



Plymouth City Commission

Regular Meeting Agenda

Monday, April 6, 2026 7:00 p.m.
Plymouth City Hall & Online Zoom Webinar

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

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

Join Zoom Webinar: April 6 <https://us02web.zoom.us/j/87002827199>

Passcode:055110 Webinar ID: 870 0282 7199

1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call
- c. Proclamation

2. APPROVAL OF MINUTES

- a. March 16, 2026 City Commission Regular Meeting Minutes

3. APPROVAL OF THE AGENDA

4. ENACTMENT OF THE CONSENT AGENDA

Unless moved to be placed as a separate item on the agenda, items on the Consent Agenda will be approved by one motion as Agenda Item #4.

- a. Special Event: Adult Sand Volleyball, Thursdays 5/1/26-9/25/26
- b. Special Event: Plymouth Community Farmers Market, Saturdays 5/9/26-10/24/26 (excluding 7/4, 7/11, and 9/12)
- c. Special Event: Yoga in the Park, Wednesdays 6/17/26, 7/15/26, 8/19/26
- d. Special Event: Robots in the Park, Sunday 8/9/26

5. CITIZEN COMMENTS

This section of the agenda allows up to 3 minutes for public comments to present information for items not on the current 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.

6. COMMISSION COMMENTS

7. PUBLIC HEARING

- a. Annual Liquor License Review for Recommending Renewal, Revocation, and Non-Renewal of Liquor Licenses

8. OLD BUSINESS

9. NEW BUSINESS

- a. Annual Liquor License Cap Review
- b. Annual Review of Marijuana
- c. Zoning Ordinance Amendments - Batch 4 - First Reading
- d. Assessing Contract Renewal
- e. Cross Connection Program Contract Renewal
- f. State High Water Infrastructure Grant - Engineer Proposal
- g. Presentation of Budget - No Action

10. REPORTS AND CORRESPONDENCE

- a. Liaison Reports
- b. Appointments

11. ADJOURNMENT

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 accommodation. The request may also be submitted via mail at 201 S. Main St. Plymouth, MI 48170, or email to clerk@plymouthmi.gov.

City of Plymouth Strategic Plan 2022-2026

GOAL AREA ONE - SUSTAINABLE INFRASTRUCTURE

OBJECTIVES

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

GOAL AREA TWO – STAFF DEVELOPMENT, TRAINING, AND SUCCESSION

OBJECTIVES

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

GOAL AREA THREE - COMMUNITY CONNECTIVITY

OBJECTIVES

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

GOAL AREA FOUR - ATTRACTIVE, LIVABLE COMMUNITY

OBJECTIVES

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

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

-Plymouth Mayor Joe Bida

November 1977



Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal,

NOW, THEREFORE, I, Linda Filipczak, Mayor of the City of Plymouth, Michigan, do hereby proclaim April 24th, 2026, as

Arbor Day

In the City of Plymouth, Michigan, and I urge all citizens to Celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Official Seal of the City of Plymouth, Michigan to be affixed this 6th day of April, 2026.

Linda Filipczak, Mayor of the City of Plymouth, Michigan





City of Plymouth
City Commission Regular Meeting Minutes
Monday, March 16, 2026, 7:00 p.m.
Plymouth City Hall 201 S. Main Street

ITEM #2.a.

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

Mayor Linda Filipczak called the meeting to order at 7:00 p.m.

Present: Mayor Linda Filipczak, Mayor Pro Tem Joe Elliott, Commissioners Latricia Horstman, Jennifer Kehoe, Alanna Maguire, Brock Minton, Karen Sisolak

Also present: City Manager Chris Porman, City Attorney Bob Marzano, and various members of the City Administration

2. APPROVAL OF MINUTES

Motion to approve the March 2, 2026 City Commission/Planning Commission Joint Special Meeting Minutes as amended (Maguire sp) and the March 2, 2026 City Commission Regular Meeting Minutes made by Elliott, supported by Kehoe;

There was a voice vote.

MOTION PASSED UNANIMOUSLY

3. APPROVAL OF THE AGENDA

Motion to approve the agenda for March 16, 2026 made by Kehoe, supported by Maguire;

There was a voice vote.

MOTION PASSED UNANIMOUSLY

4. ENACTMENT OF THE CONSENT AGENDA

Motion to approve the consent agenda for March 16, 2026 made by Kehoe, supported by Minton;

- a. Approval of February 2026 Bills
- b. Special Event: The Call for Independence: America at 250 - Sun, June 7, 2026

There was a voice vote.

MOTION PASSED UNANIMOUSLY

5. CITIZEN COMMENTS

The following residents spoke:

Jack Wilson-1157 Penniman, about the 2015 election; Ed Walton- 1465 Palmer, about Coffee with Commissioners and inquired about where to locate City items printed in the Eagle newspaper*.

**The City of Plymouth currently utilizes the Detroit Legal News Wayne County for notices requiring publishing in a newspaper <https://www.legalnews.com/>*

6. COMMISSION COMMENTS

Filipczak acknowledged last week's Temple Israel incident and thanked all first responders including our's from the City of Plymouth.

DDA: Central Parking Deck repairs start March 23; limited space closures through May 2026.

Willcox Lake Project: \$850,000 federal request submitted; support received from regional partners; recent meeting with Wayne County staff was positive. Filipczak visited Isbister School for March Reading Month.

Commissioners echoed Filipczak's comments on Temple Israel. Commissioners also thanked attendees of the recent Coffee with Commissioners and noted strong turnout and productive dialogue.

Commissioners recognized the value of informal community conversations as a complement to formal meetings conducted under Robert's Rules of Order and encouraged residents to continue reaching out with questions or concerns, including via commissioners' City email addresses. The next Coffee with Commissioners event will be held at a later time to better accommodate work schedules.

Commissioners also encouraged residents to use caution during severe winter weather due to hazardous conditions (e.g., falling branches and downed power lines).

7. OLD BUSINESS

a. Zoning ordinance Amendments – 3rd Batch, Second Reading

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

RESOLUTION 2026-22

WHEREAS The Planning Commission of the City of Plymouth reviewed the proposed zoning ordinance amendments which update Sections 78-91, 78-101, and 78-182 of the City's Zoning Ordinance; and

WHEREAS The Planning Commission held a public hearing on December 10, 2025 to receive public comment about the zoning ordinance amendments; and

WHEREAS At the conclusion of the public hearing, the Planning Commission postponed the text amendment to their next meeting; and

WHEREAS At the January 14, 2026 meeting the Planning Commission approved the text amendment and recommended review and approval by the City Commission; and

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

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve the zoning ordinance amendments to Sections 78-91, 78-101, and 78-182.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the City Commission directs the City Clerk to publish the zoning ordinance amendments to be effective the day after publication.

Full text of amendments available in the 3/16/2026 City Commission Agenda:

<https://www.plymouthmi.gov/common/pages/GetFile.ashx?key=L9FDAZMv>

There was a voice vote.

MOTION PASSED UNANIMOUSLY

8. NEW BUSINESS

a. Resolution of Support – Congressionally Directed Spending

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

RESOLUTION 2026-23

WHEREAS The City of Plymouth recognizes the importance of federal funding in supporting critical projects and initiatives that directly benefit our community; and

WHEREAS Congressionally Directed Spending allows for the allocation of federal funds to specific projects identified by local representatives who have a deep understanding of the unique needs and priorities of their constituents; and

WHEREAS The inclusion of Congressionally Directed Spending in the federal budget provides an opportunity for the City of Plymouth to address local challenges, invest in infrastructure, create jobs, and enhance the overall well-being of our residents; and

WHEREAS Senators Elissa Slotkin and Gary Peters, our elected Senators in the United States Congress, have identified key projects within the City of Plymouth that align with the community's goals and have the potential to yield significant positive outcomes; and

WHEREAS The City Commission of the City of Plymouth has reviewed the installation of a multi-modal pathway along Wilcox Road in the advancement of the health, safety, and welfare of the Plymouth residents and visitors recognizing the merit and alignment with our community's needs.

NOW, THEREFORE, BE IT RESOLVED, that the City of Plymouth City Commission expresses its full support for Congressionally Directed Spending and encourages Congress to include the proposed funding for multi-modal pathway along Wilcox Road in the federal budget; and

BE IT FURTHER RESOLVED, that copies of this resolution be transmitted to Senators Slotkin and Peters and any other relevant federal officials to demonstrate the unified support of the City of Plymouth for the inclusion of Congressionally Directed Spending for the installation of a multi-modal pathway along Wilcox Road in the federal budget.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

b. Grass Cutting and Bulk Leaf Clean Up Contract Bid Award

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

RESOLUTION 2026-24

WHEREAS The City of Plymouth has a variety of public properties which need to have the lawn mowed on a regular basis; and

WHEREAS From time to time the city bids these services to arrange for lawn mowing and leaf clean up services; and

WHEREAS The City did seek bids for this service and seven bidders, bid on the project; and

WHEREAS The City Administration did review the bid and recommends accepting the bid from Ground Control Property Service.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the bid from Ground Control Property Service for lawn mowing and fall leaf clean up. In addition, the City Commission reserves the right to administratively extend the contract in one-year increments for a period not to exceed a maximum of three consecutive years. Further, the City Commission hereby rejects all other bids.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

c. Designation of Voting Location

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

RESOLUTION 2026-25

WHEREAS The City of Plymouth is required under the Michigan Election Law to establish and maintain polling places for each precinct within the municipality; and

WHEREAS The Plymouth Cultural Center is a public facility that ensures accessibility, suitability, and compliance with state and federal law, including the Americans with Disabilities Act; and

WHEREAS The City of Plymouth previously designated the Plymouth Cultural Center as the official polling location for voters on Election Day; and

WHEREAS The Plymouth City Commission desires to formally designate the Plymouth Cultural Center as the official polling location for all precincts for elections that Early Voting is held.

NOW, THEREFORE, BE IT RESOLVED THAT, the Plymouth Cultural Center is hereby designated as the official polling location for all voting precincts of the City of Plymouth for Election Day voting, as well as all Early Voting days held in the City of Plymouth;

BE IT FURTHER RESOLVED THAT, the Clerk is authorized to make minor administrative adjustments if a designated location becomes unavailable, provided that notice is given as required by law;

BE IT FURTHER RESOLVED THAT, this resolution shall remain in effect until amended or rescinded by further action of the City Commission.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

d. Set Public Hearing – Liquor License Review

Motion to approve the following resolution made by Maguire, supported by Horstman;

RESOLUTION 2026-26

WHEREAS The City of Plymouth has a Code of Ordinances wherein is contained Chapter 6: Alcoholic Liquors, otherwise known as the Liquor Management Ordinance

WHEREAS Section 6-38 of the Code of Ordinances directs that prior to the recommendation for revocation and non-renewal of a liquor license provide notice of a hearing; and

WHEREAS The City intends to hold hearing pursuant to the language contained in Section -38 to recommend revocation and non-renewal of liquor licenses for those licenses that are in violation of the ordinance.

NOW, THEREFORE, BE IT RESOLVED that the City Commission of the City of Plymouth hereby schedules a public hearing for Monday, April 6, 2026 at 7:00 PM to receive public comment on Recommending Renewal, Revocation and Non-Renewal of Liquor Licenses as prescribed in Section 6-38 of the Code of Ordinances.

BE IT FURTHER RESOLVED that City administration is directed to complete all required postings, mailings, publications, and notifications as mandated by Ordinance.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

e. Emergency Authorization Confirmation – Harvey/Fralick Water Main Break Repairs

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

RESOLUTION 2026-27

WHEREAS The City maintains a water and sewer system to provide for the public health and from time to time there is a need to make repairs to the system to ensure safe operations of the system and safe drinking water for the community; and

WHEREAS There was a need to make emergency repairs to the water system to include the water mains at the corner of Fralick and Harvey Street as well as Hartsough between Harvey and Main Street; and

WHEREAS The City Administration did contact Perlongo Excavating, who the City has a positive working relationship with based on previous Infrastructure projects as well as previous Emergency Repairs; and

WHEREAS Perlongo Excavating did complete the repairs on January 30, 2026.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby confirm the Emergency Purchase/Repair Authorization for repairs to the City's water system and rental of steel plates completed by Perlongo Excavating in the amount of \$11,110. Funding for this authorization is to be allocated from the City's Water Sewer Fund.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

f. Authorization for Restoration – Harvey and Fralick Water Main Break Repairs

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

RESOLUTION 2026-28

WHEREAS The City maintains a water and sewer system to provide for the public health and from time to time there is a need to make repairs to the system to ensure safe operations of the system and safe drinking water for the community; and

WHEREAS There was a need to make emergency repairs to the water system to include the water mains at the corner of Fralick and Harvey Street as well provide restoration of that area as a result of the water main break; and

WHEREAS The City Administration did contact multiple companies to seek proposals for the restoration of the street, sidewalk, ADA ramp, etc. Major Construction Group provided a Price of \$20,210.00, which was the lowest of the obtained prices; and

WHEREAS City Administration did seek pricing for the restoration of the landscape area and repairs/replacement of the brick work in the immediate area. Pricing was submitted by Old Village Landscaper, a Plymouth company, in the amount of \$4,443.00.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby confirm the proposal from Major Construction Group in the amount of \$20,210.00 for restoration work in the vicinity of Harvey and Fralick. Funding for this authorization is to be allocated from the City's Water Sewer Fund.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby confirm the proposal from Old Village Landscaper in the amount of \$4,443.00 for restoration work in the vicinity of Harvey and Fralick. Funding for this authorization is to be allocated from the City's Water Sewer Fund.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

g. Contract for Legal Services – AFFF PFAS Litigation

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

RESOLUTION 2026-29

WHEREAS The City of Plymouth (the “City”) is committed to delivering clean drinking water to its customers; and

WHEREAS The City is also committed to identifying parties responsible for increasing the costs of water treatment and system maintenance and taking reasonable steps to avoid passing on these costs to its consumers; and

WHEREAS STAG LIUZZA, L.L.C., and MAVACY PLLC have put together a team of uniquely qualified and experienced attorneys (“the Firm”) who have joined together to assist public entities facing the challenges posed by potential per- and polyfluoroalkyl substances (“PFAS”); and

WHEREAS The Firm is comprised of experienced attorneys in both in PFAS litigation and in the representation of public entities and water suppliers in cases involving cost recovery related to remediation of water contamination; and

WHEREAS The City Commission has determined it to be in the City’s/Township’s best interest to enter into the Legal Services Agreement with the Firm and pursue any settlement and other legal damage claims it may have related to PFAS in Aqueous Film-Forming Foams (AFFF) Litigation MDL No. 2873; and

WHEREAS The City desires to authorize the execution of the as Contract of Legal Services; and

NOW THEREFORE BE IT RESOLVED by the City Commission that the Mayor of the City of Plymouth is hereby authorized to execute the Legal Services’ Agreement with the Firm based upon the terms and conditions set forth herein and, in a manner, substantially similar to the Agreement attached hereto as Contract of Legal Services.

There was a voice vote.

MOTION FAILED UNANIMOUSLY

9. REPORTS AND CORRESPONDENCE

a. Liaison Reports

Minton: Historic District Commission (HDC)- Reported on two agenda items that were reviewed (Thai Ocha-Main St and another on AATrl) ; the HDC elected Colleen Polin as Chair and Stan Cole as Vice Chair.

Maguire: Plymouth District Library- Board meeting scheduled for March 17 at 7:00 p.m.; March is Reading Month.

Filipczak: Downtown Development Authority (DDA)- Discussion included the parking garage and district court capital improvements (lighting, HVAC, doors, and parking lot).

Elliott: Reported on ZBA that met March 5. An applicant arrived after the item was called, so their item was tabled and will return at the April meeting; Planning Commission that approved a burger eatery on Penniman to replace an existing salon; He also attended the Conference of Western Wayne meeting and they have a website for anyone interested.

Sisolak: Provided DDA and DTP Forward updates. About 75 residents attended the Feb. 26 open house, and the second survey has 284 responses. SmithGroup will present in April. Upcoming events include the May 20 third open house. City work continues on brick repairs and tree removal/monitoring.

ArtWalk Phase 3 materials are ordered, and the concert schedule is released. The DDA approved \$132,194 for Central Parking Deck improvements and recommended keeping the current liquor license cap. Staff confirmed outreach to the board applicant mentioned in public comment.

Plymouth-Canton Robo Challengers, FIRST® Tech Challenge (FTC) Team 21482 gave a presentation, demonstrating a prototype they designed and built for this year's competition.

b. Appointments

None

10. ADJOURNMENT

The next regular City Commission meeting is 7:00 pm on Monday, April 6 at Plymouth City Hall. A motion to adjourn the meeting was made by Minton, supported by Maguire;

There was a voice vote.

MOTION PASSED UNANIMOUSLY

Filipczak adjourned the meeting at 8:14 p.m.

LINDA FILIPCZAK
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 Best Friends Group (Thursday Evening Adult Sand Volleyball Group)

Ph# 7345361740 Fax# _____ Email smr9555@comcast.net Website _____
 Address 1313 Carol Ave City PLYMOUTH State MI Zip 48170
 Sharon Reso / Jeff Dunton

Sponsoring Organization's Agent's Name _____ **Title** Co-managers

Ph# 7345361740 Fax# _____ Email smr9555@comcast.net Cell# _____
 Address 9555 RED PINE DR City PLYMOUTH State MI Zip 48170

Event Name hursday Adult Sand Volleyball

Event Purpose To play volleyball weekly

Event Date(s) Thursdays, May 1 - Sept 25, 2026

Event Times 6pm - dark

Event Location Sand volleyball court at Fairground Park

What Kind Of Activities? Volleyball (adult)

What is the Highest Number of People You Expect in Attendance at Any One Time? 12

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.)

Please see attached event details.

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):

Thursdays, 6pm-dark, May - Sep

Next year's specific dates:

Thursdays, May 6 - Sep 23, 2027

See section 12.13 for license & insurance requirements for vendors

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

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

None

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

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

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

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

9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)?

YES NO

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

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.

3/16/2026

Date

eSigned via GoSign.com


Key: 105200c-163d-4231-a1aa-2979e01851d3
 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 Best Friends Group
The _____ (*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 Adult Sand Volleyball _____ (*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  _____
Signed via GovOS.com
Key: 106509c-161d-423f-a1ea-2979e0181c0

3/16/2026
Date _____

Witness _____

3/16/2026
Date _____

Attachment to Best Friends Group Special Event Application

Event Details

Our group of professional adults has been playing volleyball on Thursday evenings at the Fairground Park sand court for the past 23 years. We do not require any special services from the City. We keep the park clean and often pick up litter, fill in holes, rake the sand and make repairs to the net.

We are requesting a permit, so that we know we are definitely able to play. We plan our schedules around this evening of volleyball leaving work early, hiring baby sitters, etc. We count on this evening for a good workout and quality time with friends. We follow volleyball with dinner and drinks at one of the nearby Plymouth restaurants.

Of course, we will adhere to any government mandates regarding assembling and playing sports outdoors.

Sadler Sports: SODA

AUTHORIZED REPRESENTATIVE (company B)



Coverage is only extended to U.S. events and activities

** NOTICE TO TEXAS INSUREES: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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Name of Event: Thursday Night - Adult Sand Volleyball
 Date: 5/1 - 9/25/20
 Location: Fairground Park volleyball court

| | | | | |
|---|---------------------------|-----------------|--------------------------|--------------------|
| MUNICIPAL SERVICES: | <u>Approved</u> | Denied | (list reason for denial) | Initial <u>AD</u> |
| <u>No services needed</u> | | | | |
| \$250 Bathroom Cleaning Fee Per Day of Event? YES NO | | | | |
| Labor Costs: <u>0</u> | Equipment Costs: <u>0</u> | Materials Costs | \$ <u>0</u> | |
| POLICE: | <u>Approved</u> | Denied | (list reason for denial) | Initial <u>Jec</u> |
| <u>No SERVICES NEEDED</u> | | | | |
| Labor Costs \$ <u>0</u> | Equipment Costs \$ | Materials Costs | \$ | |
| FIRE: | <u>Approved</u> | Denied | (list reason for denial) | Initial <u>DS</u> |
| <u>NO SERVICES REQUESTED.</u> | | | | |
| Labor Costs \$ <u>0</u> | Equipment Costs \$ | Materials Costs | \$ | |
| HVA: | Approved | Denied | (list reason for denial) | Initial |
| | | | | |
| DDA: | <u>Approved</u> | Denied | (list reason for denial) | Initial <u>SBP</u> |
| Labor Costs \$ <u>0</u> | Equipment Costs \$ | Materials Costs | \$ | |
| RISK MANAGEMENT: | <u>Approved</u> | Denied | (list reason for denial) | Initial <u>WP</u> |
| Class I - Low Hazard | | | | |
| Class II - Moderate Hazard | | | | |
| Class III - High Hazard | | | | |
| Class IV - Severe Hazard | | | | |
| <u>insurance provided AAH</u> | | | | |

**City of Plymouth
SPECIAL EVENT APPLICATION**

ITEM #4.b.

