



PLYMOUTH CITY COMMISSION REGULAR MEETING AGENDA

201 S. Main St

Monday, April 4, 2016 - 7:00 p.m.



201 S. MAIN ST., PLYMOUTH, MI 48170

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

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

1) **CALL TO ORDER**

- a) Pledge of Allegiance
- b) Roll Call

2) **CITIZENS COMMENTS**

3) **APPROVAL OF THE AGENDA**

4) **ENACTMENT OF THE CONSENT AGENDA**

- a) Approval of March 21, 2016 City Commission Regular Meeting Minutes
- b) Special Event: National Day of Prayer, May 5, 2016
- c) Special Event: Sun & Snow Kick Butt Event, May 22, 2016
- d) Special Event: Art in the Park, July 8-10, 2016

5) **COMMISSION COMMENTS**

6) **OLD BUSINESS**

- a) Removal of Redundant DTE Street Lights
- b) Starkweather School Planned Unit Development Ordinance - 2nd Reading

7) **NEW BUSINESS**

- a) Starkweather School PUD Agreement
- b) Road Salt Bids - Winter 16-17
- c) Presentation of 2016-17 Budget

8) **REPORTS AND CORRESPONDENCE**

9) **ADJOURNMENT**

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

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

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

City of Plymouth 2016 Goals

- Resolve Last Issues Regarding Dissolution of Plymouth Community Fire Department Agreement (Primarily Pension issues) **Champions: Dalton, Dwyer, 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 21, 2016, 7:00 p.m.

CITY HALL
201 S. Main Street
Plymouth, MI 48170

CALL TO ORDER:

PRESENT: Mayor Pro-Tem Oliver Wolcott, Commissioners Mike Wright, Colleen Pobur, Joe Valenti

ABSENT: Mayor Daniel Dwyer, Commissioners Daniel Dalton, Susie Deal, excused

PROCLAMATION:

Mayor Pro-tem Oliver Wolcott recognized Tyler Melow, from Municipal Services as he enters into the military. He will be leaving in May for the Marine Corp and his grandfather, Dick Melow, worked for the City for many years. Tyler has worked for MSD for one year. Mayor Pro-Tem Wolcott presented Tyler with a token gift from the City and stated that he and Mayor Dwyer and the rest of the City Commission wished him well in his endeavor.

CITIZEN COMMENTS:

David Wilson, a Canton Township resident, was present and indicated he was representing Senior Alliance. He spoke about their programs and provided financial information to the Commissioners. He stated that his organization is required to provide information annually to entities participating in their programs.

Jennifer Chinitz, 679 N. Sheldon, spoke about the Commission possibly considering an overhead crossover for people traveling on foot to downtown and Old Village area.

APPROVAL OF THE AGENDA:

3. A motion was made by Commissioner Colleen Pobur and seconded by Commissioner Mike Wright for approval of the Agenda for Monday, March 21, 2016.

MOTION PASSED

ENACTMENT OF THE CONSENT AGENDA:

- 4a. Approval of March 7, 2016 City Commission Regular Meeting Minutes
- 4b. Approval of February, 2016 Bills
- 4c. Special Event for Susan G. Komen Michigan 3-Day: Aug 7-9, 2016

A motion was made by Commissioner Colleen Pobur and seconded by Commissioner Mike Wright for approval of the Consent Agent, as amended by adding #4c, for Monday, March 21, 2016.

MOTION PASSED

COMMISSION COMMENTS:

Commissioner Colleen Pobur spoke about the letter received from Schoolcraft College President and Board thanking the City of Plymouth for their generous gift of the 1980 Aerial Truck. He stated they were very excited and looking forward to using the vehicle for training experiences for the Fire Academy Program. She also spoke about the MML Press Conference concerning revenue sharing in the State of Michigan with regard to municipalities. She indicated she, the City Manager and the Community Development Director would be traveling to Lansing on Tuesday to attend a session with the Michigan Municipal League concerning this issue and their viewpoints and other information. They have a website set up to provide information and they indicate how much each community has lost. She hopes to get more information at this session and bring back to the board for further discussions.

City Manager Paul Sincock stated this has been an ongoing battle for many years. He hopes that the MML will take this project on and maybe do something about it.

Mayor Pro-tem Oliver Wolcott stated after the City Manager and Finance Director have significant more information they can engage in more detailed discussions.

PUBLIC HEARING:

6a. Proposed Brownfield Plan for Starkweather School –

Mayor Dan Dwyer opened the public hearing at 7:27 p.m. for public comments.

Hearing no further comments, Mayor Dwyer closed the public hearing at 7:28 p.m.

RES. #2016-20

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

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

MOTION PASSED

OLD BUSINESS: None

NEW BUSINESS:

8A. Removal of Redundant DTE Street Lights –

City Manager Paul Sincock and the City Attorney informed the Commission that the vote for this agenda item would require a "Super Majority Vote", and since the whole Commission is not present it is suggested the Commission table it for now.

RES. #2016-21

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.

A motion was made by Commissioner Colleen Pobur and seconded by Commissioner Joe Valenti to table Agenda Item #8a until a date certain.

MOTION PASSED

8b. Purchase of Police Car for 2016 –

RES. #2016-22

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 2015-2016 account 661-000-141.000.

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

MOTION PASSED

8c. Purchase of Police Radios –

RES. #2016-23

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.

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

MOTION PASSED

8d. Grass Cutting Bids –

RES. #2016-24

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

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

WHEREAS, The City did 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.

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

MOTION PASSED

8e. Metro Act Right of Way Permit – 123 Net, Inc. –

RES. #2016-25

WHEREAS, 123. Net, Inc. has applied for a permit to use the City of Plymouth Rights of Way in accordance with the terms of the 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 the 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.

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

MOTION PASSED

8f. Annual Wayne County Maintenance Permit – A-16064 -

RES. #2016-26

At a Regular Meeting of the Plymouth City Commission on Monday, March 21, 2016, the following resolution was offered:

WHEREAS, the City of Plymouth 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.

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the Plymouth City Commission of the City of Plymouth, County of Wayne, Michigan, on March 21, 2016.

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

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

MOTION PASSED

8g. Annual Wayne County Pavement Restoration Permit –A-16119 -

Res. #2016-27

At a Regular Meeting of the Plymouth City Commission on Monday, March 21, 2016, the following resolution was offered:

WHEREAS, the City of Plymouth 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 1 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 resolved 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 names 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

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the City Commission of the City of Plymouth, County of Wayne, Michigan on March 21, 2016.

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

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

MOTION PASSED

8h. Starkweather School PUD – 2nd Reading - Recommendation to Table :

RES. #2016-28

WHEREAS, The Developer of the Starkweather School Planned Unit Development was insistent that the second reading of the Ordinance Amendment for the Starkweather School PUD be placed on the City Commission Agenda; and

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 until a date certain, on April 4th.

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

MOTION PASSED

8i. Starkweather School PUD Agreement – Recommendation to Table ;

RES. #2016-29

WHEREAS, The Developer of the Starkweather School Planned Unit Development was insistent that the PUD Agreement for the Starkweather School be placed on the City Commission Agenda; and

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 until a date certain, April 4th.

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

MOTION PASSED

9. REPORTS AND CORRESPONDENCE: None

10. ADJOURNMENT:

Hearing no further discussion, a motion was made by Commissioner Mike Wright and seconded by Commissioner Colleen Pobur for adjournment of the meeting at 7:53 p.m.

MOTION PASSED

OLIVER WOLCOTT
MAYOR PRO-TEM

LINDA LANGMESSER
CITY CLERK

City of Plymouth
SPECIAL EVENT APPLICATION

ITEM #4.b

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

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

Sponsoring Organization's Legal Name Heartbeat of Plymouth
Ph# (734)420-4986 Fax# N/A Email N/A Website heartbeatofplymouth.com
Address 885 Penniman Ave. #6272 City Plymouth State MI Zip 48170
Sponsoring Organization's Agent's Name Andrew Lenhart Title Pastor
Ph# _____ Fax# _____ Email a7lenhart@yahoo.com Cell# (734)277-9867
Address 44732 Crestmont Dr. City Canton State MI Zip 48187

Event Name National Day of Prayer
Event Purpose To gather people together to pray for our nation.
Event Date(s) Thursday, May 5
Event Times 8am - 7:30pm
Event Location Kellogg Park
What Kind Of Activities? Local pastors leading people in prayer and worship songs
What is the Highest Number of People You Expect in Attendance at Any One Time? 50

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

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)

From 8am - 5pm ^{different local} pastors will be leading people to pray for our nation at the flagpole in Kellogg Park. Usually there are no more than 10 people gathered at any one time during the day. At 6:30pm - 7:30pm there will be a national day of prayer service led by many different local pastors. Usually about 50 people come to this event.

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): First Thursday in May
Next year's specific dates: May 4, 2017

See section 12.13 for license & insurance requirements for vendors

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

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

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

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

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

None

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

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

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

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

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

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

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

3/28/16
Date


Signature of Sponsoring Organization's Agent

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

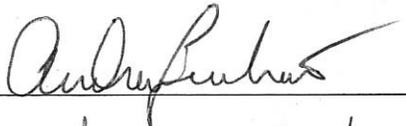
City Manager's Office
City Hall
201 S. Main Street
Plymouth MI 48170

Phone: (734) 453-1234 ext. 203

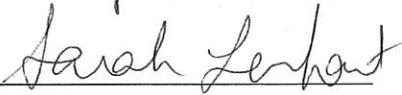
11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

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

Signature 

Date 3/28/16

Witness 

Date 3/28/16

EVENT REVIEW

EVENT NAME: NATIONAL DAY OF PRAYER

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

MUNICIPAL SERVICES:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>CP</u>
\$250 Bathroom Cleaning Fee Per Day of Event?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	
Regular Time Costs: \$ <u>0</u>	Overtime Costs: \$ <u>0</u>	Equipment & Materials Costs: \$ <u>0</u>	
<u>NO SERVICES NEEDED</u>			

POLICE:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>Dec</u>
Regular Time Costs: \$	Overtime Costs: \$ <u>0</u>	Equipment & Materials Costs: \$	
<u>NO SERVICES NEEDED</u>			

FIRE:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>[Signature]</u>
Regular Time Costs: \$	Overtime Costs: \$	Equipment & Materials Costs: \$	
<u>NO SERVICES REQUIRED</u>			

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

DDA:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>SBP</u>
Regular Time Costs: \$	Overtime Costs: \$	Equipment & Materials Costs: \$	
<u>NO SERVICES REQUIRED</u>			

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

APPROVED: _____ NOT APPROVED: _____ DATE: _____

SITE FEE APPLIED TO ALL EVENTS

City of Plymouth
SPECIAL EVENT APPLICATION

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

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

Sponsoring Organization's Legal Name Sun and Snow Sports

Ph# 7346634515 ext 3 Fax# _____ Email andy@sunandsnow.com Website sunandsnow.com

Address 388 S. Main St. City Plymouth State MI Zip 481874870

Sponsoring Organization's Agent's Name ANDY BIRN Title Coordinator

Ph# 7345364590 Fax# _____ Email andy@sunandsnow.com Cell# _____

Address 48936 Kemesaw Ct City Canton State MI Zip 48187

Event Name Kick Butt

Event Purpose Clean and remove litter from the streets of our City to promote the positive active ^{image of a} lifestyle.

Event Date(s) Sunday, May 22

Event Times 9 AM - 6 PM (9-1pm cleaning, picnic 2pm-6pm)

Event Location Throughout downtown and eventually ~~to~~ Garden Club Park

What Kind Of Activities? Cleaning litter using skate/long boards, bikes, scooters as means of transport.

What is the Highest Number of People You Expect in Attendance at Any One Time? 50-60

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

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)

Sun and Snow will provide trash bags, gloves, various other tools to any willing participant. They will collect trash and use skate/long boards, bikes, scooters, skates, or any other self propelled vehicle as means to travel about DTP. We will work with sponsors and aim to get every group to pick up more trash by offering prizes for participation, as well as most trash. While collecting, participants are reminded the importance of helmets, and other safe riding techniques. A thank you picnic will be held at Garden Club park after with donations from local business' encouraging everybody to come back to downtown

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):

*Sunday
last weekend in May (not Mem. Day)*

Next year's specific dates:

See section 12.13 for license & insurance requirements for vendors

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3/14/16
Date


Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

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

Signature Al Bl

Date 3/16/15

Witness [Signature]

Date 3/16/16

EVENT REVIEW

EVENT NAME: Kick Butt

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

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

NO SERVICES NEEDED

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

NO SERVICES NEEDED - RECEIVED MULTIPLE COMPLAINTS REGARDING PARTICIPANTS - THEY ARE NOT TO BE ON SKATEBOARDS IN STREETS IN DOWNTOWN AREA - MUST YIELD TO ALL PEDESTRIANS

FIRE:	Approved <input type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>[Signature]</u>
Regular Time Costs: \$	Overtime Costs: \$	Equipment & Materials Costs: \$	

No Service Required

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

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

NO SERVICES REQUIRED

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

NO SKATES/SKATEBOARDS ON STREETS/SIDEWALKS MUST YIELD TO ALL PEDESTRIANS

APPROVED: _____ NOT APPROVED: _____ DATE: _____

SITE FEE APPLIED TO ALL EVENTS

City of Plymouth
SPECIAL EVENT APPLICATION

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

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

Sponsoring Organization's Legal Name Art In The Park Enterprises, LLC
Ph# 734-454-1314 Fax# 734-454-3670 Email info@artinthepark.com Website www.artinthepark.com
Address P.O. Box 702490 City Plymouth State MI Zip 48170
Sponsoring Organization's Agent's Name Raychel Rork Title President
Ph# 734-454-1314 Fax# 734-454-3670 Email raychel@artinthepark.com Cell# 734-612-4300
Address 575 Irvin City Plymouth State MI Zip 48170

Event Name Art In The Park
Event Purpose Art Show
Event Date(s) July 8-9-10, 2016
Event Times Friday 11:00am-8:00pm Sat 10:00am-7:00pm Sun 10:00am-5:00pm
Event Location Downtown Plymouth - see attached map
What Kind Of Activities? Art booths · Musical Entertainment · Food
What is the Highest Number of People You Expect in Attendance at Any One Time? 3,000
Coordinating With Another Event? YES NO If Yes, Event Name: _____

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)
Art booths
Food Vendors
Musical Entertainment
street chalk mural
childrens Art activities

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

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

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

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

2nd weekend in July

Next year's specific dates:

July 7, 8, 9, 2017

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)

Please see the special event charges from 2015 event. The same services will be needed. We plan to have bathroom attendants again each day for the Gathering.

