



Plymouth City Commission Regular Meeting Agenda Monday, August 18, 2025 7:00 p.m. Kiwanis Park – Auburn & Junction

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

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

1. **CALL TO ORDER**
 - a. Pledge of Allegiance
 - b. Roll Call
2. **APPROVAL OF MINUTES**
 - a. August 4, 2025 City Commission Regular Meeting Minutes
3. **APPROVAL OF THE AGENDA**
4. **ENACTMENT OF THE CONSENT AGENDA**
 - a. Approval of July 2025 Bills
 - b. Special Event: Yoga in the Park – 8/24/2025
 - c. Special Event: Ladies Night Out – 9/18/2025
 - d. Special Event: Scarecrows in the Park – 9/26/2025-11/3/2025
 - e. Special Event: Heros on Hines 5K Run/Walk – 9/27/2025
5. **CITIZEN COMMENTS**
6. **COMMISSION COMMENTS**
7. **OLD BUSINESS**
8. **NEW BUSINESS**
 - a. City Manager Contract
 - b. Creation of Corridor Improvement District – Old Village
 - c. Ezee Fiber METRO Act
 - d. Financial Investment Policy Amendments
 - e. Pick-up Truck Financing Package
 - f. Sidewalk and Cement Repair Program Bid Authorization
9. **REPORTS AND CORRESPONDENCE**
 - a. Liaison Reports
 - b. Paving Update
 - c. Appointments

10. 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



City of Plymouth

City Commission Regular Meeting Minutes

Monday, August 4, 2025, 7:00 p.m.

Garden Club Park- Forest & Sutherland, Plymouth, MI 48170

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. APPROVAL OF MINUTES

- a. July 21, 2025 City Commission Regular Meeting Minutes

Motion to approve the July 21, 2025 City Commission Regular Meeting Minutes made by Pobur, supported by Moroz;

There was a voice vote.

MOTION PASSED UNANIMOUSLY

3. APPROVAL OF THE AGENDA

Motion to approve the agenda for August 4, 2025 made by Filipczak supported by Maguire;

There was a voice vote.

MOTION PASSED UNANIMOUSLY

4. ENACTMENT OF THE CONSENT AGENDA

- a. Special Event: Pumpkin Palooza, Sunday 10/19/2025

Motion to approve the consent agenda item made by Minton supported by Pobur;

There was a voice vote.

MOTION PASSED UNANIMOUSLY

5. CITIZEN COMMENTS

Sharon Bright 605 Simpson spoke about the partnership between the Plymouth Garden Club/ Garden Club Park and the City of Plymouth.

Lori Golden 1216 Lyndon Spoke thanked Sincock for his long service to the City of Plymouth and the City's strategic Plan.

Mark Waller 1051 N. Mill introduced himself as an applicant for the future CIA board.

Scott Lorenz 1310 Maple Commended Sincock for his service to the City of Plymouth and spoke about the Championship PUD withdrawal and also Carlisle Wortman.

Various residents spoke in support of Mark Waller as a candidate for the future CIA board. [Ellen Elliott 404 Irvin, Pete Mundt 643 N Harvey, Kristi Holmes 633 Starkweather, Leanne Smith(?) 253 Blanche]

Kristin McHale Johnson 712 Fairground, spoke about parks, park safety issues and park partnerships.

Tim Sullivan 153 Pinewood Circle Congratulated Sincock on his retirement and long service to the City of Plymouth, and also spoke about the many successful condo and PUD developments.
Jason Wladischkin 259 Fair StSpoke about the City's Strategic Plan, availability of matching funds from Lion's Club for park and Fairground Park safety issues.
Kristi Holmes 633 Starkweather also introduced herself as an applicant for the CIA board.
Jim Mulhern 396 Arthur, spoke about the informative budget meeting s for the Commission candidates.

6. COMMISSION COMMENTS

Moroz reminded encouraged everyone to vote on Tuesday and spoke about the new Plymouth Pulse issue, the Vermin Ordinance article, and the Parks & Recreation funding plan.

Pobur encouraged everyone to vote on Tuesday.

Maguire thanked Bright for her work on weeding in Garden Club Park, thanked Waller and Holmes for applying to serve on the CIA board, Golden for her comments, and encouraged everyone to vote on Tuesday.

Filipczak spoke about positives, communication and transparency of the City of Plymouth.

Kehoe thanked everyone for attending the meeting, spoke about positives of the City of Plymouth, informative budget meetings for Commission candidates, communication with the City of Plymouth, and the vermin ordinance.

Minton thanked everyone for their attendance, Bright for work in the park, Waller and Holmes as CIA Board applicants, Scanlon and Porman for the candidate budget meetings, encouraged everyone to vote on Tuesday, and spoke about the League of Women Voters candidate forum.

Deal thanked everyone for their comments, spoke about the Plymouth Pulse information, Tuesday August 26 at 11:00 am there will be a sweet treats event In the Garden Club Park where kids can speak with police officers about public safety, transparency of and communication with the City, and recognized employee anniversaries: PD Sergeant Josh Carroll - 21 years; Ken Campbell at Municipal Services – 3 years; Abby Gazvoda in the Finance Department – 2 years; Matt Lawson (former employee) at Recreation Department – 1 year.

7. OLD BUSINESS

a. Electric Vehicle Charging Ordinance – Final Reading

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

RESOLUTION 2025-70

WHEREAS The City of Plymouth has a Code of Ordinances in order to help to protect Public Health, Safety, and welfare; and

WHEREAS There is a need to regulate Electric Vehicle Charging Station parking Spaces, in order to ensure that charging stations are available to those who need that service.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby adopt, at the Second and Final Reading the following to the City of Plymouth Code of Ordinances:

ADD Section 70-98 – Electric Vehicle Charging

ADD Section 70-99 – Penalties for Violation

BE IT FURTHER RESOLVED THAT the City Clerk shall include the complete language sections for the proposed additions to the City Code of Ordinances with the official meeting minutes of this meeting.

Electric Vehicle Parking Ordinance

Sec. 70-98. - Electric vehicle charging.

It shall be unlawful for any person to park or stand a non-electric vehicle in any municipal parking space that has been designated as a public electric vehicle charging station. Further, it shall be unlawful for any person to park or stand an electric vehicle in a municipal parking space that has been designated as a public electric vehicle charging station when not electrically charging or parked beyond the time limits designated on the regulatory signs posted. For purposes of this section, "charging" means an electric vehicle is parked at a public electric vehicle charging station and is connected to the charging station equipment.

Sec. 70-99. - Penalties for violation.

A vehicle parked in violation of the provisions specified in section 70-98 shall be a municipal civil infraction and subject to a fine of not less than \$35.00. In addition, any motor vehicle parked in violation of this section may be removed by the city and impounded. Any vehicle so impounded by the city shall not be released to the owner until all storage and towing charges shall have been paid by the owner.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

8. NEW BUSINESS

a. Salem Landfill Letter of Intent (LOI) Non-Binding

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

RESOLUTION 2025-71

WHEREAS The City of Plymouth does own a former landfill located at 7511 Chubb Road, Northville, MI 48168, that ceased operation in 1971; and

WHEREAS The City of Plymouth has had discussions with RSB Holdings, LLC, on a potential purchase of the property, for use as a mulch production and storage facility; and

WHEREAS RSB Holdings, LLC has signed the enclosed Letter of Intent (LOI), and the City of Plymouth Brownfield attorney has reviewed and approved the same; and

WHEREAS The Letter of Intent is for a 180-day period, is non-binding, and non-exclusive, and provides the purchaser with the ability to begin due diligence on the property as outlined in the document; and

WHEREAS A formal Purchase and Sale Agreement (PSA) will be drafted in advance of the expiration of the Letter of Intent expiration to be considered by the purchaser and the city commission at a later date.

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth City Commission approves the Letter of Intent and authorizes the mayor to execute the same on behalf of the city.

View (LOI) at <https://www.plymouthmi.gov/common/pages/GetFile.ashx?key=SW0%2fAYmT>

There was a voice vote.

MOTION PASSED UNANIMOUSLY

- b. DIRECTV Uniform Video Service Local Franchise Agreement Renewal
Motion to approve the following resolution made by Moroz, supported by Minton;

RESOLUTION 2025-72

WHEREAS Direct TV 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 Franchise Agreement under the terms of the METRO ACT in accordance with State Law. The City Manager is hereby authorized to sign the agreement on behalf of the City of Plymouth.

View Agreement at <https://www.plymouthmi.gov/common/pages/GetFile.ashx?key=SW0%2fAYmT>

There was a voice vote.

MOTION PASSED 6-1

9. REPORTS AND CORRESPONDENCE

a. Liaison Reports:

Minton: Reported on the Planning Commission

Kehoe: Reported on the OVA

Filipczak: Reported on the HDC

Moroz: Reported on the ZBA

b. Appointments

There were no appointments.

10. ADJOURNMENT

The next regular City Commission meeting is 7:00 pm on Monday, August 4 at Kiwanis Park – Auburn & Junction.

Motion made by Filipczak, supported by Maguire, to adjourn the meeting at 7:50 p.m.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

SUZI DEAL
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK



Special Event Application

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

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

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

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

Sponsoring Organization's Legal Name

Move Meant Massage & Yoga LLC

Ph# 734-377-5024 Fax#

Email move@move-meant.com

Website www.move-meant.com

Address 39319 Plymouth Rd.

City Livonia

State MI Zip 48150

Sponsoring Organization's Agent's Name

Hannah Grimm
Move-Meant Massage & Yoga LLC

Title Owner/Instructor

Ph# 734-377-5024 Fax#

Email "

Cell#

Address 39319 Plymouth Road

City Livonia

State MI Zip 48150

Event Name Yoga in the Park

Event Purpose Yoga

Event Date(s) 8/24

Event Times 1PM - 2:30PM

Event Location Helloggg Park

What Kind Of Activities? Yoga

What is the Highest Number of People You Expect in Attendance at Any One Time? 30-40

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.)

Attached

CITY OF PLYMOUTH
Date 08/08/2025 4:05:51 PM
Ref YOGA IN THE PARK
Receipt 0000483802
Amount \$200.00
Tender Type: CREDIT CARD
CC #:
XXXXXXXXXXXXXXXXXXXX0312

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:

8/24/25
6/12/26, 7/25/26, 8/17/26

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)

Yoga in the Park

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)?

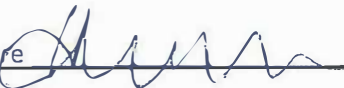
YES ☐ NO ☒

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

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The MOVE-Meant (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 MOVE-Meant Yoga (event name) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature 

Date 8-8-25

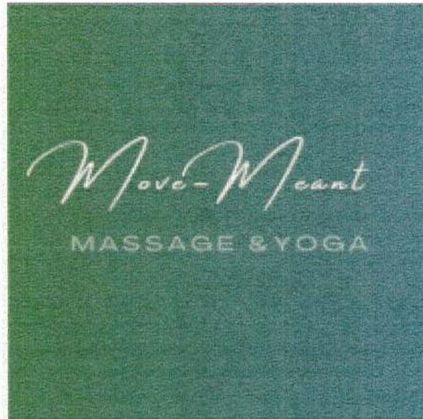
Witness _____

Date _____

Outdoor Yoga in the Park

Join me for a gentle, all-levels yoga class in the park! This 1-hour session is designed to be simple, supportive, and easy to follow—perfect for beginners or anyone looking to move, stretch, and breathe in the fresh air. We'll flow through basic poses, enjoy deep stretches, and end with relaxation under the open sky.

Bring a yoga mat or towel, some water, and anything else you need to feel comfortable. Come as you are—everyone is welcome!



**FREE Yoga in
the Park**

LOCATION: KELLLOGG PARK

298 S MAIN ST.

PLYMOUTH, MI 48170

DATE: 8/24

TIME: 1PM-2PM



Certificate of Insurance

OCCURRENCE COVERAGE

ABMP In-Dues Liability Program

ABMP MAILING ADDRESS:

Associated Bodywork & Massage Professionals
25188 Genesee Trail Road
Suite 200
Golden, CO 80401

MASTER POLICY HOLDER

Allied Professionals Insurance RPG

AGENT/BROKER

Allied Professionals' Insurance Services

ISSUED BY:

Allied Professionals Insurance Company, A
Risk Retention Group, Inc.

POLICY #: API-ABMP-25

LIABILITY LIMITS

(per member)

COMMERCIAL GENERAL LIABILITY

ANNUAL AGGREGATE	\$6,000,000
PER OCCURRENCE LIMIT	\$2,000,000
PRODUCTS-COMP/OP	Included
PROFESSIONAL LIABILITY	Included
GENERAL LIABILITY	Included
FIRE LIABILITY LIMIT	\$100,000

To verify information, contact ABMP. Tel: 303-674-8478 Fax: 303-674-0859

This Policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group. Coverage is afforded to person(s) named herein as Named Insureds according to the terms and conditions of the Policy to which this Certificate refers, subject to limitation by any applicable state licensing laws. No other rights or conditions, except as specifically stated herein, are granted or inferred.

COVERAGES

THIS IS TO CERTIFY THAT THE POLICY OF INSURANCE LISTED ABOVE HAS BEEN ISSUED TO THE INSURED NAMED BELOW. THE INSURED ACTIVE DATE LISTED BELOW APPLIES ONLY TO ELEMENTS OF COVERAGE CONTINUOUSLY IN PLACE SINCE THE INCEPTION OF THE NAMED INSURED'S POLICY. CHANGES TO COVERAGE ARE EFFECTIVE RETROACTIVELY ONLY TO THE DATE THE CHANGE WAS MADE. REPORT IN WRITING WITHIN 48 HOURS ANY & ALL CLAIMS, OR INCIDENTS THAT YOU BELIEVE MAY RESULT IN A CLAIM, EVEN IF GROUNDLESS.

This Certificate, along with the Policy to which it refers, is valid evidence of coverage extended to the Certificate Holder listed below.

CERTIFICATE HOLDER

(Active Registered Members are on file with the ABMP Membership Director.)

Member/Named Insured: Tunde Grimm
Membership I.D. #: 852947
Member/Policy Term Active: Jun-25-2025
Member/Policy Term Expires: Jun-24-2026
Total Member Cost: \$ 199

(ABMP Membership, including
Member Liability Coverage)

ADDITIONAL INSURED:

(with inception date)

Plymouth Investment Group, LLC.	Aug 04, 2025
Move-Meant Massage & Yoga LLC 39319 Plymouth Rd. Livonia, MI 48150	Jun 25, 2025
City of Plymouth	Aug 13, 2025
Five Lakes CrossFit	Aug 04, 2025

Coverage is extended subject to all terms and conditions of the Policy.

Pluh 87

Authorized Representative

CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice for non-payment or 90 days written notice for any other reason to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Event Name & Date: Yoga in the Park – 9/24 /25

Location: Kellogg Park

MUNICIPAL SERVICES:	Approved	Denied	(list reason for denial)	Initial CP
NO SERVICES NEEDED				
\$250 Bathroom Cleaning Fee Per Day of Event? YES \$250 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				

SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. EVENT SITE FEE _____ TOTAL ESTIMATED FEE **\$250**

DEPOSIT PAID: **-\$200**

APPROVED _____ NOT APPROVED _____

DATE 8-18-25

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 /Wanda Clouston Title Event Manager

Ph# same Fax# same Email same Cell#

Address same City State Zip

Event Name Ladies Night Out

Event Purpose Ladies Shopping Event

Event Date(s) Thursday, September 18, 2025

Event Times 4 p.m. to 8 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? 300

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

Event Details: A special shopping day just for women with special sales, treats, give-a-ways & door prizes.
Restaurants will have specials for "ladies only."

RECEIVED

AUG 13 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):

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 ☐
at restaurants

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 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

8/13/2025
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) 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 Ladies Night Out (*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 8/13/2025

Witness Wanda Clouston

Date 8/13/2025

Event Name & Date: Ladies Night Out – 9/18 /25

Location: Downtown Plymouth

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				

SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. EVENT SITE FEE _____ TOTAL ESTIMATED FEE **\$0**

APPROVED _____ NOT APPROVED _____

DATE 8-18-25

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 / Wanda Clouston Title Event Manager

Ph# same Fax# same Email same Cell# _____

Address same City _____ State _____ Zip _____

Event Name Scarecrows in the Park

Event Purpose To promote the community

Event Date(s) September 26 through November 3, 2025

Event Times 24/7

Event Location Kellogg Park

What Kind Of Activities? Local groups create a scarecrow to be viewed by visitors in Downtown Plymouth

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: Local businesses, clubs, groups and residents c. rate scarecrows. There will be 100 scarecrow spaces available in Kellogg Park along Main Street, Ann Arbor Tr., Penniman, and along the sidewalks in the interior of the park.

RECEIVED

AUG 13 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): _____

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)

We will need 100 poles sunk into the ground in Kellogg Park spaced along Main Street, Ann Arbor Tr. and Penniman Ave., and along the sidewalks through the interior of the park, to be removed after November 5.

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.

