



**PLYMOUTH CITY COMMISSION
REGULAR MEETING AGENDA
PLYMOUTH CITY HALL - COMMISSION CHAMBERS
Monday, November 21, 2016 - 7:00 p.m.**



201 S. MAIN ST., PLYMOUTH, MI 48170

Ph (734) 453-1234 Fax (734) 455-1892

<http://www.ci.plymouth.mi.us>

- 1) **CALL TO ORDER**
 - a) Pledge of Allegiance
 - b) Roll Call

- 2) **CITIZENS COMMENTS**

- 3) **APPROVAL OF THE AGENDA**

- 4) **ENACTMENT OF THE CONSENT AGENDA**
 - a) Approval of November 7, 2016 City Commission Regular Meeting Minutes
 - b) Approval of October, 2016 Bills
 - c) Special Event: Run DTP, 3 times/week - 52 weeks/year

- 5) **COMMISSION COMMENTS**

- 6) **OLD BUSINESS**

- 7) **NEW BUSINESS**
 - a) Intergovernmental Agreement - Wayne County Park Millage Funds,
Renovation of Kiwanis Park Play Structure

- 8) **REPORTS AND CORRESPONDENCE**
 - a) Bathey Property Update - Commissioner Pobur
 - b) Rest of the Story on Sewer Issues - Chris Porman and Bob Marzano
 - c) 2016 Goals Update

- 9) **ADJOURNMENT**

Citizen Comments - This section of the agenda allows up to 3 minutes to present information or raise issues regarding items not on the agenda. Upon arising to address the Commission, speakers should first identify themselves by clearly stating their name and address. Comments must be limited to the subject of the item.

Persons with disabilities needing assistance with this should contact the City Clerk's office at 734-453-1234 Mon-Fri from 8:00am -4:30pm, at least 24 hours prior to the meeting. An attempt will be made to make reasonable accommodations.

Consent Agenda- The items on the Consent Agenda will be approved by one motion as Agenda Item #4. There will be no separate discussion of these items unless a Commissioner or Citizen so requests, in which case that item will then be placed on the regular agenda.

City of Plymouth 2016 Goals

- Resolve Last Issues Regarding Dissolution of Plymouth Community Fire Department Agreement (Primarily Pension issues) **Champions: Dalton, Dwyer, Pobur**
- Work Collaboratively with Plymouth Arts & Recreation Complex (PARC) organization, the Plymouth Canton School Board, and the greater Plymouth Community to continue the repurposing of Central Middle School into a high quality Arts & Recreation Complex.
Champions: Dalton, Deal, Dwyer
- Developing a succession plan for the city's key employees, especially considering the long tenures of many of our senior staff. **Champions: Deal, Pobur, Valenti**
- Work collaboratively with the DDA, community leaders, and other organizations to plan for Plymouth's 150th Birthday in 2017. This includes obtaining funding for new Kellogg Park Fountain and Kellogg Park upgrades. **Champions: Deal, Wolcott, Wright**
- To work collaboratively with the DDA and other Boards, as needed related to parking issues including; but not limited to the expansion of parking in the Downtown.
Champions: Dwyer, Wolcott, Wright
- Develop an Ordinance to help address and preserve the City's Tree Canopy.
Champions: Dwyer, Dalton, Valenti

CITY OF PLYMOUTH
CITY COMMISSION MEETING MINUTES
201 S. MAIN STREET, PLYMOUTH, MI 48170
MONDAY, NOVEMBER 7, 2016, 7:00 p.m.

201 S. Main Street
Plymouth, Michigan 48170

CALL TO ORDER:

PRESENT:

Mayor Daniel Dwyer, Mayor Pro-tem Oliver Wolcott, Commissioners Colleen Pobur, Daniel Dalton, Suzie Deal, Joe Valenti

ABSENT: Commissioner Mike Wright, excused

Also present was City Manager Paul Sincock, City Attorney Robert Marzano and various City Department Heads.

CITIZEN COMMENTS:

Jason Konopka, 325 Parkview, Plymouth, spoke about preservation and his concern with the City of Plymouth. He feels that the City needs to be very concerned and asked for a year long moratorium for knocking down existing structures. He also spoke about the Bathey property site and the owner of that property needs to be accountable for the condition of that site.

Sonia, a young girl who lives on Mill Street, spoke and asked for help to clean up that area of the City because she is concerned with nature being harmed. She stated she likes her neighborhood.

A resident asked about why the City is not concerned with the toxic waste on that property and who is responsible because it has been going on for years. She feels like no one cares from the City and the residents are having to deal with it and she pays taxes like others in the community and has to deal with this.

A resident from 760 Parkview, Plymouth, stated she is a new resident and it is a beautiful town and the Bathey property is just horrible. She does not understand how this can go on and not be addressed.

Robert Rameriz stated he is an attorney representing a condo owner next to Tim Hortons. He stated everyone is wondering why this property has never been cleared and are the taxes paid or is this on the tax rolls. He indicated there are petitions going around concerning this property and there are questions whether this property is actively being marketed at reasonably appraisal prices. He stated this property is blighted and has been going on for 20 years. The City Commission was voted in by the residents of Plymouth and has failed to do their job.

A resident at 189 N. Mill, Plymouth, stated he has great neighbors on Mill Street and this concerns him with broken concrete, weeds, broken down fencing, toxic chemicals and no one should have to live across from this horrible property. He has caught wild animals on this property and disposed of them at his own cost. He loves Plymouth and would request the City to take more of a proactive approach to make this land like a park setting. The property owner needs to be accountable and do a better job of maintaining this site. He does not feel this is being unreasonable and asks for ten days for the City Commission to get back to the residents with some information and he provided his contact information.

Teresa Bevins stated she is a 63 year old resident and cannot keep her house or windows clean. She has concerns with the kids and teenagers playing on that property and someone is going to get hurt.

Nicole Johnson, 175 N. Mill, Plymouth, stated she has been an employee of Hermann's Grill for 13 years and loves Old Village. She feels this part of town is neglected and wants everyone to work together as a community.

Kenneth Hubert, 420 Parkview, Plymouth, stated there are very passionate people speaking about this location and Plymouth is a nice and beautiful town. He said it is very hard to look at that section of town that is not so nice. People are traveling up and down the road in that area looking at this mess and everyone is concerned and wants assistance with this blighted property. He stated the Commission should not take this personal and not an attack on them but this area of town needs some attention and it has looked like this for a very long time.

Elaine Attridge, 1192 W. Ann Arbor Trail, Plymouth, stated she lives next to the old Kellogg House that was torn down. She too has preservation and historical issues with this town and wants to stop the renovation of Kellogg Park and Saxtons Property. She is concerned and doesn't know what is happening to this City and very upset. She feels there are too many permits being given out for demolition and being given like candy. She said the preservation of this town is so upsetting for so many people.

Marques Thomas, 802 Coolidge, Plymouth, stated he wanted to thank the Police and Fire and the DPW for all they do for everyone. He offered condolences to the recent

loss of Police Officer and how very sad for their families. He stated he wanted to say just "Vote" on Tuesday, November 8th, 2016.

Rachel Kay, 201 N. Mill, Plymouth, would like to see the area she lives in cleaned up because Plymouth is a gorgeous town and she loves her neighborhood.

Daniel Sabo, Taylor, spoke about a consideration he thought of for the Bathey property and that would be to make it a parking lot and have shuttle services.

Christina Bornor, 745 Parkview, Plymouth stated she moved 6 years ago to Plymouth from Kentucky and 6 years later nothing has been done to the Bathey property and she is very upset about it.

Anna Jones, 154 Roe Street, Plymouth, stated her son is a runner and the sidewalks are good everywhere but that particular area and when it storms water stands in puddles around Bathey. She asked why that area isn't targeted for sidewalk repair like other areas of the town.

Frank Jones, 154 Roe Street, Plymouth, stated that the City charges the residential property owner to cut weeds and grass if they are in violation of the ordinance and why not this property owner?

Paul Barraco, 340 E. Union, Plymouth, stated his father lives across from the Bathey property and encourages the city to do what they can to clean it up as soon as possible.

Rachey Kay, 201 N. Mill, Plymouth, stated Mill Street is a major road and people travel up and down to get to downtown and all they see is this giant eyesore. Why not keep it nice and bring in lots of people and be proud of that area.

APPROVAL OF THE AGENDA:

3. A motion was made by Commissioner Colleen Pobur and seconded by Commissioner Daniel Dalton for approval of the Agenda for Monday, November 7, 2016.

MOTION PASSED 6 - 0

ENACTMENT OF THE CONSENT AGENDA:

- 4a. Approval of October 17, 2016 City Commission Regular Meeting Minutes
- 4b. Special Event: Heat the Streets 11/18/16
- 4c. Special Event: Santa's Arrival & Tree Lighting, 11/25/16

- 4d. Special Event: Plymouth Goodfellows Paper Sale, 12/3/16
- 4e. Special Event: Music in the Park 2017

A motion was made by Mayor Pro-tem Oliver Wolcott and seconded by Commissioner Suzie Deal for approval of the Consent Agenda for Monday, November 11, 2016.

MOTION PASSED 6 - 0

COMMISSION COMMENTS:

Mayor Dwyer thanked everyone for coming out for their input concerning the Bathey property and he feels like the City Commission has let them down. He explained that there was a proposed project for housing on that property with a developer and the deal fell through and they worked very hard to make it work. The City will work forward with stronger enforcement of ordinances and will call the owner of the property. He stated the Commission schedules coffee hour downtown with residents and would love to schedule one to discuss this issue with whoever could make it.

City Manager Sincok stated the property is on the tax rolls and the taxes have been paid and he can check the records for service on the property with the Police Department. He stated that the City doesn't know what is going on unless the residents call to make the complaint and should be calling the Police Department when they see things happening. He stated they will check the records regarding sidewalk replacement. He explained that the City could not come to a deal with a project of town homes with the property owner and there were 15 code enforcement violations this year but there are open issues on that site that will be reviewed.

Mayor Dwyer stated he will hopefully have this issue on the next agenda but will have all the information on the website as to what is going on. He is not aware of any toxic waste issues but would be happy to look into the complaint. As far as the issue of trees and home massing, these are issues to be discussed at the Planning Commission meeting this week for anyone who desires to hear the discussion. The Saxton property has been having continued dialogue with the DDA and is on their meeting agenda for Thursday night at 7:00 pm.

Commissioner Joe Valenti thanked the Mayor for recognizing the complaints and addressing them individually.

Commissioner Colleen Pobur stated it is important that citizens know there is a process and the City Commission does hear these residents that come to the meeting to express their complaints. The Master Plan survey was sent out to residents awhile ago

and when they came back the results are on the website. The information coming back has been a consideration. The foundation issues with homes being built have been taken care of by ordinance changes. This town is a very walkable and drivable community and the feedback the Commission receives they are listening, but there is a process they have to go through in a very legal way. The Bathey property is a Brownfield Property and she is the chairperson of that committee. She stated the City can enforce ordinances and the residents need to stay engaged with this issue.

Mayor Pro-tem Oliver Wolcott stated he attended the Plymouth Rotary Officer of the Year Luncheon. He stated that Police Officer of the year was Tony Angelosantos and the Fire Fighter of the year was Dave Tabaka. He stated we are very blessed to have great Police and Fire officers and thanked Chief Al Cox for all he does.

Commissioner Colleen Pobur reminded everyone that if they are not signed up for receiving e-mails from the City Administration to be sure and sign up and contact the City Manager's office.

OLD BUSINESS: None

NEW BUSINESS:

7a. Vehicle Maintenance Service Agreement –

RES. #2016-95

WHEREAS, The City of Plymouth has a large number of vehicles in our fleet in order to provide for the Public Health, Safety and Welfare; and

WHEREAS, The City has had a strong working relationship with Huron Valley Ambulance and their parent organization Emergent Health Partners since 1990 ; and

WHEREAS, The lone City Mechanic is retiring from service to the City and there is a need to provide for City vehicle repair and maintenance; and

WHEREAS, The City and Emergent Health Partners have worked on an agreement between the two parties to provide for City vehicle maintenance and to share mechanic costs between the two organizations.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the Vehicle Maintenance Service Agreement between the City and Emergent Health Partners. This agreement provides for the service of city vehicles and authorizes the mechanics from Emergent Health Partners to provide this service to the City, use the City Mechanic's Bay and allows them to provide

maintenance on their vehicles in the City Mechanic's Bay. Further, the Mayor is authorized to execute this agreement on behalf of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby directed to include the entire Vehicle Maintenance Service Agreement between the City and Emergent Health Partners as a part of the official Meeting Minutes of this meeting.

A motion was made by Mayor Pro-tem Oliver Wolcott and seconded by Commissioner Daniel Dalton for approval of the resolution.

MOTION PASSED 6-0

7b. Ambulance Agreement with Huron Valley Ambulance -

RES. #2016-96

WHEREAS, Huron Valley Ambulance (HVA) has provided the City of Plymouth with Advanced Life Support (ALS) Emergency Medical Services Responses since 1990; and

WHEREAS, This partnership between the City and HVA has provided the Citizens of the City an extremely high level of patient care; and

WHEREAS, It is necessary for the City to replace its ambulance and HVA has an agreement with other communities in their service area to provide a Basic Life Support Ambulance to the community at no charge; and

WHEREAS, HVA has offered to the City Commission of the City of Plymouth does hereby authorize the Ambulance Agreement between Huron Valley Ambulance and the City of Plymouth. Further, the Mayor is authorized to sign said agreement on behalf of the City.

BE IT FURTHER RESOLVED THAT the City Clerk shall include a complete copy of this agreement as a part of the Official Meeting Minutes of this Meeting.

A motion was made by Commissioner Colleen Pobur and seconded by Commissioner Joe Valenti for approval of the resolution.

MOTION PASSED 6 – 0

7c. Final Payment Bidigare Contractors – 2015 Infrastructure Program -

RES. #2016-97

WHEREAS, The City completed 2015 Infrastructure Project; and

WHEREAS, The project has been completed by Bidigare Contractors and they are requesting final payment on the project; and

WHEREAS, The City Engineer has reviewed the project and it meets all design specifications.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize final payment to Bidigare Contractors in the amount of \$19,335.94 for work completed on the 2015 Infrastructure Project. Funding for this project is to be authorized from the Water and Sewer Fund and Road/Street Funds.

A motion was made by Commissioner Daniel Dalton and seconded by Commissioner Oliver Wolcott for approval of the resolution.

MOTION PASSED 6 – 0

7d. 1st Quarter Budget Amendments –

RES. #2016-98

WHEREAS, certain expenditures require allocation to departments differently than originally projected in the 2016-2017 City Budget, as adopted; and

WHEREAS, revenue forecasts and expenditures patterns require modifications to the original budgetary allocations as established in June, 2016;

NOW, THEREFORE BE IT RESOLVED, that the 2016-2017 City Budget is hereby amended as indicated in the 1st quarter amendments column of the attached Budget Adjustment Summary which is hereby made a part of this resolution.

BE IT FURTHER RESOLVED, that the Finance Director is hereby authorized to make the line item changes necessary to implement these budgetary amendments.

A motion was made by Commissioner Daniel Dalton and seconded by Commissioner Colleen Pobur for approval of the resolution.

MOTION PASSED 6 – 0

REPORTS AND CORRESPONDENCE: None

ADJOURNMENT:

A motion was made by Commissioner Colleen Pobur and seconded by Mayor Pro-tem Oliver Wolcott for adjournment of the meeting at 8:28 p.m.

MOTION PASSED 6 - 0

DANIEL DWYER
MAYOR

LINDA LANGMESSER
CITY CLERK

Ambulance Agreement

THIS AMBULANCE AGREEMENT (the "**Agreement**") is made as of the 7th day of November, 2016, by and between Huron Valley Ambulance, a Michigan non-profit corporation, whose address is 1200 State Circle, Ann Arbor, Michigan 48108 ("**HVA**") and the City of Plymouth, a Michigan general law City, whose address is 201 South Main Street, Plymouth, Michigan, 48170 ("**City**").

WITNESSETH:

WHEREAS, the City provides fire suppression and prevention services as well as basic life support services ("**Services**") to the residents of Plymouth through an Interlocal Agreement ("**Interlocal Agreement**") with the City of Northville; and

WHEREAS, the fire fighters/EMT's who provide these Services for the City of Plymouth are employees of the City of Northville under the terms of the same Interlocal Agreement between the two cities; and

WHEREAS, Basic Life Support services are licensed by the Michigan Department of Health and Human Services ("**MDHHS**") under Section 209 of the Michigan Public Health Code, being act No. 368 of the Michigan Public Acts of 1978, as amended (the "**Public Health Code**"); and

WHEREAS, under the terms of the Interlocal Agreement, the City of Plymouth is required to provide fire apparatus and an ambulance in City of Plymouth; and

WHEREAS, HVA is licensed as an ambulance service by the MDHHS and is under contract with the City of Plymouth to provide Advanced Life Support and transport services in the City; and

WHEREAS, the City desires to have HVA provide a basic life support ambulance at its central fire station to be staffed by members of the City's fire department, for the purpose of providing backup transport capability in the event of multiple, simultaneous calls or a disaster, in the interest of the welfare of residents in the community; and

WHEREAS, HVA is willing to provide a basic life support ambulance (the "**Ambulance**") under HVA's EMS license to be staffed by the City's firefighters.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, HVA and the City agree as follows:

I. Obligations of HVA.

- a. HVA shall provide a licensed basic life support ambulance at the City's fire station at 201 South Main Street, Plymouth, Michigan. HVA shall provide fuel and supplies for the vehicle, as well as maintain the vehicle and equipment. If the vehicle is taken out of service, HVA will make reasonable efforts to provide a replacement vehicle.
- b. HVA shall provide automotive liability coverage for the vehicle, with a single limit of liability of no less than \$1,000,000 per occurrence. HVA shall also insure the vehicle and equipment against any loss, theft, damage or destruction. If the vehicle or equipment is lost, damaged or destroyed by means which are not covered by said insurance, then HVA will pay the cost of repairs to restore same. HVA will also provide general liability coverage for operation of the Ambulance, with a single limit of liability of no less than \$1,000,000 per occurrence, as well as umbrella liability coverage in the amount not less than \$5,000,000. Such policies shall name the City and the City of Northville as an additional insured.
- c. HVA shall be responsible for the clinical operations of the ambulance under its license, and will provide ongoing training and quality assurance activities for those individuals as a part of this agreement, as determined from time to time by HVA and the City's Fire Chief.

