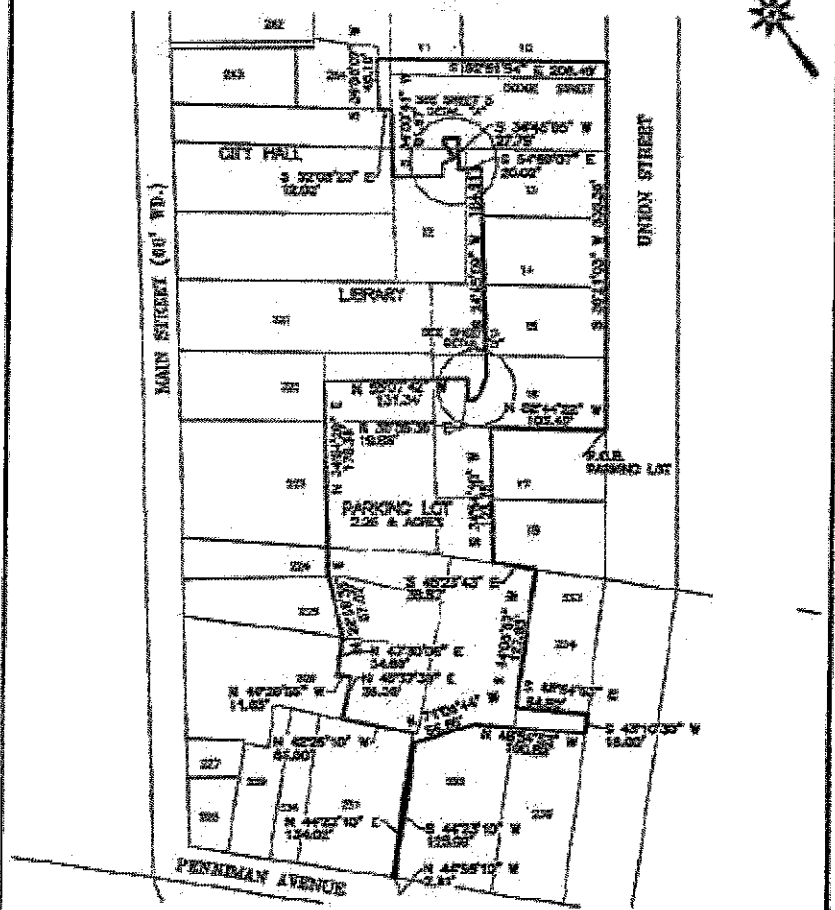
POINT OF BEGINNING	FILE	STATION MARK	ADJACENT PROPERTY
ADJACENT PROPERTY	ADJ.	ADJ.	ADJ.
ADJACENT PROPERTY	ADJ.	ADJ.	ADJ.
ADJACENT PROPERTY	ADJ.	ADJ.	ADJ.

<p>GLA SURVEYORS & ENGINEERS</p>	<p>8405 N. TERRITORIAL RD. PLYMOUTH, MI 48178 PHONE: (734) 416-2650 FAX: (734) 416-2657 www.glasurveyor.com</p>	<p>CLIENT: PLYMOUTH DISTRICT LIBRARY 223 SOUTH MAIN STREET PLYMOUTH, MI 48178</p>
	<p>DATE: 04/07/15 JOB NO.: 1475-0219 FILE NO.: 1475-219</p>	<p>SCALE: 1" = 60' 0' 60' 120'</p>

NOTE: GLA SURVEYORS & ENGINEERS, P.C. ASSUMES NO RESPONSIBILITY FOR OTHER SURVEYED MATERIAL SUBMITTED. QUALITY CONTROL NOT VIEWED AS NECESSARY PRIOR TO CONSTRUCTION.