8/3/2025
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

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 Scarecrows 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 Mary Nyhus

8/13/2025

Witness Wanda Clouston

Date 8/13/2025

Event Name & Date: Scarecrows in the Park – 9/26/25 – 11/3/25

Location: Kellogg Park

MUNICIPAL SERVICES:	Approved	Denied	(list reason for denial)	Initial CP
LABOR SET UP & TEAR DOWN				
EQUIPMENT SET UP & TEAR DOWN				
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO				
Labor Costs: \$ 1500 Equipment Costs: \$600 Materials Cost:				
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 JB
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 **\$2,100**

APPROVED _____ NOT APPROVED _____ DATE 8-18-2025



Special Event Application

ITEM #4.e.

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		Friends of Wayne County Parks							
Ph#	734-261-1990	Fax#		Email		Website	www.waynecountymi.gov		
Address		335 Ann Arbor Trail		City	Westland	State	MI	Zip	48185
Sponsoring Organization's Agent's Name		Kim Healy				Title	Manager of Recreation		
Ph#	734-261-9087	Fax#		Email	khealy@waynecountymi.gov	Cell#			
Address		335 Ann Arbor Trail		City	Westland	State	MI	Zip	48185

Event Name	Heroes on Hines 5K Run/Walk		
Event Purpose	A Run/Walk in honor of our fallen first responders who have given all for us! All proceeds go toward the upkeep and engraving of the First Responders Memorial!		
Event Date(s)	September 27, 2025		
Event Times	9: 00AM		
Event Location	First Responders Memorial 12000 N. Haggerty Road Plymouth, MI 48170		
What Kind Of Activities?	5K Run/Walk		
What is the Highest Number of People You Expect in Attendance at Any One Time?	500		
Coordinating With Another Event?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	If Yes, Event Name: _____
Event Details:	(Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.) Friends of Wayne County Parks will host their annual Heroes on Hine Run/Walk. This will take place only on Hines Drive from Haggerty Rd to Northville Rd.		

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)

No city services required.

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.

July 1, 2025

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 Friends of Wayne County Parks (*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 Heroes on Hines 5K Run/Walk (*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.

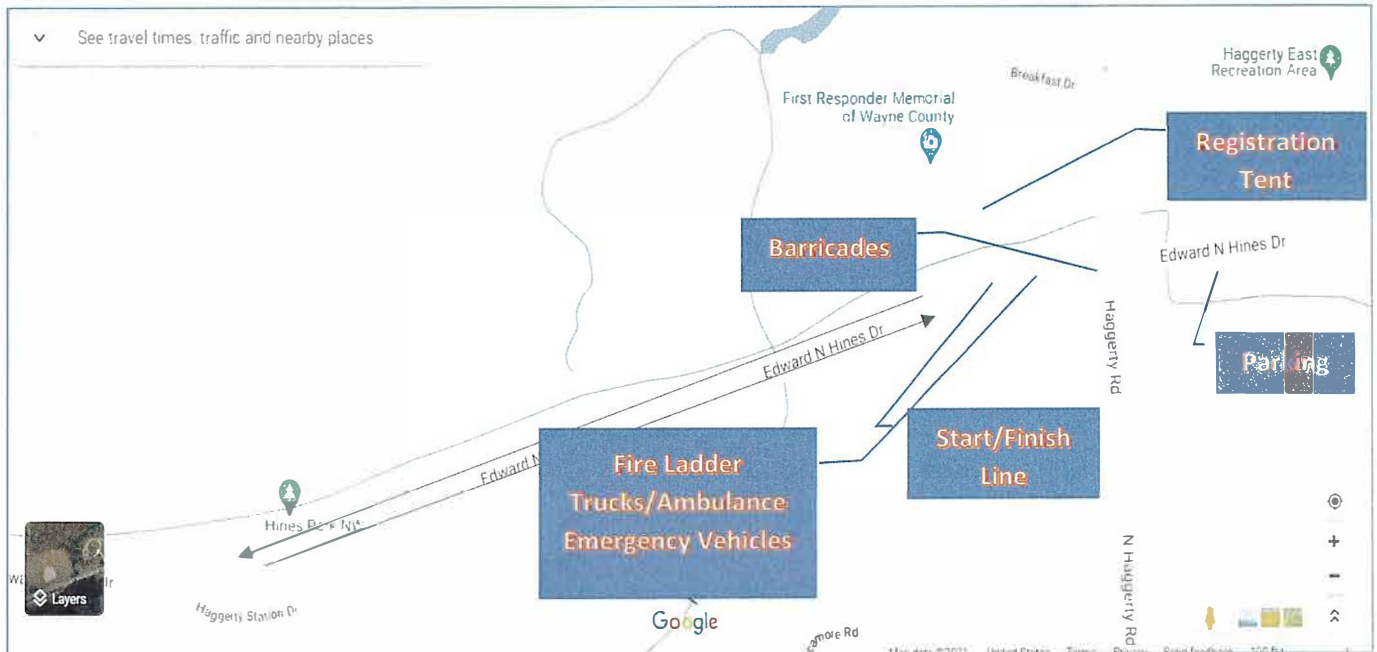
Signature Kim Healey

Date 7/21/25

Witness [Signature]

Date 7-21-25

HEROES ON HINES 5K



Event Name & Date: Heroes on Hines 5K Walk/Run - 9/27/25

Location: First Responders Memorial

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 TB
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 EVENT SPONSORS MUST PROVIDE CERTIFICATE OF INSURANCE PRIOR TO EVENT				
Class III – High Hazard NAMING CITY OF PLYMOUTH AS ADDITIONALLY INSURED IN DESCRIPTION AREA				
Class IV – Severe Hazard				

ESTIMATED TOTAL FEE \$ N/A

APPROVED _____ NOT APPROVED _____

DATE 8-18-2025



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. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - City Manager Contract - 08-18-25.docx
Date: August 14, 2025
RE: City Manager Contract

Background

On July 21, 2025, City Manager Paul Sincock formally announced his retirement in accordance with his employment contract. His final day of service will be October 17, 2025. At the same meeting, the City Commission approved the appointment of Chris Porman as City Manager, effective October 17, 2025, contingent upon the execution of an employment agreement. The Commission took the lead in developing this agreement, using the current City Manager contract as its baseline.

Key Provisions of the Agreement

- **Term of Service:** Under the City Charter, the City Manager serves at the pleasure of the City Commission and may be terminated at any time, for any reason, subject to the severance provisions. In the event of termination, Mr. Porman would have the option to return to his former role as Director of Municipal Services for up to 18 months, during which termination could occur only for just cause. If the Commission elects to end the employment relationship entirely, a one-year severance payment will be provided.
- **Resignation/Retirement:** Mr. Porman may resign or retire at any time with a minimum of three (3) months' notice to ensure a smooth transition.
- **Compensation and Benefits:** The annual salary for the position is set at \$164,000, approximately \$20,000 less than the current salary for the role. The position is exempt, with a standard work schedule of 40 hours per week (2,080 hours annually) and may require work outside normal business hours. Schedule flexibility will be maintained to balance organizational and personal needs. The agreement does NOT provide a car allowance or city vehicle.
- **Fringe Benefits:** All benefits are consistent with those provided to full-time employees with a hire date of May 1999, including health, disability, and life insurance; sick leave; and vacation accrual.
- **Professional Development:** Mr. Porman currently serves as Co-Chair for both the Michigan Public Service Institute and the Midwest Advanced Public Service Institute and

is encouraged to continue these professional roles. The City will support his attendance at one in-state and one out-of-state conference annually.

- **Additional Provisions:** The City will provide a city-issued cell phone and cover the cost of membership in one local civic club. Further, the City Commission will provide the City Manager with a performance review annually, in the fourth quarter of the Fiscal Year.

Legal Review

The employment agreement has been reviewed by the City Attorney.

Recommendation

As the City Manager is a direct hire of the City Commission, it is recommended that the Commission formally approve the employment agreement with Mr. Porman. The terms are consistent with the template of the current City Manager's contract, with modifications as outlined above.

If you have any questions prior to the meeting, please contact me directly.

RESOLUTION

The following Resolution was offered by _____ and seconded by _____

WHEREAS The City of Plymouth Charter requires that the City Commission hire a City Manager to run the day-to-day operations of the city, and

WHEREAS Current City Manager Paul Sincock has announced his retirement to be effective October 17, 2025, and

WHEREAS On July 21, 2025, the City Commission approved the hiring of Chris Porman as City Manager of the City of Plymouth to be effective on October 17, 2025, and

WHEREAS There is a need for an employment agreement between the City and Chris Porman.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby authorize the Employment Agreement between the City of Plymouth and Chris Porman and authorizes the Mayor to execute the 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 & City Clerk
From: Paul J. Sincock, City Manager
CC: Memorandum - Establish Old Village Corridor Improvement Authority - CIA - 08-18-25
Date: August 13, 2025
RE: Creation of Old Village Corridor Improvement Authority

Background

The concept of establishing a Corridor Improvement Authority (CIA) in the Old Village area has been included in the City's one-year task lists for 2023, 2024, and 2025. The CIA will include a Tax Increment Finance (TIF) District. This is a complex undertaking that has been under City Commission review since late 2022. In October 2024, the City Commission authorized the engagement of consultants to evaluate the proposal and implement the next steps.

The proposed CIA District boundaries are larger than initially discussed in 2023, based on recommendations from the City Planner and City Assessor. This expansion ensures compliance with statutory requirements and supports future projects, such as the pedestrian connection from Mill Street to Hines Drive via Wilcox, as well as a potential linkage between Downtown and Old Village. A larger district will also accelerate the pace at which TIF revenues are generated. Properties proposed for inclusion in the CIA District are highlighted in blue on the attached map.

It is important to note that establishing a CIA District will dedicate a portion of city tax revenues to projects within the district, thereby limiting their availability for citywide use. The same principle applies to the Downtown Development Authority (DDA). The purpose of both CIA and DDA Districts is to leverage dedicated tax revenues to stimulate economic growth, primarily through infrastructure improvements.

Significant staff time and consultant resources have already been invested in this initiative. If the City Commission approves the creation of the CIA District, there will be ongoing costs for assessment, finance, and legal support. Consistent with DDA operations, all such expenses—both initial and annual—must be reimbursed to the General Fund.

A memorandum from John Buzuvis is attached, providing further background on the establishment of the CIA. Adoption of the proposed resolution will formally create the Authority and establish its boundaries.

Recommendation

If the City Commission wishes to proceed with the creation of the Corridor Improvement Authority, the next step is to adopt the attached resolution, which has been reviewed by the City Bond Attorney and is compliant with state law. Adoption will formally establish the CIA and define its boundaries. This is one step in a longer process, with additional formal actions anticipated in the fall and winter.


For questions in advance of the meeting, please contact either John Buzuvis or me.



Administrative Recommendation

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

www.plymouthmi.gov
Phone 734-4531234
Fax 734-455-892

To: Paul Sincok, City Manager
From: John Buzuvis, Economic Development Director 
CC: S:\Community Development\OVDA/2024
Date: August 8, 2025
RE: Creation of Old Village Corridor Improvement Authority

Background

Creating a Corridor Improvement Authority (CIA) in Old Village has been discussed several times over the course of the last couple of years as part of the City Commission's strategic plan. The development of a district is a detailed and multi-step process as prescribed in Public Act 57 of 2018. Below is an outline of the process to date:

- In October 2024, the City Commission approved the engagement of a consultant team to assist the city with that process and to create and implement a CIA district in the Old Village area.
- At the April 21, 2025 meeting, the City Commission took the first step to create a Corridor Improvement District with the review and approval of a Resolution of Intent to Create a Corridor Improvement/Tax Increment Finance Authority (CIA/TIF), in Old Village. Included in that resolution, as required by state law, the City Commission also set a date for a formal public hearing to take comment related to the creation of a district.
- The formal public hearing was, advertised as required by statute, and held on Monday June 2, 2025, at the regular City Commission meeting. Per law, a waiting period of at least 60 (sixty) days, after the public hearing, is required prior to formally creating the district and its boundaries. The sixty-day waiting period concluded on August 1st, 2025.

If the City Commission wishes to create the Corridor Improvement Authority, their next step is to take affirmative action, via resolution, to formally create the district and establish its boundaries. The creation of the Old Village Corridor Improvement Authority indicates the City Commission feels it is "in the best interest of the public to redevelop and improve the Old Village Corridor Improvement District to promote economic growth." This language is taken directly from the statute and should not be construed to indicate that there is not economic growth already occurring. The language of the resolution is required by statute, among other requirements (see attached draft resolution) to continue to move the project forward.

The proposed district boundaries (see attached map and legal description) contain approximately 225 parcels, with approximately 72% designated for first floor commercial use meeting the statute for eligibility. The proposed district is large enough to enhance tax capture and create a "development area" that is in line with the strategic goals of the City Commission. By statute, at least 50% of the properties contained in a district must have first-floor commercial use. The boundaries represent the key commercial areas of Old Village and include

focus areas in the strategic plan, such as Wilcox Dr., the Wilcox Mill property, and a good portion of North Main St. This district layout allows us to consider and potentially fund future projects to connect these areas with pedestrian-friendly enhancements.

Preliminary tax capture projections estimate revenue of \$16,500 in 2026 (Graph A), assuming the county opts out and its portion of the taxable value increase is not captured. By 2030, that figure is projected to increase to approximately \$89,000. If the county does not opt out (Graph B) and its portion is included, early projections indicate a capture of approximately \$29,000 in 2026 and \$155,000 by 2030. As a reminder, development areas and TIF districts generate revenue on an incremental basis. That is, revenue growth is based on the year-over-year increase in taxable value above the established base value (Graph C). The opportunity for other taxing jurisdictions to opt out will come later in the process. These initial revenue projections assume that most, if not all, taxing jurisdictions will opt out. These are preliminary projections and will be refined as we move through the process. The administration has reached out to the various taxing entities to discuss the TIF district and answer any questions they may have.

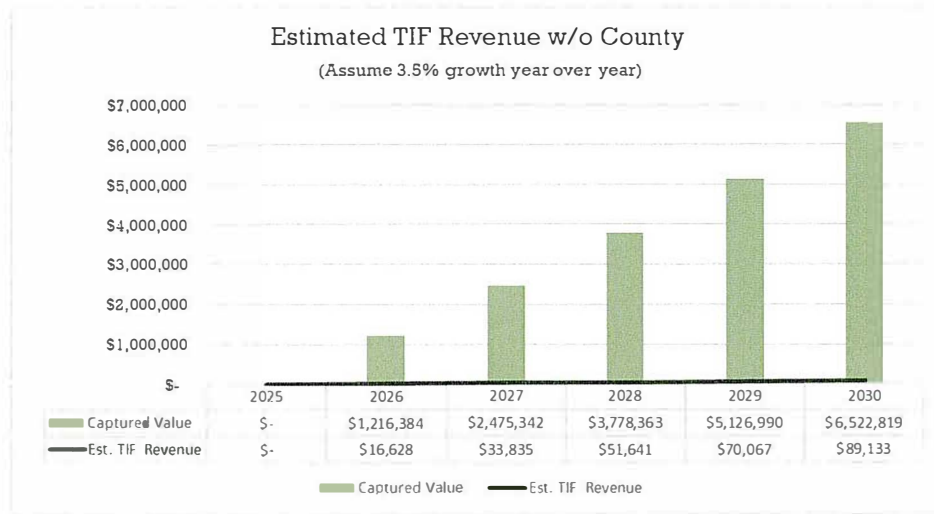
Initially, the start-up costs for the district will be reimbursed to the City by the CIA, as was the case during the establishment of the Downtown Development Authority. We anticipate these start-up costs, including staff time, consultants (with \$30,800 approved by the City Commission in October 2024), materials, mailings, publications, and related expenses, to total approximately \$45,000 to \$50,000. Annual administrative fees paid to the City, consistent with other departments, will also be funded through annual TIF revenues.

Assuming the City Commission does formally approve/designate the CIA/TIF district, the City Commission would need to establish an Old Village Corridor Improvement Authority Board of Directors. Once established and members appointed, the newly constituted board will begin reviewing the draft Corridor Plan in conjunction with the City Commission. The CIA Board will meet to review its purpose and responsibilities, as well as the draft Development and Tax Increment Finance (TIF) Plan. Ultimately, the CIA board will recommend the approval of the draft plan to the City Commission at which time, per statute, another formal public hearing is required to be held prior to the adoption of the plan and the official implementation of the development plan and tax increment finance capture. The administration anticipates the required public hearing to take place in November or December of this year and the review/approval/adoption of the final plan in the first quarter of 2026.

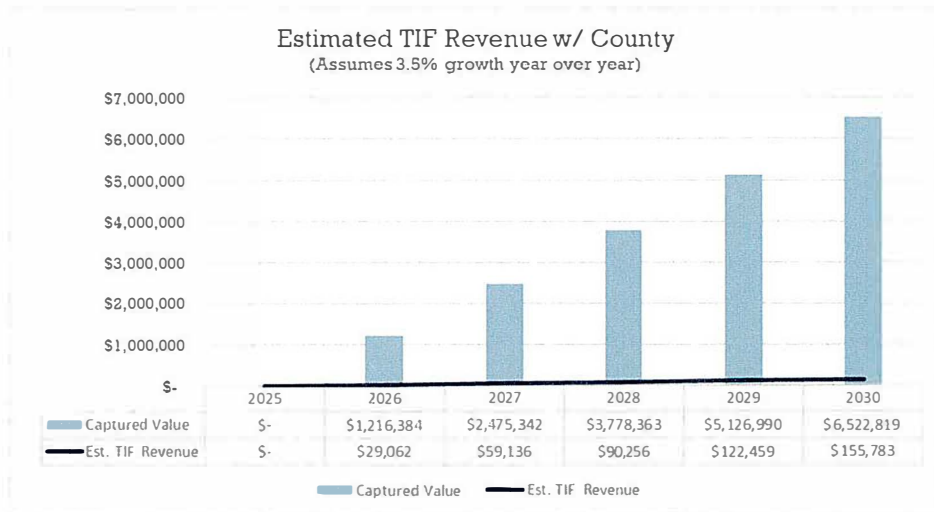
Recommendation

The administration recommends that the City Commission review and approve the enclosed resolution creating the Old Village Corridor Improvement Authority, the boundaries of the district, and establishing the Old Village Corridor Improvement Authority board of directors.

