



Plymouth City Commission

Regular Meeting Agenda

Monday, July 21, 2025 7:00 p.m.

Plymouth City Hall 201 S. Main Street

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

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

Join Zoom Webinar: July 21 <https://us02web.zoom.us/j/83713032136>

Webinar ID: 837 1303 2136 Passcode: 375918

1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call

2. APPROVAL OF MINUTES

- a. July 7, 2025 City Commission Regular Meeting Minutes

3. APPROVAL OF THE AGENDA

4. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of June 2025 Bills
- b. Special Event: Pilates in the Park, Sunday 8/3/2025
- c. Special Event: Plymouth Ghosts Cemetery Walk, Saturday 10/11/2025

5. CITIZEN COMMENTS

6. COMMISSION COMMENTS

7. OLD BUSINESS

- a. Authorization for Three Year Planner Contract Renewal

8. NEW BUSINESS

- a. Personnel Matters
 - i. Future retirement of City Manager
 - ii. Filling the future vacancy of the City Manager
- b. Authorization for Purchase of front end loaders
- c. Finance package for front end loaders
- d. Authorization to Purchase Pick Up Trucks
- e. Acknowledgement of Easement Encroachment
- f. First Reading of Electric Vehicle Charging Ordinance
- g. MML Annual Meeting

9. REPORTS AND CORRESPONDENCE

- a. Liaison Reports
- b. 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, July 7, 2025, 7:00 p.m. Lion's Park – Burroughs & Harding

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

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

1. CALL TO ORDER

a. Mayor 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, Commissioners Linda Filipczak, Alanna Maguire, Brock Minton

Excused: Mayor Pro-Tem Colleen Pobur, Commissioners Jennifer Kehoe, Nick Moroz

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

Sincok recognized the Plymouth Lion's Club for their final commitment of a \$100,000 donation.

2. APPROVAL OF MINUTES

a. June 16, 2025 City Commission Regular Meeting Minutes

Motion to approve the June 16, 2025 City Commission Regular Meeting Minutes made by Filipczak, supported by Minton.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

3. APPROVAL OF THE AGENDA

Motion to approve the agenda for July 7, 2025 made by Minton supported by Filipczak to include removal of item #9.b. for a future agenda when more members are present.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

4. ENACTMENT OF THE CONSENT AGENDA

a. Special Event: Inside-Out Sale – Friday/Saturday 7/25/2025 – 7/26/2025

Motion to approve the consent agenda item made by Filipczak supported by Maguire.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

5. CITIZEN COMMENTS

Trish Horstman, 771 Davis thanked everyone involved for a successful Pride event.

Michelle Dillon, 1328 W. AATrl. Spoke about consultant contract renewal.

Greg Pappas, 1465 Ross spoke about park and street improvement and reducing taxes.

Kristin McHale Johnson, 712 Fairground spoke about park improvement opportunities.

Karen Sisolak, 939 Penniman spoke about a parks & rec advisory board.

Jim Mulhern, 396 Arthur spoke about support for Parks and Recreation and the July 4 parade was a great event.

Scott Lorenz, 1310 Maple spoke about consultant contract renewal.

Katherine Szary, 1107 W. AATrl spoke about consultant contract renewal.

6. COMMISSION COMMENTS

Minton, Filipczak, Maguire, Deal spoke about removal of item #9.b from the agenda, and thanked everyone involved for a successful Pride event and July 4 parade.

Deal also recognized employee anniversaries of Jamie Grabowski -LT/Detective-July 23-28 Years, Jonathan Hiemstra- Police Officer-July 8-12 Years, Brandon Tesner-Operations Technician- July 5-3 Years and retirement of Police Service Aide of Stephanie Smith.

7. OLD BUSINESS – None

8. NEW BUSINESS

a. Authorization to Hire City Clerk's Office

Motion to authorize the following resolution made by Minton, supported by Filipczak:

RESOLUTION 2025-60

WHEREAS The City of Plymouth has an Ordinance which requires that the City Manager seek prior and express approval before filling any full-time employee position within the city staff; and

WHEREAS The City Administration has also recommended that the City Commission authorize the upgrading of a three-quarter time position in the City Clerk's Office to full-time.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby grant prior and express approval for the upgrading of one three-quarter time position to full time.

Karen Sisolak, 939 Penniman asked about budgeting for item.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

b. Authorization for Contract Renewal

Motion to approve the following resolution made by _____, supported by _____:

RESOLUTION 2025-61

WHEREAS The City of Plymouth uses the firm of Carlisle/Wortman Associates for professional Planning Services; and

WHEREAS Their contract includes a retainer fee that includes that they provide plan review, preparation and attendance at the monthly Planning Commission meeting, as well as related discussions and correspondence with the administrative team.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby authorize a renewal contract for professional services with Carlisle/Wortman and authorizes the City Manager to sign the contract on behalf of the City. Further, the City Clerk shall ensure that a complete copy of the proposed contract shall be included in the meeting minutes of this City Commission meeting.

ITEM REMOVED FOR FUTURE AGENDA

b. Authorization to Purchase Security Barricades System

Motion to approve the following resolution made by Filipczak supported by Minton:

RESOLUTION 2025-62

WHEREAS The City of Plymouth works to help protect the public health, safety, and welfare of residents and visitors to the City; and

WHEREAS Due to the number of events and activities that the city has taking place, it is necessary to provide additional deterrents for vehicles entering pedestrian areas; and

WHEREAS The Federal General Services Administration has a contract for Meridan modular barriers that provide vehicle deterrents for pedestrian areas.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of the Archer 1200 Barrier system from Meridan Rapid Defense Group under the terms of the GSA Contract in the amount of \$249,444.60. This purchase is authorized in accordance with the 2025 – 26 City Budget.

Karen Sisolak, 939 Penniman spoke about postponing this purchase to coordinate with streetscape discussion.

Kristin McHale Johnson, 712 Fairground asked about which event the portable barricades would be used. Sincok advised that, being portable, they would be able to be utilized at most events throughout the entire city for additional safety.

Katherine Szary, 1107 W AATrl. Spoke about parking on Maple St. during event.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

9. REPORTS AND CORRESPONDENCE

a. Liaison Reports:

Maguire: She and mayor met with the PCCA and they will bring something back after their July meeting. Attended the June Library Board meeting; renovations are ongoing and the drive-through service will be available soon.

Filipczak: No meetings this month for HDC, NPFAB or Cemetery Board.

Minton: Planning Commission meeting on July 16 and a special PC meeting on July 17 to handle additional business.

Deal: No DDA meeting for July.

b. Appointments

There were no appointments.

10. ADJOURNMENT

The next regular City Commission meeting is 7:00 pm on Monday, July 21 at Wilcox Park – Byron & Dewey. Motion made by Minton, supported by Filipczak, to adjourn the meeting at 7:42 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 WP Plymouth, LLC (DBA. Warehouse Plates)
Ph# 734-777-8068 Fax# _____ Email kisha@warehouseplates.com Website warehouseplates.com
Address 865 Wing Street City Plymouth State MI Zip 48170
Sponsoring Organization's Agent's Name Kisha Quinn Title owner
Ph# 734-777-8068 Fax# _____ Email _____ Cell# 734-777-8068
Address 445 W. Ann Arbor Trail City Plymouth State MI Zip 48170

Event Name Plates in the Park
Event Purpose Fitness and movement
Event Date(s) August 3, 2025
Event Times 8am - 11am
Event Location Kellogg Park
What Kind Of Activities? Plates
What is the Highest Number of People You Expect in Attendance at Any One Time? 75
Coordinating With Another Event? YES ☐ NO ☒ If Yes, Event Name: _____
Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)

RECEIVED

JUL 06 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 ☐ Co-sponsored Event ☐ Other Non-Profit ☐ Other For-Profit ☒ Political or Ballot Issue ☐

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

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

Normal Event Schedule (e.g., third weekend in July): _____

Next year's specific dates: _____

See section 12.13 for license & insurance requirements for vendors

3. **FOOD VENDORS/ CONCESSIONS?** YES ☐ NO ☐ **OTHER VENDORS?** YES ☒ NO ☐
4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** YES ☐ NO ☒
5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES ☐ NO ☒
6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** YES ☒ NO ☐

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

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

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 7, 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 Warehouse Pilates (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 Pilates 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 Kish G

Date June 30, 2025

Witness _____

Date _____



Pilates in the Park (TBD August 3, 2025; 8 am - 11 am)

Location: Kellogg Park

Warehouse Pilates is a boutique studio with three locations in the metro area. With the newest studio opening in Plymouth, I would like to kick off the summer by hosting Pilates in the Park.

Details:

- We expect 70 participants; Three vendors will be present to provide raffle tickets, juice samples in a closed container, and popsicles
- For the music, we will only require access to power to plug in the audio system
- Noise level: The participants are wearing headphones, so they will be the only ones who can hear the music
- We will have up to two pop-up tent to check everyone in and give them their headsets
- We will need disposable trash receptacles to clean up after ourselves

We are very excited to be in Plymouth. Everyone has been very welcoming, and we are looking forward to planting deep roots in the community.

Studio Information:

865 Wing Street

Kisha Quinn ~ Owner and Founder

Contact: 734-777-8068

Email: Kisha@warehousepilates.com

Event Name / Location / Date:

Pilates in the Park, August 3 in Kellogg Park

MUNICIPAL SERVICES:	Approved	Denied	Initial CP
1 FTE at 3 HRS			
\$250 Bathroom Cleaning Fee Per Day of Event? YES TOTAL: \$250 NO			
Labor Costs: \$200 Equipment Costs: \$60 Materials Cost: \$0			
POLICE:	Approved	Denied	Initial AC
No SERVICED NEEDED			
Labor Costs: \$0			
FIRE:	Approved	Denied	Initial MS
NO SERVICES NEEDED			
Labor Costs: \$0			
HVA:	Approved	Denied	Initial PS
NO SERVICES NEEDED			
Labor Costs: \$0			
DDA:	Approved	Denied	Initial SP
NO SERVICES NEEDED			
Equipment Costs: \$0 Materials Costs: \$0			
RISK MANAGEMENT:	Approved	Denied	Initial MB
Class I – Low Hazard Insurance received			
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 **\$100**

DEPOSIT: **-\$200.00**

TOTAL ESTIMATED FEE **\$410.00** PER EVENT

APPROVED x NOT APPROVED DATE 7/21/25



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 Organ		Plymouth Historical Society			
Ph#	734-455-8940	Fax#	734-455-7797	Email	director@plymouthhis
Website		plymouthhistory.org			
Address	155 S. Main Street		City	Plymouth	State
				MI	Zip 48170
Sponsoring Organization's Agent's Name		Elizabeth Kerstens		Title	
				Executive Director	
Ph#	734-455-8940	Fax#	734-455-7797	Email	director@plymouthhis
Cell#		734-502-0760			
Address	155 S. Main Street		City	Plymouth	State
				MI	Zip 48170

Event Name	Plymouth Ghosts Cemetery Walk				
Event Purpose	Fundraiser				
Event Date(s)	Saturday, October 11, 2025				
Event Times	4-9 pm				
Event Location	Riverside Cemetery				
What Kind Of Activities?	Groups escorted to 8 gravesites where there are reenactors				
What is the Highest Number of People You Expect in Attendance at Any One Time?	120				
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.)