2. Obligations of the City.

- a. The City will provide housing for the Ambulance at Fire Station located in the City of Plymouth at 201 S. Main.
- b. The City, through its Interlocal Agreement with the City of Northville, shall provide staffing for operation of the ambulance, if such staffing is available. When providing staffing, the City, through its Interlocal Agreement with the City of Northville, shall maintain direction and control over all personnel.
- c. In accordance with its personnel policies and procedures, the City, through its Interlocal Agreement with the City of Northville shall:
 - 1) pay, or cause to be paid, all compensation and fringe benefits (if any) to such personnel;
 - 2) withhold, or cause to be withheld, all applicable federal, state and local taxes, including FICA;

- 3) make, or cause to be made, any and all applicable payments relating to such persons, including any unemployment compensation; and
- 4) maintain, or cause to be maintained, all worker's compensation fund insurance or self-insurance if any as required under applicable state law.

The City, through its Interlocal Agreement with the City of Northville, will inform all City of Northville personnel who utilize this vehicle, by way of an acknowledgement signed by the employee, that HVA is not their employer for FICA, FUTA, federal and state income tax, worker's compensation, and other compensation or employee benefit purposes, and that HVA does not pay for FICA, FUTA or for federal/state income tax or carry worker's compensation insurance for their benefit. Such an acknowledgement shall designate the City of Northville as their employer for these purposes.

d. The City shall be responsible for daily inspection of the vehicle and will advise HVA of any needed vehicle or equipment service.

e. If desired, the City shall be responsible for installation and maintenance of fire suppression equipment to be placed on or in the vehicle, including but not limited to fire department radio, fire extinguisher, SCBA units and other fire equipment.

3. Compensation.

a. HVA agrees to provide the Ambulance without subsidy as a public service to the community and in support of its mission to provide emergency ambulance services.

b. The City acknowledges that HVA will bill patients who are transported by this vehicle in accordance with its normal billing policies. HVA acknowledges that the City shall not be responsible for any debt of HVA or any bad debt or contractual allowances arising from providing ambulance service, pursuant to this agreement.

c. The City agrees to house the ambulance at no cost.

4. Term and Termination.

a. The term of this agreement shall commence on December 1, 2016 and continue for an initial term expiring December 31, 2017, and shall be automatically renewed for additional successive one (1) year periods thereafter unless either party provides the other with not less than ninety

(90) days advance written notice of the intent to terminate.

b. This agreement may be sooner terminated on the first to occur of the following:

- 1) Upon thirty (90) days written notice, with or without cause.
- 2) In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.
- 3) In the event of a substantial breach of this Agreement by either party, if the non-defaulting party provides written notice of the breach to the defaulting party and the breach is not corrected within (30) days, then this agreement may be terminated at the option of the non-defaulting party.
- 4) In the event of any judicial, legislative, regulatory, or administrative change or determination, whether federal or state, which has or would have significant adverse impact on either party hereto in connection with the performance of this Agreement, or in the event that performance by either party of any term, covenant, condition or provision of this Agreement should for any reason be in violation of any statute, regulation, or otherwise be deemed illegal, this Agreement shall immediately terminate.

Notwithstanding the termination of this Agreement, any liability or obligation of any party which may have accrued prior to such termination shall continue in full force and effect.

5. Indemnification.

a. HVA hereby agrees to indemnify and hold harmless the City and the City of Northville, its fire department, and its employees from and against any and all actions, claims, liabilities, demands, costs and expenses, including court costs and reasonable attorney fees, which may arise due to HVA's acts or omissions in providing ambulance service under this Agreement, except as otherwise provided in Section 2 of this Agreement.

b. The City hereby agrees to indemnify and hold harmless HVA and its employees, trustees or officers, from and against any actions, claims, liabilities, demands, costs and expenses, including court costs and reasonable attorney fees, arising as a result of claims of compensation, fringe benefits, withholding of taxes, unemployment compensation or workers' compensation as delineated in Section 2 of this Agreement.

c. Promptly after receipt by a party ("Indemnitee") of notice of the commencement of any action, or the assertion by any third-party of any claim with respect to which the Indemnitee is entitled to indemnification under this Section, the Indemnitee shall promptly notify the other party ("Indemnitor") in writing of the commencement of such action or the assertion of such claim. In the case that any such action is brought or any such claim is asserted and the Indemnitor is notified thereof, the Indemnitor may elect to defend any such action or claim with its counsel at its expense. The Indemnitor may settle any matter, provided, however, that no payment, confession of judgment, or acknowledgement of liability, loss, fine, penalty or charge shall be made against the Indemnitee without its express written consent which consent shall not be unreasonably withheld. If the Indemnitor elects to assume the defense of any such action or claim, then the Indemnitee may elect to participate (at its own expense) in said defense. In any case, the Indemnitee shall at all times reasonably cooperate with the Indemnitor in the defense of the action or claim and, subject to applicable law, shall make its personnel and relevant records reasonably available to the Indemnitor for purposes of defense of the action or claim.

d. Notwithstanding anything to the contrary provided herein, the parties hereby waive any and every claim for recovery from the other for any and all loss or damage under this Section, which loss or damage is covered by collected insurance policy proceeds.

6. Assignment. No party hereto may assign this Agreement without the written consent of the other parties hereto.

7. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

8. Governing Law. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Michigan.

9. Entire Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof, and may not be modified except by an instrument in writing executed by all the parties hereto.

10. Notices. Notices required hereunder shall be in writing and shall be deemed given when mailed by prepaid certified mail, return receipt requested, addressed to the appropriate party or parties hereto at the address or addresses therefore set forth in the introductory paragraph of this Agreement. Any party thereto may change its address by giving notice of such change to the other as provided in the foregoing sentence.

11. Limited Enforcement. Except as otherwise expressly provided therein, this

Agreement is intended solely for the benefit of the parties hereto, and there is no intention, expressed or otherwise, to create rights or interests for any individual, parent, guardian or personal representative of any individual or any party or persons other than HVA and the City of Plymouth.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

Huron Valley Ambulance ("HVA")

City of Plymouth ("City")

By: _____

Dale Berry
Its President & CEO

By: _____

Dan Dwyer
Its Mayor

By: _____

Linda Langmesser
Its Clerk

City of Plymouth SPECIAL EVENT APPLICATION

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

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

Sponsoring Organization's Legal Name Run DTP / City of Plymouth - Rec. Dept.
 Ph# 734-455-6620 Fax# 734-453-1132 Email SAnderson@ci.plymouth.mi.us Website www.ci.plymouth.mi.us
 Address 525 Farmer City Plymouth State MI Zip 48170
 Sponsoring Organization's Agent's Name Run DTP Title _____
 Ph# _____ Fax# _____ Email _____ Cell# _____
 Address www.RunDTP.com City _____ State _____ Zip _____

Event Name Run DTP.
 Event Purpose walking and running
 Event Date(s) 3 times per week - 52 weeks per year.
 Event Times Tuesday and Thursday at 6 PM, Saturday at 8 AM
 Event Location Kellogg Park - 3, 4, 5, 6 and 7 mile routes through town.
 What Kind Of Activities? walking and running
 What is the Highest Number of People You Expect in Attendance at Any One Time? 10-40 on average
 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.)

walking and running.

See attached sheet.

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): See page 1
Next year's specific dates: See page 1

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.

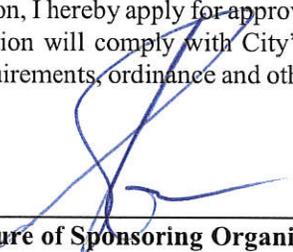
9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)? YES NO
If Yes, list the lots or locations where/why this is requested:

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.

11-10-16
Date


Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203



RunDTP mission:

Running and walking can make you happier and healthier. We will provide a safe, fun and friendly environment to achieve your fitness goals! It's free and all ages and fitness levels are welcome.

Things you need to know about us:

- Regular runs are on **Tuesdays** and **Thursdays** at **6 PM** and **Saturdays** at **8 AM**.
- Meet us at **Kellogg Park** in **DTP** at the corner of Ann Arbor Trail and Main Street.
- Choose from well marked 3, 4, 5, 6 and 7 mile routes, just follow the smiley's.
- Kids, strollers and pets are welcome.
- **Sunday Runday**, for extra training miles. We will meet at several locations in the area, check Facebook for details.
- **Trail Monday, first Monday of the month** at **6 PM** at Maybury State Park. We will meet in the parking lot at the entrance off of 8 Mile Road.

Check our website for a course map:

www.rundtp.com

Join our Facebook group:

www.facebook.com/groups/RunDTP

Turn over for our special fall events

RunDTP Fall 2016 specials

Join us for more fun

- **Couch to 5k Team (C25K)** hosted by the Livonia Moms Run This Town. Final event is the 2016 Trick or Feet! 5k on **October 2nd** at Maybury State Park
- **Opportunity House 2016 Season Finale** – Kellogg Park Halloween Party! **October 20th at 6 PM**. Celebrate with a scary costume and smiling faces.
- **Thanksgiving Turkey Trot 3 Mile Fun Run/ Walk:** Celebrate RunDTP's 2nd Birthday on **Thursday November 24th at 9 AM**. Dress up to win pumpkin pie prizes.
- **Christmas Eve 3 Mile Fun Run/ Walk:** Enjoy the Christmas lights in DTP on **December 24th at 9 AM**.
- **New Years Eve Day 3 Mile Fun Run/ Walk:** End a great year of running, friends and smiles with us on **December 31st at 4 PM**.

Find more details about these events on Facebook!

Like our Facebook Page or join our Facebook group!

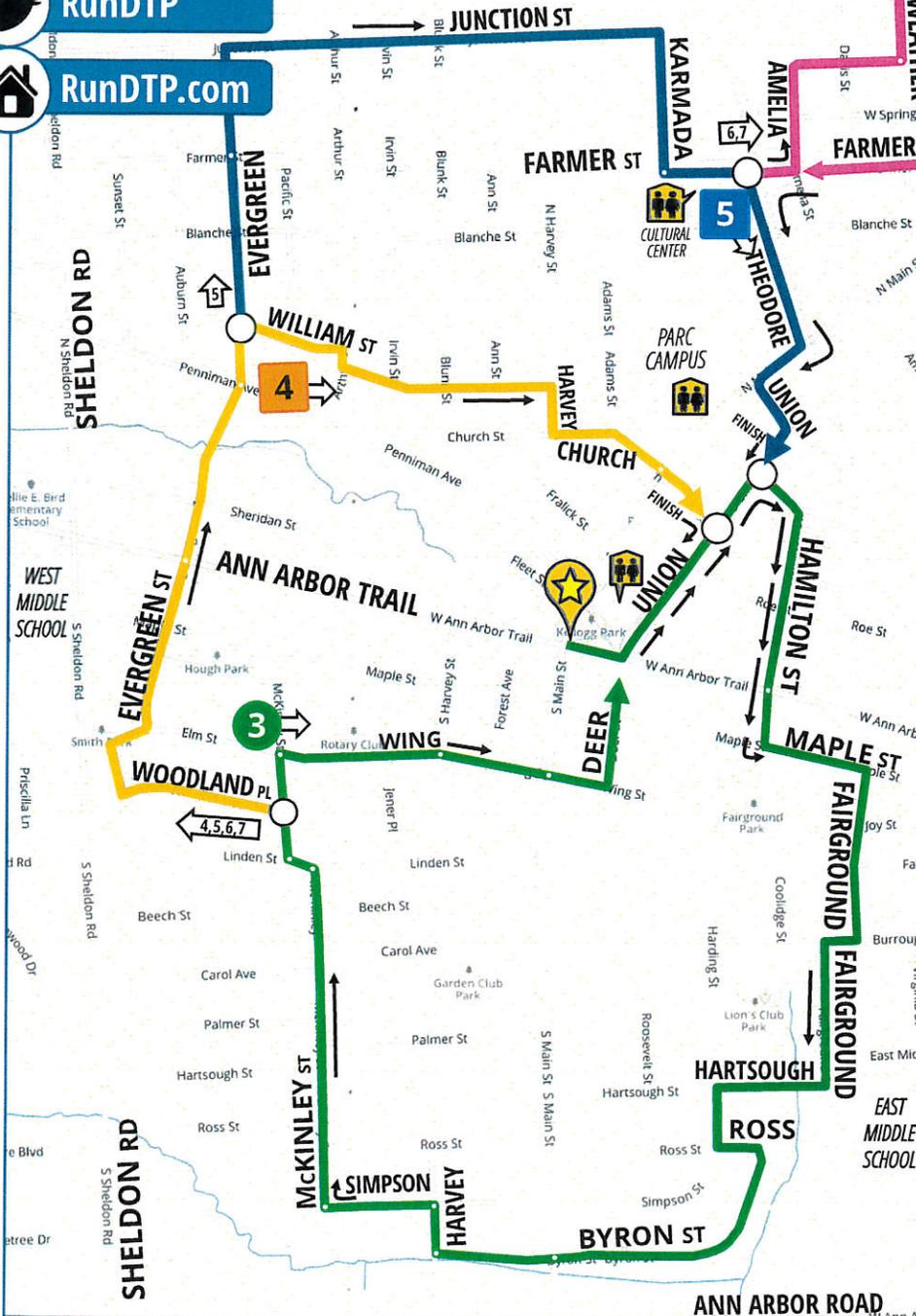
We hope you can join us this fall and help this community to stay fit and healthy!



RAPID TRANSIT MAP

Plymouth, Michigan

WalkRunDTP
RunDTP
RunDTP.com



ROUTES

ALL ROUTES start & finish at Kellogg Park — Northeast corner of Ann Arbor Trail & Main St. EVERYONE STARTS TOGETHER — then turn off for your distance:

- 3 Mi. Three Miler**
Walk: ~60 Min Run: 30 min
- 4 Mi. Carla's Way**
Run: 40 min
- 5 Mi. Champion's Course**
Run: 50 min
- 6 Mi. Mia's Sixer**
Run: 60 min
- 7 Mi. Lake Course**
Run: 70 min

DEPARTURE TIMES

Tuesday & Thursday 6pm
Saturday 8am
 Check RunDTP.com / Facebook for Special Events and Holidays!

FARES

No registration, and it's FREE!

Consult your doctor before beginning any exercise program. Obey traffic laws.

6/5/2016

EVENT REVIEW

EVENT NAME: Run DTP

(note: all fees are only initial estimates and can increase upon assessment of services after the close of the event).

MUNICIPAL SERVICES: Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> (list reason for denial) Initial <u>CP</u>			
<u>NO SERVICES NEEDED</u>			
\$250 Bathroom Cleaning Fee Per Day of Event? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
Regular Time Costs: \$	Overtime Costs: \$	Equipment & Materials Costs: \$	
POLICE: Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> (list reason for denial) Initial <u>QAC</u>			
<u>NO SERVICES NEEDED</u>			
Regular Time Costs: \$	Overtime Costs: \$	Equipment & Materials Costs: \$	
FIRE: Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> (list reason for denial) Initial <u>QAC</u>			
<u>NO SERVICES NEEDED</u>			
Regular Time Costs: \$	Overtime Costs: \$	Equipment & Materials Costs: \$	
HVA: Approved <input type="checkbox"/> Denied <input type="checkbox"/> (list reason for denial) Initial			
DDA: Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> (list reason for denial) Initial <u>TB</u>			
Regular Time Costs: \$ <u>0</u>	Overtime Costs: \$	Equipment & Materials Costs: \$	
RISK MANAGEMENT: Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> (list reason for denial) Initial <u>NB</u>			
Class I – Low Hazard	<input type="checkbox"/>		
Class II – Moderate Hazard	<input checked="" type="checkbox"/>		
Class III – High Hazard	<input type="checkbox"/>		
Class IV – Severe Hazard	<input type="checkbox"/>		
APPROVED:	NOT APPROVED:	DATE:	

CITY OF PLYMOUTH
201 S. MAIN
PLYMOUTH, MI 48170
www.ci.plymouth.mi.us

ADMINISTRATIVE RECOMMENDATION

To: Mayor & City Commission
From: Paul J. Sincock – City Manager
CC: S:\MANAGER\Sincock Files\Memorandum - Intergovernmental Agreement with Wayne County Kiwanis Park Improvements 11-21-16.doc
Date: 11/18/2016
Re: Intergovernmental Agreement with Wayne County

BACKGROUND:

The City Commission is aware that the County is now returning a small portion of the County Parks Millage back to the local communities. This program would allow the local community to determine their own parks needs, which in our case are identified by the City Recreation Master Plan.

Due to the fact that this is "County Money" it is necessary to execute an Intergovernmental Agreement with the County for the \$14,605.

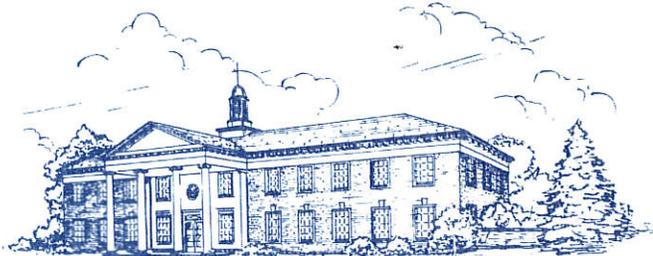
The plan is to use these funds partially fund our "share" of the Playground upgrades at Kiwanis Park. We have attached a memorandum from Recreation Director Steve Anderson related to this issue as well as the Intergovernmental Agreement.