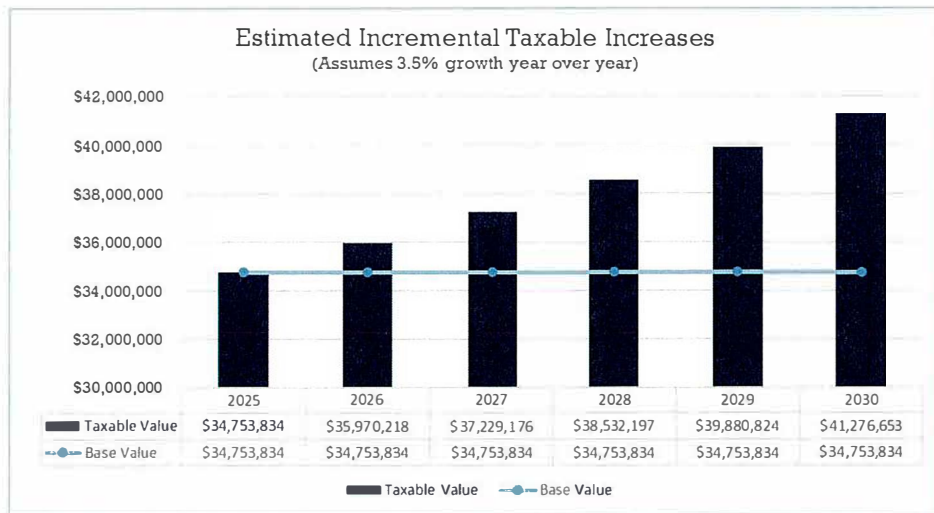
Graph A:

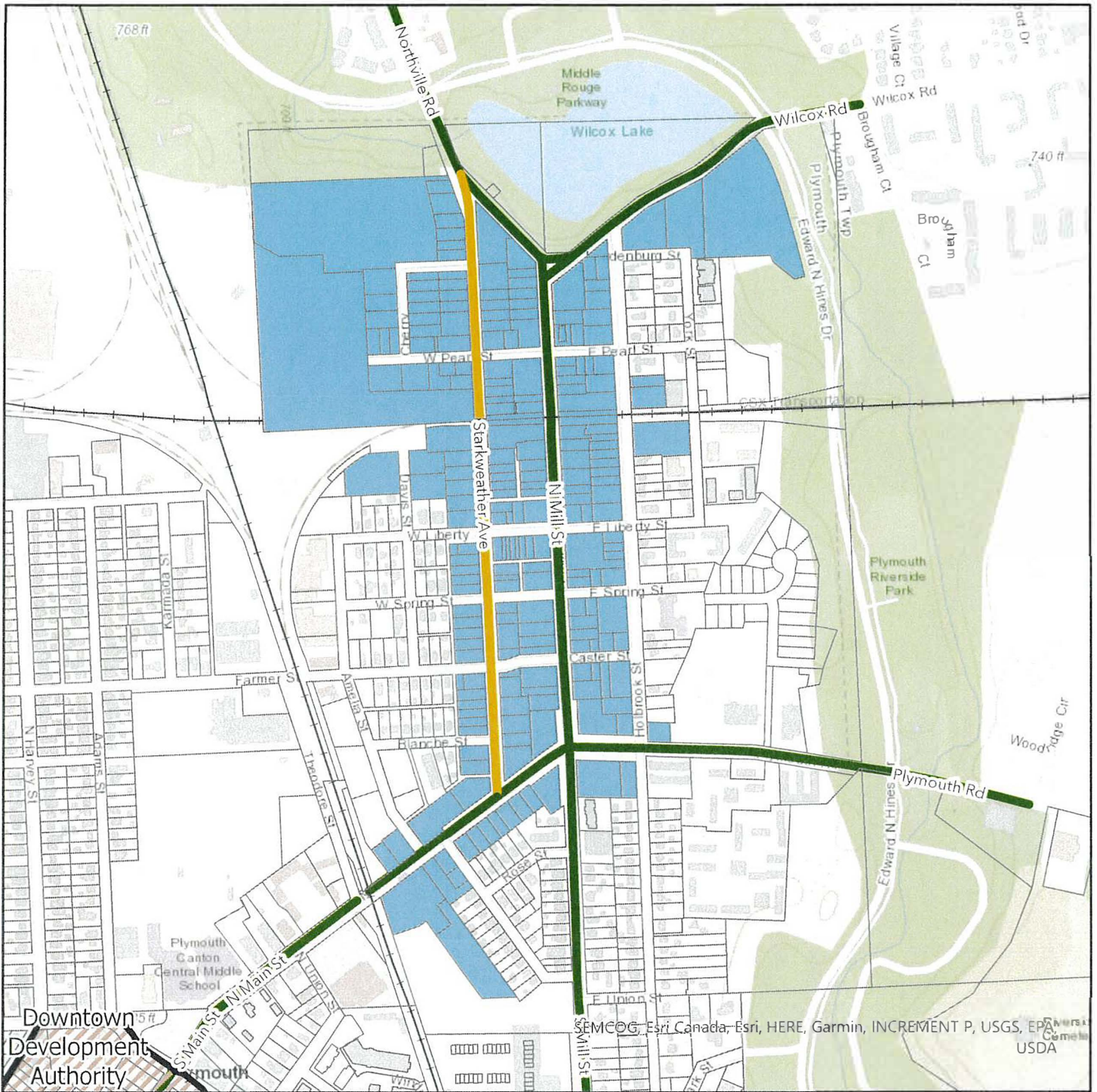


Graph B:



Graph C:





Old Village CIA District DRAFT City of Plymouth Wayne County, Michigan

TIF & Development
District Parcels

Major Arterial
Major Collector



EXHIBIT A

Prepared by: Carlisle/Wortman Associates, Inc.
Date: April 2025



Old Village CIA District

Legal Description

Basis of bearing of this description is ASSESSOR'S PLYMOUTH PLAT NO. 17 of part of Hardenberg's Addition to Plymouth Village and of part of the Southeast ¼ of the Southwest ¼ of Section 23, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan as recorded in Liber 66 of Plats, Page 79, Wayne County Records.

Part of the South ½ of Section 23 and the North ½ of Section 26, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan, described as:

BEGINNING at the Northwest corner of Lot 622 of said ASSESSOR'S PLYMOUTH PLAT NO. 17; thence N. 88° 18' 04" E. 907.64 feet along the North line of said Lot 622 to a point on the Westerly right of way line of Northville Road (66 feet wide); thence S. 19° 50' 31" E. 153.00 feet along said right of way line of said Northville Road; thence N. 70° 09' 29" E. 77.84 feet to a point on the Southwesterly right of way line of North Mill Street (66 feet wide) said point also being the Northerly corner of Lot 617 of said ASSESSOR'S PLYMOUTH PLAT NO. 17; thence S. 43° 47' 30" E. 397.90 feet along the said Southwesterly right of way of said North Mill Street to a point on the Westerly right of way line of said North Mill Street (66 feet wide); thence S. 02° 13' 30" E. 15.81 feet along said West right of way of line said North Mill Street to the Southeast corner of Lot 575 of said ASSESSOR'S PLYMOUTH PLAT NO. 17; thence S. 42° 10' 22" E. 102.79 feet to a point on the East right of way line of said North Mill Street said point also being on the Southerly right of way line of Wilcox Road (66 feet wide) and said point being the Northwesterly corner of Lot 551 of ASSESSOR'S PLYMOUTH PLAT NO. 16 of that part of Bradner and Holbrook's Subdivision lying in Section 23 and of part of the Southwest ¼ of the Southeast ¼ of Section 23, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan as recorded in Liber 66 of Plats, Page 82, Wayne County Records; thence N. 51° 35' 10" E. 548.04 feet along said Southerly right of way line of said Wilcox Road; thence N. 62° 53' 45" E. 297.86 feet along said Southerly right of way line of said Wilcox Road to the Northwest corner of Lot 508 of said ASSESSOR'S PLYMOUTH PLAT NO. 16; thence N. 52° 25' 15" E. 310.61 feet along said Southerly right of way line of said Wilcox Road; thence S. 34° 42' 56" E. 65.15 feet; thence along the arc of a curve to the right 96.63 feet with a radius of 456.91 feet, a central angle of 12° 33' 54" a chord bearing of S. 27° 04' 08" W. and a distance of 96.45 feet; thence S. 19° 47' 11" E. 103.60 feet; thence along the arc of a curve to the right 421.09 feet with a radius of 6197.57 feet, a central angle of 03° 53' 35" a chord bearing of S. 14° 48' 45" E. and a distance of 421.01 feet; thence S. 77° 14' 51" W. 50.26 feet; thence N. 49° 42' 02" W. 127.33 feet; thence N. 18° 20' 00" W. 28.71 feet to a point on the South line of Lot 508 of said ASSESSOR'S PLYMOUTH PLAT NO. 16; thence along said South line S. 88° 36' 52" W. 369.68 feet to a point on the East right of way line of York Street (49.50 feet wide) as platted said point also being the Northwest corner of Lot 510 of said ASSESSOR'S PLYMOUTH PLAT NO. 16; thence N. 02° 27' 55" W. 49.17 feet along said East right of way line of said York Street; thence S. 88° 24' 10" W. 379.49 feet to a point on the West right of way line of Holbrook Avenue (66 feet wide); thence S. 02° 23' 13" E. 587.93 feet along said West right of way line of said Holbrook Avenue; thence N. 87° 36' 47" E. 66.00 feet to a point on the East right of way line of said Holbrook Avenue said point also being the Northwest corner of Lot 536 of said ASSESSOR'S PLYMOUTH PLAT NO. 16; thence N. 87° 41' 47" E. 163.21 feet along the North line of said Lot 536 to the Northeast corner of said Lot 536; thence S. 04° 18' 14" E. 50.99 feet to the Southeast corner of said Lot 536; thence N. 88° 01' 50" E. 16.86 feet to the Northeast corner of Lot 537 of said ASSESSOR'S PLYMOUTH PLAT NO. 16; thence S. 02° 22' 58" E. 99.99 feet to the Southeast corner of said Lot 537; thence S. 88° 16' 16" W. 181.78 feet along the South line of said Lot 537 to a point on said East right of way line of said Holbrook Avenue said point also being the Southwest corner of said Lot 537; thence S. 02° 21' 41" E. 64.45 feet along said East right of way line to the Northwest corner of Lot 451 of ASSESSOR'S PLYMOUTH PLAT NO. 15 of that part of Bradner and Holbrook's Subdivision lying in Section 26 and of part of the West ½ of the Northeast ¼ of Section 26, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan as recorded in Liber 66 of Plats, Page 81, Wayne County Records; thence N. 88° 13' 22" E. 264.92 feet along the North line of said Lot 451 of said ASSESSOR'S PLYMOUTH PLAT NO. 15 to a point on the West right

of way line of York Street (49.50 feet wide); thence S. 02° 11' 00" E. 157.25 feet along said West right of way line; thence S. 86° 48' 40" W. 132.59 feet; thence N. 02° 18' 58" W. 9.42 feet to the Northeast corner of Lot 459 of said ASSESSOR'S PLYMOUTH PLAT NO. 15; thence S. 86° 40' 20" W. 132.00 feet along the North line of Lot 459 to the East right of way line of said Holbrook Avenue; thence S. 87° 41' 10" W. 66.00 feet to a point on the West right of way line of said Holbrook Avenue; thence S. 02° 18' 50" E. 1220.41 feet along the West right of way line of said Holbrook Avenue; thence N. 87° 41' 10" E. 66.00 feet to a point on the East right of way line of said Holbrook Avenue; thence S. 87° 43' 28" E. 108.58 feet to a point on the East line of Lot 430 of said ASSESSOR'S PLYMOUTH PLAT NO. 15; thence S. 01° 50' 00" E. 90.00 feet along said East line of said Lot 430 to the North right of way line of Plymouth Road (66 feet wide) as platted; thence N. 87° 41' 38" W. 107.83 feet along said North right of way line of said Plymouth Road as platted to the Southwest corner of said Lot 430 of said ASSESSOR'S PLYMOUTH PLAT NO. 15; thence N. 02° 18' 50" W. 32.33 feet along said East right of way line of Holbrook Avenue; thence S. 87° 41' 10" W. 66.00 feet to the West right of way line of said Holbrook Avenue; thence S. 02° 18' 50" E. 27.00 feet along said West right of way line of said Holbrook Avenue to a point on said North right of way line of said Plymouth Road as platted; thence S. 87° 41' 38" E. 4.36 feet along said North right of way line of Plymouth Road as platted; thence S. 02° 05' 34" E. 259.09 feet to the Southwest corner of Lot 268 of ASSESSOR'S PLYMOUTH PLAT NO. 11 of part of the Southwest ¼ of the Northeast ¼ of Section 26, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan as recorded in Liber 65 of Plats, Page 9, Wayne County Records; thence N. 88° 31' 13" W. 270.86 feet to a point on the East right of way line of Mill Street (66 feet wide); thence S. 87° 54' 26" W. 78.04 feet; thence S. 02° 05' 34" E. 43.81 feet to the Southwest corner of Lot 385 of ASSESSOR'S PLYMOUTH PLAT NO. 14 of part of the Southeast ¼ of the Northwest ¼ and the Southwest ¼ of Northeast ¼ of Section 26, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan as recorded in Liber 66 of Plats, Page 80, Wayne County Records; thence N. 35° 54' 42" W. 53.46 feet to the Southeast corner of Lot 384 of said ASSESSOR'S PLYMOUTH PLAT NO. 14; thence S. 53° 35' 18" W. 436.18 feet to a point on the East right of way line of Amelia Street (50 feet wide) said point being the Southwest corner of Lot 378 of said ASSESSOR'S PLYMOUTH PLAT NO. 14; thence S. 53° 35' 18" W. 50.00 feet to the West right of way line of said Amelia Street; thence S. 35° 19' 54" E. 104.66 feet along said West line of said Amelia Street to the Southeast corner of Lot 375 of said ASSESSOR'S PLYMOUTH PLAT NO. 14; thence S. 53° 35' 18" W. 132.00 feet along the South line of said Lot 375 to the Southwest corner of said Lot 375; thence S. 35° 19' 54" E. 521.58 feet; thence S. 88° 23' 26" W. 159.88 feet to a point on the Westerly line of Lot 363 of said ASSESSOR'S PLYMOUTH PLAT NO. 14; thence N. 35° 19' 54" W. 437.98 feet; thence S. 53° 35' 18" W. 40.00 feet; thence S. 72° 22' 16" W. 128.26 feet; thence N. 17° 37' 44" W. 182.20 feet to a point on the Southerly right of way line of North Main Street (66 feet wide); thence N. 53° 35' 18" E. 89.62 feet along said Southerly right of way line of said North Main Street; thence N. 36° 24' 50" W. 65.96 feet to a point on the Northerly right of way line of said North Main Street said point also being the Southwest corner of Lot 11 in GRAVEL HILL subdivision of the Northwest ¼ of Section 26, Plymouth Village (now the City of Plymouth), T. 1 S., R. 8 E., Wayne County, Michigan as recorded in Liber 21 of Plats Page 54, Wayne County Records; thence N. 36° 24' 50" W. 133.00 feet to the Northwest corner of said Lot 11 of said GRAVEL HILL subdivision; thence N. 53° 35' 10" E. 519.24 feet; thence N. 02° 12' 50" W. 163.20 feet to a point on the South right of way line of Blanche Street (50 feet wide) said point also being the Northwest corner of Lot 32 of said GRAVEL HILL subdivision; thence continuing N. 02° 12' 50" W. 50.00 feet to a point on the North right of way line of said Blanche Street said point also being the Southwest corner of Lot 33 of said GRAVEL HILL subdivision; thence continuing N. 02° 12' 50" W. 280.00 feet to a point on the South right of way line of Farmer Street (50 feet wide) said point also being the Northwest corner of Lot 19 of said GRAVEL HILL subdivision; thence continuing N. 02° 12' 50" W. 50.00 feet to a point on the North right of way line of said Farmer Street said point also being the Southwest corner of Lot 18 in ASSESSOR'S PLYMOUTH PLAT NO. 4 of part of the Northwest ¼ of Section 26, T. 1 S., R. 8 E., Plymouth Village (now the City of Plymouth), Wayne County, Michigan, as recorded in Liber 63 of Plats, Page 90, Wayne County Records; thence continuing N. 02° 14' 55" W. 549.04 feet to a point on the

