



Plymouth City Commission

Regular Meeting Agenda

Monday, March 16, 2026 7:00 p.m.
Plymouth City Hall & Online Zoom Webinar

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

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

Join Zoom Webinar: March 16 <https://us02web.zoom.us/j/87058865099>
Passcode: 902924 Webinar ID: 870 5886 5099

1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call

2. APPROVAL OF MINUTES

- a. March 2, 2026 City Commission/Planning Commission Joint Special Meeting Minutes
- b. March 2, 2026 City Commission Regular Meeting Minutes

3. APPROVAL OF THE AGENDA

4. ENACTMENT OF THE CONSENT AGENDA

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

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

5. CITIZEN COMMENTS

This section of the agenda allows up to 3 minutes for public comments to present information for items not on the current agenda. Upon arising to address the Commission, speakers should first identify themselves by clearly stating their name and address. Comments must be limited to the subject of the item.

6. COMMISSION COMMENTS

7. OLD BUSINESS

- a. Zoning Ordinance Change 3rd Batch - Second Reading

8. NEW BUSINESS

- a. Resolution of Support - Congressionally Directed Spending
- b. Grass Cutting and Bulk Leaf Clean Up Contract Bid Award
- c. Designation of Voting Locations
- d. Set Public Hearing - Liquor License Review
- e. Emergency Authorization Confirmation - Harvey/Fralick Water Main Break Repairs
- f. Authorization for Restoration - Harvey and Fralick Water Main Break Repairs
- g. Contract for Legal Services - AFFF PFAS Litigation

9. REPORTS AND CORRESPONDENCE

- a. Liaison Reports
 Robo Challengers, FIRST® Tech Challenge (FTC) Team 21482 Presentation
- b. Appointments

10. ADJOURNMENT

Meetings of the City of Plymouth are open to all without regard to race, sex, color, age, national origin, religion, height, weight, marital status, disability, or any other trait protected under applicable law. Any individual planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) should submit a request to the ADA Coordinator at 734-453-1234 ext. 234 at least two working days in advance of the meeting so an attempt can be made to make reasonable accommodation. The request may also be submitted via mail at 201 S. Main St. Plymouth, MI 48170, or email to clerk@plymouthmi.gov.

City of Plymouth Strategic Plan 2022-2026

GOAL AREA ONE - SUSTAINABLE INFRASTRUCTURE

OBJECTIVES

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

GOAL AREA TWO – STAFF DEVELOPMENT, TRAINING, AND SUCCESSION

OBJECTIVES

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

GOAL AREA THREE - COMMUNITY CONNECTIVITY

OBJECTIVES

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

GOAL AREA FOUR - ATTRACTIVE, LIVABLE COMMUNITY

OBJECTIVES

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

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

-Plymouth Mayor Joe Bida

November 1977



Plymouth City Commission Joint Meeting
With Planning Commission
*Moving Together: Western Wayne Co. Public Transit
Strategy presentation Meeting Minutes*
Monday, March 2, 2026 - 5:30 p.m.
Plymouth City Hall

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

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

PLYMOUTH CITY COMMISSION / PLANNING COMMISSION - CALL TO ORDER

Mayor Pro Tem Linda Filipczak called the special joint meeting to order at 5:30 PM. The full City Commission was present: Commissioner Kehoe, Commissioner Maguire, Commissioner Horstman, Commissioner Minton, Commissioner Sisolak, Mayor Pro Tem Elliott, and Mayor Filipczak.

The presenters introduced were Adriana Jordan from OHM Advisors and Erin Schlutow from Canton Township.

MOVING TOGETHER: WESTERN WAYNE CO. PUBLIC TRANSIT STRATEGY PRESENTATION

Erin Schlutow, Senior Planner for Canton Twp. clarified that this project is not an endorsement of any millage but rather a proactive planning effort. With Public Act 236 prohibiting communities from opting out of regional transit, the consortium of seven Western Wayne County communities wanted to ensure they had input into any future transit implementation rather than having services imposed upon them without community input, as occurred in Oakland County.

Adriana Jordan, Project Manager from OHM presented the comprehensive Moving Together project, a collaborative effort among Canton Township, City of Plymouth, Plymouth Township, City of Northville, Northville Township, City of Westland, and Van Buren Township to develop a public transit strategy for Western Wayne County. The study was prompted by the 2025 amendments to PA 236 that removed opt-out provisions and caps on tax levies, meaning the upcoming Wayne County Transit Authority millage will be decided by countywide majority vote. The consortium conducted extensive public engagement including surveys of 935 residents, community pop-ups, and stakeholder meetings to gather input on transit needs and preferences. Key findings showed strong preference for fixed-route transit (49% of survey respondents), with the airport being the most desired destination, followed by connections to larger cities and Ann Arbor. The presentation reviewed SMART's February 2026 plan proposing two new routes serving Plymouth - the Plymouth route and Hagerty route - though concerns were raised about routing that bypasses downtown areas and lacks connections to key destinations like DTW airport and the high school campus. The study will conclude in June 2026 with final recommendations and implementation strategies based on community input.

CITIZEN COMMENT

- **Patty Pozios (Plymouth Township)** - Questioned SMART's track record, noting low ridership (3.8 passengers per bus) and concerns about empty buses causing road damage while providing minimal transportation benefit
- **Ron Picard (Plymouth resident)** - Presented visual evidence comparing SMART's 2022 promises to Oakland County versus actual implementation, showing significant gaps between proposed and delivered services, expressing concern about paying \$800,000 annually with no guarantee of receiving promised transit services
- **Matt Wilk (Northfield Township)** - Highlighted SMART's \$70 million pension liability, 97% subsidy rate (only 3% revenue from fares), and argued the \$8 million cost to Plymouth residents over 10 years would reduce the city's ability to fund local priorities and improvements
- **Peggy Kramer (Plymouth resident)** - Stated she never received notification about community surveys despite being on city email lists, expressed opposition to additional tax burden alongside other utility rate increases, and argued Plymouth lacks the population density to justify transit service

The meeting concluded with Erin Schlutow reiterating that the planning effort was designed to ensure community preparedness regardless of millage outcome, learning from Oakland County's experience where residents demanded immediate service after passage without adequate planning in place.

ADJOURNMENT

The meeting was adjourned at 6:40 PM.

LINDA FILIPCZAK
MAYOR

CHRIS PORMAN
CITY MANAGER



City of Plymouth
City Commission Regular Meeting Minutes
Monday, March 2, 2026, 7:00 p.m.
Plymouth City Hall 201 S. Main Street

ITEM #2.b.

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

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

1. CALL TO ORDER

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

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

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

Filipczak read proclamations recognizing March as Resding Month, Women's History Month and honoring retiring employee Marleta Barr.

2. APPROVAL OF MINUTES

Motion to approve the February 17, 2026 City Commission Regular Meeting Minutes made by Minton, supported by Maguire;

There was a voice vote.

MOTION PASSED UNANIMOUSLY

Motion to approve the February 25, 2026 City Commission/DDA Joint Meeting Minutes for DTP Forward as amended (title) made by Horstman, supported by Kehoe;

There was a voice vote.

MOTION PASSED UNANIMOUSLY

3. APPROVAL OF THE AGENDA

Motion to approve the agenda for March 2, 2026 made by Maguire, supported by Elliott;

There was a voice vote.

MOTION PASSED UNANIMOUSLY

4. ENACTMENT OF THE CONSENT AGENDA

Motion to approve the consent agenda for March 2, 2026 made by Minton, supported by Sisolak;

There was a voice vote.

MOTION PASSED UNANIMOUSLY

5. CITIZEN COMMENTS

Vivian Dewalt-1024 Wing St., voiced concerns about not receiving water bills.

Peggy Kramer-636 Jener, Spoke about trash pickup concerns (missed pickups).

6. COMMISSION COMMENTS

Minton: spoke about the Wayne County Public Transit strategy session held earlier on March 2.

Elliott: spoke about the February 25 City Commission/DDA Joint Meeting Minutes for DTP Forward as a great informative public engagement session. Also, there will be a Coffee with Commissioners next week Thursday, March 12 at the Coffee Bean at 9 a.m.

Kehoe: Asked Dewalt to stay after the meeting to speak on her water billing issues.

Kehoe and Elliott reminded everyone to check their email system and spam/junk if they aren't receiving emails they are expecting.

Kehoe and Filipczak: spoke about the public transit meeting as a very interesting and informative session.

7. OLD BUSINESS

a. Zoning ordinance Amendments – 2nd Batch, Second Reading

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

RESOLUTION 2026-15

WHEREAS The Planning Commission of the City of Plymouth reviewed the proposed zoning ordinance amendments which update Sections 78-133; 78-92, 78-102, 78-112, 78-161, 78-181, 78-216, 78-261, 78-281, 78-282, 78-295, 78-333; 78-202, 78-313, 78-314; 78-21, 78-42, 78-52, 78-62, 78-71, 78-163, 78-204, 78-242, 78-270, 78-271, 78-296; and 78-6, 78-386 of the City's Zoning Ordinance; and

WHEREAS The Planning Commission held a public hearing on January 14, 2026 to receive public comment about the zoning ordinance amendments; and

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

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

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve the zoning ordinance amendments to Sections 78-133; 78-92, 78-102, 78-112, 78-161, 78-181, 78-216, 78-261, 78-281, 78-282, 78-295, 78-333; 78-202, 78-313, 78-314; 78-21, 78-42, 78-52, 78-62, 78-71, 78-163, 78-204, 78-242, 78-270, 78-271, 78-296; and 78-6, 78-386.

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

Full text of amendments available in the 3/2/2026 City Commission Agenda:

<https://www.plymouthmi.gov/cms/One.aspx?portalId=12421732&pageId=16081296#>

There was a voice vote.

MOTION PASSED UNANIMOUSLY

8. NEW BUSINESS

a. Zoning Ordinance Amendments – 3rd Batch - First Reading

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

RESOLUTION 2026-16

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

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

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

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

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

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

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

There was a voice vote.

MOTION PASSED UNANIMOUSLY

b. Soccer Equipment Bid Award

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

RESOLUTION 2026-17

WHEREAS The City offers a soccer program to help promote the public health and welfare and to promote the benefits of a parks and recreation program; and

WHEREAS Each year it is necessary to purchase a variety of soccer equipment in order to operate the program.

NOW THEREFORE BE IT RESOLVED that the City Commission of the City of Plymouth does hereby accept as the lowest best bid the bid from ProTime Soccer Equipment for a variety of soccer equipment for the 2026 – 27 Fiscal Year as follows:

ProTime Sports:

| | |
|---------------------------------|------------------|
| ProTime – Youth Size Jerseys | \$12.90 each |
| ProTime – Adult Size Jerseys | \$13.90 each |
| ProTime “All Sport” Sock Black | \$ 2.75 per pair |
| Liga Soccer Balls size 3 | \$7.50 each |
| Equinox Soccer Balls size 3 & 4 | \$9.40 each |

Funding for these purchases is authorized from the Recreation Fund. The City Commission further rejects all other bids for these products.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

c. Plymouth Community Policing Partnership - MOU

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

RESOLUTION 2026-18

- WHEREAS Protecting the public health, safety, and welfare of the residents of the City of Plymouth is a fundamental responsibility of the City Commission; and
- WHEREAS Protecting the community from criminal activity through coordinated investigative efforts enhances the quality of life for residents of the City of Plymouth and the Charter Township of Plymouth; and
- WHEREAS Protecting the integrity, accountability, and effectiveness of law enforcement services is best accomplished through cooperative intergovernmental agreements Authorized under Michigan law, including but not limited to the Mutual Police Assistance Agreements Act, P.A. 236 of 1967 (MCL 123.811 et seq.), the Urban Cooperation Act, P.A. 7 of 1967 (MCL 124.501 et seq.), the Intergovernmental Transfers of Functions and Responsibilities Act, P.A. 8 of 1967 (MCL 124.531 et seq.), the Michigan Constitution of 1963, Article VII, § 28, and MCL 764.2a; and
- WHEREAS Protecting the interests of the City of Plymouth is furthered by establishing the Plymouth Community Policing Partnership (PCPP) as an inter-agency consortium between the City of Plymouth Police Department and the Plymouth Township Police Department to coordinate post-initial response criminal investigations, prioritize cases, maintain a joint investigative case journal, and provide quarterly and annual reporting; and
- WHEREAS Protecting the operational independence and fiscal responsibility of each participating agency requires that each department retain responsibility for its own personnel, supervision, discipline, equipment, liability coverage, and employment costs as set forth in the Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve the Plymouth Community Policing Partnership Memorandum of Understanding between the City of Plymouth Police Department and the Plymouth Township Police Department.

BE IT FURTHER RESOLVED THAT the City Commission authorizes the Chief of Police to execute the Memorandum of Understanding on behalf of the City of Plymouth and to take all actions necessary to implement the terms of the Agreement consistent with Michigan law and City policy.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

d. Authorization to Hire PD

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

RESOLUTION 2026-19

- WHEREAS The City Commission did adopt what is commonly known as the Hiring Ordinance in August of 2000; and
- WHEREAS The Ordinance requires that the City Administration seek prior and express approval for any full-time position; and
- WHEREAS The City Administration is seeking prior and express approval for the hiring of a police officer to fill a vacancy in that department.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize prior and express approval to hire a police officer. The City Administration is authorized to proceed with hiring the new police officer.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

e. Emergency Warning Signal Maintenance Agreement

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

RESOLUTION 2026-20

- WHEREAS The City of Plymouth has three (3) Emergency Warning Sirens in order to protect the public health, safety, and welfare; and
- WHEREAS The City has requested pricing from multiple vendors for the agreement of inspection and annual preventative maintenance; and
- WHEREAS The City Administration recommends West Shore Services, Inc. of Allendale, MI based on previous performance and providing the lowest annual cost in the amount of \$1,725.00 per year.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize City Administration to enter into the 2027-2030 Agreement for Inspection and Annual Preventative Maintenance for Outdoor Warning Equipment with West Shore Services, Inc of Allendale, MI in the amount of \$1,725.00 per year.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

f. Resolution of Support – Community Project Funding

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

RESOLUTION 2026-21

- WHEREAS The City of Plymouth recognizes the importance of federal funding in supporting critical projects and initiatives that directly benefit our community; and
- WHEREAS Community Project Funding allows for the allocation of federal funds to specific projects identified by local representatives who have a deep understanding of the unique needs and priorities of their constituents; and
- WHEREAS The inclusion of Community Project Funding in the federal budget provides an opportunity for the City of Plymouth to address local challenges, invest in infrastructure, create jobs, and enhance the overall well-being of our residents; and
- WHEREAS Congresswoman Debbie Dingell, our elected representative in the United States Congress, has identified key projects within the City of Plymouth that align with the community's goals and have the potential to yield significant positive outcomes; and
- WHEREAS The City Commission of the City of Plymouth has reviewed the installation of a multi-modal pathway along Wilcox Road in the advancement of the health, safety, and welfare of the Plymouth residents and visitors recognizing the merit and alignment with our community's needs.