CERTIFICATE OF SURVEY PARKING LOT



LEGAL DESCRIPTION

SEE ATTACHED

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MARKED THE LAND AREAS PLANNED AND/OR DESCRIBED ON SHEET 14 AND THAT THE BASIS OF RECORD FOR THE UNDISTURBED PORTION DESCRIBED ON THIS SURVEY WAS LAST DATED 1/20/00 AND THAT ALL REQUIREMENTS OF P.A. 28 OF 1995 HAVE BEEN COMPLIED WITH.



Greg L. Ash
GREG L. ASH, P.L.S. #28408

LEGEND

PLANNED BOUNDARY LINE
EXISTING BOUNDARY LINE
EASEMENT
ADJACENT PROPERTY
UTILITY LINE
ELECTRICITY
WATER
SEWER
GAS

GLA SURVEYORS & ENGINEERS

8485 N. TERRITORIAL RD.
PLYMOUTH, MI 48170
PHONE: (734) 416-3650
FAX: (734) 416-8857
www.glaengineers.com

CLIENT:
PLYMOUTH DISTRICT LIBRARY
223 SOUTH MAIN STREET
PLYMOUTH, MI 48170

DATE: 04/01/15
JOB NO.: 1475-0319
FILE NO.: 1475-219



SHEET: 4 OF 7
DRAWN BY: G.L.B.

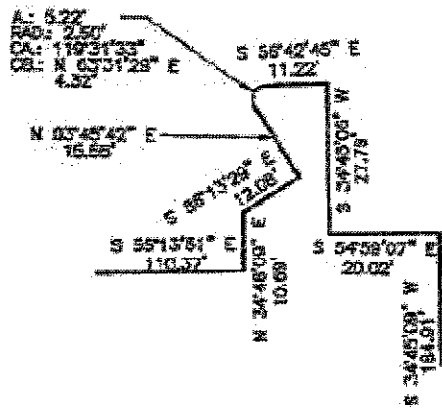
WITH G.L.A. SURVEYORS & ENGINEERS, INC. LICENSE NO. 4887-000017
FOR OTHER SERVICES PLEASE CONTACT: 4887-000017-0001
WEBSITE: www.glaengineers.com



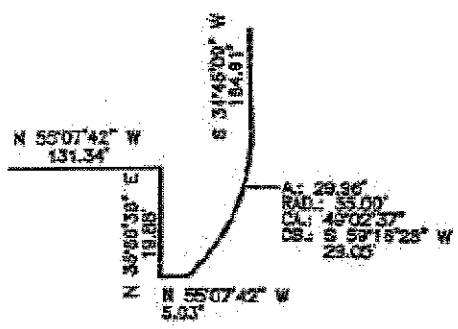
CERTIFICATE OF SURVEY DETAIL SHEET



DETAIL "A"



DETAIL "B"



	8455 N. TERRITORIAL RD. PLYMOUTH, MI 48170 PHONE: (734) 416-6822 FAX: (734) 416-4857 www.glasurveyor.com	CLIENT: PLYMOUTH DISTRICT LIBRARY 223 SOUTH MAIN STREET PLYMOUTH, MI 48170	
	DATE: 04/01/15 JOB NO.: 1475-0219 FILE NO.: 1475-219	SCALE: 1" = 20' 	SHEET: 3 OF 7

GLA SURVEYORS & ENGINEERS, P.C. HEREBY IS RESPONSIBLE FOR ANY AND ALL MISTAKES OR OMISSIONS IN THIS SURVEY AND SHALL BE RESPONSIBLE FOR ANY AND ALL MISTAKES OR OMISSIONS IN THIS SURVEY AND SHALL BE RESPONSIBLE FOR ANY AND ALL MISTAKES OR OMISSIONS IN THIS SURVEY.