RECEIVED MAR 19 2026

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

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

Sponsoring Organization's Legal Name Plymouth Community Chamber of Commerce

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

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

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

Ph# same Fax# same Email same Cell# _____

Address same City _____ State _____ Zip _____

Event Name 2026 Plymouth Community Farmers Market

Event Purpose To promote and enhance the community

Event Date(s) Saturday mornings only from May 9, 2026 through October 24, 2026

Event Times 8 a.m. to 12:30 p.m.

Event Location DPT in The Gathering, on Penniman in front of The Gathering, & in front of the Park sidewalk along Penniman.

What Kind Of Activities? Vendors will be selling produce, plants, flowers, foods, candles, soaps, and various art and crafts.

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

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

Event Details: Local farmers and other vendors will sell their goods to the public. Most food items will be Michigan grown and/or made with several cottage industry food items (i.e. bake goods, jams, sauces etc.) The people who will come to the market are mainly local Plymouth residents and people from surrounding communities.

1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: (*Weddings Ceremonies – Please Review Section 12.2 f.*)
City Operated Cosponsored Event Other NonProfit Other ForProfit Political or Ballot Issue

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

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

Normal Event Schedule (e.g. Early in the month of Dec.

Second Saturday in May through forth Saturday

Next year's specific dates:

in October

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)

Penniman will be closed just past the drive thru at Citizens Bank to Union Street. Blockades will be set up on each side of the market on Penniman, between Main Street and the Market, and between Union Street and the Market.

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

8. **EVENT SIGNS:** Will this event include the use of signs? YES NO

If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed signs: **Please complete a sign illustration / description sheet and include with the application.**

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

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

9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)? YES NO

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

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

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

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

Date - 3/16/2026



Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least twenty (21) days prior to the first day of the event to:

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

Phone: (734) 4531234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The Plymouth Community Chamber of Commerce (*organization name*) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the FarmersMarket (*event name*) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature Mary Nyhus Date 3/16/2026

Witness Wanda Colustron Date 3/16/2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/04/2026

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

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

| | |
|--|---|
| PRODUCER Laginess Insurance Agency, Inc. 199 N. Main St. Ste. B-7 Plymouth, MI 48170 | CONTACT NAME: Heather R. Laginess, CIC PHONE (A/C, No, Ext): (734)455-5088 E-MAIL ADDRESS: heather@laginess.com FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE INSURER A: Property and Casualty Insurance Co of Hartford INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |
| INSURED Plymouth Community Chamber of Commerce 850 W. Ann Arbor Trail Plymouth, MI 48170 | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | 46SBABC5L7K | 03/15/2026 | 03/15/2027 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 46SBABC5L7K | 03/15/2026 | 03/15/2027 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 46SBABC5L7K | 03/15/2026 | 03/15/2027 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Data Breach - Defense & Liability Coverage | | | 46SBABC5L7K | 03/15/2026 | 03/15/2027 | Limit \$50,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plymouth is included as Additional Insured with respect to General Liability, as required by written contract.

| | |
|---|---|
| CERTIFICATE HOLDER The City of Plymouth 201 S. Main St Plymouth, MI 48170 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <h2>Heather R Laginess</h2> |
|---|---|

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CERTIFICATE OF INSURANCE

| | | | |
|--|--|---|--|
| PRODUCER: LESTER KALMANSON AGENCY, INC. &/OR MITCHEL KALMANSON P.O. BOX 940008 MAITLAND, FL 32794-0008 PH: (407) 645-5000 / FAX: (407) 645-2810 WWW.LKALMANSON.COM / MITCHEL.K25@HOTMAIL.COM | DATE ISSUED: 02/23/2026 COMPANY: KINSALE INSURANCE COMPANY | | |
| NAMED INSURED: CAROUSEL ACRES INC. C/O TAMMY IACONELLI 12749 NINE MILE ROAD SOUTH LYON, MI 48179 | POLICY NUMBER: 0100325032-1 <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> EFFECTIVE DATE: 09/23/2025 (BOTH DAYS AT 12:01 A.M. </td> <td style="width: 50%; border: none;"> EXPIRATION DATE: 09/23/2026 LOCAL STANDARD TIME) </td> </tr> </table> | EFFECTIVE DATE: 09/23/2025 (BOTH DAYS AT 12:01 A.M. | EXPIRATION DATE: 09/23/2026 LOCAL STANDARD TIME) |
| EFFECTIVE DATE: 09/23/2025 (BOTH DAYS AT 12:01 A.M. | EXPIRATION DATE: 09/23/2026 LOCAL STANDARD TIME) | | |
| COVERAGE INFORMATION | | | |
| THIS IS TO CERTIFY THAT THE POLICY(S) OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM(S) OR CONDITION(S) OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE(S) MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND/OR CONDITIONS OF SUCH POLICIES. LIMITS OF LIABILITY SHOWN MAY HAVE BEEN REDUCED BY ANY PAID CLAIMS. | | | |
| TYPE OF INSURANCE: <input checked="" type="checkbox"/> GENERAL LIABILITY | LIMITS: GENERAL (ANNUAL) AGGREGATE: \$2,000,000.00 PRODUCTS/COMPLETED OPS AGGREGATE: \$2,000,000.00 EACH OCCURRENCE: \$1,000,000.00 DAMAGE TO PREMISES RENTED TO YOU: \$ 100,000.00 | | |
| ADDITIONAL INSURED(S): THE CITY OF PLYMOUTH IS /ARE HEREBY ADDED AS ADDITIONAL INSURED(S) ONLY AS THEIR INTEREST MAY APPEAR IN RESPECTS TO THE OPERATION(S) PERFORMED BY THE NAMED INSURED AND/OR THEIR EMPLOYEE(S) ONLY. | | | |
| EVENT DATE(S): MAY 23, 2026 (9:00 AM – 12:00 PM) FARMERS MARKET EVENT LOCATION: KELLOGG PARK, 298 S. MAIN ST., PLYMOUTH, MI 48170 | | | |
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE(S) AFFORDED BY THE POLICY(S) LISTED. "LIMITS SHOWN ARE THOSE IN EFFECT AS OF POLICY INCEPTION" | | | |
| SHOULD ANY OF THE ABOVE DESCRIBED POLICY(S) BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>0</u> DAYS' WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION(S) &/OR LIABILITY(S) OF ANY KIND UPON THE COMPANY, ITS AGENTS &/OR REPRESENTATIVES &/OR KALMANSON ET AL. | | | |
| CERTIFICATE HOLDER/ADDITIONAL INSURED: THE CITY OF PLYMOUTH 201 S. MAIN ST. PLYMOUTH, MI 48170 EMAIL: HPACHECO@PLYMOUTH.LIBRARY.ORG | AUTHORIZED REPRESENTATIVE: <div style="text-align: center;">  X MITCHEL KALMANSON / PRESIDENT </div> | | |

Name of Event: Plymouth Farmers Market
 Date: May 9, 10, 23, 30 / June 6, 13, 20, 27 / July 4, 18, 25 / Aug 1, 8, 15, 22, 29
 Location: Wallops Park + The Gathering Sept: 12, 19, 26 / Oct 3, 10, 17,

24

| | | | | |
|--|-----------------|--------------------|--------------------------|--------------------------|
| MUNICIPAL SERVICES: | <u>Approved</u> | Denied | (list reason for denial) | Initial <u>AE</u> |
| IFTE Approx. 2 HRS to close road + barricades / week No Parking | | | | |
| \$250 Bathroom Cleaning Fee Per Day of Event? <u>YES</u> NO | | | | |
| Labor Costs: | \$ 200.00 | Equipment Costs: | \$ 100.00 | Materials Costs \$ 25.00 |
| POLICE: | <u>Approved</u> | Denied | (list reason for denial) | Initial <u>JCC</u> |
| NO SERVICES NEEDED | | | | |
| Labor Costs \$ | 0 | Equipment Costs \$ | | Materials Costs \$ |
| FIRE: | <u>Approved</u> | Denied | (list reason for denial) | Initial <u>DA</u> |
| NO SERVICES NEEDED. | | | | |
| Labor Costs \$ | | Equipment Costs \$ | | Materials Costs \$ |
| HVA: | Approved | Denied | (list reason for denial) | Initial |
| DDA: | <u>Approved</u> | Denied | (list reason for denial) | Initial <u>SBP</u> |
| Labor Costs \$ | | Equipment Costs \$ | | Materials Costs \$ |
| RISK MANAGEMENT: | <u>Approved</u> | Denied | (list reason for denial) | Initial <u>MB</u> |
| Class I - Low Hazard | | | | |
| <u>Class II - Moderate Hazard</u> | | | | |
| Class III - High Hazard | | | | |
| Class IV - Severe Hazard | | | | |

insurance on
file #1111



Special Event Application

ITEM #4.c.

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

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

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

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

Sponsoring Organization's Legal Name Plymouth Yoga Room
Ph# 2484177897 **Fax#** _____ **Email** sheri@plymouthyogaroo **Website** plymouthyogaroo.com
Address 474 Forest Avenue **City** Plymouth **State** MI **Zip** 48170
Sheri Rieli

Sponsoring Organization's Agent's Name _____ **Title** Owner
Ph# 2484177897 **Fax#** _____ **Email** Sheri@plymouthyogaroo **Cell#** _____
Address 474 Forest Avenue **City** Plymouth **State** MI **Zip** 48170

Event Name Yoga in the Park 2026
Event Purpose Teach yoga to the community
Event Date(s) June 17, July 15, & August 19
Event Times 6:30-7:30 pm
Event Location Kellogg Park

What Kind Of Activities? Yoga classes

What is the Highest Number of People You Expect in Attendance at Any One Time? 250

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.)

We will need electricity so that we can set up to use a microphone to teach the class. People will practice yoga in the park.

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): 2nd-3rd Wednesday of the month
Next year's specific dates: _____

See section 12.13 for license & insurance requirements for vendors

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

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

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

8. **EVENT SIGNS:** Will this event include the use of signs? YES NO

If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed signs: **Please complete a sign illustration / description sheet and include with the application.**

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

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

9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)?

YES NO

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

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

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

March 16, 2026

Date

eSigned via GovOS.com
Sheri Rieli
Key: 10f509ec-451d-423f-a1aa-2970e01161d3

Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least twenty (21) days prior to the first day of the event to: City

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

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The Plymouth Yoga Room (organization name) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Yoga in the Park (event name) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature 

Date March 16, 2026

Witness 

Date March 16, 2026

Name of Event: *Yoga in the Park 2024*
 Date: *June 17, July 15, Aug 19*
 Location: *Kellogg Park*

| | | | | | |
|---|--|--------------------|--------------------------|--------------------|-------------|
| MUNICIPAL SERVICES: | <u>Approved</u> | Denied | (list reason for denial) | Initial | <i>AL</i> |
| <i>Provide access to electrical panel</i> | | | | | |
| \$250 Bathroom Cleaning Fee Per Day of Event? <u>YES</u> NO | | | | | |
| Labor Costs: | <i>\$100.00</i> | Equipment Costs: | <i>\$50.00</i> | Materials Costs | \$ <i>0</i> |
| POLICE: | <u>Approved</u> | Denied | (list reason for denial) | Initial | <i>gcl</i> |
| <i>No SERVICES NEEDED</i> | | | | | |
| Labor Costs \$ | <i>0</i> | Equipment Costs \$ | | Materials Costs \$ | |
| FIRE: | <u>Approved</u> | Denied | (list reason for denial) | Initial | <i>MS</i> |
| <i>NO SERVICES Requested</i> | | | | | |
| Labor Costs \$ | <i>0</i> | Equipment Costs \$ | | Materials Costs \$ | |
| HVA: | Approved | Denied | (list reason for denial) | Initial | |
| DDA: | <u>Approved</u> | Denied | (list reason for denial) | Initial | <i>SBP</i> |
| Labor Costs \$ | <i>0</i> | Equipment Costs \$ | | Materials Costs \$ | |
| RISK MANAGEMENT: | <u>Approved</u> | Denied | (list reason for denial) | Initial | <i>MP</i> |
| Class I - Low Hazard | Event sponsors must provide current Certificate of Insurance naming City of | | | | |
| Class II - Moderate Hazard | Plymouth/Certificate Holder as 'Additional Insured' including in the Description | | | | |
| <u>Class III - High Hazard</u> | Box/Area in order to hold an event. | | | | |
| Class IV - Severe Hazard | <i>Needs Insurance MP</i> | | | | |



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 Lightning Robotics

Ph# _____ Fax# _____ Email 862.first@gmail.com Website _____

Address 8415 N. Canton Center Rd. City Canton State MI Zip 48187

Sponsoring Organization's Agent's Name Jay Obsniuk Title Lead Teacher

Ph# 734.416.2850 Fax# _____ Email jay.obsniuk@pccsk12.com Cell# _____

Address 8415 N. Canton Center Rd. City Canton State MI Zip 48187

Event Name Robots in the Park

Event Purpose To show Lightning Robotics and STEM in the community

Event Date(s) Sunday, August 9, 2026

Event Times 10:00am-4:00pm (set up starting 8am; tear down by 6pm)

Event Location Kellogg Park and Gathering Space

What Kind Of Activities? STEM based activities for kids and families

What is the Highest Number of People You Expect in Attendance at Any One Time? 250

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.)
Robots in the Park is a free event for all ages to showcase Lightning Robotics to the community, with activities and robot demonstrations.

1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies – Please Review Section 12.2 f.)*
City Operated Co-sponsored Event Other Non-Profit Other For-Profit Political or Ballot Issue

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

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

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

Next year's specific dates: _____

See section 12.13 for license & insurance requirements for vendors

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

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

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

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

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

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

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

10.

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

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

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

3/11/2026
Date

Jay Chornick
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 Lightning Robotics (*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 Robots 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 Jay Obasueh

Date 3/11/2026

Witness Alliea Frostmader


Date 03/11/2026

Lightning Robotics • Robots in the Park • Sunday, August 9, 2026 • Event Map

(For City Application Only - Not Being Distributed to Participants)




 10x10' Pop-Up Tents
(Organization Owned;
Non-Commercial)

 Event Banners

 Information Table

 Street Blockades

 Various Tables/Chairs
Set-Up Underneath
Gathering Space for
STEM Activities

Lawn Sign Examples



Banner



Name of Event: *Robots in the Park*
 Date: *Sunday, Aug 9, 2020*
 Location: *Wellogg Park*

| | | | | | |
|---|--|--------------------|--------------------------|--------------------|----------------|
| MUNICIPAL SERVICES: | <u>Approved</u> | Denied | (list reason for denial) | Initial | <i>AG</i> |
| - 1 FTE Approx. 8 HRS | | | | | |
| - Barricades | | | | | |
| \$250 Bathroom Cleaning Fee Per Day of Event? <u>YES</u> NO | | | | | |
| Labor Costs: | <i>\$700.00</i> | Equipment Costs: | <i>\$350.00</i> | Materials Costs | <i>\$50.00</i> |
| POLICE: | <u>Approved</u> | Denied | (list reason for denial) | Initial | <i>Dec</i> |
| <i>NO SERVICES NEEDED</i> | | | | | |
| Labor Costs \$ | <i>0</i> | Equipment Costs \$ | | Materials Costs \$ | |
| FIRE: | <u>Approved</u> | Denied | (list reason for denial) | Initial | <i>JS</i> |
| <i>NO SERVICES REQUESTED</i> | | | | | |
| Labor Costs \$ | <i>0</i> | Equipment Costs \$ | | Materials Costs \$ | |
| HVA: | Approved | Denied | (list reason for denial) | Initial | |
| DDA: | <u>Approved</u> | Denied | (list reason for denial) | Initial | <i>SBP</i> |
| Labor Costs \$ | <i>0</i> | Equipment Costs \$ | | Materials Costs \$ | |
| RISK MANAGEMENT: | <u>Approved</u> | Denied | (list reason for denial) | Initial | <i>NB</i> |
| Class I - Low Hazard | Event sponsors must provide current Certificate of Insurance naming City of | | | | |
| <u>Class II - Moderate Hazard</u> | Plymouth/Certificate Holder as 'Additional Insured' including in the Description | | | | |
| Class III - High Hazard | Box/Area in order to hold an event. | | | | |
| Class IV - Severe Hazard | <i>School board office to provide insurance 'AZM'</i> | | | | |



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: Chris S. Porman, City Manager
CC: S:\Manager\Porman Files\Memorandum - Public Hearing - Annual Review of Liquor Licenses - 04-06-26.docx
Date: March 31, 2026
RE: Public Hearing – Liquor License Renewals

Background

The members of the Local Liquor License Review Committee (LLRC) are scheduled to meet just prior to the City Commission meeting to make a recommendation to the City Commission related to the review of the annual report and the renewal, revocation, and non-renewal of licenses in the city

This is a normal part of our liquor workload during this time of year. We are required to review all our records related to each establishment. We notify all licensed establishments who may have past due bills and generally they clear them up quickly, as it is usually a matter of something that fell through the cracks. We did send a notice to establishments indicating that if they do not pay by the time of our hearing or make payment and arrangements that we will start the non-renewal process during April. As of Tuesday, March 31st there are two establishments who have not made payment on their past due water bills to the city. The owners has indicated that they will make payment arrangements but have not made a payment to begin to address the past due amount.

During our agenda preparations we have found most of our establishments are in compliance with our ordinance and there are no significant issues.

Recommendation

The members of the LLRC reviewed the licenses prior to the City Commission meeting and the administrative recommendations are updated and current as of March 31, 2026 and are subject to changes pending additional information, corrections, adjustments, or payments that have been made since March 31, 2026. The LLRC may have adjusted these administrative recommendations based on new information that has come in since this was written for the agenda.

The following establishments are recommended for renewal.

Barrio Cocina Y Tequileria – 555 Forest
Bearded Lamb Brewing Company – 149 W. Liberty
Bigalora – 777 W. Ann Arbor Trail
Compari's/Fiamma/Sardin Room – 350, 370, & 380 S. Main

Plymouth Community Cultural Center – 525 Farmer
E.G. Nicks – 500 Forest
Hermann’s Olde Town Grille – 195 W. Liberty
Highline Spirits – 380 S. Main – License awaiting approvals
Ironwood Grill – 840 W. Ann Arbor Trail
VFW – Mayflower Lt. Gamble Post – 1426 S. Mill
Mayflower Meeting House – 499 S. Main
Nico & Vali – 744 Wing
Plymouth – Ann Arbor Elks – 110 W. Ann Arbor Trail
Knights of Columbus Council 3292 – 150 Fair
Pakwaan Restaurant – 447 Forest
Park Place Gastro Pub – 336 S. Main
Penn Grill – 820 Penniman
Pizza E Vino – 849 Penniman
Sidecar – 340 N. Main
Chicane – 885 Starkweather
Red Ryder – 584 Starkweather
Thai Basil – 983 W. Ann Arbor Tr.
The Downtown Pourhouse – 860 Fralick
The Ledger/Ebenezer – 306 S. Main
Westborn Market – 860 – 870 Penniman

The following establishments are NOT recommended for renewal as of March 31, 2026, pending additional information, corrections, adjustments, or payments (water bills/taxes) that have been made since that time. This recommendation may be added to, changed, or amended.

Aqua – 413 N. Main
Sean O’Callaghan’s – 821 Penniman
Post Local Bistro – 844 Penniman
Plymouth ROC – 1020 W. Ann Arbor Road – Escrow

The City Commission will need to open the public hearing and hear any public comment before taking any action. In order to assist the City Commission with their renewal/non-renewal recommendations to the State of Michigan, we have prepared a proposed Resolution approving the renewals as indicated and holding recommendations the one establishment.

