



# Plymouth City Commission

## Regular Meeting Agenda

Monday, March 21, 2022 7:00 p.m.  
Plymouth City Hall & Online Zoom Webinar

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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 March 7, 2022 City Commission Meeting Minutes
  - b. Approval of March 7, 2022 City Commission Study Session Minutes
  - c. Special Event: K of C Annual Tootsie Roll Drive – Friday-Sunday, April 8-10, 2022
  - d. Special Event: Easter Egg Hunt Extravaganza – Saturday, April 16, 2022
  - e. Special Event: Thursday Sand Volleyball – Thursdays, April 28-September 29, 2022
  - f. Special Event: Boy Scouts Golden Eagle Breakfast – Thursday, June 2, 2022
  - g. Special Event: July 4 Ice Cream Social – Monday, July 4, 2022
  - h. Approval of February 2022 Bills
5. **COMMISSION COMMENTS**
6. **PUBLIC HEARING**
  - a. Annual Liquor License Review
7. **OLD BUSINESS**
8. **NEW BUSINESS**
  - a. 2022 Outdoor Dining Policy
  - b. Marijuana Annual Review
  - c. Street Sweeper Purchase Authorization
9. **REPORTS AND CORRESPONDENCE**
  - a. Liaison Reports
10. **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  
City Commission Regular Meeting Minutes  
Monday, March 7, 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**

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

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 Jeff Schroeder, Public Safety Director Al Cox, and various members of the City administration

**2. CITIZEN COMMENTS**

Lee Jacinski, 1380 Maple, gave an update on Keep Plymouth Leafy. He said that in recognition of Arbor Day, the group would be holding a native sapling giveaway at Fairground Park on Saturday, April 30.

Joseph Tebor, a local Veteran, said there would be a display of propaganda dropped in Vietnam on Saturday, March 26 from 1-3 p.m. at the Plymouth VFW. He collected the leaflets as a service member and will be donating them to the National Vietnam War Museum after the event.

Geraldine Kilsdonk, 375 Red Ryder, said she was having difficulty fitting her recycling into the bins at the DMS yard.

**3. APPROVAL OF THE AGENDA**

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

There was a roll call vote.

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

MOTION PASSED 6-0

**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)

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

There was a roll call vote.

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

MOTION PASSED 6-0

**5. COMMISSION COMMENTS**

Filipczak thanked the administration for providing concise information in the agenda packet.

Moroz recognized Trent Kalis and Aaron Micek, who are both marking their four-year anniversary in the Department of Municipal Services this month.

He said temporary patios would be on the agenda for the next City Commission meeting on March 21.

**6. OLD BUSINESS**

There was no old business.

**7. NEW BUSINESS**

a. Investment Policy Update

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

RESOLUTION 2022-11

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.

## City of Plymouth General Rules and Regulations

### SECTION 4

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#### CITY OF PLYMOUTH INVESTMENT POLICY

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##### 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, discretely 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.

##### 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 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.
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 1985PA 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 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 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:



**APPENDIX A**  
**PORTFOLIO DIVERSIFICATION GUIDELINES**

<b>Instrument Description</b>	<b>Security Type Maximum</b>	<b>Issuer Maximum</b>	<b>Security Type Range</b>	<b>Maturity Maximum</b>
U.S. Treasuries	100%	N/A	30-40%	5 years <sup>1</sup>
U.S. Agencies & Instrumentalities (Date specific maturities only)	100%	20%	(subset of above)	5 years <sup>1</sup>
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 <sup>2</sup>	25%	25%	0-15%	1 day
Mutual Funds <sup>3</sup>	25%	10%	0-15%	3 years

<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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.

Finance Director John Scanlon explained the changes to the investment policy, which included several procedure and language clarifications.

There was a roll call vote.

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

MOTION PASSED 6-0

b. Confirmation of Emergency Repairs to Vactor

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

RESOLUTION 2022-12

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.

There was a roll call vote.

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

MOTION PASSED 6-0

c. Intergovernmental Agreement with Wayne County - Park Millage Funds

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

RESOLUTION 2022-13

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.

**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	CHARTER COUNTY OF WAYNE
No. _____	By: _____
Date: _____	<b>Warren C. Evans</b> Its: County Executive Date: _____

STATE OF MICHIGAN    )  
                                  )  
COUNTY OF WAYNE    )

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

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

City of Plymouth  
Plymouth Cultural Center

Plymouth City Commission approved and execution authorized by Resolution	CITY OF PLYMOUTH
No. _____	By: _____
Date: _____	<b>Nick Moroz</b>
	Its: Mayor
	Date: _____

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

There was a roll call vote.  
Yes: Filipczak, O'Donnell, Deal, Sebastian, Kehoe, Moroz  
MOTION PASSED 6-0

d. Approval of Traffic control Order No. 21-5 – No Parking North Side of Wing  
The following resolution was offered by Filipczak and seconded by O'Donnell.

RESOLUTION 2022-14

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.



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

There was a roll call vote.

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

MOTION PASSED 6-0



e. Post Payment in Lieu of Parking

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

RESOLUTION 2022-15

- 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.

## 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.099992.80534.11206266-1

**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: \_\_\_\_\_

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There was a roll call vote.  
Yes: Filipczak, O'Donnell, Deal, Sebastian, Kehoe, Moroz  
MOTION PASSED 6-0

**8. REPORTS AND CORRESPONDENCE**

a. Annual Report on Trees

Assistant Community Development Director Greta Bolhuis reported that 107 trees were removed in the City last year, and that 59 of them were protected under the ordinance. The process to enforce the tree ordinance was described as labor intensive, and it was suggested that the ordinance be revisited next year.

b. Liaison Reports

Kehoe reported that the ZBA heard a front yard setback variance request this month and that the request was denied.

O'Donnell said the Planning Commission would be addressing the Greek Islands renovation and phase two of the Pulte project at their March meeting.

c. Appointments

O'Donnell nominated Meghan Covino to serve on the Historic District Commission.

There was a roll call vote.

Yes: Kehoe, Sebastian, 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 7:48 p.m.

There was a roll call vote.

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

MOTION PASSED 6-0

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NICK MOROZ  
MAYOR

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MAUREEN A. BRODIE, CMC, MiPMC  
CITY CLERK



## City of Plymouth - Meeting Minutes City Commission Study Session Monday, March 7, 2022 – 6:15 p.m.

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

Mayor Nick Moroz called the meeting to order at 6:15 p.m.

PRESENT FROM CITY COMMISSION: Mayor Nick Moroz, Mayor ProTem Tony Sebastian, Commissioners Suzi Deal, Linda Filipczak, Jennifer Kehoe, and Kelly O'Donnell (arrived 6:20 p.m.).

EXCUSED: Commissioner Alanna Maguire

PRESENT FROM PLANNING COMMISSION: Chair Karen Sisolak and Commissioners Shannon Adams and Eric Stalter

Also present were City Manager Paul Sincock and Community Development Director John Buzuvis.

### 2. PLANNING COMMISSION ANNUAL REPORT TO THE CITY COMMISSION

The Plymouth City Commission received the Planning Commission's Annual Report containing a detailed compilation of the activities of the Planning Commission. Sisolak referred City Commission members to the report they received and said she was available to answer questions.

Commission members commended the Planning Commission and the Community Development staff for their work over the year and on their comprehensive report. It was noted that Planning Commission goals regarding impervious surface research and a zoning audit correlated with the City's strategic plan. Sisolak said clarifying ordinances on fences and building heights were added to their goals at the request of the Zoning Board of Appeals, and that Mixed Use High Density zoning would likely be part of the next master plan. Buzuvis was asked for and provided an update to the Westborn parking lot expansion, which was approved at the last Planning Commission meeting, and the Starkweather homes project. He said 3-4 homes were in the process of being built on the property, and that the green space would be developed as the project progresses.

### 3. ADJOURNMENT

O'Donnell offered a motion, seconded by Sebastian, to adjourn the meeting at 6:31 p.m.

There was a roll call vote.

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

MOTION PASSED 6-0

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NICK MOROZ  
MAYOR

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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** Fr. Victor Renaud Council K of C

Ph# \_\_\_\_\_ Fax# \_\_\_\_\_ Email paulgelinas@wowway.com Website N/A

Address 150 Fair St City Plymouth State MI Zip 48170

**Sponsoring Organization's Agent's Name** Paul Gelinas Title Grand Knight

Ph# 734-414-7698 Fax# \_\_\_\_\_ Email paulgelinas@wowway.com Cell# 734-629-7585

Address 7656 Holly Dr City Canton State MI Zip 48187

**Event Name** Tootise Roll/M.I. Drive

**Event Purpose** To raise funds for mentally impaired individuals in the Plymouth area

**Event Date(s)** Fri April 8 through Sunday April 10th

**Event Times** 9am - 5pm

**Event Location** Corner of Main/Ann Arbor Trail & Main & Penniman

**What Kind Of Activities?** Offer free Tootsie Roll to any one interested

**What is the Highest Number of People You Expect in Attendance at Any One Time?** 4

**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.)

Knights will stand on the corner offering free Tootsie Roll to anyone who wants

We will accept contributions from anyone who offers one & thank those individuals.



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): Palm Sunday & Coumbus Day weekends  
Next year's specific dates: Oct7 - 9 & Mar 30 - Apr 2

\*\*\*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)

N/A

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:

\_\_\_\_\_

\_\_\_\_\_

11. **INDEMNIFICATION AGREEMENT**

**INDEMNIFICATION AGREEMENT**

The Plymouth Knights of Columbus (*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 Tootsie Roll/M.I. Drive (*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 Paul H. Gue

Date 3/10/22

Witness Pamela Melendez

Date 3-10-22

**EVENT REVIEW FORM**

EVENT NAME: TOOTSIE ROLL DRIVE / M.I. DRIVE TOTAL ESTIMATED FEE: \_\_\_\_\_

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

<b>MUNICIPAL SERVICES:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	Initial <b>GP</b>
<i>NO SERVICES NEEDED</i>				
\$250 Bathroom Cleaning Fee Per Day of Event? <b>YES</b> <input type="radio"/> <b>NO</b> <input checked="" type="radio"/>				
Labor Costs: \$	Equipment Costs: \$	Materials Costs	\$	
<b>POLICE:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	Initial <b>QCC</b>
<i>NO SERVICES NEEDED MAY NOT BE IN THE STREET</i>				
Labor Costs \$	Equipment Costs \$	Materials Costs	\$	
<b>FIRE:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	Initial <b>MS</b>
<i>NO SERVICES NEEDED</i>				
Labor Costs \$	Equipment Costs \$	Materials Costs	\$	
<b>HVA:</b>	<input type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	Initial
<b>DDA:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	Initial <b>SBP</b>
Labor Costs \$	Equipment Costs \$	Materials Costs	\$	
<b>RISK MANAGEMENT:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	Initial <b>NB</b>
<u>Class I – Low Hazard</u>	<i>CANNOT BE IN STREETS</i>			
Class II – Moderate Hazard	Event Sponsors must provide Certificate of Insurance naming City of			
Class III – High Hazard	Plymouth as 'Additional Insured' including in the Description Box/Area.			
Class IV – Severe Hazard				
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				





# 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 Jeff Glover & Associates, Realtors

Ph# 2482591100 Fax# 7344680203 Email taylor@kwglover.com Website www.housesoldname.com

Address 459 S Main St City Plymouth State MI Zip 48170


Sponsoring Organization's Agent's Name Jeff Glover Title Owner

Ph# 2489825569 Fax# \_\_\_\_\_ Email jeff@kwglover.com Cell# 2489825569

Address 459 S Main St City Plymouth State MI Zip 48170

Event Name Easter Egg Hunt Extravaganza

Event Purpose Easter Egg Hunt for Children

Event Date(s) ~~April 2nd~~ or April 16th 

Event Times 10-12

Event Location Kellogg Park

What Kind Of Activities? Easter Egg Hunt

What is the Highest Number of People You Expect in Attendance at Any One Time? 100-200?

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.)

Community free easter egg hunt



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): week before or after easter  
Next year's specific dates: \_\_\_\_\_

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

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

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

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

8. **EVENT SIGNS:** Will this event include the use of signs? YES  NO   
If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed signs: **Please complete a sign illustration / description sheet and include with the application.**  
  
Signs or banners approved by the City of Plymouth for Special Events shall be designed and made in an artistic and workman like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.  
  
Signs and/or Banners may be used during the event only. Please refer to Special Event Policy for information related to the installation of banners on Downtown Street Light Poles in advance of event. NO SIGNS ARE ALLOWED IN THE PARK IN ADVANCE OF THE EVENT.

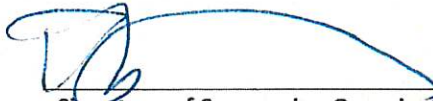
9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)?  
YES  NO   
If Yes, list the lots or locations where/why this is requested:  
\_\_\_\_\_  
\_\_\_\_\_

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

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

3/11/22

Date



Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

### EVENT REVIEW FORM

EVENT NAME: EASTER EGG HUNT EXTRAVAGANZA TOTAL ESTIMATED FEE: \_\_\_\_\_

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

<b>MUNICIPAL SERVICES:</b>	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>CP</u>
/ FTE APPROX 3 HRS				
\$250 Bathroom Cleaning Fee Per Day of Event? <u>YES</u> <span style="float: right;">NO</span>				
Labor Costs: \$	<u>180</u>	Equipment Costs: \$	<u>40</u>	Materials Costs \$
<b>POLICE:</b>	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>QCC</u>
1 - OFFICER @ 2 HOURS				
Labor Costs \$		Equipment Costs \$	<u>152</u>	Materials Costs \$
<b>FIRE:</b>	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>AS</u>
NO SERVICES NEEDED				
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$
<b>HVA:</b>	Approved	Denied	(list reason for denial)	Initial
<b>DDA:</b>	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>SBP</u>
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$
<b>RISK MANAGEMENT:</b>	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>NB</u>
Class I – Low Hazard				
<u>Class II – Moderate Hazard</u> Event Sponsors must provide Certificate of Insurance naming City of				
Class III – High Hazard Plymouth as 'Additional Insured' including in the Description Box/Area.				
Class IV – Severe Hazard				
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				

**City of Plymouth  
SPECIAL EVENT APPLICATION**

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

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

**Sponsoring Organization's Legal Name** Best Friends Group (Thursday Evening Sand Adult Volleyball Group)

Ph# 734-306-1064 Fax# \_\_\_\_\_ Email Laura.Ply.VB@aol.com Website \_\_\_\_\_

Address 1415 Sheridan City Plymouth State MI Zip 48170

**Sponsoring Organization's Agent's Name** Laura Flora/Phil Vargas **Title** Co-Managers

Ph# 734-306-1064 Fax# \_\_\_\_\_ Email philipvargas@gmail.com Cell# Phil:734-453-9678

Address 46227 Ann Arbor Rd City Plymouth State MI Zip 48170

**Event Name** Thursday Sand Volleyball

**Event Purpose** to play volleyball weekly

**Event Date(s)** Thursday April 28 - Sept. 29, 2022

**Event Times** 6pm - dark

**Event Location** Sand volleyball court at Fairground Park

**What Kind Of Activities?** Volleyball (adult)

**What is the Highest Number of People You Expect in Attendance at Any One Time?** 12

**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.)

Our group of professional adults has been playing volleyball on Thursday evenings at the Fairground Park sand court for the past 20 years.