Literary Description

Part of Lots 219, 220 and 222 and all of Lot 221 of ASSESSOR'S PLAT NO. 9 of part of the West ½ of the Southwest ¼ of Section 26, North of Ann Arbor Street, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan as recorded in Liber 65 of Plats, page 7, Wayne County Records also part of Lots 12, 13, 14, 15 and 16 and part of vacated Dodge Street of FRALICK'S ADDITION of the Village of Plymouth (now City of Plymouth) Wayne County, Michigan as recorded in Liber 2 of Plats, page 24, Wayne County Records described as:

BEGINNING at the Southwest corner of said Lot 221 said corner also being the Northwest corner of said Lot 222; thence N. 34° 54' 30" E. 85.47 feet along the Westerly line of said Lots 221 and 220 said line also being the Easterly right of way line of South Main Street (66 feet wide); thence S. 54° 58' 22" E. 44.96 feet; thence N. 35° 01' 38" E. 13.30 feet; thence S. 54° 58' 22" E. 47.37 feet; thence N. 34° 54' 58" E. 37.49 feet; thence S. 55° 12' 13" E. 24.04 feet; thence N. 81° 21' 02" E. 2.31 feet; thence S. 54° 45' 29" E. 14.31 feet; thence N. 34° 41' 10" E. 5.20 feet; thence S. 55° 13' 51" E. 110.37 feet; thence N. 34° 40' 09" E. 10.89 feet; thence S. 55° 13' 29" E. 12.08 feet; thence N. 03° 45' 42" E. 15.55 feet; thence 5.22 feet along the arc of a curve to the right having a radius of 2.50 feet a central angle of 110° 31' 33" and a long chord bearing N. 83° 31' 29" E. 4.32 feet; thence S. 56° 42' 45" E. 11.22 feet; thence S. 34° 45' 05" W. 27.79 feet; thence S. 54° 59' 07" E. 20.02 feet; thence S. 34° 45' 09" W. 184.91 feet; thence 29.95 feet along the arc of a curve to the right having a radius of 35 feet a central angle of 40° 02' 37" and a long chord bearing S. 50° 10' 28" W. 29.05 feet; thence N. 55° 07' 42" W. 5.03 feet; thence N. 35° 58' 38" E. 10.88 feet; thence N. 55° 07' 42" W. 131.34 feet; thence N. 34° 54' 32" E. 27.09 feet to a point on the Southerly line of said Lot 221; and thence N. 53° 08' 00" W. 130.98 feet to the POINT OF BEGINNING. Containing 1.00 acres of land, more or less. Subject to any and all easements or rights of way of record, if any.

City Hall

Part of Lots 219 and 220 of ASSESSOR'S PLYMOUTH PLAT NO. 9 of part of the West ½ of the Southwest ¼ of Section 26, North of Ann Arbor Street, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan as recorded in Liber 65 of Plats, page 7, Wayne County Records, also part of Lots 263 and 264, all of Lot 263 and all of vacated Dodge Street of ASSESSOR'S PLYMOUTH PLAT NO. 10 of part of the West ½ of Section 26, South of Main Street and Lot 1 of FRALICK'S ADDITION to the Village of Plymouth of part of Section 26, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan as recorded in Liber 2 of Plats, page 24, Wayne County Records, being more particularly described as:

BEGINNING at the Northwest corner of said Lot 219; thence N. 34° 54' 30" E. 81.85 feet along the Easterly right of way line of South Main Street (66 feet wide); thence S. 54° 03' 10" E. 126.50 feet to a point on a Westerly line of said Lot 264; thence N. 34° 54' 28" E. 2.14 feet along said Westerly line of Lot 264; thence S. 40° 08' 00" E. 37.92 feet; thence S. 34° 58' 87" W. 58.98 feet to a point on the Southerly line of said Lot 264; thence S. 52° 08' 23" E. 12.02 feet along said Southerly line of Lot 264 to the Southeast corner of said Lot 264; thence S. 34° 50' 41" W. 81.97 feet along the Easterly line of said ASSESSOR'S PLYMOUTH PLAT NO. 10 AND NO. 9; thence N. 55° 13' 51" W. 65.38 feet; thence S. 34° 41' 10" W. 5.20 feet; thence N. 54° 45' 29" W. 14.31 feet; thence S. 81° 21' 02" W. 2.31 feet; thence N. 56° 12' 13" W. 24.04 feet; thence S. 34° 54' 58" W. 37.49 feet; thence N. 54° 58' 22" W. 47.37 feet; thence S. 35° 01' 38" W. 13.30 feet; thence N. 54° 58' 22" W. 44.96 feet to a point on said East right of way line of South Main Street; and thence N. 34° 54' 30" E. 85.05 feet along said East right of way line to the POINT OF BEGINNING. Containing 0.67 acres of land, more or less. Subject to any and all easements or rights of way of record, if any.