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

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

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

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

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

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

The City of Plymouth coordinates all Art In The Park parking lot activity.

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

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

3-18-16
Date

Rachel Rove
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

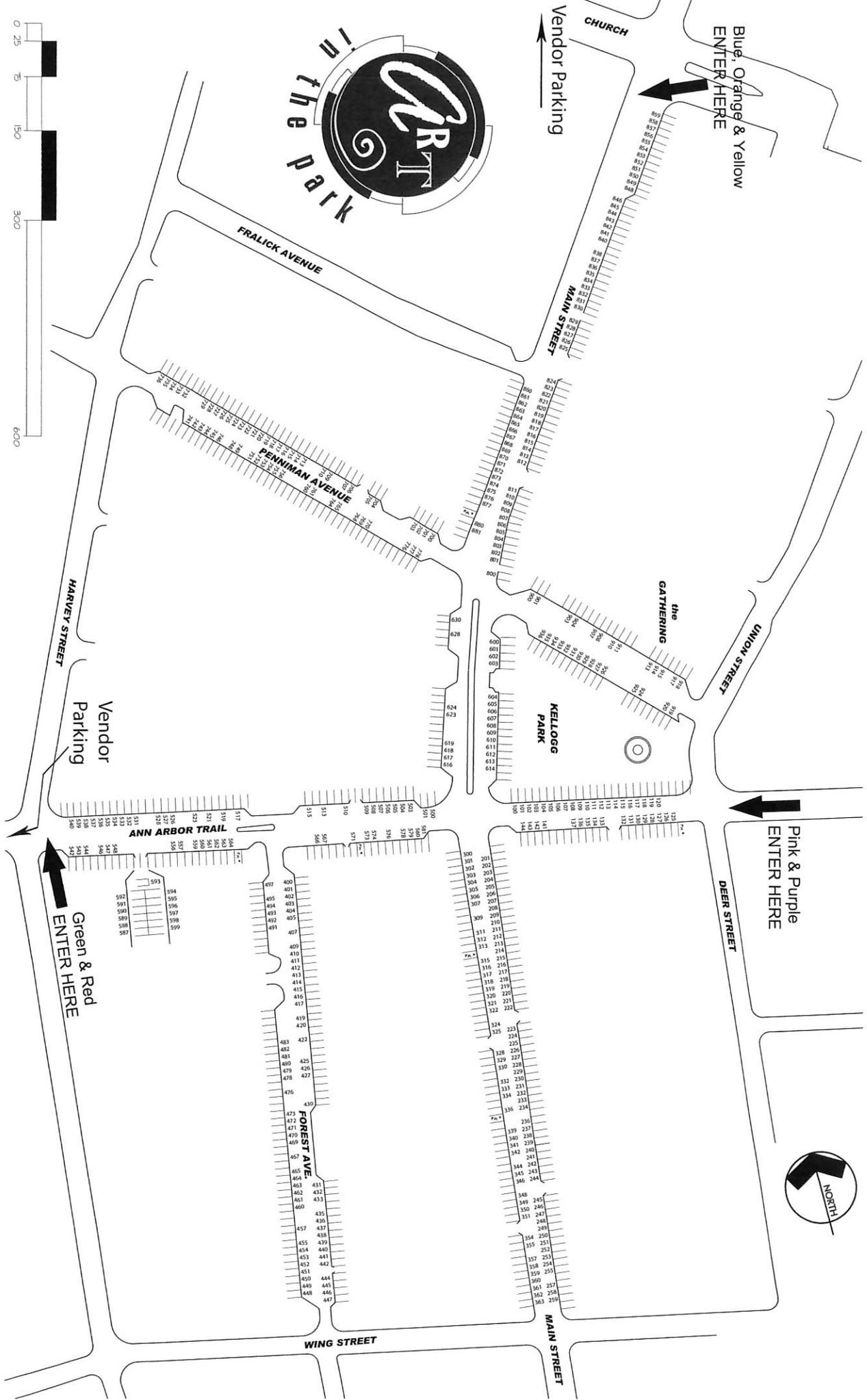
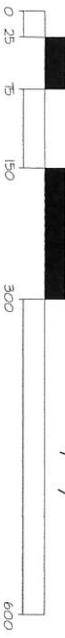
The Art In The Park Enterprises, LLC (*organization name*) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Art In The Park (*event name*)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

Signature Rachael Rusk

Date 3-18-16

Witness Kathleen Dujia

Date 3-18-16



EVENT REVIEW

EVENT NAME: ART IN THE PARK

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

MUNICIPAL SERVICES:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>CP</u>
\$250 Bathroom Cleaning Fee Per Day of Event?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	<u>* 3 DAYS</u>
Regular Time Costs:	\$	Overtime Costs:	\$
		Equipment & Materials Costs:	\$
<u>LABOR \$15,000</u> <u>EQUIP \$4,000</u> <u>SUPPLIES \$2,000</u> <u>VENDORS \$1,750</u>			

POLICE:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>Qec</u>
Regular Time Costs:	\$	Overtime Costs:	\$ <u>APPROX. 6103-</u>
		Equipment & Materials Costs:	\$
<u>3 - COMMAND OFFICERS @ 25 HRS</u> <u>2 - OFFICERS @ 50 HOURS</u> <u>1 - PARKING OFFICER @ 12 HOURS</u>			

FIRE:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>JP</u>
Regular Time Costs:	\$ <u>APPROX 3,450.00</u>	Overtime Costs:	\$
		Equipment & Materials Costs:	\$
<u>6 Firefighters Each Day - 228 hours</u>			

HVA:	Approved <input type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial
Regular Time Costs:	\$	Overtime Costs:	\$
		Equipment & Materials Costs:	\$
<u>Required HVA Bike Team + Gator Team on Site during all show hours</u>			

DDA:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>SBP</u>
Regular Time Costs:	\$ <u>0</u>	Overtime Costs:	\$
		Equipment & Materials Costs:	\$
<u>PLEASE MAKE SURE STORE FRONTS ARE NOT BLOCIED - COMPLAINTS CAME FROM SEVERAL MERCHANTS</u>			

RISK MANAGEMENT:	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"/>		
Class III - High Hazard	<input type="checkbox"/>		
Class IV - Severe Hazard	<input type="checkbox"/>		
CERTIFICATE OF INSURANCE NEEDED PRIOR TO EVENT			
Naming City of Plymouth as 'Additional Insured'			

APPROVED: _____ NOT APPROVED: _____ DATE: _____

SITE FEE APPLIED TO ALL EVENTS

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

ADMINISTRATIVE RECOMMENDATION

To: Mayor & City Commission
From: Paul J. Sincok – City Manager
CC: S:\MANAGER\Sincok Files\Memorandum - Removal of DTE Street Lights on Starkweather 04-04-16.doc
Date: 3/24/2016
Re: Removal of redundant DTE Street Lights

BACKGROUND:

This item is Old Business because the City Commission did not have five members at the last meeting and this particular item needs a minimum of five positive votes. 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. Municipal Services Director Chris Porman has discussed this with the President of the Old Village Association and they are supportive of the project.

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:

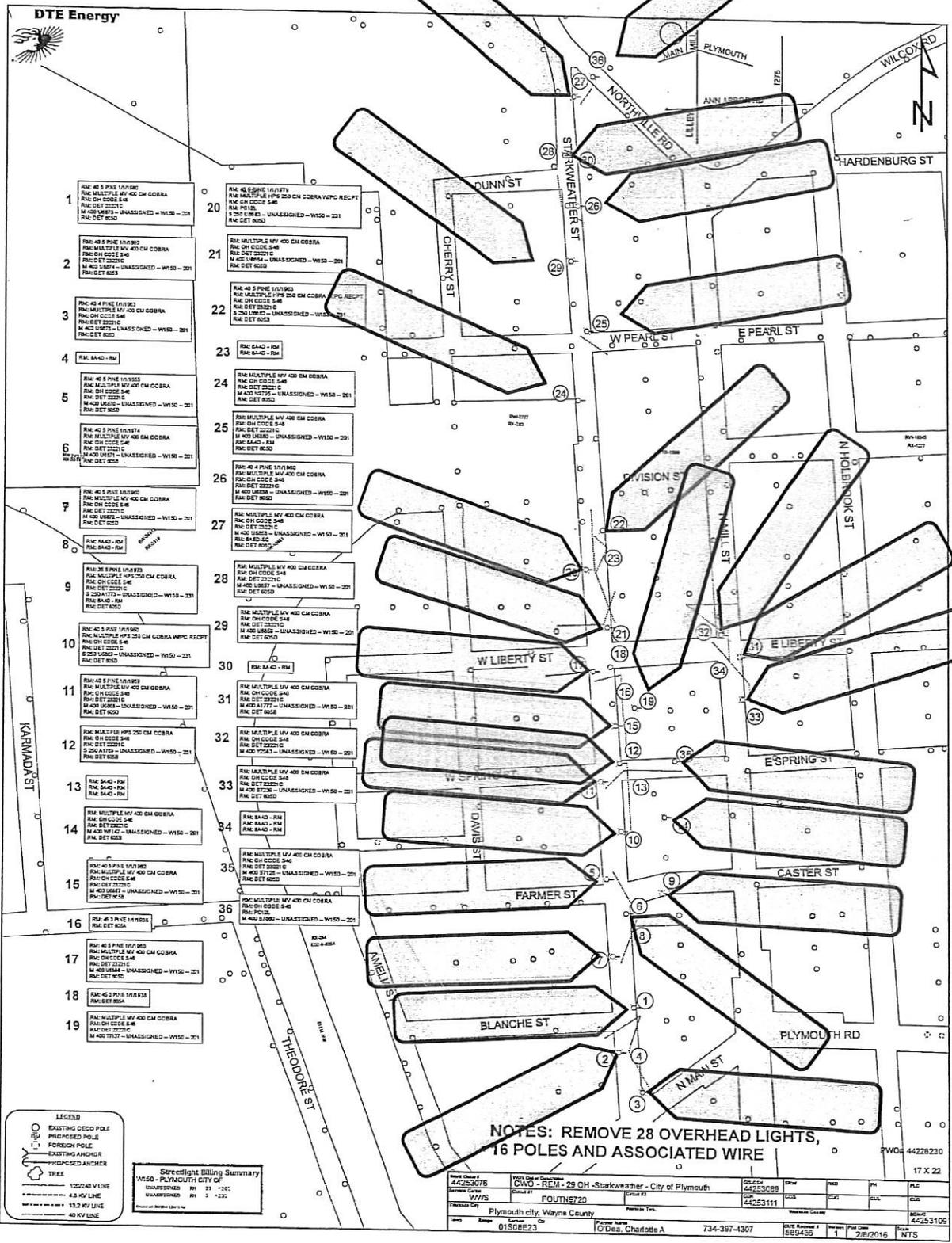
By _____

Name _____
(Print Name)

Accepted:

By _____

Name _____
(Print Name)



DTE Energy

LEGEND

- EXISTING CECO POLE
- PROPOSED POLE
- FOREIGN POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- TREE
- 10000 V LINE
- 4.8 KV LINE
- 13.2 KV LINE
- 40 KV LINE

Streetlight Billing Summary
W150 - PLYMOUTH CITY OF

UNASSIGNED	NR	23	281
UNASSIGNED	NR	5	23

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

Work Order #	44253076	Work Order Comments	CWO - REM - 29 OH - Starkweather - City of Plymouth	GIS-CON	64253089	REV	00	PLN	PLN
Revision	1	Revision Date	12/11/16	GIS-CON	64253111	REV	00	CON	CON
Project Name	WWS	Project No.	FOUTN720	GIS-CON	64253111	REV	00	CON	CON
City	Plymouth City, Wayne County	Project Type		GIS-CON	64253111	REV	00	CON	CON
Created	01/05/2016	Created By	O'Dea, Charlotte A	GIS-CON	64253111	REV	00	CON	CON
Checked		Checked By		GIS-CON	64253111	REV	00	CON	CON
Approved		Approved By		GIS-CON	64253111	REV	00	CON	CON
Print Date	2/8/2016	Printed By	NTS	GIS-CON	64253111	REV	00	CON	CON

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
734-453-1234**

ADMINISTRATIVE RECOMMENDATION

To: Mayor and City Commission
From: Paul J. Sincock – City Manager
CC: S:\MANAGER\Sincock Files\Memorandum - Starkweather School PUD 2nd Reading - 04-04-16.doc
Date: 3/28/2016
Re: Starkweather School Planned Unit Development Ordinance – 2nd Reading

BACKGROUND:

The City has received plans for a proposed Planned Unit Development (PUD) for Starkweather School Property at 550 N. Holbrook. This site is the old Starkweather School Property both on Holbrook and continuing down the hill to the east to incorporate the vacant land. The Planning Commission has had extensive discussion related to this matter. We anticipate that there may be people in attendance on Monday Night to further discuss this matter.