South right of way line of Liberty Street (variable width) said point also being the Northwest corner of Lot 64 of said ASSESSOR'S PLYMOUTH PLAT NO. 4; thence N. 02° 14' 50" W. 71.60 feet to a point on the North right of way line of said Liberty Street; thence S. 87° 47' 10" W. 3.00 feet along said North right of way line to the Southwest corner of Lot 63 of said ASSESSOR'S PLYMOUTH PLAT NO. 4; thence N. 02° 14' 50" W. 139.00 feet to the Southeast corner of Lot 10 of THE AMELIA STARKWEATHER ADDITION TO PLYMOUTH VILLAGE subdivision of part of the Northwest ¼ of Section 26, T. 1 S., R. 8 E., Plymouth Village (now the City of Plymouth), Wayne County, Michigan as recorded in Liber 89 of Plats, Page 65, Wayne County Records; thence S. 87° 46' 55" E. 164.14 feet along the South line of said Lot 10 of said THE AMELIA STARKWEATHER ADDITION TO PLYMOUTH VILLAGE subdivision to a point on the East right of way line of Davis Avenue (50 feet wide) said point also being the Southwest corner of said Lot 10 of said THE AMELIA STARKWEATHER ADDITION TO PLYMOUTH VILLAGE subdivision; thence N. 01° 26' 39" W. 33.80 feet along said East right of way line of said Davis Avenue; thence S. 88° 36' 20" W. 423.50 feet; thence 303.94 feet along the curve of an arc to the right with a radius of 714.50 feet, a central angle of 24° 22' 22" a chord bearing of N. 49° 24' 44" E. and a distance of 301.65 feet; thence N. 87° 43' 20" E. 139.56 feet to a point on the West right of way line of Davis Street (50 feet wide) said point also being the Northwest corner of Lot 14 of said THE AMELIA STARKWEATHER ADDITION TO PLYMOUTH VILLAGE subdivision; thence continuing N. 87° 43' 20" E. 50.00 feet to a point on the East right of way line of said Davis Avenue said point also being the Northeast corner of Lot 13 of said THE AMELIA STARKWEATHER ADDITION TO PLYMOUTH VILLAGE subdivision; thence N. 87° 43' 20" E. 80.95 feet to the Northeast corner of Lot 13 of said THE AMELIA STARKWEATHER ADDITION TO PLYMOUTH VILLAGE subdivision said point also being the Southwest corner of Lot 56 of said ASSESSOR'S PLYMOUTH PLAT NO. 4; thence N. 02° 14' 50" W. 83.31 feet along the West line of said Lot 56 of said ASSESSOR'S PLYMOUTH PLAT NO. 4; thence 91.41 feet along the arc of a curve to the right with a radius of 362.43 feet, a central angle of 14° 27' 02", a chord bearing N. 75° 04' 05" W. and a distance of 91.17 feet; thence N. 88° 57' 20" E. 126.09 feet to a point on the West right of way line of Starkweather Avenue (66 feet wide); thence N. 02° 14' 50" W. 17.09 feet along said West right of way line of said Starkweather Avenue to a point on the South line of said Section 23; thence S. 87° 43' 20" W. 960.40 feet along said South line of said Section 23 to a point on the West line of the City of Plymouth said point also being the Southwest corner of said ASSESSOR'S PLYMOUTH PLAT NO. 17; and thence N. 02° 18' 35" W. 1143.00 feet along the West line of said ASSESSOR'S PLYMOUTH PLAT NO. 17 to the Northwest corner of said Lot 622 of said ASSESSOR'S PLYMOUTH PLAT NO. 17 said point also being the POINT OF BEGINNING. Containing 87.28 acres of land, more or less.

**CITY OF PLYMOUTH
WAYNE COUNTY,
MICHIGAN
A RESOLUTION CREATING THE
OLD VILLAGE CORRIDOR IMPROVEMENT AUTHORITY**

At a regular Meeting of the City Commission for the City of Plymouth, Wayne County, Michigan, held at Colonial Kiwanis Park, located at 700 Auburn St, Plymouth, MI 48170, on Monday August 18, 2025, at 7:00 pm.

The following resolution was offered by Commissioner _____ and supported by Commissioner _____

WHEREAS The City Commission has determined that it is necessary for the best interests of the public to revitalize and redevelop its commercial and business corridors and to promote economic growth; and

WHEREAS The City Commission has considered the benefits of a Corridor Improvement Authority for the Old Village Corridor; and,

WHEREAS The City Commission on April 21, 2025, adopted a resolution of intent to establish a Corridor Improvement Authority for the Old Village Corridor and set a public hearing on the establishment of a Corridor Improvement Authority for the Old Village Corridor; and

WHEREAS Pursuant to Part 6 of the Recodified Tax Increment Financing Act, Public Act 57 of 2018 ("the Act"), the City Commission on June 2, 2025, conducted a public hearing regarding the establishment of a Corridor Improvement Authority for the Old Village Corridor within the City of Plymouth; and

WHEREAS The Corridor Improvement Authority will be called the Old Village Corridor Improvement Authority; and

WHEREAS The Old Village Corridor Improvement Authority will be created in accordance with the provisions of the Act; and

WHEREAS The Old Village Corridor Improvement Authority Development Area (the "Proposed Development Area"), is comprised of eligible property within an area along Main St., Starkweather St., Mill St., and Plymouth Rd. in the City of Plymouth as specifically identified in Exhibit A; and

WHEREAS Section 605 of the Act sets forth the following criteria for the establishment of development areas:

- (a) Is adjacent to or is within 500 feet of a road classified as an arterial or collector according to the federal highway administration manual "Highway Functional Classification - Concepts, Criteria and Procedures",

- (b) Contains at least 10 contiguous parcels or at least 5 contiguous acres.
- (c) More than 1/2 of the existing ground floor square footage in the development area is classified as commercial real property under section 34c of the general property tax act, 1893 PA 206, MCL 211.34c.
- (d) Residential use, commercial use, or industrial use has been allowed and conducted under the zoning ordinance or conducted in the entire development area, for the immediately preceding 30 years.
- (e) Is presently served by municipal water or sewer.
- (f) Is zoned to allow for mixed use that includes high-density residential use.
- (g) The municipality agrees to all of the following:

To expedite the local permitting and inspection process in the development area.
To modify its master plan, if necessary, to provide for walkable nonmotorized interconnections, including sidewalks and streetscapes throughout the development area;
and

WHEREAS the Proposed Development Area meets all the requirements of Section 605 of the Act.

NOW THEREFORE BE IT RESOLVED that the Old Village Corridor Improvement Authority (the "Authority") is hereby created and established pursuant to the provisions of the Act; and

BE IT FURTHER RESOLVED that the Authority shall be dissolved at such time as the Authority has completed the purposes for which it was organized, as determined by the City Commission; and

BE IT FURTHER RESOLVED That the Authority shall be under the supervision and control of a board (the "Authority Board") consisting of the Mayor of the City of Plymouth, and six (6) members appointed by the Mayor in accordance with Section 608 of the Act, and subject to the approval of the City Commission. Not less than one (1) member of the Authority Board shall be a resident of the development area or an area within one-half (1/2) mile of any part of the development area and not less than a majority of the members shall be persons having an ownership or business interest in property located within the development area. Of the members first appointed, an equal number of members as near as is practicable shall be appointed for one (1) year, two (2) years, three (3) years, and four (4) years. A member shall hold office until the member's successor is appointed. After the initial appointment, each member shall serve for a term of four (4) years. An appointment to fill a vacancy shall be made by the Mayor for the unexpired term only. Members of the Authority shall serve without compensation but shall be reimbursed for actual and necessary expenses. The members of the Authority Board shall hold office, and the Authority Board shall conduct itself in accordance with the terms and conditions of the Act. The Authority Board shall elect a chairperson from its members. Pursuant to notice and after having been given an opportunity to be heard, a member of the Authority Board may be removed for cause by the City Commission; and,

BE FURTHER RESOLVED that the Authority shall have the powers and duties as provided for in the Act, except that the Authority shall not have power to borrow money and issue bonds or notes without the approval of the City of Plymouth City Commission; and

BE IT FURTHER RESOLVED that the boundaries of the development area within and with respect to which the Authority shall exercise its powers are hereby designated by the description set forth on the attached Exhibit A and on file in the office of the City Clerk. This designation is subject to alteration or amendment as the City Commission may deem appropriate in the future, subject to limitations provided by law; and

BE FURTHER RESOLVED that the Authority shall adopt bylaws governing its procedures and rules regarding the holding of its meetings, all in accordance with Section 608(3) of the Act, and other applicable provisions in the Act and any other applicable statute. The Authority shall immediately forward a copy of its proposed by-laws and rules to the City Commission in care of the City Clerk. Such bylaws and rules shall be subject to the approval of the City Commission; and,

BE IT FURTHER RESOLVED that this Resolution shall be filed with the Secretary of State promptly after its adoption and shall be published at least once in a newspaper of general circulation in 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 - Ezee Fiber Texas LLC Metro Act Right of Way Permit - 08-18-25.docx*
Date: August 14, 2025
RE: Metro Act - Ezee Fiber Texas, LLC

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 Ezee Fiber Texas, LLC under the terms of the State "METRO ACT." This is a permit to place/operate telecommunications equipment in the city Right of Way. 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 state law. So, based on the very effective job that lobbyists 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.

**METRO Act Permit Application Form
Revised February 2, 2015**

**City of Plymouth
Name of Local Unit of Government**

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120**

BY

**[Ezee Fiber Texas, LLC]
("APPLICANT")**

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: 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." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at [insert address].

City of Plymouth
Name of Local Unit of Government

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

By
[Ezee Fiber Texas, LLC]
("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." MCL 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, MCL 484.3105(3).

1 GENERAL INFORMATION:

- 1.1 Date: July 8, 2025
- 1.2 Applicant's legal name: Ezee Fiber Texas, LLC
Mailing Address: 5959 Corporate Dr., Suite 2000, Houston, Texas 77036
Telephone Number: 713-255-7500
Fax Number: _____
Corporate website: <https://ezeefiber.com/>

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Garner Duncan, SVP, Government Affairs
Mailing Address: 5959 Corporate Dr., Suite 2000, Houston, Texas 77036
Telephone Number: 972-898-5487
Fax Number: _____
E-mail Address: Garner.Duncan@ezeefiber.com

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: **Ezee Fiber**

1.5 Description of Entity:

- 1.5.1 Jurisdiction of incorporation/formation;
1.5.2 Date of incorporation/formation;
1.5.3 If a subsidiary, name of ultimate parent company;
1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

- **Ezee Fiber is a rapidly growing Houston-based fiber telecommunications company that provides affordable and reliable multi-gig internet service to residential, business, and government customers through its 100% fiber-optic network.**

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs 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.

- **Ezee Fiber is certified by the Michigan Public Service Commission¹ to provide telecommunications services, and therefore does not need to provide financial information based on section 1.10. Please advise on what the City would accept to prove our financial ability to maintain our position in the ROW.**

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

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?

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

Circle: Yes **(No)**

¹ See Exhibit A.

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 [If Applicant has been granted and currently holds a license to provide basic local exchange service, 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.

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.

- **Ezee Fiber holds the attached certificate² from the Michigan Public Service Commission. Please see the answer to section 1.6.**

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.

- **Authorization³ is attached separately.**

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.

- **Ezee Fiber will be installing fiber optic cable and other necessary facilities within public road rights of way, either underground via conduit or overhead via poles. Ezee Fiber will be providing fiber to the premise for all residents and business owners along the serviceable route of project.**

2.3 Attach route maps showing the location (including whether overhead or underground) 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).

- **Please refer to the attached map⁴. The red lines represent approximate routes we would take to deliver fiber to the home. This is around 229K feet.**

2.4 Please provide an anticipated or actual construction schedule.

- **Construction would start as early as October 2025 or sooner if permits are approved sooner, and take approximately 9 months to complete, not including work stoppage due to winter and general weather.**

² See Exhibit A.

³ See Exhibit B.

⁴ See Exhibit C.

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.

- **iSquared Capital.**

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.

- **Ezee Fiber will maintain the facilities and can be contacted through the following number: 1-833-920-5400.**
- **Ezee Fiber facilities are to be installed in new conduit in existing rights-of-way and or easements, not in existing telecommunications facilities.**

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office;

- **5959 Corporate Dr., Houston, Texas 77036**

3.2 Location of all records and engineering drawings, if not at local office;

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of the contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system;

- **Seann Perry**
 - **VP. Engineering & Market Selection**
 - seann.perry@ezeefiber.com
 - **713-405-1135**
- **Jerome DeCuir**
 - **Senior Director, Network Development**
 - Jerome.decuir@ezeefiber.com

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: **Please see our attached Certificate of Insurance⁵.**

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;

⁵ See Exhibit D.

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);

3.4.2.8 Environmental contamination;

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.

- **Construction contractor will be GAC Enterprises LLC, and Ezee Fiber will perform maintenance and operations**

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")

Ezee Fiber Texas, LLC

By: Garner Duncan

Type or Print Name: Garner Duncan

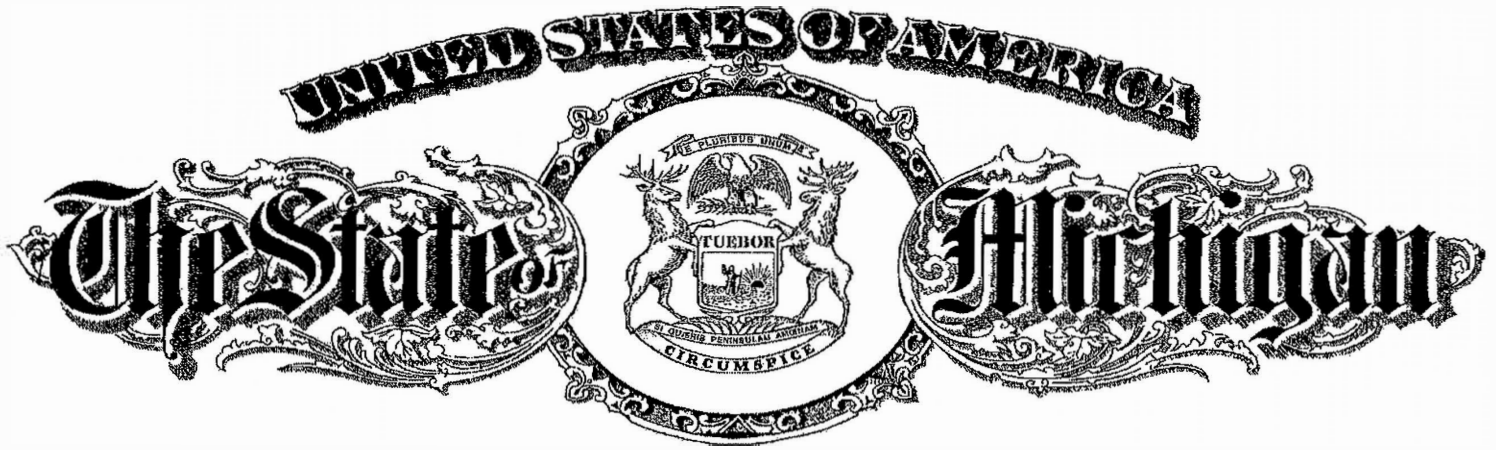
SVP, Government Affairs

Title

07/08/2025
Date

S:\metroapplicationform.doc

EXHIBIT A



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

EZEE FIBER TEXAS, LLC

a(n) Delaware FOREIGN LIMITED LIABILITY COMPANY.

was validly authorized on November 2, 2023, to transact business in Michigan, and that said limited liability company holds a valid certificate of authority to transact business in this state, and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the limited liability company is in good standing in Michigan as of this date and is duly authorized to transact in this state any business set forth in its application which a domestic limited liability company formed under this act may lawfully conduct except as limited by statements in its Application for Certificate of Authority or under the law of its jurisdiction of organization.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 25050616805

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 27th day of May, 2025.*

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

EXHIBIT B

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of)
EZEE FIBER TEXAS, LLC, for a temporary and)
permanent license to provide basic local exchange)
service throughout the state of Michigan.)
_____)

Case No. U-21663

At the January 23, 2025 meeting of the Michigan Public Service Commission in Lansing,
Michigan.

PRESENT: Hon. Daniel C. Scripps, Chair
Hon. Katherine L. Peretick, Commissioner
Hon. Alessandra R. Carreon, Commissioner

ORDER

On June 10, 2024, Ezee Fiber Texas, LLC (Ezee Fiber) filed an application, with supporting testimony and exhibits, under the Michigan Telecommunications Act (MTA), MCL 484.2101 *et seq.*, for a temporary and permanent license to provide basic local exchange service throughout the state of Michigan. On October 31, 2024, Ezee Fiber filed an amended application and exhibits. On November 21, 2024, Ezee Fiber was granted a temporary license.

At an evidentiary hearing held on December 18, 2024, Ezee Fiber presented the testimony and exhibits of Ken Bonvillian, Ezee Fiber's Vice President of Sales and External Affairs. At the close of the hearing, the parties (Ezee Fiber and the Commission Staff) waived compliance with Section 81 of the Michigan Administrative Procedures Act of 1969, MCL 24.281.

