



Plymouth City Commission

Regular Meeting Agenda

Monday, March 7, 2022 7:00 p.m.
Plymouth City Hall & Online Zoom Webinar

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

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

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1. **CALL TO ORDER**
 - a. Pledge of Allegiance
 - b. Roll Call
2. **CITIZENS COMMENTS**
3. **APPROVAL OF THE AGENDA**
4. **ENACTMENT OF THE CONSENT AGENDA**
 - a. Approval of February 7, 2022 City Commission Meeting Minutes
 - b. Approval of February 22, 2022 City Commission Meeting Minutes
 - c. Approval of January 2022 Bills
 - d. Special Event: Plymouth Community Band Concerts in the Park, Thursdays June – July 2022 (not July 7)
5. **COMMISSION COMMENTS**
6. **OLD BUSINESS**
7. **NEW BUSINESS**
 - a. Investment Policy Update
 - b. Confirmation of Emergency Repairs to Vactor
 - c. Intergovernmental Agreement with Wayne County Park Millage Funds
 - d. Approval of Traffic Control Order No. 21-5 – No Parking North Side of Wing
 - e. Post Payment in Lieu of Parking
8. **REPORTS AND CORRESPONDENCE**
 - a. Annual Report on Trees
 - b. Liaison Reports
 - c. Appointments
9. **ADJOURNMENT**

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

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

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

City of Plymouth 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



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 Plymouth City Hall

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 201 S. Main
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 Phone 734-453-1234
 Fax 734-455-1892

1. CALL TO ORDER

- a. Mayor Moroz called the meeting to order at 7:00 p.m., followed by the Pledge of Allegiance.
- b. Roll Call

Present: Mayor Nick Moroz, Commissioners Suzi Deal, Linda Filipczak, Jennifer Kehoe, Alanna Maguire, Kelly O'Donnell

Excused: Mayor Pro Tem Tony Sebastian

Also present: Assistant City Manager Chris Porman, Attorney Robert Marzano, Public Safety Director Al Cox, and various members of the City Administration

2. CITIZEN COMMENTS

Marilyn Henry, 12366 Pinecrest Dr., Plymouth Twp., commented on and offered suggestions for possible revisions to outdoor seating design on Main St. between Ann Arbor Trail and Penniman during warmer seasons.

3. APPROVAL OF THE AGENDA

Filipczak offered a motion, seconded by O'Donnell, to approve the agenda for Monday, February 7, 2022.

There was a roll call vote.

Yes: Maguire, Kehoe, Deal, O'Donnell, Filipczak, Moroz

MOTION PASSED 6-0

4. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of January 18, 2022 City Commission Regular Meeting Minutes
- b. Spring Artisan Market – April 23, 2022
- c. Music in the Air - May 27-September 2, 2022
- d. Art in the Park – July 8-10, 2022

O'Donnell offered a motion, seconded by Kehoe, to approve the consent agenda.

There was a roll call vote.

Yes: Filipczak, O'Donnell, Deal, Kehoe, Maguire, Moroz

MOTION PASSED 6-0

5. COMMISSION COMMENTS

Deal thanked Municipal Services for their work on the snowstorm.

Moroz wished everyone a happy Black History Month; he also recognized Municipal Services for their great work on the snowstorm; the Plymouth Ice Festival is this weekend February 11-13 and he encouraged attendance and covid boosters; he recognized staff anniversaries representing 93 combined years of service to the City: Marleta Barr- 20 years Community Development,

Renee Revels – 20 years Police Department, Lisa Hominga – 16 years Municipal Services, John Buzuvis – 16 years Community Development, Mark Farhat – 10 years Police Department, Tom Stec – 5 years Recreation Department, Taylur Friend – 3 years Recreation Department

6. OLD BUSINESS

None

7. NEW BUSINESS

a. Paid Parking System

Sincock reviewed this item directing the City Administration update their previous pre-pandemic information on a paid parking system and prepare a final report for City Commission review and a basis for additional discussion.

The following resolution was offered by O'Donnell and seconded by Kehoe.

RESOLUTION 2022-05

WHEREAS The City of Plymouth has adopted a five-year strategic plan which includes deciding on a direction for paid parking; and

WHEREAS This decision relates to the goal of sustainable infrastructure and meets with the key objectives of financial modeling, technology, infrastructure, and changing vehicular habits; and

WHEREAS The City Commission would like to proceed deciding on a direction for paid parking.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby direct the City Administration to revive the UCAA Parking Committee that last met February 5, 2020, prior to the Covid pandemic. The Administration will need to update the previous work of the UCAA and bring forward a final report of the Committee for the City Commission to review, prior to sending to other Boards or Commissions for comment.

Citizen Comments

kerri collins of 730 penniman, dan johnson of 8211 sandpiper, canton, marques thomey of 802 coolidge, liz kerstens of the plymouth historical museum, jeff sisolak of 939 penniman, jill marecki of 610 blunk, john thompson of 844 penniman, karen sisolak of 939 penniman, and ellen elliot of 404 irvin offered various comments supporting some version of paid parking and expressed interest in resident participation during the planning process. There were some concerns on museum access, employee/customer impact on businesses and impact on residents near the downtown area. There was also support for administration to update the previous pre-pandemic information from February 2020 to provide the final report for City Commission review as a basis for additional discussion and planning.

Commissioner Comments

Commission members had discussion on various aspects of a paid parking system and offered suggestions of items to include in future discussions, including the condition of current parking deck, library accessibility, and impact on residents and businesses. They also clarified that the item before them is to authorize the City Administration to update and finalize a report to provide to the City Commission for review as a basis for moving forward with a decision on paid parking system planning. City Manager Sincock stated that discussions would include various small focus groups for input.

Citizen Comments

Kerri Collins-730 Penniman, Dan Johnson-840 W. Ann Arbor Trl (Ironwood), Marques Thomey-802 Coolidge, Liz Kerstens-155 S. Main (museum), Jeff Sisolak-939 Penniman, Jill Marecki-610 Blunk, John Thompson-844 Penniman, Karen Sisolak-939 Penniman and Ellen Elliott-404 Irvin commented.

Comments included the following:

- Solicit input/participation from all stakeholders; residents, business-owners, non-drivers
- Consider timing of implementing (pre-covid vs post-covid data)
- Consider the impact of paid parking on the library and museum (volunteers/staff, patrons)
- Take the phased-in approach
- Consider use of angle parking
- Determining the appetite for parking overflow in the neighborhoods
- Consider the City's fiscal position

Mayor Moroz and City Manager Sincok confirmed/clarified that the current resolution is the first step to move forward with any decisions and, although a process for further steps has not yet been determined, there would be considerable opportunity for community input, most of which would likely be through various focus groups.

Commissioner Comments

Commission members had discussion on various aspects of a paid parking system and clarified that the item before them is to authorize the City Administration to update and finalize a report to provide to the City Commission for review as a basis for moving forward with a decision on paid parking system planning. City Manager Sincok confirmed that discussions would include various small focus groups.

Suggestions of items to include in future discussions included:

- The condition/viability of current parking deck (and vs. new deck)
- How any parking updates would be funded (other community policies?)
- Effect of outdoor seating along with paid parking
- Review of locations if paid parking is implemented (library lot)
- Library/museum accessibility for volunteers/staff, patrons
- Impact on neighborhoods (congestion) and businesses

There was a roll call vote.

Yes: Maguire, Kehoe, Deal, O'Donnell, Filipczak, Moroz

MOTION PASSED 6-0

b. 2nd Quarter Budget Amendments

The following resolution was offered by O'Donnell and seconded by Filipczak.

RESOLUTION 2022-06

WHEREAS Actual patterns of departmental expenditures occurred differently than originally projected in the 2021-2022 City Budget as adopted in June of 2021; and

WHEREAS Overall revenue and expenditure forecasts require modifications to the original budgetary allocations as established in the adopted budget; and

WHEREAS The City Budget amendments require the approval of the City Commission for changes between activity departments and between funds of the City.

NOW, THEREFORE BE IT RESOLVED, that the 2021-2022 City Budget is hereby amended as indicated in the 2nd quarter amendments column of the attached Budget Amendments Summary, which is made a part of this resolution.

BE IT FURTHER RESOLVED, that the City Finance Director is authorized to change the budgetary appropriations as indicated in the Budget Amendments Summary effected February 7, 2022.

**BUDGET ADJUSTMENT SUMMARY
SECOND QUARTER - FY 21-22**

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
GENERAL FUND REVENUE:							
#101							
Property Taxes	6,591,420	-	-	-	-	-	6,591,420
Licenses & Permits	3,700	-	-	-	-	-	3,700
Federal/State Grants	450,000	-	-	-	-	-	450,000
State-Shared Revenues	1,067,961	-	21,597	-	-	21,597	1,089,548
Charges for Services	846,960	7,000	850	-	-	7,850	854,810
Cemetery Revenues	157,500	-	13,300	-	-	13,300	170,800
Parking Revenues	65,200	-	-	-	-	-	65,200
Other Operating Revenues	649,640	10,000	21,900	-	-	31,900	681,540
Appropriation of Surplus	150,000	-	-	-	-	-	150,000
Total Operating Revenue	9,982,371	17,000	57,647	-	-	74,647	10,057,018
Transfers in From Other Sources	10,000	-	-	-	-	-	10,000
Total Revenue All Classes	9,992,371	17,000	57,647	-	-	74,647	10,067,018
GENERAL FUND EXP:							
#101							
City Commission	116,100	75	10,250	-	-	10,325	126,425
City Manager	327,025	-	575	-	-	575	327,600
Legal Services	152,500	-	-	-	-	-	152,500
Finance Department	475,560	450	3,485	-	-	3,935	479,495
City Clerk	164,820	-	400	-	-	400	165,220
City Assessor	86,780	-	-	-	-	-	86,780
Management Information Services	292,925	-	500	-	-	500	293,425
Election Services	101,580	-	1,100	-	-	1,100	102,680
Cemetery	154,470	30	800	-	-	830	155,300
Police Department	4,182,870	25,000	2,380	-	-	27,380	4,210,250
Fire Department	1,065,920	4,140	-	-	-	4,140	1,070,060
MSD Administration	326,020	185	475	-	-	660	326,680
City Hall Maintenance	138,015	-	900	-	-	900	138,915
Parks & Public Property	209,980	-	-	-	-	-	209,980
MSD Yard Maintenance	81,335	-	1,520	-	-	1,520	82,855
Street Lighting	163,000	-	-	-	-	-	163,000
Miscellaneous MSD Services	1,970	-	100	-	-	100	2,070
Bathery Maintenance Expense	-	60	1,225	-	-	1,285	1,285
Special Events	176,310	-	-	-	-	-	176,310
Parking System	50,480	-	-	-	-	-	50,480
MSD Services - DDA	172,960	-	1,600	-	-	1,600	174,560
Other Functions	199,300	-	170	-	-	170	199,470
Capital Outlay	311,500	49,000	8,500	-	-	57,500	369,000
Debt Service	31,234	-	-	-	-	-	31,234
Tot. Gen'l Operating Expenditures	8,982,664	78,940	33,980	-	-	112,920	9,095,574
Transfers Out to Other Funds	638,350	-	-	-	-	-	638,350
Contingency	371,367	(61,940)	23,667	-	-	(38,273)	333,094
Total Expenditures	9,992,371	17,000	57,647	-	-	74,647	10,067,018

BUDGET ADJUSTMENT SUMMARY
SECOND QUARTER - FY 21-22

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
DDA CAP IMP FUND REV: #405							
Contrib. & Other	25,050	276,500	-			276,500	301,550
Appropriation of Surplus	-	1,585	-			1,585	1,585
TOTAL REVENUES	25,050	278,085	-	-	-	278,085	303,135
DDA CAP IMP FUND EXP: #405							
Capital Improvements	25,050	278,085	-			278,085	303,135
Contingency	-	-	-			-	-
TOTAL EXPENDITURES	25,050	278,085	-	-	-	278,085	303,135

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
WATER/SEWER OPER FUND REV: #592							
Sales & Service Charges	4,517,005	-	198,660			198,660	4,715,665
Sale of Bonds	-	-	-			-	-
Appropriation of Surplus	-	-	315,076			315,076	315,076
TOTAL REVENUES	4,517,005	-	513,736	-	-	513,736	5,030,741
WATER/SEWER OPER FUND EXP: #592							
Administration	3,503,715	3,200	835,350			838,550	4,342,265
Trunk & Lateral	214,650	-	300			300	214,950
Mains Maintenance	230,850	1,265	975			2,240	233,090
Meter Maintenance	149,791	50	450			500	150,291
Service Maintenance	41,350	550	2,825			3,375	44,725
Hydrant Maintenance	45,420	-				-	45,420
Capital Outlay	-	-				-	-
Contingency	331,229	(5,065)	(326,164)			(331,229)	-
TOTAL EXPENDITURES	4,517,005	-	513,736	-	-	513,736	5,030,741

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
EQUIPMENT FUND REV: #661							
Miscellaneous	809,210	-	6,650			6,650	815,860
Appropriation of Surplus	-	-	-			-	-
TOTAL REVENUES	809,210	-	6,650	-	-	6,650	815,860
EQUIPMENT FUND EXP: #661							
Miscellaneous	762,520	-	6,650			6,650	769,170
Contingency	46,690	-	-			-	46,690
TOTAL EXPENDITURES	809,210	-	6,650	-	-	6,650	815,860

There was a roll call vote.

Yes: Filipczak, O'Donnell, Deal, Kehoe, Maguire, Moroz

MOTION PASSED 6-0

8. REPORTS AND CORRESPONDENCE

a. Liaison Reports

O'Donnell said the Planning Commission was scheduled to meet on February 9.
Deal said the Historic District Commission approved updates to the Greek Islands building.

b. Appointments

O'Donnell recommended the appointment of Kyle Medaugh to the Planning Commission.

There was a roll call vote.

Yes: Maguire, Kehoe, Deal, O'Donnell, Filipczak, Moroz

MOTION PASSED 6-0

9. ADJOURNMENT

A motion to adjourn was offered by Filipczak and seconded by O'Donnell at 8:13 p.m.

There was a roll call vote.

Yes: Filipczak, O'Donnell, Deal, Kehoe, Maguire, Moroz

MOTION PASSED 6-0

NICK MOROZ
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK



City of Plymouth
 City Commission Regular Meeting Minutes
 Monday, February 22, 2022 7:00 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

1. CALL TO ORDER

- a. Mayor Moroz called the meeting to order at 7:00 p.m., followed by the Pledge of Allegiance.
- b. Roll Call

Present: Mayor Nick Moroz, Mayor Pro Tem Tony Sebastian Commissioners Suzi Deal, Linda Filipczak, Jennifer Kehoe, Kelly O'Donnell

Excused: Commissioner Alanna Maguire

Also present: City Manager Paul Sincock, Attorney Robert Marzano, Public Safety Director Al Cox, and various members of the City Administration

2. CITIZEN COMMENTS

Ellen Elliott, 404 Irvin, thanked James Gietzen for the Ice Festival and DMS Director Chris Porman for effective snow and ice removal. She asked that item 4.b on the consent agenda be moved to the regular agenda.

Geraldine Kilsdonk, 375 Red Ryder, commented about overflowing recycling bins at the DMS yard.

3. APPROVAL OF THE AGENDA

O'Donnell offered a motion to approve the agenda after moving item 4.b to item 8.b. and adding item 8.b – Appointments. Filipczak seconded the motion.

There was a roll call vote.

Yes: Deal, Filipczak, Kehoe, O'Donnell, Sebastian, Moroz

MOTION PASSED 6-0

4. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of February 7, 2022 City Commission Special Closed Session Meeting Minutes
- ~~b. Approval of February 7, 2022 City Commission Meeting Minutes~~
- c. Approval of February 15, 2022 City Commission Study Session Minutes
- d. Special Event: Ghosts of Plymouth Walk, Saturday, April 23, 2022
- e. Special Event: Wilcox Wednesdays Music in the Park, Wednesdays, June 15, 22,29 July 6,13,20,27 August 3,10,17

Kehoe offered a motion, seconded by O'Donnell, to approve the amended consent agenda.

There was a roll call vote.

Yes: Deal, Filipczak, Kehoe, O'Donnell, Sebastian, Moroz

MOTION PASSED 6-0

5. COMMISSION COMMENTS

Kehoe complimented the Ice Festival and the snow and ice removal crews.

Sebastian congratulated the Friends of the Penn for taking ownership of the building.

O'Donnell said the meeting about parklets went well and she thanked the participants. She also said Keep Plymouth Leafy recently won an award from the International Society of Arboriculture. Filipczak congratulated Moroz on the birth of his baby boy.

Moroz recognized Renee Revels, who retired from the City of Plymouth Police Department after 20 years of service. He also congratulated the Friends of the Penn and thanked the DMS staff for clearing the roads of snow and ice.

6. OLD BUSINESS

None

7. NEW BUSINESS

a. Authorization to Purchase In-Car and Body Camera Video Systems for Police Department

The following resolution was offered by Sebastian and seconded by Filipczak.

RESOLUTION 2022-07

WHEREAS The City of Plymouth operates a Police Department in order to protect public safety; and

WHEREAS It is now routine for police officers to have what is known as body worn cameras, in addition to in-car video; and

WHEREAS The current in-car only camera system that the Police Department uses is at the end of its life and parts/service are difficult to find; and

WHEREAS The Police Department has reviewed a number of camera systems and needs to upgrade camera systems to include both body worn and In-car video systems; and

WHEREAS The police department has selected the BodyWorn by Utility system as the recommended system. BodyWorn by Utility is used by Canton Township and has the endorsement of International Association of Chiefs of Police, Concerns of Police Survivors, and the NAACP, to name a few.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby authorize the Subscription Service Agreement with BodyWorn by Utility in the one-time amount of \$150,000 for a five-year subscription. Funding for this authorization shall be from federal ARP funds that have already been received by the City.

There was a roll call vote.

Yes: Deal, Filipczak, Kehoe, O'Donnell, Sebastian, Moroz

MOTION PASSED 6-0

b. Authorization for Rehabilitation of Bathrooms at Plymouth Cultural Center

The following resolution was offered by Filipczak and seconded by O'Donnell.

RESOLUTION 2022-08

WHEREAS The City of Plymouth owns and operates the Plymouth Cultural Center to help with the recreational and cultural needs of the community and to protect the public health and safety; and

WHEREAS The City Commission has determined that there is a need to bring the building into compliance with the American Disability Act, with regards to the bathroom facilities; and
WHEREAS The city administration has accepted bids from contractors for the improvement of two sets of bathrooms at the facility and the low bid is from Shaw Construction.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby authorize a contract between the City and Shaw Construction for the improvements to the public bathrooms at the Plymouth Cultural Center in accordance with their bid. Further, the City Commission authorizes a construction contingency of 10% making a total construction authorization of up to \$488,829. Funding for this authorization is from a MEDC Grant from the State of Michigan and Federal ARP Funds that the City has already received.