475-02199 3/23/15

Parking Lot

Part of Lots 10, 11, 12, 13, 14, 15, 16, 17 and 18 and all of vacated Dodge Street of FRALICK'S ADDITION to the Village of Plymouth (now City of Plymouth) as recorded in Liber 2 of Plats, page 24, Wayne County Records, also Part of Lots 221, 223, 224, 225, 226, 232 and 235 of ASSESSOR'S PLYMOUTH PLAT NO. 9 of part of the West 1/4 of the Southwest 1/4 of Section 26, North of Ann Arbor Street, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan as recorded in Liber 65 of Plats, page 7, Wayne County Records also part of Lot 264 of ASSESSOR'S PLYMOUTH PLAT NO. 10 of part of the West 1/4 of Section 26, South of Main Street and Lot 1 of FRALICK'S ADDITION to Village of Plymouth of part of Section 26, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan as recorded in Liber 65 of Plats, page 8, Wayne County Records being more particularly described as:

BEGINNING at the Southeast corner of said Lot 15; thence N. 52° 44' 22" W. 103.45 feet along said South line of said Lot 16; thence S. 34° 54' 10" W. 123.75 feet to a point on the Southwesterly line of said Lot 16; thence S. 45° 23' 43" E. 39.87 feet to the Northeastery corner of said Lot 232; thence S. 44° 08' 57" W. 127.99 feet along the Southeastery line of said Lot 232 to the Northwestery corner of said Lot 236; thence S. 48° 54' 53" E. 64.62 feet along the Northeastery line of said Lot 236 to its Northeastery corner; thence S. 43° 10' 30" W. 18.00 feet along the Southeastery line of said Lot 236 said line also being the Northwestery right of way line of Union Street (variable width); thence N. 46° 55' 53" W. 100.89 feet; thence N. 71° 08' 44" W. 56.66 feet; thence S. 44° 23' 10" W. 125.99 feet to a point on the Northeastery right of way line of Penniman Avenue (66 feet wide); thence N. 44° 55' 10" W. 2.81 feet along said Northeastery right of way line of Penniman Avenue to the Southwestery corner of Lot 232; thence N. 44° 23' 10" E. 134.02 feet along the Northwestery line of said Lot 232; thence N. 42° 26' 10" W. 68.00 feet along the Southwestery line of said Lot 225; thence N. 46° 37' 38" E. 39.36 feet; thence N. 46° 28' 55" W. 11.63 feet; thence N. 43° 30' 06" E. 84.60 feet; thence N. 22° 58' 36" E. 57.02 feet; thence N. 34° 54' 29" E. 178.38 feet; thence S. 55° 07' 42" E. 131.34 feet; thence S. 35° 56' 39" W. 18.66 feet; thence S. 35° 07' 42" E. 5.03 feet; thence 29.95 feet along the arc of a curve to the left having a radius of 35.00 feet a central angle of 49° 02' 37" and a long chord bearing N. 59° 16' 28" E. 29.05 feet; thence N. 34° 45' 00" E. 184.91 feet; thence N. 54° 59' 07" W. 29.02 feet; thence N. 34° 49' 09" E. 27.79 feet; thence S. 56° 42' 45" W. 11.22 feet; thence 5.22 feet along the arc of a curve to the left having a radius of 2.50 feet a central angle of 119° 31' 33" and a long chord bearing 4.22 feet; thence S. 03° 46' 42" W. 15.55 feet; thence N. 86° 19' 28" W. 12.05 feet; thence S. 34° 46' 08" W. 10.29 feet; thence N. 55° 13' 51" W. 45.00 feet to a point on the Northwestery line of said Lot 12 said line also being the Northwestery line of FRALICK'S ADDITION; thence N. 34° 50' 41" E. 61.67 feet along said Northwestery line of FRALICK'S ADDITION to the Southeastery corner of said Lot 264; thence N. 52° 08' 23" W. 12.02 feet along the Southwestery line of said Lot 264; thence N. 34° 55' 07" E. 46.10 feet to a point on the Southwestery right of way line of Church Street (variable width); thence S. 52° 51' 54" E. 208.49 feet along said Southwestery right of way line of Church Street to the Northwestery right of way line of Union Street (66 feet wide); and thence S. 36° 21' 03" W. 335.35 feet along said Northwestery right of way line to the POINT OF BEGINNING. Containing 2.25 acres of land, more or less. Subject to any and all easements or rights of way of record, if any.