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

BE IT FURTHER RESOLVED, that copies of this resolution be transmitted to Congresswoman Dingell and any other relevant federal officials to demonstrate the unified support of the City of Plymouth for the inclusion of Community Project Funding for the installation of a multi-modal pathway along Wilcox Road in the federal budget.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

9. REPORTS AND CORRESPONDENCE

a. 2025 Planning Commission Annual Report

The City Commission received Planning Commission 2025 Annual Report

A copy of the report is available in the 3/2/2026 City Commission Agenda:

<https://www.plymouthmi.gov/common/pages/GetFile.ashx?key=PG9DAYCR>

b. Liaison Reports

Kehoe: There is a DDA meeting on Monday at 7 p.m.

Elliott: Reported on Planning Commission Subcommittee meetings on February 18th and February 24th addressing quick zoning changes and MSHDA grant details. There is a ZBA meeting this Thursday at 7 p.m.

Maguire: Reminded everyone that March is Reading Month and Plymouth Library and Plymouth-Canton schools have a lot of great programming.

Minton: There is an HDC meeting this Wednesday at 7 p.m.

c. Appointments

None

There was a voice vote.

MOTION PASSED UNANIMOUSLY

10. ADJOURNMENT

The next regular City Commission meeting is 7:00 pm on Monday, March 16 at Plymouth City Hall.

A motion to adjourn the meeting was made by Maguire, supported by Horstman;

There was a voice vote.

MOTION PASSED UNANIMOUSLY

Filipczak adjourned the meeting at 7:56 p.m.

LINDA FILIPCZAK
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK



Special Event Application

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

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

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

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

Sponsoring Organization's Legal Name Plymouth Historical Society

Ph# 7344558940 x 9 Fax# 7344557797 Email director@plymouthhistor Website plymouthhistory.org

Address 155 S. Main Street City Plymouth State MI Zip 48170

Elizabeth Kerstens Title Executive Director

Sponsoring Organization's Agent's Name

Ph# 7344558940 x 9 Fax# 7344557797 Email director@plymouthhistor Cell# 7345020760

Address 155 S. Main Street City Plymouth State MI Zip 48170

Event Name The Call for Independence: America at 250!

Event Purpose Celebrating America's 250th Anniversary

Event Date(s) June 7, 2026

Event Times 1-4 pm

Event Location 155 S Main Street in parking area between Museum and Fire Department

What Kind Of Activities? Demonstrations, Fife and Drum Corps performance, reenactors

What is the Highest Number of People You Expect in Attendance at Any One Time? 100

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.)

On June 7, 1776, Richard Henry Lee submitted a resolution to the Continental Congress recommending independence from Great Britain. This was the precursor to the Declaration of Independence. We plan to have a performance outside by the Plymouth Fife and Drum Corps and tents lined up along the parking area on the south side of the museum. The tents will have people doing historic demonstrations such as candle making and knitting. We will also have historic reenactors on site. The event is free and the Museum will be open free to the public that day.

This is not a fundraiser, it's a celebration. Please don't charge us.

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

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

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

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

Next year's specific dates: _____

See section 12.13 for license & insurance requirements for vendors

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

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

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.

February 27, 2026

Date

eSigned via GovOS.com

Ref: 10E09cc-0510-4230-a1ee-2070e018106

Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

11. **INDEMNIFICATION AGREEMENT**

INDEMNIFICATION AGREEMENT

The Plymouth Historical Society (*organization name*) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the The Calll for Independence: (*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 
eSigned via GovOS.com
Key: 105500ee-b61d-423f-810a-2979e0181d99

Date 2/27/2026

Witness 
eSigned via GovOS.com
Key: 619b4622-3fa4-4b14-8b5c-b27f130861a3

Date _____



Name of Event: *The Call for Independence: America at 250*
 Date: *10/7/20*
 Location: *Historical Museum parking 1-4pm Across from fire & police dept*

| | | | | |
|---|--|------------------------------|--------------------------|---------------------------------|
| MUNICIPAL SERVICES: | <input checked="" type="radio"/> Approved | <input type="radio"/> Denied | (list reason for denial) | Initial <i>ALW</i> |
| - Post No Parking | | | | |
| - Barricades / cones | | | | |
| \$250 Bathroom Cleaning Fee Per Day of Event? YES <input checked="" type="radio"/> NO | | | | |
| Labor Costs: | <i>\$100.00</i> | Equipment Costs: | <i>\$50.00</i> | Materials Costs \$ <i>25.00</i> |
| POLICE: | <input checked="" type="radio"/> Approved | <input type="radio"/> Denied | (list reason for denial) | Initial <i>Jee</i> |
| <i>NO SERVICES NEEDED</i> | | | | |
| Labor Costs \$ | <i>0</i> | Equipment Costs \$ | | Materials Costs \$ |
| FIRE: | <input type="radio"/> Approved | <input type="radio"/> Denied | (list reason for denial) | Initial <i>DA</i> |
| <i>NO SERVICES NEEDED</i> | | | | |
| Labor Costs \$ | <i>0</i> | Equipment Costs \$ | | Materials Costs \$ |
| HVA: | <input type="radio"/> Approved | <input type="radio"/> Denied | (list reason for denial) | Initial |
| DDA: | <input checked="" type="radio"/> Approved | <input type="radio"/> Denied | (list reason for denial) | Initial <i>ESP</i> |
| Labor Costs \$ | <i>0</i> | Equipment Costs \$ | | Materials Costs \$ |
| RISK MANAGEMENT: | <input checked="" type="radio"/> Approved | <input type="radio"/> Denied | (list reason for denial) | Initial <i>MB</i> |
| Class I - Low Hazard | Event sponsors must provide current Certificate of Insurance naming City of | | | |
| <u>Class II - Moderate Hazard</u> | Plymouth/Certificate Holder as 'Additional Insured' including in the Description | | | |
| Class III - High Hazard | Box/Area. Food vendor/service requirements, per Special Event Policy [see | | | |
| Class IV - Severe Hazard | sec. 12.13], must also be met for any food. | | | |

ITEM #7.a.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Chris S. Porman, City Manager
CC: S:\Manager\Porman Files\Memorandum - Quick Zoning Ordinance Amendments - 3rd Batch - 2nd Reading - 3-16-26.docx
Date: March 9, 2026
RE: Zoning Ordinance Amendments – 3rd Batch – 2nd and Final Reading

Background

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

This is the second and final reading of the third batch of changes. The City Commission held their first reading on March 2, 2026 and did not recommend any changes. Again, the Sub-Committee of the Planning Commission has been meeting monthly to review and address these proposed changes. The Planning Commission held a Public Hearing on December 10, 2025, and the Planning Commission voted to postpone this potential change for further discussion and clarification. During the January 14, 2026, meeting, the Planning Commission unanimously recommended approval to the City Commission. This change can be summarized as allowing e-commerce options in the B-1, B-2, and MU zoning districts, which accommodates modern business activities.

We have attached a memorandum from our Planning Director Greta Bolhuis, which provides extensive additional background information. In addition, we have included a tracked change version of the pertinent ordinance changes for ease of reading and understanding of the changes, as well as an update on the status of the 26 “quick” amendments.

RECOMMENDATION:

The City Administration recommends that the City Commission complete the second and final reading of the proposed zoning ordinance amendments as presented and approve the same.

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



CITY OF PLYMOUTH

www.plymouthmi.gov

201 S. Main
Plymouth, Michigan 48170

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

ADMINISTRATIVE RECOMMENDATION

To: Chris Porman, City Manager
From: Greta Bolhuis, AICP, Planning and Community Development Director *GB*
Date: March 11, 2026
Re: Zoning Ordinance Amendments to Sections 78-91, 78-101, 78-182 – Second Reading

BACKGROUND:

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

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

As part of the audit, 26 quick zoning ordinance amendment tasks were identified. The Zoning Audit Sub-Committee of the Planning Commission has been meeting monthly to review and address these matters. A public hearing was held on December 10, 2025 at the Planning Commission meeting, at which time the Commission voted to postpone for additional clarification. On January 14, 2026 the amendment was recommended to the City Commission for approval, which includes:

Secs. 78-91, 78-101, 78-182. Allow for e-commerce options in the B-1, B-2, and MU Zoning Districts.

Reasoning: Update to accommodate modern business activities.

The City Commission completed the first reading of the draft ordinance on March 2, 2026. At that time the City Commission had no comments or changes.

RECOMMENDATION:

Staff recommends that the City Commission complete a second reading of the proposed zoning ordinance amendments, as presented and approve the same. Staff further recommends the City Commission direct the City Clerk to publish the new ordinance language to be effective the day after publication.

If you have any questions, please contact me directly.

Sec. 78-91. Principal uses permitted.

In a B-1, local business district, no building or land shall be used and no building shall be erected except for one or more of the following specified uses unless otherwise provided in this chapter.

Permitted uses:

- (1) Office buildings for any of the following occupations: governmental, executive, administrative, professional, accounting, writing, clerical, stenographic, drafting, sales, post offices and public utility offices.
- (2) Medical office and dental office, including clinics.
- (3) Banks, credit unions, savings and loan associations, and other financial institutions including drive-through facilities, drive-through branches, and/or 24-hour automatic tellers.
- (4) Private clubs and lodge halls.
- (5) Off-street parking lots.
- (6) Meeting halls and related services.
- (7) Any generally recognized retail business which supplies commodities on the premises, for persons residing in adjacent residential areas such as: convenience grocery stores, groceries, meats, dairy products, baked goods or other foods, drugs, dry goods and notions or hardware.
- (8) Any personal service establishment which performs services on the premises for persons residing in adjacent residential areas, such as: shoe repair, dry cleaning shops, tailor shops, beauty parlors, barbershops. Any service establishment of an office-showroom or workshop nature of an electrician, decorator, dressmaker, tailor, shoemaker, baker, commercial printing/copying, upholsterer, or an establishment doing radio, television or home appliance repair, photographic reproduction, and similar establishments that require a retail adjunct and of no more objectionable character than the aforementioned subject to the following provision: No more than five (5) persons shall be employed at any time in the fabrication, repair and other processing of goods.
- (9) Restaurants not serving alcoholic beverages, sit-down restaurants, carry-out restaurants or other places serving food except those having the character of a drive-in, or having a drive-through component.
- (10) Video rental establishments.
- (11) Veterinary clinic.
- (12) Neighborhood retail plaza containing multi-tenant spaces totaling less than 50,000 square feet.
- (13) Professional offices of physicians, lawyers, dentists, chiropractors, architects, engineers, and similar or allied professions.
- (14) Other uses similar to the above and subject to the following restrictions:
 - a. All business establishments shall be retail or personal service establishments dealing directly with consumers. All goods produced on the premises shall be sold at retail on the premises where produced or online through e-commerce.
 - b. All business, servicing, or processing, except off-street parking or loading, shall be conducted within completely enclosed buildings.
- (15) Accessory structures, uses and signs customarily incident to the above permitted uses and subject to all requirements of this chapter.
- (16) Residential uses shall be permitted provided such living units are located on the second floor or above.

(Ord. of 10-6-03; Ord. No. 2013-04, § 2, 10-7-13; Ord. No. 2013-06, § 2, 10-21-13)

Sec. 78-101. Principal uses permitted.

In a B-2, central business district, no building or land shall be used, and no building shall be erected except for one or more of the following specified uses, unless otherwise provided in this chapter.

Permitted uses:

- (1) Any generally recognized retail establishment which supplies commodities on the premises within a completely enclosed building.
- (2) Any personal service establishment which performs services on the premises within a completely enclosed building.
- (3) Standard restaurants and carry out restaurants not serving alcoholic beverages.
- (4) Hotels and motels.
- (5) Theaters or assembly halls when completely enclosed.
- (6) Offices and office buildings of an executive, administrative or professional nature.
- (7) Banks, credit unions, savings and loan associations, and other financial institutions including drive-through facilities, drive-through branches, and/or 24-hour automatic tellers.
- (8) Child care centers and nursery schools.
- (9) Municipal buildings and governmental offices.
- (10) Any service establishment of an office-showroom nature provided that the ground floor premises facing upon, and visible from any abutting street shall be used only for entrances, offices, or display. All storage of material on any land shall be within the confines of the building or part thereof occupied by the establishment.
- (11) An establishment at which instruction is given in a particular discipline.
- (12) Funeral homes.
- (13) Storage facilities, when incidental to and physically connected with any principal use permitted, provided that such facility is within the confines of the building or part thereof occupied by such establishment.
- (14) Parking facilities except private surface parking lots.
- (15) Other uses which are similar to the above and subject to the following restrictions:
 - a. All businesses establishments shall be retail or personal service establishments dealing directly with consumers. All goods produced on the premises shall be sold at retail from the premises where produced or online through e-commerce.
 - b. All business, servicing, or processing except for off-street parking or loading, shall be conducted within completely enclosed buildings.
 - c. Outdoor storage of commodities shall be expressly prohibited.
- (16) Residential uses shall be permitted provided such living units are located on the second floor or above.

(Ord. of 10-6-03; Ord. No. 2007-01, § 2, 5-21-07; Ord. No. 2011-04, § 1, 5-2-11; Ord. No. 2013-04, § 3, 10-7-13; Ord. No. 22-04, 12-19-22)

Sec. 78-182. Uses permitted subject to special conditions.

- (a) The following uses may be permitted by the planning commission subject to the conditions hereinafter imposed for each use, including the review and approval of the site plan by the planning commission, and the imposition of special conditions which, in the opinion of the commission, are necessary to ensure that the land use or activity authorized is compatible with adjacent uses of land, the natural environment and the capacities of public services and facilities affected by the land use, and subject further to a public hearing held in accord with section 78-281:
- (1) Multiple-family dwellings.
 - (2) Office buildings for any of the following occupations: governmental, executive, administrative, professional, accounting, writing, clerical, stenographic, drafting, sales, post offices and public utility offices.
 - (3) Medical office or dental office, including clinics.
 - (4) Facilities for human care such as convalescent homes.
 - (5) Banks, credit unions, savings and loan associations, including drive-through facilities, and similar uses.
 - (6) Private clubs and lodge halls.
 - (7) Off-street parking lots.
 - (8) Business schools or private schools operated for profit.
 - (9) Clinics and veterinary facilities provided there are no outdoor animal runs or other outdoor facilities for animals.
 - (10) Meeting halls and related services.
 - (11) Other uses similar to the above uses.
 - (12) Accessory structures and uses customarily incident to the above permitted uses.
 - (13) Any generally recognized retail business which supplies commodities on the premises, for persons residing in adjacent residential areas such as: groceries, meats, dairy products, baked goods or other foods, drugs, dry goods and notions or hardware.
 - (14) Any personal service establishment which performs services on the premises for persons residing in adjacent residential areas, such as: shoe repair, dry cleaning shops, tailor shops, beauty parlors, barbershops, banks and savings and loan offices. Any service establishment of an office-showroom or workshop nature of an electrician, decorator, dressmaker, tailor, shoemaker, baker, printer, upholsterer, or an establishment doing radio, television or home appliance repair, photographic reproduction, and similar establishments that require a retail adjunct and of no more objectionable character than the aforementioned subject to the following provision: No more than five persons shall be employed at any time in the fabrication, repair and other processing of goods.
 - (15) Restaurants, or other places serving food, except those having the character of a drive-in.
 - (16) Professional offices of physicians, lawyers, dentists, chiropractors, architects, engineers, and similar or allied professions.
 - (17) Other uses similar to the above and subject to the following restrictions:
 - a. All business establishments shall be retail or personal service establishments dealing directly with consumers. All goods produced on the premises shall be sold at retail on the premises where produced or online through e-commerce.
 - b. All business, servicing or processing except off-street parking or loading, shall be conducted within completely enclosed buildings.

