



Plymouth City Commission

Regular Meeting Agenda

Monday, June 3, 2024 7:00 p.m.
Plymouth City Hall & Online Zoom Webinar

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

www.plymouthmi.gov
Phone 734-453-1234
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Join Zoom Webinar : <https://us02web.zoom.us/j/81494845657>

Passcode: 526957 Webinar ID: 814 9484 5657

1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call
- c. Proclamation: LGBTQ Month

2. APPROVAL OF MINUTES

- a. May 20, 2024 City Commission Regular Meeting Minutes
- b. May 22, 2024 City Commission Study Session Minutes

3. APPROVAL OF THE AGENDA

4. ENACTMENT OF THE CONSENT AGENDA

- a. Special Event: Inside Out Sale Friday and Saturday, July 26-27, 2024
- b. Special Event: Pumpkin Palooza, Sunday October 20, 2024
- c. Special Event: Yoga in the Park, Wednesdays, June 12, July 12, July 31, and August 21, 2024
- d. AT&T Metro Act Right of Way Permit Extension

5. CITIZEN COMMENTS

6. PUBLIC HEARING

- a. Adoption of 2024-2025 Budget
- b. Public Hearing Mill Street Towns Brownfield Plan Phase II

7. COMMISSION COMMENTS

8. OLD BUSINESS

9. NEW BUSINESS

- a. Recreation Millage Charter Amendment
- b. Designated Depositories FY 2024-25
- c. Cemetery Rates & Rules FY 2024-25
- d. City Commission Summer Meetings in the Parks
- e. Pulte Phase II – 2nd & Final Reading of Rezoning Amendments to PUD
- f. Pulte Phase II – Planned Unit Development Amended Agreement
- g. Delinquent Charges on the Tax Roll Summer 2024
- h. Waste & Recycling Rates 2024-25 – No Increase
- i. Water Rates 2024-25
- j. Property and Liability Insurance Coverage FY 2024-25

10. REPORTS AND CORRESPONDENCE

- a. Liaison Reports
- b. Appointments

11. ADJOURNMENT

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.

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.

Meetings of the City of Plymouth are open to all without regard to race, sex, color, age, national origin, religion, height, weight, marital status, disability, or any other trait protected under applicable law. Any individual planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) should submit a request to the ADA Coordinator at 734-453-1234 ext. 234 at least two working days in advance of the meeting so an attempt can be made to make reasonable accommodations. The request may also be submitted via mail at 201 S. Main St. Plymouth, MI 48170, or email to clerk@plymouthmi.gov.

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

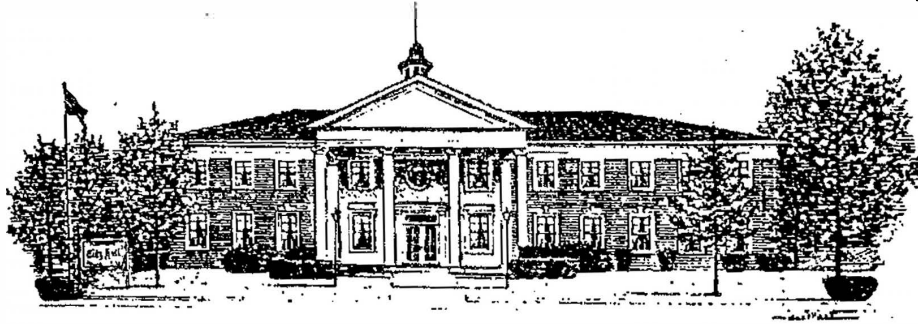
OBJECTIVES

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

"The government in this community is small and accessible to all concerned."

-Plymouth Mayor Joe Bida

November 1977



Proclamation

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

LGBTQ Pride Month.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Plymouth to be affixed hereto on this 3rd day of June 2024.

*Suzi Deal, Mayor
City of Plymouth, Michigan*





City of Plymouth City Commission Regular Meeting Minutes Monday, May 20, 2024, 7:00 p.m. Plymouth City Hall 201 S. Main Street

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 Suzi Deal called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.
- b. Roll Call

Present: Mayor Suzi Deal, Mayor Pro Tem Kelly O'Donnell (arrived 7:28 p.m.), Commissioners Linda Filipczak, Jennifer Kehoe, Alanna Maguire and Nick Moroz

Excused: Commissioner Brock Minton

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

2. CITIZENS ACADEMY GRADUATION

Deal thanked the participants of the citizens academy program and presented them with certificates of completion.

3. APPROVAL OF MINUTES

Filipczak offered a motion, seconded by Maguire to approve the minutes of the May 6, 2024 C.O.W. and the May 6, 2024 City Commission Regular Meeting minutes.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

4. APPROVAL OF THE AGENDA

Maguire offered a motion, seconded by Kehoe, to approve the agenda for the May 20, 2024 meeting.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

5. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of April 2024 Bills
- b. Special Event: Ski & Snowboard Swap- Friday-Sunday 11/8/24-11/10/24 and 12/6/24-12/8/24
- c. Special Event: Christmas in Plymouth & Mistletoe Market- Thursday- Saturday 12/12/24-12/14/24

Filipczak offered a motion, seconded by Kehoe, to approve the consent agenda for May 20, 2024.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

6. CITIZEN COMMENTS

Chris Wilder, 549 Provincetown, said he would like to park in the street in front of his house overnight without having to get a permit.

Ron Picard, 1373 Sheridan, said there was a vacancy on the Housing Commission that needs to be filled.

Tom Doran, 1191 Sheridan, voiced concerns about the proposed Brookside development project.

Jan Waller, 1051 N. Mill, gave an update on Old Village events.

7. PUBLIC HEARING

a. Ordinance Amendments – Chapter 34, Article 1 – Trees, Second Reading
Deal opened the public hearing at 7:17 p.m. Hearing no comments, she closed the hearing at 7:18 p.m.

The following resolution was offered by Kehoe and seconded by Maguire:

RESOLUTION 2024-38

WHEREAS The City Commission has adopted a key objective in their strategic plan to grow a mature tree canopy, in order to help protect the public health and welfare; and
WHEREAS The City Commission has been reviewing a number of programs and ordinance revisions as a part of this effort; and
WHEREAS The City Commission did hold a Public Hearing on proposed changes in what is commonly known as the “Tree Ordinance.” The public hearing was held on May 20, 2024.
NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby adopt at the second and final reading several changes in Part II of the Code of Ordinances, Chapter 34 – Environment, Trees as are attached to this resolution.

PART II - CODE OF ORDINANCES
Chapter 34 - ENVIRONMENT
ARTICLE I. TREES

ARTICLE I. TREES¹

DIVISION 1. GENERALLY

Sec. 34-1. Intent.

The purpose of this chapter is to promote and provide for the protection of the public health, safety and general welfare through the regulation of the planting, maintenance, and removal of trees, shrubs, and other plants within the City of Plymouth, preservation, and reforestation of the City of Plymouth's tree canopy, trees, and woodlands. Trees provide numerous benefits such as stormwater management, runoff infiltration, air quality improvements, and support property values, making them an important piece of our public infrastructure.

{ Ord. No. 2019-01, 7-15-19; Ord. No. 2020-06, 12-21-20}

Sec. 34-2. Definitions.

The following words, terms, and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Dead tree means any tree that has no visible growth (within the appropriate growing season for all deciduous trees), no visible buds, twigs that do not exhibit flexibility, and twigs that do not appear green at the cambium layer when outer bark has been physically removed.

Diameter breast height (DBH) means the diameter, in inches, of a tree measured at four and one-half feet above the existing grade.

Diseased tree means any tree that shows signs of any of the following issues: premature leaf defoliation or reduction in foliage, leaves or needles with dark spots, unusual colors, or distorted shapes, changes in tree bark, fungi or root rot, or other conditions that indicate disease as identified by the State of Michigan Department of Natural Resources.

Dripline means the imaginary vertical line, which extends downward from the outermost tips of the tree branches to the ground.

Front yard tree means any tree located in the open space extending the full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and the nearest point of the foundation of the main building.

Heritage tree means any tree that meets the size and species requirements in the table below, or any tree not listed in the table below that is 18 inches DBH or greater.

Common Name	Scientific Name	DBH
Arborvitae	Thuja	18"

¹Ord. No. 2019-01, adopted July 15, 2019, repealed art. I, div. 1 in its entirety, and enacted new provisions to read as herein set out. Former art. I, div. 1, §§ 34-1—34-9, pertained to the tree ordinance, and derived from Ord. No. 17-06, adopted Oct. 16, 2017.

Ash	Fraxinus species	18"
American Basswood (Linden)	Tilia americana	18"
American Beech	Fagus grandifolia	18"
American Chestnut	Castanea dentata	8"
American Elm	Ulmus americana	18"
Birch	Betula species	18"
Black Alder	Alnus glutinosa	12"
Black Tupelo	Nyssa sylvatica	12"
Black Walnut	Juglans nigra	18"
White Walnut	Juglans cinerea	18"
Buckeye (Horse Chestnut)	Aesculus species	18"
Cedar, Red	Juniperus species	12"
Crabapple (Cultivar)	Malus species	12"
Douglas Fir	Pseudotsuga menziesii	18"
Eastern Hemlock	Tsuga canadensis	12"
Flowering Dogwood	Cornus florida	8"
Ginkgo	Ginkgo biloba	18"
Hickory	Carya species	18"
Kentucky Coffeetree	Gymnocladus dioica	18"
Larch/Tamarack	Larix laricina (Eastern)	12"
Locust	Gloditsia triacanthos	18"
Sycamore (London plane tree)	Platanus species	18"
Maple	Acer species (except negundo)	18"
Oak	Quercus species	18"
Pine	Pinus species	18"
Sassafras	Sassafras albidum	15"
Spruce	Picea species	18"
Tulip Tree	Liriodendron tulipifera	18"
Wild Cherry	Prunus species	18"

Large tree means any tree larger than 40 feet in height at maturity.

Licensed tree professional means a nurseryman or an ISA certified arborist.

Medium tree means any tree between 25 feet and 40 feet in height at maturity.

Park tree means any tree located in public parks having individual names, and all publicly owned land, or to which the public has free access as a park.

Private tree means any tree located on land that is owned by an individual or group having a vested or financial interest in the subject property.

Protected area means the area contained within the dripline of the tree.

Protective barrier means a physical obstruction that encloses the protected area of a tree and limits vehicular, material, and equipment access.

Small tree means any tree less than 25 feet in height at maturity.

Street tree means any trees planted or located within a public street or road right-of-way.

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Topping means the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the trees.

Transplant means the digging up of a tree and the planting of that tree in another place on the same property or off-site property.

Tree means a woody perennial plant, typically having a single stem or trunk which at maturity is 13 feet or more in height and which has a definite crown of foliage.

Tree fund means the budget account located in the solid waste/recycling fund to be used for activities associated with public tree inventory, protection, maintenance, and planting.

Tree planting permit means the permit application reviewed and approved by the administration that shows the location, species, and size of trees that will be planted or transplanted.

Tree protection plan means the documentation describing plan reviewed and approved by the administration that shows how trees will be protected from construction activities.

Tree removal permit means the permit application reviewed and approved by the administration that shows the location, species, and size of trees that will be removed.

Tree replacement plan means the permit application reviewed and approved by the administration that shows how the requirement for replacing removed tree(s) will be satisfied.

(Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

Sec. 34-3. Prohibited trees.

The following trees are prohibited to be planted or replanted:

Common Name	Scientific Name
Ash	Fraxinus species
Autumn and Russian-Olive	Elaeagnus species
Boxelder	Acer negundo
Buckthorn	Rhamnus species
Mulberry	Morus species
Poplar	Populus species
Siberian Elm	Ulmus pumila
Silver Maple	Acer saccharinum
Tree of Heaven	Allanthus altissima
Willow	Salix species

(Ord. No. 2019-01 , 7-15-19)

Sec. 34-4. Tree care.

- (a) All trees shall be planted, pruned, maintained, and removed, as may be necessary to ensure public safety or to preserve or enhance the symmetry and beauty of such public grounds.
- (b) The city reserves the right to remove or cause to be removed, any tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, electric power lines, gas lines, water lines, or other public improvements, is blocking street or sidewalk clearance, or is blocking the spread of light or view of traffic control devices.

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(c) If any owner, occupant or person having charge of any land within the city shall refuse or neglect to resolve public safety issues caused by private trees as provided in this chapter, then the city manager or his/her designee shall cause the land to be entered upon by city employees or a city contractor for the purpose of pruning, or removing said trees at the sole cost to the property owner and such entering upon shall not be deemed a trespass.

{ Ord. No. 2019-01 , 7-15-19}

Sec. 34-5. Pruning.

Trees shall be pruned so that branches do not obstruct the light from any street light or obstruct the view of any street intersection. A clear space of 15 feet above the surface of the street and eight feet above the surface of the sidewalk shall be maintained. The city shall have the right to prune or cause to be pruned any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light or interferes with visibility of roadway, sidewalk, traffic control devices, and/or signs.

{ Ord. No. 2019-01 , 7-15-19}

Sec. 34-6. Corner clearance.

Within the required corner clearance area as defined in section 78-207, all trees and limbs, including dead, diseased or dangerous trees or broken or decayed limbs which constitute a menace to the safety of the public, shall be removed by the property owner upon which the tree is located.

{ Ord. No. 2019-01 , 7-15-19}

Sec. 34-7. Tree topping.

It shall be prohibited for any person to top any tree. Trees severely damaged by storms, an act of God, or other causes out of the city's or property owner's control, may be exempted from this section at the determination of the city manager or his/her designee. This section does not apply to a utility company who may be required to top a tree for purposes of public safety or valid equipment issues.

{ Ord. No. 2019-01 , 7-15-19}

Sec. 34-8. Removal of stumps.

All stumps of street, park, and front yard trees shall be removed below the surface of the ground so that the top of the stump shall not project above the surface of the ground. The stump excavation site shall be backfilled to match existing grade as defined in section 78-21.

{ Ord. No. 2019-01 , 7-15-19}

Sec. 34-9. Tree fund.

This section establishes the city's tree fund. The purpose of the tree fund shall be to maintain and reestablish the city's public tree canopy. The city commission shall review the rate structure annually as part of their budget process.

{ Ord. No. 2019-01 , 7-15-19}

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Sec. 34-10. Installation and planting.

All trees shall be planted according to ANSI Standards A300.
(Ord. No. 2019-01 , 7-15-19)

Sec. 34-11. Maintenance provisions.

All trees shall be maintained in a safe, healthy, neat and orderly state free from refuse and debris.
(Ord. No. 2019-01 , 7-15-19)

DIVISION 2. PUBLIC TREES

Sec. 34-12. Permitted street trees.

The following list constitutes the official street tree species for the city. No species other than those included in this list may be planted unless approved, in writing, by city manager or his/her designee.

(1) *Small trees:*

Common Name	Scientific Name
Cherry, Flowering	Prunus species and hybrids
Crabapple, Flowering	Malus species and hybrids
Dogwood	Cornus species and hybrids
Goldenrain Tree	Koelreuteria paniculata
Hawthorn	Crataegus species
Lilac, Japanese Tree	Syringa reticulata
Magnolia	Magnolia hybrids
Magnolia, Star	Magnolia stellata
Maple, Amur	Acer glabrala
Maple, Paperbark	Acer griseum
Maple, Tatarian	Acer tataricum
Maple, Trident	Acer buergerianum
Peach, Flowering	Prunus species and hybrids
Plum, Flowering	Prunus species and hybrids
Redbud, Eastern	Cercis canadensis
Serviceberry	Amelanchier species and hybrids

(2) *Medium trees:*

Common Name	Scientific Name
Amur Maackia	Maackia amurensis
Corktree, Amur, Fruitless Male	Phellodendron amurense
Hophornbeam, American	Ostrya virginiana
Hornbeam, American	Carpinus caroliniana
Hornbeam, European	Carpinus betulus
Horsechestnut, Red	Aesculus x carnea

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Maple, Bigtooth	Acer grandidentatum
Maple, Hedge	Acer campestre
Maple, Shantung	Acer truncatum
Mountain Ash	Sorbus specles
Mulberry, Red Fruitless Male	Morus rubra, fruitless varietles
Osageorange, Thornless Male	Maclura pomifera
Pagodatree (Scholartree)	Styphnolobium (Sophora) japonicum
Paw Paw	Asimina triloba
Pear, Flowering	Pyrus species and hybrlds
Sassafras	Sassafras albidum
Yellowwood	Cladrastis kentukea

(3) *Large trees:*

Common Name	Scientific Name
Baldcypress	Taxodium distichum
Beech, American	Fagus grandifolia
Beech, European	Fagus sylvatica
Blackgum (Tupelo)	Nyssa sylvatica
Catalpa, Northern	Catalpa speciosa
Chestnut	Castanea hybrlds
Coffeetree, Kentucky	Gymnocladus dioicus
Elm, American Dutch Elm reslstant varietles	Ulmus hybrlds
Filbert, Turkish	Corylus colurna
Ginkgo (Maidenhair Tree), Fruitless Male	Ginkgo biloba
Hackberry	Celtis occidentalis
Hardy Rubber Tree	Eucommia ulmoides
Hickory	Carya specles
Honeylocust	Gleditsia trifacanthos
Horsechestnut	Aesculus specles
Katsura Tree	Cercidiphyllum japonicum
Linden, American	Tilia Americana
Linden, Littleleaf	Tilia cordata
Linden, Silver	Tilia tomentosa
Maple, Black	Acer nigrum
Maple, Freeman Hybrid	Acer x freemanii
Maple, Miyabe	Acer miyabei
Maple, Norway	Acer platanoides
Maple, Red	Acer rubrum
Maple, Sugar	Acer saccharum
Maple, Sycamore	Acer pseudoplatanus
Oak, Bur	Quercus macrocarpa
Oak, Chinkapin	Quercus muehlenbergii
Oak, English	Quercus robur

Oak, Northern Red	Quercus rubra
Oak, Pin	Quercus palustris
Oak, Sawtooth	Quercus acutissima
Oak, Scarlett	Quercus coccolnea
Oak, Shingle	Quercus imbricaria
Oak, Shumard	Quercus shumardii
Oak, Swamp White	Quercus bicolor
Oak, White	Quercus alba
Planetree, London	Platanus x acerifolia
Redwood, Dawn	Metasequoia glyptostroboides
Sweetgum	Liquidambar styraciflua
Sycamore	Platanus occidentalis
Tuliptree	Liriodendron tulipifera
Walnut, Black	Juglans nigra
Zelkova	Zelkova serrata

(Ord. No. 2019-01, 7-15-19)

Sec. 34-13. Distance from street corners, driveways, curbs, and sidewalks.

No tree shall be planted closer than 35 feet of any street corner, measured from the point of nearest intersecting curbs or curb lines. No tree shall be planted closer than ten feet from any driveway or approach. Trees planted in the area between the curb or curb lines and sidewalks shall be in accordance with the three species size classes listed in section 34-12. No trees may be planted within any area between the curb or curb line and sidewalk other than the following: small trees: two feet; medium trees: three feet; and large trees: four feet.

(Ord. No. 2019-01, 7-15-19; Ord. No. 2020-06, 12-21-20)

Ord. No. 2020-06, adopted Dec. 21, 2020, changed the title of § 34-13 from "Distance from street corners and fire hydrants" to read as herein set out.

Sec. 34-14. Distance from utilities, signs, and hydrants.

No trees, other than those species listed as small trees in section 34-12(1), may be planted under or within ten lateral feet of any overhead utility wire, or over or within five lateral feet of any underground water line, sewer line, transmission line, or other utility. No trees shall be planted closer than ten feet from any manhole structure. No tree shall be planted closer than ten feet from any hydrant. No tree shall be planted closer than ten feet from any streetlight pole. No tree shall be planted closer than ten feet from any traffic control device.

(Ord. No. 2019-01, 7-15-19; Ord. No. 2020-06, 12-21-20)

Ord. No. 2020-06, adopted Dec. 21, 2020, changed the title of § 34-14 from "Distance from curb and sidewalk" to read as herein set out.

Sec. 34-15. Distance between trees.

Trees shall be planted a sufficient distance away from other trees. The distance between small trees as listed in section 34-12(1) shall be 20 feet. The distance between medium trees as listed in section 34-12(2) shall be 30 feet. The distance between large trees as listed in section 34-12(3) shall be 40 feet.

(Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

Ord. No. 2020-06 , adopted Dec. 21, 2020, changed the title of § 34-15 from "Distance from utilities" to read as herein set out.

Sec. 34-16. Tree size.

The minimum size for a street tree or park tree shall be one and one-half inches in caliper DBH. All trees planted must be of the tree form variety, have a single stem with branching limbs, and branches must be at least eight feet off the ground at maturity, as predicated by the size definitions in section 34-2.

(Ord. No. 2019-01 , 7-15-19)

Sec. 34-17. Removal and replacement of street trees.

- (a) Should a property owner wish to have the street tree adjacent to his or her property removed, he or she shall submit a request, in writing, to the city manager or his/her designee. Within ten business days of the receipt of the request an ISA certified arborist, provided by the city, will perform a condition and risk assessment. The cost for this service shall be borne by the property owner making the request. Following the condition and risk assessment by the ISA certified arborist, if the street tree is found to be dead, diseased, or dying the city shall remove the street tree at the city's cost. Following the condition and risk assessment by the ISA certified arborist, if the street tree is not found to be dead, diseased, or dying, the tree shall remain.
- (b) Only in extenuating circumstances, as determined by the city manager or his/her designee, shall a healthy street tree be removed or caused to be removed. Such extenuating circumstances shall include but are not limited to catastrophic event, repair, replacement, or maintenance of underground utilities, or an act of God.
- (c) When a street tree is removed every effort shall be made to replace the tree within one year of removal with one replacement tree that meets the requirements in sections 34-12 through 34-16 above.

(Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

Ord. No. 2020-06 , adopted Dec. 21, 2020, changed the title of § 34-17 from "Removal of street trees" to read as herein set out.

DIVISION 3. PRIVATE TREES

Sec. 34-18. Removal and replacement of heritage trees.

~~This section shall apply to all private heritage trees. Each heritage tree that is removed shall be replaced in a manner consistent with the following subsections:~~

- ~~(1) Heritage trees shall be replaced at a sliding scale rate set by the city commission annually for each tree removed. Replacement tree(s) shall be located on the parcel(s) where each heritage tree is removed or in the right of way adjacent to the affected property. The city manager or his/her designee may consider alternate locations on a case-by-case basis. Replacement trees shall be shown on a tree replacement plan.~~
- ~~(2) If trees cannot be reasonably planted on the property, the property owner shall pay into the tree fund at a rate defined by the city commission and stated on the rate card, rounded up to the nearest one inch of DBH required to be replaced by section 34-18(1).~~

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[Supp. No. 62]

- (3) ~~If the requirements of section 34-19(1) and (2) cannot be met, a combination of paying into the tree fund and replacement trees shall be used. Replacement trees shall be shown on a tree replacement plan.~~
- (4) ~~When required, a tree replacement plan shall be submitted within 90 days of the removal of heritage tree(s). The city manager or his/her designee may consider an extension on a case by case basis.~~
- (5) ~~When a tree from the subject property is transplanted and saved from removal, that DBH shall be added as a credit to the property owner's replacement requirements. Trees shall be relocated by a licensed tree professional. The property owner shall ensure the tree's successful establishment in new location.~~
- (6) ~~Trees that are dead, diseased, or dying with no visible growth as determined by an ISA certified arborist are exempt from replacement requirements.~~
- (7) ~~The minimum size for a replacement tree shall be one and one half inches in caliper DBH. All trees planted must be of the tree form variety.~~

{ Ord. No. 2019-01, 7-15-19; Ord. No. 2020-06, 12-21-20 }

Sec. 34-19. Removal and replacement of front yard trees.

This section shall apply to any front yard trees with a DBH of six inches or greater but less than the heritage tree standard for that species. Each tree that is removed shall be replaced in a manner consistent with the following subsections:

- (1) ~~Front yard trees shall be replaced at a sliding scale rate set by the city commission annually for each tree removed. Replacement front yard tree(s) shall be located on the front yard of the parcel(s) where each front yard tree is removed or in the right-of-way adjacent to the affected property. The city manager or his/her designee may consider alternate locations on a case by case basis. Replacement trees shall be shown on a tree replacement plan.~~
- (2) ~~If trees cannot be reasonably planted on the property, the property owner shall pay into the tree fund at a rate defined by the city commission and stated on the rate card, rounded up to the nearest one inch of DBH required to be replaced by section 34-19(1).~~
- (3) ~~If the requirements of section 34-19(1) and (2) cannot be met, a combination of paying into the tree fund and replacement trees shall be used. The city manager or his/her designee may consider alternate locations on a case by case basis. Replacement trees shall be shown on a tree replacement plan.~~
- (4) ~~When required, a tree replacement plan shall be submitted within 90 days of the removal of a front yard tree(s). The City manager or his/her designee may consider an extension on a case by case basis.~~
- (5) ~~When a tree from the subject property is transplanted and saved from removal, its DBH shall be added as a credit to the property owner's replacement requirements. Trees shall be relocated by a licensed tree professional. The property owner shall ensure the tree's successful establishment in new location.~~
- (6) ~~Front yard trees that are dead, diseased, or dying with no visible growth as determined by an ISA certified arborist are exempt from replacement requirements.~~
- (7) ~~The minimum size for a replacement tree shall be one and one half inches in caliper DBH. All trees planted must be of the tree form variety.~~

{ Ord. No. 2019-01, 7-15-19; Ord. No. 2020-06, 12-21-20 }

Ord. No. 2020-06, adopted Dec. 21, 2020, changed the title of § 34-19 from "Electively removed trees" to read as herein set out.

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(Supp. No. 62)

Sec. 34-1820. Dead tree removal on private property.

The city shall have the right to cause the removal of any dead tree on private property within the city when such trees constitute a hazard to life or property. The city will notify, in writing, the owners of such trees. Removal shall be done by such owners at their own expense within 30 days after the date of service of notice. Upon the owner's failure to comply with such provisions, the city shall have the authority to remove such trees at a rate set by the city commission. The city manager or his/her designee shall keep an accurate account of expense incurred for each lot or parcel of land in carrying out the provisions of this section and such expense shall be charged against such lot or parcel and collected by giving notice thereof to the owner of the lot or parcel. If such expense or charge shall not be paid the same shall be assessed against the lot or parcel and collected as provided by section 12.22 of the city Charter.

(Ord. No. 2019-01 , 7-15-19)

Sec. 34-1921. Diseased trees on private property.

The city shall have the right to cause the removal or treatment of any diseased tree on private property within the city when such tree constitutes a hazard to life or property or harbors deadly insects or disease which constitutes a potential threat to other trees within the city. Treatment of a diseased tree shall include chemical treatment to render the disease or affliction non-threatening to any affected tree. The city will notify, in writing, the owners of such trees. Treatment or removal shall be done by such owners at their own expense within 30 days after the date of service of notice. Upon failure of owners to comply with such provisions, the city shall have the authority to treat or remove such trees and charge the cost of treatment or removal at a rate set by the city commission. The city manager or his/her designee shall keep an accurate account of expense incurred for each lot or parcel of land in carrying out the provisions of this section and such expense shall be charged against such lot or parcel and collected by giving notice thereof to the owner of the lot or parcel. If such expense or charge shall not be paid the same shall be assessed against the lot or parcel and collected as provided by section 12.22 of the city Charter.

(Ord. No. 2019-01 , 7-15-19)

~~Sec. 34-22. Installation of street trees for new residential construction.~~

- ~~(a) Residential property owners shall install a minimum of one new street tree at the effected property when a new construction home is built. If the right of way adjacent to the residential property is not suitable for the long term health requirements of a tree based on sections 34-13 through 34-15, the property owner shall pay into the tree fund at a rate set by the city commission.~~
- ~~(b) Residential property owners must choose one of the following tree replacement processes from the following three options:~~
- ~~(1) Plant a tree before any certificate of occupancy is issued.~~
 - ~~(2) Pay into the tree fund prior to the issuance of any certificate of occupancy at a rate approved by the city commission.~~
 - ~~(3) Property owner plans to plant a tree within one year of final certification of occupancy issuance. Property owner pays a cash bond at a rate approved by the city commission before any certificate of occupancy is issued. The bond will be refunded once the tree is planted and the property owner notifies the city in writing of planting. If the tree is not planted within one year, the bond is forfeited to the tree fund.~~

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(Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

Sec. 34-2023. Tree protection standards during construction.

- (a) When a building permit is required for work including accessory structure, addition, approach/drive, carport/porte cochere, deck, demolition, egress window, fence, foundation, land division/~~combination~~/reconfiguration, new construction, patio, parking lot, pergola, ~~porch, pool, ground sign, or any~~ other changes the lot coverage or floor area ratio of the property, existing ~~private front yard and heritage~~ trees shall be indicated on a boundary survey to include property boundaries, topography, and tree size, location, and species, and existing and proposed structure(s) and building envelope. The survey shall be submitted to the city with a tree protection plan in a compatible digital format. The tree protection plan shall be submitted at the time that building plans are submitted to the community development department for review. The tree protection plan shall include the location and type of protective barrier that will be used to protect the trees throughout construction.
- (b) During construction, a protective barrier shall be placed at the drip line of the street, park, and/or ~~front yard or heritage-private~~ tree(s). The ground area within the drip line shall be maintained undisturbed from its pre-construction state.
- (c) Vehicles, materials, and equipment are prohibited from being stored in, staged in, or driven through the protected area of the ~~private front yard or heritage-tree~~. Practical difficulties shall be dealt with by the administration on a case-by-case basis.
- (d) If the protected area of ~~the front yard or heritage~~ private tree falls within the building envelope, every precaution shall be taken to preserve and protect the affected tree(s).

(Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

DIVISION 4. ADMINISTRATION AND ENFORCEMENT

Sec. 34-24. Permits required.

- ~~(a) A tree removal permit is required when any tree is planned for removal.
 - (1) Permits shall be obtained from the department of municipal services (DMS) on a form provided.
 - (2) DMS shall review the application for compliance with this chapter.
 - (3) DMS shall perform a site visit to measure and document the affected tree(s).
 - (4) DMS shall provide a report to the applicant detailing the trees planned for removal and any required replacement.
 - (5) After review, DMS shall issue a permit to applications that meet the requirements of this chapter.
 - (6) If replacement trees are required see [subsection] (c).~~
- ~~(b) A tree planting permit is required when trees are transplanted or planted.
 - (1) Permits shall be obtained from the department of municipal services (DMS) on a form provided. The application shall include a scaled site plan or boundary survey or scaled drawing that shows all property lines, pavement, hard surfaces, and the size, species, and location of the proposed tree(s) to be planted.
 - (2) DMS shall review the application for compliance with this chapter.~~

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- (3) ~~After review, DMS shall issue a permit to applications that meet the requirements of this chapter.~~
- (c) ~~A tree replacement plan is required when replacement trees are required to be planted after tree(s) have been removed.~~
- (1) ~~Permits shall be obtained from the department of municipal services (DMS) on a form provided. The application shall include a scaled site plan or boundary survey or scaled drawing that shows all property lines, pavement, hard surfaces, and the size, species, and location of the proposed tree(s) to be planted.~~
- (2) ~~DMS shall review the application for compliance with this chapter.~~
- (3) ~~DMS shall provide a report to the applicant detailing how the replacement requirement shall be met.~~
- (4) ~~After review, DMS shall issue a permit to applications that meet the requirements of this chapter.~~
- (d) ~~A tree protection plan is required when a qualifying construction project is planned for a property.~~
- (1) ~~Permits shall be obtained from the department of municipal services on a form provided.~~
- (2) ~~The tree protection plan shall be submitted at the time that building plans are submitted to the community development department for review. The tree protection plan shall include a topographic boundary survey that shows which tree(s) are being protected during construction and the location and type of protective barrier that will be used to protect the trees throughout construction.~~
- (3) ~~After review, DMS shall issue a permit to applications that meet the requirements of this chapter.~~
- (4) ~~No building permit shall be issued until an approved tree protection plan permit has been issued.~~
- (e) ~~No tree shall be removed, replaced, transplanted, or planted unless a tree permit has been first issued for such work.~~
- (f) ~~When a building permit is required for any work that includes changes to lot coverage, floor area ratio, or hardscaping of the property, existing front yard and heritage trees shall be indicated on a boundary survey. The boundary survey shall include property boundaries; topography; the size, location, and species of each tree; existing and proposed structure(s); and building envelop. The survey shall be submitted to the city in a compatible digital format.~~
- (g) ~~The permit fees shall be set and reviewed annually by the city commission.~~
- (Ord. No. 2019-01, 7-15-19; Ord. No. 2020-06, 12-21-20)

Sec. 34-2125. Notice.

The city manager or his/her designee shall notify, by first class mail or by posting notice in a conspicuous location on the property, the owner, agent or occupant of any lands on which a violation of this chapter is found to exist. Such notice shall require that the person having charge of such land to resolve any violations of this chapter; and shall contain a summary of the provisions of this chapter. Failure of the city manager or his/her designee to give notice shall not, however, constitute a defense to any action to enforce the payment of any penalty provided for, or debt created under, the provisions of this chapter. If the property is not in compliance with this article at the end of the period specified in the notice of violation, an appearance ticket may be issued.

(Ord. No. 2019-01, 7-15-19)

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(Supp. No. 62)

Sec. 34-2226. Penalty and enforcement.

- (a) ~~The city shall have the right to enter property to investigate the removal of front yard or heritage trees on private property. The penalty for removal of front yard or heritage tree(s) without a required permit shall be a civil infraction plus a \$500.00 fine, per tree. In addition to the fine, the offender shall pay fair market replacement per front yard or heritage tree removed based on a minimum size of 18 inch DBH.~~
- (b) A person who violates any provision of this chapter 34 or the terms or conditions of a permit is responsible for municipal civil infraction; and shall be subject to payment of not less than \$500.00, plus costs and other sanctions, for each infraction.
- (c) ~~Discretionally removed trees or trees that are intentionally damaged that are not replaced according to the provisions of this chapter require payment into the tree fund at the rate established by the city commission.~~
- (Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

Sec. 34-2327. Appeals.

Any appeals to this chapter shall be submitted, in writing, to the city commission on a form provided by the city manager or his/her designee within 21 days of the administration's determination. Appeals cannot be made when a determination includes a healthy, safety, welfare concern.

(Ord. No. 2019-01 , 7-15-19)

Sec. 34-2428. Severability.

The various parts, sentences, paragraphs, sections, and clauses of this chapter 34 are hereby declared to be severable. If any part, sentence, paragraph, section, or clause of this chapter 34 is adjudged unconstitutional or invalid by any court or administrative agency of competent jurisdiction, the unconstitutionality or invalidity shall not affect the constitutionality or validity of any remaining provisions of this chapter 34.

(Ord. No. 2019-01 , 7-15-19)

Secs. 34-2529—34-41. Reserved.

There was a voice vote.
MOTION PASSED UNANIMOUSLY

8. COMMISSION COMMENTS

Maguire thanked the administration for conducting resident meetings prior to road construction projects.

Moroz thanked the recreation staff for running a great soccer program and thanked Commission members and police department staff for volunteering at the Miracle League.

Deal also thanked those who volunteered at the Miracle League.