There was a roll call vote.

Yes: Deal, Filipczak, Kehoe, O'Donnell, Sebastian, Moroz

MOTION PASSED 6-0

c. Authorization to Hire – Recreation Professional

The following resolution was offered by Filipczak and seconded by Sebastian.

RESOLUTION 2022-09

WHEREAS The City Commission passed a hiring ordinance that requires that the City administration seek prior and express approval before any full time hiring; and

WHEREAS The City Administration has requested prior and express approval for the hiring of a Recreation Supervisor for the City of Plymouth.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby grant prior and express approval for the hiring of a full time Recreation Supervisor.

There was a roll call vote.

Yes: Deal, Filipczak, Kehoe, O'Donnell, Sebastian, Moroz

MOTION PASSED 6-0

d. Authorization to Purchase Vehicles

The following resolution was offered by Filipczak and seconded by O'Donnell.

RESOLUTION 2022-10

WHEREAS The City of Plymouth operates a department to help protect the public health, safety; and welfare; and

WHEREAS From time-to-time vehicles used by the various Departments need to be replaced; and

WHEREAS There is a need to replace three special service Chevrolet Tahoe units; and

WHEREAS The City of Plymouth received a proposal from Berger Chevrolet using the Oakland County Purchasing Plan to purchase three (3) Special Services Vehicles.

NOW THEREFORE BE IT RESOLVED THAT the Plymouth City Commission authorizes the purchase of three (3) new Special Services Chevrolet Tahoes in the amount of \$38,679 each for a total expenditure of \$116,037. Further, financing of the vehicles is authorized through Community Leasing Partners.

Geraldine Kilsdonk, 375 Red Ryder, asked why the City didn't select Ford vehicles. Sincok replied that the Chevrolet Tahoe has proven to be durable and affordable. Commission members commented favorably about being proactive and purchasing the vehicles when they became available and at a reasonable price.

There was a roll call vote.

Yes: Deal, Filipczak, Kehoe, O'Donnell, Sebastian, Moroz

MOTION PASSED 6-0

e. Approval of February 7, 2022 Meeting Minutes

Sebastian offered a motion, seconded by O'Donnell, to open the agenda item for discussion.

Ellen Elliott, 404 Irvin, said she felt her comments about paid parking were misrepresented in the minutes. She also presented a letter to the Commission stating that Plymouth Historical Museum Director Liz Kerstens was opposed to a paid parking program in the City.

Moroz offered a motion to table the item until the March 7, 2022 meeting. Sebastian seconded the motion.

There was a roll call vote.

Yes: Deal, Filipczak, Kehoe, O'Donnell, Sebastian, Moroz

MOTION PASSED 6-0

8. REPORTS AND CORRESPONDENCE

a. Liaison Reports

O'Donnell said the Planning Commission approved the parking lot expansion at Westborn Market and tabled a discussion on the second phase of the Pulte development.

b. Appointments

O'Donnell recommended the appointment of Harold Read to the Cemetery Board and Dave Latawiec to the Zoning Board of Appeals.

There was a roll call vote.

Yes: Deal, Filipczak, Kehoe, O'Donnell, Sebastian, Moroz

MOTION PASSED 6-0

9. ADJOURNMENT

A motion to adjourn was offered by Sebastian and seconded by O'Donnell 7:37 p.m.

There was a roll call vote.

Yes: Deal, Filipczak, Kehoe, O'Donnell, Sebastian, Moroz

MOTION PASSED 6-0

NICK MOROZ
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 Community Band

Ph# _____ Fax# _____ Email _____ Website _____

Address _____ City _____ State _____ Zip _____

Sponsoring Organization's Agent's Name Carol Battishill Title Director

Ph# _____ Fax# _____ Email battishill@aol.com Cell# 734-635-9046

Address 525 Blunk City Plymouth State MI Zip 48170

Event Name Concerts in the Park

Event Purpose Band Concerts

Event Date(s) June 2, 9, 16, 23, 30 July 14, 21, 28 - 2022

Event Times 7:00 pm

Event Location Kellogg Park

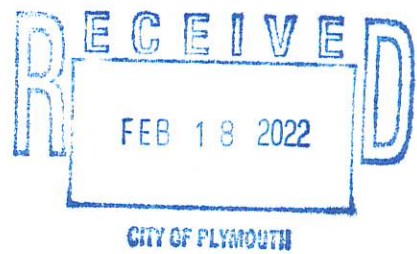
What Kind Of Activities? Band Concert

What is the Highest Number of People You Expect in Attendance at Any One Time? 1000

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.)

6:00 Stage get up
7:00 Concert begins
8:30 Concert ends
9:00 Event cleaned up and gone



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

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

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

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

Thursdays in June and 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)

Open stage before 6:00 pm, Provide electricity and PA support.

Public bathrooms open and clean. Clean up after concert

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:

Reserve parking on Perriman for equipment vehicles

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

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

Signature Carl Battistello

Date 2/18/22

Witness _____

Date _____

EVENT REVIEW FORM

EVENT NAME: _____ TOTAL ESTIMATED FEE: _____

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

MUNICIPAL SERVICES:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial	CP
1 FTE APPROX 4 HRS / CONCERT PA SYSTEM					
\$250 Bathroom Cleaning Fee Per Day of Event? <input checked="" type="radio"/> YES <input type="radio"/> NO					
Labor Costs:	\$ 250	Equipment Costs:	\$ 50	Materials Costs	\$ 100
POLICE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial	gac
1 - OFFICER @ 16 HRS					
Labor Costs \$		Equipment Costs \$	1216 -	Materials Costs \$	
FIRE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial	JW
No Services Required					
Labor Costs \$		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	TB
Labor Costs \$	0	Equipment Costs \$		Materials Costs \$	
RISK MANAGEMENT:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial	MB
Class I - Low Hazard	CERTIFICATE OF INSURANCE REQUIRED NAMING CITY OF PLYMOUTH AS ADDITIONAL INSURED.				
Class II - Moderate Hazard					
Class III - High Hazard					
Class IV - Severe Hazard					
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____					
APPROVED _____ NOT APPROVED _____ DATE _____					



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: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Investment Policy Update - 03-07-22.docx
Date: March 3, 2022
RE: Investment Policy Update

Background

It is necessary to update our City Investment Policy to current law and best practices. It is also necessary to have an updated policy for both our auditor and the bond rating companies. The last time we updated the policy was December of 1998. Admittedly, there are not a lot of changes in the municipal finance world from year to year, but we do need to be current.

Finance Director John Scanlon has provided an updated policy for the City Commission to review. His memorandum explaining the changes in the proposed policy is attached for your reference. We have also attached a "track changes" edition of the proposed policy to allow you to compare the current policy with the proposed changes.

Recommendation

The City Administration recommends that the City Commission adopt the proposed Investment Policy Update. This is a necessary update that both our auditor and financial consultants recommend that we update our policy from time to time to ensure compliance with various rules and regulations.

We have attached additional information from John Scanlon and 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 John Scanlon or myself.



CITY OF PLYMOUTH

www.plymouthmi.gov

201 S. Main
Plymouth, Michigan 48170-1637

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

MEMORANDUM

Date: March 2, 2022
To: Paul Sincock, City Manager
From: John Scanlon, Finance Director
Subject: Investment Policy

Issue: Investment Policy Update

Analysis: Please find attached a marked-up version of the City's Investment Policy adopted December 21, 1998, as well as the new Investment Policy for the City Commission's consideration. In comparing the two investment policies, most of the adjustments are minor vocabulary changes; however, there are three significant changes as detailed below.

The addition of Money Market Mutual Funds. A Money Market Mutual Fund is a permissible investment in Michigan if it is included in your investment policy. Money Market Mutual Funds invest in highly liquid, near-term instruments. Typically, money is spread across multiple financial institutions that are Public Act 20 compliant in amounts less than \$250,000 in order to maintain FDIC insurance on your investment. This is a highly safe investment that would offer us the opportunity for more diversification.

The second change is to the length of maximum maturity from our current length of two years to five years. This gives us a little more flexibility in a quickly changing market. Additionally, by extending the length of maximum maturity, we are able to lessen our exposure to interest rate risk. Interest rate risk is the potential for investment losses that result from a change in interest rates. If interest rates go down, for instance, the value of a current investment goes up.

The final change is adding the appendix to the investment policy. The appendix ensures that we are not holding too much of any one type of investment. It holds us accountable to make sure that our portfolio is diversified.

Overall, the changes to the investment policy are minor in scope. All the changes are compliant with Public Act 20, Investment of Surplus Funds of Political Subdivision.

Requested Action: Review and adopt updates to the City's Investment Policy

Attachment(s): Investment Policy adopted December 21, 1998, Updated Investment Policy and resolution of adoption of the new Investment Policy

THE CITY OF HOMES

twitter.com/PlymouthMIgov

facebook.com/CityofPlymouthMI

SECTION 4
CITY OF PLYMOUTH INVESTMENT POLICY

4.1. **PURPOSE**

It is the policy of the City of Plymouth to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting daily cash flow needs of the City. This policy is intended to comply with all State of Michigan statutes and local charter and ordinance provisions governing the investment of public funds.

4.2. **SCOPE**

1. This investment policy applies to all financial assets of the City of Plymouth. These assets are accounted for in the various funds of the City of Plymouth including the general fund, special revenue funds, debt service funds, capital project funds, enterprise funds, internal service funds, trust and agency funds, discreetly reported funds and any new funds established by the City of Plymouth.
2. Accordingly, funds which are not accounted for as City financial assets are excluded from this policy. Specifically, employee pension fund and employee deferred compensation funds are not subject to this policy as they are administered and managed by separate legal entities.

4.3. **PRUDENCE**

1. The standard of prudence to be applied by the investment officer will be the "prudent person" rule which states the following. "Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."
2. The above standard is established as the standard for professional responsibility and shall be applied in managing the City's entire portfolio.
3. Investment officers of the City, acting according to this investment policy and written procedures as may be established and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from exceptions are reported to the City Manager in a timely fashion and appropriate action is taken to control adverse developments.

Current Policy with Proposed Changes

4.4 **OBJECTIVES: SAFETY, LIQUIDITY AND RETURN ON INVESTMENT**

1. **Safety-** Protection of investment principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.
2. **Liquidity-** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
3. **Return on Investment-** The investment portfolio shall be designed with the objective of obtaining a rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and cash flow characteristics of the portfolio.

4.5 **DELEGATION OF AUTHORITY**

1. The authority to manage the investment program is derived from ~~State statutes~~ **Public Act 20 of the Public Acts of 1943, as amended by Act 285 of 1988, Act 196 of 1997 and Act 213 of 2007.** The Finance Director is hereby designated as the investment officer of the City and is responsible for investment decisions and activities.
2. Written procedures shall be developed for the operation of the investment program consistent with the investment policy. Procedures will **include** references to: safekeeping, delivery, payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements and banking service contracts.
3. A system of written internal controls shall be designed to regulate the activities of investment officials to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions.
4. In case of the Finance Director's absence, the City Manager or his designee shall be responsible for investment decisions and activities.
5. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer.

4.6 **ETHICS AND CONFLICT OF INTEREST**

1. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions

2. Employees and investment officials shall disclose to the City Manager or City Commission, as appropriate, any material interest in financial institutions that conduct business with the City, and they shall disclose any large personal financial or investment positions that could be related to the performance of the City's portfolio.
3. Employees and officers shall subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchases and sales.

4.7 **AUTHORIZED FINANCIAL DEALER AND INSTITUTIONS**

1. The City shall maintain a listing of financial institutions which are approved by the City Commission for investment and depository purposes. Banks shall provide their annual financial statements.
2. A list may be maintained of approved security dealers who maintain an office in the State of Michigan. Securities dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank as primary dealers or as "non-primary" or regional dealers that have net capital equaling twice the amount required under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule).
3. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Finance Director with their most recent audited financial statements, proof of State registration and depository contracts.
4. All financial institutions, brokers and dealers that the City investment officer is authorized to perform investment transactions with must read the City investment policy and provide a signed letter or certification that they will comply with said policy.

4.8 **LIST OF AUTHORIZED INVESTMENTS**

The City is empowered by State statute to invest surplus funds in the following types of securities.

1. Bonds, securities and other obligations of the United States or an agency or instrumentality of the United States in which the principal and interest is fully guaranteed by the United States including securities issued by the Government National Mortgage Association.

Current Policy with Proposed Changes

2. Certificates of deposits, savings accounts, deposit accounts or depository receipts of a bank or savings and loan association which is a member of the Federal Deposit Insurance Corporation or a credit union which is insured by the National Credit Union Administration; ~~but only if the bank, savings and loan association or credit union is eligible to be a depository of surplus funds belonging to the State under statute.~~ but only if the financial institution complies with subsection 129.91 (2), (5), or (6) of Public Act 20, as amended.
3. Commercial paper rated at the time of purchase within the top two (2) highest classifications established by not less than two (2) standard rating services and which matures not more than 270 days after the date of purchase. Not more than 50% of City funds may be invested in commercial paper at any time.
4. United State government or federal agency obligation repurchase agreements. Repurchase agreements shall be negotiated only with dealers or financial institutions with whom the City has negotiated a Master Repurchase Agreement or with the City's primary financial institutions. Repurchase agreements must be signed with the bank or dealer and must contain certain provisions similar to those outlined in the Public Security Association's model Master Repurchase Agreement.
5. Banker's acceptances of United States banks.
6. Mutual Funds composed of investment vehicles which are legal in the State of Michigan for direct investment by local units of government. For further clarification, this authorization is limited to securities whose intention is to maintain a net asset value of \$1.00 per share.
7. Obligations of the State of Michigan or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than one standard rating service.
8. Investments described in 4.8.a through 4.8.g above, if purchased through an inter-local agreement under the urban Cooperative Act of 1967, (EX SESS) PA 7, MCL 124.501 to 124.512.
9. Investment Pools organized under the surplus funds investment pool act 1982 PA 367, MCL 129.111 to 129.118 and the local government investment pool act 1985 PA 121, MCL 129.141 to 129.150. A due diligence standard must apply prior to investing in all bank sponsored or money market investment pools.

4.9 Money Market Mutual Funds. Investments in money market mutual funds registered under the Investment Company Act of 1940 composed of investment vehicles that are legal for direct investment by local governments in Michigan and which are "no-load" (i.e., no commission or fee shall be charged on purchases or sales of shares); have a constant net asset value per share of \$1.00; and have a maximum stated maturity and

weighted average maturity in accordance with Rule 2a-7 of the Investment Company Act of 1940.

4.10 **SAFEKEEPING AND CUSTODY**

1. All securities purchased by the City of Plymouth will be properly designated as an asset of the City and held in safekeeping. No withdrawal of such securities, in whole or in part, will be made from safekeeping except by the investment officer as authorized herein.
2. Transactions in negotiable instruments which have a value exceeding SIPC insurance protection, and other insurance protection as may be applicable, with any one dealer will be required to be settled on a delivery vs. payment basis. A trust receipt from the contra party and proof of SIPC and other insurance will be required when the transaction is covered by insurance. Non-negotiable, non-collateralized certificates of deposit, as is the law in the State of Michigan, will be evidenced by a safekeeping receipt from the issuing bank.
3. Securities may be held by a third-party custodian designated by the Finance Director and evidenced by safekeeping receipts as determined by the Finance Director.

4.11 **DIVERSIFICATION**

1. It is the policy of the City of Plymouth to diversify its investment portfolio. The diversification objective is to reduce overall portfolio risks while attaining average market rate of return.
2. Assets held in the common cash fund and other investments will be diversified to eliminate the risk of loss resulting from over-concentration of assets in a specific maturity, individual financial institution or a specific class of securities.
3. Diversification strategies will be determined and revised by the investment officer as needed.
4. Investment maturities for operating funds will be scheduled to coincide with projected cash flow needs, taking into account large routine expenditures (i.e. debt service) as well as considering sizable blocks of anticipated revenue (i.e. property taxes and state revenue sharing payments).

4.12 **MAXIMUM MATURITIES**

1. To the extent possible, the investment officer will attempt to match investments with anticipated cash flow requirements. Unless matched to a specific cash flow requirement, the investment office will not directly invest in securities maturing more than ~~two years~~ **five years** from the date of purchase.

2. Reserve Funds may be invested in securities exceeding two years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

4.13 **PERFORMANCE AND REPORTING**

1. The investment officer shall submit an annual investment report that provides the principal and type of investment by fund, annualized yield, ratio of cash to investments, earnings for the year and a summary report of cash and investments maintained in each financial institution.
2. Performance of the portfolio shall be submitted to the City Commission and City Manager in a quarterly report detailing the characteristics of the portfolio as well as its performance for that period. Material deviations from projected investment strategies shall be reported to the City Commission and City Manager.
3. The City's investment strategy is relatively passive. Given this strategy, the benchmark used by the investment officer to determine whether market yields are being achieved will be the U.S. Treasury Bills rate.

4.14 **INVESTMENT POLICY ADOPTION**

The City's investment policy shall be adopted by resolution of the City Commission and may be amended upon the recommendation of the City Manager and approval of the City Commission.

The undersigned acknowledges the receipt of the above City of Plymouth Investment Policy which was adopted by the Plymouth City Commission pursuant to the provisions of Act 20 of 1943, as amended by Act 196 of 1997, on December 21, 1998. The undersigned has reviewed all of the provisions contained in this policy and hereby agrees to comply with the investment restrictions and provisions as set forth.

Dated: - - - - -

Signed: _____

Representing: - - - - -

Current Policy with Proposed Changes

APPENDIX A
PORTFOLIO DIVERSIFICATION GUIDELINES

Instrument Description	Security Type Maximum	Issuer Maximum	Security Type Range	Maturity Maximum
U.S. Treasuries	100%	N/A	30-40%	5 years¹
U.S. Agencies & Instrumentalities (Date specific maturities only)	100%	20%	(subset of above)	5 years¹
CD's Non-negotiable	50%	10%	10-35%	2 years
CD's Negotiable	50%	10%	(subset of above)	3 years
Municipal Bonds	50%	10%	0-15%	5 years
Commercial Paper	50%	10%	25-35%	270 days
Bankers Acceptances	25%	10%	0-15%	184 days
Overnight Deposits ²	25%	25%	0-15%	1 day
Mutual Funds ³	25%	10%	0-15%	3 years

¹ Maturity Maximum - the five-year maximum applies to non-enterprise fund investments only. Enterprise fund reserves may be invested in securities exceeding five (5) years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

² Overnight Deposits - The Finance Director may invest overnight or short-term liquid assets to cover cash flow requirements in the following types of pools: Investment Pools organized under the surplus funds investment pool act of 1982, PA 367, MCL 129.111 to 129.118 or Investment Pools organized under the Urban Cooperation Act of 1967, PA7, MCL 124.501 to 124.512.