Should you have any questions in advance of the meeting please feel free to contact either Chief Al Cox or myself.

City Commission Resolution

Renewal

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

- WHEREAS The City of Plymouth has a Liquor Management Ordinance related to the operation of all Class C Type Liquor Licenses in the city; and
- WHEREAS On April 6, 2026, the City Administration presented the Liquor License Review Committee with Information about the various liquor licensed establishments in the city, and
- WHEREAS The Local Liquor License Review Committee made a recommendation to the City Commission related to the renewal, revocation and non-renewal of all liquor licenses in the City.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby recommend to the Michigan Liquor Control Commission that the following licenses be renewed:

The following establishments are recommended for renewal

Barrio Cocina Y Tequileria – 555 Forest
Bearded Lamb Brewing Company – 149 W. Liberty
Bigalora – 777 W. Ann Arbor Trail
Compari's/Flamma/Sardin Room – 350, 370, & 380 S. Main
Plymouth Community Cultural Center – 525 Farmer
E.G. Nicks – 500 Forest
Hermann's Olde Town Grille – 195 W. Liberty
Highline Spirits – 380 S. Main – License awaiting approvals
Ironwood Grill – 840 W. Ann Arbor Trail
VFW – Mayflower Lt. Gamble Post – 1426 S. Mill
Mayflower Meeting House – 499 S. Main
Nico & Vali – 744 Wing
Plymouth – Ann Arbor Elks – 110 W. Ann Arbor Trail
Knights of Columbus Council 3292 – 150 Fair
Pakwaan Restaurant – 447 Forest
Park Place Gastro Pub – 336 S. Main
Penn Grill – 820 Penniman
Pizza E Vino – 849 Penniman
Sidecar – 340 N. Main
Chicane – 885 Starkweather
Red Ryder – 584 Starkweather
Thai Basil – 983 W. Ann Arbor Tr.
The Downtown Pourhouse – 860 Fralick
The Ledger/Ebenezer – 306 S. Main
Westborn Market – 860 – 870 Penniman

BE IT FURTHER RESOLVED THAT the Liquor License Review Committee does not recommend the following liquor licenses be renewed.

Aqua – 413 N. Main
Sean O'Callaghan's – 821 Penniman
Post Local Bistro – 844 Penniman
Plymouth ROC – 1020 W. Ann Arbor Road – Escrow



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: Chris S. Porman, City Manager
CC: S:\Manager\Porman Files\Memorandum - Annual Review of Liquor License Cap for 2026 - 04-06-26.docx
Date: March 18, 2026
RE: Annual Review of Liquor Licenses Cap – 2026

Background

Each year the Local Liquor License Review Committee makes a recommendation to the City Commission related to the “Cap” on the number of liquor licenses both inside the DDA as well as outside the DDA. There are a total of 34 licenses (20 in the DDA and 14 outside). Last year there was an increase by 2 in both the DDA as well as outside the DDA. While the “Cap” was increased, those licenses were not filled and there are still 2 licenses inside and outside the DDA available should someone look to transfer one in.

There does not seem to be demand for licenses currently.

Recommendation

The LLRC has recommended no increase in the number of liquor licenses available under the cap with 20 licenses in the B-2 zoning district or DDA area and 14 in all other areas. The DDA Board has recommended no increase in the “Cap” of licenses inside the DDA.

There is a proposed resolution attached that references no increase.

Should you have any questions in advance of the meeting please feel free to contact either Chief Al Cox or myself.



Plymouth Liquor License Review Committee Meeting Minutes

Monday, March 16, 2026, 6:00 p.m.

Plymouth City Hall 201 S. Main St. Plymouth, MI 48170

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

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

1. Call to Order – Chair Maguire
2. Roll Call –Alanna Maguire, Brock Minton, Karen Sisolak
Also present: City Manager Chris Porman, City Attorney Bob Marzano, Economic Development Director John Buzuvis & members of the public.
3. Approval of Minutes of March 17, 2025 - LLRC Meeting – Moved by Minton and seconded by Sisolak.
No comments and MOTION PASSED.

4. Discussion of Current Status of Liquor License Operations Reviews and Past Due Payments

Chief Cox presented his 2026 Report on Alcohol related police incidents. He noted that city police officers had conducted 433 Liquor License Inspections in 2025, up from 423 in 2024. He reported that alcohol related disorderly conduct totaled 27 incidents city wide. There was only one MLCC notification required with a local establishment for all of 2025. The Chief's report will be attached to these meeting minutes.

City Manager Porman reviewed the process and presented the Administrative Recommendation related to the annual review of liquor license holders. He indicated that the LLRC is required to meet prior to a City Commission meeting and make a recommendation to the City Commission on renewal, non-renewal or revocation of liquor licenses based on the Liquor Management Ordinance. He reported that all license holders are in compliance with the Ordinance and only a few had outstanding payments due to the City. The City Manager indicated that he expected most or all of the people with outstanding debts to the City will pay prior to the April 6th meeting and Administration has been working with those establishments to obtain payment prior to the April 6th City Commission meeting.

5. Discussion Liquor License Cap – Annual Review per Ordinance

With the increase in the cap last year by two licenses both inside and outside the DDA, there are a total of thirty-four licenses in the City (20 in the DDA and fourteen not in the DDA). Currently, there does not seem to be a demand for licenses as there are still two licenses inside and outside the DDA available. Additionally, things are going well with the current licensed establishments. Therefore, the board determined it would not be necessary to make any changes to the cap at this time.

The following Resolution was offered by Sisolak and seconded by Minton:

WHEREAS The City of Plymouth has a Liquor Management Ordinance related to the number of allowable liquor licenses in a particular zoning district; and

WHEREAS Annually, the Local Liquor License Review Committee must make a recommendation to the City Commission related to the number of allowable liquor licenses per zoning district.

NOW THEREFORE BE IT RESOLVED THAT the Liquor License Review Committee of the City of Plymouth does hereby recommend to the City Commission that no changes in the number of available liquor licenses (34) under the cap in the City of Plymouth, based on Zoning Classification. The Liquor License Review Committee confirms that the number of licenses remain the same as in the current Liquor Management Ordinance, which is a cap of 20 licenses, as defined in the Liquor Management Ordinance for the B-2 Zoning District (DDA Area), and a cap of 14 licenses in total (for all three zoning districts) in any of the following the B-1, ARC and B-3 Zoning Districts.

MOTION PASSED - Unanimously

6. Adjournment

There being no further business to come before the board, it was moved by Sisolak and seconded by Minton to adjourn the meeting at 6:45 p.m.

MOTION PASSED – Unanimously

S:\Manager\WPWORK\AGENDA-City Commission\Liquor Management\LLRC Meeting Minutes - 03-16-26.doc

City of Plymouth MLCC Licenses

| DBA Name | License Type | Bus. ID | Owner/Licensee | Address | Date Opened |
|--|-------------------------------|---------|---|------------------------|------------------------------|
| Alcohol By The Glass Establishments | | | | | |
| Aqua | C SDM | 226180 | VNB, LLC. | 413 N Main | Grecian Café 2011 |
| Barrío Cocina Y Tequileria | C SDM | 236468 | The Locale, LLC | 555 Forest | 2006- Grape Expectations |
| Bearded Lamb Brewing Company | Micro-Brewer/Small Wine Maker | 272804 | Bearded Lamb LLC | 149 W Liberty | 2009- Liberty St Brewing Co. |
| Bigalora | C SDM | 260089 | Bigalora Plymouth, LLC | 777 W Ann Arbor Tr | Pre-1998 |
| Chicane | C SDM | 279752 | Trackside Plymouth, LLC | 885 Starkweather | Pre-1998 |
| Compari's On The Park/Flamma/Sardine Room | C SDM | 130622 | Païson, Inc. | 350, 370, & 380 S Main | 2000/Sardine-2011 |
| Cultural Center | C | 1315 | City of Plymouth Parks & Rec | 525 Farmer | Pre-1998 |
| E.G. Nick's | C | 98834 | T. Belli & Assoc., Inc. | 500 Forest | 1998 |
| Hermann's Olde Town Grille | C-Resort SDM | 260437 | Hermann Hospitality Corporation | 195 W Liberty | Pre-1998 |
| Highline Spirits | Tasting Room | 279082 | Highline Spirits Co., LLC | 330 S Main | 2024 |
| Ironwood Grill | C SDM | 216563 | Ironwood of Plymouth, LLC | 840 W Ann Arbor Tr | 2010 |
| Mayflower Lt. Gamble Post 6695 of VFWUS | Club | 8784 | Mayflower-Lt. Gamble Post No. 6695 VFWUS | 1426 S Mill | Pre-1998 |
| Mayflower Meeting House | C | 369 | Exclusive Catering, Inc. | 499 S Main | Pre-1998 |
| Nico & Vall | C SDM | 217164 | Nico & Vall, LLC | 744 Wing | 2010 |
| Pakwaan Restaurant | C-DDA | 261375 | Pakwaan, LLC | 447 Forest | 1999 Tavern-2006 |
| Park Place Gastro Pub | C SDM | 132112 | Piano Bar of Plymouth, Inc. | 336 S Main | 2000 (Formerly 336) |
| Penn Grill | C SDM | 192104 | VWS Holdings, LLC | 820 Penniman | 2006/2007 |
| Pizza E Vino | C SDM | 226382 | Buon VIno Winery, LLC | 849 Penniman | 2011 |
| Plymouth-Ann Arbor Elks | Club | 8213 | Plymouth-Ann Arbor MI Lodge No. 325 Benevolent and Protective Order of Elks | 110 W Ann Arbor Trail | 2022 |
| Plymouth KOC Bldg Council #3292 | Club | 8119 | Plymouth K of C Bldg, Inc. | 150 Fair | Pre-1998 |
| Plymouth ROC Restaurant | C SDM | 272107 | Straight Family Hospitality Inc | 1020 W Ann Arbor Rd | Pre-1998 |
| Red Ryder | C SDM | 281803 | Mily Holding, LLC | 584 Starkweather | 2018 |
| Sean O'Callaghan's Public House | C SDM | 135112 | Sean O'Callaghan's Ltd. | 821 Penniman/345 Fleet | 2001 |
| Sidecar | C SDM | 276453 | Sidecar Plymouth, LLC | 340 N Main | Pre-1998 (Jack Dunleavy's) |
| Thai Basil | C | 279625 | T&W Investment, Inc. | 983 W Ann Arbor Tr | 2023 |
| The Downtown Pourhouse | C SDM | 233687 | TBD Advisors Inc. | 860 Fralick | Pre-1998 |
| The Ledger/The Ebenezer | C | 243776 | G.I. Poros, Inc. | 306 S Main | 2018 |
| The Post Local Bistro | C SDM | 232456 | 408, Inc. | 844 Penniman | RBG-2010 |
| Westborn Market | C SDM | 241888 | Westborn of Plymouth, LLC | 860-870 Penniman | 2016 |
| Packaged Alcohol- Stores | | | | | |
| Bellybusters Liquor | SDM/SDD | 140657 | J&D Pizza, Inc. | 571 S Mill | |
| Main Street Quick Stop | SDM/SDD | 9664 | Yaldo, Inc. | 480 N Main | |
| Mayflower Market | SDM/SDD | 142078 | J.B.N.A., Inc. | 824 S Main | |
| Old Village General | SDM | 290981 | Old Village General LLC | 689 N Mill #101 | 1/13/2026 |
| Old World Olive Press | SDM | 228753 | Old World Olive Press-Plymouth LLC | 467 Forest | |
| Plymouth Prime Meats | SDM | 274196 | Plymouth Prime Meats, LLC | 614 S Main | |
| Rite Aid #3657 | SDM/SDD | 141512 | Rite Aid of Michigan, Inc. | 800 W Ann Arbor Rd | |
| Shell Gas Station | SDM/SDD | 286698 | BA & A Plymouth Inc | 129 W Ann Arbor Tr | |
| Speedway #8820 Gas Station | SDM | 246381 | Speedway LLC (A Delaware LLC) | 1066 N Mill | 3/1/2017 |
| Starvin Marven, Inc (Marathon Gas Station) | SDM | 264666 | Starvin Marven, Inc | 402 N Mill | 7/30/2019 |
| USA Gas & Go | SDM/SDD | 271492 | Plymouth Business Ventures, LLC | 400 W Ann Arbor Rd | 7/13/1905 |
| Westborn Market | SDM | 246614 | Westborn of Plymouth, LLC | 860-870 Penniman | 1/26/2017 |

Updated: 3/3/2026

Allowable Alcohol by the Glass= 20/14

DDA (18)
OUTSIDE DDA (12)

ESCROW LICENSE
OFF PREMISE LICENSE (12)

Resolution

Liquor License Cap

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

- WHEREAS The City of Plymouth has a Liquor Management Ordinance related to the number of Allowable liquor licenses in a particular zoning district; and
- WHEREAS Annually, the Local Liquor License Review Committee must make a recommendation to the City Commission related to the number of allowable liquor licenses per zoning district.
- WHEREAS The LLRC met on March 16, 2026, and made the recommendation to the City Commission for No changes in the number of available liquor licenses under the cap in the City of Plymouth, Based on Zoning classification.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth determines that no changes in the number of available liquor licenses (34) under the cap in the City of Plymouth, based on Zoning Classification. The City Commission confirms that the number of licenses remain the same as in the current Liquor Management Ordinance, which is a cap of 20 licenses, as defined in the Liquor Management Ordinance for the B-2 Zoning District (DDA Area), and a cap of 14 licenses in total (*for all three zoning districts*) in any of the following the B-1, ARC and B-3 Zoning Districts.



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: Chris S. Porman, City Manager
CC: S:\Manager\Porman Files\Memorandum - Annual Marijuana Review 04-06-26.docx
Date: March 18, 2026
RE: Annual Marijuana Review 2026

Background

Previously, the City Commission directed the City Administration to annually review the possibility of either recreational or medical marijuana sales in the city. The City Commission also had presentations from Plunkett Cooney Attorney Jeff Schroder in October of 2020 and March of 2024 covering a wide range of issues related to marijuana. At that time, the City Administration remained opposed to retail sales of marijuana in the City, and we continue that opposition today.

There is an attached memorandum on the whole marijuana issue that was put together by Economic Development Director John Buzuvis. His memo covers the history of this issue on both a local and statewide issue. John also covers the current state of the marijuana industry, which seems to be in a significant state of flux at the moment.

Recommendation

The City Administration remains opposed to allowing marijuana sales in the City of Plymouth. We see negative long-term impacts on the image and brand of the community, if we became an opt-in community. Further, delivery service of marijuana products is available for anyone in the city who may be interested in using products.

Based on what we have seen across the state, the City Administration sees the significant potential for litigation against the city and the individual members of the City Commission and perhaps the Planning Commission as a result of the required actions by both boards to choose zoning district locations. Further, the City Commission would have to choose how many establishments to allow in the city and if the number of applications exceeds the available

licenses the City Commission will have to choose who will obtain the license. This is another area of potential litigation.

Currently, the City Administration recommends that the City Commission take a confirming action that publicly leaves the current prohibition and annual review on medical and recreational marijuana sales in place.

Based on the City Administration's recommendation we provided a proposed Resolution for the City Commission to consider. If you have any questions in advance of the meeting, please feel free to contact either myself, Bob Marzano, or John Buzuvis.



Administrative Recommendation

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

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

To: Chris Porman, City Manager
From: John Buzuvis, Economic Development Director
Al Cox, Director of Public Safety
CC: S:\Community Development\John\Marijuana
Date: March 10, 2025
RE: Annual Recreational Marijuana Review

A handwritten signature in black ink, appearing to read "John Buzuvis", is written over the "From:" line of the email header.

BACKGROUND:

As you are aware the City Commission enacted an ordinance, in December 2018, to opt-out of allowing "recreational marijuana" businesses in the city. The Michigan Regulation and Taxation of Marijuana Act (MRTMA) enacted in December 2018 decriminalizes the use and possession (with limits) of "recreational" marijuana by adults over the age of twenty-one. Additionally, the Act provides for the licensing of recreational marijuana businesses by the State. A recreational marijuana business, such as a marijuana retailer, may operate, by right, in any municipality in Michigan unless the municipality opts out by ordinance. This statute does not replace the Medical Marijuana legislation enacted in 2016 and has many similarities and some key differences. One of the critical differences between the two laws is that communities had to "opt-in" to allow medical marijuana businesses in their communities whereas the recreational marijuana legislation requires communities to "opt-out" by ordinance to prohibit recreational marijuana businesses in their communities. At the end of the previous two state legislative session there was discussion and bill proposals to combine the medical and recreational marijuana legislation to streamline the bureaucracy and administration of the two acts. As of this writing, that combination of legislation has not occurred.

The MRTMA legislation allows adults over 21 years of age to possess up to 2.5 ounces of marijuana on their person, grow up to twelve plants, and have up to ten ounces of marijuana "secured" at home. It is important to note that municipalities cannot opt-out of allowing this to take place in their communities. However, communities do have local control over deciding to prohibit recreational marijuana businesses from locating within their municipality. Communities may also choose to opt-in to allow recreational marijuana businesses in their communities and may limit the number of businesses allowed.

At the request of the City Commission the administration has reviewed the recommendation on recreational marijuana annually since December 2018 and has remained "opted out" since that time. The administration continues to recommend remaining "opted out" of the allowance for recreational marijuana facilities, of any kind, in the city. There are several reasons for this including the current changes in the marijuana industry in the state to include, oversupply of product, falling prices, and the new 24% excise tax for roads leading the Michigan Cannabis

Industry Association (MiCIA) to sue the state of Michigan to block the tax. The MiCIA contends that the excise tax effectively amends the 2018 voter approved legalization law which already set the tax structure. A bipartisan bill has been introduced (Senate Bill 810) to repeal the additional excise tax. This issue is one of the factors creating uncertainty in the industry as it continues to mature. These uncertain times and the continuation of oversupply of products resulting in lower prices and smaller profits have led to a substantial number of marijuana companies having closed and/or left the state.

If a community does “opt-in” to allowing a specific number of marijuana businesses in their community they must create, by ordinance, competitive criteria to award licenses to that specific number of businesses. These criteria have been the subject of significant litigation between communities and applicants. Royal Oak, Pontiac, Warren, Berkley, and Detroit have all been involved in lawsuits related to selection criteria.

According to statistics from the Michigan Department of Treasury there are a total of 317 communities (238 local municipalities, seventy-five counties and four Indian Tribes) out of 1,773, in the state that allow recreational marijuana businesses. Thirteen (13) of the forty-three communities in Wayne County allow recreational marijuana businesses; however, of the eighteen (18) communities that make up the Conference of Western Wayne, five (5) allow marijuana businesses. 2025 revenue sharing (as outlined in the legislation) of approximately \$54,000 per retail/microbusiness is being distributed to communities that have these specific facilities in their communities.

The industry, now eight years out from enactment, has changed significantly over the past couple of years. Pending resolution of legal challenges and potential legislative actions will continue to drive industry change this year as well. Additionally, a pending rescheduling of marijuana at the federal level from a Class I drug to a Class III drug will add to the industry transition. The potential rescheduling of marijuana would impact federal laws and policies related to criminal charges, banking, etc. that will certainly impact the industry in Michigan.

At this time, the administration recommends that the city remain opted out of allowing marijuana businesses in the community. Should the City Commission, by resolution, direct the administration to develop ordinance language allowing marijuana businesses in the city it would be a monumental task and require significant resources that would impact on the ability of the team to complete other tasks critical to the accomplishment of the City's strategic goals.

RECOMMENDATION:

Due to the uncertainty in the industry and for all the other reasons listed above the administration recommends that the city continue its position of opting out of the MRTMA.

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

RESOLUTION

The following resolution was offered by Commissioner _____, and seconded by Commissioner _____.