The County's Corporate Counsel Office sent over a contract for the City to execute. This Agreement has been reviewed by the City Attorney as well. The contract is "boiler plate" and is really designed for a construction project, rather than a single purchase, but the contract will work as presented. We will need to have the agreement approved by Resolution of the City Commission and signed by the Mayor.

RECOMMENDATION:

The City Administration recommends that the City Commission adopt the proposed Intergovernmental Agreement with Wayne County for renovations of Kiwanis Park.

We have attached a proposed Resolution for the City Commission to consider regarding this matter. If you have any questions regarding this matter in advance of the meeting please feel free to contact either Steve Anderson or myself.



RECREATION DEPARTMENT
PLYMOUTH CULTURAL CENTER
525 FARMER STREET
PLYMOUTH, MICHIGAN 48170
(734) 455-6620
www.ci.plymouth.mi.us

Memo

To: Paul Sincock, City Manager
From: Steve Anderson, Recreation Director 
CC: Chris Porman, Municipal Services Director
Date: 11/14/2016
Re: Intergovernmental Agreement - Wayne County Park Millage Funds, Renovation of Kiwanis Park Play Structure.

As you are aware, Wayne County has again chosen to return some of the Wayne County Parks Millage funds back to the local communities to specifically fund recreational capital improvements. The City of Plymouth's share of these funds for this budget year is \$14,605.00

After speaking with the administrative team, we chose to allocate these funds to the Kiwanis Park play structure renovation.

The Kiwanis Park project has already been approved by the City Commission on October 17, 2016. This Intergovernmental Agreement is the instrument required by the County to receive the funding as mentioned in your memo to the City Commission dated 10/14/16 and Chris Porman's memo dated 10/13/16.

The Wayne County intergovernmental agreement is basically a boiler plate of previous budget year millage allotments and this agreement has been reviewed by the City Attorney.

The only cost to the City on this project is the required signage to be posted at the Park after the project is complete. The standards for this signage is set by Wayne County. This cost would be minimal amount and would not exceed \$500.00

We would recommend the adoption of this Intergovernmental agreement by the City Commission to receive the amount of \$14,605.00 from Wayne County to be used for the Kiwanis Park play structure renovation.



Warren C. Evans
Wayne County Executive

September 12, 2016

Steve Anderson, Recreation Director
City of Plymouth
525 Farmer.
Plymouth, Mi. 48170

RE: MILLAGE FUNDING ALLOCATION FOR FISCAL YEAR 2015-2016

Dear Director Anderson:

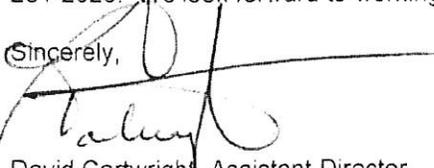
For fiscal year 2015-2016 Wayne County (the "County") has allocated \$14,605.00 to the City of Plymouth ("Plymouth") from the Parks Millage Fund for **various park improvements**, pending the approval of the Parks Division and the Wayne County Commission.

Please submit a project description including a cost breakdown for the proposed improvements to be completed at each project site. Also submit documentation which demonstrates that Plymouth holds title to each site. Examples of such documents include, but are not limited to, recorded deeds, assignments, leases, land contracts and/or other documents used to demonstrate ownership or a possessory interest in each site. These documents must also specify all covenants, restrictions, easements, or other encumbrances applicable to each site. A legal description for each site is required.

Please submit the evidence of title, legal descriptions, and project description(s) not later than 60 days after receipt of this communication. Upon receipt of the requested documentation, the County will review the same and prepare a draft intergovernmental agreement that will be forwarded to Plymouth for consideration. Please note that the County will not furnish any upfront funding. Plymouth will be required to seek reimbursement from the County for approved expenses arising from the proposed projects.

The County encourages the utilization of all allocated funding. Unused funds are not carried over to the next fiscal year. If you have any questions or need clarification on this matter, please contact me at (734) 261-2026. We look forward to working with you in the future.

Sincerely,


David Cartwright, Assistant Director
Wayne County Parks Division

Cc:

Joe Barone, Wayne County Commissioner
Alicia C. Bradford, Director- Parks Division
Stephen Campbell-Assistant Corporation Counsel
Renee Parnell-Finance
Eunice Pickett, DPS- Finance

DEPARTMENT OF PUBLIC SERVICES • DIVISION OF PARKS
33175 ANN ARBOR TRAIL, WESTLAND, MICHIGAN 48185 • (734) 261-1990 • FAX (734) 261-0195



City of Plymouth



RECREATION DEPARTMENT
PLYMOUTH CULTURAL CENTER
525 FARMER STREET
PLYMOUTH, MICHIGAN 48170
(734) 455-6620
www.ci.plymouth.mi.us

October 26, 2016

David Cartwright, Assistant Director
Wayne County Parks Division
33175 Ann Arbor Trail
Westland, MI 48185

Dear Assistant Director Cartwright:

Thank you for the information in regards to the Wayne County Millage Funding Allocation for Fiscal Year 2015-2016 in the amount of \$14,605.00.

The City of Plymouth would like to use the Parks Millage Fund allocation toward a play structure renovation project located at Kiwanis Park within the City of Plymouth. Kiwanis Park is located at the intersection of Auburn Street and Junction Street, just east of Sheldon Rd.

Please find attached a project description, recorded property deed, product specifications and quote / cost estimates.

If you require any additional information, please feel free to call or e-mail.

Sincerely,

Steve Anderson
Recreation Director

office: 734-455-6620 x 302,
e-mail: sanderson@ci.plymouth.mi.us



City of Plymouth – Recreation Department

Project Description for Wayne County Parks Millage Allocation

County Fiscal Year 2015 / 2016

Kiwanis Park Play Structure Renovation

Project:

The Kiwanis Club of Colonial Plymouth (Kiwanis) has been in discussion with the City of Plymouth over the last year to develop a plan to renovate their namesake, Kiwanis Park, located at Junction and Auburn St. The Kiwanis Club would like to begin the renovations with replacing the 5-12 year age group playground equipment, installing new sidewalks leading into the playground, and supplementing the existing safety surfacing.

Purpose:

The playground structure renovation is being done to preserve the safety and public welfare of the members of the community.

Replacement of the new playground equipment will be supervised by the two Certified Playground Safety Inspectors that are full time employees of the City of Plymouth, Department of Municipal Services.

Purchasing and Funding:

The total anticipated project cost is listed at \$60,188.25 equitably sharing the cost between the City of Plymouth and the Kiwanis Club of Colonial Plymouth. The City's share will be an amount not to exceed \$30,094.12, while the Kiwanis Club's portion will be \$30,094.13.

The City will utilize monies received from the Wayne County Parks Millage in the amount of \$14,605.00, bringing the City's net expenditure at the end of this project to \$15,627.12.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed, executed, acknowledged and delivered in its name and on its behalf by the State Land Office Board, its duly authorized agency, and has caused the seal of said board to be affixed hereto on the day and year first above written, at the Capitol in the City of Lansing.

Signed, Sealed and Delivered
In Presence of

Leila Bentley
Leila Bentley
Martha Hoyt
Martha Hoyt

STATE OF MICHIGAN
By the STATE LAND OFFICE BOARD
By *Vernon J. Brown*
Vernon J. Brown, Chairman
Fred M. Greenstreet
Fred M. Greenstreet, Member

State of Michigan, } ss.
County of Ingham, }

On this 12th day of December, A. D. 1940, before me, the undersigned, a notary public in and for said county, personally appeared Vernon J. Brown and Fred M. Greenstreet, to me known to be the persons who executed the foregoing Quit Claim Deed, who, being by me duly sworn, did say that they are the chairman and a member, respectively, of the State Land Office Board, a public corporation, and that the seal affixed to said instrument is the corporate seal of said board, and that said instrument was signed and sealed by the authority of said board in behalf of said board acting for and on behalf of the State of Michigan, and the said Vernon J. Brown and Fred M. Greenstreet acknowledged said instrument to be the free act and deed of said board acting for and on behalf of the State of Michigan, and the free act and deed of the State of Michigan.

Rosemary A. Wallace
Notary Public, Ingham County, Michigan
rosemary A. Wallace

My commission expires April 4, 1944

2-14
0464570

DEED

RECEIVED
BY STATE LAND OFFICE BOARD
WAYNE COUNTY MICH
CITY OF LANSING
MAY 30 1940
HALL OF DEEDS
LIBER 5598
PAGE 601

Register's Office,
County _____
Received for Record the
day of DEC 30 1940 A. D. 19
at 4 20 o'clock P. M.
and recorded in Liber LIBER 5598 PAGE 601
of Deeds, on page
Rosemary A. Wallace
Register.

4 Clerk
Lyons

This Indenture, made this 1st day of December

in the year of our Lord one thousand nine hundred and forty, between the State of Michigan, through the State Land Office Board, a public corporation created and existing under and by virtue of Act No. 155 of the Public Acts of 1937, as amended, its duly authorized agency, by Vernon J. Brown and Fred M. Greenstreet, chairman and a member thereof, respectively, party of the first part, and CITY OF PLYMOUTH, a Municipal Corporation

party of the second part.

WHEREAS, the title to the land hereinafter described became vested in the party of the first part by virtue of non redemption from a tax sale held after the effective date of Act No. 155 of the Public Acts of 1937 pursuant to a decree of the circuit court for the county next below mentioned: and

WHEREAS, the said party of the first part offered said land for sale at a public auction sale which commenced on the second Tuesday of February next ensuing the vesting of title in the said party of the first part, as aforesaid, pursuant to and in accordance with the provisions of Section 7 of the above mentioned act, as amended; and,

WHEREAS, the said land was not sold at said public auction sale for want of bidders willing to make a lawful bid therefor; and

WHEREAS, the said party of the second part has by resolution of its governing body made request to the State Land Office Board for a conveyance of said land, which is located within its limits, under and in accordance with the provisions of Section 8 of the above mentioned act, as amended, and has shown to the satisfaction of said State Land Office Board that said land is needed by it for public purposes, and not for resale; now therefore

THIS INDENTURE WITNESSETH: That the said party of the first part, for and in consideration of the premises and the covenant hereinafter set forth by the said party of the second part to be kept and performed, does by these presents grant, bargain, sell, remise, release and QUIT CLAIM unto the said

party of the second part all those certain piece s or parcel s of land situate and being in the

City of Plymouth, County of Wayne, and State of Michigan, known and described as follows, to wit: Lots No. 24, "Assessor's Plymouth Subdivision No. 2"

Lots No. A thru D inc., 53 thru 57 inc., "Maple Croft Subdivision" (Plymouth Village & Twp of Plymouth)

Lots No. 112 thru 117 inc., "Wash's Plymouth Subdivision"

Lots No. 111 thru 140 inc., "Pariton Holm Addition"

Lots No. 75 thru 77 inc., "Sunset Addition"

Lots No. 1 thru 9 inc., 14 thru 27 inc., "Thomas' Subdivision"

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and To Hold the said premises unto the said party of the second part for so long as the same shall be used by said party of the second part for public purposes, and no longer, provided, however, that should the said premises be used by the said party of the second part for public purposes for a period of ten years or more from and after the date hereof, then, and in that event, unto the said party of the second part, its successors and assigns, Forever.

And the said party of the second part does hereby covenant, grant, bargain and agree to and with the said party of the first part, its successors and assigns, that if at any time during a period of ten years from and after the date hereof it shall cease to use the said premises for public purposes it will cause a good and sufficient reconveyance thereof to be duly executed and delivered unto the said party of the first part, its successors and assigns.



CALL 800.722.8546

MiracleMidwest.com

Now Serving
Michigan, Indiana,
& Ohio!

QUOTATION – 09302106

TO: City of Plymouth
1231 Goldsmith
Plymouth, Mi 48170
Attention: Adam Gerlach
Ph: 734-453-7737 . Fax:

DATE: September 30, 2016
SUBJECT: Kiwanis Park
QUOTE FIRM: 30 days
DELIVERY TIME ARO: 5 – 6 weeks
Email:

PRICES QUOTED: F.O.B: JOBSITE

TERMS: NET 30 DAYS WITH APPROVED CREDIT AND WITH PURCHASE ORDER.

NO ORDERS WILL BE PLACED WITHOUT A SIGNED QUOTATION AND/OR PURCHASE ORDER.

ORDERS OVER \$5,000 WILL REQUIRE A SIGNED PURCHASE ORDER BEFORE THEY WILL BE PLACED.

QUANTITY	ITEM #	DESCRIPTION	TOTAL PRICE
----------	--------	-------------	-------------

Miracle

1	MMW160080A	Mega Tower w/ Bongo Jungle Climber and Jax Webb	
			\$58,236.00
6	#1266	6' permanent benches	\$ 2,412.00
		Equipment Total	\$60,648.00
		Donation to your project	\$24,259.00
		Sales Tax	\$36,389.00
		Freight (lbs. Valid only for 30 days)	\$ 3,920.00
		Delivered Cost – Net 30 days	\$40,309.00

Bradford Community Build

3 day Community Build Supervision include 1 planning meeting
Up to 3 – 10 hours days of Supervision. \$ 2,850.00
Dates of Build November 10, 11 and 12, 2016

Project Total: \$43,159.00

Colors per drawing unless otherwise noted on signed quote.

Thank you for the opportunity to provide this quotation.

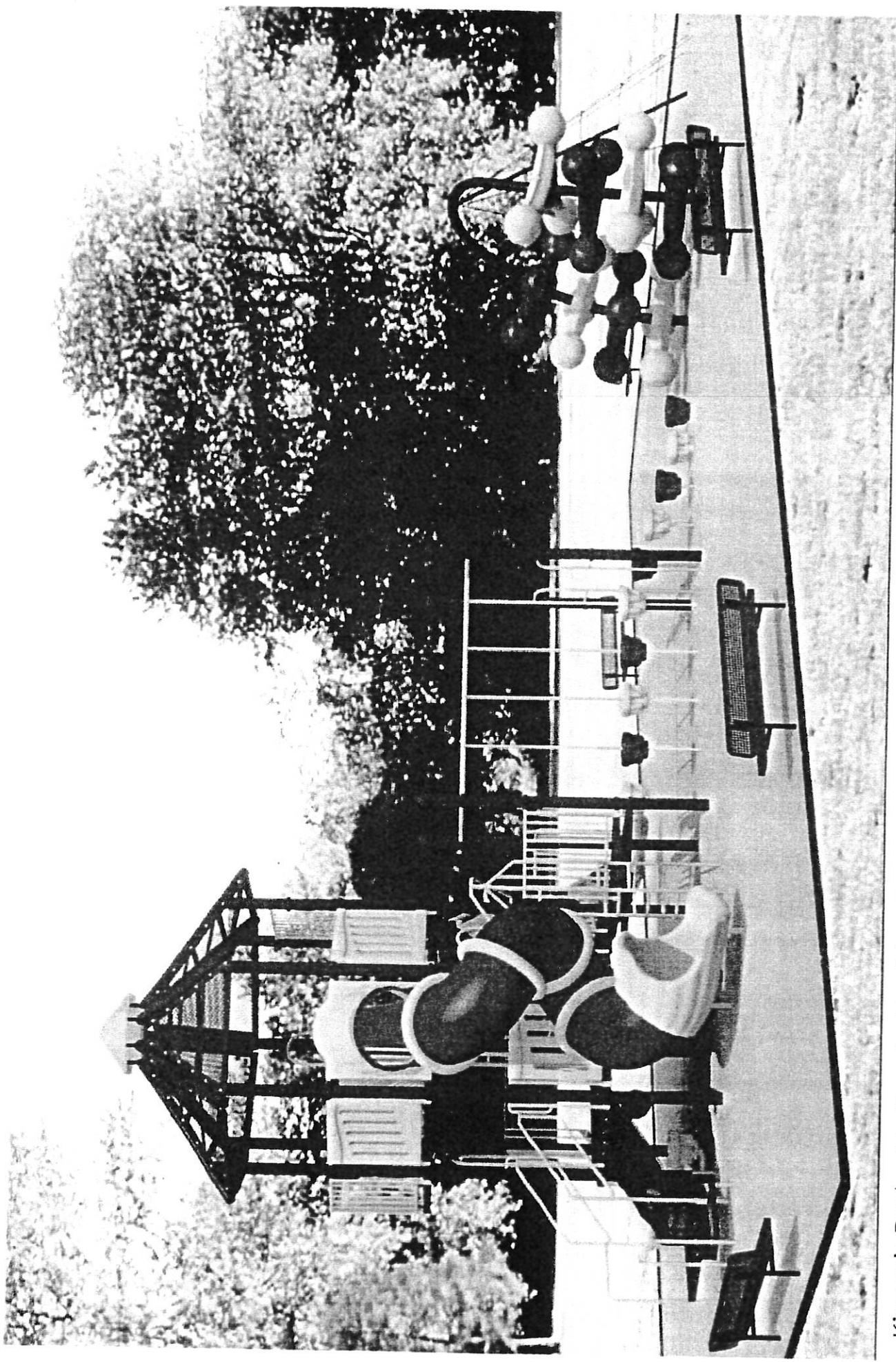
Signed: Kimberly Alexander
Miracle Midwest

THIS QUOTE DOES NOT INCLUDE:

- ✓ Unloading/Storage/
- ✓ Bob Cat and equipment necessary for Community Build
- ✓ Concrete for Community Build
- ✓ Volunteers for Community Build
- ✓ Timbers
- ✓ Safety Surfacing
- ✓ Excavation
- ✓ Drainage