We do not require any special services from the City of Plymouth. We keep the park clean and often pick up litter, fill in holes, rake the sand, and make repairs to the net.

We are requesting a permit, so that we know we are definitely able to play. We plan our schedules around this evening of volleyball leaving work early, hiring baby sitters, etc. We count on this evening for a good workout and quality time with friends. We follow volleyball with dinner and drinks at one of the nearby Plymouth restaurants.

Of course, we will adhere to any government mandates regarding assembling and playing sports outdoors.

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, April - Sept

Next year's specific dates:

6pm-dark

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

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

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

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

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

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

None

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

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

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

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

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

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

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

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

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

3/14/2022

Date

Laura Flora

Digitally signed by Laura Flora  
DN: cn=Laura Flora,  
email=laura.ply.vb@aol.com, c=US  
Date: 2021.04.08 20:31:05 -04'00'

Signature of Sponsoring Organization's Agent

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

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

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

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The Best Friends Group (*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 Sand VB (*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 Laura Flora Digitally signed by Laura Flora  
Date: 2020.03.31 18:30:17  
-04'00'

Date 3/14/2020

Witness \_\_\_\_\_

Date 3/14/2020



**EVENT REVIEW FORM**

EVENT NAME: Sand Volleyball

TOTAL ESTIMATED FEE: \_\_\_\_\_

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

<b>MUNICIPAL SERVICES:</b>	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>CP</u>
<u>NO SERVICES NEEDED</u>				
\$250 Bathroom Cleaning Fee Per Day of Event? <b>YES</b> <span style="margin-left: 150px;"><u>NO</u></span>				
Labor Costs: \$	Equipment Costs: \$	Materials Costs	\$	
<b>POLICE:</b>				
	<u>Approved</u>	Denied	(list reason for denial)	Initial
Labor Costs \$                      Equipment Costs \$                      Materials Costs \$				
<b>FIRE:</b>				
	<u>Approved</u>	Denied	(list reason for denial)	Initial
Labor Costs \$                      Equipment Costs \$                      Materials Costs \$				
<b>HVA:</b>				
	<u>Approved</u>	Denied	(list reason for denial)	Initial
<b>DDA:</b>				
	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>SBB</u>
Labor Costs \$ <u>0</u>	Equipment Costs \$	Materials Costs	\$	
<b>RISK MANAGEMENT:</b>				
	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>MB</u>
Class I – Low Hazard				
<u>Class II – Moderate Hazard</u> Event Sponsors must provide Certificate of Insurance naming City of				
Class III – High Hazard      Plymouth as 'Additional Insured' including in the Description Box/Area.				
Class IV – Severe Hazard				
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				



# 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 The Boy Scouts of America

Ph# 313-897-1965 Fax# \_\_\_\_\_ Email \_\_\_\_\_ Website https://beascout.scouting.org/

Address 1776 W Warren Avenue City Detroit State MI Zip 48208

Sponsoring Organization's Agent's Name Jasmine Jenkins Title District Executive

Ph# 248-914-4395 Fax# \_\_\_\_\_ Email jasmine.jenkins@scouting.org Cell# \_\_\_\_\_

Address 30260 W 12 Mile rd. City Farmington Hills State MI Zip 48334

Event Name The Golden Eagle Breakfast

Event Purpose Raise money to support youth in the Plymouth-Canton area and Sunset District

Event Date(s) June 2, 2022

Event Times 7:00-9:00 a.m.

Event Location The Gathering Pavillion

What Kind Of Activities? Breakfast and Distinguished Citizen Award Ceremony

What is the Highest Number of People You Expect in Attendance at Any One Time? 55

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.)

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):

Summer

Next year's specific dates:

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

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

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

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

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

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

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

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

YES  NO

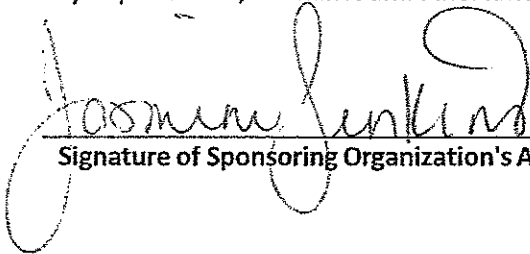
If Yes, list the lots or locations where/why this is requested:

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

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

3/3/2022

Date

  
Signature of Sponsoring Organization's Agent

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

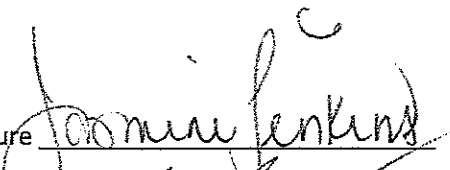
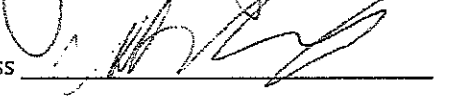
Manager's Office  
City Hall  
201 S. Main Street  
Plymouth MI 48170

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The Michigan Crossroads Council (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 Golden Eagle Breakfast (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   
Witness 

Date 3/3/2022  
Date 3/8/22

**EVENT REVIEW FORM**

EVENT NAME: Golden Eagle Breakfast TOTAL ESTIMATED FEE: \_\_\_\_\_

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

<b>MUNICIPAL SERVICES:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	<b>Initial</b>	<u>CP</u>
Will Post NP in Gathering					
\$250 Bathroom Cleaning Fee Per Day of Event? <b>YES</b> <span style="margin-left: 150px;"><b>NO</b></span>					
Labor Costs:	\$ <u>60</u>	Equipment Costs:	\$ <u>20</u>	Materials Costs	\$ <u>0</u>
<b>POLICE:</b>	<input type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	<b>Initial</b>	
Labor Costs \$		Equipment Costs \$		Materials Costs \$	
<b>FIRE:</b>	<input type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	<b>Initial</b>	
Labor Costs \$		Equipment Costs \$		Materials Costs \$	
<b>HVA:</b>	<input type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	<b>Initial</b>	
<b>DDA:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	<b>Initial</b>	<u>SBP</u>
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$	
<b>RISK MANAGEMENT:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	<b>Initial</b>	<u>MB</u>
Class I – Low Hazard					
Class II – Moderate Hazard <span style="float:right;">Event Sponsors must provide Certificate of Insurance naming City of</span>					
Class III – High Hazard <span style="float:right;">Plymouth as 'Additional Insured' including in the Description Box/Area.</span>					
Class IV – Severe Hazard					
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____					
APPROVED _____ NOT APPROVED _____ DATE _____					

City of Plymouth  
SPECIAL EVENT APPLICATION

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

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

Sponsoring Organization's Legal Name Street Marketing

Ph# 313-399-5231 Fax# \_\_\_\_\_ Email scott@streetmktg.com Website \_\_\_\_\_

Address 143 Cady Centre #246 City Northville State MI Zip 48167

Sponsoring Organization's Agent's Name SEE ABOVE Title \_\_\_\_\_

Ph# \_\_\_\_\_ Fax# \_\_\_\_\_ Email \_\_\_\_\_ Cell# \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Event Name July 4 Parade Ice Cream Social

Event Purpose Community Relations

Event Date(s) 7/4/22

Event Times 9A-1P

Event Location Kellogg Park

What Kind Of Activities? Ice Cream Truck w give aways / 10x10 Tent

What is the Highest Number of People You Expect in Attendance at Any One Time? 150

Coordinating With Another Event? YES  NO  If Yes, Event Name: July 4 Parade

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

Ice Cream Truck set up on Pennington Adjacent to the Park. Michigan Educational Credit Union sponsors with a 10x10 Tent in the park with give aways. After the Parade Free- Ice cream give-away in the Park

This Event was an annual in the Park Prior to Covid.

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):

7/4/23

Next year's specific dates:

7/4/23

\*\*\*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)

N/A

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

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

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

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

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

YES  NO

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



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

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

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

3/4/22  
Date

  
Signature of Sponsoring Organization's Agent

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

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

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

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

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

Signature 

Date 3/4/22

Witness \_\_\_\_\_

Date \_\_\_\_\_

**EVENT REVIEW**

EVENT NAME: July 4 Ice Cream Social

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

<b>MUNICIPAL SERVICES:</b> Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> (list reason for denial) Initial <u>CP</u>			
<u>NO SERVICES NEEDED</u>			
\$250 Bathroom Cleaning Fee Per Day of Event? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
Regular Time Costs: \$ <u>0</u>	Overtime Costs: \$ <u>0</u>	Equipment & Materials Costs: \$ <u>0</u>	
<b>POLICE:</b> Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> (list reason for denial) Initial			
<u>NO SERVICES NEEDED</u>			
Regular Time Costs: \$	Overtime Costs: \$ <u>0</u>	Equipment & Materials Costs: \$	
<b>FIRE:</b> Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> (list reason for denial) Initial <u>MS</u>			
Regular Time Costs: \$ <u>0</u>	Overtime Costs: \$	Equipment & Materials Costs: \$	
<b>HVA:</b> Approved <input type="checkbox"/> Denied <input type="checkbox"/> (list reason for denial) Initial			
<b>DDA:</b> Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> (list reason for denial) Initial <u>TB</u>			
Regular Time Costs: \$ <u>0</u>	Overtime Costs: \$	Equipment & Materials Costs: \$	
<b>RISK MANAGEMENT:</b> Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> (list reason for denial) Initial <u>MS</u>			
Class I – Low Hazard	<input type="checkbox"/>		
Class II – Moderate Hazard	<input checked="" type="checkbox"/>	<u>must provide certificate of insurance naming City of Plymouth as ADDITIONAL INSURED + in description area</u>	
Class III – High Hazard	<input type="checkbox"/>		
Class IV – Severe Hazard	<input type="checkbox"/>		
<b>APPROVED:</b>	<b>NOT APPROVED:</b>	<b>DATE:</b>	



## Administrative Recommendation

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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 - Public Hearing - Annual Review of Liquor Licenses & License Cap 03-21-22.docx*  
Date: March 16, 2022  
RE: PUBLIC HEARING – Liquor License Renewals & Cap on Licenses

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### Background

The members of the Local Liquor License Review (LLRC) Committee met prior to the City Commission meeting to make a recommendation to the City Commission related to the required review of the annual report related to Liquor Licenses related to the renewal, revocation and non-renewal of Licenses in the City. In addition, the LLRC made a recommendation related to the number of licenses allowed by Zoning classification.

The City Administration has previously posted a Public Hearing for the Annual Review of Liquor License Renewals for the City Commission for March 21, 2022. This is a normal part of our liquor workload during this time of year. We are required to review all our records related to each establishment. Often, we find that a few establishments owe the City either past due taxes, utility bills or other invoices and the notice serves a reminder of payments due to the City. The Notice of Public Hearing for Recommending Renewal, Revocation and non-renewal of Liquor Licenses usually inspires all of those with outstanding issues to contact the City Treasurer or other Departments to either make immediate payment or to make arrangements for payments. This action usually results in movement in the approval list.

During our agenda preparations as of Wednesday, March 16, 2022, we have found the vast majority of our establishments are in compliance with our Ordinance and there no significant issues. We have one establishment who has a number of MLCC Violations that were just recently adjudicated, which may cause some discussion.

The Local Liquor License Review Committee is anticipated to recommend that the City Commission recommend to the State of Michigan Liquor Control Commission that all establishments be renewed, except for Stella's Trakside and Stella's Tavern. The City Administration is not making any recommendations related to Greek Island/Ebenezer due to the recently adjudicated MLCC violations.

We can hold a second Public Hearing on April 4, 2022, to update the approved list and make any final recommendations to the State of Michigan.

Related to the Liquor License Cap, there are currently two licenses two licenses outside of the DDA that are "available" under the Liquor License Cap in the Ordinance. There are no additional licenses available under the terms of the cap within the DDA. There does not seem to be any additional demand for licenses inside the DDA currently. Outside of the DDA, we have a couple of projects that are "in

the hopper,” they include the Plymouth Ann Arbor Elks and the potential “Slider bar” at the old Plymouth Crossings location. Both are actively collaborating with the Community Development Department on their projects. However, we do not have any paperwork from the State of Michigan related to transferring a liquor license into those establishments. There may be other projects outside of the DDA that we are not aware of at this time, but we have received some phone calls asking for information. The City Administration is not recommending any increase in the number of licenses at this time.

**RECOMMENDATION:**

The LLRC met prior to the City Commission meeting, and it is anticipated that they will recommend to the City Commission the renewal of all licenses, EXCEPT for

- Stella’s Trackside
- Stella’s Tavern

It is unknown how the Greek Islands/Ebenezer recommendation will come from the LLRC. Except for that one establishment, there really have been no significant issues during the past year and any issue that did come up was immediately reacted to by the ownership of the establishment and corrections were immediate.

In order to assist the City Commission, we have prepared TWO proposed Resolutions approving the renewals as indicated and holding recommendations two establishments. We have also attached a proposed Resolution for the City Commission related to the cap on Liquor Licenses and calling for no increase this year.

We are also recommending that the City Commission have second Public Hearing on Monday, April 4, 2022, to make a final recommendation regarding the two establishments listed above. This will, allow them time to make arrangements related to any past due bills that may be outstanding.

Should you have any questions in advance of the meeting please feel free to contact either Chief Al Cox or myself.