8 actors are positioned at selected gravesites. We put up a large tent near the mausoleum. Groups of 25 people are escorted to gravesites every 15 minutes. We try to leave the cemetery better than we found it.

RECEIVED

JUL 16 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 ☐ 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):

Second Saturday in October

Next year's specific dates:

October 10, 2026

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 need 12 traffic cones to block certain streets

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

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

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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 14, 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 Plymouth Historical Society (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 Plymouth Ghosts Cemetery 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 Elizabeth H. Hendon

Date July 14, 2025

Witness Janet Burns

Date 7/14/2025

Event Name / Location / Date:

Plymouth Ghost Walk, October 11 in downtown Plymouth

MUNICIPALSERVICES:	Approved	Denied	Initial CP
NO SERVICES NEEDED			
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO			
Labor Costs: \$0 Equipment Costs: \$0 Materials Cost: \$0			
POLICE:	Approved	Denied	Initial AC
No SERVICED NEEDED			
Labor Costs: \$0			
FIRE:	Approved	Denied	Initial MS
NO SERVICES NEEDED			
Labor Costs: \$0			
HVA:	Approved	Denied	Initial PS
NO SERVICES NEEDED			
Labor Costs: \$0			
DDA:	Approved	Denied	Initial SP
NO SERVICES NEEDED			
Equipment Costs: \$0 Materials Costs: \$0			
RISK MANAGEMENT:	Approved	Denied	Initial MB
Class I – Low Hazard Insurance received			
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 \$0APPROVED x NOT APPROVED _____ DATE 7/21/25



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 - Contract Renewal Planner - Three Year Contract - 07-21-25.docx*
Date: July 15, 2025
RE: Authorization for Three Year Planner Contract Renewal

Background

The City Commission is aware that the City of Plymouth has a contract with Carlisle/Wortman Associates for a variety of professional planning services. In addition, the firm has assisted the City with several special projects, including the Old Village Corridor Improvement Authority, the DDA Five-Year Strategic Plan, Redevelopment Ready City Program and the Zoning Audit to name a few.

There was some discussion at the last City Commission meeting related to the length of the new contract, which was five years. The staff has gone back to Carlisle/Wortman, and we have worked out a three-year contract.

While this proposed contract calls for a \$100 increase in the monthly retainer in year one. The monthly retainer fee of \$750 includes plan review, preparation and attendance at the monthly Planning Commission meeting. The retainer fee is extremely reasonable, for the amount of work expectations. Carlisle/Wortman has a significant reputation for professionalism, and they are deeply familiar with our Ordinances and our Administrative Structure. In addition, we will soon adopt a new Master Plan that was worked on by Carlisle/Wortman.

There was some discussion about the fees in the proposed contract. The City Administration noted that the fees were extremely reasonable for the expectations of the contract. We did some checking with some other firms and the average hourly rate for Principal Planners at the following firms of; McKenna, MKSK, SmithGroup, and Wade Trim is approximately \$266.75 per hour. The proposed three-year contract calls for Principal Planner fees of \$130 per hour in the current fiscal year and moving to \$150 in fiscal year 2027 – 28. Fees for the other firms, based on their rate cards that were submitted to the city for the Streetscape RFP, is as follows:

- McKenna
 - Principal \$140 per hour
 - Senior Principal \$ 165 per hour
- MKSK
 - Principal Planner \$300 per hour
 - Lowest Urban Planner \$140 per hour
- Smith Group
 - Principal IV \$371 per hour
 - Principal V \$353 per hour
- Wade Trim
 - Principal \$310 per hour
 - Senior Principal \$325 per hour
 - Lowest Planner Fee \$125 per hour

We have attached a memorandum from the Economic Development Staff which provides additional background information on this subject matter.

Recommendation

The City Administration recommends that the City Commission authorize a contract renewal for City Planning Services with Carlisle/Wortman. The contract increases are reasonable and within the scope of what we have expected.

We have prepared a proposed Resolution for the City Commission to consider regarding this matter. Should you have any questions in advance of the meeting, please feel free to contact either John Buzuvis, Greta Bolhuis, or myself.

ADMINISTRATIVE RECOMMENDATION

To: Paul Sincock, City Manager

From: Economic Development Department Staff 

Date: July 14, 2025

Re: Planning Services Contract Renewal with Carlisle/Wortman Associates

BACKGROUND:

As you are aware, the City of Plymouth has contracted with Carlisle/Wortman Associates for many years for the provision of professional planning services. Carlisle/Wortman has provided timely, professional, and technically sound services for the life of the relationship. In addition, our assigned planner, Sally Elmiger, has facilitated several special projects for the City Commission and Downtown Development Authority. Recent projects include the Corridor Improvement Authority for Old Village, the Zoning Audit, and the development of the DDA strategic plan. Ms. Elmiger and Carlisle/Wortman have a deep understanding of the community, our ordinances, and the administrative structure. Carlisle/Wortman brings breadth and depth of knowledge to our team, which has been extremely helpful on a regular basis as well as when complex planning and zoning issues arise from time to time.

The enclosed draft contract renewal would take effect upon approval by the City Commission and execution. As you are aware the initial proposed contract was for a five (5) year period and that contract was removed from the City Commission agenda by vote of the City Commission at the July 7th regular meeting. The contract (enclosed) has been revised to run for three (3) years and will, if approved, run through June 30, 2028, unless otherwise modified as provided in the contract. Per the City Charter, planning services, and other similar services, are considered "professional" in nature and as such do not require a formal sealed bid process. The contract represents an increase of \$100 in the current monthly retainer and then \$50 per year thereafter for the remainder of the contract. The monthly retainer includes plan review, preparation for and attendance at the monthly planning commission meeting, and related discussions and correspondence with the administration. Additional work not related to meeting preparation or attendance will be billed at an hourly rate as laid out in the contract. The initial year of the new contract includes a \$25/hour increase in the current hourly rate (\$130 from the current \$105) and the draft contract includes an hourly rate increase of \$10 per year thereafter. The hourly fees for the other planning consulting services outside of the monthly meeting preparation and attendance include researching/writing reviews and memorandum and drafting ordinance amendments. Important to note is the hourly rate/fees for project/applicant specific time spent (outside of what is covered in the retainer) are covered by application fees and/or billed accordingly to each project/applicant.

The City Attorney has reviewed this contract and is comfortable with the document. Enclosed for your review is the revised draft contract language. The administration recommends the City Commission approve the contract renewal/extension and authorize the City Manager and City Clerk to execute the document.

RECOMMENDATION:

The administration recommends that the City Commission approve the enclosed draft contract with Carlisle/Wortman Associates for the provision of "planning consulting services." The term of the contract will be for three (3) years beginning with the approval of the City Commission and execution by the administration. The contract can be cancelled by either party with 60 days' written notice.

Attached please find a copy of the draft contract language and a draft resolution for the Commission to consider. Please feel free to contact John Buzuvis if you have any questions.



Carlisle | Wortman
ASSOCIATES, INC.

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

AGREEMENT FOR PLANNING CONSULTING SERVICES

THIS AGREEMENT, Entered into this _____ day of _____, 2025 by the City of Plymouth hereinafter referred to as the "Client" and Carlisle/Wortman Associates, Inc. hereinafter referred to as the "Consultant."

WHEREAS, The Client desires to engage the Consultant to provide planning consulting services.

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

SECTION 1.0

SCOPE OF WORK

The Consultant for its part agrees to provide **Planning Consulting Services** in accordance with a Scope of Work described in **Exhibit A** attached hereto.

SECTION 2.0

COLLECTION OF DATA

It is understood that the Consultant will have the cooperation of the Client in the collection of basic data and other information for the above work. This shall include the transmittal of base maps in GIS or AutoCAD files, if available.

SECTION 3.0

SCOPE AND PAYMENT FOR SERVICES

- 3.1 Payment for Services** – The Consultant shall be paid in accordance with the retainer fees and hourly rates depicted in **Exhibit B** attached hereto.
- 3.2 Terms of Payment** - The Consultant shall present the Client with an itemized invoice each month based on work performed in the previous month. Invoices shall be paid within thirty (30) days after receipt by the Client.

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

REVISED DRAFT CONTACT
3 YEAR TERM

SECTION 4.0**REPRESENTATION**

It is understood and agreed that **Benjamin Carlisle** will represent the Consultant and **Paul Sincock** will represent the Client in all matters pertaining to this Agreement. **Sally Elmiger** and **Grayson Moore** will serve as Planning Consultants. From time to time, the Consultant may use additional personnel within the firm or sub-consultants to assist in the execution of matters pertaining to this contract.

SECTION 5.0**OWNERSHIP OF MATERIALS**

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

SECTION 6.0**INSURANCE AND LIMITATION OF LIABILITY**

- 6.1 During the term of this agreement, the Consultant agrees to procure and maintain in effect insurance policies in the amounts and with the types of coverage shown below:
- a) Professional liability insurance protecting the Consultant and its employees in an amount not less than \$2,000,000.
 - b) Workers Compensation Insurance in the form and amount required by Michigan law.

- c) Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.

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

SECTION 7.0

INDEMNIFICATION

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

SECTION 8.0

GENERAL PROVISIONS

- 8.1 The Exhibits attached to and referenced in this Agreement are incorporated into this Agreement by reference and expressly made an integral and component part of this Agreement for all purposes and shall be binding upon the Parties. References to any Exhibit in this Agreement shall be deemed to include this reference and incorporation.
- 8.2 Any notice under this Agreement shall be addressed and directed to the representatives of the Parties identified in Section 4.0.
- 8.3 The headings contained in this Agreement are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- 8.4 This Agreement is intended solely for the mutual benefit of the Parties hereto, and there is no intention, expressed or otherwise, to create any rights or interest for any party or person other than the Parties.
- 8.5 CWA shall perform the services under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with Client other than as a contracting party and independent contractor. Employees of CWA shall not be deemed to be employees of Client for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security, or any other purpose.

- 8.6 CWA will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CWA will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 8.7 Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to Client, its officials, employees, contractors, agents, volunteers, or any other person acting on behalf of Client and, in particular, governmental immunity afforded or available pursuant to the Michigan Governmental Immunity Act, MCL 691.1401, *et. seq.*
- 8.8 This Agreement constitutes the entire agreement between the Parties, and all prior discussion, agreements and understandings, whether verbal or in writing, are merged into this Agreement.
- 8.9 If any section, subsection, clause, phrase or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, that portion shall be considered a separate, distinct and independent portion of this Agreement, and the remaining portions of this Agreement shall remain in full force and effect.

SECTION 9.0

TERMS OF AGREEMENT

The term of this Agreement shall be for a period of approximately three (3) years from the date first entered into through June 30, 2028 unless mutually extended. In the event services continue to be provided after the expiration of this agreement, all rates and fees shall be adjusted by five percent (5%) annually unless otherwise agreed upon.