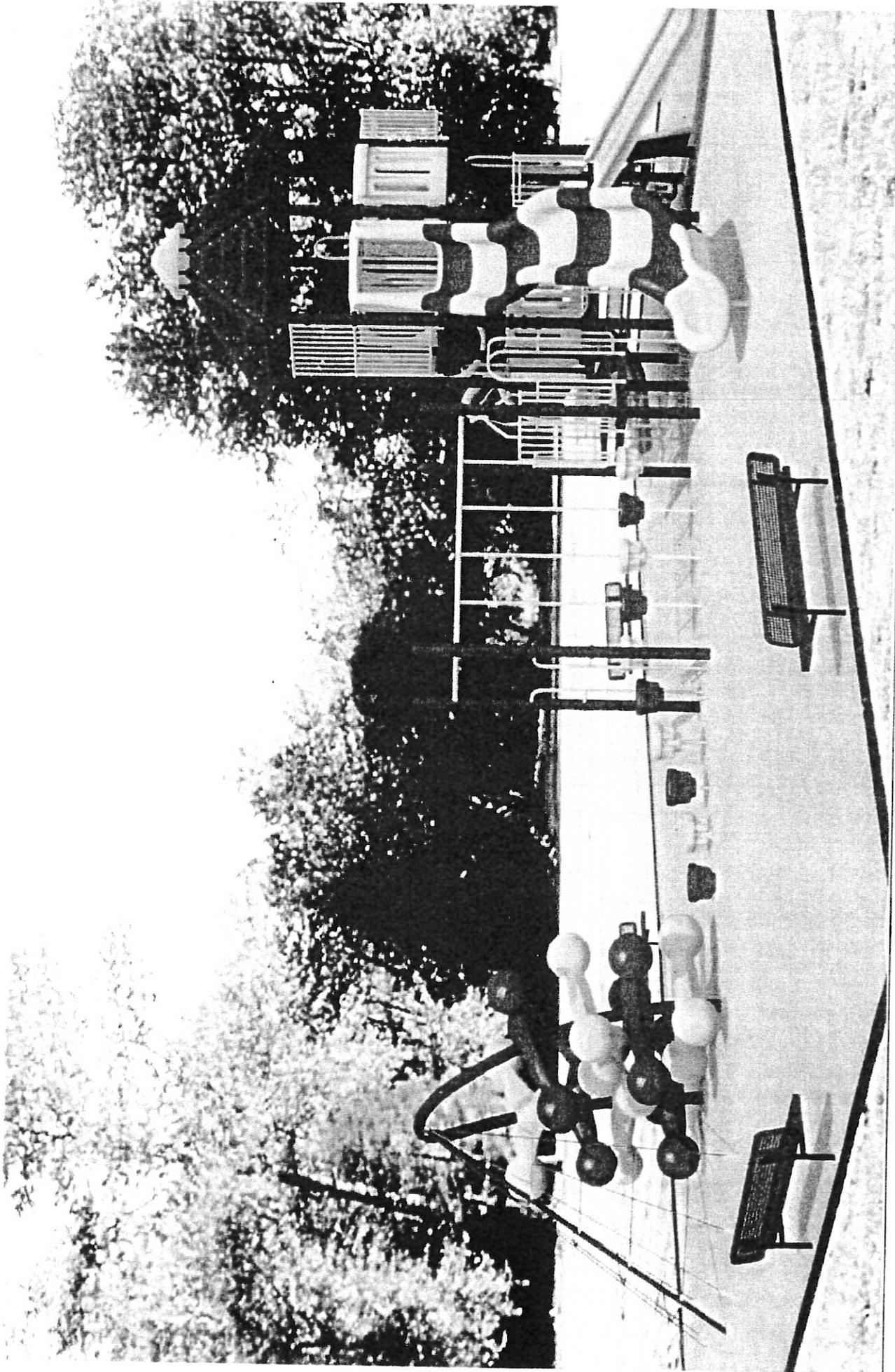
Playground Equipment | Steel, Wood, & Fabric Shelters | Splashpads | Athletic Equipment | Safety Surfacing | Dog & Specialty Parks | Site Furniture

P.O. BOX 130 • Holly, Michigan 48442 • Fax (517) 349-1911 • info@MiracleMidwest.com



Kiwanis Park - Option 1 - Revision D - View 1
Plymouth, MI
MMW160080A





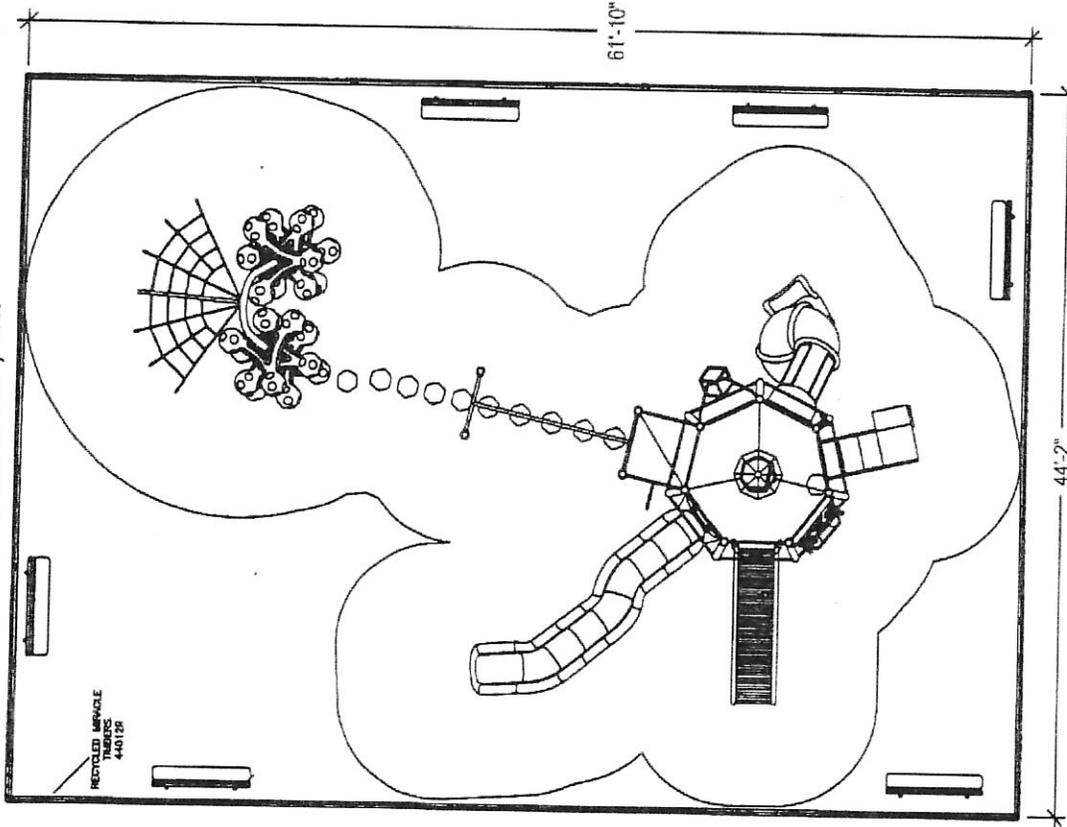
Kiwanis Park - Option 1 - Revision D - View 2

Plymouth, MI

MMW160080A



KIWANIS PARK - OPTION 1 - REVISION D
PLYMOUTH, MI



Play Area Capacity: 70 - 80

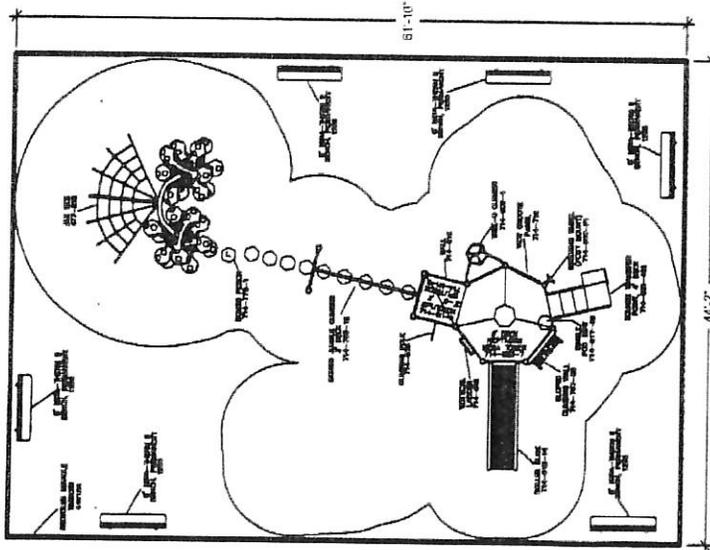
AREA: 2,731 SQ.FT.
PERIMETER: 212'

The information provided is for estimation purposes only.

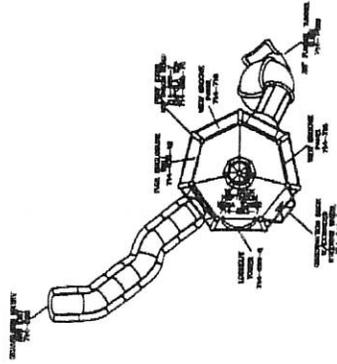
To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.

<p>MMW160080A-1A-1</p> <p>GROUND SPACE: N/A</p> <p>PROTECTIVE AREA: NOTED</p>	<p>✓ COMPLIES TO CPSC</p>	<p>DESIGNED FOR AGES: 5-12</p>	<p>SCALE: 3/32" = 1'-0"</p>
	<p>✓ COMPLIES TO ASTM</p>	<p>TYPE: 0</p>	<p>DATE: 3/22/16</p>
	<p>✓ COMPLIES TO ADA</p>	<p>QUANTITY: 0</p>	<p>BDS</p>
<p>AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.</p>			

KIWANIS PARK - OPTION 1 - REVISION D
PLYMOUTH, MI



MAIN LEVEL



UPPER LEVEL



To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.



THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.

MMW160080A-1A-2

GROUND SPACE: N/A
PROTECTIVE AREA: NOTED

✓ COMPLIES TO CPSC

✓ COMPLIES TO ASTM

✓ COMPLIES TO ADA

DESIGNED FOR AGES 5-12

AMERICAN OVERSIGHT & INSURANCE
LTD. HAS PERFORMED AN INSPECTION
TYPE: 0 QUANTITY: 0

SCALE: 1/16" = 1'-0"

DATE: 3/22/16

BDS

**WADE TRIM
 BID TABULATION**

SUBJECT 2015 Sidewalk and Street Repair Program
JOB NO. PLY 2098-021
CLIENT: City of Plymouth
DATE: June 24 2015
Bid Date: June 22 2015

PAY ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	Rotondo Construction, Inc.	La Co
→ 1	Remove and Replace 4 inch Concrete Sidewalk	7,500	Sft	\$5.25 \$39,375.00 \$39,375.00	←
→ 2	Remove and Replace 6 inch Concrete Sidewalk Ramps (ADA)	140	Sft	\$9.00 \$1,260.00 \$1,260.00	←
3	Remove and Replace 6 inch Concrete Sidewalk and Drives	325	Sft	\$6.25 \$2,031.25 \$2,031.25	
4	Remove and Replace Concrete Curb and Gutter	60	Lft	\$29.00 \$1,740.00 \$1,740.00	
5	Epoxy Anchored Hook Bolts	100	Each	\$7.00 \$700.00 \$700.00	
6	Remove and Replace 8 inch Concrete Pavement with Integral Curb	300	Syd	\$58.50 \$17,550.00 \$17,550.00	
7	Remove and Replace 8 inch Concrete Pavement	300	Syd	\$58.50 \$17,550.00 \$17,550.00	
8	Remove Bit Pavement/Cold Patch and Replace with 8 inch Concrete Pavement	50	Syd	\$59.85 \$2,992.50 \$2,992.50	
9	Adjust Structure	5	Each	\$75.00 \$375.00 \$375.00	
10	Reconstruct Structure	10	Vft	\$75.00 \$750.00 \$750.00	
11	Replaster Existing Structure	10	Each	\$75.00 \$750.00 \$750.00	
TOTAL CONTRACT PRICE (Items 1 thru 11)				\$85,073.75 \$85,073.75	

AGREEMENT
between
THE COUNTY OF WAYNE
and
THE CITY OF PLYMOUTH
for
Improvements to
KIWANIS PARK
[Fiscal year 2015-2016]

TABLE OF CONTENTS

1.	PURPOSE	2
2.	SCOPE OF THE PROJECT	2
3.	TERM OF CONTRACT	2
4.	COUNTY'S COVENANTS.....	2
5.	CITY'S COVENANTS	3
6.	TERMINATION	5
7.	DATA TO BE FURNISHED	5
8.	ADMINISTRATION	6
9.	RELATIONSHIP OF PARTIES.....	7
10.	INSURANCE.....	7
11.	HOLD HARMLESS	7
12.	LIABILITY	8
13.	ENVIRONMENTAL MATTERS	8
14.	COMPLIANCE WITH LAWS.....	10
15.	AMENDMENTS	11
16.	NONDISCRIMINATION PRACTICES	11
17.	ETHICS IN CONTRACTING.....	13
18.	NOTICES.....	14
19.	WAIVER OF ANY BREACH	14
20.	SEVERABILITY OF PROVISIONS.....	15
21.	MERGER CLAUSE	15
22.	JURISDICTION AND LAW	15
23.	COMPLIANCE WITH CONSENT AGREEMENT	16
23.	MISCELLANEOUS	17
24.	AUTHORIZATION AND CAPABILITY.....	18
26.	SIGNATURE.....	18

- EXHIBIT A LEGAL DESCRIPTIONS
- EXHIBIT B PROJECT DESCRIPTION
- EXHIBIT C SIGNAGE SPECIFICATIONS
- EXHIBIT D INSURANCE COVERAGES

THIS AGREEMENT (“Agreement”) is between the County of Wayne, Michigan, a public body corporate and Home Rule Charter County, acting through its Department of Public Services, Parks Division (hereinafter the “County”) and the City of Plymouth, a Michigan municipal corporation (hereinafter the “City”).

1. PURPOSE

1.01 The County and City have an interest in entering into cooperative parks and recreation projects that are mutually beneficial to the residents and visitors of Wayne County.

2. SCOPE OF THE PROJECT

2.01 The County shall cooperatively fund the construction of improvements (the “Project”) at Kiwanis Park located in the City (hereinafter the “Site”), for the residents of Wayne County, at the location described in **Exhibit A** attached hereto and made a part hereof. The County shall finance any improvements agreed upon by the Chief Executive Officer for the County or his/her designee and the Mayor for the City or his/her designee, in creation of the Project under the limitations indicated in Sections 4 and 5.

3. TERM OF CONTRACT

3.01 The effective date of this Agreement is upon approval of the Wayne County Commission and execution by the Wayne County Chief Executive Officer.

3.02 This Agreement shall terminate two (2) years after the effective date.

3.03 If City fails to complete the Project by the termination date as stated in Section 3.02, the parties agree that the County shall be under no further obligation to provide any remaining funds committed hereunder.

4. COUNTY'S COVENANTS

4.01 The County shall fund construction of the recreational appurtenances described in **Exhibit B** attached hereto and made a part hereof. The funding provided by the County for these recreational appurtenances **shall not exceed Fourteen Thousand Six Hundred Five (\$14,605.00) Dollars.**

5. CITY'S COVENANTS

5.01 Prior to construction of any portion of the Project, City shall provide the County with documents evidencing title to the Site, including, but not limited to, deeds, assignments, leases, land contracts, and mortgage instruments. The documents shall specify all covenants, restrictions, easements, or other encumbrances on the Site.

5.02 City warrants that it is the legal owner with good, valid, and clear title to the Site described in **Exhibit A.**

5.03 City shall hold harmless and defend the County against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including but not limited to, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to an action by a third party to quiet title in the Site described in **Exhibit A.**

5.04 City shall keep accurate records and account of the Project costs that shall be accessible for inspection and audit by a representative of the County.

5.05 City shall submit to the County no more frequently than once every thirty (30) days, a certified application for reimbursement of acceptable Project costs together with all contractor and subcontractor certified invoices and any required supporting documentation for reimbursement, which shall be made upon receipt and approval of the application for reimbursement. The County is under no obligation to reimburse City for any unapproved costs or costs outside the scope of this Agreement.

5.06 City shall be responsible for financing the Project beyond the financial commitment the County has made as indicated in Section 4.01.

5.07 City shall operate and maintain the Site for public recreation, and that it shall allow each park to be open to the public on equal and reasonable terms and that no individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age or handicap.

5.08 If City fails to complete the Project during the term of this Agreement or within two (2) years of the effective date of this Agreement, the parties agree that the County shall be under no further obligation to provide any remaining funds committed hereunder.

5.09 City agrees that in consideration of the financial commitment that the County is providing for the Project, City shall operate the Site as a recreational facility for no less than ten (10) years after the Project is completed.

5.10 City shall develop signage at its own expense, which recognizes the County as a donor at the Site. The signage shall comply with the specifications described in **Exhibit C** attached hereto and made a part hereof. The County shall have the right to approve the signage. Such approval shall not be unreasonably withheld or delayed. City shall install the signage prior to the Project's completion.

5.11 City agrees to provide the County with an opportunity to participate in and plan any press conference, ribbon cutting ceremony, opening ceremony, or other public/media announcement related to the Project ("media event"). City further agrees to provide the County with no less than thirty (30) days prior written notice of a proposed media event.

5.12 Breach of any of the provisions contained in this Article may be regarded as a material breach of this Agreement.

6. TERMINATION

6.01 This Agreement can be terminated by either party with or without cause upon thirty (30) days written notice, prior to commencing construction. If terminated prior to commencing construction of the Project, each party is solely responsible for its own costs, fees, and obligations incurred prior to the termination.

6.02 After the Project's construction is commenced, the County may terminate this Agreement with or without cause and shall be responsible for expenses incurred by City and previously approved by the County, not to exceed the amount stated in Section 4.01.

