



**PLYMOUTH CITY COMMISSION  
REGULAR MEETING AGENDA**

201 S. Main St

Monday, March 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
  - c) Proclamation
- 2) **CITIZENS COMMENTS**
- 3) **APPROVAL OF THE AGENDA**
- 4) **ENACTMENT OF THE CONSENT AGENDA**
  - a) Approval of March 7, 2016 City Commission Regular Meeting Minutes
  - b) Approval of February, 2016 Bills
- 5) **COMMISSION COMMENTS**
- 6) **PUBLIC HEARING**
  - a) Proposed Brownfield Plan - Starkweather School
- 7) **OLD BUSINESS**
- 8) **NEW BUSINESS**
  - a) Removal of Redundant DTE Street Lights
  - b) Purchase of Police Car - 2016
  - c) Purchase of Police Radios
  - d) Grass Cutting Bids
  - e) Metro Act Right of Way Permit - 123 Net, Inc.
  - f) Annual Wayne County Maintenance Permit - A-16064
  - g) Annual Wayne County Pavement Restoration Permit - A-16119
  - h) Starkweather School PUD - 2nd Reading - Recommendation to Table
  - i) Starkweather School PUD Agreement - Recommendation to Table
- 9) **REPORTS AND CORRESPONDENCE**
- 10) **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, Valenti**
- 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**
- Develop funding plan for future capital improvements **Champions: Pobur, Wolcott, Wright**
- 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**

**CITY OF PLYMOUTH**

**CITY COMMISSION MEETING MINUTES**

**MONDAY, MARCH 7, 2016, 7:00 p.m.**

CITY HALL  
201 S. Main Street  
Plymouth, MI 48170

**CALL TO ORDER:**

**PRESENT:** Mayor Daniel Dwyer, Mayor Pro-Tem Oliver Wolcott; Commissioners Mike Wright, Colleen Pobur, Daniel Dalton, Suzanne Deal, Joseph Valenti

**ABSENT:** None

**CITIZEN COMMENTS:**

Dan Sabo, Taylor resident, spoke about an article in the November 19<sup>th</sup> Observer regarding the appointment of Joe Valenti to City Commission to fill out Diane Bogenrieder's term of office. He wanted the City Commission to know he feels it was a violation of the open meetings act how this was done. He feels that Jack Wilson, who was on the ballot in November and was fifth in line should have been placed in that spot on the Commission. He urged them to unseat Mr. Valenti and seat Mr. Wilson to make things right.

**APPROVAL OF THE AGENDA:**

3. A motion was made by Commissioner Colleen Pobur and seconded by Mayor Pro-tem Oliver Wolcott for approval of the Agenda for Monday, March 7, 2016.

MOTION PASSED

**ENACTMENT OF THE CONSENT AGENDA:**

- 4a. Approval of February 15, 2016 City Commissioner Regular Meeting Minutes
- 4b. Special Event: Community Band Concerts in the Park Thursdays 7/2/16-8/11/16

A motion was made by Commissioner Mike Wright and seconded by Mayor Pro-tem Oliver Wolcott for approval of the Consent Agenda for Monday, March 7, 2016.

MOTION PASSED

**COMMISSION COMMENTS:**

Commissioner Mike Wright stated he attended a meeting with the OVDA and that he is the Commissioner liaison to that board. He stated that former Commissioner Ed Hingelberg served in that capacity and that board really loved and respected him a great deal. He stated it was a great meeting and they have some issues they will be working on.

Commissioner Colleen Pobur praised the Recreation Team and spoke about the big game over the weekend between Salem and Livonia. She stated there were over 1,200 people in attendance and there were police, fire and HVA presence. She spoke about the many e-mails she received praising what a great atmosphere it was in the arena and great job done by Ron Baase, Rink Manager and Director Steve Anderson. She is very proud of all of the employees for a great job.

Mayor Pro-tem Oliver Wolcott spoke about the meeting he attended for the Kellogg Park kick off meeting and the discussion of the upgrades for the park and the fountain. He stated the meeting was almost two hours and the DDA had really done their research for a great presentation. He is very proud of the team to push this project forward.

Commissioner Mike Wright spoke about the latest Great Lakes Water Authority report that went out to the residents. He felt it was very thorough and thanked Municipal Services for keeping residents informed.

**PUBLIC HEARING:**

6a. Liquor License Renewal, Revocation and Non-Renewal -

Mayor Daniel Dwyer opened the public hearing at 7:12 pm for public comment on the liquor license renewal and revocation and non-renewal.

David Michael, Plymouth Crossings, 340 N. Main, Plymouth, stated he was at the LLRC hearing and his partner, John Kline, is out of the state. He stated he did call Chief Cox,

City Attorney Marzano, and State LLC and met with City Treasurer Teresa Cischke regarding monies owed to the City. He spoke about the massive flood in their building and very grateful that he has gotten so much assistance from the City. He explained that the flood caused a lot of damage to major mechanicals in the building and that they are in litigation with the former owner for not disclosing certain things. He feels in the next 30-60 days they will know something about funds being released so they can pay some of their debt. He stated they have suffered a great loss and not that they don't want to pay their bills, but trying to get into the position to be able to do that and will need that extra time. He asked the City Commission to table the resolution regarding his building for 30 to 60 days until Mr. Kline returns from California.

Mayor Dan Dwyer stated that the ordinance is very clear and there is no delineation and they knew about the public hearing and what they owed the City and this had gone on for several years.

Commissioner Joe Valenti stated while he does sympathize with Plymouth Crossings, he understands this had been going on for awhile and what is to say if they give the extension they can make that deadline.

Hearing no further comments, Mayor Dwyer closed the public hearing at 7:29 pm

(#1)

RES. #2016-11

WHEREAS, The City of Plymouth has a Liquor Management Ordinance related to the operation all Class C Type Liquor Licenses in the City; and

WHEREAS, On February 29, 2016, the City Administration presented the Liquor License Review Committee with information about the various Liquor licensed establishments in the City; and

WHEREAS, A Public Hearing Notice was posted and mailed to Liquor License Holders indicating a Public Hearing would be held before the City Commission on March 7, 2016 and that a meeting of the Liquor License Review Committee (LLRC) would be held on February 29, 2016 to make a recommendation to the City Commission related to the renewal, revocation or non-renewal of Liquor Licenses in the City; and

WHEREAS, The LLRC Meeting and the Public Hearing before the City Commission allows the ownership of the liquor licensed establishments an opportunity to provide input to The Local Liquor License Review Committee and the City Commission prior to any recommendation or decision being rendered.

NOW THEREFORE BE IT RESOLVED THAT the Local Liquor License Review Committee does hereby recommend to the City Commission that the following licenses be renewed:

<b>336 Main</b>	<b>Liberty Street Brewing</b>
<b>Compari's/ Fiamma/ Sardine Room (3 locations one license)</b>	
<b>City of Plymouth Recreation</b>	<b>Barrio - 555 Forest</b>
<b>Hermanns Olde Town Grill</b>	<b>Panache/Bamboo</b>
<b>Mayflower Meeting House</b>	<b>Mayflower – Lt. Gamble Post 6695 VFW</b>
<b>Nico &amp; Vali</b>	<b>Plymouth Knights of Columbus #3292</b>
<b>Penn Grill</b>	<b>Ironwood Grill</b>
<b>Plymouth ROC – 1020 W. A.A. Rd.</b>	<b>Station 885</b>
<b>Sean O'Callaghan's</b>	<b>Post Local Bistro</b>
<b>E.G. Nicks</b>	<b>Stella Dog Brewery</b>
<b>Aqua</b>	<b>Norton X Brewing</b>
<b>Box Bar</b>	<b>Buon Vino, LLC</b>

A motion was made by Mayor Pro-tem Oliver Wolcott and seconded by Commissioner Mike Wright for approval of resolution #1.

MOTION PASSED

#2 Resolution –

Res. #2016-12

WHEREAS, The City of Plymouth has a Liquor Management Ordinance related to the operation of all Class C Type Liquor Licenses in the City; and

WHEREAS, On February 29, 2016, the City Administration presented the Liquor License Review Committee and the City Commission with information about the various liquor licensed establishments in the City; and

WHEREAS, A Public Hearing has been properly noticed and scheduled before the City Commission Meeting on Monday, March 7, 2016 to allow members of

the public and the ownership of the liquor licensed establishments an opportunity to provide input to the Local Liquor License Review Committee and the City Commission.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth recommends to the State of Michigan Liquor Control Commission that the following license be revoked or not be renewed due to violations of the City's Liquor Management Ordinance and a failure to pay past due taxes or other payments due to the City:

### **PLYMOUTH CROSSINGS**

A motion was made by Commissioner Colleen Pobur and seconded by Mayor Pro-tem Oliver Wolcott for approval of resolution #2.

MOTION PASSED

#3 Resolution –

Res. #2016-13

WHEREAS, The City of Plymouth has a Liquor Management Ordinance related to the operation of all Class C Type Liquor Licenses in the City; and

WHEREAS, On February 29, 2016, the Liquor License Review Committee did meet to make recommendations to the City Commission related to Liquor Licenses; and

WHEREAS, A Public Hearing has been properly noticed and scheduled before the City Commission meeting on Monday, March 7, 2016 to allow members of the public and the ownership of the liquor licensed establishments an opportunity to provide input to the Local Liquor License Review Committee and the City Commission.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby direct the City Clerk to notify the ownership of the Plymouth Crossings and Panache/Bamboo that the City intends to recommend to the Michigan Liquor Control Commission non-renewal or revocation of their licenses should they still be in Escrow in 2017. This action is being taken in accordance with the City of Plymouth Liquor Management Ordinance.

A motion was made by Commissioner Colleen Pobur and seconded by Commissioner Joe Valenti for approval of resolution #3.

MOTION PASSED

## 6b. Westborn Market – Liquor License -

Mayor Dwyer informed everyone that this item is just a public hearing on an application for a liquor license. Mayor Dwyer provided background on the meeting with the LLRC regarding the request. He informed the Commission if they could also decide to table the issue.

Mayor Daniel Dwyer opened the public hearing at 7:51 pm for discussion concerning Westborn Market Liquor License.

Keith Keskes, 1440 Linden, stated he is an attorney and is representing Greek Island Restaurant on Main Street regarding a liquor license issue. He stated that Westborn has a wonderful project they are building on Penniman and is not speaking against them. His client, Greek Islands, has paid taxes and been a great corporate citizen. They came before the LLRC and City Commission last year to request a license and have been in the City for 4 years, and were denied. He feels the ordinance needs to be amended and has issues with how licenses were issued before, on a first come first serve basis in the B-2 District. He feels tabling this resolution is the appropriate step to take and hopes his client's request is taken into consideration.

Bryan Bandyk from Westborn Market stated they are running a quality establishment and have a license in escrow to grow their business plan with guidance from the City Commission. He stated it is a six million dollar project and they are very proud of what it will look like and the operation they have planned for the community. He spoke about the key aspects of how they will run this specialty market and it will not be a bar. The license will be an added value to include a great food experience and consumption of alcohol will be in a defined area. They have been in business since 1963 and run them right. They do plan to add additional employees. They have followed the protocol and asked the City Commission to consider opening the cap on liquor licenses.

Mayor Dan Dwyer closed the public hearing at 8:07pm

A motion was made by Commissioner Colleen Pobur and seconded by Mayor Pro-tem Oliver Wolcott to table discussion of this matter for up to 90 days.

Commissioner Colleen Pobur withdrew her motion so that Commissioner Dan Dalton could ask a few questions and get clarification.

A motion was made by Commissioner Colleen Pobur and seconded by Commissioner Dan Dalton to table the discussion of this matter for up to 90 days for further review.

RES. #2016-14

WHEREAS, The City of Plymouth has established the Liquor Management Ordinance and other Ordinances related to liquor serving establishments in order to help maintain the public health, safety and welfare as well as to conserve City resources for the good of the entire community; and

WHEREAS, The Liquor License Review Committee (LLRC) is required to review and make recommendations to the City Commission related to liquor serving establishments; and

WHEREAS, The City LLRC has received and reviewed an application to transfer a liquor license into the City to operate a new liquor serving establishments; and

WHEREAS, The City LLRC has received and reviewed an application to transfer a liquor license into the City to operate a new liquor serving establishment known as Westborn Market at 860 Penniman; and

WHEREAS, The proposed liquor serving establishment would exceed the number of liquor serving establishments allowed in the B-2 Zoning District and as such this establishment would not be able to comply with City Ordinances in violation of State Liquor Law.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby recommend to State of Michigan Liquor Control Commission that they cease the transfer of a license for Westborn – Plymouth to operate a liquor serving establishment in City of Plymouth's B-2 Zoning (Downtown) District. This denial is based on the fact that the proposed establishment would exceed the current cap on liquor licenses in the locally established B-2 Zoning District and the proposed plan exceeds the requirements of the Zoning District and as a result the proposed establishment would not be able to comply with the State of Michigan Liquor Laws which requires compliance with all local Codes and Ordinances.

(Tabled for 90 days)

#### 6c. Vokin Vodka – Liquor License -

Mayor Daniel Dwyer opened the public hearing at 8:12 p.m. for public comments concerning a Liquor License request for Vokin Vodka.

A representative from Vokin Vodka was present and explained their operation and that at some point in time they would like to come back to the Commission to request a tasting location. He stated he knows that maybe it would have to be outside of the City.

A resident from 136 S. Harvey had a question regarding the vodka product and concerns of aroma that might permeate the neighborhood.

Hearing no further comments, Mayor Dwyer closed the public hearing at 8:14 p.m.

RES. #2016-15

WHEREAS, The City Commission of the City of Plymouth established the Local Liquor License Review Committee (LLRC) by Ordinance; and

WHEREAS, The LLRC did review the application for a new Small Distiller License to be located at 710 Junction Street, Plymouth, MI 48170 – Wayne County; and

WHEREAS, The owner has acknowledged and is aware that no tasting of the product is allowed in the Zoning District where the Small Distiller License is to be located or elsewhere in the City as it would violate Zoning Ordinances and the Liquor Management Ordinance; and

WHEREAS, The owner has acknowledged and has indicated that he has no intentions of violating City Ordinances.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby recommend to the State of Michigan liquor Control Commission a New Small Distiller License for Vokin, LLC to be located at 710 Junction Street, Plymouth, MI 48170 – Wayne County that the application be considered for approval by the Michigan Liquor Control Commission.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby directed to provide the owner and/or the Michigan Liquor Control Commission a certified copy of this Resolution that was adopted at a regular meeting of the Plymouth City Commission.

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

MOTION PASSED

6d. CDBG Public Hearing –

Mayor Daniel Dwyer opened the public hearing for CDBG at 8:17 pm for public comments.

Hearing no further comments, Mayor Dwyer closed the public hearing at 8:18 pm

RES. #2016-14

WHEREAS, The City Commission of the City of Plymouth did post and hold a Public Hearing for the purposes of allocating Community Development Block Grant funds for the program year 2016; and

WHEREAS, It was determined after the public hearing that the City Commission would adopt the estimates for CDBG allocations given by Wayne County; and

WHEREAS, The City Commission did post and hold an additional public hearing to announce the Final and Determined uses for the 2016 CDBG allocation.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby adopt the following Community Development Block Grant determined uses and allocations for the 2016 CDBG program year:

Public Facility Improvements (ADA)	\$32,849.60
Public Services – Senior Transportation	\$11,929.58
<u>Administration/Planning-Grant Admin Salary</u>	<u>\$ 4,975.46</u>
<b>TOTAL (Estimated)</b>	<b>\$49,754.64</b>

NOW THEREFORE BE IT FURTHER RESOLVED THAT the City Commission authorizes and directs the City Administration to complete and submit the final determined uses to Wayne County for inclusion as part of the compiled CDBG plan that is submitted annually to HUD.

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

MOTION PASSED

**7. OLD BUSINESS:** None

**NEW BUSINESS:**

8a. Hockey Uniforms – Purchase -

RES. #2016-15

WHEREAS, The City of Plymouth operations a Recreation Department to promote the health and Welfare of the community; and

WHEREAS, The City Recreation Department has previously entered into an agreement with the Plymouth Canton Hockey Association (PCHA) to provide operations management and logistics to the PCHA; and

WHEREAS, As a part of that agreement the City is to bid for the purchase of certain Hockey Equipment for use by the PCHA; and

WHEREAS, The City accepted sealed bids for the purchase of certain Hockey Equipment.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of certain hockey equipment in accordance with the bid from the D&D Bicycle & Hockey in Northville, Michigan in accordance with their bid:

Warrior – Youth	\$35.99
Warrior – Adult	\$38.99
Warrior – Youth Goalie	\$39.99
CCM Practice – Youth	\$16.99
Player Name	\$ 2.90

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

MOTION PASSED

8b. Possible Sale of City-owned Property –

RES. #2016-16

WHEREAS, The City of Plymouth owns certain properties, including an old landfill that was originally closed in 1961 and is located in Salem Township; and

WHEREAS, The City has received both an option to purchase and an offer to purchase that property located in Salem Township; and

WHEREAS, The property has been vacant for many decades and unused; and

WHEREAS, The City Commission desires to consider the possibility of the sale of the property.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth doe hereby authorize the Office of the City Attorney to review the documents that have been submitted and begin discussions on behalf of the City with Green Valley Properties, LLC and/or others who may express an interest in the closed landfill site.

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

MOTION PASSED

8d. Fire Budget –

RES. #2016-17

WHEREAS, The City of Plymouth and the City of Northville share Fire Services through an Interlocal Agreement that was adopted by the two municipalities; and

WHEREAS, Under the terms of the Interlocal Agreement the City of Plymouth can provide input and recommendations to the Northville City Council prior to their adoption of the Budget for the Fire Department; and

WHEREAS, The Interlocal Agreement provides for the establishment of the Northville Plymouth Fire Advisory Board and this group has reviewed the proposed budget and has recommended its approval.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby recommend to the Northville City Council that they adopt the Fire Department Budget as presented and attached to this Resolution.

BE IT FURTHER RESOLVED THAT THE City Clerk shall forward a copy of this Resolution and Proposed Budget to the City of Northville.

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

MOTION PASSED

### 8c. Liquor License Expansion –

City Manager Paul Sincock provided background regarding liquor license expansion. He stated that the City Administration DOES NOT recommend any increase in the number of liquor licenses for the City. There seems to be a reasonable level of activity with 24 licenses currently operating covering 26 different liquor serving establishments. He also explained that the LLRC has recommended an expansion in the number of liquor licenses by one in the DDA District. If the proposed resolution is adopted, there will still need to be additional future actions by the City Commission in order to amend the various Ordinances to allow the expansion to happen.

Keith Keskes expressed concern with the process and suggested a Blue Ribbon Committee be formed before determining the amount to increase. He feels the LLRC should do further analysis of how to proceed.

Paul Salloum, part owner of the former bank building at Main and Penniman where the Greek Island Restaurant is, stated that he would like to see the City Commission open it up to more than one license. He stated that they pay their bills on time and it would not be fair to issue the license and not consider Greek Islands after they have been asking for one for last several years. He stated that the City needs to give older patrons more choices when they come to the City and ask the City Commission to please take a good look at this situation and have reconsideration for the Greek Island Restaurant.

Mayor Pro-tem Oliver Wolcott wanted to go on record that a e-mail was received by the owners of the Mayflower Meeting House with their comments on the situation and was provided to each Commissioner.

Commissioner Colleen Pobur spoke about the behavior of all the establishments and that it has been really good since 2007 and feels it is a cumulative effect. She stated that parking is always a concern and would like to be included in discussions concerning how parking is dealt with. She stated that interest in liquor licenses in the City is significant.

Commissioner Joe Valenti stated that crowd behavior has been good and the Police Department has been great to be open for license discussion and feels it is very helpful. He stated they should be looking for different types of businesses to come into the City and there is a need to compete with other communities.

Mayor Dan Dwyer stated he will be voting “no” and has voted this way the last several years. He feels there has been an improvement in the restaurant/bars in the Plymouth community and reminded the City Commissioners there are two licenses in escrow and if they add another license, there will be three licenses. He worries that they are not being forward thinkers in this situation and doesn’t feel the DDA has made significant

stride on improving parking, which is a valid argument. He feels that this is a drain on the city's resources more than any kind of business in the City of Plymouth.

Commissioner Dan Dalton stated he feels there are 28 license for 2.2 square miles and the big concern is the impact on parking. He agrees that it would be a drain on services for Police and Fire and the amount of time the Administration spends on Liquor License issues. He does not see the benefit of any increases at this time. From the market standpoint, there are two licenses in escrow and perhaps they could be purchased and feels the City has saturated the market and sees no value in increasing the number.

Commissioner Mike Wright spoke about the food service and alcohol service balance and that is a concern. He feels the City needs to develop new criteria and if they were satisfied, he would be agreeable to increase the amount. He agrees very much that parking is also a major issue.

Mayor Pro-tem Oliver Wolcott feels that this is a fascinating conversation and he has been an advocate of lifting the cap. Up until last week his thoughts have been very consistent. He is intrigued with Commissioner Mike Wright's suggestions and understands that there is a need to figure out how to attract businesses. He grew up on Penniman, moved away and came back. He agrees that there needs to be a balance for needs like parking, policing and mixed businesses and he has come a long way with his feelings about this whole issue.

Paul Salloum, Greek Islands, stated that the Commissioners have two great candidates for that one liquor license and why not reward the people that have been putting a lot of money into the community.

Commissioner Colleen Pobur stated that if they expand the cap, people are going to come knocking on their door and they will have a waiting list of candidates. She explained that she is a former LLC member and there have been no serious incidents related to downtown alcohol sales in a few years. The Police Department does a great job in policing the bars and restaurant in the City and feels that the businesses are doing a good job make sure there are no incidents. The businesses are fully aware of the process that they have to go through if there are any issues with their establishments with liquor problems.

Bryan Bandyk, representing Westborn spoke about the millions of dollars they have spent with this property and the desire to be a part of the community. He stated the store should be open mid-May and will be a smaller store than other Westborn Market locations. They are not trying to be a destination for someone to come to their store and drink a 12 pack of beer. They are very excited to be a good corporate citizen and don't feel the decision on who gets the license should be a consideration of how much taxes or money is spent in the community. He stated that they are also seeking a

license to sell packaged beer and wine and their business plan includes a café with indoor and outdoor seating. They would like to be able to serve beer or wine with a customer's meal.