(18) Accessory structures, uses and signs customarily incidental to the above permitted uses and subject to all requirements of this chapter.

(Ord. of 10-6-03)

Quick Zoning Ordinance Update – Last Updated March 11, 2026

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

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

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

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

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

Change outdated references:

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

Allow for modern uses:

10. Allow for e-commerce options in the B-1, B-2, ARC and MU Zoning Districts. In those zoning districts, the principal use allowing similar uses has a restriction that, "All businesses establishments shall be retail or service establishments dealing directly with consumers. All goods produced on the premises shall be sold at retail from the premises where produced." The last sentence could be construed to not allow e-commerce to be part of the business. *Page 18.*
 - **SEC. 78-91, 78-101, 78-182**
 - Introduction to Sub-Committee 6/23/2025
 - Discussed by Sub-Committee 9/22/2025
 - Discussed by Sub-Committee 10/27/2025
 - Introduced to Planning Commission 11/12/2025
 - Public Hearing 12/10/2025 – Postponed
 - Recommended to City Commission 1/14/2026
 - First reading by City Commission 3/2/2026
 - Second reading by City Commission 3/16/26
 - Please note that updating language for e-commerce in the ARC District is currently in discussion with Plymouth Township and will continue into 2026.

Eliminate suburban standards:

11. Decrease large minimum lot sizes and setbacks for specific uses: private non-commercial recreational areas, institutional or community recreation centers or non-profit swimming pool clubs; universities; hospitals; convalescent or nursing homes; and religious institutions. *Page 19.*
 - *Sec. 78-42, Sec. 78-52, Sec. 78-62, 78-296*
 - Introduction to Sub-Committee 8/18/2025
 - Discussed by Sub-Committee 9/22/2025
 - Discussed by Sub-Committee 12/17/2025
 - Introduced to Planning Commission 1/14/2026 – postponed 78-62
 - Public hearing 3/11/2026

Streamline and clarify processes:

12. Consider allowing instances where a plot plan, instead of a full site plan application, could be submitted. For instance, the re-use of an existing building for special land use likely would not necessitate the level of detail required for a site plan application. *Page 24.*
 - Sec. 78-247 through 78-248
 - Introduction to Sub-Committee 8/18/2025
 - Discussed by Sub-Committee 9/22/2025
 - Discussed by Sub-Committee 1/26/2026
13. List those special uses which require site plan review in Article XX.
 - Anticipate introduction to Sub-Committee in March/April 2026
14. Place amendment regulations in its own article with specific standards and process descriptions. Specific sections would include in general, rezonings (map amendments), text amendments and conditional rezonings. *Page 25.*
 - Sec. 78-424 through 78-427
 - Introduction to Sub-Committee 8/18/2025
 - Discussed by Sub-Committee 9/22/2025
 - Discussed by Sub-Committee 1/26/2026
15. Pivot section 78-385 to a description of planning commission powers, duties and responsibilities, as enabled by state law. This section should include: the number of and process for appointing Planning Commission members, officers, bylaws, meetings, annual report, compliance with the Open Meetings Act, and preparation of a Master Plan. *Page 25.*
 - Anticipate introduction to Sub-Committee in March/April 2026

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

Update definitions:

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

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

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

Improve organization and navigability:

23. Consolidate all fence regulations into a single place, with the fence section of the Zoning Ordinance or the City's Fence Ordinance. *Page 26.*
 - **SEC. 78-208 – 78-209**
 - Introduction to Sub-Committee 7/28/2025
 - Discussed by Sub-Committee 9/22/2025
 - Discussed by Sub-Committee 11/19/2025
 - Introduced to Planning Commission 12/10/2025
 - Public hearing 1/14/2026
 - Discussed by Sub-Committee 2/24/2026
24. Consolidate the "Vested Right" sections in Article I and Article XXVII. *Page 26.*
 - **SEC. 78-6, 78-386**
 - Introduction to Sub-Committee 7/28/2025
 - Discussed by Sub-Committee 9/22/2025
 - Discussed by Sub-Committee 11/19/2025

- Introduced to Planning Commission 12/10/2025
- Public hearing 1/14/2026
- First reading by City Commission 2/17/2026
- Second reading by City Commission 3/2/2026

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

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

- [SEC. 78-100](#)
- Introduced to Sub-Committee 1/28/2026
- Introduced to Planning Commission 2/11/2026
- Public hearing 3/11/2026

RESOLUTION

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

- WHEREAS The Planning Commission of the City of Plymouth reviewed the proposed zoning ordinance amendments which update Sections 78-91, 78-101, and 78-182 of the City's Zoning Ordinance, and
- WHEREAS The Planning Commission held a public hearing on December 10, 2025 to receive public comment about the zoning ordinance amendments, and
- WHEREAS At the conclusion of the public hearing, the Planning Commission postponed the text amendment to their next meeting, and
- WHEREAS At the January 14, 2026 meeting the Planning Commission approved the text amendment and recommended review and approval by the City Commission, and
- WHEREAS The City Commission has completed a first and second reading of the proposed language.

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

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



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Chris S. Porman, City Manager
CC: *S:\Manager\Porman Files\Memorandum - Congressionally Directed Spending for Multi-Modal Pathway Along Wilcox Road - Resolution of Support 03-16-26.docx*
Date: March 9, 2026
RE: Resolution of Support – FY27 Congressionally Directed Spending and Programmatic Request – Multi Modal Pathway Connection to Hines Park via Wilcox Rd.

BACKGROUND

Similar to the House Committee on Appropriations requests for Community Project Funding for FY2027, Senator Elissa Slotkin's and Gary Peters' offices have contacted us related to potential requests for Congressionally Directed Spending (CDS) via the Senate Committee on Appropriations. The program requests opened on March 2, and they are due the end of March. According to guidance provided via Senator Slotkin's office as well as conversation with our federal representatives' staff, projects that were submitted to both the Senate offices as well as the House offices, have a higher success rate than those only submitted through one office.

The multi-modal pathway that would connect Mill St. in Old Village to Hines Dr. via Wilcox Rd. has been identified as a priority of the City Commission. The City Commission set "Attractable, Livable Community" as one of the four Goal Areas in its 2022-2026 Strategic Plan. Paraphrasing a couple Key Objectives in that Goal Area shows us that multi-modal transportation which prioritizes pedestrian and biker safety as well as improving link between Hines Park and Old Village are important to the community.

We anticipate the project to cost approximately \$850,000, which includes the labor and materials for installation of the pathway. Of course, this will be ADA compliant and there will be some engineering that will need to take place prior to construction of this project. Since this is being done along Wayne County Road, we have been working with them over the past couple of years to partner on this project, including potential funding for the design/engineering for this project. Wayne County has concept plans that extends connections along Hine Drive and specifically Wilcox Lake, which we would look to coordinate with during our project.

To submit for the upcoming Congressionally Directed Spending portion of the federal budget, the City Commission will need to pass a resolution of support, which we have attached for consideration. This is a similar resolution that was passed at the previous City Commission Meeting.

RECOMMENDATION

The City Administration recommends that the City Commission adopt a Resolution of support for the Congressionally Directed Spending through Senators Slotkin's and Peters' offices. We have prepared a brief Resolution of Support for the project. This is like other Resolutions of support that we have previously adopted for grant projects.

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

RESOLUTION

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

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

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

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

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

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

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

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



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Chris S. Porman, City Manager
CC: S:\Manager\Porman Files\Memorandum - Lawn Mowing - Grass Cutting Leaf Removal 2026 - 3-16-26.docx
Date: March 13, 2026
RE: Lawn Mowing – Grass Cutting Leaf Pick up 2026 Season

Background

The City Administration is constantly looking at ways to save city resources, while providing services at the most cost-effective means possible. Many communities perform lawn mowing “in house” with some combination of full/part/seasonal staff; however, the most cost-effective option for us is to contract this service out. The City has numerous neighborhood parks, two cemeteries and a number of rights of way areas for a total of 30 different locations that need to be mowed on a regular basis. In addition, approximately 19 of those same properties require fall bulk leaf clean up (the rest of the properties are a combination of right of ways, etc. that do not accumulate anything more than a negligible amount of leaves).

While it may be more cost effective for us to contract for what seems to be a simple job of mowing the lawns, it does not come without difficulty for our team. We have had contractors where we did not renew their contract because that vendor did not meet our expectations nor standard of care in the City. We have also had contractors bid on the project and realize the full scope of the job duties or the difficulty in mowing the cemetery and thus they lose a lot of money on our projects.

We put the mowing schedule out to bid and we had seven contractors bid on the job. The bids are mostly “in the neighborhood” with each other. Ground Control Property Service is the low bidder. They have an extensive client list of contracts, and they are a growing company. It should be noted that the bid price is expected to be a reduction of approximately 15% from the previous year. When you take the locations multiplied by the expected number of cuts and/or leaf collection, the total expected for the year is \$85,695.00 and the next lowest bid was \$90,347.50. For reference, last year’s bid prices were slightly over \$100,000.00 for grass and leaves.

We have attached a memorandum from Adam Gerlach and Nick Johns which outlines the process used for bidding and the information on the recommended contractor.

Expenses for lawn mowing are spread into several accounts and Funds as a result of their use. Expenses are spread in the General Fund and the Recreation Fund. Many of the Right of Way cuts are

Wayne County rights of way areas, but the County simply does not maintain them and as a result it gets left to the City to mow or we leave it grow and accept the complaints.

RECOMMENDATION:

The City Administration recommends that the City Commission accept the bid from Ground Control Property Service. This is a potential three-year deal.

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



Department of Municipal Services

1231 Goldsmith, Plymouth, MI

734-453-7737

dms@plymouthmi.gov

Date: March 9, 2026
To: Chris Porman, City Manager
From: Nick Johns, Municipal Services Superintendent
Adam Gerlach, Assistant Director of Municipal Services
Re: Grass Cutting and Fall Leaf Clean Up Bids

Background

The Department of Municipal Services and Recreation Department have gone out to bid on grass cutting and fall leaf clean up services for City parks, public properties and rights-of-way. We requested pricing on 30 different locations for grass cutting and 19 locations for Fall leaf clean up. We anticipate there to be approximately 27 "cuts" during the season based on our historical averages. It should be noted that if we have a wet year, the number of cuts may increase, while in a dry year, we see fewer weeks of grass cutting.

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

Seven companies have submitted sealed bids for the scope of work outlined in the bid documents. Of the seven bids received, Ground Control Property Services submitted the lowest complete bid. In addition, the bid from Ground Control Property Services includes a 0% escalator for years 2 and 3 of the contract term. Ground Control Property Services fulfilled all bid requirements; submitting pricing for all locations, for both grass cutting & leaf clean up, submitting a bid bond, and submitting the appropriate workman's compensation, general liability and automobile insurances. We have checked the references that Ground Control Property Services supplied and each gave a favorable response as to the professional, quality, and prompt manner in which the work was conducted. We spoke with the owner of the company and feel comfortable with the approach they plan to take to perform the work in the City should they be awarded the contract.

Recommendation

We are recommending that the City Commission approve the contract for Ground Control Property Services of New Boston, MI for a period of one year for grass cutting services and fall

leaf clean up in the full season grand total amount of \$85,695.00. It should be noted that the pricing from this year's bids is approximately 15% less than last year, which translates to a savings for the City. This cost is budgeted across multiple funds (general, roads, recreation) based on the location of the individual property.

In addition, we are recommending that the City reserves the right to administratively extend the contract in one-year increments for a period not to exceed a maximum of three consecutive years. It should be noted Ground Control Property Services, as per their bid pricing listed a 0% annual escalator. We have attached a copy of our bid tabulation and a copy of Ground Control Property Services bid proposal for reference. Once again, the bid pricing is based on an average of 27 cuts per year and two fall clean ups. While it is impossible to predict the weather and the direct impact it has on the grass, we feel that this is an accurate average representative of historical representation.

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



GROUND CONTROL
PROPERTY SERVICES

22100 Huron Township Ct, New Boston, MI, 48164

(313)727-9710 | info@groundcontrolps.com

Dear City of Plymouth,

On behalf of Ground Control Property Services, we are pleased to submit our bid for your landscape maintenance services.

Ground Control Property Services is a Michigan-based commercial landscape and property services contractor committed to delivering reliable, professional, and detail-oriented service. We understand that your property is a direct reflection of your organization, and our team takes pride in maintaining clean, safe, and well-presented grounds throughout the season.

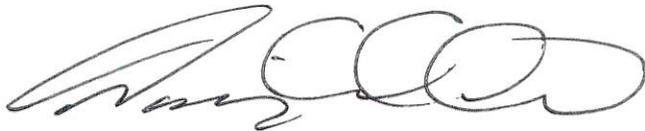
Our approach combines experienced field personnel, structured production processes, and proactive communication. From turf maintenance and bed care to seasonal enhancements and site detailing, we focus on consistency, efficiency, and measurable results. Our crews are trained, uniformed, and supervised to ensure accountability and quality control on every visit.

We currently service commercial, municipal, and institutional properties throughout the region and understand the importance of responsiveness, safety compliance, and budget control. Our goal is not simply to meet expectations, but to exceed them through dependable service and strong working relationships.

We appreciate the opportunity to submit this proposal and would welcome the chance to discuss it with you further. Please feel free to contact me directly with any questions or to review the scope in greater detail.

Thank you for your consideration.

Sincerely,



Douglas Nicholl

Chief Executive Officer

Ground Control Property Services

22100 Huron Township Ct

New Boston, MI, 48164

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Ground Control Property Services
22100 Huron Township Court
New Boston, MI 48164

as Principal, hereinafter called the Principal, and
Nationwide Mutual Insurance Company
1100 Locust St., Dept. 2006
Des Moines, IA 50391

a corporation duly organized under the laws of the State of Ohio
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Plymouth
201 S. Main Street
Plymouth, MI 48170

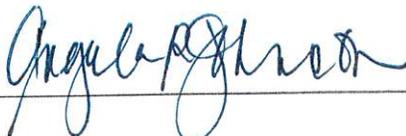
as Obligee, hereinafter called the Obligee, in the sum of
Ten Percent of the Amount Bid (10% of the Amount Bid)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for:
Grass Cutting: City Parks, Facilities & Right-of-Ways

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th day of March, 2026


_____, (Witness)

Ground Control Property Services

_____, (Principal) (seal)



Douglas B. Zholi

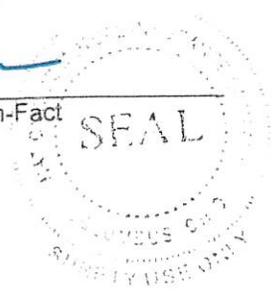
Nationwide Mutual Insurance Company

_____, (Surety) (seal)



Barry W. Berman, Attorney-in-Fact


_____, (Witness)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: BARRY W BERMAN; CHERYL HUGHES

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2026

[Handwritten signature of Notary Public Karen L. Karn]

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 6th day of March, 2026.