³ Authority to Purchase Mutual Funds - The Finance Director may invest in no-load fixed income mutual funds composed of investment vehicles, which are legal for direct investment by local units of government in Michigan, either taxable or tax-exempt. This authorization is limited to mutual funds whose intent is to maintain a net asset value of \$1.00 per share.

Current Policy with Proposed Changes

City of Plymouth General Rules and Regulations

SECTION 4
CITY OF PLYMOUTH INVESTMENT POLICY

4.1. **PURPOSE**

It is the policy of the City of Plymouth to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting daily cash flow needs of the City. This policy is intended to comply with all State of Michigan statutes and local charter and ordinance provisions governing the investment of public funds.

4.2 **SCOPE**

1. This investment policy applies to all financial assets of the City of Plymouth. These assets are accounted for in the various funds of the City of Plymouth including the general fund, special revenue funds, debt service funds, capital project funds, enterprise funds, internal service funds, trust and agency funds, discreetly reported funds and any new funds established by the City of Plymouth.
2. Accordingly, funds which are not accounted for as City financial assets are excluded from this policy. Specifically, employee pension fund and employee deferred compensation funds are not subject to this policy as they are administered and managed by separate legal entities.

4.3 **PRUDENCE**

1. The standard of prudence to be applied by the investment officer will be the "prudent person" rule which states the following. "Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."
2. The above standard is established as the standard for professional responsibility and shall be applied in managing the City's entire portfolio.
3. Investment officers of the City, acting according to this investment policy and written procedures as may be established and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from exceptions are reported to the City Manager in a timely fashion and appropriate action is taken to control adverse developments.

2022 POLICY

4.4 **OBJECTIVES: SAFETY, LIQUIDITY AND RETURN ON INVESTMENT**

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3. **Return on Investment-** The investment portfolio shall be designed with the objective of obtaining a rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and cash flow characteristics of the portfolio.

4.5 **DELEGATION OF AUTHORITY**

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2. Written procedures shall be developed for the operation of the investment program consistent with the investment policy. Procedures will include references to: safekeeping, delivery, payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements and banking service contracts.
3. A system of written internal controls shall be designed to regulate the activities of investment officials to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions.
4. In case of the Finance Director's absence, the City Manager or his designee shall be responsible for investment decisions and activities.
5. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer.

4.6 **ETHICS AND CONFLICT OF INTEREST**

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2022 POLICY

2. Employees and investment officials shall disclose to the City Manager or City Commission, as appropriate, any material interest in financial institutions that conduct business with the City, and they shall disclose any large personal financial or investment positions that could be related to the performance of the City's portfolio.
3. Employees and officers shall subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchases and sales.

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2. A list may be maintained of approved security dealers who maintain an office in the State of Michigan. Securities dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank as primary dealers or as "non-primary" or regional dealers that have net capital equaling twice the amount required under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule).
3. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Finance Director with their most recent audited financial statements, proof of State registration and depository contracts.
4. All financial institutions, brokers and dealers that the City investment officer is authorized to perform investment transactions with must read the City investment policy and provide a signed letter or certification that they will comply with said policy.

4.8 **LIST OF AUTHORIZED INVESTMENTS**

The City is empowered by State statute to invest surplus funds in the following types of securities.

1. Bonds, securities and other obligations of the United States or an agency or instrumentality of the United States in which the principal and interest is fully guaranteed by the United States including securities issued by the Government National Mortgage Association.

2022 POLICY

2. Certificates of deposits, savings accounts, deposit accounts or depository receipts of a bank or savings and loan association which is a member of the Federal Deposit Insurance Corporation or a credit union which is insured by the National Credit Union Administration; but only if the financial institution complies with subsection 129.91 (2), (5), or (6) of Public Act 20, as amended.
 3. Commercial paper rated at the time of purchase within the top two (2) highest classifications established by not less than two (2) standard rating services, and which matures not more than 270 days after the date of purchase. Not more than 50% of City funds may be invested in commercial paper at any time.
 4. United State government or federal agency obligation repurchase agreements. Repurchase agreements shall be negotiated only with dealers or financial institutions with whom the City has negotiated a Master Repurchase Agreement or with the City's primary financial institutions. Repurchase agreements must be signed with the bank or dealer and must contain certain provisions similar to those outlined in the Public Security Association's model Master Repurchase Agreement.
 5. Banker's acceptances of United States banks.
 6. Mutual Funds composed of investment vehicles which are legal in the State of Michigan for direct investment by local units of government. For further clarification, this authorization is limited to securities whose intention is to maintain a net asset value of \$1.00 per share.
 7. Obligations of the State of Michigan or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than one standard rating service.
 8. Investments described in 4.8.a through 4.8.g above, if purchased through an inter-local agreement under the urban Cooperative Act of 1967, (EX SESS) PA 7, MCL 124.501 to 124.512.
 9. Investment Pools organized under the surplus funds investment pool act 1982 PA 367, MCL 129.111 to 129.118 and the local government investment pool act 1985 PA 121, MCL 129.141 to 129.150. A due diligence standard must apply prior to investing in all bank sponsored or money market investment pools.
- 4.9 Money Market Mutual Funds. Investments in money market mutual funds registered under the Investment Company Act of 1940 composed of investment vehicles that are legal for direct investment by local governments in Michigan and which are "no-load" (i.e., no commission or fee shall be charged on purchases or sales of shares); have a constant net asset value per share of \$1.00; and have a maximum stated maturity and weighted average maturity in accordance with Rule 2a-7 of the Investment Company Act of 1940.

4.10 **SAFEKEEPING AND CUSTODY**

1. All securities purchased by the City of Plymouth will be properly designated as an asset of the City and held in safekeeping. No withdrawal of such securities, in whole or in part, will be made from safekeeping except by the investment officer as authorized herein.
2. Transactions in negotiable instruments which have a value exceeding SIPC insurance protection, and other insurance protection as may be applicable, with any one dealer will be required to be settled on a delivery vs. payment basis. A trust receipt from the contra party and proof of SIPC and other insurance will be required when the transaction is covered by insurance. Non-negotiable, non-collateralized certificates of deposit, as is the law in the State of Michigan, will be evidenced by a safekeeping receipt from the issuing bank.
3. Securities may be held by a third-party custodian designated by the Finance Director and evidenced by safekeeping receipts as determined by the Finance Director.

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2. Assets held in the common cash fund and other investments will be diversified to eliminate the risk of loss resulting from over-concentration of assets in a specific maturity, individual financial institution or a specific class of securities.
3. Diversification strategies will be determined and revised by the investment officer as needed.
4. Investment maturities for operating funds will be scheduled to coincide with projected cash flow needs, taking into account large routine expenditures (i.e. debt service) as well as considering sizable blocks of anticipated revenue (i.e. property taxes and state revenue sharing payments).

4.12 **MAXIMUM MATURITIES**

1. To the extent possible, the investment officer will attempt to match investments with anticipated cash flow requirements. Unless matched to a specific cash flow requirement, the investment office will not directly invest in securities maturing more than five years from the date of purchase.

2022 POLICY

2. Reserve Funds may be invested in securities exceeding two years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

4.13 **PERFORMANCE AND REPORTING**

1. The investment officer shall submit an annual investment report that provides the principal and type of investment by fund, annualized yield, ratio of cash to investments, earnings for the year and a summary report of cash and investments maintained in each financial institution.
2. Performance of the portfolio shall be submitted to the City Commission and City Manager in a quarterly report detailing the characteristics of the portfolio as well as its performance for that period. Material deviations from projected investment strategies shall be reported to the City Commission and City Manager.
3. The City's investment strategy is relatively passive. Given this strategy, the benchmark used by the investment officer to determine whether market yields are being achieved will be the U.S. Treasury Bills rate.

4.14 **INVESTMENT POLICY ADOPTION**

The City's investment policy shall be adopted by resolution of the City Commission and may be amended upon the recommendation of the City Manager and approval of the City Commission.

The undersigned acknowledges the receipt of the above City of Plymouth Investment Policy which was adopted by the Plymouth City Commission pursuant to the provisions of Act 20 of 1943, as amended by Act 196 of 1997, on March 7, 2022. The undersigned has reviewed all of the provisions contained in this policy and hereby agrees to comply with the investment restrictions and provisions as set forth.

Dated: _____

Signed: _____

Representing: _____

2022 POLICY

APPENDIX A
PORTFOLIO DIVERSIFICATION GUIDELINES

Instrument Description	Security Type Maximum	Issuer Maximum	Security Type Range	Maturity Maximum
U.S. Treasuries	100%	N/A	30-40%	5 years ¹
U.S. Agencies & Instrumentalities (Date specific maturities only)	100%	20%	(subset of above)	5 years ¹
CD's Non-negotiable	50%	10%	10-35%	2 years
CD's Negotiable	50%	10%	(subset of above)	3 years
Municipal Bonds	50%	10%	0-15%	5 years
Commercial Paper	50%	10%	25-35%	270 days
Bankers Acceptances	25%	10%	0-15%	184 days
Overnight Deposits ²	25%	25%	0-15%	1 day
Mutual Funds ³	25%	10%	0-15%	3 years

¹ Maturity Maximum - the five-year maximum applies to non-enterprise fund investments only. Enterprise fund reserves may be invested in securities exceeding five (5) years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

² Overnight Deposits - The Finance Director may invest overnight or short-term liquid assets to cover cash flow requirements in the following types of pools: Investment Pools organized under the surplus funds investment pool act of 1982, PA 367, MCL 129.111 to 129.118 or Investment Pools organized under the Urban Cooperation Act of 1967, PA7, MCL 124.501 to 124.512.

³ Authority to Purchase Mutual Funds - The Finance Director may invest in no-load fixed income mutual funds composed of investment vehicles, which are legal for direct investment by local units of government in Michigan, either taxable or tax-exempt. This authorization is limited to mutual funds whose intent is to maintain a net asset value of \$1.00 per share.

2022 POLICY

RESOLUTION

The following Resolution was offered by _____ and seconded by _____

WHEREAS The 1943 PA 20 as amended, provides that the legislative Or governing body of a county, city, village, township or Special assessment district, by resolution, may authorize Its Finance Director to invest the city's surplus funds; and

WHEREAS These surplus funds can only be invested in investments That are in compliance with 1943 PA 20 as amended, being MCL 129.91 through 129.97a; and

WHEREAS The City Commission of the City of Plymouth has reviewed The proposed revised investment policy which expands The existing policy to include scope, objectives and Investment procedures.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby revise and amend the City's Investment Policy that was adopted on December 21, 1998. Further, the City Commission does hereby adopt the revised Investment Policy as of March 7, 2022.

BE IT STILL FURTHER RESOLVED THAT the City Commission hereby directs the City Clerk to include a complete copy of the adopted March 7, 2022, Investment Policy as a part of the Meeting Minutes of this meeting.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: *S:\Manager\Sincock Files\Memorandum - Confirmation of Emergency Authorization Vector Truck 03-07-22.docx*
Date: March 2, 2022
RE: Confirmation of Emergency Repairs to Vector Truck

Background

Back on December 15, 2021, the City Administration notified the City Commission that the City Manager had authorized emergency repairs to the Vector truck at Municipal Services. We estimated at that time that the repairs would be approximately \$10,000. You may recall that the issue was a hydraulic leak on the upper boom of the truck. Municipal Services had the truck into the dealer and parts were ordered based on the emergency authorization.

Ultimately, the truck had to be taken out of service to the city, while the supply chain issues got cleared and the parts finally came in. We were very fortunate that the dealer provided us with a rental unit at no charge until the parts came in.

The repair work has been completed and we are seeking confirmation of the emergency purchase authorization in the amount of \$10,488.71. As additional background, we have attached a copy of the emails related to this matter and informing the City Commission of the emergency authorization and the need to confirm the purchase at a later date.

RECOMMENDATION:

The City Administration recommends that the City Commission confirm the emergency repairs to the Vector Truck in the amount of \$10,488.71 as attached.

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



Department of Municipal Services

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

Date: March 1, 2022
To: Paul J. Sincock, City Manager
From: Chris S. Porman, Assistant City Manager/Director of Municipal Services
Re: Authorization for repairs to #137 - Vactor

Background

On December 15, 2021, I notified you of the hydraulic leak on the upper boom of the Vactor Truck. After we spoke, you authorized Emergency repairs on the unit. At that time, it was estimated that the repairs would be in the neighborhood of approximately \$10,000.00. We worked with Jack Doheny of Northville (Vactor dealer) to finalize the quote for the repairs and to get the truck scheduled for such repairs.

We had hoped to be able to keep the truck in service while we awaited the long lead time for the parts; however, the leak was such that we could not properly operate the truck. We again worked with the Jack Doheny Company and they provided us a rental Vactor unit (free of charge) to use during the last month or so.

The parts came in and our truck was repaired and it back in service as part of our fleet. The cost for the repairs is \$10,488.71, which includes parts and labor. I have attached the final invoice for reference.

Recommendation

I recommend that the City Commission confirm the Emergency repair authorization and permit payment on the invoice to the Jack Doheny Company in the amount of \$10,488.71 for repairs to our Vactor Truck. Payment for this invoice would come from the Equipment Fund.

If there are any questions, please feel free to contact me.

Porman, Chris

From: Sincock, Paul
Sent: Wednesday, December 15, 2021 6:47 PM
To: Commissioner Deal, Suzi; Commissioner Filipczak, Linda; Commissioner Kehoe, Jennifer; Commissioner Maguire, Alanna; Commissioner O'Donnell, Kelly; Commissioner/Mayor Moroz, Nicholas; Commissioner/Mayor Pro-Tem Sebastian, Tony; Marzano, Bob; Porman, Chris
Subject: Emergency Repairs to Vactor Truck

The City Commission is aware that the Vactor Truck is one of the “workhorse” trucks that the Department of Municipal Services uses on a near daily basis. This truck performs a wide variety of activities from sewer cleaning, sewer emergency clog removal, hydro-excavation and vacuum debris removal. The truck has experienced a critical part failure and it has been examined by the dealer. Attached is the email from Chris Porman which further outlines this part failure.

I have authorized the Department of Municipal Services to proceed with parts ordering and scheduling of repairs. The cost of repairs is currently estimated at approximately \$10,000. This is considered an emergency purchase and the City Commission will need to confirm this emergency purchase at a future City Commission meeting. However, to keep the truck in full service we will need to make the repairs.

If you have any questions regarding this matter or how this emergency purchase authorization works, please feel free to contact me.

PJS

From: Porman, Chris <cporman@plymouthmi.gov>
Sent: Wednesday, December 15, 2021 1:46 PM
To: Sincock, Paul <psincock@plymouthmi.gov>
Subject: Vactor

Good Afternoon,

Over the last week, our Vactor has sprung a hydraulic leak on the upper boom. We tried to mitigate the issue ourselves, and tighten down this clamp or that bolt, etc. but to no avail. It would get worse the more we used the truck. We took the truck to Doheny's to have them look at it and they reported back that the upper boom hydraulic pump is completely shot and in need of repair. They indicated that this was not something that could wait until we trade in the truck in a year and we need to have this replaced to continue to use the truck for the next year. Based on the lead time for parts, etc. we asked them to begin the order while they worked up the quote/invoice for repair. They indicated the value at approximately \$10k.

We will keep the truck in service for limited use until such time as the parts become available. If we need the truck for a water main break, etc. it is available, but we will need to be careful on its use.

Doheny is finalizing the quote/invoice and at that time, we can present it to the City Commission to confirm the purchase/repair likely at the first meeting in January.

Hate to be the bearer of bad news, but wanted to get this in front of you and have the emergency authorization to continue the repair process.