This Agreement may be terminated by either the Client or Consultant individually or jointly upon sixty (60) days written notice. Compensation during the notice period would be paid by the Client to the Consultant if services are faithfully rendered to the Client.

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

WITNESS

CLIENT

Paul Sincock
City Manager
City of Plymouth

Maureen Brodie
City Clerk
City of Plymouth

WITNESS

CONSULTANT

Ben Carlisle, AICP
President
Carlisle Wortman Associates, Inc.

REVISED DRAFT CONTACT
3 YEAR TERM

EXHIBIT A SCOPE OF WORK

All Planning work will be performed on a combination retainer and hourly basis in accordance with the rate schedule shown in Exhibit B attached hereto. Such work shall include but is not limited to the following:

Services to be Provided

The Consultant will serve as professional planning Consultants for the Client. Services will include the following:

1. Attendance at regularly scheduled Planning Commission meetings each month.
2. Written reviews of development applications including:
 - a. Rezoning Requests
 - b. Site Plans
 - c. Special Land Use Applications
 - d. Subdivision Plats
 - e. Planned Unit Development (PUD)
3. Attendance at special Planning Commission and City Commission meetings on matters pertaining to planning and zoning.
4. Advising, assisting, and coordinating with City officials on matters dealing with state laws, county regulations and local ordinances pertaining to zoning and development.
5. Preparation of grant applications to State and Federal agencies.
6. Coordinating with county and state agencies regarding Client plans for zoning and development.
7. Providing other services of planning or coordinating nature as may be requested by the City.

Items Included Under the Monthly Retainer

Services provided under the monthly retainer shall include:

1. Attendance at one regularly-scheduled meeting per month.
2. Review all items on the agenda prior to meeting for their completeness and conformance with appropriate City and other relevant codes and standards.
3. Short and necessary telephone or direct consultations and conversations with appropriate City personnel on planning and other related matters.

4. Preparation of a memo related to agenda items for one regularly scheduled meeting per month as necessary. Said items to be provided to City staff for inclusion with meeting agenda packet to be distributed to meeting members.

Attendance at special meetings or preparation of special reviews and reports shall be performed on an hourly basis as authorized by the Client.

The parties may agree to a lump sum project cost on selected projects as requested by the Client.

There shall be no charge for local travel in relation to services provided under the retainer.

**REVISED DRAFT CONTACT
3 YEAR TERM**

EXHIBIT B RATES & FEES

A. Monthly Retainer

	2025-2026 Rate	2026-2027 Rate	2027-2028 Rate
Monthly Retainer	\$750	\$800	\$850

B. Hourly Rates

Project Team	2025-2026 Rates	2026-2027 Rates	2027-2028 Rates
Principal (S. Elmiger)	\$130/hr	\$140/hr	\$150/hr
Associate Planner	\$120/hr	\$130/hr	\$140/hr
Community Planner (G. Moore)	\$115/hr	\$125/hr	\$135/hr
Graphics (GIS) Technician	\$100/hr	\$105/hr	\$110/hr
Support Staff	\$75/hr	\$80/hr	\$85/hr

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

C. Miscellaneous Fees

<u>Expenses</u>	<u>Rate</u>
AutoCAD Operation	\$30/hr
Mileage	70¢/mi.
Supplies, Prints, Mailing	Actual cost + 20%

RESOLUTION

The following Resolution was offered by _____ and seconded by _____

WHEREAS The City of Plymouth uses the firm of Carlisle/Wortman Associates for professional Planning Services, and

WHEREAS Their contract includes a retainer fee that includes that they provide plan review, Preparation and attendance at the monthly Planning Commission meeting, as well as Related discussions and correspondence with the administrative team, and

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby authorize a three-year renewal contract for professional services with Carlisle/Wortman and authorizes the City Manager to sign the contract on behalf of the City. Further, the City Clerk shall ensure that a complete copy of the proposed contract shall be included in the meeting minutes of this City Commission meeting.

ADMINISTRATIVE UPDATE

To: Mayor & City Commission

CC: *S:\Manager\Sincock Files\Memorandum - Information on City Manager Position - 07-21-25.doc*

From: Paul J. Sincock -City Manager

Date: 7/18/2025

Re: Planning for future retirement of City Manager

The City Charter, recently updated and adopted in 2007, has information that will be critical when the City Manager retires. The City Manager is an appointed officer by the City Commission. It is important for the City Commission to be aware of several requirements such as:

- The City Manager must live within 20 miles of the city limits.
- City Manager shall hold office for an indefinite term, unless relived by the City Commission and serves as an "at will" employee.
- City Manager's compensation is fixed by the City Commission
- Resignation/retirement of the City Manager is required to go to the City Clerk and acted on by the City Commission.
- A vacancy in the office of the City Manager requires the City Commission to fill the vacancy within 28 days.
- The City Manager is required to take and subscribe to an oath of office and meet the qualifications for any bond that may be required.
- When the City Manager resigns/retires, they are required to deliver to the successor in office, all books, papers, money, and effects in his/her custody.

We have attached Section Four (4) of the City Charter with highlighted areas as a reference to the City Commission.

City of Plymouth



CITY CHARTER

November, 2007

PART I CHARTER

Preamble

Chapter 1. Boundaries and Subdivision of the City

- Sec. 1.1. Boundaries.
- Sec. 1.2. Wards.
- Sec. 1.3. Election Precincts.

Chapter 2. General Municipal Powers

- Sec. 2.1. General Powers of the City.
- Sec. 2.2. Exercise of Powers.
- Sec. 2.3. Intergovernmental Contracts.
- Sec. 2.4. Continuation of Rights and Liabilities.

Chapter 3. Interpretive and Limiting Provisions

- Sec. 3.1. City Records.
- Sec. 3.2. Tense.
- Sec. 3.3. Number and Gender.
- Sec. 3.4. Definitions.
- Sec. 3.5. Headings.
- Sec. 3.6. No Estoppel by Representation.
- Sec. 3.7. Effect of Illegality of Any Part of Charter.
- Sec. 3.8. Amendments.

Chapter 4. General Provisions Affecting Officers of the City

- Sec. 4.1. Officers to be Elected.
- Sec. 4.2. Officers to be Appointed.
- Sec. 4.3. City Employees.
- Sec. 4.4. Eligibility for Office in the City.
- Sec. 4.5. Certain Elective Officers Ineligible.
- Sec. 4.6. Appointment and Removal of Appointive Officers.
- Sec. 4.7. Compensation of Appointive Officers.
- Sec. 4.8. Vacancies in Office.
- Sec. 4.9. Removals from Office by the Commission.
- Sec. 4.10. Resignations.
- Sec. 4.11. Recall.
- Sec. 4.12. Filling Vacancies.
- Sec. 4.13. Term of Office Cannot be Shortened or Extended.
- Sec. 4.14. Increase or Decrease of Compensation.
- Sec. 4.15. Oath of Office and Bond Requirement.
- Sec. 4.16. Surety Bonds.
- Sec. 4.17. Business Dealings with City.
- Sec. 4.18. Giving of Surety Bonds Forbidden.
- Sec. 4.19. Delivery of Office and Its Effects by Officer or Employee to His/Her Successor.

CHAPTER 4. - GENERAL PROVISIONS AFFECTING OFFICERS OF THE CITY

Section 4.1. - Officers to be Elected.

The elective officers of the City shall be seven Commissioners. Each such officer shall be elected by the vote of the electors of the city at large.

Section 4.2. - Officers to be Appointed.

The appointive officers of the city shall be a City Manager, a City Attorney, a Clerk, a Treasurer, an Assessor, a Director of Public Safety, a Director of Municipal Services, the members of the Board of Review and members of other necessary boards and commissions provided for or permitted to be created by this Charter or by state law. Upon the recommendation of the City Manager, and to assure the proper administration of city affairs, the Commission may create additional appointive offices, boards, or commissions, or may combine any administrative offices, boards, or commissions in any manner not inconsistent with state law, and prescribe the duties thereof: Provided, however, That the offices of City Manager, Clerk, and Treasurer shall not be combined one with another in any manner, but each may be combined with any other City office. The creation of any additional administrative office or combination thereof shall not directly or indirectly abolish or diminish the office of City Manager, or the responsibilities of that office as set forth in this Charter. Upon the recommendation of the City Manager, any board or commission, created under authority of this section, may be abolished by the Commission.

Section 4.3. - City Employees.

All personnel employed by the city, who are not elected officers or declared to be appointive officers by or under authority of this charter, shall be deemed to be employees of the city.

Section 4.4. - Eligibility for Office in the City.

Except as otherwise provided below, or elsewhere in this Charter, an elector of the City shall be eligible to hold elective office, if the elector shall have been a resident of the City for a minimum of one year immediately prior to the last day for filing for the primary election. Failure of an elector to be and remain a resident of the City during the term of office to which an elector has been elected shall create a vacancy in that office.

- (a) In the case of any appointed officer of the city to any appointed office created in this Charter or by ordinance, including without limitation any board or commission, the appointee shall be a resident of the city and shall remain a resident of the city during the term of office of the appointee, failing which the office shall be deemed vacant.

- (b) In the case of the City Manager, City Attorney, City Clerk, City Treasurer, City Assessor, Director of Public Safety, Director of Municipal Services or other appointed officer who shall be deemed to be an employee of the city, such person may reside either in the city or reside within a distance not greater than 20 miles from the nearest boundary of the city; however if the employee is married and the employee's spouse is employed by another public employer and the employee's spouse is subject to a condition of employment or promotion which requires the spouse to reside a distance of less than 20 miles from the nearest boundary of the spouse's public employer, then the 20 miles restriction upon the residency of the city's employee shall not apply.
- (c) Further, in the case of all public employees of the city, the commission may waive the residency requirement at the time of employment by a two-thirds vote of the commission, provided that each employee for which a residency requirement is waived at time of employment shall satisfy the residency requirement for a public employee set forth herein within one year following the date of employment and shall continue to satisfy the residency requirement set forth herein during the entire time of employment by the city, failing such compliance the employee shall be terminated from employment by the city.
- (d) Notwithstanding the foregoing, a person who is not a resident of the City but who resides within a distance not greater than 20 miles from the nearest boundary of the City and who has an interest in property located within a business district of a Downtown Development Authority created by the city pursuant to Public Act Number 197 of the Public Acts of 1975, as amended, may be appointed as a member of the board of the governing body of that authority subject to all other requirements of state law.

Section 4.5. - Certain Elective Officers Ineligible.

No person who holds or has held the office of Commissioner, by election or appointment, or both, for three consecutive terms shall be eligible to succeed themselves in such office. The holding of the office of Commissioner, either by election or by appointment, for a period of two years or more shall be deemed to be for a term. No person who holds or has held the office of Commissioner shall be eligible for appointment to any office, for which compensation is provided, or any post of employment, until one year has elapsed following the term for which they were elected, except as otherwise provided in this Charter.

Section 4.6. - Appointment and Removal of Appointive Officers.

