



Plymouth City Commission

Regular Meeting Agenda

Monday, October 6, 2025 7:00 p.m.
Plymouth City Hall & Online Zoom Webinar

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

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

Join Zoom Webinar: [October 6 https://us02web.zoom.us/j/84476985565](https://us02web.zoom.us/j/84476985565)

Passcode:681323 Webinar ID: 844 7698 5565

1. **CALL TO ORDER**
 - a. Pledge of Allegiance
 - b. Roll Call
2. **PROCLAMATION**
3. **APPROVAL OF MINUTES**
 - a. September 15, 2025 City Commission C.O.W. Meeting Minutes
 - b. September 15, 2025 City Commission Regular Meeting Minutes
4. **APPROVAL OF THE AGENDA**
5. **ENACTMENT OF THE CONSENT AGENDA**
 - a. Special Event: Ladies Holiday Shopping Night 2025- 11/13/2025
 - b. Special Event: Walk of Trees 2025- 11/21/2025-1/5/2026
6. **CITIZEN COMMENTS**
7. **COMMISSION COMMENTS**
8. **OLD BUSINESS**
9. **NEW BUSINESS**
 - a. Police Training Grant – Lead Agency Acceptance
 - b. Contract for Building Official Services
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

ITEM #3.a.



**Plymouth City Commission
Committee of the Whole Minutes
Monday September 15, 2025 – 6:00 p.m.
Plymouth City Hall, 201 S. Main St., Plymouth, MI**

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

The meeting was called to order at 6:00 p.m.

Mayor Deal thanked everyone for attending.

PRESENT: Mayor Suzi Deal, Commissioners Linda Filipczak, Jennifer Kehoe, Alanna Maguire, Brock Minton, Nick Moroz, Colleen Pobur

ALSO PRESENT: City Manager Paul Sincock, Assistant City Manager Chris Porman, Attorney Bob Marzano and various department heads

2. PUBLIC COMMENT

3. CITY COMMISSION COMMITTEE OF THE WHOLE DISCUSSION

Moroz and Kehoe presented information on and directed discussion of operational details of plans for Recreation.

Residents offered various comments and points for discussion: Karen Sisolak 939 Penniman, Don Clark 352 Joy, Kristin McHale Johnson 712 Fairground, Resident 1465 Palmer, Adam Covington 674 Sunset, Ron Picard 1373 Sheridan

4. ADJOURNMENT

Deal offered a motion, seconded by Moroz to adjourn the meeting at 6:41 p.m.

There was a voice vote
MOTION PASSED UNANIMOUSLY

SUZI DEAL
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK



City of Plymouth City Commission Regular Meeting Minutes Monday, September 15, 2025, 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 Colleen Pobur, Commissioners Linda Filipczak, Jennifer Kehoe, Alanna Maguire, Brock Minton, Nick Moroz

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

2. RUTH HUSTON WHIPPLE AWARD

- a. Mayor Deal presented the award to Don Soenen.

3. PROCLAMATION

- a. Mayor Deal read a proclamation to acknowledge Hispanic Heritage Month.

4. APPROVAL OF MINUTES

- a. September 2, 2025 City Commission Regular Meeting Minutes

Motion to approve the September 2, 2025 City Commission Regular Meeting Minutes made by Pobur, supported by Moroz;

There was a voice vote.

MOTION PASSED UNANIMOUSLY

5. APPROVAL OF THE AGENDA

Motion to approve the agenda for September 15, 2025 made by Filipczak, supported by Minton;

There was a voice vote.

MOTION PASSED UNANIMOUSLY

6. ENACTMENT OF THE CONSENT AGENDA

Motion to approve the consent agenda for September 15, 2025 made by Kehoe, supported by Pobur;

- a. Approval of August 2025 Bills
- b. Special Event: Main Street Boulevard Tree Lighting & Salvation Army Red Kettle Kick Off- Friday 11/14/2025
- c. Special Event: Plymouth Goodfellows Paper Sale – Saturday 12/6/2025

There was a voice vote.

MOTION PASSED UNANIMOUSLY

7. CITIZEN COMMENTS

Ellen Elliott, 404 Irvin spoke about recreation plans and the vermin issue.

Jim Mulhern, 396 Arthur wished John Scanlon well and spoke about the Master Plan, complementing the process and work of the Planning Commission.

Candace MacGillivery, 326 Maple spoke about the development at Fairground and Maple.

Karen Sisolak, 939 Penniman spoke about recreation.

Kristin McHale-Johnson, 712 Fairground spoke about recreation.

Martha Walton, 1465 Palmer spoke about recreation and complemented everyone's work on Fall Fest.

Patty Jamison, 255 N. Harvey spoke about community investment.

Scott Lorenz, 1310 Maple spoke about the Master Plan and multi-family zoning.

8. COMMISSION COMMENTS

Pobur emphasized the importance of civility, honesty, and open dialogue, urging citizens to engage in constructive conversations rather than resorting to conflict with their neighbors or city officials. She encouraged individuals with questions or concerns to visit City Hall, where they could speak directly with department heads, gather accurate information, and gain a clearer understanding of both the issue at hand and the City's response. Pobur also asked Scanlon to provide information on reductions in State Revenue Sharing.

Commission members complemented all of the updates with information on the City's website, thanked everyone for their work on Fall Fest and recreation events, spoke about the vermin issue, congratulated Soenen on the Whipple award, the Hispanic Heritage proclamation, the PCCA senior picnic, the Penndemonium event, and the C.O.W. on Recreation and possible for Master Plan. They also agreed with Pobur's comments on communicating respectfully and also offered additional comments.

9. OLD BUSINESS

a. Zoning Text Amendment – Light Industrial – 2nd & Final Reading

Motion to authorize the following resolution made by Pobur, supported by Minton;

RESOLUTION 2025-83

WHEREAS The Planning Commission of the City of Plymouth reviewed the proposed zoning ordinance text which updates the regulations for commercial kennels in the I-1, Light Industrial District; and

WHEREAS The Planning Commission held a public hearing on August 13, 2025 to receive public comment about the text amendment; and

WHEREAS At the conclusion of the public hearing, the Planning Commission approved the text amendment and recommended review and approval by the City Commission; and

WHEREAS The City Commission has completed a first reading and second reading of the proposed language.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve the amendments to the I-1, Light Industrial District.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the City Commission directs the City Clerk to publish the Light Industrial, I-1 ordinance language to be effective the day after publication.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

Sec. 78-123. Special land uses permitted after review and approval.

The following uses may be permitted by the planning commission subject to Article XXIII, the review and approval of the site plan by the planning commission, and the imposition of special conditions which, in the opinion of the commission, are necessary to ensure that the land use or activity authorized is compatible with adjacent uses of land, the natural environment and the capacities of public services and facilities affected by the land use, and subject further to a public hearing held in accord with section 78-281:

- (1) Major automotive repair facilities when completely enclosed, subject to section 78-285.
- (2) Lumber and planing mills when completely enclosed and when located in the interior of the district so that no property line shall form the exterior boundary of the I-1 district.
- (3) Metal plating, buffing and polishing, subject to appropriate measures to control the type of process to prevent noxious results and/or nuisances.
- (4) Banks, credit unions and other similar financial services (with or without drive-thru facilities)
- (5) Indoor recreational uses such as indoor soccer, racquet sports, volleyball, hockey, climbing walls, fitness centers, health clubs, dance studios, material arts and other similar recreation uses.
- (6) Commercial kennels subject to the following conditions:
 - a. The maximum number of animals permitted in a commercial kennel shall be 100. The site plan shall identify the number of animals and address animal occupancy on the site. The planning commission may restrict the number of animals occupying the site.
 - b. The planning commission may permit outdoor areas when located at least 50 feet from any residential property and screened with a fence or wall at least six feet in height. Outdoor areas shall not be located in any required front, side, or rear setbacks. .
- (7) Commercial wind energy systems, subject to section 78-261.
- (8) Other uses, which in the determination of the planning commission, are of a similar character to the above uses.