Remit To:
Jack Doheny Company
 L3846
 Columbus OH, 43260-3846

INVOICE

Invoice No. **153961** Invoice Date **2/24/22** **SERVICE**

Invoice To
 PLYMOUTH, CITY OF
 201 SOUTH MAIN STREET
 PLYMOUTH MI 48170

Ship To:
 PLYMOUTH, CITY OF
 201 SOUTH MAIN STREET
 PLYMOUTH MI 48170

INFORMATION

Job Number:	32993	Due Date:	04/10/2022	Customer Code.:	PLYM0005
Service Date:	12/7/21	Salesman:		Site Code:	_MAIN
Branch:	1100	Taken By:	DJOHNS	Site Contact:	PLYM0005 PARTS CONTACT
P.O. No.:	VAC TRUCK	Make:	VA	Phone:	734-453-7737
Equip. No.:	14860	Model:	2100P	Serial No.:	17-09V-16983
Customer Eq. No.:	14860	Equip. Desc:	2115SE2P100A - 2115 SE 2-STAGE PLUS 100GPM A	Chassis VIN:	1FVHG3FE2JHJN8124

NOTES

Service Job Notes:

ESTIMATE IS FOR REPAIRS NEEDED TO THE CUSTOMERS 2017 VACTOR.THE INNER 8 FT HYD CYLINDER INSIDE THE BOOM ASSY IS LEAKING NEEDS REPLACE.
 WOULD RECCOMEND NEW INNER BOOM TUBE AT THIS TIME/GETTING THIN
 INLET HEAD NEEDS NEW HOSE END WELDED ON IT
 INLET HEAD SEAL WORN/NEEDS REPLACE

DETAILS

Qty	Type	Part No.	Description	Rate	Price	Tax	Amount
1.00	LABOR	SNOW	WINTERIZE TRUCK.	\$125.00	\$125.00	\$0.00	\$125.00
2.00	LABOR	SSMI	TRACKED DOWN OIL LEAK ON BOOM - IN/OUT CYLINDER LEAKING. GREASED ROTECH BEARING AS I TURNED IT TO GET GREASE ALL THE WAY AROUND. GREASED LOCKS.	\$125.00	\$250.00	\$0.00	\$250.00
1.00	PART	VA-62031K	INNER TUBE WELDMENT	\$1,116.51	\$1,116.51	\$0.00	\$1,116.51
1.00	PART	VA-46125B	RETRACTILE COIL CORD,2FT-10FT	\$201.95	\$201.95	\$0.00	\$201.95
1.00	PART	VA-49654-SP	SEAL ASSEMBLY	\$400.68	\$400.68	\$0.00	\$400.68
10.00	PART	VA-59826	AIR SEAL SEGMENT-110 TELE BOOM	\$14.31	\$143.10	\$0.00	\$143.10
2.00	PART	VA-59826A	AIR SEAL SEGMENT- 5X5 TELE BOO	\$11.48	\$22.96	\$0.00	\$22.96
8.00	PART	VA-44580	SHSS, 1/2X1, ZN	\$4.49	\$35.92	\$0.00	\$35.92

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE DOHENYCOMPANY.COM

248-349-0904
 info@dohenycompany.com
 dohenycompany.com



Remit To:
Jack Doheny Company
 L3846
 Columbus OH, 43260-3846

INVOICE

Invoice No. **153961** Invoice Date **2/24/22** **SERVICE**

DETAILS

Qty	Type	Part No.	Description	Rate	Price	Tax	Amount
1.00	PART	VA-62029	POLYMER OUTER BUSHING	\$41.70	\$41.70	\$0.00	\$41.70
2.00	LABOR	SLIZ	PREP BOOM TUBES FOR PAINT.	\$125.00	\$250.00	\$0.00	\$250.00
1.00	OTHER	SHOP SUPPLIES	PAINT SUPPLIES	\$151.85	\$151.85	\$0.00	\$151.85
2.75	LABOR	YORK	SETUP FOR PAINT, APPLY EPOXY SEALER, APPLY BLUE TOPCOAT, APPLY CLEAR COAT, CLEAN UP.	\$125.00	\$343.75	\$0.00	\$343.75
1.50	LABOR	SLIZ	LOAD & DELIVER HYD CYL FOR REBUILD	\$125.00	\$187.50	\$0.00	\$187.50
1.00	OTHER	OUTSIDE LABOR	REBUILD HYD CYLINDER	\$1,664.26	\$1,664.26	\$0.00	\$1,664.26
1.00	PART	VA-58795U	HOSE END ADAPTER WELD	\$124.02	\$124.02	\$0.00	\$124.02
7.00	LABOR	FUGA	PULLED UPPER DEBRIS HOSE, REMOVED INNER AND OUTER BOOM TUBES, UNHOOKED HYD LINES, AND WIRING, REMOVE SKID PADS AND PULL CYLINDER OUT. WASH OUT BOOM TUBES AND PREP FOR REASSEMBLY.	\$125.00	\$875.00	\$0.00	\$875.00
7.50	LABOR	FUGA	REMOVE & INSTALL NEW UPPER DEBRIS HOSE FLANGE. TAKE INNER BOOM TO WASHBAY AND CLEAN OIL OUT OF IT. FIXED PLASTIC PIPE IN BOOM FOR WIRES, INSTALL NEW CYL IN BOOM. INSTALL INNER BOOM AND CYL IN OUTER BOOM & HOOK PIN IN AND INSTALL ALL SLIDE PADS	\$125.00	\$937.50	\$0.00	\$937.50
1.50	LABOR	FLES	ASSIST STEVE WITH CYLINDER INSTALL INTO INNER SQUARE BOOM AND INSTALL ONTO TRUCK.	\$125.00	\$187.50	\$0.00	\$187.50
2.00	PART	VA-49548A	GASKET,NAT GUM RUBBER,40A DURO	\$84.38	\$168.76	\$0.00	\$168.76
1.00	PART	V3-16585AJD	GASKET, 8" RUBBER	\$6.25	\$6.25	\$0.00	\$6.25
(1.00)	PART	VA-49654-SP	SEAL ASSEMBLY	\$471.91	\$(471.91)	\$0.00	\$(471.91)
1.00	PART	VA-49654A-SP	RUBBER SEAL ASSY - 10IN	\$437.82	\$437.82	\$0.00	\$437.82
(1.00)	PART	VA-46125B	RETRACTILE COIL CORD,2FT-10FT	\$210.93	\$(210.93)	\$0.00	\$(210.93)

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE DOHENYCOMPANY.COM



Remit To:
Jack Doheny Company
 L3846
 Columbus OH, 43260-3846

INVOICE

Invoice No. 153961 Invoice Date 2/24/22 SERVICE

DETAILS

Qty	Type	Part No.	Description	Rate	Price	Tax	Amount
8.50	LABOR	FUGA	INSTALL BOOM TUBES, ELBOW AND LOWER DEBRIS HOSE, HOOKED UP BOOM LIGHTS, REMOVE INLET HEAD SEAL AND INSTALL NEW. INSTALLED CLAMP FOR PUC PIPE IN BOOM, CLEANED INLET HEAD FULL OF SAND, INSTALLED UPPER DEBRIS HOSE, FILLED HYDRAULIC TANK HYDRAULIC OIL (G)	\$125.00	\$1,062.50	\$0.00	\$1,062.50
2.00	PART	ZZ-AW68		\$13.75	\$27.50	\$0.00	\$27.50
1.00	PART	V3-31014AVJD	1/2" X 50' LEAD	\$130.00	\$130.00	\$0.00	\$130.00
1.00	PART	RC-2-HR1004-3	BUMPER STOP ASS'Y, 1/2"	\$13.00	\$13.00	\$0.00	\$13.00
1.00	PART	V3-46846DJD	GAUGE,PRESS,0-5000P	\$35.00	\$35.00	\$0.00	\$35.00
1.00	PART	VA-20188A	FEMALE COUPLER 1/2IN FNPT BRASS	\$46.79	\$46.79	\$0.00	\$46.79
1.00	PART	V3-45109JD	WATER SPRAY HAND GUN	\$150.00	\$150.00	\$0.00	\$150.00
2.50	LABOR	PFEI	WASHED EXTERIOR OF TRUCK, WASHED BACK DOOR, FRONT, CAB, REMOVED OIL BUILD UP ON TRUCK, WASHED UNDER BODY	\$125.00	\$312.50	\$0.00	\$312.50
3.00	LABOR	FUGA	DEWINTERIZED AND FILLED WITH WATER, SUCK BARRELS AND CHECKED BOOM. RAN ALL WATER SIDE HYDRO HOSE RIPPED, TOOK OFF AND REPLACED	\$125.00	\$375.00	\$0.00	\$375.00
1.00	PART	VA-40029	RELIEF VALVE,WATER,700 PSI	\$172.23	\$172.23	\$0.00	\$172.23
5.00	LABOR	FUGA	REPLACE WATER GAUGE, INSTALL HOSE REEL LINE, RESEALED HXX GUN, REPLACE ORING IN HXX GUN, CLEAN PLUGGED TIP,	\$125.00	\$625.00	\$0.00	\$625.00
1.00	OTHER	SHOP SUPPLIES	SHOP SUPPLIES	\$550.00	\$550.00	\$0.00	\$550.00

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE DOHENYCOMPANY.COM



248-349-0904
 info@dohenycompany.com
 dohenycompany.com



Remit To:
Jack Doheny Company
L3846
Columbus OH, 43260-3846

INVOICE

Invoice No. 153961 Invoice Date 2/24/22

SERVICE

DETAILS

Qty	Type	Part No.	Description	Rate	Price	Tax	Amount
-----	------	----------	-------------	------	-------	-----	--------

Labor Total:	\$5,531.25
Parts Total:	\$2,591.35
Consumables:	\$0.00
Freight:	\$0.00
Other:	\$2,366.11
Tax:	\$0.00
Total:	\$10,488.71

Payment Terms: 45 DAYS FROM INVOICE

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE DOHENYCOMPANY.COM

248-349-0904
info@dohenycompany.com
dohenycompany.com

RESOLUTION

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

WHEREAS The City of Plymouth maintains a variety of equipment and from time to time the equipment is in need of emergency repairs, and

WHEREAS The Department of Municipal Services had to have emergency repairs made to the Vactor Truck hydraulic pump system, and

WHEREAS This failure of pump system required the use of a temporary Vactor truck to be used by the City and it was supplied at no charge by the dealer, and

WHEREAS The failed pump had to be replaced, and

WHEREAS The City Administration authorized the emergency repairs and actions and Notified the City Commission of the emergency situation and the actions that were taken.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby confirm the emergency repairs to the City's Vactor Truck in the amount of \$10,488.71 and authorizes payment to Jack Doheny Company. Funding for this repair shall be designated from the Equipment 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: Paul J. Sincock, City Manager
 CC: S:\Manager\Sincock Files\Memorandum - Intergovernmental Agreement with Wayne County Parks Millage 03-07-22.docxx
 Date: March 2, 2022
 RE: Intergovernmental Agreement with Wayne County Park Millage Funds

BACKGROUND:

The City Commission may be aware that Wayne County returns a small portion of the County Parks Millage back to the local communities. This program would allow the local community to determine their own park's needs, which in our case are identified by the City Recreation Master Plan.

This is "County Money" because it has been collected from our taxpayers as a County Parks millage for improvements to the County Parks. The County has chosen to make a small "grant" back to each community, based on a percentage of what was collected in that community. For the County to make a grant to another taxing unit it is necessary to execute an Intergovernmental Agreement with the County for the \$20,146 worth of improvements to our recreational facilities. In the past, this funding has been used for everything from portable bleachers, to repairing the lights at Massey Field.

The plan this year is to use these funds on pedestrian safety lighting on the front of the Cultural Center to help make crossing from the parking lot to the building a safer experience. You may recall that on election days we bring in additional portable light towers to help provide visibility and safety of pedestrians entering or leaving the building. With the extensive amount of drop off and pick ups that occur in the area directly in front of the building as well as the high number of children are often times running from the parking lot to the building, additional safety lighting has been identified as a significant need.

The County's Corporate Counsel Office sent over a contract for the City to execute. This Agreement has been reviewed by the City Attorney as well. The contract is "boiler plate" from Wayne County, but it is much shorter than what we have received the past. We will need to have the agreement approved by Resolution of the City Commission and signed by the Mayor.

RECOMMENDATION:

The City Administration recommends that the City Commission adopt the proposed Intergovernmental Agreement with Wayne County for the use of County Parks Millage funds.

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



CITY OF PLYMOUTH

www.plymouthmi.gov

Recreation Department
Plymouth Cultural Center
525 Farmer
Plymouth, MI 48170

Phone 734-455-6620

Memo

To: Paul Sincock, City Manager
From: Steve Anderson, Recreation Director 
CC:
Date: 2/25/2022
Re: Intergovernmental Agreement - Wayne County Park Millage Funds County FY 2021-22

As you are aware, Wayne County has again returned some of the Wayne County Parks Millage funds back to the local communities to specifically fund recreational capital improvements. The City of Plymouth's share of these funds for this budget year is \$20,146.00. This year, we would like to use our millage allocation to improve the lighting in front of the Cultural Center for increased pedestrian safety.

The Cultural Center has a north and south entry / walkway that allows access to the Community Center / Ice Arena from a 250-car parking lot. In the process of getting to and from the parking lot, the pedestrians must also cross a main driveway or "drop-off" area as well. The current lighting for these pedestrian walkways is minimal at best and should be enhanced for the drivers to properly see the families crossing this driveway / drop off area.

The total anticipated project cost for the Pedestrian Safety Lighting Project is \$17,470 with a contingency of \$2,676.00. Currently, it is difficult to anticipate the cost fluctuation in copper wiring. If for some reason the project costs come in above the allocated \$20,146.00, that amount will be absorbed by the Recreation Capital Improvement Fund.

If Pedestrian Safety Lighting Project costs come in below the allocated \$20,146.00, we would like to use the balance to help supplement any additional exterior safety lighting for the facility.

We would like to recommend the adoption of this Intergovernmental Agreement by the City Commission to receive the amount of \$20,146.00 from Wayne County to be used for the Cultural Center Pedestrian Safety Lighting Project.

THE CITY OF HOMES

twitter.com/plymouthmigov facebook.com/cityofplymouthrecreation

AGREEMENT

between

THE CHARTER COUNTY OF WAYNE

and

THE CITY OF PLYMOUTH

for

Improvements to

PLYMOUTH CULTURAL CENTER

FY 2021-2022

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

1. PURPOSE

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

2. SCOPE OF THE PROJECT

2.01 The County will cooperatively fund the construction of improvements (the “Project”) at Plymouth Cultural Center, located in the City (individually, “Site” or collectively, “Sites”), for the citizens of Wayne County, at the location(s) described in **Exhibit A** attached hereto and made a part hereof. The County will finance any improvements agreed upon by the Chief Executive Officer for the County or his/her designee and the Mayor of the City or his/her designee, in creation of the Project under the limitations indicated in Sections 3, 4 and 5.

3. TERM OF CONTRACT

3.01 The term of this Agreement shall commence upon approval by the Wayne County Commission and **shall terminate on September 30, 2024 at 11:59 p.m.**

3.02 If City fails to complete the Project by the termination date as stated in Section 3.01, the parties agree that the County shall be under no further obligation to provide any remaining funds committed hereunder.

4. COUNTY'S COVENANTS

4.01 The County will assist in funding construction of the Project described in **Exhibit B** attached hereto and made a part hereof. The FY 2021-2022 funding provided by the County for the recreational Project **shall not exceed Twenty Thousand One Hundred Forty Six Dollars (\$20,146).**

5. CITY'S COVENANTS

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

5.02 City warrants that it is the legal owner with good, valid, and clear title to each Site and that each Site is accurately described in **Exhibit A**. City shall hold harmless and defend the County against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including but not limited to, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to an action by a third party to quiet title in any Site described in **Exhibit A**.

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

5.04 City shall submit to the County no more frequently than once every 30 days, a certified application for reimbursement of acceptable Project costs together with all contractor and

subcontractor certified invoices and any required supporting documentation for reimbursement, which shall be made upon receipt and approval of the application for reimbursement. The County is under no obligation to reimburse City for any unapproved costs or costs outside the scope of this Agreement.

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

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

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

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

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

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

6. TERMINATION

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

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

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

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

7. DATA TO BE FURNISHED

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

7.02 Upon the request of the County or its authorized representative, including its Legislative Auditor General, City must furnish, without charge, copies of all information, books, records, data, reports, etc., of City, or any contractors, subcontractors, consultants or agents rendering or furnishing services under this Agreement, whether direct or indirect, that will permit adequate evaluation or audit of the services provided by City or any of its contractors, subcontractors, consultants or agents. City must include a similar covenant allowing for County audit in any agreement it has with a contractor, subcontractor, consultant or agent related to this Agreement. The County may delay reimbursement payments to City pending the results of any such audit without penalty or interest.

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

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

8. ADMINISTRATION

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

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

9. RELATIONSHIP OF PARTIES

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

10. INSURANCE

10.1 City will require that all contractors undertaking work on the Project abide the terms, and provide insurance coverage in said amounts, as set forth in **Exhibit D**.

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

11. HOLD HARMLESS

11.01 City agrees to remain responsible for its own negligence, or tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, contractors, subcontractors, consultants, or agents. It is agreed that the County is merely acting as a funding source for the Project and that any negligence, or tortious acts, errors, or omissions on the part of the County shall only arise out of providing these funds or processing reimbursement requests made by City as submitted pursuant to Section 5.04.

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

12. LIABILITY

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

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

13. ENVIRONMENTAL MATTERS

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

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

13.03 City will keep each Site free of Hazardous Materials except to the extent that the Hazardous Materials are stored or used in compliance with applicable local, state and federal

regulations. City must not cause or permit any Site to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with governmental regulations. City shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of City, any tenant, subtenant or occupant, the release, spill, leak or emission of Hazardous Materials at any Site or onto any other contiguous property.

13.04 Prior to commencing the Project, City must conduct and complete or cause to be conducted and completed an investigation, including a comprehensive environmental audit, studies, sampling, and testing, as the County deems necessary. A copy of any environmental audit, study, sampling or testing shall be provided to the County within ten (10) working days of City's receipt of such audit, study, sampling or testing. If the audit reveals the existence of any Hazardous Material at any Site, City shall immediately disclose the findings to the County. If the County decides to proceed with the Project, City shall do or cause to be done all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Site as required by all applicable governmental regulations, to the satisfaction of the County, and according to all federal, state and local governmental authorities. Any audit conducted by the County is solely for the benefit, protection, and interest of the County. City or any third party cannot rely upon the audit conducted by the County for any purpose.

13.05 It is agreed that the County is merely acting as a funding source for the Project and that the County shall only be responsible for providing these funds and processing reimbursement requests made by City as submitted pursuant to Section 5.04. Therefore, the County shall not be responsible for any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to:

- A. The presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Site or the soil, water, vegetation, buildings, personal property, persons or animals;
- B. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials at a Site;
- C. Any lawsuit brought or threatened, settlement reached or government order relating to the Hazardous Materials with respect to a Site;
- D. Any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of any mortgage, which are based on or related to the Hazardous Materials used at a Site;
- E. This section applies to the presence, disposal, release, leakage, or threatened release of any Hazardous Materials prior to the effective date of this Agreement.

13.06 Hazardous Material means any material or substance:

- A. Which is or becomes defined as a hazardous substance, pollutant, or contaminant pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et. seq.) and any amendments thereto and regulations pursuant thereto;

- B. Containing gasoline, oil, diesel, fuel, or other petroleum products;
- C. Which is or becomes defined as hazardous waste pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901 et. seq.) and any amendments thereto and regulations pursuant thereto;
- D. Containing polychlorinated biphenyl;
- E. Containing asbestos;
- F. Which is radioactive;
- G. The presence of which requires investigation or remediation under any governmental regulation; or
- H. Which is or becomes defined as a hazardous waste, hazardous substance, pollutant, contaminant, or biologically hazardous material under any governmental regulation.

14. COMPLIANCE WITH LAWS

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

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

15. AMENDMENTS

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

16. NONDISCRIMINATION PRACTICES

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

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

16.02 All contractors, subcontractors, consultants and agents retained by City to perform

work related to this Agreement shall not:

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

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

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

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

16.06 City acknowledges the right of the County Director of Human Relations to sue to

enforce the provisions in this Article.

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

16.08 In the event that City is or becomes subject to federal or state law which conflicts with the requirements of Section 120-192 of the Wayne County Code of Ordinances, the provisions of federal or state law shall apply and this Agreement shall be interpreted and enforced accordingly. In accordance with the Elliot-Larson Civil Rights Act, P.A. 1976 No. 453, as amended, MCL 37.2101 *et seq.*, City covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, weight, height, or marital status, and to require a similar covenant on the part of any contractor, subcontractor, consultant, or agent employed in the performance of this Agreement.