- (a) All appointive officers of the City, [except the City Manager, the City Attorney, and members of the Board of Review and the Personnel Service Appeal Board, and other boards and commissions provided for or permitted to be created by this Charter or the general laws of the State], shall be appointed by the City Manager, by and with the advice and approval of the Commission. The City Manager shall announce each appointment to fill appointive offices of the city to the Commission

at a regular or special meeting thereof. If the Commission shall not approve any such appointment at the meeting at which such announcement is made, such appointment shall be probationary for a period of thirty days, unless approved by the Commission prior to the expiration of that time. During such thirty-day period, the Commission may approve or disapprove such appointment. If the Commission shall take no action to approve or disapprove any such appointment during such thirty-day period, the appointment shall be deemed to have been approved by it.

- (b) Each appointive officer of the city, except members of the Board of Review and other boards and commissions of the city, shall hold office for an indefinite term.
- (c) The City Manager may remove any appointive officer of the city whose appointment has been or may be made by him/her. The city manager shall announce the removal of any appointive officer from the office held by him/her to the Commission at any regular or special meeting of the Commission. If, within five days after such announcement, such officer shall file a petition with the Mayor requesting a hearing on his/her removal, the Commission shall hear him/her at its next regular meeting which is held within not less than five nor more than thirty days following the filing of such petition. At such hearing, such officer and the City Manager may present to the Commission all facts and circumstances which are germane to the reasons for the removal of such officer from office by the City Manager. After such hearing, the Commission may sustain the removal made by the City Manager or reinstate the officer to the office held by him/her.
- (d) The Mayor shall appoint to and remove from office the City Attorney and members of the Board of Review and the Personnel Service Appeal Board, and of other boards and commissions of the City. Such appointments and removals by the Mayor shall be made in the same manner and subject to the same procedures as are herein prescribed for the appointment and removal of appointive officers by the City Manager.

Section 4.7. - Compensation of Appointive Officers.

The Commission shall fix the compensation of the City Manager, the City Attorney, and the members of the Board of Review, the Personnel Service Appeal Board, and other boards and commissions of the City. The City Manager shall fix the compensation of all other appointive officers, within and subject to budget appropriations.

Section 4.8. - Vacancies in office.

Any city office shall become vacant for any one or more of the following reasons:

- (a) The occurrence of any event or the doing of any act specified by state law to create a vacancy;
- (b) Removal from office by the Governor of Michigan;
- (c)

The absence from the city of any officer continuously for more than sixty days without permission of the Commission;

- (d) In the case of the Mayor and Commissioners, absence from four consecutive regular meetings of the Commission or twenty-five percent of such meetings in any fiscal year of the city, unless such absence shall be excused by the Commission at the time it occurred and the reason therefore entered in to the proceedings of the Commission;
- (e) Assumption by the officer of any office which is incompatible with the City office held by him/her.

Section 4.9. - Removals from Office by the Commission.

The Commission may remove any elective or appointive officer of the city for any one or more of the following reasons:

- (a) When, after a hearing thereon, it shall be satisfied from sufficient evidence submitted to it that such officer has failed to perform the duties of his/her office for ninety days because of physical or mental disability.
- (b) When it shall be satisfied from sufficient evidence submitted to it that such officer has been guilty of official misconduct, wilful neglect of, or gross inefficiency in, the performance of his/her duties as an officer of the city. The Commission shall take no action under this provision upon any charges against any officer of the city, until certified copies of such charges and of all supporting affidavits and exhibits have been personally served upon such officer and an opportunity, after at least fifteen days notice, given him/her to be heard in his/her defense. No officer who has been removed from office under authority of this provision shall be eligible to election or appointment to any city office for a period of three years from the date of such removal. Any elector of the city may prefer charges of official misconduct, wilful neglect of, or gross inefficiency in office against any appointive officer of the city. Such charges shall be made in writing and shall set forth the grounds therefore, reciting specific instances of such official misconduct, wilful neglect, or gross inefficiency, which recitals shall be supported by affidavits of persons having knowledge thereof, and shall be filed with the clerk who shall place the same before the Commission at its next regular meeting following his/her receipt thereof. After such charges have been filed with the Commission, it shall take such action thereon as it shall deem fit and may provide for and hold a hearing thereon. If any such charges be also supported by a petition, demanding that the Commission hold a hearing thereon which contains the signatures of registered electors of the city equal to or greater than ten percent of the number of votes cast in the city for the office of Governor of the State of Michigan at the last biennial fall election, the Commission shall take action thereon by calling and holding a public hearing before the Commission upon

such charges. At such public hearing, all persons having an interest in the subject matter and purpose of such hearing shall be heard and may be represented by counsel, if such person so chooses. Within fifteen days after such hearing, the Commission shall make a determination upon the charges made against such officer. Such determination of the Commission shall be final. If the Commission determines that the charges were supported by competent evidence at such hearing and that the same are sufficient justification therefor, it shall remove the person complained against from the office held by him/her.

Section 4.10. - Resignations.

Resignations of elective officers, the City Manager, and the City Attorney shall be made in writing and filed with the Clerk and shall be acted upon by the Commission at its next regular meeting following receipt thereof by the Clerk. Resignations of appointive officers, other than the City Manager and City Attorney, shall be made in writing to the City Manager and shall be promptly acted upon by him/her.

Section 4.11. - Recall.

Any elective official may be removed from the office by the electors of the City by recall, in the manner provided by the general laws of the state. A vacancy created by the recall of any elective official shall be filled in the manner prescribed by law. The board of county canvassers in the county where the petition is filed shall conduct the canvass of the recall election. If a board of canvassers determined that a majority of the votes are in favor of recall, the board of canvassers immediately upon the determination shall certify the result to the officer with whom the recall petition was filed. Upon certification, the office is vacant. The officer with whom the recall petition was filed shall immediately upon receipt of the certification notify the Clerk.

Section 4.12. - Filling Vacancies.

Except in case of recall, if a vacancy occurs in any elective office, the Mayor shall appoint within twenty-eight (28) days after such vacancy occurs, a person who possesses the qualifications required of holders of said office to fill such vacancy. After said appointment is made by the Mayor, the City Commission shall confirm and approve such appointment at its next regularly scheduled meeting. Any person so appointed to the office of Commissioner shall hold that office for the remainder of the term of the office that was vacated. In the event a vacancy occurs in the office of Commissioner within thirty days prior to a regular city election such vacancy shall not be filled by the Commission until the first meeting after its organization meeting following such election.

If a vacancy occurs in any appointive office, the person, board, or commission responsible for the appointment of such person under this Charter shall, within twenty-eight (28) days after such vacancy occurs, appoint a person who possesses the qualification required of holders of said office to fill such

vacancy. The appointment of any such person shall be subject to and be required to comply with any and all provisions contained in this Charter which require approval by the City Commission of said appointment.

Section 4.13. - Term of Office Cannot Be Shortened or Extended.

Except by procedures provided in this chapter, the terms of the elective officials of the city and of officers of the city appointed for a definite term shall not be shortened. The terms of office of the city may not be extended beyond the period for which any such officer was elected or appointed except that an elective officer of the city shall, after his/her term has expired, continue to hold office until his/her successor is elected or appointed and has qualified.

Section 4.14. - Increase or Decrease of Compensation.

No salary of any elected officer shall be increased or decreased after his/her election during any fixed term of office for which he/she was elected.

Section 4.15. - Oath of Office and Bond Requirement.

Every officer, elected or appointed, before entering upon the duties of the office, and each of such employees as the Commission shall designate, before entering upon employment, shall take and subscribe to the oath prescribed by the constitution of the state, and shall file the same with the Clerk. Such persons shall also furnish or fulfill the requirements for any bond which may be required by this Charter or by the Commission to give. In case of failure to comply with the provisions of this section within ten days from the date of the election, appointment, or employment, such office or employment shall thereupon become vacant, unless the Commission shall, by resolution, extend the time in which such officer or employee may qualify.

Section 4.16. - Surety bonds.

Except as otherwise provided in this Charter, the Commission may require any officer or employee to give or fulfill the requirements for a bond, to be approved by the Commission, conditioned upon the faithful and proper performance of the duties of the office or employment concerned, in such sum as the Commission shall determine. All such officers or employees who receive, distribute, or are responsible for City funds shall be bonded. The resignation, removal, or discharge of any officer or employee, or appointment of another person to such office or employment, shall not exonerate such officer or employee or any sureties of such officer or employee from any liability incurred by such officer, employee, or sureties. All official bonds shall be corporate surety bonds and the premiums thereon shall be paid by the city. Unless otherwise determined by a two-thirds vote of the Commission, bonds required by this section shall not be

renewed upon the expiration of the terms for which issued, but, in each case, a new bond shall be furnished. No official bond shall be issued for a term exceeding five years. The bonds of all officers and employees shall be filed with the Clerk, except that of the Clerk, which shall be filed with the Treasurer.

Section 4.17. - Business Dealings with City.

- (a) *Public contracts:* No officer of the City of Plymouth shall be a party, directly or indirectly, to any contract between the officer and the City of Plymouth unless permitted by State law.
- (b) *Other business dealings with the city:* Any officer of the City of Plymouth who intends to have business dealing with the city, other than by way of a public contract either directly or indirectly, whereby the officer may acquire from the City of Plymouth an income or benefits other than that provided as remuneration for the officer's official duties, shall file with the City Clerk a statement, under oath, setting forth the nature of the Officer's interest therein and that his/her or her participation therein is to the general welfare and benefit of the City of Plymouth. Such statement shall be forwarded to the Commission, placed on the regular agenda of the Commission, and voted upon for approval. Any such approval shall require a two-thirds affirmative vote by the Commission.
- (c) *Voidable contract or obligation:* In the event this Section is violated, any contract or obligation entered into or assumed on the part of the City of Plymouth shall be voidable.

Section 4.18. - Giving of Surety Bonds Forbidden.

No officer shall stand as surety on any bond to the city or give any bail for any other person which may be required by the Charter or any ordinance of the City. Any officer of the City who violates the provisions of this paragraph shall be guilty of misconduct in office.

Section 4.19. - Delivery of Office and Its Effects by Officer or Employee to His/Her Successor.

Whenever any officer or employee shall resign, or be removed from office, or the term of office for which he/she has been elected or appointed has expired, he/she shall, immediately, deliver to his/her successor in the office or to his/her superior, all books, papers, moneys, and effects in his/her custody which were obtained as a part of, or were necessary to the performance of his/her duties as such officer or employee.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincok, City Manager
CC: *S:\Manager\Sincok Files\Memorandum - Authorization for the purchase of CAT Front End Loaders - 07-21-25.docx*
Date: July 16, 2025
RE: Authorization for purchase of front end loaders

Background

The City Commission is aware that the Department of Municipal Services budget has the purchase of three different pieces of heavy equipment, commonly known as front end loaders. There are three different sizes of these units, which are used in a wide variety of uses. This equipment is used in cemetery operations, water main breaks, spring mulch moving, fire hydrant replacement, planting trees, snow plowing and removal, and other extensive uses. These pieces of equipment are used on a near daily basis to keep our operations moving.

The plan is to replace the 2000 Bobcat skid steer loader, the 2003 Case mini-loader, and the 2008 CAT 930 large loader. You may recall that the Case Mini-loader caught fire on the upper level of the parking deck this past winter. That unit has been repaired with no guarantee that it will continue to operate in the long term. Parts for the Case mini-loader and the Bobcat Skid Loader are extremely difficult to find, due to their age.