9. OLD BUSINESS

a. Roof Replacement at City Hall

The following resolution was offered by Filipczak and seconded by Moroz:

RESOLUTION 2024-39

WHEREAS The City of Plymouth operates several buildings and from time to time there is a need to complete maintenance/upgrades on the buildings; and

WHEREAS The City Hall Building needs the sloped, shingled roof replaced, in addition to the transition area to the rubber roof area; and

WHEREAS The City Staff has engaged with Shaw Construction to submit a proposal for a Construction Management contract including cost proposals from other roofing companies to complete the required work.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a Construction Management contract with Shaw Construction for replacement of the sloped, shingled roof in addition to the transition to the rubber roof at City Hall in the amount not to exceed \$109,920.20. Funding for this repair is authorized from the City's Capital Improvement Fund.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

10. NEW BUSINESS

a. Bid Award – Cultural Center LED Light Retrofit Project – Grant Funded

The following resolution was offered by Filipczak and seconded by Moroz:

RESOLUTION 2024-40

WHEREAS The City of Plymouth operates the Plymouth Cultural Center to help to provide for the public health, safety, and welfare; and

WHEREAS The City Commission has been working on reducing the carbon footprint of this facility through a variety of energy reduction projects; and

WHEREAS The City of Plymouth has an Intergovernmental Agreement with Wayne County to provide for the county to fund a LED Lighting Retrofit program at the Plymouth Cultural Center.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the bid from Green Electrical Solutions in the amount of \$21,652.66 to complete the lighting retro-fit project in accordance with the bid documents. Funding for this project is grant funded and will come from the Wayne County Parks Millage, in accordance with the previously authorized Intergovernmental Agreement between the City and the County of Wayne.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

b. Authorization for Mausoleum Architectural & Design Services

The following resolution was offered by Filipczak and seconded by Moroz:

RESOLUTION 2024-41

- WHEREAS The City of Plymouth operates a municipal cemetery and from time to time there is a need for maintenance of the facilities; and
- WHEREAS The City Commission has previously identified the need for a project at the mausoleum through a cemetery master plan; and
- WHEREAS The City has identified the firm of Ehresman Architects of Troy, Michigan as a firm that has experience in working with cemeteries and mausoleums; and
- WHEREAS The City Commission has previously identified a one-year task for the city administration to plan and budget for mausoleum repair projects.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a professional services contract with Ehresman Architects of Troy, Michigan in the amount of \$36,409, plus a contingency of \$1,800, in accordance with their proposal to the city on January 8, 2024

There was a voice vote.

MOTION PASSED UNANIMOUSLY

c. Pulte Phase II Rezoning to PUD – First Reading

The following resolution was offered by Kehoe and seconded by Moroz:

RESOLUTION 2024-42

- WHEREAS The City Commission of the City of Plymouth Planning Commission approved recommended approval of a Planned Unit Development, including a rezoning, for this property at their November 2022 regular meeting to the City Commission; and
- WHEREAS The City of Plymouth Planning Commission approved the final PUD site plan at their November 2022 meeting; and
- WHEREAS The City Commission is aware that the Planning Commission held a Public Hearing at their August 2022 regular meeting, and did approve the final site-plan and PUD at their November 2022 meeting; and
- WHEREAS The Proposed proposed Rezoning rezoning is supported by the Zoning Ordinance and in alignment with the Future Land Use Map contained in the City's Master Plan; and
- WHEREAS The City Commission has completed the first reading of the proposed amendment to the Zoning Map and rezoning of a portion of the property located at 100 S. Mill St. from I-1, Light Industrial and I-2, Heavy Industrial to PUD, Planned Unit Development.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve the rezoning of a portion of the property located at 100 S. Mill from I-1, Light Industrial and I-2, Heavy Industrial to PUD, Planned Unit Development at the conclusion of the first reading and will hold the second, and final reading, of the rezoning at their next regular meeting.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

d. Bid Award - Sidewalk Repair Program Contract 2023 & 2024

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

RESOLUTION 2024-43

WHEREAS It is the goal of the City Commission to improve public spaces and the infrastructure of the City; and

WHEREAS There is a need to inspect sidewalks around the City to ensure that they are safe and the city shall inspect one-quarter of the City each year; and

WHEREAS There is a need to repair utility patches in the roadway or sidewalks that were a result of the city doing utility work.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a unit-based contract with Major Construction Group in an amount of \$122,325 based on their bid submittal.

* Remove and replace 4" concrete sidewalk	\$8.00 per S.F.
* Remove and replace 6" concrete sidewalk ramps (ADA)	\$12.00 per S.F.
* Remove and replace 6" concrete sidewalk and drives	\$11.50 per S.F.
* Remove and replace 8" concrete sidewalk and drives	\$12.50 per S.F.
* Remove and replace concrete curb and gutter	\$57.00 per L.F.

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby establish a construction contingency in the amount of \$12,000.00 or approximately 10% of the total bid price.

BE IT STILL FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby establish the following criteria for sidewalk repairs.

- SETTLEMENT/HEAVING – A rise or drop of approximately $\frac{3}{4}$ of an inch or more between any two (2) sections of sidewalk.
- CRACKING – More than two (2) cracks of one-quarter ($\frac{1}{4}$) inch in width or more in any two (2) lineal feet of sidewalk section.
- SCALING – If, in any five (5) foot lineal section of sidewalk, more than twenty-five (25%) percent of the surface area has scaled off to a depth of one-quarter ($\frac{1}{4}$) inch or greater, that section of sidewalk shall be replaced.
- TOO FLAT – The concrete has dipped to allow water to pond to a depth of three-quarters ($\frac{3}{4}$) of an inch or more.
- CITY REPAIRS – The City of Plymouth shall be responsible for expenses related to the installation of new-handicapped ramps at the corners and for any sidewalk flags that have manhole covers in them. In addition, the City shall attempt to locate the responsible party for damage caused to sidewalks by utility dig ups. The City shall NOT be responsible for raised sidewalks due to tree roots and it remains the policy of the City NOT to remove live healthy trees.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

e. Community Electric Vehicle Charging Stations Agreement - General Motors Partnership for Cultural Center

The following resolution was offered by Filipczak and seconded by Moroz:

RESOLUTION 2024-44

- WHEREAS The City of Plymouth City Commission has adopted a Five-Year Strategic Plan with a goal area of Sustainable Infrastructure to address changing vehicular habits to include the installation of electric vehicle (EV) charging stations; and
- WHEREAS The administration has worked with CHARGE EV/State Electric to coordinate the General Motors Dealer Community Charging Program; and
- WHEREAS The administration and State Electric have identified the Culutral Center parking lot for the installation of two dual port EV charges to be connected to the emergency back-up generator located at the Cultural Center; and
- WHEREAS The EV Chargers will be installed at no cost to the city and the city will receive a revenue sharing of the monies collected from the use of the chargers for an initial period of ten years; and
- WHEREAS Charge EV is responsible for the installation, maintenance, repair, and upkeep on the chargers for the life of the agreement.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the mayor to execute the enclosed agreement with Charge EV for an initial period of ten years with a five-year renewal option as outlined in the agreement.

CHARGE EV, LLC. CHARGING STATION

AGREEMENT

This Charging Stations Agreement (the "Agreement") is effective as of the date signed by HOST (the "Effective Date") by and between ("Host"), City of Plymouth 201 S. Main, Plymouth, MI 48170 and Charge EV, LLC. ("CEV"), a Michigan company with its principal place of business located at 15045 Dixie Hwy, Ste A, Holly, MI 48442. CEV and Host may individually be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, CEV, by installing electric vehicle chargers ("EV Chargers") on the Premises, as defined herein, will provide value to Host by attracting electric vehicle owners and the public to, and providing additional visibility of, the property;

WHEREAS, Host acknowledges the value of CEV's EV Chargers on the Premises and desires to grant a license to install and maintain EV Chargers at the Premises to CEV pursuant to the terms set forth herein;

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PREMISES:

Host hereby grants to CEV a license to install and maintain EV Chargers at the Premises located at Plymouth Cultural Center and Ice Arena 525 Farmer St, Plymouth, upon which CEV shall install the EV Chargers.

2. INITIAL INSPECTION:

A. Early Access. Beginning on "Effective Date" ("Initial Inspection Start Date") CEV shall have a period of up to thirty (30) days during which it will have reasonable, non-exclusive access to the Premises for conducting its reviews and inspections (the "Inspection Period").

B. Application for Permits. During the Inspection Period, CEV shall apply and pay for all required permits, variances and/or approvals required for CEV's construction of the improvements on, and CEV's use of, the Premises (collectively, the "Permits").

C. Right to Terminate. If CEV determines, in its sole and absolute discretion, for any reason or for no reason whatsoever, that the Premises are unacceptable for CEV's proposed use, CEV may, without any liability hereunder, terminate this Agreement upon written notice delivered to Host no later than five (5) business days following the expiration of the Inspection Period pursuant to Section 20 of this Agreement. CEV shall restore any damage to the Premises that is attributable to CEV.

3. INSTALLATION:

Upon acceptance of the Premises, CEV shall, at its sole expense, install the EV Chargers.

4. EQUIPMENT:

(2) Pedestals ((4) Level 2 chargers) will be installed at the host location. CEV can elect to change the equipment depending on utility support transformer and supply chain availability.

5. COMMENCEMENT DATE:

The date that the EV Chargers open to the public (the "Commencement Date") shall be within one hundred and fifty (150) days following the Initial Inspection Start Date, provided that no external permitting, utility or other requirements beyond CEV's control delay the installation, despite the best efforts of CEV. CEV shall provide written notice of the Commencement Date to Host pursuant to Section 20 of this Agreement for record keeping purposes. In the event of a delay as described herein, CEV shall deliver written notice to Host pursuant to Section 20 and this notice shall provide the Commencement Date, which in no event shall be any later than two hundred (200) days following the Initial Inspection Start Date.

6. TERM:

A. The initial term of the Agreement shall expire ten (10) years from the Commencement Date (the "Initial Term"). Thirty (30) days prior to the expiration of the Initial Term, CEV may elect to extend the Agreement and such extension shall be for an additional period of five (5) years (the "Renewal Term" and together with the Initial Term, the "Term"). Following the Renewal Term, any further renewals will be subject to mutual agreement between CEV and Host and may be of any duration agreed upon by the Parties. In the event Host wishes to sell or transfer of the Premises by Host while the Agreement is in effect, Host shall either assign this Agreement to the prospective buyer, which assignment shall be effective upon the sale or transfer of the Premises, or terminate this Agreement in accordance with Section 7 below. Host grants exclusive EV charging stations to CEV within the parcel ID number location(s) identified in this lease agreement.

7. EARLY TERMINATION:

A. If at any time after the 36th month of the Term, the EV Chargers at the Premises are performing at an average of fewer than 50 kilowatt hours per month over any period of six (6) consecutive months, CEV shall have the right to terminate this Agreement by providing Host written notice (the "Termination Notice") pursuant to Section 20 of this Agreement at least sixty (60) days in advance of the termination date, which shall specify the effective date of CEV's termination of this Agreement ("Termination Date"). As of the Termination Date, this Agreement shall terminate and neither Party shall thereafter have any further rights or obligations hereunder, except that CEV shall pay all monies owed pursuant to Section 11 of this Agreement through the Termination Date, and this Agreement shall be of no further force and effect.

B. If Host elects to terminate the Agreement prior to the expiration of the Term, Host must provide written notice to CEV pursuant to Section 20 of this Agreement (the "Termination Notice"), specifying the effective date of Host's termination of this Agreement.

i. Any termination without cause by the Host prior to the end of the one hundred and twentieth (120th) month of the Term, the Host is responsible to reimburse CEV for the full cost of any EV Rebate that CEV may have received, all costs CEV incurred for installing the EV Chargers on the Premises, and any costs for CEV to remove the Electrical Service Equipment, Electrical Infrastructure, Charging equipment, Utility equipment, decommissioning of equipment, bollards, foundations and EV Chargers from the Premises. In addition, Host shall pay CEV 50% of monthly gross sales from previous 90 days average, per month for remainder of the contract term.

ii. Host may terminate for cause without penalty as outlined below in (1), (2), and (3):

(1) In the event Host has not received payment under the terms of Section 11 of this Agreement by the tenth day of the calendar month, Host must provide written notice pursuant to Section 20 of this Agreement to CEV notifying CEV that it has not received payment. If CEV has not remitted the payment due to Host within thirty (30) days of the date of receipt of Host's notice, Host may terminate the Agreement for cause and without penalty.

(2) In the event that CEV has failed to properly maintain the EV Chargers, Host must provide notice pursuant to Section 20 of this Agreement to CEV. This notice shall provide information about the EV Charger(s) requiring maintenance. If CEV has failed to repair or replace the EV Chargers within thirty (30) days of receipt of the Host's notice, host may terminate the Agreement for cause and without penalty.

(3) Any other reason beyond Host's control, including but not limited to the acts or omissions of third parties, regulatory changes, civil disorder, labor strikes or disruptions, war, terrorism, pandemics, disease and natural disasters.

C. In all events of termination or expiration of this Agreement, the EV Chargers are owned by CEV and upon termination or expiration of the Agreement, CEV shall remove them and restore the Premises to the original condition.

D. The indemnity responsibilities as described in Section 15 of this Agreement survive termination.

8. UTILITIES:

CEV, if owning the utility, agrees to arrange and pay the charges for all utility services provided or used in or at the Premises during the Term. CEV shall pay Host directly if

service is owned by the Host company. In the event that utility services are disrupted and Host becomes aware of such disruption, Host shall use its best efforts to quickly notify CEV as soon as possible of the disruption. Host must provide CEV with a utility statement showing amount per kWh charged for reimbursement of utility cost. Usage will be reported on a quarterly basis with payment.

9. USE:

CEV shall use and occupy the Premises during the Term for electric vehicle charging services. All use of the Premises by CEV shall comply with applicable codes, laws, and ordinances.

10. CHARGING RATES:

CEV shall not charge over 150% above the cost of delivered power.

11. PAYMENT FOR CHARGING SERVICES:

CEV shall share revenue generated from the EV Chargers in the amount of \$0.03 per kilowatt-hour payable on the tenth day of each quarter of the year. If the Term is renewed pursuant to Section 6 of this Agreement, during the first Renewal Term, CEV shall pay a quarterly revenue share to Host in the amount of \$0.05 per kilowatt-hour, payable on the tenth day of each quarter of the year. Payments shall be made via check unless otherwise agreed to by the Parties.

12. MAINTENANCE:

CEV shall be responsible for maintaining the EV Chargers and Host shall not have any liability for damage to the EV Chargers unless such damage is caused by Host's gross negligence or willful misconduct. Notwithstanding the foregoing, Host must maintain the Premises and common areas of the Premises. Host agrees to coordinate any parking lot maintenance with CEV to ensure that charging stalls remain available as much as is reasonably feasible. CEV may, in its discretion and at its sole cost, install security cameras and other equipment to monitor the Premises from off-site. Host shall have no responsibility for the use or maintenance of security cameras and other equipment to monitor the Premises. All site equipment installed in relation to the charging infrastructure shall be maintained in good condition for the entire term of the Agreement.

13. HOST COVENANTS:

Host represents that it is the owner of the Premises and that this Agreement does not violate any agreement, lease or other commitment of Host. Host shall not take any action that would impair or interrupt the use of the Premises or the EV Chargers, except as necessary for Host to satisfy its obligations as a government entity. Host agrees to notify CEV within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Premises or EV Chargers, or (ii) it obtains knowledge of a needed repair to the Premises or EV Chargers. If non-electric vehicle motorists repeatedly park in the stalls dedicated to the EV Chargers ("Dedicated Stalls"), thereby impairing use of the Dedicated

Stalls, then the Parties shall together determine and implement an appropriate and effective strategy for preventing such impairment, including, without limitation, alternative signage and painted asphalt, for which CEV shall bear the entire cost. Host shall use commercially reasonable efforts to actively monitor the Premises to ensure that use of the EV Chargers is not impaired. CEV shall not be responsible for any consequential or delay claims and damages arising out of the sites in any fashion regardless whether or not said claims are foreseeable.

14. SIGNAGE:

CEV signage to be installed at the Premises is represented in Exhibit A and shall include signs to identify Dedicated Stalls. Any material revisions or additions to the signage depicted in Exhibit A shall be subject to Host approval, which shall not be unreasonably withheld, conditioned or delayed. All signage shall be professionally prepared, installed and maintained at CEV's expense.

15. INDEMNIFICATION:

Except to the extent of any gross negligence or willful misconduct of Host, CEV hereby agrees to indemnify, hold harmless, the Premises, Host, its managers, members, agents and representatives from all liability, damages, loss, costs and obligations, on account of or arising out of or alleged to have arisen out of any claim of any third party directly related to CEV's use of the Premises. CEV shall promptly remove or bond any liens placed on the Premises as a result of any claims for labor or materials furnished to or for CEV at or for use on the Premises.

16. DESTRUCTION:

Upon total destruction of the Premises either Party shall terminate the Agreement by furnishing written Notice pursuant to Section 20 of this Agreement within thirty (30) days of such destruction.

17. INSURANCE:

CEV shall carry commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) for bodily injury or death. A certificate evidencing such insurance shall be delivered to Host upon completion of the EV Charger installation and from time to time thereafter as may be requested by Host. Upon request, CEV shall include Host as additional insured on its commercial general liability and umbrella insurance policies. CEV will also carry worker's compensation insurance in accordance with state and federal law.

18. CONFIDENTIALITY AND PUBLICITY:

Neither Party will use the other Party's name, trademark or logo without such other Party's prior written consent.

19. ENVIRONMENTAL MATTERS:

To the best of Host's knowledge, Host believes that the Premises shall be delivered free of environmental contamination. CEV shall have no liability for any environmental contamination unless caused by CEV, its agents, employees or contractors.

20. NOTICES:

All notices or demands shall be in writing and shall be deemed duly served or given only if delivered by prepaid (i) U.S. Mail, certified or registered, return receipt requested, or (ii) reputable, overnight courier service (such as UPS or FedEx) to the addresses of the respective parties as specified in this Section. Copies of such correspondence shall be delivered via email as well as a courtesy if an email address is provided, but email notification does not suffice as effective notice for the purpose of this Agreement. Host and CEV may change their respective addresses for notices by giving notice of such new address in accordance with the provisions of this paragraph.

City of Plymouth, to:

Contact Name: John Buzuvis

Position: Economic Development Director

Address: City of Plymouth 201 S. Main

Plymouth, MI

Email: jbuzuvis@plymouthmi.gov

Phone: 734-453-1234 ext. 222

CEV, to:

Contact Name: Duane Lobbestael

Position: President

15045 Dixie Hwy Ste A, Holly, MI 48442

Email Address:

duane@statecontractingus.com

21. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and shall inure to the benefit of Host and CEV and their respective successors and assigns.

22. ARBITRATION:

If a dispute arises out of or relates to this Contract or the breach thereof or otherwise, and if the dispute cannot be settled through direct discussions the parties agree to first endeavor to settle the dispute by mediation under the construction industry mediation rules of the American Arbitration Association or privately before having recourse to

arbitration. Thereafter, any remaining claims or disputes arising out of, or relating to,

this Contract or the breach thereof shall be decided by arbitration in accordance with the most current Construction Industry.

23. GOVERNING LAW, JURISDICTION AND VENUE:

Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan. Any legal suit, action or proceeding arising out of this Agreement or the matters contemplated hereunder shall be instituted in state court in Oakland County in the State of Michigan, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or inconvenient forum. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

24. VOLUNTARY AND INFORMED EXECUTION:

The Parties acknowledge and agree that they have fully read, completely understand and voluntarily enter into and execute this Agreement, and acknowledge they have been represented and advised by counsel or had ample opportunity to be represented by counsel during the negotiations and drafting of this Agreement.

25. AMENDMENT:

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

26. SEVERABILITY:

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the Parties agree that such provision shall be adjusted or modified by the court to the extent necessary to cure that invalidity, and that such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. COUNTERPARTS:

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Signed copies transmitted electronically in PDF or similar format shall be treated as originals.

IN WITNESS WHEREOF, the Parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written below.

Charge EV, LLC.

By: Duane Lobbestael
Its: President

City of Plymouth:

By:
Its:
Effective Date:

There was a voice vote.
MOTION PASSED UNANIMOUSLY

f. Scooters Coffee Acceptance of Stormwater Jurisdiction
The following resolution was offered by Maguire and seconded by Kehoe:

Resolution No. 2024-45

At a regular Meeting of the City of Plymouth City Commission on May 20, 2024, the following resolution was offered:

- WHEREAS Chapter 7 of the Wayne County Storm Water Ordinance (Wayne County Ordinance”), requires storm water management systems to be maintained in perpetuity to ensure that the systems function properly as designed; and
- WHEREAS Rule 1001 of Wayne County Storm Water Management Administrative Rules (“Administrative Rules”), requires applicants for storm water construction approval to submit long term maintenance plans as part of an application for storm water construction approval; and
- WHEREAS Bender Plymouth 1, LLC (“Developer”), has applied to Wayne County Department of Public Services for a storm water construction approval with respect to a project named SCOOTER’S COFFEE PLYMOUTH (“Project”), located at 1490 W. Ann Arbor Rd. in the City of Plymouth, MI; and
- WHEREAS Developer’s application for storm water construction approval has been assigned permit review number M-53462; and
- WHEREAS Developer submitted a plan to the County and City of Plymouth entitled Scooter’s Coffee, 1490 West Ann Arbor Road, Plymouth, MI 48170 Storm Water management System Long-Term Maintenance Plan, authored by Progressive AE on May 9, 2024 (“Plan”), for

long-term maintenance of the storm water management system(s) at the Project pursuant to Rule 801, which Plan has been tentatively approved by the County pending issuance of this resolution and has been accepted by the City of Plymouth; and

WHEREAS The City of Plymouth has agreed to assume jurisdiction and accept responsibility for long-term maintenance of storm water management system(s) at the Project in perpetuity;

NOW THEREFORE BE IT RESOLVED that the City of Plymouth assumes jurisdiction over and accepts responsibility for long term maintenance of storm water management system(s) at the Project pursuant to the Wayne County Ordinance, the Administrative Rules, the Plan, and the storm water construction approval issued by Wayne County;

BE IT FURTHER RESOLVED that approval be and is hereby granted, authorizing the Director of Municipal Services to execute, on behalf of the City of Plymouth, Permit M-53462 for long term maintenance of storm water management system issued by Wayne County for the project.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

g. Scooters Coffee Approval and Acceptance of Long-Term Stormwater Maintenance Agreement
The following resolution was offered by O'Donnell and seconded by Moroz:

RESOLUTION 2024-46

WHEREAS The City Commission of the City of Plymouth is required, to officially accept utility long-term maintenance responsibilities for new stormwater management systems installed and permitted by Wayne County; and

WHEREAS The City of Plymouth, upon accepting maintenance responsibilities, enters into a long-term stormwater maintenance agreement for the system at Scooter's Coffee located at 1490 W. Ann Arbor Rd, to maintain the system in perpetuity; and

WHEREAS The Department of Municipal Services have reviewed and approved the enclosed long-term maintenance agreement between the City and Bender Plymouth 1, LLC the developer and responsible party; and

WHEREAS The City and Wayne County have required the property owner to install the necessary stormwater management system to meet the Wayne County Ordinance at 1490 W. Ann Arbor Road as part of the Scooter's Coffee development.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the enter into the attached Long-Term Stormwater Maintenance Agreement with Bender Plymouth 1, LLC, its assigns, and successors.

NOW BE IT FURTHER RESOLVED THAT The City Commission of the City of Plymouth authorize the Mayor and City Clerk to sign the agreement on behalf of the City of Plymouth prior to the agreement recording by Wayne County.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

h. Authorization to Purchase Detective Bureau Vehicle

The following resolution was offered by Filipczak and seconded by Moroz:

RESOLUTION 2024-47

WHEREAS The City of Plymouth operates a police department to help protect the public health, safety, and welfare; and

WHEREAS From time-to-time vehicles used by the various departments need to be replaced; and

WHEREAS There is a need to replace the vehicle used by the Detective Bureau of the Police Department; and

WHEREAS The Police Department found that the Chevrolet Equinox would be an appropriate replacement; and

WHEREAS The City of Plymouth received a proposal from LaFontaine Chevrolet-Plymouth to purchase one (1) 2024 Chevrolet Equinox.

NOW THEREFORE BE IT RESOLVED THAT the Plymouth City Commission authorizes the purchase of one (1) 2024 Chevrolet Equinox in the amount of \$29,240.00 Funding for this purchase is authorized from the Equipment Fund.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

i. Old Village Event Electrical Upgrades

The following resolution was offered by Kehoe and seconded by Maguire:

RESOLUTION 2024-48

WHEREAS The City Commission has established a one-year task for the City Administration to pursue electrical upgrades in Old Village for special event purposes, and this task is part of the City Commission's five-year strategic plan for sustainable infrastructure; and

WHEREAS The City staff has met with DTE Energy service planners, the City's electrician; and

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby authorize a contract with Green Electrical Solutions in the amount of \$55,000 to install a 300-amp, 120/240 volt, three phase service in the Old Village in accordance with their proposal of May 14, 2024. Funding for this project is authorized from the City's Capital Improvement Budget.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

11. REPORTS AND CORRESPONDENCE

a. Liaison Reports

Kehoe said the DDA received a report on the costs of Central Parking Deck repairs and potential replacement in 10 or 20 years at their May meeting.

Filipczak said the Cemetery Board met in May and intends to meet quarterly in the future. She thanked the City Commission for approving mausoleum repairs.

Maguire said the library would be starting its summer reading program at the beginning of June, and that the grand opening of the Wilcox Amphitheatre would be held on June 1. She said she recently attended a meeting of the Plymouth Community Council on Aging and appreciated all of their programs.

Deal reminded the group that the Friday night concert series would begin this week.

b. Appointments

There were no appointments.

12. ADJOURNMENT

A motion to adjourn was offered by Maguire and seconded by Moroz at 7:59 p.m.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

SUZI DEAL
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK



Special Meeting Minutes Plymouth City Commission Recreation Study Session Wednesday, May 22, 2024 7:00 p.m. Plymouth Cultural Center, 525 Farmer, Plymouth, MI 48170

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

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

1. CALL TO ORDER

a) Roll Call

CITY COMMISSION MEMBERS PRESENT: Mayor Suzi Deal, Mayor Pro Tem Kelly O'Donnell, Commissioners Jennifer Kehoe, Alanna Maguire, Nick Moroz

CITY COMMISSION MEMBER EXCUSED: Commissioners Brock Minton, Linda Filipczak

ALSO PRESENT: City Manager Paul Sincok, Recreation Director Steve Anderson, Recreation Assistant Director Brandon Szachta

2. WELCOME – MAYOR SUZI DEAL

3. CITY COMMISSION STUDY SESSION

City Commissioners gave a presentation on the recreation department and the challenges it faces. Recreation Director Steve Anderson also provided information. Residents were given the opportunity to provide written comments and personal one-on-one discussion with members of the City Commission.

Community Engagement Forum

PLYMOUTH PARKS & RECREATION

May 22, 2024

1



2

- ## OUR PURPOSE TONIGHT
- MASTER PLAN GOALS REVIEW
 - PARKS & RECREATION OVERVIEW
 - IDENTIFIED NEEDS & GAPS
 - YOUR QUESTIONS
 - FEEDBACK FROM YOU!

3

MASTER PLAN GOALS

CONNECTIVITY & ACCESSIBILITY Allow citizens to easily travel between city parks and recreation facilities and connect to other city services.	NATURAL RESOURCES Preserve, enhance, and restore natural resources and recreational opportunities within the city.	OPERATIONS, MAINTENANCE & FUNDING Provide high-quality, safe, and accessible parks and recreation facilities and programs.
PROGRAMS Offer a variety of programs, activities, and services that meet the needs of all citizens.	FACILITIES Provide safe, accessible, and well-maintained parks and recreation facilities.	PARTNERSHIPS Collaborate with other city departments, community organizations, and private industry to enhance parks and recreation services.

4

- ## PLYMOUTH'S RECREATION DEPT.
- | | |
|---|---|
| Election Logistics
Public Relation Events (Blood / Food Drives)
Budgeting
Special Events
Grant Writing
Facility Staffing
Athletic Field / Turf Maintenance
Public Safety Training
Training of Staff and Volunteers
Press Releases
Construction Management | Vaccination Clinics
Billing & Accounting
Ice Arena Maintenance
Facility Contracting
Software Specialist
Liquor Sales
Hospitality
Social Media Promotions
Purchasing / Supply Chain
Athletic Administration
City-Wide Logistical Support |
|---|---|

5

PLYMOUTH'S RECREATION DEPT.

CULTURAL CENTER OPERATION: Fall/Winter/Spring: 7 days/wk. 7:30 am - 10 pm Summer: 3-7 days/wk. 2:30 am - depends		OUTDOOR SPORTS OPERATION: Spring/Summer/Fall: 7 days/wk. weekdays 5:30 p.m. - dusk weekends 7 am - dusk
---	--	--

6

- ## PLYMOUTH'S RECREATION PROGRAMS
- | | |
|---|---|
| • Youth Soccer - Plymouth City Soccer
• Summer T-Ball
• Bridge
• Over 60 Hockey
• Over 70 Hockey
• Citizens Academy
• Comhole Leagues
• Darcy Daughter Dance
• Ethnic Tournaments
• Fitness Classes
• Holiday Decorating Contests | • Pickleball Leagues & Drop-In
• Pumpkin Carving Contest
• Senior Exercise
• Senior Woodworking
• Tai Chi
• Trivia Nights
• TumbleBunnies
• Open Skate
• Figure Skating Drop-In
• Multiple local & regional partnerships for programs/spaces |
|---|---|

7

PLYMOUTH'S RECREATION DEPT.

FULL TIME: 1 Director, 1 Asst. Director, 1 Facility Operations Manager, 1 Asst. Facility Manager - 2nd Shift

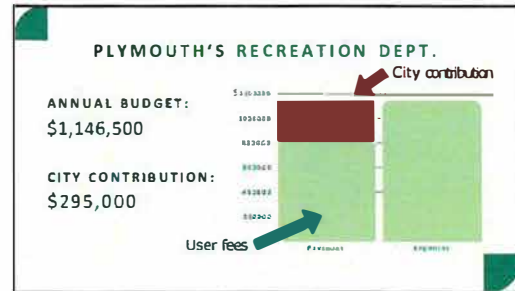
3/4 TIME: 1 Office Supervisor / Facility Booking

8

PLYMOUTH'S RECREATION DEPT.

VOLUNTEERS: 100+ Coaches Thank you!

9



10

PLYMOUTH'S RECREATION CHALLENGES

- 1 OVERDUE/PROJECTED FACILITIES MAINTAINANCE & CAPITAL IMPROVEMENTS
- 2 LACK OF OUTDOOR FIELDS
- 3 NO GRANT-MATCH FUNDING SOURCE

11

1 NEIGHBORHOOD PARK IMPROVEMENTS

The Need: Deferred and projected maintenance, repair, and capital improvement of neighborhood parks

The Gap: Funding for Smith, Rotary, Lion's, KofC, Kiwanis, Wilcox, Garden and Fairground Parks as well as Don Massey Field, per Master Plan.

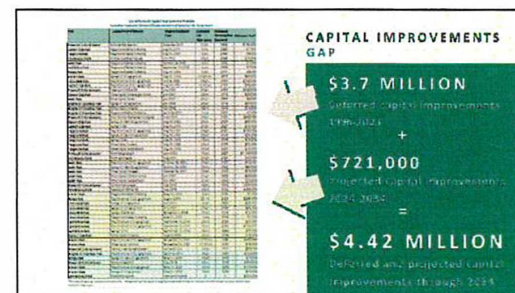
12

1 CULTURAL CENTER IMPROVEMENTS

The Need: Deferred and projected maintenance, repair, and capital improvement of Cultural Center

The Gap: Funding to replace roof, windows, geo-thermal, Zamboni, and parking lot mill-and-fill

13



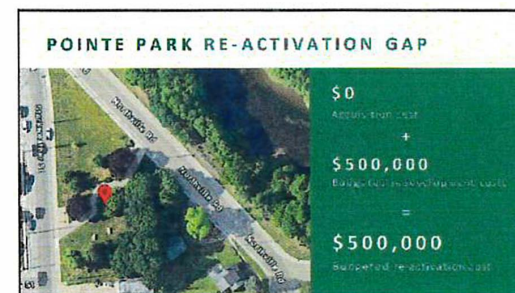
14

1 POINTE PARK RE-ACTIVATION

The Need: Re-activate an under-utilized park in Old Village, with user group and community input/coordination

The Gap: Funding to re-develop Pointe Park into an accessible, engaging public space that meets the needs of the community.

15



16

PARTNERSHIP FOR MULTI-USE FIELD

The Need: Secure multi-use field space for soccer and other activities

The Gap: Funding for zero/low cost long term lease with local partner and creation of multi-use, low-maintenance, long-lasting turf field.



17

MULTI-USE FIELD GAP



LOW \$\$
Long term lease with joint use

+

\$1.4 MILLION
Addressed turf field development costs

=

\$1.4 MILLION
Multi-sport turf field ownership

18

GRANT-MATCH FUNDS

The Need: Establish a reliable revenue source to provide grant-match funds when opportunities become available.

The Gap: Source to reliably pledged matches for grant funding as needed.



19

GRANT MATCH GAP



PARTNERSHIP GRANT OPPORTUNITIES
75%-90% match often required

+

PLEGGED MATCH FROM DEDICATED PARKS AND RECREATION FUNDS

=

50-75%
Potential cost-savings on eligible parks and recreation projects

20

YOUR QUESTIONS

- WHY AREN'T MY TAXES ENOUGH?

21

WHERE DOES YOUR TAX DOLLAR GO?



22

YOUR QUESTIONS

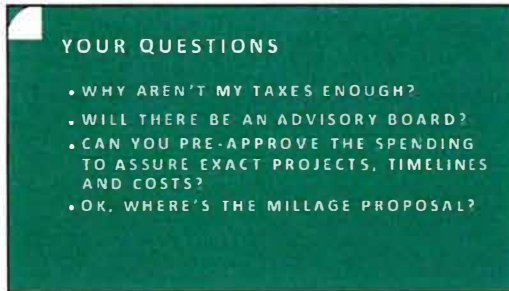
- WHY AREN'T MY TAXES ENOUGH?
- WILL THERE BE AN ADVISORY BOARD?

23

YOUR QUESTIONS

- WHY AREN'T MY TAXES ENOUGH?
- WILL THERE BE AN ADVISORY BOARD?
- CAN YOU PRE-APPROVE THE SPENDING TO ASSURE EXACT PROJECTS, TIMELINES AND COSTS?

24



25



26



27

4. ADJOURNMENT

The meeting was adjourned at 8:30 p.m.

SUZI DEAL
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK

City of Plymouth
SPECIAL EVENT APPLICATION

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

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

Sponsoring Organization's Legal Name Plymouth Community Chamber of Commerce

Ph# 734-453-1540 Fax# 734-404-6026 Email mary@plymouthmich.org Website www.plymouthmich.org

Address 850 W. Ann Arbor Trail City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Mary Nyhus Title Event Manager

Ph# same Fax# same Email same Cell# _____

Address same City _____ State _____ Zip _____

Event Name Inside-Out Sale (previously called Sidewalk Sales)

Event Purpose Retail shops can clear out older merchandise to make room for fall/winter merchandise

Event Date(s) July 26-27, 2024

Event Times Friday: 10 a.m. to 8 p.m., Saturday: 10 a.m. to 6 p.m.

Event Location Downtown Plymouth

What Kind Of Activities? Shopping

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

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

Event Details: Participating retail shops will put their sale merchandise on tables on the sidewalks in front of their stores or have an inside sale. Some stores may want to use parking spaces in front to their stores for extra space to display their sales items.