17. ETHICS IN CONTRACTING

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

18. NOTICES

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

If to City:
City of Plymouth Recreation Department
City of Plymouth
525 Farmer Plymouth, Michigan 48170

If to the County:
Director of Parks
Wayne County Parks
33175 Ann Arbor Trail
Westland, Michigan 48185

and

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

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

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

19. WAIVER OF ANY BREACH

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

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

20. SEVERABILITY OF PROVISIONS

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

21. MERGER CLAUSE

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

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

22. JURISDICTION AND LAW

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

23. MISCELLANEOUS

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

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

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

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

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

24. AUTHORIZATION AND CAPABILITY

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

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

25. SIGNATURE

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

[SIGNATURES ON THE FOLLOWING PAGE]

City of Plymouth
Plymouth Cultural Center

County Commission approved and execution authorized by Resolution No. _____ Date: _____	CHARTER COUNTY OF WAYNE By: _____ Warren C. Evans Its: County Executive Date: _____
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STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

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

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

City of Plymouth
Plymouth Cultural Center

Plymouth City Commission approved and execution authorized by Resolution No. _____ Date: _____	CITY OF PLYMOUTH By: _____ Nick Moroz Its: Mayor Date: _____
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STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____ by **Nick Moroz** on behalf of the City of Plymouth.

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

APPROVED AS TO FORM:
By: Patricia Moore
DEPT OF CORPORATION COUNSEL
APPROVAL DATE: 2/4/2022



City of Plymouth – Recreation Department

Project Description for Wayne County Parks Millage Allocation

County Fiscal Year 2021 / 2022

Plymouth Cultural Center – Pedestrian Safety Lighting Project.

Project:

The Plymouth Cultural Center is a Community Center owned and operated by the City of Plymouth. The facility includes an ice arena, multiple community rooms and a fitness room. These facilities accommodate athletic events, community events and community service clubs that are attended by Wayne County Residents.

With the Cultural Center being constructed in-line with building codes designed in 1972, whenever possible, we make upgrades to the facility to address any possible safety concerns for our residents. During this project cycle, we would like to address the lighting around the main entryways of the building to provide for additional lighting for pedestrian safety to and from the parking lot.

The original design of the building has the main “drop-off” driveway running perpendicular to the pedestrian walkways. Additionally, the drive has some limited sight clearances that are made worse with the current limited pedestrian walkway lighting.

Purpose:

The Cultural Center has a north and south entry / walkway that allows access to the Community Center from a 250-car parking lot. In the process of getting to and from the parking lot, the pedestrians must also cross a main driveway or “drop-off” area as well. The current lighting for these pedestrian walkways is minimal at best and must be enhanced for the drivers to properly see the families crossing this driveway / drop off area.

Due to the supply chain cost issues for electrical wiring and other construction costs, we are building in some contingency in addition to the attached quotes to this project. If there any funds remaining from the primary safety lighting enhancement project, we would like to use that funding to supplement other exterior safety lighting around the facility.

Purchasing and Funding:

The total anticipated project cost for the Pedestrian Safety Lighting Project, as listed in the attached quote, is \$17,470 with a contingency of \$2,676.00. If for some reason the project costs come in above the allocated \$20,146.00, that amount will be absorbed by the City Recreation Department.

If Pedestrian Safety Lighting Project costs come in below the allocated \$20,146.00, we would like to use the balance to help supplement any additional exterior safety lighting for the facility as listed above.

All purchasing will follow currently adopted City of Plymouth purchasing procedures including approvals required by the City of Plymouth Commission by resolution.

RESOLUTION

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

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

WHEREAS They have chosen to enter into an Intergovernmental Agreement for improvements
to City's Recreational facilities at the Plymouth Cultural Center, and

WHEREAS Funding for this project is from the Wayne County Parks Tax Millage and the County
is returning a small portion of the tax money generated by City of Plymouth
Properties to the City for improvements to Parks and Recreation facilities.

NOW THEREFORE BE IT RESOLVED THAT The City Commission of the City of Plymouth does hereby
authorize the Mayor to execute the documents titled Agreement between the County of Wayne and
the City of Plymouth for safety lighting at the Plymouth Cultural Center. This agreement is to have
the County provide \$20,146 to assist the City with those improvements.



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: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Traffic Control Order 21-05 - No Parking north side of Wing - 03-07-22.docx
Date: March 2, 2022
RE: Approval of Traffic Control Order 21-05 – No Parking North side of Wing

Background

The City Administration created a Traffic Control Order related to establishing a no parking zone on the north side of Wing Street between S. Harvey and Jener. The order was issued on December 9, 2021.

These orders are first handled administratively with the temporary Traffic Control Order being issued by our Street Administrator (Chris Porman) and filed with the Police Chief and City Clerk. Following a “waiting period” (between 70-90 days), they are reviewed can either expire or be adopted by the City Commission. The final step to make the signs legal would be confirmation/approval of the City Commission.

It is now necessary for the City Commission to formally adopt the Traffic Control Order now that the required “waiting period” is nearly complete. If the City Commission does not approve/confirm the TCO, the order will be rescinded.

We have attached a memorandum from Chris Porman which further outlines this situation.

RECOMMENDATION:

The City Administration recommends that the City Commission adopt Traffic Control Order (TCO) 21-05 to establish no parking on the north side of Wing Street from S. Harvey to Jener. We have prepared a proposed Resolution for the City Commission to consider regarding this matter.



Department of Municipal Services

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

Date: Thursday, December 9, 2021
To: Paul Sincock, City Manager
From: Chris S. Porman, Director of Municipal Services
Re: Report of Traffic Control Order No. 21-5

Today, December 9, 2021, I issued Traffic Control Order No. 21-5 for the establishment of No Parking Zone on the North side of Wing St between S Harvey and Jener, as necessitated due to the narrow street width and driveway access conflicts with parked vehicles. The No Parking Zone has been reviewed by the Municipal Services and Police Departments. Traffic Control Order No. 21-5 will affect parking regulations in the following locations:

- Wing, between S Harvey & Jener

According to the Uniform Traffic Code, all Traffic Control Orders are temporary until approved by the City Commission and filed with the Clerk. The temporary Traffic Control Order for the signs in the location listed above is set to expire on March 9, 2022. Formal action will be taken after seventy days from the issue date and before the expiration date above.

The No Parking Zone signs are being installed by Municipal Services crews beginning Thursday, December 9, 2021.

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



FILE COPY

Traffic Control Order

Traffic Control Order No. 21-5

TO: Maureen Brodie, CMC
City Clerk

FROM: Chris S. Porman
Street Administrator

RE: Traffic Control Order

DATE: December 9, 2021

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

Wing St, S Harvey to Jener:

On Wing between S Harvey and Jener, on the North side of the street, Install two (2) No parking signs on new poles along the Wing frontage of 500 S Harvey.

On Wing between S Harvey and Jener, on the North side of the street, Install two (2) No parking signs on new poles in front of 1024 Wing.

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

This emplacement is ordered temporary subject to review in seventy (70) days with reports and recommendations to the City Manager prior to the expiration of the 90 day test period.

cc: Paul J. Sincock, City Manager
Al Cox, Director of Public Safety

RESOLUTION

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

WHEREAS The City operates several streets and roads which need Traffic Control Orders, and

WHEREAS A Temporary Traffic Control order has been in place on Wing Street between S. Harvey and Jener.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby adopt Traffic Control Order number 21-05 establishment of a no parking zone on the north side of Wing Street between S. Harvey and Jener.

BE IT FURTHER RESOLVED THAT the City Clerk shall make Traffic Control Order 21-05 a part of the official meeting minutes of this City Commission Meeting.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Payment in Lieu of Parking - Post Local Bistro - 03-07-22.docx
Date: March 3, 2022
RE: Payment in Lieu of Parking Agreement – Post Local Bistro

Background

The City Commission is aware that the ownership of the Post Local Bistro would like to permanently expand their operations to include certain additional seating areas. The ownership has presented their plans to the Historic District Commission and the Planning Commission, and they received approval from both bodies. One of the conditions of approval is that the developers seek additional parking through a program called Payment in Lieu of Parking. They will need a total value of 12 parking spaces at \$10,000 per space (*per City Commission Policy 12-07-20*) or a total of \$120,000.

The next step in this process is that the Developer appear before the City Commission with their request to seek approval for a payment in-lieu of parking agreement in the amount of \$120,000.

In accordance with the Policy that was adopted by the City Commission on April 2, 2007, the Commission must consider the merits of the following in order to make a determination if the City Commission will accept payment in lieu of on-site parking. The items that must be considered are:

- 1) The contribution that the project will make to the commercial vitality for the community and the tax base for the B-2 Zoning District.
- 2) The ability of the City to provide the spaces within the B-2 pool of public parking in a manner which effectively meets the parking needs of the project without adversely affecting the parking needs of the existing developments.
- 3) The ability of the City to provide the spaces required by payments for new construction without adversely affecting the City's ability to provide parking spaces in the future.

The request of the developer to the City Commission is to seek approval for Payment In Lieu of Parking for 12 spaces is in line with the approvals obtained by the Planning Commission. Using the criteria noted above it would seem that the development does contribute to the commercial vitality and tax base for the District; especially when compared to the previous storage or empty space area. In addition, these spaces have been used for the last two years under various other authorizations from the City Commission.

Related to available parking, 66% of our residents indicated in the November 2021 Citizen Survey that they are satisfied with the locations of parking in the downtown. Further, 83% of the residents stated that the City should continue to allow public parking to be used by restaurants as outdoor dining areas. One could extrapolate from the survey that our residents would be in favor of this expansion, despite the need for payment in-lieu of parking payments. Further, the peak periods for the use of public parking spaces needed by the Post Local Bistro would typically be after normal office hours and public spaces used by office workers are more available after office hours.

The payments for the payment in-lieu of parking areas would be directed to the City's Parking Fund and would be dedicated to maintaining and purchasing of public parking areas. As an example, funding from this Fund was used to assist with the purchase of the Saxton's property.

We have attached a memorandum from Community Development Director John Buzuvis as well as a significant amount of background material on the Payment In Lieu of Parking program. The agreements are basically, the same agreements that we used for the developer of the real estate office building at Main and Ann Arbor Trail.

Recommendation

The City Administration recommends that the City Commission approve the Payment In-Lieu of Parking plan that has been presented by the ownership of the Post Local Bistro. This plan has gone through extensive review by both the Planning Commission and the Historic District Commission and has been approved by both bodies. In addition, this plan will provide a welcome improvement over the current temporary set ups for outdoor and covered dining.

We have a proposed Resolution for the City Commission to consider regarding this matter. The proposed Resolution would approve the Developer's request for Payment in Lieu of Parking for a total of 12 spaces. The cost of the spaces would be \$120,000. If the developer wants to "finance" the cost, we set the interest rate at 6% over two years. The Developer will not be able to open the expanded area without the Payment In Lieu of Parking. The funds will go into the designated Parking Fund and not into the General Fund.

Should you have any questions in advance of the meet please feel free to contact either John Buzuvis or myself.

MEMORANDUM

Date: March 2, 2022
To: Paul J. Sincock, City Manager
From: John Buzuvis, Community Development Director 
Subject: Post Local Bistro-Payment-in-Lieu-of Parking Agreement

Background: As you may be aware, the Zoning Ordinance requires special land-use approval for the creation of or expansion of any liquor serving establishment in all business districts (B-1, B-2, and B-3). The Planning Commission approved, at their November 2022 meeting, a Special Land-Use and Site-Plan for the Post Local Bistro. The approval includes a 240 square foot enclosed, single-story, addition to the building to provide for additional storage and office space. Also approved as part of the process was an open space dining area containing seating for twenty-four guests, and a small, covered area on the north side of the existing enclosed dining area, containing seating for an additional sixteen guests and various landscape and site improvements. The applicant at their cost, will remove a dying tree in the city parking lot on Penniman Ave. and replace the tree on their property with a minimum 4" caliper tree. Additionally, the applicant has agreed to build a parking space where the tree was in the municipal parking area.

As part of the Special Land-Use/Site-Plan review process parking is considered. The building located at 844 Penniman (to include Simply Fresh, The Post Local Bistro, and two apartments on the upper level) has a total of 6.1 "parking credits" that were purchased in the 1980s and remain attributed to the building(s).

Current ordinances do not require parking for outdoor dining. However, the Planning Commission determined that the applicant must provide 12 (twelve) additional parking spaces to account for parking spaces utilized for the permanent outdoor dining space (that is similar in size and location to their COVID outdoor dining area) plus additional parking to meet the requirement for the fully enclosed dining area in the rear of the property. Prior to COVID this enclosed area was a seasonal dining area; however, has been fully enclosed for the past couple of years and the applicant intends to keep it enclosed permanently and therefore it requires parking.

The approved site plan provides for six (6) parking spaces on-site. The six on-site spaces plus the 6.1 credits provides for a total of 12.1 parking spaces attributed to the building(s). All uses on the site, at the current time, require twenty-four parking spaces total. The only viable option to provide the additional required twelve parking spaces is through the payment-in-lieu-of process. The applicant has agreed to pay for the additional twelve parking spaces at a rate of \$10,000 per space, as established by the City Commission, in the fee schedule.

The applicant has requested that the city consider a payment-in-lieu-of providing twelve physical parking spaces as allowed in the zoning ordinance. This provision was adopted into ordinance in 2007 as an option to accommodate development/redevelopment and provide funding for future parking improvements

throughout downtown without encouraging the construction or expansion of small awkwardly placed parking areas.

Since adoption the option has been used once to by the developer of the 789 W. Ann Arbor Trail building (Keller Williams) and the developer paid a total of \$160,000 over four (4) years, those proceeds went into a parking fund earmarked, per policy, for public parking improvement projects within the B-2 zoning district. In 2019, The Ebenezer utilized the payment-in-lieu-of parking process and made payment for 3.5 payments in lieu in the amount of \$35,000.

The Payment In Lieu of Parking Policy provides the City Commission the ability to accept payment in lieu of parking arrangements, at a rate of \$10,000 per space and can allow amortization for up to 10 (ten) years at 6% interest on any unpaid balances. As approved the Post Local Bistro/owners are required to provide 12 (twelve) parking spaces at a rate of \$10,000 each for a total payment in lieu of balance of \$120,000. Should the City Commission accept payment-in-lieu-of parking the administration would recommend amortizing the \$120,000 for no more than two years, as suggested by the applicant, as proposed in the enclosed Promissory Note.

Enclosed is the Payment-in-Lieu-Of Parking agreement and Promissory Note, with 408 Plymouth Real Estate Properties, LLC for the provision of twelve payment-in-lieu-of spots at the rate of \$10,000 each for a total payment of \$120,000. Enclosed are a draft Promissory Note for the Corporation, Personal Guaranty by any principles of the organization and a Waiver of Jury Trial. These documents were reviewed and approved by the City Attorney. Also, enclosed for your review is a rendering of the approved Post Local Bistro layout and site-plan, Planning Commission meeting minutes, the ordinance section related to payment in lieu of parking, and fee schedule as well as a sample resolution for the City Commission to consider.

Recommendation:

The Administration Recommends that the City Commission approve the enclosed Payment-in-Lieu-Of parking agreement and associated documents with 408 Plymouth Real Estate Properties, LLC, and its individual members, for twelve parking spaces totaling \$120,000 payment in lieu of parking over a two-year period.

Please feel free to contact me should you have any questions in advance of the meeting.

APPROVED SITE PLAN

PROJECT DESCRIPTION

CURRENT TENT / PATIO AREA TO BE REWORKED TO BE A SCREENED OFF OPEN PATIO AREA.

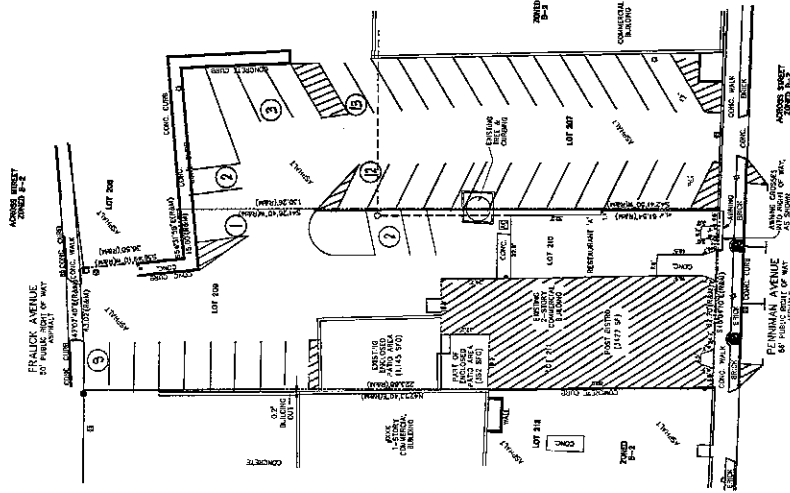
SITE PLAN - GENERAL NOTES:

- ZONED: B-7 CENTRAL BUSINESS DISTRICT
- BUILDING SETBACKS: FRONT - 0' REQUIRED
REAR - 0' REQUIRED
EACH SIDE - 0' REQUIRED
 - BUILDING HEIGHT: 40 FEET MAX. / 3 BUCKETS MAX.
1/33'-0" BUILDING HEIGHT PROVIDED
 - (1) LOADING SPACE REQUIRED PER ESTABLISHMENT.
(2) LOADING SPACE PROVIDED

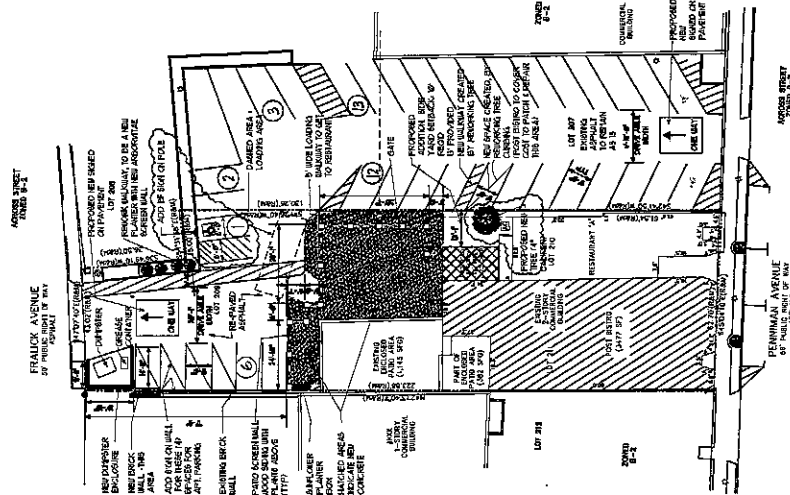
LEGAL DESCRIPTION

LAND SITUATED IN THE CITY OF PLYMOUTH, COUNTY OF WAYNE, STATE OF MICHIGAN IS DESCRIBED AS FOLLOWS:

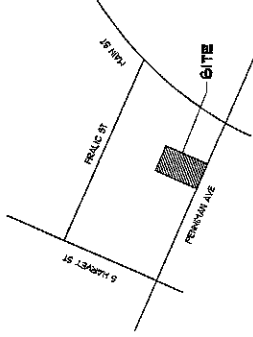
LOT'S 289 THROUGH 291 INCLUSIVE, ADDRESSOR'S PLAT No. 8, AS RECORDED IN LIBER 64, PAGE 19 OF PLATS, WAYNE COUNTY RECORDS.