The budget calls for financing these units with a first year payment estimated at \$97,000. Finance Director John Scanlon is reviewing the rates from Cat leasing as well as rates from our usual financial institutions and will bring back a full plan, most likely at your next meeting.

The purchase of the units is being made under the 2025 Sourcewell Heavy Equipment Contracts. The City Commission will recall that Sourcewell is one of the national group purchasing programs, similar to MiDeal or Oakland County Purchasing, which are two other group purchasing programs that we regularly use.

We have attached a memorandum from the Municipal Services Department which further outlines these purchases. The Department has researched a variety of equipment and has chosen Caterpillar equipment for its ease of use, durability and ease of service and parts availability.

Recommendation

The City Administration recommends that the City Commission authorize the purchase of the following Caterpillar Heavy Equipment in accordance with the Sourcewell Group purchasing programs.

- | | |
|--------------------------------------|---------------|
| • Cat model 930 3RQ+ Wheel Loader | \$256,243.31 |
| • Cat Model 906 Wheel Loader | \$122,758,.39 |
| • Cat Model 260 AQ Skid Steer Loader | \$ 73,228.39 |

This purchase is for a total amount of \$452,230.09 and will be financed in accordance with the plan that will be presented by Finance Director John Scanlon at the next regular meeting.

Should you have any questions in advance of the meeting, please feel free to contact either myself, Chris Porman, or Nick Johns.



Department of Municipal Services

1231 Goldsmith, Plymouth, MI

734-453-7737

dms@plymouthmi.gov

Date: July 15th, 2025
To: Paul J. Sincock, City Manager
From: Chris S. Porman, Assistant City Manager/Director of Municipal Services
Nick Johns, Foreman
Re: Purchase of Caterpillar Equipment

Background

As part of the 2025–2026 Capital Improvement Budget, Municipal Services is requesting the purchase of a new equipment package consisting of a Caterpillar 260 AQ skid steer, a 930 3RQ+ wheel loader, and a 906 compact wheel loader. This request is prompted by the aging conditions and increasing maintenance demands of our current equipment fleet.

At present, our fleet includes a 2000 Bobcat skid steer, a 2003 Case small loader, and a 2008 CAT 930 large loader. Each of these machines has served the department for many years but all are showing significant signs of wear. The hydraulic system of the Bobcat skid steer used in its operations is sluggish at best and is no longer adequate for current operations, as it lacks the power and capability needed to meet the demands of our work.. The Case small loader caught fire in February 2025 and was repaired but many parts have now been discontinued and no longer available leading this machine to its end of life. Should the Case loader suffer any other electrical issues in the engine department, it will be rendered useless in the operation. The CAT 930 loader with over 17 years of service has really begun to show wear and tear and rough operation.

These pieces of equipment are essential to nearly every maintenance operation performed by Municipal Services. Their digging, loading, and lifting functions are critical for tasks such as repairing water main breaks, replacing fire hydrants, installing street light poles, removing and planting trees, grinding stumps, plowing/removing snow, and transporting materials within the DMS yard.

Staff have thoroughly researched equipment options currently available on the market and determined that Caterpillar offers the best combination of functionality, quality, and reliability. The team is already well-versed in the CAT system, particularly its joystick controls, as two of our existing machines are Caterpillar models. Transitioning to an all-CAT fleet would streamline operations by ensuring compatibility across equipment, allowing attachments to be used interchangeably and simplifying maintenance and part replacement. This standardization would

also improve safety and efficiency, as all operators would be familiar with the equipment's controls and features.

A key factor in our recommendation is the exceptional support provided by Michigan CAT in Novi. Their service department has consistently delivered outstanding results. Parts are readily available, their service hours are 24/7, and their mobile technicians are knowledgeable and responsive. This level of support significantly reduces downtime and ensures continued reliability of our equipment.

In conclusion, the replacement of our outdated and increasingly unreliable machines with the proposed Caterpillar equipment package is a critical investment. It will ensure the continued effectiveness, safety, and efficiency of the Municipal Services Department's operations, while also offering long-term value through durability, compatibility, and trusted service support.

We have received pricing on the CAT package through the Sourcewell Cooperative Purchasing Contract #060122 2025 heavy equipment. The City is a participating agency with the Sourcewell Purchasing Cooperative. Sourcewell is a national cooperative that competitively bids contracts for public agencies, providing us indirect savings related to writing specifications, researching industries, processing invitations to bid, recruiting a diverse pool of potential suppliers, and making awards.

Recommendation

It is our recommendation that the City Commission approve the purchase of the CAT Equipment package for the following equipment:

Caterpillar Model: 930 3RQ+ Wheel Loader	\$256,243.31
Caterpillar Model: 906 Wheel Loader	\$122,758.39
Caterpillar Model: 260 AQ Skid Steer Loader	\$ 73,228.39

for a total price of \$452,230.09. This purchase is budgeted in the Capital Improvement section of the 2025-2026 Budget under account number 661-000-140.500, see budget page attached.

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



Mar 19, 2025

CITY OF PLYMOUTH
201 S MAIN ST
Plymouth, Michigan 48170

**2025 Sourcewell Heavy Equipment
Contract#011723 2025 Sourcewell
Medium/CCE Contract#020223 2025
Sourcewell Roadway Paving
Contract#060122**

Dear CITY OF PLYMOUTH,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 930 3RQ+ Wheel Loader - Small with all standard equipment in addition to the additional specifications listed below:

MACHINE SPECIFICATIONS

930 14A WHEEL LOADER	579-7701	CONDITIONER, AIR, R134A	579-7735
CHASSIS AR-930	579-7705	PUSH START, PASSCODE SECURITY	579-7738
ELECTRICAL AR	579-7708	CAMERA, REAR VIEW	579-7761
HYDRAULIC AR	579-7710	QUICK COUPLER,FUSION,EXT DUTY	579-9974
POWER TRAIN AR	593-8991	STANDARD RADIO (12V), DUAL USB	590-8874
INSTALLATION AR	593-8998	LIGHTS, AUX, LED, PREMIUM	590-8903
ELECTRONICS AR-M	595-9693	PREP PACK, UNITED STATES	593-8900
CERTIFICATE OF ORIGIN, ENGLISH	0G-6022	JOYSTICK ,3V ,WHEEL STR	593-8916
DIFFERENTIAL, OPEN REAR	333-6529	STANDARD LIFT, COUPLER READY	593-8921
TIRES, 20.5R25 MX XTLA * L2	366-6896	HYDRAULICS, 3V	593-8923
FILM GP, AGGREGATE	387-4097	FENDERS, STANDARD	593-8950
TOOLBOX AUX	491-7922	SEAT, DELUXE, TILT AND TELE	593-8962
LINES, AUX 3RD, STD LIFT	530-1623	ENGINE	593-8993
CTWT, AGGREGATE, 3325LBS, 6PCS	536-3718	WINDSHIELD ACCESS STEPS, NONE	612-1012
HYDRAULICS, STANDARD	536-5283	HYDRAULIC OIL, STANDARD	619-8443
PRODUCT LINK, DUAL PLE683	573-8458	JUMPER LINES, AUX 3RD, FUSION	629-6028
CAB, STANDARD	578-1363	LIGHTS, ROADING, LED, RH	633-0598
MIRRORS, HEAT, ELEC ADJUST	578-1409	FILM GP, WARNING, PL, ANSI	638-5475
RIDE CONTROL	579-7697	BUCKET-GP, 3.2 YD3, FUS, BOCE - SWLFBT503	417-4925
STEERING WHEEL	579-7717	CARRIAGE, PAL C3/4, 62", FUS	5328222
ENVIRONMENT, MEDIUM DEBRIS	579-7722	FORK TINE,2.25"X6"X60", RIGHT	3712377
WEATHER, COLD START 120V	579-7726	FORK TINE,2.25"X6"X60", LEFT	3712376

WARRANTY & COVERAGE

Standard Warranty:	Standard Warranty New CAT Machines - 12 Months Unlimited Hours Full Machine. * All standard warranties include travel time and mileage for the first six (6) months. Scheduled Oil Sampling is required during entire warranty period.
Extended Coverage:	930-84 MO/4000 HR PREMIER

Sell Price	\$256,243.31
Net Balance Due	\$256,243.31
Ext Warranty	Included
Total Net Purchase Price	\$256,243.31

Thank you for your interest in Dealership and Caterpillar products for your business needs. This quotation is valid for 30 d ays, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Evan Meinicke
Machine Sales Representative
Dealership
Evan.Meinicke@michigancat.com
248-444-6045



Mar 03, 2025

CITY OF PLYMOUTH
201 S MAIN ST
Plymouth, Michigan 48170

**2025 Sourcewell Heavy Equipment
Contract#011723 2025 Sourcewell
Medium/CCE Contract#020223 2025
Sourcewell Roadway Paving
Contract#060122**

Dear CITY OF PLYMOUTH,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 906 Wheel Loader - Compact with all standard equipment in addition to the additional specifications listed below:

MACHINE SPECIFICATIONS

906 14A CWL AM-N/AM-S
LANE 2 - AVAILABLE FROM LEICESTER FACTORY
LANE 3 - AVAILABLE FROM LEICESTER FACTORY

SERIAL NUMBER PREFIX = MZ6

Base machine for use with Stage V certified engines.

PREPARATION PKG-USA, ANSI
FAN, DEMAND, STD, PRECLEANER
WEATHER, COLD START, 120V
ENGINE, C2.8, STAGE V
FILTER, FUEL, MANUAL
TRANS 25 MPH DIFF LOCK
HYD, 3V, STD FLOW, STD LIFT
COUPLER, SSL
AUX, STD FLOW, 3 VALVE
RIDE CONTROL, STD LIFT
LIGHTS, ROAD, FN, LED, RH DIP
CAB, DLX, 2 SLIDING WINDOWS
KEY START, PASSCODE SECURITY
STORAGE, BOX WITH LOCK
KEYPAD 8, RIM PULL/CREEP CTL

572-7976	AIR CON, AUTO TEMP CONTROL	573-3923
	DOOR STOP, CAB	600-3108
	TIRES, 340/80 R18, FS, DURAFORCE	331-3193
	FENDERS, STANDARD, R18	577-6164
	HYDRAULIC OIL, STANDARD	577-6969
	LIGHTS, CAB, PREMIUM, 8X LED	580-0534
	ALARM, BACK UP	580-0537
	DOOR SWITCH & 2X USB POWER	596-4178
601-2045	HARNESS, WIRING, WT, SSL	580-0539
581-4771	STANDARD RADIO (12V)	623-9432
580-6299	PACKING, LAST MILE PROGRAM	0P-4299
607-1279	RUST PREVENTATIVE APPLICATOR	0G-3273
569-2570	KICKOUT, RTD, ROTARY SENSOR	573-3916
597-1178	MIRROR, EXT, STD	577-7161
597-2302	CAMERA, REAR VIEW, W/O MIRROR	602-2629
577-6057	SEAT, DELUXE PLUS, AIR, HEAT	573-4006
607-6809	SEAT BELT, 3"	594-7065
577-6050	HITCH, REAR RETRIEVAL, STD	580-0511
573-3910	PRODUCT LINK, CELLULAR PL243	636-6174
577-7154	BUCKET-GP, 1.0 YD3, SSL, BOCE	5696219
580-0524	CARRIAGE, PAL CL3, 51", SSL	5833909
580-0597	FORK, PAL C3, 48" X 4" X 2"	5972680
580-0522		

WARRANTY & COVERAGE

Standard Warranty: Standard Warranty New CAT Machines - 12 Months Unlimited Hours Full Machine. * All standard warranties include travel time and mileage for the first six (6) months. Scheduled Oil Sampling is required during entire warranty period.