RECEIVED

MAY 23 2024

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 Cosponsored Event Other NonProfit Other ForProfit 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)

**Some stores may want to use parking spaces in front to their stores for extra space to display their sales items.

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:

The length of the event is over the 2-3 hour time limit in public parking areas

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

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

4/9/2024

Date

Mary Nyhus

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 Community Chamber of Commerce (*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 Inside Out Summer Sale (*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 Mary Nyhus

Date 4/9/2024

Witness Wanda Clouston

Date 4/9/2024

EVENT REVIEW FORM

EVENT NAME: Inside Out Sales 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>NO SERVICES NEEDED</u>				
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO				
Labor Costs: \$	Equipment Costs: \$	Materials Costs	\$	
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>guc</u>
Labor Costs \$	Equipment Costs \$	Materials Costs	\$	
FIRE:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>RS</u>
<u>NO SERVICES REQUESTED</u>				
Labor Costs \$	Equipment Costs \$	Materials Costs	\$	
HVA:	<u>Approved</u>	Denied	(list reason for denial)	Initial
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>SBP</u>
Labor Costs \$	Equipment Costs \$	Materials Costs	\$	
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial
Class I – Low Hazard	Event Sponsors must provide current Certificate of Insurance naming City			
Class II – Moderate Hazard	of Plymouth as 'Additional Insured' including in the Description Box/Area.			
Class III – High Hazard	Food vendor/service requirements per Special Event Policy, must also be			
Class IV – Severe Hazard	met for any food.			
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				

City of Plymouth SPECIAL EVENT APPLICATION

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

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

Sponsoring Organization's Legal Name Plymouth Community Chamber of Commerce

Ph# 734-453-1540 Fax# 734-404-6026 Email mary_beth@plymouthmich.org Website www.plymouthmich.org

Address 850 W. Ann Arbor Trail City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Mary Beth Dunn Title Event Manager

Ph# same Fax# same Email same Cell# _____

Address same City _____ State _____ Zip _____

Event Name Pumpkin Palooza 2024

Event Purpose Children's Halloween Event

Event Date(s) Sunday, October 20, 2024

Event Times 11:30 a.m. to 2:30 p.m.

Event Location Downtown Plymouth

What Kind Of Activities? Games, activites, entertainment, costume contests and trick-or-treating at vendor booths.

What is the Highest Number of People You Expect in Attendance at Any One Time? ~7000

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

Event Details: This is a family designed event to give children a hands-on Halloween experience with games, activities, entertainment, costume contests, trick-or-treating and more...

RECEIVED

MAY 23 2024

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 Cosponsored Event Other NonProfit Other ForProfit 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)

Yes, the streets will need to closed by 10:00 a.m. for setting up tents and tables and reopened at 3:00 pm.
We will need trash containers throughout the closed streets.

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:

The length of the event is over the 2-3 hour time limit in public parking areas

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

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

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

4/9/2024
Date

Mary Beth Dunn
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) 4531234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The Plymouth Community Chamber of Commerce (*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 Pumpkin Pal @za (*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.

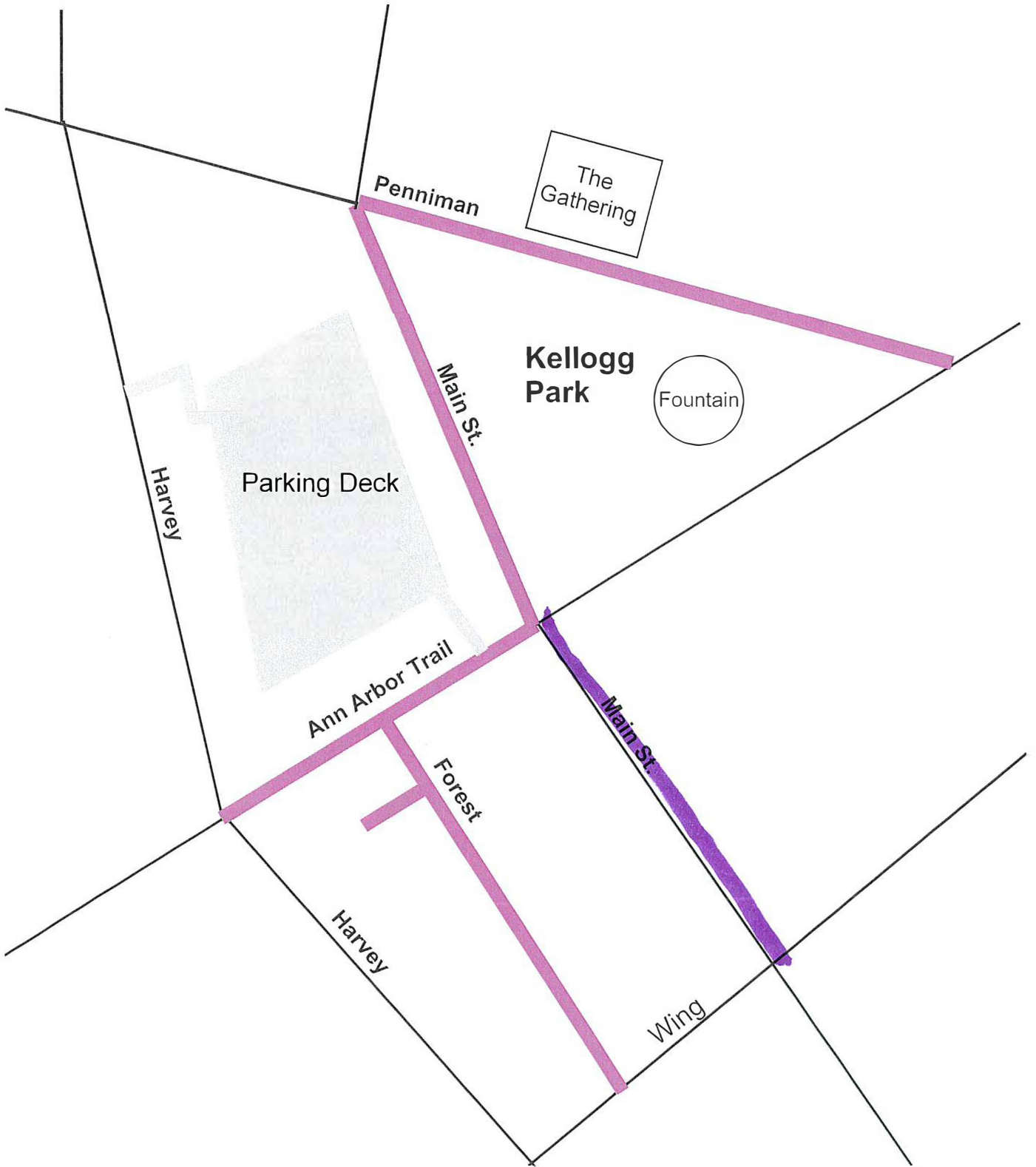
Signature Mary Beth Dunn

Date 4/9/2024

Witness Mary Nyhus

Date 4/9/2024

2021 Pumpkin Palooza



Streets Closed 

EVENT REVIEW FORM

EVENT NAME: Pumpkin Palooza 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>GP</u>
1 SUP & 2 FTE DURING EVENT 4 PORT - A - JOANS				
\$250 Bathroom Cleaning Fee Per Day of Event? <input checked="" type="radio"/> YES <input type="radio"/> NO				
Labor Costs:	\$ <u>1750</u>	Equipment Costs:	\$ <u>350</u>	Materials Costs \$ <u>600</u>
POLICE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>gpc</u>
2 - OFFICERS @ 3 HRS				
Labor Costs \$		Equipment Costs \$	<u>456 -</u>	Materials Costs \$
FIRE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>RS</u>
NO SERVICES REQUESTED				
Labor Costs \$	<u>0</u>	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>SRP</u>
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$
RISK MANAGEMENT:	<input type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial
Class I – Low Hazard	Event Sponsors must provide current Certificate of Insurance naming City			
Class II – Moderate Hazard	of Plymouth as 'Additional Insured' including in the Description Box/Area.			
Class III – High Hazard	Food vendor/service requirements per Special Event Policy, must also be			
Class IV – Severe Hazard	met for any food.			
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 TRINITY YOGA, LLC

Ph# 734-259-4324 Fax# _____ Email Sherie@plymouthyogaroom.com Website PLYMOUTHYOGAROOM.CO.

Address 474 FOREST AVE City PLYMOUTH State MI Zip 48170

Sponsoring Organization's Agent's Name PLYMOUTH YOGA/SHERI Title OWNER

Ph# 248-417-7897 Fax# _____ Email _____ Cell# 248-417-7897

Address _____ City _____ State _____ Zip _____

Event Name YOGA IN THE PARK

Event Purpose TEACH A YOGA CLASS

Event Date(s) June 12, July 10, ~~Aug 20~~ July 31 & Aug 21

Event Times 6:00 - 7:00 PM

Event Location KELLOG PARK

What Kind Of Activities? YOGA

What is the Highest Number of People You Expect in Attendance at Any One Time? 200-300

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.)

RECEIVED
MAY 21 2024
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)

Electricity for sound system

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.

5-21-24
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 YOGA REORGANIZATION (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 YOGA 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 [Handwritten Signature]

Date 5.21.24

Witness [Handwritten Signature]

Date 5/21/24

EVENT REVIEW FORM

EVENT NAME: YOGA in the Park 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>NO SERVICES NEEDED</u>				
\$250 Bathroom Cleaning Fee Per Day of Event? <u>YES</u> NO				
Labor Costs: \$		Equipment Costs: \$		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:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>CS</u>
<u>NO SERVICES REQUESTED</u>				
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$
HVA:	<u>Approved</u>	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>WBC</u>
Class I – Low Hazard	Event Sponsors must provide current Certificate of Insurance naming City			
<u>Class II – Moderate Hazard</u>	of Plymouth as 'Additional Insured' including in the Description Box/Area.			
Class III – High Hazard	Food vendor/service requirements per Special Event Policy, must also be			
Class IV – Severe Hazard	met for any food.			
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/23/2024

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

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

PRODUCER  Tom Mazzola 45150 North Avenue Macomb MI 480425227	CONTACT NAME: Tom Mazzola PHONE (A/C, No, Ext): 586-948-5600 E-MAIL ADDRESS: tom.mazzola.cyw7@statefarm.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED TRINITY YOGA LLC 474 FOREST AVE PLYMOUTH MI 481701722	INSURER A : State Farm Fire and Casualty Company		25143
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

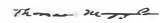
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	92-CW-X746-5	01/19/2024	01/19/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER **CANCELLATION**

City of plymouth 201 S. Main Street plymouth MI 48170	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  This form was system-generated on 05/23/2024
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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 - AT&T Metro Act Right of Way Permit Extension 08-01-24.docx*
Date: May 30, 2024
RE: AT&T Metro Act Right of Way Permit Extension

Background

The City Commission is aware that several years ago AT&T lobbied the State Legislature extremely hard and over the objections of the Michigan Municipal League for the right to eliminate the local control over rights of way.

We have received a request from AT&T to renew their "METRO ACT" telecommunications Right of Way and have a five-year permit extension. This request has been reviewed by the City Attorney and under the terms of the law, we must approve the request.

RECOMMENDATION:

The State Legislature has provided no real opportunity for the local units of government to have input or negotiate aspects of this contract. The City Commission must approve the contract, or it is automatically approved under the state law. So, based on the very effective job that AT&T did of enacting legislation we are recommending that the City Commission approve the request for a five-year permit extension.

We have attached a proposed Resolution for the City Commission to consider regarding this matter. Please keep in mind that if the City Commission takes no action or tables this matter, then it will automatically be approved in accordance with the state law.



AT&T Michigan Angela Wesson
METRO Act Administrator
54 N. Mill Street
Mailbox #30
Pontiac, MI 48342

April 4, 2024

Plymouth City
201 S Main St
Plymouth, MI 48170

METRO ACT RIGHT OF WAY PERMIT EXTENSION

Dear Plymouth City,

This is a letter agreement which extends the existing METRO Act Permit issued by the Plymouth City/Wayne County to Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T") which expires on July 31, 2019. The extension is for a term to end on July 31, 2024.

If this is agreeable, please sign both copies of the extension letter agreement in the place provided below and return to AT&T Michigan at the address on this letterhead. Upon receipt AT&T will acknowledge and return one copy for your files.

Additional information regarding this renewal request may be found at <http://www.michigan.gov/mpsc>. Please click on Regulatory Information, Telecommunications, and METRO Act/Right of Way.

We would appreciate return of the signed copies within 30 days of receiving this request. Your cooperation is appreciated.

If you have any questions feel free to contact Ms. Angela Wesson via e-mail, AD3245@att.com or 248-877-9518.

Agreed to by and on behalf of the
Plymouth City

By: _____
Signature

Its: _____

Date: _____

Michigan Bell Telephone Company d/b/a AT&T acknowledges receipt of this. Permit Extension granted by the municipality.

By: _____
Angela Wesson

Its: METRO Act Administrator

Date: _____

CITY OF PLYMOUTH

APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS

By
Michigan Bell Telephone, d.b.a. SBC Michigan
("APPLICANT")

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCLA 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCLA 484.3105(3).

1 GENERAL INFORMATION:

1.1 Date: 10-16-03 (Revised 6-8-2004)

1.2 Applicant's legal name: Michigan Bell Telephone Company d/b/a SBC Michigan. C/O Robert Meganck, Operations Director C&E
Mailing Address: 54 N. Mill St. Box 3
Pontiac, MI 48342

Telephone Number: 248-975-4780

Fax Number: 248-975-4733

Corporate website: www.SBC.com

Name and title of Applicant's local manager (and if different) contact person regarding this application: Susan Kuhn, Area Manager

Telephone Number: 734-523-6870

Fax Number: 734-523-0802

1.3 Type of Entity: (Check one of the following)

- Corporation
 General Partnership
 Limited Partnership
 Limited Liability Company
 Individual
 Other, please describe: _____

1.4 Assumed name for doing business, if any: The following assumed names for Michigan Bell Telephone Company have been filed with the State of Michigan Department of Commerce-Corporations and Securities Bureau: Ameritech Michigan, Michigan Bell, SBC Ameritech Michigan, SBC Michigan, SBC Michigan Telephone and Telecommunications 2000. SBC is also used.

1.5 Description of Entity: Michigan Bell Telephone Company is a wholly owned subsidiary of SBC Communications Inc., certified and licensed to provide telecommunication services and operate in exchanges and zones within the State of Michigan. MBT is Regulated and subject to terms of Tariff MPSC Nos. 20U and 20R, on file with the MPSC, under provisions of Article 3 of the Michigan Telecommunications Act (MTA) (1991 PA 179).

1.5.1 Jurisdiction of incorporation/formation: State of Michigan

1.5.2 Date of incorporation/formation: January 26, 1904

1.5.3 If a subsidiary, name of ultimate parent company: SBC Communications Inc.

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

Edward E Whitacre Jr.
Randall Stephenson

Chairman and CEO, SBC Communications Inc.
Executive V. P. and Chief Financial Officer,
SBC Communications Inc.

Gail F. Torreano
April J. Rodewald
Michael J. Viola

President, SBC Michigan
Secretary, SBC Michigan
Treasurer, SBC Michigan

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Consumer and Industry Services and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information. This information is available at www.sbc.com/investor_relations

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: N● _____

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

NO

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; NO or

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

NO

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 SBC has been granted and currently holds a certified license to operate in exchanges and zones within the State of Michigan from the MPSC. We are regulated by and subject to terms and conditions of MPSC Tariff 20R, on file with the MPSC under the provisions of Article 3 of the Michigan Telecommunications Act MTA. Therefore, no financial information needs to be supplied. If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain. SBC Communications Inc.'s Annual Report and SEC 10K and 10Q statements are available at www.sbc.com/investor_relations.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

SBC Michigan has been granted and currently holds all authorities necessary from the Michigan Public Services Commission (MPSC) to provide local exchange services within its service areas in the State of Michigan; therefore, no financial information is required to be submitted. SEC 10K and 10Q forms are available at www.sbc.com/public_relations. Applicant is a wholly owned subsidiary of SBC Communications Inc., and does not separately report financial results to the SEC.

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain. **Authorizations MPSC Tariffs 20U and 20R on file with the MPSC under the provisions of Article 3 of the Michigan Telecommunications Act. (MTA)**

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

SBC Michigan provides local exchange and exchange access services, wholesale and resale services to qualifying competitive local carriers and miscellaneous other services as set forth in Applicant's tariffs on file with the MPSC. The telecommunications facilities SBC Michigan installs and maintains in the Public Ways of the Municipality, consists of: fiber optic and copper pair cable and wires, conduits, manholes, poles, and ducts to support the same, pedestals, cabinets, controlled environment vaults, and huts to enclose and protect cable and wire and electronic transmission equipment, and appurtenant facilities.

2.3 Attach route maps showing the location of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way). See attached CD, which show routes SBC Michigan existing facilities generally follow. **SBC Michigan has calculated the lineal footage used in determining the maintenance fee for each Municipality upon the assumption that SBC Michigan occupies all Public rights of ways, as defined in the Metro Act, located within the Municipality. SBC Michigan does not believe that the Metro Act requires that location information such as the sides of street occupied be provided. No approval for new construction is requested at this time.**

2.4 Please provide an anticipated or actual construction schedule. **No approval for new construction is requested at this time and hence no schedule for such construction is provided.**

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways. **SBC Michigan. Other entities may own cable, wires and other equipment attached to SBC Michigan's poles, or placed in SBC Michigan's conduit, manholes, vaults, huts or cabinets.**

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant. **SBC Michigan will maintain all of the facilities it owns in the Public Ways. Contacts are to be made through the local contacts provided in this application.**

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office; 31100 Plymouth Rd., Livonia, MI, 48150

3.2 Location of all records and engineering drawings if not at local office; Records will be at Local Office stated above.

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system; Peter Angelo, Design Engineer, 31100 Plymouth Rd., Livonia, MI. 48150. 734-523-7575 Office, 734-523-0802 fax

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following: SEE ATTACHED SELF-INSURANCE STATEMENT.

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways. SBC Michigan uses many different contractors. Names of contractors for specific construction projects will be submitted with any New Construction Permit Application. No new construction approval is requested at this time.

4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

NAME OF ENTITY ("APPLICANT")

SBC Michigan _____

By: _____

Robert Meganck

Date: Revised 6-8-2004

Robert A Meganck

Printed Name

Operations Director, Michigan C&E

Title

P. Angelo

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT
METRO Act
Unilateral Form**

This permit is issued on 7-20-04, 2004 by the City of Plymouth

1 Definitions

- 1.1 Date of Issuance shall mean the date set forth above.
- 1.2 Manager shall mean Municipality's Supervisor or his or her designee. (Also referred to as "Supervisor")
- 1.3 METRO Act shall mean the Metropolitan Extension Telecommunications Right-of Way oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.4 Municipality shall mean the City of Plymouth, a Michigan municipal corporation.
- 1.5 Permit shall mean this document.
- 1.6 Permittee shall mean Michigan Bell Telephone Company d/b/a SBC Michigan, a Michigan Corporation, organized under the laws of the State of Michigan whose address is 54 N. Mill St., Pontiac, MI. 48342.
- 1.7 Public Rights-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public Rights-of-Way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunications Facilities or Facilities shall mean the Permittee's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, two-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

2.1 Municipality hereby issues a permit under the METRO Act to Permittee for access to and ongoing use of the Public Right-of-Way identified on Exhibit A to, use, repair, rearrange, restore and maintain any Existing Telecommunication Facilities on the terms set forth herein. The permit is granted for existing facilities within the Township and no construction of "NEW" facilities will occur without submission of a new permit request.

2.1.1 Exhibit A may be modified by Manager upon written request by Permittee.

2.1.2 Any decision of Manager on a request by Permittee for a modification may be appealed by Permittee to Municipality's legislative body.

2.2 Overlapping. Permittee shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.

2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

3.1 Permittee Contacts. The names, addresses and the like for engineering and construction related information for Permittee and its Telecommunication Facilities are as follows:

3.1.1 The address, e-mail address, phone number and contact person (title or name) at Permittee's local office (in or near Municipality) is **Sue Kuhn, Area Manager, 31100 Plymouth, Rm. 301, Livonia, MI. 48150, Office: 734-523-6870, Fax: 734-523-0802**

3.1.2 If Permittee's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is: **Same as 3.1.1**

3.1.3 The name, title, address, e-mail address and telephone numbers of Permittee's engineering contact person(s) with responsibility for the

design, plans and construction of the Telecommunication Facilities is Peter Angelo, Area Engineer, 31100 Plymouth Rd., Rm. 301, Livonia, MI. 48150, 734-523-7575 Office, 734-266-6553 Fax.

- 3.1.4 The address, phone number and contact person (title or department) at Permittee's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Same as 3.1.3.
- 3.1.5 Permittee shall at all times provide Manager with the phone number at which a live representative of Permittee (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.
- 3.1.6 Permittee shall immediately notify Municipality in writing as set forth in Part 12 of any inaccuracies or changes in the preceding information.
- 3.2 Route Maps. Within ninety (90) days after the substantial completion of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).
- 3.3 As-Built Records. Permittee, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Permittee shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Permittee, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Permittee's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Permittee, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Permittee shall do so within a reasonable time period. Municipality will attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 **No Priority.** This Permit does not establish any priority of use of the Public Right-of-Way by Permittee over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 **Restoration of Property.** Permittee, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Permittee's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Permittee's option, better) condition as that which existed prior to the disturbance. In the event that Permittee, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Permittee shall pay the costs Municipality incurred for such repair.
- 4.4 **Marking.** Permittee shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Permittee's lines on alternate poles which shall state Permittee's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Permittee's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Permittee's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Permittee, shall be marked at its entrance into and exit from each manhole and handhole with Permittee's name and a toll-free telephone number.
- 4.5 **Tree Trimming.** Permittee may trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, to the extent otherwise permitted by law or agreement and consistent with the following standards adopted by the Township: Permittee shall minimize the tree work and limit tree trimming to only

those trees that are essential to maintain the integrity of the Telecommunications Facilities to the minimum extent necessary. No tree trimming or tree work shall be done in the public Rights-of-Way without previously informing the Township Supervisor, the Township Building Inspector and affected land owners in writing not less than twenty (20) days before the trimming work, except in an emergency, in which case notice shall be given as soon as possible. Township has the right to request that Permittee remove and replace with a comparable tree, at Permittee's sole expense, trees which were significantly damaged by necessary work or trimming, or provide restitution if a comparable tree is not available. Permittee shall dispose of all trimmed materials.

- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Permittee shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Permittee's use, or the facilities of all users of the poles are required to go underground then Permittee shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Permittee may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Permittee shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Permittee shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Permittee to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Permittee shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Permittee shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Permittee shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest

edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Permittee shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended.

- 4.9 **Street Vacation.** If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Permittee's Facilities in the vacated Public Right-of-Way, Permittee shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Permittee shall relocate its Facilities to such alternate route as Municipality, applying reasonable engineering standards, shall specify.
- 4.10 **Relocation.** If Municipality requests Permittee to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Permittee shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality, applying reasonable engineering standards, shall specify. The work shall be completed within a reasonable time period.
- 4.11 **Public Emergency.** Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Permittee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality will attempt to provide notice to Permittee. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Permittee shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 **Miss Dig.** If eligible to join, Permittee shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 **Underground Relocation.** If Permittee has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Permittee shall relocate its Facilities underground in the same location at Permittee's sole cost and expense.
- 4.14 **Identification.** All personnel of Permittee and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear

on their clothing a clearly visible identification card bearing Permittee's name, their name and photograph. Permittee shall account for all identification cards at all times. Every service vehicle of Permittee and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Permittee's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Permittee shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Permittee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Permittee's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Permittee, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality will notify Permittee promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality will cooperate with Permittee in every reasonable way to facilitate the defense of any such claim. Municipality will consult with Permittee respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality will not settle any claim subject to indemnification under this Part 5 without the advance written consent of Permittee, which consent shall not be unreasonably withheld. Permittee shall have the right to defend or settle, at its own expense, any claim against Municipality for which Permittee is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Permittee shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Permittee may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

6.1.1 Commercial general liability insurance, including Completed Operations

Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).

- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
- 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
- 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
- 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Permittee shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.

6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

6.4 Deductibles. If the insurance policies required by this Part 6 are written with

retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Permittee shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.

- 6.5 **Contractors.** Permittee's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Permittee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Permittee's policies).
- 6.6 **Insurance Primary.** Permittee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Permittee's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 **Term**

- 7.1 **Term.** The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 **Five (5) years; or**
 - 7.1.2 **When the Telecommunication Facilities has not been used to provide telecommunications services for a period of one hundred and eighty (180) days by Permittee or a successor or an assignee of Permittee; or**
 - 7.1.3 **When Permittee, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or**
 - 7.1.4 **Upon either Permittee or Municipality giving written notice to the other of the occurrence or existence of a default by the other party and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or**

7.1.5 Unless Manager grants a written extension, one year from the Date of Issuance if prior thereto Permittee has not started the construction and installation of the Telecommunication Facilities within the Public Rights-of-Way and two years from the Date of Issuance if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Permittee to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)]. The bond will be for the purpose of insuring SBC complies with its obligations to restore the rights-of-way after maintenance of existing facilities.

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Permittee or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Permittee shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Permittee's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Permittee, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication

Facilities in the Public Rights-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Permittee as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Permittee may assign or transfer its rights under this Permit, or the persons or entities controlling Permittee may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Permittee's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Permittee shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Date of Issuance until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Permittee must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Permittee's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Permittee shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Permittee may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

**12.1.1 If to Municipality: City of Plymouth, City Manager, 201 S. Main St.,
Plymouth, MI. 48170-1688**

With a copy to:

**12.1.2 If to Permittee: Robert Meganck, Operations Director, SBC
Michigan C&E, 54 N. Mill St., Box 3, Pontiac, MI. 48342.**

With a copy to: **Peter Angelo, Area Engineer, 31100 Plymouth Rd, Rm. 301,
Livonia, MI. 48150.**

**12.2 Change of Address. Permittee and Municipality may change its address or
personnel for the receipt of notices at any time by giving notice thereof to the
other as set forth above.**

13 Other items

**13.1 No Cable, OVS. This Permit does not authorize Permittee to provide commercial
cable type services to the public, such as "cable service" or the services of an
"open video system operator" (as such terms are defined in the Federal
Communications Act of 1934 and implementing regulations, currently 47 U.S.C.
§§ 522 (6), 573 and 47 CFR § 76.1500).**

**13.2 Effectiveness. This Permit shall become effective when Permittee has provided
any insurance certificates and bonds required in Parts 6 and 8, and signed the
acknowledgement of receipt, below.**

**13.3 Authority. This Permit satisfies the requirement for a permit under Section 5 of
the METRO Act [MCL 484.3105].**

**13.4 Interpretation and Severability. The provisions of this Permit shall be liberally
construed to protect and preserve the peace, health, safety and welfare of the
public, and should any provision or section of this Permit be held
unconstitutional, invalid, overbroad or otherwise unenforceable, such
determination/holding shall not be construed as affecting the validity of any of the
remaining conditions of this Permit. If any provision in this Permit is found to be
partially overbroad, unenforceable, or invalid, Permittee and Municipality may
nevertheless enforce such provision to the extent permitted under applicable law.**

**13.5 Governing Law. This Permit shall be governed by the laws of the State of
Michigan.**

City of Plymouth
By: *Paul Sivcock*
Its: City Manager
Date: 7/20/04

Acknowledgement of Receipt: Permittee acknowledges receipt of this Permit granted by Municipality.

Michigan Bell Telephone Company, d/b/a/ SBC
Michigan.
By: *Robert Meganck*
Robert Meganck
Its: Operations Director Michigan C&E
Date: 8-2-04

Exhibit A

Public Right-of-Way to be used by Telecommunication Facilities

All existing facilities assumed in all Existing Rights of Way in the Municipality shown on the "SBC Route Maps for PA 48" CD-ROM disc dated October 2003 that was submitted with the Application, which is considered part of this Permit and Exhibit. Calculations of lineal footages used in determining maintenance fees for municipality are based on these Maps, with the assumption SBC Michigan occupies all rights of ways.

Municipality's acceptance of the described CD-ROM disc, which designates the Roads, Rights of Ways and Routes existing facilities follow by a single line, with road names identified, but not the actual location of Permittee's existing facilities within the Rights of Way, is not a waiver of, nor an acknowledgement that the CD-ROM satisfies the requirement in Section 2.3 of the Application to: "Attach route maps showing the location of Applicant's existing and proposed facilities in the public rights of way", or the statutory basis for the language under section 6(5) of the METRO Act. If it is later determined by the METRO Authority, Michigan Public Services Commission, or a court of competent jurisdiction, in a final order that is not challengable or appealable and binding on the Permittee: that the CD-ROM disc does not satisfy the requirements of Section 6(5) of the METRO Act, the Municipality reserves the right to require the Permittee to submit an amended Route Map that conforms to the requirements of, and within the timeframes set forth in the order or judgement.



AT&T Michigan
Angela Wesson
METRO Act Administrator
54 N. Mill Street
Mailbox #30
Pontiac, MI 48342

March 19, 2019

Plymouth City
201 S Main St
Plymouth, MI 48170

METRO ACT RIGHT OF WAY PERMIT EXTENSION

Dear Plymouth City,

This is a letter agreement which extends the existing METRO Act Permit issued by the Plymouth City/Wayne County to Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T") which expires on July 31, 2019. The extension is for a term to end on July 31, 2024.

If this is agreeable, please sign both copies of the extension letter agreement in the place provided below and return to AT&T Michigan at the address on this letterhead. Upon receipt AT&T will acknowledge and return one copy for your files.

Additional information regarding this renewal request may be found at <http://www.michigan.gov/mpsc>. Please click on Telecommunications, METRO Act/Right of Way, and AT&T 5 Year permit extension.

We would appreciate return of the signed copies within 30 days of receiving this request. Your cooperation is appreciated.

If you have any questions feel free to contact Ms. Angela Wesson via e-mail, AD3245@att.com or 248-456-0361.

Agreed to by and on behalf of the
Plymouth City

By: 
Signature Paul J. Sincovek

Its: CITY MANAGER

Date: 8-5-19

**Michigan Bell Telephone Company d/b/a
AT&T** acknowledges receipt of this
Permit Extension granted by the municipality.

By: _____
Angela Wesson

Its: METRO Act Administrator

Date: _____



AT&T Michigan
Susan Sampier
METRO Act Administrator
54 N. Mill Street
Mailbox #30
Pontiac, MI 48342

May 1, 2014

Ms. Linda Langmesser, Clerk
City of Plymouth
201 S. Main St
Plymouth, MI 48170

METRO ACT RIGHT OF WAY PERMIT EXTENSION

Dear Ms. Langmesser,

This is a letter agreement which extends the existing METRO Act Permit issued by the City of Plymouth/Wayne County to Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T") which expires on July 31, 2014. The extension is for a term to end on July 31, 2019.


If this is agreeable, please sign both copies of the extension letter agreement in the place provided below and return to AT&T Michigan at the address on this letterhead. Upon receipt AT&T will acknowledge and return one copy for your files.

Additional information regarding this renewal request may be found at <http://www.michigan.gov/mpsc>. Please click on Telecommunications, METRO Act/Right of Way, and AT&T 5 Year permit extension.

We would appreciate return of the signed copies within 30 days of receiving this request. Your cooperation is appreciated.

If you have any questions feel free to contact Ms. Susan Sampier via e-mail, ss4792@att.com or 248.456.0361.


Agreed to by and on behalf of the
City of Plymouth

By: 
Signature

Its: City Clerk

Date: 5-6-2014

**Michigan Bell Telephone Company d/b/a
AT&T** acknowledges receipt of this
Permit Extension granted by the municipality.

By: 
Susan Sampier

Its: METRO Act Administrator

Date: 5-7-14



Lynn Cook Dutton
METRO Act Administrator
AT&T Michigan
23500 Northwestern Highway E219
Southfield, MI 48075

May 16, 2011

Ms. Linda Langmesser, Clerk
City of Plymouth
201 S. Main Street
Plymouth, Michigan 48170

METRO ACT RIGHT OF WAY PERMIT EXTENSION

Dear Ms. Langmesser,

This is a letter agreement which extends the existing METRO Act Permit issued by the City of Plymouth to Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T") which expires on July 31, 2011. The extension is for a term to end on July 31, 2014

If this is agreeable, please sign both copies of the extension letter agreement in the place provided below and return to AT&T Michigan at the address at the top of this document. Upon receipt AT&T will acknowledge and return one copy for your files.

Additional information regarding this renewal request may be found at <http://www.michigan.gov/mpsc>. Please click on Telecommunications, METRO Act/Right of Way, and AT&T 3 Year permit extension.

We would appreciate return of the signed copies within 30 days of receiving this request. Your cooperation is appreciated.

If you have any questions feel free to contact Ms. Lynn Dutton via e-mail, LD1432@att.com or 248.424.0124.

Agreed to by and on behalf of the
City of Plymouth

By: [Signature]

Its: City Manager

Date: 6-21-11

Approved By City
Commissioner [Signature] 6-20-11

Michigan Bell Telephone Company d/b/a
AT&T acknowledges receipt of this
Permit Extension granted by the municipality.

By: [Signature]

Lynn Cook Dutton

Its: METRO Act Administrator

Date: June 22, 2011



Judy K. Klimek
METRO Act Administrator
54 N. Mill Street, Box 30
Pontiac, MI 48342
(248) 456-0855

May 15, 2009

Ms. Linda Langmesser, Clerk
City of Plymouth
201 S. Main Street
Plymouth, MI 48170

METRO ACT RIGHT OF WAY PERMIT EXTENSION

Dear Ms. Langmesser,

This is a letter agreement which extends the existing METRO Act Permit issued by the City of Plymouth to Michigan Bell Telephone Company formerly d/b/a SBC Michigan, now d/b/a AT&T Michigan ("AT&T") which expires on July 20, 2009. The extension is for a term to end on July 31, 2011.

If this is agreeable, please sign both copies of the extension letter agreement in the place provided below and return to AT&T Michigan at the above listed address. Upon receipt AT&T will acknowledge and return one copy for your files.

Additional information regarding this renewal request may be found at <http://www.michigan.gov/mpsc>. Please click on Telecommunications, Metro Act-Right of Way, and AT&T Michigan 2 Year Permit Extension.

We would appreciate return of the signed copies within 30 days of receiving this request. Your cooperation is appreciated.

If you have any questions feel free to contact Judy Klimek at 248.456.0855.

Agreed to by and on behalf of
City of Plymouth

By: Linda Langmesser
Its: City Clerk
Date: 6-1-2009

Michigan Bell Telephone d/b/a
AT&T acknowledges receipt of
this Permit Extension granted by
the municipality.

By: Judy K Klimek
Its: METRO Act Administrator
Date: 6-4-09

RESOLUTION

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

WHEREAS ATT&T Michigan has applied for a five-year extension of their METRO ACT Permit,
and

WHEREAS The City Attorney has determined that the request is complete.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby
authorize a five-year extension under the terms of the METRO ACT in accordance with State Law.
The City Manager is hereby authorized to sign the permit extension agreement on behalf of the City
of Plymouth.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: *S:\Manager\Sincock Files\Memorandum - Public Hearing & Adoption of the 2024 - 25 Budget - 06-03-24.docx*
Date: May 28, 2024
RE: Public Hearing & Adoption of the 2024 - 25 Budget

Background

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

In addition, separate units of Government such as the Downtown Development Authority and the Brownfield Redevelopment Authority have their Fiscal 24 - 25 Budgets documents included in the City's overall Budget. It should be noted that both the DDA and the Brownfield Redevelopment Authority have their own tax revenues and under relatively new state law the City Commission has financial control over the DDA Budget, and the City Commission adopts a budget for the DDA and incorporates it into the overall City budget. The Brownfield Board is still fully an independent Board, but the City Commission incorporates their approved budget into the City's overall budget document for ease and informational purposes.

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

- Slight decrease in overall millage rate from 14.8910 to 14.0799 mills
- Slight decrease in General City Operating Millage Rate of .0311 mills
- Slight decrease in Bond Debt Millage of .7800 mills
- Total tax rate for the City has been reduced in 8 of the last 10 years.
- Maintains current city service levels.
- All operating funds are balanced though Community Development, Recreation & Senior Transportation will receive operating subsidies from General Fund

The new budget will require that we continually monitor our revenue sources, including those from the State of Michigan. We also must be vigilant related to the cost of the 35th District Court. The expenses for the three-judge system at the court has become a cost center as their volume of work has continued to be way below the level when a third Judge was added to the system. Also, since this is a "political year" in Plymouth Township we need to be concerned as we anticipate that they will be making political changes in their fire department and in particular the joint Dispatch Center that will increase dispatch staffing and expand duties, and ultimately affect our costs for Dispatch and lock up services.