(Ord. of 10-6-03; Ord. No. 2010-01, § 6, 4-5-10; Ord. No. 2013-05, § 2, 10-21-13)

10. NEW BUSINESS

a. Authorization to Hire Finance Director

Motion to authorize the following resolution made by Moroz, supported by Filipczak;

RESOLUTION 2025-84

WHEREAS The City Commission has adopted an ordinance requiring prior and express approval from the City Commission before filling any full-time position; and

WHEREAS The City Administration has requested such approval for the hiring of a Finance Director for the City of Plymouth.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Plymouth hereby grants prior and express approval for the hiring of a full-time Finance Director.

Pobur and Moroz thanked Scanlon for his service.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

b. Police Command Officer Contract Tentative Agreement

Motion to authorize the following resolution made by Filipczak, supported by Pobur;

RESOLUTION 2025-85

WHEREAS The City of Plymouth has employee groups that are represented by unions, and from time to time those union contracts expire and new contracts need to be negotiated; and

WHEREAS The contract with the Plymouth Police Command Officers through their Representative Agent from Command Officers Association of Michigan (COAM) expires on December 31, 2025, and a new contract needs to be implemented; and

WHEREAS The City and the union have in good faith met and discussed a new agreement that would begin on January 1, 2026; and

WHEREAS The City and the union have come to a tentative agreement on a new contract.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the tentative agreement between the City and the City's police command officers as represented by COAM. The terms of the four-year agreement are outlined in the City Manager's write-up for the City Commission.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

c. Authorization for Part Time Hiring

Motion to approve the following resolution made by Moroz, supported by Minton;

RESOLUTION 2025-86

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

WHEREAS The Department of Municipal Services has recommended the hiring of Zackery Jost for a part time position and his sibling is currently employed by the City as an employee in a similar position.

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

There was a voice vote.

MOTION PASSED UNANIMOUSLY

d. Zoning Text Amendment – Ann Arbor Road Corridor – First Reading

Motion to approve the following resolution made by Pobur, supported by Minton;

RESOLUTION 2025-87

WHEREAS The Planning Commission of the City of Plymouth reviewed the proposed zoning ordinance text which updates the regulations for outdoor play space in the ARC, Ann Arbor Road Corridor District; and

WHEREAS The text amendment is under consideration by Plymouth Township; and

WHEREAS The Planning Commission held a public hearing on August 13, 2025 to receive public comment about the text amendment; and

WHEREAS At the conclusion of the public hearing, the Planning Commission approved the text amendment and recommended review and approval by the City Commission; and

WHEREAS The City Commission has completed a first reading of the proposed language.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve the amendments to the ARC, Ann Arbor Road Corridor District.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the City Commission will hold a second reading of the proposed text amendments after review and approval by the Plymouth Township Planning Commission.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

e. Final Payment to contractor for Noth Territorial Rd. Non-Motorized Pathway Project

Motion to approve the following resolution made by Kehoe, supported by Minton;

RESOLUTION 2025-88

WHEREAS The City of Plymouth did construct a non-motorized pathway along North Territorial Road to protect the public health, safety, welfare, and provide for the public good; and

WHEREAS The contractor did meet all requirements of the bid documents and has completed their work; and

WHEREAS The City Commission requires that they approve final payment to contractors for infrastructure projects.

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth City Commission does hereby authorize final payment in the amount of \$10,253.20. Payment shall be made to Pro-Line Paving Corporation of Washington, Michigan for the non-motorized North Territorial Pathway Project.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

11. REPORTS AND CORRESPONDENCE

a. Liaison Reports:

Minton: Reported on the Planning Commission Master Plan review and amendments.

Kehoe: OVA Chili Cookoff is this Sunday, 9/27 is Downtown Day, and wrap-up of summer concerts; Reported on DDA meeting and community engagement for the Downtown Redesign and parking deck maintenance.

Pobur: Reported on CWW- State Shared Revenues, community mental health response with law enforcement doing a good job with that, and noted that Semcog is offering money for quick projects.

Moroz: Reported on ZBA- three variances approved. Also thanked Code Enforcement, Kim Crova for her service.

Deal: Asked Chief Cox to report on perceived speeding issues on Maple between Fairground & Deer.

b. Appointments – none.

12. ADJOURNMENT

The next regular City Commission meeting is 7:00 pm on Monday, October 6 at Plymouth City Hall.

Motion made by Pobur, supported by Moroz, to adjourn the meeting at 8:20 p.m.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

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# _____ 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 / Wanda Clouston Title Event Manager

Ph# same Fax# same Email same Cell# _____

Address same City _____ State _____ Zip _____

Event Name Ladies Holiday Shopping Night 2025

Event Purpose To promote Christmas Holiday shopping in Downtown Plymouth

Event Date(s) Thursday, November 13, 2025

Event Times 4-8 pm

Event Location Downtown Plymouth

What Kind Of Activities? Christmas Shopping

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

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.)

An evening for local residents to spend time shopping and dining in Plymouth and to celebrate a quaint, old-fashion

Christmas.

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)

None

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 event lasts more than the 2-3 hour parking limit.

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.

September 24, 2025
Date

Mary Nykora
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

Plymouth Community

The 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 Ladies Holiday Shopping Night (*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 Nypus

Date: Sept. 24, 2025

Witness Wanda Plawton

Date: Sept. 24, 2025

Event Name: Plymouth Chamber of Commerce Ladies Holiday Shopping Night
 Event Date: November 13, 2025

MUNICIPAL SERVICES:	Approved	Denied	(list reason for denial)	Initial CP
NO SERVICES NEEDED				
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO				
Labor Costs:	Equipment Costs:	Materials Costs:		
POLICE:	Approved	Denied	(list reason for denial)	Initial AC
NO SERVICES NEEDED				
Labor Costs	Equipment Costs	\$	Materials Costs	\$
FIRE:	Approved	Denied	(list reason for denial)	Initial MS
NO SERVICES NEEDED				
Labor Costs:	Equipment Costs	\$	Materials Costs	\$
HVA:	Approved	Denied	(list reason for denial)	Initial PS
NO SERVICES NEEDED				
DDA:	Approved	Denied	(list reason for denial)	Initial SP
NO SERVICES NEEDED				
Labor Costs	Equipment Costs	Materials Costs \$		
RISK MANAGEMENT:	Approved	Denied	(list reason for denial)	Initial MB
Class I – Low Hazard				
Class II – Moderate Hazard				
Class III – High Hazard				
Class IV – Severe Hazard				

APPROVED ☒ NOT APPROVED ☐

DATE 10-6-25

ITEM #5.b.

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# _____ 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 /Wanda Clouston Title Event Manager

Ph# same Fax# same Email same Cell# _____

Address same City _____ State _____ Zip _____

Event Name Walk of Trees 2025

Event Purpose Community Involvement in the Christmas Holidays

Event Date(s) November 21, 2025 thru January 5, 2026 -Start clean-up anytime after January 6th.