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

Plymouth City Commission  
Commission Chambers  
201 S. Main  
Plymouth, MI 48170

*As of 03-14-22*

***ADMINISTRATIVE RECOMMENDATIONS ARE UPDATED and CURRENT AS OF 03-14-22 AND ARE SUBJECT TO CHANGE PENDING ADDITIONAL INFORMATION OR CORRECTIONS OR CONFIRMATION OF TAXES BEING PAID. This notice may be added to, changed, or amended.***

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

Administrative Recommendation for Approval of Renewal:

- Buon Vino Winery, LLC 849 Penniman
- Park Place Gastro Pub
- Compari's/Fiamma/Sardine Room 350 S. Main
- City of Plymouth Parks & Recreation
- D.B.A. – Barrio's on Forest Ave.
- Herrmann's Olde Towne Grill 195 W. Liberty
- Liberty Street Tavern – Norton X Brewing, LTD 149 W. Liberty (2 licenses)
- Mayflower Meeting House – Exclusive Catering, Inc.
- Mayflower – Lt. Gamble Post 6995 of Veterans of Foreign Wars of United States
- Nico & Vali – Italian Eatery – 744 Wing
- Plymouth Knights of Columbus Building Council #3292
- D.B.A. – Aqua – JJA, Inc. Starkweather & Main
- Pakwaan – 447 Forest Ave.
- DBA – Plymouth ROC – 1020 W. Ann Arbor Rd.
- E.G. Nick's T. Belli & Assoc., Inc.
- Penn Grill
- Sean O'Callaghan's Public House
- Westborn Market
- Ironwood Grill
- Bigalora

Administrative Recommendation for Non-Renewal for violation of the City Liquor Management Ordinance and hearing before the City of Plymouth Liquor Management Ordinance. The City is providing advance notice of the pending non-renewal recommendation to allow establishments to come into compliance with the City's Liquor Management Ordinance prior to final action on April 4, 2022.

- Stella's Traskside – Past Due Tax Bills
- Stella's Tavern – Past Due Tax Bills

No Administrative Recommendation due to recent adjudication of numerous State Liquor License Violations.

- Greek Islands/Ebenezer

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

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

**LOCAL LIQUOR LICENSE REVIEW COMMITTEE WILL MEET AT 6:30 p.m. ON MONDAY, March 21, 2022 TO MAKE A RECOMMENDATION TO CITY COMMISSION ON RENEWAL OF LIQUOR LICENSES. NON-RENEWAL ACTION WILL BE HELD UNTIL April 4, 2022.**

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

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## 2022 REPORT OF ALCOHOL RELATED POLICE INCIDENTS

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**TO:** PAUL SINCOCK, CITY MANAGER  
**FROM:** A.L. COX, DIRECTOR OF PUBLIC SAFETY *g.c. cox*  
**SUBJECT:** ALCOHOL RELATED INCIDENTS FOR PERIOD 1/1/2021-12/31/2021  
**DATE:** 3/14/2022

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### **Current MLCC Licenses in the City of Plymouth**

Alcohol by the Glass: 25 Active, 1 In Escrow (1 for every 351 residents)  
Packaged Liquor: 10 Active (1 for every 913 residents)  
Small Distiller: 1 In Escrow

### **Total MLCC inspections by Officers to every MLCC regulated establishment**

- Officers are required to perform MLCC inspections of all MLCC regulated establishments. This occurs monthly for alcohol by the glass establishments, including our packaged beer, wine, and liquor stores. Inspections consist of an Officer's walk-thru/observation of the establishment's employees, patrons, and service practices. A written checklist/report may also be completed.

MLCC Police Officer Inspections	2020	2021
Total	424	355

### **Total alcohol related Disorderly Conduct Calls For Service (CFS)**

- The following table displays all alcohol related Disorderly Conduct CFS for the referenced time period. Total CFS of this type are listed first, followed by those dispatched directly to the address of any licensed establishment. The last category is all other alcohol related Disorderly Conduct CFS around town. While 2021's numbers are slightly down, it should be noted that three included assaults were classified as felonies.

Alcohol Related Disorderly Conduct CFS	2020	2021
<b>Total</b>	<b>44</b>	<b>32</b>
Local Establishments	19	11
Other Areas Around Town	25	21



**Total alcohol related driving/motor vehicle CFS**

- All drunken driving incidents, including OWI 1st Offense, Repeat Offenders (OWI II & OWI III), Super Drunk, and Child Endangerment cases.

Alcohol/Motor Vehicle related CFS	2020	2021
Total	32	33

- In an effort to give you a better understanding of our total number, the following table breaks down the specifics regarding the types of drunks we encounter and in some cases an idea of their condition (Blood Alcohol Content over .17).

Year	OWI 1st Offense MISDEMEANOR	OWI 2nd Offense MISDEMEANOR	OWI 3rd Offense FELONY	Super Drunk .17 BAC or higher MISDEMEANOR	Total OWI Arrests	OWI Crashes
2020	22 (68%)	5 (16%)	0	5 (16%)	32	4
2021	18 (58%)	4 (13%)	1 (3%)	8 (26%)	31	5

**Total other alcohol related incidents**

- Includes such incidents as Minor in Possession, Open Intoxicants, Trespassing and other CFS involving alcohol not otherwise captured.

Other alcohol related incidents	2020	2021
Total	7	4

**Total alcohol related Malicious Destruction of Property (MDOP) CFS**

- Incidents involving MDOP in which the suspect is intoxicated or had been drinking.

Alcohol related MDOP CFS	2020	2021
Total	2	0

**Total alcohol related referrals to Hegira Health Inc.- Community Outreach for Psychiatric Emergencies (COPE)**

- This includes all alcohol related incidents in which a referral was made to COPE for either an immediate crisis situation or one in which a person is seeking help with alcohol or substance abuse.

Alcohol related COPE Referrals	2020	2021
Total	10	3

**Total Violation Reports Involving City MLCC Licensed Establishments**

MLCC Violation Reports	2020	2021
Total	11	5

**G.I. Poros (The Ebenezer)**

- 2/20/2021: Licensee engaged in an illegal occupation or illegal act upon the licensed premises, contrary to Rule 436.1011(1), specifically: allowing persons to participate in indoor gatherings while allowing the number of patrons indoors to exceed 25% of normal seating capacity, contrary to section 3(b)(4)(A) of the MDHHS Gatherings and Face Mask Order dated February 4, 2021.
  - **A Negotiated Settlement was reached. Licensee fully acknowledged the charge and paid a \$150 fine.**
  - **Total Fines= \$150**
- 2/26/2021: Licensee engaged in an illegal occupation or illegal act upon the licensed premises, contrary to rule 436.1011(1), specifically: allowing persons to participate in indoor gatherings at the licensed premises without requiring them to be seated, and allowing them to intermingle, contrary to section 3(b)(1) of the MDHHS Gathering and Face Mask Order dated February 4, 2021.
- 2/26/2021: Licensee engaged in an illegal occupation or illegal act upon the licensed premises, contrary to Rule 436.1011(1), specifically: allowing persons to participate in indoor gatherings while allowing the number of patrons indoors to exceed 25% of normal seating capacity, contrary to section 3(b)(4)(A) of the MDHHS Gatherings and Face Mask Order dated February 4, 2021.

- 2/27/2021: Licensee engaged in an illegal occupation or illegal act upon the licensed premises, contrary to rule 436.1011(1), specifically: allowing persons to participate in indoor gatherings at the licensed premises without requiring them to be seated, and allowing them to intermingle, contrary to section 3(b)(1) of the MDHHS Gatherings and Face Mask Order dated February 4, 2021.
- 2/27/2021: Licensee engaged in an illegal occupation or illegal act upon the licensed premises, contrary to Rule 436.1011(1), specifically: allowing persons to participate in indoor gatherings while allowing the number of patrons indoors to exceed 25% of normal seating capacity, contrary to section 3(b)(4)(A) of the MDHHS Gatherings and Face Mask Order dated February 4, 2021.
- 2/27/2021: Licensee engaged in an illegal occupation or illegal act upon the licensed premises, contrary to rule 436.1011(1), specifically: allowing persons to participate in indoor gatherings at the licensed premises without requiring them to wear face masks, contrary to section 7(a) of the MDHHS Gatherings and Face Mask Order dated February 4, 2021.
  - **A Negotiated Settlement was reached in reference to all five (5) of the above charges. Licensee fully acknowledged all five charges and paid a fine of \$300 for each of the acknowledged charges. Licensee also agreed to serve a fourteen (14) day suspension from 3/3/2021-3/17/2021.**
  - **Total Fines= \$1500**
- 4/9/2021: Licensee engaged in an illegal occupation or illegal act upon the licensed premises, contrary to rule 436.1011(1), specifically: allowing indoor gatherings at a food service establishment past 11:00 pm, contrary to section 3(b)(4)(B) of the MDHHS Gatherings and Face Mask Order dated March 19, 2021.
- 4/9/2021: Licensee sold or furnished alcoholic liquor to Kristin E. Perry, who was in an intoxicated or visibly intoxicated condition, contrary to Sections 801(1) and/or Section 1025(4) of the Michigan Liquor Control Code, MCL 436.1801(1) and/or MCL 436.2025(4).
- 4/9/2021: Licensee allowed Kristin E. Perry, who was in an intoxicated condition, to consume alcoholic liquor upon the licensed premises, contrary to Section 707(2) of the Michigan Liquor Control Code, MCL 436.1707(2).
- 4/9/2021: Licensee allowed Kristin E. Perry, who was in an intoxicated condition, to frequent or loiter upon the licensed premises, contrary to Section 707(4) of the Michigan Liquor Control Code, MCL 436.1707(4).
  - **A Negotiated Settlement was reached on all four charges from 4/9/2021. Charge 1 was Dismissed. Licensee fully acknowledged charges 2,3, and 4. Licensee paid a fine of \$600 for charge 2 and a fine of \$150 each for charges 3 and 4.**
  - **Total Fines= \$900**

**UPDATE TO DISPOSITION OF G.I. POROS INCIDENTS FROM 2020 (VIOLATION HEARING HELD ON 1/31/2022)**

- 8/15/2020: After-hours Sales/Consumption; Non-employees present on premises after-hours; Allowing Smoking on Premises
  - A total of nineteen (19) charges were leveled against the licensee by the MLCC. A Negotiated Settlement was reached as follows: Charges 1 and 2 were dismissed. Licensee fully acknowledged charges 3-19 and paid fines of \$100 each for charges 3-18 and \$300 for charge 19.
  - Total Fines= \$1900
- 8/23/2020: Licensee allowed overcrowding on the licensed premises, contrary to rule 436.1405(3).
  - A Negotiated Settlement was reached. Licensee fully acknowledged this single charge and paid a fine of \$200.
  - Total Fines= \$200

- ADDITIONALLY THE LICENSEE SERVED A THREE (3) DAY SUSPENSION FROM 2/21/2022-2/24/2022 SPECIFICALLY IN REFERENCE TO THE VIOLATIONS OF: 8/15/2020, 8/23/2020, 2/20/2021, and 4/9/2021.

**VWS Holdings, LLC (The Penn Grill)**

- 2/20/2021: Licensee engaged in an illegal occupation or illegal act upon the licensed premises, contrary to Rule 436.1011(1), specifically: allowing persons to participate in indoor gatherings while allowing the number of patrons indoors to exceed 25% of normal seating capacity, contrary to section 3(b)(4)(A) of the MDHHS Gatherings and Face Mask Order dated February 4, 2021.
  - Licensee waived their right to a Hearing and entered a plea of acknowledgement to this single charge and paid a fine of \$200.
  - Total Fines= \$200

**CONTINUE TO NEXT PAGE→**

**Total Police Notifications to MLCC regulated establishments**

- These notifications were telephone calls, emails, or face to face meetings with bar owners or management anytime Officers responded to an incident involving a subject(s) that consumed in their establishment (i.e. a visibly intoxicated subject that was arrested for drunk driving after having been served at a local bar).
- It is important to note that the information as to where a subject(s) was drinking is generally provided by an intoxicated person that, in the same breath, will tell us he/she had “two beers” when it is obvious they had much more.

<b>Establishment</b>	<b>2020</b>	<b>2021</b>
Aqua	0	0
Barrio Cocina Y Tequileria	0	0
Bigalora	1	0
Compari's/Fiama/Sardine Room	0	0
Cultural Center	0	0
E.G. Nicks	1	0
Greek Islands	4	4
Herman's Olde Town Grille	0	0
Ironwood	0	0
Liberty Street Brewing Co.	0	0
Mayflower Meeting House	0	0
Nico & Vali	0	0
Pakwaan Restaurant	0	0
Park Place Gastro Pub	0	0
Penn Grille	0	1
Pizza E Vino	0	0
Plymouth Knights of Columbus	0	0
Plymouth ROC	3	0
Sean O'Callaghan's	0	0
Stella's Trackside & Stella's Black Dog Tavern	0	0
Stella's Black Dog Tavern	1	0
The Honey Hole	0	0
The Post Local Bistro	3	1
VFW	0	0
Westborn Market	0	0
<b>Total</b>	<b>13</b>	<b>6</b>

## City Commission Resolution #1

### Renewal

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

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

WHEREAS On April 21, 2022, the City Administration presented the Liquor License Review Committee and the City Commission with information about the various Liquor licensed establishments in the City, and

WHEREAS The Local Liquor License Review Committee did make a Recommendation to the City Commission related to the renewal, revocation and non-renewal of all Liquor Licenses in the City, and

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby recommend to the Michigan Liquor Control Commission that the following licenses be renewed:

- Buon Vino Winery, LLC 849 Penniman
- Park Place Gastro Pub
- Compari's/Fiamma/Sardine Room 350 S. Main
- City of Plymouth Parks & Recreation
- D.B.A. – Barrio's on Forest Ave.
- Herrmann's Olde Towne Grill 195 W. Liberty
- Bearded Lamb Brewery
- Mayflower Meeting House – Exclusive Catering, Inc.
- Mayflower – Lt. Gamble Post 6995 of Veterans of Foreign Wars of United States
- Nico & Vali – Italian Eatery – 744 Wing
- Plymouth Knights of Columbus Building Council #3292
- D.B.A. – Aqua – JJA, Inc. Starkweather & Main
- Pakwaan – 447 Forest Ave.
- DBA – Plymouth ROC – 1020 W. Ann Arbor Rd.
- E.G. Nick's T. Belli & Assoc., Inc.
- Penn Grill
- Sean O'Callaghan's Public House
- Westborn Market
- Ironwood Grill –
- Bigalora –
- The Post Bistro –
- Honey Hole

BE IT FURTHER RESOLVED THAT the City Commission does hereby postpone until Monday, April 4, 2022, any recommendation related to the following establishments:

- Stella's Trackside – Past Due Tax Bills
- Stella's Tavern – Past Due Tax Bills
- Greek Islands/Ebenezer – Numerous MLCC Violations recently adjudicated

## City Commission Resolution #2

### Liquor License Cap

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

WHEREAS The City of Plymouth has a Liquor Management Ordinance related to  
The number of allowable liquor licenses in a particular zoning district, and

WHEREAS Annually the Local Liquor License Review Committee must make a  
Recommendation to the City Commission related to the number of  
Allowable liquor licenses per zoning district and they completed that  
Task on March 21, 2022.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby make no changes in the number of available liquor licenses in the City of Plymouth, based on Zoning Classification. The City Commission confirms that the number of licenses remain the same as in the current Liquor Management Ordinance, which is a cap of 16 licenses, as defined in the Liquor Management Ordinance for the B-2 Zoning District (DDA Area), and a cap of 12 licenses in total *(for all three zoning districts)* in any of the following the B-1, ARC and B-3 Zoning Districts.