- WHEREAS In 2018 the City of Plymouth, City Commission, opted out of allowing recreational marijuana facilities in the city, and
- WHEREAS The City of Plymouth City Commission has reviewed the opted-out status annually, and
- WHEREAS The City of Plymouth City Commission has chosen to remain opted-out after each annual review, and
- WHEREAS The City of Plymouth, City Commission, completed the annual review of the opted-out status at their April 6, 2026, regular commission meeting,
- WHEREAS The City of Plymouth, City Commission, is aware that the development of ordinance language to opt-in to allowing marijuana facilities in the city would require significant staff, consultants and financial resources and would impact the ability of completion of other tasks on the five-year strategic plan,

NOW THEREFORE BE IT RESOLVED that the City of Plymouth City Commission chooses to remain opted out of allowing marijuana facilities in the City of Plymouth



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Chris S. Porman, City Manager
Date: March 30, 2026
RE: Zoning Ordinance Amendments – 4th Batch – 1st Reading

Background

Following the Zoning Audit that began in 2022, 26 “quick” amendments were identified as areas for updates/corrections/clarifications. The reasons included alignment with state law, outdated language in terminology or phrasing used and inconsistencies with the Master Plan.

This is the fourth batch of changes as the Commission just had the second and final reading of the third batch. Again, the Sub-Committee of the Planning Commission has been meeting monthly to review and address these proposed changes. The Planning Commission held a Public Hearing on March 11, 2026, and the Planning Commission voted to recommend approval to the City Commission. This change can be summarized as decreasing minimum lot sizes and setbacks for specific uses: private recreational areas, institutional or community recreation centers or personal use swimming pool clubs, and religious institutions. This change provides better compatibility with existing development patterns. In addition, the other change was to update the Intent of the B-2 Zoning District, which reflects the description of the Central Business District Future Land Use Category in the Master Plan.

We have attached a memorandum from our Planning Director Greta Bolhuis, which provides extensive additional background information. In addition, we have included a tracked change version of the pertinent ordinance changes for ease of reading and understanding of the changes. Furthermore, the Meeting Minutes of the March 11, 2026, Planning Commission are attached.

RECOMMENDATION:

The City Administration recommends that the City Commission complete a first reading of the proposed zoning ordinance amendments as presented and approve the same. In addition, City Administration recommends the City Commission set the second reading for their next regular City Commission meeting, which is on April 20, 2026.

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 contact Greta Bolhuis or myself.

RESOLUTION

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

- WHEREAS The Planning Commission of the City of Plymouth reviewed the proposed zoning ordinance amendments which update Sections 78-42, 78-52, 78-296, and 78-100 of the City's Zoning Ordinance, and
- WHEREAS The Planning Commission held a public hearing on March 11, 2026 to receive public comment about the zoning ordinance amendments, and
- WHEREAS At the conclusion of the public hearing, the Planning Commission approved the text amendment and recommended review and approval by the City Commission, and
- WHEREAS The City Commission has completed a first reading of the proposed language.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve the zoning ordinance amendments to Sections 78-42, 78-52, 78-296, and 78-100.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the City Commission will hold a second reading of the proposed zoning ordinance amendments at their next regular meeting.



CITY OF PLYMOUTH

www.plymouthmi.gov

201 S. Main
Plymouth, Michigan 48170

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

ADMINISTRATIVE RECOMMENDATION

To: Chris Porman, City Manager
From: Greta Bolhuis, AICP, Planning and Community Development Director
Date: March 27, 2026
Re: Zoning Ordinance Amendments to Sections 78-42, 78-52, 78-296; 78-100

BACKGROUND:

In 2022, the City contracted with Carlisle Wortman to complete an audit of the city zoning ordinances to identify:

- Inconsistencies with the Master Plan and Future Land Use Map
- Ordinance language that is inconsistent with other laws
- Outdated ordinance language

As part of the audit, 26 quick zoning ordinance amendment tasks were identified. The Zoning Audit Sub-Committee of the Planning Commission has been meeting monthly to review and address these matters. A public hearing was held on March 11, 2026 at the Planning Commission meeting, at which time the Commission recommended the amendments to the City Commission for approval, which include:

Secs. 78-42, 78-52. Decrease large minimum lot sizes and setbacks for specific uses: private recreational areas, institutional or community recreation centers or personal use swimming pool clubs.

Reasoning: Compatibility with existing development patterns.

Secs. 78-296. Decrease large minimum lot sizes and setbacks for specific uses: religious institutions.

Reasoning: Compatibility with existing development patterns.

Secs. 78-100. Update the Intent of the B-2 Zoning District. **Reasoning:** Revise to reflect the description of the Central Business District Future Land Use Category in the Master Plan.

Please note that in the attached tracked changes (redlined version) I have included comments, maps, and related information to provide additional details on the proposed changes.

The proposed zoning ordinance amendments are attached for your review. The City Attorney has reviewed the proposed changes. The draft March 2026 Planning Commission meeting minutes are also attached.

RECOMMENDATION:

Staff recommends that the City Commission complete a first reading of the proposed zoning ordinance amendments, as presented and approve the same. Staff further recommends the City Commission set the second reading of the proposed language at the next regular City Commission meeting.

If you have any questions, please contact me directly.

Proposed Ordinance (Redlined):

Sec. 78-42. Special land uses permitted after review and approval.

The following uses may be permitted by the planning commission subject to article 23, ~~the review and approval of the site plan by the planning commission,~~ and the imposition of special conditions which, in the opinion of the commission, are necessary to ensure that the land use or activity authorized is compatible with adjacent uses of land, the natural environment and the capacities of public services and facilities affected by the land use, ~~and subject further to a public hearing held in accord with section 78-281:~~

Commented [GB1]: Redundant. The requirement for site plan review is spelled out in article 23.

Commented [GB2]: Redundant. This requirement for a public hearing is spelled out in article 23.

Commented [GB3]: Update to reference the correct section number.

- (1) Religious institutions and other facilities normally incidental thereto subject to section ~~78-296300~~.
- (2) Parochial and private elementary, intermediate or secondary schools offering courses in general education, not operated for profit.
- (3) Uses and buildings of the city (without storage yards).
- (4) Group day care home for children subject to section 78-294.
- (5) Adult foster care small group home subject to section 78-295.
- (6) Private ~~non-commercial~~ recreational areas, institutional or community recreation centers or personal use non-profit swimming pool clubs, all subject to the following conditions:

Commented [GB4]: See map below indicating the MDOT classifications as published in the City's Master Plan.

- a. The proposed site, for any of the uses permitted herein, which would attract persons from or are intended to serve areas beyond the immediate neighborhood, shall have at least one property line abutting a major collector, minor arterial, or principal arterial – other as designated by the Michigan Department of Transportation. ~~Major thoroughfare as designated on the major thoroughfare plan.~~
- b. The front yard setback shall be 25 feet. The side yard setback shall be 6 feet when a lot line is interior and shall be 15 when abutting a street. The rear yard setback shall be 35 feet. The Planning Commission may modify the setback requirement where, in unusual circumstances, no good purpose would be served by compliance with the requirements of the section. Front, side and rear yards shall be at least 30 feet wide, and shall be landscaped in trees, shrubs and grass. All such landscaping shall be maintained in a healthy condition.
- c. Off-street parking shall be provided so as to accommodate not less than one-half (½) of the member families and/or individual members. The planning commission may modify, recommend the modification of the off-street parking requirements ~~to the zoning board of appeals~~ in those instances wherein it is specifically determined that the users will originate from the immediately adjacent areas, and will, therefore, be pedestrian. Prior to the issuance of a building permit ~~or zoning compliance permit~~, bylaws of the organization and such other information of the organization ~~as determined by the zoning board of appeals~~ shall be provided in order to establish the membership involved for confirming computing the off-street parking requirements. In those cases wherein the proposed use or organization does not have bylaws or formal membership, the off-street parking requirement shall be determined by the planning commission on the basis of usage.

Commented [GB5]: By deleting this, the Planning Commission solely may modify the off-street parking requirements.

Commented [GB6]: Again, deleting this allows the Planning Commission to make these decisions.

- d. Whenever a swimming pool is constructed under this chapter section, such pool area shall be provided with a protective fence six feet in height and entry shall be provided by means of a controlled gate and in accordance with the state building codes. ~~All pools and accessory uses shall be constructed in accordance with the State Building Code.~~
- e. ~~Buildings erected on the premises shall not exceed one story or 14 feet in height.~~
- f.e. All lighting shall be shielded to reduce glare and shall be so arranged as to direct the light away from all residential lands which adjoin the site.
- g.f. All parking shall be surfaced as required in section 78-272 ~~the general provisions~~ for off-street parking requirements.
- h.g. The off-street parking and general site layout and its relationship to all adjacent lot lines shall be reviewed by the planning commission, ~~who may impose any reasonable restrictions or requirements~~ so as to ensure that contiguous residential areas will be adequately protected.

Commented [GB7]: The schedule of regulations would allow a building to be a maximum of 2 stories/25 feet tall.

Commented [GB8]: This is redundant. The Planning Commission already has the ability to impose restrictions, conditions, and safeguards as necessary (See Sec. 78-281 (d)).

Commented [GB9]: Deleting as this land use is not prudent for this district.

- ~~(7) Colleges, universities and other such institutions of higher learning, public and private, offering courses in general, technical or religious education and not operated for profit, all subject to the following conditions:~~
 - a. ~~Any use permitted herein shall be developed only on sites of at least 40 acres in area, and shall not be permitted on any portion of a recorded subdivision plat.~~

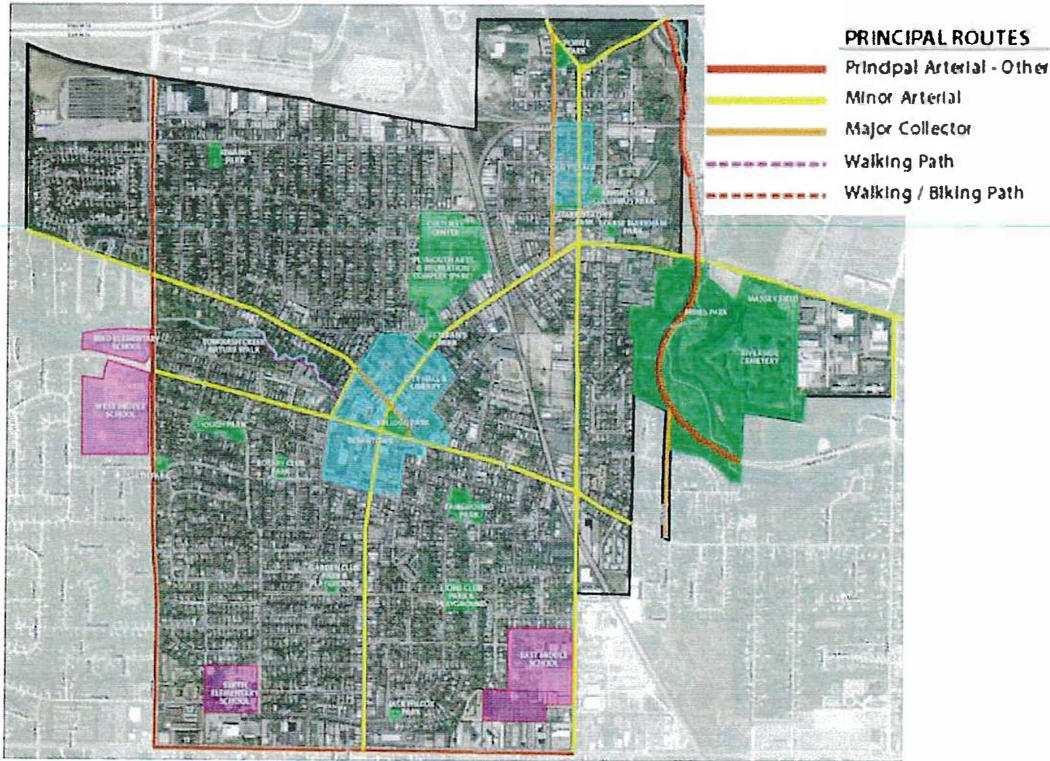
b. No building shall be closer than 80 feet to any property line.

(87) Bed and breakfast operations shall be located only on major collector, minor arterial, or principal arterial – other as designated by the Michigan Department of Transportation on major or collector thoroughfares as designated in the city's master plan and shall further be subject to section 78-2847.

(98) Accessory ~~buildings and~~ uses customarily incident to any of the above special land uses.

Commented [GB10]: As stated above, the map below indicates the MDOT classifications.

Commented [GB11]: This section should only pertain to the land use. Accessory building regulations are covered in another section.



Sec. 78-52. Special land uses permitted after review and approval.

The following uses may be permitted by the planning commission subject to ~~section article 23, the review and approval of the site plan by the planning commission,~~ and the imposition of special conditions which, in the opinion of the commission, are necessary to ensure that the land use or activity authorized is compatible with adjacent uses of land, the natural environment and the capacities of public services and facilities affected by the land use, ~~and subject further to a public hearing held in accord with section 78-281:~~

Commented [GB12]: The correct reference is to "article 23".

- (1) Religious institutions and other facilities normally incidental thereto subject to section ~~78-296~~ 300.
- (2) Parochial and private elementary, intermediate or secondary schools offering courses in general education, not operated for profit ~~section~~.
- (3) Uses and buildings of the city (without storage yards).
- (4) Group day care home for children subject to section 78-294.
- (5) Adult foster care small group home subject to section 78-295.
- (6) Private ~~non-commercial~~ recreational areas, institutional or community recreation centers or personal use non-profit swimming pool clubs, all subject to the following conditions:
 - a. ~~The proposed site, for any of the uses permitted herein, which would attract persons from or are intended to serve areas beyond the immediate neighborhood, shall have at least one property line abutting a major collector minor arterial, or principal arterial – other as designated by the Michigan Department of Transportation thoroughfare as designated on the major thoroughfare plan.~~
 - b. The front yard setback shall be 25 feet. The side yard setback shall be 6 feet when a lot line is interior and shall be 15 when abutting a street. The rear yard setback shall be 35 feet. The Planning Commission may modify the setback requirement where, in unusual circumstances, no good purpose would be served by compliance with the requirements of the article. Front, side and rear yards shall be at least 80 feet wide, and shall be landscaped in trees, shrubs and grass. All such landscaping shall be maintained in a healthy condition.
 - c. Off-street parking shall be provided so as to accommodate not less than 1/2 of the member families and/or individual members. The planning commission may modify ~~recommend the modification~~ of the off-street parking requirements ~~to the zoning board of appeals~~ in those instances wherein it is specifically determined that the users will originate from the immediately adjacent areas, and will, therefore, be pedestrian. Prior to the issuance of a building permit ~~or zoning compliance permit~~, bylaws of the organization and such other information of the organization ~~as determined by the zoning board of appeals~~ shall be provided in order to establish the membership involved for confirming computing the off-street parking requirements. In those cases wherein the proposed use or organization does not have bylaws or formal membership, the off-street parking requirement shall be determined by the planning commission on the basis of usage.
 - d. Whenever a swimming pool is constructed under this ~~chapter~~ section, such pool area shall be provided with a protective fence six feet in height and entry shall be provided by means of a controlled gate and in accordance with the state building codes.
 - e. ~~Buildings erected on the premises shall not exceed one story or 14 feet in height.~~
 - e. All lighting shall be shielded to reduce glare and shall be so arranged as to direct the light away from all residential lands which adjoin the site.
 - f. All parking shall be surfaced as required in section 78-272 ~~the general provisions~~ for off-street parking requirements.
 - g. The off-street parking and general site layout and its relationship to all adjacent lot lines shall be reviewed by the planning commission, ~~who may impose any reasonable restrictions or requirements~~ so as to ensure that contiguous residential areas will be adequately protected.
- (7) ~~Colleges, universities and other such institutions of higher learning, public and private, offering courses in general, technical or religious education and not operated for profit, all subject to the following conditions:~~
 - a. ~~Any use permitted herein shall be developed only on sites of at least 40 acres in area, and shall not be permitted on any portion of a recorded subdivision plat.~~
 - b. ~~No building shall be closer than 80 feet to any property line.~~

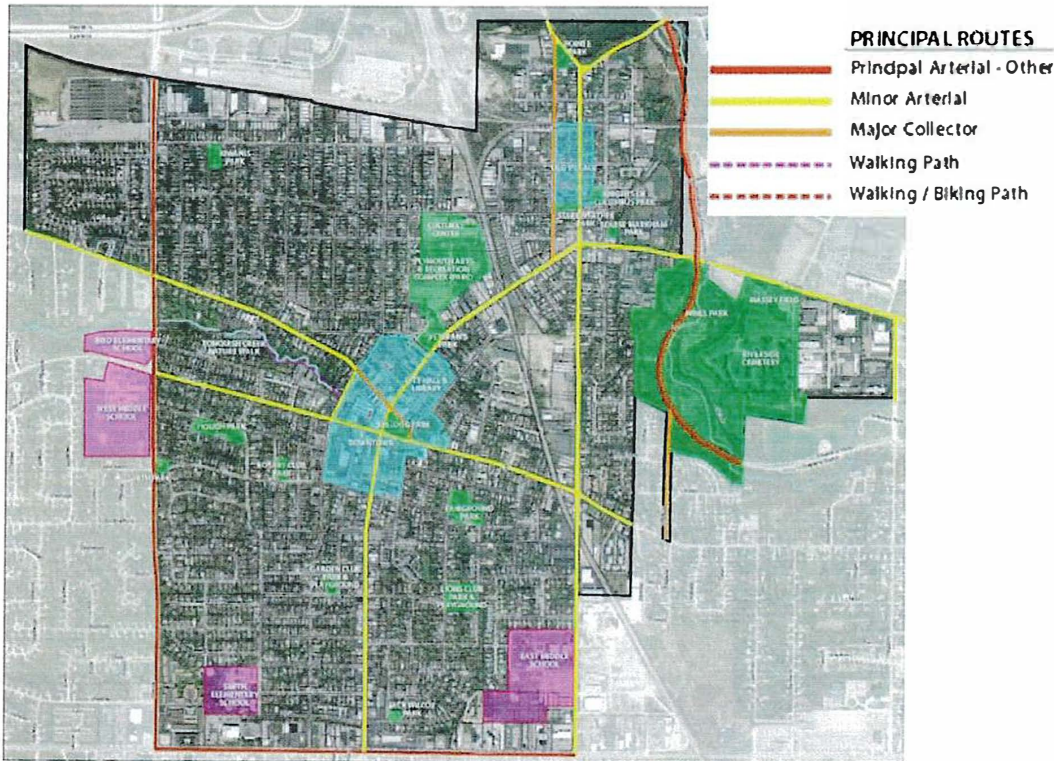
Commented [GB13]: This requirement is included in 78-42 and to be consistent, should be included here too.

Sec. 78-296. Religious institutions.

(a) The following regulations shall apply to all religious institutions, ~~including churches, synagogues, temples,~~ and any associated structures utilized for educational purposes:

- ~~(1) Lot width. The minimum lot width for religious institutions shall be 200 feet.~~
- ~~(2) Lot area. The minimum lot area for religious institutions shall be three acres.~~
- ~~(3) Parking setback. Off-street parking shall be prohibited in the required front setback area, and within 15 feet of the rear or side property line.~~
- (24) **Building setback.** Religious institutions shall comply with the following building setback requirements:
 Front yard: 25 50-feet
 Side Yards: 15 30-feet
 Rear yards: 35 50-feet
- (53) **Frontage and access.** Religious institutions shall be located on major collector, minor arterial, or principal arterial – other as designated by the Michigan Department of Transportation streets which have a paved road having an existing or proposed right-of-way at least 86-feet.
- ~~(6) Landscaping. Religious institutions shall comply with the landscaping requirements set forth in this chapter.~~
- ~~(7) Sole use of site. Religious institutions and associated educational facilities shall be the sole use of the site and shall not be located in a multi-tenant building.~~

Commented [GB14]: References the parking lot landscaping requirements of Sec. 78-203, which is already required as part of the site plan review.



Please note that Sec. 78-296 only applies to religious institutions as a special land use. Religious institutions are special land uses in R-1, RT-1, and RM-1 and RM-2, as shown in the zoning matrix below:

| Zoning District | R-1 | RT-1 | RM-1 RM-2 | O-1 | O-2 | B-1 | B-2 | B-3 | ARC | MU | I-1 | I-2 |
|------------------------------------|-----|------|--------------|-----|-----|-----|-----|-----|-----|----|-----|-----|
| Assembly | | | | | | | | | | | | |
| Private clubs and lodge halls | | | | P | | P | | P | | S | | |
| Meeting halls and related services | | | | P | P | P | | | | | | |
| Theaters or assembly halls | | | | | | | P | P | S | | | |
| Churches | S | S | S | P | | | | | P | P | | |

Sec. 78-100. Intent.