Event Times 24/7

Event Location Kellogg Park

What Kind Of Activities? People will walk through the Park to view the trees.

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

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

Event Details: 80 Christmas trees will be set up in Kellogg Park. 28 of the trees will be placed on the east side of the fountain for a "memorial section" and the rest of them, 51, on the west side.

The trees will be sponsored by different businesses, families, organizations, etc. The Chamber will supply white lights for each tree though the sponsors are allowed to use their own lights provided they are LED. Decorations must be durable and be wired to the branches to keep from blowing off. Tree sponsors must retrieve the decorations by January

6, 2026 so that the City can dispose of the trees. The Chamber will also have a display for the movie 'It's a Wonderful life that will include a larger tree, and other display items. This tree will need a pole, which brings it to 80 trees/poles.

RECEIVED

SEP 26 2025

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): The Friday before Thanksgiving thru New Years Day

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?** Electricity YES ☒ NO ☐

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

We will need Municipal Services to put 80 poles in the ground and attach the trees to the poles when the
tress are delivered to the Park (a map is attached for placement of poles). We sill need electric outlets strung
to plug the tree lights into. The trees will need to be removed no earlier than January 6, 2026

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.

September 22, 2025
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) 4531234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

Plymouth Community

The 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 Walk of Trees 2025 (*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

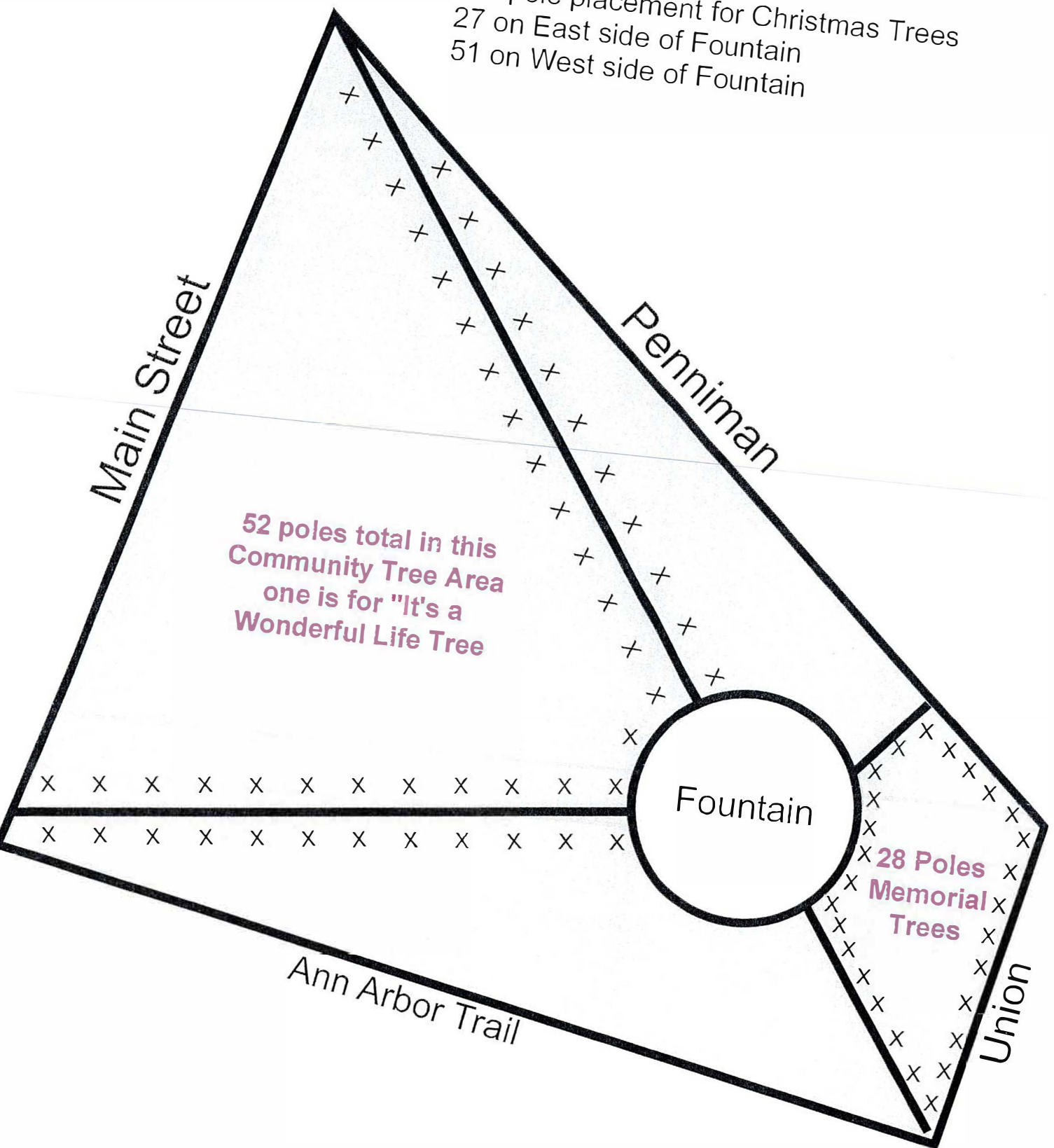
Date: Sept. 22, 2025

Witness Wanda Clavette

Date: Sept. 22, 2025

Kellogg Park

X = pole placement for Christmas Trees
27 on East side of Fountain
51 on West side of Fountain



MUNICIPAL SERVICES:	Approved	Denied	(list reason for denial)	Initial CP
Labor Set up labor	\$2000			
Labor Tear down	\$1250			
Vehicle/Equipment Set up	\$500			
Vehicle/Equipment Tear down	\$900			
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO				
Labor Costs: \$3250	Equipment Costs: \$1100	Materials Costs	\$	
POLICE:				
Approved	Denied	(list reason for denial)	Initial AC	
NO SERVICES NEEDED				
Labor Costs \$	Equipment Costs \$	Materials Costs	\$	
FIRE:				
Approved	Denied	(list reason for denial)	Initial MS	
NO SERVICES NEEDED				
Labor Costs \$	Equipment Costs \$	Materials Costs	\$	
HVA:				
Approved	Denied	(list reason for denial)	Initial PS	
NO SERVICES NEEDED				
DDA:				
Approved	Denied	(list reason for denial)	Initial SP	
NO SERVICES NEEDED				
Labor Costs \$	Equipment Costs \$	Materials Costs	\$	
RISK MANAGEMENT:				
Approved	Denied	(list reason for denial)	Initial MB	
Class I – Low Hazard				
Class II – Moderate Hazard				
Class III – High Hazard				
Class IV – Severe Hazard				

SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. EVENT SITE FEE \$ _____ TOTAL ESTIMATED FEE **\$4650**

APPROVED x NOT APPROVED _____ DATE 10-6-2025



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. Sincoc, City Manager
CC: S:\Manager\Sincoc Files\Memorandum - MCOLES Grant for Force Science Institute Training - 10-06-25.docx
Date: October 2, 2025
RE: Police Training Grant – Lead Agency Acceptance

Background

The City of Plymouth has applied to serve as the lead agency in a competitive police training grant offered through the Michigan Commission on Law Enforcement Standards (MCOLES). Our application was submitted on behalf of the 14 law enforcement agencies that comprise the Western Wayne Special Operations Team consortium. The application was supported by letters of endorsement from **Attorney General Dana Nessel**, the **Wayne County Prosecutor Kym Worthy**, and **State Representative Matt Koleszar**.