[Handwritten signature of Lezlie F. Chimienti]

Assistant Secretary



Department of Municipal Services

1231 Goldsmith Plymouth, MI 48170
734-453-7737 phone 734-455-1666 fax www.plymouthmi.gov

NOTICE TO BIDDERS

Notice is hereby given that the City of Plymouth, Michigan will accept sealed bids up until 11:00 a.m., March 6, 2026. The bid opening will be at 11:00 a.m., March 6, 2026 for the following:

Grass Cutting: City Parks, Facilities & Right-of-Ways

City of Plymouth
Department of Municipal Services
C/o City Clerk
Plymouth City Hall
201 S. Main Street
Plymouth, Michigan 48170

No pre-bid meeting required. Optional pre-bid meeting is available on February 25, 2026, 9:00 a.m. at DMS Office, 1231 Goldsmith, Plymouth, MI 48170. Please submit any questions via email to njohns@plymouthmi.gov or agerlach@plymouthmi.gov

Specifications and bid documents are available at the city hall during normal business hours. You may also download a copy of the documentation from the City's web site at: <http://www.plymouthmi.gov>.

The City of Plymouth reserves the right to accept or reject any or all bids, in whole or in part, and to waive any irregularities.

Maureen Brodie, CMC
City Clerk
City of Plymouth

INSTRUCTION TO BIDDERS

MODIFICATIONS: The proposal shall not contain any recapitulations of the work to be done. The City is under no obligation to consider alternate proposals or modifications to the specifications unless specifically requested in the bid documents. Oral presentations will not be considered.

EXAMINATION/INTERPRETATION OF THE CONTRACT DOCUMENTS & ABILITY TO BID: Before submitting a proposal, bidders shall carefully read the specifications and other bid documents and shall fully inform themselves as to all existing conditions and limitations and shall include in the proposal a sum to cover the cost of all items included in the specifications. Any bidder in doubt as to the true meaning of any part of the specifications or contract documents may submit to the City of Plymouth a written request for an interpretation or correction thereof. The person submitting such request will be responsible for its prompt delivery. If the interpretation is of general significance to all bidders, the City will attempt to fax or e-mail a copy of the interpretation to all parties known to be considering the bid. If the interpretation is of sufficient importance to potentially affect other bids, then the City may extend the bid due date to give all potential bidders an opportunity to consider the interpretation. Neither the City, nor its agents and employees, shall be responsible for any other explanations or interpretations of the specifications and bid documents, other than those issued in writing by the City Clerk.

It is the intent of the City of Plymouth that all qualified contractors are able to bid under these specifications. If the bidder feels that the specifications are unreasonably restrictive and prevent an effective bid from being submitted, then the bidder is encouraged to notify the City and provide a written request for interpretation of the specification that is being considered restrictive.

ADDENDA: Any addenda issued prior to the bid opening shall be covered by the bidder in the proposal and shall be made part of the contract documents. Receipt of such addendum shall be acknowledged in the proposal.

DELIVERY OF PROPOSALS: Bids shall be delivered by the time and to the place specified in the Notice to Bidders. It is the sole responsibility of the bidder to see that his/her proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals shall be returned to the bidder unopened. To avoid late receipt and disqualification of bids, it is recommended that bidders personally deliver bids or utilize overnight or certified mail with return receipt requested.

BIDS SHOULD BE DELIVERED IN SEALED ENVELOPES BEARING THE INSCRIPTION "Grass Cutting: City Parks, Facilities & Right-of-ways".

DELIVER BIDS TO:

Maureen Brodie
City Clerk
City of Plymouth
201 S Main
Plymouth, MI 48170-1688

WITHDRAWAL: Any bidder may withdraw his/her proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals.

OPENINGS: Proposals will be opened and publicly read aloud at the time designated.

BIDDER QUALIFICATIONS/REFERENCES: All bidders shall include a list of at least three references, preferably municipalities, which the City may contact regarding the bidder's performance. Upon request, the bidder shall also furnish a written statement of qualifications for the proposed work and a list of work completed on similar projects.

DURATION OF PROPOSALS: Each proposal shall be considered binding and in effect for a period of ninety (90) days following the bid opening.

PAYMENT TERMS: To be determined by The City of Plymouth based on the proposals presented.

EVALUATION OF BIDS AND AWARD OF CONTRACT: The City reserves the right to accept or reject any and all bids, in whole or in part, and to waive any and all irregularities and informalities not involving price, time, or changes in the work and to negotiate contract terms with the successful bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies in the multiplication of units of work and units of prices will be resolved in favor of unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating bids, the City shall consider the qualifications of the bidders, whether or not the bids comply with the specifications and such alternates, unit prices and other data requested in the bid documents.

Subject to the approval of the City Commission, the contract will be awarded to the bidder who presents the best possible value, not necessarily the

lowest responsive and responsible bid. The bid may be awarded to more than one contractor, if the best value is found to be in splitting the contract into multiple contracts. Divisions of the contract are at the discretion of the City of Plymouth. Responsibility of the bidder will be determined on the basis of past performance and work of similar character, equipment and labor available to do the work, and financial status. The contract shall be considered to have been awarded after the approval of the City Commission has been obtained and a formal Notice of Award duly served on the intended awardee. The contract shall not be binding upon the City until the agreement has been duly executed by the bidder and the duly authorized officials of the City.

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The contractor shall further not discriminate against any employee or applicant for employment to be employed in the performance of this contract with respect to his/her hire, tenure, terms, conditions, privileges of employment or any matter directly or indirectly related to employment because of age, except in cases of bona-fide occupational qualifications. Non-compliance with the non-discrimination clause of this contract shall result in cancellation, termination or suspension of the contract and the contractor may be declared ineligible for further City of Plymouth contracts.

HOLD HARMLESS CLAUSE: The contractor agrees to defend and hold the City of Plymouth and its tenants harmless from any claims, actions, damages, losses and expenses of any sort arising out of or in connection with any act or omission of said company, its employees, stewards, agents or sub-contractors.

FAILURE TO PERFORM: Failure to perform according to the specifications and bid will result in immediate cancellation of the contract, with the understanding that the City will contact the contractor and inform him/her of any deficiencies and allow corrections of said deficiencies to be made within 24 hours of such notification. Repeated failures of same deficiency will result in immediate termination of the contract after written notice has been given and noted as final notice of failure to comply.

NON-COLLUSION AFFIDAVIT: Bidders will complete the enclosed Affidavit of Non-collusion by Contractor form.

THE CITY OF PLYMOUTH RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, IN WHOLE OR IN PART, AND TO WAIVE ANY IRREGULARITIES.

Grass Cutting: City Parks, Facilities & Right-of-Ways Proposal Specifications

The City of Plymouth's Department of Municipal Services (DMS), 1231 Goldsmith, Plymouth MI, 48170, is seeking the services of a contractor (or multiple contractors) to provide lawn cutting and trimming services for the locations described below for one year, renewable annually for up to three consecutive years.

DMS recommends that all bidders contact the listed email, to have all questions and clarifications resolved prior to submitting a bid. No pre-bid meeting is required; however an optional pre-bid meeting will be held at the DMS Office, 1231 Goldsmith, Plymouth, MI 48170 on Wednesday February 25th, 2026 at 9:00 a.m. If you plan to attend the optional pre bid meeting please email njohns@plymouthmi.gov to register

All questions are preferred to be by email.

LOCATION DESCRIPTIONS AND EXTENTS

Division 1.

Park/Playground & Public Property Locations:

1. Kellogg Park: *Approx. 1 acre(48,000 sf)*, bounded by Main St., Penniman Ave., 676 Ann Arbor Tr, & Ann Arbor Tr. & right-of-way along Ann Arbor Tr. from Deer St. to 585 W. Ann Arbor Tr. (aka. area along front of Saxtons parking lot)
2. Tonquish Creek Nature Walk: *Approx. 1,500 sf*, bounded by Harvey St., Tonquish Creek fence line, wooden pedestrian bridge, & Fence line at the back of houses along Penniman Ave.
3. Veteran's Memorial Park & Vacant Lot @ Church St. & Main St.: *Approx. 1 acre(43,000 sf)*, bounded by Church St., Main St., & PARC, also the three traffic islands in Church St. west of Main St. & vacant lot bounded by Church St., Main St., 186 Main, & 701 Church (First Presbyterian Church)
4. Starkweather Park: *Approx. 10,000 sf*, bounded by Starkweather St., Farmer St., Mill St. & 542 Starkweather and 537 Mill
5. Pointe Park: *Approx. 3/4 acre(34,000 sf)*, bounded by Starkweather St., Mill St., & 1100 Starkweather (Napa Auto Parts) and 1103 Mill
6. Kiwanis Club Park: *Approx. 29,000 sf*, bounded by Junction St., Auburn Ave., 674 Auburn, & rear fence line of Evergreen Ave. houses
7. Hough Park: *Approx. 2 acres(88,000 sf)*, bounded by Maple Ave., McKinley Ave., Park Place, & Evergreen Ave.
8. Rotary Club Park: *Approx. 28,000 sf*, bounded by Herald St., 545 Herald, rear fence line of houses on Jener St., & Wing St.
9. Garden Club Park: *Approx. 24,000 sf*, bounded by Carol Ave., Forest Ave., Sutherland Ave., & 900 Sutherland and 953 Carol
10. Jack Wilcox Park: *Approx. 9,000 sf*, bounded by Dewey Ave., rear fence line of houses on Simpson Ave., and 670 Byron, & Byron Ave.
11. Lion's Club Park (both North and South of Burroughs Ave.): *Approx. 1 1/3 acres(60,000 sf)*, bounded by Harding St., 855 Harding, 856 Coolidge, rear fence line of 850-900 Fairground, rear fence line of 920-1080 Fairground, Coolidge St. dead end, 964 Coolidge, & 963 Harding.
12. Fairground Park: *Approx. 2 1/3 acres(100,000 sf)*, bounded by rear fence line of houses on Maple St., Hamilton St., 591 Hamilton, 392 Joy, Joy St., rear and side fence line of 607 Harding St., & Harding St.
13. Smith Park: *Approx. 8,000 sf*, bounded by 585 Sheldon, 592 Elm, Elm Ave., 614 Evergreen, & Sheldon Rd.
14. Knights of Columbus Park (Fire Station #2): *Approx. 10,000 sf*, bounded by Spring St., Holbrook Ave., rear fence line of houses on Caster St., rear fence line of houses on Mill St., & 140 Spring
15. City Hall & East Central Parking Lot: *Approx. 1/2 acre(20,000 sf)*, bounded by Main St., Church St., Police Garage bldg., & approx. City of Plymouth Historical Marker, also the traffic islands in Church St. east of Main St. and the right of way on Church St. from Main St. to Union

St. including all traffic islands, also all traffic islands in and around the parking lot that extends from the rear of "The Gathering" to Church St. and including the right-of-way on Union St. from Church St. to parking lot entrance

Division 2.

Right-of-way Locations:

16. Coolidge St. Right-of-way: *Approx. 3,200 sf*, bounded by Lion's Club Park, Coolidge St., Rear property lines of houses fronting on Fairground, 440 Ross & 505 Hartsough
17. Wilcox Rd. Right-of-way (ROW): *Approx. 1 acre(41,000 sf)*, right-of-way along Mill St. from Rouge River bridge to Wilcox Rd. & right-of-way along Wilcox Rd. from Mill St. to E. Hines Dr. (Rouge River bridge) & Traffic Island @ Wilcox Rd. & Mill St. & surrounding Old Village Sign (ROW along Starkweather from Rouge River bridge to Mayflower Towing driveway) & Vacant Lot @ Wilcox Rd. & Holbrook St., bounded by Wilcox Rd., Holbrook St. & 1083 Holbrook Sidewalk
18. Sheldon Service Drive: *Approx. 12,000 sf*, right-of-way between Sheldon Rd. service drive & Sheldon Rd. from Nantucket St. to Provincetown St.
19. N. Territorial Rd. Right-of-way: *Approx. 26,000 sf*, right-of-way along N. Territorial from Cassady Place Property to Scituate Dr. & Scituate Dr. to city limit & Scituate Dr. traffic island + cul de sac / traffic island Lexington and leicester
20. Ann Arbor Tr. & Sheldon Rd. Lot: *Approx. 11,000 sf*, bounded by Ann Arbor Tr., Sheldon Rd., Alleyway, & 1488 Ann Arbor Tr.
21. Sheldon Rd. Right-of-way: *Approx. 1 acre(43,000 sf)*, right-of-way along Sheldon Rd. from Smith Playground to Beech St., from Beech St. to Hartsough Ave. & from Hartsough Ave. to Crestwood Park Condos (Byron Creek bridge)
22. Byron Ave. Right-of-way: *Approx. 10,000 sf*, right-of-way along Byron Ave. from McKinley Ave. to 1142 Byron, from 1056 Byron to Harvey St. & from Harvey St. to Main St.
23. Park & Mill St. Right-of-way: *Approx. 24,000 sf*, bounded by Mill St., Park Ave., Rear fence line of Parkview duplexes, & 407 Mill & Park Ave traffic island
24. Mill St. Right-of-way: *Approx. 18,000 sf*, right-of-way along Mill St. from Plymouth Hills Apartments to Burroughs Ave., from Burroughs Ave. to 880 Mill St., from 882 Mill St. to Hartsough St., & from Hartsough St. to East Middle School
25. Theodore St. Right-of-way: *Approx. 3/4 acre(31,000 sf)*, bounded by Farmer St., Railroad Tracks, Mill St., & Theodore St.

Division 3.

Recreation Locations:

26. Cultural Center: *Approx. 3/4 acre(34,000 sf)*, right-of-way along Farmer St. from rear fence line of Adams St. houses to DTE Substation, apron along Adams St. houses rear fence line, apron along PARC fence line, right-of-way along Theodore St. from PARC fence line to DTE Substation, apron along DTE Substation between building and fence line, & front entry areas
27. Massey Field: *Approx. 29,000 sf*, baseball diamond only
28. TDM/Automotive Components Holdings/Visteon/Ford Soccer Fields: *Approx. 4 1/2 acres(196,000 sf)*, bounded by wooded areas or brush on three sides, & entry road, maximum overall dimensions approx. 255 feet by 825 feet

Division 4.