Approximately 20 years ago we moved all our employees from the old government pension program to a 401K style retirement. We currently have no employees on the old-style government pension plan, known as defined benefit. All our current employees are on the 401K style retirement, but we still have significant costs for those who previously retired and are covered by the old defined benefit program and we are working to make extra payments towards those costs.

We have attached a memorandum from Finance Director John Scanlon which will provide additional background information on the budget adoption. We have also attached a copy of the City Manager's Budget Message that was included with the initial presentation of the budget and a copy of the "dollar bill" that shows where your tax dollars go and that the City of Plymouth only receives approximately .35 cents of every dollar that taxpayers provide to the city.

Recommendation

The City Administration recommends that the City Commission open a Public Hearing on the Budget and hear any additional citizen comments on the proposed budget. After consideration of the public comments, we would recommend that the City Commission adopt the attached proposed Resolution related to the 2024 - 25 Fiscal Year Budget, which includes projections for four additional Fiscal Years.

The budget has been reviewed by the City Commission through open public meetings. The proposed budget has been on the front page of the City's website since April. The official notice has been published in the Detroit Legal News, as required by State Law.

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



Functions of the City Budget

The City Budget has three primary functions:

1. Legal Function

The City budget serves as an authorization to spend through a series of appropriations. Section 8.7 of the City Charter states that "... no money shall be drawn from the treasury of the City nor shall any obligation for the expenditure of money be incurred for payment ... except pursuant to an appropriation therefore."

2. Political Function

The City Budget is a mechanism for allocating scarce resources, operating on a basis different from a free-market system. Unlike in a free market, where taxpayers individually choose and purchase services, public services are provided to individuals regardless of their ability or willingness to pay. Therefore, decisions about the amount of public funds raised and how they are spent are primarily political rather than economic. This is evident in the fact that the budget adoption process is overseen by an elected body and involves a public hearing.

3. Management Function

The City Budget is adopted with sufficient detail to define a set of expectations and objectives. It outlines the quantity and quality of each City service (for example, residential refuse collection is budgeted on the basis that it will be weekly rather than on another schedule). An amount of money is appropriate, which is understood to be enough to provide the expected service, based on historical costs, inflation projections, and evolving customer needs. The service and related budget are then monitored to ensure that the service is provided as expected and that the rate of expenditure is such that the appropriation will be sufficient to provide the service at the expected level for the entire fiscal year.



City Manager's Budget Message

The financial state of the City remains stable, and we are maintaining a solid General Fund Balance. We currently have an upgraded Standard and Poor's Bond Rating of AA+ with a stable outlook. The City Charter requires that the administration deliver a balanced budget to the City Commission. At the same time, we need to acknowledge that we will likely see changes in a number of revenue and expenditure sources that are being impacted by high inflation, limits on revenue generation, staffing challenges and continued supply chain issues that are because of the COVID-19 Pandemic. While the supply chain issues have gotten a little better over the past year, we still have multiple items affecting our operations and some economists are predicting some type of recession over the next eight to twelve months.

Headlee Amendment and Proposal A will continue to impact our revenue sources now and into the future. This year we are limited to a 5% growth in revenues rate, despite inflation operating at a much higher rate. As a result, homeowners will see an increase in their tax bills, despite a lower City General Fund operating tax rate. In addition, we will be reducing the millage rates for debt as our bond issues will not require as much millage support to pay them. **This will mean that eight of the last ten years in a row, the city has reduced the millage rates charged to the property owners.** There is still seems to be no real desire in Lansing to fix the broken municipal financial model with Proposal A and the Headlee. amendment.

One issue that has already been and will be significant in the new fiscal year, is elections and the election process. The costs of providing safe, secure elections have skyrocketed and since the new requirements for additional in person voting time, absentee ballots, election security issues are all new requirements of the State of Michigan and they should all be reimbursed to the city, under the terms of the Headlee Amendment. It remains to be seen if the state will find a way to "wriggle out" of their responsibilities under Headlee. We are still waiting for reimbursements for the February election. We anticipate that the November election will be an "all hands-on deck" event over multiple days for city staff in all departments.

The Pandemic provided us a number of unique opportunities to show that local government can adapt and overcome "on-the-fly." Some of those changes have remained in place, such as the Santa arrival at neighborhood parks and the Memorial Day Procession. The pandemic also taught us to continue to partner with both the private sector and our local service clubs to the benefit of the community. In short, the pandemic showed us that we are a **results-based organization, not a processed based organization.** We have the ability to adapt and overcome.

As usual, we anticipate that this budget will be subject to our normal quarterly changes as we progress during the fiscal year. We are continuing to look at alternative funding or grant resources where we can.

We are genuinely concerned about the 35th District Court as they will soon be a significant expense for the city, as they are continuing to operate at a deficit. The Court is independent of the city, and we do not control their operations. It should be noted that we predicted that there would be no need for a third judge and related staff in 2001 and 2002 and that the cost of adding a judge (in 2003) would lead to a situation where the court became a cost center for the city. In

Presented to City Commission 04/01/24

this budget and beyond, the cost of the court may have significant impact on local budgets as the court will merely present their budget deficit and put it on the shoulders of the five local units to fund. Further, the state is considering legislation to not allow courts to use fines to pay their expenses. There is also legislation to have the state take over the court system statewide.

We also must be aware that significant changes in the stock market will impact our legacy costs: When I wrote this message in April 2020, the Dow Jones Industrial Average was at 24,345. In March of 2022 the market closed at 35,228. Today, (03-28-24) the market is at 39,760 up over four hundred points at closing. We are hopeful that an increasing stock market will positively impact our MERS actuarial accounts for those former employees who are on the old defined benefit program. However, a downward trend or recession will decrease stock market values and increase our costs to fund the old Defined Benefit Programs. You will recall that the Defined Benefit program was eliminated 25 years ago as the city broke away from the old governmental model of doing business.

We have been frugal with expenses over time, and we have lived within our means despite challenges and additional regulations from the state and federal governments, along with the impacts of Covid and high inflation. One area that the City Commission has given priority to is upgrading our vehicle fleet, and we made several purchases during the last year. However, we still have significant needs in vehicle and equipment replacement. We must also be aware of rapidly increasing vehicle costs. In 2008, we purchased police vehicles for \$33,000, in 2022 the price had jumped to \$38,700 and now in 2024, we have vehicles on order for \$52,200 for the same type of vehicle we purchased in 2008. Escalating vehicle costs and how to update how we amortize those expenses has been a topic of the City Manager group (MME) in recent weeks. We will need to closely monitor the Equipment Fund to ensure that we are rebuilding the Fund for the future, as well as meeting current expenses.

We have limited capital purchases for a number of years, and we attempt to put as much as we can into selected projects. Our proposed budget has projects that have been delayed due to lack of funding.

We are a \$30-million-plus corporation, and we have a very lean organization. This has reduced our overhead costs, but it has also put greater stress on our employees as they do multiple jobs. We have made changes in our structure to make our community more desirable to come to work for and work at. In addition, we have had to respond to staffing challenges when any of our staff is off for extended periods of time due to medical or other issues. The City Commission has placed a priority on succession planning and that has helped to ease the overall balance of the organization.

While we are a lean organization, we work with a strong customer service philosophy, and we try to get to "yes." There are times when we cannot get to an agreement on a particular manner, but the staff does put extra time and effort to get to at least a partial "yes," when possible. However, even with limited staff we are still able to try new programs and we are provided the flexibility to handle customer service issues as they arise.

Again, in the proposed budget we have attempted as much as possible to maintain service levels and to address higher costs for vendor services and the former defined benefit retirement plan, while providing a safe, clean community that delivers on the vision of the strategic plan. The inflation rates impact our operations. Something as simple as the cost of gasoline has an impact on our ability to maintain our budget. We anticipate that we will continue to see increases in the

cost of supplies and contractual services as those contractors attempt to meet their higher expenses. Other utility costs for electric, natural gas or even water affects our operations and especially the General Fund. This will also affect our infrastructure program as contractors pass along higher expenses for fuel, employees, and supplies.

The City Commission and City leadership staff met on Thursday, January 11, 2024, with Dr. Lew Bender to create the new one-year tasks for the Five-Year Strategic Plan. The strategic plan provides the city administration with a guide map of our proposals and actions.

Our employees are committed to the City Commission's strategic plan and the path that was established by the City Commission. The Administrative team is engrained with the "Plymouth Culture" of government being a "team sport" in which everyone pitches in and shifts where and when needed. Again, this has been best seen during our response to when employees are out for extended periods for health or other reasons and during major activities, such as elections and events.

Despite our success at delivering a wide range of services, we all must be acutely aware that government cannot solve every individual issue or problem. Changing directions to respond to or developing specific ordinances to resolve a single issue will result in several unintended consequences in other areas. While the City Commission and the staff listen to those who may demand that we follow their specific directions, we must be aware that it is the City Commission that represents the citizens and businesses they are the ones who must decide what is in the best interest of the community and the city. Occasionally, this means we may not always obey those who have demanded an alternative method or process and while we try to get to "yes," that is not always possible.

The strategic plan requires us to continue to be a leader in intergovernmental partnerships, and we continue to look for additional partnerships in either the governmental or private sector. Our history has shown that we have found significant success with some partnerships, and we found no success with others. Our multiple partnerships with Huron Valley Ambulance are an excellent example of partnerships that have a proven track record of success. The Commission will recall that not only do we have an agreement to provide emergency medical services to the city, HVA also provides the city with a fully stocked and licensed ambulance for our use at no charge. In addition, the city leases our mechanic's garage to HVA, and they provide mechanic services to the city on an hourly basis.

The agreement with the City of Northville for fire service is now in the 12th year of operation under a long-term contract. Plymouth's efforts to continue to monitor and drive for improvement in their operations at the Plymouth Station were confirmed to be vital by the ICMA – Center for Public Safety Management (CPSM). The City Commission in partnership with the City of Northville, realizes the value of the outside review of Fire Operations and has once again turned to the ICMA Center for Public Safety Management to review current operations and to make recommendations for the future. The city recently received that report and we have placed it on our web site. As a result of the report, we anticipate additional costs of the operations, and we look forward to the quick implementation of many of the recommendations of the CPSM staff.

Plymouth is a very service-based community and partnerships with community groups such as the Rotary, Kiwanis and Lions clubs provide a wide range of services to the city. For example, during the height of the pandemic Plymouth Rotary sponsored a promotion in cooperation with our DDA to infuse \$10,000 directly into our local businesses. These service groups are a vital and

key element to the overall quality of life, which again is highlighted in the Strategic plan, and which is why we routinely participate with these organizations as members and in leadership roles. Both the Lions club and the Rotary club have authorized matching grants worth hundreds of thousands of dollars to the city for improvements in our neighborhood parks.

We must continually invest in or cultivate our employees to have them ready to take over additional duties or to shift priorities as needs arise. The City Commission set as a part of their strategic plan that Employee training and development is critical to our ability to have staff that can handle a broad scope of work projects. At the same time, we need to recognize that our staff is a valuable commodity in this labor market, and we often find that they are being recruited by both the private and public sector. However, the current family or collegial atmosphere of our administrative team makes Plymouth a very desirable place to work. In addition, we have a well-known reputation for having a strong work culture and work environment.

The Recreation Department has finally got some much-needed help as we hired a backup person to Steve Anderson and we have seen the expanded energy that Brandon puts into the operations. Steve has a wealth of knowledge of our sports programs and building operations. Having a backup to him is extremely critical. Having the ability to send staff to the Mparks and the NRPA conferences also makes us a desirable place to work. We also need to be aware of the negative impact of those people who are interested in creating an additional layer of bureaucracy in this department. The City Commission is the board that authorizes funding and policies for the Recreation Department. There is no need to create another layer for policy appeals, when the current program of having the lead city board, the City Commission adopt recreation policies that are in place and working for the betterment of the community and the city.

Our greatest challenge is that we have proven that we are able to cover and deliver a wide range of visible governmental services with a limited staff and limited delivery failures. Our success makes it very difficult for people to understand the stresses placed on our operations and why, when priorities get shifted, some projects are eliminated or fall behind if the project cannot keep pace with the flow of work and priorities. Again, we are a results-based organization, not a process-based organization which is why when a project gets bogged down with process, we tend to move resources to other priorities that deliver visible results quickly. The effects of Proposal A and the Headlee Amendment, along with high inflation rates will continue to challenge us as we maintain our efforts to reduce tax rates while delivering high quality services.

I would like to commend Finance Director John Scanlon, who is our team leader in developing this budget. John and his staff have produced award-winning budgets, and our incredible group of department heads has worked together to meet the goal of maintaining services. Our budget is more than just a small group of numbers. Our budget is award-winning, because we have an extensive amount of detail within the document in an effort to be fully transparent.

We need to be extremely aware of the actions of the various boards and commissions making it clear that meetings are arranged and led by staff, as they are the people responsible for compliance with various rules, regulations and policy set by the City Commission. Appointed boards and commissions need to be fully aware of, and in compliance with, the City Commission's strategic plan, as the other boards and commissions are subservient to the City Commission.

There are other "outside" influences on our operations. In particular, the status of the Plymouth Canton Community Schools as they continue to use school of choice to fill vacant seats. The loss

of students to private or charter schools may affect the overall quality and test scores for the district. Having a high-quality school district is vital to maintaining property values in the City. Another outside influence would be the Plymouth District Library and they will most likely be looking at some type of millage increase in the next year or so. The library is another vital service to the community that is not under our control but impacts on our overall quality of life.

Annually, I make a comment to the City Commission in this message on weather. We need to be aware of the additional expenses that can hit us if multiple polar vortexes and/or significant snow events or spring wind or even if tornado-like weather strikes our community. This affects us in many ways, from the cost of snow removal to the additional costs of utilities, tree removal, brush chipping, removing and stockpiling snow, higher maintenance costs on equipment, the need for additional supplies, and so on. We also staff the fire station during periods of extreme cold and other significant weather events as a precautionary measure. We have had few years in a row of relatively "light" winters, and we are hopeful that we can be in a weather pattern, without extremes of snow, cold, ice or wind for the next several years, because our budget is built on "normal" weather patterns.

Streets and maintenance of streets are a statewide issue, and it is no different here in Plymouth. Our residents have passed a road bond package which shows that streets are a huge factor in the Quality-of-Life for our residents. In this budget, we will continue to move forward with our infrastructure plan, but we will need to be aware of the anticipated escalating costs for labor, supplies and financing for 2024 and beyond.

Our Finance Director John Scanlon, along with our Department Heads and I, will attempt to answer any questions the Commission may have related to the budget document. We have scheduled dates, if needed, for multiple Budget Study Sessions, but it is entirely up to the City Commission to determine how many sessions we will need. We strongly recommend that Commissioners come in and talk with John Scanlon and/or myself to answer any questions that they may have related to the document and how we put this together.

As always, the budget should be treated as a fluid document that will change as the year progresses. There are multitudes of internal and external factors which will affect the budget during the year. We must be constantly aware of the stresses that weather, government regulations, emergencies, elections, inflation, changes in procedures or equipment, and changes in staffing will have on the budget.

The staff is committed to working cooperatively with the City Commission to deliver on their strategic plan and ensure the quality of life for our citizens. We will continue to deliver public services, which can be best delivered by local government with modern and cost-effective methods. We remain committed to the various elements of the City Commission's strategic plan as we proceed into the new fiscal year.

We thank the City Commission for their support of the staff during the budget process and we appreciate the effort the Commission will make in reviewing this document. The administration is ready to work jointly with the City Commission to bring this budget forward to adoption.

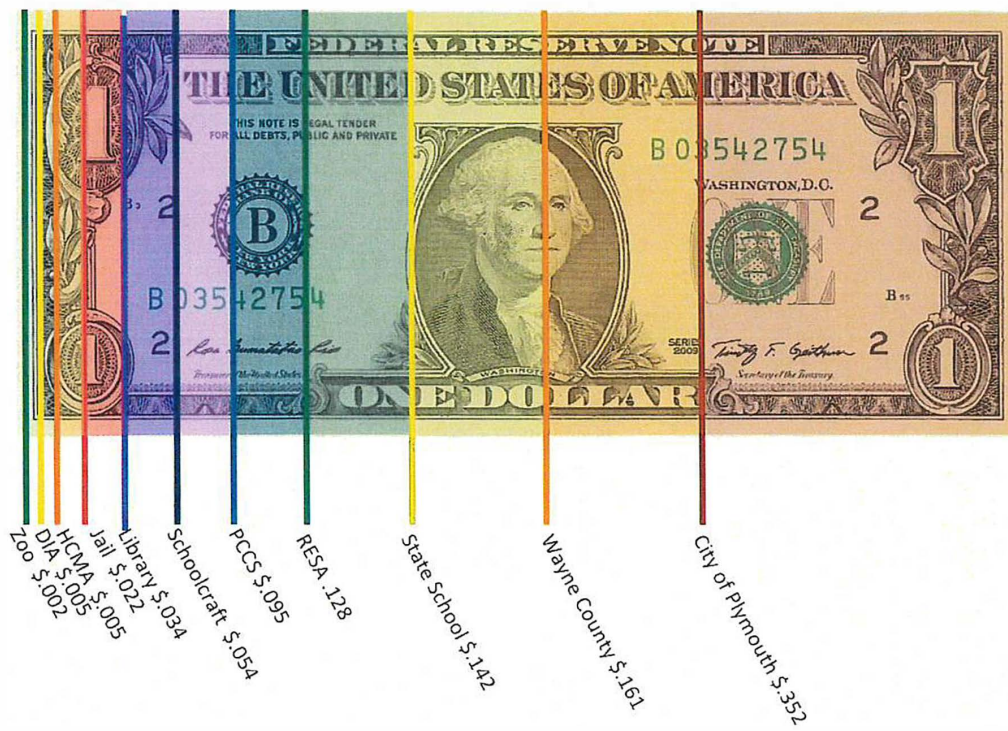
As always, should any member of the City Commission have questions, we would strongly encourage them to contact our financial team in advance of the meeting to assist in answering any questions.

Respectfully submitted,

Paul J. Sincock
City Manager

Presented to City Commission 04/01/24

WHERE DOES YOUR TAX DOLLAR GO?





CITY OF PLYMOUTH

www.plymouthmi.gov

201 S. Main
Plymouth, Michigan 48170-1637

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

MEMORANDUM

Date: May 29, 2024
To: Paul Sincock, City Manager
From: John Scanlon, Finance Director
Subject: Budget Hearing

Issue: Resolution of Adoption – 2024-25 Proposed City Budget

Analysis: The budget reflects the decisions approved by the City Commission during their meeting on April 8, 2024, and includes adjustments based on more reliable data received from various sources since then. As presented for the June 3, 2024, hearing, the proposed budget includes a decrease in the total millage rate of 0.8111 mills, reducing it from 14.8910 mills to 14.0799 mills. This reduction comprises a decrease in the general operating millage of 0.0311 mills, a decrease in the GO bond debt retirement millage of 0.7800 mills, with no change in the solid waste and recycling millage rate. The resolution also formalizes the adoption of a 1% property tax administration fee, which the City Commission originally approved by a 5-2 vote during the City budget session held on April 25, 2016.

All the major operating funds of the City are balanced although the Recreation Fund and Neighborhood Services Fund will receive operating subsidies from the General Fund for the 2024-25 fiscal year. It should be noted that no future deficits are currently indicated over the four future years of budget projections.

The proposed 2024-25 City budget includes capital expenditures of \$2,943,750 in the General Fund, \$870,050 in the Water & Sewer Capital Improvement funds primarily for utility replacements, \$805,000 for road reconstruction improvements from the 2024 GO Bond Construction Fund, \$10,000 from the Waste and Recycling Fund, \$12,510 from Police Forfeiture Funds, and \$392,210 for acquisitions and replacements in the Equipment Fund.

The proposed General Fund budget for the new fiscal year is \$13,649,640, an increase of \$2,092,870 over the prior year. This is due to an increase in capital expenditures and includes a fund balance appropriation of \$2,615,847.

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

THE CITY OF HOMES

twitter.com/PlymouthMIgov

facebook.com/CityofPlymouthMI

Attached is the budget adoption resolution for the 2024-25 City budget and the notice which appeared in the paper on May 16, 2024. It is recommended that the City Commission pass the attached **Resolution of Adoption** for the 2024-25 City Budget and associated millage rates for the fiscal year beginning July 1, 2024.

Requested Action: Approve 2024-25 Budget Resolution

Attachment(s): Budget Resolution

RESOLUTION

2024-2025 CITY BUDGET HEARING

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

WHEREAS, the 2024-2025 City Budget was presented to the City Commission by the City Manager on April 1, 2024, and was reviewed by the City Commission with the Administration during a budget study session held on April 8, 2024; and

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

WHEREAS, a public hearing was held on June 3, 2024, as required by the City Charter and Act 43 P.A. 1963, as amended; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Plymouth does hereby set the City's 2024 millage levy as follows:

General Fund Operating: 10.3099
2012/2020 GO & Refunding Bond Debt: 1.9500
Solid Waste & Recycling Operating: 1.8200

GRAND TOTAL LEVY 14.0799

BE IT FURTHER RESOLVED, that the 2024-25 City Budget is hereby adopted by the City Commission as presented at the June 3, 2025 Regular City Commission meeting as follows:

Revenues		Expenditures	
GENERAL FUND			
Property taxes	\$ 7,507,900	Administration	\$ 2,629,534
Licenses & Permits	3,700	Buildings & Grounds	257,825
Federal Grants	200,000	Police Department	4,803,151
State-shared Revenue	1,521,636	Fire Department	1,160,515
Sales of Service	962,637	Public Works Dept	1,014,325
Cemetery Revenue	157,500	Recreation & Culture	422,670
Parking Revenue	65,200	Capital Outlay	2,943,750

Other Revenue	650,540	Debt Service	31,265
Transfers-In	2,580,527	Transfers-Out	386,605
REVENUE TOTAL	\$ 13,649,640	EXPENDITURE TOTAL	\$ 13,649,640

MAJOR STREET FUND

Gas & Weight Tax	\$ 830,287		
Contrib & Other	17,734		
REVENUE TOTAL	\$ 848,021	EXPENDITURE TOTAL	\$ 848,021

LOCAL STREET FUND

Gas & Weight Tax	\$ 276,762		
Contrib & Other	439,187		
REVENUE TOTAL	\$ 715,949	EXPENDITURE TOTAL	\$ 715,949

RECREATION FUND

Contrib. From G/F	\$ 313,595		
Prog. Fees & Other	1,008,245		
REVENUE TOTAL	\$ 1,321,840	EXPENDITURE TOTAL	\$ 1,321,840

WASTE & RECYCLING FUND

Property Taxes	\$ 1,251,400		
Sales of Service & Other	621,798		
REVENUE TOTAL	\$ 1,873,198	EXPENDITURE TOTAL	\$ 1,873,198

	Revenues	Expenditures
OTHER CITY FUNDS		

Budget Stabilization Fund	\$ 50	\$ 50
Cemetery Trust Fund	\$ 25,000	\$ 25,000
Parking Fund	\$ 180,010	\$ 180,010
Brownfield Site Remediation Fund	\$ 50	\$ 50
Brownfield Re-Development Authority Fund	\$ 597,170	\$ 597,170
DDA Operating Fund	\$ 1,338,450	\$ 1,338,450
Building Fund	\$ 729,210	\$ 729,210
Neighborhood Services Fund	\$ 89,050	\$ 89,050
Drug Law Enforcement Fund	\$ 1,310	\$ 1,310
OWI Forfeiture Fund	\$ 6,100	\$ 6,100
Omnibus Forfeiture Fund	\$ 5,100	\$ 5,100
2015 LTGO Cap Imp Bond Debt Fund - DDA	\$ 209,360	\$ 209,360
2015 LTGO Cap Imp Bond Debt Fund - W/S	\$ 224,740	\$ 224,740
2020 GO Debt Fund	\$ 766,488	\$ 766,488
2024 GO Debt Fund	\$ 655,702	\$ 655,702
Recreation Capital Improvement Fund	\$ 25,941	\$ 25,941

Public Improvement Fund	\$	990,050	\$	990,050
2024 GO Bond Construction Fund	\$	805,000	\$	805,000
DDA Capital Improvement Fund	\$	100,050	\$	100,050
Water / Sewer Capital Improvement Fund	\$	870,050	\$	870,050
Water / Sewer Operating & Maintenance Fund		5,453,525		5,453,525
Equipment Fund	\$	1,106,698	\$	1,106,698

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



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Public Hearing - Pulte Mill Street Towns Brownfield Plan 05-06-19.docx
Date: May 31, 2024
RE: Public Hearing Mill Street Towns Brownfield Plan Phase II

Background

The City Commission is aware that we have been working on expanding the Pulte Mill Street Towns site into Phase II, which is the northern five (5) acres of the property. This would require an amendment to the Brownfield Plans and we are now at the final stages of approvals. This will be a two-part approval process. We will need to open a Public Hearing to hear any comments related to the amended Brownfield Plan. This is not related to the site plan, only the Brownfield Plan and not the design of the housing units or anything related to how the site will look when completed. This only relates to the environmental clean-up of the site.

We have attached an abbreviated copy (*to save paper*) of the environmental clean-up plan, which is estimated to cost a total of \$2,993,278.

It should be noted that a full copy of the Brownfield Plan is available in the Community Development Office at City Hall, and it will be included with the Meeting Minutes of this meeting. The plan has been reviewed by the City's Brownfield Attorney Charlie Dunn. We have also published the required Public Hearing Notice and provided notice to all other taxing agencies. There is also a memorandum from John Buzuvis and John Scanlon which provides additional background on this matter.

Recommendation

The City Administration recommends that the City Commission open a Public Hearing on the Mill Street Towns Amended Brownfield Plan to allow public comment on the environmental clean up plans for the site. Site designs, housing unit designs, and other design site elements should not be considered at this part of the approval process. We have already approved all site design elements for this project.

After the City Commission opens and hears any public comment on the Mill Street Towns Brownfield Plan, they can close the Public Hearing and take action. The City Administration recommends that the City Commission adopt the plan as presented. The Attorney representing the city in this matter. He has reviewed all the documents. Further, the Economic Development Brownfield Redevelopment Board has passed this action as well.

We have attached a proposed Resolution for the City Commission to consider after they have held the Public Hearing. If the City Commission approves the plan as presented.

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



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 Scanlon, Finance Director *AS*

John Buzuvis, Economic Development Director *JB*

CC: S:\City\Brownfield Redevelopment Authority\100 S. Mill St.- Pulte\May 2024 BRA Meeting

Date: May 29, 2024

RE: Public Hearing Pulte Phase II Brownfield Plan Amendment

Background: As you are aware Pulte Homes of Michigan successfully developed the southern ten (10) acres of the former Bathey Manufacturing property, located on S. Mill Street, into 76 attached single-family townhomes. Based on the success of that project, now referred to as Phase I, Pulte has received Planned Unit Development approval from the Planning Commission and City Commission for the development of the five (5) acres north of the Phase I project into an additional 29 attached single-family townhomes referred to as Phase II. When completed there will be 105 total attached single-family townhomes.

As part of the initial phase of the project (southern 10 acres) Pulte completed environmental due care, remediation, and mitigation as approved in the original Brownfield Plan for that property which was approved in April 2019. As part of the second phase of the project, Pulte has proposed to complete similar work to address the environmental issues on the phase II project site. Pulte, and their consultant, PM Environmental, received approval from the City of Plymouth Economic Development and Brownfield Redevelopment Board on May 23, 2024, for the proposed plan amendment.

The proposed amended plan supersedes the original plan and adds the additional five-acre parcel for the construction of the townhomes. The original plan, as approved, was not to exceed \$2,088,639. The proposed amended plan requests an additional \$794,639 for an amended amount not to exceed \$2,993,278.

The city's Brownfield Counsel, Charles Dunn, has reviewed the original plan and the proposed amendment and recommended the Brownfield Board approve the proposed amendment at their May 23, 2024, meeting. The draft meeting minutes from that meeting are enclosed for your review.

The next step in the review/approval process is for the City Commission to hold a Public Hearing to take comment on the proposed plan amendment prior to the City Commission acting on the item. Attached for your review is a summary of the proposed amended plan. The entire 65-page plan and all appendices are available for review at your request.

RECOMMENDATION:

The administration recommends that the City Commission hold the public hearing to take comment on the proposed amendment to the Brownfield Plan to include both Phase I and Phase II of the Pulte property located at 100 S. Mill St. The administration further recommends that the City Commission review and approve the Brownfield Plan as amended and approved by the Brownfield Redevelopment Authority board.

Please feel free to contact Greta or me prior to the meeting if you have any questions.



City of Plymouth
Brownfield Redevelopment Authority
Meeting Minutes
May 23, 2024 – 9:00 a.m.

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

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

1. CALL TO ORDER

- a. Chair Colleen Pobur called the meeting to order at 9:07 a.m.

Present: Chair Pobur, Members Steve Anderson, Alan Deal, Josh Rimatzki, Paul Sincock
Excused: Members Nancy Anderson and Greg Donofrio

Also present: Economic Development Director John Buzuvis and (via Zoom) Finance Director John Scanlon

2. CITIZENS COMMENTS

There were no citizen comments.

3. APPROVAL OF THE MEETING MINUTES

Sincock offered a motion, seconded by S. Anderson, to approve the minutes of the of the June 29, 2023 meeting.

MOTION PASSED

4. APPROVAL OF THE AGENDA

Sincock offered a motion, seconded by Rimatzki, to approve the agenda for May 23, 2024.

MOTION PASSED

5. BOARD MEMBER COMMENTS

There were no board member comments.

6. OLD BUSINESS

There was no old business.

7. NEW BUSINESS

- a. Proposed 2023-24 Brownfield Budget Amendments

The following motion was offered by Sincock and seconded by Deal

WHEREAS Actual patterns of departmental expenditures occur differently than originally projected in the 2023-24 Brownfield Redevelopment Authority Budget as adopted in June of 2023; and

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

WHEREAS The Brownfield Redevelopment Authority budget amendments require the approval of the Brownfield Redevelopment Authority and the City Commission.

NOW, THEREFORE, BE IT RESOLVED that the 2023-24 Brownfield Redevelopment Authority budget is hereby amended as indicated in the detailed line-item Budget Adjustment Summary through March 31, 2024, which is made a part of this resolution.

BE IT FURTHER RESOLVED that the City Finance Director is authorized to change the budgetary appropriations as necessary in accordance with this resolution effective May 23, 2024.

BUDGET ADJUSTMENT SUMMARY
FOURTH QUARTER - FY 23-24

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: #242							
Federal/State Grants	-	-	-	-	-	-	-
Contrib. & Other	50	-	-	-	-	-	50
Appropriation of Surplus	-	-	-	-	-	-	-
TOTAL REVENUES	50						50
BROWNFIELD SITE REM FUND REV: #242							
Capital Improvements	-	-	-	-	-	-	-
Miscellaneous	50	-	-	-	-	-	50
Contingency	-	-	-	-	-	-	-
TOTAL EXPENDITURES	50						50

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: #243							
Property Taxes	572,440	-	-	-	-	-	572,440
Contrib. & Other	210	-	-	-	10,000	10,000	10,210
Appropriation of Surplus	-	-	-	-	-	-	-
TOTAL REVENUES	572,650				10,000	10,000	582,650
BROWNFIELD OPER FUND EXP: #243							
Administration	57,240	-	-	-	-	-	57,240
Site Remediation	515,200	-	-	-	-	-	515,200
Contrib. & Other	-	-	-	-	-	-	-
Contingency	210	-	-	-	-	-	210
TOTAL EXPENDITURES	572,650						572,650

MOTION PASSED UNANIMOUSLY

b. Proposed 2023-24 Brownfield Budget

The following motion was offered by S. Anderson and seconded by Deal.

WHEREAS The 2024-25 Brownfield Redevelopment Authority Budget was presented to the City Commission by the City Manager on April 1, 2024; and

WHEREAS Public Act 381 of 1996 requires the Brownfield Redevelopment Authority to adopt a budget annually and forward their approved budget to the City Commission for final adoption; and

WHEREAS The Board of the Brownfield Redevelopment Authority did review the proposed budget on May 23, 2024 and noted changes, if any;

NOW THEREFORE, BE IT RESOLVED that the Board of the Brownfield Redevelopment Authority of the City of Plymouth hereby adopts the proposed fiscal year 2024-25 budget as proposed, with amendments if any, as shown in the enclosed attachment.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Board of the Brownfield Redevelopment Authority hereby directs the City Manager to submit the proposed budget to the City Commission for inclusion in the overall city budget.

MOTION PASSED UNANIMOUSLY

- c. **Pulte Phase One Brownfield Reimbursement**
City Brownfield Attorney Charles Dunn reviewed his document recommending approval of the Pulte Eligible Costs Reimbursement Request in a total amount of \$1,153,081.09.

S. Anderson offered a motion, seconded by Sincock, to approve the TIF reimbursement.

MOTION PASSED UNANIMOUSLY

- d. **100 S. Mill Street Pulte Brownfield Plan Amendment to Include Phase Two**
Dunn explained that the amended plan was similar to the original plan, approved by the BRA in 2019, and that the amendment was to include the second phase of the project. He recommended approval.

Townsend offered a motion, seconded by Anderson, to approve the amendment.

Pulte representative Chris Plumb and PM Environmental representative Adam Patton commented that they expected phase two to move quickly since they already know what needs to be done due to their experience with phase one.

There was a discussion about the benefits to the city, including a one-acre native pollinator garden and infrastructure improvements. The board asked for a groundbreaking ceremony.

MOTION PASSED UNANIMOUSLY

8. OTHER MATTERS

There were no other matters before the board.

9. ADJOURNMENT

A motion to adjourn was offered at 9:37 a.m. by Sincock and seconded by S. Anderson

MOTION PASSED UNANIMOUSLY

**CITY OF PLYMOUTH
BROWNFIELD REDEVELOPMENT AUTHORITY**

**BROWNFIELD PLAN
AMENDMENT #1**

**MILL STREET TOWNS
LOCATED AT 100 SOUTH MILL STREET
PLYMOUTH, MICHIGAN**

May 9, 2024

Original Brownfield Plan Approved by BRA: April 11, 2019
Original Brownfield Plan Approved by City Commission: May 6, 2019
Brownfield Plan Amendment #1 Approved:

Prepared on Behalf of:

Pulte Homes of Michigan, LLC
100 Bloomfield Hills Parkway, Suite 150
Bloomfield Hills, MI 48304
Contact Person: Mr. Chris Plumb
Telephone: (248) 908-5052
Email: chris.plumb@pulte.com

Prepared By:

PM Environmental, Inc.
4080 West Eleven Mile Road
Berkley, Michigan 48072
Contact Person: Jessica DeBone
Telephone: (616) 328-5297
Email: jess.debone@pmenv.com



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Appendix A Legal Description

Appendix B Eligible Property Location Map

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Appendix E Documentation of Eligibility

TABLES

Table 1 Eligible Activity Cost Schedule

Table 2 Tax Increment Revenue Capture Estimates

Table 3 Tax Increment Reimbursement Estimates

PROJECT SUMMARY

Project Name: Mill Street Towns Brownfield Plan Amendment #1

Applicant/Developer: Pulte Homes of Michigan, LLC

Project Location: The property is located at 100 South Mill Street in Township one south (T.1S), Range eight east (R.8E), Section 26, Plymouth, Wayne County Michigan 48170 (the "Property").

Type of Eligible Property: The property is determined to be a "Facility" under Part 201, as amended.

Eligible Activities: Work Plan Exempt Activities (Pre-Approved Activities), Department Specific Activities, Demolition, and Preparation of a Brownfield Plan and Act 381 Work Plan.

Developer Reimbursable Costs: The Original Brownfield Plan was approved in an amount not to exceed \$2,088,639 (including eligible activities, a 15% contingency, and simple interest of 3% on the outstanding balance of eligible costs as of December 31st). Amendment #1 includes a request for an additional \$794,639, for an updated not to exceed amount of \$2,883,278 (including eligible activities and 15% contingency, and simple interest of 3% on the outstanding balance of eligible costs as of December 31st).