RES. #2016-18

WHEREAS, The City Commission established the Local Liquor License Review Committee (LLRC) as a part of its Liquor Management Ordinance; and

WHEREAS, City Ordinance Section 6-37(d) requires that the Local Liquor License Review Committee shall annually review and report to the City Commission its recommendations to maintain, expand or delete the total number of allowable on-premises retail licenses for establishments that serve alcohol by the glass under a variety of State of Michigan Liquor Licenses; and

WHEREAS, The LLRC did make a review of the current liquor licenses and the City's potential for maintaining, expanding or deleting the number of Liquor Licenses in the City; and

WHEREAS, The LLRC did recommend that the City Commission authorize an expansion of the number of allowable Liquor Licenses by one, in the B-2 (DDA) Zoning District.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize an EXPANSION of the current number of liquor licenses in the City. The City Commission authorizes 15 licenses with the B-2 Zoning District (DDA), and 10 Licenses with the B-1, B-3 and ARC Zoning Districts be allowed and that the total number of liquor licenses shall NOT EXCEED 25 licenses City wide in accordance with the current Zoning and Liquor Management Ordinances.

BE IT FURTHER RESOLVED THAT the City Administration shall draft the various Ordinance Amendments to make this change and present them for adoption at the first available regular meetings of the City Commission.

Mayor Dan Dwyer requested a roll call:

COMMISSIONER DEAL	NO
COMMISSION DALTON	NO
MAYOR PRO-TEM WOLCOTT	YES
COMMISSIONER WRIGHT	YES
COMMISSIONER POBUR	YES

COMMISSIONER VALENTI  
MAYOR DWYER

YES  
NO

MOTION PASSED 4-3

8e. Traffic Control Order for Downtown –

RES. #2016-19

WHEREAS, The City of Plymouth operates many public streets and parking areas and as such the Michigan Uniform Traffic Code requires that the City Commission adopt Traffic Control Orders in order to maintain the safe and orderly flow of traffic and parking in the City; and

WHEREAS, The City Street Administrator did issue Temporary Traffic Control Order 15-2 on December 18, 2015 related to parking in the Downtown Development Authority (DDA) area of the City; and

WHEREAS, Prior to the issuance of 15-2 the order was reviewed by the Downtown Development Authority (DDA) and received positive comments.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby adopt City Traffic Control Order 15-2 as indicated here:

Pursuant to the authority provided by Section 28.11.53 of the Uniform Traffic Code of the City of Plymouth, the following traffic regulatory signs are directed to be installed.

Per DMA WO# 10810 (Church St. Dead End):

On the dead end of Church at the end of the street, remove the handicap parking sign and pole. No restrictions or permissions to be installed at this time.

On the dead end of Church on the North side of the street near 670 Church, remove the 2Hr. 8AM-6PM parking sign and pole. No restrictions or permissions to be installed at this time.

On the dead end of Church St., westbound, on the North side of the street, install No Parking Here to corner sign (and pole) at 60 feet East of Adams St.

Parking restrictions other than those listed above exist and are unaffected by this TCO.

Per DMA WO# 10811 (Church St. Main to Adams):

On westbound Church between Main and Adams on the North side of the street, install a No Parking this side of sign (and pole) at 60 feet West of Main St.

On Westbound Church between Main and Adams on the North side of the street, install a No parking Here to Corner sign (and pole) at the Southern end of the Stone wall in Veteran's Park.

On Westbound Church between Main and Adams at the Triangular traffic island, on the Southeast side of the island, please install No parking sign (and pole), on the West side of the island, please install a No Parking sign (and pole).

Parking restrictions other than those listed above exist and are unaffected by this TCO.

Per DMS WO# 10813 (Church St. Main to Union):

On Church between Main and Union, on the North side of the street, at the two (2) Handicap parking spaces, add a Van Accessible plaque to the one (1) Handicap space closest to Main St.

On Church between Main and Union, on the South side of the street, at the two (2) Handicap parking spaces, remove the two (2) Handicap parking signs (and poles) reinstall poles and signs according to MUTCD. Install a Van Accessible plaque for the one (1) Handicap space furthest from Main St.

On Church between Main and Union, on the South side of the street, at the four (4) 15 Min parking remove the parking signs (and poles) reinstall poles and signs according to MUTCD. No changes to the existing parking restriction (15 Min City Hall visitor parking).

Parking restrictions other than those listed above exist and are unaffected by this TCO.

Per DMS WO# 10814 (Fralick St.):

On Fralick install one (1) Handicap parking sign and pole on the North side of the street at the first parking space West of the first parking lot entrance (6<sup>th</sup> parking space from Main St.).

Per DMS WO# 10815 (Penniman Parking Lot):

In the Penniman Parking Lot, remove the one (1) 8Hr parking sign at the North end of the lot near Fralick on the DTE Street light pole.

In the Penniman Parking Lot at the space closest to Penniman on the East side of the lot, remove the existing Handicap Parking sign.

In the Penniman Parking Lot at the two (2) spaces closest to Penniman on the East side of the lot, install two (2) Handicap Parking signs. At the spot further from Penniman, install one (1) Van Accessible plaque.

In the Penniman Parking Lot at the space closest to Penniman on the West side of the lot, remove the existing Handicap Parking sign.

In the Penniman Parking Lot at the two (2) spaces closest to Penniman on the West side of the lot, install two (2) Handicap Parking signs. At the spot closest to Penniman, install one (1) Van Accessible plaque.

Parking restrictions other than those listed above exist and are unaffected by this TCO.

Per DMS WO #10816 (Penniman, Harvey to Main):

On Penniman between Harvey and Main, remove the one (1) Handicap parking sign on the DDA light pole in front of 860 Penniman.

Install a 2Hr Parking sign on the DDA light pole in front of 860 Penniman.  
Parking restrictions other than those listed above exist and are unaffected by this TCO.

Per DMS WO# 10817 ( Penniman, Main to Union):

On Penniman between Main and Union, on the North side of the street at the first space East of Main, install one (1) Handicap parking sign and pole.

Remove the one (1) Handicap parking sign off of the DDA light pole on the North side of the street in front of the Gathering at 736 Penniman.

Install one (1) 2Hr Parking sign on the DDA Light pole on the North side of the street in front of the Gathering at 736 Penniman.

Per DMA WO# 10818 (The Gathering Parking Lot):

In the Gathering parking lot at 736 Penniman, at the SW corner (first two spaces on the West side from Penniman) please install two (2) Handicap parking signs and poles. Also install one (1) Van Accessible plaque on the space closest to Penniman.

Parking restrictions other than those listed above exist and are unaffected by this TCO.

Per DMS WO# 10819 (Main St., Ann Arbor Tr. To Penniman):

On Main between Ann Arbor Tr. And Penniman on the Northbound side, at the DDA light pole at the mid block crosswalk, remove the one (1) Handicap parking sign.

Install one(1) 2hr Parking sign on the DDA light pole at the mid block crosswalk. Parking restrictions other than those listed above exist and are unaffected by this TCO.

Per DMS WO# 10823 (Forest, Ann Arbor Tr. To Wing):

On Forest between Ann Arbor Tr. And Wing, on the West side of the street, at the first space North of the driveway for 550 Forest, install one (1) Handicap parking sign and pole.

On Forest, on the East side of the street, at the first space North of the driveway for 595 Forest, install one (1) Handicap parking sign and pole.

On Forest, on the East side of the street at the first space North of Wing, remove the one (1) Handicap sign and pole.

Parking restrictions other than those listed above exist and are unaffected by this TCO.

Per DMS WO# 10824 (Wing/Harvey Parking Lot):

In the Wing/Harvey parking lot at the East end of the lot, closet to Forest, in the row directly adjacent to 580 Forest, install two (2) Handicap parking signs and poles at the first two (2) spaces West of Forest. At the space further from Forest also install one (1) Van accessible plaque.

In the Wing/Harvey parking lot, at the middle lot, at the West end of the row directly adjacent to 580 Forest, install two (2) Handicap parking signs and poles at the first two (2) spaces just East of the driveway that runs along the West side of the 580 Forest building. At the space further from Forest also install one(1) Van accessible plaque.

Parking restrictions other than those listed above exist and are unaffected by this TCO.

Per DMS WO# 10825 (Wing St. Harvey to Forest):

On Wing between Harvey and Forest, on the South side of the street, install one(1) No parking this side of sign and pole 50 feet East of Harvey (align with pavement markings).

On Wing between Harvey and Forest, on the South side of the street, install one (1) 2 Hr parking sign and pole in front of 983 Wing (align with center of pavement markings)

On Wing between Harvey and Forest, on the South side of the street, install one (1) 2Hr parking sign and pole in front of 921 & 927 Wing (align with center of pavement markings).

On Wing between Harvey and Forest, on the South side of the street, install one (1) No parking here to corner sign and pole 40 feet West of Forest (align with pavement markings).

Parking restrictions other than those listed above exist and are unaffected by this TCO.

Per DMS WO# 10827 (Wing St. Forest to Main):

On Wing between forest and Main, on the South side of the street, install one (1) 2Hr parking sign and pole in front of 885 & 875 Wing (align with pavement markings).

On Wing between Forest and Main, on the South side of the street, install one (1) 2Hr parking sign on the DTE street light pole in front of 865 Wing.

On Wing between Forest and Main, on the South side of the street, install one (1) 2Hr Parking sign and pole in front of 831 Wing (align with pavement markings).

On Wing between Forest and Main, on the South side of the street, install one (1) No parking here to corner sign and pole 80 feet West of Main (align with pavement markings).

On Wing between Forest and Main, on the North side of the street, install one (1) No parking this side of sign on the DTE street light pole 50 feet West of Main

On Wing between Forest and Main, on the North side of the street, install one (1) 2Hr parking sign and pole along the side of 590 S. Main (align with center of pavement markings).

On Wing between Forest and Main, on the North side of the street, install one (1) 2Hr parking sign and pole along the side of 595 Forest (align with center of pavement markings).

On Wing between Forest and Main, on the North side of the street, remove the No parking here to corner sign and pole 60 feet East of Forest.

Parking restrictions other than those listed above exist and are unaffected by this TCO.

Per DMS WO# 10829 (WO# 10829 (Wing St. Main to Deer)):

On Wing between Main and Deer, on the South side of the street, remove the 2Hr. 9AM – 5PM parking sign and pole alongside 607 S. Main.

On Wing between Main and Deer, on the South side of the street, remove the 2Hr 9AM – 5PM parking sign in front of 763 Wing, pole to remain.

On Wing between Main and Deer, on the South side of the street, install one (1) No Parking this side of sign and install one (1) 2 Hr parking sign in front of 763 Wing on the existing pole.

On Wing between Main and Deer, on the South side of the street, remove the 2Hr 9AM – 5PM parking sign in front of 743 Wing, pole to remain.

On Wing between Main and Deer, on the South side of the street, install one (1) 2Hr parking sign in front of 743 Wing on the existing pole.

On Wing between Main and Deer, on the South side of the street, install one (1) No parking here to corner sign and pole 70 feet West of Deer.

On Wing between Main and Deer, on the North side of the street, along side of the building at 595 S. Main remove the No parking here to corner sign and pole.

On Wing between Main and Deer, on the North side of the street, remove the 2Hr 9AM – 6PM parking sign on the DTE wood pole in front of 758 Wing.

On Wing between Main and Deer, on the North side of the street, install one (1) 2Hr parking sign and install one (1) No Parking Here to corner sign on the DTE wood pole in front of 758 Wing.

On Wing between Main and Deer, on the North side of the street, remove the 2Hr 9AM – 6PM parking sign on the DTE wood pole in front of 744 Wing.

On Wing between Main and Deer, on the North side of the street, install one (1) 2Hr parking sign on the DTE wood pole in front of 758 Wing.

On Wing between Main and Deer, on the North side of the street, remove the 2Hr 9AM – 6PM parking sign between the driveway for 744 Wing and Deer, existing pole to remain.

On Wing between Main and Deer, on the North side of the street, install one (1) 2Hr parking sign on the existing pole between the driveway for 744 Wing and Deer.

Parking restrictions other than those listed above exist and are unaffected by this TCO

Per DMS WO# 10830 (Deer St. Wing Ann Arbor Tr):

On Deer, on the East side of the street, between 593 Deer and 561 Deer, remove the 2 Hr. 9AM – 5PM parking sign and pole. No restrictions or permissions to be installed at this time.

On Deer, on the East side of the street, in front of 543 Deer, remove the 2Hr 9AM 5PM parking sign and pole. No restrictions or permissions to be installed at this time.

On Deer, on the East side of the street, in front of 693 Maple, remove the No parking here to corner sign and pole. No restrictions or permissions to be installed at this time.

On Deer, on the East side of the street, alongside of 686 Maple, remove the 2Hr 9AM – 5PM parking sign and pole. No restrictions or permissions to be installed at this time.

On Deer, on the East side of the street, between 686 Maple and the South driveway to the parking lot at 587 Ann Arbor Tr. Remove the NO parking 9AM – 5PM sign, and the Here to corner plaque, pole to remain.

On Deer, on the East side of the street, between 686 Maple and the South driveway to the parking lot at 587 Ann Arbor Tr, remove the No parking 9AM – 5PM sign and pole. No restrictions or permissions to be installed at this time.

On Deer, on the East side of the street, between the North and the South driveway to the parking lot at 587 Ann Arbor Tr. Remove the No parking 9AM – 5PM sign, and the Here to corner plaque, pole to remain.

On Deer, on the East side of the street, between the North and the South driveway to the parking lot at 587 Ann Arbor Tr, install one (1) No parking Here to corner sign at 75 feet south of Ann Arbor Tr. On the existing pole.

Parking restrictions other than those listed above exist and are unaffected by this TCO.

Per DMS WO# 10831 (Ann Arbor Tr. Deer/Union to Elizabeth):

On Ann Arbor Trail between Union and Elizabeth, on the South side of the street 40 feet East of Union/Deer, remove the No parking here to corner sign, existing pole to

remain. Install No parking this side of sign on the existing pole 40 feet East of Union/Deer.

On Ann Arbor Trail between Union and Elizabeth, on the South side of the street in front of the parking lot for 587 Ann Arbor Tr., remove the 2Hr parking sign, existing pole to remain.

On Ann Arbor Trail between Union and Elizabeth, on the South side of the street in front of the parking lot for 587 Ann Arbor Tr. Install one(1) 8Hr. parking sign on the existing pole.

On Ann Arbor Trail between Union and Elizabeth, on the South side of the street in front of 587 Ann Arbor Tr., remove the 2Hr parking sign, existing pole to remain.

On Ann Arbor Trail between Union and Elizabeth, on the South side of the street in front of 587 Ann Arbor Tr., install one (1) 8Hr parking sign on the existing pole.

On Ann Arbor Trail between Union and Elizabeth, on the South side of the street in front of 585 Ann Arbor Tr., remove the 2Hr parking sign on the DTE decorative light pole.

On Ann Arbor Trail between Union and Elizabeth, on the South side of the street in front of 585 Ann Arbor Tr., install one (1) 8Hr parking sign on the DTE decorative light pole.

On Ann Arbor Trail between Union and Elizabeth on the South side of the street in front of 565 Ann Arbor Tr., install one (1) 8Hr parking sign on the DTE decorative light pole.

On Ann Arbor Trail between Union and Elizabeth, on the South side of the street in front of 545 Ann Arbor Tr, install one (1) 8Hr parking sign on the DTE decorative light pole.

On Ann Arbor Trail between Union and Elizabeth, on the South side of the street in front of 509 Ann Arbor Trail, install one (1) 8Hr parking sign on the DTE decorative light pole.

On Ann Arbor Trail between Union and Elizabeth, on the North side of the street in front of the parking lot for 344 Elizabeth, remove the 2Hr parking sign on the DTE decorative light pole.

On Ann Arbor Trail between Union and Elizabeth, on the North side of the street in front of the parking lot for 584 Ann Arbor Tr., install one (1) 8Hr parking sign on the DTE decorative light pole.

On Ann Arbor Trail between Union and Elizabeth, on the North side of the street in front of 584 Ann Arbor Tr. Remove the 2Hr parking sign on the DTE decorative light pole.

On Ann Arbor Trail between Union and Elizabeth, on the North side of the street in front of 600 Ann Arbor Tr., remove the 2Hr parking sign on the DTE decorative light pole.

On Ann Arbor Trail between Union and Elizabeth, on the North side of the street in front of 600 Ann Arbor Tr., install one (1) 8Hr parking sign on the DTE decorative light pole.

On Ann Arbor Trail between Union and Elizabeth, on the North side of the street along side of the part of Kellogg Park, East of Union, install one (1) 8Hr parking sign on the DTE decorative light pole, relocate the DDA wayfinding sign higher on the pole, install both signs to MUTCD.

Parking restrictions other than those listed above exist and are unaffected by this TCO

Per DMS WO#10832 (Parking Enforcement Signs, locations described below):

Remove all the signs that read: "On-Street Parking, 2 Hour Limit, Unless Otherwise Posted, Enforced 9AM-8PM Monday-Saturday" and poles at the following locations:

- 1 – SE corner of Main & Penniman in DDA planter box along Penniman
- 2 - NE corner of Main & Wing on DDA Light pole
- 3 - SW corner of Ann Arbor Tr. & Forest in DDA planter box along Forest

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby direct the City Clerk to maintain a record of this and all Traffic Control Orders in accordance with the Michigan Uniform Traffic Control Code.

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

MOTION PASSED

**9. REPORTS AND CORRESPONDENCE:**

Commissioner Mike Wright explained that the Appointment Committee were proposing an appointment to the Planning Commission as follows:

KAREN SISOLAK  
939 Penniman

This will be for a three year term ending December 31, 2018.

A motion was made by Commissioner Mike Wright and seconded by Commissioner Colleen Pobur for approval of the appointment of Karen Sisolak to the Planning Commission for a three year term.

MOTION PASSED

**ADJOURNMENT:**

10. Hearing no further business, a motion was made by Commissioner Colleen Pobur and seconded by Mayor Pro-tem Oliver Wolcott for adjournment of the meeting at 9:50pm.

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DANIEL DWYER  
MAYOR

---

LINDA LANGMESSER  
CITY CLERK









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):

Beginning of August

Next year's specific dates:

TBD

\*\*\*See section 12.13 for license & insurance requirements for vendors\*\*\*

3. **FOOD VENDORS/ CONCESSIONS?** YES  NO  **OTHER VENDORS?** YES  NO

4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** YES  NO

5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES  NO

6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** YES  NO

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

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

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

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

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

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

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

YES  NO

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

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

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

The Susan G. Komen Breast Cancer Foundation, Inc. d/b/a Susan G. Komen

4.15.15

Date



Signature of Sponsoring Organization's Agent

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

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

**Phone: (734) 453-1234 ext. 203**

11. INDEMNIFICATION AGREEMENT

**INDEMNIFICATION AGREEMENT**

The The Susan G. Komen Breast Cancer Foundation, Inc.  
d/b/a Susan G. Komen (*organization name*) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Susan G. Komen Michigan 3-Day (*event name*) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

The Susan G. Komen Breast Cancer Foundation, Inc.  
d/b/a Susan G. Komen

Signature  Date 4.15.15

Witness  Date 4.15.15

**EVENT REVIEW**

EVENT NAME: Susan G. Komen Mi 3-Day

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

<b>MUNICIPAL SERVICES:</b>	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>CP</u>
\$250 Bathroom Cleaning Fee Per Day of Event?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
Regular Time Costs: \$	Overtime Costs: \$	Equipment & Materials Costs: \$	
LABOR \$ 750			
VEHICLE \$ 150			
FENCE + SIGNS \$ 400			

<b>POLICE:</b>	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>GC</u>
Regular Time Costs: \$	Overtime Costs: \$	Equipment & Materials Costs: \$	
1824 -			
3 OFFICERS @ 8 HOURS			

<b>FIRE:</b>	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>SP</u>
Regular Time Costs: \$	Overtime Costs: \$	Equipment & Materials Costs: \$	
4 firefighters @ 8 hours each, 8 AM - 4 PM \$525.00			

<b>HVA:</b>	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>DP</u>
Regular Time Costs: \$	Overtime Costs: \$	Equipment & Materials Costs: \$	
HVA BIKES \$ 650			

<b>DDA:</b>	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>TB</u>
Regular Time Costs: \$	Overtime Costs: \$	Equipment & Materials Costs: \$	
450 DDA SIGNAGE + STAFFING			

<b>RISK MANAGEMENT:</b>	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>MB</u>
Class I - Low Hazard <input type="checkbox"/>			
Class II - Moderate Hazard <input checked="" type="checkbox"/>	<b>CERTIFICATE OF INSURANCE NEEDED PRIOR TO EVENT</b>		
Class III - High Hazard <input type="checkbox"/>	<b>Naming City of Plymouth as 'Additional Insured'</b>		
Class IV - Severe Hazard <input type="checkbox"/>			

APPROVED: \_\_\_\_\_ NOT APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

SITE FEE APPLIED TO ALL EVENTS

**CITY OF PLYMOUTH**  
**201 S. MAIN**  
**PLYMOUTH, MI**  
**48170**  
[www.ci.plymouth.mi.us](http://www.ci.plymouth.mi.us)

## **ADMINISTRATIVE RECOMMENDATION**

**To:** Mayor & City Commission  
**From:** Paul J. Sincock – City Manager  
**CC:** S:\MANAGER\Sincock Files\Memorandum - Brownfield Public Hearing Starkweather School 03-21-16.doc  
**Date:** 3/17/2016  
**Re:** Brownfield Public Hearing & Action – Starkweather School

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### **BACKGROUND:**

The City of Plymouth Brownfield Redevelopment Authority has been working with the developer of what is known as the Starkweather School Project on Holbrook. The plan is to capture of tax revenues for a total of 15 years. The developer would purchase the school property and move forward on the development of a multi-family project at the school. The Developer also plans on building a number private single family homes on the back lot of the school property. The developer is looking forward to starting this project as quickly as possible, but we have not yet been able to finalize the language in the Planned Unit Development Agreement, which is totally separate agreement with the City.

The City Commission will need to open a Public Hearing and hear comment on this plan and then after the Hearing the Commission has the option of adopting the plan.

The Brownfield Redevelopment Authority reviewed this matter at their February 10, 2016 meeting. The Brownfield Board did approve the plan. However, we should caution the City Commission that this plan will take away future General Fund money in order to accommodate the Tax Capture. Admittedly, there is no current tax revenue on the site due to the fact that it is owned by the Plymouth Canton Schools.

We have attached the meeting minutes of the Brownfield Redevelopment Board's May 23<sup>rd</sup> meeting as additional background information. We have also attached a memorandum from Community Development Director John Buzuvis for your reference as well.