We are pleased to report that the City of Plymouth has been awarded this grant. The program will fund the majority of the costs associated with the Force Science Certification Course, a nationally recognized training designed to enhance transparency, accountability, and fairness in use-of-force incidents. The Force Science Institute is the sole provider of this curriculum and certification.

The grant will cover **up to 75%** of the tuition cost (\$1,695 per participant) for up to 80 officers. Participating departments will be responsible for the remaining 25% match.

As the lead agency, the City of Plymouth will:

- Administer the grant.
- Collect cost-share payments from participating agencies.
- Provide the training facility.
- Process payments to the training vendor.

In recognition of this role, the City of Plymouth will receive three complimentary training seats. Two additional seats will be reserved for the Michigan Municipal Risk Management Authority, which has partnered with the City to cover meal and venue expenses.

This initiative reflects the City's ongoing commitment to regional collaborations and partnership in strengthening public safety both locally and throughout neighboring communities.

A supporting memorandum from Director of Public Safety Al Cox is attached for additional information.

Recommendation

The City Administration recommends that the City Commission authorize acceptance of the MCOLES grant for the Force Science Certification Course, with the City of Plymouth serving as the lead agency.

Acceptance of this grant will provide three complimentary training seats for Plymouth police officers while supporting a regional training initiative that benefits multiple agencies.

A proposed Resolution is attached for Commission consideration. Should you have any questions prior to the meeting, please contact Director of Public Safety Al Cox or myself.

PLYMOUTH POLICE DEPARTMENT MEMORANDUM

TO: PAUL SINCOCK, CITY MANAGER
FROM: A.L. COX, DIRECTOR OF PUBLIC SAFETY *A.L. Cox*
SUBJECT: FORCE SCIENCE INSTITUTE TRAINING AGREEMENT
DATE: 9/30/2025

BACKGROUND

The Force Science Certification Course is internationally recognized as the leading program for understanding human performance in high-stress encounters. The curriculum is built on decades of peer-reviewed research examining perception, reaction time, memory, decision-making, and other physiological factors that influence how officers respond in rapidly evolving situations. These concepts directly support the principles of 21st century policing by improving transparency, accountability, and fairness in the assessment of use-of-force incidents. Officers who complete the course are better equipped to explain their decision-making in clear, evidence-based terms, which strengthens public trust and ensures that both internal reviews and external oversight are grounded in science rather than speculation.

The Force Science Institute is the only provider of this curriculum and certification. Normally, Michigan officers must travel to Chicago or beyond to attend, incurring tuition costs of \$1,695 plus thousands of dollars in travel, lodging, and meal costs.

Earlier this year, the police department applied for a competitive grant from the Michigan Commission on Law Enforcement Standards (MCOLES) to be able to bring the Force Science Certification Course to Western Wayne County. We were successful in securing this grant on behalf of our 14-agency Western Wayne County Special Operations Team consortium. As the lead agency we would be responsible for administering the program and ensuring compliance with grant requirements. Additionally, the police department (City of Plymouth) would be responsible for contracting with Force Science, administering enrollment, and handling payments. Consortium agencies would receive priority registration, with any remaining seats available to licensed officers from across the State of Michigan.

The grant covers 75 percent of tuition for up to 80 officers. The remaining 25 percent would be paid by each department sending participants. Outside agencies would pay the City of Plymouth their 25 percent share, which would be combined with the 75 percent reimbursement from MCOLES. We would then remit the full tuition to Force Science. The total value of the contract would range from \$94,920 if the minimum enrollment of 56 officers is met, up to \$135,600 if all 80 seats were filled. The contract also provides five complimentary seats, of which three would be reserved for City of Plymouth officers and two for the Michigan Municipal Risk Management Association (MMRMA), who is partnering with us to cover expenses for meals and the training venue.

It should be noted that the grant for this training has support at the state and local level. Our grant application included letters of endorsement from Attorney General Dana Nessel, Wayne County Prosecutor Kym Worthy, and State Representative Matt Koleszar. Their support underscores the value of bringing this rare and prestigious course to Michigan.

RECOMMENDATION

The Force Science Certification Course is world-class training that advances modern, research-based policing practices, strengthens our partnerships with surrounding agencies, and enhances both officer performance and public confidence. This grant would allow our department to send five officers for less than \$1,000 compared to what would normally cost us \$8,475 plus travel expenses.

As stated previously, the police department (City of Plymouth) is responsible for contracting with Force Science which would require us to pay a minimum of \$94,920 and a maximum of \$135,600. This money would be fully reimbursed to the City of Plymouth at the conclusion of the course and payout of the grant. For this reason, I respectfully request that the City Commission authorize the police department to enter into the training agreement contract with Force Science and permit the disbursement of funds of between \$94,920 and \$135,600 to Force Science. City Attorney, Bob Marzano, has reviewed the contract and finds it acceptable. Additionally, the disbursement of funds has been discussed with Finance Director John Scanlon, and he has no issues with it.

If you have any questions or concerns, please let me know. Thank you for your attention in this matter.



FORCE SCIENCE[®]
RESEARCH | TRAINING | CONSULTING

Force Science Certification Course

**TRAINING AGREEMENT FOR
Plymouth Police Department**

September 20, 2025

www.forcescience.com

Phone: 1-800-526-9444 | Email: info@forcescience.com | Address: 8500 Normandale Lake Blvd, Suite 350, Bloomington, MN 55437

Force Science Training Agreement

Force Science, Ltd. (hereinafter “FS”) will provide a 40-hour hybrid Force Science Certification Course, consisting of 29 hours of in-person training (delivered over 3.5 days) and 11 hours of online training to be completed before and after the in-person sessions.

This course, hosted by the Plymouth Police Department (hereinafter the “Host Agency”), is scheduled for March 9–12, 2026. The program will be offered as an open registration course, administered by the Host Agency, with per-seat pricing set at \$1,695 per participant.

The in-person portion of the course will run:

- Monday–Wednesday: 8:00 AM – 5:00 PM (local time)
- Thursday: 8:00 AM – 1:00 PM (local time)

A **minimum enrollment of 56 participants** (totaling \$94,920) is required for FS to conduct the course. This minimum covers all expenses for FS staff and instructors, including airfare, lodging, and meals, for the duration of their stay.

The Host Agency shall be responsible for all participant registrations, collection of payments, and related administrative tasks necessary to conduct the course.

If minimum enrollment is not achieved at least 30 days prior to the course start date, FS reserves the right to cancel the event. In such case, no penalties or cancellation fees shall be incurred by either party.

TRAINING VENUE

To be determined at a later date.

HOST AGENCY RESPONSIBILITIES

To ensure a seamless and impactful training experience, the host agency agrees to coordinate the following arrangements in partnership with FS. These provisions help

ensure high-quality content delivery and a comfortable, professional learning environment for all participants.

1. Classroom Environment

- Provide a classroom or meeting space that comfortably seats all participants with an unobstructed view of the instructor.
- Ensure each participant has access to a writing surface (preferably a tabletop or desk) to facilitate note-taking.
- Allow for the instructor's computer to remain within their reach during the program for ease of presentation.

2. Refreshments

- Arrange for basic refreshments, such as water and coffee, to be available before class and during scheduled breaks, subject to venue policies.