## Administrative Recommendation

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

[www.plymouthmi.gov](http://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 - Patio Extensions outdoor dining platform guidelines - 03-21-22.docx*  
Date: March 18, 2022  
RE: Extended Dining Platforms 2022 Season

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### Background

The City Commission has been working with the restaurant owners to develop a program that would allow extended dining areas into parking spaces on the street for the summer season (April – October). The result of multiple meetings with members of the City Commission, restaurant owners, concerned citizen, and staff is the attached policy guidelines.

If the City Commission approves of the guidelines, then the City Administration is prepared to launch a web site as early as Tuesday for the complete packet of information and requirements. Completion of the on-line packet would allow the restaurant owner to obtain a permit for the extended space, which they can use to meet the requirements of the Michigan Liquor Control Act.

These guidelines will allow restaurants to either purchase a prefabricated kit or to build the deck themselves. The guidelines also require that the restaurant meet all of the guidelines for the American Disability Act, and it will be their responsibility to be in compliance and to defend their actions and the City on any action from the Federal Department of Justice. You will recall that late last summer the City received notice from the Federal Department of Justice indicating that extended patio areas must comply with the ADA, just as their inside areas must comply with the Act.

### Recommendation

Members of the City Commission have developed the attached Guidelines for Outdoor Dining Platforms for the summer of 2022. The members of the City Commission have worked with the restaurant owners to develop these guidelines.

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





# City of Plymouth

## 2022 Patio Extension Program

### Outdoor Dining Platform Guidelines

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

[www.plymouthmi.gov](http://www.plymouthmi.gov)  
Phone 734-453-1234  
Fax 734-455-1892

All requirements contained herein must be completed for an outdoor dining platform to be considered for approval as part of the 2022 City of Plymouth Patio Extension Program.

This policy works in tandem with the Outdoor Dining/Sidewalk Café Policy and does not supersede any provisions contained therein.

It is the responsibility of the owner to maintain adherence to federal (including ADA requirements), state (including Michigan Liquor Control Commission), and local regulations. The city will not accept responsibility for any damage whether direct or implied because of the construction, installation, or operation of the outdoor dining platforms.

The applicant must provide and keep in force \$500,000 general and \$500,000 liquor liability insurance with a \$1 million umbrella policy in which the city is named as additional insured as long as the permit is in effect. The applicant will file proof of endorsement of this insurance with the city as part of the permit application. The applicant shall also sign a hold harmless agreement as part of the application.

The city may revoke the permit if any of the conditions of the permit are not being met or if, for any reason, the city deems the occupation of the right-of-way is no longer desirable, or the city requires the area for any other purpose.

#### **Patio Extension(s)**

On Monday, May 18, 2020, the Plymouth City Commission passed a resolution authorizing City Administration to make additional public space available for use by dining establishments to expand their service area within the scope of the rules and regulations of the State of Michigan. In addition, the resolution designates public spaces in front of or on the side of a business as space available for use; this would include parking spaces.

During the 2021 year, the City of Plymouth once again allowed dining establishments the ability to use public spaces adjacent to their business, including parking spaces to be used for patio extensions.

Over the past two years, the city has spent considerable time, energy, and effort to assist in the installation, maintenance, and removal of patio extensions for its business community. With the health orders, restrictions, etc. changing, the City of Plymouth is still interested in helping its business communities as they rebound from the past couple of years, and it has taken the feedback from the businesses in its creation of the 2022 City of Plymouth Patio Extension Program.

While the City of Plymouth continues its discussions on potential long term “parklets,” one idea that has been discussed from the business community related to outdoor dining and patio extensions is that of dining platforms.

### **Dining Platform Location and Placement**

A dining platform is defined as a platform operated by an existing restaurant, bar, or other food serving establishment which sells food and beverage for immediate consumption, located on the adjacent parking space(s), alleys, streets, or other public property areas, for patrons and other persons, subject to design guidelines.

The dining platform must only be accessible from the sidewalk area and not from the street. The platform area shall use readily removable tables, chairs, umbrellas, railings, and planters. The perimeter must be secured by a railing and open to the air, except for any coverage provided by umbrellas.

The dining platform cannot exceed the width of the applicant’s storefront or public street frontage. If the parking space in front of the applicant’s frontage exceeds the width of the building, the applicant may request the use the entire parking space, within reason.

The dining platform must leave no less than a two-foot (2’) clearance offset on each end contained within the footprint of the designated parking spaces being used for the patio extension from adjacent parking spaces. A two-foot (2’) clearance offset will apply to the side that faces the traffic.

The dining platform must be flush with the sidewalk or top of curb level. There may be no more than a ½ inch horizontal space between the curb/sidewalk and the edge of the dining platform. The platform must provide a flat surface and match the slope of the existing street or 2%, whichever is less.

The dining platform shall not interfere with any public service facility or utility, such as telephone pole, light pole, traffic signal, tree, planter, mailbox, sign pole, mailbox, bench, planter, fire hydrant, etc. These elements may be incorporated into the design element of the platform as they are permanent fixtures in the city but will not be removed or relocated.

The dining platform must be designed and constructed in such a way to allow for the flow of storm water to run adjacent to the curb unobstructed.

The dining platform cannot be anchored into the street or existing curb.

### **Operation of Dining Platform**

Permits for the 2022 City of Plymouth Patio Extension Program to include dining platforms may be issued for a seven-month period from April 1 until November 1 and must be completely removed by November 4, 2022.

The owner of the dining platform will assume full responsibility for damage to public property caused by the placement and operation of a dining platform. The owner will also repair any damage to public property at their own expense.

The maintenance of the dining platform shall be the responsibility of the business owner including, but not limited to surface treatment and cleaning, litter control, rodent control, sweeping, and snow & ice removal. The sidewalk and public property shall be kept neat and clean and free from any substance that may cause damage to the sidewalk or public property (including parking spaces) or cause pedestrian injury.

Dining platforms must remain clear of litter, food scraps, and soiled dishes at all times. This includes areas on, around, next to, or underneath the platform. In addition, the outdoor dining area must remain clear of plates, cups, utensils, accoutrements, etc. when the outdoor dining platform is outside regular business hours. Chairs, tables, umbrellas, etc. must be kept contained and secured on the outdoor dining area and organized within reason at the end of each service day.

All alcoholic beverages to be served at dining platforms shall be prepared within the existing restaurant, and alcoholic beverages shall only be served to patrons seated at tables. The operator of the dining platform shall take all necessary action to procure the appropriate license(s) or permit(s) from the MLCC to serve alcoholic beverages on the dining platform and shall comply with all other laws and ordinances concerning the serving of alcoholic beverages in the state of Michigan.

Any establishment granted a permit by the city manager to operate a patio extension on sidewalks, parking spaces, or public property shall pay to the city treasurer a fee in the amount established by resolution of the city commission.

## Guidelines

To provide the most flexibility and provide options for the food servicing establishments, the outdoor dining platform may be purchased as a kit from a vendor or constructed using raw materials so long as either option conforms to the guidelines listed below. This section does not attempt to address each and every option available but provides reasonable framework for the establishment to reference while planning and submitting the plan to the city for consideration and approval.

The dining platform structure must be constructed of quality materials, such as pressure treated wood, or wood composite, vinyl, metal, etc. The floor of the dining platform must be constructed out of a composite material or wood (such as Ipe) in a neutral color such as brown or grey and reflect the characteristics of the restaurant or food establishment. The floor may also be constructed out of stone or tile in the same neutral colors as exemplified above.

Dining platform railings must be constructed of a rigid material (wrought iron, cast aluminum, steel, wood, composite, etc.) and be black, neutral, or a color matching the primary color of the building. Rails must meet specifications as defined by the MLCC for liquor serving establishments and any pertinent building codes. Rails must be attached securely to the platform and cannot be loose standing.

Dining furniture must be consistent with the quality and character of current outdoor dining permit furniture or other outdoor furniture commonly found in outdoor dining areas.

Umbrellas must be constructed of canvas/synthetic canvas material and be aesthetically compatible with the color scheme of the front building façade and contain no logo or advertising. Umbrellas when open shall be fully contained within the dining platform area and shall not hang over into any traffic lane and/or sidewalk area.

Lighting in the style of tabletop or accessory lighting such as “string lights” will be allowed on the outdoor dining platform.

Each outdoor dining platform shall contain a form of planter with live planting(s) maintained through the patio season (October 31).

RESOLUTION

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

WHEREAS The City of Plymouth has established Quality of Life as a priority for the community, and

WHEREAS As a part of the quality of life the city has allowed restaurants to use the public sidewalks Rights of way and alleys for outdoor dining in the summer season, which runs April to the End of October, and

WHEREAS The City Commission has allowed restaurants to use on-street parking areas for additional Outdoor seating areas, and

WHEREAS The City Commission will again allow the use of parking spaces for outdoor dining areas.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby adopt the 2022 Patio Extension Program Outdoor Dining Platform Guidelines as presented. Further, any costs/fees related to the inspection of parking space deck areas shall be paid by the affected restaurants. In addition, fees for lane marking delineators, curb stops, or other traffic control device shall be paid by the affected restaurants.

BE IT FURTHER RESOLVED THAT the City Clerk shall incorporate a complete copy of the 2022 Patio Extension Program Outdoor Dining Platform Guideline as a part of the Meeting Minutes.



## Administrative Recommendation

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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 - Marijuana Sales MRTMA Review - 03-21-22.docxx  
Date: March 17, 2022  
RE: Marijuana Sales Prohibition in City

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### Background

Previously, the City Commission directed the City Administration to annually review the possibility of either recreational or medical marijuana sales in the City. The City Commission also had a presentation from Plunkett Cooney Attorney Jeff Schroder in October of 2020 covering a wide range of issues related to marijuana. In March of 2020, the City Commission discussed marijuana issues and did not make any decisions related to opting in or out of the various marijuana programs.

A quick check of the state web site

<https://michigan.maps.arcgis.com/apps/webappviewer/index.html?id=cd5a1a76daaf470b823a382691c0ff60> shows no marijuana adult use, micro-business, medical provisioning centers in our immediate areas. The closest operations are in Redford Township, Inkster, City of Wayne, Ypsilanti, Ann Arbor, Walled Lake, and Whitmore Lake. Communities in Western Wayne County do not allow marijuana sales facilities in their communities. This would include Plymouth, Northville, Canton, and Van Buren Township.

It was recently reported by Bridge Michigan that *"nearly 80 percent of Michigan municipalities, 1,400 of 1,773, prohibit the sale of marijuana."* In addition, marijuana still remains prohibited by the Federal Government.

As an observation, we are finding that these types of facilities tend to be in college towns (*Ann Arbor, Ypsilanti*) and other areas where economic redevelopment is needed. We have seen that communities with depressed economic conditions allow these types of facilities into their community because of the required investment and upgrades to an economically challenged area as well as the tax revenue that that business will generate. It was reported that the state collected an estimated \$250 million in taxes from marijuana sales. Municipalities and counties will share 15% of that tax or about \$37.5 million.

The November 2021 Eastern Michigan University Citizen Survey asked a couple of questions related to this issue. They are as follows:

- Should the City permit marijuana sales in the downtown business district?
  - **NO** – 61.5%
  - Yes – 26.1%
  - Maybe – 12.3%
- Should the City permit marijuana sales in Old Village?
  - **NO** – 52.1%
  - Yes – 34.2%
  - Maybe – 13.7%
- Should the city permit marijuana sales outside the downtown business district and Old Village?
  - **No** – 42.6%
  - Yes – 40%
  - Maybe 17.4%

Based on the citizen survey there does not seem to be overwhelming support to bring marijuana operations into the city.

If the City chooses to “opt-in” to allowing marijuana, there are a number of issues that must be covered. This list is not all inclusive, but from a broad perspective we would need to do the following:

- \* Develop and adopt a regulatory ordinance to include: the number and type of establishments allowed (e.g.- provisioning center, grow facility, micro business etc.)
- \* Application process
- \* Rules and procedures to apply.
- \* Review criteria including merit-based selection criteria to be used if the City allows 5 establishments total and the state receives 10 applications - the City Commission would have to choose winners and losers.
- \* Review and amend most, if not all, zoning ordinances to reflect where and what type of marijuana establishments are permitted to locate.

Should the City “opt-in” and limit the number of establishments to say five, then there must be a competitive process that is run at the local level, without guidance from the State. The City Commission would have to choose “winners and losers.” Michigan Municipal League General Counsel advises that “the competitive process invites litigation.”

## Recommendation

The City Administration remains opposed to allowing marijuana sales in the City of Plymouth. While there may be some immediate financial gains, we see negative long-term impacts on the image and brand of the community. We do not see public sentiment from city residents for a marijuana shop next to the Dairy King or Hermann's Old Towne Grill. The Eastern Michigan University Survey clearly shows that there is not a significant support for this type of operation in the city from City residents.

Marijuana remains illegal at the federal level and a state law or local ordinance would not protect businesses or people from federal prosecution. In addition, we tend to see these types of operations in college towns or in potentially economically depressed areas.

At this time the City Administration recommends that the City Commission take no action on this matter and simply leave the current prohibition on medical and recreational marijuana sales in place. Taking no action will leave the current restrictions in place.