The B-2, central business district is designed to serve the entire municipal area by providing prime retail frontage for a variety of retail stores and personal service establishments. The district regulations are designed to promote convenient pedestrian shopping and the stability of retail development by encouraging a continuous retail frontage and by prohibiting automotive related services and non-retail uses which tend to break up such continuity.

The B-2, central business district provides the central gathering place and commercial area of the city, accommodating pedestrian access to local businesses, restaurants, and entertainment, as well as office and upper-level residential uses. It serves the retail, office, convenience, and service needs of the entire City. The central business district promotes uses which provide convenient pedestrian shopping and services along a continuous retail frontage. Much of the district is served by centralized parking.



Plymouth Planning Commission
Regular Meeting Minutes
Wednesday, March 11, 2026 - 7:00 p.m.
Plymouth City Hall 201 S. Main

City of Plymouth
Plymouth, Michigan 48170-1637

www.plymouthmi.gov
734-463-1234

1. CALL TO ORDER

Chair Hollie Saraswat called the meeting to order at 7:01 p.m.

Present: Chair Saraswat, Vice Chair Kyle Medaugh, Commissioners Sidney Filippis, Zach Funk, Don Webb, Katie Rossie, and Marni Schroeder

Absent: Commissioners Joe Hawthorne and Dave Scott

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

2. CITIZENS COMMENTS

None.

3. APPROVAL OF MEETING MINUTES

Funk offered a motion, seconded by Webb, to approve the minutes of the February 11, 2026 meeting.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

4. APPROVAL OF THE AGENDA

Filippis offered a motion, seconded by Medaugh, to approve the agenda for March 11, 2026.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

5. COMMISSION COMMENTS

None.

6. PUBLIC HEARINGS

a. Amendment to Zoning Ordinance Secs. 78-42, 78-52, 78-296; 78-100

Director Bolhuis provided background on the zoning audit project that began in January 2022, explaining the process of identifying inconsistencies and outdated language in the zoning ordinance. She detailed the work of the zoning audit subcommittee formed in May 2025.

Chair Saraswat opened the public hearing for Secs. 78-42 and 78-52 at 7:10 p.m.

There were no comments online or in-person.

Chair Saraswat closed the public hearing at 7:10 p.m.

Medaugh noted the primary change was cleaning up language regarding private recreation areas. Rossie provided editing comments to ensure the sections match each other and suggested adding specific section references for parking requirements.

Filippis offered a motion, seconded by Webb, to recommend to the City Commission the approval of amendments to zoning ordinance sections 78-42 and 78-52 with edits as discussed.

There was a roll call vote.

YES: Rossie, Filippis, Funk, Webb, Schroeder, Medaugh, Chair Saraswat
MOTION PASSED UNANIMOUSLY

Chair Saraswat opened the public hearing for Sec. 78-296 at 7:17 p.m.

Mary Thomas, 1410 Linden, expressed concerns about the proposed amendments to the required setbacks of religious institutions.

Chair Saraswat closed the public hearing at 7:20 p.m.

Commissioners clarified that these proposed changes were identified in the 2022 zoning audit and were flagged as overly suburban in nature.

Medaugh offered a motion, seconded by Schroeder, to recommend to the City Commission the approval of amendments to zoning ordinance section 78-296.

There was a roll call vote.

YES: Rossie, Filippis, Funk, Webb, Schroeder, Medaugh, Chair Saraswat
MOTION PASSED UNANIMOUSLY

Chair Saraswat opened the public hearing for Sec. 78-100 at 7:33 p.m.

There were no comments online or in-person.

Chair Saraswat closed the public hearing at 7:33 p.m.

Filippis offered a motion, seconded by Funk, to recommend to the City Commission the approval of amendments to zoning ordinance section 78-100.

There was a roll call vote.

YES: Rossie, Filippis, Funk, Webb, Schroeder, Medaugh, Chair Saraswat
MOTION PASSED UNANIMOUSLY

7. OLD BUSINESS

There was no old business.

8. NEW BUSINESS

a. SP26-01 857 Penniman: Site plan review for change of use from salon to restaurant

Quick Zoning Ordinance Update – Last Updated March 27, 2026

Based on the Planning Commission workbooks and discussion, the items below from the Zoning Audit are included in a quick Zoning Ordinance update. The page numbers after each task refer to the page number of the [Zoning Audit Report and Implementation](#) which was last updated in February 2026.

Update the Schedule of Regulations to specifically define a zero foot minimum front yard setback and 12 foot maximum setback for the B-2 District. *Page 3.*

- [Sec. 78-190](#)
- Introduced to Sub-Committee 3/23/2026

Make the following changes to comply with state laws, federal laws, and case law:

1. *Change the notice requirements for special land use to not less than 15 days before the date of the hearing. Page 15.*
 - [SEC. 78-281](#)
 - Introduction to Sub-Committee 6/23/2025
 - Discussed by Sub-Committee 9/22/2025
 - Discussed by Sub-Committee 10/27/2025
 - Introduced to Planning Commission 11/12/2025
 - Public Hearing 12/10/2025
 - First reading by City Commission 2/2/2026
 - Second reading by City Commission 2/17/26
 - Published 2/25/2026
 - Effective 2/26/2026
2. *Update Section 78-377 by changing item (c) to state that "Public hearings for an amendment to this title, or the zoning map, that affects more than ten adjacent properties shall only require notice in a newspaper", with the added text in bold, italicized font. Page 15.*
 - [SEC. 78-377](#)
 - Introduction to Sub-Committee 6/23/2025
 - Discussed by Sub-Committee 9/22/2025
 - Discussed by Sub-Committee 10/27/2025
 - Introduced to Planning Commission 11/12/2025
 - Public Hearing 12/10/2025
 - First reading by City Commission 2/2/2026
 - Second reading by City Commission 2/17/26
 - Published 2/25/2026
 - Effective 2/26/2026
3. *Amend Section 78-406 for Notices for the Zoning Board of Appeals to reference the not less than 15-day window by mail and in the newspaper. Page 15.*
 - [SEC. 78-406](#)
 - Introduction to Sub-Committee 6/23/2025
 - Discussed by Sub-Committee 9/22/2025
 - Discussed by Sub-Committee 10/27/2025
 - Introduced to Planning Commission 11/12/2025
 - Public Hearing 12/10/2025
 - First reading by City Commission 2/2/2026
 - Second reading by City Commission 2/17/26
 - Published 2/25/2026
 - Effective 2/26/2026
4. *Update regulations in Section 78-296 for religious institutions to comply with the Religious Land Use and Institutionalized Persons Act (RLUIPA), by eliminating specific landscaping requirements, confirming with the City Attorney that religious institutions cannot occupy a portion of a multi-tenant building, and examine allowance of meeting halls, private clubs and related services in the O-1 and B-3 zoning districts. Page 24.*
 - Anticipate introduction to Sub-Committee in March/April 2026
5. *Consult with the City Attorney as to whether the Child Care Center and Group Day Care homes with an annual compliance permit is allowed and whether the current regulations for these uses comply with state licensing requirements and the Americans with Disabilities Act. Page 24.*
 - Anticipate introduction to Sub-Committee in March/April 2026

Change outdated references:

6. Change the reference when uses are required to “be located only on major or collector thoroughfares as designated in the city’s master plan” to major arterials and major collectors on the National Functional Classification designation, maintained by the State of Michigan. *Page 15.*
 - **SEC. 78-42, 78-52, 78-181**
 - Introduction to Sub-Committee 6/23/2025
 - Discussed by Sub-Committee 9/22/2025
 - Discussed by Sub-Committee 10/27/2025
 - Introduced to Planning Commission 11/12/2025
 - Public Hearing 12/10/2025
 - First reading by City Commission 2/2/2026
 - Second reading by City Commission 2/17/26
 - Published 2/25/2026
 - Effective 2/26/2026
7. Convert Section 78-133 – Uses Prohibited into performance standards or a required sign off from the Fire Department. *Page 17.*
 - **SEC. 78-133**
 - Introduction to Sub-Committee 7/28/2025
 - Discussed by Sub-Committee 9/22/2025
 - Discussed by Sub-Committee 11/19/2025
 - Introduced to Planning Commission 12/10/2025
 - Public hearing 1/14/2026
 - First reading by City Commission 2/17/2026
 - Second reading by City Commission 3/2/2026
 - Published 3/12/2026
 - Effective 3/13/2026
8. Update inconsistent or improper terms including: “special land use” instead of “special use”; “Michigan Department of Environment, Great Lakes, and Energy” or “EGLE” instead of “Michigan Department of Environmental Quality” or “MDEQ”; “religious institution” instead of “church”; and “Community Development Director” instead of “Building Official”, in most instances. *Page 25.*
 - **Special land use: SEC. 78-92, 78-102, 78-112, 78-161, 78-181, 78-216, 78-261, 78-281, 78-282, 78-295, 78-333**
 - **EGLE: SEC. 78-202, 78-313, 78-314**
 - **Religious institution: SEC. 78-21, 78-42, 78-52, 78-62, 78-71, 78-161, 78-163, 78-181, 78-204, 78-242, 78-270, 78-271, 78-282, 78-296, 78-333**
 - Introduction to Sub-Committee 7/28/2025
 - Discussed by Sub-Committee 9/22/2025
 - Discussed by Sub-Committee 11/19/2025
 - Introduced to Planning Commission 12/10/2025
 - Public hearing 1/14/2026
 - First reading by City Commission 2/17/2026
 - Second reading by City Commission 3/2/26
 - Published 3/12/2026
 - Effective 3/13/2026
 - Please note that the change from “Building Official” to “Community Development Director” in anticipated to be introduced in March/April 2026.
9. Change “tavern” in Section 78-111 – Principal uses permitted in the B-3 Zoning District to “bar/lounge” since tavern is not used elsewhere. *Page 26.*
 - **SEC. 78-111**
 - Introduction to Sub-Committee 6/23/2025
 - Discussed by Sub-Committee 9/22/2025
 - Discussed by Sub-Committee 10/27/2025
 - Introduced to Planning Commission 11/12/2025
 - Public Hearing 12/10/2025
 - First reading by City Commission 2/2/2026
 - Second reading by City Commission 2/17/26
 - Published 2/25/2026
 - Effective 2/26/2026

Allow for modern uses:

10. Allow for e-commerce options in the B-1, B-2, ARC and MU Zoning Districts. In those zoning districts, the principal use allowing similar uses has a restriction that, "All businesses establishments shall be retail or service establishments dealing directly with consumers. All goods produced on the premises shall be sold at retail from the premises where produced." The last sentence could be construed to not allow e-commerce to be part of the business. *Page 18.*

- SEC. 78-91, 78-101, 78-182
 - Introduction to Sub-Committee 6/23/2025
 - Discussed by Sub-Committee 9/22/2025
 - Discussed by Sub-Committee 10/27/2025
 - Introduced to Planning Commission 11/12/2025
 - Public Hearing 12/10/2025 – Postponed
 - Please note that updating language for e-commerce in the ARC District is currently in discussion with Plymouth Township and will continue into 2026.
- Recommended to City Commission 1/14/2026
 - First reading by City Commission 3/2/2026
 - Second reading by City Commission 3/16/26
 - Published X/X/2026
 - Effective X/X/2026

Eliminate suburban standards:

11. Decrease large minimum lot sizes and setbacks for specific uses: private non-commercial recreational areas, institutional or community recreation centers or non-profit swimming pool clubs; universities; hospitals; convalescent or nursing homes; and religious institutions. *Page 19.*

- Sec. 78-42, Sec. 78-52, Sec. 78-62, 78-296
- Introduction to Sub-Committee 8/18/2025
- Discussed by Sub-Committee 9/22/2025
- Discussed by Sub-Committee 12/17/2025
- Introduced to Planning Commission 1/14/2026 – postponed 78-62
- Public hearing for Sec. 78-42, 78-52, and 78-296 3/11/2026
- First reading by City Commission 4/6/2026

Streamline and clarify processes:

12. Consider allowing instances where a plot plan, instead of a full site plan application, could be submitted. For instance, the re-use of an existing building for special land use likely would not necessitate the level of detail required for a site plan application. *Page 24.*

- Sec. 78-247 through 78-248
- Introduction to Sub-Committee 8/18/2025
- Discussed by Sub-Committee 9/22/2025
- Discussed by Sub-Committee 1/26/2026

13. List those special uses which require site plan review in Article XX.

- Anticipate introduction to Sub-Committee in March/April 2026

14. Place amendment regulations in its own article with specific standards and process descriptions. Specific sections would include in general, rezonings (map amendments), text amendments and conditional rezonings. *Page 25.*

- Sec. 78-424 through 78-427
- Introduction to Sub-Committee 8/18/2025
- Discussed by Sub-Committee 9/22/2025
- Discussed by Sub-Committee 1/26/2026

15. Pivot section 78-385 to a description of planning commission powers, duties and responsibilities, as enabled by state law. This section should include: the number of and process for appointing Planning Commission members, officers, bylaws, meetings, annual report, compliance with the Open Meetings Act, and preparation of a Master Plan. *Page 25.*

- Anticipate introduction to Sub-Committee in March/April 2026

16. Include the Planning Commission's ability to investigate, require information, place conditions and the time limitation of their approval into regulations for site plan, special land use and nonconformance approvals. *Page 25.*
 - Anticipate introduction to Sub-Committee in March/April 2026

Update definitions:

17. Review all definitions for consistent usage, including "average grade" and "usable floor area." *Page 26.*
 - Anticipate introduction to Sub-Committee in March/April 2026
18. Review definitions such as "nuisance" to match, where appropriate, those in other City ordinances, with the assistance of the City Attorney. *Page 26.*
 - Anticipate introduction to Sub-Committee in March/April 2026
19. Update all definitions for modern understanding. For instance, "video rental establishments" could be consolidated into a service use or eliminated. *Page 26.*
 - Anticipate introduction to Sub-Committee in March/April 2026
20. Remove regulatory language from definitions where possible, such as removing the reference to "one-story" in the convenience grocery store definition and "separated from each other by a "firewall" from the townhome/rowhouse definition. *Page 26.*

| | |
|--|---|
| <ul style="list-style-type: none"> • Introduction to Sub-Committee 6/23/2025 • Discussed by Sub-Committee 9/22/2025 • Discussed by Sub-Committee 10/27/2025 • Introduced to Planning Commission 11/12/2025 | <ul style="list-style-type: none"> • Public Hearing 12/10/2025 • First reading by City Commission 2/2/2026 • Second reading by City Commission 2/17/26 • Published 2/25/2026 • Effective 2/26/2026 |
|--|---|
21. Remove definitions not used outside of Article II; billboard, delicatessen, mechanical amusement device, rooming house, mobile home park/manufactured home community (due to exceptions per state law for this use, consultation with the City Attorney is recommended). *Page 26.*

| | |
|--|---|
| <ul style="list-style-type: none"> • Introduction to Sub-Committee 6/23/2025 • Discussed by Sub-Committee 9/22/2025 • Discussed by Sub-Committee 10/27/2025 • Introduced to Planning Commission 11/12/2025 | <ul style="list-style-type: none"> • Public Hearing 12/10/2025 • First reading by City Commission 2/2/2026 • Second reading by City Commission 2/17/26 • Published 2/25/2026 • Effective 2/26/2026 |
|--|---|
22. Use graphics to simplify definitions when possible. *Page 26.*
 - Anticipate discussion by Sub-Committee in March/April 2026

Improve organization and navigability:

23. Consolidate all fence regulations into a single place, with the fence section of the Zoning Ordinance or the City's Fence Ordinance. *Page 26.*
 - **SEC. 78-208 – 78-209**
 - Introduction to Sub-Committee 7/28/2025
 - Discussed by Sub-Committee 9/22/2025
 - Discussed by Sub-Committee 11/19/2025
 - Introduced to Planning Commission 12/10/2025
 - Public hearing 1/14/2026
 - Discussed by Sub-Committee 2/23/2026
 - Discussed by Sub-Committee 3/23/2026

24. Consolidate the "Vested Right" sections in Article I and Article XXVII. *Page 26.*

- SEC. 78-6, 78-386
- Introduction to Sub-Committee 7/28/2025
- Discussed by Sub-Committee 9/22/2025
- Discussed by Sub-Committee 11/19/2025
- Introduced to Planning Commission 12/10/2025
- Public hearing 1/14/2026
- First reading by City Commission 2/17/2026
- Second reading by City Commission 3/2/2026
- Published 3/12/2026
- Effective 3/13/2026

~~25. Examine and update setbacks for generator location requirements in Section 78-217 — Projections into setbacks, based on recent variance requests.~~

26. Update the Intent of the B-2 Zoning District to reflect the description of the Central Business District Future Land Use Category in the Master Plan. *Page 16.*

- SEC. 78-100
- Introduced to Sub-Committee 1/28/2026
- Introduced to Planning Commission 2/11/2026
- Public hearing 3/11/2026
- First reading by City Commission 4/6/2026

RESOLUTION

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

WHEREAS The Planning Commission of the City of Plymouth reviewed the proposed zoning ordinance amendments which update Sections 78-42, 78-52, 78-296, and 78-100 of the City's Zoning Ordinance, and

WHEREAS The Planning Commission held a public hearing on March 11, 2026 to receive public comment about the zoning ordinance amendments, and

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

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

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve the zoning ordinance amendments to Sections 78-42, 78-52, 78-296, and 78-100.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the City Commission will hold a second reading of the proposed zoning ordinance amendments at their next regular 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: Chris S. Porman, City Manager
CC: S:\Manager\Porman Files\Memorandum - Assessing Contract Renewal 04-06-26.docx
Date: March 31, 2026
RE: Assessing Contract Renewal

Background

Members of the City Commission may be aware that at one time the City had in-house Assessing Staff that were on the City Payroll. Approximately twenty-two years ago the City privatized that service in an effort to reduce costs. The privatization of Assessing Services has proved to be cost effective and has provided excellent service to our residents. The current assessing contract with Wayne County Appraisal expires next month.

We have reviewed the renewal contract from WCA Assessing to continue to provide this as a professional services contract. The contractor has proposed a five-year contract, which would expire in 2031. This new contract calls for price increases in each year of the contract, but well within the expectations of the Finance Director and what other organizations were seeing in the field.

It should also be noted that Wayne County Appraisal is the vendor for appraisal services in almost all western Wayne County as well as eastern Washtenaw County and many other areas. They provide a very high level of service to the City and to our residents. If we were in Oakland County, the County would be handling this task, but in Wayne County, it is up to each municipality to handle their assessing process. We looked at other assessing firms and many do not operate in the Western Wayne County area as they do not have enough clients in the area to make it worthwhile. Firms tend to focus on specific geographic areas.

Without other larger firms to compare against, we also looked at in-house paid staff. Comparing the cost and benefits of other similar sized communities, we could expect to pay approximately the same as the contract price; however, that does not come with the backing and experience of a firm such as WCA and as such, we believe that using an outside contractor is more efficient and cost effective.

Recommendation:

The City Administration recommends that the City Commission authorize a professional services contract between the City and Wayne County Appraisal, LLC for assessing services for the City of Plymouth. This firm has provided our residents with excellent service, and they have extensive knowledge of real estate values and trends in our area of the County.

ASSESSMENT CONTRACT
FOR CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN

DRAFT

WHEREAS, City of Plymouth, hereinafter called "City", with its principal offices located at 201 S. Main, Plymouth, Michigan, 48170, is interested in having all real property and all personal property assessed and having said assessments maintained on an annual basis.