1475-02100-32519

EXHIBIT B

SAMPLE RESOLUTION

WHEREAS The City Commission is aware that the Plymouth District Library was awarded a grant for the construction of a small outdoor amphitheater area to be used for library programming and located between Plymouth City Hall and the Library building on the Main St. side, and

WHEREAS The activation of additional outdoor programming areas is in alignment with the City's Master Plan and the City Commission's Five-Year Strategic Plan to pursue additional recreational and public green space opportunities and facilities for all ages; and

WHEREAS The project once completed will be partially located on what is currently city property, and

WHEREAS The City Commission is aware that the administration of the city and library are preparing several property transfers to correct parcel assignments for ownership, so the library sits completely on library property and City Hall sits completely on city property,

WHEREAS Upon completion of those property transfers the enclosed permanent access easement will not be necessary,

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve and grant the enclosed access easement between the City and the Library and authorize the mayor to sign the same.



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: *Memorandum - Confirmation of Real Estate Purchase - Wira Property - 07-03-23*
Date: June 29, 2023
RE: Title Company Requirement for Confirmation of Purchase

Background

We have been notified by Dennis Cowan, the City Attorney handling the purchase of the Wira property on Ann Arbor Trail and Deer Street that we need an additional document for Title Company. Please be advised that the Title company has requested that we complete a Resolution of the City Commission that confirms the purchase of the Wira property.

The City Attorney has prepared the attached Resolution for the City Commission to consider regarding this matter.

Recommendation

The City Attorney's offices recommends that the City Commission adopt the attached Resolution to confirm real estate purchase and authorize the Mayor to sign all of the documents related to the purchase. The City Manager would serve as a backup in the event that the Mayor was unavailable to sign the documents.

Should you have any questions in advance of the meeting, please feel free to contact Bob Marzano or myself.

**RESOLUTIONS
OF
CITY OF PLYMOUTH
TO CONFIRM REAL ESTATE PURCHASE
AND
AUTHORIZATION OF SIGNOR**

On this 3rd day of July, 2023, in accordance with applicable laws and the City Charter and Ordinances, the CITY OF PLYMOUTH, a Michigan municipal corporation (the "City"), by and through its City Commission, adopted the following resolutions:

IT IS RESOLVED that the purchase by the City of the real property known as Parcel Identification Number 006-10-0708-002, Plymouth, Michigan ("Property"), pursuant to the terms and conditions of that certain Real Estate Purchase Agreement between the City of Plymouth ("Purchaser") and Ann Arbor Building, LLC, a Michigan limited liability company ("Seller") dated June 7, 2023 (the "Purchase Agreement"), is ratified and approved by the City and shall stand on the books and records of the City.

IT IS FURTHER RESOLVED that Nicholas Moroz, Mayor of the City, is the authorized person who may enter into, execute and deliver any and all agreements including, but not limited to, any and all agreements for the purpose of completing the closing on the purchase of the Property pursuant to the Purchase Agreement, along with agreements and actions incidental thereto, and those agreements will bind the City.