6.03 City may terminate this Agreement, with or without cause, after construction is commenced and shall return to the County any funding provided by the same under this Agreement.

6.04 This Agreement shall terminate if the Site is not operational and regularly open to the public.

7. DATA TO BE FURNISHED

7.01 City shall maintain copies of all information, books, data, reports, records, etc., related to the Project. Such information and records shall be maintained for a period of at least three (3) years, from the date City receives its final reimbursement payment under this Agreement, and in accordance with MCL 399.5 and 750.491.

7.02 Upon the request of the County or its authorized representative, including its Legislative Auditor General, City shall furnish, without charge, copies of all information, books, records, data, reports, etc., of City, or any contractors, subcontractors, consultants or agents rendering or furnishing services under this Agreement, whether direct or indirect, that shall permit adequate evaluation or audit of the services provided by City or any of its contractors,

subcontractors, consultants or agents. City shall include a similar covenant allowing for County audit in any agreement it has with a contractor, subcontractor, consultant or agent related to this Agreement. The County may delay reimbursement payments to City pending the results of any such audit without penalty or interest.

7.03 The County may schedule conferences at mutually convenient times with City administrative personnel to gather the information. If, as a result of any audit conducted by or for the County relating to City's performance under this Agreement, a discrepancy should arise as to the amount of compensation due City, City shall pay to the County on demand the amount of compensation in question. If City fails or refuses to make payment, in addition to other legal remedies available to the County, the County may retain said amount from any funds allocated to City but not yet disbursed under this Agreement or may offset such a deficiency against the compensation to be paid City in any concurrent, successive or future agreements between the parties.

7.04 City further acknowledges the right of the Wayne County Commission as a third-party beneficiary of this Agreement to sue for specific performance to enforce the audit rights provided herein for the Legislative Auditor General.

8. ADMINISTRATION

8.01 City shall inform the County as soon as the following types of conditions become known:

1. Probable delays or adverse conditions which do or may materially prevent meeting the objectives of this Agreement, including changes, transfer, or assignment of any real property interest related to the Site;
2. Favorable developments or events that enable meeting time schedules or goals sooner than anticipated; or
3. Any changes or modifications in appropriations and funding for the Project.

9. RELATIONSHIP OF PARTIES

9.01 The parties are independent entities. No liability or benefits, such as Workers Compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agents, contractors, subcontractors, or employees as a result of this Agreement. No relationship, other than that of independent contractor shall be implied between the parties, or either party's agents, employees, contractors, or subcontractors.

10. INSURANCE

10.1 The City shall require that all contractors undertaking work on the Project provide insurance coverage in said amounts as set forth in **Attachment D**.

10.2 All insurance and bonds shall name the County of Wayne and the City as insured or beneficiary.

11. HOLD HARMLESS

11.01 City agrees to remain responsible for its own negligence, or tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, contractors, subcontractors, consultants, or agents. It is agreed that the County is merely acting as a funding source for the Project and that any negligence, or tortious acts, errors, or omissions on the part of the County shall only arise out of providing these funds or processing reimbursement requests made by City as submitted pursuant to Section 5.05.

11.02 This hold harmless provision shall not be construed as a waiver of any governmental immunity by the County, the City or their agencies, or employees, as provided by statute or modified by court decisions.

12. LIABILITY

12.01 The County does not assume and is not responsible for, payment of any debt service, lien, or encumbrance, including, but not limited to, mortgage, promissory note, land contract, or other obligation, incurred prior to the signing or during the term of this Agreement.

12.02 This Agreement shall not create beneficial rights for any third party other than the Wayne County Commission. This Agreement is entered into for the sole benefit of the parties to this Agreement.

13. ENVIRONMENTAL MATTERS

13.01 City warrants to the County that City shall not use Hazardous Materials (as defined in Section 13.06) at the Site in violation of any governmental regulation pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

13.02 City warrants that it is not in violation of governmental regulations pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at the Site, and, to the best of City's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects the Site.

13.03 City shall keep the Site free of Hazardous Materials except to the extent that the Hazardous Materials are stored or used in compliance with applicable local, state and federal regulations. City shall not cause or permit the Site to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with governmental regulations. City shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of City, any tenant, subtenant or

occupant, the release, spill, leak or emission of Hazardous Materials at the Site or onto any other contiguous property.

13.04 City warrants to County that the Site is free of any Hazardous Materials. Prior to commencing the Project, City may conduct and complete or cause to be conducted and completed an investigation, including a comprehensive environmental audit, studies, sampling, and testing. A copy of any environmental audit, study, sampling or testing shall be provided to the County within ten (10) working days of City's receipt of such audit, study, sampling or testing. If an audit reveals the existence of any Hazardous Material at the Site, City shall immediately disclose the findings to the County. Any audit conducted by the County is solely for the benefit, protection, and interest of the County. City or any third party shall not rely upon the audit conducted by the County for any purpose. If Hazardous Materials are discovered, City may terminate this Agreement pursuant to Section 6.01 or 6.03 such that it shall have no obligation pursuant to this Agreement to take any remedial, removal, and/or other actions necessary to clean up and remove Hazardous Materials.

13.05 It is agreed that the County is merely acting as a funding source for the Project and that the County shall only be responsible for providing these funds and processing reimbursement requests made by City as submitted pursuant to Section 5.05. Therefore, the County shall not be responsible for any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to:

1. The presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Site or the soil, water, vegetation, buildings, personal property, persons or animals;

2. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials at the Site;
3. Any lawsuit brought or threatened, settlement reached or government order relating to the Hazardous Materials with respect to the Site;
4. Any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of any mortgage, which are based on or related to the Hazardous Materials used at the Site;
5. This section applies to the presence, disposal, release, leakage, or threatened release of any Hazardous Materials prior to the effective date of this Agreement.

13.06 Hazardous Material means any material or substance:

1. Which is or becomes defined as a hazardous substance, pollutant, or contaminant pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 *et seq.*) and any amendments thereto and regulations pursuant thereto;
2. Containing gasoline, oil, diesel, fuel, or other petroleum products;
3. Which is or becomes defined as hazardous waste pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901 *et seq.*) and any amendments thereto and regulations pursuant thereto;
4. Containing polychlorinated biphenyl;
5. Containing asbestos;
6. Which is radioactive;
7. The presence of which requires investigation or remediation under any governmental regulation; or
8. Which is or becomes defined as a hazardous waste, hazardous substance, pollutant, contaminant, or biologically hazardous material under any governmental regulation.

14. COMPLIANCE WITH LAWS

14.01 Each party shall comply with and shall require its employees to comply with all applicable laws and regulations.

14.02 City shall construct and develop the Project or cause the Project to be constructed and developed according to applicable local, state and federal laws.

15. AMENDMENTS

No amendment to this Agreement is effective unless it references this Agreement, is written, is signed and acknowledged by duly authorized representatives of both parties and approved by resolutions adopted by the City Commission of the City of Plymouth and the Wayne County Commission.

16. NONDISCRIMINATION PRACTICES

16.01 City shall require that all contractors, subcontractors, consultants and agents retained to perform work related to this Agreement comply with:

1. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d *et seq.*) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to these Titles.
2. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
4. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*) and its associated regulations.
5. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
6. The anti-discrimination provisions as required by Section 120-192 of the Wayne County Code of Ordinances.

16.02 All contractors, subcontractors, consultants and agents retained by City to perform work related to this Agreement shall not:

1. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.

2. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, familial status, height or weight.
3. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
4. Except as permitted by rules and regulations promulgated pursuant to Section 120-192 of the Wayne County Code of Ordinances, or applicable state or federal law, make or use a written or oral inquiry or form of application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight, of prospective employees. City also shall not make or keep a record of that information or disclose such information.
5. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap, or sex.

16.03 City agrees that it shall notify all of its contractors, subcontractors, consultants, or agents of their obligations relative to non-discrimination under this Agreement when soliciting the contractor, subcontractor, consultant, or agent. City shall include the provisions of this Article in any contract, as well as provide the County with a copy of any agreement with a contractor, subcontractor, consultant, or agent completing work related to this Agreement.

16.04 All contractors, subcontractors, consultants and agents retained by City to perform work related to this Agreement shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight. This Section does not apply if it is determined by the Division of Human Relations that the requirements are bona fide

occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon City.

16.05 Breach of any of the covenants in this Article may be regarded as a material breach of this Agreement.

16.06 City acknowledges the right of the Director of Human Relations to sue to enforce the provisions in this Article.

16.07 If City or any of its contractors, subcontractors, consultants, or agents does not comply with the non-discrimination provisions of this Agreement, the County may impose sanctions, as it determines to be appropriate, including but not limited to the cancellation, termination or suspension of this Agreement, in whole or in part.

16.08 In the event that City is or becomes subject to federal or state law which conflicts with the requirements of Section 120-192 of the Wayne County Code of Ordinances, the provisions of federal or state law shall apply and this Agreement shall be interpreted and enforced accordingly. In accordance with 1976 PA 453, City covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, weight, height, or marital status, and to require a similar covenant on the part of any contractor, subcontractor, consultant, or agent employed in the performance of this Agreement.

17. ETHICS IN CONTRACTING

17.01 City and all of its contractors shall comply with Article 12 of Chapter 120 of the Wayne County Code of Ordinances governing "Ethics in Public Contracting" or any similarly existing City ordinances.

18. NOTICES

18.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement shall be given in writing and mailed by first-class mail and addressed as follows:

If to City:

Director
Plymouth Recreation Department
Plymouth Cultural Center
535 Farmer Street
Plymouth, Michigan 48170

If to the County:

Director of Parks
Wayne County Parks
33175 Ann Arbor Trail
Westland, Michigan 48185

and

Director of Administration
Wayne County Department of Public Services
400 Monroe, Suite 300
Detroit, Michigan 48226

18.02 All notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party shall be signed by an authorized representative of such party.

18.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and shall be sent by registered or certified mail, postage prepaid, return receipt requested.

19. WAIVER OF ANY BREACH

No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach constitutes a waiver of any breach of term. No waiver of

any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

20. SEVERABILITY OF PROVISIONS

If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

21. MERGER CLAUSE

21.01 This Agreement, including the Exhibits contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth in this Agreement. No rights or remedies are, or shall be acquired by either party by implication or otherwise unless set forth herein.

21.02 This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one agreement.

22. JURISDICTION AND LAW

This Agreement, and all actions arising from it, shall be governed by, subject to, and construed according to the laws of the State of Michigan. Each party consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. Each party shall not commence any action against the other because of any matter arising out of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the

Eastern District of Michigan, Southern Division, the Court of Claims, the Michigan Supreme Court or the Michigan Court of Appeals.

23. COMPLIANCE WITH CONSENT AGREEMENT

23.01 The parties acknowledge that this Contract is subject to Public Act 436 of 2012, MCL 141.1541 to 141.1575 ("Act") and the Consent Agreement between the County and the State Treasurer N.A. Khouri from August 21, 2015 through October 18, 2016 ("Consent Agreement Effective Period").

23.02 Upon written request of the County, the Contractor shall promptly and fully provide all necessary and requested assistance and information under the Consent Agreement and under the Act.

23.03 The Contractor shall promptly provide notice to the County Executive if the Contractor receives a request for assistance by an officer, employee, agency or contractor of the State Department of Treasury.

23.04 The Contractor shall promptly provide notice to the County Executive of knowledge or information of any action or omission that could be considered, or that could lead to, a failure to comply with or breach of the Consent Agreement or of a violation of state or federal law with respect to a matter relating to the Consent Agreement, including the Open Meetings Act, 1976 PA 267, the Uniform Budget and Accounting Act, 1968 PA 2, or the Emergency Municipal Loan Act, 1980 PA 243, by the County, the County Commission, the County Executive, or another officer of the County, during the Consent Agreement Effective Period.

23.05 To satisfy Sections 23.03 and 23.04, the Contractor shall immediately provide notice to the County Executive by sending an email to consentagreement@waynecounty.com or

by completing the submission form found at www.waynecounty.com/mb/consent-agreement.htm.

23.06 If this Contract is considered "Debt" under the terms of the Consent Agreement, it may not be executed or submitted to the County Executive or County Commission for approval until it has been submitted to the County Chief Financial Officer for approval and verification that the required State Treasurer's approval has been received.

24. MISCELLANEOUS

24.01 It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

24.02 The parties agree that upon termination of this Agreement, the following sections shall survive termination and shall remain in full force and effect: 5.02; 10; 11; 12; 13; 14; 16; 17; and 22.

24.03 The term "County" includes the Charter County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents, and employees.

24.04 This Agreement shall not be construed as a waiver of any governmental immunity the County, the City, their agencies, or employees, have as provided by statute or modified by court decisions.

24.05 The headings of the articles in this Agreement are for convenience only and shall not be used to construe or interpret the scope or intent of this Agreement or in any way affect this Agreement.

25. AUTHORIZATION AND CAPABILITY

25.01 This Agreement has been approved and executed by the Charter County of Wayne and the City of Plymouth, as evidenced by the attached Resolutions adopted by the City Commission of the City of Plymouth and the Wayne County Commission. Copies of such resolutions shall be attached to this Agreement.

25.02 Each party warrants that the person signing this Agreement is authorized to sign on behalf of its principal and is empowered to bind its principal to this Agreement.

25.03 This Agreement is effective only upon approval by the Wayne County Commission and execution by the Wayne County Chief Executive Officer.

26. SIGNATURE

26.01 The County and City, by their authorized officers and representatives have executed this Agreement as of the dates written below.

[SIGNATURES ON THE FOLLOWING PAGES]

KIWANIS PARK

WITNESSES:

COUNTY OF WAYNE

By: _____

Warren C. Evans

Its: Chief Executive Officer

Date: _____

County Commission approved and execution authorized by Resolution

No. _____

Date: _____

STATE OF MICHIGAN)

)

COUNTY OF WAYNE)

This document was acknowledged before me on _____ by Warren C. Evans, on behalf of the Charter County of Wayne.

Notary Public, Wayne County, Michigan
County of Wayne, State of Michigan
My Commission Expires: _____
Acting in Wayne County

KIWANIS PARK

WITNESSES:

REDFORD CITY

By: _____

Daniel Dwyer

Its: *Mayor*

Date: _____

City Commission of the City of Plymouth approved
and execution authorized by Resolution

No. _____

Date: _____

STATE OF MICHIGAN)

)

COUNTY OF WAYNE)

This document was acknowledged before me on _____ by _____ on
behalf of City of _____.

Notary Public,
County of Wayne, State of Michigan
My Commission Expires: _____
Acting in Wayne County

EXHIBIT A
LEGAL DESCRIPTIONS

Exhibit A: Legal Description (Kiwanis Park)

Lots No. 24, "Assessor's Plymouth Subdivision No. 2."

Lots No. A thru D inc., 52 thru 57 inc., "Maple Croft Subdivision" (Plymouth Village and Twp. Of Plymouth).

Lots No. 113 thru 117 inc., "Nash's Plymouth Subdivision."

Lots No. 111 thru 140 inc., "Puriten Holm Addition."

Lots No. 73 thru 77 inc., "Sunset Addition."

Lots No. 1 thru 9 inc., 14 thru 27 inc., "Thomas' Subdivision."

EXHIBIT B
PROJECT DESCRIPTION

EXHIBIT C
SIGNAGE SPECIFICATIONS

ATTACHMENT D

INSURANCE COVERAGE'S

CITY, at its expense, or any contractors, subcontractors, consultants or agents retained by CITY, at its own expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives or employees. Contractor shall maintain at least the following minimum coverage:

Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

Umbrella or Excess Liability

Policy in an amount not less than \$3,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

Automobile Liability

Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation

Insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (if Design/Build)

Insurance appropriate to the Contractor's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.

Builder's Risk (Course of Construction)

Insurance utilizing "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards)

Insurance with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

➤ If the Contractor maintains higher limits than the minimum insurance coverage required as stated above in this Attachment, the Contractor shall maintain the coverage for the higher insurance limits for the duration of this Agreement.

Additional Insured Status

The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor grants to the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

➤ All insurance shall be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

Claims-made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date shall be shown and shall be before the date of this Agreement or the date the Contractor starts to perform the services.
2. Insurance shall be maintained and evidence of insurance shall be provided for at least five (5) years after completion of this Agreement.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to this Agreement's effective date, the Contractor shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

➤ The Contractor shall submit certificates evidencing the insurance to the Risk Management Division at the time the Contractor executes an agreement with the City, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Surety Bonds

The Contractor shall provide the following Surety Bonds: 1) Bid bond; 2) Performance bond; 3) Payment bond; 4) Maintenance bond. The payment bond and the performance bond shall be in a sum equal to the contract price. If the performance bond provides for a one year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Michigan and secured through an authorized agent with an office in Michigan.

EXHIBIT A
LEGAL DESCRIPTIONS

Exhibit A: Legal Description (Kiwanis Park)

Lots No. 24, "Assessor's Plymouth Subdivision No. 2."

Lots No. A thru D inc., 52 thru 57 inc., "Maple Croft Subdivision" (Plymouth Village and Twp. Of Plymouth).

Lots No. 113 thru 117 inc., "Nash's Plymouth Subdivision."

Lots No. 111 thru 140 inc., "Puriten Holm Addition."

Lots No. 73 thru 77 inc., "Sunset Addition."

Lots No. 1 thru 9 inc., 14 thru 27 inc., "Thomas' Subdivision."

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed, executed, acknowledged and delivered in its name and on its behalf by the State Land Office Board, its duly authorized agency, and has caused the seal of said board to be affixed hereto on the day and year first above written, at the Capitol in the City of Lansing.