## **ADMINISTRATIVE RECOMMENDATION**

**To:** Paul J. Sincock, City Manager  
**From:** Al Cox, Director of Public Safety  
John Buzuvis, Community Development Director  
**CC:** S:\Community Development\John\John\City Manager Stuff\Recreational Marihuana 2018  
**Date:** 3/18/2022  
**Re:** Recreational Marijuana Annual Review

---

### **BACKGROUND:**

As you are aware the City Commission enacted an Emergency Ordinance, in December 2018, to opt-out of allowing “recreational marijuana” businesses in the City in advance of the Michigan Regulation and Taxation of Marijuana Act (MRTMA) taking effect on December 6, 2018. MRTMA decriminalizes the use and possession (with limits) of “recreational” marijuana by adults over the age of twenty-one. Additionally, the Act provides for the licensing of recreational marijuana businesses by the State. A recreational marijuana business, such as a marihuana retailer, may operate, by right, in any municipality in Michigan unless the municipality opts-out by ordinance. This statute does not replace the Medical Marijuana legislation enacted in 2016 and has many similarities and some key differences. One of the critical differences between the two laws is that communities had to “opt-in” to allow medical marihuana businesses in their communities whereas the recreational marihuana legislation requires communities to “opt-out” by ordinance to prohibit recreational marihuana businesses in their communities.

As of December 6, 2018, adults over 21 years of age can possess up to 2.5 ounces of marihuana on their person, grow up to twelve plants, and have up to ten ounces of marijuana “secured” at home. It is important to note that communities cannot opt-out of allowing this to take place in their communities. However, communities do have local control over deciding to prohibit recreational marijuana businesses from locating within their municipality. Communities may also choose to opt-in to allowing recreational marijuana businesses in their communities and may also limit the number of businesses allowed. As written the statute does not clearly authorize municipalities to choose what types of recreational marijuana businesses are permitted to operate in their jurisdictions. Some believe this issue will be settled in court at some point.

At the request of the City Commission the administration have reviewed the recommendation on recreational marijuana three times since December 2018. The administration continues to recommend remaining “opted out” of the allowance for recreational marijuana facilities, of any kind, in the city. There are several reasons for this as noted below. Namely, the industry is still in its infancy

in the state and even so many communities that allow marijuana facilities are experiencing issues with odors, challenges to their ordinance language, the development of ordinance language and designation of what areas of a community are available to house marijuana businesses. According to data available on the Marijuana Regulatory Agency's website only approximately 120 municipalities in the state have opted-in to recreational marijuana of Michigan's 1,773 municipalities. have opted in to allow recreational marijuana businesses in their communities.

Should the City Commission direct the administration to develop ordinance language it would be a monumental task and require significant resources that may impact the ability of the team to complete other tasks critical to the accomplishment of the City's strategic goals. The administration has reviewed various recreational marijuana ordinance language in the past and the City Commission should be aware that these ordinances are lengthy, complex, and would be extremely time consuming and expensive to develop and implement.

On March 15, 2022, the Detroit City Council postponed a vote on a revised ordinance to allow recreational marijuana facilities in the city. Their original ordinance approved in November 2020 was revised after U.S. District Judge Bernard Friedman ruled, in June 2021, that a criterion used in the ordinance to select successful applicants to locate a marijuana business in Detroit "gives an unfair, irrational and likely unconstitutional advantage to long-term Detroit residents over all other applicants." The processing of all marijuana licenses in the Detroit had been on hold since that ruling and the resulting injunction on issuing licenses. The original Detroit ordinance limited the number of available marijuana licenses to seventy-five total. Per the ordinance at least 50% of those licenses must go to longtime Detroit residents. The City of Detroit debated recreational marijuana ordinance language for two years prior to approving language in November 2020. This is one example of the many legal issues associated with ordinances of this type.

As part of the development of any ordinance allowing recreational marijuana businesses communities are required to have a "competitive process" in that ordinance. Per Sec. 9.4 of the MRTMA legislation "If a municipality limits the number of marijuana establishments that may be licensed in the municipality....and that limit prevents the department (State of MI) from issuing a state license to all applicants who meet the requirements...the municipality shall decide among competing applications by a competitive process intended to select applicants who are best suited to operate in compliance with this act within the municipality." In other words, municipalities are required by statute to choose winners and losers.

Communities anticipating litigation is a strong theme throughout the available information. Berkley, one of the communities that has opted-in, Mayor Dan Terrack said "My biggest concern with the language was making sure that the city was in a strong position...One thing we've at least heard is that there are challenges that are going to come from folks who've maybe applied and don't get a license..." In a Michigan Municipal League podcast, related to recreational marijuana, Chris Johnson the league's General Counsel said "...the competitive process invites litigation."

MRTMA legislation authorizes an excise tax on all licensed recreational marijuana establishments. The law further dictates how those tax revenues will be distributed in the following order:

- Costs (the state incurs) for the implementation, administration, and enforcement of the act
- Until 2022 (or at least 2 years) \$20 million annually to clinical trials approved by the FDA

- Fifteen percent to municipalities in which marijuana establishments are located (proportionate to the number of local licensed retail establishments)
- Fifteen percent to counties in which marijuana establishments are located
- Thirty-five percent to the School Aid Fund
- Thirty-five percent to the Michigan Transportation Fund

Based on 2020 sales those communities in the state that have opted in will receive approximately \$28,000 for each licensed adult-use marijuana retail store or licensed microbusiness. For example, the City of Ferndale has two (2) licensed facilities of this type and received approximately \$56,000 in revenue from the excise tax. For comparison's sake this amount of revenue is less than one-half of the cost to employ a police officer for one year.

In addition to developing a competitive process to award licenses as noted above the City Commission would be required to indicate the maximum number of marijuana businesses allowed in the community as part of the ordinance, assuming of course a limit would be placed on the same.

From an ordinance, regulation, zoning, and planning perspective, if the City Commission chose to opt-in, the administration and various departments, commissions and boards would have to develop and adopt a regulatory ordinance including the number and type of businesses permitted, an application process, rules and procedures, review criteria including merit-based selection criteria. In addition, from a zoning standpoint most, if not all, the City's zoning districts would need to be amended. This would include, but not be limited to, amending permitted and special uses within each zoning district and all associated ordinances and regulations to clearly define where the businesses could be located. For years, the city has had an ordinance that requires all businesses to abide by local, state, and federal law. The City of Westland, which has opted in, has a section in their ordinance that reads as follows: "As of the effective date of the ordinance codified in this chapter, marijuana is classified as a Schedule 1 controlled substance under federal law which makes it unlawful to manufacture, distribute, cultivate, provide, possess, dispense or transport marijuana. Nothing in this chapter is intended to grant immunity from any criminal prosecution under federal law."

**RECOMMENDATION:**

The Administration recommends that the City continue its position of opting out of the MRTMA . The administration believes that opting in at this time would require significant staff and consultant resource and would be fiscally demanding and does not have an identified and readily accessible funding source.

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

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby authorize the prior and express approval of the hiring of one full time Maintenance employee for the Department of Municipal Services to replace a position that is currently vacated.

MOTION PASSED 6-0

b. Annual Review of MRTMA

Mayor Pro Tem Moroz offered a motion for discussion, which was supported by Commissioner Sebastian.

Mayor Wolcott said he is comfortable with he recommendation to maintain the status quo of opting out of allowing marijuana businesses to open in the City. Mayor Pro Tem Moroz said he believes the issue should be further discussed when COVID-19 is no longer an issue. Commissioner O'Donnell said she would be uncomfortable authorizing anything that is not in compliance with federal law. Commissioner Deal added that she is concerned that the state hasn't clearly defined processes, therefore she is unwilling to put the City at risk. Commissioner Thomey clarified that there is no action required on this agenda item, just discussion. Commissioner Sebastian said the City should attend to the matters at hand before considering this issue further.

c. Authorization for Dewey Street Improvement and Update on 2020 Road Designs

The following resolution was offered Mayor Pro Tem Moroz by and seconded by Commissioner Thomey.

RESOLUTION #2020-28

WHEREAS The City of Plymouth has an infrastructure improvement plan for our local roads; and

WHEREAS Dewey Street between Byron and Ross Streets was scheduled for 2019, but the project was delayed until 2020; and

WHEREAS The City Engineer has received bids for this project and has recommended that the City Commission authorize the work in the spring of 2020.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a change order in the amount of \$495,599.00 for Pro-Line Asphalt to their 2019 Contract for work on Dewey Street this year. Further, that the City Commission authorizes \$42,500.00 for an Engineering Allowance on this project.

BE IT STILL FURTHER RESOLVED THAT The City Commission does hereby authorize a Construction Contingency for the Dewey Street Project in the amount of \$50,000.000.

BE IT STILL FURTHER RESOLVED THAT all work will be completed in accordance with the City Engineer's plans for the project.

MOTION PASSED 6-0

The City Commission then directed City Administration to work with the engineers to explore options for crosswalk upgrades at both the Main/Hartsough vicinity as well as at the Main St./Ann Arbor Trail and Harvey/Penniman intersections.

d. Art in the Park

Commissioner Deal asked the police and municipal services departments to be diligent about enforcing no parking signs during event setup. Public Safety Director Cox said that his department would be towing cars in no parking areas after a courtesy call is made to the owner.

MOTION TO APPROVE EVENT PASSED 6-0

9. REPORTS AND CORRESPONDENCE

## **Medical and Adult-Use Marihuana Facilities: Considerations for Municipal Decision to "Opt-In"**

**Jeffrey Schroder, Plunkett Cooney**

**Plymouth City Commission, October 5, 2020**

- I. Local Control**
  - A. City Commission authority to opt-out or opt-in and limit number of facilities
  - B. Ballot proposal threat
  - C. Community engagement survey
  - D. Regulatory ordinance and zoning ordinance options
  - E. Development of rules and procedures and relevant state regulations
  - F. Selection process and options
  
- II. Types of Facilities**
  - A. Medical Marihuana Facilities: Provisioning Centers, Growers, Processors, Secure Transporters, Safety Compliance Labs
  - B. Adult-Use Facilities: Retailers, Growers, Processors, Secure Transporters, Safety Compliance Labs, Microbusinesses, Consumption Lounges, Event Organizer
  - C. Co-location or stacking of facilities
  
- III. Other Concerns**
  - A. Revenue implications for city including application fees, license fees, and state revenue sharing
  - B. Litigation- other communities sued over license/permit awards
  - C. Conflict with Federal Law; State Attestation Requirement: Acknowledgement of Federal Law & Release of Liability
  - D. Banking issues
  - E. Security and Compliance Issues

# Detroit Free Press

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## MARIJUANA

# Detroit City Council delays vote on revised recreational marijuana ordinance



**Adrienne Roberts**

Detroit Free Press

Published 11:26 a.m. ET March 15, 2022

Detroit City Council on Tuesday postponed until next week a vote on an ordinance that would allow recreational cannabis businesses in the city.

A revised recreational marijuana ordinance was on Tuesday's agenda, but the vote was postponed to give council members and city officials more time to go over changes that have been made to the ordinance, said Council President Pro-tempore James Tate, who introduced the ordinance.

The new ordinance, which was introduced by Tate in February, stipulates half of the retail and grower licenses, among others, will go to so-called "equity applicants," which includes longtime Detroiters and people who live in communities where marijuana-related convictions are greater than the Michigan average.

Mark Snipes, CEO of West Coast Meds, a medical marijuana dispensary on the city's west side, spoke at the council meeting Tuesday. Snipes showed a picture of his dispensary's lobby, which was closed because Snipes said he can't afford to stay open.

"It's another day of missed opportunity," he said of the inability to sell to recreational users.

The City Council passed the original ordinance allowing recreational marijuana businesses in Detroit in November 2020. The vote was unanimous..

**More:** Detroit has no recreational pot businesses. That could soon change.

**More:** Young workers are changing the dynamics of Michigan's labor market

But that ordinance had to be revised because U.S. District Judge Bernard Friedman in June said the process for obtaining a recreational marijuana license outlined in the

ordinance "gives an unfair, irrational and likely unconstitutional advantage to long-term Detroit residents over all other applicants."

Since then, the process of obtaining a license has indefinitely been on hold in the city until a new ordinance can be passed.

*Contact Adrienne Roberts: amroberts@freepress.com.*



(Shutterstock)

-  February 25, 2022
-  [Zahra Ahmad](#)
-  [Business Watch](#)
-  [Michigan marijuana](#)

SHARE THIS:



LANSING — Michigan’s marijuana prices hit all-time lows in January, which is great for retailers and customers but has smaller growers sounding alarms.

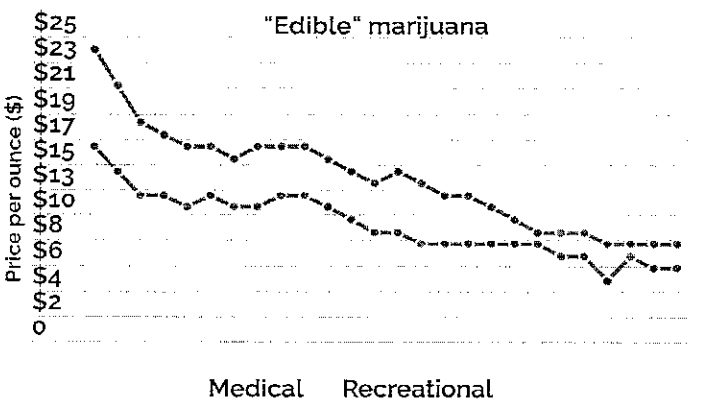
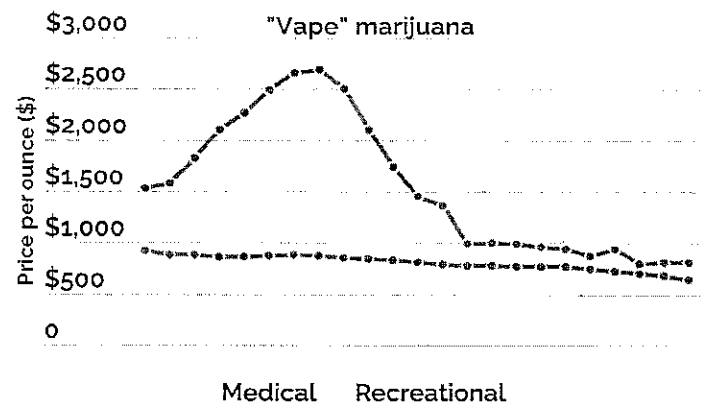
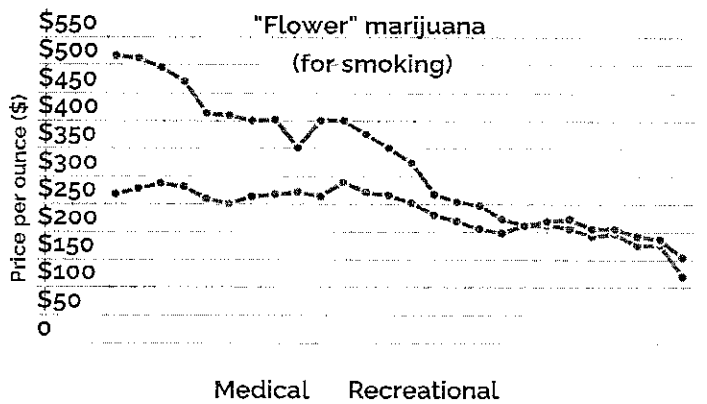
Record marijuana supply is driving down prices so much customers are buying it at record rates. There’s 55 times more pot on the market and people are purchasing it at 16 times the rate since marijuana hit the market two years ago, state records show.