Cemetery Locations:

29. Riverside Cemetery: *Approx. 12 acres(522,000 sf)*, bounded by Hines Park, fence line along DMS bulk storage area, fence line along Industrial Park, & Massey Field and Courthouse parking, includes right-of-way along Plymouth Rd. from parking entrance to 800 Plymouth Rd.
30. York St. Cemetery: *Approx. 1 acre(45,000 sf)*, bounded by cemetery fence line on all sides & includes the drive approach of Pearl St from York St. to the cemetery entrance

SPECIFICATIONS

General:

1. **No pre-bid meeting is required.**
2. **Optional pre-bid meeting is offered on Wednesday February 25th, 2026 at 9:00 a.m. at the Plymouth DMS Office, 1231 Goldsmith, Plymouth, MI 48170. To register please email njohns@plymouthmi.gov**
3. **All bidders are encouraged to submit any questions, concerns or clarifications via email prior to submitting a bid.**
4. The contractor shall provide all prices inclusive of all foreseen costs. No additional surcharges, charges, fees, extras, etc. will be permitted.
5. The intent of the City of Plymouth is to maintain its parks, facilities and right-of-ways in a clean, neat and orderly appearance, suitable to its intended use. The contractor shall perform all the following:
 - Furnish all labor, supervision, equipment, fuel, material, tools, supplies, services, and special skills required to perform the maintenance as set forth herein
 - Provide a sufficient number of operators and equipment to insure the timely completion of the mowing
 - Maintain equipment in proper working order, remove damaged equipment from service as soon as possible, ie. Bent, broken or missing blades, flat tires, etc.
 - Utilize lawn mowing equipment able to provide an accurate, level, and consistent cut. Equipment must have the ability to adjust the cutting height to the specific height as directed
 - Lawn mowing, including but not limited to trimming, edging and clean up
 - Trim around all obstacles on lawn areas with each mowing without damaging trees or landscaping
 - Edge and trim all lawn areas with each and every mowing including but not limited to the removal of grass, weeds, and/or plant growth from sidewalk, paver, and/or brickwork, edges, control/expansion joints and cracks, throughout the entire location. Additionally, remove grass, weeds, and/or plant growth at the back of curb, around manhole structures, and in the curb and gutter throughout and adjacent to the entire location
 - Remove all grass clippings from walkways, parking lots, and other paved areas
 - Leave grass on the lawn to decompose, unless in such significant clumps/piles that the clippings would damage/suffocate the grass
 - Clean up any trash or debris on lawn before mowing, and dispose of trash and debris in an acceptable manner
 - Repair, replace, and satisfactorily correct all damage to lands, grass, and vegetation
 - Not blow grass onto/into any storm drains, parking areas or adjacent private property
 - Not mow in severe wet conditions so as to not damage the turf, drainage or soil
 - Not mow in drought conditions as specified by DMS
 - The contractor shall not use any grass or weed killer of any type at any location within any park, ROW, or cemetery
 - Take every precaution to avoid spilling or leaking petroleum products. If leakage/spillage does occur, the contractor shall take immediate action to clean up the spill in accordance with recommended standards for dealing with spillage of hazardous materials
 - Exercise precaution at all times for the prevention/protection of all people and property. Safety provisions of all applicable laws, regulations and ordinances shall be observed. The City of Plymouth may require the contractor to discontinue hazardous work practices upon written notice. The contractor shall keep all necessary guards and protective devices in place at locations where work is being performed to prevent injury to the public or damage to public and/or private property.

6. Perform weekly mowing, or as needed, or as indicated on the bid proposal form or as directed by DMS, subject to change upon direction of DMS and/or Recreation Department Supervisor. Schedule of mowing and/or leaf clean up may be dictated and/or changed by the City of Plymouth at any time.
7. Schedule: Subject to change due to weather conditions, lack of growth, or any other concern.
 - First tentative week of mowing: April 27th, 2026
 - Last tentative week of mowing: October 30, 2026
 - For bidding purposes, the mowing season is considered to be 27 weeks.
8. Cut grass to a height of approximately 3 inches (unless otherwise specified), with blades sharpened on a regular basis, not bent or otherwise impaired. Grass height is measured from the soil to the tip of the grass blade.

Recreation Locations:

1. TDM/Automotive Components Holdings/Visteon/Ford Soccer Fields:
 - Grass shall be cut at a height of 2 ½" to 3 ½" as directed by the City of Plymouth Recreation Department director
 - Every effort will be made to provide the specified cutting heights to the contractor in advance. Notice given to the contractor will be weather and event dependent
 - Grass shall be cut 1 to 2 times per week as needed or as directed by the City of Plymouth Recreation Department director
 - Cutting schedule will be dependent on coordination with field paint/marketing contractor
 - Grass shall be cut under moveable soccer goals. The contractor shall be held responsible for any and all damage to goals and nets
 - Additional special cuttings may be requested per the City of Plymouth Recreation Department director
2. Massey Field:
 - Grass shall be cut at a height of 2 ½" to 3 ½" as directed by the City of Plymouth Recreation Department director
 - Every effort will be made to provide the specified cutting heights to the contractor in advance. Notice given to the contractor will be weather and event dependent
 - Grass shall be cut 1 to 2 times per week as needed or as directed by the City of Plymouth Recreation Department director
 - Cutting schedule will be dependent on coordination with field paint/marketing contractor
 - Additional special cuttings may be requested per the City of Plymouth Recreation Department director

Cemetery Locations:

1. Riverside Cemetery:
 - Grass shall be cut at a height of 3" as directed by the City of Plymouth DMS
 - The contractor shall be held responsible for any and all damage including but not limited to: cracked, chipped or broken concrete foundations, grave stones, or monuments
 - The contractor shall be responsible for any damaged flowers, shrubs, trees, vines or other vegetation and the proper compensation of said vegetation
 - The contractor shall not use any grass or weed killer of any type at any location within the cemetery.
2. York St. Cemetery:
 - Grass shall be cut at a height of 3" as directed by the City of Plymouth DMS
 - The contractor shall be held responsible for any and all damage including but not limited to: cracked, chipped or broken concrete foundations, grave stones, or monuments
 - The contractor shall be responsible for any damaged flowers, shrubs, trees, vines or other vegetation and the proper compensation of said vegetation

- The contractor shall not use any grass or weed killer of any type at any location within the cemetery.

Fall Leaf Clean up:

1. Leaves may be mowed/mulched on the lawn to decompose, unless in such significant clumps/piles that the leaves would damage/suffocate the grass.
2. Leaves may NOT be blown/raked/pushed/or otherwise deposited into or onto rivers, creeks, drains, storm sewers or any other stormwater system component. All proper precautions should be taken to ensure leaf piles do not cover or block storm drainage structures/catch basins.
3. Leaves are to be blown, raked or removed from the grass and piled at the curb, when leaf quantities become too large to be mulched into the lawn to decompose. Refer to DMS for additional instructions regarding fall bulk leaf pick up.
4. Refer to DMS for bulk leaf pick up scheduling after Labor Day.
5. Leaf clean up will occur in a maximum of two occurrences, an initial clean up coinciding with the City's first bulk leaf pick up date and a second follow up clean up coinciding with the City's second bulk leaf pick up date.
6. Refer to the bid proposal form (spreadsheet) for the locations designated for fall leaf clean up.

Bonding, Insurance & Contract:

1. Contract
 - This bid is for a 1 year contract for the year of 2026. The contract may be extended on an annual basis for up to a total contract length of 3 years, 2026-2029. At the end of 3 consecutive years, the contract will be put out to bid regardless of the performance of the contractor. This contract will be scheduled to be rebid in the year 2029.
 - The successful bidder will provide a written contract. Contract documents to be furnished by the successful bidder within 10 business days following the award of the contract on Monday March 6th, 2026.
 - Upon extension of the initial 1 year contract, a new contract will be written up for each 1 year extension and executed prior to the start of mowing for each season.
2. All bid proposals must include a Bid Payment Bond in the amount of 10% of the total bid price to be made payable to the City of Plymouth. If a contractor is successful, a performance bond shall also be required.
 - Every bid must be accompanied by a money order, cashiers check or certified check, made payable to the City of Plymouth, or a bond with corporate surety in the amount of 10% of the bid.
 - The bid bond amount is determined as 10% of the "Total Grass Mowing Bid Price Per Cutting 2026" this is the total located at the bottom of the bid proposal form.
 - Said bid bond shall be forfeited to the City of Plymouth in the event a bidder neglects or refuses to enter into a written contract with the City of Plymouth within 10 business days of the award of the contract by the City of Plymouth DMS.
 - Following the award of the contract the bid bond of each unsuccessful bidder shall be returned to each such bidder.
 - The bid bond of the successful bidder, to whom the contract is awarded, shall be returned upon the execution of the contract and delivery of the performance bond as described below.
3. Performance Bond
 - A performance bond shall be provided by the successful bidder. The performance bond must be in the amount of 100% of the contract amount, and submitted to the City of Plymouth within 30 days after announcement of the award.
 - The performance bond amount will be based on a season of 27 grass cuttings + 2 fall leaf clean ups for the contracted period of 1 year.
 - If the bidder fails to furnish the performance bond within 30 days, the contract is void and the City of Plymouth may claim the amount in the bid bond.

- The performance bond shall be renewed each year that the contract is renewed. The renewed performance bond must be in the amount of 100% of the contract amount for that contract year and submitted to the City of Plymouth within 30 days of the renewal of the contract.
4. Insurance
 - Every bidder must provide proof of Comprehensive General Liability Insurance with minimum limits of \$500,000 combined single limit bodily injury and/or property damage.
 - Every bidder must provide proof of Automobile Liability Insurance with minimum limits of \$500,000 combined single limit bodily injury and/or property damage.
 - Every bidder must provide proof of Worker's Compensation Insurance that complies with the Worker's Compensation laws of Michigan.
 5. The contractor shall not bill the City of Plymouth unless the work has been fully completed. Partial completion at any given location will result in no payment for that location. Partial completion includes but is not limited to the following: mowing but not trimming, mowing one part of a multi-part location, mowing any fraction of Riverside cemetery less than the entirety.
 6. Unless the contractor has been directed to not mow grass due to drought or other conditions per DMS, the contractor shall maintain the schedule outlined above and for special conditions below. If the contractor fails to maintain schedule, without City of Plymouth consent, the City of Plymouth may supplement the mowing with City of Plymouth staff or another contractor, with payment for this work deducted from the performance bond.
 7. The contractor shall not obligate the City of Plymouth to make any payments to another party, nor make any promises or representations to another party for, or in behalf of, the City of Plymouth, without prior written approval from the City of Plymouth DMS.
 8. The City of Plymouth is a tax exempt entity.
 9. The City of Plymouth reserves the right to split the award of this contract to multiple bidders. Divisions of this contract include, but are not limited to: Park/Playground & Public Property Locations, Right-of-way Locations, Recreation Locations, and Cemetery Locations
 10. Private Property Damage Claims :The Contractor awarded this Contract shall be solely responsible for the investigation, administration, and resolution of all claims for damage to private property arising out of or related to the Contractor's work. The Contractor shall handle all such claims directly with the affected private property owner and shall not use the City of Plymouth as a mediator, intermediary, or decision-maker in any claim. The Contractor agrees to provide a written plan of action on each private property damage claim within fourteen (14) calendar days of receipt of the claim. The plan of action shall state the sequence of events that led to the claim and include any supporting documentation. The Contractor shall be fully responsible for payment of all damages for which it is liable. If the Contractor fails to correct the damage or otherwise resolve any private property claim to the satisfaction of the private property owner, the City may withhold partial or full payment from the Contractor's performance bond in an amount sufficient to cover the unresolved damages, without prejudice to any other remedies available to the City.

Vendors with Questions:

Questions related to this Request for Proposal should contact Nick Johns or Adam Gerlach at the Department of Municipal Services at (734) 453-7737 or njohns@plymouthmi.gov or agerlach@plymouthmi.gov

AFFIDAVIT OF NONCOLLUSION

STATE OF Michigan COUNTY OF Wayne

Douglas Nicholl (name), being first duly sworn deposes and says that he is

Chief Executive Officer (title) of Ground Control Property Services (corporation)

who submits herewith to the City of Plymouth a proposal for **Grass Cutting: City Parks, Facilities & Right-of-ways** for the City of Plymouth certifies:

That all statements of fact in such proposal are true;

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

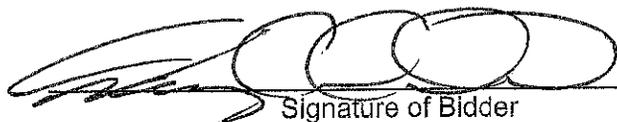
That such proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Plymouth, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of proposals, said bidder:

1. Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
2. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his bid;
3. Did not in any manner, either directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else or to raise or fix any overhead, profit, cost element of his proposal price or of that of anyone else;
4. Did not, directly or indirectly, submit his proposal price or any breakdown thereof, or the content thereof, or divulge information relative thereof, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to any person or persons who have a partnership or other financial interest with said bidder in this business.