The first reading of the Ordinance Change to PUD was held on October 5, 2015. Since that time we have been working with the Developer to come up with the language for the separate PUD Agreement and to wrap up the Brownfield component of the package.

We have attached extensive background material from the Community Development Director and the Planner. We have also attached a memorandum from John Buzuvis which further outlines this PUD and the process.

This proposed project has gone through extensive review by the Planner and the Planning Commission. After the review, the Planning Commission has recommended this project to the City Commission. There will be a separate action by the City Commission to accept the PUD Agreement, which is the agreement between the Developer and the City related to the steps required in the development of the site.

This action is proposed to be the second and final reading of an Ordinance Amendment, which would change the Zoning Map to indicate PUD Zoning on the old Starkweather School Property as indicated in the attachments.

We have attached a memorandum from Community Development Director John Buzuvis which provides extension background material on this matter.

RECOMMENDATION:

The Planning Commission is recommending the Planned Unit Development Zoning for the property at the Old Starkweather School to the City Commission. It should be noted that there has been considerable discussion at the Planning Commission meetings with the Developer and several interested parties who have property near the site.

We have attached a proposed Resolution that will introduce the Ordinance at its second and Final Reading.

Should you have any questions regarding this matter please feel free to contact either John Buzuvis or myself.

ADMINISTRATIVE RECOMMENDATION

To: Paul J. Sincock, City Manager
From: John Buzuvis, Community Development Director 
CC: S:\DDA\Shared Files\John\Community Development\Starkweather School
Date: 4/1/2016
Re: Starkweather Station PUD Second Reading-Rezoning

BACKGROUND:

As you are aware the City Commission completed a first reading of the rezoning of approximately 8 acres of property commonly referred to as the Starkweather School property located at 550 N. Holbrook. This property is made up of roughly six (6) acres that the developer, Curtis Building, purchased from the Plymouth-Canton school district. An additional approximately two acres have been, acquired from the property adjacent to this property located at 409 Plymouth Rd.

Curtis Building received final PUD Plan approval on August 12, 2015, from the Planning Commission, and the City Commission completed the first reading, for the rezoning to PUD, on October 5, 2015. Since the first reading the administration and City Attorney have worked extensively with the developer to finalize a PUD Agreement. The Commission is required to complete two readings of the ordinance change to PUD as well as approve the final PUD agreement. A public hearing was held at the April 20, 2015 planning Commission to review and take public comments on this proposed rezoning.

Rezoning to a PUD designation is allowed in any zoning classification however, in order to grant an application for a PUD designation a rezoning of the parcel is required upon the recommendation of the Planning Commission and approval of the City Commission.

A PUD approval by the City Commission is in essence an amendment to the zoning ordinance via an amendment to the zoning classification of these parcels on the zoning map. The commission should note that the property is currently zoned RT-1 (two family residential), O-1 (office) and O-2 (office). Upon a second reading and approval by the City Commission of these proposed amendments to the zoning ordinance via map amendments the previously referenced properties will be designated as PUD.

The Commission should note that the applicant responded positively to citizen and Planning Commission feedback and has worked extensively with folks from the Plymouth Preservation Network on plans to restore the existing, historic, School Building into 24 apartment units.

The applicant, Mark Menuck of Curtis Building, plans to refurbish the school building into 24 apartment units and construct 23 single family homes on the remaining property behind the school building. In general, on the exterior, the building will require a significant amount of maintenance and repair to the roof, stone and bricks. Mr. Menuck also plans to install new windows throughout and has begun the application process of having the school building listed on the National Register of Historic Places. The City Commission approved a Brownfield Plan, to reimburse developer costs associated with refurbishing the building, at their March 21, 2016 meeting as recommended by the City's Brownfield Redevelopment Authority Board.

Eligibility for a PUD zoning designation is based on several factors most importantly that "there must be a recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations" (Zoning Ordinance Article XXIV-Chapter 78-311). The refurbishment of the historic structure is considered to be a "public benefit" by the Planning Commission and as such satisfies that ordinance requirement for consideration as a PUD.

In addition to the above mentioned material benefit the applicant has also agreed to provide an easement on the northeast side of the property to be used for a potential future pedestrian connection to Hines Park as an additional "public benefit". The administration has spoken to the Wayne County Parks director and they are willing to consider this connection.

Attached for your information is Article III from the City's Zoning Ordinance regarding amendments to the zoning map, the Planned Unit Development Ordinance, and a draft amended portion of the zoning map. In addition, a sample floor plan of the building and elevations of sample home designs for the single family component of the project are included.

RECOMMENDATION:

At this time staff would recommend that the City Commission review and approve the proposed PUD and resulting zoning change for the parcel located at 550 N. Holbrook (and a portion of 409 Plymouth Rd.).

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

ZONING MAP AMENDMENT INFORMATION

Sec. 78-31. - Zoning maps.

Each area shall be set forth on a map containing such information as may be acceptable to the city commission and showing by appropriate means the various districts into which the area is divided. These maps shall be entitled Zoning Maps of the City of Plymouth, and shall bear the date adopted or amended and it shall be the duty of the mayor and the clerk to authenticate such records by placing their official signatures thereon. All such maps with all explanatory matter thereon, are hereby made a part of this chapter and shall be as much a part of this chapter as if the matters and information set forth thereon were all fully described herein.

(Ord. of 10-6-03)

PUD ZONING ORDINANCE

ARTICLE XXIV. - PLANNED UNIT DEVELOPMENT

Sec. 78-310. - Purpose.

The planned unit development (PUD) is provided as a design and planning option, intended to permit flexibility in the regulation of land development; to encourage innovation in land use, form of ownership (such as site condominiums) and variety in design, layout, and type of structures constructed; to preserve significant natural, historical, and architectural features and open space; to promote efficient provision of public services and utilities; to minimize adverse traffic impacts; to provide adequate housing and employment; to encourage development of convenient recreational facilities; and to encourage the use and improvement of existing sites or existing buildings when the uniform regulations contained in other zoning districts alone do not provide adequate protection and safeguards for the site or its surrounding areas or flexibility to consider adaptive re-use of existing structures.

(Ord. of 10-6-03)

Sec. 78-311. - General authority, criteria.

- (a) A planned unit development (PUD) may be applied for in any zoning district. The grant of a planned unit development application shall require a rezoning by way of amendment of this chapter upon the recommendation of the planning commission and approval of the city commission.
- (b) Any land use authorized in this article may be included in a planned unit development, subject to adequate public health, safety, and welfare protection mechanisms being designed into the development to ensure the compatibility of varied land uses both within and outside the development.
- (c) The applicant for a planned unit development must demonstrate all of the following criteria as a condition to being entitled to planned unit development treatment:
 - (1) Grant of the planned unit development will result in one of the following:
 - a. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations;
 - b. Long-term protection and preservation of natural resources and natural features of a significant quantity and/or quality, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations;
 - c. Long-term protection of historic structures or significant architecture worthy of historic preservation; or
 - d. A nonconforming use shall, to a material extent, be rendered more conforming, or less offensive, to the zoning district in which it is situated.
 - (2) The proposed type and density of use shall not result in an unreasonable increase in the need for or burden upon public services, facilities, roads and utilities.
 - (3) The proposed planned unit development shall be consistent with the public health, safety and welfare of the city.
 - (4) The proposed planned unit development shall not result in an unreasonable negative environmental impact or loss of a historic structure on the subject site or surrounding land.

- (5) The proposed planned unit development shall not result in an unreasonable negative economic impact upon surrounding properties.
- (6) The proposed planned unit development shall be under single ownership and/or control such that there is a single person, corporation, or partnership having responsibility for completing the project in conformity with this article.
- (7) The proposed planned unit development shall be consistent with the goals and policies of the city master plan.
- (8) The proposed use or uses shall be of such location, size, and character as to be in harmony with the zoning district in which it is situated, and shall not be detrimental to the adjoining zoning districts.
- (9) A demonstration that the PUD is not proposed in an attempt by the applicant to circumvent the strict application of zoning standards.

(Ord. of 10-6-03)

Sec. 78-312. - Residential design standards.

- (a) Residential uses shall be permitted with the following maximum density, based upon the zoning district in which the property is situated immediately prior to classification under this article. Land area under water, public road rights-of-way and private road easements shall not be included in the gross density calculation.

District	Maximum Density Permitted (Dwelling Units/Gross Acres)
R-1, one-family residential	One family unit per 7,200 square feet
RT-1, two-family residential	One family unit per 3,500 square feet
RM-1, multiple-family residential	(refer to <u>section 78-191</u>)
RM-2, multiple-family residential	(refer to <u>section 78-191</u>)

- (b) An additional density of up to 25 percent greater than specified above may be allowed at the discretion of the planning commission based upon a demonstration by the applicant of design excellence and conformance to the standards listed in section 78-313.
- (c) The non-residential uses, including parking and vehicular traffic ways, shall be separated and buffered from residential units as required in section 78-206.

(Ord. of 10-6-03)

Sec. 78-313. - General design standards.

- (a) All regulations within the city zoning ordinance applicable to setback, parking and loading, general provisions, and other requirements shall be met in relation to each respective land use in the development based upon zoning districts in which the use is listed as a principal permitted use. In all cases, the strictest provisions shall apply.
- (b)

Notwithstanding subsection (a) of this section, deviations with respect to such regulation may be granted as part of the overall approval of the planned unit development, provided there are features or elements demonstrated by the applicant and deemed adequate by the city commission upon the recommendation of the planning commission designed into the project plan for the purpose of achieving the objectives of this section.

- (c) The uses proposed will have a beneficial effect, in terms of public health, safety, welfare, or convenience, on present and future potential surrounding land uses.
- (d) The uses proposed will not adversely affect the public utility and circulation system, surrounding properties, or the environment.
- (e) The public benefit shall be one which could not be achieved under the regulations of the underlying district alone, or that of any other zoning district.
- (f) The number and dimensions of off-street parking shall be sufficient to meet the minimum required by the ordinances of the city. However, where warranted by overlapping or shared parking arrangements, the planning commission or city commission may reduce the required number of parking spaces.
- (g) All streets and parking areas within the planning unit development shall meet the minimum construction and other requirements of city ordinances, unless modified by city planning commission.
- (h) Landscaping shall be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private property.
- (i) Effort shall be used to preserve significant natural, historical, and architectural features and the integrity of the land, including MDEQ regulated and non MDEQ regulated wetlands or floodplains.
- (j) Thoroughfare, drainage, and utility design shall meet or exceed the standards otherwise applicable in connection with each of the respective types of uses served.
- (k) There shall be underground installation of utilities, including electricity and telephone.
- (l) The pedestrian circulation system, and its related walkways and safety paths, shall be separated from vehicular thoroughfares and ways.
- (m) Signage, lighting, landscaping, building materials for the exterior of all structure, and other features of the project, shall be designed and completed with the objective of achieving an integrated and controlled development, consistent with the character of the community, surrounding development or developments, and natural features of the area.
- (n) Where nonresidential uses adjoin off-site residentially zoned property, noise reduction and visual screening mechanisms such as earthen and/or landscape berms and/or decorative walls, shall be employed in accordance with section 78-206.
- (o) The proposed density of the planned unit development shall be no greater than that which would be required for each of the component uses (measured by stated acreage allocated to each use) of the development by the district regulations of the underlying zoning district.

(Ord. of 10-6-03)

Sec. 78-314. - Procedure for review.

- (a) *Pre-application conference.* prior to the submission of an application for planned unit development approval, the applicant shall meet with the building official, together with any staff and consultants the building official deems appropriate. The applicant shall present at such conference, or conferences, at least a sketch plan of the proposed planned unit development, as well as the

following information: Total size of the project; a statement of the number of residential units, if any; the number and type of nonresidential uses, the size of the area to be occupied by each type of use; the known deviations from ordinance regulations to be sought; the number of acres to be preserved as open or recreational space; and, all known natural features or historic features to be preserved.