After a review of the application, testimony, and exhibits, as amended, the Commission finds that approval of the application is in the public interest. On numerous occasions, the Commission

has found that competition can be advantageous to the residents of this state. Approval of the request for a license to provide basic local exchange service will expand the opportunities for competition. Accordingly, the application, as amended, is approved.

The grant of a license is conditioned on full compliance with the provisions of the MTA, as well as the anti-slamming procedures adopted in Case No. U-11900, and the number reclamation process adopted in Case No. U-12703. Failure to comply fully may result in revocation of the license and other penalties. The grant of a license is conditioned upon the provision of service to customers within a reasonable time. Failure to do so may result in revocation of the license. Finally, the Commission notes that any numbers obtained by the applicant are a public resource and are not owned by the applicant. If the applicant fails to provide service or goes out of business, any numbers assigned to it are subject to reclamation.

THEREFORE, IT IS ORDERED that:

A. Ezee Fiber Texas, LLC, is granted a permanent license to provide basic local exchange service throughout the state of Michigan.

B. Ezee Fiber Texas, LLC, shall provide basic local exchange service in accordance with the regulatory requirements specified in the Michigan Telecommunications Act, MCL 484.2101 *et seq.*, including the number portability provisions of MCL 484.2358, the anti-slamming procedures adopted in Case No. U-11900, and the number reclamation process adopted in Case No. U-12703.

C. Before commencing basic local exchange service, Ezee Fiber Texas, LLC, shall submit its tariff reflecting the services that it will offer and identifying the exchanges in which it will offer service.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so by the filing of a claim of appeal in the Michigan Court of Appeals within 30 days of the issuance of this order, under MCL 484.2203(12). To comply with the Michigan Rules of Court's requirement to notify the Commission of an appeal, appellants shall send required notices to both the Commission's Executive Secretary and to the Commission's Legal Counsel. Electronic notifications should be sent to the Executive Secretary at LARA-MPSC-Edockets@michigan.gov and to the Michigan Department of Attorney General - Public Service Division at sheac1@michigan.gov. In lieu of electronic submissions, paper copies of such notifications may be sent to the Executive Secretary and the Attorney General - Public Service Division at 7109 W. Saginaw Hwy., Lansing, MI 48917.

MICHIGAN PUBLIC SERVICE COMMISSION



Daniel C. Scripps, Chair

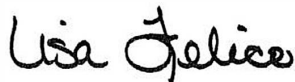


Katherine L. Peretick, Commissioner



Alessandra R. Carreon, Commissioner

By its action of January 23, 2025.



Lisa Felice, Executive Secretary

PROOF OF SERVICE

STATE OF MICHIGAN)

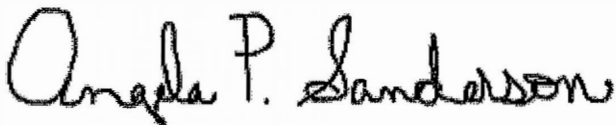
Case No. U-21663

County of Ingham)

Brianna Brown being duly sworn, deposes and says that on January 23, 2025 A.D. she electronically notified the attached list of this **Commission Order via e-mail transmission**, to the persons as shown on the attached service list (Listserv Distribution List).


Brianna Brown

Subscribed and sworn to before me
this 23rd day of January 2025.



Angela P. Sanderson
Notary Public, Shiawassee County, Michigan
As acting in Eaton County
My Commission Expires: May 21, 2030

Service List for Case: U-21663

Name	On Behalf Of	Email Address
Ezee Fiber Texas, LLC	Ezee Fiber Texas, LLC	sgallagher@fraserlawfirm.com
Jonathan F. Thoits	ALJs - MPSC	thoitsj@michigan.gov
Michael J. Orris	MPSC Staff	orrism@michigan.gov
Sean P. Gallagher	Ezee Fiber Texas, LLC	sgallagher@fraserlawfirm.com

EXHIBIT C

EXHIBIT C



EXHIBIT D



EZEEFIB-02

POLSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/2/2025

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 Securance Corporation Agency 10205 Westheimer Rd., Ste. 1100 Houston, TX 77042	CONTACT NAME: DeAnn Loukanis	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
	E-MAIL ADDRESS: dloukanis@securancecorp.com	
INSURED Ezee Fiber Texas LLC 5959 Corporate Drive Houston, TX 77036	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
	INSURER B : Continental Insurance Company	35289
	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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			7095251213	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			7095116006	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			7095116040	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7095116037	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Limited Pollution			7095251213	1/1/2025	1/1/2026	Ea Limited Incident 1,000,000

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

The General Liability and Auto Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Auto Liability policies contains a special endorsement with "Primary and Noncontributory" wording.

The General Liability, Auto Liability and Workers Compensation policies includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Plymouth
Paul J. Sincok, City Manager
psincok@plymouthmi.gov
201 S. Main
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



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Securance Corporation Agency		NAMED INSURED Ezee Fiber Texas LLC 5959 Corporate Drive Houston, TX 77036	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

The General Liability policy includes an endorsement providing that 30 day notice of cancellation (or coverage change) will be furnished to the certificate holder. Notice is sent to the certificate holders with mailing addresses on file with the agent or the company. This endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

Umbrella policy is follow form.

**Technology General Liability Extension Endorsement**

- A.** is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and
- B.** applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1.** the **Named Insured's** ongoing operations; or
- 2.** **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1.** is in effect or becomes effective during the term of this **Coverage Part**; and
- 2.** was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
- C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

30020001370652512130261



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional Insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional Insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional Insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional Insured is specifically listed as an additional Insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional Insured under which the additional Insured is a named Insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional Insured; or
2. Primary and to not seek contribution from any other insurance available to the additional Insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional Insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional Insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other Insurer or self-Insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional Insured is a named Insured.

The Insurer has no duty to defend or indemnify an additional Insured under this endorsement until the Insurer receives written notice of a **claim** from the additional Insured.



CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the Insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or
2. The offense that caused the **personal and advertising injury**;
for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA75079XX (3-22)
Page 3 of 3
CONTINENTAL CASUALTY COMPANY
Insured Name: EZEE FIBER TEXAS LLC

Policy No: 7095251213
Endorsement No: 6
Effective Date: 01/01/2025

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Workers Compensation And Employers Liability Insurance
Policy Endorsement

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations

3. Premium:

The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 42 03 04 B (06-2014)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 54; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 7 95116037

Policy Effective Date: 01/01/2025

Policy Page: 195 of 202



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: EZEE FIBER TEXAS LLC

Endorsement Effective Date: 01/01/2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7095116006

Policy Effective Date: 01/01/2025

Policy Page: 93 of 556



ADDITIONAL INSURED ENDORSEMENT - CONTRACTUAL OBLIGATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. Paragraph **A.1. Who Is An Insured** of Section **II - LIABILITY COVERAGE** is amended to include as an additional insured the person or organization scheduled above, but only if you are required by "**written contract**" to make that person or organization an additional insured under this policy.
2. The insurance provided to the additional insured is limited as follows:
 - a. The person or organization is an additional insured only with respect to "**bodily injury**" or "**property damage**" arising out of a covered "**auto**" and caused by your negligent acts or omissions or the negligent acts or omissions of someone, other than the additional insured, for whom you are legally liable.
 - b. The person or organization is not an additional insured for the person or organization's own acts or omissions, nor those of anyone, other than you, for whom the person or organization is legally liable.
 - c. We will not provide the additional insured any broader coverage or any higher limit of liability than the least that is:
 - (1) Required by the "**written contract**"; or
 - (2) Afforded to you under this policy.
3. Condition **2. Duties In the Event of Accident, Claim, Suit or Loss** of Section **IV - BUSINESS AUTO CONDITIONS** is amended to add the following conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

 - a. Give us written notice of an "**accident**" which may result in a claim or "**suit**" under this insurance, and of any claim or "**suit**" that does result;
 - b. Agree to make available any other insurance the additional insured has for a loss we cover under this policy;
 - c. Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "**suit**"; and
 - d. Tender the defense and indemnity of any claim or "**suit**" to any other insurer or self insurer whose policy or program applies to a loss we cover under this policy. But if the "**written contract**" requires this insurance to be primary and non-contributory, this provision **d.** does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a "**suit**".
4. Only for the purpose of the insurance provided by this endorsement, **SECTION V - DEFINITIONS** is amended to add the following definition:

Form No: CNA71526XX (10-2012)

Endorsement Effective Date:

Endorsement No: 15; Page: 1 of 2

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7095116006

Policy Effective Date: 01/01/2025

Policy Page: 117 of 556



Business Auto Policy
Policy Endorsement

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to the accident for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71526XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 15; Page: 2 of 2

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7095116006

Policy Effective Date: 01/01/2025

Policy Page: 118 of 556



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 16; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7095116006

Policy Effective Date: 01/01/2025

Policy Page: 119 of 556



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 14; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7095116006

Policy Effective Date: 01/01/2025

Policy Page: 116 of 556



Workers Compensation And Employers Liability Insurance
Policyholder Notice

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



CNA PARAMOUNT

Policy Holder Notice - Countrywide

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

30020001370952512130257



CNA75014XX (1-15)

Page 1 of 1

CONTINENTAL CASUALTY COMPANY

Insured Name: EZEE FIBER TEXAS LLC

Policy No: 7095251213

Endorsement No: 1

Effective Date: 01/01/2025

RESOLUTION

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

WHEREAS Ezee Fiber, Texas LLC has applied for access to and ongoing use of the City's Rights of Way for their use under the State of Michigan Metro Act.

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 permit for Ezee Fiber Texas, LLC to use the public rights of way under the terms of the METRO ACT in accordance with State Law. The City Manager is hereby authorized to sign the agreement on behalf of the City of Plymouth.

ITEM #8.d.



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 - Investment Policy Update - 08-18-25.docx*
Date: August 14, 2025
RE: Investment Policy Update

Background

It is necessary to update our City Investment Policy to current law and best practices as outlined by the Association of Public Treasurers. It is also necessary to have an updated policy for both our auditor and the bond rating companies. The last time we updated the policy was March of 2022. Admittedly, there are not a lot of changes in the municipal finance world from year to year, but we do need to be current.

Finance Director John Scanlon has provided an updated policy for the City Commission to review. His memorandum explaining the changes in the proposed policy is attached for your reference. We have also attached a "track changes" edition of the proposed policy to allow you to compare the current policy with the proposed changes.

Recommendation

The City Administration recommends that the City Commission adopt the proposed Investment Policy Update. This is a necessary update that both our auditor and financial consultants recommend that we update our policy from time to time to ensure compliance with various rules and regulations.

We have attached additional information from John Scanlon and a proposed Resolution for the City Commission to consider regarding this matter. Should you have any questions in advance of the meeting please feel free to contact John Scanlon or myself.



CITY OF PLYMOUTH

www.plymouthmi.gov

201 S. Main
Plymouth, Michigan 48170-1637

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

MEMORANDUM

Date: August 14, 2025
To: Paul Sincock, City Manager
From: John Scanlon, Finance Director
Subject: Investment Policy

Issue: Investment Policy Update

Analysis: Please find attached a marked-up version of the City's Investment Policy, originally adopted on March 7, 2022, for the City Commission's consideration. The policy has been reviewed by the Association of Public Treasurers of the United States and Canada (APT US&C) and incorporates three primary adjustments, described below.

Review Process: The investment policy incorporates two existing provisions. The first, in Section 4.5, states that the policy is subject to annual review by the City's external auditor. This review occurs as part of the internal control testing conducted during the annual audit process. The second, in Section 4.14, specifies that the policy shall be reviewed annually by the Administration and City Commission. This requirement was incorporated into the budget process as part of the 2022 update.

Collateralization: Under Michigan Public Act 20 of 1943, collateral for public deposits is generally not required, as state statutes already provide safeguards through deposit insurance from the Federal Deposit Insurance Corporation (FDIC) and the National Credit Union Administration (NCUA), along with eligibility restrictions on financial institutions. This adjustment affirms the City's intent to follow the provisions of state law.

Glossary: The addition of Appendix B (Glossary) improves the clarity of the policy by defining terms that may not be commonly understood.

Overall, the changes to the investment policy are minor in scope. All the changes are compliant with Public Act 20, Investment of Surplus Funds of Political Subdivision.

Requested Action: Review and adopt the updates to the City's Investment Policy.

Attachment(s): Marked-up Investment Policy (originally adopted March 7, 2022) and resolution adopting the updated Investment Policy.

City of Plymouth General Rules and Regulations

SECTION 4 **CITY OF PLYMOUTH INVESTMENT POLICY**

4.1 PURPOSE

It is the policy of the City of Plymouth to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting daily cash flow needs of the City. This policy is intended to comply with all State of Michigan statutes and local charter and ordinance provisions governing the investment of public funds.

4.2 SCOPE

1. This investment policy applies to all financial assets of the City of Plymouth. These assets are accounted for in the various funds of the City of Plymouth including the general fund, special revenue funds, debt service funds, capital project funds, enterprise funds, internal service funds, trust and agency funds, discreetly reported funds and any new funds established by the City of Plymouth.
2. Accordingly, funds which are not accounted for as City financial assets are excluded from this policy. Specifically, employee pension fund and employee deferred compensation funds are not subject to this policy as they are administered and managed by separate legal entities.

4.3 PRUDENCE

1. The standard of prudence to be applied by the investment officer will be the "prudent person" rule which states the following. "Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."
2. The above standard is established as the standard for professional responsibility and shall be applied in managing the City's entire portfolio.
3. Investment officers of the City, acting according to this investment policy and written procedures as may be established and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or marketprice changes, provided deviations from exceptions are reported to the City Manager in a timely fashion and appropriate action is taken to control adverse developments.

4.4 OBJECTIVES: SAFETY, LIQUIDITY AND RETURN ON INVESTMENT

1. **Safety-** Protection of investment principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
2. **Liquidity-** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
3. **Return on Investment-** The investment portfolio shall be designed with the objective of obtaining a rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and cash flow characteristics of the portfolio.

4.5 DELEGATION OF AUTHORITY

1. The authority to manage the investment program is derived from Public Act 20 of the Public Acts of 1943, as amended by Act 285 of 1988, Act 196 of 1997 and Act 213 of 2007. The Finance Director is hereby designated as the investment officer of the City and is responsible for investment decisions and activities.
2. Written procedures shall be developed for the operation of the investment program consistent with the investment policy. Procedures will include references to: safekeeping, delivery, payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements and banking service contracts.
3. A system of written internal controls shall be designed to regulate the activities of investment officials to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions.
4. In case of the Finance Director's absence, the City Manager or his designee shall be responsible for investment decisions and activities.
5. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer.
6. Investment activities and adherence to this policy shall be subject to annual review by the City's external auditor, as part of the regular audit process, to ensure ongoing compliance and effective internal control.

4.6 ETHICS AND CONFLICT OF INTEREST

1. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions
2. Employees and investment officials shall disclose to the City Manager or City Commission, as appropriate, any material interest in financial institutions that conduct business with the City, and they shall disclose any large personal financial or investment positions that could be related to the performance of the City's portfolio.

3. Employees and officers shall subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchases and sales.

4.7 AUTHORIZED FINANCIAL DEALER AND INSTITUTIONS

1. The City shall maintain a listing of financial institutions which are approved by the City Commission for investment and depository purposes. Banks shall provide their annual financial statements.
2. A list may be maintained of approved security dealers who maintain an office in the State of Michigan. Securities dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank as primary dealers or as "non-primary" or regional dealers that have net capital equaling twice the amount required under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule).
3. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Finance Director with their most recent audited financial statements, proof of State registration and depository contracts.
4. All financial institutions, brokers and dealers that the City investment officer is authorized to perform investment transactions with must read the City investment policy and provide a signed letter or certification that they will comply with said policy.

4.8 LIST OF AUTHORIZED INVESTMENTS

The City is empowered by State statutes to invest surplus funds in the following types of securities.

1. Bonds, securities and other obligations of the United States or an agency or instrumentality of the United States in which the principal and interest is fully guaranteed by the United States including securities issued by the Government National Mortgage Association.
2. Certificates of deposits, savings accounts, deposit accounts or depository receipts of a bank or savings and loan association which is a member of the Federal Deposit Insurance Corporation or a credit union which is insured by the National Credit Union Administration; but only if the financial institution complies with subsection 129.91 (2), (5), or (6) of Public Act 20, as amended.
3. Commercial paper rated at the time of purchase within the top two (2) highest classifications established by not less than two (2) standard rating services, and which matures not more than 270 days after the date of purchase. Not more than 50% of City funds may be invested in commercial paper at any time.

4. United State government or federal agency obligation repurchase agreements. Repurchase agreements shall be negotiated only with dealers or financial institutions with whom the City has negotiated a Master Repurchase Agreement or with the City's primary financial institutions. Repurchase agreements must be signed with the bank or dealer and must contain certain provisions similar to those outlined in the Public Security Association's model Master Repurchase Agreement.
5. Banker's acceptances of United States banks.
6. Mutual Funds composed of investment vehicles which are legal in the State of Michigan for direct investment by local units of government. For further clarification, this authorization is limited to securities whose intention is to maintain a net asset value of \$1.00 per share.
7. Obligations of the State of Michigan or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than one standard rating service.
8. Investments described in 4.8.a through 4.8.g above, if purchased through an inter-local agreement under the urban Cooperative Act of 1967, (EX SESS) PA 7, MCL124.501 to 124.512.
9. Investment Pools organized under the surplus funds investment pool act 1982 PA 367, MCL 129.111 to 129.118 and the local government investment pool act 1985 PA 121, MCL 129.141 to 129.150. A due diligence standard must apply prior to investing in all bank sponsored or money market investment pools.