Ground Control Property Services
Firm Name


Signature of Bidder

02/27/2026

Date

City of Plymouth Proposal Form

Grass Cutting: City parks, Facilities, & Right-of-ways 2026, Renewable for 2027 & 2028

- Please provide pricing for work to be completed in the table below.
Do not leave fields blank, if the value is zero, indicate 0.
- Bid Bond
- Insurance Certificates
 - Workman's Compensation
 - General Liability
 - Automobile Liability
- Submit three (3) copies of the proposal

| Location | Mowing Schedule | Grass Mowing Bid | | Fall Leaf Clean up Bid | |
|---|-----------------|-------------------|--------------------------|------------------------|--------------------------|
| | | Price PER CUTTING | | Price PER CLEAN UP | |
| <i>Park/Public Property & Right-of-way Locations</i> | | 2026 | Annual Escalator, If any | 2026 | Annual Escalator, If any |
| #1 (Kellogg Park) | 1 /week | \$ 120.00 | 0 % | \$ 180.00 | 0 % |
| #2 (Tonquish Cr.) | 1 /week | \$ 45.00 | 0 % | X | X |
| #3 (Veteran's Park) | 1 /week | \$ 60.00 | 0 % | \$ 90.00 | 0 % |
| #4 (Starkweather Park) | 1 /week | \$ 60.00 | 0 % | \$ 90.00 | 0 % |
| #5 (Pointe Park) | 1 /week | \$ 60.00 | 0 % | \$ 90.00 | 0 % |
| #6 (Kiwanis Park) | 1 /week | \$ 80.00 | 0 % | \$ 120.00 | 0 % |
| #7 (Hough Park) | 1 /week | \$ 200.00 | 0 % | \$ 300.00 | 0 % |
| #8 (Rotary Park) | 1 /week | \$ 80.00 | 0 % | \$ 120.00 | 0 % |
| #9 (Garden Club Park) | 1 /week | \$ 70.00 | 0 % | \$ 105.00 | 0 % |
| #10 (Jack Wilcox Park) | 1 /week | \$ 60.00 | 0 % | \$ 90.00 | 0 % |
| #11 (Lion's Park) | 1 /week | \$ 110.00 | 0 % | \$ 165.00 | 0 % |
| #12 (Fairground Park) | 1 /week | \$ 200.00 | 0 % | \$ 300.00 | 0 % |
| #13 (Smith Park) | 1 /week | \$ 55.00 | 0 % | \$ 82.50 | 0 % |
| #14 (Knights of Columbus) | 1 /week | \$ 60.00 | 0 % | \$ 90.00 | 0 % |
| #15 (Coolidge St ROW) | 1 Bi-weekly | \$ 50.00 | 0 % | X | X |
| #16 (Wilcox Rd ROW) | 1 Bi-weekly | \$ 90.00 | 0 % | X | X |
| #17 (Sheldon Service Drive) | 1 Bi-weekly | \$ 60.00 | 0 % | X | X |
| #18 (N Territorial ROW) Lexington Leicester cul de sac | 1 Bi-weekly | \$ 75.00 | 0 % | X | X |
| #19 (Lot @ AATr & Sheldon) | As requested | \$ 60.00 | 0 % | X | X |
| #20 (Sheldon ROW) | 1 Bi-weekly | \$ 75.00 | 0 % | X | X |
| #21 (Byron ROW) | 1 Bi-weekly | \$ 55.00 | 0 % | X | X |

| | | | | | |
|--|-------------|-------------|-----|-------------|-----|
| #22 (Park Av & Mill St ROW) | 1 Bi-weekly | \$ 75.00 | 0 % | X | X |
| #23 (Mill @ Burr/Harts ROW) | 1 Bi-weekly | \$ 65.00 | 0 % | X | X |
| #24 (Theodore ROW) | 1 Bi-weekly | \$ 70.00 | 0 % | X | X |
| #25 (City Hall & East Central Parking Lot) | 1 /week | \$ 70.00 | 0 % | \$ 105.00 | 0 % |
| <i>Recreation Locations</i> | | | | | |
| #26 (Cultural Center) | 1 /week | \$ 90.00 | 0 % | \$ 135.00 | 0 % |
| #27 (Massey Field) | 1-2 /week | \$ 75.00 | 0 % | \$ 112.50 | 0 % |
| #28 (ACH/Vist/Ford Soccer Field) | 1-2 /week | \$ 250.00 | 0 % | \$ 375.00 | 0 % |
| <i>Cemetery Locations</i> | | | | | |
| #29 (Riverside Cemetery) | 1 /week | \$ 600.00 | 0 % | \$ 900.00 | 0 % |
| #30 (York St Cemetery) | 1 Bi-weekly | \$ 120.00 | 0 % | \$ 180.00 | 0 % |
| Total Grass Mowing Bid Price Per Cutting 2026: | | \$ 3,140.00 | | | |
| Total Fall Leaf Clean up Bid Price Per Clean up 2026: | | | | \$ 3,630.00 | |

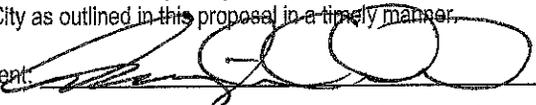
Contractor Company Name: Ground Control Property Services

Address: 22100 Huron Township Ct
New Boston, MI, 48164

Phone Number: (313)727-9710 Fax: _____

Email Address: nicholld@groundcontrolps.com Contractor Contact Person: Douglas Nicholl

The Undersigned, having examined the scope of work, hereby proposes to perform the work in a manner satisfactory to the City of Plymouth in accordance with all specifications, terms and conditions contained in this bid document at the following rates and prices and complete all work within schedules as generally stated and specifically agreed to at the initiation of each phase of work. I affirm that I have the authority to submit this bid to the City of Plymouth for the work specified on the attached sheet. I propose to supply the materials and labor to the City as outlined in this proposal in a timely manner.

Signature of Authorized Agent:  Date: 02/27/2026

Printed Name of Authorized Agent: Douglas Nicholl - Chief Executive Officer

Bid Opening: Grass Cutting: City Parks, Facilities & Right-of-Ways
 Date/Time: Friday, March 6, 2026 11:00 a.m.

UNOFFICIAL BID RESULTS

Attendees: Maureen Brodie
 Nick Johns
 Brian Ronayne
 Sydney Bridgman

| Bidder | 2026 Total Grass Mowing (Per Cut Price) | 2026 Total Fall Leaf Clean-up (Per Clean-up Price) | Bid Bond | Insurance Certificates Workers Comp General Liability Automotive | Affidavit of Non-Collusion |
|---|--|---|----------|---|----------------------------|
| Winter Green II Lawn & Landscape, Inc. | Total for Season \$106,631.00 | Per Clean up \$21,710.00 | Y | Y | N |
| Allen's Landscape & Lawn Services, Inc. | Per Cut \$3,659.66 | Per Clean up \$5,824.79 | Y | Y | Y |
| DeSantis Landscape LLC | Total for Season \$114,815.00 | Per Clean up \$6,143.00 | Y | Y | Y |
| Ground Control Property Services | Per Cut \$3,140.00 | Per Clean up \$3,630.00 | Y | Y | Y |
| Serene Landscape Group | Per Cut \$3,579.50 | Per Clean up \$6,000.00 | Y | Y | Y |
| Executive Property Maintenance | Total for Season \$95,396.00 | Per Clean up \$5,605.00 | N | Y | Y |
| Parrot Landscaping | Per Cut \$3,157.00 | Per Clean up \$5,045.00 | Y | Y | Y |
| | | | | | |
| | | | | | |

RESOLUTION

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

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

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

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

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

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

ITEM #8.c.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Chris S. Porman, City Manager
CC: S:\Manager\Porman Files\Memorandum - Designation of Voting Locations in City - 3-16-2026.docx
Date: February 23, 2026
RE: Designation of Voting Locations

Background

As the City Commission is aware, voters passed significant changes to the laws related to voting in 2022. In addition to voting at the polls on Election Day and no-reason absentee voting, the law now allows early voting at the polls. One of the requirements of the state law is that we must designate our voting locations for elections.

The Plymouth Cultural Center was previously designated as the voting location for all precincts on Election Day for all elections. To confirm that this would also be the ideal location for early voting, we designated the Cultural Center for the 2024 early voting election cycle after the new laws were enacted.

As the Plymouth Cultural Center has proven to be the ideal location to hold early voting, the City Commission can establish this as the designated location for early voting for all precincts for all elections that early voting is held.

It should be noted that the Plymouth Cultural Center meets all the requirements to be designated as a voting location: is a public facility; is not leased/owned by an elected official or candidate; is fully accessible to elderly persons and persons with disabilities.

Recommendation

The City Administration recommends that the City Commission designate the Plymouth Cultural Center as the voting location for all City residents in all precincts, to include Election Day and all Early Voting days held in the City of Plymouth.

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

RESOLUTION

The following Resolution was offered by _____ and seconded by _____

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

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

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

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

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

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

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



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Chris S. Porman, City Manager
CC: S:\Manager\Porman Files\Memorandum - Schedule Public Hearing for Liquor Licenses - 3-16-26.docx
Date: March 13, 2026
RE: Notice of Annual Public Hearing for Liquor Licenses

Background

Each year the City of Plymouth Local Liquor License Review Committee reviews the current liquor license holders and ultimately makes a recommendation to the State of Michigan as to the renewal, revocation and non-renewal of said licenses. As a proactive measure, the administration would like to schedule the public hearing as we are required to provide 10 work day notice. In order to fit the schedule, we would like to have the City Commission publicly set the Public Hearing date for April 6, 2026, which gives the administration time to process the notices. We anticipate that the draft that is attached to this item will alter significantly as owners/operators will come in and make payments prior to the LLRC meeting again prior to the April 6th City Commission meeting and ultimately recommend to the City Commission the renewal, revocation, or non-renewal to the State of Michigan. This step gets that in motion and allows us to continue communicating with those liquor serving establishments.

Recommendation

The administration recommends that the City Commission formally schedule the public hearing for Monday, April 6, 2026, during the Commission's regular meeting. This hearing will allow the City Commission to hear from owners/operators, as well as the public related to the renewal, revocation, and non-renewal of liquor licenses in accordance with the City of Plymouth Liquor Management Ordinance prior to the Commission's final review and consideration.



**Plymouth City Commission
Public Hearing Notice
Monday, April 6, 2026 7:00 p.m.
Plymouth City Hall & Online Zoom Webinar**

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

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

**NOTICE OF ANNUAL PUBLIC HEARING
FOR RECOMMENDING RENEWAL, REVOCATION,
AND NON-RENEWAL OF LIQUOR LICENSES
IN ACCORDANCE WITH THE
CITY OF PLYMOUTH LIQUOR MANAGEMENT ORDINANCE**

**MONDAY, APRIL 6, 2026
7:00 P.M.**

**PLYMOUTH CITY HALL
201 S. MAIN ST.
PLYMOUTH, MI 48170**

**NOTICE OF A
PUBLIC HEARING FOR RECOMMENDING
RENEWAL, REVOCATION AND NON-RENEWAL
OF LIQUOR LICENSES IN ACCORDANCE WITH
The City of Plymouth Liquor Management Ordinance**

Plymouth City Commission
Commission Chambers
201 S. Main
Plymouth, MI 48170
April 6, 2026 - 7:00 p.m.

***ADMINISTRATIVE RECOMMENDATIONS ARE CURRENT AS OF 03/13/26 AND ARE
SUBJECT TO CHANGE PENDING ADDITIONAL INFORMATION.***

Open Public Hearing – As a part of the Regular City Commission Agenda

- 1) Aqua Fine Dining (VNB LLC) – 413 N. Main - Administrative Recommendation to approve renewal.
- 2) Barrio Cocina Y Tequileria 555 Forest – Administrative Recommendation to approve renewal.
- 3) Buon Vino Winery, LLC, Pizza E Vino 849 Penniman - Administrative Recommendation to approve renewal.
- 4) Bearded Lamb Brewing Company – 149 W. Liberty – Two Licenses – Microbrew/Small Wine Maker – Administrative Recommendation to approve renewal.
- 5) Chicane – 885 Starkweather – Administrative Recommendation for approval.
- 6) Compari's/Fiamma/Sardine Room – 350, 370 & 380 S. Main – Three establishments one license – Administrative Recommendation for Approval.
- 7) E.G. Nicks – 500 Forest Ave. – Administrative Recommendation for approval.
- 8) Hermann's Olde Town Grille – 195 W. Liberty – Administrative Recommendation for approval
- 9) Highline Spirits – 380 S. Main - Administrative Recommendation for approval.
- 10) Ledger/Ebenezer – 306 S. Main – Administrative Recommendation for approval.
- 11) Mayflower Lt. Gamble Post – VFW – 1426 S. Mill – Administrative Recommendation for approval.
- 12) Mayflower Meeting House – 499 S. Main – Administrative Recommendation for approval.

- 13) Nico & Vali – 744 Wing – Administrative Recommendation for approval.
- 14) Plymouth – Ann Arbor Elks – 110 W. Ann Arbor Trail – Administrative Recommendation for approval.
- 15) Plymouth Cultural Center – City of Plymouth– 525 Farmer Street – Administrative Recommendation to approve renewal.
- 16) Plymouth Knights of Columbus Council 3292 – 150 Fair – Administrative Recommendation for approval.
- 17) Plymouth ROC/Framo Enterprise, LLC – 1020 W. Ann Arbor Road (License in Escrow) – Administrative Recommendation for approval.
- 18) Red Ryder – 584 Starkweather – Administrative Recommendation for approval.
- 19) SideCar – 340 N. Main – Administrative Recommendation for approval.
- 20) Westborn Market – 860 – 870 Penniman – Administrative Recommendation for approval.
- 21) Plymouth Cultural Center – 525 Forest - Administrative Recommendation for approval
- 22) The Downtown Pourhouse – 860 Fralick – Administrative Recommendation for approval

The following establishments are in escrow

- 23) Plymouth ROC/The Drift – 1020 W Ann Arbor Road – No Action Recommended

The following establishments are recommended for NON-RENEWAL OR REVOCATION as outlined here:

- 24) **Bigalora/Arbor Brewing – 777 W. Ann Arbor Trail** – Two establishments/one license – Administrative Recommendation for non-renewal and revocation for failure to pay outstanding bills due to the City estimated at \$1,816.00 and is a violation of City Ordinance. A hearing before the Local Liquor License Review Committee in accordance with Section 9 of the City of Plymouth Liquor Management Ordinance. LLRC Hearing is scheduled for 6:00 p.m. on April, 6, 2026, at the Plymouth City Hall, 201 S. Main Street, Plymouth, MI.
- 25) **Ironwood Grill – 840 W. Ann Arbor Trail** —Administrative Recommendation for non-renewal and revocation for failure to pay outstanding bills due to the City estimated at \$2,353.00 and is a violation of City Ordinance. A hearing before the Local Liquor License Review Committee in accordance with Section 9 of the City of Plymouth Liquor Management Ordinance. LLRC Hearing is scheduled for 6:00 p.m. on April, 6, 2026, at the Plymouth City Hall, 201 S. Main Street, Plymouth, MI.

- 26) **Pakwaan Restaurant – 447 Forest** - Administrative Recommendation for non-renewal and revocation for failure to pay outstanding bills due to the City estimated at \$127.22 and is a violation of City Ordinance. A hearing before the Local Liquor License Review Committee in accordance with Section 9 of the City of Plymouth Liquor Management Ordinance. LLRC Hearing is scheduled for 6:00 p.m. on March 17, 2025, at the Plymouth City Hall, 201 S. Main Street, Plymouth, MI.
- 27) **Park place Gastro Pub – 336 S. Main** - Administrative Recommendation for non-renewal and revocation for failure to pay outstanding bills due to the City estimated at \$3020.69 and is a violation of City Ordinance. A hearing before the Local Liquor License Review Committee in accordance with Section 9 of the City of Plymouth Liquor Management Ordinance. LLRC Hearing is scheduled for 6:00 p.m. on March 17, 2025, at the Plymouth City Hall, 201 S. Main Street, Plymouth, MI.
- 28) **Penn Grill – (VWS Holdings) – 820 Penniman** - Administrative Recommendation for non-renewal and revocation for failure to pay outstanding bills due to the City estimated at \$5819.12 and is a violation of City Ordinance. A hearing before the Local Liquor License Review Committee in accordance with Section 9 of the City of Plymouth Liquor Management Ordinance. LLRC Hearing is scheduled for 6:00 p.m. on March 17, 2025, at the Plymouth City Hall, 201 S. Main Street, Plymouth, MI.
- 29) **Sean O’Callaghan’s – 821 Penniman** – Administrative Recommendation for non-renewal and revocation for failure to pay outstanding bills due to the City estimated at \$1896.32 and is a violation of City Ordinance. A hearing before the Local Liquor License Review Committee in accordance with Section 9 of the City of Plymouth Liquor Management Ordinance. LLRC Hearing is scheduled for 6:00 p.m. on March 17, 2025, at the Plymouth City Hall, 201 S. Main Street, Plymouth, MI.
- 30) **Thai Basil – 983 W. Ann Arbor Trail** – Administrative Recommendation for non-renewal and revocation for failure to pay outstanding bills due to the City estimated at \$234.00 and is a violation of City Ordinance. A hearing before the Local Liquor License Review Committee in accordance with Section 9 of the City of Plymouth Liquor Management Ordinance. LLRC Hearing is scheduled for 6:00 p.m. on March 17, 2025, at the Plymouth City Hall, 201 S. Main Street, Plymouth, MI.
- 31) **Post Local Bistro – 844 Penniman** – Administrative Recommendation for non-renewal and revocation for failure to pay outstanding bills due to the City estimated at \$23,196.12 and is a violation of City Ordinance. A hearing before the Local Liquor License Review Committee in accordance with Section 9 of the City of Plymouth Liquor Management Ordinance. LLRC Hearing is scheduled for 6:00 p.m. on March 17, 2025, at the Plymouth City Hall, 201 S. Main Street, Plymouth, MI.