- (b) *Preliminary plan.* Following the pre-application conference, the applicant shall submit a preliminary site plan of the proposed planned unit development. A narrative report shall accompany the site plan providing a description of the project, discussing the market concept of the project, and explaining the manner in which the criteria set forth in the preceding design standards has been met. The applicant may request that the planning commission review the preliminary PUD plans under this subsection and final PUD plans under subsection (c) of this section concurrently rather than under two separately phased applications.
- (1) *Information required.* The preliminary site plan for a PUD shall contain at a minimum the following information:
- a. One copy of the preliminary PUD site plan, reduced in size to 8½ by 11 inches, on clear acetate or similar material suitable for use with an overhead projector.
 - b. Sheet size of submitted drawings shall be at least 24 inches by 36 inches, with graphics and scale.
 - c. Plans providing:
 1. The applicant's name;
 2. Name of the development;
 3. The preparer's name and professional seal of architect, engineer, surveyor or landscape architect indicating license in the state;
 4. Date of preparation and any revisions;
 5. North arrow;
 6. Property lines and dimensions;
 7. Complete and current legal description and size of property in acres;
 8. Small location sketch of the subject site and area within ½ mile; and scale of no less than one inch equals 1,000 feet;
 9. Zoning and current land use of applicant's property and all abutting properties and of properties across any public or private street from the PUD site;
 10. Lot lines and all structures on the property and within 100 feet of the PUD property lines;
 11. Location of any access points on both sides of the street within 100 feet of the PUD site along streets where access to the PUD is proposed;
 12. Existing locations of significant natural, historical, and architectural features, existing drainage patterns, surface water bodies, floodplain areas, MDEQ designated or regulated wetlands with supporting documentation and a tree survey indicating the location and diameter (in inches, measured four feet above grade) trees greater than 12 inches in diameter;
 13. Existing and proposed topography at five-foot contour intervals, or two-foot contour intervals (two-foot intervals required for final site plan), and a general description of grades within 100 feet of the site;
 - 14.

Dimensions of existing and proposed right-of-way lines, names of abutting public streets, proposed access driveways and parking areas, and existing and proposed pedestrian and/or bicycle paths;

15. Existing buildings, utility services (with sizes), and any public or private easements, noting those which will remain and which are to be removed;
 16. Layout and typical dimensions of proposed lots, footprints and dimensions of proposed buildings and structures; uses with the acreage allotted to each use. For residential developments: the number, type and density of proposed housing units;
 17. General location and type of landscaping proposed (evergreen, deciduous, berm, etc.) noting existing trees and landscaping to be retained;
 18. Size, type and location of proposed identification signs;
 19. If a multiphase planned unit development is proposed, identification of the areas included in each phase. For residential uses identify the number, type, and density of proposed housing units within each phase;
 20. Any additional graphics or written materials requested by the planning commission or city commission to assist the city in determining the appropriateness of the pud such as, but not limited to: aerial photography; market studies; impact on public primary and secondary schools and utilities; traffic impacts using trip generation rates recognized by the Institute of Transportation Engineers for an average day and peak hour of the affected roadways; impact on significant natural, historical, and architectural features and drainage; impact on the general area and adjacent property; description of how property could be developed under the regulations of the underlying district; preliminary architectural sketches; and estimated construction cost;
 21. An explanation of why the submitted planned unit development plan is superior to a plan which could have been prepared under strict adherence to related sections of this chapter.
- (2) *Planning commission action.* The preliminary plan shall be noticed for public hearing before the planning commission in accordance with section 78-377. Following the hearing, the planning commission shall review the preliminary site plan and shall take one of the following actions:
- a. *Approval.* Upon finding that the preliminary plan meets the criteria set forth in the purpose and intent and this section, the planning commission shall grant preliminary approval. Approval shall constitute approval of the uses and design concept as shown on the preliminary plan and shall confer upon the applicant the right to proceed to preparation of the final plan. Approval of the preliminary plan by the planning commission shall not bind the city commission to approval of the final plan.
 - b. *Approval with changes or conditions.* The planning commission may grant conditional approval subject to modifications as performed by the applicant.
 - c. *Postpone.* Upon finding that the preliminary plan does not meet the criteria set forth in the purpose and intent of this section, but could meet such criteria if revised, the planning commission may postpone action until a revised preliminary plan is resubmitted.
 - d. *Denial.* Upon finding that the preliminary plan does not meet the criteria set forth in the purpose and intent of this section, the planning commission shall deny preliminary approval.

(c)

Final plan. Within six months following receipt of the planning commission comments on the preliminary plan, the applicant shall submit a final plan and supporting materials conforming with this section. If a final plan is not submitted by the applicant for final approval within six months following receipt of planning commission comments, the preliminary plan approval becomes null and void.

- (1) *Information required.* A final site plan and application for a PUD shall contain the following information:
 - a. A site plan meeting all requirements and standards of article XX.
 - b. A separately delineated specification of all deviations from this chapter which would otherwise be applicable to the uses and development proposed in the absence of this article.
 - c. A specific schedule of the intended development and construction details, including phasing or timing.
 - d. A specific schedule of the general improvements to constitute a part of the development, including, without limitation, lighting, signage, the mechanisms designed to reduce noise, utilities, and visual screening features.
 - e. A specification of the exterior building materials with respect to the structures proposed in the project.
 - f. Signatures of all parties having an interest in the property.
- (2) *Planning commission final action.* The planning commission shall review the final site plan and shall take one of the following actions:
 - a. *Approval.* Upon finding that the final plan meets the criteria established in the purpose and intent of this article and this section, the planning commission may grant final approval.
 - b. *Approval with changes or conditions.* The planning commission may grant conditional approval subject to modifications as performed by the applicant as long as the plan meets the criteria established in the purpose and intent of this article and this section.
 - c. *Postpone.* Upon finding that the final plan does not meet the criteria set forth in the purpose and intent of this article and this section, the planning commission may postpone action until a revised plan is submitted.
 - d. *Denial.* Upon finding that the final plan does not meet the criteria set forth in the purpose and intent of this article and this section, the planning commission shall deny final approval.
- (3) *City commission final action.* If the proposed development has been approved or approved with conditions, the planning commission recommendation shall be submitted to and reviewed by the city commission. The city commission shall take one of the following actions:
 - a. *Approval.* Upon finding that the final plan meets the criteria established in the purpose and intent of this article and this section, and any conditions placed by the planning commission, the city commission may grant final approval.
 - b. *Approval with changes or conditions.* The city commission may grant approval and attach additional conditions if the plan meets the criteria established in the purpose and intent of this article and this section.
 - c. *Postpone.* Upon finding that the final plan does not meet the criteria set forth in the purpose and intent of this article and this section, the city commission may postpone action until a revised plan is submitted.
 - d.

Denial. Upon finding that the planning commission has denied the application for final plan and that the application does not meet the criteria set forth in the purpose and intent of this article or this section, the city commission shall deny such application.

- (4) *Reasons for action.* All actions on the preliminary plan or final plan by the planning commission and the city commission shall state the reasons for approval, conditional approval, postponement or denial within the body of the motion.

(Ord. of 10-6-03)

Sec. 78-315. - Conditions.

- (a) Reasonable conditions may be required by the planning commission before the approval of a planned unit development, to the extent authorized by law, for the purpose of ensuring that public services and facilities affected by a proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, protecting the natural environment and conserving natural resources and energy, ensuring compatibility with adjacent uses of land, and promoting the use of land in a socially and economically desirable manner. Permit conditions may be drafted in writing specifying conditions of approval and use. Conditions may stipulate that the PUD may only be used for selective land uses provided the restraints advance, rather than injure, the interests of adjacent landowners; are a means of harmonizing private interests in land thus benefiting the public interest; are for the purposes of ensuring that the PUD fulfills the purposes and intent of this section and thus benefit the public interest; and/or possess a reasonable relationship to the promotion of the public health, safety, and welfare. A change of land use (as defined in section 78-21) during operation of the PUD will render the PUD null and void or will require application for a revised PUD.
- (b) Conditions imposed shall be designed to protect natural resources and the public health, safety, and welfare of individuals in the project and those immediately adjacent, and the community as a whole; reasonably related to the purposes affected by the planned unit development; and, necessary to meet the intent and purpose of this article, and be related to the objective of ensuring compliance with the standards of this article. All conditions imposed shall be made a part of the written record of the approved planned unit development which shall include a site plan and written PUD permit conditions signed by the city and the applicant.
- (c) If the conditions set forth herein are not complied with, then the building official shall have the right to compel a show cause hearing by the planning commission or issue a violation pursuant to article XXIV of this chapter. At the show cause hearing, additional conditions may be imposed by the planning commission or the city may require submittal of a new PUD application.

(Ord. of 10-6-03)

Sec. 78-316. - Phasing and commencement of construction.

- (a) *Phasing.* Where a project is proposed for construction in phases, the planning and designing shall be such that, upon completion, each phase shall be capable of standing on its own in terms of the presence of services, facilities, and open space, and shall contain the necessary components to ensure protection of natural resources and the health, safety, and welfare of the users of the planned unit development and the residents of the surrounding area. In addition, in developments which include residential and nonresidential uses, the relative mix of uses and the scheduled completion of construction for each phase shall be disclosed and determined to be reasonable in the discretion of the city commission after recommendation from the planning commission.

(b)

Commencement and completion of construction. Construction shall be commenced within one year following final approval of a planned unit development and shall proceed substantially in conformance with the schedule set forth by the applicant and in accordance with article II [this article] of this chapter. If construction is not commenced within such time, the planning commission shall take one of the following actions:

- (1) The planning commission may approve a request from the property owner for an extension of the final PUD site plan for a specified period of time, not to exceed one year for each such extension. This request may be granted by the planning commission for good cause if the request is made prior to the expiration of the initial period or any extension thereof.
- (2) The planning commission may approve on their own initiative an extension of the final PUD site plan for a specified period of time, not to exceed one year for each such extension. Such extension shall be granted no later than the first regular meeting following the expiration of the current approval period.
- (3) If neither subsection (b)(1) or (2) of this section is taken, then the final PUD site plan shall be deemed to have expired, and the planning commission shall recommend to the city commission a rezoning of the affected property in accordance with article XXIV.

(Ord. of 10-6-03)

Sec. 78-317. - Effect of approval.

When approved, the planned unit development amendment, with all conditions imposed, if any, shall constitute the land use authorization for the property, and all improvement and use shall be in conformity with such amendment. Notice of adoption of the final PUD site plan and PUD permit conditions shall be recorded with the county register of deeds at the applicant's expense.

(Ord. of 10-6-03)

Sec. 78-318. - Deviations from approved final PUD site plan.