EXISTING SITE PLAN - FOR REFERENCE



PROPOSED SITE PLAN



LOCATION MAP

LAND - BUILDING - PARKING DATA

LAND AREA 47,847.6 SQ. FT. GRC265 • 47.31 ACRES

BUILDING AREA

- FOR POST BISTRO:
 EXISTING RESTAURANT • 3,471 SF
 EXISTING ENCLOSED PATIO • 1,971 SF
 PROPOSED ADDITION • 7,400 SF
 PROPOSED PATIO • 1,111 SF
 POST BUILDING 1 FLOOR • 6,956 SF
- FOR RESIDENTIAL UNITS ABOVE POST BAR:
 RESIDENCE A (1-BEDROOM) • 974 SF
 RESIDENCE B (2-BEDROOM) • 1,281 SF
 TOTAL BUILDING AREA • 9,266 SF

PARKING DATA

- PARKING REQUIRED
 PER SECTION 16-7.10 (1 SPACE / 250 SF)
 EXISTING RESTAURANT • 14 SPACES
 EXISTING ENCLOSED PATIO • 8 SPACES
 PROPOSED PATIO • 111 SF / 250 SF • 0 SPACES
 PROPOSED ADDITION • 7,400 SF / 250 SF • 3 SPACES
- EXISTING RESIDENTIAL UNITS ABOVE RESTAURANT
 UNIT A (1-BEDROOM) • 2 SPACES
 UNIT B (2-BEDROOM) • 2 SPACES
- TOTAL SPACES REQUIRED 26 SPACES

- EXISTING PARKING PROVIDED
 ADDED PARKING SPACE (ADJACENT TO NEW TREE)
 EXISTING PARKING CREDITS
 TOTAL SPACES PROVIDED 111 SPACES

LIST OF DRAWINGS

- HDC-1 SITE PLAN
- HDC-2 FLOOR PLAN
- HDC-3 EXISTOR ELEVATIONS
- HDC-4 3-D RENDERINGS

POST LOCAL BISTRO
 844 PENNINGMAN AVENUE
 PLYMOUTH, MICHIGAN

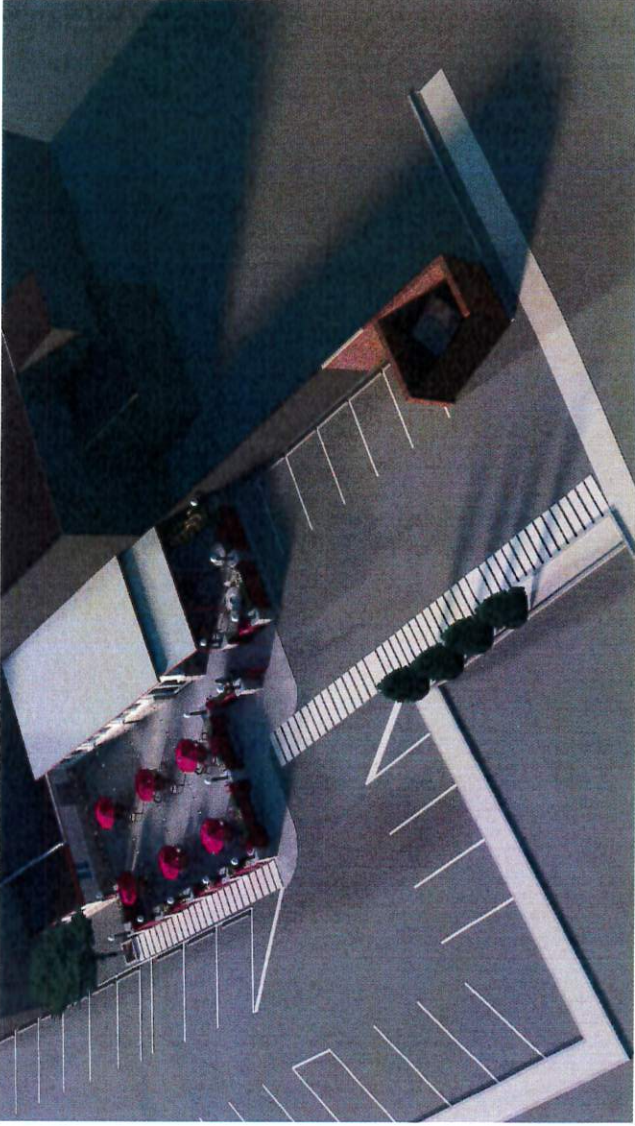
ISSUED FOR:
 15 OCT 2021
 FINAL SPA
 APPROVAL PACKAGE
 5 NOV 2021
 REVISED FINAL SPA
 APPROVAL PACKAGE



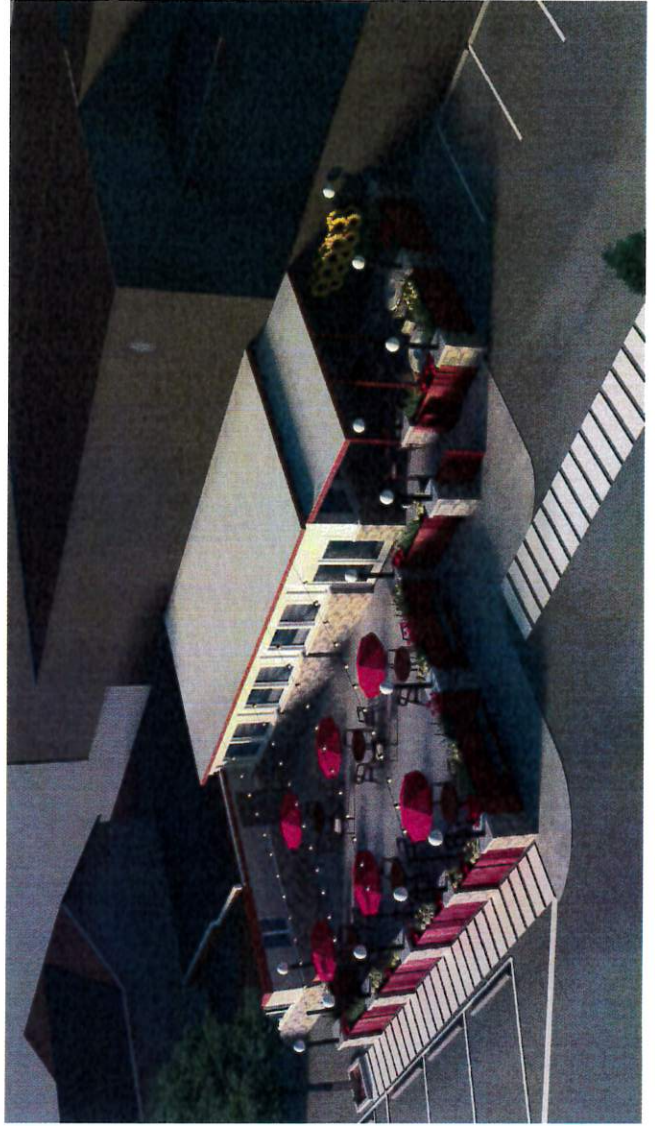
SHEET # HDC-1
 DATE: 15 OCT 21
 JOB# 21041

ARCHITECTS
 PLANNERS
 INTERIOR DESIGNER
SCOTT MONCHIK & ASSOCIATES, INC.
 1700 STUTZ DRIVE
 SUITE 104-B
 TROY, MICHIGAN 48064
 TEL: 248-684-1100
 FAX: 248-684-1002
 SCOTT@SMARCH.COM

RENDERINGS



PERSPECTIVE #2
NO SCALE



PERSPECTIVE #1
NO SCALE

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POST LOCAL BISTRO
 844 PENNIMAN AVENUE
 PLYMOUTH, MICHIGAN

ISSUED FOR:
 15 OCT 2021
 FINAL SPA
 APPROVAL PACKAGE
 5 NOV 2021
 REVISED FINAL SPA
 APPROVAL PACKAGE



SHEET # HDC-4
 DATE: 15 OCT 21
 JOB# 21041

PC PUBLIC HEARING MINUTES

table the review until the applicant is ready or until the next available meeting opportunity with the stipulation that a traffic study be initiated to address the traffic situation at Sheldon and Ann Arbor Rd. with relation to the site proposed and to revise the site plan to include or accommodate a pedestrian walk-up window.

There was a roll call vote.

Yes: Adams, Hawthorne, Joy, Kehoe, Saraswat, Silvers, Sisolak

MOTION PASSED 7-0

c. SP21-07: 844 Penniman, Special Land Use and Site Plan Review

Elmiger reviewed her report and recommended that Planning Commission members ask a series of questions of the applicant.

Sisolak said the following members of the public wrote letters of support for the project:

Anne Martinelli, 1409 Elm

Joseph and Judy Aristeo, 1250 Sheridan

Michael and Xiaoling Almond, local business owners

Jhameel and Patrick Montes, 1284 William

Steve Alexandrowski, 261 S. Main

Bolhuis read an email regarding parking concerns from Kerri Collins.

Sisolak opened the public hearing at 8:45 p.m.

Citizen Comments

There were no citizen comments.

Sisolak closed the public hearing at 8:47 p.m.

Scott MacDonald, legal counsel to the applicant, answered each of the questions Elmiger addressed in her report.

Commission Comments

Commission members discussed parking, the location of the grease container, landscaping, hours of operation and noise.

The applicant questioned the number of parking spaces required for a B-2 dwelling unit, citing ordinance 78-271 (1) (b), which requires one space per dwelling unit, plus one for each bedroom in excess of one. It was noted that ordinance 78-270 (a) (10) requires two for each dwelling unit. Elmiger said the most restrictive ordinance applies when two are in conflict.

Silvers offered a motion, seconded by Adams to approve request SP21-07 for the special land use and site plan review of the Post Local Bistro outdoor dining and building addition.

Findings of Fact

The approval incorporates the items recommended in the review provided by Carlisle Wortman, with the following stipulations added:

The site plan remains as presented but resubmitted with the following commissioner- generated comments as conditions.

- Relocate the existing tree or replace with a new tree with a minimum 4-inch caliper

PC PUBLIC HEARING MINUTES

- Place a curb or a raised planter at the proposed arborvitae location and provide some accommodation for irrigation
- Show on the drawings that the dumpster wall will be matching the appearance of Westborn, constructed of CMU with a brick veneer, and that the dumpster area will contain the grease receptacle
- Designate one ADA parking spot with correct lane striping and provide designated residential spaces
- Applicant is to contribute the equivalent of 12 parking spaces to the parking bank.

Sisolak requested a friendly amendment that the applicant relocate the tree and repair the City parking lot. Silvers agreed.

Sisolak requested another friendly amendment stating the outdoor dining area and the patio will remain as presented and no other modifications will be made without coming back to the Planning Commission. Silvers agreed and added that the rendering is to be included as a guide to interpret the site plan.

There was a roll call vote.

Yes: Adams, Hawthorne, Joy, Kehoe, Saraswat, Silvers, Sisolak

MOTION PASSED 7-0

There was a discussion about the length of the meeting with two agenda items left to cover. Applicants for SP21-06 and SP21-04 were invited on the call and asked whether they could attend a special meeting on October 27 to address their site plan reviews. It was agreed that both applicants would present their project information at this meeting and Planning Commission would review their site plans on October 27 at 7 p.m.

Saraswat left the meeting at 10:00 p.m.

d. SP21-06: 500 Forest, Special Land Use and Site Plan Review

Sisolak opened the public hearing at 10:00 p.m.

Citizen Comments

Denny Pennington, owner of Westchester Square, said he would like to comment, however, he hadn't seen the site plan. He agreed to return to the meeting on October 27 to hear the information and comment.

Sisolak closed the public hearing at 10:03 p.m.

EG Nicks representative Tim Zawoty gave information about the project and answered concerns mentioned in a Carlisle Wortman report he received. It was agreed that he would provide drawings of the corrections he listed at the next meeting.

Commission Comments

Joy offered a motion, seconded by Silvers, to table the site review of SB 21-06 until a special meeting on October 27 at 7:00 p.m.

There was a roll call vote.

Yes: Adams, Hawthorne, Joy, Kehoe, Silvers, Sisolak

MOTION PASSED 6-0

PC NOVEMBER 2021 MINUTES

6. COMMISSION COMMENTS

Saraswat said she was happy to see former Planning Commissioner Jennifer Kehoe sworn in as a City Commissioner.

Sisolak said she appreciated the accuracy of the meeting minutes.

7. OLD BUSINESS

a. SP21-07: 844 Penniman, Revised Special Land Use and Site Plan Review

Elmiger said she reviewed the revised application materials and found most revisions she requested at the last meeting had been addressed.

Citizen Comments

There were no citizen comments.

Commission Discussion

There was a discussion about lighting and the need to ensure that the lighting plan meet the City's ordinance. Elmiger also noted that the applicant would need written permission from the owner of the neighboring property to build a wall on their property.

Joy offered a motion, seconded by Adams, to approve SB21-07 with the following contingencies:

Contingencies

1. The photometric plan be presented to the City administration for their approval
2. Written permission be received from Westborn Market to build a wall on their property
3. The City approves any changes to the parking lot per the applicant's plan
4. Striping also must be approved by the City.

Silvers arrived at 7:30.

There was a roll call vote.

Yes: Adams, Hawthorne, Joy, Saraswat, Sisolak, Stalter

Abstain: Silvers

MOTION PASSED 6-0

8. ELECTION OF VICE CHAIR

Silvers offered a motion, seconded by Adams, to un-table item 5.

There was a roll call vote.

Yes: Adams, Hawthorne, Joy, Saraswat, Sisolak, Stalter

MOTION PASSED 6-0

Hawthorne nominated Silvers for the position of vice chair. Adams seconded the nomination. Sisolak asked three times if there were any other nominations. There were no other nominations.

There was a roll call vote.

Yes: Adams, Hawthorne, Joy, Saraswat, Silvers, Sisolak, Stalter

MOTION PASSED 7-0

Citizen Comments

Ellen Elliott, 404 Irvin, suggested using an accent color on the detail work.

Commissioner Comments

Commission members expressed their concern that the color in the application subsequently submitted looked markedly different than the color on the building. There was further discussion about the detail work on the façade that is not a historic feature of the building. It was suggested that the applicant select a historic paint color from one of the companies that provide this information.

The applicant withdrew his request and plans to re-apply when the tenant chooses a historic color.

7. OLD BUSINESS

- a. H21-08, 844 Penniman, The Post Local Bistro: Patio expansion including concrete, lighting, fencing, and landscaping; rear addition, and wall and dumpster enclosure

Citizen Comments

There were no citizen comments.

Commissioner Comments

Commission members expressed appreciation that the information they requested in the November meeting was provided. There was a question about the pergola that was mentioned in the September Planning Commission minutes. Buzuvis said the pergola meets code. The group also discussed what parts of the building were historic.

Cole offered a motion, seconded by Townsend, to issue a certificate of appropriateness for H21-08 based on the following.

Findings of Fact

The proposed work will meet the Secretary of Interior’s standards for rehabilitation numbers 1, 2, 3, 4, 5, 9 and 10 and gives consideration and/or significance to City of Plymouth criteria 1, 2, 3 and 4.

There was a roll call vote.

Yes: Cole, Kandalajt, Mrozowski, Townsend, Polin

MOTION PASSED 5-0

8. REPORTS AND CORRESPONDENCE

Buzuvis said that, unless something changes, virtual meetings will no longer be allowed after December 31.

9. ADJOURNMENT

Townsend offered a motion to adjourn at 8:01 p.m. Kandalajt seconded the motion.

There was a roll call vote.

Yes: Cole, Kandalajt, Mrozowski, Townsend, Polin

MOTION PASSED 5-0



Retail/Restaurant	1.2	1	1.2
Office	1.4	1.2	1

(modified from SmartCode)

For projects involving more than two land uses, the sharing factor shall be based upon the highest sharing factor of all land uses. A minimum floor area of at least twenty-five (25%) percent of the total building area for each shared land use shall be required in order to be eligible for a sharing factor.

- e. In the interest of creating a viable central business district and to enhance the goal of separation of pedestrian and vehicular requirements, it is the goal of the City of Plymouth to encourage development of strategically located parking lots. These strategically located parking lots are developed largely out of public support to discourage the indiscriminate location or small dysfunctional parking spaces and the creation of a compatible and aesthetic arrangement of land uses. In keeping with this policy, the provision of off-street parking requirements as herein provided may be waived or modified by resolution of the city commission.

In lieu thereof, the city commission may determine that the number of spaces normally required at the time of erection, enlargement or change of use of any building or structure requiring off-street parking space pursuant to section 78-270(a)(10), may be provided in the form of lease payments, special assessments, or other forms of payment in lieu of parking according to policies established by resolution of the city commission. In establishing such policy, the city commission shall take into account the current inventory and future needs of B-2 parking, as well as the benefit to the private owners and to the public from such parking which would subsequently be provided by the city. In implementing such policy, the city commission shall assure that the future needs for parking in the B-2 shall be adequately met by such alternative fee arrangements in lieu of parking. Payments in lieu of parking requirements are non-refundable.

- f. Requirements for off-street parking may be waived or modified as part of a planned unit development (PUD).
- g. Parking within the B-2 zoning district shall comply with barrier free/accessible parking requirements of the State Construction Code.
- h. Within the B-2 zoning district, a change of use or an intensification of land use which requires additional parking shall not be entitled to the non-conforming use status as provided in section 78-352 or section 78-353 and assumed parking exemptions. Such change of use shall be required to provide parking in accordance with this section.

- (b) Off-street parking for other than residential use and other than those spaces accommodated by

Adoption of Payment in Lieu of Parking Policy

There was discussion on the dollar amount charged per parking space. After discussion, the City Commission chose to amend the original proposed resolution from \$7,000 per parking space to \$10,000 per parking space.