### **RECOMMENDATION:**

The Brownfield Redevelopment Authority Board recommends that the City Commission adopt the Proposed Brownfield Plan for Starkweather School. Adoption of this Plan will provide for the tax capture of revenues from the site and reimburse the Developer for expenses related to clean up. The project should prove to be a significant enhancement to the neighborhood by eliminating a vacant school building and bringing it up to current living standards.

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

## **ADMINISTRATIVE RECOMMENDATION**

**To:** Paul J. Sincock, City Manager  
**From:** John Buzuvis, Community Development Director   
**CC:** S:\DDA\Shared Files\John\Community Development\PUDs\PUDs 2015\Starkweather School  
**Date:** 3/17/2016  
**Re:** Starkweather School Brownfield Plan Public Hearing

---

### **BACKGROUND:**

As you are aware the Brownfield Redevelopment Authority (BRA) met on February 10, 2016 to review a Brownfield plan and reimbursement agreement for the Starkweather School property located at 550 N. Holbrook. The former school building has been classified as "functionally obsolete" by the City Assessor and as such becomes eligible for local Brownfield tax capture. The project includes the redevelopment of the now vacated school building as well as 23 single family homes on the property behind the school. The Brownfield plan, proposed by the developer, would cover remediation costs of \$1,045,000 associated with the redevelopment of the school building itself. The Brownfield plan, as proposed and approved by the BRA board, includes the following:

- Project costs financed by the developer with interest costs of \$26,125 (calculated at 2.5% simple interest)
- Administration fees charged by the City over the maximum 15 (fifteen) year life of the project total \$164,846 to be captured the final three years of tax capture
- \$412,492 estimated to be placed in the Local Site Remediation Revolving Fund (LSRRF) at the end of the project
- Total Project Costs of \$1,648,463

Debt millage(s) and school taxes are not eligible for tax capture without the consent of the Michigan Department of Environmental Quality and are not included as part of the millage rates enclosed in the Brownfield Plan. It's important to note that this particular parcel has not been subject to taxes at any time as it has been owned by the school district. The City Attorney's office has reviewed and approved the enclosed Brownfield Plan. In addition the Brownfield Redevelopment Authority Board approved the enclosed plan at their February 10<sup>th</sup> meeting and recommended the City Commission review and approve the plan at a future meeting.

Please note that the Brownfield Redevelopment Authority Board voted to table the discussion/review of the Reimbursement Agreement at the February 10, 2016 meeting. At that time the developer indicated that he would like more time to review the agreement. The Brownfield Redevelopment Authority Board intends to take action on this item at a future meeting.

**RECOMMENDATION:**

The administration recommends that, at the close of the Public Hearing, the City Commission review and approve the Brownfield Plan for 550 N. Holbrook.

Attached for your review is the Brownfield Plan, draft Brownfield Redevelopment Authority Board meeting minutes from February 10, 2016 as well as a draft resolution for the commission to consider. Should you have any questions in advance of the meeting please feel free to contact me.

**City of Plymouth City Commission  
CITY OF PLYMOUTH, MICHIGAN  
CITY HALL, 201 S. MAIN  
MONDAY MARCH 21, 2016  
7:00 PM  
(734) 453-1234**

PUBLIC HEARING for:

1. Proposed Brownfield Plan for 550 N. Holbrook- Starkweather School Redevelopment Project (parcel ID 004-01-0429-309)

All interested persons are invited to attend and make comment on any part of the proposed plan. A copy of the proposed Brownfield Plan and maps are available in the office of the City Clerk.

In accordance with the Americans with disabilities Act, the City of Plymouth will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting/hearing, to individuals with disabilities. Requests for auxiliary aids or services may be made by writing or calling the following:

Maureen Brodie, ADA Coordinator  
201 S. Main Street  
Plymouth, Michigan 48170  
(734)453-1234, Ext. 206

Published: Thursday, March 10, 2016

## PLYMOUTH BROWNFIELD REDEVELOPMENT AUTHORITY

# BROWNFIELD PLAN

550 N Holbrook Street, Plymouth, MI 48170

**PREPARED BY** Plymouth Brownfield Redevelopment Authority  
201 S Main Street  
Plymouth, Michigan 48170  
Contact Person: John Buzuvis  
Email: [jbuzuvis@ci.plymouth.mi.us](mailto:jbuzuvis@ci.plymouth.mi.us)  
Phone: (734) 453-1234 ext.222

AKT Peerless  
22725 Orchard Lake Road  
Farmington, MI 48336  
Contact Person: Jeremy McCallion  
Email: [mccallionj@aktpeerless.com](mailto:mccallionj@aktpeerless.com)  
Phone: (248) 302-3038

**PROJECT #** 9303B

**REVISION DATE** January 13, 2016

**BRA APPROVAL** BRAApprovalDate  
**CITY APPROVAL** CityApprovalDate

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## ATTACHMENTS

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• Figure 1 – Scaled Property Location Map	
• Figure 2 – Eligible Property Boundary Map	
Attachment B.....	Legal Description
Attachment C.....	Tables
• Table 1 – Eligible Activities	
• Table 2 – Tax Increment Revenue Estimates	
• Table 3 – Reimbursement Allocation Schedule	
Attachment D.....	Affidavit of City of City of Plymouth Assessor

# PROJECT SUMMARY

<b>PROJECT NAME</b>	Starkweather School - Redevelopment and Reuse of Properties Located at 550 N Holbrook Street, Plymouth, Michigan
<b>DEVELOPER</b>	Curtis-Plymouth LLC 990 Pierce Street Birmingham, Michigan 48009 Mark Menuck (248) 730-0300
<b>ELIGIBLE PROPERTY LOCATION</b>	The Eligible Property is located at 550 N Holbrook Street, Plymouth, Michigan. Parcel ID Number 004-01-0429-309.
<b>TYPE OF ELIGIBLE PROPERTY</b>	Functionally Obsolete
<b>SUBJECT PROJECT DESCRIPTION</b>	<p>The Starkweather School Redevelopment Project (Project) consists of the redevelopment of the subject property, which is located at 550 N Holbrook Street in Plymouth, Michigan. The final plans for the redevelopment have not been completed. However, this Project will include the rehabilitation of the former two-story Starkweather School and construction of approximately 24 multi-family apartments and 23 single-family homes. This Project will ultimately put an obsolete school, with cultural significance, back to productive use and improve Plymouth's Old Village neighborhood.</p> <p>The Project is seeking approval of Tax Increment Financing (TIF). Construction is expected to begin in Spring of 2016.</p>
<b>ELIGIBLE ACTIVITIES</b>	Baseline Environmental Assessment (BEA) Activities (Phase I Environmental Site Assessment (ESA) and Phase II ESA), Preparation of a Brownfield Plan, Demolition, and Lead and Asbestos Survey and Abatement.
<b>REIMBURSABLE COSTS</b>	\$1,071,125 (Est. Eligible Activities, Contingency, Interest) \$ 164,846 (BRA Administrative Fees) <u>\$ 412,492</u> (Local Site Remediation Revolving Fund) \$1,648,463

MAXIMUM DURATION OF CAPTURE	15 years
ESTIMATED TOTAL CAPITAL INVESTMENT	\$6.5 million
INITIAL TAXABLE VALUE	\$0

# LIST OF ACRONYMS AND DEFINITIONS

<b>BEA</b>	Baseline Environmental Assessment
<b>DEVELOPER</b>	Curtis-Plymouth LLC
<b>ELIGIBLE PROPERTY</b>	Property for which eligible activities are identified under a Brownfield Plan, referred to herein as “the subject property”.
<b>ESA</b>	Environmental Site Assessment
<b>LSRRF</b>	Local Site Remediation Revolving Fund
<b>MDEQ</b>	Michigan Department of Environmental Quality
<b>MEDC</b>	Michigan Economic Development Corporation
<b>PBRA or Authority</b>	Plymouth Brownfield Redevelopment Authority
<b>PHASE I ESA</b>	An environmental historical review and site inspection (no soil and/or groundwater sampling and analysis)
<b>PHASE II ESA</b>	Environmental subsurface investigation (includes soil, soil gas, and/or groundwater sampling and analysis)
<b>PLAN</b>	Brownfield Plan
<b>SUBJECT PROPERTY</b>	The Eligible Property, located at 550 N Holbrook Street, Plymouth, MI. It comprises one parcel.
<b>TIF</b>	Tax Increment Financing (TIF describes the process of using TIR—i.e., TIF is the use of TIR to provide financial support to a project)
<b>TIR</b>	Tax Increment Revenue (new property tax revenue, usually due to redevelopment and improvement that is generated by a property after approval of a Brownfield Plan)

# BROWNFIELD PLAN

550 N Holbrook Street, Plymouth, MI 48170

## 1.0 Introduction

The City of Plymouth, Michigan (the "City"), established the Plymouth Brownfield Redevelopment Authority (the "Authority") on December 16, 1996, pursuant to Michigan Public Act 381 of 1996, as amended ("Act 381"). The primary purpose of Act 381 is to encourage the redevelopment of eligible property by providing economic incentives through tax increment financing for certain eligible activities.

The main purpose of this Brownfield Plan is to promote the redevelopment of and investment in certain "Brownfield" properties within the City. Inclusion of subject property within Brownfield plans will facilitate financing of environmental response and other eligible activities at eligible properties, and will also provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as "Brownfields." By facilitating redevelopment of Brownfield properties, Brownfield plans are intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the Authority.

The identification or designation of a developer or proposed use for the Eligible Property that is the subject of this Brownfield Plan (the "subject property") shall not be integral to the effectiveness or validity of this Brownfield Plan. This Brownfield Plan is intended to apply to the subject property identified in this Brownfield Plan and, if tax increment revenues are proposed to be captured from that subject property, to identify and authorize the eligible activities to be funded by such tax increment revenues. Any change in the proposed developer or proposed use of the subject property shall not necessitate an amendment to this Brownfield Plan, affect the application of this Brownfield Plan to the subject property, or impair the rights available to the Authority under this Brownfield Plan.

This Brownfield Plan is intended to be a living document, which may be modified or amended in accordance with the requirements of Act 381, as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Brownfield Plan for reference purposes.

This Brownfield Plan contains information required by Section 13(1) of Act 381.

## 2.0 General Provisions

The following sections detail information required by Act 381.

### 2.1 Description of Eligible Property (Section 13 (l)(h))

The Eligible Property (the "subject property") is located at 550 N Holbrook Street, in Plymouth, MI. The subject property is situated southeast of the intersection of West Spring Street and North Holbrook Street. The subject property consists of one irregular-shaped parcel that contains approximately 5.57 acres. The subject property is located in an area of Plymouth (the "City") that is characterized by commercial and residential properties. Behind the subject property, to the east, is Hines Park.

The following table describes the parcel which comprises the subject property. See Attachment A, Figure 2 – Eligible Property Boundary Map.

### Eligible Property Information

Address	Tax Identification Number	Basis of Brownfield Eligibility	Approximate Acreage
550 N Holbrook Street	004-01-0429-309	Functionally Obsolete	5.57

The subject property is currently zoned two-family residential (RT-1), one family residential (R-1) and office (O-1). It is anticipated the subject property will be re-zoned to a Planned Unit Development (PUD). It currently contains a vacant two-story building (a former Canton-Plymouth Public School building). Exterior portions of the subject property include landscaped areas and paved surface parking.

The Starkweather School Redevelopment (Project) consists of the redevelopment of the subject property, which is located at 550 N Holbrook Street in Plymouth. The final plans for the redevelopment have not been completed. However, this Project will include the rehabilitation of the existing two-story Starkweather School for reuse as multi-family residential apartments and construction of approximately 23 single-family homes to the east of the former school. This Project will ultimately re-purpose an obsolete school, with cultural and historic significance, and improve Plymouth's Old Village neighborhood.

The Project is seeking approval of Tax Increment Financing (TIF). The rehabilitation of the former school is expected to begin in spring of 2016. Construction of the single-family homes will occur after the school is substantially completed.

Attachment A includes site maps of the Eligible Property, refer to: Figure 1, Scaled Property Location Map and Figure 2, Eligible Property Boundary Map (which includes lot dimensions). The legal description of the parcel included in the Eligible Property is presented in Attachment B.

The parcel and all tangible real and personal property located thereon will comprise the Eligible Property, which is referred to herein as the "subject property."

## 2.2 Basis of Eligibility (Section 13 (1)(h) , Section 2 (m)), Section 2(r)

The subject property is considered "Eligible Property" as defined by Act 381, Section 2 because: (a) the subject property was previously utilized as a public property (public school building); (b) it is located within the City of Plymouth, a non-qualified local governmental unit, or "Non-Core Community" under Act 381; and (c) the parcel which comprises the subject property has been determined to be functionally obsolete.

Since 1927, the subject property has been developed with a two-story public school building. In 2013, operations ceased at the subject property and it has since remained vacant.

The subject property is considered to be functionally obsolete which means the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design, or other similar factors that affect the property itself or the property's relationship with other

surrounding property. Please see Attachment D for an Affidavit of City of City of Plymouth Assessor which has determined the subject property to be functionally obsolete.

### 2.3 Summary of Eligible Activities and Description of Costs (Section 13 (1)(a),(b))

The “eligible activities” that are intended to be carried out at the subject property are considered “eligible activities” as defined by Sec 2 of Act 381, because they include BEA Activities (Phase I ESA and Phase II ESA), preparation of a Brownfield Plan, lead and asbestos survey and abatement and demolition (see Table 1).

A summary of the eligible activities and the estimated cost of each eligible activity intended to be paid for with tax increment revenues from the subject property is shown in the table below.

**Estimated Cost of Reimbursable Eligible Activities**

Description of Eligible Activity		Estimated Cost*	
1.	BEA Activities	\$	23,000
2.	Demolition	\$	690,000
3.	Lead and Asbestos Activities	\$	190,000
<b>Total Environmental and Non-Environmental Eligible Activities</b>		\$	<b>903,000</b>
4.	15% Contingency on Eligible Activities**	\$	132,000
5.	Brownfield Plan	\$	10,000
<b>Total Eligible Activities Cost with 15% Contingency</b>		\$	<b>1,045,000</b>
6.	Interest (calculated at 2.5%, simple)***	\$	26,125
7.	Authority Administration Fees	\$	164,846
8.	Local Site Remediation Revolving Fund (LSRRF)****	\$	412,492
<b>Total Eligible Costs for Reimbursement</b>		\$	<b>1,648,463</b>

\*Estimated costs are local only costs paid out of captured tax increment revenues from locally levied millages (to the extent available).

\*\*The contingency is applied to the Subtotal, excepting BEA Activities, which have already been completed.

\*\*\*Interest is calculated annually at 2.5% simple interest on unreimbursed eligible activities, in accordance with PBRA policy.

\*\*\*\*LSRRF deposits will be made in accordance with Act 381.

A detailed breakout of the eligible activities and the estimated cost of each eligible activity intended to be paid for with tax increment revenues from the subject property is shown in Attachment C, Table 1. The Developer desires to be reimbursed for the costs of eligible activities. Tax increment revenue generated by the subject property will be captured by the Authority and used to reimburse the cost of the eligible activities completed on the subject property after approval of this Brownfield Plan and an associated Reimbursement Agreement.

The costs listed in the table above are estimated costs and may increase or decrease depending on the nature of any unknown conditions encountered on the subject property. The actual cost of those eligible activities encompassed by this Brownfield Plan that will qualify for reimbursement from tax increment revenues of the Authority from the subject property shall be governed by the terms of a Reimbursement Agreement with the Authority (the “Reimbursement Agreement”). No costs of eligible activities will be

qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and/or the Development Agreement.

In accordance with this Brownfield Plan, and the associated Reimbursement Agreement, the amount advanced by the Developer will be repaid by the Authority with interest at the rate set at 2.5% simple interest, solely from the tax increment revenues realized from the Eligible Property. Payments will be made to the full extent incremental property tax revenues are or become available for such purpose under the Act. Based on the projected cost of eligible activities, interest reimbursement in this Brownfield Plan is estimated at \$26,125. However, if the actual cost of eligible activities turns out to be lower than the above estimates, interest reimbursement may be lower, subject to the 2.5% simple interest calculation.

Tax increment revenues will first be used to pay or reimburse administrative expenses described in the table above. Administrative Fees are estimated at 10% of total annual TIR.

#### **2.4 Estimate of Captured Taxable Value and Tax Increment Revenues (Section 13(1)(c)); Impact of Tax Increment Financing On Taxing Jurisdictions (Section 13(1)(g), Section 2(ee))**

This Brownfield Plan anticipates the capture of tax increment revenues to reimburse the Developer for the costs of eligible activities under this Brownfield Plan in accordance with the Reimbursement Agreement. A table of estimated tax increment revenues to be captured is attached to this Brownfield Plan as Attachment C, Table 2. Tax increment revenue capture is expected to begin in 2016.

All reimbursement will be in accordance with the Reimbursement Agreement and the Development Agreement.

The total estimated cost of the eligible activities and other eligible costs (including administrative fees, contingency, interest and LSRRF deposits) to be reimbursed through the capture of tax increment revenue is projected to be \$1,503,683. The estimated effective initial taxable value for this Brownfield Plan is \$0, and is based on land and real property tax only in year 2015 (the "base year").

Redevelopment of the subject property is expected to initially generate incremental taxable value in 2016 with the first significant increase in taxable value of approximately \$200,000 beginning in 2016.

It is estimated that the Authority will capture the 2016 through 2026 tax increment revenues to reimburse the cost of the eligible activities and interest. An estimated schedule of tax increment revenue reimbursement is provided as Attachment C, Table 3.

The captured incremental taxable value and associated tax increment revenue will be based on the actual increased taxable value from all taxable improvements on the subject property and the actual millage rates levied by the various taxing jurisdictions during each year of the plan, as shown in Attachment C, Tables 2 and 3. The actual tax increment captured will be based on taxable value set through the property assessment process by the local unit of government and equalized by the County and the millage rates set each year by the taxing jurisdictions.

#### **2.5 Plan of Financing (Section 13(1)(d)); Maximum Amount of Indebtedness (Section 13(1)(e))**

Eligible activities are to be financed by the Developer. The Authority will reimburse the Developer for the cost of approved eligible activities, but only from tax increment revenues generated from the subject property as available, and subject to the Reimbursement Agreement and Development Agreement.

All reimbursements authorized under this Brownfield Plan shall be governed by the Reimbursement Agreement. The Authority shall not incur any note or bonded indebtedness to finance the purposes of this Brownfield Plan. The inclusion of eligible activities and estimates of costs to be reimbursed in this Brownfield Plan is intended to: (1) authorize the Authority to fund such reimbursements; and (2) does not obligate the Authority to fund any reimbursement or to enter into the Reimbursement Agreement providing for the reimbursement of any costs for which tax increment revenues may be captured under this Brownfield Plan, or which are permitted to be reimbursed under this Brownfield Plan. The amount and source of any tax increment revenues that will be used for purposes authorized by this Brownfield Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Brownfield Plan, will be provided solely under the Reimbursement Agreement contemplated by this Brownfield Plan.

## **2.6 Duration of Brownfield Plan (Section 13(1)(f))**

In no event shall the duration of the Brownfield Plan exceed 35 years following the date of the resolution approving the Brownfield Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (4) and (5) of Section 13 of Act 381 or 30 years. Further, in no event shall the beginning date of the capture of tax increment revenues be later than five years after the date of the resolution approving the Brownfield Plan.

## **2.7 Effective Date of Inclusion in Brownfield Plan**

The subject property will become a part of this Brownfield Plan on the date this Brownfield Plan is approved by the City of Plymouth. The date of tax capture shall commence during the year construction begins or the immediate following year—as increment revenue becomes available— but the beginning date of tax capture shall not exceed five years beyond the date of the governing body resolution approving the Brownfield Plan amendment.

## **2.8 Displacement/Relocation of Individuals on Eligible Property (Section 13(1)(i-l))**

There are no persons or businesses residing on the Eligible Property, and no occupied residences will be acquired or cleared; therefore there will be no displacement or relocation of persons or businesses under this Brownfield Plan.

## **2.9 Local Site Remediation Revolving Fund (“LSRRF”) (Section 8, Section 13(1)(m))**

The Authority has plans to establish a Local Site Remediation Revolving Fund (LSRRF). The Authority will capture incremental local taxes to fund the LSRRF, for three full years following full developer reimbursement for eligible activities and interest. The amount of tax increment revenue authorized for capture and deposit in the LSRRF is estimated at \$374,833.

## **2.10 Other Information**

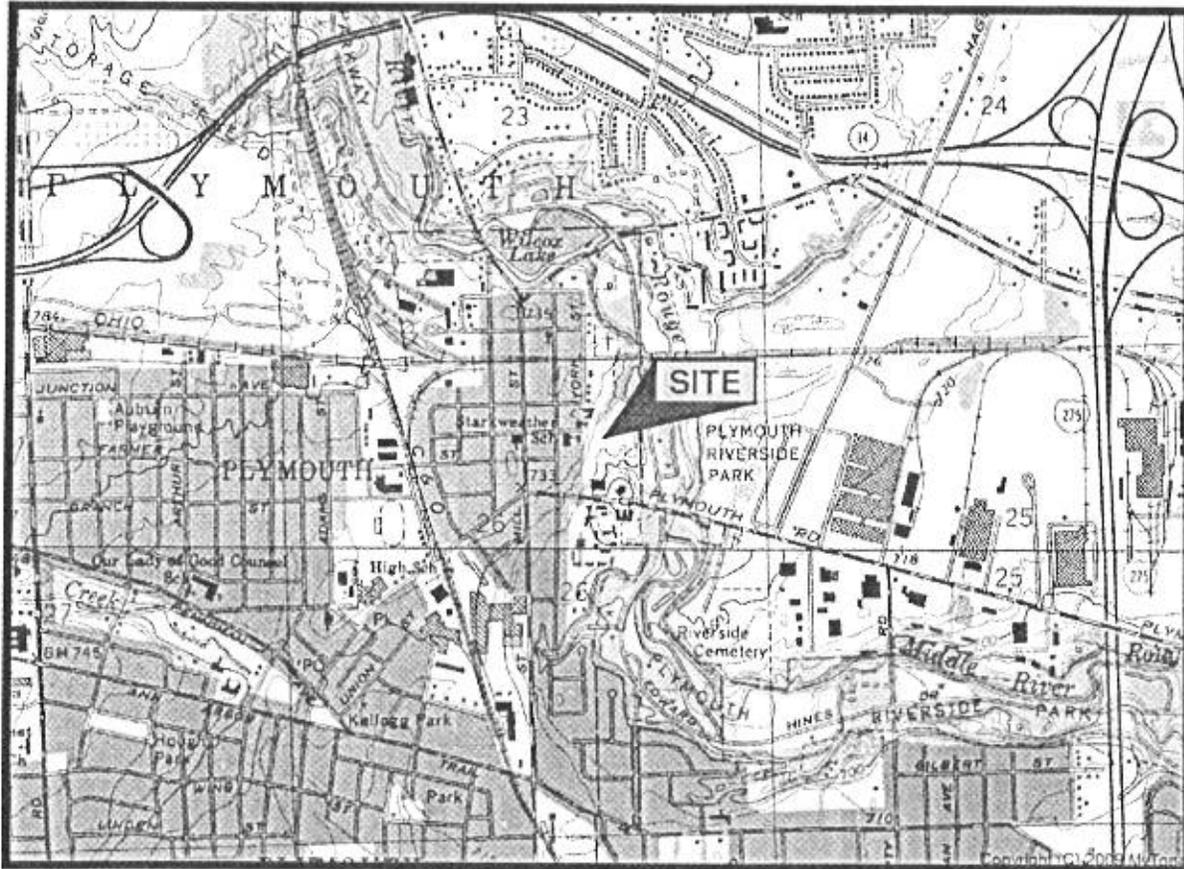
The tax capture breakdown of tax increment revenues anticipated to become available for use in this Brownfield Plan is summarized below.