Length of Developer Reimbursement: Estimated 8 Years from start of capture

Project Overview: This Brownfield Plan Amendment #1 supersedes the Original Brownfield Plan and adds an additional parcel to the Brownfield Plan for the construction of additional townhomes. The second phase (Phase 2) of this project includes construction of 29 additional townhomes. Phase 2 follows the completion of the first phase of construction (Phase 1) which included 76 (including 2 units currently being utilized as model units and ultimately sold) townhomes. A total of 105 townhomes will be developed under both Phase I and Phase 2 of the project.

Estimated Capital Investment: Approximately \$25 million for Phase I and \$10 million for Phase II (including Acquisition, Hard and Soft Costs)

Estimated Job Creation: It is estimated that 10 full-time equivalent (FTE) construction jobs will be created.

I. INTRODUCTION AND PURPOSE

To promote the revitalization of environmentally distressed, historic, functionally obsolete and blighted areas within the boundaries of Plymouth (“the City”), the City has established the Plymouth Brownfield Redevelopment Authority (PBRA) the “Authority” pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended (“Act 381”).

On April 11, 2019, the governing body (as defined by Act 381) approved a brownfield plan identified as the Brownfield Plan for the Mill Street Towns Project (the “Original Plan”) for the Property (as defined in Section II(A) herein). An additional parcel is to be added with this amendment, on which 29 additional townhomes will be constructed. This Phase 2 of development will incur additional costs for the overall project. In order to complete Phase 2 and account for the related increase in brownfield Eligible Activities, an amendment to the Original Plan is required.

The purpose of this Brownfield Plan (the “Plan”) is to amend, restate, and replace in its entirety the Original Plan, upon approval by the governing body. This Plan shall promote the redevelopment of and investment in the eligible “Brownfield” Property within the City and to facilitate reimbursement of eligible activities at the Brownfield. By facilitating redevelopment of the Brownfield, this Plan is intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the Authority.

This Plan is intended to apply to the eligible property identified in this Plan and, to identify and authorize the eligible activities to be reimbursed utilizing tax increment revenues. This Plan is intended to be a living document, which may be modified or amended in accordance with and as necessary to achieve the requirements and purposes of Act 381.

This Plan contains information required by Section 13(2) of Act 381, as amended. The applicable sections of Act 381 are noted throughout the Plan for reference purposes. All words or phrases not defined herein shall have the same meaning as such words and phrases included in Act 381.

I.a. Property Description

The Eligible Property approved within the Original Plan consisted of one (1) 10-acre legal parcel. This amended Plan adds one (1) legal parcel to the project. The property totals two (2) legal parcels and spans approximately 15.39 acres, with a street address of 100 South Mill Street, Plymouth, Wayne County, Michigan. The parcels and all tangible personal property located thereon will comprise the eligible property and is referred to herein as the “subject property.”

The subject property is located off the Main Street corridor, bounded by a strip mall to the north, residences to the east, light industrial properties to the south, and multi-family residential condominiums to the west. Individual parcel information is outlined below.

Property Address	Project Phase	Parcel ID Number	Approximate Acreage	Eligibility
100 South Mill Street (southern parcel)	Phase 1:	Portion of 006-09-0643-300	10 acres	Facility
100 South Mill Street (northern parcel)	Phase 2:	006-09-0643-301	5.39 acres	Facility

**Brownfield Plan Amendment #1 for the proposed Mill Street Towns
Located at 100 South Mill Street, Plymouth, Michigan
PM Project No. 01-8475-2-0007; February 9, 2024**

The southern parcel (Phase 1) is zoned Planned Unit Development (PUD) and is occupied by the previously approved and completed 76 townhomes. The northern vacant parcel, (Phase 2), is currently zoned I-2, Heavy Industrial and anticipated to be zoned PUD.

Standard and other historical sources documented that the first developed use of the subject property occurred prior to 1914 with a canning factoring in the northwestern. The canning factory was vacated in 1918 and demolished by 1927. Several dwellings were constructed by 1937 in the eastern and southeastern portions. The dwellings were demolished as the former manufacturing building was expanded in the 1960s. Several additions were made to the former manufacturing building through 1965, and renovations completed in 1969. The subject property was occupied by Bathey Manufacturing Co., a manufacturer of vertical blinds and cabinets, from at least 1950 until 2002, and the buildings were demolished between 2007 and 2010. Since then, the southern parcel has been developed with 74 townhomes and the northern parcel remains vacant.

The subject property's legal description is included in Appendix A. Property location maps are included in Appendix B.

I.b. Basis of Eligibility

The subject property is considered "Eligible Property" as defined by Act 381, Section 2 because it (a) was previously utilized for an industrial purpose; (b) is located within the City of Plymouth, a qualified local governmental unit under Act 381; (c) is determined to be a "Facility" as defined by Act 381.

Additional information regarding the subject property's eligibility is included within section II.h and documentation of eligibility is included within Appendix E.

I.c. Project Description

Pulte Homes of Michigan, LLC a development subsidiary of PulteGroup, or any affiliate, or such other developer as approved by the Authority, are collectively the project developer ("Developer").

Pulte Homes of Michigan, a subsidiary of PulteGroup, has operated in the Detroit market for more than 70 years and currently has approximately \$170 million invested in land, development, and new home construction across the Detroit and Ann Arbor markets. PulteGroup is 100% self-funded and will not require additional outside capital or lender participation.

The Original Brownfield Plan, approved by the PBRA in 2019 entailed the construction of 74 townhomes. The initial phase of construction, "Phase 1", is complete. This Brownfield Plan Amendment adds Phase 2 of development which calls for the construction of an additional 29 townhomes. New living spaces will model those from Phase 1, varying from four-unit to five-unit buildings with three and four bedrooms each. Each townhome will consist of approximately 1,600 to 2,000 square feet. The buildings will be designed with a transitional urban feel to assist in tying into the surrounding area, including porches facing the street and garage access on the back of the buildings.

The remainder of the subject property will consist of communal greenspace, walkways, parking, and areas for seating and bike parking. The development will provide a connection between Main

Street and downtown via a walking path and to Hines Park via a pedestrian crossing. Trees and landscaping will create a park-like setting throughout the development.

New construction under Phase 1 began in 2019. New construction of Phase 2 is anticipated to begin in the summer of 2024 and be completed by the end of 2025. By the end of Phase 2, Pulte Homes will have invested an estimated \$35 million in the development and created approximately 30 construction jobs.

Preliminary site plans and renderings are included in Appendix D.

II. GENERAL PROVISIONS

II.a. Description of Costs to be Paid for with Tax Increment Revenues (Section 13 (2)(a))

Tax Increment Financing revenues will be used to reimburse the costs of "Eligible Activities" (as defined by Section 2 of Act 381) as permitted under the Brownfield Redevelopment Financing Act that include:

- Work Plan Exempt Department Specific Activities
- Department Specific Activities
- Demolition
- Preparation and Implementation of a Brownfield Plan and/or Act 381 Work Plan

A 15% Contingency has also been calculated and included within this Brownfield Plan. Tax Increment Revenues are also projected to be captured for BRA administrative fees, and capture for the State Brownfield Fund (Section 13B(14)).

A summary of the eligible activities and the estimated cost of each eligible activity intended to be reimbursed with tax increment revenues captured from the subject property are shown in the attached Table 1.

The Eligible Activity cost estimates may increase or decrease depending on the nature and extent of unknown conditions encountered. If the total cost of eligible activities as described within this Plan is not exceeded, line-item categories and costs of eligible activities may differ from what is included within this Plan, to the extent the adjustments do not violate the terms of Act 381.

II.b. Brief Summary of the Eligible Activities that are Proposed (Section 13 (2)(b))

1. Pre-Approved Activities include a Phase I Site Assessment (ESA) and, Phase II ESA, Baseline Environmental Site Assessment (BEA), Documentation of Due Care Compliance, Due Care Plan – Contaminated Soil and Groundwater Management Plan, and Due Care Plan – Post Development, required as part of the pre-purchase due diligence conducted on the property.
2. Department Specific Activities include the design and installation of a vapor barrier system; contaminated soil transport and disposal associated with development activities; contaminated water management, treatment, and disposal; frac tank rental; cut-off walls for utilities; retention pond liner barriers; implementation of controls to prevent contact

- with contaminations through fencing; chemical-resistant gasketing for utilities; and, oversight/sampling/reporting by an environmental professional.
3. Demolition Activities includes building and site demolition.
 4. Preparation of the Brownfield Plan and Act 381 Work Plan (if applicable) and associated activities (e.g. meetings with BRA, review by City Attorney etc.).
 5. Implementation of the Brownfield Plan and Act 381 Work Plan (if applicable).
 6. A 15% contingency is established to address unanticipated environmental and/or other conditions that may be discovered through the implementation of site activities. This excludes the cost of Baseline Environmental Assessment Activities and preparation of the Brownfield Plan and Act 381 Work Plan.
 7. Simple interest of 3% up to the amount approved in the Original Plan.
 8. Costs for administrative fees.

II.c. Estimate of Captured Taxable Value and Tax Increment Revenues (Section 13 (2)(c))

The costs of eligible activities included in, and authorized by this Plan, will be reimbursed with incremental local and state tax revenues (as applicable) generated by the subject property and captured by the PBRA, subject to any limitations and conditions described in this Plan, and the terms of a Reimbursement Agreement between the Developer and the Authority (the "Reimbursement Agreement").

The initial ("base") taxable value of the subject property shall be determined by use of the 2019 tax year tax value, which is \$289,498. Beginning in 2024, the initial "base" value is increase to \$401,658 with the addition of the current taxable value for parcel 006-09-0643-301. Tax increment revenue capture began in 2020. The estimated taxable value of the completed development is \$22,964,244 full project completion by 2027. An annual increase in taxable value of 2.0% has been applied to account for future tax increments in this Plan. Table 2 details the estimated available tax increment revenues for each year of the Plan. The actual taxable value will be determined by the authorized assessor.

The PBRA will capture 10% of total tax increment revenues on an annual basis for administrative fees, which is estimated to be \$357,644.

A summary of the impact to taxing jurisdictions for the life of the Plan is summarized in Section II.h.

II.d. Method of Financing Plan Costs and Description of Advances by the Municipality (Section 13 (2)(d))

Eligible activities will be financed by Pulte Homes of Michigan, LLC. The Developer will be reimbursed for eligible costs as described in Section II.c and outlined in Table 1. Costs for Eligible Activities funded by Pulte Homes of Michigan, LLC will be repaid under the Michigan Brownfield Redevelopment Financing Program (Michigan Public Act 381, as amended) with incremental taxes generated by future development of the subject property.

**Brownfield Plan Amendment #1 for the proposed Mill Street Towns
 Located at 100 South Mill Street, Plymouth, Michigan
 PM Project No. 01-8475-2-0007; February 9, 2024**

No advances will be made by the PBRA for this project. All reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement.

II.e. Maximum Amount of Note or Bonded Indebtedness (Section 13 (2)(e))

No note or bonded indebtedness will be incurred by any local unit of government for this project.

II.f. Duration of the Brownfield Plan (Section 13 (2)(f))

In no event shall the duration of the Plan, exceed 35 years following the date of the resolution approving the Original Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (4) and (5) of Section 13 of Act 381 or 30 years. The subject property will become part of this Plan on the date this Plan is approved by the City of Plymouth City Council.

II.g. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions (Section 13 (2)(g))

A summary of the total amounts estimated to be generated and preserved for taxing units during the life of the Plan are outlined below.

Millage	Rate	Developer Reimbursement	Administrative Fee	Taxes Preserved for Taxing Unit	New Taxes Generated	Totals
State Education Tax (SET)	6.0000	\$0	\$0	\$0	\$777,779	\$777,779
School Operating Tax	18.0000	\$0	\$0	\$0	\$0	\$0
Subtotal	24.0000	\$0	\$0	\$0	\$777,779	\$777,779
						\$0
City Operating	10.8782	\$1,135,341	\$141,713	\$31,294	\$133,084	\$1,441,433
City Refuse	1.8200	\$189,951	\$23,710	\$5,236	\$22,266	\$241,157
Schoolcraft College	1.7662	\$184,336	\$23,009	\$5,081	\$21,608	\$234,033
County Operating	6.6380	\$692,798	\$86,475	\$19,096	\$81,210	\$879,579
Jail	0.9381	\$97,908	\$12,221	\$2,699	\$11,477	\$124,304
HCMA	0.2129	\$22,220	\$2,774	\$612	\$2,605	\$28,211
Parks	0.2459	\$25,664	\$3,203	\$707	\$3,008	\$32,583
Library	1.4615	\$152,535	\$19,039	\$4,204	\$17,880	\$193,658
RESA	3.4643	\$361,564	\$45,130	\$9,966	\$42,382	\$459,043
RESA Enhancement	0.0000	\$20,962	\$370	\$0	\$0	\$21,332
Subtotal	27.4251	\$2,883,278	\$357,644	\$78,896	\$335,520	\$3,655,338
Total Capturable Millages	51.4251	\$2,883,278	\$357,644	\$78,896	\$1,113,299	\$4,433,117
Non-Capturable Millages	Rate			Taxes Preserved for Taxing Unit		
School Debt	4.02530			\$11,580	\$521,799	\$533,379
City Debt	2.80080			\$8,057	\$363,067	\$371,124
Wayne County DIA	0.20000			\$575	\$25,926	\$26,501
Wayne County Zoo	0.10000			\$288	\$12,963	\$13,251
Total Non-Capturable Millages	7.1261			\$20,500	\$923,755	\$944,255

City of Plymouth
City Commission Public Hearing Notice
201 S. Main Street Plymouth, Michigan 48170
Website: www.plymouthmi.gov Phone: (734) 453-1234

A regular meeting of the City Commission will be held on Monday, June 3, 2024, at 7:00 P.M. located at City Hall and online via Zoom to consider adoption of a brownfield plan for the former industrial property located at 100 S. Mill (Parcel # 49 006 09 0643 301). The proposed brownfield plan as amended would allow Pulte of Michigan to be reimbursed for eligible costs incurred to prepare the brownfield property for redevelopment. Eligible costs may include environmental and/or site preparation costs.

Maps and a description of the brownfield plan are available for public inspection at City Hall and by following the following link:
<https://www.plymouthmi.gov/common/pages/DownloadFileByUrl.aspx?key=Chk84iJd%2bRbvONHlxDyRjT%2f82fe%2fMULhhmWgqZFQOORBATAO00rX%2by%2bgGvPfD6V4k1bjlilwVvogcgX8FhGO%2fUuiq1mY8Y2ztFCxhPRtVQeVubgHnMRMawErd6rccTGi98kbRaR9CImFTIPTciFZHkNWX%2brc11%2fcweu1sMDlQ4UZld6a5jTHQie2ZAODBABoHdcjFjDKRicWu4ufWWHpXofcQ22J%2bgkc07z8CXqn3xwX3z7YP8RuRtuJk%2ba5JbTUYUNnIA%3d%3d>. All aspects of the brownfield plan are open for discussion at the public hearing.

Meetings of the City of Plymouth are open to all without regard to race, sex, color, age, national origin, religion, height, weight, marital status, disability, or any other trait protected under applicable law. Any individual planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) should submit a request to the ADA Coordinator at 734-453-1234 ext. 234 at least two working days in advance of the meeting. The request may also be submitted via mail at 201 S. Main St. Plymouth, MI 48170, or email to clerk@plymouthmi.gov.

Resolution

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

WHEREAS The City of Plymouth Economic Development and Brownfield Redevelopment Authority have reviewed and approved a Brownfield Plan amendment to include Phase I and Phase II of the Pulte project located at 100 s. Mill St., and

WHEREAS The City Commission has posted and held a Public Hearing to take public comment on the proposed plan amendment, and

WHEREAS The City Attorney has reviewed and recommends approval of the enclosed amendment to the Brownfield Plan dated May 9, 2024, to supersede the previous plan approved April 11, 2019,

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby approve the enclosed amendment to the Brownfield Plan, dated May 9, 2024, to supersede the original Brownfield Plan approved by the City Commission on April 11, 2029



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 - Recreation Millage Question for November 2024 - 06-03-24.docx
Date: May 31, 2024
RE: Recreation Millage Charter Amendment

Background

In the 2022 – 26 City Commission Strategic Plan, the Plymouth City Commission prioritized improving existing and pursuing additional recreational and public green space opportunities and facilities. In an effort to address this priority, the City Commission placed on the November 2023 election a millage question to address those needs. The millage question was very narrowly defeated 51.2% to 48.8%.

Prior to the adoption of a new Recreation Master Plan in December of 2023, the City Commission engaged EPIC-MRA to conduct a survey of residents. The executive summary of the statistically valid survey stated, "There was near unanimity among respondents that recreation activities, special events, and parks enhance home values and provide an economic benefit to the community as a whole."

The Recreation Master Plan process also provided for two public hearings on the proposed new plan, which was adopted in December of 2023. In addition, the City Commission held an open strategic planning meeting on January 11, 2024, to set the new one-year tasks based on the 2022-26 Strategic Plan for the city. The City Commission adopted a one-year task of plan and strategize for potential recreational millage. That one-year task was formally adopted by the City Commission in another public meeting on February 5, 2024.

The City Commission also held a public Committee of the Whole meeting in February 2024 to help clarify a general consensus for the City Administration to follow as it related to the one-year recreation task. There was discussion related to the goals of the Recreation Master Plan and how that "fit into" the one-year task to strategize for a potential future recreation millage.

In early April 2024, the city held two public focus groups with professional facilitation at the Plymouth Cultural Center. The consultant's report indicated, "Support for a recreation millage appears to be strong as long as there is a well-structured plan in place, complete with detailed information about the projects to be funded, clear financial data, and a dedicated group advocating for the millage." The

consultant also noted it is “important to prioritize statistically valid survey results for a comprehensive view of community desires.”

Most recently, the City Commission held an open public engagement forum on May 22, 2024, where the City Commission presented on the current state of parks and recreation in the city and the needs of the department and provided answers to frequently asked questions. This session also provided an opportunity for written feedback via a QR Code at the end of the presentation. Following the session there was significant time for personal one-to-one discussion with the various members of the City Commission in a relaxed informal setting. The City Commission also indicated that this topic would be discussed at the June 3rd City Commission meeting.

The City Administration was asked to put together a proposal for the November 2024 ballot for a Recreation millage of 1.2 mills for a period of eight years, starting next year in July of 2025. It should be noted that the department needs are extensive, and this proposal would still need to be a “grant heavy program.” This means that the department would need to be constantly applying for grants and partnerships to bring in revenue beyond the millage rate. It is estimated that in the first year, 1.2 mills would raise approximately \$834,000 and over the eight-year proposal, an approximate total of \$7.2 million would be raised.

The millage money could be used as “seed money” to help bring larger scale projects into play. The availability of grants would affect the overall spending plan. For example, the department has already applied for grants for window replacements at the Plymouth Cultural Center. There may be a variety of other grant options available, if we had a dedicated revenue source to match the overall project costs.

It is important to note that before we do any installations of new play equipment at neighborhood parks, there would be a need for neighborhood meetings near the park to help plan for the specific needs at that park. Neighborhood and professional input/discussion is critical to the success of the park improvements in a neighborhood. This has been a practice that we have used over the years with much success.

We would suggest that there may be broad spending areas, which would be affected by a number of factors, such as grant awards, inflationary costs of equipment and supplies, labor costs, location, etc. We suggest the following plan for spending, using the Recreation Master Plan as a guide to address some of the needs of the department.

- Neighborhood Parks deferred maintenance and replacement of play equipment in accordance with the Recreation Master Plan with continued partnerships with park sponsors. **Approximately \$2,300,000**
- Plymouth Cultural Center – Replacement of roof with new energy efficient materials, replacement of the 1972 windows on the facility, with energy efficient models. Replacement of the 2002 propane Zamboni, with a fully electric model. **Approximately \$2,000,000.**

- Reactivation of Pointe Park in Old Village - Pedestrian access improvements and other site amenities with a potential play area. **Approximately \$500,000 to \$1,000,000.**
- Multi-sport turf field – in possible partnership with another governmental unit (*there are on-going discussions currently*), to include bathrooms, security, parking improvements, ADA access to the site. **Approximately \$1,400,000 - \$2,100,000**

Again, these are broad categories of potential spending, and each year the City Commission would need to specifically allocate project funding. This funding plan will not address all parks and recreation needs across the city, but this would provide us with a significant opportunity to seek grants to expand projects well beyond the available millage money. Again, we stress that the final spending plan would be subject to the actions of the City Commission over the life of the millage and will be affected by a number of factors, including pricing. This is really no different than our road projects as we are annually affected by the price of asphalt, concrete, interest rates, and labor and the Commission directs the budget on a year-to-year basis.

Recommendation

This is a specific one-year task of the City Commission, and in order to move forward, the Commission would need to pass a Resolution for a Charter Amendment for a Recreation Millage. We have attached a proposed Resolution that has been prepared by our attorney for the City Commission to consider regarding a potential Recreation Millage for the November ballot. The Commission will recall that should they pass a Resolution to place this on the ballot in November, this still has to be reviewed by both the Office of the Attorney General and the Governor's Office, prior to being authorized for the ballot.

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

**RESOLUTION PROPOSING CHARTER AMENDMENT FOR
PARKS AND RECREATION MILLAGE**

CITY OF PLYMOUTH
County of Wayne, State of Michigan

At the regular meeting of the City Commission of the City of Plymouth, County of Wayne, State of Michigan, held on _____, 2024, at 7:00 o'clock p.m. prevailing Eastern Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following resolution was offered by Member _____ and supported by Member _____:

WHEREAS, Section 8.5 of the City Charter of the City of Plymouth, Michigan (the "City") authorizes the City to levy up to 15 mills for municipal purposes; and

WHEREAS, the Home Rule Cities Act, Act 279 of the Public Acts of 1909, as amended ("Act 279") requires that the City Charter shall provide for the tax rate limitation of the City, which shall not exceed 2% (20 mills) of the taxable valuation of all real and personal property; and

WHEREAS, by operation of the Headlee Amendment to the Michigan Constitution and State law implementing the terms thereof, the City's effective City Charter tax rate limitation has been reduced from 15 mills to 10.3099 mills; and

WHEREAS, the City Commission desires to seek voter approval to amend the City Charter to authorize a parks and recreation millage of 1.2 mills, for eight (8) years, from 2025 through 2032, to acquire, construct, improve, furnish, operate and maintain parks and recreation facilities.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Proposed Amendment; Existing Provision. The City Commission by a three-fifths vote of its members-elect, pursuant to the authority granted by Act 279, proposes that Section 8.5 of the City Charter of the City shall be amended, to read as follows:

Section 8.5. - Adoption of Budget Tax Limit.

No later than the second regular meeting of the Commission in the month of June, the Commission shall, by resolution, adopt the budget for the next fiscal year and shall in such resolution make an appropriation of the money needed for municipal purposes during the ensuing fiscal year of the city and provide for a levy of the amount necessary to be raised by taxes upon real and personal property for Municipal Purposes, which levy shall not exceed one and one-half percent (15 mills) of the taxable valuation of all real and personal property in the city: Provided, that such levy may be increased from time to time for one-year periods by a majority of the electors of the city voting at the election at which the proposition to do so shall be so submitted, but such increase shall be limited to an amount which will not cause the total levy under authority of this section to exceed two percent of the assessed value of the real and personal property in the city for the year in which such increase shall be authorized, subject to the provisions of state law relative to the assessment and levy of taxes for the payment of the principal of, or the interest on, bonds or other evidence of indebtedness issued by the city. In addition, the city may levy an amount not to exceed one and two-tenths thousandths (1.2 mills) of the taxable value of all real and personal property in the city, for eight (8) years, beginning in 2025 and through 2032, to acquire, construct, improve, furnish, operate and maintain parks and recreation facilities.

The existing Section 8.5 of the City Charter of the City of Plymouth to be altered by such proposal, if adopted, now reads as follows:

Section 8.5. - Adoption of Budget Tax Limit.

No later than the second regular meeting of the Commission in the month of June, the Commission shall, by resolution, adopt the budget for the next fiscal year and shall in such resolution make an appropriation of the money needed for municipal purposes during the ensuing fiscal year of the city and provide for a levy of the amount necessary to be raised by taxes upon real and personal property for Municipal Purposes, which levy shall not exceed one and one-half percent (15 mills) of the taxable valuation of all real and personal property in the city: Provided, that such levy may be increased from time to time for one-year periods by a majority of the electors of the city voting at the election at which the proposition to do so shall be so submitted, but such increase shall be limited to an amount which will not cause the total levy under authority of this section to exceed two percent of the assessed value of the real and personal property in the city for the year in which such increase shall be authorized, subject to the provisions of state law relative to the assessment and levy of taxes for the payment of the principal of, or the interest on, bonds or other evidence of indebtedness issued by the city.

2. Form of Ballot Proposal. The proposed amendment to Section 8.5 shall be submitted to the electors in the following form:

**PLYMOUTH CITY CHARTER AMENDMENT
FOR PARKS AND RECREATION MILLAGE**

Shall Section 8.5 of the Charter of the City of Plymouth, Wayne County, Michigan, be amended to permit the levy by the City of a new additional ad valorem property tax in an amount not to exceed one and two-tenths (1.2) mills, for eight (8) years, from 2025 through 2032, to provide funds to the City to acquire, construct, improve, furnish, operate and maintain parks and recreation facilities? It is estimated that 1.2 mills would raise approximately \$834,000 when first levied in 2025.

YES

NO

3. Submission to the Governor and Attorney General. The City Clerk shall transmit copies of the proposed amendment of Section 8.5 of the City Charter to the Governor of the State of Michigan for approval and transmit a copy of the foregoing statement of purpose of the proposed amendment of Section 8.5 of the City Charter to the Attorney General of the State of Michigan for approval, as required by law.

4. Submission at the General Election. The proposed charter amendment of Section 8.5 shall be, and the same is hereby ordered to be, submitted to the qualified electors of this City at a City election to be held on November 5, 2024, and the City Clerk is hereby directed to give notice of the election and notice of registration thereof in the manner prescribed by law and to do all things and to provide all supplies necessary to submit the charter amendment to the vote of the electors as required by law.

5. Publication. The proposed amendment of Section 8.5 shall be published in full together with the existing charter provision altered or abrogated thereby as part of the notice of election.

6. Canvass. The canvass and determination of votes of said question shall be made in accordance with the laws of the State of Michigan and the City Charter of the City of Plymouth.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Maureen Brodie

City Clerk

I HEREBY CERTIFY that the attached is a true and complete copy of a resolution adopted by the City Commission of the City of Plymouth, County of Wayne, State of Michigan, at a regular meeting held on _____, 2024, and that the meeting was conducted and public notice of the meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1976, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

Maureen Brodie

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 - Designated Depositories 06-03-24.docx
Date: May 28, 2024
RE: Designated Depositories Fiscal 2024 - 25

Background

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

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

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

Recommendation

The City Administration recommends that the City Commission adopt the attached proposed resolution adopting depositories for the 2024 - 25 Fiscal Year. A report and proposed resolution have been attached. Should you have any questions in advance of the meeting please feel free to contact either John Scanlon or me.



CITY OF PLYMOUTH

www.plymouthmi.gov

201 S. Main
Plymouth, Michigan 48170-1637

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

MEMORANDUM

Date: May 28, 2024
To: Paul J. Sincock, City Manager
From: John Scanlon, Finance Director
Subject: Designated Depositories Update

Issue: Proposed Designated Depositories Update

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

I have reviewed the institutions with which the City of Plymouth currently conducts business. Other banking institutions and brokerage firms that the City may wish to engage with during the fiscal year 2024-25 are listed in the attached resolution. All these institutions meet the depository specifications outlined in the City Charter, the City's Investment Policy, and Public Act 20. Additionally, only one bank, Flagstar Bank, is at the lower end of the required criteria. Chase Bank serves as the City's primary banking institution.

Requested Action: Approve the attached resolution of recommended depositories

Attachment(s): Resolution

THE CITY OF HOMES

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RESOLUTION

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

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

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

NOW THEREFORE BE IT RESOLVED THAT upon the recommendation of the City Administration, the City Commission of the City of Plymouth does hereby authorize the following financial institutions as City of Plymouth depository institutions for the purpose of depositing or otherwise investing City of Plymouth funds pursuant to the City of Plymouth Investment Policy and Public Act 20: J.P Morgan Chase Bank, Bank of America, Bank of Ann Arbor, CIBC Bank, Citizens Bank, Comerica Bank, Community Financial, Fifth Third Bank, First Merchant Bank, Flagstar Bank, Huntington Bank, Lake Trust Credit Union, and PNC Bank, as well as authorized investment pools supported by GovMIC, Michigan Class, Michigan Insured Cash Holdings, during fiscal year 2024-25.

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

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



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Cemetery Rate & Rules Review FY 2024 - 25 - 06-03-24.docx
Date: May 29, 2024
RE: Cemetery Rates & Rules Review FY 2024 - 25

Background

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

This year the Cemetery Board of Trustees met in May. The Board reviewed the material from City Administration related to pricing of cemetery services, as well as the rules and regulations. Based on the review, the Board has recommended to the City Commission that the attached rates and rules should be adopted, effective July 1, 2024, and they requested that the City Commission confirm this recommendation.

We have attached additional background material for your reference.

Recommendation

The City Administration recommends that the City Commission accept the recommendation from the City Cemetery Board of Trustees related to rates for services and to make adjustments in the cemetery rules. We have prepared a proposed Resolution for the City Commission to consider regarding this matter.

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



Department of Municipal Services

1231 Goldsmith, Plymouth, MI

734-453-7737

dms@plymouthmi.gov

To: City Commission
From: Municipal Services Administration
Date: May 24, 2024
Re: Riverside Cemetery Rates and Rules

BACKGROUND:

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

For the 2024 to 2025 fiscal year changes are proposed to clarify the cost of nameplates. Staff reviewed invoices from the 2023-2024 fiscal year from Matthew's Bronze, our supplier, to determine the average cost for each type of nameplate. As you are aware, cemetery pricing for niches and crypts increased in 2021, and pricing for graves and opening and closing costs increased in 2022. A copy of the rates is included.

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

RECOMMENDATION:

The DMS Administration recommends that the City Commission approve the proposed Riverside Cemetery 2024 rates.

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

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

**Riverside Cemetery
Rates and Fees**

Purchase - Graves

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

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

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

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

**Riverside Cemetery
Rates and Fees**

Opening and Closing Costs - Graves

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

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

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

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

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

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

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

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

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

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

**Riverside Cemetery
Rates and Fees**

Purchase – Niches and Crypts

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

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

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

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

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

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

**Riverside Cemetery
Rates and Fees**

Opening and Closing – Niches and Crypts*

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

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

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

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

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

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

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

Other Mausoleum Installation Costs

First nameplate	Included
Second or replacement nameplate niche (12"x2")	Market value plus shipping \$350.00
Second or replacement nameplate crypt (16"x4")	\$675.00
Replacement name scroll for crypt (5.87"x1.36")	\$200.00
Extra words or artwork review	\$150.00 minimum
Niche vase	\$350.00
Crypt vase	\$400.00

Effective Date: July 1, 2024

**Riverside Cemetery
Rates and Fees**

Foundation/Marker/Monument Installation Costs

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

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

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

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

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

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

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

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

Effective Date: July 1, 2024



CITY OF PLYMOUTH RIVERSIDE CEMETERY RULES

Adopted May 22, 2023 by Cemetery Board of Trustees

Approved June 20, 2023 by Plymouth City Commission

Effective July 1, 2023

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

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

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

SALE OF LOTS AND INTERMENT ARRANGEMENTS

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

DEFINITIONS

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

INTERMENTS OR DISINTERMENTS

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

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

MEMORIAL MARKERS, MONUMENTS AND MAUSOLEUMS

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

LOT MAINTENANCE REGULATIONS

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

3. Fresh or silk flowers shall be allowed on any grave all-year around and will be monitored by the City for unsightliness, seasonal flowers included. Plastic flowers are prohibited. Items in violation of this regulation will be removed by the City. The City shall not be responsible for the upkeep and cannot be responsible for any damage caused by vandalism or natural causes.
4. All plastic, cement, fiberglass, metal, glass, ceramic and wood decorations, or objects, except recognized American Veteran Flags, are prohibited. Wrought iron or metal shepherd hooks are prohibited. All items in violation of the regulation will be removed by the City.
5. The use of landscape stones, decorative stones, artificial stones, or landscape blocks for decorative purposes shall be prohibited. Such stones shall be removed by the City.
6. Grave blankets and wreaths will be allowed from November 15th until April 1st of each year. The City shall dispose of blankets and wreaths that remain after April 1st.
7. Flowers, urns, benches, and flags will be removed from graves if such items become unsightly. The City assumes no responsibility for their return to lot owners. Such items will also be removed if they have been placed in violation of these rules.

~~At any time when a monument, private vault or mausoleum becomes unsafe in the opinion of the superintendent, a notice of such condition will be mailed to the last known or recorded address of the owner and the structure(s) removed or repaired at expense of the owner(s).~~

8. Any seat, urn or similar object placed on a lot by permission of the superintendent shall be kept painted white and in good condition.

- a. ~~Urn for flower planting must be made of cement or metal only. Urns shall not exceed 26 inches in height and will be limited to one urn per gravesite. When an urn is uncared for or becomes unsightly, it will be removed by the City. The City shall not be responsible for the upkeep of the urns and cannot be responsible for any damage caused by vandalism or natural causes. The City recommends covering urns during the winter months, to help protect from the elements.~~
- b. ~~Benches: If a family requests the installation of a bench on a lot, the request must first be made to the cemetery superintendent. The superintendent will determine if it is feasible to place a bench in the requested location without interference with other lots. Then the request will be sent to the Cemetery Board for approval. All benches will be of a standard size and shape and will be constructed of granite or marble and will require a foundation to be placed by the cemetery staff.~~

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9. ~~At any time when a monument, private vault or mausoleum becomes unsafe in the opinion of the superintendent, a notice of such condition will be mailed to the last known or recorded address of the owner requesting remedy within 60 days. and By order of the Board of Trustees, the superintendent and employees shall enter such lot to the structure(s) removed or repaired the structure(s) at the expense of the owner(s) or made a lien on such a lot.~~
10. ~~When a lot is uncared for and becomes unsightly or a nuisance or detrimental to other lots, notice shall be mailed to the last known or recorded address of the owner requesting remedy within 60 days. By order of the Board of Trustees, the superintendent and employees shall enter such lot and clean up and make same presentable and the cost shall be collected from the owner or made a lien on such a lot.~~
11. ~~If any tree, shrub, or vine situated on any lot by means of its roots, branches or in any other way becomes a detriment to adjacent lots, paths, or avenues, or inconvenient to visitors, the superintendent shall have the right to remove the same. The superintendent shall have the right to remove all noxious weeds and prohibited trees.~~
12. ~~To ensure proper lawn maintenance, no border, decorative element, personal effects, including edging and fencing shall be located on any part of the grave except as permitted in the eight (8) inch border.~~

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CEMETERY CARE

1. Cemetery care shall include only seeding, top dressing, cutting and trimming grass, shrubs, trees and the general upkeep of the cemetery. Cemetery care shall not include the maintenance of a memorial marker. The City shall not be responsible for the upkeep and cannot be responsible for any damage caused by vandalism or natural causes.
2. Contractors and workers engaged within the cemetery on any class of work whatsoever will be held responsible for the damage done by them to any cemetery properties.