4.9 MONEY MARKET MUTUAL FUNDS

Investments in money market mutual funds registered under the Investment Company Act of 1940 composed of investment vehicles that are legal for direct investment by local governments in Michigan and which are "no-load" (i.e., no commission or fee shall be charged on purchases or sales of shares); have a constant net asset value per share of \$1.00; and have a maximum stated maturity and weighted average maturity in accordance with Rule 2a-7 of the Investment Company Act of 1940.

4.10 SAFEKEEPING AND CUSTODY

1. All securities purchased by the City of Plymouth will be properly designated as an asset of the City and held in safekeeping. No withdrawal of such securities, in whole or in part, will be made from safekeeping except by the investment officer as authorized herein.
2. Transactions in negotiable instruments which have a value exceeding SIPC insurance protection, and other applicable insurance protection, with any one dealer will be required to be settled on a delivery vs. payment basis. A trust receipt from the contra party and proof of SIPC and other insurance will be required when the transaction is covered by insurance. **In accordance with State of Michigan law, collateralization of deposits is not required;** non-negotiable, non-collateralized certificates of deposit will be evidenced by a safekeeping receipt from the issuing bank. **Collateralization is also not**

required for repurchase agreements.

3. Securities may be held by a third-party custodian designated by the Finance Director and evidenced by safekeeping receipts as determined by the Finance Director.

4.11 DIVERSIFICATION

1. It is the policy of the City of Plymouth to diversify its investment portfolio. The diversification objective is to reduce overall portfolio risks while attaining average market rate of return.
2. Assets held in the common cash fund and other investments will be diversified to eliminate the risk of loss resulting from over-concentration of assets in a specific maturity, individual financial institution or a specific class of securities.
3. Diversification strategies will be determined and revised by the investment officer as needed.
4. Investment maturities for operating funds will be scheduled to coincide with projected cash flow needs, taking into account large routine expenditures (i.e. debt service) as well as considering sizable blocks of anticipated revenue (i.e. property taxes and state revenue sharing payments).

4.12 MAXIMUM MATURITIES

1. To the extent possible, the investment officer will attempt to match investments with anticipated cash flow requirements. Unless matched to a specific cash flow requirement, the investment office will not directly invest in securities maturing more than five years from the date of purchase.
2. Reserve Funds may be invested in securities exceeding two years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

4.13 PERFORMANCE AND REPORTING

1. The investment officer shall submit an annual investment report that provides the principal and type of investment by fund, annualized yield, ratio of cash to investments, earnings for the year and a summary report of cash and investments maintained in each financial institution.
2. Performance of the portfolio shall be submitted to the City Commission and City Manager in a quarterly report detailing the characteristics of the portfolio as well as its performance for that period. Material deviations from projected investment strategies shall be reported to the City Commission and City Manager.
3. The City's investment strategy is relatively passive. Given this strategy, the benchmark used by the investment officer to determine whether market yields are being achieved will be the U.S. Treasury Bills rate.

4.14 **INVESTMENT POLICY ADOPTION**

The City's investment policy shall be adopted by resolution of the City Commission and may be amended upon the recommendation of the City Manager and the approval of the City Commission. This policy shall be reviewed on an annual basis and revised as necessary to reflect changes in laws, regulations, and the City's investment objectives.

The undersigned acknowledges the receipt of the above City of Plymouth Investment Policy which was adopted by the Plymouth City Commission pursuant to the provisions of Act 20 of 1943, as amended by Act 196 of 1997, on August 18, 2025. The undersigned has reviewed all of the provisions contained in this policy and hereby agrees to comply with the investment restrictions and provisions as set forth.

Dated: _____

Signed: _____

Representing: _____

APPENDIX A
PORTFOLIO DIVERSIFICATION GUIDELINES

Instrument Description	Security Type Maximum	Issuer Maximum	Security Type Range	Maturity Maximum
U.S. Treasuries	100%	N/A	30-40%	5 years ¹
U.S. Agencies & Instrumentalities (Date specific maturities only)	100%	20%	(subset of above)	5 years ¹
CD's Non-negotiable	50%	10%	10-35%	2 years
CD's Negotiable	50%	10%	(subset of above)	3 years
Municipal Bonds	50%	10%	0-15%	5 years
Commercial Paper	50%	10%	25-35%	270 days
Bankers Acceptances	25%	10%	0-15%	184 days
Overnight Deposits ²	25%	25%	0-15%	1 day
Mutual Funds ³	25%	10%	0-15%	3 years

¹ Maturity Maximum - the five-year maximum applies to non-enterprise fund investments only. Enterprise fund reserves may be invested in securities exceeding five (5) years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

² Overnight Deposits - The Finance Director may invest overnight or short-term liquid assets to cover cash flow requirements in the following types of pools: Investment Pools organized under the surplus funds investment pool act of 1982, PA 367, MCL 129.111 to 129.118 or Investment Pools organized under the Urban Cooperation Act of 1967, PA7, MCL 124.501 to 124.512.

³ Authority to Purchase Mutual Funds - The Finance Director may invest in no-load fixed income mutual funds composed of investment vehicles, which are legal for direct investment by local units of government in Michigan, either taxable or tax-exempt. This authorization is limited to mutual funds whose intent is to maintain a net asset value of \$1.00 per share.

APPENDIX B GLOSSARY

AGENCY: A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U. S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of a federal agency is the Government National Mortgage Association (GNMA). An example of an FSA is the Federal National Mortgage Association (FNMA).

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the duration of the portfolio's investment, such as a U.S. Treasury security whose maturity matches the average duration of the portfolio.

BROKER: A broker brings buyers and sellers together for a commission.

BROKER-DEALER: A firm that buys and sells securities for its own account or for clients.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CDs are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMMERCIAL PAPER: An unsecured short-term promissory note issued by corporations, with maturities ranging from 2 to 270 days.

CONCENTRATION OF CREDIT RISK: Risk of loss if too much of the portfolio is invested in one issuer or sector.

CREDIT RISK: Risk that the issuer of a security will be unable to repay principal or interest.

CUSTODIAL CREDIT RISK: Risk that a counter-party fails and securities or cash cannot be recovered because they were not held in the owner's name.

CUSTODY: The holding of securities by a financial institution or other agent on behalf of the City, with responsibility for safeguarding those assets.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

DURATION: A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables; term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

FDIC (FEDERAL DEPOSIT INSURANCE CORPORATION): U.S. agency that insures bank deposits up to the statutory limit, currently \$250,000 per depositor, per bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FOREIGN-CURRENCY RISK: Risk that exchange-rate changes reduce the value of an investment denominated in another currency (mitigated here by only buying U.S.-dollar securities).

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA OR GINNIE MAE): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U. S. Government. Ginnie Mae securities are backed by the FHA, VA or FMHA mortgages. The term "pass-through" is often used to describe Ginnie Maes.

INTEREST-RATE RISK: Risk that market interest-rate movements cause the value of an investment to fall before it matures.

INVESTMENT POLICY: A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase---reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

MONEY MARKET FUND: A type of mutual fund that invests in short-term, high-quality debt securities such as Treasury bills, certificates of deposit, and commercial paper. These funds aim to maintain a stable net asset value (typically \$1.00 per share) and provide liquidity and safety, making them a common option for short-term cash management.

PORTFOLIO: Collection of securities held by an investor.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security “buyer” in effect lends the “seller” money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank’s vaults for protection.

SPECULATION: Assumption of risk in anticipation of gain but recognizing a higher than average possibility of loss.

TREASURY BONDS: Long-term coupon-bearing U. S. Treasury securities issued as direct obligations of the U. S. Government and having initial maturities of more than ten years.

TREASURY NOTES: Medium-term coupon-bearing U. S. Treasury securities issued as direct obligations of the U. S. Government and having initial maturities from two to ten years.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or

YIELD TO MATURITY: Current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

RESOLUTION

The following resolution was offered by Commissioner_____and Seconded by Commissioner_____.

WHEREAS, 1943 PA 20 as amended, provides that the legislative or governing body of a county, city, village, township or special assessment district, by resolution, may authorize its Finance Director to invest the City's surplus funds; and

WHEREAS, these surplus funds can only be invested in investments that are in compliance with of 1943 PA 20 as amended, being MCL 129.91 through 129.97a; and

WHEREAS, the City Commission of the City of Plymouth has reviewed the proposed revised investment policy which expands the existing policy to include scope, objectives and investment procedures; and

THEREFORE, BE IT RESOLVED that the City Commission of the City of Plymouth hereby adopts the following investment policy for the City of Plymouth to amend and replace the Investment Policy adopted March 7, 2022:



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 & City Clerk
From: Paul J. Sincock, City Manager
CC: *S:\Manager\Sincock Files\Memorandum - Pickup Truck Financing - Community Leasing Partners - 08-18-25.docx*
Date: August 14, 2025
RE: Pick Up Truck Financing

Background

The City Finance Director has been working with our various financial institutions related to financing the three new Ford F-350 pickup trucks that were authorized on July 21, 2025. Those vehicles are about to begin their build process and we will need to lock in our financing of the vehicles. We reviewed financing offers from some of our local institutions and they were above 5.4% approaching 6%. The rate from Community Leasing Partners was at 5.29%, which was the lowest. We will have a three-year finance package on these vehicles.

We have financed several vehicles through Community Leasing Partners, including the recently authorized Cat Heavy Equipment, Zamboni, Fire Trucks, Swap Loader, and a variety of other vehicles.

We have attached a brief memorandum from Finance Director John Scanlon which will provide additional background information on this subject.

Recommendation

The City Administration recommends that the City Commission authorize the City Manager to execute the finance contract with Community Leasing Partners for the financing of the purchase of the three new Ford F-350 pickup trucks from the LaFontaine Auto Group. The term of the loan will be three years, and we will put 20% (\$34,000) on the equipment.

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 John Scanlon or myself.



CITY OF PLYMOUTH

www.plymouthmi.gov

201 S. Main
Plymouth, Michigan 48170-1637

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

MEMORANDUM

Date: August 14, 2025
To: Paul Sincock, City Manager
From: John Scanlon, Finance Director
Subject: Ford F-350 Truck Financing

Issue: 2026 Ford F-350 Truck Financing

Analysis: The City Commission approved the purchase of a package of three Ford F-350 pickup trucks at its meeting on July 21, 2025. These vehicles will replace three existing units at the Department of Municipal Services. In keeping with the City's standard practice, the Equipment Fund will rent the pickup trucks to other departments and charge rates designed to recover both the cost and operational expenses of the equipment, in accordance with Michigan Public Act 51.

The trucks are scheduled to begin production on August 25, 2025, with payment due upon receipt. The proposed financing plan includes a \$34,000 down payment (20% of the total cost), with the remaining balance financed at an interest rate of 5.29%. Payments will be made over a three-year period, providing additional flexibility in managing cash flow.

Requested Action: Approve the resolution authorizing the City Manager to execute the financing contract with Community Leasing Partners

Attachment(s): Resolution and Ford F-350 pickup trucks Financing Quote



Phone: 888.777.7850
Fax: 888.777.7875
Cell: 785.313.3154
215 S. Seth Child Road
Manhattan, KS 66502
www.clpusa.net

August 14, 2025

Customer Name: **Plymouth, MI**
John Scanlon, Finance Director
Equipment: Three Ford Super Duty Crew Cab Trucks
Sales Representative: TBD
Delivery: TBD

Community Leasing Partners, a Division of *Community First National Bank*, is pleased to present the following financing options for your review and consideration.

Option 1

Total Cost:	\$ 170,595.00	Payment Frequency:	Annual
Down Payment:	\$ 34,000.00	First Payment:	One year from closing
Prepayment Discount:	\$ -		
Amount Financed:	\$ 136,595.00		
Term in Years:	3		
Payment:	\$50,435.42		
Factor:	0.369233		
Interest Rate:	5.29%		

• **THERE ARE NO DOCUMENTATION OR CLOSING FEES ASSOCIATED WITH THIS PROPOSAL.**

• The quoted interest rate is valid for 10-days from the date of the proposal. To lock in the interest rate, a credit submission would be required, and a credit approval attained within the same 10-day period. This financing is to be executed & funded within 30 days of the date of the proposal or Lessor reserves the right to adjust the interest rate. The proposal is subject to credit review and approval and mutually acceptable documentation.

• This proposal has been prepared assuming the lessee is bank qualified and that the proposed lease qualifies for Federal Income Tax Exempt Status for the Lessor under Section 103 of the IRS Code.

Thank you for allowing Community Leasing Partners the opportunity to provide this proposal. If you have any questions regarding the options presented, need additional options, or would like to proceed with a financing, please contact me at 888.777.7850.

Respectively,

Blake J. Kaus
Vice President & Director of Leasing
blakekaus@clpusa.net

A Division of Community First National Bank - Member FDIC

RESOLUTION

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

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

WHEREAS, in July of 2025, the City Commission of the City of Plymouth authorized the purchase of the three Ford F-350 pickup trucks, and

WHEREAS, The City of Plymouth has secured financing for the Front-End Loaders at an interest rate of 5.29%.

NOW THEREFORE BE IT RESOLVED THAT, the City Commission of the City of Plymouth approves the financing schedule for the F-350 pickup trucks

BE IT FURTHER RESOLVED THAT, the City Commission of the City of Plymouth authorizes the City Manager, Paul Sincock, to execute the contract for the F-350 pickup trucks

ITEM #8.f.



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 - Sidewalk Repair Contract 2025 - 08-18-25.docx*
Date: August 14, 2025
RE: Sidewalk Repair Contract 2025

BACKGROUND:

Each year one quarter of the city sidewalks are inspected for cracks, heaving, scaling and other potential hazards. Chris Porman and Nick Johns of the City Municipal Services Department coordinate this sidewalk repair/replacement program. This year, we are working in Area C, or the southwest section of the city, south of Ann Arbor Trail, west of Main. We are also doing some road patches, and we have developed a very unique public – private partnership for work on Industrial Drive. For repairs to that street E & E manufacturing has agreed to match the \$100,000 that the City is committing on that project.

The total project budget for the sidewalk and cement repair project is \$330,000, including the E & E Money. We went out to bids for this project, and we had four bidders on the project.

We went out to bids on our project this year and this is a unit-based contract, meaning that the City only pays for units delivered. We received four valid bids for the project, and the City Engineer is recommending the low bidder, Barrientos Contracting. Expenses for this project are covered in the budget and is highlighted on the attached pages.

We have attached a memorandum from Municipal Services Director Chris Porman which will provide additional background on this matter.

RECOMMENDATION:

The City Administration recommends that the City Commission authorize a unit-based contract with Barrientos Contracting for the Sidewalk & Street Repair Programs in accordance with their bid documents. In addition, the City Administration recommends a 10% contingency to be based on the total bid price.

Further, the City Administration recommends that the City Commission adopt the criteria for repairs that we have outlined in the attached proposed Resolution. The criteria are the standards for sidewalk replacement in our area and have been approved by our insurance carrier.

We have attached a proposed Resolution for the City Commission to consider regarding the awarding of the construction contract and the establishment of the sidewalk repair criteria. Should you have any questions in advance of the meeting please feel free to contact me or Chris Porman.



Department of Municipal Services

1231 Goldsmith Plymouth, MI 48170 734-453-7737 phone 734-455-1666 fax

Date: August 13, 2025
To: Paul J. Sincock, City Manager
From: Chris S. Porman, Assistant City Manager/Director of Municipal Services
Re: FY 2025-26 Sidewalk and Cement Repair Program

Background

The Department of Municipal Services coordinates a sidewalk and street repair program. Historically, 25% of the City is inspected annually; this includes both residential and commercial sections of the City. Over the course of the four-year cycle, each section of sidewalk is inspected for compliance, for example raises, dips, excessive cracks, etc. Last year we inspected and repaired sidewalks, etc. in areas A & B; however, we are back to a single area this year; Area C.

With the help of Wade-Trim, the city placed the program out to bid this Summer, and we received four (4) bids for sidewalk and utility repair patch work from the following companies, with the low bid from Barrientos Contracting:

Rotondo Construction	\$363,500.00
Major Construction Group	\$341,475.00
Olson Cement	\$354,500.00
Barrientos Contracting	\$291,075.00

For Fiscal Year 2025-26, the city budgeted \$50,000 for residential sidewalk repairs (with costs billed back to property owners) and \$30,000 for city repairs, which include enhancements for ADA intersection crosswalks. In addition, there is a cost share partnership with E & E Manufacturing in the amount of \$100,000 for street repairs to Industrial Drive; meaning E & E will also pay \$100,000 for improvements to the City street.. Furthermore, there is \$50,000 for utility patch repairs (watermain breaks, etc.). The total budgeted price for all sidewalk and street repairs is \$230,000 plus the \$100,000 from E & Manufacturing, giving the total budget \$330,000.00.

Wade Trim has processed the bid program to ensure the bidder met the eligibility requirements; bid bond, non-collusion affidavit, verifying legal status of bidder, etc. In addition, we also reached out to their municipal references of similar style sidewalk programs and all were satisfied with their ability to complete the work.