There are 27.9960 local-only mills available for capture. The Project is not seeking MDEQ or MSF approval to allow for capture of school taxes and will be utilizing only local tax increment revenues and the period of actual tax capture shall not exceed 15 years.



**Attachment A**  
**Site Maps and Photographs**

NORTHVILLE QUADRANGLE  
 MICHIGAN - WAYNE COUNTY  
 7.5 MINUTE SERIES (TOPOGRAPHIC)



T. 1S.-R.8 E.

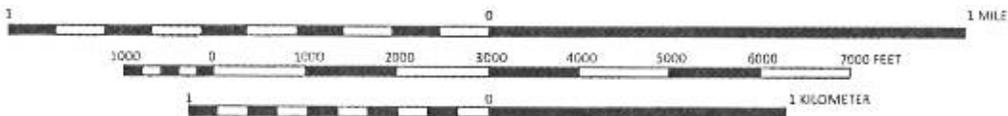


IMAGE TAKEN FROM 1969 U.S.G.S. TOPOGRAPHIC MAP  
 PHOTOREVISED 1980



**AKTPEERLESS**

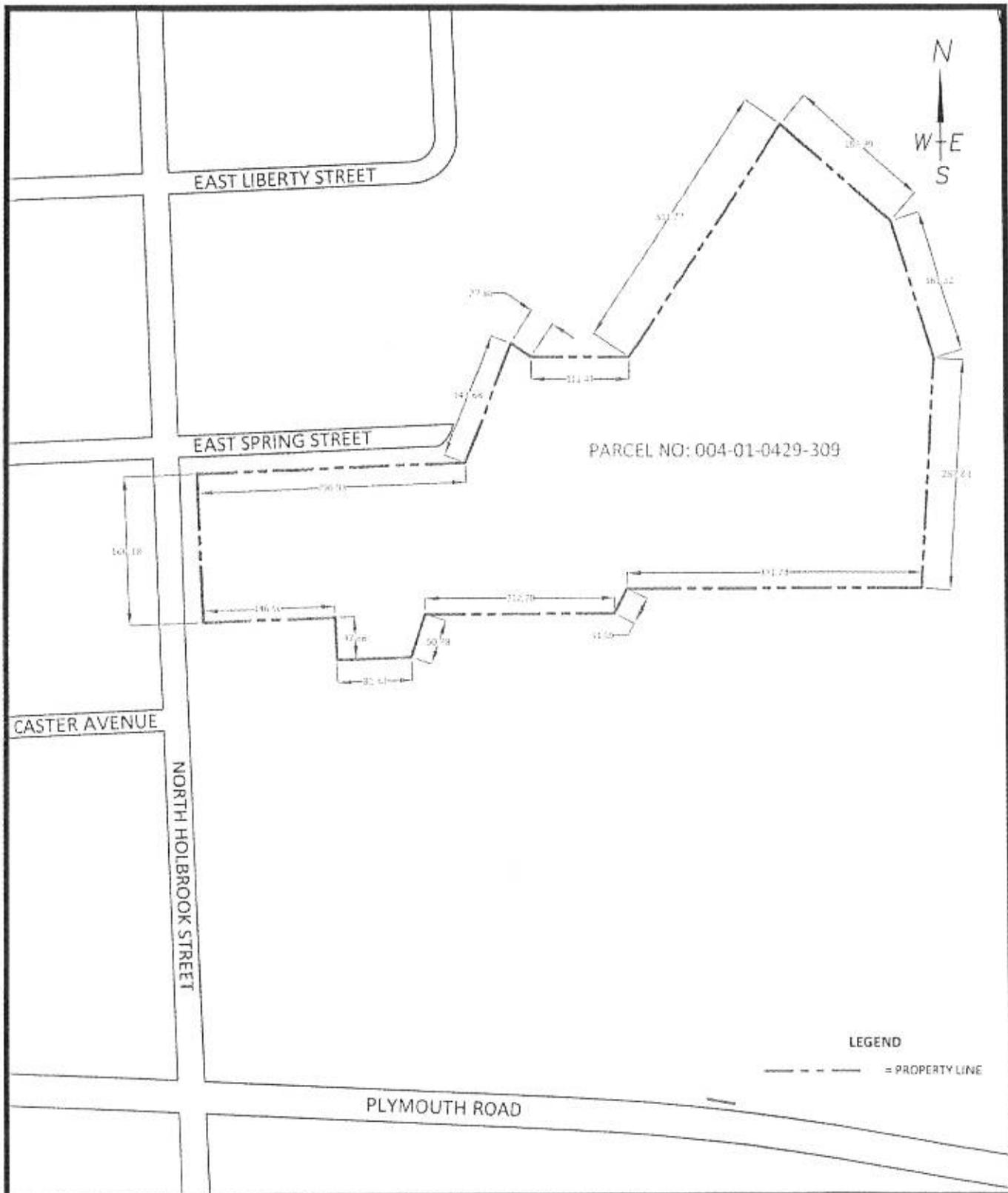
ILLINOIS MICHIGAN OHIO GEORGIA  
 www.aktpeerless.com

SCALED PROPERTY LOCATION MAP

550 NORTH HOLBROOK STREET  
 PLYMOUTH, MICHIGAN  
 PROJECT NUMBER : 93038-2-25

DRAWN BY: DDB  
 DATE: 06/18/2015

FIGURE 1



PARCEL NO: 004-01-0429-309

**LEGEND**

----- = PROPERTY LINE

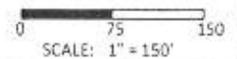
**AKTPEERLESS**

ILLINOIS    MICHIGAN    OHIO    GEORGIA  
www.aktpeerless.com

**ELIGIBLE PROPERTY BOUNDARY MAP**

550 NORTH HOLBROOK STREET  
PLYMOUTH, MICHIGAN  
PROJECT NUMBER : 9303B-2-25

DRAWN BY: DDB  
DATE: 06/18/2015



**FIGURE 2**

**Attachment B**  
**Legal Description(s)**

**550 N HOLBROOK PLYMOUTH, MI 48170** (Property Address)

Parcel Number: 004-01-0429-309



Item 1 of 1 1 Image / 0 Sketches

**Property Owner: PLYMOUTH CANTON SCHOOL**

**Summary Information**

- > Assessed Value: \$0 | Taxable Value: \$0
- > Property Tax Information found
- > 3 Building Department records found across 2 properties

**Owner and Taxpayer Information**

<b>Owner</b>	PLYMOUTH CANTON SCHOOL	<b>Taxpayer</b>	SEE OWNER INFORMATION
	454 S HARVEY		
	PLYMOUTH, MI 48170		

**General Information for Tax Year 2015**

<b>Property Class</b>	RES-REAL	<b>Unit</b>	49 CITY OF PLYMOUTH
<b>School District</b>	PLYMOUTH-CANTON	<b>Assessed Value</b>	\$0
<b>MAP #</b>	Not Available	<b>Taxable Value</b>	\$0
<b>TEMP CODES</b>	Not Available	<b>State Equalized Value</b>	\$0
<b>PROP USE CODES</b>	Not Available	<b>Date of Last Name Change</b>	04/18/2000
<b>CITY AREA</b>	Not Available	<b>Notes</b>	Not Available
<b>Historical District</b>	No	<b>Census Block Group</b>	Not Available
<b>PP STMT STATUS</b>	Not Available		

**Principal Residence Exemption Information**

**Homestead Date** 05/01/1994

Principal Residence Exemption	June 1st	Final
2014	0.0000 %	0.0000 %

**Previous Year Information**

Year	MBOR Assessed	Final SEV	Final Taxable
2014	\$0	\$0	\$0
2013	\$0	\$0	\$0
2012	\$0	\$0	\$0

**Land Information**

<b>Zoning Code</b>	RT-1	<b>Total Acres</b>	5.570
<b>Land Value</b>	\$0	<b>Land Improvements</b>	\$0
<b>Renaissance Zone</b>	No	<b>Renaissance Zone Expiration Date</b>	Not Available
<b>ECF Neighborhood</b>	LOWER TOWN/OLD VILLAGE	<b>Mortgage Code</b>	Not Available
<b>Lot Dimensions/Comments</b>	Not Available	<b>Neighborhood Enterprise Zone</b>	Not Available

Lot(s)	Frontage	Depth
No lots found.		
<b>Total Frontage: 0.00 ft</b>		<b>Average Depth: 0.00 ft</b>

**Legal Description**

26A429A3 B2 435R 437,438 A LOT 436 EXC W 146.50 FT THEREOF ALSO LOT 437 ALSO LOT 438 EXC SE TRI PT THEREOF MEAS 47.54 FT ON ELY LINE OF LOT 438 AND 206.91 FT ALONG SLY LINE OF LOT 438 ALSO PT OF LOT 429 DESC AS BEG N 87D 31M 50S F 8.01 FT AND S 48D 52M 55S E 111.11 FT FROM NE COR OF LOT 445 TH S 48D 52M 55S E 163.99 FT TH S 17D 19M 35S E 161.22 FT TH S 03D 30M 50S W 257.81 FT TH DUE W 331.73 FT TH N 12D 54M E 49.27 FT TH NWLY ALONG A CURVE CONC TO SW RAD 172.03 FT ARC 209.72 FT CH N 22D 01M 35S W 196.97 FT TH N S6D 57M W 53.39 FT TH S 89D 43M 40S E 111.44 FT TH N 33.31M 05S E 311.77 FT TO POB S 57AC ASSESSORS PLYMOUTH PLAT NO 15 T1S R8E L66 P8L WCR

## Land Division Act Information

<b>Date of Last Split/Combine</b>	<i>Not Available</i>	<b>Number of Splits Left</b>	<i>Not Available</i>
<b>Date Form Filed</b>	<i>Not Available</i>	<b>Unallocated Div.s of Parent</b>	0
<b>Date Created</b>	<i>Not Available</i>	<b>Unallocated Div.s Transferred</b>	0
<b>Acreage of Parent</b>	0.00	<b>Rights Were Transferred</b>	<i>Not Available</i>
<b>Split Number</b>	0	<b>Courtesy Split</b>	<i>Not Available</i>
<b>Parent Parcel</b>	<i>Not Available</i>		

## Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
No sales history found.						

**\*\*Disclaimer:** BS&A Software provides AccessMyGov.com as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

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## Attachment C

### Tables

**Table 1. Eligible Activities**

Starkweather School  
550 N Holbrook Street  
Plymouth, MI  
AKT Peerless Project No. 9303B  
As of January 22, 2016

ELIGIBLE ACTIVITIES COST SUMMARY	
	Estimated Cost of Eligible Activity
BEA Activities	\$ 23,000
<b>TOTAL ENVIRONMENTAL ELIGIBLE ACTIVITIES</b>	<b>\$ 23,000</b>
Demolition	\$ 690,000
Lead and Asbestos Activities	\$ 190,000
<b>TOTAL NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES</b>	<b>\$ 880,000</b>
	<b>\$ 903,000</b>
15% Contingency on Eligible Activities	\$ 132,000
Brownfield Plan	\$ 10,000
<b>Subtotal</b>	<b>\$ 1,045,000</b>
Interest (2.5%, simple)	\$ 26,125
<b>Subtotal</b>	<b>\$ 1,071,125</b>
BRA Administration Fee	\$ 164,846
Local Site Remediation Revolving Fund (LSRRF)	\$ 412,492
<b>Total</b>	<b>\$ 1,648,463</b>

**Table 2. Tax Increment Revenue Estimates**  
 Starkweather School  
 550 N Halbrook Street  
 Plymouth, MI  
 ACT Peerless Project No. 93208  
 As of January 22, 2016

Estimated TV Increase due: LO1																
Plan Year	Calendar Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
		2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Initial Taxable Value	\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Estimated New TV	\$	200,000	3,922,500	3,961,725	4,001,242	4,041,356	4,081,709	4,122,587	4,163,813	4,205,451	4,247,505	4,289,980	4,332,880	4,376,209	4,419,971	4,464,171
New TV (Percentile)	\$	3,450,000	1,484,200	1,210,145	7,734,126	1,310,064	3,623,485	3,662,240	3,698,367	3,732,316	3,771,114	3,810,346	3,849,026	3,887,144	3,924,702	3,961,702
Incremental Difference (New TV - Initial TV)	\$	200,000	3,922,500	3,961,725	4,001,242	4,041,356	4,081,709	4,122,587	4,163,813	4,205,451	4,247,505	4,289,980	4,332,880	4,376,209	4,419,971	4,464,171
<b>Property Use Categories</b>																
IML	0.9382	Initial \$	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Incremental \$	188	3,680	3,716	3,755	3,793	3,831	3,870	3,909	3,947	3,986	4,025	4,070	4,111	4,152
HCNR	0.2145	Initial \$	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Incremental \$	41	852	850	850	868	876	885	894	903	912	922	931	940	950
PARKS	0.2453	Initial \$	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Incremental \$	49	965	976	984	994	1,004	1,014	1,025	1,035	1,046	1,056	1,067	1,078	1,089
LIBRARY	1.1057	Initial \$	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Incremental \$	293	5,760	5,808	5,867	5,926	5,985	6,044	6,103	6,162	6,221	6,280	6,358	6,422	6,487
CITY OPERATING	11.3129	Initial \$	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Incremental \$	2,203	44,383	44,812	45,284	45,742	46,204	46,671	47,142	47,618	48,092	48,585	49,076	49,572	50,072
CITY - REUSE	1.9202	Initial \$	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Incremental \$	384	7,533	7,609	7,686	7,763	7,842	7,921	8,001	8,082	8,163	8,246	8,329	8,412	8,498
SEC	1.7562	Initial \$	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Incremental \$	359	7,049	7,120	7,192	7,265	7,338	7,412	7,487	7,563	7,639	7,716	7,794	7,871	7,952
RESA	1.4244	Initial \$	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Incremental \$	693	13,581	13,720	13,867	14,007	14,149	14,292	14,436	14,582	14,728	14,878	15,028	15,180	15,334
COUNTY OPERATING	6.6382	Initial \$	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Incremental \$	1,328	26,047	26,306	26,572	26,840	27,111	27,385	27,662	27,941	28,223	28,508	28,796	29,087	29,381
<b>Local Total</b>	<b>27.9388</b>															
<b>Other Property Use Categories</b>																
ZOO	0.1000	New TV \$	20	392	396	400	404	408	412	416	421	425	429	433	438	442
SW	0.2000	New TV \$	40	785	792	800	808	816	825	833	841	850	858	867	875	884
SCHSOL - DEBT	4.1000	New TV \$	820	16,082	16,348	16,496	16,670	16,735	16,803	17,072	17,242	17,415	17,589	17,765	17,942	18,122
<b>Total Non-Capturable Taxes</b>	<b>6.4000</b>															

**Table 3. Reimbursement Allocation Schedule**

Starkweather School  
550 N Holbrook Street  
Plymouth, MI  
AKT Peerless Project No. 9303B  
As of January 22, 2016

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	0.0%	\$ -	\$ -	\$ -
Local	100.0%	\$ -	\$ 2,071,125	\$ 2,071,125
<b>TOTAL</b>		\$ -	\$ 2,071,125	\$ 2,071,125

Estimated Total Years  
of Plan: 15

Estimated Capture  
Administrative Fees \$ 164,246  
LRRF \$ 412,492

	Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Total Local Commercial Revenue	\$ 5,600	\$ 109,326	\$ 110,346	\$ 112,046	\$ 113,298	\$ 114,342	\$ 115,497	\$ 116,963	\$ 117,842	\$ 119,032	\$ 120,234	\$ 121,649	\$ 122,675	\$ 123,515	\$ 125,167		
SEA Administrative Fee	\$ 560	\$ 10,964	\$ 11,095	\$ 11,207	\$ 11,320	\$ 11,434	\$ 11,550	\$ 11,666	\$ 11,784	\$ 11,903	\$ 12,023	\$ 12,145	\$ 12,268	\$ 12,391	\$ 12,517		
Local TIR Available for Reimbursement	\$ 5,040	\$ 98,362	\$ 99,251	\$ 100,840	\$ 101,978	\$ 102,908	\$ 103,947	\$ 104,297	\$ 105,058	\$ 105,129	\$ 105,211	\$ 105,304	\$ 105,408	\$ 105,523	\$ 105,650		
<b>DEVELOPER</b>																	
DEVELOPER Reimbursement Balance	\$ 2,071,125	\$ 1,046,095	\$ 967,333	\$ 867,381	\$ 746,522	\$ 614,642	\$ 472,726	\$ 321,789	\$ 161,792	\$ 26,734	\$ 289,609	\$ 41,844	\$ 70	\$ 99	\$ 10		
LOCAL-ONLY Reimbursement Balance	\$ 2,071,125	\$ 1,065,043	\$ 967,233	\$ 867,381	\$ 746,522	\$ 614,642	\$ 472,726	\$ 321,789	\$ 161,792	\$ 26,734	\$ 289,609	\$ 41,844	\$ 70	\$ 99	\$ 10		
Single Activities Reimbursement	\$ 1,045,000	\$ 5,240	\$ 18,853	\$ 99,851	\$ 100,850	\$ 101,879	\$ 102,908	\$ 103,947	\$ 104,597	\$ 105,058	\$ 105,129	\$ 105,211	\$ 105,269	\$ -	\$ -		
Interest Reimbursement	\$ 26,125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,125	\$ -	\$ -		
<b>Total Local-Only TIR Reimbursement</b>	\$ 5,040	\$ 98,362	\$ 99,251	\$ 100,840	\$ 101,978	\$ 102,908	\$ 103,947	\$ 104,297	\$ 105,058	\$ 105,129	\$ 105,211	\$ 105,304	\$ 105,408	\$ 105,523	\$ 105,650		
<b>LOCAL DEVELOPER CUMULATIVE CAPTURE</b>	\$ 2,071,125	\$ 1,046,095	\$ 967,333	\$ 867,381	\$ 746,522	\$ 614,642	\$ 472,726	\$ 321,789	\$ 161,792	\$ 26,734	\$ 289,609	\$ 41,844	\$ 70	\$ 99	\$ 10		
<b>LOCAL SITE REMEDIATION FUND</b>																	
SRMF Deposits	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0		
STATE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
LOCAL	no maximum	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,910	\$ 110,408	\$ 111,523	\$ 112,650

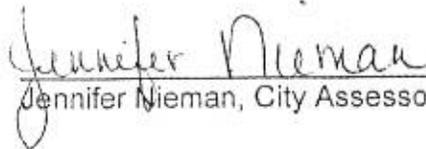
**Attachment D**

**Affidavit of City of City of Plymouth Assessor**

AFFIDAVIT OF CITY OF CITY OF PLYMOUTH ASSESSOR

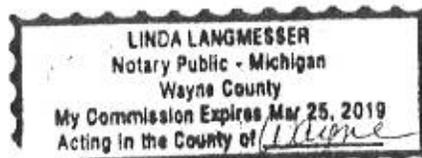
I, Jennifer Nieman, being duly sworn, states that if called upon will testify to the following facts:

1. I am employed by the City of Plymouth in the Management Services Department as the City Assessor.
2. I am a certified Michigan Advanced Assessing Officer (3).
3. I am familiar with the property located at 550 N Holbrook, in the City of Plymouth
4. This affidavit is given in accordance with MCL 125.2663(1) (h) and is made to confirm this property qualifies as 'Functionally Obsolete Property' as that term is defined under MCL 125.2652(r). The following facts, without limitation, form the basis for my expert opinion:
5. The property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or super adequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.

  
Jennifer Nieman, City Assessor

Subscribed and sworn to before me by Jennifer Nieman on August 18, 2015.

  
Linda Langmesser, Notary Public  
Wayne County, Michigan  
Commission Expires:  
Acting in Wayne County



Prepared by:  
Jennifer Nieman (R-7929)  
City Assessor  
201 S Main  
Plymouth, Michigan 48170  
(734) 453-1234 ext 252

## **DRAFT BRA MEETING MINUTES FEBRUARY 10, 2016**

City of Plymouth  
Brownfield Redevelopment Authority  
Meeting Minutes  
Wednesday, February 10, 2016  
City Commission Conference Room

*S:\MANAGER\Sincock Files\Brownfield Board\Meeting Minutes - 02-10-16 - WORD ONLY.docx*

**CALL TO ORDER:** Chairperson Colleen Pobur called the meeting to order at 8:32 a.m.

**PRESENT:** Colleen Pobur, Paul Sincock, Evan Matthew Chall, Dan Dalton, Jennifer Kehoe and Scott Silvers.

**OTHERS PRESENT:** City Finance Director Mark Christiansen and City Resident Michael Vaz as well as representatives of the Starkweather School Development.

**APPROVAL OF MEETING MINUTES:** It was moved by Member Sincock and seconded by Member Dalton to approve the Meeting Minutes of May 27, 2015 as presented.