Prices are now lower than they were 30 or 40 years ago when pot was illegal: The average price for an ounce, 28 grams, fell 70 percent to \$152 in January from \$516 in



# Legal marijuana prices fall as demand skyrockets

The prices for medical and recreational marijuana have fallen steadily as more dispensaries open and sales have soared. For instance, total sales of recreational "flower" marijuana in January — \$60.8 million — were 15 times higher than in December 2019. But the current price for an ounce, \$153, is 30 percent of the \$516 it cost in 2019.



Source: Michigan Marijuana Regulatory Agency

— Mike Wilkinson



Some dispensaries in Kalamazoo are selling an ounce for as low as \$50, while the average price for a gram in Michigan is \$5, less than half the national average.

#### Related:

- [Michigan's largest marijuana farm coming to tiny village, ready or not](#)
- [Federal help may be on the way for Detroit's budding weed industry](#)
- [Recreational pot is nestling comfortably into small-town Michigan](#)

"The buzzword right now about the market is growth, but I think we're entering a stage where the prices and supply are meeting demand and it's stabilizing," said Andrew Brisbo, executive director of the Michigan Marijuana Regulatory Agency.

In all, Michigan has grown rapidly to become the fourth-largest marijuana market in the nation, with \$1.8 billion in sales in 2021. Voters legalized recreational marijuana in November 2018, but it took the state another year to set up the licensing framework for sales.

While customers benefit from lower prices, small and mid-sized growers say they are struggling to match the prices of larger operations.

Competition among marijuana growers is increasing as more cities allow operations: In the past year, the number of municipalities allowing marijuana businesses jumped to 118 from 87, while the number of licensed businesses jumped by nearly 150 to 1,238.

The prices entice customers like Haley Poag of East Lansing, who had avoided buying weed from dispensaries to avoid Michigan's 10 percent excise tax on marijuana.

SPONSOR

"I have accounts with a couple of the dispensaries here so I get texts when they're having deals and that's always when I buy," Poag said.

Justin Palmatier, who owns Lake Effect and Doja dispensaries in Portage, said retailers were able to buy marijuana at low prices and increase sales. When his dispensary dropped its price per gram to \$5, competitors quickly matched it.

When Lake Effect began selling an ounce for \$100, or 28 grams, some competitors dropped their price to \$75, Palmatier said.

"If a local competitor were to drop their prices, we have to match or beat them," Palmatier said. "When prices drop, we start racing to the bottom."

Brisbo said he's not sure when the retail price will bottom out. Until prices start increasing, some growers say they're struggling to make a profit.

Large marijuana growing operations are opening more regularly, squeezing out smaller operations, said Chris Krestchmer, general manager at Homegrown Cannabis Company in Lansing, which grows marijuana for wholesale and sells it at retail.

In two years, the number of growers has nearly quadrupled to 1,238, and more than a third of those — 458 — are classified as Class C, larger operations that can harvest 2,000 to 10,000 plants.

In one year, the amount of recreational pot on the market jumped from 273,453 pounds to more than 1 million pounds, state records show, creating an oversaturated market.

"We knew it was coming, but it came quicker and more aggressive than anyone anticipated," Krestchmer said. "It's become a tough game for us."

Operators of some farms — such as a massive one planned in Lawrence in southwest Michigan — worked with communities to change ordinances that allowed them to combine multiple licenses to grow even more marijuana.

Krestchmer said farmers will continue to struggle until more cities allow marijuana shops to open or the state limits the number of licenses a grower can have at one time.

Nearly 80 percent of Michigan municipalities, 1,400 of 1,773, prohibit the sale of marijuana, while the state now allows local municipalities to regulate how much is grown in their towns.

Cities, especially struggling ones, have an economic motive to allow bigger operations.

Michigan's 10 percent sales tax on pot — which is paid atop the normal 6 percent sales tax — is on the lower end of the 18 states where marijuana is fully legalized. In Washington, for instance, tax is 37 percent tax, while it's 16 percent in Arizona.

Last year, Michigan collected an estimated \$250 million taxes from marijuana sales. Cities and counties each get 15 percent of that excise tax.

A small community like Lawrence — population 1,000 — can get \$200,000 from a large operation, or twice its annual budget from marijuana.

"When you see larger (growers) coming in and growing thousands of square foot of product, (then) releasing it for lower prices, it forces everyone else to fall in line behind that price," Palmatier said.

"The smaller guys can't compete at that price level and they're not going to find that out till it's too late. So, they might end up shutting down."

Palmatier is concerned that when smaller grow operations shut down, large companies will raise their prices when the price bottoms out and limit the market.

"Eventually, I think we will see fewer options at higher prices from these larger companies," Palmatier said.

SPONSOR

Palmatier and Krestchmer said Michigan is five years behind the marijuana crisis hitting growers in states like California and Oregon now.

In California, which has the lowest marijuana prices and largest market, small growers can't compete with larger operations that can afford the state's licensing fees and taxes, which include a 15 percent excise tax, 7.25 percent sales tax and local sales taxes of another 1 percent or more.

Shelly Edgerton, board chair of the Michigan Cannabis Manufacturers Association, said growers will work through the state's marijuana market adjustments. The association is a lobbying agency for some of Michigan's largest marijuana corporations.

"As with any business, lower prices in the cannabis industry can impact your business model," Edgerton said in a statement Thursday. "Michigan's cannabis industry is a viable marketplace and will continue to grow to serve the state's patients and adult-use customers."

### **Related Articles:**



Product on display at Utopia Gardens, which sells medical cannabis on Lafayette Street just east of downtown Detroit. | LARRY A. PEPLIN FOR CRAIN'S DETROIT BUSINESS

# What's at stake as lawsuit holds up Detroit recreational cannabis program

BY ANNALISE FRANK

The cannabis industry is watching and waiting as a lawsuit challenging Detroit's rigorous equity program for recreational marijuana creeps closer to a ruling.

Under the city's regulations, longtime residents and those with marijuana-related convictions or low incomes get first priority in the license review process for opening a cannabis business. Applications began April 1, but a week later a legal challenge halted that process, leaving the adult-use cannabis business in Detroit frozen in limbo.

A March 2 lawsuit by resident Crystal Lowe argues that the preference rules, dubbed the Legacy Detroit program, are unconstitutional and "unfairly favor" a specific group

of residents, discriminating against nonresidents and those who live in the city but don't fit the checklist.

While no official ruling has been made, U.S. District Judge Bernard Friedman said Thursday he agrees.

Friedman wrote in a new order that he was issuing a preliminary injunction "because the city ordinance governing the process for obtaining a recreational marijuana retail license gives an unfair, irrational, and likely unconstitutional advantage to long-term Detroit residents over all other applicants."

In practical terms, it means the city remains blocked from processing licenses in recreational cannabis. The process first got put on hold April 7 with a temporary restraining order. The new action Thursday shows the case is advancing, and

that there's more likelihood the plaintiff will succeed at trial.

Friedman wrote that the ordinance's "favoritism ... embodies precisely the sort of economic protectionism that the Supreme Court has long prohibited." He added that the "defendant has failed to show that its stated goal of assisting those who have been harmed by the War on Drugs is advanced by reserving fifty percent or more of the recreational marijuana licenses for those who have lived in Detroit for at least ten years."

Despite its large medical cannabis industry, Detroit originally opted out of recreational pot when it got greenlit by Michigan voters in 2018.

## It's not just about retail

A lot of the talk over Detroit's adult-use cannabis ordinance revolves around dispensaries because of a 75-license cap on licenses.

But the rules actually cover licensing for 10 different sectors of the cannabis business, including:

- ▶ Medical marijuana provisioning center
- ▶ Adult-use retailer establishment
- ▶ Grower
- ▶ Processor
- ▶ Safety compliance facility
- ▶ Marijuana event organizer
- ▶ Temporary marijuana event
- ▶ Microbusiness
- ▶ Designated consumption lounge
- ▶ Secure transporter

See **CANNABIS** on Page 20

Michigan Region told WILX-10 in Lansing that it was seeing the lowest

scheduled orders of specific products, the organization said in an emailed

Even if it costs more to secure the blood from other centers, it can't pass

MILWAUKEE

Blood is big business. The global



BLOOMBERG

"Obviously there are great concerns about this ordinance and whether it's constitutional," said Jeffrey Schroder, co-leader of Bloomfield Hills-based law firm Plunkett Cooney PC's cannabis industry group. "There are other communities that have given preferences to local residents or property owners or businesses in their applications. ... except when you look at other communities that have done that, it hasn't been as strong as the Detroit legacy program. So I think that's why this one made it quickly to the federal courts."

Right now, Detroiters seeking non-medical cannabis must leave the city for nearby communities with adult-use shops galore, like Ferndale and Hazel Park. Existing Detroit medical cannabis retailers want to get into the adult-use market to compete. In three to five years or less, Schroder predicts, a business won't be able to hold out if they're approved for just medical use.

"The Detroit facilities are hamstrung right now," Schroder said. "They've invested a lot of money ... now the city's saying you cannot get an adult-use license ... unless you follow this process, and we're going to give preference to legacy Detroiters."

Schroder said he respects the city's goal. But still, he argues, the regulations say to someone who's invested in the industry already in Detroit and done everything legally that they need to wait in line until, just maybe, getting a shot to enter the market.

Rebecca Colett, founder of the Detroit Cannabis Project and CEO of wholesale cannabis brand Calyxum, has been helping cannabis entrepreneurs create businesses under the statewide social equity program and Detroit's legacy rules.



Schroder



Colett

have lived there for 10 of 30 years and have a marijuana-related conviction, or a parent who was convicted of a marijuana-related crime before the applicant turned 18 years old.

Lowe's mother has a marijuana conviction, but it was when Lowe was 19, according to court documents.

The lawsuit argues that with Detroit's rules, legacy applicants will get the great majority of the licenses because they're ahead in line, and there's no cap on how many of the 75 licenses they can get.

The city denied the allegations in an April 6 response to Lowe's complaint. The city's legal team argued that the legacy program is not discriminatory, but rather provides "equal footing" in competition.

After the judge's Thursday order, though, the city is offering to make changes to its rules. Still, it refuses to concede on giving its residents preference in some way.

"We will review the decision and can develop a revised plan to address the judge's concerns," Kim James, chief administrative corporation counsel for the city, said in a statement to Crain's. "In the meantime, one thing is for certain: the City of Detroit will not issue any adult use marijuana licenses unless there is legal assurance that Detroiters will receive a fair share of those licenses."

A request for comment from Lowe's lawyer was not returned.

### Watching closely

Among those following this case are prospective entrepreneurs, established medical cannabis businesses in the city and those who want to see equity in an arena known for resulting in the arrests of Black Americans at a rate 3.6 times more than their white counterparts, according to the American Civil Liberties Union.

the lawsuit argues, she has little to no chance of getting a license.

The adult-use ordinance gives preference in a couple ways: It allows for up to 75 retail licenses in the city, and at least half of those must go to Legacy Detroiters applicants. They also get priority in a tiered application review process, pay less in fees to get started and get land discounts.

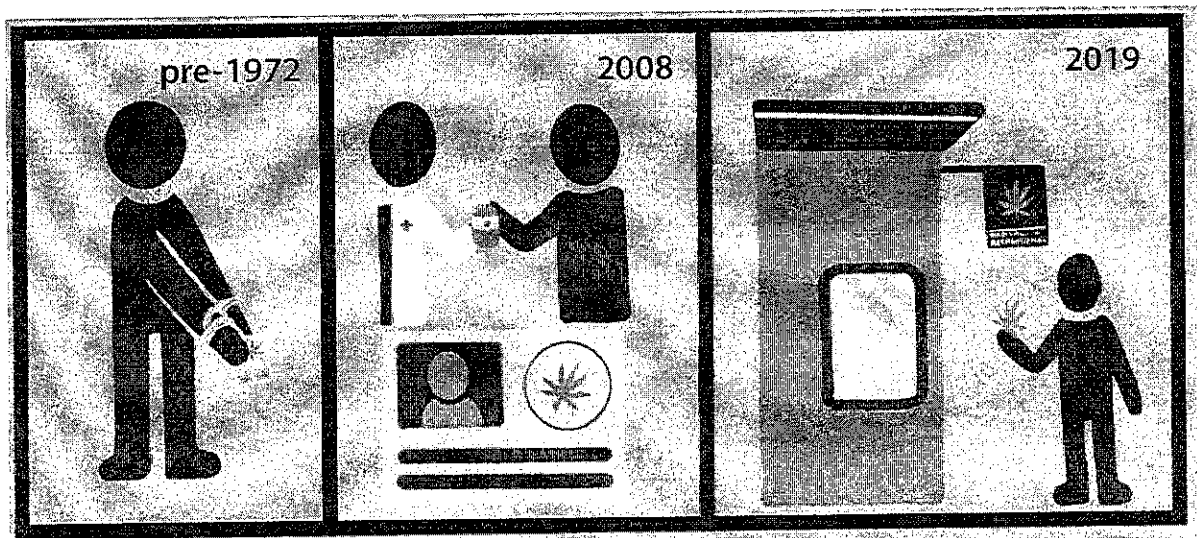
To qualify for the Legacy Detroiters program, an applicant must have lived in the city for 15 of the last 30 years; have lived there for 13 of 30 years and qualify as low-income; or

# The Michigan Daily

BUSINESS

## The past, present and future of the cannabis industry in Michigan

by George Weykamp  
March 3, 2021



Design by Erin Shi Buy this photo.

Since recreational marijuana was legalized in the state of Michigan in 2018, local dispensaries in the city of Ann Arbor have continued to see success in the cannabis industry.

On Nov. 4, 2008, the state of Michigan passed the Michigan Medical Marijuana Initiative, which enabled the legal consumption of up to 2.5 ounces of cannabis if accompanied with a doctor's note. This change marked the first time cannabis was legal in any capacity in the history of the state of Michigan.