3. Audio/Visual Equipment & Support

- Provide a built-in sound system capable of delivering high-quality, consistent audio for both voice and video content, with adjustable volume and stereo capability.
- Supply a wireless lapel microphone system compatible with the in-house sound system. One lapel microphone and a sufficient battery supply for both days of training should be included.
- Ensure an A/V technician or staff member who is knowledgeable about the venue's equipment is available for setup at least 30 minutes prior to the start of the course, and remains accessible throughout both training days to support equipment functionality.

4. Lighting & Visibility

- Provide adjustable lighting that accommodates both note-taking and clear visibility of projected content.
- Minimize natural light interference by using blinds or shades for any large windows, ensuring clear projection quality on the screen.

5. Visual Display

- Provide a newer LCD projector (preferably less than five years old) with a minimum brightness of 3,000 lumens, operating at full capacity (not in an energy-saving mode).
- Ensure the projector has a new or nearly new bulb at the start of the course, with a backup bulb available in case of malfunction.
- The projector should be positioned according to its throw distance to optimize image clarity.
- Provide a projection screen large enough and positioned so all attendees can view the content without obstruction.

6. Monitor-Based Systems (If Applicable)

- If the venue uses monitors instead of a projector, the system should support both PC and Apple laptops.
- Ensure that monitors are strategically placed so all participants have clear visibility of the presentation materials.

COMPLIMENTARY ATTENDANCE

As appreciation for serving as the Host Agency, five (5) complimentary seats will be provided for the training event.

PAYMENT

An invoice will be issued at the conclusion of the event, based on the final number of seats confirmed by the Host Agency. FS will be compensated at the rate of \$1,695 per seat, with payment due within 30 days of the training's completion on March 12, 2026.

CANCELLATION POLICY

Upon signing, this course will be considered fully secured and may not be canceled unless as the result of issues beyond the control of FS and the host agency that prevent the training program from being delivered. Said reasons will be limited to a phenomenon of nature of catastrophic proportions or intensity; extreme illness or pandemic, hardship or unforeseen travel issues on the part of the instructors (such as unexpectedly canceled flights that cannot be rebooked within the time frame designated for the course) that are unavoidable and out of their control; executive orders of the President related to national defense or congressional or state acts that prohibit the training

program from being conducted. In the instance of unavoidable cancellation, all possible efforts will be made to reschedule the class as soon as possible.

Plymouth Police Department

Force Science, Ltd.

RESOLUTION

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

WHEREAS the City of Plymouth operates a Police Department dedicated to protecting public health and safety; and

WHEREAS ~~ongoing training is essential to ensure that police officers remain informed of the~~ latest practices, technology, and decision-making strategies; and

WHEREAS the City of Plymouth has applied for and been awarded a grant from the **Michigan Commission on Law Enforcement Standards (MCOLES)** to support officer training through the **Force Science Institute**; and

WHEREAS the City of Plymouth has been designated as the lead agency and will be responsible for grant administration, registration of participants, and collection of cost-share payments from participating agencies.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Plymouth hereby accepts the grant award from the Michigan Commission on Law Enforcement Standards and authorizes the City to serve as the lead agency for the Force Science Institute training program; and

BE IT FURTHER RESOLVED, that in return for serving as lead agency, the City of Plymouth shall receive three complimentary registrations for its officers to attend the training program.



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: *Memorandum - Contract for Building Official Services -10-06-25*
Date: 10-03-25
RE: Contract for Building Official Services

Background

The City Commission may recall that the last time the City employed a full-time Building Official was in 2014. Since that time, building inspection services have been provided through a private firm. These services are currently delivered by a division of our planning consultants at Carlisle Wortman & Associates. We have been very satisfied with their performance, particularly with respect to service delivery, accountability, and customer service.

Several years ago, the University of Michigan conducted a review of the City's Economic and Community Development Department. That review identified inspection and plan review as areas requiring realignment and improvement. In response, the Department explored multiple options to provide on-site Building Official services, as well as part-time inspection services. Based on experience, we have found the current contract arrangement to deliver high-quality services, ensuring firm, fair, and consistent enforcement of building codes, while maintaining a strong focus on customer satisfaction.

The current proposal includes a \$300 monthly increase in the retainer for on-site services, with a 4% annual escalator. In addition, the proposal provides for an \$80 per-inspection fee, also subject to a 4% escalator in years two and three of the contract. We have benchmarked these costs against a nearby community that recently completed a competitive bid process for similar services. Carlisle Wortman & Associates' pricing was found to be highly competitive and the lowest among the bids received.

A memorandum from Economic Development Director John Buzuvis is attached, further outlining the proposal and the review process of alternative service options.

Recommendation

City Administration recommends that the City Commission authorize a three-year contract with Carlisle Wortman & Associates for Building Official and Inspection Services, in accordance with the terms outlined in the proposed contract. Based on a review of comparable proposals, Carlisle Wortman & Associates provides the best overall value in terms of cost, service quality, and responsiveness to the needs of our community.

A draft resolution for City Commission consideration is attached. Should you have any questions in advance of the meeting, please feel free to contact either John Buzuvis or myself.

ADMINISTRATIVE RECOMMENDATION

To: Paul Sincock, City Manager

From: Economic Development Department Staff

Date: October 1, 2025

Re: Building Official and Trade Inspection Contract Renewal with Carlisle/Wortman Associates



BACKGROUND:

As you are aware, the City of Plymouth has contracted with Code Enforcement Services (CES), a division of Carlisle/Wortman Associates, since 2015 for the provision of Building Official, plan review, and building inspection services. In 2019, CES began providing plumbing and mechanical inspection services after a vacancy in the city inspector position. In November 2024, CES consolidated their brand and retired the CES name and logo. The city has been very satisfied with the service provided by CES/Carlisle-Wortman since 2015.

The enclosed draft contract renewal would take effect upon execution, and run for a three-year term through June 30, 2028, unless otherwise modified as provided in the contract. These types of services are considered "professional" in nature and as such do not require a formal sealed bid process. However, a cost comparison of proposed pricing from three vendors for a local municipality is included for the commission's reference.

Note that the State of Michigan Building Code requires the Building Official to be an employee of the municipality for which they enforce the code so this is a dual employment contract where the Building Official will be an employee of the city. The proposed contract is written to meet legal requirements of the city employing the building official but the city is not required to provide, per contract, any benefits to the Building Official. Benefits will be provided solely by Carlisle Wortman. The city's legal counsel, including the labor attorney, have reviewed the dual employment part of this contract and are comfortable with it. Other municipalities in Michigan use a similar contract structure.

The proposed contract represents a one-time increase of \$300 in the monthly retainer for Building Official services and then an increase of roughly 4% per year thereafter for the remainder of the contract. The monthly retainer includes Building Official/Inspector services, office hours, and residential plan reviews. Plumbing and mechanical inspections are proposed to change to a per inspection fee of \$80 and then a roughly 4% increase per year thereafter for the remainder of the contract. There are no changes proposed to the 15% permit revenue sharing agreement for monthly permit fee revenues from building, plumbing, mechanical, and electrical permits only, nor the agreement for 80% of the commercial and industrial plan review fees. The Building Department Fee Schedule is structured, and has been structure historically, to cover the cost of this agreement.