Signed, Sealed and Delivered
In Presence of

Leila Bentley
Leila Bentley
Martha Hoyt
Martha Hoyt

STATE OF MICHIGAN
By the STATE LAND OFFICE BOARD
By *Vernon J. Brown*
Vernon J. Brown, Chairman
Fred M. Greenstreet
Fred M. Greenstreet, Member

State of Michigan, } ss.
County of Ingham, }

On this 12th day of December, A. D. 1940, before me, the undersigned, a notary public in and for said county, personally appeared Vernon J. Brown and Fred M. Greenstreet, to me known to be the persons who executed the foregoing Quit Claim Deed, who, being by me duly sworn, did say that they are the chairman and a member, respectively, of the State Land Office Board, a public corporation, and that the seal affixed to said instrument is the corporate seal of said board, and that said instrument was signed and sealed by the authority of said board in behalf of said board acting for and on behalf of the State of Michigan, and the said Vernon J. Brown and Fred M. Greenstreet acknowledged said instrument to be the free act and deed of said board acting for and on behalf of the State of Michigan, and the free act and deed of the State of Michigan.

Rosemary R. Wallace
Notary Public, Ingham County, Michigan
Rosemary R. Wallace

My commission expires April 4, 1944

0464570

DEED

STATE OF MICHIGAN
BY STATE LAND OFFICE BOARD
RECEIVED
MAYHE COUNTY
DEC 20 1940
HAYDEN
LIBRARY
08539
03040

Register's Office.

County

Received for Record the

day of DEC 20 1940 A. D. 19

at 12 o'clock P M.

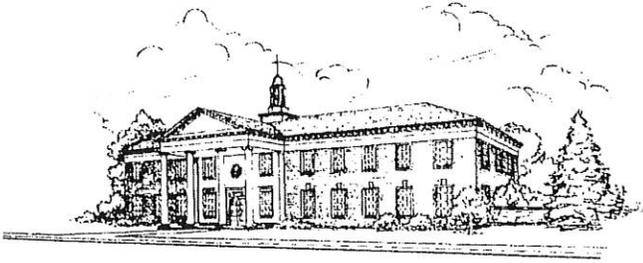
and recorded in Liber.

of Deeds, on page

LIBER 0098 PAGE 001

Register

EXHIBIT B
PROJECT DESCRIPTION



City of Plymouth

RECREATION DEPARTMENT
PLYMOUTH CULTURAL CENTER
525 FARMER STREET
PLYMOUTH, MICHIGAN 48170
(734) 455-6620
www.ci.plymouth.mi.us

October 26, 2016

David Cartwright, Assistant Director
Wayne County Parks Division
33175 Ann Arbor Trail
Westland, MI 48185

Dear Assistant Director Cartwright:

Thank you for the information in regards to the Wayne County Millage Funding Allocation for Fiscal Year 2015-2016 in the amount of \$14,605.00.

The City of Plymouth would like to use the Parks Millage Fund allocation toward a play structure renovation project located at Kiwanis Park within the City of Plymouth. Kiwanis Park is located at the intersection of Auburn Street and Junction Street, just east of Sheldon Rd.

Please find attached a project description, recorded property deed, product specifications and quote / cost estimates.

If you require any additional information, please feel free to call or e-mail.

Sincerely,

Steve Anderson
Recreation Director

office: 734-455-6620 x 302,
e-mail: sanderson@ci.plymouth.mi.us

THE CITY OF HOMES



City of Plymouth – Recreation Department

Project Description for Wayne County Parks Millage Allocation

County Fiscal Year 2015 / 2016

Kiwanis Park Play Structure Renovation

Project:

The Kiwanis Club of Colonial Plymouth (Kiwanis) has been in discussion with the City of Plymouth over the last year to develop a plan to renovate their namesake, Kiwanis Park, located at Junction and Auburn St. The Kiwanis Club would like to begin the renovations with replacing the 5-12 year age group playground equipment, installing new sidewalks leading into the playground, and supplementing the existing safety surfacing.

Purpose:

The playground structure renovation is being done to preserve the safety and public welfare of the members of the community.

Replacement of the new playground equipment will be supervised by the two Certified Playground Safety Inspectors that are full time employees of the City of Plymouth, Department of Municipal Services.

Purchasing and Funding:

The total anticipated project cost is listed at \$60,188.25 equitably sharing the cost between the City of Plymouth and the Kiwanis Club of Colonial Plymouth. The City's share will be an amount not to exceed \$30,094.12, while the Kiwanis Club's portion will be \$30,094.13.

The City will utilize monies received from the Wayne County Parks Millage in the amount of \$14,605.00, bringing the City's net expenditure at the end of this project to \$15,627.12.



CALL 800-722-8546

MiracleMidwest.com

Now Serving
Michigan, Indiana,
& Ohio!

QUOTATION - 09302106

TO: City of Plymouth
1231 Goldsmith
Plymouth, Mi 48170
Attention: Adam Gerlach
Ph: 734-453-7737 . Fax:

DATE: September 30, 2016
SUBJECT: Kiwanis Park
QUOTE FIRM: 30 days
DELIVERY TIME ARO: 5 - 6 weeks
Email:

PRICES QUOTED: F.O.B: JOBSITE

TERMS: NET 30 DAYS WITH APPROVED CREDIT AND WITH PURCHASE ORDER.

NO ORDERS WILL BE PLACED WITHOUT A SIGNED QUOTATION AND/OR PURCHASE ORDER.

ORDERS OVER \$5,000 WILL REQUIRE A SIGNED PURCHASE ORDER BEFORE THEY WILL BE PLACED.

QUANTITY	ITEM #	DESCRIPTION	TOTAL PRICE
----------	--------	-------------	-------------

Miracle

1	MMW160080A	Mega Tower w/ Bongo Jungle Climber and Jax Webb	
			\$58,236.00
6	#1266	6' permanent benches	\$ 2,412.00
		Equipment Total	\$60,648.00
		Donation to your project	\$24,259.00
		Sales Tax	\$36,389.00
		Freight (lbs. Valid only for 30 days)	\$ 3,920.00
		Delivered Cost - Net 30 days	\$40,309.00

Bradford Community Build

3 day Community Build Supervision include 1 planning meeting Up to 3 - 10 hours days of Supervisor. Dates of Build November 10, 11 and 12, 2016	\$ 2,850.00
---	-------------

Project Total: \$43,159.00

Colors per drawing unless otherwise noted on signed quote.

Thank you for the opportunity to provide this quotation.

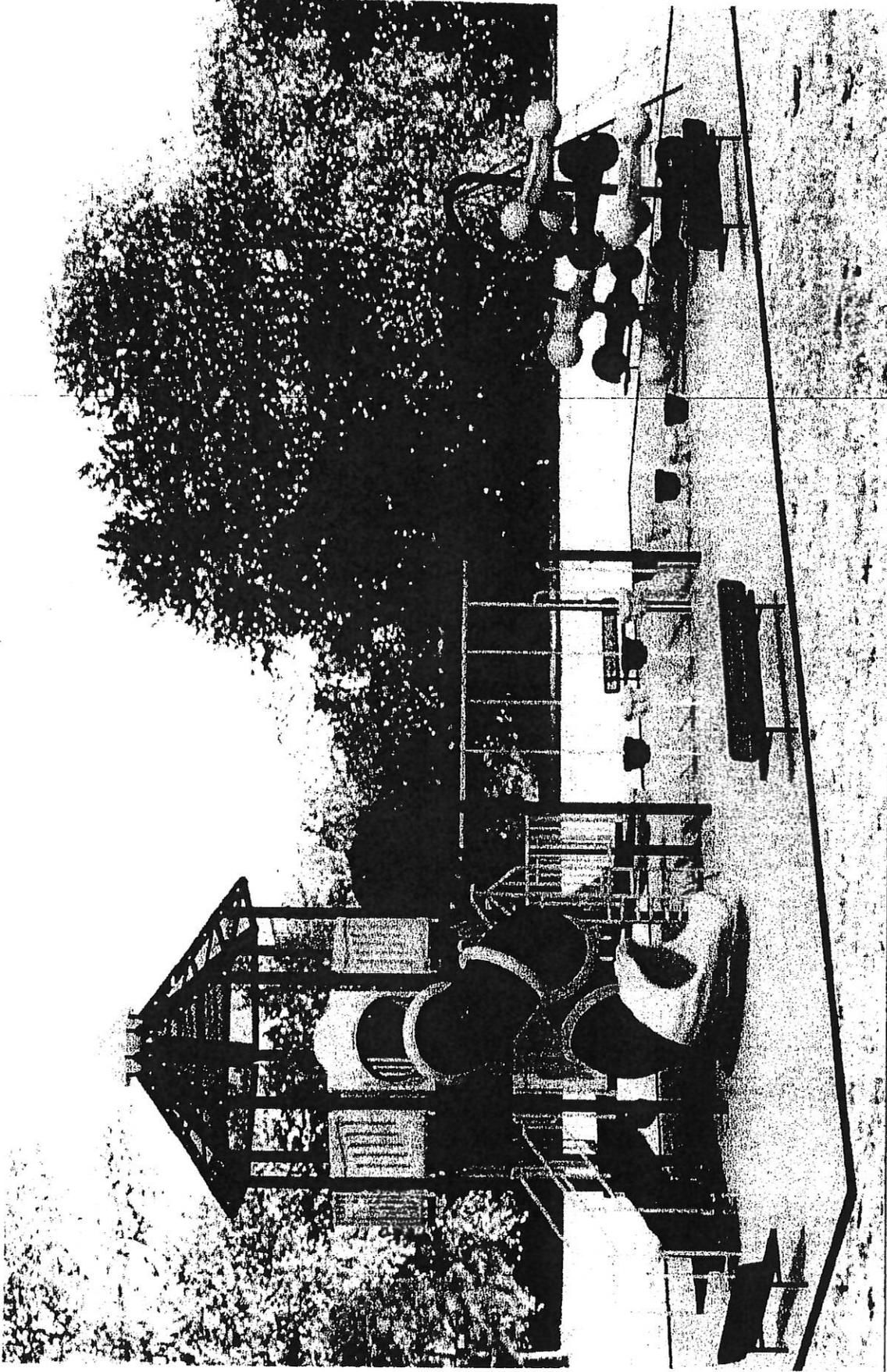
Signed: Kimberly Alexander
Miracle Midwest

THIS QUOTE DOES NOT INCLUDE:

- ✓ Unloading/Storage/
- ✓ Bob Cat and equipment necessary for Community Build
- ✓ Concrete for Community Build
- ✓ Volunteers for Community Build
- ✓ Timbers
- ✓ Safety Surfacing
- ✓ Excavation
- ✓ Drainage

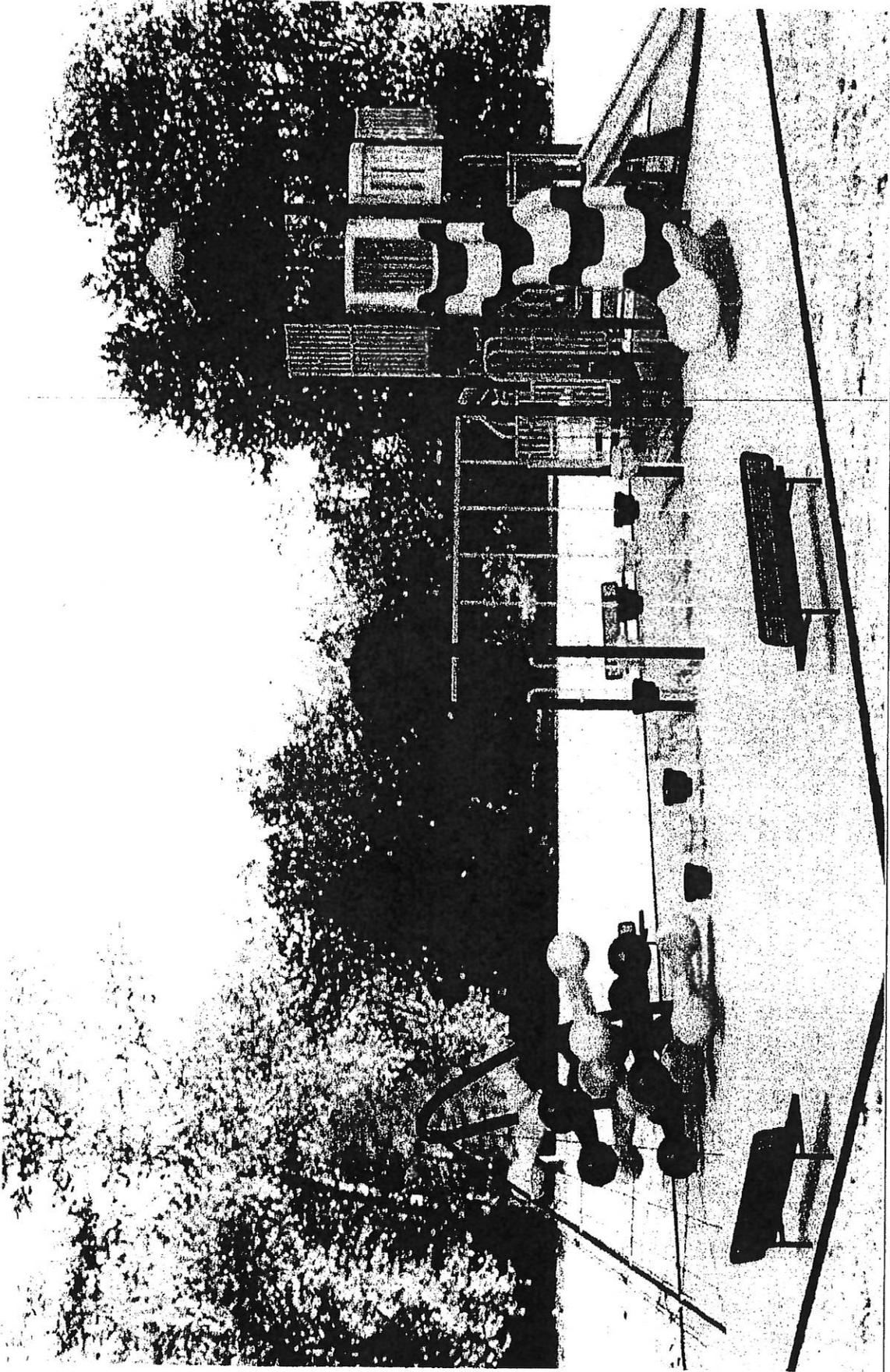
Playground Equipment | Steel, Wood, & Fabric Shelters | Splashpads | Athletic Equipment | Safety Surfacing | Dog & Specialty Parks | Site Furniture

P.O. BOX 130 • Holly, Michigan 48442 • Fax (517) 349-1911 • info@MiracleMidwest.com



Kiwanis Park - Option 1 - Revision D - View 1
Plymouth, MI
MMW160080A

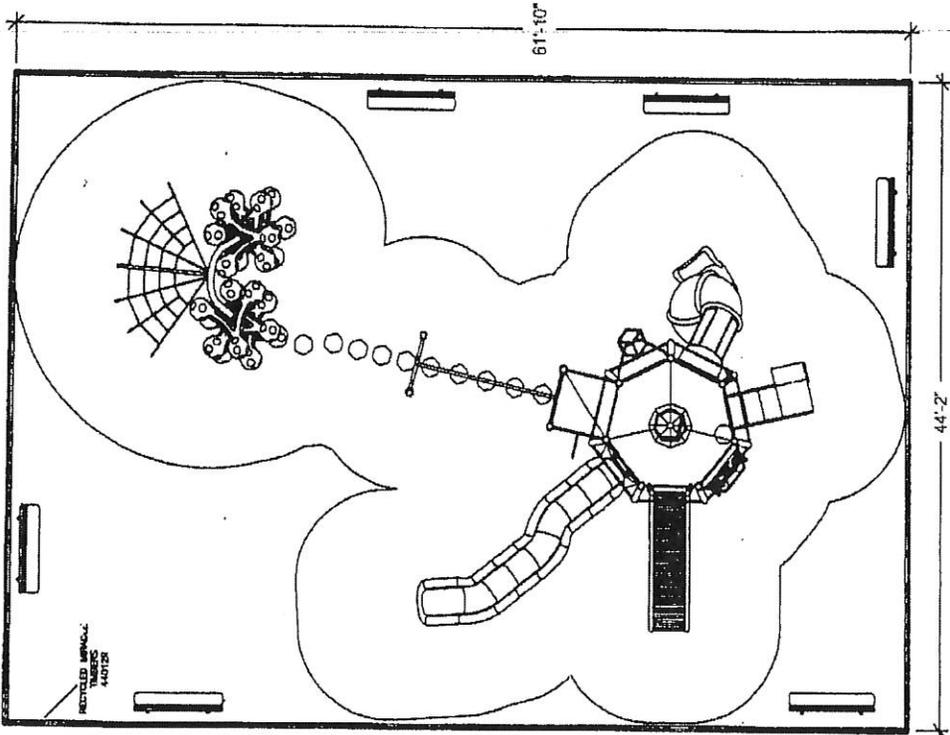




Kiwanis Park - Option 1 - Revision D - View 2
Plymouth, MI
MMW160080A



KIWANIS PARK - OPTION 1 - REVISION D
PLYMOUTH, MI



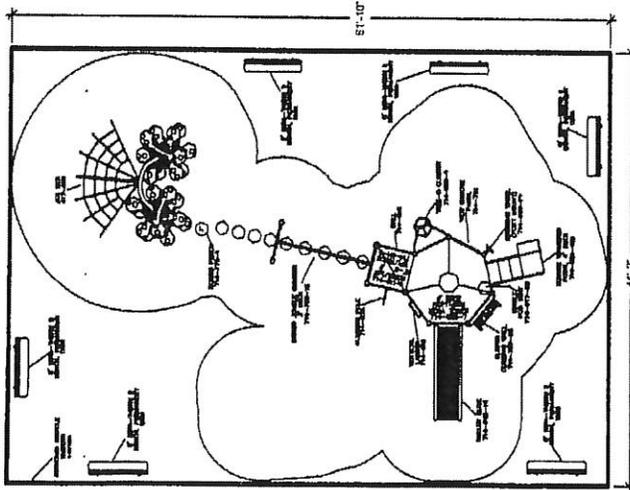
Play Area Capacity: 70 - 80

AREA: 2,731 SQ.FT.
PERIMETER: 212'
The information provided is for estimation purposes only.