A decade later in November 2018, Michigan became the 10th state in the nation — and the first in the Midwest — to legalize recreational marijuana. One year later in December 2019, dispensaries were approved to legally sell recreational cannabis products.

The transition from medical to recreational cannabis has not been without complications. Al Moroz, manager of Arbors Wellness, a recreational and medicinal dispensary on East Liberty Street, said he ran into bureaucratic challenges while working to incorporate recreational sales into his business. Moroz said some of the challenges he faced included increased paperwork to obtain licenses and building trust within the community.

“With cannabis, all the obstacles you face are on the front end,” Moroz said. “The obstacles you face are getting through the licensing process, getting the cities, the communities, the counties and the states to sign off on your ability to be a licensed and recognized establishment.”

Moroz said the company also saw problems with demand exceeding supply early on in the transition. He said this issue was addressed when laws instituted by the state requiring the separation of recreational and medical cannabis enabled Arbors Wellness to ensure they could adequately supply their medical patients.

Despite Arbor Wellness’s optimal location on East Liberty Street, Moroz said University of Michigan students don’t contribute nearly as significantly to their business as Ann Arbor residents do. Moroz said he believes the increased tax for recreational cannabis causes the younger generation and college-aged students to continue to purchase off of black markets. Recreational marijuana is subject to a 10% excise tax along with the regular 6% sales tax in the state of Michigan.

“The people who have expendable income currently are adults,” Moroz said. “A lot of the younger generation, the people with less of a stable career and income, are probably more likely to purchase off the black market.”

Mark Osbeck, clinical professor of law at the University who specializes in marijuana law, said he believes the criminalization of marijuana led to wasted resources and increased prison densities, a consequence that **disproportionately** affects Black communities.

“There’s been a lot of wasted law enforcement resources enforcing marijuana (violations),” Osbeck said. “Governments have been arresting and convicting people of mere possession offenses. Most people think that’s ... detrimental to the communities that are affected by (arrests), primarily minority communities.”

Osbeck said there were both political and economic benefits to legalizing marijuana, noting that the profits on illegal cannabis were previously nontaxable, but are now being taxed at a **higher** rate and generating state revenue. Osbeck also said legalization ensures cannabis is **federally regulated** and reduces the risk of the marijuana being laced with other more harmful substances.

“Economically, the benefits are diverting money that was going to illegal cartels into legalized businesses that are taxable,” Osbeck said. “That money is coming back to states in the form of revenue (the state) can use for schools or whatever else they want to use it for.”

While Osbeck said he was pro-legalization and decriminalization, he said full legalization was a double-edged sword. Osbeck said there are several **health issues** that are attributed to increased marijuana use among young people, and **around 9%** of cannabis users become dependent on it.

LSA sophomore Mutaz Faqqouseh, who has a medical marijuana card to manage ulcerative colitis, said the legalization of recreational marijuana in the state of Michigan has made it easier to access cannabis. Faqqouseh is from Florida, a state where recreational cannabis is **not** legal, which increases the demand and makes it harder to obtain medical marijuana cards.

“There’s definitely a higher demand for medical cannabis in Florida than in Michigan,” Faqqouseh said. “It is definitely more difficult for me to get it

here (in Florida) than it is in Michigan.”

Faqqouseh also said the legalization of recreational cannabis in Michigan has reduced the stigma of using medical marijuana, a shift that has made him feel more accepted for using it in Michigan than in Florida.

“When people hear medical marijuana ... they just think ‘Oh he’s smoking weed,’” Faqqouseh said. “Since recreational marijuana’s been legal in Michigan ... there’s definitely more acceptance to (cannabis) especially around the older people.”

The city of Ann Arbor has a long history of passing cannabis-friendly legislation. In 1972, Ann Arbor enacted a penalty of \$5 for the possession of marijuana, becoming the first city in Michigan to remove criminal penalties for cannabis possession. The anniversary of the passage of this legislation has developed into the annual **Hash Bash** celebration on the Diag, which originated as a protest against reimposing criminal laws against controlled substances in Michigan. Hash Bash shifted to an online celebration during the COVID-19 pandemic in 2020.

Jack Edelstein, owner of Apothecare Ann Arbor on Plymouth Road, said Ann Arbor’s progressive cannabis policies have made the cannabis market in the city one of the most competitive in the state and has allowed for over two dozen dispensaries to open city-wide. Under the current state law, local municipalities can still prohibit the sale of marijuana and operation of dispensaries within their city.

“The main distinguisher of the market for the (dispensaries) are the local ordinances,” Edelstein said. “There are many towns, municipalities and jurisdictions in Michigan that did not opt in to allow marijuana sales ... Ann Arbor is probably one of the more competitive cities in terms of the number of provisioning centers.”

Green Wolverine, a Ross student organization based in cannabis advocacy on campus, was formed in 2017 to further explore the relationship between cannabis and business. University alum Adam Rosenberg, the founder of Green Wolverine, said the cannabis industry is growing

dramatically in Michigan, and Green Wolverine's goal is to inform students about opportunities in the industry.

"We've seen the maturation of the medical cannabis market in Michigan as well as the brand-new adult-use cannabis use market," Rosenberg said. "We're seeing new companies emerging in the space ... bringing with them new methods of investment, new brands (and) new products."

*This article has been updated to clarify the origin of Hash Bash.*

*Daily Staff Reporter George Weykamp can be reached at [gweykamp@umich.edu](mailto:gweykamp@umich.edu).*

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County	Municipality	Grower-Class A	Grower-Class B	Grower-Class C	Processor	Retailer	Safety Compliance	Secure Transporter	Microbusiness	Event Organizers	Temporary Events	Designated Consumption Establishments
Alger	Munising Township	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap
Allegan	Allegan	no cap-zoning dependent	no cap-zoning dependent	no cap-zoning dependent	no cap-zoning dependent	no cap-zoning dependent	no cap-zoning dependent	no cap-zoning dependent	no cap-zoning dependent	no cap-zoning dependent	no cap-zoning dependent	no cap-zoning dependent
	Saugatuck Township	no cap	no cap	no cap	opt-out	no cap	no cap	opt-out	opt-out	opt-out	opt-out	opt-out
	Bay City	25	25	25	25	50	25	25	25	25	opt-out	opt-out
Barren	Niles	no cap	no cap	no cap	no cap	4	no cap	no cap	4	no cap	no cap	no cap
	Benton Harbor	3	3	4	7	4	3	3	3	1	opt-out	opt-out
Branch	Buchanan	5	5	5	5	5	5	5	1	1	1	2
	Coldwater	unspecified-zoning dependent	unspecified-zoning dependent	unspecified-zoning dependent	unspecified-zoning dependent	unspecified-zoning dependent	unspecified-zoning dependent	unspecified-zoning dependent	unspecified-zoning dependent	opt-out	opt-out	opt-out
Calthoun	Ovid Township	opt-out	opt-out	opt-out	opt-out	2	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out
	Quincy, Village of	15	15	15	5	3	5	1	5	opt-out	opt-out	opt-out
Cass	Battle Creek	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	opt-out	opt-out
	Marengo Township	5	5	60	9	opt-out	1	1	opt-out	opt-out	opt-out	opt-out
Chippewa	Bedford Charter Township	no cap - needs to have equivalent license in medical	no cap - needs to have equivalent license in medical	no cap - needs to have equivalent license in medical	no cap - needs to have equivalent license in medical	no cap - needs to have equivalent license in medical	no cap - needs to have equivalent license in medical	no cap - needs to have equivalent license in medical	opt-out	opt-out	opt-out	opt-out
	City of Springfield	3	3	3	3	3	3	3	0	0	0	0
Clinton	Marshall	no cap	no cap	no cap	no cap	opt-out	2	no cap	opt-out	opt-out	opt-out	opt-out
	Marcellus Township	no cap	no cap	no cap	4 total between MIMFLA and MRTMA	4 Total Licenses between Retailers and Provisioning Centers (MIMFLA)	3 total between MIMFLA and MRTMA	3 total between MIMFLA and MRTMA	2	opt-out	opt-out	opt-out
Dickinson	Penn Township	Outdoor Grows-no cap, Indoor Grows-6 locations	Outdoor Grows-no cap, Indoor Grows-6 locations	Outdoor Grows-no cap, Indoor Grows-6 locations	10	opt-out	no cap	no cap	10	opt-out	opt-out	opt-out
	Pickford Township	no cap	no cap	no cap	no cap	opt-out	5	5	opt-out	opt-out	opt-out	opt-out
Eaton	Sault Ste. Marie	no cap	no cap	no cap	no cap	no cap	no cap	no cap	opt-out	opt-out	opt-out	opt-out
	Clare	no cap	no cap	no cap	no cap	opt-out	no cap	no cap	opt-out	opt-out	opt-out	opt-out
Genesee	Dewitt Charter Township	Restricted to Districts: I-L, I-H, I-P	Restricted to Districts: I-L, I-H, I-P	Restricted to Districts: I-L, I-H, I-P	Restricted to Districts: I-L, I-H, I-P	opt-out	Restricted to Districts: I-L, I-H, I-P	Restricted to Districts: I-L, I-H, I-P, BC	opt-out	opt-out	opt-out	opt-out
	Iron Mountain	2	2	100	2	2	no cap	no cap	opt-out	opt-out	opt-out	opt-out
Gladwin	Windsor Charter Township	10	10	100	10	opt-out	5	3	opt-out	opt-out	opt-out	opt-out
	Burton	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap
Grand Traverse	Flint	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap
	Hay Township	opt-out	opt-out	opt-out	opt-out	1	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out
Hillsdale	Ironwood	2	2	2	2	2	no cap	no cap	2	2	opt-out	opt-out
	Gartield Township	opt-out	opt-out	opt-out	opt-out	opt-out	3	opt-out	opt-out	opt-out	opt-out	opt-out
Reading	Camden, Village of	no cap	no cap	no cap	6	5	6	6	2	2	opt-out	opt-out
	Jefferson Township	2	2	2	opt-out	opt-out	1	1	2	2	opt-out	opt-out
Reading	Reading	no cap	no cap	no cap	5	3	5	5	1	1	opt-out	opt-out

\*\*\*UPDATED: 1/28/2022\*\*\*

MRTMA Opt-Ins

# Municipalities that ALLOW marijuana sales



Montcalm	Crystal Township	opt-out	opt-out	opt-out	opt-out	2	2	4 Total Licenses between Retailers, Microbusinesses and Provisioning Centers (MMFLA)	2	opt-out	2	opt-out	4 Total Licenses between Retailers, Microbusinesses and Provisioning Centers (MMFLA)	opt-out	opt-out	opt-out	opt-out	opt-out
	Edmore, Village of		2			2	1		4	4	4	1		opt-out	opt-out	opt-out	opt-out	opt-out
Muskegon	Dalton Township	no cap A/R/NC zoning only	opt-out	opt-out	opt-out	opt-out	2 Total for Retailer and Provisioning Centers C-2 zoning only	2 Total for Retailer and Provisioning Centers	no cap D-1 zoning only	no cap D-1 zoning only	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out
	Muskegon Charter Township	unspecified	no cap	unspecified	no cap	unspecified	unspecified	unspecified	no cap	unspecified	no cap	unspecified	unspecified	opt-out	opt-out	opt-out	opt-out	unspecified
	Muskegon Charter Township	unspecified	no cap	unspecified	no cap	unspecified	unspecified	unspecified	no cap	unspecified	no cap	unspecified	unspecified	opt-out	opt-out	opt-out	opt-out	unspecified
	Grant	opt-out	opt-out	opt-out	opt-out	opt-out	1	no cap	1	1	1	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out
	White Cloud	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	opt-out	opt-out	opt-out	opt-out	opt-out
	Barkley	opt-out	opt-out	opt-out	opt-out	opt-out	1	1	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out
	Ferdie	opt-out	opt-out	opt-out	opt-out	opt-out	3	1	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out
	Lake Orion, Village of	opt-out	opt-out	opt-out	opt-out	opt-out	2 Total for Retailer and Provisioning Centers	2 Total for Retailer and Provisioning Centers	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out
	Orion Charter Township	opt-out	opt-out	opt-out	opt-out	6	2	opt-out	2	2	2	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out
	Pleasant Ridge	opt-out	opt-out	opt-out	opt-out	2	2	2	2	2	2	1	1	opt-out	opt-out	opt-out	opt-out	opt-out
	Royal Oak	1	1	1	1	1	1	1	no cap	1	1	1	2	opt-out	opt-out	opt-out	opt-out	opt-out
	Leawitt Township	10	10	10	10	2	2	2	no cap	no cap	no cap	5	5	opt-out	opt-out	opt-out	opt-out	opt-out
	Newfield Township	10	10	10	10	2	2	opt-out	2	2	2	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out
	Bohemia Township	unspecified	unspecified	unspecified	unspecified	unspecified	unspecified	unspecified	unspecified	unspecified	unspecified	unspecified	unspecified	opt-out	opt-out	opt-out	opt-out	unspecified
	East	3	3	3	3	3	3	3	no cap	3	3	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out
	Oscoda Charter Township	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	opt-out	opt-out	opt-out	opt-out	opt-out
	Big Creek Township	5	5	5	5	5	2 (must be co-located facilities)	5	5	5	5	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out
	Gaylord	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	opt-out	opt-out	opt-out	opt-out	opt-out
	Crocker Township			2		1	2	2	1	1	1	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out
	Rogers Township	opt-out	1 per MMFLA Grower Class A or B Permit Holder	1 per MMFLA Grower Class A or B Permit Holder	1 per MMFLA Grower Class A or B Permit Holder	1	1	1	no cap	1	1	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out
	Presque Isle													opt-out	opt-out	opt-out	opt-out	opt-out
	lake Township	opt-out	opt-out	opt-out	opt-out	opt-out	2 Retailers and/or Provisioning Centers	2 Retailers and/or Provisioning Centers	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out
	Mariker Township	3 Total licenses between MMFLA and MRTMA	3 Total licenses between MMFLA and MRTMA	3 Total licenses between MMFLA and MRTMA	2 Total licenses between MMFLA and MRTMA	opt-out	opt-out	opt-out	2 Total licenses between MMFLA and MRTMA	2 Total licenses between MMFLA and MRTMA	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out
	Saginaw	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	opt-out	opt-out	opt-out	opt-out	opt-out
	Lansburg	opt-out	opt-out	opt-out	opt-out	2	2	2	2	2	2	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out
	Saginaw	opt-out	opt-out	opt-out	opt-out	2	2	2	2	2	2	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out
	Shawassee	opt-out	opt-out	opt-out	opt-out	2	2	2	2	2	2	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out