In Metro Detroit area there are three main organizations that offer inspection, plan review, and Building Official services. Those entities are McKenna, Carlisle Wortman, and SafeBuilt. As a comparison to the proposed agreement from Carlisle Wortman for the services we require, the administration reviewed pricing submitted to the City of Ypsilanti in 2024 from these three entities for similar services. The City of Ypsilanti selected Carlisle Wortman for service provision as they were the lowest bidder. McKenna and SafeBuilt proposals in this instance

were significantly higher than Carlisle Wortman with items like plan review being billed at an hourly rate or a percentage of the building value as opposed to being included in our monthly retainer (not including commercial plan reviews). Most of the plan reviews completed by our Building Official are residential in nature and therefore included in the monthly retainer. Our monthly retainer includes twelve (12) hours a week of Building Official office hours in the City of Plymouth typically consisting of three four (4) hour days a week. The Building Official retainer of \$1,000 proposed for Ypsilanti did not include office hours, or residential plan review and was to ensure as needed consultation services. While the services we require are broader in scope this was an efficient way to compare pricing. A chart of the submitted costs for the City of Ypsilanti is included for your reference.

Comparison of Building Department Service Providers (Ypsilanti 2024)

Provider	Building Inspection Services	Building Official Services	Trade / Fill-In	Plan Review (0-\$1M)	Plan Review (Over \$1M)
McKenna	Seventy-five percent of permit fee	Included in % of permit	\$102 per hour	0.003 × building value	0.00078 × building value over \$1M
Carlisle Wortman	\$75 per inspection	\$1,000 per month retainer	–	\$130 per hour	\$130 per hour
SafeBuilt	\$95 per hour (4-hour minimum)	\$110 per hour (4-hour minimum)	–	\$95 per hour (1-hour minimum)	\$95 per hour (1-hour minimum)

Carlisle Wortman has integrated seamlessly with the city team over the life of our partnership, their employees acknowledge, embrace, and exhibit our expectations of customer service, problem solving, adaptability and execution of tasks. Further, Carlisle Wortman's cost structure offers cost predictability for us as we have historically had consistent inspection volumes. Additionally, this cost structure allows us to provide the expected levels of service and scale trade inspection services to volume. In other words, we get "per unit" pricing which we have successfully used with myriad other contracts, particularly infrastructure projects, where we only pay for what we use.

The City Attorney, labor attorney, and insurance provider have reviewed this contract and are comfortable with the document. Enclosed for your review is the draft contract language. The administration would recommend the City Commission approve the contract renewal/extension and authorize the Economic Development Director and City Clerk to execute the document.

RECOMMENDATION:

The administration would recommend that the City Commission approve the enclosed contract with Carlisle/Wortman Associates for the provision of "building department consulting services." The term of the contract will be for three (3) once executed with a sunset date of June 30, 2028. The contract can be cancelled by either party with 60 days' written notice.

Attached please find a copy of the draft contract language and a draft resolution for the Commission to consider.



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

AGREEMENT FOR BUILDING DEPARTMENT CONSULTING SERVICES

THIS AGREEMENT, Entered into this _____ day of _____ 2025, by **City of Plymouth**, hereinafter referred to as the “**Client**” and **Carlisle | Wortman Associates, Inc. (CWA)**, hereinafter referred to as the “**Consultant**.”

WHEREAS, the Client has the responsibility under Michigan laws and City ordinances to administer and enforce certain state construction codes and City building, zoning, and land use ordinances in the City.

WHEREAS, for purposes of carrying out such responsibilities, Client and CWA desire to coordinate with each other on the co-employment of a building official to administer and enforce construction codes in Plymouth City and manage building department services, and to also have CWA provide building and trade inspector and building plan review services on behalf of the Client.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual agreement hereinafter set forth, the parties hereto legally intending to be bound hereby do agree for themselves and their respective successors and assigns as follows:

SECTION 1.0 - BUILDING OFFICIAL AND SCOPE OF SERVICES

- 1.1 The Consultant agrees to provide the services described in and in accordance with the items listed in **Exhibit A - Scope of Services** attached hereto and other provisions of this Agreement.
- 1.2 The Client and Consultant are to jointly hire and employ the City’s Building Official, who as of the effective date of this Agreement is **Brent Strong** and may be another individual jointly hired and employed by the Parties at any time in the future upon the mutual written agreement and appointment of the Parties. Upon approval by the City Commission of the appointment of **Brent Strong** as the City of Plymouth’s Building Official, as well as by approval of this Agreement and as of its effective date, **Brent Strong** shall be the City of Plymouth’s Building Official. Any future City Building Official under this Agreement shall be likewise jointly hired, employed, and appointed by way of an amendment to this Agreement that is approved by the City Commission and executed by the Parties. Such current and future individuals shall be referred to in this Agreement as the “Building Official.”

Benjamin R. Carlisle, *President* John L. Enos, *Vice President* Douglas J. Lewan, *Principal*
David Scurto, *Principal* Sally M. Elmiger, *Principal* R. Donald Wortman, *Principal* Craig Strong, *Principal*
Paul Montagno, *Principal* Megan Masson-Minock, *Principal* Laura Kreps, *Principal* Brent Strong, *Principal*
Richard K. Carlisle, *Past President/Senior Principal*

- 1.2.1 The Building Official shall, at all times, be registered with the State of Michigan as a building official under and in accordance with the Skilled Trades Regulation Act, 2016 PA 407, MCL 339.6021, *et seq.*, as amended (the "Registration Act"), and shall perform the duties and responsibilities of a building official, in Plymouth City, as required under and in accordance with the Stille-DeRossett-Hale Single State Construction Code Act, 1972 PA 230, MCL 125.1501, *et seq.*, as amended (the "State Construction Code Act") and any state regulations adopted under and pursuant to the State Construction Code Act.
- 1.2.2 The Client shall provide the Building Official all of the following: (A) employee access to City Hall; (B) an employee office or other work station at City Hall; (C) a computer; (D) employee password, access to, and use of all City computer programs necessary to perform the duties and services of the Building Official; (E) the assistance of other City administrative staff members in the Building Department for purposes of scheduling, phones, filing, preparation of paperwork, and other administrative matters; (F) copies of current City staff policies and procedures; (G) the assistance of the City's information technology personnel, as needed; (H) access to and use of employee lounges, break rooms, exercise rooms, and other employee facilities; and (I) such other tools, equipment, and implements at City Hall as may be necessary to perform the duties and services of the Building Official under this Agreement and all applicable codes and laws.
- 1.2.3 Within the organizational chart of the City, the Building Official shall report to the Community Development Director or other individual designated by the City Commission for this purpose. The Building Official shall attend and engage in City staff meetings and one-on-one meetings, if and when required by the City, the same as any other employee of the City.
- 1.2.4 Complaints regarding the Building Official or the performance of any of the duties and responsibilities of the Building Official under state and local laws, codes, policies, and regulations, shall be directed to the Community Development Director or other individual designated by the City Commission, and the City shall have the right, in its discretion, to address such complaints with the Building official, but without any prejudice to CWA's right to also address such matters with the Building Official in its discretion.
- 1.2.5 The Client shall have the right to reprimand and discipline the Building Official in connection with his or her performance of the duties and responsibilities of the City Building Official. The Client will promptly notify CWA of any such reprimands or discipline. Upon providing written notice to CWA and the Building Official, the Client shall have the independent right to terminate or discontinue its appointment and employment of the Building Official, at any time, with or without cause. Upon providing written notice to the Client and the Building Official, CWA may discontinue its designation of an individual as the Building

Official, in which event the Client's employment of the individual shall be discontinued and terminated.