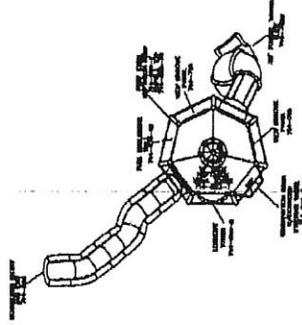
To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.	MMW160080A-1A-1	✓ COMPLIES TO CPSC ✓ COMPLIES TO ASTM ✓ COMPLIES TO ADA	DESIGNED FOR AGES: 5-12 TYPE: 0 QUANTITY: 0	SCALE: 3/32" = 1'-0" DATE: 3/22/16 BDS
	GROUND SPACE: N/A PROTECTIVE AREA: NOTED			

KIWANIS PARK - OPTION 1 - REVISION D
PLYMOUTH, MI



MAIN LEVEL



UPPER LEVEL



To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playstation's main entry point(s) to inform parents and supervisors of the age appropriateness of the playstation and general rules for sale play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.
AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.

MMW160080A-1A-2

GROUND SPACE: N/A
PROTECTIVE AREA: NOTED

✓ COMPLIES TO CPSC
✓ COMPLIES TO ASTM
✓ COMPLIES TO ADA

DESIGNED FOR AGES 5-12

AMERICAN MADE PARTS BY A MANUFACTURER WHO IS A MEMBER OF THE PLAY EQUIPMENT MANUFACTURERS ASSOCIATION (IPEMA)
TYPE: 0 QUANTITY: 0

SCALE: 1/16" = 1'-0"

DATE: 3/22/16

BDS



WADE TRIM
 BID TABULATION

SUBJECT 2013 Sidewalk and Street Repair Program
 JOB NO. PLT 2013-021
 CLIENT: City of Plymouth
 DATE: June 24 2013
 Bid Date: June 22 2013

PAY ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	Rotondo Construction, Inc.	La Co
→ 1	Remove and Replace 4 inch Concrete Sidewalk	7,500	Sft	\$5.25 \$39,375.00 <i>\$39,375.00</i>	←
→ 2	Remove and Replace 6 inch Concrete Sidewalk Ramps (ADA)	140	Sft	\$9.00 \$1,260.00 <i>\$1,260.00</i>	←
3	Remove and Replace 6 inch Concrete Sidewalk and Drives	325	Sft	\$6.25 \$2,031.25 <i>\$2,031.25</i>	
4	Remove and Replace Concrete Curb and Gutter	60	Lft	\$29.00 \$1,740.00 <i>\$1,740.00</i>	
5	Epoxy Anchored Hook Bolts	100	Each	\$7.00 \$700.00 <i>\$700.00</i>	
6	Remove and Replace 8 inch Concrete Pavement with Integral Curb	300	Syd	\$58.50 \$17,550.00 <i>\$17,550.00</i>	
7	Remove and Replace 8 inch Concrete Pavement	300	Syd	\$58.50 \$17,550.00 <i>\$17,550.00</i>	
8	Remove Bit Pavement/Cold Patch and Replace with 8 inch Concrete Pavement	50	Syd	\$59.85 \$2,992.50 <i>\$2,992.50</i>	
9	Adjust Structure	5	Each	\$75.00 \$375.00 <i>\$375.00</i>	
10	Reconstruct Structure	10	Vft	\$75.00 \$750.00 <i>\$750.00</i>	
11	Replaster Existing Structure	10	Each	\$75.00 \$750.00 <i>\$750.00</i>	
TOTAL CONTRACT PRICE (Items 1 thru 11)				\$85,073.75 <i>\$85,073.75</i>	

EXHIBIT C
SIGNAGE SPECIFICATIONS



WAYNE COUNTY MEMORANDUM PARKS DIVISION

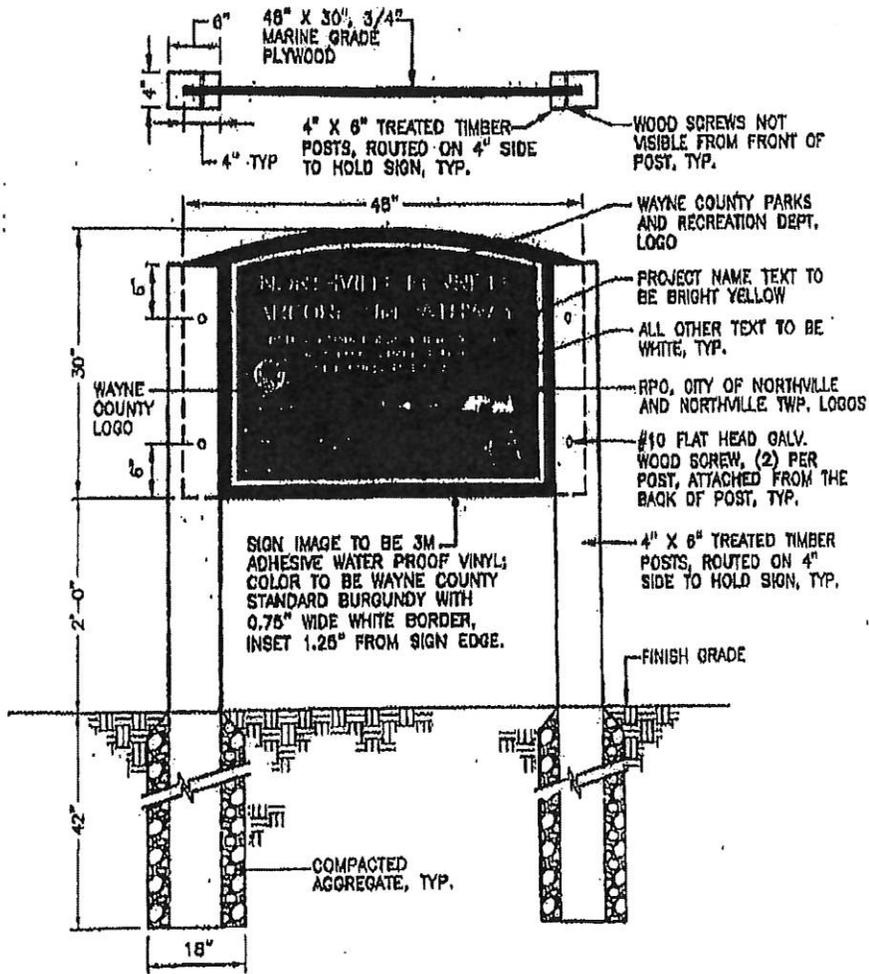
SIGN SPECIFICATIONS

Attached, please find sketch and sample of the sign layout that we are suggesting for all IGA Grant projects. The Specs are as follows:

- Sign size: 48" x 30" 1/4" marine grade plywood
- Sign is to be one sided. Two sided is optional
- To be cut with "Carriage" style top...ie arched. (optional)
- Color options up to you; 1,2,3 or 4 color...its totally up to you; of course more colors more cost involved.
- Font should be traditional styles ie Helvetica, Aerial, Times New Roman something standard.
- Include County Logo, County Executive and Commissioners bottom left
- Include City Logo, Mayor and City Council bottom right
- Parks and Rec Logo above project name.
- We suggest using 3M Reflective Adhesive water proof vinyl. Painting is optional
- Vertical posts shall be 4 x 6" weather proof timbers routed on 4" side to accommodate the sign. Staining of posts optional
- Bury post minimum of 42" into ground and backfill with dirt and compact. Concrete footing is optional
- Bottom of sign shall be 2ft. min above grade.
- Sign will be secured to posts with flat head Galv. wood screws (approx. #10) 2 per post. (min)
- Proof to be provided of final design prior to fabrication & Installation

We are pretty flexible on fabrication and colors as long as it looks generally like the sign I attached. If you have any questions please give me a call.

C:\PROJECTS\SDA PROJECTS\W090122c\Fabrication\Signs\CountySign.dwg, Model, 4/23/2011 2:01:09 PM, B014

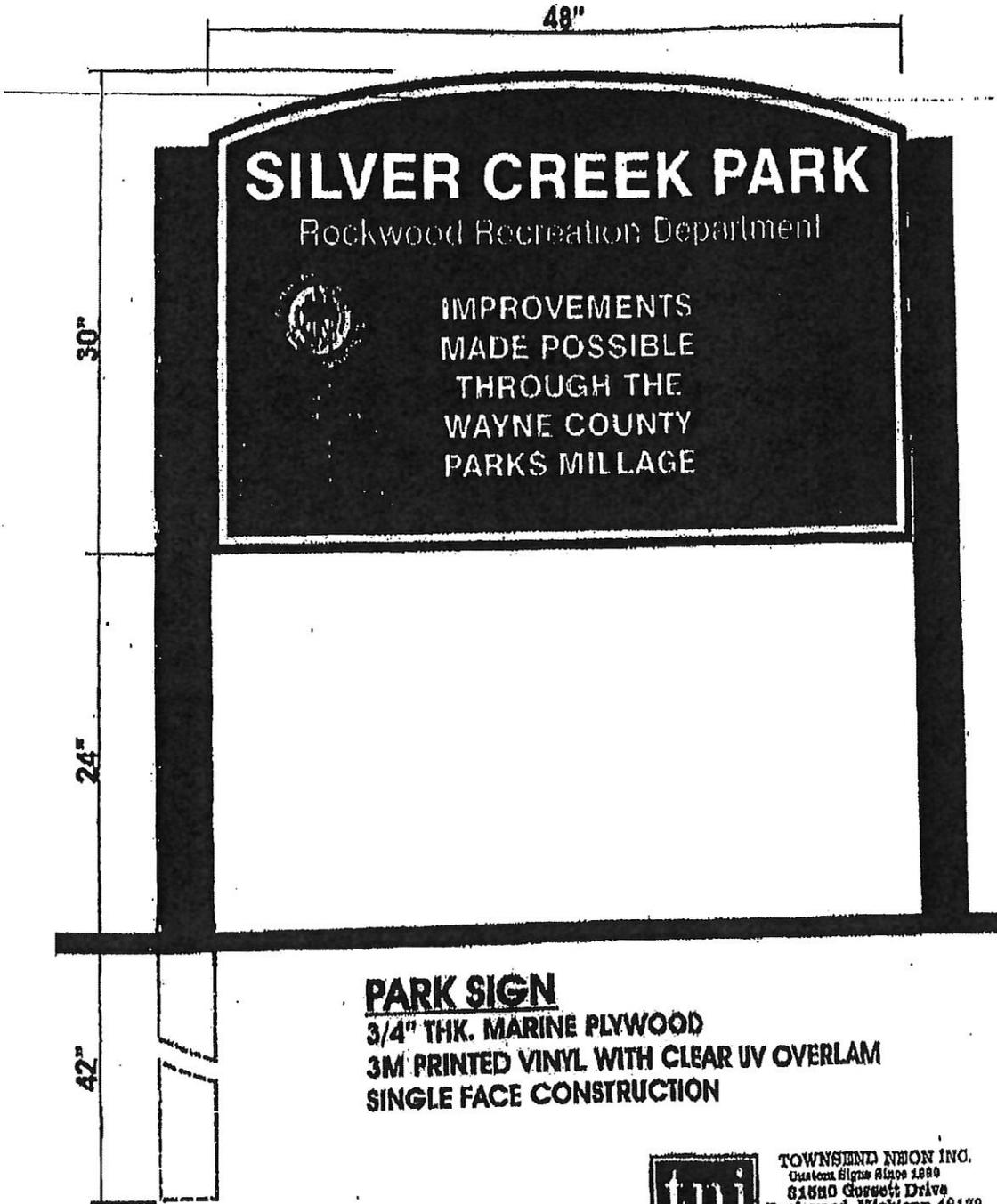


COUNTY SIGN DETAIL

SCALE 3/4" = 1'-0"

COLOR CRITERIA:

BURGUNDY	YELLOW TEXT
C=25%	C=14%
M=100%	M=11%
Y=100%	Y=88%
K=28%	K=0%
OR #951910	OR #E9D735



PARK SIGN

**3/4" THK. MARINE PLYWOOD
 3M PRINTED VINYL WITH CLEAR UV OVERLAM
 SINGLE FACE CONSTRUCTION**



TOWNSEND NEON INC.
 Custom Signs Since 1980
 6160 Gossett Drive
 Rockwood, Michigan 48176
 Tel: (734) 879-4200 Fax: (734) 879-0033

THIS DRAWING IS THE PROPERTY OF TOWNSEND NEON INC.
 COPYING OR DUPLICATION OF THIS DRAWING IS PROHIBITED
 AND MUST BE RETURNED UPON OUR REQUEST.

ATTACHMENT D

INSURANCE COVERAGE'S

CITY, at its expense, or any contractors, subcontractors, consultants or agents retained by CITY, at its own expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives or employees. Contractor shall maintain at least the following minimum coverage:

Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

Umbrella or Excess Liability

Policy in an amount not less than \$3,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

Automobile Liability

Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation

Insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (if Design/Build)

Insurance appropriate to the Contractor's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.

Builder's Risk (Course of Construction)

Insurance utilizing "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards)

Insurance with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate

➤ If the Contractor maintains higher limits than the minimum insurance coverage required as stated above in this Attachment, the Contractor shall maintain the coverage for the higher insurance limits for the duration of this Agreement.

Additional Insured Status

The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor grants to the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

➤ All insurance shall be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

Claims-made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date shall be shown and shall be before the date of this Agreement or the date the Contractor starts to perform the services.
2. Insurance shall be maintained and evidence of insurance shall be provided for at least five (5) years after completion of this Agreement.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to this Agreement's effective date, the Contractor shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

➤ The Contractor shall submit certificates evidencing the insurance to the Risk Management Division at the time the Contractor executes an agreement with the City, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Surety Bonds

The Contractor shall provide the following Surety Bonds: 1) Bid bond; 2) Performance bond; 3) Payment bond; 4) Maintenance bond. The payment bond and the performance bond shall be in a sum equal to the contract price. If the performance bond provides for a one year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Michigan and secured through an authorized agent with an office in Michigan.

RESOLUTION

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

WHEREAS The City of Plymouth and the County of Wayne are two separate Governmental
Units, and

WHEREAS They have chosen to enter into an Intergovernmental Agreement for improvements
to Kiwanis Park, and

NOW THEREFORE BE IT RESOLVED THAT The City Commission of the City of Plymouth does
hereby authorize the Mayor to execute the documents titled Agreement between the County of Wayne
and the City of Plymouth for Improvements to Kiwanis Park. This agreement is to have the County
provide \$14,605.00 to assist the City with improvements to that park.

ADMINISTRATIVE UPDATE

To: Mayor & City Commission
CC: S:\MANAGER\Sincock Files\Memorandum - Bathey Update on Ordinance Violations 11-21-16.doc
From: City Commissioner Colleen Pobur
Paul J. Sincock -City Manager
Date: 11/18/2016
Re: Bathey Property Update

At the request of the City Commission, the City Administration team collected documents related to the Bathey site dating from as far back as 1999. Commissioner Pobur then reviewed all the documents and we are offering this historical perspective for your review.

OWNERSHIP

1929 - Bathey plant is originally built. At the site, the company built metal baskets to hold automotive parts for use in auto assembly plants.

12/3/1999 - City of Plymouth buys Bathey from the State of Michigan for \$300.

9/28/2001 - A Phase 1 environmental study is completed and reports that there are many (30+) properly registered underground storage tanks on the property and that there is a high likelihood that there is lead based paint and asbestos in the buildings on the property.

6/11/2003 - The city issues a Request for Qualifications (RFQ) for the redevelopment of the property. This RFQ includes extensive information about the property, its potential for redevelopment and the characteristics that the city is seeking in a developer. The purpose of this phase was to identify qualified developers who had the ability to actually build a quality development.

8/29/2003 - Four firms are selected to move to the Request for Proposals (RFP) phase of the project. In the RFP phase, firms must give detailed descriptions of their projects along with a financial offer to the city.

5/17/2004 - The city commission awards the project to 21st Century Holdings, LLC. 21st Century Holdings, LLC offers to build the project, consisting of 180 condominiums, for \$25,000 per condo unit.

8/25/2004 - The city executes a purchase agreement with 21st Century Holdings, LLC.

11/1/2004 - The city applies for, but does not receive, an EPA grant of \$200,000 to clean up hazardous substances.

During this period, 21st Century Holdings, LLC said that they completed a Phase 1 and Phase 2 environmental study using AKT Peerless.

11/9/2005 - 21st Century Holdings, LLC approaches the city and asks for a price reduction in their offer from \$25,000/unit to \$15,000/unit, a reduction of 40%. The city refuses to grant this reduction.

12/7/2005 - The purchase agreement between the city and 21st Century Holdings, LLC is terminated.

3/6/2006 - The city issues a second RFQ for the redevelopment of the Bathey property, nearly identical to the first RFQ. The city received two responsive replies - one from Trowbridge and one from Connectiv Communities.

5/17/2006 - The city commission awards the multi-unit condominium project to Connectiv Communities/Trailhead Plymouth. Its CEO is Dennis Griffin. Connectiv had developed two other projects in the city, Hamilton Gardens and Amelia. The city enters into purchase agreement negotiations with Trailhead Plymouth.

6/29/2006 - The city commission approves the purchase agreement with a price of \$3,100,000.