The sidewalk program would begin in approximately one month as we need to provide 30-day notice to the residents, and would be completed prior to mid-November, although the actual length of work is much shorter. Notices with estimated costs to the residents were mailed last week. The notices to the residents who has sidewalk sections marked for repair, give them the option to fix it themselves, or the City's contractor would perform the work and the city would then bill for those services.

In addition to awarding the contract to for work to be performed, the criteria, which the City Commission has previously adopted, is included for reference. The sidewalk repair specification lists several measures by which a sidewalk may be listed as non-compliant. The most significant, in importance, as well as the most common issue seen during the inspections would be the settlement/heaving resulting in a rise or drop of approximately three-quarter (3/4) inch, which results in a potential trip hazard.

Recommendation

This is a unit price-based program, meaning that the city would only pay the contractor for actual quantities of work performed, which is verified by our Foreman in the DMS. The Department of Municipal Services is recommending awarding the 2025-26 Sidewalk and Cement Repair Program contract to Barrientos Contracting in an amount not to exceed \$291,075.00.00, as well as a contingency of \$29,000.00.

It should be noted that monies for this project come from fees charged for property owners to repair sections of their sidewalk based on the criteria enclosed. Other funds used to pay for this project include the Street Fund(s), as well as the Water & Sewer Fund. The city staff is confident in the contractor's ability to perform the work in a safe and timely manner and their references have been checked and returned favorably.

Should you have any questions, please feel free to contact myself or Nick Johns, Foreman of the Department of Municipal Services,



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

August 13, 2025

City of Plymouth
201 South Main Street
Plymouth, MI 48170

Attention: Chris Porman
Director of Municipal Services

Re: City of Plymouth – 2025 Sidewalk & Cement Repair Program
Letter of Recommendation for Construction Award

Dear Chris:

On Monday, August 11, 2025, at 2:00 p.m., bids for the 2025 Sidewalk & Cement Repair Program were received and opened. The contract documents called for each bidder to provide unit prices for various concrete removal and replacement items, including sidewalk, concrete pavement, concrete pavement with integral curb, curb and gutter and sidewalk ramps (for ADA compliance). This program is typically bid each year and focuses on a subsection of the city. This year's program is identified as "area C", which are more commonly known as the area in the city south of Ann Arbor Trail and west of Main St.

The City of Plymouth received four bids from registered bidders. We have prepared a bid summary that compares the unit prices received from each bidder based on the estimated quantity of work for each item. Please note that this is a unit price contract, so the City will only pay for the amount of work that is authorized by the City and completed satisfactorily by the Contractor.

The overall low bidder is Barrientos Contracting. While they are not the low bidder on every line item, it should be noted that they are significantly lower on the sidewalk removal and replacement item, which affects most property owners that need their sidewalk replaced. A summary of the bid that was received is provided below:

Bids Received	
Barrientos Contracting	\$291,075.00
Major Construction Group	\$341,475.00
Olson Cement	\$354,500.00
Rotondo Construction	\$363,500.00

ANTICIPATED PROJECT SCHEDULE

The contract documents informed bidders that they could start work in early September with the goal of finishing the work in the fall 2025. It should be noted that the bid documents included a provision that the City could initially award the contract to one of the bidders, and if desired by the City, extend the contract for an additional two years (through 2027). The bid documents requested an annual escalation percentage that would be applied as an increase to the awarded unit prices. Barrientos

Contracting submitted an escalation percentage of 5%. The City does not have to extend the contract but has the option to do so based on the performance of the contractor in year one.

REFERENCE CHECKS

Barrientos Contracting has not performed work in the City of Plymouth. Wade Trim requested three references for similar work completed in other areas. All three references provided strong recommendations supporting Barrientos Contracting for all concrete flatwork (i.e. sidewalk, driveway replacement, curb and gutter and street repair).

RECOMMENDATION

Based on the above information, we recommend the City of Plymouth award the 2025 Sidewalk & Cement Repair Program to Barrientos Contracting. We further recommend that the resolution of award mention that the final contract price will be based on the amount of work completed at the unit prices provided in the bid for 2025 (year one only).

We hope this letter is helpful to the City Commission, and the City Administration. If anyone has any questions, please do not hesitate to call me anytime on my cell at 313.363.1434. We appreciate the opportunity to help the city with the 2025 Sidewalk & Cement Repair Program.

Very truly yours,

Wade Trim Associates, Inc.

A handwritten signature in blue ink, appearing to read 'Shawn W. Keough', with a stylized flourish at the end.

Shawn W. Keough, PE
Senior Vice President

SWK:kmk

PLY2098-08T

20250813_PORMAN_2025 Sidewalk Ltr of Recommendation.DOCX

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

Item Description	Req By	Account #		R	Est Life	Dept Priority	Method of Funding			Dept Req Est Cost	Manager Revisions	Budgeted Cost
							Approp	Act 99	Bonds			
PARKS & PUBLIC PROPERTY												
Rotary - Replace Play Structure	MSD	101-900	-976.437	R	10	1	X			120,000	-	120,000
Rotary - Repair Pavilion	MSD	101-900	-976.437	R	10	2	X			10,000	-	10,000
Rotary - Replace Signage	MSD	101-900	-976.437	R	5	2	X			7,500	-	7,500
Rotary - Install Area & Security Lighting + Add Electric Service	MSD	101-900	-976.437	R	5	2	X			15,000	-	15,000
Rotary - Replace Drinking Fountain	MSD	101-900	-976.437	R	10	2	X			7,500	-	7,500
Garden Club - Replace Drinking Fountain	MSD	101-900	-976.437	R	10	2	X			7,500	-	7,500
Lion's Club - Replace Play Structure	MSD	101-900	-976.437	R	10	1	X			120,000	-	120,000
Lion's Club - Install Area & Replace Security Lighting	MSD	101-900	-976.437	N	10	1	X			15,000	-	15,000
Lion's Club - Install Drinking Fountain	MSD	101-900	-976.437	R	10	1	X			7,500	-	7,500
Lion's Club - Replace Site Furnishings	MSD	101-900	-976.437	R	10	1	X			25,000	-	25,000
Lion's Club - Install Practice Field	MSD	101-900	-976.437	R	10	2	X			25,000	(35,000)	-
Fairground - Replace Drining Fountain	MSD	101-900	-976.437	N	10	1	X			7,500	-	7,500
Smith - Replace Drinking Fountain	MSD	101-900	-976.437	R	10	1	X			7,500	-	7,500
Playground Safety Surfacing Repair/Refill	MSD	101-900	-976.437	R	10	2	X			25,000	-	25,000
Tonquish Cr Nature Walk - Area & Security Lighting Replacement	MSD	101-900	-976.437	R	20	2	X			40,000	(40,000)	-
Tonquish Cr Nature Walk - Repair Path/Walkway	MSD	101-900	-976.437	R	20	2	X			35,000	(35,000)	-
Tonquish Cr Nature Walk - Replace Pedestrian Bridge	MSD	101-900	-976.437	R	20	2	X			50,000	(50,000)	-
Tonquish Cr Nature Walk - Replace Site Furnishings	MSD	101-900	-976.437	R	20	2	X			10,000	(10,000)	-
Pointe - Retaining Wall Replacement	MSD	101-901	-976.438	R	20	2	X			75,000	(75,000)	-
Pointe - Renovate Landscapping (Mound)	MSD	101-902	-976.439	R	20	2	X			30,000	(30,000)	-
Pointe - Replace Area & Security Lighting	MSD	101-903	-976.440	R	20	2	X			50,000	(50,000)	-
Pointe - Replace conc &/or brick walkways	MSD	101-900	-976.437	R	20	2	X			25,000	(25,000)	-
Starkweather - Replace conc &/or brick walkways	MSD	101-900	-976.437	R	20	2	X			20,000	(20,000)	-
Kellogg - Repair Fountain - Skimmer	MSD	101-900	-976.437	R	10	2	X			10,000	-	10,000
Kellogg - Replace/renovate Electrical + Sound Systems	MSD	101-900	-976.437	R	10	2	X			75,000	(75,000)	-
Kellogg - Replace Site Furnishings	MSD	101-900	-976.437	R	10	2	X			60,000	(60,000)	-
Kellogg - Replace/Restore Turf	MSD	101-900	-976.437	R	10	3	X			200,000	(200,000)	-
Kellogg - Replace conc &/or brick walkways	MSD	101-900	-976.437	R	10	2	X			150,000	(150,000)	-
SPECIAL EVENTS												
Vehicle Impact Mitigation System	MSD	101-900	-977.442	R	10	1	X			250,000	-	250,000
FIRE DEPARTMENT - STATION 3												
Replace Doors & Windows - Station 3	MSD	101-900	-976.437	R	10	2	X			10,000	(10,000)	-
Holiday Decorations - Station 3	MSD	101-900	-976.437	R	10	2	X			20,000	(20,000)	-
Backup Generator - Station 3	MSD	101-900	-976.437	N	20	2	X			60,000	(60,000)	-
CULTURAL CENTER												
Pickleball Court Installation	REC	101-900	-976.751	N	10	2	X			120,000	(120,000)	-
Safety Bollards (In-ground)	REC	101-900	-976.751	N	10	2	X			100,000	-	100,000
INFRASTRUCTURE FACILITIES												
DMS Salt Dome Roof Replacement	MSD	101-900	-976.438	R	10	2	X			120,000	(120,000)	-
GIS Upgrades	MSD	101-900	-976.438	R	3	2	X			10,000	-	10,000
SIDEWALKS												
Residents - AREA C	MSD	101-900	-976.437	R	12	1	X			50,000	-	50,000
City - Including ADA and Corners	MSD	101-900	-976.437	R	12	1	X			30,000	-	30,000
Total										5,100,000	(2,905,000)	2,195,000
GENERAL FUND TOTAL												
										5,130,800	(2,905,000)	2,225,800

Item Description	Req By	Account #	R N	Est Life	Dept Priority	Method of Funding Approp	Act 99	Bonds	Dept Req Est Cost	Manager Revisions	Budgeted Cost
MAJOR STREET FUND											
Replace Street Name Signage (MUTCD compliance)	MSD	202-485	-818.450	R	20	1	X		15,000	(15,000)	-
MAJOR STREET FUND TOTAL									15,000	(15,000)	-
LOCAL STREET FUND											
Replace Street Name Signage (MUTCD compliance)	MSD	203-485	-818.450	R	20	1	X		15,000	(15,000)	-
Concrete Pavement Panel Replacement	MSD	203-485	-818.450	R	20	1		X	170,000	-	170,000
Industrial Drive Street Repair	MSD	203-485	-818.450	R	20	1		X	100,000	-	100,000
Asphalt Pavement Mill & Fill	MSD	203-485	-818.450	R	20	1		X	330,000	(300,000)	30,000
LOCAL STREET FUND TOTAL									615,000	(215,000)	400,000
2024 GO BOND CONSTRUCTION FUND											
Holbrook, between RR Tracks & Plymouth	MSD	488-484	-818.450	R	20	1		X	1,300,000	-	1,300,000
Install Mast Arm Traffic Signals Church/Main	MSD	488-484	-818.450	R	20	2		X	340,000	-	340,000
2024 GO BOND CONSTRUCTION FUND TOTAL									1,640,000	-	1,640,000
RECREATION FUND											
Replacement Windows	REC	408-900	-976.751	R	25	2	X		350,000	(350,000)	-
Water Tower / Geo-Plate Exchange	REC	408-900	-976.751	R	10	1	X		50,000	(50,000)	-
LED Light Upgrade	REC	408-900	-976.751	R	20	3	X		50,000	(30,000)	20,000
PCC Roof Replacement	REC	408-900	-976.751	R	15	2		X	1,300,000	(1,300,000)	-
PCC Parking Lot Replacement	REC	408-900	-971.751	R	20	2		X	500,000	(500,000)	-
RECREATION FUND TOTAL									2,250,000	(2,230,000)	20,000
PARKING FUND											
Replace Parking Lot Signage + Wayfinding	MSD	231-485	-818.450	R	30	2	X		10,000	(10,000)	-
Replace Parking Lot Lighting - E Central	MSD	231-485	-818.450	R	30	2	X		35,000	(35,000)	-
PARKING FUND TOTAL									45,000	(45,000)	-
SOLID WASTE FUND											
Replace/Renovate Fralick Creek Drain - Fairground Park to Lions Club Park	MSD	226-521	-977.000	N	20	3	X		220,000	(220,000)	-
Transfer Station - Repair Ramp/Railing	MSD	226-521	-977.000	N	20	1	X		20,000	-	20,000
Residential Automated Trash Carts	MSD	226-521	-977.000	R	10	1	X		65,000	-	65,000
WASTE / RECYCLING FUND TOTAL									305,000	(220,000)	85,000

Item Description	Req By	Account #	R N	Est Life	Dept Priority	Method of Funding Approp	Act 99	Bonds	Dept Req Est Cost	Manager Revisions	Budgeted Cost
DDA OPER / CAP IMPROVEMENT FUNDS											
Gathering - Renovate Public Restrooms Lighting/Ventilation	MSD	494-261	-977.000	R	10	1	X		10,000	(10,000)	
Gathering - Renovate Public Restrooms (Heavy Duty Fixtures)	MSD	494-261	-977.000	R	10	1	X		50,000	(50,000)	
Gathering - Renovate/Replace Utility Closet	MSD	494-261	-977.000	R	10	2	X		25,000	(25,000)	
Gathering - Replace Public Restroom Doors	MSD	494-261	-977.000	R	10	2	X		15,000	(15,000)	
Gathering - Install Winter/Inclement Weather Inclosure	MSD	494-261	-977.000	R	10	2	X		500,000	(500,000)	
Replace Boiler & Ramp Snow Melt System - Parking Deck	MSD	494-261	-977.813	R	30	1	X		130,000	(130,000)	
Parking Deck Repairs	DDA	494-261	-977.813	R	5	1	X		300,000	-	300,000
DDA OPER / CAP IMP FUND TOTAL									1,030,000	(730,000)	300,000
COMMUNITY DEVELOPMENT FUND											
Large Format Scanner	CD	249-900	-980.000	R	10	2	X		3,500	(3,500)	
COMMUNITY DEV FUND TOTAL									3,500	(3,500)	
DRUG ENFORCEMENT FUND											
Drug Enforcement Equipment	POL	265-301	-977.000	N	5	1	X		1,552	-	1,552
DRUG ENFORCEMENT FUND TOTAL									1,552	-	1,552
OWI FORFEITURE FUND											
Liquor Enforcement Equipment	POL	266-301	-977.000	N	5	1	X		-	-	
OWI FORFEITURE FUND TOTAL									-	-	-
PUBLIC IMPROVEMENT FUND											
CSX Railroad Crossing Update (4)	MSD	401-437	-971.000	N	20	1	X		980,000	-	980,000
PUBLIC IMPROVEMENT FUND TOTAL									980,000	-	980,000

Item Description	Req By	Account #	R N	Est Life	Dept Priority	Method of Funding Approp	Act 99	Bonds	Dept Req Est Cost	Manager Revisions	Budgeted Cost
WATER & SEWER FUND											
Water Utility Engineering	MSD	560-588	-818.406	R	50	1	X		104,000	-	104,000
Water Utility Construction	MSD	560-588	-818.450	R	50	1	X		416,000	-	416,000
Sewer Utility Engineering	MSD	560-589	-818.406	R	50	1	X		84,000	-	84,000
Sewer Utility Construction	MSD	560-589	-818.450	R	50	1	X		336,000	-	336,000
Lead & Galvanized Service Line Replacement Program (Known locations +/-35)	MSD	592-539	-818.000	R,N	4	1	X		200,000	-	200,000
Utility Patch Repair	MSD	592-000	-152.000	R	5	2	X		50,000	-	50,000
Replace Construction/Safety Barricades	MSD	592-000	-163.000	R	10	2	X		25,000	(25,000)	-
Excavation Trench Box	MSD	592-000	-163.000	R	10	1	X		10,000	-	10,000
Remote Monitoring System (Water Quality)	MSD	592-000	-163.000	R	10	2	X		15,000	(15,000)	-
Replace Sewer TV Camera	MSD	592-000	-163.000	R	10	1	X		15,000	-	15,000
Replace Sewer Lift Station Pumps & Alarms - Pointe Park	MSD	592-000	-163.000	R	10	1	X		50,000	-	50,000
Replace Isolation Valves (Valve, structure, pipe & connections)	MSD	592-000	-163.000	R	10	1	X		60,000	-	60,000
Replace Fire Hydrants	MSD	592-000	-163.000	R	10	1	X		20,000	-	20,000
WATER / SEWER FUND TOTAL									1,385,000	(40,000)	1,345,000
EQUIPMENT FUND											
Network Upgrades and Workstation Upgrades / Replacements	MIS	661-000	-140.500	R	5	1	X		75,000	-	75,000
Police Cars (2) - Tahoe	POL	661-000	-141.000	R	5	1	X		100,000	-	100,000
Police Car Modern Replacement (2)	POL	661-000	-141.000	R	5	1	X		5,000	-	5,000
Portable 2-Way Radios	POL	661-000	-140.000	R	10	1	X		14,250	-	14,250
Mobile Radios	POL	661-000	-140.000	R	10	1	X		7,000	-	7,000
Electric Zamboni	REC	661-000	-141.500	R	20	3		X	120,000	(101,070)	18,930
Utility Trailer MY'88 (DMS TRL 2)	MSD	661-000	-141.500	N	10	2	X		12,000	(12,000)	-
Walkbehind Concrete Saw	MSD	661-000	-141.500	N	10	2	X		30,000	(30,000)	-
Street Stripe Paint Sprayer	MSD	661-000	-141.500	N	10	2	X		12,000	(12,000)	-
Snow Pusher (12' Box Plow)	MSD	661-000	-141.500	R	10	2	X		12,000	(12,000)	-
Gator, John Deere MY'01 (DMS 139)	MSD	661-000	-141.500	R	10	2	X		25,000	(25,000)	-
ATTACH - Leaf Loader, Tink Claw	MSD	661-000	-141.500	R	10	2	X		30,000	(30,000)	-
ATTACH - Swaploader Leaf Vac Body	MSD	661-000	-141.500	R	10	2	X		100,000	(100,000)	-
ATTACH - Muni SW Tractor Vacuum/Sweeper, Holder (DMS 005)	MSD	661-000	-141.500	R	5	2	X		9,000	(9,000)	-
ATTACH - Muni SW Tractor Broom, Holder (DMS 008)	MSD	661-000	-141.500	N	5	2	X		12,000	(12,000)	-
ATTACH - Muni SW Tractor Plow, Holder	MSD	661-000	-141.500	N	5	2	X		8,000	(8,000)	-
ATTACH - Muni SW Tractor Snowblower, Holder	MSD	661-000	-141.500	N	10	1	X		25,000	(25,000)	-
Equip Lease - Rosenbauer Fire Pumper	FIRE	661-000	-141.500	R	20	1		X	284,962	-	284,962
Equip Lease - Pumper Fire Truck	FIRE	661-000	-141.500	R	10	1		X	47,114	-	47,114
Equip Lease - Ford Trucks (4)	MSD	661-000	-141.500	R	6	1		X	78,574	-	78,574
Equip Lease - Trucks (3)	MSD	661-000	-141.500	R	6	1		X	65,000	-	65,000
Equip Lease - CAT Equipment	FIRE	661-000	-141.500	R	10	1		X	97,000	-	97,000
EQUIPMENT FUND TOTAL									1,168,900	(376,070)	792,830