**MOTION PASSED 6 - 0**

**PROPOSED STARKWEATHER SCHOOL BROWNFIELD PLAN** – The plan is to turn the old abandoned school, which is functionally obsolete into 24 apartments. The plan calls for the reimbursement of \$1,648,463. This is a 15 year Plan for Reimbursement. It was moved by Member Sincock and seconded by Member Dalton:

# DRAFT BRA MEETING MINUTES FEBRUARY 10, 2016

## RESOLUTION Brownfield Plan Starkweather School Site, Plymouth, Michigan

At a regular meeting of the City of Plymouth Brownfield Redevelopment Authority, held at the Plymouth City Hall, 201 South main Street, Plymouth, Wayne County, Michigan on February 10, 2016, at 8:30 AM, the following resolution was offered by

Authority Member     SINCOCK     and supported by  
Authority Member     DALTON    

**Whereas**, The Michigan Brownfield Redevelopment Financing Act, Act 381, P.A. 1996 as amended, authorizes municipalities to create a brownfield redevelopment authority to promote the revitalization, redevelopment, and reuse of contaminated, blighted, functionally obsolete, or historic property through tax increment financing of eligible activities approved in a Brownfield Plan; and

**Whereas**, the City Commission of the City of Plymouth (the "City") established the City of Plymouth Brownfield Redevelopment Authority (BRA) under the procedures under Act 381 to facilitate the cleanup and redevelopment of Brownfields within the City of Plymouth; and,

**Whereas**, an Act 381 Work Plan has been prepared and submitted for the Starkweather School Site Facility that describes the qualifications, costs, impacts, and incentives for the project developed by Curtis-Plymouth LLC in collaboration with the City of Plymouth for reimbursement from Brownfield Tax Increment Financing revenues with the adoption of the Brownfield/Act 381 Work Plan; and

**Whereas**, the City of Plymouth Brownfield Redevelopment Authority has reviewed the Brownfield/Act 381 Work Plan and finds that it meets the requirements of Act 381 and constitutes a public purpose of increased private investment and economic development, and increased property tax value; and

**Whereas**, a public hearing on the Brownfield Plan is anticipated to be held on the regular meeting of the City of Plymouth City Commission on March 7, 2016 and notice of the public hearing and notice to taxing jurisdictions will provided in compliance with the requirements of Act 381;

**Now, Therefore, be it Resolved** that the City of Plymouth Brownfield Redevelopment Authority hereby approves the Brownfield/Act 381 Work Plan for the Starkweather School Site and recommends approval by the City of Plymouth City Commission; and

**DRAFT BRA MEETING MINUTES FEBRUARY 10, 2016**

**Be it Further Resolved** that should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof, other than the part so declared to be invalid; and,

**Be it Further Resolved** that any prior resolution, or any part thereof, in conflict with any of the provisions of this Resolution are hereby repealed.

AYES: *Pobur, SINCOLK, E. Matthew Chall, Dalton, Kehoe, Silvens*

NAYES: —

ABSTAINED: —

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN        )

)ss.

COUNTY OF WAYNE        )

I, the undersigned, the duly qualified and acting Clerk of the City of Plymouth, County of Wayne, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Plymouth at a regular meeting held on the 7th day of March, 2016, the original of which resolution is on file in my office.

IT WITNESS WHEREOF, I have here unto set my official signature, this 7th day of March, 2016.

\_\_\_\_\_  
Linda J. Langmesser  
CITY CLERK

City of Plymouth, Michigan

## DRAFT BRA MEETING MINUTES FEBRUARY 10, 2016

**PROPOSED STARKWEATHER SCHOOL REIMBURSEMENT AGREEMENT:** Based on the adoption of the Brownfield Plan there is a need to adopt a Reimbursement Agreement in order to allow the Developer to be reimbursed for authorized expenses. Without the agreement there can be no payments to the Developer. The following Resolution was offered by Member Sincock and seconded by Member Silvers:

WHEREAS The City of Plymouth Brownfield Redevelopment Authority Board has reviewed The proposed Starkweather School Site Brownfield Plan at a meeting held on February 10, 2016, and

WHEREAS The City of Plymouth Brownfield Redevelopment Board has accepted the Starkweather School Site Brownfield Plan and recommended to the City Commission that the Plan be adopted after the conduct of a public hearing Before the City Commission, and

WHEREAS The Office of the City Attorney of the City of Plymouth has reviewed and Accepted the language of the attached Reimbursement Agreement for the Starkweather School Site Brownfield Plan as being consistent with the Requirements of Act 381 of 1996.

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth Brownfield Redevelopment Authority hereby conditionally approves the Brownfield Reimbursement Agreement for the Starkweather School Site pending adoption of the Starkweather School Brownfield Plan by the City Commission.

**DRAFT BRA MEETING MINUTES FEBRUARY 10, 2016**

**RESOLUTION  
Reimbursement Agreement  
Starkweather School Site, Plymouth, Michigan**

At a regular meeting of the City of Plymouth Brownfield Redevelopment Authority, held at the Plymouth City Hall, 201 South main Street, Plymouth, Wayne County, Michigan on February 10, 2016, at 8:30 AM, the following resolution was offered by

Authority Member \_\_\_\_\_ and supported by  
Authority Member \_\_\_\_\_.

**Whereas,** The City of Plymouth Brownfield Redevelopment Authority Board has reviewed the proposed Starkweather School Site Brownfield Plan at a regular meeting held on February 10, 2016, and; and

**Whereas,** the City of Plymouth Brownfield Redevelopment Board has accepted the Starkweather School Site Brownfield Plan and recommended to the City Commission that the Plan be adopted after the conduct of a public hearing before the City Commission at a meeting to be held on March 7, 2016, and

**Whereas,** the Office of the City Attorney of the City of Plymouth has reviewed and accepted the language of the attached Reimbursement Agreement for the Starkweather School Site Brownfield Plan as being consistent with the requirements of Act 381 of 1996.

**Now, Therefore, be it Resolved** that the City of Plymouth Brownfield Redevelopment Authority hereby conditionally approves the Brownfield Reimbursement Agreement for the Starkweather School Site pending adoption of the Starkweather School Brownfield Plan by the Plymouth City Commission at their meeting to be held on March 7, 2016.

AYES:

NAYES:

ABSTAINED:

RESOLUTION \_\_\_\_\_ ADOPTED.

**ACTION TABLED**

## **DRAFT BRA MEETING MINUTES FEBRUARY 10, 2016**

During discussion of the Motion related to the Reimbursement Agreement the Developer on behalf of Curtis – Plymouth, LLC indicated that he wanted more time to review the documents that the City Attorney had reviewed related to the reimbursement. Member Sincock indicated that since the Developer wanted more time to review the agreement he moved to TABLE THE ACTION ON THIS ITEM TO A FUTURE MEETING. The MOTION TO TABLE was seconded by Member Silvers. Chairperson Pobur indicated that there is no discussion on a tabling motion.

**TO TABLE ACTION THE REIMBURSEMENT AGREEMENT  
PASSED 6 – 0**

**BROWNFIELD REDEVELOPMENT AUTHORITY BUDGET** – City Finance Director Mark Christiansen presented the Board with a copy of the proposed budget for Fiscal Year 16 – 17 along with some other financial information. There was no action on this matter at this time.

**ADJOURNMENT:** There being no further business to come before the Board it was moved by Member Bila and seconded by Member Dalton to adjourn the meeting of the Brownfield Board.

MOTION PASSED 6 – 0

Respectfully Submitted,

Paul J. Sincock  
Secretary  
Brownfield Redevelopment Authority

Sample Resolution

The following resolution was offered by Commissioner \_\_\_\_\_ and seconded by Commissioner \_\_\_\_\_

*WHEREAS The City of Plymouth Planning Commission has approved a final Planned Unit Development Plan for the property at 550 N. Holbrook consisting of redeveloping the school building into 24 apartments, and*

*WHEREAS The property located at 550 N. Holbrook, commonly referred to as Starkweather School, has been deemed functionally obsolete by the City of Plymouth Assessor, and*

*WHEREAS The developer of the property, Curtis Plymouth LLC, in conjunction with AKT Peerless has presented a Brownfield Plan that meets all the criteria of Act 381, and*

*WHEREAS The City Attorney's office and the Brownfield Redevelopment Authority Board have reviewed and approved the Brownfield Plan for the Starkweather School Site, and*

*WHEREAS The Brownfield Redevelopment Authority Board recommended at their February 10, 2016 meeting that the City Commission review and approve the Brownfield Plan for the Starkweather School site,*

*NOW THEREFORE IT BE RESOLVED that the City of Plymouth City Commission have reviewed and do approve the attached Brownfield Plan for the Starkweather School Site located at 550 N. Holbrook in Plymouth, MI*

**CITY OF PLYMOUTH**  
**201 S. MAIN**  
**PLYMOUTH, MI 48170**  
**[www.ci.plymouth.mi.us](http://www.ci.plymouth.mi.us)**

## **ADMINISTRATIVE RECOMMENDATION**

**To:** Mayor & City Commission  
**From:** Paul J. Sincock – City Manager  
**CC:** S:\MANAGER\Sincock Files\Memorandum - Removal of DTE Street Lights on Starkweather 03-21-16.doc  
**Date:** 3/8/2016  
**Re:** Removal of redundant DTE Street Lights

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### **BACKGROUND:**

The City Commission is aware that the City installed new LED streetlights to replace the old and faded decorative lights in the Old Village Area. As you are aware the old lights were at the end of their scheduled life and were due for a total replacement. The City moved forward and replaced the High Pressure Sodium lights with the new LED lights. While the new lights are white and the old lights were brown or golden, the lighting level along Starkweather has increased to a point where the redundant overhead street lights can be removed. The switch to the LED lights is resulting in a cost savings of about \$300 per month and DTE estimates that the removal of 28 redundant overhead street lights will result in another savings of about \$630 per month.

The removal of the redundant overhead street lights will have a cost of \$15,128 that will be paid directly to DTE Energy. This will cover their costs related to the removal of the lights, extra poles and wiring. This removal will also eliminate some of the overhead wiring across Starkweather Street that goes from pole to pole.

Funding for this authorization would be covered by the Public Improvement Fund and not the General Fund. In order to use the Public Improvement Fund we must have a Super Majority Vote of the City Commission. A total of five votes are needed to authorize this project from the Public Improvement Fund.

We have attached a memorandum from Chris Porman which further outlines the project.

### **RECOMMENDATION:**

The City Administration recommends that the City Commission authorize the removal of the redundant overhead street lighting along Starkweather Street with funding coming from the Public Improvement Fund. The removal of the street lights is anticipated to give us an immediate \$630 a month reduction in our General Fund costs of overhead street lighting. In addition, we are saving approximately \$300 per month by using the new LED lights.

We have attached a proposed Resolution for the City Commission to consider regarding this matter.



## Department of Municipal Services

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

Date: March 2, 2016  
To: Paul Sincock, City Manager  
From: Chris Porman, Director – Department of Municipal Services  
Adam Gerlach, Special Projects Coordinator  
Re: DTE Lighting Removal – Old Village Area

### Background

The City has recently completed the conversions of our Old Village area decorative street lighting from High Pressure Sodium to LED. The LED lighting has resulted in significant improvements to the light levels on the streets, parking lots and alleyways where the decorative lights are located. In addition, we are seeing cost savings in our energy bills related to the LED conversion. Since the conversion process began in September 2015; we have not had an entire year to fully evaluate our savings. The comparable months we have experienced thus far have indicated a savings of approximately 50%, or approximately \$300 per month over the last three months.

Due to the tremendous improvement in the light level, we now have the opportunity to remove the redundant DTE overhead lighting and further increase our cost savings. Over the last couple of months, we have been working with a representative from DTE Energy Community Lighting to determine the cost of removing the overhead DTE lighting. Please note that this will not remove all of the current DTE overhead lighting, but will remove the overhead lights in those areas that are lit by the Old Village decorative lighting system.

DTE Energy has put together a proposal to remove 28 overhead lights, 16 wood poles and associated wire. The total proposed cost is \$15,128.00 which includes all associated labor and equipment to permanently remove the DTE owned equipment. The proposal and associated map is attached for reference. Following the removal of the 28 DTE overhead lights, it is estimated we will be saving approximately \$630.00 per month. The savings come in the General Fund Street Lighting account.

### Recommendation

It is our recommendation that the City Commission approve the proposal for DTE Energy to permanently remove street lighting equipment in the amount of \$15,128.00. This proposal will be paid for from the Public Improvement Fund.

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

## **DTE Energy**



**Detroit Edison  
Community Lighting  
8001 Haggerty  
Belleville, MI 48111**

February 8, 2016

City of Plymouth

Attn: Chris Porman

Re: OH Removal along Starkweather

Dear Mr. Porman,

Pursuant to providing the relocation of equipment at the above location, it is necessary to complete both of the enclosed agreements and return to:

Detroit Edison Company  
Community Lighting  
8001 Haggerty  
Belleville, MI 48111  
Attn: Charlotte O'Dea

The price quoted herein shall be in effect for the period of six months from the date hereof. If you have any questions or if we may be of service in any way, please contact me at telephone number (734) 397-4307.

Sincerely,

A handwritten signature in cursive script that reads "Charlotte O'Dea".

Charlotte O'Dea  
Service Planner

W.O. #44253076  
February 8, 2016

**Permanent Removal  
Billing Agreement**

I/We, the undersigned, hereby agree to reimburse The Detroit Edison Company the sum of **\$15,128.00**. This reimbursement will be made prior to the actual start of construction.

In return for the above, The Detroit Edison Company agrees to remove street lighting equipment at, **Starkweather**.

I/We, the undersigned, also agree that the specific object of the above requested work is to relocate one Street light, as shown on Attachment "B".

Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

Please sign and return both agreements with payment. You will be mailed an original after a supervisor counter-signs the document.

Accepted:

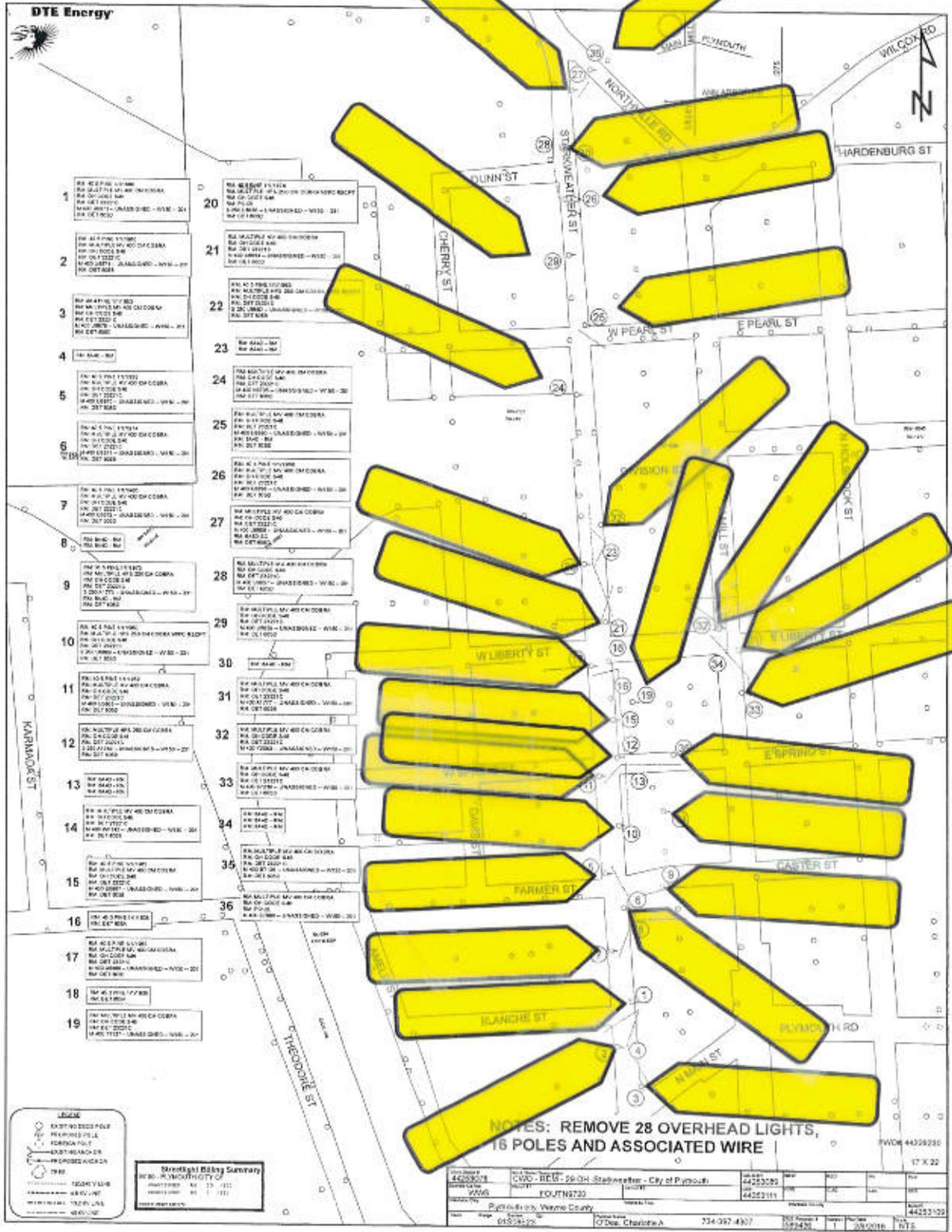
By \_\_\_\_\_

Name \_\_\_\_\_  
(Print Name)

Accepted:

By \_\_\_\_\_

Name \_\_\_\_\_  
(Print Name)



**DTE Energy**

- 1. [Utility Pole Details]
- 2. [Utility Pole Details]
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- 35. [Utility Pole Details]
- 36. [Utility Pole Details]

**NOTES: REMOVE 28 OVERHEAD LIGHTS, 16 POLES AND ASSOCIATED WIRE**

**LEGEND**

- EXISTING POLES
- NEW POLES
- EXISTING WIRES
- NEW WIRES

**Streetlight Billing Summary**  
 01/25/2022 04:25:22  
 01/25/2022 04:25:22

Project No:	4425309	Client:	CWD - REIT - 29-04 Stalweiler - City of Plymouth	Project Name:	FOUNTAIN RD
Location:	PLYMOUTH, Wayne County	Project No.:	4425309	Project Name:	FOUNTAIN RD
Date:	01/25/22	Project No.:	4425309	Project Name:	FOUNTAIN RD
Project No.:	4425309	Project No.:	4425309	Project Name:	FOUNTAIN RD

## RESOLUTION

The following Resolution was offered by Comm. \_\_\_\_\_ and seconded by Comm. \_\_\_\_\_.

WHEREAS The City of Plymouth has public street lighting for the safety and welfare for the Residents and visitors to the City, and

WHEREAS Recently, the City replaced the old and worn decorative street light heads along Starkweather Street with new LED energy saving light fixtures, and

WHEREAS The new energy saving light fixtures improved the street lighting along this street Enough to allow the City to contract to remove the now redundant overhead Street lights owned and maintained by DTE Energy.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a contract between the City and DTE Energy to remove 28 overhead street lights, sixteen light poles and the associated wire for this project. The cost of \$15,128 for this removal project is authorized from the Public Improvement Fund.

**CITY OF PLYMOUTH**  
**201 S. MAIN**  
**PLYMOUTH, MI 48170**  
[www.ci.plymouth.mi.us](http://www.ci.plymouth.mi.us)

## ADMINISTRATIVE RECOMMENDATION

**To:** Mayor & City Commission  
**From:** Paul J. Sincock – City Manager  
**CC:** S:\MANAGER\Sincock Files\Memorandum - Police Car Purchase 03-21-16.doc  
**Date:** 3/7/2016  
**Re:** Purchase of Police Car - 2016

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### BACKGROUND:

Each year we review the need for replacement of vehicles in our police fleet and the budget plan for this fiscal year is to purchase two new patrol vehicles. However, since the Tahoe Police Vehicles are much more durable, we are using them for a longer period of time. We would only recommend purchasing one unit in this fiscal year. Since we have to order the vehicle and then transfer the police radios, computers, video and other police equipment it is appropriate to order the vehicle now for in service date of approximately mid to late summer.

Our experience with the Chevy Tahoe is that the Tahoe has thus far had significantly lower operational costs than the old Ford Crown Victoria. The maintenance on the Tahoe Police vehicles has been very noticeably less than on our other vehicles, which has resulted in significantly less "down time" than we have experienced in the past. Our mechanic also finds the Tahoe much easier to work on mainly because there is actually room under the hood. From a gas mileage stand point the two types of vehicles are about the same due to the nature of the type of service that they are used in.

The State or County bid pricing for the Chevrolet Tahoe Police Edition is available to us through dealers located in Lansing and in Midland. We asked if our local dealer could match the State/County pricing. Lou LaRiche Chevrolet has indicated that through GM Fleet Government discounts available to the dealer they can match the bid pricing. So, it seems logical that we would purchase the vehicles locally, rather than going to another community to pick them up since the pricing is the same. Our thought is that since all of the warranty work is going to be handled locally, we should purchase locally as long as we can obtain the same pricing. We have used this method of purchasing vehicles locally in the past.

We have budgeted a total of \$75,000 for the purchase of two new police vehicles in the current fiscal year, but we are only planning on purchasing one. This item is covered on page 120 of your budget book and we have attached that page here as a reference. The State Bid Price for the vehicles built in accordance with our needs is \$34,470.28. We will have some additional expenses for decal work, equipment transfer and other related expenses. Using the State Bid Pricing from Lou LaRiche we will be under budget for this purchase.

**RECOMMENDATION:**

The City Administration recommends that the City Commission authorize the purchase of one new Police Patrol Vehicle under GM Fleet Bid Assist pricing matching the State of Michigan Purchasing Plan in the amount of \$34,470.28. Funding for this purchase should be authorized from the Equipment Fund 661-000-141.000 and is found on page 120 of your budget. We further recommend that we authorize the purchase from Lou LaRiche Chevrolet.