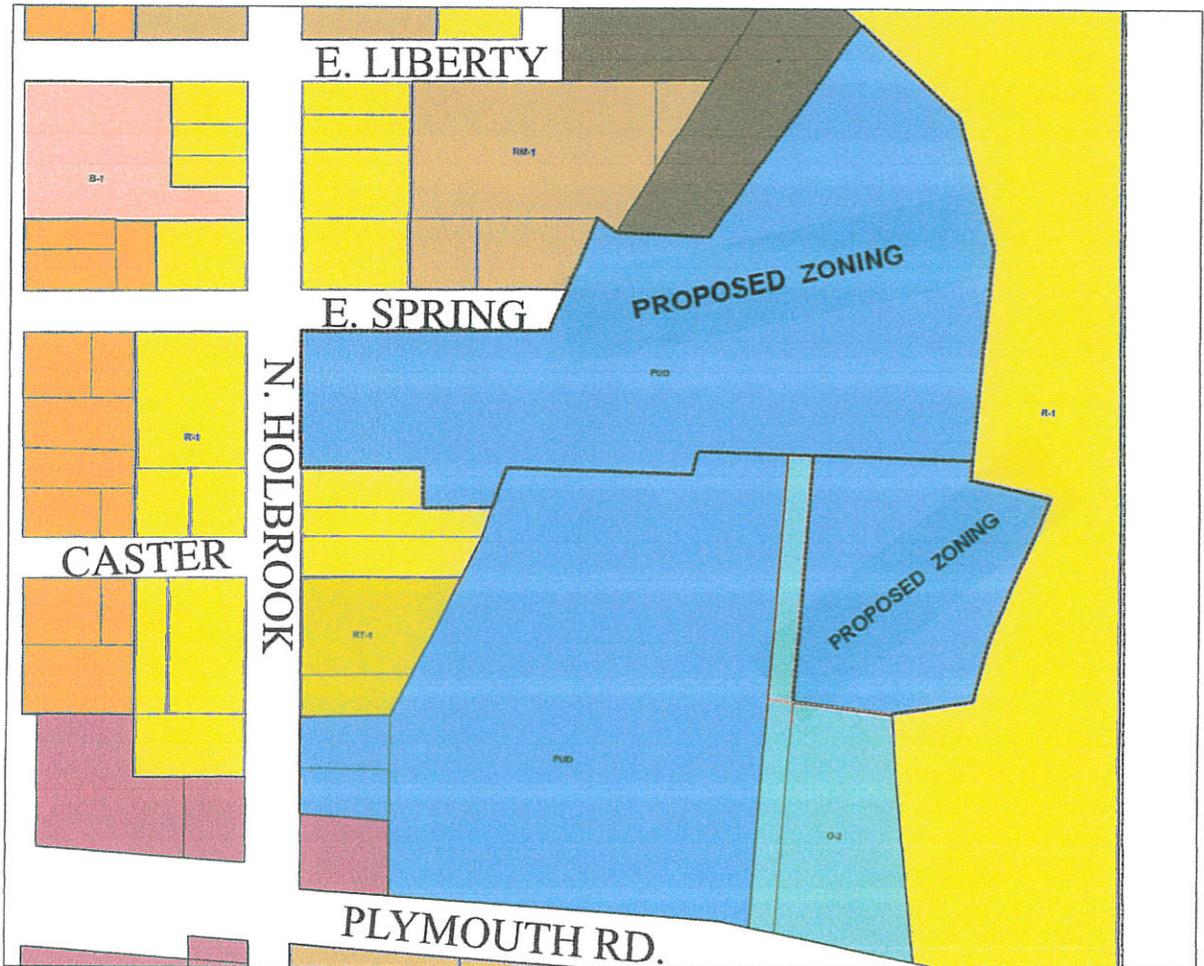
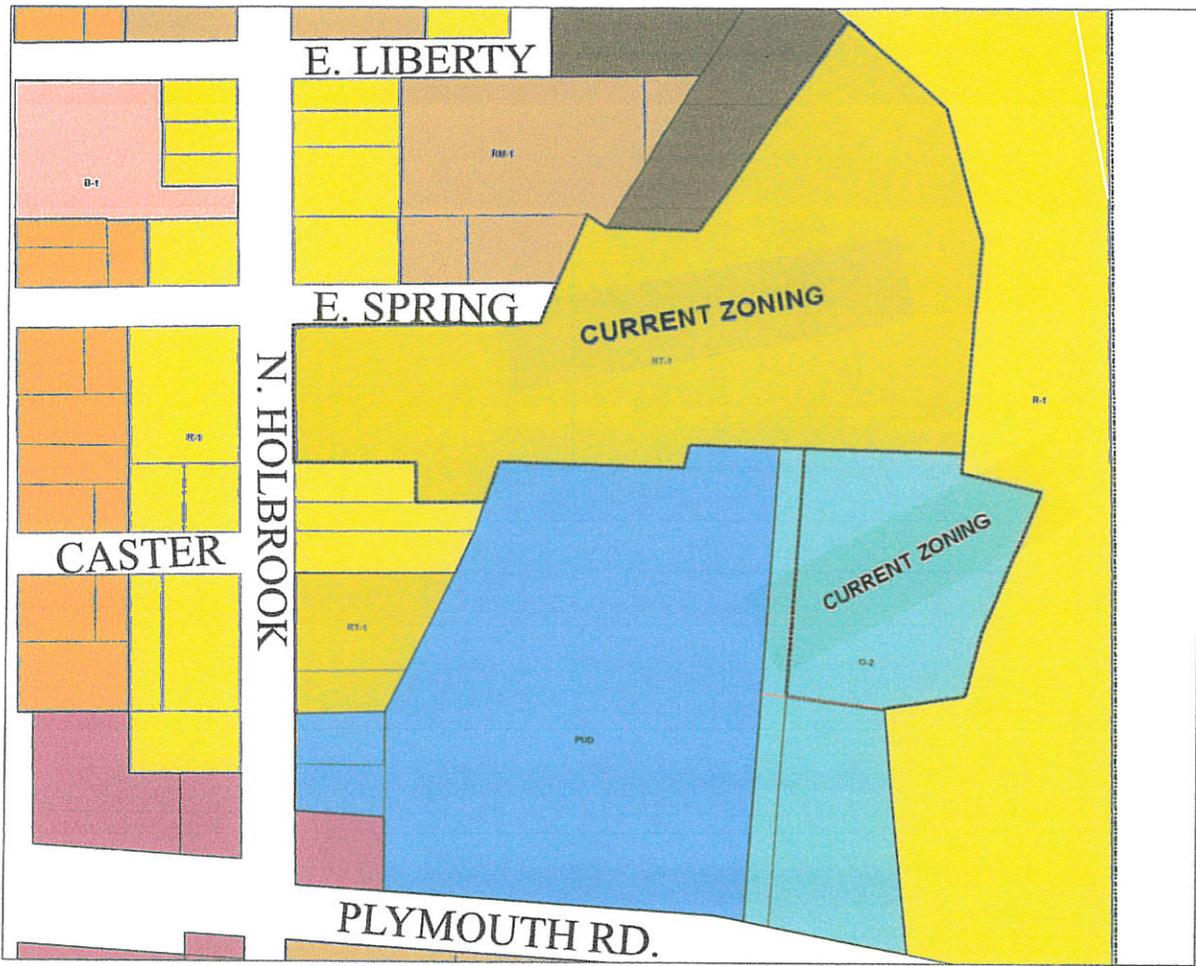
Deviations from the approved final PUD site plan may occur only under the following conditions:

- (1) An applicant or property owner who has been granted final PUD site plan approval shall notify the building official of any proposed amendment to such approved site plan or PUD conditions.
- (2) Minor changes may be approved by the city building official upon certification in writing to the planning commission that the proposed revision does not alter the basic design nor any conditions of the plan imposed upon the original approval by the planning commission. In considering such a determination, the building official shall consider the following to be a minor change:
 - a. For residential buildings, the size of structures may be reduced, or increased by five percent provided that the overall density of units does not increase;
 - b. Square footage of nonresidential buildings may be decreased, or increased by up to five percent or 10,000 square feet, whichever is smaller;
 - c. Horizontal and/or vertical elevations may be altered by up to five percent;
 - d. Movement of a building or buildings by no more than ten feet;
 - e. Designated "Areas not to be disturbed" may be increased;
 - f. Plantings approved in the final PUD landscape plan may be replaced by similar types of landscaping on a one-to-one or greater basis;

- g. Improvements to site access or circulation, such as inclusion of deceleration lanes, boulevards, curbing, pedestrian/bicycle paths, etc.;
 - h. Changes of building materials to another of higher quality, as determined by the building official;
 - i. Changes in floor plans which do not alter the character of the use;
 - j. Slight modification of sign placement or reduction of size;
 - k. Relocation of sidewalks and/or refuse storage stations;
 - l. Internal rearrangement of parking lot which does not affect the number of parking spaces or alter access locations or design;
 - m. Changes required or requested by the city for safety reasons shall be considered a minor change.
- (3) Should the building official determine that the requested modification to the approved final PUD site plan is not minor or if a change in land use has occurred which is different than land uses previously approved, re-submittal to the planning commission shall be necessary and new public hearing and notification under section 78-377 shall be required.
- (4) Should the planning commission determine that the modifications to the final PUD site plan significantly alter the intent of the preliminary PUD site plan, a new submittal illustrating the modification shall be required.
- (5) Any deviation from the approved PUD site plan, except as authorized in this section, shall be considered a violation of this article and treated as a misdemeanor, and subject to article XXIV of this chapter. Further, any such deviation shall invalidate the PUD designation.

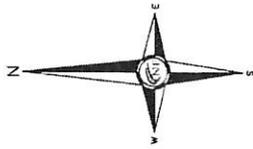
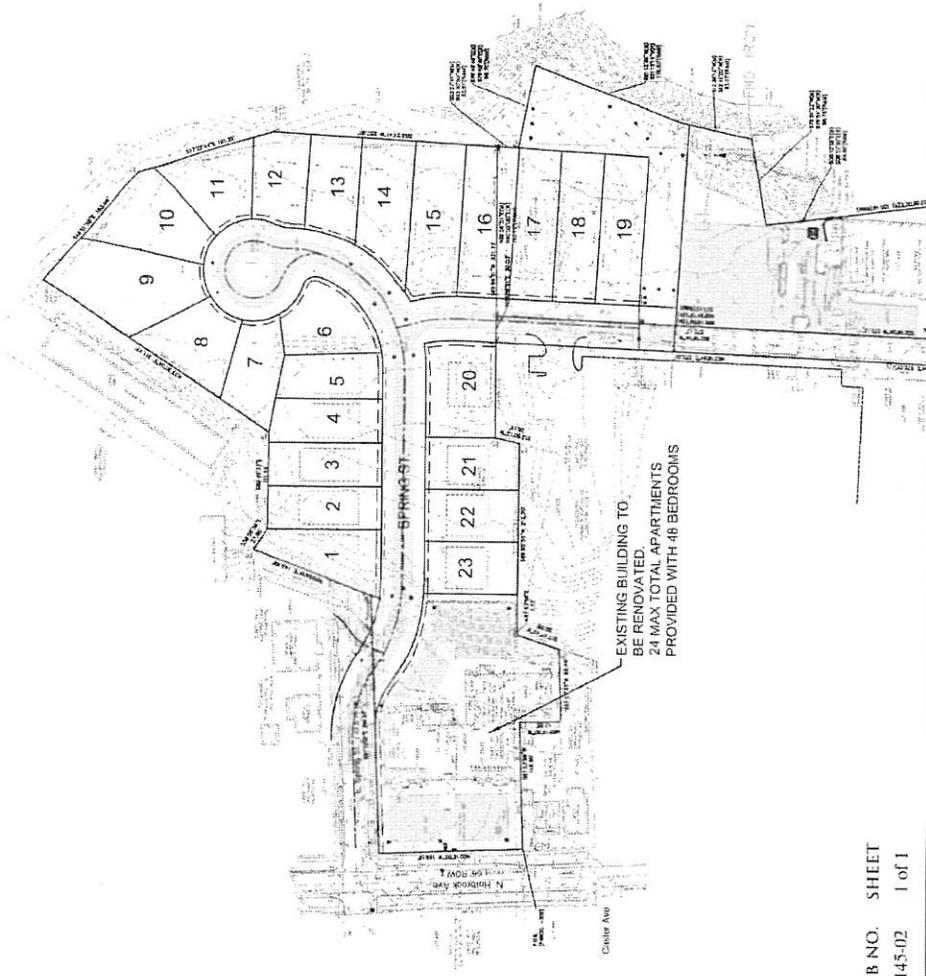
(Ord. of 10-6-03)

PROPOSED ZONING MAP AMENDMENT



SITE PLAN

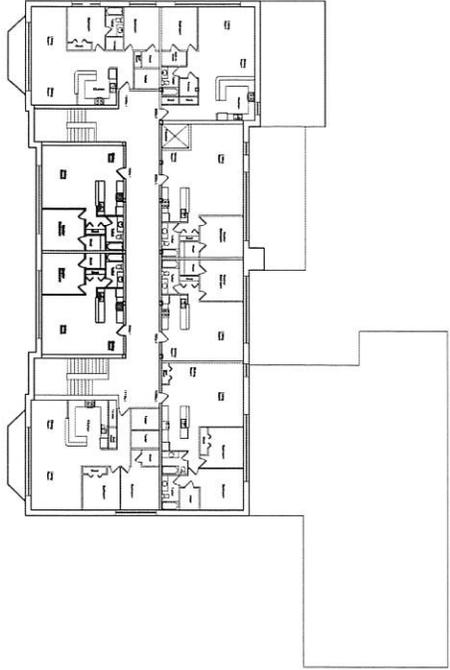
Starkweather Site Plan



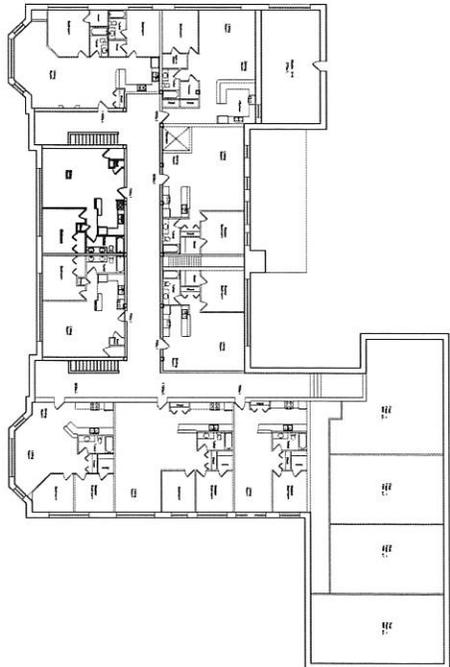
NF
ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL: (248) 332-7931
FAX: (248) 332-8257

SCALE 1" = 160'
DATE 10-02-15
DRAWN R. Johnson
JOB NO. H145-02
SHEET 1 of 1

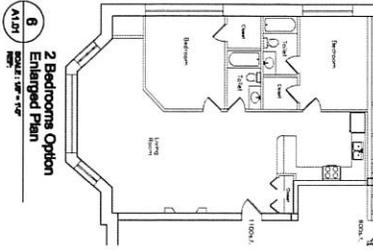
SAMPLE BUILDING FLOORPLAN



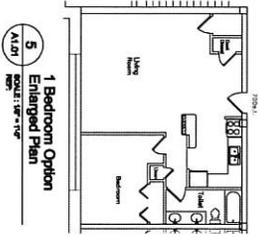
2 Second Floor Plan
A1.01 SCALE: 1/8" = 1'-0"



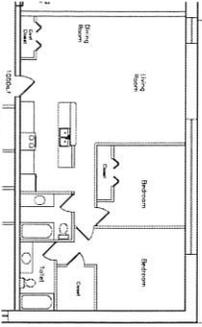
1 First Floor Plan
A1.01 SCALE: 1/8" = 1'-0"



6 2 Bedroom Option Enlarged Plan
A1.01 SCALE: 1/8" = 1'-0"



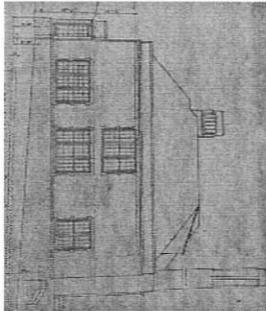
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A1.01 SCALE: 1/8" = 1'-0"



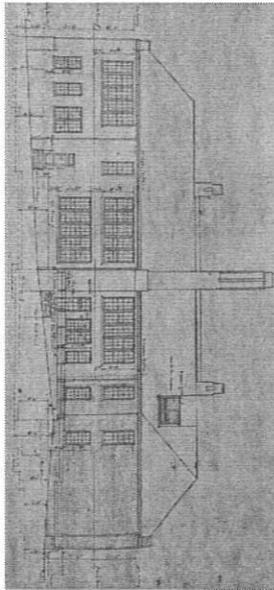
10 2 Bedroom Option Enlarged Plan
A1.01 SCALE: 1/8" = 1'-0"