Extended Coverage: 906-84 MO/4000 HR PREMIER

Sell Price	\$122,758.39
Net Balance Due	\$122,758.39

Ext Warranty

Included

Total Net Purchase Price

\$122,758.39

Thank you for your interest in Dealership and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Evan Meinicke
Machine Sales Representative
Dealership
Evan.Meinicke@michigancat.com
248-444-6045

OPTIONS: CWL ATTACHMENTS

Components	Ref No.	Qty	Sell
CAT Components (Attachments)			
BUCKET-GP, 1.25 YD3, SSL, BOCE	569-6175	1	\$3,525.23
CARRIAGE, PAL CL3, 51", SSL	583-3909	1	\$2,808.00
BUCKET-GP, 1.0 YD3, SSL, BOCE	569-6219	1	\$3,313.85
BUCKET-LM, 2.0 YD3, SSL, BOCE	569-6217	1	\$4,717.85



Jul 03, 2025

CITY OF PLYMOUTH
201 S MAIN ST
Plymouth, Michigan 48170

**2025 Sourcewell Heavy Equipment
Contract#011723 2025 Sourcewell
Medium/CCE Contract#020223 2025
Sourcewell Roadway Paving
Contract#060122**

Dear CITY OF PLYMOUTH,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 260 AQ Skid Steer Loaders with all standard equipment in addition to the additional specifications listed below:

MACHINE SPECIFICATIONS

260 SSL DCA4A	653-9080	QC, HYD DUAL SELF-LEVEL	586-0034
REAR LIGHTS	579-2312	PACKAGE, TECHNOLOGY (T4)	607-8407
RIDE CONTROL, NONE	592-6354	FAN, COOLING, DEMAND	624-1809
DOOR, CAB, GLASS	593-7243	HOSE GUIDE, ATTACHMENT	640-5405
HEATER, ENGINE COOLANT, 120V	594-2212	INSTRUCTIONS, ANSI, USA	585-9542
260 05A SKID STEER LOADER	601-2110	GUARDING / SEALING PKG, (HD1)	586-0054
SEAT BELT, 2"	613-1924	FUEL, MANUAL PRIMING	607-0943
CERTIFICATION ARR, P65	643-7211	INTEGRATED RADIO	651-8586
CAB PACKAGE, PRO PLUS	653-9077	PRODUCT LINK, CELLULAR PLE643	579-2324
WORKLIGHTS, LED, FRONT/REAR	579-2310	TIRES, 12/16.5 CAT 10PR	650-7299
POWERTRAIN, 2-SPEED	585-9525	PACKING, ROLL ON - ROLL OFF	0P-0226
SEAT, AIR SUSPENSION, CLOTH, HEAT	585-9587	260 CPM	657-6166
COMFORT PKG, ENCLOSED CAB, HVAC	585-9837	BUCKET-GP, 74", BOCE	279-5373
HYDRAULICS, PERFORMANCE, (HP1)	586-0012	CARRIAGE, 46", FORKS, 48", SSL	353-1697

WARRANTY & COVERAGE

Standard Warranty:	SSL CTL HEXMI Standard Warranty - 24 Months/2000 Hours Full Machine Premier Factory Warranty. *
	All standard warranties include travel time and mileage for the first six (6) months. Scheduled Oil Sampling is required during the entire warranty period.
Extended Coverage:	260-84 MO/3500 HR PREMIER

Sell Price	\$73,228.39
Net Balance Due	\$73,228.39
Ext Warranty	Included
Total Net Purchase Price	\$73,228.39

Thank you for your interest in Dealership and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Evan Meinicke
Machine Sales Representative
Dealership
EvanMeinicke@macallister.com
248-444-6045

OPTIONS: AVAILABLE OPTIONS

Components	Ref No.	Qty	Sell
CAT Components (Attachments)			
BUCKET-GP, 68", BOCE	279-5369	1	\$1,685.54
Other Components			
VisionLink 5yr ConnectPro		1	\$760.00
VisionLink 4yr ConnectPro		1	\$620.00
VisionLink 3yr ConnectPro		1	\$475.00
VisionLink 5yr Performance Plan		1	\$1,460.00
VisionLink 4yr Performance Plan		1	\$1,195.00
VisionLink 3yr Performance Plan		1	\$915.00

Item Description	Req By	Account #		R N	Est Life	Dept Priority	Method of Funding			Dept Req Est Cost	Manager Revisions	Budgeted Cost
							Approp	Act 99	Bonds			
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 Modem 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

RESOLUTION

The following Resolution was offered by _____ and seconded by _____

WHEREAS The City of Plymouth operates a fleet of equipment to more effectively and efficiently Help protect the public health, safety, and welfare, and

WHEREAS From time-to-time equipment needs to be replaced or upgraded and the Department Of Municipal Services has recommended the replacement of three pieces of heavy Equipment, and

WHEREAS The City Administration has recommended that the equipment purchased be financed and The City Commission has authorized a finance package in the current budget, and

WHEREAS The City Administration has recommended purchasing the equipment using the Sourcewell National Group purchasing plan for these purchases.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of the following pieces of equipment from Michigan CAT:

- | | |
|--------------------------------------|---------------|
| • Cat model 930 3RQ+ Wheel Loader | \$256,243.31 |
| • Cat Model 906 Wheel Loader | \$122,758,.39 |
| • Cat Model 260 AQ Skid Steer Loader | \$ 73,228.39 |
| • TOTAL PURCHASE AUTHORIZATION | \$452,230.09 |

BE IT FURTHER RESOLVED THAT the City Finance Director is to bring back the finance options for this purchase at the next regular meeting for adoption by the City Commission.



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 - Heavy Equipment Financing - Community Leasing Partners - 07-21-25.docx
Date: June 18, 2025
RE: Heavy Equipment Financing

Background

The City Finance Director has been working with our various financial institutions related to financing the Caterpillar Heavy Equipment that appeared earlier on the agenda. We reviewed financing from Michigan CAT, but their rate was over 6.5%, our local institutions were above 5%, and the rate from Community Leasing Partners was at 4.99%, which was the lowest.

We have financed several vehicles through Community Leasing Partners, including the 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 Caterpillar Heavy Equipment purchase. The term of the loan will be five years, and we will put 20% down 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: July 17, 2025
To: Paul Sincock, City Manager
From: John Scanlon, Finance Director
Subject: Michigan Caterpillar Equipment Financing

Issue: Michigan Caterpillar Equipment Financing

Analysis: The City Commission is being presented with a request to approve the purchase of a package of three Caterpillar (CAT) Front End Loaders. The CAT Front-End Loaders will replace three units at the Department of Municipal Services. Consistent with the City's standard practice, the Equipment Fund will rent the heavy machinery to other funds and charge rates designed to recover both the cost and operational expenses of the equipment, in accordance with Michigan Public Act 51.

The Front-End Loaders are currently available, with payment due upon receipt. The proposed financing schedule includes a down payment of \$90,450 (20% of the total cost), with the remaining balance financed at an interest rate of 4.99%. Payments will be made over a five-year period, providing added 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 Caterpillar 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

July 17, 2025

Customer Name: City of Plymouth, MI

Equipment: Caterpillar 260 AQ Skid Steer Loader, 930 3RQ+ Wheel Loader, 906 Wheel Loader
Sales Representative: Michigan CAT
Delivery: Expected August 2025

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:	\$	452,230.09	Payment Frequency:	Annual
Down Payment:	\$	90,450.00	First Payment:	One year from closing
Amount Financed:	\$	361,780.09		
Term in Years:		5		
Payment:		\$83,549.51		
Factor:		0.230940		
Interest Rate:		4.99%		

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

- The quoted interest rate is valid for 20-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 20-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 1-888-777-7850.

Respectively,

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

Quote prepared by Dave Fike, Director-Business Development

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 Michigan Caterpillar Front End
Loaders, and

WHEREAS, The City of Plymouth has secured financing for the Front-End Loaders
at an interest rate of 4.99%

NOW THEREFORE BE IT RESOLVED THAT, the City Commission of the City of
Plymouth approves the financing schedule for the Front-End Loaders equipment

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 Front-
End Loaders



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Authorization to Purchase Pick Up Trucks - 07-21-25.docx
Date: July 16, 2025
RE: Authorization to Purchase Pick Up Trucks

Background

The City Commission is aware that when they adopted the 2025 - 26 Fiscal Year Budget, it included the purchase of three new Ford F-350 4 x 4 pickup trucks. We are looking at replacing trucks that have provided 13, 16 and 17 years of service to the city and have outlived their useful life. To keep the trucks operational and to our standards, we would need to invest in some significant bodywork as rust and wear are showing substantially on the vehicle and even with that we would be unsure of the ability to reliably have these older units plow snow, which places high stress on trucks.

Using the MiDeal Plan, we would be able to purchase the trucks through LaFontaine Group of Dealers and their Ford Lansing fleet sales for \$56,865.00 each or a total of \$170,595.00. Our Finance Director is currently reviewing finance options and rates for this purchase and the Cat Loader purchases. Once we have the best finance options and rates locked in, we will bring it back to the Commission at their next meeting. These trucks are not available on the MiDeal locally, but we have purchased fleet vehicles through the LaFontaine Group and this specific dealer before, using the same MiDeal cooperative pricing and have had a positive relationship.

Recommendation

The City Administration recommends that the City Commission authorize the purchase of three (3) Ford F-350 Super Crew 4x4 XL in the amount of \$56,865.00 each and a total of \$170,595. The budget sheet has finance payments of \$65,000 for the current fiscal year. Based on the current interest rates, Finance Director John Scanlon is reviewing financing options and obtaining rates from various financial institutions. We anticipate bringing the final finance package back to you in the next meeting or two.

We have attached a proposed Resolution for the City Commission to consider regarding this matter. Should you have any questions in advance of the meeting, please feel free to contact me, Chris Porman or Nick Johns at Municipal Services.



Department of Municipal Services

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

Date: July 15th, 2025
To: Paul J. Sincock, City Manager
From: Chris S. Porman, Assistant City Manager, Director of Municipal Services
Nick Johns, Foreman
Re: Purchase of Three (3) 2026 F350 Pickup Trucks

Background

As outlined in the Capital Improvement section of the FY 2025–2026 Budget, the Department of Municipal Services is requesting approval for the purchase of three (3) new 2026 Ford F-350 Super Duty Crew Cab XL 4x4 Work Trucks.