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

Capital Item	Req By	Account #	R	Est Life	Dept Priority	Method of Funding		Dept Req Est Cost	Manager Revisions	Budgeted Cost
						Approp	Act 99			
			N				Bonds			
Capitalized Interest	MSD	475-290	R	20	1		X	147,370		147,370
Major Street Engineering	MSD	475-484	R	20	1		X	146,600		146,600
Major Street Construction	MSD	475-484	R	20	1		X	735,000		735,000
Local Street Engineering	MSD	475-485	R	20	1		X	16,290		16,290
Local Street Construction	MSD	475-485	R	20	1		X	81,440		81,440
<b>STREET CONSTRUCTION FUNDS TOTAL</b>								<b>3,114,614</b>		<b>3,114,614</b>
<b>WATER &amp; SEWER FUND</b>										
Water Utility Engineering	MSD	475-588	R	50	1		X	20,000		20,000
Water Utility Construction	MSD	475-588	R	50	1		X	100,640		100,640
Sewer Utility Engineering	MSD	475-589	R	50	1		X	5,000		5,000
Sewer Utility Construction	MSD	475-589	R	50	1		X	25,160		25,160
Water Utility Engineering	MSD	560-588	R	50	1		X	-		-
Water Utility Construction	MSD	560-588	R	50	1		X	-		-
Sewer Utility Engineering	MSD	560-589	R	50	1		X	-		-
Sewer Utility Construction	MSD	560-589	R	50	1		X	-		-
Utility Road Patching & Repair	MSD	592-000	R	8	1		X	50,000		50,000
Barricades	MSD	592-000	R,N	4	2		X	5,000		5,000
<b>WATER / SEWER FUND TOTAL</b>								<b>205,800</b>		<b>205,800</b>
<b>EQUIPMENT FUND</b>										
Network Upgrades and Workstation Upgrades / Replacements	MIS	661-000	R	5	1		X	15,000		15,000
Computer Workstations (3)	POL	661-000	R	5	1		X	1,200		1,200
Police Cars (2)	POL	661-000	R	5	1		X	75,000		75,000
Fire Department Pumps (2) - Act 99 Lease Purchase	FIRE	661-000	N	30	1		X	131,030		131,030
Zamboni	MSD	661-000	R	8	2		X	75,000	(75,000)	-
Tarco Vac Leaf Cleaner - Unit 147	MSD	661-000	R	10	2		X	30,000	(30,000)	-
Chippes - Units 146/149	MSD	661-000	R	10	2		X	28,000		28,000
Arrow / Message Board	MSD	661-000	R	10	3		X	9,000	(9,000)	-
<b>EQUIPMENT FUND TOTAL</b>								<b>364,230</b>	<b>(114,000)</b>	<b>250,230</b>

## RESOLUTION

The following Resolution was offered by Comm. \_\_\_\_\_ and seconded by Comm. \_\_\_\_\_.

WHEREAS The City of Plymouth operates a vehicle fleet to help protect the Public health, safety and welfare, and

WHEREAS From time to time vehicles in the fleet need replacing and the City Administration is recommending the replacement of a Police Vehicle, and

WHEREAS The City has the option of using Fleet Discount Pricing Programs to obtain group volume discount pricing for The new vehicles, and Lou LaRiche Chevrolet has met the Fleet pricing program.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of one (1) new 2016 Chevrolet Police Special Service vehicle matching the Cooperative Fleet Purchasing Pricing Plan. The Vehicle is authorized to be purchased from Lou LaRiche Chevrolet in Plymouth in the amount of \$34,470.28 and the expenditure is authorized from Fiscal Year 2015 - 16 account 661-000-141.000.

**CITY OF PLYMOUTH**  
**201 S. MAIN**  
**PLYMOUTH, MI 48170**  
**[www.ci.plymouth.mi.us](http://www.ci.plymouth.mi.us)**

## **ADMINISTRATIVE RECOMMENDATION**

**To:** Mayor & City Commission  
**From:** Paul J. Sincock – City Manager  
**CC:** S:\MANAGER\Sincock Files\Memorandum - Purchase of Radios PD - 03-21-16.doc  
**Date:** 3/17/2016  
**Re:** Purchase of Police Radios

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### **BACKGROUND:**

The City of Plymouth needs to begin a phased replacement of in-car radios for the Police Department. The new radios are replacing radios that were purchased in 1999 and are now beginning to show end of service life issues.

The City Commission has budgeted \$9,000 for the replacement of radios in the current 15 - 16 fiscal year. This is shown on page 117 of the current budget, which we have attached for your reference. Director of Public Safety Al Cox has recommended purchasing a total of three in car radios at a cost of \$6,039.00 under the State of Michigan Purchasing Plan.

Again, this will begin the phased or multi-year purchase of the in-car radios. This is a similar program that we did with the portable radios for the Police Department. We have attached a memorandum from Director Cox, which outlines the radio purchases further.

### **RECOMMENDATION:**

The City Administration recommends that the City Commission authorize the purchase of three Tait TM9155 700/800 Mhz radios and accessories in the amount of \$6,039.00. Funding for this purchase should be authorized by the Capital Outlay Budget.

We have prepared a Resolution for the City Commission to consider regarding this matter. Should you have any questions in advance of the meeting please feel free to contact either Al Cox or myself.

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## PLYMOUTH POLICE DEPARTMENT MEMORANDUM

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**TO:** PAUL SINCOCK, CITY MANAGER

**FROM:** A.L. COX, DIRECTOR OF PUBLIC SAFETY *A.L. Cox*

**SUBJECT:** REPLACEMENT OF MOBILE POLICE RADIOS

**DATE:** 3/10/2016

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In 1999, just prior to the Dispatch merger between the City of Plymouth and Plymouth Township, new mobile police radios were purchased by the City. The radios were purchased to ensure compatibility with the Township radio system at the time, as well as to provide the ability to upgrade to the 800 MHz Michigan Public Safety Communications System (MPSCS) in approximately 2005.

The radios purchased in 1999 were the Motorola ASTRO Digital Spectra W5 model. These radios have operated effectively over the years and have served our needs well. Over the last few years however, we have begun to experience multiple problems indicating end of life issues.

Replacing radios is a timely process of purchase, template creation, and template programming before they can be brought onto the MPSCS. It can take anywhere from a few weeks to a few months to put radios on the street from the time of purchase. For this reason, it is important to be proactive in replacement, rather than reacting to radios beginning to fail at the most inopportune time. Due to the expensive nature of radio replacement, our process has been incremental. We began with the first round of three (3) replacements during FY 14/15. Our intent is to purchase the next three (3) during the current fiscal year.

There are several different manufacturers and models of radios that are compatible on the MPSCS. We have looked at many of these, but for various reasons, such as price, reliability, and ergonomics regarding the patrol vehicle, we narrowed our choices down to one radio: the Tait TM9155 Mobile Radio with Hand Held Control Head. A quote was requested from a Michigan Tait distributor regarding State Contract pricing. Roe-Comm., Inc., located in Portage, Michigan provided a quote (attached) of \$6,039.00 for three (3) radios, which includes a radio trade-in credit of \$1,050.00. This cost includes all required equipment for installation.

The Commission budgeted \$9,000 for the replacement of police mobile radios for the current Fiscal Year. I would like to request that the Commission approve the purchase of three (3) Tait TM9155 700/800 MHz mobile radios.

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

Option B: TM9155 Phase I P25 Only

Qty.	Item Description	Unit Price	Ext. Price
	<b>TAIT TM9155-K5C0-0CUC-10AA-10</b>		
3	Tait TM9455 Mobile Radio, 762-870 MHz 30/35 Watt Low Temp LCD Keypad Microphone with U-Cradle P25 Conventional (CAI Included), TDMA Phase II Capable Remote Mount 6M Cable	\$1,961.00	\$5,883.00
3	P25 Trunking Service SFE Key	\$285.00	\$855.00
3	HAF4013A Low Profile 3 dB Gain Mobile Antenna Includes Low Profile 3 dB Antenna with 17' Low Loss	\$51.00	\$153.00
3	NMO Mount, BNC Antenna Connector	\$6.00	\$18.00
3	Programming for P25 - Request Codeplug, Load and Tune	\$60.00	\$180.00
	<b><u>Trade-In Allowance thru March 31, 2016</u></b>		
3	Radio Trade In Credit	-\$350.00	-\$1,050.00
	System Investment		\$6,039.00

**IMPLEMENTATION:**

Delivery of equipment will take place approximately one to two weeks after order is completed. Roe-Comm, Inc will be available after installation to answer any questions regarding use of system.

**TERMS:**

Standard Terms are C.O.D. or NET 10, NET 30 with Credit Application and Management Approval

**ACCEPTANCE:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Customer agrees to purchase terms and understands that a 20% restocking fee will be applied for any returned non-stock items. Other fees and charges may apply.

### CAPITAL OUTLAY REQUESTS FROM DEPARTMENTS

Capital Item	Req By	Account #	R N	Est Life	Dept Priority	Method of Approp	Method of Funding		Dept Req Est Cost	Manager Revisions	Budgeted Cost
							Act 99	Bonds			
<b>GENERAL FUND</b>											
Enhancements to Comm Chamber Audio / Visual Equipment	COMM	101-900 -977.101	R	5	1	X			2,000	(2,000)	-
<b>Total</b>									<b>2,000</b>	<b>(2,000)</b>	<b>-</b>
<b>City Manager / Administration</b>											
Office Equipment Replacement	ADM	101-900 -980.172	R	5	1	X			1,000	(500)	500
<b>Total</b>									<b>1,000</b>	<b>(500)</b>	<b>500</b>
<b>Finance Department</b>											
	FIN	101-900 -980.212							-	-	-
<b>Total</b>									<b>-</b>	<b>-</b>	<b>-</b>
<b>City Clerk / Elections</b>											
Metal voter booth stations (15)	CLK	101-900 -977.215	R	15	1	X			3,000		3,000
Election Tabulators (2)	CLK	101-900 -977.215	N	15	1	X			8,500	(950)	7,550
Shredder	CLK	101-900 -980.215	R	5	1	X			400		400
Laptop Computers (2)	CLK	101-900 -980.215	N	5	1	X			850		850
<b>Total</b>									<b>12,750</b>	<b>(950)</b>	<b>11,800</b>
<b>Management Information Systems</b>											
	MIS	101-900 -980.258							-	-	-
<b>Total</b>									<b>-</b>	<b>-</b>	<b>-</b>
<b>Police Department</b>											
Radar Units (2)	POL	101-900 -977.301	R	8	2	X			4,000	(4,000)	-
Mobile Radios (3)	POL	101-900 -977.301	R	10	1	X			9,000		9,000
Taser Replacements (3)	POL	101-900 -977.301	R	10	1	X			4,000		4,000
Keivlar Vests (5)	POL	101-900 -977.301	R	5	1	X			2,500		2,500
Firearms Range Equipment	POL	101-900 -977.301	N	10	1	X			2,000	(2,000)	-
Office Furniture	POL	101-900 -980.301	R	10	1	X			1,500	(1,500)	-
<b>Total</b>									<b>23,000</b>	<b>(7,500)</b>	<b>15,500</b>

## RESOLUTION

The following Resolution was offered by Comm. \_\_\_\_\_ and seconded by Comm. \_\_\_\_\_.

WHEREAS The City of Plymouth uses a variety of two way radios in order to help protect the Public health, safety and welfare, and

WHEREAS From time to time these radios need to be replaced, and

WHEREAS The State of Michigan requires certain types and models of radios to be used on Their radio system and they offer special state pricing for new radios.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of three (3) Tait TM9155 700/800 MHz mobile radios and accessories in the total amount of \$6,039.00. Funding for this purchase is authorized from the Capital Outlay Program.

**CITY OF PLYMOUTH**  
**201 S. MAIN**  
**PLYMOUTH, MI 48170**  
**[www.ci.plymouth.mi.us](http://www.ci.plymouth.mi.us)**

## **ADMINISTRATIVE RECOMMENDATION**

**To:** Mayor & City Commission  
**From:** Paul J. Sincock – City Manager  
**CC:** S:\MANAGER\Sincock Files\Memorandum - Lawn Mowing - Grass Cutting & Leaf Clean Up Bids - 03-21-16.doc  
**Date:** 3/17/2016  
**Re:** Grass Cutting & Fall Leaf Clean Up – Public Properties

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### **BACKGROUND:**

The City Administration is constantly looking at ways to save city resources and we are monitoring a number of different areas in other communities to see if there is a way to expend fewer dollars for the necessary services. While we contract out for lawn mowing services, we are finding that not a lot of communities are contracting for this service. However, interest is picking up in other governmental units. The City has numerous neighborhood parks, two cemeteries and a number of right of way areas or a total of 31 different locations that need to be mowed on a regular basis. We have been with the same contractor for three years and this year we were able to re-bid the project and we had significant interest in the project from private vendors.

I will note that anytime we change vendors on this project there is a "learning curve" as the contractor and the City work to establish an acceptable mowing schedule and practices. So, changing vendors will require significant administrative oversight as the contract begins this spring.

We have attached a memorandum from Chris Porman which outlines the process used for bidding and the information on the recommended contractor. The memo also points out that based on current usage we will see a slight reduction in costs for these services. Chris points out that the low bid is from Frank's Landscaping and they have supplied their references.

It should be noted that the expenses for lawn mowing are spread into a number accounts and Funds as a result of their use. Expenses are spread in the General Fund and the Recreation Fund.

### **RECOMMENDATION:**

The City Administration recommends that the City Commission accept the bid from Frank's Landscaping. This is a potential three year deal.

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



## **Department of Municipal Services**

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

Date: Wednesday, March 16, 2016  
To: Paul J. Sincock, City Manager  
From: Chris S. Porman, Director of Municipal Services  
Adam Gerlach, Special Projects Coordinator  
Re: Grass Cutting and Fall Leaf Clean Up Bids

The Department of Municipal Services and Recreation Department has gone out to bid on grass cutting and fall leaf clean up services for City parks, public properties and right-of-ways. We requested pricing on 31 different locations for grass cutting and 20 locations for bulk leaf pick up. We based the number of cuts per year on a historical average and erring on the side of caution, rounded the number to 27 cuts per year. We did this to give the contractors as realistic approach to the scope and length of work as possible. It should be noted that if we have a wet year, the number of cuts may increase, while a dry year such as last year saw fewer weeks of grass cutting.

As part of the process, we put together a mandatory pre-bid meeting with the prospective contractors interested in bidding on this contract. During the meeting, we laid out the boundaries for each of the locations to be cut or for leaf pick up. We also included our expectations related to frequency of the cuts, length, scheduling around various events, etc., as well as our expectations for a quality finished product.

Seven prospective companies were represented at the pre-bid meeting and four companies submitted bids for the scope of work outlined in the bid documents. After reviewing the bid pricing for the expected work for the year, Frank's Landscaping was the lowest, complete bid. Frank's Landscaping fulfilled all bid requirements; submitting pricing for all locations, for both grass cutting & leaf clean up, submitting a bid bond, and submitting the appropriate workman's compensation, general liability and automobile insurances. We checked the references that Frank's supplied and each gave a favorable response as to the professional, quality, and prompt manner in which the work was conducted. We spoke with the owner of the company and felt comfortable with the approach they plan to take to perform the work in the City should they be awarded the contract.

We are recommending that the City Commission approve the contract for Frank's Landscaping of Dearborn Heights, MI for a period of one year. In addition, we are recommending that the City reserves the right to administratively extend the contract in one year increments for a period not to exceed a maximum of three consecutive years. It should be noted that Frank's

Landscaping, as per their bid pricing listed a 0% annual escalator. This means that should the City extend their contract, their pricing will be held at their bid pricing supplied this year. I have attached a copy of our bid tabulation and a copy of Frank's Landscaping bid proposal for reference. It should be noted that the pricing from this year's bids was less than 3 years ago which translates to a savings for the City. Once again, the bid pricing is based on an average of 27 cuts per year and 2 fall leaf clean ups. While it is impossible to predict the weather and the direct impact it has on the grass, we feel that this is an accurate average representative of historical representation. Should you have any questions, please feel free to contact us.

Bid Opening: 2016 Grass Cutting: City Parks, Facilities & Right-of-Ways"  
 Date/Time: Tuesday, 11:00 a.m., March 15, 2016

**UNOFFICIAL BID RESULTS**



Attendees: Linda Langmesser

Chris Porman

Tom Alexandris

Vendor	Total Grass Mowing per Cutting	Total Fall Leaf Clean-Up per Clean-Up
Andrew's Outdoor Maintenance	\$ 2,060.00	\$ 1,320.00
Frank's Landscape	\$ 1,951.00	\$ 1,225.00
Owens Landscape	\$ 3,020.00	\$ 4,080.00
Serene Surroundings	No Bid	
Heritage	No Bid	
Maverick Property Maintenance	\$ 2,070.00	\$ 1,245.00
Facility Resources	No Bid	

2016 Season Price		Grass Cutting Full Season	Notes	Leaf Clean up Full Season	Notes
1	Frank's Landscaping	\$ 50,260.50		\$ 2,450.00	
2	Andrew's Outdoor Maint.	\$ 53,392.50		\$ 2,490.00	
3	Maverick Property Maint.	\$ 54,364.50		\$ 2,640.00	
4	Owen's Landscape	\$ 69,795.00	2% Escalator	\$ 8,160.00	2% Escalator

## RESOLUTION

The following Resolution was offered by Comm. \_\_\_\_\_ and seconded by Comm.

\_\_\_\_\_

- WHEREAS The City of Plymouth has a variety of public properties which need to have the Lawn mowed on a regular basis, and
- WHEREAS From time to time the City bids these services to arrange for lawn mowing and Leaf clean up services, and
- WHEREAS The City did receive a total of four bids from different vendors for these services, and
- WHEREAS The City Administration did review the bids and recommends accepting the bid from Frank's Landscaping.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the bid from Frank's Landscaping for lawn mowing and fall leaf clean up. Further, the City Commission hereby rejects all other bids.

**CITY OF PLYMOUTH**  
**201 S. MAIN**  
**PLYMOUTH, MI 48170**  
**[www.ci.plymouth.mi.us](http://www.ci.plymouth.mi.us)**

## **ADMINISTRATIVE RECOMMENDATION**

**To:** Mayor & City Commission  
**From:** Paul J. Sincock – City Manager  
**CC:** S:\MANAGER\Sincock Files\Memorandum - 123-Net-Inc Metro Act Permit - 03-21-16.doc  
**Date:** 3/17/2016  
**Re:** Metro Act Right of Way Permit – 123.Net, Inc.

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### **BACKGROUND:**

The City Commission may be aware that several years ago the State Legislature was lobbied extremely hard and over the objections of the Michigan Municipal League for the use of the public right of ways for communications equipment.

We have received a request from 123.Net, Inc. for use of the City's Rights of Ways under the terms of the "METRO ACT". This request has been reviewed by the City Attorney and under the terms of the law, we must approve the request or it automatically is approved.

We have attached a copy of the City Attorney's memorandum related to this issue. The last time the City had a Metro Act action request was in 2014.

### **RECOMMENDATION:**

The State Legislature has provided no real opportunity for the local units of government to have input or negotiate aspects of this contract. The City Commission must approve the contract or it is automatically approved under the state law. So, based on the very effective job that communications companies did of enacting legislation we are recommending that the City Commission approve the request as presented.

We have attached a proposed Resolution for the City Commission to consider regarding this matter. Please keep in mind that if the City Commission takes no action or tables this matter, then it will automatically be approved in accordance with the state law.

March 1, 2016

**Attorney-Client Privileged Communication**

**Via Electronic Mail**

Linda Langmesser  
City Clerk  
City of Plymouth  
201 South Main Street  
Plymouth, Michigan 48170

Re: METRO Act Permit-123.Net, Inc.  
Our File No: 09992.80534

Dear Linda:

Pursuant to your request, I have reviewed 123.Net, Inc.'s permit application for access to and ongoing use of public rights-of-way by telecommunications providers submitted pursuant to the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (the "METRO Act." It is my understanding that this application was filed with the City of Plymouth on February 16, 2106. If I am incorrect as to this date, please let me know. I will address my comments below.

**THE METRO ACT**

**What The Applicant Must Do**

The METRO Act states that a provider using or seeking to use public rights-of-way in a metropolitan area for telecommunication facilities must obtain a permit from the municipality and pay all fees required under the act. A provider must file an application for a permit and pay a one-time \$500.00 application fee to each municipality whose boundaries include public rights-of-way for which access or use is sought by the provider. The application must include route maps showing the location of the providers existing and proposed facilities. The route maps are, under most circumstances, secret, proprietary, confidential, and not subject to the Michigan Freedom of Information Act.

Within 90 days after substantial completion of any new facilities in a municipality, a provider must submit route maps showing the location of the telecommunications facilities to both the Michigan Public Service Commission and the affected municipality.

**What The City of Plymouth Must Do**

A municipality must notify the Michigan Public Service Commission when it grants or denies a permit and must provide the date on which the application was filed and the date on which the application was granted or denied.

Upon application, a municipality shall grant to providers a permit for access to and the ongoing use of all public rights-of-way located within its municipal boundaries. This particular requirement does not limit a municipality's right to review and approve a provider's access to and ongoing use of a public right-of-way or limit the municipality's authority to ensure and protect the health, safety, and welfare of the public. In addition, a

municipality may require, as a condition of the permit, that a bond be posted by the provider which shall not exceed the reasonable cost to ensure that the public right-of-way is returned to its original condition during and after the provider's access and use.

A municipality must approve or deny access within 45 days from the date the provider files an application for a permit for access to a public right-of-way. A provider's right to access and use of a public right-of-way shall not be unreasonably denied by a municipality. Any condition of a permit granted must be limited to the provider's access to and usage of any public right-of-way.

### **Penalties**

The METRO Act provides that if any person or entity violates the act, the fine for such a violation is not less than \$200.00 and no more than \$20,000.00 per day for as long as the violation exists.

### **123.NET, INC.'S APPLICATION**

The provider who as submitted an application to the City of Plymouth, 123.Net, Inc., is a Michigan Corporation. The company is seeking a term of 5 years. 123.Net, Inc.'s proposed project involves underground installation of fiber optic cable inside 1.25" HPDE conduit using either methods of directional boring or trenching. The proposed route will begin at an AT&T manhole at the northwest corner of Ann Arbor Road and south Harvey Road. It will then proceed east along the north side of Ann Arbor Road through the northeast corner of Ann Arbor Road and Main Street, where it will enter into another AT&T manhole. The proposed route will be traveling by new build underground.

123.Net, Inc. has submitted the following documents:

- METRO Act Right-Of-Way Telecommunication Permit (Unilateral Form)
- METRO Act Application for Access To and Ongoing Use of Public Ways by Telecommunications Providers
- Certificate of Liability Insurance naming the City of Plymouth as an additional insured for general liability and work performed on its behalf by 123.Net, Inc.
- Corporate information
- \$500.00 application fee

I have reviewed these documents and each appears to be in order and in compliance with the METRO Act requirements. Based on my review of these documents, I cannot see any reason why the permit application should be denied. I would recommend that you have the City's insurance agent/representative review the insurance information submitted by the applicant to ensure that he/she is satisfied with the same.

### **NEXT STEPS**

The City of Plymouth must approve or deny the application submitted by 123.Net, Inc. by no later than April 1, 2016. The City of Plymouth may request a bond as set forth above. Once the application is approved or denied, the City of Plymouth must notify the Michigan Public Service Commission with the details set forth above.

If you have any questions or would like to discuss this matter further, please do not hesitate to contact me.

Very truly yours,

PLUNKETT ♥ COONEY

A handwritten signature in black ink, appearing to read 'Robert A. Marzano', written over a large, stylized oval scribble.