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

OTHER REGULATIONS

1. No firearms will be allowed in the cemetery, except in the cases of military funerals or ceremonies by official veteran's organizations on federal holidays, without written permission of the superintendent of the cemetery.
2. No person shall obstruct any drive, walk, or alley except as may be temporarily necessary for graveside visitation or funeral parking.
3. No person shall in any way injure, deface, or destroy any grave, vault, tombstone, monument, mausoleum, enclosure, building, fence, basin, fountain, bridge, seat, flower, tree, shrub, vine, lot, or any other thing in Riverside Cemetery.
4. Block L of Riverside Cemetery shall be known as the extended family section of the cemetery, with family plots of six (6) or ten (10) graves to be sold in a group.
5. Block K and O of Riverside Cemetery shall be known as the Memorial Section of the cemetery, with only flat memorial markers allowed. No foundation required except in the case of veteran's markers. Markers can be made of bronze or granite. No above ground markers are permitted in this section.
6. Block M of Riverside Cemetery: All lots in Block M consist of 2 graves and will be sold together as one lot. Additional Marker Regulations: Only upright, slant granite markers set on a granite base (2-person companion marker or 1-person non-companion marker) are permitted. Contact the Cemetery Office for the exact description. Any flat markers must meet regulations listed in Memorial Markers, Monuments and Mausoleums section of these rules.
- ~~7.1. Urns for flower planting must be made of cement or metal only. Urns shall not exceed 26 inches in height and will be limited to one urn per gravesite. When an urn is uncared for or becomes unsightly, it will be removed by the City. The City shall not be responsible for the upkeep of the urns and cannot be responsible for any damage caused by vandalism or natural causes. The City recommends covering urns during the winter months, to help protect from the elements.~~
- ~~8.1. Benches: If a family requests the installation of a bench on a lot, the request must first be made to the cemetery superintendent. The superintendent will determine if it is feasible to place a bench in the requested location without interference with other lots. Then the request will be sent to the Cemetery Board for approval. All benches will be of a standard size and shape and will be constructed of granite or marble and will require a foundation to be placed by the cemetery staff.~~
7. Filming and photography for use in a movie, book, newspaper, magazine, television news, paranormal research, Internet, or other electronic media are not permitted on Cemetery grounds. An exception is made for genealogy research.
- ~~9.8. Wind chimes, wind spinners, streamers, lanterns, solar lights, or other decorations are prohibited in public areas and in public trees.~~

CRYPT AND NICHE FRONT DECORATIONS

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

RESOLUTION

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

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

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

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

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

WHEREAS After the review, the Cemetery Board of Trustees did recommend to the City Commission that they rate structure as proposed.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the recommendation of the Cemetery Board of Trustees related to the various rate structures for the Cemetery and does hereby maintain the current schedule of rates in effect for Fiscal Year 2024 – 2025, and that adjustments cemetery rules be made as outlined by the Cemetery Board of Trustees.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Summer Concert Tour 2024 - 06-03-24.docx
Date: May 30, 2024
RE: City Commission Summer Meetings in the Parks

Background

During the past 23 summers the City Commission held several regular meetings in the neighborhood parks, called the "Summer Concert Tour." This is an effort by the City Commission to take the meetings out to people and provide for personal citizen engagement with their elected officials, in accordance with the City Commission's five year strategic plan, related to community connectivity.

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

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

Recommendation

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

Monday, June 17, 2024	Lions Park – Burroughs & Harding
Monday, July 1, 2024	Hough Park – Maple & Evergreen
Monday, July 15, 2024	Rotary Park – Herald & Wing Streets
Monday, August 5, 2024	Markham Park – Caster & N. Holbrook
Monday, August 19, 2024	Kiwanis Park – Auburn & Junction

RESOLUTION

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

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

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

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

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

- | | |
|-------------------------|-------------------------------------|
| Monday, June 17, 2024 | Lions Park – Burroughs & Harding |
| Monday, July 1, 2024 | Hough Park – Maple & Evergreen |
| Monday, July 15, 2024 | Rotary Park – Herald & Wing Streets |
| Monday, August 5, 2024 | Markham Park – Caster & N. Holbrook |
| Monday, August 19, 2024 | Kiwanis Park – Auburn & Junction |

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

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



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Pulte PUD Phase II Rezoning - Final Reading - 06-03-24.docx
Date: May 29, 2024
RE: Pulte Phase II – 2nd & Final Reading of Rezoning Amendments to PUD

Background

The City Commission is aware that Pulte Homes of Michigan has successfully developed the southern ten acres of the former Bathey Manufacturing property on South Mill Street into 76 attached single-family townhomes. Phase 1 has been completed and they are ready to move to Phase II, and just like in Phase 1, the developer is asking for a Planned Unit Development (PUD) Zoning for the remaining five acres of the former manufacturing facility.

The City Planning Commission has reviewed, held a public hearing and approved the site plan for Phase II. The property is currently zone for I-1, Light Industrial and I-2, Heavy Industrial. This action would change the Zoning to PUD to allow the residential units to be built. The City's Master Plan calls for mixed use, high density on the site and the Planning Commission has determined the proposed project in alignment with the Master Plan. There will be a separate City Commission action approving a proposed PUD Agreement between the City and the Developer, which is anticipated later in this meeting. This entire process has also been reviewed by the Economic Development/Brownfield Redevelopment Authority Board at their recent meeting in May.

We have attached a memorandum from John Buzuvis and Greta Bolhuis, who have had significant involvement in bringing this project to conclusion. There have been a lot of "moving parts" to this project and some intense discussions related to water system upgrades, clean-up of an environmentally challenged site, creation of pollinator habitat, and a walking path that connects Phase 1 and Phase II.

Recommendation

The City Administration recommends that the City Commission approve at the 2nd and Final Reading a rezoning from I-1, Light Industrial & I-2, Heavy Industrial to Planned Unit Development. The attached memorandum provides additional background information and history of the project.

We have attached a proposed Resolution for the City Commission to consider regarding this rezoning. Should you have any questions in advance of the meeting, please contact John, Greta, 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 *John Buzuvis*
Greta Bolhuis, AICP, Director of Planning and Community Development

CC: S:\Community Development\PLANNING COMMISSION\PUDs\2024\Pulte

Date: May 29, 2024

RE: Pulte Phase II- Second Reading Rezoning from I-1, Light Industrial and I-2, Heavy Industrial to PUD, Planned Unit Development

Background: As you are aware Pulte Homes of Michigan successfully developed the southern ten (10) acres of the former Bathey Manufacturing property, located on S. Mill Street, into 76 attached single-family townhomes. This was accomplished using the Planned Unit Development process and construction began in 2020. Based on the success of that project, now referred to as Phase I, Pulte received approval from the Planning Commission, in November 2022, and an extension in February 2024, to build an additional 29 attached single-family townhomes on five (5) acres just north of the Phase I site. This approval was gained through the PUD process and includes several public benefits which include the following: additional public walking trails through the site to attach to the existing path system, environmental remediation of a former industrial site, and an approximately one (1) acre area at the corner of Mill and Amelia to be planted with native, pollinator-friendly plantings after removal of the existing invasive species and maintained in perpetuity as a pollinator habitat.

The City Commission completed the First Reading and approved the site-plan and proposed rezoning of Phase II of the Pulte project from Light Industrial and Heavy Industrial to Planned Unit Development at their May 20th regular meeting. The City Commission is required to hold two (2) readings of the proposed rezoning and approve the same twice prior to the Zoning Map amendment is authorized.

In addition to the above listed benefits Phase II of the project will include a "looped" water main connecting the water main on Mill St. to the water main on Main St. which is the industry standard, builds redundancy and enhances water quality. This system enhancement was achieved through an easement with a neighboring property owner north of the Phase II site.

The project site is currently zoned I-1, Light Industrial and I-2, Heavy Industrial and as such residential uses are not permitted. The site has a Future Land Use designation in the City's Master Plan of Mixed-Use: High-Density and the Planning Commission determined the project as proposed is in alignment with the Master Plan.

The zoning deviations and public benefits are listed below. The provided public benefits, particularly when coupled with the previous project's public improvements, are significant as compared to the zoning deviations requested.

Zoning Ordinance Deviations Requested and Approved:

- 4' deviation from the required minimum 70' distance between buildings (66' between buildings)
- Residential use of property (underlying zoning Light and Heavy Industrial)

Public Benefits Proposed and Approved:

- Environmental remediation of a former heavy industrial site
- Provision of an additional public walking path throughout the northern part of the property that connects to the phase I path
- One-acre natural native pollinator habitat to remove invasive species and re-plant with native, pollinator-friendly species

The PUD zoning designation requires an amendment of the City's Zoning Map and therefore requires two readings by the City Commission. This is the second and final of the two required readings. The Planning Commission held a public hearing on this matter in August 2022. The Administration has finalized the the PUD Agreement with the developer for this project and the City Attorney has reviewed and approved that document. The approval of the PUD Agreement for this portion of the project will be covered in an upcoming agenda item for the City Commission to consider.

RECOMMENDATION:

The administration recommends that the City of Plymouth City Commission review and approve the proposed amendment to the zoning map at the conclusion of the second and final reading and authorize the administration to complete the process for the proposed rezoning of this property from I-1, Light Industrial, and I-2, Heavy Industrial to Planned Unit Development.






Please feel free to contact Greta or me prior to the meeting if you have any questions.

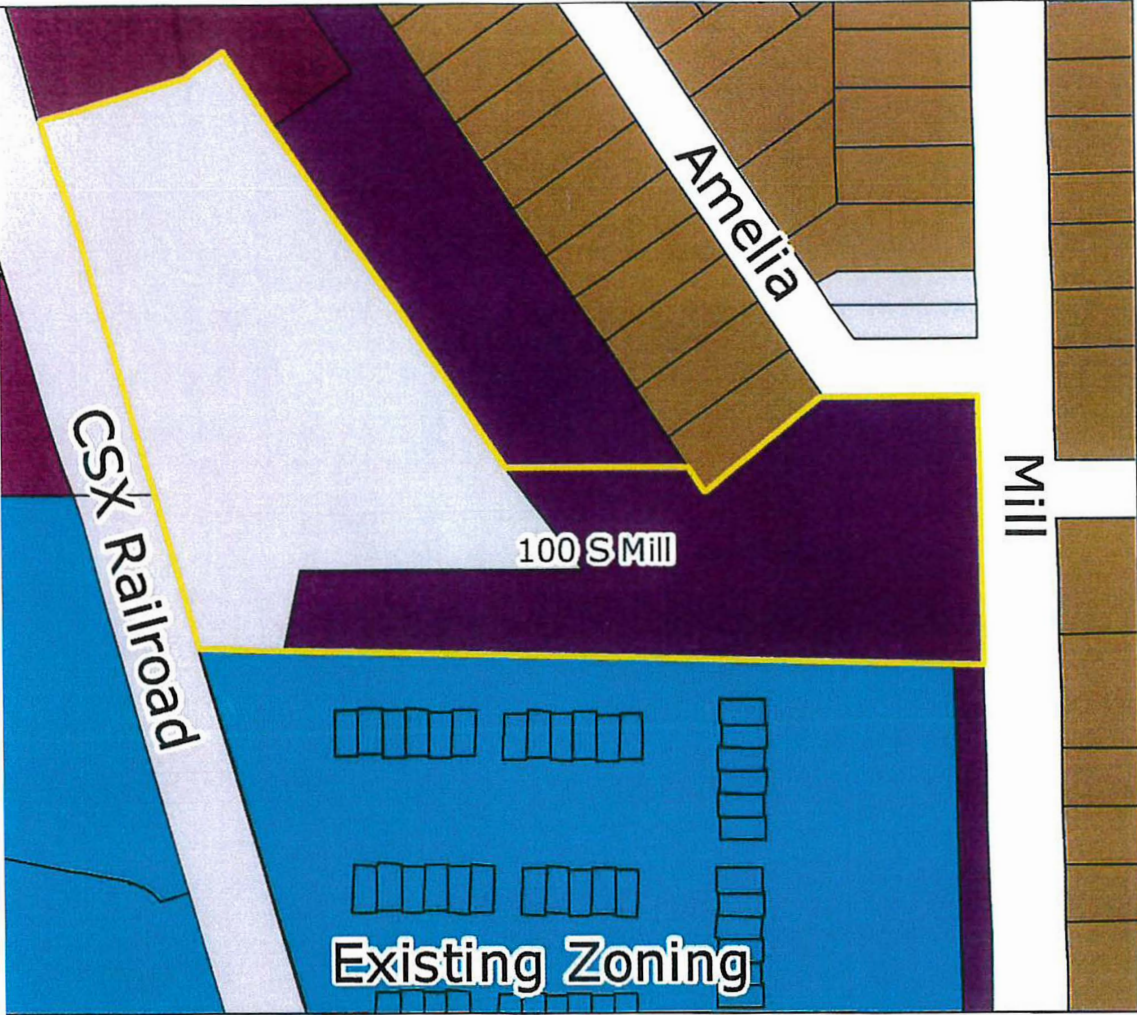
MAP AMENDMENT

Legend

 100 S. Mill
Zoning Codes

of pictured parcels

-  General Business District
-  Light Industrial District
-  Heavy Industrial District
-  Planned Unit Development
-  Multi-Family Residential



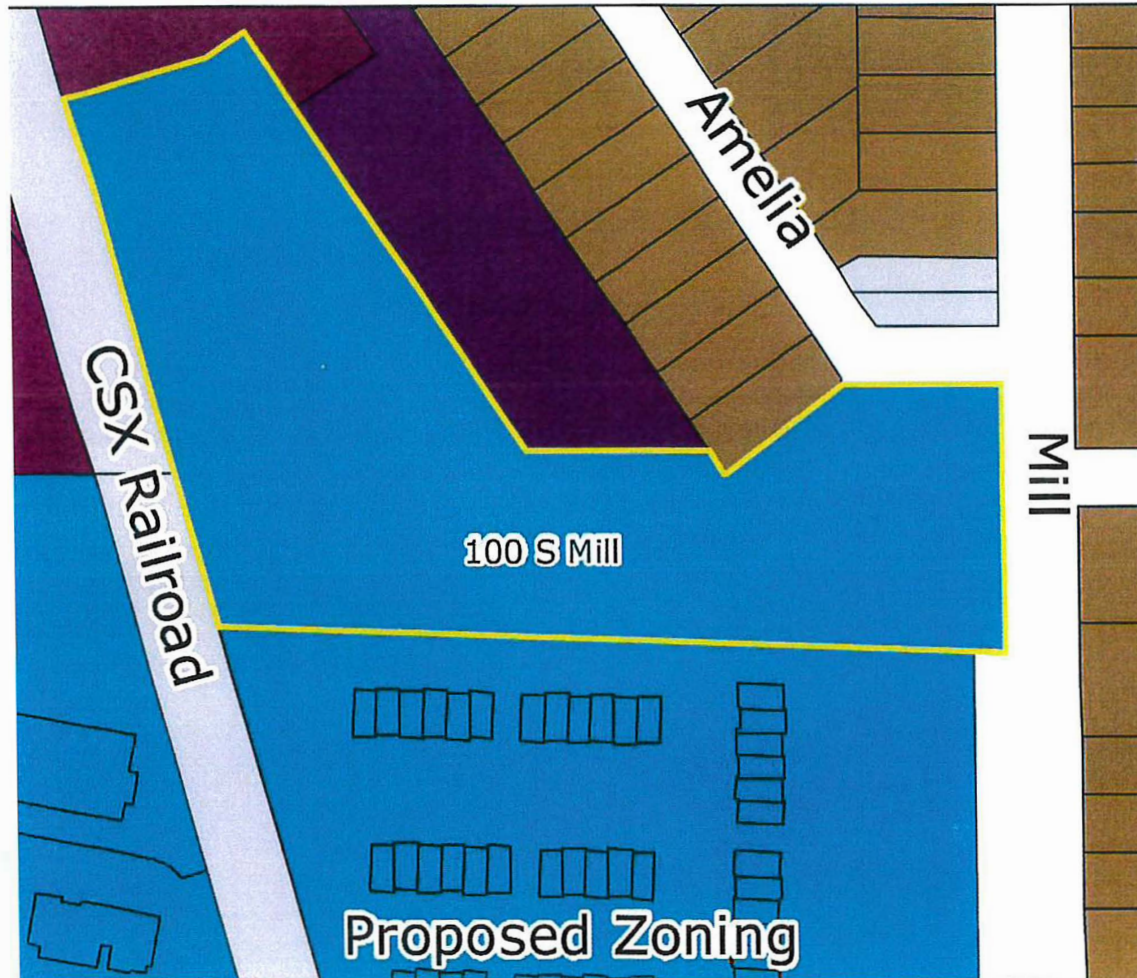
Legend

 100 S. Mill

Zoning Codes

of pictured parcels

-  General Business District
-  Light Industrial District
-  Heavy Industrial District
-  Planned Unit Development
-  Multi-Family Residential



0 50 100 200 300 Feet



City of Plymouth GIS
201 S. Main
Plymouth, MI 48170
Printed: 5/15/2024

Resolution

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

WHEREAS The City of Plymouth Planning Commission recommended approval of a Planned Unit Development, including a rezoning, for this property at their November 2022 regular meeting to the City Commission, and

WHEREAS The City of Plymouth Planning Commission approved the final PUD site plan at their November 2022 meeting, and

WHEREAS The City Commission is aware that the Planning Commission held a Public Hearing at their August 2022 regular meeting, and

WHEREAS The proposed rezoning is supported by the Zoning Ordinance and in alignment with the Future Land Use Map contained in the City's Master Plan, and

WHEREAS The City Commission has completed the first and second reading of the proposed amendment to the Zoning Map and rezoning of a portion of the property located at 100 S. Mill St. from I-1, Light Industrial and I-2, Heavy Industrial to PUD, Planned Unit Development.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve the rezoning of a portion of the property located at 100 S. Mill from I-1, Light Industrial and I-2, Heavy Industrial to PUD, Planned Unit Development at the conclusion of the second reading and directs the administration to complete the amendment to the zoning map as approved in this motion.



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 - Pulte Amended PUD Agreement for Phase II - 06-03-24.docx
Date: May 29, 2024
RE: Pulte Phase II – Planned Unit Development Amended Agreement

Background

The city has been working with representatives of Pulte of Michigan since before they built 76 single family attached townhomes on 10 acres of the former industrial site at 100 S. Mill Street. This site was known as the former Bathey site and was used as a heavy manufacturing site for many decades, and then it was abandoned by the owner. Pulte has now proposed to build an additional 29 units on the additional northern portion of the property. This will complete an environmental cleanup of the entire property. This agreement falls directly in line with the City Commission's Strategic Plan and the key objectives of making projects eco-friendly and environmentally aware.

This action is an Amendment to the Planned Unit Development (PUD) Agreement between Pulte and the City of Plymouth that was originally adopted. It is anticipated that the City Commission changed the Zoning on the northern part of the property to PUD earlier in the meeting. A Planned Unit Development Zoning calls for a formal agreement between the City and Pulte. This is the agreement that was worked out during the planning process and before the City Planning Commission. This amended agreement will also be registered with the County Register of Deeds and placed as a "Deed Restriction" on the property. In short, if there are changes made to the property in the future, the ownership will have to come in to obtain an amendment to the PUD Agreement.

The PUD Agreement is one of the steps necessary to help bring Phase II of the project to the finish line. In addition to the PUD Agreement there is the Brownfield Plan and the Brownfield Reimbursement Agreement.

Recommendation

The City Administration recommends that the City Commission adopt the PUD Agreement for 100 S. Mill Street; to be known as Mill Street Towns Phase II. The agreement has been reviewed by the City Attorney's Office and this is one of the final steps in our approval processes for this development.

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




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 
Greta Bolhuis, AICP, Director of Planning and Community Development

CC: S:\Community Development\PLANNING COMMISSION\PUDs\2024\Pulte

Date: May 29, 2024

RE: Pulte Phase II- Amendment to Planned Unit Development Agreement

Background: As you are aware Pulte Homes of Michigan successfully developed the southern ten (10) acres of the former Bathey Manufacturing property, located on S. Mill Street, into 76 attached single-family townhomes. Based on the success of that project, now referred to as Phase I, Pulte has received Planned Unit Development approval from the Planning Commission and City Commission for the development of the five (5) acres north of the Phase I project into an additional 29 attached single-family townhomes referred to as Phase II. This approval was gained through the PUD process and includes several public benefits which include the following: additional public walking trails through the site to attach to the existing path system, environmental remediation of a former industrial site, and an approximately one (1) acre area at the corner of Mill and Amelia to be planted with native, pollinator-friendly plantings after removal of the existing invasive species and maintained in perpetuity as a pollinator habitat.

The next step in the PUD process is for the City Commission to review and approve the PUD agreement that memorializes the final site plan including the zoning deviations and public benefits approved through the PUD process. The City Commission completed a first and second reading of the rezoning of the property from light industrial and heavy industrial to Planned Unit Development.

Enclosed please find a draft amendment to the Pulte PUD Agreement (Phase I) that was approved by the commission in 2019. This amendment keeps all parts of the Phase I PUD agreement in effect and adds specific information for the additional property to be governed by the PUD, the additional public benefits and zoning deviations related to the second phase of the project. The administration and Pulte's project team determined this was the simplest way to approach this matter.

The zoning deviations and public benefits are listed below as memorialized in the PUD amendment. The provided public benefits, particularly when coupled with the previous project's public improvements, are significant as compared to the zoning deviations requested.

Zoning Ordinance Deviations Memorialized in the PUD Agreement Amendment:

- 4' deviation from the required minimum 70' distance between buildings (66' between buildings)
- Residential use of property (underlying zoning Light and Heavy Industrial)

Public Benefits Memorialized in the PUD Agreement Amendment:

- Environmental remediation of a former industrial site
- Provision of an additional public walking path throughout the northern part of the property that connects to the phase I path
- One-acre natural native pollinator habitat to remove invasive species and re-plant with native, pollinator-friendly species

The approval of the PUD agreement amendment is the final non-administrative (Planning Commission/City Commission) approval required. The next steps in the process will be administrative to include construction plan(s) review, permitting, inspections etc.

Enclosed for your reference is a copy of the original (Phase I) PUD agreement as well as the proposed amendment to the agreement. Both documents have been reviewed and approved by the City Attorney, Administration, and Pulte Homes of Michigan.

RECOMMENDATION:

The administration recommends that the City Commission review and approved the enclosed PUD agreement amendment with Pulte Homes of Michigan for the approved second phase of their project at the former industrial site on Mill St. The administration further recommends the City Commission authorize the Mayor and City Clerk to execute this amendment on behalf of the city.

Please feel free to contact Greta or me prior to the meeting if you have any questions.

ORIGINAL APPROVED
AGREEMENT

CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN
PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the "PUD Agreement" or "Agreement") is made and entered into on this ___ day of _____, 2019, by Pulte Homes of Michigan LLC, a Michigan limited liability company, whose address is 100 Bloomfield Hills Parkway, Suite 150, Bloomfield Hills, MI 48304 ("Developer"), and the CITY OF PLYMOUTH, a Michigan municipal corporation, with its principal address at 201 S. Main Street, Plymouth, Michigan 48170 (referred to as "City").

RECITATIONS:

Developer is or will be the owner of, and must produce proof of the same, certain real property consisting of approximately ten (10) acres situated in the City of Plymouth, County of Wayne, and State of Michigan, more particularly described as **Parcel A** on attached **Exhibit A** and commonly known as 100 S. Mill St. (referred to as the "Property"). Developer desires to develop the 76 attached, for sale, townhomes (b) open space areas, and (c) all related infrastructure improvements and amenities on the Property, all to be known as "Mill Street Towns" (collectively, the "Project").

Developer desires to develop the Property as a planned unit development ("PUD") in accordance with the provisions of the City's Zoning Ordinance (the "Zoning Ordinance") entitled "Planned Unit Development", being Article XXIV of the Zoning Ordinance.

Developer submitted a preliminary PUD plan (the "Preliminary PUD Plan") for review and approval by the City and its planner, Carlisle Wortman Associates, Inc. (the "City Planner"), which was reviewed by the Planning Commission on a preliminary basis at its meeting on June 13, 2018. Thereafter, on July 11, 2018, the City's Planning Commission held a public hearing to discuss the Project and approved the Preliminary PUD Plan.

On October 10, 2018 the City Planning Commission, in strict compliance with the Zoning Ordinance and with Act 110 of the Public Acts of 2006, as amended, approved the final PUD plan as attached hereto as **Exhibit B** (as approved, the "Final PUD Plan"), finding that such approval properly achieved the purposes of the Zoning Ordinance, including the encouragement of innovation in land use, the preservation of open space, the minimization of development impact upon important environmental features, remediation of environmental contamination, the provision of a less intensive use than allowed under current zoning, the promotion of efficient

provision of public services and utilities, the reduction of adverse traffic impacts, and the provision of adequate housing and employment.

The City has found and concluded that the uses and future development plans and conditions shown on the approved Final PUD Plan for the Project are reasonable and promote the public health, safety and welfare of the City, and that they are consistent with the plans and objectives of the City and consistent with surrounding uses of land.

The City Commission approved the Final PUD Plan on April 1, 2019.

NOW, THEREFORE, Developer and City, in consideration of the mutual promises and covenants contained in this Agreement, HEREBY AGREE AS FOLLOWS:

ARTICLE I
GENERAL TERMS OF AGREEMENT

- 1.1 The City and Developer acknowledge and represent that the recitations set forth above are true, accurate and binding.
- 1.2 The City acknowledges and represents that this Agreement may be relied upon for future land use and development of the Property by Developer's heirs, successors, assigns and transferees.
- 1.3 The Final PUD Plan for the Property has been duly approved by the City in accordance with all applicable City ordinances, and depicts the land uses which will be permitted and which may be developed on the Property. All formal actions necessary or expedient to carry out this Agreement shall be taken by the parties without undue delay.
- 1.4 Except as specifically provided for in this Agreement, all development and improvement of the Property shall be subject to and in accordance with all applicable Zoning Ordinance requirements. However, at the time of review of respective site plans for the development of various portions of the Property, deviations or modifications from ordinance regulations may be agreed upon by the City and the Developer of the Property, subject to the terms and conditions of this PUD Agreement and the City of Plymouth Zoning Ordinances, including, but not limited to, Section 78-318, in which event, such approved deviations shall control. However no deviations shall decrease density, the number of approved units, or materially increase the obligations of the Developer under this Agreement. The Preliminary PUD Plan and the Final PUD Plan shall collectively be referred to herein as the "PUD Plan". All references in this Agreement to zoning ordinances shall be deemed to refer to the zoning ordinances in effect as of the date of this Agreement. The Project shall not be subject to any additional zoning requirements contained in any amendment or additions to the zoning ordinances that conflict with the provisions of this Agreement and the PUD Plan, provided that all construction and development is completed in compliance with this Agreement and the PUD Plan.

1.5 The PUD Plan for the Property identifies the location and configuration of the authorized land-uses that may be developed on the Property, or those that must remain undeveloped.

1.5.1. Developer shall not be entitled to make a modification which increases the impact upon adjoining properties or facilities without the approval of City as provided by City Ordinance Article XXIV Sec. 78-318.

1.5.2 In those instances in which Developer desires to obtain a modification of the PUD Plan for the Property, any such modification or deviation must be done in accordance with the City of Plymouth Zoning Ordinances, including, but not limited to, Section 78-318. Minor modifications of the PUD Plan may be approved administratively in accordance with Section 78-318 of the Zoning Ordinance.

ARTICLE II
LAND USE AUTHORIZATION AND STANDARDS FOR THE PROPERTY

2.1 The PUD Plan reflects the change in the zoning for the Property from I-2 Heavy Industrial to Planned Unit Development and constitutes a land use authorization for the following uses, as set forth on the PUD Plan for the Property:

MU- Mixed Use

2.2 The number of residential units to be permitted on the Property shall be as follows (all as shown on the PUD Plan for the Property):

- 76 Attached For-Sale Townhomes

2.3 The Property shall only be used for attached single-family residential purposes, including such amenities as may be constructed by Developer in accordance with the Final PUD Plan, including but not limited to, (a) seventy six (76) single-family attached residential dwellings, (b) centralized mailbox location(s), (c) storm water detention, (d) environmental remediation of the Property, (e) walking paths, green-space and open space, (f) HAWK signal, (g) landscaping, (h) lighting and (g) related infrastructure and amenities.

Additional specifications applicable to the Project are:

ENTIRE PROJECT

Site Area	10+/- acres
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SINGLE FAMILY ATTACHED RESIDENTIAL

Setbacks:	Front	163 feet
	Side (least one)	46 feet (one side); 113 feet total

	Rear	+45 feet
Parking	Regular	304 garage and driveway spaces and 16 guest parking spaces
	Barrier-free	4 spaces

The PUD Plan deviates from the required 70 (seventy) foot distance between the rears of two buildings. This deviation has been approved and is permitted as shown on the PUD Plan.

ARTICLE III LANDSCAPING AND BUILDING IMPROVEMENTS

3.1 Developer shall be responsible for installing all landscaping on the Property in accordance with the approved PUD Plan. Developer shall also be responsible for removing any debris that is deposited in the landscape areas of the Project and shall maintain such areas to ensure that they are free of trash, rubbish or unsightly weeds. After installation, Developer shall (and upon transition control of the condominium for the Project to the Condominium Association established by Developer (the "Association"), the Association shall) maintain the landscaping in the common areas of the Project in accordance with all City Ordinances.

3.1.1 During site development of the Property, Developer shall clean-up the adjacent parcel as shown on Exhibit C (the "Parcel B") as follows:

- Remove any debris, barbed wire, fencing, trees, and any above-ground structures or concrete
- Grade and seed Parcel B in conjunction with the landscaping of Parcel A

Provided, however, Developer shall not be in default hereunder if Developer is unable to undertake some or all of the above activities on Parcel B due to the acts or omission of the owner of Parcel B, in which event Developer shall no longer have to comply with the above clean-up requirements.

3.2 City acknowledges that the landscaping plan shown and included in the PUD Plan is acceptable and approved.

3.3 Trash and recycling removal shall be handled by individual bulk trash and recycling pick-up as part of the City-wide system.

3.4 Before any Certificates of Occupancy are to be issued the following must be provided by the Developer:

- Easement agreement with the owner of the Parcel B for a pedestrian path from the Project to Main St.
- Schedule for the installation of the HAWK crossing signal located on S. Mill St. proximate to the project
- Installation of (or the posting of a bond or other financial assurances reasonably satisfactory to the City to remain in place until completion of the installation of) the

pedestrian sitting area at/near the entrance to the Project with pergola and benches as indicated on the PUD Plan.

- Installation of (or the posting of a bond or other financial assurances reasonably satisfactory to the City to remain in place until completion of the installation of) all infrastructure and public amenities set forth in the PUD Plan, including but not limited to: internal sidewalks, walkway, and paths, utilities, detention ponds, landscaping, and a pedestrian sitting area near the storm water detention ponds.
- Proof of execution of all easements necessary for operation of the Project with the City of Plymouth and Wayne County
- Written verification of completion of the environmental remediation of the Property as required to be completed at such time pursuant to a Brownfield Plan for the Project approved by Developer and the City. The City acknowledges that this pertains only to corrective action work to the Property, if any, required by the Brownfield Plan. Certificates of Occupancy are not tied to completing due care, monitoring, site controls and other obligations under the Brownfield Plan which do not involve physical corrective action work to the Property.

Notwithstanding the foregoing, the site improvements, infrastructure and public amenities may be constructed (and financial assurances provided for, if applicable as provided above) in phases as shown on the Final PUD Plan. Accordingly, the issuance of building permits, construction of buildings, and issuance of individual certificates of occupancy for each building or townhome may occur in sub-phases allowing for staged sequencing, and allowing for residents to move in and occupy townhomes as the townhomes are completed.

ARTICLE IV UTILITIES AND SITE IMPROVEMENTS

4.1 The Developer shall be financially responsible for the design and construction of the detention pond facilities within the Project as shown on the PUD Plan (the "Detention Pond"). In connection therewith, and in order to ensure completion of the construction of the Detention Pond, Developer shall provide a performance guaranty to the Wayne County Drain Commissioner, in an amount agreed to by the Developer and the Wayne County Drain Commissioner, in the form of cash, bond, letter of credit or other financial assurances acceptable to the Wayne County Drain Commissioner (the "Performance Guarantee"). Developer, its successors and assigns (including the Association), shall have the obligation of maintaining the internal stormwater drainage system and the Detention Pond and provide proof of the same to the City and/or County, as applicable, annually upon request; provided, however, such maintenance obligation shall end if and when the stormwater drainage system and the Detention Pond are accepted by Wayne County Drain Commissioner under a so-called 433 Agreement pursuant to Section 433 of Act No. 40 of the Public Acts of 1956. To evidence such maintenance obligations, Developer shall execute and deliver a separate detention pond maintenance agreement, in mutually acceptable recordable form (the "Pond Maintenance Agreement") to be recorded with the Wayne County Register of Deeds. Should the Developer, its successors, and assigns fail to maintain the system as required by the Pond Maintenance Agreement, the City shall have the rights and

remedies set forth in the Pond Maintenance Agreement. Alternatively the provisions of a Pond Maintenance Agreement may be incorporated in the master deed or other condominium documents for the Project.

4.2 Each principal and accessory building within the Project intended for occupancy shall be connected to public water and sanitary sewer systems, subject to applicable government approvals. Easements for maintenance, repair and replacement shall be granted by the Developer as requested or as necessary to the appropriate agencies, and the water and sanitary sewer systems shall be accessible for such purposes, including the provision of ingress and egress. Necessary restoration of the common areas, internal drives, sidewalks etc. resulting from repair of any public utility shall be the responsibility of the Developer, its successors and assigns. Failure to complete such restoration shall be addressed by the City in the manner provided in Section 5.3 of this Agreement. The fees for water connection and sewer connection shall be paid at the prevailing rate and in the customary manner, at the time of application for a building permit(s) for each building shown on the PUD Plan.

4.3 To the extent practicable, all electric, natural gas, telephone, cable, water, sewer and other utility and communication systems shall be placed underground in accordance with the requirements of the applicable utility provider and applicable, State, local and Federal laws. Easements for maintenance, repair and replacement shall be granted by the Developer as requested or as necessary to the appropriate utility providers, including the provision of ingress and egress.

4.4 Developer shall provide a complete lighting system for the Project, including pole-mounted and wall-mounted fixtures, in the size, location and type as shown on the PUD Plan. Developer shall also provide a photometric analysis of all property lines to ensure reasonable light levels at the Property lines. This lighting plan and analysis has already been approved by the City (or its consultants).

4.4 Project signage was not provided on the PUD Plan. Any identification signs for the Project must be applied for and approved by the City or the City Planner and must meet the requirements of the applicable Zoning Ordinances.

ARTICLE V ROADS, DRIVES AND SIDEWALKS

5.1 A system of private internal drives and sidewalks shall be established as shown on the PUD Plan and shall provide continuity of public access between adjacent and connecting perimeter public roads in order to provide continuous ingress and egress to all components of the Project in perpetuity. The Pedestrian Path across Parcel B will also be installed during the development of the Project. Maintenance and repair of all internal drives, sidewalks, and the Pedestrian Path shall also be the obligation of the Developer or its successors or assigns. All internal private drives, sidewalks, parking areas, and the Pedestrian Path shall meet the requirements of the PUD Plan and this Agreement. All internal drives and sidewalks, parking areas, and the Pedestrian Path shall be maintained, by the Developer or its successors or assigns, in good condition on

a regular basis to maximize the useful life of the drives, sidewalks and parking lot, and to minimize repair and replacement costs. Nonetheless these maintenance obligations shall be assumed by the condominium association for the Project after the "transitional control date" as defined by the Michigan Condominium Act MCL 559.110(7), the date on which co-owners elect a majority of the Association Board of Directors.