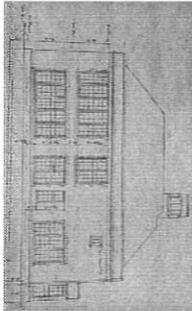
9 1 Bedroom Option Enlarged Plan
A1.01 SCALE: 1/8" = 1'-0"



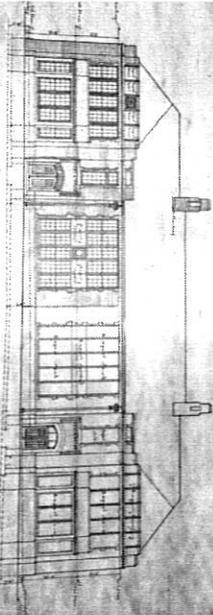
4 Side Elevation (South)
A1.01 SCALE: 1/8" = 1'-0"



3 Rear Elevation (East)
A1.01 SCALE: 1/8" = 1'-0"



8 Side Elevation (North)
A1.01 SCALE: 1/8" = 1'-0"



7 Front Elevation (West)
A1.01 SCALE: 1/8" = 1'-0"

Project Title	Starkweather School
Floor Plans	Floor Plans
Details, and Elevations	Details, and Elevations
Scale	As Shown
Sheet Number	A1.01
Date	2011.02.02

Project	Starkweather School
Address	550 North Holbrook
City	Plymouth, Michigan
State	MI
Country	USA

**Starkweather School
Loft Conversion**
550 North Holbrook
Plymouth, Michigan

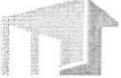
Contractor	
Construction Manager	
Architect	

**ADDISIGN
ARCHITECTS**
3000 Franklin
Canton, MI 48801
313.487.2000
addesign.com
addesign@addesign.com

SAMPLE HOME ELEVATION



Elevation A

 MARTINI SAMARTINO DESIGN GROUP
820 EAST LONG LAKE RD. SUITE 200 TROY MI 48065 P. 248.224.9445 F. 248.224.9447
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SAMPLE HOME ELEVATION



Elevation A


MARTINI SAMARTINO DESIGN GROUP
800 EAST LONG LAKE RD. SUITE 200 TROY MI 48065 P. 248.524.0445 F. 248.524.0447
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RESOLUTION

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

WHEREAS The City Commission of the City of Plymouth has had a First and Second Reading of the proposed PUD located at 550 N. Holbrook, and

WHEREAS The City Commission is aware that the City of Plymouth Planning Commission has granted preliminary and final PUD approval to Curtis Building-Plymouth, LLC. for the Starkweather School PUD which would require a rezoning from RT-1 (Two Family Residential), O-1 (Office) and O-2 (Office) to PUD, and

WHEREAS The PUD Plan as approved meets the requirements for rezoning including the provision of a public benefit as satisfied by the preservation and refurbishment of the nearly 90 year old Starkweather School into up to 24 apartments,

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the proposed amendment, to PUD, to the Zoning Ordinance via the amended Zoning Maps of the City of Plymouth for the parcel located at 550 N. Holbrook currently zoned RT-1, O-1 and O-2 to PUD on the zoning maps 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 - Starkweather School PUD Agreement 04-04-16.doc
Date: 3/28/2016
Re: Starkweather School PUD Agreement

BACKGROUND:

With the approval of any new Planned Unit Development Zoning, we need to adopt an agreement that defines the project and the expectations of both parties. The City Attorney and City Planner have reviewed the attached agreement for the City Commission. The developer's attorney has also reviewed the material.

The PUD Agreement is the final step needed in order to move the project forward. As the City Commission is aware a PUD is an understanding between the City and the developer as to what the project will finally be when completed. The PUD Agreement outlines the terms of construction as well as sequence of construction. This agreement requires that work be substantially completed on the School Building prior to the developer being able to sell any of the 23 single family homes scheduled for construction. The attached memorandum from Community Development Director John Buzuvis will provide additional background information on the agreement.

RECOMMENDATION:

The agreement has been reviewed by the City Attorney's Office and the City Planner; based on that review we are recommending approval. The proposed agreement has been attached as well as a proposed Resolution for the City Commission to consider regarding this matter.

We anticipate that the Developer will be on hand on Monday night and John Buzuvis will also be on hand to answer any specific question that you may have. As always; 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: 3/28/2016
Re: Starkweather School PUD Agreement

BACKGROUND:

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 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 part of the PUD rezoning process, in addition to approval of the PUD Plan, the City Commission must review, approve and direct the City Clerk and the Mayor to sign the project PUD Agreement which is essentially a contract between the City and the Developer related to the specifics for this particular project. This agreement outlines items such as the "public benefits" associated with the project, time frame for the project, infrastructure information, rights of each party, amendments to the plan and other similar details. The City Commission should note that this rezoning, PUD Plan and PUD Agreement run with the land and are binding on any future property owners.

The City Attorney, Planner and Administration have reviewed and, after several revisions, approved the attached PUD Agreement. The Planning Commission has also reviewed the document and offered feedback. The focus of the Planning Commission was to insure that the developer significantly completes the rehabilitation of the school prior to being able to sell any of the 23 single family homes constructed as part of the project. Specifically, the developer is required, per the PUD Agreement, to attain Certificates of Occupancy for a minimum of 75% of the apartments in the School building as well as for all of the common areas (hallways, elevators, entranceways etc.) as well.

Attached for your reference is a copy of the proposed PUD Agreement as approved by the Developer, Planner, and the City Administration and Attorney. The approval of this Agreement by the City Commission as well as the PUD Plan will be the final steps in the rezoning process for the developer.

RECOMMENDATION:

The administration recommends that the City Commission review, approve and direct the Mayor and City Clerk to sign the PUD Agreement for the Starkweather School project.

Attached is a draft resolution for the commission to consider. 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: 4/1/2016
Re: Starkweather School PUD Agreement

BACKGROUND:

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 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 part of the PUD rezoning process, in addition to approval of the PUD Plan, the City Commission must review, approve and direct the City Clerk and the Mayor to sign the project PUD Agreement which is essentially a contract between the City and the Developer related to the specifics for this particular project. This agreement outlines items such as the "public benefits" associated with the project, time frame for the project, infrastructure information, rights of each party, amendments to the plan and other similar details. The City Commission should note that this rezoning, PUD Plan and PUD Agreement run with the land and are binding on any future property owners.

The City Attorney, Planner and Administration have reviewed and, after several revisions, approved the attached PUD Agreement. The Planning Commission has also reviewed the document and offered feedback. The focus of the Planning Commission was to insure that the developer significantly completes the rehabilitation of the school prior to being able to sell any of the 23 single family homes constructed as part of the project. Specifically, the developer is required, per the PUD Agreement, to attain Certificates of Occupancy for a minimum of 75% of the apartments in the School building as well as for all of the common areas (hallways, elevators, entranceways etc.) as well.

Attached for your reference is a copy of the proposed PUD Agreement as approved by the Developer, Planner, and the City Administration and Attorney. The approval of this Agreement by the City Commission as well as the PUD Plan will be the final steps in the rezoning process for the developer.

RECOMMENDATION:

The administration recommends that the City Commission review, approve and direct the Mayor and City Clerk to sign the PUD Agreement for the Starkweather School project.

Attached is a draft resolution for the commission to consider. Should you have any questions in advance of the meeting please feel free to contact me.

DRAFT FINAL PUD AGREEMENT

CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the "PUD Agreement") is made and entered into on this ___ day of _____, 2016, by CURTIS-PLYMOUTH LLC, a Michigan limited liability company, whose address is 990 Pierce, Birmingham, Michigan 48009 (referred to as "Developer"), and the CITY OF PLYMOUTH, a Michigan municipal corporation, with its principal address at 201 S. Main Street, Plymouth, Michigan 48170 (referred to as "City").

RECITATIONS:

Developer is or will be the owner of, and must produce proof of the same, certain real property consisting of approximately eight (8) acres situated in the City of Plymouth, County of Wayne, and State of Michigan, more particularly described on attached **Exhibit A** and commonly known as 550 N. Holbrook (referred to as the "Property"). Developer desires to develop the Property as (a) the re-purposing of the existing Starkweather School building into a twenty four (24) unit multi-family residential apartment building (the "School"); (b) a twenty three unit single-family residential development; (c) open space areas, and (d) all related infrastructure and amenities, all to be known as "Starkweather School" (collectively, the "Project").

Developer desires to develop the Property as a planned unit development ("PUD") in accordance with the provisions of the City's Zoning Ordinance (the "Zoning Ordinance") entitled "Planned Unit Development", being Article XXIV of the Zoning Ordinance.

Developer submitted a preliminary PUD plan (the "Preliminary PUD Plan") for review and approval by the City and its planner, Carlisle Wortman Associates, Inc. (the "City Planner"), which was reviewed by the Planning Commission on a preliminary basis at its meeting on March 11, 2015. Thereafter, on April 20, 2015, the City's Planning Commission held a public hearing to discuss the Project, and approved the Preliminary PUD Plan on July 8, 2015.

On August 12, 2015, the City Planning Commission, in strict compliance with the Zoning Ordinance and with Act 110 of the Public Acts of 2006, as amended, approved the Final PUD Plan as revised, finding that such approval properly achieved the purposes of the Zoning Ordinance, including the encouragement of innovation in land use, the preservation of open space, the minimization of development impact upon important environmental features, long-term protection of historic structures or significant architecture worthy of historic preservation,

the provision of a less intensive use than allowed under current zoning, the promotion of efficient provision of public services and utilities, the reduction of adverse traffic impacts, and the provision of adequate housing and employment.

The City has found and concluded that the uses and future development plans and conditions shown on the approved Final PUD Plan for the Project are reasonable and promote the public health, safety and welfare of the City, and that they are consistent with the plans and objectives of the City and consistent with surrounding uses of land.

Developer has submitted final PUD site plans (collectively, the “Final PUD Plans”) to the City Commission for review and final approval. The Final PUD Plans consist of (i) engineering plans prepared by Nowak & Fraus and being Job No. H145-02 dated December 16, 2015.

NOW, THEREFORE, Developer and City, in consideration of the mutual promises and covenants contained in this Agreement, HEREBY AGREE AS FOLLOWS:

ARTICLE I GENERAL TERMS OF AGREEMENT

- 1.1 The City and Developer acknowledge and represent that the recitations set forth above are true, accurate and binding.
- 1.2 The City acknowledges and represents that this Agreement may be relied upon for future land use and development of the Property by Developer’s heirs, successors, assigns and transferees.
- 1.3 The Final PUD Plan for the Property, attached as **Exhibit B**, has been duly approved by the City in accordance with all applicable City ordinances, and depicts the land uses which will be permitted and which may be developed on the Property. All formal actions necessary or expedient to carry out this Agreement shall be taken by the parties without undue delay.
- 1.4 Except as specifically provided for in this Agreement, the Final PUD Plans will comply with applicable Zoning Ordinance requirements. However, at the time of review of respective site plans for the development of various portions of the Property, deviations or modifications from ordinance regulations may be agreed upon by the City and the Developer of the Property, subject to the terms and conditions of this PUD Agreement and the City of Plymouth Zoning Ordinances, including, but not limited to, Section 78-318. The Preliminary PUD Plan and the Final PUD Plan shall collectively be referred to herein as the “PUD Plan”.
- 1.5 The PUD Plan for the Property identifies the location and configuration of the authorized land-uses that may be developed on the Property, or those that must remain undeveloped.

1.5.1. Developer shall not be entitled to make a modification which increases the impact upon adjoining properties or facilities without the approval of City as provided by City Ordinance Article XXIV Sec. 78-318.

1.5.2 In those instances in which Developer desires to obtain a modification of the PUD Plan for the Property, any such modification or deviation must be done in accordance with the City of Plymouth Zoning Ordinances, including, but not limited to, Section 78-318.

ARTICLE II

LAND USE AUTHORIZATION AND STANDARDS FOR THE PROPERTY

2.1 The Planned Unit Development reflects the change in the zoning for the Property from RT-1, Two-Family Residential, O-1 Office and O-2 Office to Planned Unit Development and shall include a land use authorization for the following uses, as set forth on the PUD Plan for the Property:

RM-2 – Multiple-Family Residential District
R-1 – One-Family Residential District

2.2 The number of residential units and other components to be permitted on the Property shall be as follows (all as shown on the PUD Plan for the Property):

- RM-2 Multiple-family Residential District – a twenty four (24) unit Multiple-family apartment building from the repurposed Starkweather School;
- R-1 – One-Family Residential District – a twenty three unit (23) single-family detached residential development intended for occupancy as single family residences;

2.3 The Property shall only be used for multi-family and single-family residential purposes, including such amenities as may be constructed by Developer in accordance with the Final PUD Plan, including but not limited to, laundry and mail facilities, maintenance and storage garage, apartment storage lockers and in accordance with the ordinances of the City of Plymouth.