- 1.2.6 The Client shall have full control over its Building Department office. Except for matters that are controlled by applicable laws or codes and matters that would involve or cause a conflict of interest or other ethical issue relative to the Building Official's duties and services, the Client and the Consultant shall have joint and equal control of the Building Official, while serving as the City's Building Official.
- 1.2.7 The Client and CWA shall be jointly and equally responsible for overseeing and managing the Building Official, while performing such duties as the City's Building Official.
- 1.2.8 CWA shall be responsible for the Building Official's entire compensation package, including without limitation salary, Worker's Compensation benefits, retirement programs, health and other insurance benefits, and the Client shall have no obligations, duties or responsibilities whatsoever relative to such compensation matters.

1.3 CWA and the Client agree that, in connection with the services provided under this Agreement, they and their employees must at all times adhere to and comply with conflict of interest principles that have been adopted by the Client, if any, or enacted under Michigan law, as required by subsection 9(2) of the State Construction Code Act (MCL 125.1509(2)), as may be amended from time to time, and including the Public Servants' Conflict of Interest Act, 1868 PA 317, MCL 15.321 through 15.330 (the "Conflict of Interest Act"). In furtherance of ensuring compliance with conflicts of interest principals that are applicable to public employees in the performance of public services, CWA and the Client agree to all of the following:

- 1.3.1 The Building Official, Building/Trade Inspectors, and plan reviewers performing services under this Agreement may not use their official power to further their own interest and shall not be put into or permitted to place themselves in a position that will subject them to private interests or duties that conflict with their public duties, or cause them to act or be tempted to act in any manner other than the best interests of the public.
- 1.3.2 The Building Officials', Building/Trade Inspectors', and plan reviewers' compensation and benefits package shall not be in any way connected to or dependent on the number of permits issued, inspections performed, plans reviewed, fees collected, or amount of time expended in connection with the services provided under this Agreement.
- 1.3.3 The Building Official, Building/Trade Inspectors, and plan reviewers performing services under this Agreement: (A) have not solicited (directly or indirectly) this Agreement; (B) have not represented any party in the negotiation of this

Agreement; (C) have not taken part and will not take part in the negotiation, renegotiation, amendment, or approval of this Agreement; (D) are not and shall not be parties (directly or indirectly) to this Agreement; (E) have not and shall not be awarded any additional compensation or benefits as a result of the Parties entering into this Agreement; and (F) are not and will not have their employment made contingent or dependent on this transaction or this Agreement being in effect.

- 1.4 The Client shall provide copies and amendments of the City Code of Ordinances, street maps, and other relevant code books or materials to CWA. These materials shall remain the property of the Client and shall be returned to the Client at the termination of this Agreement upon request.

SECTION 2.0

REPRESENTATION

It is understood and agreed that **Benjamin Carlisle and Brent Strong** will represent the Consultant and the **Community Development Director or other individual designated by the Commission** will represent the Client in all matters pertaining to this Agreement. From time to time, the Consultant may use additional personnel within the firm or sub-consultants to assist in the execution of matters pertaining to this contract. Unless prior approval is granted by the Client the additional personnel or sub-consultants will not be charged to The Client.

SECTION 3.0

PAYMENT FOR SERVICES

- 3.1 For services described under this Agreement and Exhibit A - Scope of Services, the Consultant shall be paid in accordance with the rate schedule and fees listed in **Exhibit B - Rates & Fees** attached hereto.
- 3.2 **Terms of Payment** - The Consultant shall present the Client an invoice each month based on work performed in the previous month. Invoices shall be paid within forty-five (45) days after receipt by the Client.

SECTION 4.0

CLIENT RESPONSIBILITY

- 4.1 The Client shall provide the Consultant with authorized access to the Client's offices, network, and software during regular business hours to facilitate the scope of work and records management.
- 4.2 The Client shall provide the Consultant with a report each calendar month listing the building inspections performed by the Consultant for invoicing purposes. The report will be generated from the Client's official permit recordkeeping BS&A software program.

SECTION 5.0

OWNERSHIP OF MATERIALS

- 5.1** Any work product, materials, and documents produced by the Consultant pursuant to this Agreement shall be and remain property of the Client and shall not be made subject to any copyright unless authorized by the Client. The Consultant hereby assigns to the Client the copyright to all works prepared, developed, or created pursuant to the services outlined in this Agreement, including the rights to: (1) reproduce the work; (2) prepare derivative works; (3) distribute copies to the public by sale, rental, lease, or lending; (4) perform the works publicly; and (5) to display the work publicly. The Consultant waives its right to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.
- 5.2** The Consultant shall provide specific information requested by the Client for response to FOIA requests by the date and time requested by the Client's Clerk or in a specific format if so requested by the Client's Clerk.
- 5.3** If the Consultant receives a claim for damages, a summons or complaint, a subpoena or other document concerning a request for money damages, a threat of a lawsuit, or any court action proceeding, the Consultant shall immediately hand deliver these documents to the Client's Clerk and provide such documents to its errors and omissions insurance carrier.
- 5.4** In the event of litigation, the Client acknowledges that the Consultant can only produce information or materials requested at any point in the litigation process with authorization from the Client's Attorney or designated Legal Counsel. The Client agrees to defend the Consultant against any and all claims when the Consultant is operating under the direction of the Client's Attorney, or other designated Legal Counsel.

SECTION 6.0

INSURANCE AND LIMITATION OF LIABILITY

- 6.1** During the term of this agreement, the Consultant agrees to procure and maintain in effect insurance policies in the amounts and with the types of coverage shown below:
1. Professional liability insurance protecting the Consultant and its employees in an amount not less than \$2,000,000.
 2. Workers Compensation Insurance in the form and amount required by Michigan law.
 3. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage, with the Client named as additional insured.

- 6.2** The Client and the Consultant shall have no liability to each other for any claim relating to this agreement in excess of the fees and expenses paid to the Consultant except pursuant to indemnification obligations under Section 7.0. In no event shall the Client and the Consultant be liable to each other for indirect, special, incidental, or consequential damages, even if the Client and the Consultant have been advised of the possibility of such damages. Except as otherwise specifically provided in this agreement, neither party's liability to the other party under this Agreement shall exceed the total amounts paid or payable by the Client under this agreement.

SECTION 7.0

INDEMNIFICATION

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damages and losses arising from the negligent acts, errors or omissions of the Consultant in the performance of professional services under this Agreement, to the extent that the Consultant is responsible for such damages and losses on a comparative basis of fault and responsibility between the Consultant and the Client. The Consultant is not obligated to indemnify the Client for the Client's own negligence.

SECTION 8.0

TERMS OF AGREEMENT

- 8.1** The term of this Agreement shall be from the **date this agreement is first executed** through **June 30, 2028**, and shall be automatically extended unless written notice terminating this Agreement is provided by the Client, as set forth below. All rates and fees contained in this Agreement shall increase five percent (5%) if this agreement is automatically extended with no mutually agreed upon rate adjustment.
- 8.2** This Agreement may be terminated by either the Client or Consultant individually or jointly upon **sixty (60) days written notice**. Compensation during the notice period would be paid by the Client to the Consultant if services are faithfully rendered to the Client.