IT IS FURTHER RESOLVED that in the absence or unavailability of the Mayor at closing, the City Manager, Paul Sincock, is authorized to enter into, execute and deliver any and all agreements including, but not limited to, any and all agreements for the purpose of completing the closing on the purchase of the Property pursuant to the Real Estate Purchase Agreement, and along with agreements incidental thereto, and those agreements will bind the City.

I have read all the provisions of these Resolutions and certify all statements and representations made in the Resolutions, as passed by the City Commission, are true and correct. I am authorized by the City to certify these Resolutions being adopted by the City.

CITY OF PLYMOUTH,
a Michigan municipal corporation

By: _____
Maureen Brodie
Its: City Clerk



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 - ICMA CPSM Study add data analysis - 07-03-23.docx*
Date: June 30, 2023
RE: Additional data collection for Fire Study

Background

The City Commission is aware that the ICMA Center for Public Safety Management is conducting a review of the Fire Department operations. The City of Plymouth has supplied the review team with all of the requested information on types of housing units, call reports, water system information and so on. The review team did a sight visit on June 20th & 21st to both Plymouth and Northville station. The team feels that they really need to add a data element to the study and review of the department operations.

The review team has proposed doing the data analysis using the Computer Aided Dispatch System that both Plymouth and Northville use. The proposed additional fee is \$15,000, which would be split between Northville and Plymouth. The City Administration has reviewed the request and believes that it is reasonable based on the outcomes of the site visit.

Recommendation

The City Administration recommends that the City Commission authorize an additional expenditure of up to \$15,000 for data analysis of fire calls for service for a one-year period. The cost would be shared with the City of Northville.

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

Sincock, Paul

From: Joe Pozzo <jpozzo@cpsm.us>
Sent: Friday, June 23, 2023 11:17 AM
To: glahanas@ci.northville.mi.us; Sincock, Paul
Cc: Jim Mauney; Thomas Wieczorek
Subject: CPSM Project

Paul, George,

First thank you for your hospitality, and the hospitality of the NCFD—it was an exceptional two days. Paul, I have read two chapters from the book you gave me (13 Ways to Kill Your Community) -fascinating read, thank you again.

An additional purpose of this email is to propose to both of you that the analysis would be much more credible and grounded with a data analysis. Our data analysis uses CAD and report data for a one year period and measure workload (concentration), response times (distribution), calls by time of day-day of week, resiliency (overlapping calls and effects of such), and ground transport from the NCFD and HVA and Superior (if they will cooperate). We also use the concentration data for demand mapping. After spending two days on the ground, it will be difficult to make operational recommendations that are salient and supported by data without a data analysis of both Northville and Plymouth, and the ambulance services.

If you consider this additional piece, it does extend the project out while we are collecting the response data, and our data team completes the analysis—most likely 90 days. The project is however extended at least 30 days now, as we have not received the information/documents from Northville yet.

I spoke to Tom Wieczorek, and because we have completed several studies in Plymouth, and Plymouth/Northville, our proposed fee for the data analysis is \$15,000.

If you would like to have this completed for the reasons stated above, Tom will work with you on a contract amendment.

Thank you,
JP

Joseph E. Pozzo, MPA, CFO, SHRM-SCP
Senior Manager for Fire and EMS
Center for Public Safety Management, LLC
Exclusive provider of public safety technical assistance for
International City/County Management Association
jpozzo@cpsm.us
386-785-7282
www.cpsm.us



RESOLUTION

WHEREAS The City of Plymouth and the City of Northville have a joint fire department
That provides vital life safety services to the cities, and

WHEREAS the two cities have engaged the services of the ICMA – Center for Public
Safety Management to review the operations of the joint fire department.
To make recommendations on future operations, and

WHEREAS The Center for Public Safety Management team made a site visit to both
Plymouth and Northville and based on that review they have requested
Authorization to complete additional data analysis.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby
authorize up to \$15,000 for additional data collection and analysis that has been requested by the
Center for Public Safety Management team. These costs are to be shared with the City of Northville.