The department's current fleet includes vehicles that are 13, 16, and 17 years old, respectively. These trucks have begun to exhibit significant signs of wear and tear, including rust and performance degradation consistent with long-term use under typical operating conditions.

Pricing for the new vehicles was obtained through the MiDEAL Extended Purchasing Program (State Contract #240000001209). This cooperative program, authorized by Michigan legislation and active since 1984, provides local governments with access to the same pricing, terms, and conditions secured by the State of Michigan. This results in both direct cost savings and indirect efficiencies such as reduced administrative burden related to bidding, vendor sourcing, and procurement.

Recommendation

It is our recommendation that the City Commission approve the purchase of three 2026 Fleet/Non-Retail Ford 2026 Ford F-350 Super Duty Crew Cab XL 4x4 160" Wheelbase Work Truck from Lafontaine Ford of Lansing, MI based on the MiDeal Purchasing Program each for \$56,865.00 for a total purchase price of \$170,595.00. This item is covered in the budget on page CIP 114, which we have attached to this memorandum as a reference.

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

LaFontaine Ford Lansing
5827 S Pennsylvania
Lansing, MI 48911
517-574-7120-Direct

QUOTATION

dwresinski@lafontaine.com

Name: City of Plymouth
Address: _____
City: _____ State: _____ Zip: _____
Contact: Nick Johns
Phone: 734-453-7737
Email: njohns@plymouthmi.gov

Date: 7/2/2025
Quote: 070225 B

2026 Ford F-350 Super Duty Crew Cab XL 4x4 160" Wheelbase	
6.8L DEVCT NA PFI V8 Engine	
10-Speed Auto Torqshift Transmission	
Oxford White Exterior	
Medium Dark Slate Cloth Interior	
STX Appearance Package	
Platform Running Boards - Retractable Rear Bed Step	
Snow Plow Prep Package	
Interior Work Surface	
Dark Carbonized Aluminum 20" Wheels	
Upfitter Switches	
410 Amp Alternator - Dual Battery	
Exterior Backup Alarm	
Spray-In Bedliner	
State Contract # 240000001209	
MSRP Sales Price	\$63,365.00
Sales Price	\$56,850.00
Taxes	\$0.00
Registration and Title Fees	\$15.00
<u>Delivery</u>	<u>\$0.00</u>
Cost Per Vehicle	\$56,865.00
Number of Vehicles	x3
Total Cost:	\$170,595.00

Signed: Daniel Wresinski

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			
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 Modem 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

RESOLUTION

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

- WHEREAS The City of Plymouth operates an equipment fleet to help protect the public health, safety, and welfare; and
- WHEREAS The City Commission determined that the replacement of three (3) F350 Pick Up trucks would be included in the 2025-2026 Budget; and
- WHEREAS The City Administration obtained pricing based on the MiDeal Purchasing Program, which the city has used for previous vehicle purchasing; and
- WHEREAS The City Administration and staff are recommending the purchase of three (3) Fleet/Non-Retail Ford F350 4WD Work Trucks from LaFontaine Ford of Lansing, MI, and

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of three (3) Fleet/Non-Retail Ford F350 4WD Work Trucks from the MiDeal Purchasing Program in the amount of \$56,865.00 each and a total of \$170,595.00. the expense is to be charged to the Equipment Fund Account 661-000-141.500.

BE IT FURTHER RESOLVED THAT the City Finance Director will report back to the City Commission his recommendations for finance options for this purchase.



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 - Acknowledgement of Encroachment 413 N Main - Aqua - 07-21-25.docx
Date: July 16, 2025
RE: Acknowledgement of Easement Encroachment

Background

The City Commission may be aware that there is an encroachment into a City easement at 413 N. Main, commonly known as Aqua. In 2013, the City Building Official (*city employee at that time*) reviewed and approved the removal and replacement of the existing patio and awning. The new patio that was approved by the city building official does encroach into the city right-of-way by 4.5 feet for approximately 34.4 feet.

The owner of the property has requested a special land use permit from the Planning Commission a year ago June to allow the owner to set up outdoor dining. The Planning Commission has approved Special Land Use, with conditions. One of those conditions is that the City Commission acknowledges the encroachment. This acknowledgement would not affect any rights that the city may have related to this right-of-way issue.

We have had the City Attorney review this matter and our proposed action for this meeting.

Recommendation

The City Administration recommends that the City Commission acknowledge the encroachment into the City's right of way, without giving up any of our ownership rights for the encroachment area. This situation was created due to incomplete information at the time of approval.

We have prepared a proposed Resolution for the City Commission to consider regarding this matter. Should you have any questions in advance of the meeting, please feel free to contact me, Greta Bolhuis, or Bob Marzano.

ADMINISTRATIVE MEMORANDUM

To: Paul Sincock, City Manager
From: Greta Bolhuis, AICP, Planning and Community Development Director *GB*
Date: July 15, 2025
Re: Acknowledgment of Right-of-Way Encroachment

BACKGROUND:

In September 2013, a permit application was received of the Building Department to "remove and replace an existing patio and awning" at 413 N. Main. The Building Official at that time reviewed the plans and approved them based on the information that was submitted. Unfortunately, the information that was submitted was incomplete and did not include an accurate description of the property lines, which is typically confirmed via a boundary survey. The installation of the new patio had approved footing and final inspections.

In 2022, the owner asked the Community Development Department about the steps necessary to make the outdoor dining area (which had been permitted due to COVID-19) into a permanent part of the restaurant operation. Staff explained that the property would need to obtain special land use and site plan approval from the Planning Commission in order to allow the outdoor dining area on an ongoing, seasonal basis. One of the required documents for submittal was a boundary survey.

After some back and forth, the owner submitted a complete application in early summer 2024. The survey dated May 13, 2024 shows an encroachment of 4.5 feet for approximately 34.4 feet, which totals approximately 154.8 square feet. Upon receipt of the survey, staff reviewed the 2013 permit application and confirmed that the patio area that encroaches into the right-of-way had been approved by the former Building Official.

The Planning Commission heard the application at their June 12, 2024 meeting. The special land use was approved with conditions. The site plan was approved with conditions which included a requirement that the City Commission acknowledge the encroachment of the existing permanent porch in order to utilize the seasonal outdoor dining area.

The City Attorney has been consulted on this matter. The City Commission is being asked to acknowledge the previously approved encroachment into the Starkweather right-of-way so that the owner may utilize their outdoor dining area as approved by the Planning Commission.

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

compositionworkshop

architecture + interior design

06.May.25

Greta Bolhuis, AICP
Planning & Community Development Director
City of Plymouth
201 S Main, Plymouth, MI 48170

Re: 413 N. Main Street
Aqua Restaurant – outdoor dining
Plymouth, Michigan

Ms. Bolhuis:

I am writing on behalf of Vitor Nikollbibaj, the owner of Aqua Restaurant.
At last years June meeting of the Planning Commision, the commission voted in support of
allowing Mr. Nikollbibaj to provide outdoor seating at the rear of his restaurant.

There was, and is, a point of contention regarding the enclosed porch on the east side of the
existing building. As the attached survey shows, the porch crosses into the city right of way by
4'-6".

One of the stipulations attached to the commissions' outdoor seating approval was that the
porch be approved by the city within a years time.

While the encroachment of the city right of way is undisputed, the porch in question was legally
permitted by the City of Plymouth in 2014. Drawings were submitted, reviewed and
approved. Mr. Nikollbibaj assumed, as anyone would, that he had sought and received the
proper approvals from the City of Plymouth.

Additionally, the porch was built with vinyl rollup up window coverings. Tired of the wind
noise, discoloration, and maintenance, Mr Nikollbibaj replaced the vinyl windows with glass
windows. As he stated at the planning commission meeting, Vitor was unaware that replacing
the vinyl window coverings was required to be permitted

The porch in question is a permanent addition to his restaurant. It is not simply a slab of
concrete. It has been built with full poured concrete foundations, steel framework, stone
covered walls, and a permanent roof.

Removing it would cause a significant disruption to his business, and a significant capital
expenditure.

We request that the City Planning Commission approve the existing construction.

Should you, or any other commission members, require further documentation, or if you have
any questions, please call me directly at the number below.

We appreciate your consideration.

800 Junction Street, Plymouth, Michigan 48170 Ph: 313.478.1547



Plymouth Planning Commission
Regular Meeting Minutes
Wednesday, June 12, 2024 - 7:00 p.m.
Plymouth City Hall 201 S. Main

City of Plymouth
Plymouth, Michigan 48170-1637

www.plymouthmi.gov
734-453-1234

1. CALL TO ORDER

Chair Karen Sisolak called the meeting to order at 7:01 p.m.

Present: Chair Sisolak, Commissioners Sidney Filippis, Joe Hawthorne (left at 8:27 p.m.), Trish Horstman, Kyle Medaugh, Hollie Saraswat, and Eric Stalter

Excused: Vice Chair Scott Silvers, Member Zachary Funk

Also present: Planning and Community Development Director Greta Bolhuis, Planning Consultant Sally Elmiger

2. CITIZENS COMMENTS

There were no citizen comments

3. APPROVAL OF MEETING MINUTES

Hawthorne offered a motion, seconded by Saraswat, to approve the minutes of the May 8, 2024 meeting.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

4. APPROVAL OF THE AGENDA

Medaugh offered a motion, seconded by Hawthorne, to approve the agenda for June 12, 2024. Saraswat offered a friendly amendment to move item 8 before item 7. Medaugh and Hawthorne accepted the friendly amendment.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

5. COMMISSION COMMENTS

Hawthorne remarked on how nice the city looks.

Saraswat suggested that the Planning Commission study the PUD ordinance and consider how the public benefit component should be addressed. She added that more detail in the ordinance as to what constitutes a public benefit would be helpful for the Planning Commissioners when reviewing Planned Unit Development projects.

Hawthorne said he disagreed, and that some projects have obvious public benefits and others do not.

Filippis suggested a matrix for objectivity.

Sisolak said the zoning audit suggested an update of the PUD ordinance.

Stalter said residential compatibility should be reviewed.

Hawthorne suggested the City Commission put this on their one-year plan.

6. PUBLIC HEARINGS

- a. SP 24-02: 413 N. Main: Aqua Fine Dining, special land use and site plan review

Architect Jim Korf explained the request to use two parking spaces for outdoor dining. He replied to questions in the Carlisle Wortman report, including right-of-way concerns, a shared parking agreement, hours of operation, and landscaping. He said he calculated the square footage of the restaurant's usable space and that they had more parking spaces than required.

Elmiger said there was an enclosed porch on the building in the city right-of-way that needed to be addressed.

Sisolak opened the public hearing at 7:37 p.m.

Building owner Victor Nikollbibaj said he hadn't been aware that the porch space was in the right-of-way or that replacing plastic with glass windows would be an issue.

Sisolak closed the public hearing at 7:40 p.m.

Motion

Hawthorne offered a motion, seconded by Horstman, to approve SP24-02 for special land use as proposed.

Conditions

No music

The patio hours may be 4-close, or per city outdoor dining policy

There was a voice vote.