- 5.2 Developer or its successor or assigns, shall be subject to the enforcement rights of the City as described in Section 5.3 herein, to assure that the Developer or its successor or assigns, carries out its responsibilities with regard to ongoing maintenance, repair and replacement of the sidewalks, drives and parking spaces within the Project. The layout, configuration and geometrics of the internal drives, sidewalks, pathways and parking areas shall be as shown on the PUD Plan. Such internal drives, sidewalks, and pathways shall not be considered public roads and/or sidewalks and pathways as defined in the Zoning Ordinances and shall not be designated Rights-of-Way.
- 5.3 In the event that the Developer or its successor or assigns, at any time fail to carry out its responsibilities in regard to restoration, maintenance, repair, and replacement of the private internal drives and sidewalks, including the parking areas, the City may serve written notice upon the Developer, its successor or assigns, as applicable, setting forth the deficiencies in maintenance, repair or replacement. The notice shall also set forth any demand that the deficiencies be cured within a stated reasonable time period and the date, time, and place for a hearing before the City Council, or such other board, body, or official delegated by the City Council, for the purpose of allowing the violating party an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following the hearing described above, the City Commission, or such other board, body, or official designated to conduct the hearing, reasonably determines that that the maintenance, repair or replacement have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter upon the Property, and perform such maintenance, repair or replacement as reasonably found by the City to be appropriate. The City's costs of performing any such maintenance or cure, together with a surcharge equal to twenty-five (25%) percent to cover administrative costs, shall be assessed to the owner of the Property at the time such maintenance or cure is performed, placed on the next City tax roll as a special assessment, and collected in the same manner as general property taxes.

ARTICLE VI

ARTICLE VII MODIFICATION

- 7.1 Neither this Agreement nor the PUD Plan (except for minor modification pursuant to Section 78-318 of the Zoning Ordinance) may be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement, or any successors of the parties hereto. However, except as otherwise expressly modified by this Agreement, the City retains all rights set forth in its Zoning Ordinances, including,

but not limited to, those set forth in Article XXIV, Section 78-318. Developer and City shall together be entitled to modify, replace or amend this Agreement, with the consent of Developer's mortgagee, but without the consent of any other person or entity, regardless of whether such person or entity now or hereafter has any interest in any part of the Property, including subsequent purchasers, or their tenants, their mortgagees or others. Any such amendment or modification shall be approved by resolution of the City commission, memorialized by written instrument executed by the Mayor, City Clerk and Developer, and recorded with the Wayne County Register of Deeds. If the Developer desires to obtain a modification of the Final PUD Plan, any such modification or deviation must be done in conformance with the City of Plymouth Zoning Ordinances, including but not limited to, Section 78-318.

ARTICLE VIII MISCELLANEOUS

- 8.1 In the event of any conflict between the terms and provisions of this Agreement (including the attached PUD Plan for the Property) and the provisions of the Zoning Ordinance, or other City ordinances, rules or regulations, the provisions of this Agreement shall control. In the event of a conflict between the Preliminary PUD Plan and the Final PUD Plan, the Final PUD Plan shall control. In the event of a conflict between the terms of this PUD Agreement and the Final PUD Plan, the Final PUD Plan shall control.
- 8.2 The undersigned parties acknowledge that the conditions imposed upon the development of the Property are reasonable and necessary to ensure that public services and facilities affected by the proposed land use or activity will be capable to accommodating increased service and facility loads caused by the land use or activity, to protect the natural environment and conserve natural resources and energy, to ensure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner.
- 8.3 This PUD Agreement, including the uses approved on the PUD Plan for the Property, are for the benefit of the Property, shall run with the land, and be binding on, and inure to the benefit of, any successors or assigns of the parties to this Agreement. Once Developer or its assigns has turned over the Condominium comprising the Project to the Association after the transitional control date under the Michigan Condominium Act, the Developer shall have no further obligation or liability under this Agreement with respect to obligations or liability first arising under this Agreement after the effective date of such assignment.
- 8.4 Unless this Agreement specifically provides to the contrary, the Developer is responsible for paying all costs associated with any of its obligations specified in this Agreement and all aspects of the Project.
- 8.4 Prior to commencing construction on any portion of the Project, Developer shall obtain and pay for all necessary permits and approvals from all applicable municipal, state or

federal authorities with jurisdiction over the Project or any aspect thereof, which are necessary to undertake that particular phase of the Project.

- 8.5 The signers below on behalf of Developer represent by their signatures that they represent and have authority to bind all owners of legal and equitable title to the Property.
- 8.6 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the enforceability or validity of the remaining provisions and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.
- 8.7 Recording and Binding Effect. The obligations under this Agreement are covenants that run with the land, and thus bind successors in title of the Property. It is the parties' intent that this Agreement shall be recorded with the Wayne County Register of Deeds. The Developer is responsible for recording this Agreement with the Wayne County Register of Deeds and shall pay all costs associated with the recording of this Agreement.
- 8.8 The City shall reasonably cooperate with prompt issuance of building permits after all the requirements for the issuance of building permits have been met and the City of Plymouth agrees to assist and facilitate the issuing the permits even if tax parcel numbers have not necessarily been assigned to all proposed units at the time requested.

BALANCE OF PAGE INTENTIONALLY BLANK
SIGNATURES AND NOTARIZATION ON FOLLOWING PAGES

APPROVED by Developer and City this ____ day of _____, 2016.

“DEVELOPER”

Pulte Homes of Michigan, a Michigan limited liability company

By: _____
Chris Plumb, Authorized Agent

STATE OF MICHIGAN }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by Mark Menuck, member of Curtis-Plymouth LLC, a Michigan limited liability company.

Printed Name:
Notary Public: _____ County, MI
My commission expires:
Acting in _____ County

CITY OF PLYMOUTH, a Michigan municipal corporation

By: _____
_____, Mayor

And By: _____
_____, City Clerk

STATE OF MICHIGAN }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____, the Mayor, and _____, City Clerk, of the City of Plymouth, a Michigan municipal corporation, for and on behalf of such municipal corporation.

Printed Name:
Notary Public: _____ County, MI
My commission expires:
Acting in _____ County

This document prepared by:

When recorded return to:

DRAFT PUD AMENDMENT

FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT (“Amendment”) is made and entered into this ___ day of ____, 2024, by and between the City of Plymouth, a Michigan municipal corporation, with offices located at 201 S. Main Street, Plymouth, Michigan 48170 (“City”), and Pulte Homes of Michigan LLC, a Michigan limited liability company, with offices located at 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083 (“Developer”).

RECITALS

Developer and the City entered into that certain Planned Unit Development Agreement dated June 5, 2019 and recorded June 28, 2019 in Liber 55128, Page 992, Wayne County Records (“Development Agreement”), pertaining to the real property described in the Development Agreement and on Exhibit A attached hereto (“Phase I Property”).

Pursuant to the terms of the Development Agreement, Developer developed the Phase I Property into a 76 unit attached townhome condominium project known as the Townes at Mill Street (the “Condominium”).

Developer also owns property located adjacent to the Phase I Property to the north which is described on Exhibit B attached hereto (the “Phase II Property”), which it intends to develop into a separate residential condominium project consisting of 29 attached townhome units to be known as Mill Street Towns (the “Future Condominium”).

The Developer has submitted a proposal for a site plan for the Future Condominium and an amended planned unit development plan for the Phase II Property (“Amended PUD Plans”), which were approved by the City Planning Commission on November 9, 2022 and again on February 14, 2024.

Developer and the City now desire to amend the Development Agreement to add the Phase II Property to the Project and provide for development of the Future Condominium under the terms of the Development Agreement and Amended PUD Plans.

Pursuant to Article VII of the Development Agreement, Developer and the City agree to the following amendment to the Development Agreement.

Capitalized terms not defined herein shall have the meaning as set forth in the Development Agreement.

A M E N D M E N T

The Development Agreement is amended as follows:

1. Legal Description: Phase II Property. The Development Agreement is amended to add the Phase II Property described on Exhibit B to the Project. The legal description contained in Exhibit A of the Development Agreement is hereby amended to add the Phase II Property such that the property subject to the Development Agreement shall now consist of the Phase I Property and the Phase II Property.

2. Units. The Development Agreement is amended to provide that the number of residential units to be permitted on the Phase II Property shall be 29 attached condominium units, which will be established as the Future Condominium.

3. Amended PUD Plans. The Phase II Property shall be developed in accordance with the Amended PUD Plans and the terms of the Development Agreement. Except as otherwise stated herein, the Phase I Property is only subject to the Final PUD Plans as defined in the Development Agreement. Before any Certificates of Occupancy are to be issued the following must be provided by the developer: installation of native pollinator habitat to include walkway and fencing as noted in the approved Phase II site-plan (or the posting of a bond or other financial assurances reasonably satisfactory to the City to remain in place until the completion of the installation of native pollinator area)

4. Effect of Amendment. The Development Agreement, as amended by this Amendment continues in full force and effect. The terms of this Amendment supersede any contrary provisions in the Development Agreement. Undefined terms in this Amendment shall have the meaning set forth in the Development Agreement unless the context otherwise requires. The Recitals are incorporated in this Amendment by reference.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year recited above.

[signatures on the following pages]

CITY

CITY OF PLYMOUTH,
a Michigan municipal corporation

By:
Its:

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing Amendment was acknowledged before me by _____,
the _____ of the City of Plymouth, a Michigan municipal corporation, on behalf of the City, on the
_____ day of _____, 2023.

_____, Notary Public

County, Michigan
My Commission Expires: _____
Acting in _____ County

[signatures continue on following page]

DEVELOPER

PULTE HOMES OF MICHIGAN LLC, a Michigan limited liability company

By: _____

Joe Skore

Its: Vice President of Land Acquisition

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Amendment was acknowledged before me by Joe Skore, Vice President of Land Acquisition of Pulte Homes of Michigan LLC, a Michigan limited liability company, on the ___ day of _____, 2023.

_____, Notary Public
_____, County, Michigan
My Commission expires: _____
Acting in Oakland County

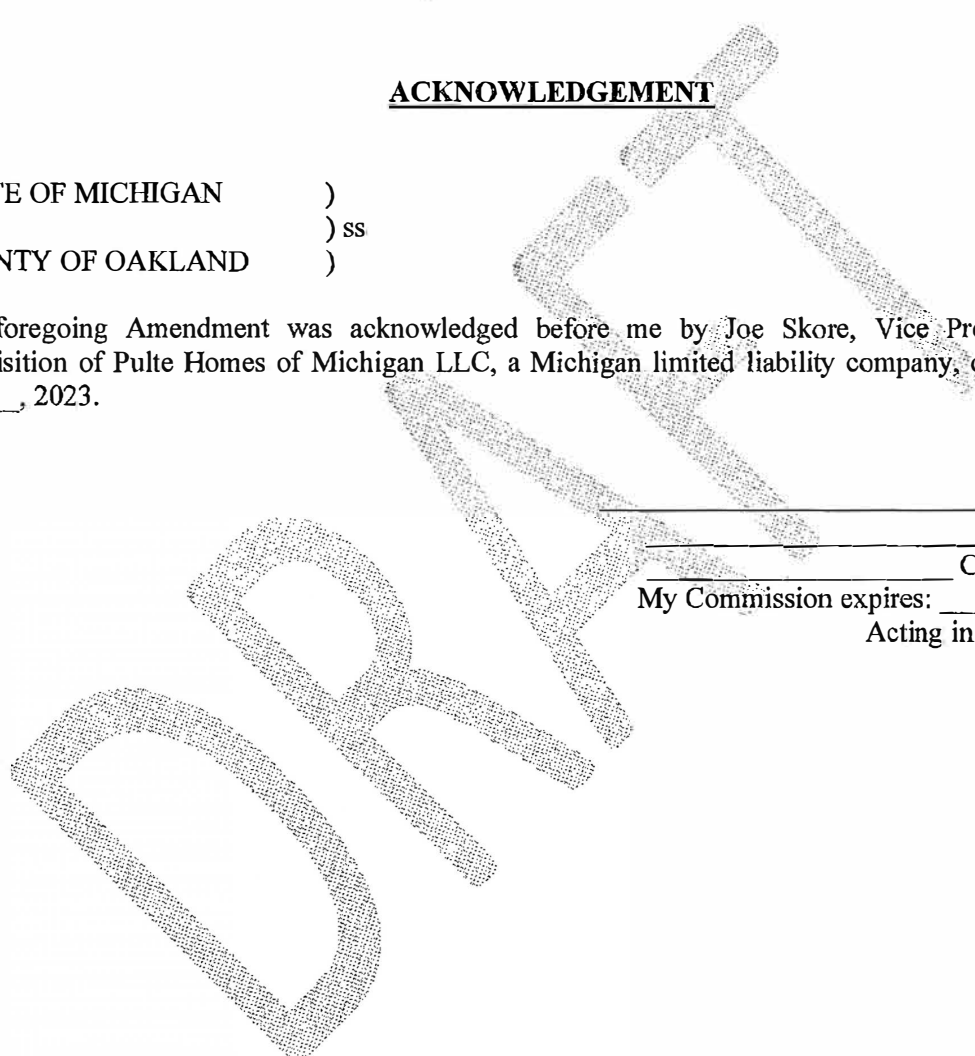


EXHIBIT A

Legal Description of Property

UNITS 1 THROUGH 76, INCLUSIVE, TOWNES AT MILL STREET, according to the Master Deed recorded in Liber 55309, Pages 1268, Wayne County Records, as amended, and designated as Wayne County Condominium Subdivision Plan No. 1131, together with rights in general common elements and limited common elements as set forth in the above-described Master Deed, as amended, and as described in Act 59 of the Public Acts of 1978, as amended.

Tax Parcel ID. Nos.:

DRAFT

EXHIBIT B
Legal Description of Phase II Property

A PARCEL OF LAND SITUATED IN THE CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN BEING PART OF LOTS 653 & 654 OF ASSESSOR'S PLYMOUTH PLAT NO. 18 OF PART OF THE SOUTH 1/2 OF SECTION 26, TOWN 1 SOUTH, RANGE 8 EAST, CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 67, PAGE 27 OF PLATS, WAYNE COUNTY, MICHIGAN, ALSO ALL OF LOT 402 AND PART OF LOTS 362, 363 AND 364 OF ASSESSOR'S PLAT NO. 14 OF PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 1 SOUTH, RANGE 8 EAST, CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 66, PAGE 80 OF PLATS, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS. BEGINNING AT A POINT ON THE WEST LINE OF MILL STREET (66 FEET WIDE) LOCATION SOUTH 88 DEGREES 20 MINUTES 20 SECONDS WEST 33.00 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 26 FROM THE CENTER POST OF SAID SECTION; THENCE SOUTH 02 DEGREES 13 MINUTES 32 SECONDS EAST 0.39 FEET ALONG THE WEST RIGHT OF WAY LINE OF MILL ST. 66' WIDE; THENCE SOUTH 02 DEGREES 24 MINUTES 45 SECONDS EAST 152.93 FEET ALONG SAID WEST RIGHT OF WAY LINE OF MILL ST.; THENCE DUE WEST 683.31 FEET; THENCE NORTH 17 DEGREES 36 MINUTES 07 SECONDS WEST 138.83 TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION, AS MONUMENTED, SAID LINE COMMON TO ASSESSOR'S PLYMOUTH PLAT 18 AND ASSESSOR'S PLYMOUTH PLAT NO. 14 AND AS MONUMENTED; THENCE NORTH 17 DEGREES 43 MINUTES 06 SECONDS WEST 339.86 FEET THENCE NORTH 72 DEGREES 18 MINUTES 39 SECONDS EAST 128.26 FEET; THENCE NORTH 53 DEGREES 31 MINUTES 41 SECONDS EAST 40.00 FEET TO A POINT ON THE EASTERLY LINE OF LOT 362 OF SAID ASSESSOR'S PLYMOUTH PLAT NO. 14; THENCE SOUTH 35 DEGREES 23 MINUTES 32 SECONDS EAST 432.69 FEET ALONG SAID EASTERLY LINE; THENCE NORTH 88 DEGREES 20 MINUTES 20 SECONDS EAST 159.88 FEET ALONG A LINE 25 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 363 OF ASSESSOR'S PLYMOUTH PLAT NO. 14 AND AS MONUMENTED, TO A POINT ON THE EASTERLY LINE OF SAID LOT 363; THENCE SOUTH 34 DEGREES 14 MINUTES 33 SECONDS EAST 29.67 FEET ALONG THE SAID EASTERLY LINE TO THE SOUTHEAST CORNER OF SAID LOT 363; THENCE NORTH 88 DEGREES 20 MINUTES 20 SECONDS EAST 0.93 FEET; THENCE NORTH 50 DEGREES 19 MINUTES 27 SECONDS EAST 129.40 FEET TO THE NORTHWEST CORNER OF LOT 402 OF SAID ASSESSOR'S PLYMOUTH PLAT NO. 14 THENCE NORTH 88 DEGREES 20 MINUTES 20 SECONDS EAST 137.24 FEET ALONG THE NORTH LINE OF SAID LOT 402 TO THE NORTHEAST CORNER OF SAID LOT 402; THENCE SOUTH 02 DEGREES 13 MINUTES 40 SECONDS EAST 79.69 FEET ALONG THE EAST LINE OF SAID LOT 402 TO THE POINT OF BEGINNING.

Tax Parcel Id. No.:006-09-0643-301

Resolution

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

WHEREAS The City Commission has approved Phase II of the Mill Street Towns Planned Unit Development, located at 100 S. Mill St., and

WHEREAS The City administration and Pulte of Michigan have agreed on the terms of the amendment to the Planned Unit Development Agreement approved by the City Commission in 2019, and

WHEREAS The City Attorney has reviewed and approved the enclosed Amendment to the Planned Unit Development agreement,

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby approve the enclosed amendment to the Planned Unit Development Agreement,

NOW BE IT FURTHER RESOLVED THAT the City Commission authorizes and directs the Mayor and City Clerk to execute the amendment to the Planned Unit Development Agreement on behalf of the city.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: *S:\Manager\Sincock Files\Memorandum - Delinquent Charges On The Tax Roll 2024 - 06-03-24.docx*
Date: May 30, 2024
RE: Delinquent Charges on the Tax Roll Summer 2024

Background

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

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

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

Recommendation

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

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



CITY OF PLYMOUTH

www.plymouthmi.gov

201 S. Main
Plymouth, Michigan 48170-1637

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

MEMORANDUM

Date: May 30, 2024
To: Paul Sincock, City Manager
From: John Scanlon, Finance Director/Treasurer
Subject: Delinquent Charges/Transfer to 2024 Summer Tax Roll

Issue: Delinquent Charges

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

The resolution for consideration by the City Commission is attached. This resolution facilitates the delinquent transfers to the 2024 summer tax roll.

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

Requested Action: Approve the resolution to transfer of the delinquent invoices to the 2024 Summer Tax Roll

Attachment(s): Resolution and list of outstanding invoices

THE CITY OF HOMES

twitter.com/PlymouthMIgov

facebook.com/CityofPlymouthMI

May 30, 2024

DELINQUENT CHARGES TO BE PLACED ON SUMMER 2022 TAX ROLL

Water Bills		<u>\$52,384.11</u>
Miscellaneous Charges		<u>\$1,113.00</u>
	FALSE ALARM	\$1,113.00
	SIDEWALK	\$0
	SNOW	\$0
	WEEDS	\$0
Grand Total		<u>\$53,497.11</u>

Maureen Brodie, City Clerk

John Scanlon, Finance Director/
Treasurer

Location Number	Service Address	Calculation Amount	Penalty	Total to Tax
ATHU-000675-0000-02	675 ARTHUR	\$ 738.50	\$ 184.63	\$ 923.13
AUBU-000725-0000-01	725 AUBURN	\$ 915.68	\$ 228.92	\$ 1,144.60
BEES-001048-0000-01	1048 BEECH	\$ 873.10	\$ 218.28	\$ 1,091.38
BLAN-000301-0003-02	301 BLANCHE #3	\$ 567.03	\$ 141.76	\$ 708.79
BLAN-000301-0005-03	301 BLANCHE #5	\$ 1,008.71	\$ 252.18	\$ 1,260.89
BLAN-000301-0007-05	301 BLANCHE #7	\$ 1,860.78	\$ 465.20	\$ 2,325.98
BLAN-000301-0014-02	301 BLANCHE #14	\$ 457.79	\$ 114.45	\$ 572.24
BLUN-000249-0000-01	249 BLUNK	\$ 173.64	\$ 43.41	\$ 217.05
BLUN-000747-0000-01	747 BLUNK	\$ 1,613.37	\$ 403.34	\$ 2,016.71
BURR-000350-0000-01	350 BURROUGHS	\$ 275.11	\$ 68.78	\$ 343.89
CARO-001134-0000-06	1134 CAROL	\$ 516.08	\$ 129.02	\$ 645.10
CARO-001180-0000-02	1180 CAROL	\$ 450.56	\$ 112.64	\$ 563.20
DEES-000733-0000-02	733 DEER	\$ 550.03	\$ 137.51	\$ 687.54
DEES-000741-0000-03	741 DEER	\$ 162.96	\$ 40.74	\$ 203.70
EVEN-000401-0000-01	401 N EVERGREEN	\$ 1,345.70	\$ 336.43	\$ 1,682.13
GLOU-001599-0000-01	1599 GLOUCESTER	\$ 421.80	\$ 105.45	\$ 527.25
HATS-000345-0000-02	345 HARTSOUGH	\$ 1,433.03	\$ 358.26	\$ 1,791.29
HAVN-000610-0000-01	610 N HARVEY	\$ 390.28	\$ 97.57	\$ 487.85
HAVN-000696-0000-01	696 N HARVEY	\$ 337.26	\$ 84.32	\$ 421.58
HAVS-000638-0000-02	638 S HARVEY	\$ 450.56	\$ 112.64	\$ 563.20
HAVS-000649-0000-02	649 S HARVEY	\$ 722.50	\$ 180.63	\$ 903.13
HERA-000672-0000-01	672 HERALD	\$ 625.19	\$ 156.30	\$ 781.49
HOLN-000542-0000-02	542 N HOLBROOK	\$ 451.89	\$ 112.97	\$ 564.86
HOLN-001059-0000-01	1059 N. HOLBROOK	\$ 1,354.70	\$ 338.68	\$ 1,693.38
IRVI-000371-0000-03	371 IRVIN	\$ 773.02	\$ 193.26	\$ 966.28
IRVI-000451-0000-02	451 IRVIN	\$ 1,170.40	\$ 292.60	\$ 1,463.00
IRVI-000518-0000-02	518 IRVIN	\$ 2,258.15	\$ 564.54	\$ 2,822.69
IRVI-000551-0000-02	551 IRVIN	\$ 50.56	\$ 12.64	\$ 63.20
JENS-000616-0000-02	616 JENER	\$ 1,426.33	\$ 356.58	\$ 1,782.91
JOYS-000203-0000-01	203 JOY	\$ 1,209.41	\$ 302.35	\$ 1,511.76
JUNC-001260-0000-01	1260 JUNCTION	\$ 450.56	\$ 112.64	\$ 563.20
JUNC-001290-0000-01	1290 JUNCTION	\$ 1,159.49	\$ 289.87	\$ 1,449.36
KARM-000558-0000-02	558 KARMADA	\$ 432.57	\$ 108.14	\$ 540.71
LIBW-000173-0000-01	173 W LIBERTY	\$ 342.82	\$ 85.71	\$ 428.53
LIBW-000375-0000-02	375 W LIBERTY	\$ 225.28	\$ 56.32	\$ 281.60
LINY-000455-0000-01	455 LINDSAY	\$ 226.61	\$ 56.65	\$ 283.26
MAIS-000336-0000-01	336 S MAIN	\$ 166.70	\$ 41.68	\$ 208.38
MAPL-000523-0000-01	523 MAPLE	\$ 1,561.45	\$ 390.36	\$ 1,951.81
MAPL-000655-0000-01	655 MAPLE	\$ 173.43	\$ 43.36	\$ 216.79
MCKI-000840-0000-01	840 MCKINLEY	\$ 1,231.89	\$ 307.97	\$ 1,539.86
PALM-000906-0000-01	906 PALMER	\$ 398.43	\$ 99.61	\$ 498.04
PARV-000525-0000-02	525 PARKVIEW	\$ 451.89	\$ 112.97	\$ 564.86
PEAE-000162-0000-01	162 E PEARL	\$ 78.61	\$ 19.65	\$ 98.26
PENN-001011-0000-01	1011 PENNIMAN	\$ 2,447.62	\$ 611.91	\$ 3,059.53
ROES-000302-0000-01	302 ROE	\$ 2,016.24	\$ 504.06	\$ 2,520.30
ROSE-000195-0000-01	195 ROSE	\$ 112.64	\$ 28.16	\$ 140.80
SHEN-000324-0000-01	324 N SHELDON	\$ 578.52	\$ 144.63	\$ 723.15
SHES-000539-0000-02	539 S SHELDON	\$ 850.47	\$ 212.62	\$ 1,063.09
SIMP-000912-0000-02	912 SIMPSON	\$ 1,010.50	\$ 252.63	\$ 1,263.13
STAR-000761-0000-01	761 STARKWEATHER	\$ 130.30	\$ 32.58	\$ 162.88
STAR-001069-0000-01	1069 STARKWEATHER	\$ 289.15	\$ 72.29	\$ 361.44
SUTH-001075-0000-01	1075 SUTHERLAND	\$ 225.28	\$ 56.32	\$ 281.60
WING-000743-0000-01	743 WING	\$ 46.76	\$ 11.69	\$ 58.45

WOOD-001320-0000-01	1320 WOODLAND PL	\$	2,690.07	\$	672.52	\$	3,362.59
YORK-000860-0000-01	860 YORK	\$	25.89	\$	6.47	\$	32.36
		\$	41,907.29	\$	10,476.82	\$	52,384.11



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

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January 24, 2024

Alarm ID: 457

AT&T
 1316 W Ann Arbor Rd
 Plymouth, MI 48170

000

This is the Final alarm billing notice for the City of Plymouth. The charges reflect Alarm Systems Ordinance 2000-14. Failure to respond can result in a suspensor agency along with additional involvement with the Treasurer's Office. See Sec 5.

0.00 +

			<u>Charges</u>	<u>Payments</u>	<u>Invoice No</u>
07/28/2023	02:48 PM	Fire	\$300.00	\$0.00	23-457-01
08/24/2023	04:59 AM	Fire	\$500.00	\$0.00	23-457-02

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

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

TO: Treasurer, City of Plymouth

Total Due: \$800.00

Amount Paid: _____

Invoice Number: 23-457-01 & 23-457-02

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

Sec. 54-51. Failure to Pay

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

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



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

March 14, 2024

Alarm ID: 199

Northwestern Energy Investments (Shell)
 129 W Ann Arbor Tr
 Plymouth, MI 48170

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

	<u>Charges</u>	<u>Payments</u>	<u>Invoice No</u>
10/15/2023 01:45 PM Police	\$50.00	\$0.00	23-199-01

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

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

TO: Treasurer, City of Plymouth

Total Due: \$50.00

Amount Paid: _____

Invoice Number: 23-199-01

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

Sec. 54-51. Failure to Pay

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

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



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

January 24, 2024

Alarm ID: 196

Taco Bell
 499 N Main St
 Plymouth, MI 48170

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

	<u>Charges</u>	<u>Payments</u>	<u>Invoice No</u>
08/31/2023 02:25 AM Police	\$50.00	\$0.00	23-196-01

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

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

TO: Treasurer, City of Plymouth

Total Due: \$50.00

Amount Paid: _____

Invoice Number: 23-196-01

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

Sec. 54-51. Failure to Pay

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

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



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

January 24, 2024

Alarm ID: 216

Tim Hortons
 150 Plymouth Rd
 Plymouth, MI 48170

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

			<u>Charges</u>	<u>Payments</u>	<u>Invoice No</u>
02/28/2023	11:00 AM	Police	\$50.00	\$0.00	23-216-01
03/14/2023	01:21 PM	Police	\$100.00	\$0.00	23-216-02

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

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

TO: Treasurer, City of Plymouth

Total Due: \$150.00

Amount Paid: _____

Invoice Number: 23-216-01 & 23-216-02

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

Sec. 54-51. Failure to Pay

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

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

RESOLUTION

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

WHEREAS The City Administration has reported delinquent water charges in the amount of \$52,384.11 and other miscellaneous charges in the amount of \$1,113.00

WHEREAS these delinquent charges totaling \$53,497.11 have remained unpaid and are transferable by City Charter and applicable Ordinances to the summer taxes

NOW, THEREFORE BE IT RESOLVED that the delinquent charges described above be assessed against the property benefitted and placed on the 2024 summer tax roll.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Waste & Recycling Rates 2024 - 25 - 06-03-24.docx
Date: May 29, 2024
RE: Waste & Recycling Rates 2024 - 25 – No Increase

Background

We have had discussion related to the trash cart/bag fees worked through our budget process. Our current solid waste and recycling contract trash cart rates were raised in January of 2020 with the start of the new contract. The rates may need to be reviewed again later in this calendar year, as our contract with our vendor ends on December 31, 2024. The staff at Municipal Services has begun preparing specifications for the new contract. We will note that neighboring communities have been having significant difficulties in having materials picked up as scheduled.

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

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

Recommendation

The City Administration recommends that the City Commission maintain the rate of \$10.25 per month for trash carts and the current \$3.00 rate for trash bags. In addition, we are proposing that the property tax millage rate be maintained at 1.82 mills (*no increase in millage since 2016 – 17*). We have attached a proposed Resolution for the City Commission to consider regarding this matter. Should you have any questions in advance of the meeting please feel free to contact me.



CITY OF PLYMOUTH

www.plymouthmi.gov

201 S. Main
Plymouth, Michigan 48170-1637

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

MEMORANDUM

Date: May 28, 2024
To: Paul J. Sincock, City Manager
From: John Scanlon, Finance Director
Subject: Waste and Recycling Rates

Issue: Proposed Waste and Recycling Rates – 2024-25 City Budget

Analysis: Enclosed are pages 61 through 63 of the proposed 2024-25 City budget, which pertains to the determination of proposed waste and recycling service rates to begin on July 1, 2024 for the new fiscal year.

The waste and recycling services of the City are funded by three sources: an operating millage rate, cart user rates for the disposal of waste and recycling and bag sales for those who opt out of the cart disposal program. The City is authorized to levy up to 3 mills under a state statute for waste and recycling purposes. However, since the millage levy is an operating levy, the 3-mill cap is subject to the Headlee Amendment and has been rolled back from 3.0000 mills to 2.0599 for the 2024-25 budget.

Unlike its impact on the General Fund, this Headlee limit has no effect on system revenues because the current levy is only 1.8200 mills, which is well below the Headlee cap. Page 63 provides an updated history since 2003 of the key revenues funding this service, primary expenditure categories, and year-end fund balances, along with rates for taxes, bags and carts. The operating taxes generate 68% of system revenues while bags and cart fees amount to 32% of revenues. The rates proposed in the 2024-25 budget have been in effect since January 1, 2020, for bag fees at \$3.00 per bag and cart fees at \$10.25 per month, and the proposed millage rate of 1.82 mills has been the same since 2016-17.

The Waste & Recycling Fund is in excellent financial health, with a projected fund balance in excess of \$1,200,000 for 2024. The budget, as presented, shows no proposed increase in any of the three rates for this fund. However, the current Waste and Recycling contract is set to expire at the end of 2024, and at that time, there may be a need for a rate adjustment.

Requested Action: Approve the 2024-25 Waste and Recycling Rate Resolution

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

THE CITY OF HOMES

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Waste & Recycling Rate Determination

The City offers waste and recycling services to its residents. Plastic, paper, and yard waste are collected weekly, alongside the regular waste disposal schedule. In 2014, the City transitioned to an automated cart system for waste and recycling collection on a weekly basis, a change that was well received by residents. Additionally, the City periodically arranges for the disposal of brush, cut branches, and larger waste materials.

Starting from the 2009/10 fiscal year, the City was no longer responsible for long-term debt associated with the capping of a former City-operated landfill located at Chubb Road and Five Mile Road in Salem Township. However, the City may still incur future financial obligations related to the monitoring and maintenance of this former waste facility.

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

Before December 2004, the system was solely funded through taxes and the sale of bags and/or tags. In the fiscal year 1992/93, taxes covered nearly 68% of the costs, while 29% came from the sale of bags, tags, and other user charges. Since then, funding has occasionally shifted between taxes and user fees but has generally remained supported by taxes at around 2/3 of the total.

Historically, the administration aimed to align tax support with recycling service costs and landfill debt service, relying on user fees to cover waste removal costs. Recycling costs typically represented less than 20% of the total operational costs. However, following the implementation of the new contract in 2020, recycling's share of the cost has increased. Given that the millage rate for this service under Public Act 298 of 1917 is subject to Headlee rollbacks as an operating millage, it is prudent to consistently monitor the current rate structure of this fund.

It is generally recommended by the administration to decrease reliance on taxes by transitioning financing to user-based charges that more accurately reflect the total costs of providing this service.

Public Act 298 permits the levy of up to 3 mills for waste removal services. However, due to Headlee rollback provisions, the maximum authorization has been reduced from 3 mills to 2.0596 mills. In fiscal year 2014/15, the City Commission raised the levy for this service from 1.72 mills to 1.92 mills. However, due to the solid financial performance of the fund for that year and 2015/16, the millage rate was reduced to 1.82 mills for fiscal year 2016/17. Since 1993, millage rates for this service have fluctuated, ranging from a low of 1.25 mills to a high of 1.97 mills in 2006.

In April 2010, the administration transferred street sweeping and tree removal and replacement services from the Major and Local Street Funds to the Waste and Recycling Fund. This led to an increase in refuse cart rates from \$7.15 per month to \$9.42 per month, a rate that

remained steady for four consecutive fiscal years until July 1, 2013. That year, the expected increase in contract rates for waste and recycling pickup, combined with six consecutive years of reduced tax revenues, prompted an increase in the cart rate from \$9.42 per month to \$10.00 per month.

This rate persisted into fiscal year 2014/15, at which point a new, slightly lower rate of \$9.50 was introduced. This adjustment reflected lower waste removal costs and slightly higher recycling costs in the new contract. With the adoption of our most recent contract, recycling costs continued to climb, leading to the implementation of a new rate of \$10.25 beginning January 2020.

For the new fiscal year, the City still contends with financial pressures stemming from rising liabilities linked to legacy costs, alongside funding for contract cost increases included in the waste and recycling contract, which is set to expire at the end of 2024. Despite these challenges, the Waste & Recycling Fund has accrued a stable fund balance over the years.

Considering this financial stability, no changes are proposed to either tax rates or service charges for the current year. Our recommendation is to maintain the current millage rate of 1.82 mills, the cart rates of \$10.25 per month, and the rate of \$3.00 per bag.