WHEREAS, WCA Assessing, with principal offices located at 38110 Executive Drive, Suite 200, Westland, Michigan 48185, hereinafter called the "Company", is interested in the contract for assessment and maintenance work for City property effective May 1, 2026;

IT IS THEREFORE AGREED:

1. Company agrees to plan, administer and provide overall supervision of property appraisal programs for assessment purposes; maintain appropriate levels of qualified staff to ensure work is completed to achieve overall department goals. The company is familiar with the laws, regulations and directives regarding the appraisal of real and personal property for assessment purposes with the State of Michigan.
2. Company has policies and procedures for staff in determining true cash value of assessable real and personal property including locating, identifying and inventorying quantity and characteristics of the property for determining the appropriate value and classification. During the term of this agreement, an Advanced Michigan Assessing Officer, or Master Michigan Certified Assessing Officer shall act as the assessor of record and supervise the preparation of all assessment rolls during the period covered by this contract, utilizing the services and personnel proposed herein.
3. Company agrees to respond to inquiries and requests for assessment information from the public. The City agrees to provide office space within the City Hall, or other City owned buildings for the completion of the terms of this contract. The office space shall be made available so as to not impede the performance of the department. Any days in which the Company is scheduled to be in the office but the office is closed due to holidays, acts of God, educational purposes, or any other causes beyond the control of the Company, shall be considered included within the hours to complete this agreement. The purpose of office hours are:

- To meet with City staff to answer questions and give advice;
 - To be available to assist with providing information and answering inquiries of taxpayers/residents/others.
 - Serves as a liaison between the City and prospective business and industry investors; acts as a resource for City citizens by responding to inquiries and interpreting State laws.
 - To perform certain other functions as described herein.
4. Company agrees to oversee maintenance of departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels, ownership transfers, and strives to identify new/improved methods for carrying out the responsibilities of the department.
 5. Company agrees to represent the City in defending assessments appealed to the Michigan Tax Tribunal (MTT). The company shall be available to defend all assessments to the MTT as needed during this contract.
 6. If Company is retained by the City, the City agrees that responses to the Full MTT shall be prepared by the Company's legal staff. City agrees to provide full cooperation with Company's legal staff. Should expert witnesses and/or preparation of respondent's valuations disclosures be necessary, the Company shall notify the City Manager of such requirement.
 7. Company agrees throughout the term of this contract to provide field inspections of all properties as necessary; to perform assessment ratio studies to determine true cash value; to perform personal property canvasses to ensure all personal property is equitably assessed; to update property records and ensure notification of annual assessment changes. All assessments completed by Company throughout the term of this contract will be in adherence to State Tax Commission procedures as to the valuation method, assessment manual, personal property multipliers, and general requirements. Company agrees to perform the duties of the certifying assessor for said City including but not limited to;
 - Inspect, revise, and re-evaluate property record cards with new construction, demolition, and property splits.
 - Perform neighborhood market studies and land value analyses throughout the term of this contract.
 - Prepare assessment roll(s), all county and state equalization forms and requirements as determined by the State tax Commission.
 - Provide digital photographs of all properties visited for maintenance purposes.

- Working with the Building Department to ensure all new property is equitably assessed.
 - Prepare all new property record cards in compliance with State tax Commission requirements.
 - Attend, prepare, and work with all Boards of Review.
 - Assist City in establishment of any IFT, CFT, DDA, TIFA, Brownfield, or other statutory tax incentive program as established by the legislature.
8. Company agrees to meet with the City Manager and/or other designated staff of the City to review progress that the Company has made towards meeting the terms of this proposal/agreement, preparation of assessment rolls, and other matters parties deem necessary to review. In addition the Company will suggest any budgetary information necessary to upgrade and/or improve the City's assessment process.
9. City agrees that in addition to the responsibilities provided herein, the staff of the City shall provide full and reasonable cooperation to the Company in completion of the herein-stated services.
10. The Company shall be liable to the City, and hereby agrees to indemnify, defend and hold the City harmless but only to the extent of its insurance coverage set forth below, against all claims covered by said insurance coverage arising out of the performance of the services rendered hereunder caused by any negligent conduct, intentional conduct, or act of the Company or any of its employees in the performance of this contract that are covered by the policies listed in subparagraphs "a" through "c" below.

The Company will carry the following insurance coverage at all times during this agreement:

a. Comprehensive general liability insurance covering the Company and the City in the project with not less than the following limits of liability; bodily injury or death, \$1,000,000 each person and subject to the same limit for each person; \$1,000,000 for two or more persons in any occurrence; property damage, \$1,000,000 each occurrence; \$2,000,000 annual aggregate. The Company agrees to list the City as additionally insured on this policy.

b. Worker's Disability Compensation Insurance, securing compensation for the benefit of the employees of the Company, as required by Worker's Disability Compensation Act of State of Michigan.

c. The Company shall also carry professional liability and errors and omissions insurance with not less than \$2,000,000 limit of liability for each claim and in the aggregate including claim expenses. However, the City understands that it cannot be listed an additional insured under this type of policy. Should the City or its officers, directors, employees, and elected officials ever be held financially liable for any error or omission of the Company and seek indemnification from Company as a result thereof, under no circumstance shall the Company's cumulative liability to the City or its officers, directors, employees and elected official exceed the coverage of the errors and omissions policy referenced herein.

All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Michigan. As soon as practicable upon execution of this contract and upon commencing any performance hereunder, the Company shall deposit with the City the previously mentioned policies of insurance or certificates therefore. During the duration of this contract, a copy of said insurance or certificate shall be given to the City Clerk at the beginning of each year.

11. The Company shall not be held liable for any damages caused by strikes, explosions, war, fire or act of nature that might stop or delay the progress of work. In the event of a claim against the City relating to any act or failure to act of the Company that is not covered by the insurance coverage as set forth above, the City has no right to indemnification from Company.
12. The City and Company agree that the relationship of the City and Company is that of a client and contractor and not of that of an employer and employee and should not be construed as such.
13. In the event that the Company shall not be in substantial compliance with the terms of this agreement, the City shall give the Company written notice of said breach and thirty (30) days to cure the breach. If the Company fails to cure the breach within thirty (30) days after such notice, the City may terminate this Contract immediately without further notice or liability to the Company, other than for permitted fees and expenses accrued through the date of termination.
14. The City and Company agree that the Company shall not assign or transfer neither this agreement nor any portion therein without first receiving written approval from the other party.

15. The City agrees to pay the Company as follows;

May 1, 2026 to April 30, 2027.....\$ 81,750 annually
May 1, 2027 to April 30, 2028.....\$ 85,838 annually
May 1, 2028 to April 30, 2029.....\$ 90,130 annually
May 1, 2029 to April 30, 2030.....\$ 94,636 annually
May 1, 2030 to April 30, 2031.....\$ 99,368 annually

The payments shall be made in twelve (12) equal installments due on the fifteenth (15th) day of each month. The CPI used as the basis of adjustments will be the inflation rate multiplier as published by the State of Michigan State Tax Commission as used in the assessment process.

16. The City's representation for all Michigan Tax Tribunal petitions **not in the Small Claims Division**, shall be provided by Company's para legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

May 1, 2026 to April 30, 2027.....\$\$185.62 / Hourly
May 1, 2027 to April 30, 2028.....\$\$194.90/ Hourly
May 1, 2028 to April 30, 2029.....\$\$204.64 / Hourly
May 1, 2029 to April 30, 2030.....\$\$214.87 / Hourly
May 1, 2030 to April 30, 2031.....\$\$225.62 / Hourly

17. The City's representation for all Michigan Tax Tribunal petitions not in the Small Claims Division **relative to Tribunal Hearings**, shall be provided by Company's legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

May 1, 2026 to April 30, 2027.....\$\$235.63 / Hourly
May 1, 2027 to April 30, 2028.....\$\$247.41 / Hourly
May 1, 2028 to April 30, 2029.....\$\$259.78 / Hourly
May 1, 2029 to April 30, 2030.....\$\$272.77 / Hourly
May 1, 2030 to April 30, 2031.....\$\$286.41 / Hourly

18. MICHIGAN TAX TRIBUNAL APPRAISAL SERVICES PLUS SPECIAL PROJECTS
 Appraisal services rendered by the Company in Full Claims Michigan Tax Tribunal matters, and or any special services approved by the City, shall be provided to the City at the rate of:

| | 05/01/26 | 05/01/27 | 05/01/28 | 05/01/29 | 05/01/30 |
|-----------------------|----------|----------|----------|----------|----------|
| Title | 04/30/27 | 04/30/28 | 04/30/29 | 04/30/30 | 04/30/31 |
| Appraiser Aide | \$56.07 | \$58.87 | \$61.82 | \$64.91 | \$68.15 |
| Appraiser | \$77.54 | \$81.42 | \$85.49 | \$84.44 | \$88.66 |
| Level III Appraiser . | \$137.90 | \$144.80 | \$152.04 | \$159.64 | \$167.62 |
| Assessor | \$157.98 | \$165.88 | \$174.17 | \$182.88 | \$192.02 |

Hourly fees include clerical costs and overhead for the Company.

19. Michigan Tax Tribunal appraisal services and requested special projects are separate from normal assessment and appraisal functions.
20. The City and Company agree that the term of this contract shall begin May 1, 2026 and expire April 30, 2031. The term of this agreement may be extended, by amendment, if mutually agreed upon in writing by each party.
21. The City and Company agree this contract is entered into subject to the charter and ordinances of the City and the applicable laws of the State of Michigan.
22. The Company agrees that in the performance of this contract neither the Company nor any person acting on its behalf will refuse to employ or refuse to continue in any employment any person because of race, creed, color, national origin, sex, or age. The Company will in all solicitations or advertisements for employees placed by or on behalf of the Company state that all qualified applicants shall be considered for employment without regard to race, creed, color, national origin, sex, or age.
23. The Company shall acknowledge receipt of and comply with the City's ethics policy, computer usage policy or other signed documents
24. The City agrees the Mayor and City Clerk possess complete authority by resolution of the City Council or otherwise to execute this agreement on behalf of the City.

WITNESSES:

WCA ASSESSING:

By: _____
Doug Shaw, for WCA Assessing,
as its Member

WITNESSES:

CITY OF PLYMOUTH:

By: _____
Linda Filipczak, MAYOR

By: _____
Maureen Brodie, CITY CLERK

STATE OF MICHIGAN)

)ss

COUNTY OF WAYNE)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on the _____ day of _____,

20____, Doug Shaw doing business as WCA Assessing, known to me to be the person whose name is subscribed to on the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

NOTARY PUBLIC

_____ County, Michigan

My Commission Expires: _____

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

Be it remembered that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Linda Filipczak, Mayor for City of Plymouth, and Maureen Brodie, City Clerk for City of Plymouth, a Municipal Corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Michigan, known to me to be the persons who executed the foregoing instrument of writing on behalf of said Municipal Corporation, and such persons duly acknowledged the execution of the same to be their act and deed of said Municipal Corporation.

In testimony whereof, I have hereunto set my hand and affixed by official seal the day and year last above written.

NOTARY PUBLIC

_____ County, Michigan

My Commission Expires: _____

Communities We Serve

WCA Assessing

City of Albion
Year Started: 2023

City of Garden City
Year Started: 2008

City of Highland Park
Year Started: 2015

Ann Arbor Township
Year Started: 1991

City of Gibraltar
Year Started: 2009

Township of Highland
Year Started: 2019

City of Battle Creek
Year Started: 2021

City of Grosse Pointe
Year Started: 2015

Huntington Woods
Year Started: 2025

City of Belleville
Year Started: 2011

City of Grosse Pointe Farms
Year Started: 2021

Township of Huron
Year Started: 2022

City of Berkley
Year Started: 2025

City of Grosse Pointe Park
Year Started: 2015

City of Inkster
Year Started: 2014

Township of Brownstown
Year Started: 2025

Village of Grosse Pointe Shores
Year Started: 2016

City of Kalamazoo
Year Started: 2012

Canton Township
Year Started: 1982

Leroy Township
Year Started: 2026

City of Chelsea
Year Started: 2009

City of Grosse Pointe Woods
Year Started: 2016

Lyndon Township
Year Started: 2020

City of Flat Rock
Year Started: 2018

Township of Hamburg
Year Started: 2021

City of Milan
Year Started: 2018

City of Galesburg
Year Started: 2020

City of Harper Woods
Year Started: 2013

Milford Township
Year Started: 2025

Northville Township
Year Started: 1988

City of River Rouge
Year Started: 2015

Township of Van Buren
Year Started: 2021

City of Oak Park
Year Started: 2016

City of Riverview
Year Started: 2016

City of Wayne
Year Started: 2013

Pennfield Township
Year Started: 2024

City of Romulus
Year Started: 2026

City of Westland
Year Started: 2012

City of Plymouth
Year Started: 2004

City of Saline
Year Started: 2025

City of Wixom
Year Started: 2025

Plymouth Township
Year Started: 1983

City of Southgate
Year Started: 2016

City of Wyandotte
Year Started: 2016

City of Portage
Year Started: 2022

City of Springfield
Year Started: 2024

City of Ypsilanti
Year Started: 2011

Putnam Township
Year Started: 2024

Sumpter Township
Year Started: 2013

Redford Township
Year Started: 2006

City of Taylor
Year Started: 2019

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

RESOLUTION

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

WHEREAS The City of Plymouth is required by State Law to provide certain assessing services for the establishment of values for tax purposes, and

WHEREAS The City of Plymouth has used a private firm to provide this service over the past several years, with excellent service levels for our property owners, and

WHEREAS From time to time it is necessary to review this professional services contract and renew it, and

WHEREAS The City Administration has reviewed the new proposed contract with WCA Assessing and has found that it offers price stability, excellent service, and certain enhancements for the City in terms of pricing of special services.

NOW THEREFORE BE IT RESOLVED THAT The City Commission of the City of Plymouth does hereby authorize the Professional Services Contract between the City of Plymouth and WCA Assessing. Further, the City Commission authorizes the Mayor and the City Clerk to sign the contract on behalf of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby directed to attach a complete copy of the contract to these Meeting Minutes and to incorporate the contract into the Meeting Minutes for this City Commission 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: Chris S. Porman, City Manager
CC: S:\Manager\Porman Files\Memorandum - Cross Connection Program Renewal 04-06-26.docx
Date: March 19, 2026
RE: Cross Connection Control Program Renewal

Background

The City of Plymouth is required to have a Cross Connection Program to assess the commercial, industrial and other miscellaneous water users of our water system. This is a requirement of State of Michigan Department of Environment, Great Lakes, and Energy (EGLE) as a part of our water system operations permit. This program checks backflow preventors on our commercial/industrial water accounts with high hazard facilities tested annually and lower hazard sites tested every five years. A backflow preventor is a device that prevents water from the establishment from backing up into the City distribution system, in short, a check valve.

Many years ago, Wayne County has supplied this service to the City. The County's inspection program was provided at higher costs than the private sector and they failed to meet the number of inspections that were required by EGLE. We have been using a private sector company for these services since 2007 and they are meeting the needs of the EGLE for our Water Distribution Permit. We have also looked at doing this program in-house and our review indicated that we would need additional staffing and it would not be cost effective.

Currently our City staff is not licensed to complete this task in accordance with EGLE guidelines and frankly the private sector can complete this effort more efficiently than we could with an in-house program. Based on our examination we would not recommend that the City take this program over as our costs would be higher.

We have attached a memorandum from staff related to this matter which provides additional background information.

RECOMMENDATION:

The City Administration recommends that we continue the Cross Connection Program with Hydro Corp of Troy, Michigan in the amount of \$1,852.49 per month (\$22,230.00 annually) with approximately 5% escalators for a three-year contract. This private sector company is significantly more efficient than we could be with an in-house program. This would be a Professional Services Contract.

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.



Department of Municipal Services

1231 Goldsmith, Plymouth, MI

734-453-7737

dms@plymouthmi.gov

Date: March 10, 2026
To: Chris S. Porman, City Manager
From: Adam Gerlach, Assistant Director of Municipal Services
Re: Cross-Connection Control Program Contract Renewal

Background

The City of Plymouth has been working with HydroCorp since 2007 when HydroCorp (formerly known as HydroDesigns) initially assessed each industrial, commercial, institutional, and some miscellaneous water users within the City and applied a hazard rating for each. Every high hazard facility (car wash, funeral home, etc.) has been re-inspected each year, whereas those rated as low hazard are inspected within every five years. This is an on-going program that includes an annual report to be filed with the State of Michigan.

We are seeking a contract renewal for HydroCorp to continue to provide the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE) Safe Drinking Water Act required CCC program services to the City of Plymouth for 3 years. It should be noted that this proposal from HydroCorp is to provide Professional Services for the administration of the Cross Connection Control program for Commercial, Industrial and Institutional users.

Our current contract is set to expire on April 30, 2026. We have spoken with our Account Manager at HydroCorp to discuss the renewal proposal (see attached), which is a three-year contract with an approximately 5% annual increase each year:

Year 1: \$1,852.49 per month (\$22,230.00 per year)

Year 2: \$1,945.12 per month (\$23,341.50 per year)

Year 3: \$2,037.24 per month (\$24,447.00 per year)

Recommendation

It is our recommendation to approve the three-year contract for a total amount not to exceed \$70,018.50. We have had a positive working relationship with this company since 2007, when they began our CCC Program. I feel that at this time, it is in the best interest of the City to continue our relationship with HydroCorp as opposed to seeking out another company to effectively start over with our CCC Program. Starting over with another company would require re-assessing each facility and performing all inspections as opposed to continuing the work that HydroCorp has started. It should also be noted that HydroCorp is one of only a few providers of this service in Michigan.

We have attached written proposal from the Account Manager as reference.

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



RENEWAL SERVICE AGREEMENT



DEVELOPED FOR

Chris Porman
City of Plymouth, MI

1231 Goldsmith
Plymouth, MI, 48170

3/9/2026

PROTECTING PEOPLE, WATER, & CRITICAL PIPING INFRASTRUCTURE

For more than four decades, HydroCorp has been dedicated to advancing drinking water safety, compliance, and sustainability nationwide. Specializing in cross-connection control, backflow prevention, and detailed piping system schematics, HydroCorp integrates technology with deep industry expertise to streamline on-site activities, customer service, and data management.

- Cross-Connection Control Programs
- Backflow Preventer Test Tracking
- Water Meter Replacement & Testing
- Piping Schematics
- Water Quality Management & Sampling



Corporate Office
5700 Crooks Road, Suite 100
Troy, MI 48098

844-493-7646
info@hydrocorpinc.com
hydrocorpinc.com



| | |
|-------------------------------------|-----|
| SCOPE OF WORK..... | 3-4 |
| PROFESSIONAL SERVICE AGREEMENT..... | 5-9 |
| APPENDIX - QUALIFICATIONS | 10 |

Statement of Work

HydroCorp™ (“Company”) will provide the following services to the City of Plymouth, MI (“Client”). This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City of Plymouth, MI with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Regulations. Once this project has been approved and accepted by the City of Plymouth, MI and HydroCorp, you may expect completion of the following elements within a 36 month period. The continued components of the project include:

1.1. Program Review and Program Start-up Meeting. Company will conduct a Program Startup Meeting, if requested, for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice, Compliance Notice, Non-Compliance Notices 1-2, and Penalty Notices
 - Testing Notices 1,2, and 3, if applicable
- Special Program Notices and Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools, educational and public awareness brochures

1.2. Inspections. Company will perform Non-Residential Interior initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of completed inspections.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company’s Software Data Management Program. Program Data shall remain property of Client; however, Company’s Software Data Management program shall remain the property of Company. View only and report capabilities are granted to Client. Additional Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections and backflow device installation/testing requirements, if applicable
 - i. If applicable, Qualified Michigan Backflow Preventer Testers will register via HydroCorp Managed Software and be verified for current credentials prior to online test forms being accepted. Credential shall be maintained in HydroCorp Software and updated by HydroCorp staff.
 - ii. All testers are required to register & process results online
 - iii. Company does not accept test forms via fax, mail, or email from testers, water customers, or client
- (c) Monitor inspection compliance using Company’s online software management program
- (d) Maintain the program to comply with all Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division regulations
- (e) Provide data management and program notices for all inspection and testing (if applicable) services throughout the term

1.5. Account Listing Information. Client shall provide the following information to Company during initial onboarding. Company will accept updates via standard account template no more often than once per month. **Any development work to enter facility listing in Company database will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.** Information to include:

- (a) Account Listing: City of Plymouth, MI to provide accurate account listing of active non-residential water customers with and without known backflow preventer assemblies.
- (b) Account Listing Format: Account listing to be provided in Excel format only; Required Account Information: Service Name, Service Street Address, Service City, Service State, Service Zip, Mailing Name, Mailing Street Address, Mailing City, Mailing State, Mailing Zip.
- (c) Required Device Information: Last Test Date, size, make, model, and serial number (if applicable)
 - i. All previous test data must be provided in excel format. Company will not accept paper tests for upload.