Robert A. Marzano  
Direct Dial: 248/594-6357  
E-Mail: [rmarzano@plunkettcooney.com](mailto:rmarzano@plunkettcooney.com)

RAM:b

cc: Paul Sincock, City Manager

Open.09992.80534.16610067-1



24700 Northwestern Hwy., Ste. 700  
Southfield, MI 48075

**OFFICE OF THE GENERAL COUNSEL**

**RACHEL E. WISLEY, ESQ.**  
Email: [rwisley@123.net](mailto:rwisley@123.net)

Telephone: (248) 228-8214  
Facsimile: (248) 928-2050

**February 16, 2016**

Linda Langmesser  
City Clerk  
201 S Main St  
Plymouth, MI 48170

*Re: 123Net Metro Act Permit Application*

Dear Sir or Madam:

Enclosed please find three (3) copies of 123Net's METRO Act permit application, along with a proposed Unilateral Metro Act Permit and a check for Five Hundred Dollars (\$500.00).

Should you require anything further for processing this application, please contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Wisley'.

Rachel E. Wisley, Esq.  
**123.Net General Counsel**

**METRO Act  
Unilateral Form  
Revised 12/06/02**

**RIGHT-OF-WAY  
TELECOMMUNICATIONS PERMIT**

This permit issued this \_\_\_ day of \_\_\_\_\_, 20\_\_ by the City of Plymouth.

**I**     Definitions

- 1.1     Date of Issuance shall mean the date set forth above.
- 1.2     Manager shall mean Municipality's [Mayor/Manager/Supervisor/Village President] or his or her designee.
- 1.3     METRO Act shall mean the Metropolitan Extension Telecommunications Right-of Way oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.4     Municipality shall mean the City of Plymouth, a Michigan municipal corporation.
- 1.5     Permit shall mean this document.
- 1.6     Permittee shall mean 123.Net, Inc. organized under the laws of the State of Michigan whose address is 24700 Northwestern Hwy., Ste. 700, Southfield, MI 48075.
- 1.7     Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public Right-of-Way does not include a federal, state, or private right-of-way.
- 1.8     Telecommunications Facilities or Facilities shall mean the Permittee's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, two-way communications device.
- 1.9     Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby issues a permit under the METRO Act to Permittee for access to and ongoing use of the Public Right-of-Way identified on Exhibit A to construct, install and maintain Telecommunication Facilities on the terms set forth herein.
- 2.1.1 Exhibit A may be modified by Manager upon written request by Permittee.
- 2.1.2 Any decision of Manager on a request by Permittee for a modification may be appealed by Permittee to Municipality's legislative body.
- 2.2 Overlapping. Permittee shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Permittee Contacts. The names, addresses and the like for engineering and construction related information for Permittee and its Telecommunication Facilities are as follows:
- 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Permittee's local office (in or near Municipality) is **Bill Bell, Fiber Project Manager, 24700 Northwestern Hwy., Ste 700, Southfield, MI 48075, (248) 228-8251, bbell@123.net.**
- 3.1.2 If Permittee's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is \_\_\_\_\_. [N/A]
- 3.1.3 The name, title, address, e-mail address and telephone numbers of

Permittee's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is same as in 3.1.1.

3.1.4 The address, phone number and contact person (title or department) at Permittee's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is same as in 3.1.1.

3.1.5 Permittee shall at all times provide Manager with the phone number at which a live representative of Permittee (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.

3.1.6 Permittee shall immediately notify Municipality in writing as set forth in Part 12 of any inaccuracies or changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

3.3 As-Built Records. Permittee, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Permittee shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

#### 4 Use of Public Right-of-Way

4.1 No Burden on Public Right-of-Way. Permittee, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Permittee's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Permittee, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Permittee shall do so within a reasonable time period. Municipality will attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Permittee over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Permittee, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Permittee's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Permittee's option, better) condition as that which existed prior to the disturbance. In the event that Permittee, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Permittee shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Permittee shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Permittee's lines on alternate poles which shall state Permittee's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Permittee's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Permittee's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Permittee, shall be marked at its entrance into and exit from each manhole and handhole with Permittee's name and a toll-free telephone number.
- 4.5 Tree Trimming. Permittee may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Permittee shall dispose of all trimmed materials. Permittee shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all

trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.

- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Permittee shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Permittee's use, or the facilities of all users of the poles are required to go underground then Permittee shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Permittee may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Permittee shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Permittee shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Permittee to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Permittee shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Permittee shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Permittee shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Permittee shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended.
- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Permittee's Facilities in the vacated Public Right-of-Way,

Permittee shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Permittee shall relocate its Facilities to such alternate route as Municipality, applying reasonable engineering standards, shall specify.

- 4.10 Relocation. If Municipality requests Permittee to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Permittee shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality, applying reasonable engineering standards, shall specify. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Permittee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality will attempt to provide notice to Permittee. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Permittee shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Permittee shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Permittee has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Permittee shall relocate its Facilities underground in the same location at Permittee's sole cost and expense.
- 4.14 Identification. All personnel of Permittee and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Permittee's name, their name and photograph. Permittee shall account for all identification cards at all times. Every service vehicle of Permittee and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Permittee's name and telephone number.

## 5 Indemnification

- 5.1 Indemnity. Permittee shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Permittee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Permittee's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Permittee, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality will notify Permittee promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality will cooperate with Permittee in every reasonable way to facilitate the defense of any such claim. Municipality will consult with Permittee respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality will not settle any claim subject to indemnification under this Part 5 without the advance written consent of Permittee, which consent shall not be unreasonably withheld. Permittee shall have the right to defend or settle, at its own expense, any claim against Municipality for which Permittee is responsible hereunder.

## 6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Permittee shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Permittee may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.
- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars

(\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.

- 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
  - 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
  - 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Permittee shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.
- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Permittee shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Permittee's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers'

compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Permittee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Permittee's policies).

- 6.6 Insurance Primary. Permittee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Permittee's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

## 7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 Five years or less from the Date of Issuance; or
  - 7.1.2 When the Telecommunication Facilities has not been used to provide telecommunications services for a period of one hundred and eighty (180) days by Permittee or a successor or an assignee of Permittee; or
  - 7.1.3 When Permittee, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
  - 7.1.4 Upon either Permittee or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
  - 7.1.5 Unless Manager grants a written extension, one year from the Date of Issuance if prior thereto Permittee has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Date of Issuance if by such time construction and installation of the Telecommunication Facilities is not complete.

## 8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Permittee to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Permittee or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Permittee shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Permittee's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Permittee, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Permittee as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Permittee may assign or transfer its rights under this Permit, or the persons or entities controlling Permittee may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Permittee's business, or by other means, subject to the following:

- 11.1 No such transfer or assignment or change in the control of Permittee shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Date of Issuance until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.
- 11.2 After the completion of such construction, Permittee must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,
- 11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and
- 11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Permittee's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Permittee shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.
- 11.3 Permittee may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

## 12 Notices

- 12.1 Notices. All notices under this Permit shall be given as follows:
- 12.1.1 If to Municipality, to \_\_\_\_\_.
- 12.1.2 If to Permittee, to **Bill Bell at 24700 Northwestern Hwy., Ste. 700, Southfield, MI 48075, with a copy to bbell@123.net.**
- 12.2 Change of Address. Permittee and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

## 13 Other items

- 13.1 No Cable, OVS. This Permit does not authorize Permittee to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).
- 13.2 Effectiveness. This Permit shall become effective when Permittee has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acknowledgement of receipt, below.
- 13.3 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].
- 13.4 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Permittee and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.
- 13.5 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

City of Plymouth

By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

Acknowledgement of Receipt: Permittee acknowledges receipt of this Permit granted by Municipality.

123.Net, Inc.

By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Exhibit A**

**Public Right-of-Way to be Used by Telecommunication Facilities**

**Exhibit B**

**Bond**

\\ODMA\PCDOCS\GRR\764521\3

**METRO Act Permit Application Form**  
**Revised April 6, 2012**

**City of Plymouth**

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

**BY**

**123 Net, Inc.**

**Unfamiliar with METRO Act?--Assistance:** Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-241-6200 or via its web site at [http://www.michigan.gov/mpsc/0,4639,7-159-16372\\_22707---,00.html](http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html).

**45 Days to Act—Fines for Failure to Act:** The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

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

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at:

City of Plymouth  
Linda Langmesser  
City Clerk  
201 S Main St  
Plymouth, MI 48170

**City of Plymouth**  
Name of local unit of government

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

By  
[123 Net Inc.]  
("Applicant")

*This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).*

*This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).*

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**1 GENERAL INFORMATION:**

1.1 Date: **February 16, 2016**

1.2 Applicant's legal name: **123.Net, Inc.**  
Mailing Address: **24700 Northwestern Highway  
Suite 700  
Southfield, MI 48075**

Telephone Number: **(248) 228-8214**

Fax Number: \_\_\_\_\_

Corporate website: **123.net**

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

**Bill Bell – Fiber Project Manager**

Mailing Address: **24700 Northwestern Highway**  
**Suite 700**  
**Southfield, MI 48075**  
Telephone Number: **(248) 228-8251**  
Fax Number: **(248) 849-9333**  
E-mail Address: **bbell@123.net**

1.3 Type of Entity: (Check one of the following)

- Corporation  
 General Partnership  
 Limited Partnership  
 Limited Liability Company  
 Individual  
 Other, please describe: \_\_\_\_\_

1.4 Assumed name for doing business, if any: \_\_\_\_\_

1.5 Description of Entity:

**1.5.1** Jurisdiction of incorporation/formation; **Michigan**

**1.5.2** Date of incorporation/formation; **8-16-1996**

1.5.3 If a subsidiary, name of ultimate parent company;

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

**James Kandler**  
**Dan Irvin**  
**Stefania Gradinaru**  
**Simona Anton**

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information.

**Please see attached.**

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: **None.**

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes  No

*If "yes," please describe the circumstances.*

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or

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

Circle: Yes  No

*If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.*

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

**N/A, Applicant is a CLEC**

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

*If no financial statements are provided, please explain and provide particulars.*

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## **2 DESCRIPTION OF PROJECT:**

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

**Proposed project involves underground installation of fiber optic cable inside 1.25" HPDE conduit using either methods as directional boring or trenching. The proposed route will begin at an AT&T manhole at the Northwest corner of Ann Arbor Rd and S Harvey St. It will then proceed**

**East along the North side of Ann Arbor Rd through the Northeast corner of Ann Arbor Rd and Main St, where it will enter into another AT&T manhole. Proposed route will be traveling by new build underground.**

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).



**The proposed route will begin at an AT&T manhole at the Northwest corner of Ann Arbor Rd and S Harvey St. It will then proceed East along the North side of Ann Arbor Rd through the Northeast corner of Ann Arbor Rd and Main St, where it will enter into another AT&T manhole.**

2.4 Please provide an anticipated or actual construction schedule.

**Would like to begin construction as soon as possible. Construction will take less than one week, including restoration.**

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

**123.Net, Inc.**

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

**123.Net, Inc.  
(866) 460-3503  
NOC@123.NET**

### **3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:**

*Please provide the following or attach an appropriate exhibit.*

3.1 Address of Applicant's nearest local office;

**24700 Northwestern Highway  
Suite 700  
Southfield, MI 48075**

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

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

**Bill Bell  
Fiber Project Manager  
24700 Northwestern Highway  
Suite 700  
Southfield, MI 48075**

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

**Please see attached.**

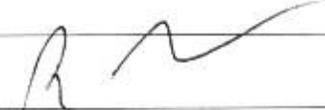
3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

N/A

**4 CERTIFICATION:**

*All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.*

**123.Net, Inc.**

\_\_\_\_\_  
By:   
\_\_\_\_\_  
**Rachel E. Wisley, Esq.**  
**123.Net General Counsel**

\_\_\_\_\_  
Date

S:\metroapplicationform.doc



## RESOLUTION

The following Resolution was offered by Comm. \_\_\_\_\_ and seconded by Comm. \_\_\_\_\_.

- WHEREAS 123.Net, Inc. has applied for a permit to use the City of Plymouth Rights of Way in accordance with the terms State of Michigan Metro Act, and
- WHEREAS The City Attorney has determined that the request is complete, and
- WHEREAS The State Legislature has not provided an opportunity for the local unit of government To negotiate or provide input into the application or contract process under the terms Of the State Metro Act.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a permit under the terms of the METRO ACT in accordance with State Law for 123.Net, Inc. The City Manager is hereby authorized to sign the permit extension agreement on behalf of the City of Plymouth.

**City of Plymouth  
201 S. Main  
Plymouth, MI 48170  
734-453-1234**

## **ADMINISTRATIVE RECOMMENDATION**

**To:** Mayor and City Commission  
**From:** Paul J. Sincock – City Manager  
**CC:** S:\MANAGER\Sincock Files\Memorandum - Annual County Right of Way Permit Maintenance - 03-21-16.doc  
**Date:** 3/17/2016  
**Re:** Annual County Water/Sewer Operations Maintenance Permit #A-16064

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### **BACKGROUND:**

Each year the City is required to file a new permit for operations within the right of way of the County roadways, namely Sheldon Road, Plymouth Road and Mill Street. The City has water mains and sanitary sewers as well as sidewalks located in the right of way of those roads and our routine and emergency maintenance of those facilities requires that we obtain a permit to complete the work. This is an annual permit process. This is a different permit from the restoration permit which indicates that we will restore the pavement to County specifications. This permit allows us to do work in the road Right of Way.

The County now requires that we have a City Commission Resolution designating the persons authorized to make application to the County for a permit. For our State Permit for the past several years, this has been the City Manager, Municipal Services Supervisors and Police Chief.

We have attached a memorandum from DMS Director Chris Porman which further outlines this permit requirement.

### **RECOMMENDATION:**

The City Administration recommends that the City Commission authorize the City Manager, Municipal Services Supervisors, and Police Chief to sign the Application and Permit for operations within the County right of way. This will allow the Administration to process the documentation with the County.

We have attached a County prepared proposed Resolution for the City Commission to consider regarding this matter. Should you have any questions in advance of the meeting please feel free to contact me.



## **Department of Municipal Services**

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

Date: March 7, 2016  
To: Paul Sincock, City Manager  
From: Chris S. Porman, Director of Municipal Services  
Re: Annual Wayne County Maintenance Permit A-16064

### **Background:**

In addition to the Wayne County permit for pavement restoration, the City is required to file a permit to occupy the right way of County Roads for maintenance purposes. Examples of activities covered under the maintenance permit include: sanitary sewer work, water main work, sidewalk repair/replacement, street sweeping, and salt applications.

While it is not common practice for the City to maintain the Wayne County roads which are within the City limits, it should be noted that we have water main and sanitary sewer mains running under the right of ways. We have had occurrences where we need to complete repair work. It should also be noted that during declared "snow emergency" our crews have applied snow and ice control measures on county roads.

The County now requires that we have a City Commission Resolution designating the persons authorized to make application to the County for a permit. Historically, this has been the City Manager, Municipal Services Supervisors and the Director of Public Safety.

It should be noted that Ann Arbor Road; while maintained by Wayne County, is actually part of the State Highway system and as such, we have already filed for a separate permit.

### **Recommendation:**

It is my recommendation that this be brought forth to the City Commission for formal action to authorize the City Manager, Municipal Services Supervisors, and the Director of Public Safety to sign the Application and Permit for Maintenance within the County right of way. This will allow us to proceed with processing the documentation with the County.

Attached is a County prepared proposed Resolution for the Commission to consider regarding the matter. Should you or the Commission have any questions, please feel free to contact me.

Website: [www.ci.plymouth.mi.us](http://www.ci.plymouth.mi.us)

email: [dms@ci.plymouth.mi.us](mailto:dms@ci.plymouth.mi.us)



Warren C. Evans  
County Executive

February 22, 2016

City Of Plymouth  
1231 Goldsmith  
Plymouth, MI 48170-1637

**RE: Annual Maintenance Permit - A-16064**

Attention: Chris Porman

Enclosed is your Wayne County Annual Maintenance Permit package. The Annual Permit authorizes a municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:

1. Sanitary sewer inspection, repair and routine maintenance.
2. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections (two-inch maximum diameter).
3. Application of dust palliatives.
4. Repair and replacement of existing sidewalks.

*Note: A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.*

In addition to the Annual Permit, the package also includes the following attachments, which are incorporated by reference into the permit:

1. *Scope of Work and Conditions for Municipal Maintenance Permits*
2. *General Conditions and Limitations of Permits*
3. *Indemnity and Insurance Attachment*
4. *Model Community Resolution*

Please review the insurance attachment carefully, since the insurance requirements have been recently updated.

The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction*. This manual replaces the Permit Specifications Document which was attached to annual permits in previous years. The manual is also incorporated by reference into this annual permit and is available online at:

[http://www.waynecounty.com/dps/construction\\_permits.htm](http://www.waynecounty.com/dps/construction_permits.htm)

As a condition of the annual permit, the County requires that your governing body pass a blanket resolution of approval which

- a) agrees to fulfill all permit obligations and conditions
- b) to the extent allowed by law, hold harmless and defends Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity
- c) designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf.

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution and a copy of your certificate of insurance, consistent with the requirements transmitted in this package. Type the name of the designated signer below the signature line and submit these documents to:

**Wayne County Department of Public Services**  
**Permit Office**  
**Attn: Ms. Janice Clarke**  
**33809 Michigan Avenue**  
**Wayne MI 48184**

Once received, the Permit Coordinator will validate your permit and return an executed copy to you for your files.

The *Scope of Work and Conditions for Municipal Maintenance Permits* requires that the Permit Holder submit monthly reports of all work performed under this permit. These reports should be faxed to 734.595.6356.

If you have any questions regarding this Annual Permit, please contact me at 734.595.6504, extension 2002.

Sincerely,



Janice Clarke  
Permit Coordinator

C: file

Attachments: Annual Permit  
*Scope of Work and Conditions for Municipal Maintenance Permits*  
*General Conditions and Limitations of Permits*  
*Indemnity and Insurance Attachment*  
*Model Community Resolution*

PERMIT OFFICE  
 33809 MICHIGAN AVE  
 WAYNE, MI 48184,  
 PHONE (734) 595-6504  
 FAX (734) 595-6356

72 HOURS BEFORE ANY  
 CONSTRUCTION. CALL  
 Various Staff  
 (734) 595-6504, Ext. 2009  
 FOR INSPECTION



**WAYNE COUNTY**  
**DEPARTMENT OF PUBLIC SERVICES**  
**PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN**

PERMIT No. <b>A-16064</b>	
ISSUE DATE <b>1/1/2016</b>	EXPIRES <b>12/31/2016</b>
REVIEW No.	WORK ORDER <b>79646</b>

PROJECT NAME  
 CITY OF PLYMOUTH - MAINTENANCE

LOCATION  
 VARIOUS ROADS ( )

CITY/TWP  
 PLYMOUTH

PERMIT HOLDER  
 CITY OF PLYMOUTH  
 1231 GOLDSMITH  
 PLYMOUTH, MI 48170-1637

CONTRACTOR

CONTACT  
 CHRIS PORMAN (734) 453-7737

CONTACT  
 <BLANK>

DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO OCCUPY THE RIGHT-OF-WAY OF COUNTY ROADS FOR THE BELOW ACTIVITIES:

1. SANITARY SEWER INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
2. WATERMAIN INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
3. DUST PALLATIVE, CALCIUM & SALT APPLICATIONS.
4. SIDEWALK REPAIR AND REPLACEMENT.
5. TO PERFORM STREET SWEEPING OPERATIONS DURING DAYLIGHT HOURS ONLY.

ALL ACTUAL INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED TO THE PERMIT HOLDER.  
 REFER TO ATTACHMENTS REFERENCED BELOW FOR ANNUAL PERMIT REQUIREMENTS AND CONDITIONS.  
 ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

PAVEMENT REPAIRS REQUIRE A SEPARATE PERMIT AND ARE NOT TO BE COMPLETED UNDER THE TERMS OF THIS ANNUAL PERMIT.

PERMIT HOLDER AGREES TO SUBMIT MONTHLY REPORTS OF WORK PERFORMED VIA FAX (734.595.6356) UNDER THIS PERMIT.

ALL ACTUAL INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIAL AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED.

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE .....	\$0.00	LETTER OF CREDIT DEPOSITOR	PLANS APPROVED BY _____ DATE PLANS APPROVED
PLAN REVIEW FEE .....	\$0.00		1/1/2016
PARK FEE .....	\$0.00		REQUIRED ATTACHMENTS
OTHER FEE .....	\$0.00		GENERAL CONDITIONS
BOND .....	\$0.00		SCOPE OF WORK AND CONDITIONS FOR MUNICIPAL MAINTENANCE PERMITS
INSPECTION DEPOSIT .....	\$0.00		INDEMNITY AND INSURANCE ATTACHMENT
OTHER BOND .....	\$0.00		SAMPLE COMMUNITY RESOLUTION
TOTAL COSTS .....	\$0.00	RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT	
TOTAL CHECK AMOUNT	\$0.00	<a href="http://www.waynecounty.com/dps_engineering_cpoffice.htm">www.waynecounty.com/dps_engineering_cpoffice.htm</a>	
CASHIER _____ DATE	1/1/2016	(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)	

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

**WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES**

CHRIS PORMAN  
 PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>  
 CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY Mr. Ali Aljwad

DATE



Wayne County Department of Public Services  
Engineering Division – Permit Office

**Scope of Work and Conditions Attachment  
For Annual Municipal Maintenance Permits**

The Annual Permit authorizes the municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the facilities listed below that are under its jurisdiction.

**Scope of Work** - The following work is authorized under the Annual Maintenance Permit:

Sanitary Sewers

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction

Water Main and installation of 2" pipe

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction
2. Water service connection with 2" diameter pipe or less, serving single customer

A separate permit will be required for any operations performed under the following conditions for Water and/or Sanitary related work:

- a. For all water service connections larger than a two inch (2") diameter.
- b. For any water service connection that serves more than one customer.
- c. Whenever work is to be performed in a new subdivision.
- d. For any sanitary sewer service connection.

Dust Palliative Applications

1. Dust palliative treatment shall be with calcium magnesium chloride in accordance with Wayne County specifications.
2. The municipality shall designate each road to be treated with dust palliative and pay the Contractor for all materials and service.
3. Prior to the application of Dust Palliative Materials, the Permit Holder shall provide at least seven (7) days notice to the Wayne County Roads Division (313-955-9920) to allow for preparation and inspection of the roads to be treated.

Sidewalk

1. Existing sidewalks may be repaired or replaced at existing alignment on existing grade.

A separate permit will be required for the construction of a new sidewalk, for the replacement of an existing sidewalk on a new alignment or grade or for the construction of new sidewalk ramps to the County road.