2.4 The elements of the Project shall consist of up to (a) twenty four (24) One-bedroom units, Two-bedroom units and Three-bedroom units with a ratio of units/rooms not to exceed the total number of surface parking spots provided of 48 as approved on the final PUD plan; and (b) twenty three (23) single-family detached residential dwellings; (c) underground storm retention , which will include open space; (d) sidewalks; and (e) related infrastructure and amenities. Additional specifications applicable to the Project are:

ENTIRE PROJECT

Site Area	8+/- acres
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MULTI-FAMILY RESIDENTIAL

Building Height	Existing
Setbacks: Front	74.9 feet along Holbrook Road (existing) 6.4 to 9.7 feet on Spring
Side (least one)	6.8 feet to 10.3 feet (existing)
Rear	+25 feet (actual – 80.9 feet, existing)
Parking Regular	48spaces (including Barrier-free spaces)
Barrier-free	2spaces

SINGLE FAMILY DETACHED DWELLINGS

Building Height	2 stories maximum 25 feet
Lot size	Unit 1 Approximately 7,216 square feet Unit 2 Approximately 6,464 square feet Unit 3 Approximately 6,453 square feet Unit 4 Approximately 6,304 square feet Unit 5 Approximately 6,035 square feet Unit 6 Approximately 7,332 square feet Unit 7 Approximately 6,326 square feet Unit 8 Approximately 7,691 square feet Unit 9 Approximately 12,728 square feet Unit 10 Approximately 9,105 square feet Unit 11 Approximately 7,442 square feet Unit 12 Approximately 6,483 square feet Unit 13 Approximately 6,834 square feet Unit 14 Approximately 8,667 square feet Unit 15 Approximately 10,634 square feet Unit 16 Approximately 10,362 square feet Unit 17 Approximately 8,579 square feet Unit 18 Approximately 8,528 square feet Unit 19 Approximately 8,478 square feet Unit 20 Approximately 8,873 square feet Unit 21 Approximately 6,393 square feet Unit 22 Approximately 6,480 square feet Unit 23 Approximately 6,480 square feet
Lot width (at street)	Unit 1 Approximately 63 feet Unit 2 Approximately 50 feet Unit 3 Approximately 50 feet Unit 4 Approximately 50 feet Unit 5 Approximately 53 feet

- 3.4 The PUD Plan contemplates that the Developer will complete the School portion under the following terms and conditions:

Until both 1) all safety and health items inside the existing building are completed; and 2) a Certificate of Occupancy is issued by the City for at least seventy five (75%) of the proposed units in the existing building, the Developer shall not transfer the R-1, or a portion thereof, improvements constructed or being constructed thereon or any interest therein, without the prior written consent of the City, except for an assignment of the Developer's interest in this PUD for security purposes only to a construction lender or permanent lender. After a Certificate of Occupancy is delivered by the City to the Developer, any transfer involving a lot split or land division shall be governed by Michigan Law

- 3.5 Developer shall install a masonry wall, with stone cap, adjacent to the proposed parking lot and the residential dwelling immediately to the east (542 N. Holbrook)

ARTICLE IV UTILITIES AND SITE IMPROVEMENTS

- 4.1 Each principal and accessory building within the PUD intended for occupancy shall be connected to public water and sanitary sewer systems, as approved by the City, Wayne County and the appropriate State authorities. Easements for maintenance repair and replacement shall be granted by the Developer as requested or as necessary to the appropriate agencies, and the water and sanitary sewer systems shall be accessible for such purposes, including the provision of ingress and egress. The fees for water connection and sewer connection shall be paid at the prevailing rate and in the customary manner, at the time of application for a building permit(s) for each building shown on the PUD Plan.
- 4.2 To the extent practicable, all electric, natural gas, telephone, cable, water, sewer and other utility and communication systems shall be placed underground in accordance with the requirements of the applicable utility provider and applicable, State, local and Federal laws. Easements for maintenance, repair and replacement shall be granted by the Developer as requested or as necessary to the appropriate utility providers, including the provision of ingress and egress.
- 4.3 Developer shall provide a complete lighting system for the Project, including pole-mounted and wall-mounted fixtures, in the size, location and type as shown on the PUD Plan. Developer shall also provide a photometric analysis of all property lines to ensure reasonable light levels at the Property lines. This lighting plan and analysis has already been approved by the City (or its consultants).
- 4.4 Project signage was not provided on the PUD Plan. Any identification signs for the project must be applied for and approved by the City or the City Planner and meet the requirements of the Zoning Ordinance.

ARTICLE V

ROADS, DRIVES AND SIDEWALKS

- 5.1 An internal system of private drives and sidewalks, including the parking lot with associated striped parking spaces, serving all components of the multi-family portion of the Project will be established as shown on the PUD Plan. The construction and costs of all internal drives and sidewalks, including the parking lot, parking spaces, sidewalk into the park, and the sidewalk that runs along N. Holbrook and Spring Streets are to be installed as set forth in the PUD Plan and shall be the sole obligation of the Developer. Maintenance and repair of all internal drives and sidewalks shall also be the obligation of the Developer, its successors or assigns. All internal private drives and sidewalks, including the parking lot shall meet the requirements of the PUD Plan and as described in this Agreement. All internal drives and sidewalks, including the parking lot, sidewalk fronting N. Holbrook shall be maintained, by the developer, its successors or assigns, in good condition on a regular basis to maximize the useful life of the drives, sidewalks and parking lot, and to minimize repair and replacement costs.
- 5.2 With respect to the multi-family portion of the Project, Developer, as owner of the multi-family (and including any subsequent owner of the multi-family building) (either such party being the “Multi-family Owner”), shall be responsible for the ongoing operation, maintenance and repair of the internal system of sidewalks, drives, and parking spaces to be established within the Multi-family project. The Multi-family Owner shall maintain the sidewalks, drives and parking spaces in good condition at all times. There shall be no requirement to establish an association of tenants within the Apartments to participate in the costs of operation, maintenance and repair of the sidewalks, drives and parking spaces since the Multi-family Owner will be able to fund these costs through rents charged to tenants. However, the Multi-family Owner shall be subject to the enforcement rights of the City as described in Section 5.3 herein, to assure that the Multi-family Owner carries out its responsibilities with regard to ongoing maintenance, repair and replacement of the sidewalks, drives and parking spaces within the multi-family.
- 5.3 In the event that Developer (so long as Developer owns any portion of the Property), or the Multi-family Owner, as applicable, shall at any time fail to carry out its responsibilities in regard to maintenance, repair, and replacement of the private internal drives and sidewalks, including the parking lot, the City may serve written notice upon the Developer or Multi-family Owner, as applicable, setting forth the deficiencies in maintenance, repair or replacement. The notice shall also set forth any demand that the deficiencies be cured within a stated reasonable time period. If the City shall determine that maintenance, repair or replacement have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter upon the Property, and perform such maintenance, repair or replacement as reasonably found by the City to be appropriate. The City’s costs of performing any such maintenance or cure, together with a surcharge equal to twenty five (25%) percent to cover administrative costs, shall be assessed to the owner of the Property at the time

such maintenance or cure is performed, placed on the next City tax roll as a special assessment, and collected in the same manner as general property taxes.

ARTICLE VI SINGLE FAMILY HOMES

- 6.1 Developer intends to construct, or have constructed, single-family residential dwellings on the portion of the Property designated for single-family homes as shown on the PUD Plan (the “Single Family Sites”).
- 6.2 All single-family residential detached dwellings on the Single-Family sites shall conform to the provisions of this PUD, and applicable Zoning Ordinances, subject to the terms of of this PUD Agreement, and the City’s construction code that are applicable to single-family homes, including parking, building height, width and setbacks (and as may be set forth in Article II above). Where there are conflicting provisions, this PUD Agreement shall precede and control over Zoning Ordinances.
- 6.3 Front facing garages attached to the residences shall not be permitted. Notwithstanding the foregoing, units 1, 6-16 and 20-23, shall be allowed to have a front facing, attached garage along the front façade, under the following requirements:
 - 6.3.1 The front plane of the garage shall be set back an additional 5 feet from the front elevation of the structure (for a minimum of 30 feet from the front setback) for attached garages;
 - 6.3.2 The garage width shall be less than 50% of the overall width of the house;
 - 6.3.3 There shall be two (2) single-car doors instead of one (1) two-car door;
 - 6.3.4 At least one architectural feature shall include a) pillars/posts on each side of the garage; b) a trellis in front of, and over, the garage; or c) dormers over the garage, if there is living space over the garage.
 - 6.3.5 Referencing Lot 6 any and all side windows to be offset so as to preclude neighbors from looking into each other’s windows
- 6.4 All units shall have at least one deciduous canopy tree of a species listed in the Zoning Ordinance with a minimum caliper of 2.5 inches, which shall be placed in the right-of-way in front of each unit.
- 6.5 A sign shall be installed at the south end of the roadway connecting to the private drive at 409 Plymouth that states “Private Drive”. A second sign shall also be installed at this location that states “Do Not Enter Emergency Vehicles Only.”
- 6.6 A dedicated 20 foot wide easement shall be granted to the City on the north east portion of the property as designated on sheets SP1 and SP2 in the final site plan to provide public pedestrian and bicycle access to and from Hines Park.

ARTICLE VII MODIFICATION

- 7.1 Neither this Agreement nor the PUD Plan may be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement, or any successors of the parties hereto. However, the City retains all rights set forth in its Zoning Ordinances, including, but not limited to, those set forth in Article XXIV, Section 78-318. Developer and City shall together be entitled to modify, replace or amend this Agreement, with the consent of Developer's mortgagee, but without the consent of any other person or entity, regardless of whether such person or entity now or hereafter has any interest in any part of the Property, including subsequent purchasers, or their tenants, their mortgagees or others. Any such amendment or modification shall be approved by resolution of the City commission, memorialized by written instrument executed by the Mayor, City Clerk and Developer, and recorded with the Wayne County Register of Deeds. If the Developer desires to obtain a modification of the final PUD Plan, any such modification or deviation must be done in conformance with the City of Plymouth Zoning Ordinances, including but not limited to, Section 78-318.

ARTICLE VIII
MISCELLANEOUS

- 8.1 In the event of any conflict between the terms and provisions of this Agreement (including the attached PUD Plan for the Property) and the provisions of the Zoning Ordinance, or other City ordinances, rules or regulations, the provisions of this Agreement shall control. In the event of a conflict between the Preliminary PUD Plan and the Final PUD Plan, the Final PUD Plan shall control. In the event of a conflict between the terms of this PUD Agreement and the Final PUD Plan, the Final PUD Plan shall control.
- 8.2 The undersigned parties acknowledge that the conditions imposed upon the development of the Property are reasonable and necessary to ensure that public services and facilities affected by the proposed land use or activity will be capable to accommodating increased service and facility loads caused by the land use or activity, to protect the natural environment and conserve natural resources and energy, to ensure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner.
- 8.3 This Planned Unit Development Agreement, including the uses approved on the PUD Plan for the Property, are for the benefit of the Property, shall run with the land, and be binding on, and inure to the benefit of, any successors or assigns of the parties to this Agreement.
- 8.4 Unless this Agreement specifically provides to the contrary, the Developer is responsible for paying all costs associated with any of its obligations specified in this Agreement and all aspects of the Project.

- 8.4 Prior to commencing construction on any portion of the Project, Developer shall obtain and pay for all necessary permits and approvals from all applicable municipal, state or federal authorities with jurisdiction over the Project or any aspect thereof, which are necessary to undertake that particular phase of the Project.
- 8.5 The signers below on behalf of Developer represent by their signatures that they represent and have authority to bind all owners of legal and equitable title to the Property.
- 8.6 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the enforceability or validity of the remaining provisions and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.
- 8.7 Recording and Binding Effect. The obligations under this Agreement are covenants that run with the land, and thus bind successors in title of the Property Owners. It is the parties intent that this Agreement shall be recorded with the Wayne County Register of Deeds. The Developer shall pay all costs associated with the recording of this agreement.

BALANCE OF PAGE INTENTIONALLY BLANK
SIGNATURES AND NOTARIZATION ON FOLLOWING PAGES

APPROVED by Developer and City this ____ day of _____, 2016.

“DEVELOPER”

CURTIS-PLYMOUTH LLC, a Michigan limited liability company

By: _____
Mark Menuck, Member

STATE OF MICHIGAN }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by Mark Menuck, member of Curtis-Plymouth LLC, a Michigan limited liability company.

Printed Name:
Notary Public: _____ County, MI
My commission expires:
Acting in _____ County

CITY OF PLYMOUTH, a Michigan municipal corporation

By: _____
_____, Mayor

And By: _____
_____, City Clerk

STATE OF MICHIGAN }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____, the Mayor, and _____, City Clerk, of the City of Plymouth, a Michigan municipal corporation, for and on behalf of such municipal corporation.