** License holders with past due payments due should check their records to confirm if the payment has already been made and notify the City Treasurer (734-453-1234 ext. 209.) Contact with the City Treasurer and payment can result in the Administrative Recommendation being changed in advance of the Public Hearing. **Past due tax payments to Wayne County should have a receipt showing payment.***

The City of Plymouth may provide correspondence, reports and/or public comment from the City Manager, Police Chief, City Clerk, Building Official, Fire Chief or Inspector, City Treasurer and/or other members of the City of Plymouth Staff.

LOCAL LIQUOR LICENSE REVIEW COMMITTEE WILL MEET AT 6:00 p.m. ON MONDAY, APRIL 6, 2026 AT THE PLYMOUTH CITY HALL TO MAKE A FINAL RECOMMENDATION TO CITY COMMISSION ON RENEWAL, REVOCATION AND NON-RENEWAL OF LIQUOR LICENSES.

Licensees are required to notify the City's Attorney's Office at least three (3) days prior to the hearing date if they intend to contest the proposed action, and to provide the names of witnesses known at the time who will testify on their behalf (Section 8, B6). Contact City Attorney's Office at – Plunkett & Cooney, Robert Marzano, City Attorney - 248-594-6357.

RESOLUTION

Schedule Public Hearing for Recommending Renewal, Revocation
and Non-Renewal of Liquor Licenses

The following resolution was offered by Comm. _____ and

seconded by Comm. _____

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

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

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

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

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



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Chris S. Porman, City Manager
CC: S:\Manager\Porman Files\Memorandum - Emergency Purchase Confirmation Water Main Repair 03-16-26.docx
Date: March 13, 2026
RE: Emergency Purchase Confirmation Water Main Repairs

Background

On January 29, 2026, the city experienced multiple water main breaks. One of which was located on Harvey at the intersection of Fralick and the other was located on Hartsough between Harvey and Main St. In addition to the multiple breaks, DMS crews were also preparing for the Ice Festival that upcoming weekend and the intersection of Fralick and Harvey is part of the detour route. Based on the situation, it was necessary to seek a contractor to assist DMS crews with the water main repairs as well as provide steel plating once the repairs were complete, to open the road for traffic at the Fralick and Harvey intersection. I provided Emergency authorization as indicated in the Charter and provided notification to the Commission via email on the same day.

The City Administration requests that the City Commission confirm the purchase authorization to have Perlongo Excavating complete the work on the water main repairs as well as the steel plates to reopen Fralick and Harvey. Funding for this repair would come from the Water and Sewer Fund and not impact the General Fund.

Recommendation

The City Administration recommends that the City Commission confirm the emergency purchase authorization for repairs to the City's water system and the rental of the steel plates.

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

Emergency Authorization

From Porman, Chris <cporman@plymouthmi.gov>
Date Thu 1/29/2026 6:24 PM
To Group - Commission <commission@plymouthmi.gov>

Good Evening,

Crews are still working on the water main break repair at Harvey and Fralick and will continue until completed. In addition, there is another water main break on Hartsough between Main and Harvey. To assist in these repairs, I have authorized, via the Charter, additional contractual services to complete these repairs and restore water services in the impacted areas.

Once we have the full invoice amount, etc., it will be presented to the City Commission for confirmation at a regular City Commission meeting.

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

Chris



Chris S. Porman
City Manager
cporman@plymouthmi.gov
Phone: 734-453-1234 ext. 238
201 S. Main, Plymouth, MI 48170
www.plymouthmi.gov



Department of Municipal Services

1231 Goldsmith, Plymouth, MI

734-453-7737

dms@plymouthmi.gov

Date: March 9, 2026
To: Chris S. Porman, City Manager
From: Nick Johns, Municipal Services Superintendent
Adam Gerlach, Assistant Director of Municipal Services 
Re: Emergency Repair - Water Main Break – Harvey & Fralick

Background

At approximately 2 o'clock in the morning of January 29, 2026, the City water system experienced a main break on Harvey Street at the intersection with Fralick Street. City crews responded quickly and began working on the repair to the water main. At approximately 11 o'clock in the morning, while the crew was in the middle of the repair, we were notified that there was a second water main break. The second break was on Hartsough Street between Main Street and Harvey Street.

After discussing the situation we determined assistance was needed, first to address the two main breaks and second to coordinate rental and delivery of large steel road plates. The Harvey and Fralick intersection is an area with high commercial traffic (including numerous delivery trucks) as well as being part of the detour route around the Ice Festival event closure. It was necessary for the City to use the steel road plates to maintain traffic flow after the water main was repaired and until the road could be repaired.

Perlongo Excavating was able mobilize quickly to assist with the emergency repairs to the water mains as well as deliver the steel road plates to the Harvey and Fralick intersection that same day. The repairs at both locations were completed in the overnight hours, and water service was restored to residents and businesses by morning.

As you may recall, the second half of the month of January was brutally cold, and we had one of the longest continuous strings of measurable daily snowfall on record (21 days in a row). The severe winter weather created a very thick layer of frost in the ground, which made finding the exact location of the water main break extremely difficult, especially under pavement. A significant amount of pavement, curb, and sidewalk was damaged and/or compromised by the water main break on Harvey Street at the intersection with Fralick Street and the repair. This was further compounded by another water main break that occurred on February 2, 2026, on Fralick Street near the Plymouth Brunch House, less than 100 yards from the first break.

Due to the urgent need for assistance, the contractor Perlongo Excavating was approved by emergency authorization, we are seeking confirmation from the City Commission to approve the following payments related to the water main breaks:

Perlongo Excavating Company, Invoice #3749:

Fralick Street – Water Main Break, \$4,840.00

Perlongo Excavating Company, Invoice #3750:

Hartsough Street – Water Main Break, \$2,670.00

Perlongo Excavating Company, Invoice #3758:

Fralick Street – Water Main Break/Rental Plates (Jan/Feb), \$1,800.00

Perlongo Excavating Company, Invoice #3761:

Fralick Street – Water Main Break/Rental Plates (Feb/Mar), \$1,800.00

Recommendation

It is our recommendation that the City Commission confirm the Invoices #3749, #3750, #3758 & #3761 for the total amount of \$11,110.00 to Perlongo Excavating Company of Plymouth, MI for the repairs to the water mains at Harvey/Fralick and Hartsough Streets. Invoices are attached for reference.

If you have any questions feel free to contact us.



Perlongo Excavating Company

P.O. Box 5464 | Plymouth, Michigan 48170
734-320-1933 | perlongoexcavating@gmail.com

RECIPIENT:

City Of Plymouth
201 South Main Street
Plymouth, Michigan 48170

SERVICE ADDRESS:

Fralick Street
Plymouth, Michigan 48170

At Address: Fralick Street - Water Main Break

Invoice #3749

Issued Feb 05, 2026
Due Feb 05, 2026

Total \$4,840.00

| Product/Service | Description | Qty. | Unit Price | Total |
|-----------------|-------------------------------------|------|------------|-------------|
| Semi | Went to pick up plates | 3 | \$150.00 | \$450.00 |
| Mini Excavator | | 10 | \$200.00 | \$2,000.00* |
| Labor | 2 guys, 8 hours each | 10 | \$120.00 | \$1,200.00* |
| 21AA Stone | | 28 | \$30.00 | \$840.00* |
| Misc | Miscellaneous fittings and supplies | 1 | \$350.00 | \$350.00* |

Total \$4,840.00

* Non-taxable

Thank you for your business. Please contact us with any questions regarding this invoice.

Perlongo Excavating 38-2507480



Perlongo Excavating Company

P.O. Box 5464 | Plymouth, Michigan 48170
734-320-1933 | perlongoexcavating@gmail.com

RECIPIENT:

City Of Plymouth
201 South Main Street
Plymouth, Michigan 48170

SERVICE ADDRESS:

Hartsough Street
Plymouth, Michigan 48170

At Address: Hartsough Street - Water Main Break

| Invoice #3750 | |
|----------------------|-------------------|
| Issued | Feb 06, 2026 |
| Due | Feb 06, 2026 |
| Total | \$2,670.00 |

| Product/Service | Description | Qty. | Unit Price | Total |
|-----------------|-------------------------------------|------|------------|-------------|
| Labor | | 11 | \$120.00 | \$1,320.00* |
| Mini Excavator | | 5 | \$200.00 | \$1,000.00* |
| Misc | Miscellaneous fittings and supplies | 1 | \$350.00 | \$350.00* |

Total **\$2,670.00**

* Non-taxable

Thank you for your business. Please contact us with any questions regarding this invoice.

Perlongo Excavating 38-2507480



Perlongo Excavating Company

P.O. Box 5464 | Plymouth, Michigan 48170
734-320-1933 | perlongoexcavating@gmail.com

RECIPIENT:

City Of Plymouth
201 South Main Street
Plymouth, Michigan 48170

Invoice #3758

Issued Feb 27, 2026
Due Feb 27, 2026

Total \$1,800.00

At Address: Fralick Street - Water Main Break/ Rental Plates

| Product/Service | Description | Qty. | Unit Price | Total |
|-----------------|---|------|------------|------------|
| Rental Plates | Street plates for water main break at Fralick Street & Harvey | 1 | \$1,800.00 | \$1,800.00 |

Thank you for your business. Please contact us with any questions regarding this invoice.

Perlongo Excavating 38-2507480

Total \$1,800.00



Perlongo Excavating Company

P.O. Box 5464 | Plymouth, Michigan 48170
734-320-1933 | perlongoexcavating@gmail.com

RECIPIENT:

City Of Plymouth
201 South Main Street
Plymouth, Michigan 48170

Invoice #3761

Issued Mar 12, 2026
Due Mar 12, 2026

Total \$1,800.00

At Address: Fralick Street - Water Main Break/ Rental Plates

| Product/Service | Description | Qty. | Unit Price | Total |
|-----------------|---|------|------------|------------|
| Rental Plates | Street plates for water main break at Fralick Street & Harvey Rental for February 27-March 27,2026 | 1 | \$1,800.00 | \$1,800.00 |

Thank you for your business. Please contact us with any questions regarding this invoice.

Perlongo Excavating 38-2507480

Total \$1,800.00

RESOLUTION

The following Resolution was offered by _____ and seconded by _____

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

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

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

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

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



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Chris S. Porman, City Manager
CC: *S:\Manager\Porman Files\Memorandum - Pavement and Landscape Restoration - Harvey and Fralick - 3-16-26.docx*
Date: March 13, 2026
RE: Pavement & Landscape Restoration – Harvey and Fralick

Background

The previous Agenda item was related to the emergency repairs for two water main breaks the City sustained on January 29, 2026. This item is related to the restoration of the intersection at Harvey and Fralick as well as restoration from an additional water main break that occurred about 100 yards to the east of the intersection.

Municipal Services contacted multiple companies to supply quotes and insight on possible restoration ideas. Three companies did supply pricing for the asphalt pavement, sidewalks, ADA accessible curbs. The lowest price was from Major Construction Group. The City has used Major Construction before as part of the City's sidewalk repair contract.

DMS staff met with the Old Village Landscaping to discuss the option of replacing the brick work that was disturbed since they are already in the area working on the DDA patio areas, etc. Old Village Landscaping provided a price of \$3,168.00 to replace/repair the brick work as well as \$1,275.00 for landscaping clean up at 185 Harvey St. When DMS discussed and looked at the price difference between asphalt and/or concrete repairs for the brick work areas, it was determined the cost was the same for brick as asphalt, and the brick is existing, so it makes sense to continue with the brick at this time.

Recommendation

The City Administration requests that the City Commission authorize the proposal from Major Construction Group in the amount of \$20,120.00 for repairs to 10" concrete/asphalt pavement, curb, 4" sidewalk, ADA ramp work and adjustment of structure in the intersection. In addition, the Administration requests the Commission authorized the proposal from Old Village Landscaper in the amount of \$4,443.00 for brick work repair as well as landscaping repairs in the immediate and adjacent areas caused by the water main break. Funding for this repair would come from the Water and Sewer Fund and not impact the General Fund.

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



Department of Municipal Services

1231 Goldsmith, Plymouth, MI

734-453-7737

dms@plymouthmi.gov

Date: March 9, 2026
To: Chris S. Porman, City Manager
From: Nick Johns, Municipal Services Superintendent
Adam Gerlach, Assistant Director of Municipal Services AGW
Re: Pavement & Landscape Restoration - Water Main Break – Harvey & Fralick

Background

On the morning of January 29, 2026, the City water system experienced a water main break on Harvey Street at the intersection of Fralick Street. A significant amount of pavement, curb, and sidewalk was damaged or compromised as a result of the break and the subsequent repair work. This situation was further compounded by a second water main break on February 2, 2026, located on Fralick Street near the Plymouth Brunch House, less than 100 yards from the original break.

After reviewing the situation and the extent of damage caused by the two water main break incidents, we determined that the cost of the pavement and landscape restoration would require approval to complete the restoration work. The City has contacted multiple contractors that have previously performed work for the City to obtain quotes for restoration of the concrete and asphalt pavement, sidewalks, and ADA-accessible curb ramps. We received quotes from three companies:

Major Construction Group quote = \$20,210.00

Barrientos Contracting, LLC quote = \$28,874.00

Concrete To Go quote = \$33,500.00

The lowest quote we received for the restoration of the asphalt and concrete pavement was submitted by Major Construction Group. It should be noted that Major Construction Group has previously held the City's sidewalk repair contract, and the City has maintained a positive working relationship with the company.

In addition, the City received an estimate from Old Village Landscaper, Inc., who is currently working with the DDA to complete several other downtown brickwork repairs. The estimate includes the clean-up of lawn, beds, sidewalks, fixing timbers, filling holes, furnishing & installing new mulch, and clean-up and re-lay brick pavers in the amount of \$4,443.00.