Street Sweeping

1. Street sweeping shall be performed during daylight hours only.
2. All traffic control devices shall conform to the provisions of the current MMUTCD.

**Permit Conditions**

1. **A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.**
2. Reports indicating all work performed or that no work was performed under the permit shall be provided to the Permit Office at the end of each month.
3. Any work not covered under the annual scope of work and conditions above shall require a separate permit. Refer to the *Wayne County Rules, Specifications and Procedures Construction Permits*.
4. All inspection costs, including overtime, supervision, testing of materials and emergency work, if required, shall be billed to the Permit Holder.



**Wayne County Department of Public Services  
Engineering Division – Permit Office  
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

*The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.*

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

**The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.**

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.



Wayne County Department of Public Services  
Engineering Division – Permit Office  
Conditions & Limitations of Permits

**Plan Approval and Specifications:** All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOT Standard Specifications for Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

**Fees:** The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

**Bond:** The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

**Insurance:** The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

**Indemnification / Hold Harmless:** Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.

2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

**Permit on Site:** The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

**Notification for Start and Completion of Work:** The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.

2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

**Safety:** The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

**Underground Utilities:** The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

**Assignability:** The permit is neither transferable nor assignable without the written consent of the County.

**Limitation of Permit:** The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

**Access of Other Vehicles:** The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

**Restoration:** The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

**Acceptance:** Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

**Permit Expiration and Extension of Time:** All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

**Responsibility:** The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

**Revocation:** The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

**Violation:** The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

**Inspection and Testing of Materials:** Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current MDOT Standard Specifications for Construction as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

**Design:** The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

**Drainage:** Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

**Permit Holder Compliance:** The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.



**MODEL COMMUNITY RESOLUTION  
AUTHORIZING EXECUTION OF  
WAYNE COUNTY PERMITS**

Resolution No. \_\_\_\_\_

At a Regular Meeting of the \_\_\_\_\_ (Name of  
Community Governing Board) on \_\_\_\_\_ (date), the following  
resolution was offered:

**WHEREAS**, the \_\_\_\_\_ (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

**WHEREAS**, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures;

**NOW THEREFORE, BE IT RESOLVED**, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

**BE IT FURTHER RESOLVED**, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
_____	_____
_____	_____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the \_\_\_\_\_  
(name of Community), County of Wayne, Michigan, on \_\_\_\_\_.

#305299-v2	Chris Porman	And/or	Director of Municipal Services
	Steve Faiman	and/or	Asst. Director of Municipal Services
	Mike Brindley	and/or	Foreman
	Al Cox	and/or	Director of Public Safety
	Paul Sincock	and/or	City Manager

**City of Plymouth**  
**201 S. Main**  
**Plymouth, MI 48170**  
**734-453-1234**

## **ADMINISTRATIVE RECOMMENDATION**

**To:** Mayor and City Commission  
**From:** Paul J. Sincock – City Manager  
**CC:** S:\MANAGER\Sincock Files\Memorandum - Annual County Right of Way Permit Pavement Restoration - 03-21-16.doc  
**Date:** 3/17/2016  
**Re:** Annual County Roads Pavement Restoration Permit #A-16119– Sewer/Water Main

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### **BACKGROUND:**

Wayne County requires that we file an annual Pavement Restoration Permit. The City is required to file a new permit for pavement repairs within the right of way of the County roadways, namely Sheldon Road, Plymouth Road and Mill Street. The City has water mains and sanitary sewers as well as sidewalks located in the right of way of those roads and our routine and emergency maintenance of those facilities requires that we obtain a permit to complete pavement restoration work. This is now an annual permit process.

The County now requires that we have a City Commission Resolution designating the persons authorized to make application to the County for a permit. For our State Permit for the past several years, this has been the City Manager, Municipal Services Supervisors and the Director of Public Safety.

We will have a similar permit application for a State Highway Permit as well as a second County Maintenance Permit. Those will be future actions by the City Commission. The State permit will cover our work on Ann Arbor Road; which is actually a State Highway, but is maintained by the County.

We have attached a memorandum from Municipal Services Director Chris Porman which provides additional background information on this issue.

### **RECOMMENDATION:**

The City Administration recommends that the City Commission authorize the City Manager, Municipal Services Supervisors, and Director of Public Safety to sign the Application and Permit for Pavement Restoration within the County right of way. This will allow the Administration to process the documentation with the County.

We have attached a County prepared proposed Resolution for the City Commission to consider regarding this matter. Should you have any questions in advance of the meeting please feel free to contact me.



## **Department of Municipal Services**

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

Date: March 7, 2016  
To: Paul Sincock, City Manager  
From: Chris S. Porman, Director of Municipal Services  
Re: Annual Wayne County Pavement Restoration Permit A-16119

### **Background:**

Each year, Wayne County requires we file a Pavement Restoration Permit. We are required to file this permit for pavement repairs within the right of ways of the Wayne County road system, or more commonly; Sheldon Road, Plymouth Road, and Mill St.

The City has water mains, as well as sanitary sewer lines located in the right of ways of the above mentioned roads. Should the need arise to complete repairs to these systems, there is the potential for pavement replacement.

The County now requires that we have a City Commission Resolution designating the persons authorized to make application to the County for a permit. Historically, this has been the City Manager, Municipal Services Supervisors and the Director of Public Safety.

### **Recommendation:**

It is my recommendation that this be brought forth to the City Commission for formal action to authorize the City Manager, Municipal Services Supervisors, and the Director of Public Safety to sign the Application and Permit for Pavement Restoration within the County right of way. This will allow us to proceed with processing the documentation with the County.

Attached is a County prepared proposed Resolution for the Commission to consider regarding the matter. Should you or the Commission have any questions, please feel free to contact me.



Warren C. Evans  
County Executive

February 23, 2016

City Of Plymouth  
1231 Goldsmith  
Plymouth, MI 48170-1637

**RE: Annual Pavement Restoration Permit - A-16119**

Attention: Chris Porman

Enclosed is your Wayne County Annual Pavement Restoration Permit package. The Annual Permit authorizes your company to occupy Wayne County road rights-of-way for the purpose of pavement repair and restoration.

In addition to the Annual Permit, the package also includes the following attachments, which are incorporated by reference into the permit:

1. *General Conditions and Limitations of Permits*
2. *Indemnity and Insurance Attachment*
3. *Model Community Resolution*

Please review the insurance attachment carefully, since the insurance requirements have been recently updated.

The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction*. This manual replaces the Permit Specifications document which was attached to annual permits in previous years. The manual is also incorporated by reference into this annual permit and is available online at:

[http://www.waynecounty.com/dps/construction\\_permits.htm](http://www.waynecounty.com/dps/construction_permits.htm)

In particular, refer to Section 6, "Restoration" and Section 7, "Maintaining Traffic and Traffic Control Devices" for specific rules and specifications regarding pavement restoration work. Additionally, refer to Wayne County Standards of Permit Construction, numbered: PR-1, PR-2, PR-3, PR-4 and PR-5 for detailed specifications on pavement repair and patching. These standards are also available online at the above web address.

As an additional condition of this annual permit, the Permit Holder agrees to provide at least 72 hours prior notice before starting any construction. Each notice shall be sent to the Permit Office at the address shown below and shall include the location and date of the proposed work along with a detailed set of construction plans.

For each restoration project, plan review and inspection costs, including overtime, supervision, materials testing and emergency work (if required) will be billed to the Permit Holder on a monthly basis.

Please return the original permit, signed and dated by an authorized signatory, confirming that the signer's name is typed below the signature line and submit these documents to:

**Wayne County Department of Public Services  
Permit Office  
Attn: Ms. Janice Clarke  
33809 Michigan Avenue  
Wayne MI 48184**

Once received, I will validate your permit and return an executed copy to you for your files.

If you have any questions regarding this Annual Permit, please contact me at 734.595.6504, extension 2002.

Sincerely,



Janice Clarke  
Permit Coordinator

C: file

Attachments: Annual Permit  
*General Conditions and Limitations of Permits*  
*Indemnity and Insurance Attachment*  
*Model Community Resolution*

PERMIT OFFICE  
33809 MICHIGAN AVE  
WAYNE, MI 48184,  
PHONE (734) 595-6504  
FAX (734) 595-6356



PERMIT No. <b>A-16119</b>	
ISSUE DATE 1/1/2016	EXPIRES 12/31/2016
REVIEW No.	WORK ORDER 79359

72 HOURS BEFORE ANY  
CONSTRUCTION, CALL  
Various Staff  
(734) 595-6504, Ext: 2009  
FOR INSPECTION

**WAYNE COUNTY**  
**DEPARTMENT OF PUBLIC SERVICES**  
**PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN**

PROJECT NAME  
PLYMOUTH - PAVEMENT RESTORATION

LOCATION  
VARIOUS

CITY/TWP  
PLYMOUTH

PERMIT HOLDER  
CITY OF PLYMOUTH  
1231 GOLDSMITH  
PLYMOUTH, MI 48170-1637

CONTRACTOR

CONTACT  
CHRIS PORMAN (734) 453-7737

CONTACT  
<BLANK>

DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO REPLACE AND REPAIR PAVEMENT CUTS DUE TO UTILITY REPAIRS WITHIN THE RIGHT-OF-WAY OF VARIOUS ROADS IN WAYNE COUNTY IN ACCORDANCE WITH THE WAYNE COUNTY RULES, SPECIFICATIONS AND PROCEDURES MANUAL & WAYNE COUNTY STANDARD PLANS FOR PERMIT CONSTRUCTION.

AT LEAST 72 HOURS PRIOR TO CONSTRUCTION, THE PERMIT HOLDER SHALL SUBMIT WRITTEN NOTICE OF CONSTRUCTION, INCLUDING THE LOCATION AND DATE OF THE WORK ALONG WITH CONSTRUCTION PLANS TO THE PERMIT OFFICE FOR APPROVAL.

THE FINAL AREA OF ANY PAVEMENT TO BE REPLACED AND/OR OVERLAID SHALL BE DETERMINED AND MARKED OUT BY THE COUNTY.

FOR EACH PROJECT, ALL ACTUAL PLAN REVIEW AND INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED TO THE PERMIT HOLDER ON A MONTHLY BASIS.

ANY ROAD CLOSURE SHALL BE IN COMPLIANCE WITH THE MICHIGAN MANUAL OF TRAFFIC CONTROL DEVICES.  
[HTTP://MUTCD.FHWA.DOT.GOV](http://MUTCD.FHWA.DOT.GOV)

THE ATTACHMENTS LISTED BELOW ARE INCORPORATED BY REFERENCE AS PART OF THE CONDITIONS OF THIS PERMIT.

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE .....	\$0.00		PLANS APPROVED BY
PLAN REVIEW FEE .....	\$0.00		DATE PLANS APPROVED
PARK FEE .....	\$0.00		1/1/2016
OTHER FEE .....	\$0.00		REQUIRED ATTACHMENTS
BOND .....	\$0.00		GENERAL CONDITIONS
INSPECTION DEPOSIT .....	\$0.00	LETTER OF CREDIT DEPOSITOR	INDEMNITY AND INSURANCE ATTACHMENT
OTHER BOND .....	\$0.00		RULES, SPECIFICATIONS AND PROCEDURES
TOTAL COSTS .....	\$0.00		FOR PERMIT CONSTRUCTION - AVAILABLE
			ONLINE AT
TOTAL CHECK AMOUNT	\$0.00		<a href="http://www.waynecounty.com/dps_engineering_cpoffice.htm">www.waynecounty.com/dps_engineering_cpoffice.htm</a>
CASHIER	DATE		(PERMIT VALID ONLY IF ACCOMPANED BY ABOVE ATTACHMENTS)
	1/1/2016		

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

**WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES**

CHRIS PORMAN  
PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>  
CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY Mr. Ali Ajawad

DATE



**Wayne County Department of Public Services  
Engineering Division – Permit Office  
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

*The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.*

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

**The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.**

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.



## Wayne County Department of Public Services Engineering Division – Permit Office

### Conditions & Limitations of Permits

**Plan Approval and Specifications:** All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDDI Standard Specifications for Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

**Fees:** The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

**Bond:** The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

**Insurance:** The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

**Indemnification / Hold Harmless:** Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.
2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

**Permit on Site:** The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

**Notification for Start and Completion of Work:** The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

**Safety:** The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices (MUTCD)*. The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MOSHIA requirements.

**Underground Utilities:** The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

**Assignability:** The permit is neither transferable nor assignable without the written consent of the County.

**Limitation of Permit:** The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

**Access of Other Vehicles:** The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

**Restoration:** The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

**Acceptance:** Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

**Permit Expiration and Extension of Time:** All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

**Responsibility:** The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

**Revocation:** The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

**Violation:** The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

**Inspection and Testing of Materials:** Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current *MDDI Standard Specifications for Construction* as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

**Design:** The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

**Drainage:** Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

**Permit Holder Compliance:** The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/8/2016

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

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

<b>PRODUCER License # 0019304-1</b> Hub International Midwest East 625 Kenmoor Ave SE Suite 200 Grand Rapids, MI 49546	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): (616) 233-4111 E-MAIL ADDRESS:	<b>FAX (A/C, No.): (616) 233-4110</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Argonaut Insurance Company</td> <td>19801</td> </tr> <tr> <td>INSURER B : North Pointe Insurance Company</td> <td>27740</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Argonaut Insurance Company	19801	INSURER B : North Pointe Insurance Company	27740	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER F :															
<b>INSURED</b>  Plymouth City of 201 S Main Street Plymouth, MI 48170															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			4618365	07/01/2015	07/01/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMPI/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			4618365	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			4618365	07/01/2015	07/01/2016	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE	OTH-ER
							E L EACH ACCIDENT	\$
							E L DISEASE - EA EMPLOYEE	\$
							E L DISEASE - POLICY LIMIT	\$
B	Liquor Liability			NPLL68026	07/01/2015	07/01/2016	Limit	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: Pavement Restoration. Wayne County, drainage district, and its officers, agents and employees thereof are named as additional insured parties. Annual Maintenance Permit No. A-16119. 30 day notice of cancellation applies (except 10 days for non-payment per Michigan statute).**

<b>CERTIFICATE HOLDER</b>  Wayne County Department of Public Services Permit Office Attn: Ms. Janice Clarke 33809 Michigan Avenue Wayne, MI 48184	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**MODEL COMMUNITY RESOLUTION  
AUTHORIZING EXECUTION OF  
WAYNE COUNTY PERMITS**

Resolution No. \_\_\_\_\_

At a Regular Meeting of the \_\_\_\_\_ (Name of  
Community Governing Board) on \_\_\_\_\_ (date), the following  
resolution was offered:

**WHEREAS**, the \_\_\_\_\_ (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

**WHEREAS**, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures;

**NOW THEREFORE, BE IT RESOLVED**, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

**BE IT FURTHER RESOLVED**, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
_____	_____
_____	_____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the \_\_\_\_\_ (name of Community), County of Wayne, Michigan, on \_\_\_\_\_.

#305299-v2	Chris Porman	And/or	Director of Municipal Services
	Steve Faiman	and/or	Asst. Director of Municipal Services
	Mike Brindley	and/or	Foreman
	Al Cox	and/or	Director of Public Safety
	Paul Sincock	and/or	City Manager

**CITY OF PLYMOUTH**  
**201 S. MAIN**  
**PLYMOUTH, MI 48170**  
**[www.ci.plymouth.mi.us](http://www.ci.plymouth.mi.us)**

## ADMINISTRATIVE RECOMMENDATION

**To:** Mayor & City Commission  
**From:** Paul J. Sincok – City Manager  
**CC:** S:\MANAGER\Sincok Files\Memorandum - Second Reading Starkweather School PUD TABLED - 03-21-16.doc  
**Date:** 3/18/2016  
**Re:** Starkweather School PUD – 2<sup>nd</sup> Reading

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### BACKGROUND:

The First Reading of the Starkweather School Planned Unit Development Ordinance (PUD) was heard on October 5, 2015. Since that time the Developer has been working to provide the City with final documentation related to this project. We received the most recent draft of material from the Developer's Attorney on Thursday, March 17, 2016. Due to the late arrival of the material for the agenda the City Attorney's Office and the City Administration have not had an opportunity to review the material submitted. The Administration is not comfortable with moving forward on the 2<sup>nd</sup> Reading of the Ordinance until the documents have been vetted by the City Attorney and Administration, which is scheduled for early next week. The Developer has been most insistent that this item appear on the agenda due to the fact that he has out of town people coming to the meeting.

We have provided some additional background material related to this item from Community Development Director John Buzuvis.

### RECOMMENDATION:

Since the most recent draft of materials came from the Developer on Thursday, March 17, 2016 the City Administration recommends that this item be tabled. We have attached a proposed Resolution for the City Commission to consider regarding this matter.

### RESOLUTION

It was moved by Comm. \_\_\_\_\_ and seconded by Comm. \_\_\_\_\_

WHEREAS The Developer of the Starkweather School Planned United Development was Insistent that the second reading of the Ordinance Amendment for the Starkweather School PUD be placed on the City Commission Agenda,

WHEREAS The Developer delivered additional technical material to the City on Thursday, March 17, 2016 and this material has not yet had an opportunity to be reviewed by the City Attorney or City Administration.

NOW THEREFORE BE IT RESOLVED THAT the Starkweather School Planned Unit Development Ordinance Amendment be tabled.

## **ADMINISTRATIVE RECOMMENDATION**

**To:** Paul J. Sincok, City Manager  
**From:** John Buzuvis, Community Development Director   
**CC:** S:\DDA\Shared Files\John\Community Development\PUDs\PUDs 2015\Starkweather School  
**Date:** 3/18/2016  
**Re:** Starkweather School Second Reading-Ordinance Amendment to PUD

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### **BACKGROUND:**

The City Planning Commission held a Public Hearing to review the PUD(Planned Unit Development) Plan, for the Starkweather School site located at 550 N. Holbrook, and to review the corresponding ordinance map change (to PUD) at their April 20, 2015 meeting. After several revisions of the site-plan, the Planning Commission approved the final PUD Plan at their August 12, 2015 regular meeting.

As you are aware the City Commission, at their October 5, 2015 meeting, accepted the final PUD Plan for this project as recommended by the Planning Commission and approved the resulting zoning map change per the PUD Plan for this project. The City Commission is required to hold two readings of the ordinance change, as well as approve the PUD agreement for the project.

The City Attorney, Robert Marzano, and Administration have reviewed several drafts of the PUD Agreement for this project. The City Attorney received the most recent draft of the agreement on March 17, 2016. At this time the administration and City Attorney have not had the opportunity to review that document and have recommended that the City Commission table that matter.

The PUD Agreement, and its approval by the City Commission, is a critical element to authorizing a rezoning of this/these parcels to PUD. The administration does not recommend that the City Commission complete the process of rezoning and resulting zoning map change of these parcels until such time as a PUD Agreement has been reviewed and approved by the City Commission.

**CITY OF PLYMOUTH**  
**201 S. MAIN**  
**PLYMOUTH, MI 48170**  
[www.ci.plymouth.mi.us](http://www.ci.plymouth.mi.us)

## ADMINISTRATIVE RECOMMENDATION

**To:** Mayor & City Commission  
**From:** Paul J. Sincock – City Manager  
**CC:** S:\MANAGER\Sincock Files\Memorandum - Starkweather School PUD Agreement - TABLED - 03-21-16.doc  
**Date:** 3/18/2016  
**Re:** Starkweather School PUD Agreement

### BACKGROUND:

With any enactment of Planned Unit Development Zoning there is a need to have a corresponding PUD Agreement which specifically outlines the duties and responsibilities of the Developer and the City related to the Development. This is required because the developer is using PUD Zoning which allows him to avoid certain parts of the regular Zoning Ordinance in exchange for providing certain public benefits. Those exemptions and provision of public benefit must be clearly identified in a PUD Agreement between the City and the Developer.

The Developer in this case submitted the most recent draft of materials for the PUD Agreement on Thursday, March 17<sup>th</sup>, not allowing the City Attorney or City Administration time to evaluate the documents in time for the agenda preparation. Normally, this would not normally appear on a City Commission Agenda until complete, but the Developer has been very insistent about having this on the agenda.

### RECOMMENDATION:

Since the most recent draft of materials came from the Developer on Thursday, March 17, 2016 the City Administration recommends that this item be tabled. We have attached a proposed Resolution for the City Commission to consider regarding this matter.

### RESOLUTION

It was moved by Comm. \_\_\_\_\_ and seconded by Comm. \_\_\_\_\_

WHEREAS The Developer of the Starkweather School Planned United Development was Insistent that the PUD Agreement for the Starkweather School be placed on the City Commission Agenda,

WHEREAS The Developer delivered additional technical material to the City on Thursday, March 17, 2016 and this material has not yet had an opportunity to be reviewed by the City Attorney or City Administration.

NOW THEREFORE BE IT RESOLVED THAT the Starkweather School Planned Unit Development Agreement be tabled.

## **ADMINISTRATIVE RECOMMENDATION**

**To:** Paul J. Sincock, City Manager  
**From:** John Buzuvis, Community Development Director   
**CC:** S:\DDA\Shared Files\John\Community Development\PUDs\PUDs 2015\Starkweather School  
**Date:** 3/18/2016  
**Re:** Starkweather School PUD Agreement

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### **BACKGROUND:**

The City Planning Commission has held a Public Hearing for the PUD Plan review and corresponding ordinance change at their April 20, 2015 meeting and, after several revisions of the site-plan, the Planning Commission approved the final PUD Plan at the August 12, 2015 regular meeting.

As you are aware the City Commission, at their October 5, 2015 meeting, had a first reading for the zoning map change per the PUD Plan for Starkweather School property located at 550 N. Holbrook. At that time the City Commission approved the submitted PUD Plan and corresponding zoning ordinance (map) change as recommended by the Planning Commission. The City Commission is required to hold two readings of the ordinance change, as well as approve the PUD agreement for the project. The PUD Agreement is essentially a detailed contract between the City of Plymouth and the developer related to the project with provisions for timelines, criteria for certain approvals and the rights and responsibilities of each party. The PUD Agreement must be reviewed and approved by the City Commission. In addition the City Commission must also authorize and direct the City Clerk and the Mayor to sign the PUD.

The City Attorney, Robert Marzano and the administration have reviewed several drafts of the PUD agreement. The most recent draft of the agreement was submitted on Thursday March 17, 2016 by the Developer's Attorney. The administration and City Attorney have not had the opportunity to review this document and would not recommend that the City Commission take any other action than to table this matter (approval of the PUD Agreement) until such time as the administration and City Attorney have the opportunity to fully review and approve the document.