1.6. Cross Connection Control Plan and Review of Cross-Connection Control Ordinance. Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format).

1.8. Support. Company will provide ongoing support via phone, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: industrial; institutional; commercial; miscellaneous water users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company typically allows a maximum of up to three (3) hours of inspection time per facility. An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities, and the results submitted to Client to help verify program compliance.

1.10. Inspection Terms. Company will perform a maximum of 450.00 inspections over the Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional inspections above the contract terms will be billed separately at a rate of \$155.60. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. Compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division. Company will assist in compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.13. Annual Year-End Review. Company will conduct an annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.14. Vacuum Breakers. HydroCorp will provide up to six (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

The above services will be provided for:

| Year | Monthly Amount | Annual Amount |
|-----------------------|----------------|--------------------|
| Year 1 | \$1,852.49 | \$22,230.00 |
| Year 2 | \$1,945.12 | \$23,341.50 |
| Year 3 | \$2,037.24 | \$24,447.00 |
| Contract Total | | \$70,018.50 |

Contract Amount is based upon a 36 Months term and shall renew in 12-month increments after term unless written cancellation by either party received at least 60 days prior to renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 5/1/2026.

City of Plymouth, MI

HydroCorp



By:
Title:

By: Paul M. Patterson
Its: Senior Vice President

HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. Applicability. These terms and conditions (these “Terms”) are the only terms which govern the provision of the professional services (“Services”) by HydroCorp, LLC, a Michigan limited liability company (“Company”) to the customer named on the attached statement of work, order form, proposal, or purchase order (“Client”, and together with Company the “Parties” and each individually a “Party”). The attached statement of work, order form, proposal, or purchase order (the “Proposal”) and these Terms (collectively, this “Agreement”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client’s acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. Performance of Services; Company Obligations. Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. Client Obligations. Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “Client Contract Manager”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company’s provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company’s provision of the Services.

4. Fees and Expenses. In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Intellectual Property; Ownership.

(a) Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the “Company Representatives”) to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for Client. To the extent that any of the Deliverables do not constitute a “work made for hire”, Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables. As used herein: (a) “Deliverables” mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) “Intellectual Property Rights” means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client’s reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client’s receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, “Pre-Existing Materials” means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, “Client Materials” means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company's Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "Software") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. Confidentiality. From time to time during the Term, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as "confidential" ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential

Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "Representatives" mean a Party's affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. Indemnification. Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client's breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, "Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10. Limited Warranty.

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely,

workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the effective date of the Proposal and shall continue thereafter (a) for the term set forth in the Proposal or (b) if the term is silent, until the Services are completed by Company, unless, in either case, earlier terminated by either Party as set forth herein (the "Term"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All Items, not seasonally adjusted, 1982-1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party: (i) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (v) makes a general assignment for the benefit of creditors; or (vi) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not automatically terminate any outstanding Proposal, and the applicable

Proposal shall continue in full force and effect until (A) completion of the Services set forth in the applicable outstanding Proposal (B) termination of the applicable Proposal pursuant to additional terms set forth therein, or (C) termination of the Proposal by the non-Defaulting Party.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and

signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

24. Publicity. Unless the a Party provides the other Party with written notice to the contrary or of any reasonable restrictions or requirements, such Party acknowledges and agrees that the other Party shall have the right to use such Party's name, likeness, and logos in any digital, online, and printed publicity or marketing materials prepared by the other Party and in presentations to current or prospective clients and others.

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 110,000 Cross Connection Control Inspections *annually*.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

RESOLUTION

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

WHEREAS The City of Plymouth operates a water distribution system in accordance with Requirements of the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE), and

WHEREAS In order to protect the public health, safety and welfare and the public water Supply the City is required to have a Cross Connection Program.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a Professional Services Contract with Hydro Corp of Troy, Michigan to complete the City's Cross Connection Program at a cost of \$1,852.49 per month (\$22,230.00 per year) for the first year of a three-year contract for a total \$70,018.50. Funding from this program comes from the Water/Sewer Fund.



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: Chris S. Porman, City Manager
CC: s:
Date: March 31, 2026
RE: Grant Application Resolution of Support

Background

The City Commission may be aware that the City Administration has been working with our Engineers to complete a grant application for funding from the State of Michigan to evaluate the cause of flooding and develop options to mitigate or reduce the effects of high water on critical infrastructure. The scope of work includes the creation of a hydraulic flood routing model along Tonquish Creek and developing potential solutions to flooding in downtown and residential areas. The model will be used to determine the capacity of the Tonquish Creek at both the open and closed sections of the waterway. Also, as part of this project the City Engineer will develop and evaluate options that mitigate or reduce the amount of flooding and determine their probable cost. If the city is successful in obtaining the grant, it will provide \$350,000 in state money towards the engineering and will require a local match of \$70,000, which 20% of the project total. It should be noted that this project would start as soon as July 2026 as this would be awarded during the State's current fiscal year.

In order for the City to submit the grant application it is necessary for the City Commission to adopt a Resolution establishing a request for funding for the project. We have attached the draft letter from the City's Engineer Shawn Keough with additional project details, a draft grant application, and a map of the Tonquish Creek drain for your reference.

Recommendation

The City Administration recommends that the City Commission adopt a Resolution to establish a request for funding for the evaluation of flooding along Tonquish Creek and develop potential solutions under the State High Water Infrastructure Grant Program.

We have attached the 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.



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

March 31, 2026

City of Plymouth
201 South Main Street
Plymouth, MI 48170

Attention: Chris Porman, City Manager

Re: City of Plymouth High Water Flood Mitigation
Downtown Plymouth and North of Burroughs/Harding and Coolidge
Proposal for Engineering Services to Support High Water Infrastructure Grant Application

Dear Chris Porman:

For nearly 50 years, the City of Plymouth has experienced significant flooding in downtown Plymouth and adjacent residential areas during rain events that coincide with high water levels in the Tonquish Creek. The high waters that travel through the Tonquish Creek crest the banks of the creek just a few hundred yards from downtown Plymouth where the open portion of Tonquish Creek becomes enclosed through downtown Plymouth. Residential areas downstream of the enclosed portion of Tonquish Creek also experience localized flooding as the high waters overflow the banks of the Tonquish Creek near the residential area of Burroughs/Harding and Coolidge.

To evaluate potential solutions to the flooding, the City has asked Wade Trim for help to prepare a grant application to the State of Michigan's High Water Infrastructure Grant program. If successful, the grant would cover certain professional evaluation services and develop high water mitigation options to help mitigate or reduce the flooding in the affected areas of the City.

BACKGROUND

The City of Plymouth has had multiple flooding events along the Tonquish Creek over the last 50 years. The first flooding event during that period occurred in 1978 and caused extensive flooding and damage in the downtown area. The flooding in 1978 occurred as the result of a rainfall with a 100-year return frequency. The Tonquish Creek is under the jurisdiction of the Wayne County Drainage Board of the Tonquish Creek.

In 1979, at the request of the Drainage Board, Wade Trim prepared a hydraulic report which identified several deficiencies in the Tonquish Creek system and recommended an alternative to alleviate the identified deficiencies. At that time, the hydraulic report identified that the flood was likely caused by restricted capacity of the drain, which may have been the result of the following:

1. The enclosed portion of the drain is undersized.
2. Potential blockage of a portion of the enclosed section.
3. Downstream backwater conditions.

The 1979 report recommended alternatives, including the construction of an off-line detention area upstream of the downtown area and improvements to the channel capacity of the Tonquish Creek. Those improvements were not implemented.

After nearly 30 years passed, the second large event occurred in August 2007, causing localized flooding in an area north of Burroughs between Harding and Coolidge. Based on flood photos taken by affected residents, and follow-up survey data, the estimated flood elevation at that location was approximately 706.3, which is close to the 100-year flood elevation in this area of the City. A third notable event occurred in the summer of 2011, causing localized flooding again in the same area north of Burroughs between Harding and Coolidge. The most recent event caused significant damage to many businesses in the downtown business district and brought back memories of the 1978 event.

PROPOSED HIGH WATER MITIGATION – SCOPE OF SERVICES

We have prepared the following anticipated scope of services to complete the evaluation of the Tonquish Creek system and present options for mitigating the flooding in the downtown area and the residential area north of Burroughs between Harding and Coolidge.

TOPOGRAPHIC SURVEY

Over the past 30 years of working in the City, Wade Trim has collected a large amount of topographic information related to the Tonquish Creek and the many road crossings. We will need some time to compile this data and to make sure that it is still reflective of current conditions, but we are not starting this task from scratch. We will verify all roadway crossing elevations, including the upstream and downstream invert elevation at each crossing, the crown elevation of each culvert and the top of roadway elevation at each crossing. We will also collect typical cross-section data for each reach of open drain to make sure this is properly reflected in the model. This topographic survey also includes the collection of similar data upstream and downstream of the City to make sure that the FEMA Flood Insurance Study (FIS) Model reflects those current conditions properly.

VERIFY EXISTING CONDITIONS, WATERSHED CHARACTERISTICS, AND CHANNEL CHARACTERISTICS

We will obtain a working copy of the current FEMA FIS Model. We will walk the full length of the Tonquish Creek within the City boundary and in the areas upstream and downstream of the City to make sure that we understand characteristics such as the amount of vegetation along the banks, the typical shape (cross-sections) of the drain, as well as identify key outfalls that contribute flow to the Tonquish Creek.

VERIFY EXISTING CONDITIONS AT ROADWAY CROSSINGS

We will visit each roadway crossing to document the type of culvert, or structure carrying the flow under the City and County roadways within our study area. We will document the inlet and outlet configurations at each crossing to make sure that this information is properly reflected in the FEMA FIS Model.

VERIFY EXISTING CONDITIONS – DRAIN ENCLOSURE THROUGH DOWNTOWN

We will walk through the enclosed portion of the Tonquish Creek to make sure that it is free of debris and note any unusual findings. Please note that we have already obtained the record drawings for the enclosed portion of Tonquish Creek through the downtown. We will compare our topographic data collection to the record drawings. We do not suspect that much has changed since it was built, but we want to make sure it is properly reflected in the FEMA FIS Model.

MODEL DEVELOPMENT AND UPDATES

We will utilize the existing topographic information and newly collected topographic data, along with the observations gathered during the existing condition tasks described above to update the current FEMA FIS Model. We will appropriately review all model updates with the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

ALTERNATIVE MITIGATION OPTION ANALYSIS

We will use the updated model to develop various options that mitigate or reduce the amount of flooding in the affected areas. At this time, we envision that the alternative analysis will include a combination of options, including the following:

- Upstream storage
- Channel Improvements (i.e., cleaning, widening, etc.)
- Road crossing improvements (to improve the flow through the downstream culverts)
- Upsizing the enclosed drain
- Bypassing a portion of the flow

Please note that all the alternative analysis options will be evaluated in a manner that does not negatively affect the properties downstream.

COORDINATION WITH EGLE

Once the alternative analysis has been completed, the City will likely want to share the proposed options with EGLE and discuss the feasibility of each option to gain an idea of what may be permitted or not permitted. We will assist the City in scheduling a meeting with EGLE to present the options and receive feedback.

PREPARATION OF PRELIMINARY OPINIONS OF PROBABLE CONSTRUCTION COST

We will prepare a high level cost estimates for the various options that may mitigate or reduce the flooding. These cost estimates will be very preliminary in nature given that they will be based on concepts rather than full designs. While these estimates will be preliminary in nature, we feel it is important to understand the order of magnitude of cost so that the public is aware of what it might cost to mitigate or reduce the flooding problem.

PUBLIC MEETING AND INTERACTION WITH LOCAL BUSINESSES ALLOWANCE

Because the most recent flooding occurred approximately one year ago, we feel it is important to interact with the local businesses that were significantly affected by the flooding. We have also included time to participate in an open public meeting to discuss our findings and our recommendations.

PROJECT MANAGEMENT AND GRANT ADMINISTRATION ASSISTANCE

The grant period is anticipated to be a total of two years (24 months). We have included time to provide regular coordination of our scope of services, including communication with the City, as well as our monthly accounting and scheduling activities. We also anticipate that we may be asked to review/contribute to the quarterly grant reports that the City Administration will be required to prepare and submit.

PRELIMINARY FEE ESTIMATE – TONQUISH CREEK HIGH WATER FLOODING MITIGATION EVALUATION

We have prepared the following fee estimates for the City's consideration based on the description of the work described above.

| Tonquish Creek High Water Mitigation Services Allowances | Estimated Fee |
|--|------------------|
| Topographic Surveying Allowance | \$70,000 |
| Verify Existing Conditions, Watershed Characteristics, and Channel Characteristics | \$10,000 |
| Verify Existing Conditions at Road Crossings | \$10,000 |
| Verify Existing Conditions – Drain Enclosure through Downtown | \$10,000 |
| Model Development and Updates | \$50,000 |
| Alternative Mitigation Option Analysis | \$100,000 |
| Coordination with EGLE to discuss Feasibility of Options | \$15,000 |
| Coordination with Wayne County and Drainage District Board | \$5,000 |
| Preparation of Preliminary Opinions of Probable Construction Cost (OPCC) | \$25,000 |
| Public Meeting and Interaction with Local Businesses Allowance | \$10,000 |
| Project Management and Grant Administration Assistance | \$20,000 |
| Wade Trim Engineering Services Subtotal | \$325,000 |
| Report Allowance and Documentation | \$25,000 |
| Tonquish Creek High Water Flooding Mitigation Evaluation Fee Estimate | \$350,000 |

Please note that we have no time or scope to go through the official FEMA Letter of Map Revision (LOMR) process, or to make corrections (LOMC) if we should find that to be necessary. We have also not included any formal design or construction phase engineering fees or services as part of this proposal. If there is a mitigation option that the City decides to pursue following completion of the grant, we can prepare a separate proposal for the appropriate services once the next steps have been better defined. No permit applications are anticipated as part of this evaluation.

PRELIMINARY HIGH WATER INFRASTRUCTURE – TONQUISH CREEK EVALUATION PROJECT SCHEDULE

We have prepared the following preliminary project schedule to correspond to the requested grant schedule:

- Authorization to Proceed from City Anticipated July 2026
- Topographic Survey Data Collection Third Quarter 2026
- Existing Conditions Verification Third and Fourth Quarter 2026
- Model Development/Update Third Quarter 2026 and First Quarter 2027
- Alternatives Analysis First Quarter through Third Quarter 2027
- Coordination/Review with EGLE Fourth Quarter 2027
- Coordination/Review with Wayne County Fourth Quarter 2027
- Preliminary Cost Estimates, Final Report Fourth Quarter 2028
- Grant Closeout Second Quarter 2028

Please note that some tasks may be completed quicker than others.

AUTHORIZATION REQUESTED

If the City is selected for a High Water Infrastructure Grant and successfully signs a grant agreement with EGLE, we would respectfully request that the City Commission authorize Wade Trim to formally begin work on the scope of services, as described above, for a Not to Exceed Fee of **\$350,000**.

As always, our team's actual effort will be billed monthly in accordance with the actual hours worked and our current Rate Schedule. If extra work is required beyond the scope of this proposal, we will notify the City Manager and Assistant Director of Municipal Services immediately and provide an estimate for any additional work that may be required at that time.

We hope this letter is helpful to the City Administration and City Commission. If anyone has any questions in advance, please do not hesitate to call me on my cell at 313.363.1434. We continue to appreciate the opportunity to help the City improve their infrastructure and look forward to working closely with you during the design phase of this project. We wish the City good luck on its grant application!

Very truly yours,

Wade Trim Associates, Inc.



Shawn W. Keough, PE
Senior Vice President

SWK:jlb

BDXPLY

20260327_PORMAN_2026 HIGH WATER MITIGATION EVAL PROP LETTER.DOCX

Enclosure

cc: Adam Gerlach, Assistant Director of Municipal Services, City of Plymouth



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Water Resources Division

State High Water Infrastructure Grant
2026 Special Request for Proposal

Name of Agency/Organization: City of Plymouth, Michigan

Eligible Applicant type: [] Regional Council of Government [x] Local Unit of Government

[] Local unit of government in partnership with public or nonprofit organization

Address: 201 S. Main Street City: Plymouth ZIP: 48170

Applicant Contact Name: Adam Gerlach
Title: Assistant Director of Municipal Services
Phone Number: (734) 453-7737
Email Address: agerlach@plymouthmi.gov

Authorized Representative Name: Chris Porman
Title: City Manager
Phone Number: (734) 453-1234
Email Address: cporman@plymouthmi.gov

Project Title: Downtown Plymouth High Water Mitigation
Project Start/End Dates:
Project Location Including County: City of Plymouth, Wayne County, Michigan
Latitude and Longitude Coordinates: Lat: 42'22'11.79" N Long: 83'28'13.99" W

U.S. Congressional District 06
State Senate District 13
State House District 22
Great Lakes or Connecting Waterway Tonquish Creek, Wayne County

Project Description

A. Project Overview

In one (1) to three (3) sentences, summarize the project purpose, key activities, and expected impact.

The City of Plymouth has experienced significant flooding in the center of its downtown and in a residential location (Burroughs and Harding) as a result of high water elevations along the Tonquish Creek. The project will evaluate the reasons for the flooding and develop potential nature based mitigation options to flooding and high water in downtown Plymouth and the residential area near Burroughs and Harding. The high water and flooding create a dangerous situation for pedestrians, vehicles that use the City public right of ways. The high water and flooding have caused extensive damage to businesses and property within the influence of the high waters of Tonquish Creek. In the residential area, several residences experience basement flooding and property damage.

B. Project Need

Provide a concise description of project scope and how the project addresses the impacts and vulnerabilities presented by severe weather events, with a focus on projects that address flooding, coastline erosion, urban heat, and stormwater management.

The project will involve the development and use of a hydrologic and hydraulic flood routing model along Tonquish Creek from upstream of the City of Plymouth to a point approximately 0.5 miles downstream of the City of Plymouth. The model will be used to determine the capacity of the Tonquish Creek at both open and closed sections of the waterway. Restrictions will be identified. Mitigation options will be evaluated to determine if downstream improvements could reduce the risk of flooding. Additional options to evaluate may include bypassing of flow along another route, and creating in-system storage to reduce the peak flow rates. Upstream evaluation options for reducing the runoff and potential storage during high water events will also be evaluated. Each option will be documented, with an opinion of probable construction cost and presented for public comments/potential implementation.

C. Project Details

Provide a clear description of the proposed project tasks, activities, outcomes, and work products. The description should provide additional detail beyond the Project Tasks and Schedule table (below) and describe the project's community support, work that this project builds on, and readiness for implementation.

Complete the table below, outlining the proposed project tasks and schedule. Projects may have a 12, 18, or 24 month timeframe.

D. Project Details

| Tasks | Jul. – Sep. 2026 | Oct. – Dec. 2026 | Jan. – Mar. 2027 | Apr. – Jun. 2027 | Jul. – Sep. 2027 | Oct – Dec 2027 | Jan. – Mar. 2028 | Apr. – Jun. 2028 |
|--|------------------------|------------------------|------------------------|------------------------|------------------------|----------------------|------------------------|------------------------|
| 1. | | | | | | | | |
| 2. | | | | | | | | |
| 3. | | | | | | | | |
| 4. | | | | | | | | |
| 5. | | | | | | | | |
| 6. Submit Quarterly Reports to the State Contact as prescribed by the Grant Agreement. | X | X | X | X | X | X | X | X |

E. Organizational Capability

Briefly explain your organization’s ability to manage the grant. List the staff who will work on the project, including their roles and relevant experience. Identify who will oversee contractual service providers or outside partners.

The City of Plymouth has administered multiple EGLE grants in the past, most recently including the Drinking Water Asset Management grant and the Storm Water, Asset Management, and Wastewater (SAW) grant. City staff and our consultants all have experience administering public grants. The City of Plymouth Department of Municipal Services will manage the reporting and administration, as well as provided quarterly reports, with contributions and oversight from the City Finance Department, City Engineering consultants and City Manager's office.