SECTION 9.0 – GENERAL PROVISIONS

- 9.1** The Exhibits attached to and referenced in this Agreement are incorporated into this Agreement by reference and expressly made an integral and component part of this Agreement for all purposes and shall be binding upon the Parties. References to any Exhibit in this Agreement shall be deemed to include this reference and incorporation.
- 9.2** Any notice under this Agreement shall be addressed and directed to the representatives of the Parties identified in Section 2.0.
- 9.3** The headings contained in this Agreement are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

- 9.4** This Agreement is intended solely for the mutual benefit of the Parties hereto, and there is no intention, expressed or otherwise, to create any rights or interest for any party or person other than the Parties.
- 9.5** With the exception of the individual who serves as the Building Official who shall be a dual employee of the Consultant and Client as stated in Section 1 of this Agreement, CWA shall perform the services under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Client other than as a contracting party and independent contractor. Except for the Building Official, employees of CWA shall not be deemed to be employees of the City for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security, or any other purpose.
- 9.6** CWA will not discriminate against any employee or applicant for employment because of 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, or veteran status. CWA will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 9.7** CWA agrees to comply with all applicable State, Federal, and Local statutes, ordinances, and regulations.
- 9.8** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, agents, volunteers, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Michigan Governmental Immunity Act, MCL 691.1401, *et. seq.*
- 9.9** This Agreement constitutes the entire agreement between the Parties, and all prior discussion, agreements and understandings, whether verbal or in writing, are merged into this Agreement.
- 9.10** If any section, subsection, clause, phrase or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, that portion shall be considered a separate, distinct and independent portion of this Agreement, and the remaining portions of this Agreement shall remain in full force and effect.

9.11 CWA agrees to avoid all conflicts of interest or appearances of conflict of interest in the performance of this agreement. CWA shall inform the Client immediately of any potential conflicts that may arise. CWA agrees to abide by the City of Plymouth Ethics Ordinance Chapter 2, Article 1. Sec. 2-1 through 2-25 In the City of Plymouth Code of Ordinances.

IN WITNESS WHEREOF, The Consultant and the Client execute this Agreement as of the date first set forth in this Agreement.

WITNESSES

CLIENT

John Buzuvis, Economic Development Director
City of Plymouth

Maureen Brodie, Clerk
City of Plymouth

CONSULTANT

Benjamin R. Carlisle, AICP
President
Carlisle/Wortman Associates, Inc.

EXHIBIT A SCOPE OF SERVICES

- 1) The Consultant agrees to provide building consultation services in connection with the scope of work as described below. The Client retains the right to make changes within the general scope of the agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original agreement.
- 2) Quality of Services under this agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. The Consultant shall perform its Services in compliance with all applicable laws, ordinances, standards, and regulations.
- 3) The Consultant's access to the Client's offices shall be limited to the normal business hours of the Client except under circumstances with prior permission granted by the Community Development Director or designee. Consultant shall provide management oversight of individuals assigned to work for the Client and shall cooperate with the Community Development Director or designee to ensure the quality of services provided meet the Client's satisfaction.
- 4) The Consultant agrees to provide a qualified individual registered by the State of Michigan to act as the Client's **Building Official** and to provide Building Code consultation as required. This individual will monitor inspection schedules and inspections to verify completeness and handle any technical or follow-up services needed, will receive phone calls and answer administrative and technical questions, and will meet with citizens or permit applicants to answer questions on a scheduled basis. The Building Official shall maintain Client office hours no less than 12 hours per week.
- 5) The Consultant agrees to provide individuals registered by the State of Michigan to act as the Client's **Building Inspectors** to perform building permit inspections and reinspections on a regularly scheduled basis. The assigned individuals shall report to the Building Official, shall coordinate work schedules and reporting of inspection results with the Client's Building Department Administrator, shall receive phone calls and answer administrative and technical questions, and shall meet with citizens or permit applicants to answer questions as needed during scheduled work hours.
- 6) The Consultant agrees to provide individuals registered by the State of Michigan to act as the Client's **Trade Inspectors** to perform trade permit inspections and reinspections on a regularly scheduled basis. The assigned individuals shall report to the Building Official, shall coordinate work schedules and reporting of inspection results with the Client's Building Department Administrator, shall receive phone calls and answer administrative and technical questions, and shall meet with citizens or permit applicants to answer questions as needed during scheduled work hours.

- 7) The Consultant agrees to perform **Construction Plan Review** for all applicable codes and trades for code compliance. Plan review will be performed by qualified individuals registered by the State of Michigan in all applicable code disciplines. Plan review will be performed in office and remotely and review reports will be submitted in digital format by email. Typical plan review will be completed within 5 business days with larger commercial, multiple, or industrial projects being completed within 10 business days. In cases where this is not possible, applicants will be notified with an explanation and an estimated completion date.

EXHIBIT B RATES AND FEES

Note: 2025-26 rates are effective from the date this Agreement is authorized through June 30, 2026. Subsequent rate adjustments shall occur on July 1st each year to align with the Client's fiscal year.

Building Official/Inspector/Plan Review Retainer Services

The fee for Building Official/Inspection Services shall be a monthly retainer as depicted below. The Building Official shall maintain Client office hours at least 12 hours per week. Other services performed above and beyond normal building official/Inspection duties shall be billed on an hourly rate basis for special projects as described below.

2025-26	2026-27	2027-28
\$3,000/mo	\$3,120/mo	\$3,245/mo

Plus: 80% of the City's plan review fees for commercial projects. Residential plan review is included with the retainer.

Permit Revenue Sharing

In addition to the monthly retainer, the Client agrees to pay the Consultant fifteen percent (15%) of all monthly permit revenues. This shall include permit revenues from building, plumbing, mechanical and electrical permits only. Consultant will be responsible for 15% of any permit refund which shall be reflected as credit to the client on the next invoice. This amount will be determined using the monthly reports provided to the Client by the Consultant. Permit revenues shall include all monies received to process permits. Fines and penalties shall not be included in permit revenues.

Trade Inspection Services

Trade Inspection Services shall be performed on days and times that the Client and Consultant mutually agree to for the timely performance of trade inspections, which may change from time to time. Trade inspections will be billed at per-inspection rates as depicted below.

2025-26	2026-27	2027-28
\$80/inspection	\$83/inspection	\$87/inspection

Expedited or emergency building inspections requested to be performed outside of regularly scheduled business hours shall be billed at a per-inspection rate to be agreed upon by the parties in advance of commencing work.

Miscellaneous Meetings, Court, Special Projects, Other

Attendance at meetings requested by the Client outside of regularly scheduled business hours, appearances to testify in court on behalf of the Client, special projects, and other necessary work shall be billed at the hourly rates listed below:

	2025-26	2026-27	2027-28
Principal	\$140	\$145	\$150
Division Director	\$125	\$130	\$135
Operations Manager	\$120	\$125	\$130
Building Official/Inspector	\$90	\$95	\$100
Support Staff	\$75	\$80	\$85

Fees for major projects will be quoted separately upon request.

RESOLUTION

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

- WHEREAS The City Commission is aware that the City of Plymouth has contracted with Carlisle/Wortman for Building Department Services since 2015,
- WHEREAS The City Commission is aware that Carlisle/Wortman has provided excellent services since that time, and
- WHEREAS Carlisle/Wortman has provided the administration with a contract that would guarantee a minimum level of services and allow for flexibility as service requirements increase or decrease, and

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve the enclosed contract for a period of three (3) years with Carlisle/Wortman for Building Department Consulting Services from date of execution through June 30, 2028.