RES. #2007-30

The following resolution was offered by Commissioner Loiselle and supported by Comm. Workman:

WHEREAS, under Section 78-270 of the City of Plymouth Zoning Ordinance, the City Commission may determine that the number of parking spaces normally required for the construction or expansion of any building within the B-2 zoning district, may be provided, in whole or in part, in the form of an amount of money paid to the City for a given number of parking spaces in lieu of physically providing such parking; and

WHEREAS, the City Commission will consider each request for the payment in lieu of parking on its own merits, and will consider whether to agree to accept payment or not on the basis of the following considerations:

The contribution that the project makes to the commercial vitality for the community and the tax base for the B-2 zoning district.

The ability of the City to provide the spaces within the B-2 pool of public parking in a manner which effectively meets the parking needs of the project without adversely affecting the parking needs of existing developments.

The ability of the City to provide the spaces required by payments for new construction without adversely affecting the City's ability to provide parking spaces in the future.

THEREFORE BE IT RESOLVED that the City Commission hereby allows the payment in lieu of parking to be financed over a period of up to ten years by construction agreement with an interest rate of six (6%) percent applied annually against the unpaid balance; monies received by the City shall only be used for public parking improvement projects within the B-2 zoning district; and

BE IT FURTHER RESOLVED that the payment for each parking space which the City Commission determines to accept is as follows:

Ten Thousand (\$10,000.00) per parking space as required in Section 28-270 of the City of Plymouth Zoning Ordinance.

ADOPTED BY CITY COMMISSION

APRIL 2, 2007

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this _____ day of ____ 2022, by 408 Plymouth Real Estate Properties, LLC, a Michigan limited liability company (the "Property Owner") and the City of Plymouth, a Michigan municipality (the "City").

RECITALS

- A. Property Owner owns the real property and certain improvements located thereon located at 844 Penniman Avenue, Plymouth, Michigan, (the "Property") and wishes to develop the Property consistent with a site plan previously submitted by the Property Owner (the "Site Plan") to the planning commission of the City.
- B. Subject to execution of this Agreement by the parties, the City has, at the specific request of the Property Owner, approved (the "Approval"), through its planning commission, and hereby agrees, consistent with City Ordinance No. 78-270(a)(10) and the "Payment in Lieu of Parking Policy," adopted by the City of Plymouth City Commission on April 2, 2007, to the development of the Property consistent with the Site Plan.

NOW, THEREFORE, in consideration of the foregoing and the agreements, promises, and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Property Owner and City agree to the following:

1. PAYMENT IN LIEU OF PARKING: In consideration of granting the Approval, City hereby agrees to accept from Property Owner and Property Owner agrees to pay to City the sum of One Hundred and Twenty Thousand and no/100 (\$120,000.00) Dollars (the "Payment"). The Payment is in lieu of Property Owner providing the required twelve (12) parking spaces on the Property in order to comply with the City of Plymouth Code of Ordinances and the requirements set forth in the previously issued site plan approval for the development of the Property issued by the City planning commission. The Payment shall be made pursuant to the terms of the promissory note in the form attached hereto as Exhibit A (the "Note").
2. CERTIFICATE OF OCCUPANCY: No type of certificate(s) of occupancy for the building to be constructed on the Property will be issued to Property Owner or any other person or entity until the initial payment due pursuant to the Note has been paid by Property Owner, received by City, and cleared by the financial institution upon which the initial payment has been deposited by the City. In addition to any remedies available to the City as contained in the Note or elsewhere in this Agreement, the failure of the Property Owner to make each installment payment timely will result in a revocation of any and all certificates of occupancy issued for any building on the Property.
3. ENFORCEMENT: In the event that the City is required to take any action to enforce any terms of this Agreement or the Note, including, but not limited to, collection of any past due balance of money owed by Property Owner to City, Property Owner hereby: (a) consents, consistent with the confession of judgment attached to the Note, to the immediate entry with a court of competent jurisdiction of a judgment in the amount of the unpaid balance, including interest, costs and attorneys fees, due on the Note; (b) consents to the immediately placing by the City of a mortgage on the Property, and (c) agrees to pay any and all attorney fees, costs, court costs, administrative costs, or

any other costs incurred by the City in having to enforce this Agreement or its rights pursuant to the terms of the Note.

4. APPLICABLE LAW: This agreement shall, in all respects, be governed by, and construed in accordance with, the laws of the State of Michigan.

5. VENUE: Any action brought by City against Property Owner and any action brought by Property Owner against City may only be brought in a state court in the County of Wayne, Michigan. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

6. SUCCESSORS AND ASSIGNS: The terms and provisions of this Agreement are to apply to and bind any permitted successors and assigns of the parties hereto.

7. SEVERABILITY: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

8. RELEASE: By its execution hereof, Property Owner hereby releases and forever discharges the City from any injury, loss, liability, or claim the Property Owner may have against the City arising out of or in any way related to the execution of this Agreement and execution and delivery of the Note to the City.

9. COVENANT NOT TO SUE: Property Owner, on behalf of itself and its officers, members, managers, successors and assigns, agree that it will never institute any action or suit at law or in equity against the City for damages, costs, injunctive relief, loss of services, attorney fees, expenses or compensation for or on account of any damage, loss of services, attorney fees, expenses or compensation for or on account of any damage, loss or injury whether known or unknown, past or present, which it ever had, now has, or which any legal representative, agent, attorney or assign, can, shall or may have against the City which exist as of the date hereof and which arise out of or are in any way related to the Execution of this Agreement and delivery of the Note to the City. In the event Property Owner institutes an action against the City in violation of this Agreement, such action shall be, upon submission of this Agreement to the court where such action is filed, immediately be dismissed and the Property Owner shall immediately reimburse the City for the actual amount of its attorneys' fees and costs incurred in having such case dismissed.

10. RIGHTS OF PROPERTY OWNER NOT ASSIGNABLE. The rights of the Property Owner pursuant to this Agreement are not assignable without the express written consent of the City, which consent may be withheld in the City's sole and absolute discretion.

10. MUTUAL DRAFTING: This Agreement was drafted cooperatively by the parties, and neither party will be entitled to claim the benefit of any ambiguity in the drafting of this Agreement as a result of who drafted this Agreement.

11. **COMPLETE AGREEMENT:** This Agreement is the entire agreement by and between the parties hereto and supersedes all prior and contemporaneous oral and written understandings, offers, agreements, negotiations, representations and warranties, between the parties with regard to the matters set forth in this Agreement. Any amendment to this Agreement may only be made in writing in a document or instrument executed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused these presents to be signed by their proper corporate officers the day and year first above written.

THE CITY OF PLYMOUTH,
a Michigan municipality

By: _____

Its: _____

Date: _____

408 Plymouth Real Estate Properties, LLC

By: _____
James R. Dales

Its: _____

Date: _____

Open.09992.80534.11206266-1

Business Purpose
PROMISSORY NOTE

\$120,000

Plymouth, Michigan

Dated: March, _____, 2022

TERMS

Principal Sum:	One Hundred and Twenty Thousand and no/100 (\$120,000.00) Dollars
Effective Interest Rate:	Six (6.0%) percent per annum
First Payment Date:	March _____, 2022
Second Payment Due Date:	March _____, 2023

FOR VALUE RECEIVED and as provided in this Promissory Note ("Note") the undersigned ("Debtor") promise(s) to pay to the order of the City of Plymouth, a Michigan municipality (or any holder of this Note, which collectively are referred to as "Lender"), at 201 S. Main, Plymouth, Michigan 48170 or such other place as Lender may designate in writing, the Principal Sum together with interest as provided in this Note.

The unpaid indebtedness under this Note shall be repayable to Lender in lawful money of the United States of America, and all principal indebtedness shall bear interest on the basis of a year of 360 days for the actual number of days elapsed at a rate of interest equal to the "Effective Interest Rate" before demand, and at the Effective Interest Rate plus six (6%) percent per annum ("Maturity Rate") after an Event of Default (as defined herein). Interest shall accrue from the date the Lender disburses the loan proceeds, whether disbursed to the Debtor, for the benefit of Debtor, or to a third party designated by Debtor.

Beginning on the First Payment Date and continuing on the same day of each subsequent year until the earlier of the Due Date or an Event of Default (as defined herein), Debtor shall pay Lender the sum of (a) interest then due calculated at the Effective Interest Rate, plus (b) a principal payment of \$60,000. Any violations for operating outside the approved Local Liquor License Plan of Operation shall render this Promissory Note null and void and non-refundable.

This Note may be prepaid, in full or in part, at any time. Any payment not received when due shall be subject to a late payment penalty of five (5%) percent of the amount due.

All payments made under this Note shall be applied in the following order: First to penalty charges, then to interest, then to advances and last to principal.

The Lender will credit any payment made by mail or night depository only upon the day of actual receipt by Lender, whether or not Lender has authorized payment by

mail. Debtor expressly assumes all risks of loss or liability resulting from non-delivery or delay in delivery of any payment transmitted by mail, and no course of conduct or dealing shall affect Debtor's assumption of these risks.

As used herein, "Event of Default" is defined as only (a) the failure of the Debtor to make any payment within 21 days of when due or (b) the death of both

Upon the occurrence of an Event of Default, this Note and all other obligations and indebtedness of the Debtor to the Lender, whether absolute or contingent, direct, present or future, and however evidenced, shall become and shall be immediately due and payable.

If: (a) this Note or any loan document is referred to an attorney after demand for collection or enforcement or is collected or enforced through any legal proceeding; (b) an attorney is retained to represent the Lender in any bankruptcy, reorganization, receivership or other proceedings affecting creditors' rights and involving a claim under this Note or any loan document; or (c) an attorney is retained to represent the Lender in any action arising out of any claim by Debtor or any other person against the Lender which would not have been asserted were it not for Lender's relationship with the Debtor, then the Debtor shall pay to the Lender all costs and expenses and actual attorney fees incurred by the Lender in addition to all other amounts due under this Note.

Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only. No forbearance by Lender in enforcing any of its rights under this Note, nor any renewal, extension, or modification of any payment to be made under this Note, nor any acceptance by Lender of any payment in an amount less than the amount then due under this Note shall constitute a waiver of any of the terms of this Note or of any of Lender's rights under this Note. The Lender shall not by any act of omission or commission be deemed to waive any of its rights or remedies under this Note unless such waiver is in writing and signed and delivered by an authorized officer of the Lender and then only to the extent specifically set forth in the writing. No waiver shall operate as a waiver of the same right or remedy on a future occasion.

The rights, remedies, and benefits provided to the Lender in this Note and in documents given to secure the payment of this Note shall be cumulative, and shall not be exclusive of any other rights, remedies or benefits allowed by law or equity, and may be exercised either successively or concurrently.

It is the intention of Debtor and Lender to conform strictly to state and federal usury laws applicable to this loan transaction in permitting the highest rate of interest. Accordingly, the aggregate of all interest as determined under applicable law, chargeable or receivable under this Note or otherwise in connection with this loan transaction shall under no circumstances exceed the maximum amount of interest permitted by law. If any excess of interest in such respect is provided for, or shall be adjudicated to be so provided for in this Note, or in any of the documents securing payment of this Note or otherwise relating to this loan transaction then in such event (a) the provisions of this paragraph shall govern and control, (b) neither the Debtor nor the Debtor's successors and assigns or any other party liable for the payment of this Note shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum permitted by law and (c) the Effective Interest Rate shall be automatically subject to reduction to the maximum lawful contract rate allowed under such laws, as now or subsequently construed by courts of appropriate jurisdiction.

The term "Lender" includes any holder of this Note. If more than one party signs, guarantees or acts as a surety for this Note, then the term "Debtor" shall mean all of them and any one of them and their obligations under this Note shall be joint and several.

The Debtor waives valuation and appraisal, demand, notice of protest or protest, presentment for payment, notice of nonpayment, dishonor and notice of dishonor and all other notices in connection with the exercise or enforcement of the Lender's rights or remedies, or any defense by reason of extension of time, renewals or other indulgences granted by Lender with respect to the Debtor or any of the collateral securing this Note. Debtor consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by the Lender with respect to the payment or other provisions of this Note and consents to the release of any collateral given to secure the payment of this Note or of any part thereof, with or without substitution. Debtor agrees that additional makers, accommodation parties, or guarantors may become parties to this Note without notice to Debtor or affecting Debtor's liability under this Note. The liability to Lender of each person or entity signing this Note shall be absolute and unconditional, without regard to the liability of any other person or entity.

The invalidity of any of the provisions in this Note shall not affect any remaining provisions which can be given effect without the invalid provision. To this end, the provisions of this Note are declared to be severable.

This Note is secured by both (a) a written authority for confessing judgment and (b) the unlimited personal guaranty of James R. Dales, originals of which are being delivered to the Lender simultaneously with Debtor's execution of this Note.

This Note has been delivered for value in Michigan and shall be deemed executed in the State of Michigan. The liability of the Debtor shall be governed by, construed and enforced according to the laws of the State of Michigan.

"DEBTOR"

408 Plymouth Real Estate Properties, LLC, a Michigan limited liability company

By: _____

Its: _____

Federal Tax I.D. No.: _____

GUARANTY AGREEMENT
(Individual)

THIS GUARANTY AGREEMENT ("Guaranty") is made _____, 2022, by the Guarantor (whose name and address are below in the Recitals) in favor of The City of Plymouth, a Michigan municipality ("Lender"), whose address for the purpose of this Guaranty is 201 S. Main Street, Plymouth, Michigan 48170, to guarantee all Obligations (as defined below) of the Debtor whose name and address are below in the Recitals.

RECITALS

- A. Amount of the Loan: One Hundred and Twenty Thousand Dollars and 00/100 (\$120,000) DOLLARS. (This is not necessarily the amount guaranteed. See "Obligations".)
- B. Name of Guarantor: James R. Dales (If more than one person or entity is a guarantor, their liability shall be joint, joint and several, and several).
- C. Guarantor's Mailing Address: 844 Penniman Ave. Plymouth, MI 48170
- D. Name of Debtor: James R. Dales, (If more than one person or entity is a guarantor, their liability shall be joint, joint and several, and several).
- E. Address of Debtor: 844 Penniman Ave., Plymouth, MI 48170

To induce Lender to make the Loan to Debtor and for other consideration, the receipt and adequacy of which is acknowledged by Guarantor, Guarantor agrees with Lender as follows:

1. DEFINITIONS

In addition to the definitions of Guarantor, Debtor, and Lender set forth above, for the purpose of this Guaranty Agreement and unless the context otherwise requires, those terms set forth below shall have the following meaning:

- 1.1. "Collateral" means all assets of Debtor or Guarantor in which Lender shall have a lien, security interest, mortgage or encumbrance, under the Note, this Guaranty or any other Security Document.
- 1.2. "Events of Default" means any of those acts, events or omissions as set forth in Section 5.
- 1.3. The term "Guarantor" means the persons (other than witnesses) signing this Guaranty. When the term is not capitalized ("guarantor") it means all persons or entities now or in the future acting as a guarantor, accommodation party or surety on Debtor's Obligations to Lender, and includes, but is not limited to, the persons (other than witnesses) signing this Guaranty.
- 1.4. "Note" means the promissory note or notes executed and delivered to Lender by Debtor in the amount set forth in Recital A, as the same may be amended, extended, ratified, renewed, substituted, superseded or otherwise modified from time to time.

1.5. "Obligations" is intended to be interpreted liberally, and it means all obligations, indebtedness and liabilities of Debtor to Lender of whatever kind, nature and description; whether primary, secondary, absolute, contingent or likely, due or to become due, and whether now existing or subsequently arising, and however acquired, whether or not evidenced by a note, and whether joint, joint and several, or several, including by way of illustration and not limitation:

- (a) The Note;
- (b) All costs, expenses and actual attorneys' fees incurred by Lender in the protection, enforcement or collection of any of the foregoing.

2. GUARANTY

2.1. To secure payment of the Note and the timely and faithful payment and satisfaction of all Obligations of Debtor to Lender, Guarantor unconditionally, irrevocably and absolutely guarantees the full and punctual payment, performance and satisfaction of the Obligations when due, whether by acceleration or otherwise, and at all times thereafter. The Guarantor's liability under this Guaranty shall not be affected by such matters, by way of example and not limitation, as (a) the lack of validity or enforceability of all or any portion of the Obligations; (b) any right or power of the Debtor or anyone else to assert any claim or defense to the Obligations; or (c) the bankruptcy or insolvency of Debtor.

2.2. This Guaranty is a guaranty of payment and performance and not of collection, is continuing in nature and applies to all Obligations, whether now existing or in the future, including interest on Obligations arising or accruing after bankruptcy, insolvency, or reorganization of Debtor or any sale or other disposition of any Collateral or security for this Guaranty or for the Obligations. Guarantor shall have no authority to revoke this Guaranty, but if any such revocation shall be deemed to have occurred by operation of law or otherwise, the provisions of this Guaranty shall continue to apply notwithstanding such revocation. Guarantor acknowledges and agrees that any attempt to revoke this Guaranty is an Event of Default under the Note.

3. WARRANTIES AND REPRESENTATIONS

- 3.1. The Guarantor warrants and represents to Lender that:
- (a) This Guaranty is executed at the request of Debtor.
 - (b) No oral promises, assurances, representations or warranties have been made by or on behalf of Lender to induce Guarantor to execute and deliver this Guaranty.
 - (c) There are not now pending or impending any court or administrative proceedings or undischarged judgments against Guarantor, and no federal or state or any other tax liens have been filed or threatened against Guarantor, nor is Guarantor in default or claimed default under any agreement for borrowed money.
 - (d) Guarantor is not insolvent or unable to pay Guarantor's debts as they become due. Guarantor shall not become insolvent and unable to pay debts as they become due by reason of execution of this Guaranty.
 - (e) The Guarantor is fully aware of the financial condition of the Debtor and delivers this Guaranty based solely upon his own independent investigation. Guarantor did not rely upon any

representation or statement of Lender with respect to Debtor's financial condition. Guarantor has established an adequate means of securing financial and other information concerning Debtor on a continuing basis.

(f) The Guarantor, after carefully and completely reading all of the terms and provisions of this Guaranty, freely and voluntarily has given this Guaranty to Lender without any duress or coercion, and the Guarantor has either consulted with counsel or has been given an opportunity to do so.

(g) The Guarantor has received adequate and sufficient consideration for the granting of this Guaranty.

3.2. The Guarantor acknowledges that in accepting this Guaranty Agreement, Lender has relied upon the above warranties and representations.

4. RIGHTS OF LENDER

4.1. Lender may, from time to time, and without notice or demand, and without affecting liability under or enforceability of this Guaranty or any security for this Guaranty, take any or all of the following actions:

(a) Retain or obtain a security interest, mortgage or lien against any property to secure any of the Obligations or this Guaranty.

(b) Retain or obtain the primary or secondary obligation of any obligor(s) or guarantor(s), in addition to the Guarantor, with respect to any of the Obligations.