Recommendation

It is our recommendation that the City Commission authorize the proposal dated 2/16/26 from Major Construction Group of Detroit, MI for the repairs to the 10" Concrete/Asphalt pavement, curb, 4" Walk, ADA Ramp and structure adjustment at Harvey/Fralick for the total amount of \$20,210.00. The quote is attached for reference. We further recommend that the City Commission authorize the proposal Estimate No. 3913 from Old Village Landscaper, Inc. of Plymouth, MI for the Clean-up of lawn, beds, sidewalks, fix timbers, fill holes, install new mulch, and clean-up and re-lay brick pavers for the total amount of \$4,443.00. The estimate is attached for reference. Funds for the repairs and restorations will be paid from the Water/Sewer Fund, account 592-537-818.

If you have any questions feel free to contact us.

Major Construction Group, Inc

Address: 15430 Dale St
Detroit, MI 48223

Phone: (313)766-6174
Email: Christina@majorcement.com
Michaelj@majorcement.com

Quote

Date: 2/16/26

Bill To: City of Plymouth
Attn: Nick Johns

| LOCATION | Description | Dimension 1 | Dimension 2 | Quantity | Unit | Unit Price | Amount |
|--------------------|----------------------|-------------|-------------|----------|------|------------|-------------|
| Harvey and Fralick | ADA Ramp | 10 | 9 | 90 | SQFT | \$ 14.00 | \$ 1,260.00 |
| | 4" Walk | 25 | 5 | 125 | SQFT | \$ 10.00 | \$ 1,250.00 |
| | Curb | | | 30 | LF | \$ 55.00 | \$ 1,650.00 |
| Approximate | 2" Milling | | | 50 | SQFT | \$ 5.00 | \$ 250.00 |
| | Structure Adjustment | | | 1 | Each | \$ 400.00 | \$ 400.00 |
| | | | | | | Total | \$ 4,810.00 |
| 219 Harvey | 10' Concrete/Asphalt | 16 | 14 | 224 | SQFT | \$ 16.00 | \$ 3,584.00 |
| | 2" Bond Breaker | 16 | 14 | 224 | SQFT | \$ 2.00 | \$ 448.00 |
| Approximate | 2" Milling | | | 100 | SQFT | \$ 5.00 | \$ 500.00 |
| | | | | | | Total | \$ 4,532.00 |
| 185 Harvey | 10' Concrete/Asphalt | 16 | 14 | 224 | SQFT | \$ 16.00 | \$ 3,584.00 |
| | 2" Bond Breaker | 16 | 14 | 224 | SQFT | \$ 2.00 | \$ 448.00 |
| Approximate | 2" Milling | | | 100 | SQFT | \$ 5.00 | \$ 500.00 |
| | | | | | | Total | \$ 4,532.00 |
| 880 Fralick | 10' Concrete/Asphalt | 16 | 11 | 176 | SQFT | \$ 16.00 | \$ 2,816.00 |
| | 2" Bond Breaker | 16 | 11 | 176 | SQFT | \$ 2.00 | \$ 352.00 |
| | | | | | | Total | \$ 3,168.00 |
| 885 Fralick | 10' Concrete/Asphalt | 16 | 11 | 176 | SQFT | \$ 16.00 | \$ 2,816.00 |
| | 2" Bond Breaker | 16 | 11 | 176 | SQFT | \$ 2.00 | \$ 352.00 |
| | | | | | | Total | \$ 3,168.00 |

\$20,210⁰⁰



Barrientos Contracting

30211 Ecorse Road | Romulus, Michigan 48174
734-512-6761 | main@barrientoscontracting.com |
barrientoscontracting.com

RECIPIENT:

City of Plymouth
1231 Gold Smith
Plymouth, Michigan 48170

Quote #2082

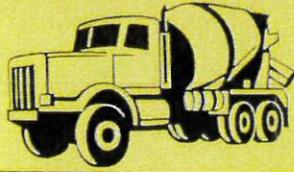
| | |
|--------------|--------------------|
| Sent on | Mar 02, 2026 |
| Total | \$28,874.00 |

| Product/Service | Description | Qty. | Total |
|------------------------|--|------|-------------|
| Emergency road repairs | The following quantities are estimated -ADA ramp 10'x9' 90 sqft -4" walkway 25'x5' 125 Sqft -Curb 30' -1 structure w adjustment -2" mill 250 sqft -10" concrete w 2" bond break 800 sqft -2" cap over -High early mix -Frost laws in effect | 1 | \$28,874.00 |

Total **\$28,874.00**

This quote is valid for the next 15 days, after which values may be subject to change.

Signature: _____ Date: _____



702 Ann St.
 Plymouth, MI 48170
 734-455-3531



DATE 3-1-24

SOLD TO City of Plymouth
 ADDRESS Fralick St Repair

| | |
|--------------------------|--------------|
| Ada Ramp | 1500.00 |
| 125 sq ft of walk | 1500.00 |
| Curb 30 ft | 2000.00 |
| 1 structure Adjust | 2500.00 |
| 2 inch milling 250 sq ft | 5500.00 |
| 10" Concrete 800 sq ft | 15500.00 |
| 2" Concrete bond break | 5000.00 |
| Quote | \$ 33,500.00 |



ESTIMATE

The Old Village Landscaper, Inc.

890 York St.
 Plymouth, MI 48170
 Phone: (734) 453-4607 Mobile: (734) 453-6146
 support@theoldvillagelandscaper.com

ESTIMATE NO: 3913
 DATE: March 10, 2026

TO: City of Plymouth
 201 S Main Street
 Plymouth, MI 48170

JOB: City Water Main Repair
 Harvey & Fralick

| QUANTITY | DESCRIPTION | UNIT PRICE | LINE TOTAL |
|----------|---|------------|------------|
| | 185 Harvey: Clean up Lawn, Beds, Sidewalks | | - |
| | New Soil & Seed for Lawn | | - |
| | Fix two 6x8x8 timbers + Fill Hole in Bed w/soil | | - |
| 4 yds | New Black Mulch | | |
| | | Total: | 1,275.00 |
| | All Existing Brick: Cleaned and put on Pallet | | - |
| | Dig out Sand | | - |
| | Compact Existing Base | | - |
| | New 2NS Sand for laying Pavers | | - |
| | Re-Lay pavers | | - |
| | New Poly Sand for Pavers | | - |
| | | | - |
| | | Total: | 3,168.00 |
| | | | - |
| | | | - |

| | |
|--------------|----------|
| SUBTOTAL | 4,443.00 |
| LESS DEPOSIT | |
| TOTAL \$ | 4,443.00 |

THANK YOU FOR YOUR BUSINESS!

RESOLUTION

The following Resolution was offered by _____ and seconded by _____

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

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

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

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

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

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



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Chris S. Porman, City Manager
CC: *S:\Manager\Porman Files\Memorandum - Contract for Legal Services- AFFF PFAS Litigation - 3-16-26.docx*
Date: March 13, 2026
RE: Contract for Legal Services – AFFF PFAS Litigation

Background

The Aqueous Film-Forming Foams (AFFF) Products Liability Litigation is a major U.S. legal settlement involving manufacturers of firefighting foam that contained PFAS (per- and polyfluoroalkyl substances), a group of chemicals often called “forever chemicals” because they do not easily break down in the environment or the human body. Many communities, particularly near airports, military bases, and firefighting training sites, discovered that PFAS from these foams had contaminated local drinking water supplies. In response, thousands of lawsuits were consolidated in federal court alleging that manufacturers knew about the environmental and health risks but continued producing and selling the products.

In 2023, several large chemical companies—including 3M, DuPont, Chemours, and Corteva—agreed to multibillion-dollar settlements to help public water systems test for and remove PFAS contamination. The largest agreement came from 3M, which committed up to \$10.3 billion to support water utilities over several years, while DuPont, Chemours, and Corteva agreed to a combined \$1.19 billion settlement. These funds are intended to cover testing, filtration systems, and other remediation efforts for affected communities. The settlement does not resolve all PFAS-related claims, but it represents one of the largest environmental contamination settlements in U.S. history and marks a significant step toward addressing widespread PFAS pollution.

The City has an opportunity to enter into the settlement event though none of the drinking water that we purchase from GLWA has tested positive for PFAS at any measurable amount. We may be eligible to receive a portion; albeit small, or the PFAS class action settlement.

We have been contacted locally by Mavacy, a Michigan based partner of the law firm Stag, Liuzza, LLC (an executive committee partner for the plaintiff’s on the national level) to propose being retained by their firm for representation. There is no cost to join and the only cost would be a portion of any amount awarded to the city.

Recommendation

The City Administration recommends the City Commission authorize the Mayor to sign the Contract for Legal Services for AFFF PFAS Litigation. There is additional information from Adam Gerlach at Municipal Services.

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

Should you have any questions in advance of the meeting please feel free to contact Adam Gerlach or myself.



Department of Municipal Services

1231 Goldsmith, Plymouth, MI

734-453-7737

dms@plymouthmi.gov

Date: March 12, 2026
To: Chris S. Porman, City Manager
From: Adam Gerlach, Assistant Director of Municipal Services AG
Re: PFAS Settlement

Background

Over the last few years, PFAS (polyfluoroalkyl substances) and PFOA (perfluorooctanoic acid) have become prevalent topics of discussion for water and wastewater systems. In the last few years, the EPA and attorneys representing drinking water systems throughout the US have been pursuing a class action settlement against chemical companies that have produced PFAS and PFOA for widespread use.

The City has been contacted by Mavacy, a Michigan based partner of the law firm Stag, Liuzza, LLC, to propose a retainer agreement to represent the City in the class action. It should be noted that Mike Stag of Stag, Liuzza, LLC is a member of the court-appointed Executive Committee for PFAS litigation and currently represents Public Water Systems in 26 states. Both the law firms of Mavacy and Stag, Liuzza, LLC, are experienced in environmental and municipal law and specialize in PFAS litigation.

While none of the drinking water the City purchases from GLWA has tested positive for PFAS at a measurable amount and none of the emerging contaminant sampling done by the City has tested positive for PFAS at a measurable amount, if the City opts into the class action we may be eligible for a portion of the settlement. If any level of PFAS were to be found, during any additional testing, then the City may be eligible to receive PFAS class action settlement dollars.

Additional information regarding the Class Action Settlement can be found on the Stag, Liuzza, LLC website at:

<https://www.cleangroundwater.com/>

<https://www.cleangroundwater.com/settlement>

Recommendation

It is our recommendation to opt into the class action. There is no cost to the City to opt in, and if future sampling finds any levels of PFAS in the testing we may be eligible for a portion of the settlement. If the City does not opt in by April 1, 2026 we will be considered opted out and would not be eligible for any settlement.

Settlement retainer agreement attached?

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

**CONTRACT FOR LEGAL SERVICES
AFFF PFAS LITIGATION**

The _____ (hereinafter the "Client") hereby retains, STAG LIUZZA, LLC (through attorney Michael Stag, LLC) and Mavacy PLLC (through attorney Kurt Heise) (hereinafter the "Attorneys") for the purpose of providing legal services related to the filing of a civil action and/or claims in the pending settlements for recovery of costs associated with damages to the public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam in the AFFF Product Liability Multi-District Litigation ("AFFF"), (hereinafter the "Client's Claims").

CLIENT DESIGNATES FOR COMMUNICATION PURPOSES THE FOLLOWING:

Authority Director: _____
Name Telephone E-mail

Legal Matters: _____
Name Telephone E-mail

Client acknowledges and understands that court ordered deadlines and documentation requirements exist for the pending DuPont and 3M settlements. Client agrees to provide the required documentation and assist in performing testing in a timely matter sufficient to allow Attorneys time to process and file the settlement claim within the court ordered deadlines. Any failure of Client to comply with the testing and documentation requirements of the settlement may result in forfeiture of the Client's right to recover money from DuPont, 3M, and future settlements. Documentation requirements and deadlines may further apply to settlements currently pending court approval or approved in the future.

The Client specifically authorizes the Attorneys to undertake negotiations, file suit, file settlement claims, or institute legal proceedings necessary on the Client's behalf in the AFFF Product Liability Multi-District Litigation. The Client further authorizes the Attorneys to retain and employ the services of any experts, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client. The Client understands and authorizes Attorneys to share attorney fees with any legal counsel that Attorneys choose to associate to assist with providing the legal services contracted herein.

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the above-referenced legal proceeding ("Action") or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. Client acknowledges that the Attorneys are not tax, regulatory, or bankruptcy legal experts. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

The Attorneys are not the attorneys for any officials, officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the course of the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

1. ATTORNEYS' FEES. As compensation for legal services, the Client agrees to pay the Attorneys for legal services rendered and to be rendered on account of the Client's Claims (hereinafter "Attorneys' Fees"). The Attorneys' Fees shall be one-third (1/3) of the Gross Amount Recovered for the Client's Claims. For any recovery made, the one-third (1/3) contingency fee shall be divided Client understands and agrees that the total Attorneys' fee will be divided as follows: 25% to Mavacy and 75% to STAG LIUZZA, LLC

These Attorneys' Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. "Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered or value received, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants. The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the Client's share of that recovery. The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court. Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims. **Client shall only pay attorney fees contingent upon a recovery and shall not pay any attorney fees if there is no recovery.**

2. COSTS AND EXPENSES. In addition to paying Attorneys' Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only in the event of a recovery, which shall be deducted from the Client's share of that recovery. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. **Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment.** If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$.30 per page; facsimile costs at a rate of \$.25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

3. NO GUARANTEE. The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of recovery, if any, may be expected on the Client's Claims.

4. ELECTRONIC DATA COMMUNICATION AND STORAGE. In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or

clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In using these data communication and storage methods, the Attorneys employ measures designed to maintain data security. The Attorneys will use reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all of the Attorneys' third-party vendors to do the same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

5. PRIVILEGE. The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

6. MODIFICATION. It contains the entire and complete understanding between the parties and can only be modified by written amendment signed by all parties.

7. TERMINATION OF REPRESENTATION. The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any contingent attorneys' fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis. The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees based on all of the facts and circumstances of its representation. At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

8. ENTIRE AGREEMENT. The undersigned representative of Client has read this agreement, a copy of which Client has received, in its entirety, and Client agrees to and understands the terms and conditions set forth herein. Client acknowledges that there are no other terms or oral

agreements existing between the Attorneys and Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

9. **AUTHORITY.** Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.

EFFECT OF SIGNING

Client understands that this is a binding legal document. Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Date

On behalf of the City of Plymouth, MI

Date

MICHAEL STAG, LLC FOR STAG LIUZZA,
L.L.C.

Date

Kurt Heise
KURT HEISE FOR MAVACY, PLLC

**A RESOLUTION OF THE CITY OF PLYMOUTH
AUTHORIZING THE EXECUTION OF THE LEGAL SERVICES AGREEMENT
RELATED TO THE AFFF PRODUCT LIABILITY LITIGATION**

WHEREAS, the City of Plymouth (the "City") is committed to delivering clean drinking water to its customers; and

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

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

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

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

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

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