Project Budget

Download and use the Budget Form available on the Great Lakes Water Levels Web page:

Michigan.gov/EGLE/about/organization/water-resources/submerged-lands/great-lakes-water-levels.

When completing the Budget Form, select one (1) of three (3) cost accounting approaches for project indirect costs. Indirect accounting options include:

- 1) The applicant's federally negotiated indirect rate, which must be accompanied by a Negotiated Indirect Cost Rate Agreement (NICRA);
- 2) A 15 percent (%) de minimis rate; or
- 3) Zero indirect expenses for projects that do not require any reimbursement of indirect costs.

Required Attachments

Please provide the following items as attachments with your application:

- Project location map for proposed project.
- Proof of Audit
 - Applicants must provide documentation of financial stability by providing proof of a financial audit within 24 months of the announcement of this grant funding opportunity. The audit date is based on the audit period and not the date of the audit or audit letter.
- Resolution or Letters of Support
 - A Resolution of Support is required for applications from local units of government or other partner organizations. A sample Resolution of Support is available on the Great Lakes Water Levels Web page: Michigan.gov/EGLE/about/organization/water-resources/submerged-lands/great-lakes-water-levels.
- Letters of Commitment
 - Provide any letters or commitments of support from partner organizations.






People with disabilities may request this material in an alternate format by emailing EGLE-Accessibility@Michigan.gov or calling 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

Tonquish Creek City of Plymouth

Flood Locations

-  Open Channel
-  Closed Channel
-  Natural Water Course
-  Parcels
-  Plymouth City Limits

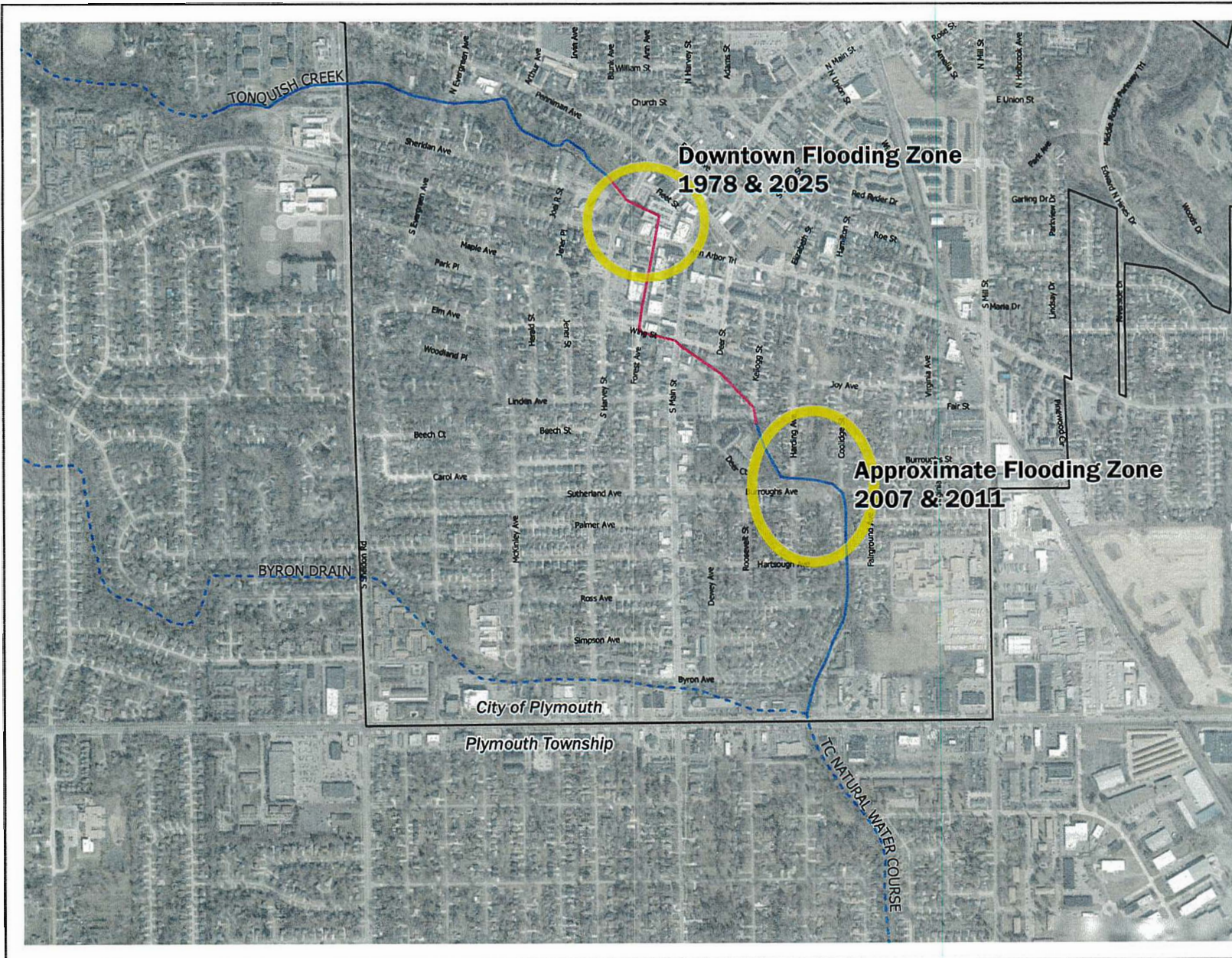


March 2026

High Water Infrastructure Grant

Source: Wayne County, 2024.

Information provided on this map is accurate to the best of our knowledge and is subject to change on a regular basis and without notice. While Wade Trim makes every effort to provide useful and accurate information, we do not warrant the information to be authoritative, complete, factual or timely. Information is provided on an "as is" and an "as available" basis.



RESOLUTION

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

WHEREAS, high water from Tonquish Creek has presented consistent issues in the downtown and residential areas in the City of Plymouth and;

WHEREAS, high water has at times impeded access to emergency and public services to downtown businesses and private residents, constituting a public hazard and;

WHEREAS, the Michigan Department of Environment, Great Lakes, and Energy is currently seeking grant applications as part of the Michigan High Water Infrastructure Grant program and;

WHEREAS, the City of Plymouth wishes to submit a High Water Infrastructure Grant application in support of activities to mitigate high water impacts in downtown Plymouth;

WHEREAS, the City is committing to a match in the amount of \$70,000, which is 20% of the not to exceed amount of \$350,000 in engineering fees;

NOW, THEREFORE, BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby support the Downtown Plymouth High Water Mitigation Infrastructure Grant Application,

BE IT FURTHER RESOLVED, that the Plymouth City Commission hereby authorizes City Department of Municipal Services Assistant Director as the applicant and City Manager as the authorized representative in the development and submission of a Michigan High Water Infrastructure program grant application.



Administrative Information

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: Chris S. Porman, City Manager
CC: M:\27 Budget\2026-2027 Budget Workbooks\Memorandum - Budget Message for City Comm Packet 26-27-04-06-26.docx
Date: March 31, 2026
RE: Presentation of the Budget

INFORMATION ONLY – No Action Required

Change and stability are often seen as opposites, but in practice, they depend on one another. Change is inevitable and brings new perspectives and opportunities, while stability provides the structure and consistency needed to absorb that change without losing direction. Together, they create a balanced approach—where progress is possible because it is grounded in a steady, reliable foundation.

This commitment to stability has been evident in recent changes in elected leadership. The recent election saw the addition of two new City Commissioners and then a new Mayor and Mayor Pro Tem, followed by the resignation of a commissioner and the appointment of a successor, and it represents significant transition. Even with a slow start due to the scheduling of the election certification, the City Commission has remained cohesive and forward focused. They were eager to get started and it shows in their desire to connect with the community. By grounding decisions in shared priorities and a common vision, the City Commission continues to move ahead with confidence, proving that even in the face of change, stability is what keeps progress on track.

Even during times of change, stability remains the foundation of the City of Plymouth's continued success. Despite the loss of several key staff members including the City Manager, Finance Director, multiple members of Municipal Services, multiple members of the Police Department, and key staff from Economic/Community Development, the organization has stayed grounded in a strong team-oriented approach that emphasizes shared knowledge, cross-training, and leadership development at every level. This collective mindset ensures that transitions do not disrupt progress, allowing staff to step confidently into new roles while maintaining the high standard of service our community relies on. The strength of the staff is its ability to come together regardless of department or job title and work together for the betterment of the community.

That stability is reinforced by the City's succession plan and 5-Year Strategic Plan, which serve as steady guides through periods of transition. By clearly outlining long-term goals and preparing future leaders, these plans provide consistency in direction and decision-making. Even as personnel changes occur, the city remains focused, aligned, and moving forward demonstrating that thoughtful planning creates a reliable path through uncertainty.

City staff and the City Commission met early in 2026 to discuss the one-year tasks which support the key objectives of the four goal areas in the 5-Year Strategic Plan. The session was collaborative and productive as each idea was discussed before either moving forward or falling off the draft list. Once the draft was completed, staff took and combined like elements and provided clarity in the language which was ultimately approved by the City Commission. At the beginning, the list looked daunting, but the City Commission and staff began their work and have already completed a number of the one-year tasks. There are still many to complete and plenty of the year left, but the energy from the Commission and staff in getting started should be celebrated.

The following paragraphs highlight some of the challenges that we will need to discuss/address as part of the ongoing finances of the City. Some are larger discussions which will extend well beyond this budget year but are topics that warranted discussion nonetheless as potential solutions may impact this budget and will certainly impact future budgets.

We must be conscious of the stock market as it has impacts on our operations, especially on our legacy costs. The Dow Jones Industrial Average ranged between roughly 36,611 and 50,512 between early 2025 and early 2026. A falling stock market will negatively influence our MERS actuarial accounts. A long-term downward trend or recession will decrease stock market values and increase our costs to fund the Defined Benefit Programs. You will recall that the Defined Benefit program was eliminated 25+ years ago as the City broke away from the traditional governmental model. A falling market will also negatively affect all former and current employees who have the 401K style retirement program.

We are concerned about the 35th District Court as they will soon be a significant expense for the City, as they are continuing to operate at a deficit. The Court is independent of the City, and we do not control their operations. They are also anticipating a major capital expenditure program, which expenses will be passed along to the five communities. It should be noted that we predicted that there would be no need for a third judge and related staff in 2001 and 2002 and that the cost of adding a judge (in 2003) would lead to a situation where the court would become a cost center for the City. A reduction in judges would come from a study by the State Court Administrative Office but could be initiated by the communities as a cost savings measure. In this budget and beyond, the cost of the court may have significant impact on local budgets as the court will merely present their budget deficit and put it on the shoulders of the five local units to fund. Further, there is legislation to have the state take over the court system statewide and the concern is that this will be another state program that is not fully funded to meet expenses, leaving the local units to meet the funding obligations on behalf of the state.

We have remained fiscally disciplined, living within our means despite ongoing challenges, increased state and federal regulations, and high inflation in recent years. The City Commission has prioritized upgrading our vehicle fleet and has made several purchases, but significant replacement needs remain. Costs for new police vehicles and pickup trucks for Municipal Services and the Recreation Department have almost doubled in less than 15 years, while the costs for new larger equipment have increased exponentially. Some deferment in larger purchases over the past few years allowed the funds to rebound some and build some reserves. These reserves allowed significant purchases for a front-end loader, backhoe, and skid steer last year, while this year, there are plans for an additional *SwapLoader* with a leaf collection attachment to enhance bulk leaf pickup, as well as a new Vacuum style truck used in the maintenance of the water and sewer systems. Trucks of this size and specialization are seeing almost a year and half lead time from order to delivery.

With limited funding for capital purchases, especially those that impact the General Fund, and the City has looked to prioritize projects where we can obtain grant funding to match our funds. The Lion's Club and Rotary Club have made significant contributions to providing matching funds to support upgrades of their sponsored parks and we anticipate both of those projects to be completed this year. Staff has spent a significant amount of time meeting with the Lion's Club as well as the neighborhood and public in general to work on design elements before a plan can be brought forward to the Commission to seek authorization on that park. The same or similar approach will be used in planning for Rotary Park, and we anticipate that beginning in April. There are other parks which need some general maintenance and repairs/replacements of certain pieces or parts on play equipment and city staff will again conduct inspections and put together the list and cost estimates to make informed decisions on priorities. There are also park areas which could be due for full upgrades based on the age of the equipment and it might be time to start forecasting and planning; especially with the upcoming renewal of the City's next 5-Year Strategic Plan to create a more wholistic vision of what the community wants in their parks and playgrounds.

The Riverside Cemetery mausoleum upgrade is in the current year budget but has not started construction. We anticipate that this will be a Spring/Summer project in the current Fiscal Year but may be transferred to the next fiscal year, which would require the funding be rolled over to cover the costs of construction. This project was estimated at \$1.1 million dollars when first put into the budget. The City has received bids from project managers to complete this work after numerous sessions with the Cemetery Board related to the design features. We anticipate that potential contract authorization to be brought before the City Commission soon and if/once approved, we can work with the construction manager and begin the actual scheduling of the project.

One area we will need to designate some future time and funds toward will be the replacement of the Heating, Ventilation, and Air Conditioning (HVAC) system at City Hall. Quick estimates would put the replacement close to a million dollars to be able to properly heat and cool the building throughout the year. It will take us months to put together such a package for either vendors to bid on or another construction manager style program who will bid out the project which may be moved to next fiscal year. The cooling of the building this summer will likely come from a significant repair or potential rental of temporary equipment and the cost value analysis will guide that decision.

Free parking is not free as there are operational costs related to maintenance, especially in the winter with snow and ice that our parking system has more costs than it does revenue. The few times that payment in lieu of parking have been allowed have not been enough to sustain the parking fund without additional expenses coming from the General Fund. The current road bond nor the gas and weight tax can be used for parking lot maintenance or upgrades. The General Fund is left to provide funding for the general maintenance as well as some significant repairs of the high traffic areas in the East Central Lots in this year's proposed budget.

There is again a significant proposed infrastructure program planned for the upcoming year. This year's plan is in the design phase and has been bid out at this point. Once that occurs, staff and City Commission will need to come together to discuss the approved plan. A potential plan for this year could include some water/sewer upgrades with street reconstruction in the areas of Ann Arbor Trail near Mill St to the train tracks, Joel between Sheridan and Ann Arbor Trail amongst others. There are also some funds proposed to be dedicated to the replacement of

lead/galvanized water service lines to continue to keep us in compliance with the Safe Drinking Water Act. Also included in the proposed plan would be money available for some street resurfacing areas that do not require underground work but the rideability could be improved with street treatment.

The Downtown Development Authority has been actively engaging with the public for the better part of the last year as the Smith Group is consulting on the upcoming DTP Forward Streetscape Program. While throughout the process, maintaining what makes the City of Plymouth unique has been central to the conversations, even refreshes, adjustments, upgrades, etc. will carry significant cost. The planning has not reached completion, but costs in the tens of millions are expected. There will need to be an aggressive approach toward available grant funding to help offset the cost and we expect to apply for multiple opportunities and hopefully stacking grants upon each other.

We operate like a \$30+ million business with a startup mindset—lean, efficient, and constantly adapting. That approach keeps overhead low, but it also means our team wears multiple hats and steps up whenever challenges arise. Whether it's covering for extended staff absences, responding to unexpected events, or managing increasing service demands, our employees consistently rise to the occasion. This is not by accident, it is the result of intentional succession planning, cross-training, and a culture that emphasizes shared responsibility. In the City of Plymouth, government is truly a team sport, and that mindset allows us to remain stable and effective even during periods of change.

At the same time, being lean requires discipline and focus. We are a results-driven organization, not one bogged down by layers of bureaucracy. Our goal is to deliver services efficiently, solve problems quickly, and remain flexible enough to adjust priorities as needed. When challenges emerge, we shift resources and keep moving forward. That agility is one of our greatest strengths, but it also requires constant awareness of workload, staff capacity, and long-term sustainability.

One department which has seen a significant increase in workload has been the Police Department due to recent departures and retirements. Even with authorization to hire new employees to replace previous staff, the sheer number of candidates is not what it once was. The quality of our recent hires has matched our expectations and those employees are becoming good fits with our organization. We sponsored two of them through the police academy, which is approximately 18 weeks of class and practical time. We still have one of the two that is completing their academy and will join us in approximately two months. Once a new employee (whether they are a lateral transfer from an outside agency or sponsored through the academy), we provide 4 months of field training until they are ready to operate on their own. During the process of hiring, attending the academy, field training, etc. existing staff have had to cover the workload, and it has had multiple impacts on our operations. The increase in overtime has been substantial as reflected in the previous budget amendments, but it's the personal toll that causes us concern. We need to monitor overwork so they can perform at their best.

Our approach to service is equally important. We pride ourselves on a strong customer service philosophy and always strive to get to "yes." While not every request can be fully accommodated, our team works hard to find solutions, compromises, or alternative paths forward. This commitment ensures that residents and businesses feel heard and supported, even when limitations exist. It also reflects a broader organizational mindset—one that values responsiveness, creativity, and accountability.

Despite operating with limited staffing, we continue to innovate and take on new initiatives. The City Commission's Strategic Plan provides a clear and consistent roadmap, guiding both daily operations and long-term priorities. It ensures that even as conditions change—whether due to economic pressures, regulatory requirements, or community needs change, we stay focused on what matters most. The plan is not just a document; it is an active tool that shapes decisions, allocates resources, and drives progress.

The environment in which we operate continues to evolve. Inflation has significantly impacted the cost of supplies, equipment, fuel, and contractual services. While it has slowed over the past two years, the two preceding years are still showing their impact. Utility expenses and infrastructure costs are also rising, placing additional pressure on the General Fund and capital programs. These realities require careful fiscal management and constant monitoring to maintain balance. Our goal is to preserve service levels while responsibly navigating these external pressures, ensuring that today's decisions do not compromise tomorrow's stability.

Partnerships play a critical role in extending our capabilities. Collaborations with organizations like Huron Valley Ambulance (HVA), City of Northville, and Plymouth Township allow us to deliver high-quality services in a cost-effective manner. These relationships demonstrate that we do not have to do everything alone to do it well. At the same time, our strong connections with community groups such as Rotary, Kiwanis, and the Lions Club enhance quality of life through programs, events, and direct investment in the community. These partnerships are a force multiplier, helping us achieve more than our size might suggest.

Our employees remain our greatest asset. In today's competitive labor market, attracting and retaining talented staff requires more than just compensation—it requires a positive culture, opportunities for growth, and a sense of purpose. Plymouth offers all three. We invest in training and development, promote from within whenever possible, and foster a collegial, team-oriented environment that makes this a desirable place to work. This investment not only strengthens our organization today but also prepares us for the challenges of tomorrow.

At the end of the day, our success can sometimes create its own challenge. Because we consistently deliver high-quality services with limited resources, it can be difficult to fully see the strain placed on the organization. When priorities shift or projects are delayed, it is not due to a lack of effort, it is the reality of balancing a wide range of responsibilities with a lean team. Even so, we remain committed to delivering results that matter to our residents.

The bottom line: we may be lean, but we are resilient, adaptable, and built to perform.

I would like to commend Finance Director/Treasurer Priya King and Deputy Finance Director Abby Gazvoda, who are our team leaders in developing this budget. Priya, Abby, and their staff have built upon previous budgets and transitioned quickly to produce this budget. It was an engaging approach with all departments to understand their needs for their respective operations and seek to balance our financial position with capital requests. We anticipate that engagement will continue with the City Commission and look forward to working together toward its adoption. Our budget is more than just a small group of numbers; we have an extensive amount of detail within the document in order to be fully transparent.

Our administrative team will attempt to answer any questions the City Commission and the public may have related to this budget document. We have available dates, if needed, for multiple budget study sessions, but it is entirely up to the City Commission to determine how many

sessions we will need. We strongly recommend that City Commissioners come in and talk with the team and/or me to answer any questions they may have related to this document and how we put it together.

As always, the budget should be treated as a fluid document that will change as the year progresses. There are multitudes of internal and external stressors which will affect the budget. Many of these are out of our control but we must respond to them.

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

As always, should any member of the City Commission have questions, we would strongly encourage them to contact our administrative team in advance of the budget study sessions.

Respectfully submitted,

Chris S. Porman
City Manager