(c) Extend or renew for one or more periods all or any part of the Obligations, whether or not longer than the original periods, or modify or alter any of the terms or provisions (including, by way of example and not limitation, the interest rate, maturity, or installment amount) of any of the Obligations, or accelerate or exchange any of the Obligations, or release the Debtor or compromise any of the Obligations of any guarantor or any obligor with respect to any of the Obligations.

(d) Release its security interest, encumbrance or mortgage in, or surrender, sell, transfer, exchange, substitute, dispose of, or otherwise deal with all or any part of the Collateral.

(e) Bring an action against any guarantor for payment of any of the Obligations, whether or not Lender shall have resorted to any Collateral or shall have proceeded against any other guarantor or any other obligor, primarily or secondarily liable for the Obligations.

(f) Discharge, release, compound or settle with Debtor or any guarantor as to the Obligations.

(g) File, or elect not to file, a proof of claim against the estate of any bankrupt, insolvent, incompetent or deceased debtor, guarantor or other person or entity.

(h) Apply any and all amounts received by the Lender from whatever source on account of the Obligations toward the payment of such of the Obligations in such order as the Lender may from time to time elect.

5. EVENTS OF DEFAULT

The term "Event of Default" means any Event of Default as set forth in the Note or the death of both Omar Abu-Hamden and Edmund Dombrowski.

6. REMEDIES

6.1. At any time after an Event of Default, Lender may sue Debtor, Guarantor, guarantor(s), or any combination of them with respect to the Note or this Guaranty to enforce the payment of any sum or for the performance of any of the Obligations, or for the recovery of damages, or for any other reason at any time or times, and without regard to the existence of additional causes of action, or whether or not all or any portion of the Obligations shall be due. Any lawsuit by Lender shall not prejudice the rights of Lender to later institute other suits, or to sell the Collateral based upon Events of Default in existence at the time of any lawsuit or afterwards. The rights, remedies, and benefits provided to Lender shall be cumulative and shall not be exclusive of any other rights, remedies or benefits allowed by law, and may be exercised either successively or concurrently.

6.2. If there is a default in the performance or satisfaction of any of the Obligations, including the sums of money to be paid to Lender under the Note or this Guaranty, Lender may, at its option, and without notice, declare the Obligations due and payable.

6.3. No right or remedy conferred upon Lender under this Guaranty or by any other agreement is intended to be exclusive of any other right or remedy, but each and every such right and remedy shall be cumulative in addition to every other right and remedy given under this Guaranty or any other agreement now or later executed by Debtor, Guarantor or other guarantor(s) for Lender's benefit, or given under any statute or rule of law. Such rights and remedies may be exercised from time to time as often as deemed expedient by Lender, separately or concurrently. Guarantor agrees to reimburse Lender for all costs, expenses, and reasonable attorneys' fees incurred by Lender in the enforcement or collection of this Guaranty.

6.4. This Guaranty shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Obligations made within one (1) year of the date of filing of a bankruptcy petition of Debtor is rescinded or must otherwise be restored or returned by Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Debtor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, Debtor or any substantial part of its property, or otherwise, all as though such payments had not been made. With respect to any legal proceeding conducted as a consequence of a filing of a bankruptcy petition of Debtor, Guarantor agrees to indemnify and hold Lender and the officers, directors, employees, and agents of Lender harmless from and against any and all liabilities, claims, damages, costs, expenses and disbursements of any kind or nature whatsoever including, without limitation, the reasonable attorney fees and allocated costs of in-house counsel of Lender in connection with the defense of a bankruptcy action and/or enforcement of Lender's right to retain payment of the Obligations previously paid to Lender.

6.5. Each Guarantor hereby waives any claim, right or remedy which such Guarantor may now have or subsequently acquire against the Debtor that arises under this Guaranty or from the performance by any Guarantor of this Guaranty including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right or remedy of Lender against the Debtor or any security which Lender now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

7. WAIVERS

7.1. Guarantor waives demand, notice, protest, notice of acceptance of this Guaranty; notice of any loans made, extensions granted, renewals, collateral received or delivered, or other action taken in reliance on this Guaranty; all demands and notices in connection with the delivery, acceptance, performance; notice of nonperformance, default or enforcement of the Note or any other Obligation; and all other demands and notices of any description.

7.2. Guarantor waives any defense to the enforcement of this Guaranty or any security for this Guaranty arising by reason of:

- (a) Any present or future laws or orders affecting the terms of, or Lender's remedies with respect to, any of Debtor's Obligations;
- (b) The absence or cessation of personal liability of Debtor;
- (c) The failure of any other person or entity to execute this Guaranty or any other guaranty or agreement;
- (d) The failure of Debtor or any other guarantor to properly execute any loan document or otherwise comply with applicable legal formalities;
- (e) The unenforceability or invalidity of the Obligations;
- (f) Any discharge or release of the Debtor or any impairment or suspension of any remedies of Lender, whether resulting from any act or omission of Lender or by operation of law or otherwise;
- (g) Any bankruptcy, insolvency, reorganization, or any disability or other defense of Debtor with respect to the Obligations;
- (h) Any failure of Lender to disclose to Guarantor any information relating to the financial condition, operations, properties or prospects of Debtor now or in the future known to Lender (Guarantor waiving any duty on the part of Lender to disclose such information);
- (i) Any other surety defenses under Uniform Commercial Code Section 3-605 or other law;
- (j) Any other action by Lender, whether authorized by this Guaranty or otherwise, or any other omission by Lender or other failure of Lender to pursue, or any delay in pursuing, any other remedy available to Lender; or
- (k) Any defense resulting from the absence, impairment or loss of any right of reimbursement, subrogation, contribution or other right or remedy of Guarantor against Debtor.

8. INDEMNIFICATION

Without limitation of other duties of Guarantor or remedies of Lender under this Guaranty, Guarantor shall indemnify, defend and hold Lender harmless from and against, and shall pay on demand, any and all losses, liabilities, damages, and expenses (including actual attorney's fees) suffered or incurred by Lender as a result of any failure of any of the Obligations to be the legal, valid and binding obligations of Debtor, enforceable against Debtor in accordance with their terms.

9. NOTICES

Except as to notices where the manner of service is prescribed by statute or court rule, any notice, demand or communication (collectively, "Notice") under or in connection with this Guaranty or any other Security Document shall be deemed effective if made in writing (including telecommunications) and delivered to the recipient's address or telecopier number by any of the following means:

- (a) hand delivery;
- (b) registered or certified mail, postage prepaid and return receipt requested;
- (c) first class mail, postage prepaid;
- (d) Federal Express, Airborne Express or like nationally recognized overnight courier service; or
- (e) telecopy (facsimile transmission), confirmed by first class mail, postage prepaid.

Notice made in accordance with this Section shall be deemed delivered upon receipt if delivered by hand or facsimile transmission; two (2) business days after mailing if mailed by first class, registered or certified mail; or one (1) business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier. The Notice should be addressed to Guarantor at its address in Recital C, and to Lender at the address stated on the first page of this Guaranty Agreement. Any party may change the address to which Notices are to be sent by notice in writing to all the parties to this Guaranty, in accordance with the foregoing. Guarantor shall immediately notify Lender in writing of any change in its mailing address as set forth in Recital C. Nothing in this Section requires Lender, or shall be interpreted as requiring Lender, to provide notice to Guarantor where such Notice was waived or not required under other Sections of this Guaranty or by law.

10. CAPTIONS

The caption or titles to sections of this Guaranty are provided for the sake of convenient reference only and are not part of this Guaranty. They shall not be relied upon to explain, modify or interpret this Guaranty.

11. MICHIGAN LAW

Any proceeding under this Guaranty Agreement or the enforcement of any rights conferred on Lender under its terms shall be governed, construed and enforced in accordance with the laws of the State of Michigan where this Guaranty and the Note secured by it have been made, executed and delivered.

12. SUCCESSORS

Subject to the provisions of this Guaranty, each of the covenants and obligations of this Guaranty shall be binding upon and inure to the benefit of the parties to this Guaranty, and their respective legal representatives, successors and assigns.

13. GENDER AND JOINT LIABILITY

The gender of terms used in this Guaranty shall be deemed to include every other gender as appropriate. The singular shall include the plural, and the plural shall include the singular. If more than one person or entity signs this Guaranty (or acts as a guarantor pursuant to a separate document), their liability shall be joint, joint and several, and several.

14. VENUE

If a suit, action or proceeding is brought by or against the Lender with respect to this Guaranty, the Note, any of the Security Documents, or with respect to the loan relationship between the Lender and Debtor, the parties agree that such suit, action or proceeding may only be brought in state or federal courts having jurisdiction in Wayne County, Michigan. The parties submit to the exclusive jurisdiction of such courts for the purpose of such suit, action or proceeding. The parties irrevocably waive any objection which they may now or in the future have to the venue of any such suit, action or proceeding and irrevocably waive any claim that any such suit, action or proceeding brought in such court has been brought in an inconvenient forum. Guarantor irrevocably consents to service of process in any suit, action or proceeding in such court by the mailing of the pleadings by registered or certified mail, postage prepaid, to Guarantor's address as set forth in Recital C of this Guaranty.

15. RELEASE

In consideration of the Lender making or continuing the loans to the Debtor, the Guarantor(s) do each waive, release and affirmatively agree not to allege or otherwise pursue any and all defenses, affirmative defenses, counterclaims, claims, causes of action, set-offs or other rights that they may have, or claim to have for any and all claims, harm, injury and damage of any and every kind, known or unknown, legal or equitable, which any of the Guarantor(s) have against the Lender arising out of this Guaranty and the underlying obligation from the date of Guarantor's first contact with Lender up to the date of this Guaranty. Guarantor(s) confirm to Lender that they have reviewed the effect of this waiver, release and covenant not to sue with competent legal counsel of their choice, or have been afforded the opportunity to do so, prior to the execution of this Guaranty and each acknowledge and agree that Lender is relying upon this agreement in extending or continuing the loans to Debtor.

16. LENDER'S LIABILITY

The Guarantor(s) agree that each of them shall have been deemed to have permanently and conclusively waived any right to pursue any or all defenses, affirmative defenses, counterclaims, claims, causes of action, set-offs or other rights that they may have, or claim to have, against the Lender unless a written notice specifically setting forth the grievance of the Guarantor(s) shall have been given to the Lender within thirty (30) days after the occurrence of the event which the Guarantor(s) alleges gave rise to the grievance. Nothing in this section, or in any other provision of this Guaranty shall grant, or be deemed to grant, standing to any Guarantor to assert the rights or claimed rights of Debtor against Lender under the Loan Agreement or otherwise. The Guarantor(s) confirm to Lender that they have reviewed the effect of this limitation of remedies with competent legal counsel of their choice, or have been afforded

the opportunity to do so, prior to signing this Guaranty and each acknowledge and agree that the Lender is relying upon this limitation of remedies in extending or continuing the loans to Debtor.

17. WAIVER OF JURY TRIAL

The Guarantor(s) do each knowingly, voluntarily and intelligently waive their constitutional and all other rights to a trial by jury in any action, proceeding, cross-claim or counterclaim (1) arising out of or in any way connected with this Guaranty, (2) relating directly or indirectly to transactions under this Guaranty, or (3) which relates in any way to the conduct of the loan or any other relationship between or among Guarantor(s), Debtor and Lender. The Guarantor(s) agree that any litigation between or among the Guarantor(s), Debtor and Lender shall be referred by a court of competent jurisdiction sitting without a jury. The Guarantor(s) shall not attempt to circumvent this waiver by seeking to consolidate lawsuits, or by any other procedure. Lender shall not be deemed to have relinquished the benefit of this waiver of jury trial unless such relinquishment is in a written instrument signed by the President of Lender. The Guarantor(s) confirm to Lender that they have reviewed the effect of this waiver of jury trial with competent legal counsel of their choice, or have been afforded the opportunity to do so, before signing this Guaranty and each acknowledge and agree that Lender is relying upon this waiver in extending or continuing the loans to Debtor.

Guarantor has executed this Guaranty Agreement as of the date set forth above.

By signing below, we acknowledge we have read and understand this Guaranty, and agree to be bound by the provisions of this Guaranty including the waiver of our right to a jury trial. We also acknowledge that our liability hereunder is joint, several and joint and several.

"GUARANTOR"

James R. Dales

WRITTEN AUTHORITY FOR CONFESSING JUDGMENT

This Written Authority for Confessing Judgment (“Confession”) is made by James R. Dales individual, an individual (hereinafter collectively, “Guarantor”), 408 Plymouth Real Estate Properties, LLC, a Michigan limited liability company (“Debtor”) (Guarantor and Debtor are hereinafter collectively the “Obligors”) to the City of Plymouth, a Michigan municipality (“City”).

1. RECITALS

1.1 Pursuant to the terms of that certain agreement between the City and the Debtor dated March __, 2022 (the “Agreement”), Debtor has delivered to City a promissory note (the “Note”) in the original principal amount of \$120,000 (One Hundred and Twenty Thousand Dollars).

1.2 Guarantor has delivered to City a guaranty (the “Guaranty”) of the obligations of the Debtor pursuant to the terms of the Note.

1.3 Obligors acknowledge that the financing arrangements agreed to by City as evidenced by the Note and the Guaranty provide for material and substantial benefits that inure directly to Obligors and absent this Confession, the City is unwilling to enter into the Agreement and would not be willing to do so.

1.4 Debtor acknowledges that this Confession is a fundamental inducement and element of consideration to City to enter into the Agreement.

2. AGREEMENT

2.1 Confession of Judgment. Obligors hereby consent to entry of a judgment in Wayne County Circuit Court upon the occurrence of an event of default under the Note, in an amount equal to the principal sum of all obligations evidenced by the Note, together with all of City’s reimbursable costs and expenses (including reasonable attorneys’ fees) then incurred or thereafter to be incurred as provided for in the Note, and further authorizes attorney Robert A. Marzano or any attorney of the firm of Plunkett Cooney, P.C. to confess judgment in said amount in said Court.

Debtor acknowledges and agrees that production of the Note, an affidavit of default by a representative of the City confirming both the default and the amount due under the Note and this Confession by said attorneys is all that is necessary for a judgment to be entered against the Obligors and they shall due no acts in connection with any efforts on the part of City to seek the entry of judgment against the Obligors.

2.2 Compliance with Michigan Statute. Obligors acknowledge and agree that the terms and provisions of this Confession comply with all of the requirements of MCLA §600.2906 and that this Confession is a proper instrument, distinct from the Note and Guaranty for which judgment may be confessed, all as required in MCLA §600.2906.

2.3 Voluntary and Informed Execution. OBLIGORS ACKNOWLEDGE AND AGREE THAT THEY HAVE FULLY READ, COMPLETELY UNDERSTAND AND VOLUNTARILY ENTER INTO AND EXECUTES THIS CONFESSION, AND ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED AND ADVISED BY COUNSEL OF THEIR CHOOSING (OR HAD AN OPPORTUNITY TO CONSULT WITH SUCH COUNSEL) DURING THE PENDENCY OF THE NEGOTIATIONS THAT RESULTED IN THE DRAFTING AND EXECUTION OF THIS CONFESSION. FURTHER, OBLIGORS HAVE FULLY READ, COMPLETELY UNDERSTAND AND VOLUNTARILY ENTER INTO AND EXECUTE, AMONG OTHER THINGS, THIS CONFESSION.

IN WITNESS WHEREOF, the parties hereto have executed this Confession the day and year first set forth above.

“GUARANTOR”

James R. Dales, Individually

“DEBTOR”

408 Plymouth Real Estate Properties, LLC..

By: James R. Dales
Its:

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

On this _____ day of February, 2022, James R. Dales, appearing personally before me and state they have executed this Confession of Judgment, both individually and as an authorized representative of 408 Plymouth Real Estate Properties, LLC, as applicable.

Notary Public
_____ County, Michigan
My Commission Expires: _____

Open.09992.80534.11206283-1

Sample Resolution

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

WHEREAS The City Commission of the City of Plymouth is desirous of expanding the Public Parking supply and there is a need for additional funding to allow the city to Purchase and/or make improvements to the public parking supply, and

WHEREAS The Plymouth Planning Commission has approved, at their November 2022 meeting the permanent expansion of the Post Local Bistro as noted on the site-plan, and

WHEREAS The applicant is required to provide twelve (12) additional parking spaces per the approved site-plan and special land-use at a cost of \$10,000 per space as set by the City Commission in the Fee Schedule for a total cost of \$120,000, and

WHEREAS The City Commission is willing to accept the \$120,000 payment in lieu of in installments over the course of two years,

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the mayor to sign the agreement and related documents on behalf of the City of Plymouth

NOW BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth hereby directs the City Clerk to make the agreement and all related documents a part of these meeting minutes and part of the official record of this meeting.

INFORMATION ONLY

To: Paul Sincock
From: Chris Porman, Adam Gerlach, and Greta Bolhuis
Date: February 4, 2022
Re: Tree Ordinance Annual Report



Background

As requested by the City Commission at the original adoption of the tree ordinance, we have compiled an annual report with tree related data for the 2021 calendar year.

Annual Tree Report

As you are aware, the tree ordinance was drafted after concerns about tree removal throughout the city. As you may recall, the ordinance was intended to provide for the protection, preservation, and reforestation of trees in the city. The tree ordinance has been in effect since September 15, 2019 and was amended on December 21, 2020. In 2021, 53 properties submitted tree removal permit applications for private trees.

- In total, 107 trees were removed or are planned to be removed in response to a tree removal permit application.
- Of the total trees removed, 52 were dead, diseased, or dying.
- Of the total trees removed, 48 were not protected under the ordinance (less than heritage size requirement or less than front yard size requirement).
- As a response to the tree replacement requirement, 41.5 caliper inches have been planted as of this writing. (It should be noted that some pending removal applications were apart of new construction projects and still require replacement trees to be planted, as of this writing.)
- As a response to the tree replacement requirement, \$2,725 has been contributed to the tree fund as of this writing. (It should be noted that some pending removal applications were apart of new construction projects and still require payment into the tree fund, as of this writing.)
- It is projected that a combination of 138 inches of trees will be planted and/or \$19,225 will be paid into the tree fund to account for the 18 trees that require replacement.

In 2021, city staff or the city's contractor removed 30 dead, diseased, or dying street and park trees. During the 2021 planting season DMS crews planted 106 street trees. Of those trees planted, 88 were planted in conjunction with grants and organizations like Keep Plymouth Leafy. These partnerships enhance efforts to reforest the City's tree canopy.

Should you have any questions, please contact Adam Gerlach or Greta Bolhuis directly.

No Action Required