Printed Name:
Notary Public: _____ County, MI
My commission expires:
Acting in _____ County

This document prepared by:
Mark Menuck
990 Pierce
Birmingham, Michigan 48009
248-730-0300

When recorded return to:
City Clerk
City of Plymouth
201 South Main Street
Plymouth, Michigan 48170

EXHIBIT A

Attached to the Planned Unit Development Agreement
Between Curtis-Plymouth LLC,
and the City of Plymouth

LEGAL DESCRIPTION OF PROPERTY

LOT 437, LOT 436 EXCEPT THE WEST 146.50 FEET, AND PART OF LOTS 438 AND 429 OF ASSESSOR'S PLYMOUTH PLAT NO. 15 OF THAT PART OF BRADNER AND HOLBROOK'S SUBDIVISION LYING IN SECTION 26 AND OF PART OF THE W. 1/2 OF THE N.E. 1/4 OF SECTION 26, T.1S., R.8E., CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 66 OF PLATS, PAGE 81, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 437, ALSO BEING A POINT ON THE EAST LINE OF N. HOLBROOK AVENUE (66' WIDE); THENCE N.02°16'00"W., 166.18 FEET ALONG THE EAST LINE OF SAID N. HOLBROOK AVENUE TO THE NORTHWEST CORNER OF SAID LOT 437, ALSO BEING A POINT OF INTERSECTION OF THE EAST LINE OF SAID N. HOLBROOK AVENUE AND THE SOUTH LINE OF E. SPRING STREET (49.50' WIDE); THENCE N.87°43'01"E., 296.93 FEET ALONG THE SOUTH LINE OF SAID E. SPRING STREET; THENCE N.20°59'01"E., 143.68 FEET TO THE NORTHEAST CORNER OF LOT 439 OF SAID ASSESSOR'S PLYMOUTH PLAT NO. 15; THENCE S.56°56'39"E., 27.86 FEET TO THE SOUTHEAST CORNER OF LOT 444 OF SAID ASSESSOR'S PLYMOUTH PLAT NO. 15; THENCE S.89°49'33"E., 111.44 FEET; THENCE N.33°30'54"E., 311.77 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 429; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE THE NORTHEASTERLY LINE OF SAID LOT 429: 1) S.48°51'58"E., 163.99 FEET, 2) S.17°22'44"E., 161.22 FEET AND 3) S.03°27'41"W., 257.81 FEET; THENCE S.89°56'51"W., 331.73 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 429, ALSO BEING A POINT ON THE EASTERLY LINE OF SAID LOT 438; THENCE S.12°50'12"W., 28.19 FEET ALONG THE WESTERLY LINE OF SAID LOT 429, ALSO BEING ALONG THE EASTERLY LINE OF SAID LOT 438; THENCE S.89°55'55"W., 212.70 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 438; THENCE S.87°53'59"W., 7.73 FEET ALONG THE SOUTH LINE OF SAID LOT 438 TO THE NORTHEAST CORNER OF SAID LOT 436; THENCE S.17°47'42"W., 50.78 FEET TO THE SOUTHEAST CORNER OF SAID LOT 436; THENCE S.87°57'43"W., 82.44 FEET ALONG THE SOUTH LINE OF SAID LOT 436; THENCE N.02°16'00"W., 47.66 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 436; THENCE S.87°53'59"W., 146.50 FEET ALONG THE NORTH LINE OF SAID LOT 436 TO THE POINT OF BEGINNING.

TAX ID NO. 004-01-0429-309

ADDRESS: 550 N. HOLBROOK, PLYMOUTH, MI

NEED TO ADD JACKSON PROPERTY LEGAL DESCRIPTION

EXHIBIT B

Approved PUD Plan for the Property

SEE ATTACHED

Sample Resolution

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

WHEREAS The City of Plymouth City Commission has held a first reading and second reading and public hearing for the Starkweather School PUD Plan and the resulting zoning ordinance change as recommended by the City of Plymouth Planning Commission, and

WHEREAS the City of Plymouth City Commission has approved the Starkweather Station PUD plan as recommended by the City of Plymouth Planning Commission after the first reading, public hearing and second reading, and

WHEREAS The City of Plymouth City Commission is required, as part of the PUD process, to review and approve a PUD Agreement for any PUD to move forward, and

WHEREAS The City of Plymouth Administration, City Planner, and City Attorney have reviewed and approved the attached PUD Agreement for the Starkweather School PUD,

NOW THEREFORE IT BE RESOLVED that the City of Plymouth City Commission have reviewed and do approve the attached PUD Agreement as recommended by the City Administration and reviewed and approved by the City Attorney and City Planner,

NOW BE IT FURTHER RESOLVED that the City of Plymouth City Commission authorizes and directs the City Clerk and the Mayor to sign the attached PUD Agreement for Starkweather School as presented and approved

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

ADMINISTRATIVE RECOMMENDATION

To: Mayor & City Commission

From: Paul J. Sincock – City Manager

CC: S:\MANAGER\Sincock Files\Memorandum - Road Salt Bids 16 - 17 - 04-04-16.doc

Date: 3/24/2016

Re: Road Salt Bids – Winter 16 - 17

BACKGROUND:

The City is planning on using the MIDEAL or State of Michigan Purchase Contract for Road Salt for the upcoming 16 - 17 Winter season. By using the State of Michigan contract we are able to use the State's bidding procedures and take advantage of the large volume group pricing that is offered under the state contract.

On an average one inch snow fall we will use approximately 50 tons of salt to clear our streets and municipal parking areas. Obviously, during a more significant storm our use of road salt climbs with the amount of snow and the length of time that it snows. During a significant storm event it is not uncommon for us to use upwards of 250+ tons of salt.

The MIDEAL Purchasing Program requires that we place our order for Road Salt for next winter now. This allows the State to combine the anticipated demand from all of the participating municipalities into a single bid. The actual price for road salt will not become available sometime in August.

We have attached a memorandum from Municipal Services Director Chris Porman that will provide additional background information on this subject.

RECOMMENDATION:

The City Administration recommends that the City Commission accept the terms for the State Bid for Road Salt for the upcoming winter season. We have prepared a proposed Resolution for the City Commission to consider regarding this matter. The only thing being authorized at this time is for the City to participate in the MIDEAL Program for road salt purchases. 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 22, 2016
To: Paul Sincock, City Manager
From: Chris S. Porman, Director of Municipal Services
Re: Winter 2016/2017 Salt Order

Background

The City of Plymouth has participated in the State of Michigan extended purchasing program (MiDeal), for the purchase of bulk road salt for the past many years. By participating in purchasing road salt through the MiDeal program, we are able to take advantage of the low pricing acquired through the purchasing power of the entire state of Michigan, as well as receive a guarantee to the quantity of salt that we are requesting.

We have to place the order now for next winter, as the State combines the demand from all participating municipalities into a single bid. The actual price does not become available until the bid is awarded (usually August) and the salt is available for delivery. As reference, the State price was \$49.75 in 2011/2012, \$41.00 in 2012/2013, \$35.21 in 2013/2014, \$58.95 in 2014/2015, and was \$57.08 this year.

Based on the history over the past 8 years, the average salt usage is approximately 1500 tons. The MiDeal program stipulates that communities must purchase at least 70% of the total order (1,050 tons). Communities may purchase an additional 30% over their initial order (1,950 tons). This range provides us the flexibility to navigate “most” mild or harsh winters. We used approximately 1,250 tons of salt this winter, which is above our minimum requirement for the contract. This winter was relatively mild as far as snow totals, but when looking at the number of times we needed to apply snow/ice control measures, this winter was relatively average. In contrast, the winter of 2013/2014 was the second snowiest in Metro Detroit’s history and falls outside the range of our average salt used.

Recommendation

Due to funds being committed for the purchase, I would recommend that the City Commission grant authorization to enter into the State of Michigan (MiDeal) program for the purchase of road salt in the amount of 1,500 tons.

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

Website: www.ci.plymouth.mi.us

email: dms@ci.plymouth.mi.us

RESOLUTION

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

- _____.
- WHEREAS The City of Plymouth operates a road system and the winter months require that
The City take certain snow and ice control measures to insure the public safety, and
- WHEREAS The City of Plymouth uses a significant amount of Road Salt to keep the City's
Roads passable during the winter months, and
- WHEREAS The City is may choose to participate in the State of Michigan group purchasing plan
Known as the MIDEAL for the purchase of Road Salt.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the City Administration to enter into an agreement with the State of Michigan for the purchase of Road Salt through the MIDEAL Extended Purchasing Plan for the 2016 – 17 winter season. The City shall contract for 1,500 tons of road salt and comply with the terms of the MIDEAL contract when it is awarded.

ADMINISTRATIVE UPDATE

NO ACTION REQUIRED

To: Mayor & City Commission
CC: S:\MANAGER\Sincock Files\Memorandum - Presentation of the Budget 16 - 17 - 04-04-16.doc
From: Paul J. Sincock -City Manager
Date: 3/30/2016
Re: Budget Presentation – 2016 - 17

Each year the City Administration is required to present a balanced budget to the City Commission at the first meeting in April. We will be presenting the City Commission their Budget Books at the meeting on Monday night. I would like to commend the Administrative Staff for their work and input into the document and I would especially like to commend the work of Finance Director Mark Christiansen.

The financial state of the City remains stable and we hold a Standard and Poor's Bond Rating of AA with a Stable Outlook. We continue to be extremely cautious about the future. We are now in a position where we find it extremely difficult to meet financial challenges of the revised legacy costs for long time retired former employees. We have a much leaner organization than say 15 years ago and, while it has reduced our overhead costs, it has put greater stresses on our employees as they do multiple jobs and we continue to hope that our current employees remain healthy and continue to do what is necessary for the organization.

Our cost cutting has put the city in a highly vulnerable position in the event of any one or worse two employees goes down with a medical issue or leave time issue. This vulnerability is a critical issue to the sustainability and financial security of the overall organization. This is why the City Commission has made one of its Goals to develop a succession plan for the City's Key Employees. We anticipate that we will bring forward some concepts to the City Commission early in the new Fiscal Year.

Our greatest success is the fact that our limited staff has been able to cover and deliver a wide range of visible governmental services with little seen impact on service levels. Our greatest challenge is that we have proven that we are able to cover and deliver a wide range of visible governmental services with a limited staff. Due to our success, it makes it very difficult to have people understand the stresses placed on our operations and why, when priorities get shifted, some projects fall behind.

While we have balanced the budget, this was probably the most difficult budget for our Finance Staff to prepare and they have put significant hours above and beyond the normal work week

into the product. I would like to commend Mark Christiansen who is our team leader on this project. He along with our incredible group of Department Heads and staff have worked together to meet the goals of maintaining services through an extremely difficult budget season.

We are delivering to the City Commission a balanced budget for fiscal 2016 -17 and for the four additional years covered in this document, we still have a number of challenges. It should also be noted that our proposed budget calls for a tax cut or millage cut that would result in a property owner with a taxable value of just over \$150,000 seeing a tax decrease of about \$152.00 for the new fiscal year.

Again, we have attempted as much as possible to maintain service levels, address higher costs for vendor services and the former old retirement defined benefit plan, while providing a safe, clean community that delivers on the "Place Making Concept".

Our proposed budget does not totally eliminate programs. It does add a Deputy Finance Director to our staff. The proposed budget does not provide flexibility to respond to unanticipated events such as a severe winter, staff leave issues, a significant storm, a downturn in building activity or any other type of "blip" that may occur during a year.

The proposed budget continues the reduction in fees being charged by the Equipment Fund that the City Commission authorized two years ago, but has not yet re-implemented. This downturn in revenue for the Equipment Fund has caused delays in capital expenditures and will continue to cause additional issues and eliminate flexibility in the future.

We are once again required to implement a Headlee Tax Rollback and the operating millage will be rolled back .038 mills as a part of the new budget. The new proposed millage rate is now 16.1048. We are currently anticipating the Water/Sewer rates to go up 1.55%. This will be the first increase in rates since July of 2014, but this is subject to change as DWSD and the Great Lakes Water Authority continue to make changes in their billing systems in order to help make up for the loss of system volume and other operating losses in the Great Lakes Water Authority System. Solid Waste/Recycling Fees are also anticipated to remain constant at this time. The Commission will recall that they reduced the cart rate from \$10.00 per month to \$9.50 per month in October of 2014 with the new vendor contract and cart recycling. We are proposing that rate remain the same.

Our plan continues the City's efforts on street paving and infrastructure improvements in the proposed fiscal year. We anticipate doing extensive work in the Downtown Area to improve some areas of significant concern. We will in the future have a focus on "maintenance projects" with limited full construction projects that include underground utilities. At some point in the future the City will have to look to the voters in order to continue our paving programs. The budget does not plan on an immediate renewal of the street paving bond authorization, but does continue the program, short term with a drawdown of existing funds and cooperative efforts.

The State of Michigan EVIP effort was a failure and the new program CVTRS continues a program that has created a significant amount of "busy work" that now has municipalities across the state evaluating the return on investment. The State of Michigan has cut our State Shared Revenue Funds by 3.2 million dollars since 2002 and yet they claim that the local units are being made "whole." It is clear that the State is fixing their budget issues on the backs of the local units of government and we must do whatever we can to help ourselves. While the State claims to make the local units of government "whole" we tend to see more of a "hole" in our Revenue Sharing Funds. While there appears to be an upward trend in these funds, that is mainly due to the constitutionally guaranteed share of those funds.

Each Budget Study Review session is scheduled for a two hour period. The first two sessions are scheduled for City Hall and the third session is scheduled at Municipal Services. The City Commission scheduled Budget Study Sessions on Monday, April 11th, Thursday, April 14th, Monday, April 25th and if needed Thursday, April 28th. All Study Sessions are scheduled to start at 6:00 p.m. and run until 8:00 p.m.

As always, the budget should be treated as a “fluid” document that will change as the year progresses. There are multitudes of internal and external factors that will affect the budget during the year. We must be constantly aware of the stresses that weather, government regulations, emergencies, changes in procedures or equipment and changes in staffing will have on the budget.

The staff is committed to work cooperatively with the City Commission to ensure the quality of life for our citizens. We will continue to deliver public services, which can be best delivered by local government with modern and cost effective methods. We will also remain committed to the “Concept of Place or Placemaking” as we proceed into the new fiscal year.

As always, should any member of the City Commission have any questions, we would encourage you to contact us in advance of the meeting.