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

Waste & Recycling Fund History - Key Financial Factors

Fiscal Year Ending	INCOME					EXPENSES					RESERVES	RATES			
	Operating Taxes	Bag / Tag Revenue	Cart Revenue	Other Income	Total Income	Personnel Costs	Contract Costs	Landfill Debt	Other Costs	Total Expenses	Year End F/B	Taxes	Bags Tags	Carts per/mo	Pct. Change
2003	565,413	160,021	N/A	11,745	737,179	136,201	450,887	75,508	115,684	778,280	87,941	1.50	1.00	N/A	N/A
2004	726,023	202,097	N/A	14,486	942,606	245,462	401,019	75,508	225,903	947,892	82,655	1.80	1.50	N/A	N/A
2005	720,106	161,982	N/A	21,328	903,416	204,055	418,629	75,508	163,567	861,759	124,312	1.80	1.50	N/A	N/A
2006	715,056	13,304	206,003	37,453	971,816	215,126	427,587	75,508	217,840	936,061	160,067	1.74	1.80	6.28	N/A
2007	846,988	12,188	220,114	35,040	1,114,330	289,308	446,727	75,508	235,597	1,047,140	227,257	1.97	2.25	6.50	4%
2008	835,475	10,393	239,750	31,364	1,116,982	344,036	441,407	64,970	273,019	1,123,432	220,807	1.90	2.25	6.93	7%
2009	763,050	8,541	249,494	22,117	1,043,202	175,263	462,844	-	232,067	870,174	393,835	1.72	2.25	7.15	3%
2010	756,833	7,137	267,098	10,195	1,041,263	223,699	476,375	-	262,807	962,880	472,218	1.72	2.25	7.15	0%
2011	734,418	9,196	338,885	10,835	1,093,334	238,843	486,855	-	309,283	1,034,981	530,570	1.72	3.00	9.42	32%
2012	717,177	7,365	343,473	12,049	1,080,064	253,090	497,705	-	317,894	1,068,689	541,946	1.72	3.00	9.42	0%
2013	705,136	7,276	348,314	11,660	1,072,386	270,456	502,979	-	308,075	1,081,510	532,822	1.72	3.00	9.42	0%
2014	720,263	5,455	370,305	12,152	1,108,175	258,874	542,555	-	314,671	1,116,100	524,897	1.72	3.00	9.42	0%
2015	815,876	6,570	356,777	11,287	1,190,510	288,580	481,404	-	365,945	1,135,929	579,479	1.92	3.00	9.50	1%
2016	835,873	4,599	354,567	10,842	1,205,881	256,492	455,363	-	349,142	1,060,997	724,363	1.92	3.00	9.50	0%
2017	803,578	4,393	353,489	12,516	1,173,976	290,086	482,908	-	406,198	1,179,192	719,147	1.82	3.00	9.50	0%
2018	875,181	5,269	360,584	14,502	1,255,535	269,606	463,386	-	390,476	1,123,469	851,213	1.82	3.00	9.50	0%
2019	964,406	5,281	369,900	24,524	1,364,110	307,195	403,012	-	592,478	1,302,684	912,639	1.82	3.00	9.50	0%
2020	1,110,502	4,256	388,950	35,368	1,539,076	311,931	576,730	-	459,613	1,348,274	1,103,441	1.82	3.00	10.25	8%
2021	1,092,265	5,034	397,871	29,595	1,524,766	312,352	541,217	-	496,516	1,350,085	1,278,122	1.82	3.00	10.25	0%
2022	1,136,770	3,926	398,360	36,052	1,575,109	306,403	959,400	-	198,971	1,464,774	1,388,457	1.82	3.00	10.25	0%
2023	1,210,532	3,753	402,338	51,229	1,667,851	379,291	739,840	-	602,593	1,721,724	1,334,583	1.82	3.00	10.25	0%
*2024	1,137,185	3,183	273,213	32,570	1,446,151	233,157	337,389	-	171,532	742,078	2,092,531	1.82	3.00	10.25	0%
**2024	1,137,185	4,775	409,820	48,855	1,600,635	349,736	506,084	-	257,297	1,113,117	1,875,975	1.82	3.00	10.25	0%
PROPOSED 2025	1,280,210	5,000	415,050	90,735	1,790,995	400,950	750,000	-	679,960	1,830,910	1,836,060	1.82	3.00	10.25	0%

* Through first eight months of fiscal year 2023 / 24

** Projected through June 30, 2024

Resolution

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

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

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

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

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

WHEREAS The maximum operating rate for the levy of 2024 is 2.0599 mills pursuant the requirement of the Headlee Amendment; and

WHEREAS The City Commission, after reviewing the financial condition of the Waste & Recycling Fund at a budget study session concluded that the operating millage rate for the 2024-25 can be maintained at 1.82 mills without causing significant adverse financial impact;

NOW THEREFORE BE IT RESOLVED THAT, the City Commission of the City of Plymouth does hereby adopt the current rate of \$10.25 per month for trash cart and \$3.00 per trash bag for solid waste disposal and that this rate shall be effective on July 1, 2024;

BE IT FURTHER RESOLVED THAT, the City Commission for the City of Plymouth hereby establishes a rate of 1.82 mills to be used to provide tax support for operation of the Waste & Recycling Fund for the 2024-25 Fiscal Year and that such millage rate be incorporated into the City's Annual Budget.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Water & Sewer Rates - Rate Card #27 - 06-03-24.docx
Date: May 31, 2024
RE: Water & Sewer - Rate Card #27

Background

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

The City Finance Director John Scanlon has reviewed the new rate structures from Great Lakes Water Authority and Wayne County. In addition, we have reviewed the financial condition of the system. We also discussed this issue at the April Budget Study Session. The recommendation is to raise rates to meet the new requirements for flat rate services and increases in water and sewer use fees from Great Lakes Water Authority (GLWA) and fund our on-going upgrades to our water and sewer system. The proposal would increase rates by approximately 4%.

A home using 18,000 gallons of water per quarter would see an increase of \$9.72 per quarter. Their water bill would go from \$277.96 to \$287.68 per quarter. In 1999 the city saw rate increases of 27% in a single year. That was followed by a 9% in 2000, then a 10% increase in 2001. A complete history of the rate increases is attached to this packet. The new rate will cost the users of the system \$. per gallon of water.

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

We will need to continue to monitor water usage as we seen that late spring rains have caused a later than normal startup of sprinkler systems. We need to be aware of usage due to contract restrictions on volume of water and time of day use of water, as it relates to peak hour/peak day usage as well as overall gallons purchased.

Recommendation

The City Administration recommends that in order to comply with the 1999 Ordinance the City Commission should adopt Rate Card #27, effective July 1, 2024.

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



CITY OF PLYMOUTH

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MEMORANDUM

Date: May 31, 2024
To: Paul J. Sincock, City Manager
From: John Scanlon, Finance Director
Subject: Water and Sewer Rates

Issue: Proposed Water and Sewer Rates – 2024-25 City Budget

Analysis: The Great Lakes Water Authority (GLWA), formerly known as the Detroit Water and Sewer Department (DWSD), conducts an annual review and adjustment of its rates for all services early each year, with the changes taking effect at the beginning of the City's fiscal year on the first of July. In the 2014/15 fiscal year, DWSD initiated a new rate structure proposal aimed at simplifying and stabilizing future customer rates. This new structure, based on average historical costs, was originally intended to remain constant for a three-year period until fiscal year 2016/17. However, due to the significant shift in rate structuring and the impact of the Detroit bankruptcy proceedings on DWSD, the feasibility of maintaining fixed rates for three years was already in doubt.

The rates that became effective on July 1, 2014, resulted in a 5.3% increase for water charges and a 0.88% increase for sewer charges. However, over the following two years, sales volumes from GLWA experienced a notable decline for various reasons, including weather conditions, customer response to rate hikes, and increased ecological awareness.

In response to reduced consumption and the lack of stabilizing funding within the system, further adjustments to the financing system have been implemented. These adjustments include a 20% shift in revenues from the commodity-based charge system (based on water and sewer consumption rates) to the fixed-cost system, along with the establishment of overall rate goals aiming to generate 4% increases in revenue requirements.

Following the rate adjustment, the City of Plymouth experienced a significant 78% increase in fixed monthly fees, while the commodity rate decreased by 23%. As a result, our total fixed charges now constitute 60% of the total charges, with the commodity rate comprising the remaining 40%. Initially, the GLWA aimed to transition gradually to a 100% fixed-rate structure to enhance their revenue estimates. However, there has been no indication of this transition occurring in the immediate future.

The annual cost to the City for water and wastewater removal services from GLWA amounts to approximately \$2.9 million, representing about 59% of the total Water and

THE CITY OF HOMES

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Sewer Fund budget of \$5 million. The remaining portion of the water and sewer budget is allocated to various expenses, including local staffing for maintenance of services and mains within the City, debt service on \$220,000 of outstanding bonds, funding of capital infrastructure projects, the purchase of an additional 13 cubic feet of sewer capacity from WTUA (Western Townships Utilities Authority), and the maintenance of essential cash reserves due to the capital-intensive nature of these services.

In recent years, the City Commission has prioritized establishing rates that not only keep pace with the cost increases passed on by Detroit and Wayne County (now GLWA) but also allow for the accumulation of reserves. These reserves serve to offset unforeseen expenditures and provide funding for capital improvements to infrastructure, particularly in connection with the City's Street reconstruction program.

The fiscal year-end cash reserves have shown significant growth, increasing from \$63,593 on June 30, 2000, to \$1,778,628 on June 30, 2023. During the current 2023/24 fiscal year, water and sewer operations will transfer \$800,000 to the Water and Sewer Capital Improvement Fund, partly to facilitate repairs and replacement of both water and sewer mains as part of the 2023 street construction plan. An additional \$870,000 is budgeted in the 2024/25 budget to provide essential capital funding to support construction projects related to the 2019 street construction bond ballot proposal.

The following page contains the recommendation from the City Administration, which is based on updated data through April 2024. This recommendation will be presented to the City Commission during a regular Commission meeting scheduled for June 3, 2024. The recommendation advises the adoption of the proposed rate increase of \$0.54 per thousand gallons of water consumed.

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

	R-T-S Charge	Water Charge	Sewer Charge	Total Charge
Existing Average Costs	\$11.56	\$116.64	\$149.76	\$277.96
Proposed Average Costs	\$11.56	\$123.12	\$153.00	\$287.68

The following proposed resolution is presented providing for the adoption of Rate Card #27, effective July 1, 2024. The recommendation and this resolution will be presented to the City Commission for acceptance at their regular meeting to be held on June 3, 2024.

Requested Action: Approve the 2024-25 Water and Sewer Rate Resolution

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

Water / Sewer Rate Analysis

Rate or Cost Item	Rate / Cost Charged as of 07/01/23 per Mcf	Proposed Rate Charged as of 07/01/24 per Mcf	Rate / Cost Increase per Mcf	Rate / Cost Increase Converted per 1000 gallons	Estimated Usage Gallons X 1000	Cost Inc / (Dec) from prior year	Rate Inc / (Dec) Required	% Increase over Prior Year
Water Usage Rate	\$ 11.10	\$ 11.58	\$ 0.48	\$ 0.06417	310,000			
Water Usage Rate Converted to Fixed Costs	\$ 495,060	\$ 512,994	\$ 17,934	N/A	N/A	\$ 17,934		3.62%
Fixed Water Charge	\$ 753,600	\$ 770,400	\$ 16,800	N/A	N/A	\$ 16,800		2.23%
Sewer Usage Rate	\$ -	\$ -	\$ -	\$ -	305,000			
Sewer Usage Rate converted to Fixed Cost	\$ 1,509,934	\$ 1,540,133	\$ 30,199	N/A	N/A	\$ 30,199		2.00%
Fixed Administrative Costs	\$ -	\$ -	\$ -	N/A	N/A	\$ -		
Fixed Excess Flow Charges	\$ -	\$ -	\$ -	N/A	N/A	\$ -		
TOTAL RATE/FIXED COST CHANGES	\$ 2,758,594	2,823,527	64,933			\$ 64,933	\$ 0.21	2.35%
OTHER OPERATING COST CHANGES	\$ 2,422,445	\$ 2,439,230	\$ 16,785	N/A	N/A	\$ 16,785	\$ 0.05	0.69%
DEBT SERVICE COSTS								
1999 A Revenue Bonds	\$ -	\$ -	\$ -			\$ -		
1999 B Revenue Bonds	\$ -	\$ -	\$ -			\$ -		
1999 C Revenue Bonds	\$ -	\$ -	\$ -			\$ -		
2003 LTGO Bonds	\$ -	\$ -	\$ -			\$ -		
2012 LTGO Refunding Bonds	\$ -	\$ -	\$ -			\$ -		
2015 LTGO Capital Improvement Bonds	\$ 205,000	\$ 220,000	\$ 15,000			\$ 15,000		
RVSDP SRF Debt	\$ 15,292	\$ 15,292	\$ -			\$ -		
WTUA Assignment of Additional Capacity	\$ 187,912	\$ 187,912	\$ -			\$ -		
TOTAL DEBT SERVICE COST CHANGES	\$ 408,204	\$ 423,204	\$ 15,000			\$ 15,000	\$ 0.05	3.67%
CAPITAL OUTLAY COSTS								
Direct Funding of Capital Outlay Costs	\$ 800,000	\$ 870,000	\$ 70,000			\$ 70,000		8.75%
Estimated net change for Capital Payments	\$ -	\$ -	\$ -			\$ -		0.00%
TOTAL CAPITAL OUTLAY COST CHANGES	\$ 800,000	\$ 870,000	\$ 70,000			\$ 70,000	\$ 0.23	8.75%
AMOUNT NEEDED FOR ADDITIONAL CASH RESERV	\$ -	\$ -	\$ -			\$ -	\$ -	
TOTAL RATE AND FIXED COST INCREASES						\$ 166,718	\$ 0.54	n/a
COST INCREASE CONVERTED TO RATE /1000 GALLONS*						\$ 0.54		
CURRENT COMBINED WATER/SEWER RATE						\$ 14.80		
RATE NEEDED TO COVER 2024 / 2025 COST - INCREASE/DECREASE*						\$ 15.34	\$ 0.54	3.63%
RATE RECOMMENDED FOR 2024 / 2025						\$ 15.34	\$ 0.54	3.63%

Existing Rates:	Water - \$ 6.48	Sewer - \$ 8.32
* Proposed Changes:	Water - \$.36	Sewer - \$.18
Proposed Rate:	Water - \$ 6.84	Sewer - \$ 8.50

* Water rate increase effective as of 7/1/2024

WATER / SEWER FUND HISTORY - KEY FINANCIAL FACTORS

Fiscal Year Ending	INCOME AND RETAINED EARNINGS					MAJOR COSTS			LIQUIDITY		RATES			
	Operating Revenues	Operating Expenses	Operating Income	Net Income	Retained Earnings	Water Purchases	Sewer Charges	Capital Expenses	Year End Cash	Working Capital	Water	Sewer	Total	% Chg
1999	2,062,266	2,256,977	(194,711)	(249,571)	991,556	437,280	591,025	230,299	122,627	348,673	2.21	2.81	5.02	27%
2000	2,542,426	2,178,416	364,010	(254,395)	1,245,951	449,646	587,465	498,218	63,593	757,217	2.36	3.10	5.46	9%
2001	2,618,902	2,287,079	331,823	164,644	1,410,595	464,919	700,286	274,433	276,965	974,064	2.59	3.41	6.00	10%
2002	2,658,255	2,360,052	298,203	168,351	1,578,946	500,939	662,529	601,226	210,951	650,258	2.97	3.92	6.89	15%
2003	3,187,916	2,681,534	506,382	354,976	4,098,083	603,118	734,352	1,230,870	52,818	568,697	3.48	4.60	8.08	17%
2004	3,371,611	2,516,438	855,173	692,628	4,838,561	521,532	739,039	526,693	139,269	697,884	3.85	5.09	8.94	11%
2005	3,626,127	2,465,945	1,160,182	977,847	5,891,408	552,375	701,897	447,367	1,010,173	1,699,108	4.01	5.30	9.31	4%
2006	3,700,885	2,337,178	1,363,707	1,254,615	7,217,229	504,564	675,451	266,263	2,078,171	2,806,013	4.10	5.41	9.51	2%
2007	3,683,801	2,598,151	1,085,650	1,027,252	8,244,481	544,535	719,121	468,221	2,392,406	3,268,813	4.10	5.41	9.51	0%
2008	3,774,116	2,546,347	1,227,769	1,188,659	9,433,140	582,815	759,442	193,512	3,096,238	3,695,497	4.10	5.41	9.51	0%
2009	3,717,993	2,342,181	1,375,812	1,232,232	10,665,372	504,719	722,807	1,579,599	3,113,910	3,852,983	4.38	5.77	10.15	7%
2010	3,795,597	2,504,049	1,291,548	1,116,021	11,781,393	534,025	779,550	644,442	3,523,224	4,334,767	4.38	5.77	10.15	0%
2011	3,738,598	2,782,379	956,219	787,603	12,568,996	611,852	919,812	776,840	4,077,552	4,803,148	4.38	5.77	10.15	0%
2012	3,802,831	3,176,187	626,644	624,371	13,193,367	712,073	1,125,479	741,562	4,411,879	5,102,600	4.48	5.88	10.36	2%
2013	4,073,087	3,189,808	883,279	818,950	14,012,317	758,441	1,190,114	1,021,290	4,594,220	5,053,603	4.67	6.04	10.71	3%
2014	3,826,287	3,412,434	413,853	353,878	14,366,195	778,262	1,211,867	448,467	4,712,344	5,404,392	4.75	6.14	10.89	2%
2015	3,718,733	3,404,533	314,200	218,083	14,584,278	771,022	1,220,795	1,372,324	4,533,524	4,371,981	4.94	6.40	11.34	4%
2016	3,903,433	3,530,272	373,161	286,510	14,870,788	940,365	1,224,437	1,125,260	4,729,311	5,157,647	4.94	6.40	11.34	0%
2017	4,101,995	4,040,101	61,894	301,612	15,172,400	1,024,478	1,242,108	183,831	4,724,978	5,336,563	5.07	6.56	11.63	3%
2018	3,987,919	3,980,555	7,364	73,016	15,245,416	1,057,627	1,236,322	53,286	4,781,535	5,252,142	5.26	6.81	12.07	4%
2019	4,574,418	4,185,770	388,648	330,824	15,576,240	1,067,572	1,215,005	1,075,037	4,722,532	5,113,249	5.33	6.90	12.23	1%
2020	4,357,880	4,401,037	(43,157)	(1,085)	15,575,155	1,091,128	1,363,630	284,230	4,925,293	5,144,951	5.35	6.90	12.25	0%
2021	4,467,334	4,784,585	(317,251)	(327,701)	15,247,454	1,129,193	1,804,810	737,992	3,753,932	4,384,565	5.35	7.37	12.72	4%
2022	4,554,855	4,808,749	(253,894)	(259,642)	14,987,812	1,140,814	1,742,626	929,255	2,789,046	3,438,148	5.71	7.37	13.08	3%
2023	4,644,262	2,088,684	2,555,578	(299,707)	14,688,105	1,233,063	1,622,222	1,873,658	1,312,370	1,568,628	6.10	7.81	13.91	6%
*2024	4,279,187	2,575,201	1,703,986	(592,621)	14,982,534	957,924	1,338,682	889,667	1,971,641	2,473,732	6.48	8.32	14.80	6%
**2024	6,418,780	3,862,801	2,555,978	2,532,578	16,898,773	1,436,886	2,008,023	1,023,000	6,238,889	6,803,949	6.48	8.32	14.80	6%
PROPOSED 2025	5,453,525	2,394,730	3,058,795	2,980,255	17,962,789	1,304,430	1,754,365	1,090,000	8,129,144	10,199,284	6.84	8.50	15.34	4%

* Through ten months of fiscal year 2023/24
 ** Projected through June 30, 2024

Effective July 1, 2024

City of Plymouth Water and Sewer Rate Card # 27					
Water Rate		Sewer Rate		Minimum Billing: 4,000 Gallons	
Per 1000 Gallons		\$6.84	\$8.50		
Ready to Serve Charges Quarterly Fees		Water Tap Fees Plus Time and Material for City Inspections, Supervisors and Crew		Sanitary Sewer Tap Fees/ Storm Sewer Tap Fees Plus Time and Material for City Inspections, Supervisors and Crew	
Meter Size	Charge	Tap Size	Charge	Tap Size	Charge
		Up to and including 1" Tap	\$3,530.00	Up to and including 6" Tap	\$10,000.00
5/8"	\$11.56				
3/4"	\$13.00	1.5" Tap	\$3,750.00	8" Tap	\$25,000.00
1"	\$19.76	2" Tap	\$6,515.00	10" Tap	\$40,000.00
1.5"	\$39.65	3" Tap	\$11,410.00	12" Tap	\$55,000.00
2"	\$62.92	4" Tap	\$19,274.00	14" Tap	\$70,000.00
3"	\$117.96	6" Tap	\$38,792.00		
4"	\$185.22	8" Tap	\$50,000.00		
6"	\$389.20	For Sizes Not Listed Multiply Tap Diameter By \$8125.00			

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

ADDITIONAL SEWER FEES

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

CONSTRUCTION PURPOSES

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

Service Pipe Size	Charge
3/4"	\$50.00
1"	\$60.00
1.5"	\$85.00
2"	\$115.00
3"	\$165.00
4"	\$195.00
6"	\$388.00
8"	\$750.00

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

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

TAPS RESTRICTED

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

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

Resolution

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

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

WHEREAS the Great Lakes Water Authority has imposed rate adjustments for wholesale water and sewer service charges to the City of Plymouth effective July 1, 2024, and

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

WHEREAS total estimated costs for operations and capital needs for fiscal year 2024-25 have remained stable from those for fiscal year 2023-24.

NOW, THEREFORE, BE IT RESOLVED THAT; the City Commission of the City of Plymouth does hereby adopt Water and Sewer Rate Card #27 (attached to this resolution) to be effective for all services beginning on July 1, 2024, establishing a water rate \$6.84 per 1,000 gallons consumed and a sewer rate of \$8.50 per 1,000 of water consumed for fiscal year 2024-25.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby directed to publish Water and Sewer Rate Card #27 to inform the residents of the newly established rate structure.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Liability Insurance Coverage 06-03-24.docx
Date: May 28, 2024
RE: Property and Liability Insurance Coverage Fiscal 2024 - 25

Background

Every year the City of Plymouth "shops" our property and liability insurance coverage. Our Agent of Record from HUB International assists us in this endeavor. We look towards the private sector for insurance coverage as we tend to get better coverage than with the municipal "pools" from either the MML or MMRMA pools. The easy way out is to simply use the "pool" insurance, but we feel based on our risks, our history and the value of our properties that the private sector provides us better value risk management.

We obviously have some high-risk coverage, and we are a 24/7 – 365 operation with streets, cemeteries, police, fire, water and sewer systems, recreational facilities and programs and so on. We also have some specific contractual requirements for insurance and naming others as additional insured as a result of our Inter-Local Agreements.

The renewal Proposal for the entire Package from Hub International is \$305,672 and includes Property & Liability coverage and supplemental policies for Liquor, Cyber, Athletic and Public Officials Bond. This is an approximate 6.3% increase over the current year's policy.

To give some perspective, we paid just over \$198,143 in 2008-09 for our insurance coverage with Travelers. The 2024 - 25 renewal is about \$107,500 more than we paid 18 years ago, but we have also increased our coverages, dealt with changes in Michigan's No-Fault law, added a fire department and all related equipment, as well as having a significant increase in our building values over that period of time.

HUB International does a market study each year to ensure the values of City property are in line with the market. Periodically they will provide an in-depth appraisal of our properties and this year it was determined that some of our facilities needed adjustments to be more in line with Plymouth's rising values.

The City's rates are developed and affected by the overall marketplace, our loss experience, policies, supervision, training and our efforts related to liability reduction. The results of the review of these areas along with some other information gathered by the insurance company determines our final rates. We have provided a multi-year history of our coverages and costs as additional

background. We have also attached a memorandum from Maureen Brodie related to Insurance Renewal that provides some more information.

In short, HUB International provides good value for our needs and we have a proven track record of service. Insurance is all about risk management and as a municipality we have had several "interesting" claims over the years. Having good coverage in place is critical to maintain the city operations. The fire claim from 2013 is an excellent example of having the right coverage, which allowed us to move quickly on the repairs to the building and the replacement of the vehicle and equipment.

Our staff spends a considerable amount of time working with our insurance carriers to reduce our liability and protect our properties. Considering our wide range of activities and the open nature of our parks and public facilities, the number of employees, and the dangerous work that we perform, our insurance rates have shown that the investment of time and effort, having policies, supervision and training in place, all helps to reduce liability, increase safety and has provided results.

We do have an additional 43 pages of information from the Insurance Company, which provides details on specific coverages, how claims are handled, ratings, authorized vehicle driver's information, security processes/information and more. In an effort to save copying and the security of some of that information we have not included it with the City Commission packet.

RECOMMENDATION:

The City Administration recommends that the City Commission accept the Renewal from our agent at HUB International. This carrier has a proven track record with the city that has resulted in excellent claim processing; they have worked extremely hard with the city staff in order to provide excellent coverage.

Again, Maureen Brodie has done an outstanding job of reviewing the proposal and it is the City Administration's opinion that the proposal submitted by HUB International Insurance will best meet our insurance needs as we move forward. We have attached a proposed Resolution for the City Commission to consider regarding this matter. Should you have any questions in advance of the meeting please feel free to contact either Maureen or myself.

RESOLUTION

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

WHEREAS The City of Plymouth operates a number of vehicles and buildings and there is a need to ensure 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 year) is \$305,672.

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, as well as supplemental policies with a total annual premium to HUB International in an amount not to exceed \$305,672. Funding for these premiums is authorized from the various funds as determined by the City's budget.

Premium Summary

City of Plymouth
July 1, 2024

Coverage	2023 - 24 Expiring	2024 - 25 Renewal	% Change	Notes
Property & Equipment Breakdown	Trident	Trident		
Exposure (TIV)	\$ 42,289,761	\$ 43,981,354	4.00%	
Rate	\$ 0.21	\$ 0.22	4.00%	
Premium	\$ 89,949	\$ 97,286	8.16%	
General Liability Premium	\$ Trident 31,296	\$ Trident 35,401	13.12%	GL, EPL & PO are rated on Net Expenditures Net Expenditures increased by 8% from 2023 to 2024
Employment Practices Liab Premium	\$ Trident 11,536	\$ Trident 13,571	17.64%	
Public Officials Liability Premium	\$ Trident 6,417	\$ Trident 7,696	19.93%	
Law Enforcement Liability Premium	\$ Trident 27,432	\$ Trident 29,971	9.26%	
Auto Exposure (Units)	Trident 51	Trident 47	-7.84%	
Rate	\$ 1,431.55	\$ 1,471.96	2.82%	
Auto Liability & Physical Damage Premium	\$ 73,009	\$ 69,182	-5.24%	
Umbrella Premium	\$ Trident 26,649	\$ Trident 30,077	12.86%	
Inland Marine Exposure (Units)	Trident \$ 1,337,136	Trident \$ 1,388,888	3.87%	
Rate	\$ 0.00	\$ 0.00	2.21%	
Premium	\$ 2,969	\$ 3,152	6.16%	
Crime Premium	\$ Trident 976	\$ Trident 1,001	2.56%	2024 Employee Count - 10 2023 Employee Count - 10
Total Package Premium	\$ 270,233	\$ 287,337	6.33%	
Liquor Liability Premium	\$ Star Insurance Co 774	\$ Star Insurance Co 774	0.00%	TRIA Rejected for 23 - 24
Athletic Accident Policy Premium	\$ Mutual of Omaha 4,899	\$ Mutual of Omaha 5,425	10.74%	23/24 Participant Count: 410 24/25 Participant Count: 485 Increase 18.3%
Cyber Liability Premium	\$ CFC 12,250	\$ CFC 11,675	-4.69%	CFC-Cyber (current carrier)
	\$ CFC 12,250	\$ THMCC 7,804	-36.29%	THMCC-Cyber
Public Officials Bond Premium	\$ Auto Owners 461	\$ Auto Owners 461	0.00%	Bond is for: Clerk: Maureen Brodie Treasurer: John Scanlon
Grand Total Premium	\$ 288,617	305,672 301,807	5.91% 4.57%	CFC-Cyber THMCC-Cyber

Terrorism Premium Rejected for 23 - 24

Disclaimer: This proposal contains only an overview of the insurance coverages set forth herein. It is your responsibility to carefully and completely review any insurance policy placed by Hub International Midwest on your behalf for coverages, conditions and exclusions. In the event of any inconsistency between this proposal and the terms of any policy placed on your behalf by Hub International Midwest, the terms of the policy will prevail.



CITY OF PLYMOUTH

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

www.plymouthmi.gov

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

To: Paul J. Sincock, City Manager
From: Maureen Brodie, City Clerk/Benefits Admin
Date: 5/22/2024
Re: 2024-25 Property & Liability Insurance Renewal

For the City's 2024-25 annual property & liability insurance renewal, our Agent of Record, HUB International Midwest, reports that the typical rate increases they are seeing this year range from 7-10%. Again this year, our Hub partners have been able to work with our current carrier (Trident) to keep our increases well under this.

Note from agent: Trident agreed to no more than an overall 5% rate increase plus exposure changes. To achieve this rate, lines of coverage will vary (some higher, some lower), but the overall increase will be 5% or less plus any exposure change. Combined, the total rate increase for this renewal is 3.49% plus an overall blended exposure increase of 3%. This brings the total package premium increase to 6.3%.

The City's renewal premium for the 2024-25 fiscal year is \$287,337 which includes the property and liability package items listed below. Our supplemental policies that provide coverage for Liquor Liability, Public Officials Bond, Athletic Accident Policy and Cyber Liability add \$18,335 using our current carriers. The combined total of \$305,672 is an overall premium increase of \$17,055 (5.91%) from last year.

The premiums for the supplemental policies for Athletic Accident and Cyber Liability show an increase and a decrease, respectively. The Accident premium increase is due to increased participants, which program revenues absorb. Cyber Liability is high risk and companies have often declined to quote when assessing risk in recent years. However, conditions have been more favorable in the cyber environment, allowing HUB to obtain additional quotes this time around. This, along with the City's [aka Tom A.] diligence in having all the proper security requirements in place, our carrier shows a decrease this year. Quotes are provided for three carriers: CFC, Corvus and TMHCC. Our current carrier is CFC quoting at \$11,675, Corvus is at \$11,065 and TMHCC is at \$7,800. With TMHCC as the lowest at \$7,800, this also requires a higher deductible [\$10,000 vs \$5,000]. TMHCC also includes a slightly longer waiting period [12 hour vs 8 hour] for Business Interruption Loss due to system breaches, etc., but also allows a higher limit on cyber crimes [\$250,000 vs \$100,000], which is where they tend to see the most claims. If we choose the TMHCC option, our overall total premium increase would be slightly lower at 4.58%.

History: The City began working with partners at HUB as our Agent of Record in 2009-10 FY, when they were able to reduce our property & liability insurance premiums by 29.5% with a new carrier (Trident), while also providing an updated property appraisal and replacement cost on vehicles where needed. After essentially 'starting fresh' with HUB, our premiums 10 years later in (pre-pandemic) 2019-20 were 57% higher than in '09-10, but at the same time, this was only 1.9% higher than the premiums prior to working with HUB.

The increased premiums included adding a fire department and then a fire department fire claim, adding 5 properties and additional items to our inventory, adding coverage for cyber and fraud, and accounting for industry average increases in auto and all coverages in general.

For 2020-21 (pandemic) and still through 2024, we have had fairly steady increases in premiums, but HUB partners have consistently managed to help us keep our rates lower than the national averages. In addition to inflation, increases in our rates and exposure are mainly reflected in rising post-pandemic costs of building material (30% increase) and replacement costs, property value increases, additional units in our vehicle fleet, needed upgrades in our vehicle and equipment inventory, increased vehicle repair and replacement costs, increased cost of cyber coverage, and increased participation in our recently enriched athletic program offerings.

A premium summary from HUB is included for reference along with a rate history and the quote information for Cyber Liability.

Package for Property & General Liability Includes:

<u>Property & Equipment Breakdown</u>	Buildings & Structures, Underground Property, Paved Surfaces, Athletic Fields, Cemetery, Personal Property, Street Lights, Business Loss Income/Expenses, Flood, Earthquake, Pollutant Clean-up/Removal, Debris Removal on City Property, Communications Equipment, Valuable Papers/Records, Commandeered Property, Equipment Breakdown, etc.
<u>General Liability (GL)</u>	Protection against third-party claims of bodily injury, property damage, or personal and advertising injury. Basic policy per occurrence.
<u>Employment Practices Liability (EPL)</u>	Coverage to employers against claims made by employees alleging Discrimination (based on sex, race, age or disability, for example), Wrongful termination, Harassment.
<u>Public Officials Liability (PO)</u>	Coverage for damages or defense costs for claims against elected or appointed officials, employees, and volunteers; typically for wrongful acts in the performance of their duties to a public entity.
<u>Law Enforcement Liability</u>	Coverage for officers, departments, and municipalities against lawsuits that arise as a result of acts, errors, and omissions while police officers are performing their professional duties.
<u>Auto</u>	Coverage for personal injury, property, uninsured/underinsured motorist, physical damage for owned and hired (non-owned) vehicles. 32 vehicles at replacement cost with Trident.
<u>Umbrella</u>	Supplements coverage limits for the above primary policies (Gen Liab., Empl Pract., Public Officials, Law Enforcement, Auto Liability) in the event of unforeseen liability. (Ex. multi-million-dollar lawsuit). Trident provides \$11,000,000 umbrella/excess coverage per incident.
<u>Inland Marine</u>	Coverage for equipment/items that typically move from location to location, which subjects them to more opportunities for loss, damage, and theft.
<u>Crime</u>	Provides coverage for direct loss from dishonest or fraudulent acts committed by employees or third parties; Includes loss of money, securities, inventory or other property, and computer crime including funds transfer fraud.
<u>Umbrella</u>	Supplements coverage limits for primary policies (Gen Liab., Empl Pract., Public Officials, Law Enforcement, Auto Liability) in the event of unforeseen liability. (Ex. multi-million-dollar lawsuit). Trident provides \$11,000,000 umbrella/excess coverage per incident.

Supplemental Policies Include:

<u>Bond-Public Officials</u>	Fidelity Bond serving as a guarantee against fraud or dishonesty and covers losses arising from neglect or other serious offenses.
<u>Liquor Liability</u>	Liquor Liability insurance policies of at least \$50,000 showing proof of financial responsibility as required by the Michigan Liquor Control Commission.
<u>Athletic Accident Policy</u>	Covers eligible expenses in excess of expenses payable by health insurance plan of participant and volunteers of City sports programs (T-Ball, hockey, etc).
<u>Cyber Liability</u>	Coverage for Business Loss and Liability due to security breach or system failure. Includes cyber extortion, data recovery, fraudulent instruction and/or transfer of funds, breach response.
<u>Non-Monetary Defense</u>	Coverage for cost of defense for lawsuits in which monetary damages are not being requested (Ex. Someone is fired and sues the City, not for damages, but only to have their job back.)
<u>Inverse Condemnation</u>	Provides coverage for judgement if government commandeers private property (Ex. police take a vehicle or residence) and is sued for the replacement or damages.
<u>Terrorism (City typically opts out of this coverage)</u>	Provides coverage for events officially declared a terrorist attack by the Secretary of State and the Secretary of Defense.

<i>RATE HISTORY</i>					
<i>FY</i>	<i>Package Premium</i>	<i>Supplemental Policies Premiums</i>	<i>Total Premium</i>	<i>% change</i>	
2008-09	\$ 187,283	\$ 10,860	\$ 198,143		<i>Travelers</i>
2009-10	\$ 132,075	\$ 6,120	\$ 138,195	-29.48	<i>Began with HUB/Trident</i>
2010-11	\$ 126,840	\$ 5,470	\$ 132,310	-3.96	
2011-12	\$ 122,647	\$ 4,668	\$ 127,315	-3.31	
2012-13	\$ 138,086	\$ 4,081	\$ 142,167	12.59	<i>Added FD</i>
2013-14	\$ 153,197	\$ 4,080	\$ 157,277	10.94	<i>FD Fire 2013, Added 5 Properties</i>
2014-15	\$ 187,061	\$ 3,353	\$ 190,414	22.10	<i>effects of FD Fire</i>
2015-16	\$ 219,432	\$ 3,339	\$ 222,771	17.31	<i>effects of FD Fire</i>
2016-17	\$ 188,529	\$ 2,339	\$ 190,868	-14.08	
2017-18	\$ 196,915	\$ 10,022	\$ 206,937	4.45	<i>Added Cyber, Fraud & Street Lights, MCCA Increase</i>
2018-19	\$ 206,232	\$ 10,210	\$ 216,442	4.73	<i>All coverages up Nationally, Auto includes 12.9% MCCA increase</i>
2019-20	\$ 195,834	\$ 6,126	\$ 201,960	-5.04	
2020-21	\$ 204,963	\$ 6,055	\$ 211,018	4.66	
2021-22	\$ 218,404	\$ 4,753	\$ 223,157	6.56	
2022-23	\$ 226,912	\$ 10,572	\$ 237,484	3.90	
2023-24	\$ 270,233	\$ 18,384	\$ 288,617	21.53	<i>Property Values Increase, Increase in Net Expenditures, Increase # of Auto Units, Cyber based on Revenue Increase, Athletic Added Exposure (Adult Hockey, Pickleball)</i>
2024-25	\$ 287,337	\$ 18,335	\$ 305,672	5.91	<i>CFC -Cyber</i>
2024-25	\$ 287,337	\$ 14,464	\$ 301,801	4.57	<i>THMCC -Cyber</i>