Owner: Wade Trim, Taylor, MI
Solicitor: Wade Trim, Taylor, MI
08/11/2025 02:00 PM EDT

Section Title	Line Item	Item Code	Item Description	Uo/M	Quantity	Barrientos Contracting		Major Construction Group		Olson Cement		Rotondo Construction	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid Title							\$291,075.00		\$341,475.00		\$354,500.00		\$363,500.00
	1	31 22 00	Adjust Structure	EA	10	\$500.00	\$5,000.00	\$250.00	\$2,500.00	\$400.00	\$4,000.00	\$600.00	\$6,000.00
	2	31 22 00	Reconstruct Structure	VFT	10	\$600.00	\$6,000.00	\$250.00	\$2,500.00	\$400.00	\$4,000.00	\$200.00	\$2,000.00
	3	31 22 00	Replaster Existing Structure	EA	10	\$300.00	\$3,000.00	\$200.00	\$2,000.00	\$250.00	\$2,500.00	\$300.00	\$3,000.00
	4	32 12 16	Bituminous Pavement/Cold Patch, Remove and Replace with Concrete Pavement, 8 inch	SY	100	\$83.00	\$8,300.00	\$108.00	\$10,800.00	\$110.00	\$11,000.00	\$115.00	\$11,500.00
	5	32 13 13	Concrete Pavement, 8 inch, Remove and Replace	SY	200	\$83.00	\$16,600.00	\$108.00	\$21,600.00	\$100.00	\$20,000.00	\$115.00	\$23,000.00
	6	32 13 13	Concrete Pavement, 12 inch, Remove and Replace	SY	50	\$108.00	\$5,400.00	\$126.00	\$6,300.00	\$120.00	\$6,000.00	\$130.00	\$6,500.00
	7	32 13 13	Concrete Pavement w/ Integral Curb, 8 inch, Remove and Replace	SY	200	\$113.00	\$22,600.00	\$108.00	\$21,600.00	\$115.00	\$23,000.00	\$120.00	\$24,000.00
	8	32 13 13	Concrete Pavement w/ Integral Curb, 12 inch, Remove and Replace	SY	1200	\$118.00	\$141,600.00	\$126.00	\$151,200.00	\$135.00	\$162,000.00	\$130.00	\$156,000.00
	9	32 12 13	Lane Tie Bar, Epoxy Anchored	EA	200	\$6.00	\$1,200.00	\$8.00	\$1,600.00	\$5.00	\$1,000.00	\$10.00	\$2,000.00
	10	32 13 15	Sidewalks, Conc, 4 inch, Remove and Replace	SF	8000	\$7.50	\$60,000.00	\$11.00	\$88,000.00	\$9.50	\$76,000.00	\$10.50	\$84,000.00
	11	32 13 15	Sidewalk Ramp, ADA, Conc, 6 inch, Remove and Replace	SF	250	\$8.30	\$2,075.00	\$11.75	\$2,937.50	\$18.50	\$4,625.00	\$20.00	\$5,000.00
	12	32 13 15	Drive and Sidewalk, Conc, 6 inch, Remove and Replace	SF	500	\$8.30	\$4,150.00	\$11.25	\$5,625.00	\$10.75	\$5,375.00	\$12.00	\$6,000.00
	13	32 13 15	Drive and Sidewalk, Conc, 8 inch, Remove and Replace	SF	750	\$9.00	\$6,750.00	\$11.75	\$8,812.50	\$12.00	\$9,000.00	\$14.00	\$10,500.00
	14	32 13 15	Curb and Gutter, Conc, Remove and Replace for Sidewalk Ramp	LF	400	\$21.00	\$8,400.00	\$40.00	\$16,000.00	\$65.00	\$26,000.00	\$60.00	\$24,000.00
Base Bid Total:							\$291,075.00		\$341,475.00		\$354,500.00		\$363,500.00

Bid Opportunity - 2025 Sidewalk and Cement Repair Program: City of Plymouth Bid Notification

From notification@civiclive.com <notification@civiclive.com>

Date Mon 7/28/2025 6:31 AM

To Porman, Chris <cporman@plymouthmi.gov>

NOTICE TO BIDDERS

CITY OF PLYMOUTH

Notice is hereby given that the City of Plymouth has implemented online project bidding using the Quest Construction Data Network (QuestCDN). Only electronic bids submitted through www.questcdn.com will be accepted for this project.

Sealed Bids will be received by the City of Plymouth through QuestCDN until 2:00 PM, Local Time, August 11, 2025. Shortly after the bid closing time a bid tabulation will be prepared and posted online.

Bids will be received for the following Work:

2025 SIDEWALK AND CEMENT REPAIR PROGRAM

SCOPE OF PROJECT-

Removal and replacement of concrete pavement (sidewalks driveways, and roads) and related Work. This Advertisement for Bids contains the option for the City to extend this contract for an additional two years (2026 and 2027).

Contract Documents may be examined at the following locations:

City of Plymouth, 201 S. Main Street

Wade Trim Associates, Inc., 25251 Northline Road Taylor, MI 48180

Plans and specifications are also available for viewing (not to be used for bidding purposes) at no cost online at: www.wadetrim.com/resources/bid-tab/.

Documents downloaded from our website will bear a watermark on various signature pages and will be considered unofficial copies for bidding purposes; copies obtained from anywhere other than Wade Trim will be considered unofficial copies and will not be considered a responsible bid.

The Contract Documents for bidding purposes are only available from QuestCDN starting on July 22, 2025. The Contract Documents can be viewed and downloaded by registering for free with QuestCDN online (www.questcdn.com) or by calling 952-233-1632. The QuestCDN Project Number for this project is 9795631 and may be used to look up the project.

A. There is a Twenty Two Dollars (\$22.00) nonrefundable fee for downloading the Contract Documents in pdf format. You must download the Documents from QuestCDN to be included on the Plan Holders List and to receive any Addenda posted for the project.

B. Bids will be received electronically through QuestCDN as outlined in the Supplemental Instructions to Bidders. There is a Forty Two Dollars (\$42.00) non-refundable fee for submitting a Bid.

Each Bid shall be accompanied by a bid bond, in the amount of at least five (5) percent of the amount bid,

drawn payable to City of Plymouth as security for the proper execution of the Agreement.

City of Plymouth reserves the right to accept or reject any or all bids and to waive any informality in any bids should it consider same to be in its best interest. Bids may not be withdrawn for the period of 60 days after date of receiving bids.

Inquiries shall be directed to Shawn W. Keough (313) 363-1434, Engineer at Phone: (313) 363-1434 or email: skeough@wadetrim.com.

[Bid specs can be found at www.plymouthmi.gov.](http://www.plymouthmi.gov)

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[https://www.plymouthmi.gov/newsletter/one.aspx?
objectId=16297413&targetId=226506&contextId=15887900&action=unsubscribe](https://www.plymouthmi.gov/newsletter/one.aspx?objectId=16297413&targetId=226506&contextId=15887900&action=unsubscribe)

****CAUTION: This email originated from outside of your organization. Use caution when clicking on links or opening attachments. Contact the sender by phone to validate the contents.****

**SECTION 00 43 13
BID BOND FORM**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Barrientos Contracting as Principal, hereinafter called the Principal, a corporation duly organized under the laws of the State of MI, and duly authorized to transact business in the state of Michigan, as Surety, Travelers Casualty and Surety Company of America, hereinafter called the Surety, are held and firmly bound unto the Owner, hereinafter called Owner, in the sum of 10 % of the total bid amount Dollars (\$ 10% of the bid) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for 2025 Sidewalk and Cement Repair Program.

NOW, THEREFORE, if the Owner shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Bond or Bonds as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such Bond or Bonds, if the Principal shall pay to the Owner the difference not-to-exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11th day of August, 2025.

(Witness)

Barrientos Contracting
(Principal)

MChi
(Witness) Mingchen Chi, Producer

Mario Barrientos, Managing Member
Travelers Casualty and Surety Company of America

(Surety)
Roger Gochuico
Roger Gochuico, Attorney-in-Fact





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Roger Gochuico** of **AUSTIN**, **Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February**, 2024.



State of Connecticut

City of Hartford ss.

By: 
Bryce Grissom, Senior Vice President

On this the **16th** day of **February**, 2024, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026





Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

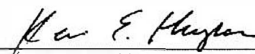
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **11th** day of **August**, 2025





Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION 00 45 19
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Michigan)

) ss:

County of WAYNE)

MARIO CORONA, being first duly sworn, deposes and says that:

He/She is the of Project Manager (Position) of Barrientos Contracting (Firm), the Bidder that has submitted the attached Bid;

He/She is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham bid;

Neither the Bidder nor any of its officers, partners, members, managers, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, entity or person to submit a collusive or sham bid in connection with the Contract Documents for which the attached Bid has been submitted or to refrain from bidding in connection with the Contract Documents or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other Bidder, entity or person to fix the price or prices in the attached Bid or that of any other Bidder or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Plymouth, or any person or other entity interested in the proposed Contract Documents; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties having interest, including this affiant.

Name of Bidder: Barrientos Contracting

Signed By: Mario Corona

Title: Project Manager

Subscribed and sworn to me this 8 day of August, 2025.

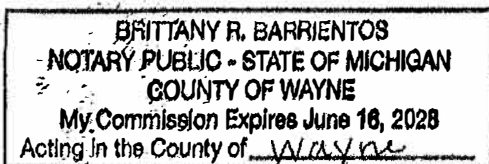
Brittany Barrientos Notary Public

Wayne County, Michigan

Acting in the County of: Wayne

My Commission Expires: June 16, 2028

Notary Seal



SECTION 00 43 45
LEGAL STATUS OF BIDDER

(The Bidder shall check the appropriate box and complete the information requested therein)

☐ A corporation, duly authorized and doing business under the laws of the State of Michigan, for whom _____ whose signature is affixed to this Bid, is duly authorized to execute contracts.

☒ A limited liability company, duly authorized and doing business under the laws of the State of Michigan, for whom MARIO CORONA, whose signature is affixed to this Bid, is duly authorized to execute contracts.

☐ A partnership, all partners with their addresses are:

☒ An individual, whose signature is affixed to this Bid.

MARIO CORONA





City of Plymouth Sidewalk Program Sidewalk Replacement Specifications

The City Commission of the City of Plymouth does hereby continue the following criteria for sidewalk repairs.

- **SETTLEMENT/HEAVING** – A rise or drop of approximately three-quarters (3/4) of an inch or more between any two (2) sections of sidewalk.
- **CRACKING** – More than two (2) cracks of one-quarter (1/4) inch in width or more in any two (2) lineal feet of sidewalk section
- **SCALING** – If, any five (5) foot lineal section of sidewalk, more than twenty- five (25%) of the surface area has scaled off to a depth of one-quarter (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 (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 city trees as a function of limiting sidewalk repairs.

RESOLUTION

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

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 Barrientos Contracting based on their bid submittal which was reviewed by the City Engineer.

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby establish a construction contingency in the amount of 10% of the total bid price.

BE IT STILL FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby establishes 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.

ADMINISTRATIVE UPDATE

To: Mayor & City Commission

CC: *S:\Manager\Sincock Files\Memorandum - Street Maintenance Mill and Fill Projects Update - 08-18-25.doc*

From: Paul J. Sincock -City Manager

Date: 8/14/2025

Re: Street Maintenance Resurfacing Update

The City Commission is aware the major portion of this year's road infrastructure is on N. Holbrook, where we have a major rebuild of a portion of that roadway, along with new watermain and repairs to storm and sanitary sewer in the area.

You will recall that the City Commission set aside \$200,000 from this year's project funding to do maintenance on existing streets. While this is a limited amount of money, we have been working with our engineers to maximize the areas where we can complete a "mill & fill" maintenance projects. The City Commission is also aware that we have applied for a grant to help pay for the repaving of Ann Arbor Trail from Sheldon to Harvey.

We have attached a memorandum from the Department of Municipal Services which outlines the groupings of areas where we are looking at doing some minor maintenance "mill & fill" projects.

If you have any questions, please feel free to contact either Chris Porman or myself.



Department of Municipal Services

1231 Goldsmith Plymouth, MI 48170 734-453-7737 phone 734-455-1666 fax

To: Paul Sincock, City Manager
From: Chris Porman, Asst. City Manager/Director DMS
Adam Gerlach, Asst. Director DMS
Shawn Keough, City Engineer – Wade Trim
RE: 2025 Infrastructure – Street Resurfacing Update
Date: August 14, 2025

Here is a brief summary of the street resurfacing efforts and plan for the rest of the 2025 Infrastructure Program as it relates to the street resurfacing portion:

- The City authorized \$200,000 to be used for preventative maintenance on existing streets within the City.
- We reviewed several areas throughout the City where we felt the rideability of the roadway could be improved. We also utilized PASER data in support of the review. In some locations, we examined single lane areas (such as southbound Main Street between Theodore and Church). We also looked at full intersections (such as Farmer/Pacific, Farmer/Starkweather and Wing/Holbrook) and roadway segments where the entire width of the roadway could be milled and resurfaced to improve ride quality.
- Our goal is to maximize the use of the \$200,000 that has been allocated, with the main objectives being to improve ride quality, minimize/reduce damage to the roadway during future snow plowing and last but not least improve the safety of the roadway in areas where asphalt loss is evident.
- There were also a few smaller areas (i.e. roadway patches) that were looked at IF they were in close proximity to another larger area. (For example, there are a couple of small "rough patches" of asphalt along Farmer between Starkweather and Davis that we could do when the intersection of Starkweather and Farmer is worked on.)
- We are currently grouping the areas that we looked at into logical two to three day work areas (i.e. day one = mill out the existing asphalt, day two = clean and prep for paving, day three = pave the area with new asphalt).

The following areas have been examined and grouped together for pricing:

- Group 1 - Main Street between Theodore and Church – this includes the southbound outside lane for most of the length in this section where the roadway is very poor along the curb line. This also includes a shorter section of the northbound outside lane from just south of Union through the Union intersection.
- Group 2 – Farmer Street Corridor – this includes two intersections (Farmer/Pacific and Farmer/Starkweather) plus a few smaller roadway patches. The Farmer/Pacific intersection work may extend north on Pacific approximately 200 to 250 feet in order to improve the ride quality of the deteriorated pavement in that area.
- Group 3 – Ann Arbor Trail between Mill Street and the CSX Railroad tracks – this entire pavement would be milled full width and resurfaced.
- Group 4 – Harvey Street between AA Trail and Wing would be paired with Wing between Main and Harvey – there are several sections of asphalt that are showing excessive wear in this area.
- Group 5 – Sections of pavement on Evergreen north of Ann Arbor Trail and portions of Sheridan east and west of Evergreen; in addition area on Ann Arbor Trail east of Evergreen

Proline has indicated that all work would start after the Fall Festival, so as not to cause additional disruption and be completed in September and early October 2025.

Additional areas could be completed in the Spring of 2026 due to timing/weather concerns or additional funding for preventative maintenance and/or other projects come in well under budget. That would be reported back to the City Commission prior to any additional work.