MOTION PASSED UNANIMOUSLY

Motion

Hawthorne offered a motion, seconded by Filippis, to approve SP 24-02 for site plan review.

Conditions

The applicant is to restripe barrier-free parking to meet the 8-foot code.

City Commission approval of existing permanent porch with easement.

Patio is to be surrounded with temporary planters on the west side of the dining area of approximately four feet with greenery height in addition.

This is conditional approval for applicant to resurrect the temporary removable patio for summer of 2024.

Applicant is to have approval of the existing permanent porch by City Commission prior to temporary removable patio installation for patio season 2025.

Applicant is to submit a shared parking agreement to the city for review in June 2024.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

7. NEW BUSINESS

a. PUD 24-01: 230 Wilcox, Preliminary PUD

Greg Donofrio shared a presentation about restoring the Wilcox Mill. He said he was working with a surveyor to remove the property from the floodplain map. Specific uses for the building and impacts on neighboring properties were discussed. Donofrio said he wanted to add a photometric study and a bike rack to the plan prior to a public hearing.

8. OLD BUSINESS

a. Master Plan Discussion – public engagement survey results

The group reviewed results of surveys taken at two public engagement sessions. There was a discussion about the age of respondents, and that a large majority were over the age of 50. Sisolak said she emailed and texted her friends about the meetings, and it was agreed that all members of the Planning Commission would reach out to their friends of all ages if there are future meetings. The group also discussed logistics of conducting the surveys and it was stated that hearing a presentation prior to completing the survey helped participants formulate their responses.

The future land use subcommittee reported they are nearing completion of their studies, as did Medaugh, who is studying transportation.

They scheduled a working session for July 24 at 6:30 p.m.

9. REPORTS AND CORRESPONDENCE

City Commission liaison Brock Minton said the Planning Commission's public engagement work was appreciated.

Bolhuis reviewed a special land use article that Silvers provided prior to the meeting.

Bolhuis said she would be out of the office from July 1-15 and that Economic Development Director John Buzuvis would be available to them during that time.

10. ADJOURNMENT

Stalter offered a motion, seconded by Filippis, to adjourn the meeting at 9:15 p.m.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

RESOLUTION

The following Resolution was offered by _____ and seconded by _____

WHEREAS The City of Plymouth has a number of rights-of-way that are used for the public good, and

WHEREAS There is a situation at 413 N. Main Street that the building has created an encroachment
Into the public right of way, and

WHEREAS The encroachment is approximately 4.5 feet with a width of 34.4 feet into the City Right-of-
Way on Starkweather Street, and

WHEREAS The encroachment occurred because of incomplete information turned into the city in 2013
And the subsequent approval of a building permit based on that information.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby
acknowledge the encroachment of the private property owner at 413 N. Main Street on the corner of N.
Main Street and Starkweather. Further, the City of Plymouth maintains all rights and privileges in the
encroachment area and the encroachment area shall continue to be within the City of Plymouth Right of
Way.



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. Sincok, City Manager
CC: S:\Manager\Sincok Files\Memorandum - Electric Vehicle Charging Station Ordinance - First Reading - 07-21-25.docx
Date: July 18, 2025
RE: Electric Vehicle Parking Ordinance – First Reading

Background

We are seeing increased use of the electric vehicle charging stations at the Saxton's Lot, and the future completion of the new units at the Plymouth Cultural Center. We are now showing 6.83 uses per day at the Saxton's lot, there is still a lot of room to add additional uses in those four spaces, and we want to ensure those spaces are available for vehicles that are using the charging devices. Due to the expansion of this technology, it is necessary to adopt a specific parking Ordinance for these spaces.

The Police Chief has been reviewing Ordinances from other communities and has recommended adding Sections 70-98 & 70-99 to our Code of Ordinances. We have attached a memorandum from Chief Cox which further outlines this subject matter.

Recommendation

The City Administration recommends that the City Commission adopt at the first reading the addition of Sections 70-98 and 70-99 to the City Code of Ordinances. We will soon have additional electric vehicle charging stations available to the public. As such, we need to adopt an Ordinance which regulates the use of these special parking spaces to make sure that we have charging units available to customers.

This is the first reading of the additions to the Code of Ordinances, a second reading will take place at a future meeting. 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 Al Cox or myself.

PLYMOUTH POLICE DEPARTMENT MEMORANDUM

TO: PAUL SINCOCK, CITY MANAGER
FROM: A.L. COX, CHIEF OF POLICE *ae. a/l*
SUBJECT: PROPOSED ELECTRIC VEHICLE PARKING ORDINANCE
DATE: 7/17/2025

Background

With the advent of electric vehicles and their increased presence on our streets and parking lots, there is a need for charging stations located across the city on both private and public parking areas. Like handicap parking spaces, charging station spaces are a small number of the overall available spaces on any lot. This, therefore, requires strict rules to regulate what type of vehicle may park in a charging station space and for how long on a public parking area. In order to more easily enforce these rules, they should be codified within a City Ordinance.

Several such ordinances from area municipalities were reviewed. At the completion of our review, the attached proposed ordinance (70-98 & 70-99) language was decided upon for submission to the City Commission for approval.

Recommendation

Currently, there are two public parking areas within the city that contain charging station spaces. As annual maintenance projects on other City areas occur in the future, the installation of additional electric charging stations is likely. In order to effectively manage these areas, appropriate rules and regulations must be in place. For this reason, I respectfully request that the City Commission review and adopt the attached ordinance as Article IV, Division 1 of Chapter 70 of the City of Plymouth Code of Ordinances.

If you have any questions or concerns, please let me know.

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.

R E S O L U T I O N

The following Resolution was offered by _____ and seconded by

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 First 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.



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 - MML Annual Meeting 2025.docx
Date: July 14, 2025
RE: MML Annual Meeting

Background

Each year the Michigan Municipal League hosts their annual meeting and the City has the opportunity to send a voting delegate to the convention. Generally, a member of the City Commission is the voting delegate and the City Manager is the alternate. Occasionally, another member of the staff has filled the alternate slot.

This year the convention will be in Grand Rapids, MI September 17-19, 2025. We have attached a copy of a letter that we have received from the Michigan Municipal League related to this matter.

Recommendation

The City Administration recommends that the City Commission appoint a voting delegate and alternate to the Annual Business meeting of the Michigan Municipal League. We would suggest that the City Commission designate a member of the City Commission who may be attending the event as the delegate and either another member of the City Commission or the City Manager as the Alternate.

June 27, 2025

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held in Grand Rapids, September 17-19, 2025. The League's **"Annual Meeting"** is scheduled for 4:30 pm on Wednesday, September 17 in the Pantlind Ballroom at the Amway Grand Plaza Hotel. The meeting will be held for the following purposes:

1. Election of Trustees. To elect five members of the Board of Trustees for terms of four years each (see #1 on page 2).
2. Policy. A) **To vote on the Core Legislative Principles document.**

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <https://mml.org/resources-research/delegate/>. If you would like to receive a copy of the proposed principles by fax, please call Monica Drukis at the League at 800-653-2483.

B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.)

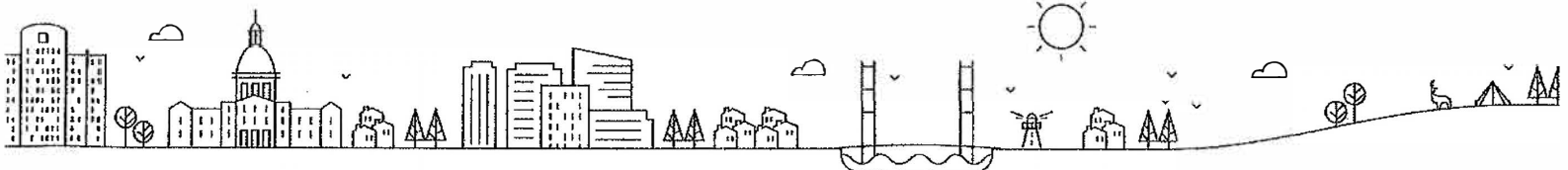
In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by **August 17, 2025.**

3. Other Business. To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <https://mml.org/resources-research/delegate/> **no later than August 17, 2025.**

We love where you live.



Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

“Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary Members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative.”

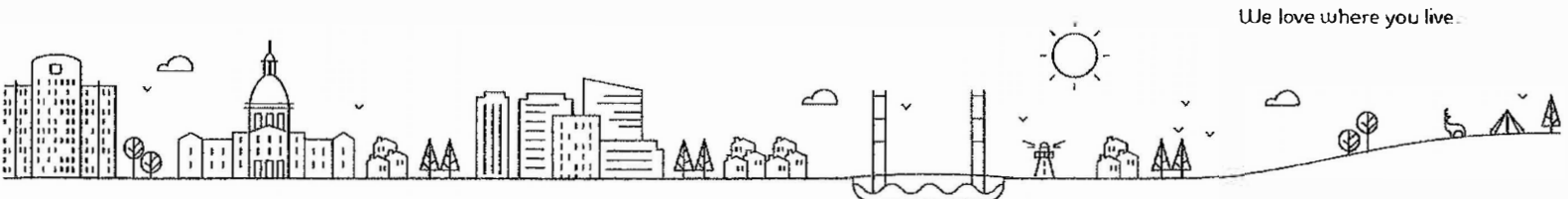
1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, five members of the Board of Trustees will be elected at the annual meeting for a term of four years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and “no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting.” Thus, the deadline this year for the League to receive resolutions is **August 17, 2025**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. **Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.**

Further, “Every proposed resolution submitted to the Board of Trustees by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or a modification thereof.



3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Tuesday, September 16, 2025, at the Amway Grand Hotel for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,

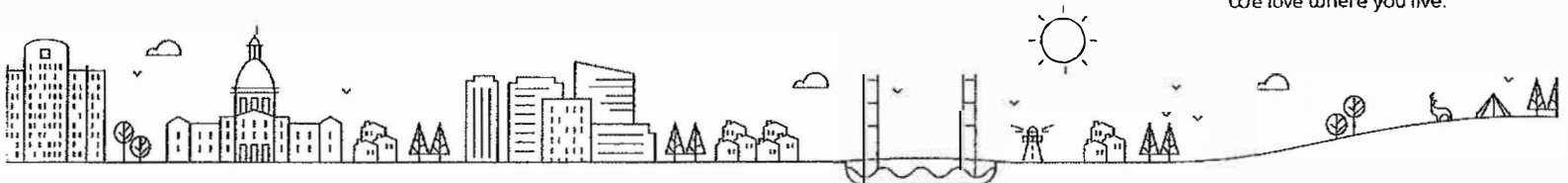


Donald Gerrie
President
Mayor, Sault Sainte Marie



Daniel P. Gilmartin
Executive Director & CEO

We love where you live.



RESOLUTION

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

WHEREAS Each year the Michigan Municipal League hosts an annual business meeting to discuss matters and to form policy related to local government; and

WHEREAS The City of Plymouth has an opportunity to designate a voting delegate and alternate for the annual business meeting.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby designate _____ as the voting delegate to the Michigan Municipal League Annual Convention Meeting.

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby designate _____ as the voting alternate to the Michigan Municipal league Annual Convention Meeting.