3/2007 - The city and Trailhead Plymouth meet with Wayne County to attempt to secure county Brownfield funds. The county asks the city to issue bonds to finance this and the city respectfully declines. The city's Brownfield Redevelopment Authority is supportive of the project as a Brownfield, provided that all standard conditions are met.

11/07/2007 - The city and Trailhead Plymouth close on the purchase agreement for \$2,270,000. City is reimbursed for documented expenses on property and

the remainder of the proceeds to all other taxing authorities with the largest share going to the Plymouth Canton Schools of nearly \$1,000,000 and the smallest going to Huron Clinton Metro Parks at approximately \$6,400.

Things slow down at this point. The developer proposes bringing the metro Detroit YMCA into part of the existing Bathey buildings. He requests multiples tax incentives from the city and the county - by some counts, as many as seven concurrent tax breaks. Some of these were tied to the tax exempt status of the YMCA but the city was not convinced of the value of awarding these tax incentives because the city would never realize any tax revenue from that portion (or maybe all) of the development.

12/1/2008 - Trailhead Plymouth requests an extension for the completion of demolition until 6/30/2009, partially because of this new concept of including the YMCA in the project.

12/18/2008 - The city requests a letter of intent and/or market study regarding the YMCA component of the project and Mr. Griffin refused to provide any such documentation.

First half of 2009 - The city undertakes litigation to seize the property back and eventually wins. During this period, Trailhead Plymouth does complete the demolition of the majority of the old Bathey buildings.

10/19/2009 - The proceeds from the sale are distributed to all appropriate taxing entities.

1/09/2013 - South Mill St., LLC (probably an LLC created by the bank) acquires the property from Trailhead Plymouth for \$0. This was presumably done through the bank that seized the property from Trailhead.

4/5/2013 - MCPT SMill, LLC acquires the property from South Mill St., LLC for \$750,000.

TAXES

1999 - 2007 - City owned and paid no taxes.

2008 - 2012 - Taxes paid by previous owners in order to be able to sell the property.

2013 - Current owner (MCPT SMill, LLC) paid \$31,328.71 in total taxes.

2014 - Current owner paid \$26,839.24 in total taxes.

2015 - Current owner paid \$24,214.25 in total taxes.

2106 - Current owner paid \$22,278.94 in total taxes (winter taxes not billed yet).

The current owner has been timely and accurate with his tax payments.

ORDINANCE ACTIVITY - 2016

Sidewalks - The sidewalks on S. Mill St. were supposed to be part of the sidewalk repair program for last year. However, because of the extensive Mill Street repaving program undertaken by the county and the city water main project, the city made the decision not to include S. Mill in that phase of the sidewalk program in order to avoid destroying newly rebuilt sidewalks during the construction of the street. The city will add S. Mill St., in its entirety, to the sidewalk repair program for the upcoming construction season. It is anticipated that sidewalks would be marked. This should address the concerns with the condition of the sidewalks adjacent to the Bathey site.

Additional ordinance activity in 2016 - Big thanks to Adam Gerlach for providing this detailed timeline for this year's activity that the city's ordinance enforcement team has undertaken with regard to this property.

1/22/2016: Email to Steve Valli (real estate broker) regarding sidewalk snow and ice issues, signs unsecured to the fence and the fence and gates not closed or secured.

2/26/2016: Drove by and found the building collapsed/collapsing. Took pictures and called Steve Valli regarding the condition and left message.

3/2/2016: Called Steve Valli, regarding the collapsed structure at the Northern end of the property.

3/29/2016: Called the representative of MCPT SMILL LLC as listed on line. 875 S. Main, physical address of MCPT SMILL LLC, Company representative Jim Sullivan. Jim provided a phone number for the owner, Patrick Tortora.

3/29/2016: Called Pat regarding the collapsed building, Pat claimed he had hired a company to clean up the debris and it should be resolved. We indicated it has not been resolved, Pat indicated he would be following up and will be in town on 4/9/2016 he is currently out of state.

4/14/2016: Contacted Steve Valli regarding the lack of action to clean up the collapsed building. Beginning new code enforcement for dangerous building.

4/14/2016: Violation Letter sent for blight due to collapsed building on the north end of the property.

4/19/2016: Email sent to Steve Valli regarding conditions, specifically mentioned: Fence in disrepair, Piles of dirt left around the property, Weeds/Grass, Gates are often open, Piles of brick/building materials.

4/21/2016: Letter sent to Pat as a courtesy warning that violations will begin to be sent. Concerns addressed in the letter include: Grass and weeds, Dirt and/or stone material piles, Building partially torn down, Construction material and debris stored on site, Fence in disrepair, Gates not secured, Blocking sidewalk, Snow and ice, Abandoned sign, Too many Real Estate signs, Dead Trees, Trash and debris, Yard waste, Standing water.

4/25/2016: Email sent to Pat confirming the receipt of the letter dated 4/21/2016.

5/20/2016: Letter sent indicating that the Violation letters are forthcoming.

5/20/2016: Violation Letter sent for grass and weeds violation

5/20/2016: Violation Letter sent for dead tree

5/20/2016: Violation Letter sent for dirt and stone material piles

5/20/2016: Violation Letter sent for yard waste including downed branches and trees

5/20/2016: Violation Letter sent for standing water on property

5/20/2016: Violation Letter sent for construction materials and debris stored on site

5/20/2016: Violation Letter sent for building partially torn down and removed and retaining walls that showed continuing deterioration.

6/15/2016: Talked to Pat by phone to schedule a meeting on site to discuss a plan to resolve the violations.

6/20/2016: Met on site, attendees: Adam Gerlach (code enforcement), John Buzuvis (community development), Brent Strong (building inspection), Pat Tortora (owner), Dwayne Pachota (property maintenance). Discussed the issues the following issues: Grass and weeds, Dirt and/or stone material piles, Building partially torn down, Construction material and debris stored on site, Fence in disrepair, Gates not secured, Blocking sidewalk, Snow and ice, Abandoned sign, Too many Real Estate signs, Dead Trees, Trash and debris, Yard waste, Standing water.

7/12/2016: Received email from Pat regarding progress on the enforcements from 5/20/2016, Pat indicated that progress was being made.

8/4/2016: Email to Pat regarding the grass inside of the fence needing to be cut.

8/4/2016: Received email reply indicating the grass was to be cut.

11/7/2016: Received email from Pat regarding the petition and citizen concerns.

11/7/2016: Violation Letter sent for sidewalk clearance issues

11/7/2016: Violation Letter sent for the remainder of the collapsed building at the north end of the property

11/7/2016: Violation Letter sent for all grass and weeds to be cut down on the property

11/7/2016: Violation Letter sent for dead trees along Amelia Street

11/7/2016: Violation Letter sent for dirt stockpiles and stone/aggregate stockpiles must be removed and/or utilized in grading the site.

11/14/2016: Received email from Pat regarding the violation letters dated 11/7/2016. Another meeting on site has been requested.

Commissioner Pobur and Adam Gerlach met at the Bathey site with Patrick Tortora, the owner of the property and his maintenance director, Dwayne Pachota, on November 17. We spent two hours together and discussed all aspects of the site. The main areas of concern are:

- Giant pile of cinder blocks - This is leftover demolition material from the factory buildings. Adam told the owner that the blocks need to be either removed, crushed and reused as gravel or covered over with dirt, leveled out and planted with something (like grass) that could be mowed and maintained until the property is developed.
- Several piles of aggregate, debris and dirt - These need to be leveled out and maintained until the property is developed. The owner can also take this material and fill in several large holes on the property.
- Large field of reeds approximately 10 feet tall - These are in violation of the ordinance requiring that vegetation be less than 8 inches tall and must be cut, covered over or burned (with a permit from Wayne County).
- Debris and brush along the retaining wall at the center of the property - This has to be leveled out and maintained until the property is developed.

- Several weed trees on or near the retaining wall as well as other parts of the property - These need to be removed.
- Remainder of a collapsed building at the north end of the property near the Markham Building - This constitutes blight and must be cleaned up by either removing the debris (bricks, mortar, wood, metal, stones) or covering it over and leveling it out and maintaining it until the property is developed.

Mr. Tortora assured Comm. Pobur that he will comply with all these ordinance requirements within the thirty days specified in the letters he received. He continues to market the property with the assistance of Thomas Duke Realty and believes that the site will eventually be developed with either 77 single family homes, 150 - 200 condos or a blend of both. The main issue is always creating a project that works financially. He may seek tax abatements under the Brownfield Redevelopment Authority and Comm. Pobur explained that reimbursement process in detail.

Should you have further questions please feel free to contact either Commissioner Pobur or City Manager Sincock.

ADMINISTRATIVE UPDATE

To: Mayor & City Commission
CC: S:\MANAGER\Sincock Files\The Rest of the Story - Sewers part 1 - 11-21-16.doc
From: Paul J. Sincock -City Manager
Date: 11/18/2016
Re: The Rest of the Story.....

In an effort to be responsive to the City Commission goals and objectives, we have developed a new item for the City Commission agendas to be called "The Rest of the Story....."

As you are aware, the City Commission has adopted a variety of goals and one of those goals is related to succession planning. In the Goal Update that was presented at the September 6th City Commission Meeting, the Commission indicated that "Commissioners will be learning more to understand some of the processes already in place." This new effort will allow our key employees an opportunity to present department process information to the City Commission in a formal meeting. We started this effort at the last Budget Study Sessions as we had some of our Department Heads present information on their Departments. In this series we have had Chief Cox review with the City Commission the processes involved in hiring a police officer and training it takes to have that new officer ready for routine patrol after completing an intensive F.T.O. program. We also had John Buzuvis discuss the processes used to bring a Planned Unit Development to the City Commission for final approval.

As we complete these presentations we will move to put the information into a form that can be used at some point into the future to assist with new City Commissioner training.

Our presentation on Monday will be a presentation on sewer systems and contracts. This discussion will be presented by Chris Porman with assistance from Bob Marzano. As you may be aware some of the City and Township sanitary sewer flows are combined and run through the City and out to the Township. This presentation will be an effort to explain the sewer system and to give the City Commission a broad high level perspective of sewer operations and issues.

Chris is preparing his presentation material and we will provide it to the City Commission on Monday night as this is merely informational for Commission and not an action item.

We hope that the City Commission will find that this methodology is helpful information and that this will be helpful to the Commission in achieving their goals.

Plymouth City Commission

November 2016 Goal Update

1) Resolve Last Issues Regarding Dissolution of Plymouth Community Fire Department Agreement (Primarily Pension issues)
Goal Champions: Dalton, Dwyer, Pobur

In order to move this goal along, the City of Plymouth developed a formula to apply to outstanding legacy costs and then, in collaboration with the Township Supervisor, we applied to formula to fire department retirement related health care costs. In mid-June, the parties reached a resolution regarding outstanding debt for all related health care claims made by the Township prior to December 31, 2015. On June 20th the City Commission unanimously passed a resolution to pay the township \$303,558.22 related to that negotiated agreement. The Township approved a corresponding resolution on July 19, 2016 and payment was made to the township on August 10, 2016.

We believed that we had an agreed upon formula to cover future health care costs. The Township requested that we make those ongoing payments into the Township MERS account. After a review of that request, on July 21, 2016 the City Attorney advised the township attorney that we could not approve of that request as it was not in the best interest of the city. However, our attorney ended that email as follows; "Please let me know when Plymouth Township is ready to continue working with the City of Plymouth to finalize this portion of the resolution of post-termination health care costs relative to the Fire Services Agreement. The city received no reply other than a phone call advising that the Township Supervisor was in the midst of an election campaign and they would get back to us.

Without any further communication, the Township board voted on Tuesday, September 27, 2016 to file a lawsuit against the City regarding this matter. That lawsuit was filed November 3, 2016. We anticipate a much more productive and cordial negotiation once the new Township Board is seated in mid-November.

2) Work Collaboratively with Plymouth Arts & Recreation Complex (PARC) organization, the Plymouth Canton School Board, and the greater Plymouth Community to continue the repurposing of Central Middle School into a high quality Arts & Recreation Complex.

Goal Champions: Dalton, Deal, Dwyer

Commissioners Dalton, Deal and Dwyer have met with Don Soenen from PARC to open communications and determine ways we can work together to make PARC a success. Our City Commission goal champions have been invited to attend the PARC Board of Director's meetings to further open lines of communication and collaboration. City Parks and Recreation Administrator Steve Anderson has worked collaboratively with Mr. Soenen to make improvements to PARC swim class scheduling and registration, which our Parks & Recreation Department now handles for all swim classes at PARC.

Commissioner Dalton is leading an effort to bring a Plymouth Chapter of Boys & Girls Club to PARC. The primary issue is funding which has proven to be a challenge as there has not been a great deal of enthusiasm with respect to fundraising for this project.

And lastly, on September 24, 2016 five members of the City Commission participated in its second "City Commission Day of Service" at the PARC and engaged in a hands-on public service projects and learned more about the PARC itself from members of the PARC board of directors.

3) Developing a succession plan for the city's key employees, especially considering the long tenures of many of our senior staff.

Goal Champions: Deal, Pobur, Valenti

Succession Planning continues with the addition of "The Rest of the Story" to the City Commission Meeting Agenda's. These snippets will continue and designed to give insight, by department, on responsibilities and procedures currently taking place. So far, we have learned about the process of hiring a police officer and about what steps potential developers must take to receive approval for a Planned Unit Development (PUD) in Plymouth. Information is being compiled to eventually create a Reference Guide that would be available to both city employees and public. It is still the plan (when time avails just kidding, sort of... J) to compile succession outlines by department which will also be added to the Reference Guide. Commissioners Deal, Pobur, and Valenti continue to champion and work away at this goal.

4) Develop funding plan for future capital improvements.

Goal Champions: Pobur, Wolcott, Wright

Goal eliminated by Commission vote on August 15th

5) Work collaboratively with the DDA, community leaders, and other organizations to plan for Plymouth's 150th Birthday in 2017. This includes obtaining funding for new Kellogg Park Fountain and Kellogg Park upgrades.

Goal Champions: Deal, Wolcott, Wright

After a community meeting on October 10th, and in conjunction with continued feedback from many residents and visitors to the downtown area, we are shifting our focus to a phased approach to improvements in Kellogg Park. The first phase will focus solely on the fountain, and the design and implementation of that area specifically. Within the next few weeks (date TBD), a workshop group (open to the public) will once again gather to review and discuss several fountain designs to move forward with. That recommendation will go to the DDA for formal approval and the Fountain Upgrades will then begin. The second phase to potential Kellogg Park improvements will not commence until late spring or summer of 2017 at which time the community will have the opportunity to offer their suggestions on how to improve the areas outside the Fountain that need multi-functional, aesthetic, and ADA improvements. No decisions will be made, or plans approved on those second phase of improvements until said community meeting is had.

A Citywide Celebration

Plymouth's 150 Birthday Celebration is still in process of finalizing and formalizing several events leading up to the summer of 2017. Street Marketing, a reputable marketing company who the DDA partnered with, has been assisting in the development and implementation of those events. Several celebrations are being planned to invite the community to learn more about the City's 150th Birthday Celebration and the Kellogg Park Fountain Upgrades and how they can be involved. As we cross-over into the new year, we will have those dates, venues, and event details to share.

Goals added by Commission vote on August 15th

4) Work collaboratively with the DDA and other boards related to parking issues including, but not limited to, the expansion of parking in the Downtown.

Goal Champions: Dwyer, Wolcott and Wright

Parking is the number one issue that is being studied by the Downtown Development Authority, the Plymouth Chamber of Commerce and one of the biggest issues facing the City Commission. We appreciate the work performed by the DDA and the Chamber on this issue and we are committed to collaborating with them as we work to continually improve parking conditions throughout the City. It is important to understand where we are at with parking today and what actions we are taking to address the issue. These actions include the following:

1. *Way-finding signs: Way-finding signs have been added to direct motorists to additional public parking throughout downtown. Additional signage, with Parking*

Time Limits and Enforcement Hours in all Public Spaces for clarity and consistency.

2. *Quadrant Map:* A Quadrant Map for employee parking has been developed in collaboration with restaurant owners and downtown merchants to help direct employees to outer lots (public and private) where parking inventory is greater. For those merchants and restaurant owners actively encouraging this change, they have seen a positive response in their employee's compliance.
3. *Parking enforcement:* After considerable discussion and feedback at both the DDA and City Commission, the City Commission recently adopted new enforcement hours effective immediately: 9A-9P Monday – Saturday. This was a compromise between those who held strong views on 8P and on 10P enforcement, respectively.
4. *Additional parking:* We have secured several public-private partnerships where employees can park without being ticketed at the behest of the property owners.
5. *Fleet Street Reconstruction parking.* Employee parking has been secured at the Christian Science Church parking lot and the PARC lot during Fleet St. construction, which began in mid-September and is approaching completion in the next week or so.
6. *Paid parking:* The DDA is continuing to review the possibility of implementing paid parking throughout downtown. No decision has been made; many more meetings and input from the business community, residents, and other communities who have done it successfully is still to come. The DDA Parking Committee recently recommended the DDA go out for RFP to inquire on the full cost to manage a paid parking system. The DDA will review that recommendation at their November Board Meeting and determine if we should continue seeking information via a formal RFP on the costs to implement and run a system – Not on the actual implementation at this point in time.
7. *The Saxton lot.* The DDA has issued a RFP for a parking development on the Saxton lot. Three bid have been returned and the DDA is evaluating the same. The DDA recently approved partnering with the City's Planner, Carlisle/Wortman, to help craft a standardized interview and evaluation criteria template to utilize in determining which developer to partner with on the project. The goal is to eventually have a public / private development that is in line with the city's master plan and ordinances on the Saxton property, which will include a significant public parking component.

6) Develop an Ordinance to help address and preserve the City's Tree Canopy.

Goal Champions: Dwyer, Dalton, Valenti

A first reading of a proposed tree ordinance occurred at the November Planning Commission Meeting