# Municipalities that ALLOW marijuana sales

	Owosso	no cap	no cap	no cap	no cap	no cap	4	no cap	no cap	opt-out	opt-out	opt-out	opt-out	opt-out
St. Clair	Port Huron	5	5	5	3	7	1	no cap	no cap	opt-out	opt-out	opt-out	opt-out	opt-out
St. Joseph	Constantine, Village of Sturgis	no cap	no cap	no cap	no cap	3	3	opt-out	no cap	no cap	2	opt-out	opt-out	opt-out
										M Zoning District: no cap	3	opt-out	opt-out	opt-out
Tuscola	Vassar Township	opt-out	1 per Class A or Class B Medical Facility Permit holders	1 per Class A or Class B Permit holders or 2 per Class C Medical Facility Permit holders	1 per MMFLA Processor Permit holder	1 per MMFLA Provisioning Center Permit Holder	no cap	1 per MMFLA Secure Transporter Permit Holder	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out
Van Buren	Arlington Township	100 Total for MMFLA and MRTMA				10	2 Total for Retailer and Provisioning Centers	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out	opt-out
	Decatur, Village of	no cap	no cap	no cap	no cap	no cap	no cap	no cap	no cap	opt-out	opt-out	opt-out	opt-out	opt-out
	Lawrence Township	3	3	3	3	opt-out	3	no cap	no cap	opt-out	opt-out	opt-out	opt-out	opt-out
	Paw Paw Township	no cap	no cap	no cap	no cap	3	3	no cap	no cap	opt-out	opt-out	opt-out	opt-out	opt-out
	Maverly Township	3	3	10	10	opt-out	3	3	3	opt-out	opt-out	opt-out	opt-out	opt-out
Washtenaw	Ypsilanti Township	no cap	no cap	no cap	no cap	10	2	no cap	no cap	no cap	no cap	opt-out	opt-out	opt-out
Westford	Cadillac	1	1	1	1	4	1	1	1	1	1	opt-out	opt-out	opt-out
Wayne	Bellville	5	2	5	3	4	1	1	1	1	1	opt-out	opt-out	opt-out
	Detroit	no cap	no cap	no cap	no cap	75	no cap	no cap	no cap	35	opt-out	opt-out	opt-out	opt-out
	Highland Park	4 total between MMFLA	4 total between MMFLA	5 total between MMFLA	4 total between MMFLA and MRTMA	5	1 total between MMFLA and MRTMA	1 total between MMFLA and MRTMA	3	opt-out	opt-out	opt-out	opt-out	opt-out
	Wayne	1				1	4 total; 1 per MMFLA	1	1	opt-out	opt-out	opt-out	opt-out	opt-out
	Westland	3 Collocated Facilities				2	2	1	1	1	opt-out	opt-out	opt-out	opt-out

# Municipalities that ALLOW marijuana sales



# MRTMA OPT OUTS

Municipality	County
<b>***UPDATED: 1/28/2022***</b>	
Alcona Township	Alcona
Caledonia Township	Alcona
Curtis Township	Alcona
Greenbush Township	Alcona
Gustin Township	Alcona
Harrisville Township	Alcona
Hawes Township	Alcona
Haynes Township	Alcona
Mikado Township	Alcona
Millen Township	Alcona
Mitchell Township	Alcona
Au Train Township	Alger
Grand Island Township	Alger
Mathias Township	Alger
Onota Township	Alger
Allegan Township	Allegan
Casco Township	Allegan
Cheshire Township	Allegan
Clyde Township	Allegan
Dorr Township	Allegan
Fillmore Township	Allegan
Ganges Township	Allegan
Gun Plain Charter Township	Allegan
Heath Township	Allegan
Hopkins, Village of	Allegan
Hopkins Township	Allegan
Laketown Township	Allegan
Lee Township	Allegan
Manlius Township	Allegan
Martin Township	Allegan
Martin, Village of	Allegan
Monterey Township	Allegan
Otsego	Allegan
Otsego Township	Allegan
Overisel Township	Allegan
Plainwell	Allegan
Salem Township	Allegan
Saugatuck	Allegan
Trowbridge Township	Allegan
Valley Township	Allegan
Village of Douglas	Allegan
Watson Township	Allegan
Wayland	Allegan
Wayland Township	Allegan
South Haven	Allegan/Van Buren

**Municipalities that DO NOT allow marijuana sales**

Alpena	Alpena
Alpena Charter Township	Alpena
Green Township	Alpena
Long Rapids Township	Alpena
Maple Ridge Township	Alpena
Ossineke Township	Alpena
Sanborn Township	Alpena
Wellington Township	Alpena
Wilson Township	Alpena
Banks Township	Antrim
Bellaire	Antrim
Central Lake Township	Antrim
Chestonia Township	Antrim
Custer Township	Antrim
Echo Township	Antrim
Elk Rapids, Village of	Antrim
Elk Rapids Township	Antrim
Ellsworth, Village of	Antrim
Forest Home Township	Antrim
Helena Township	Antrim
Jordan Township	Antrim
Kearney Township	Antrim
Mancelona	Antrim
Mancelona Township	Antrim
Milton Township	Antrim
Star Township	Antrim
Torch Lake Township	Antrim
Warner Township	Antrim
Adams Township	Arenac
Arenac Township	Arenac
Au Gres	Arenac
Clayton Township	Arenac
Deep River Township	Arenac
Mason Township	Arenac
Moffatt Township	Arenac
Sims Township	Arenac
Standish	Arenac
Sterling, Village of	Arenac
Whitney Township	Arenac
Baraga Township	Baraga
Baraga, Village of	Baraga
Covington Township	Baraga
L'Anse, Village of	Baraga
L'Anse Township	Baraga
Assyria Township	Barry
Barry Township	Barry
Carlton Township	Barry

Castleton Township	Barry
Freeport, Village of	Barry
Hastings	Barry
Hastings Charter Township	Barry
Hope Township	Barry
Irving Township	Barry
Johnstown Township	Barry
Maple Grove Township	Barry
Middleville	Barry
Nashville, Village of	Barry
Orangeville Township	Barry
Rutland Charter Township	Barry
Thornapple Township	Barry
Woodland	Barry
Yankee Springs	Barry
Auburn	Bay
Beaver Township	Bay
Essexville	Bay
Frankenlust Township	Bay
Fraser Township	Bay
Hampton Charter Township	Bay
Kawkawlin Township	Bay
Merritt Township	Bay
Monitor Charter Township	Bay
Mt Forest Township	Bay
Pinconning	Bay
Portsmouth Township	Bay
Williams Township	Bay
Almira Township	Benzie
Beulah	Benzie
Blaine Township	Benzie
Colfax Township	Benzie
Crystal Lake township	Benzie
Elberta, Village of	Benzie
Frankfort	Benzie
Gilmore Township	Benzie
Homestead Township	Benzie
Inland Township	Benzie
Joyfield Township	Benzie
Lake Ann, Village of	Benzie
Lake Township	Benzie
Weldon Township	Benzie
Bainbridge Township	Berrien
Baroda, Village of	Berrien
Benton Charter Township	Berrien
Berrien Springs, Village of	Berrien
Berrien Township	Berrien

Bertrand Township	Berrien
Bridgman	Berrien
Buchanan Township	Berrien
Chikaming Township	Berrien
Coloma	Berrien
Coloma Charter Township	Berrien
Eau Claire, Village of	Berrien
Galien Township	Berrien
Galien, Village of	Berrien
Grand Beach, Village of	Berrien
Hagar Township	Berrien
Lake Charter Township	Berrien
Lincoln Charter Township	Berrien
Michiana, Village of	Berrien
New Buffalo	Berrien
New Buffalo Township	Berrien
Niles Charter Township	Berrien
Oronoko Charter Township	Berrien
Pipestone Township	Berrien
Royalton Township	Berrien
Shoreham, Village of	Berrien
Sodus Township	Berrien
St. Joseph	Berrien
St. Joseph Charter Township	Berrien
Stevensville, Village of	Berrien
Three Oaks, Village of	Berrien
Watervliet	Berrien
Watervliet Charter Township	Berrien
Weesaw Township	Berrien
Alganssee Township	Branch
Batavia Township	Branch
Bethel Township	Branch
Bronson	Branch
Bronson Township	Branch
Butler Township	Branch
Coldwater Township	Branch
Girard Township	Branch
Kinderhook Township	Branch
Matteson Township	Branch
Quincy Township	Branch
Union City, Village of	Branch/Calhoun
Albion	Calhoun
Albion Township	Calhoun
Athens, Village of	Calhoun
Burlington Township	Calhoun
Clarence Township	Calhoun
Clarendon Township	Calhoun

Convis Township	Calhoun
Eckford Township	Calhoun
Emmett Charter Township	Calhoun
Fredonia Township	Calhoun
Homer Township	Calhoun
Homer, Village of	Calhoun
Leroy Township	Calhoun
Marshall Township	Calhoun
Newton Township	Calhoun
Pennfield Township	Calhoun
Sheridan Township	Calhoun
Tekonsha Township	Calhoun
Calvin Township	Cass
Cassopolis, Village of	Cass
Dowagiac	Cass
Edwardsburg Village	Cass
Howard Township	Cass
Jefferson Township	Cass
LaGrange Township	Cass
Marcellus, Village of	Cass
Mason Township	Cass
Newberg Township	Cass
Ontwa Township	Cass
Pokagon Township	Cass
Porter Township	Cass
Silver Creek Township	Cass
Vandalia, Village of	Cass
Volinia Township	Cass
Wayne Township	Cass
Bay Township	Charlevoix
Boyne City	Charlevoix
Boyne Falls, Village of	Charlevoix
Boyne Valley Township	Charlevoix
Chandler Township	Charlevoix
Charlevoix	Charlevoix
Charlevoix Township	Charlevoix
East Jordan	Charlevoix
Evangeline Township	Charlevoix
Eveline Township	Charlevoix
Hayes Township	Charlevoix
Hudson Township	Charlevoix
Marion Township	Charlevoix
Melrose Township	Charlevoix
Norwood Township	Charlevoix
Peaine Township	Charlevoix
South Arm Township	Charlevoix
St. James Township	Charlevoix

Wilson Township	Charlevoix
Aloha Township	Cheboygan
Beaugrand Township	Cheboygan
Benton Township	Cheboygan
Burt Township	Cheboygan
Cheboygan	Cheboygan
Ellis Township	Cheboygan
Forest Township	Cheboygan
Grant Township	Cheboygan
Hebron Township	Cheboygan
Inverness Township	Cheboygan
Koehler Township	Cheboygan
Mackinaw Township	Cheboygan
Mentor Township	Cheboygan
Mullett Township	Cheboygan
Munro Township	Cheboygan
Nunda Township	Cheboygan
Tuscarora Township	Cheboygan
Walker Township	Cheboygan
Waverly Township	Cheboygan
Wilmot Township	Cheboygan
Mackinaw City, Village of	Cheboygan/Emmet
Bay Mills Township	Chippewa
Bruce Township	Chippewa
Chippewa Township	Chippewa
Hulbert Township	Chippewa
Dafter Township	Chippewa
Drummond Island Township	Chippewa
Kinross Charter Township	Chippewa
Rudyard Township	Chippewa
Sugar Island Township	Chippewa
Superior Township	Chippewa
Trout Lake Township	Chippewa
Arthur Township	Clare
Farwell	Clare
Freeman Township	Clare
Frost Township	Clare
Garfield Township	Clare
Grant Township	Clare
Greenwood Township	Clare
Hamilton Township	Clare
Harrison	Clare
Hayes Township	Clare
Lincoln Township	Clare
Redding Township	Clare
Summerfield Township	Clare
Sheridan Township	Clare

Surrey Township	Clare
Winterfield Township	Clare
Bath Charter Township	Clinton
Bengal Township	Clinton
Bingham Township	Clinton
Dallas Township	Clinton
Dewitt	Clinton
Duplain Township	Clinton
Eagle	Clinton
Eagle Township	Clinton
Essex Township	Clinton
Fowler, Village of	Clinton
Greenbush Township	Clinton
Lebanon Township	Clinton
Maple Rapids, Village of	Clinton
Olive Township	Clinton
Ovid Township	Clinton
Riley Township	Clinton
St. Johns	Clinton
Victor Township	Clinton
Watertown Charter Township	Clinton
Westphalia	Clinton
Westphalia Township	Clinton
Ovid	Clinton/Shiawassee
Beaver Creek Township	Crawford
Grayling	Crawford
Grayling Charter Township	Crawford
Lovells Township	Crawford
Maple Forest Township	Crawford
South Branch Township	Crawford
Baldwin Township	Delta
Bark River Township	Delta
Bay de Noc Township	Delta
Escanaba	Delta
Cornell Township	Delta
Ensign Township	Delta
Ford River Township	Delta
Garden Township	Delta
Maple Ridge Township	Delta
Masonville Township	Delta
Nahma Township	Delta
Wells Township	Delta
Breen Township	Dickinson
Breitung Charter Township	Dickinson
Felch Township	Dickinson
Kingsford	Dickinson
Norway	Dickinson

Sagola Township	Dickinson
Waucedah Township	Dickinson
West Branch Township	Dickinson
Bellevue Township	Eaton
Benton Township	Eaton
Brookfield Township	Eaton
Carmel Township	Eaton
Charlotte	Eaton
Chester Township	Eaton
Delta Township	Eaton
Dimondale, Village of	Eaton
Eaton Rapids	Eaton
Eaton Rapids Township	Eaton
Eaton Township	Eaton
Grand Ledge	Eaton
Hamlin Township	Eaton
Mulliken, Village of	Eaton
Olivet	Eaton
Oneida Charter Township	Eaton
Potterville	Eaton
Roxand Township	Eaton
Sunfield Township	Eaton
Vermontville, Village of	Eaton
Vermontville Township	Eaton
Walton Township	Eaton
Bear Creek Township	Emmet
Bliss Township	Emmet
Carp Lake Township	Emmet
Center Township	Emmet
Cross Village Township	Emmet
Friendship Township	Emmet
Harbor Springs	Emmet
Little Traverse Township	Emmet
Littlefield Township	Emmet
Maple River Township	Emmet
McKinley Township	Emmet
Pellston	Emmet
Petoskey	Emmet
Pleasantview Township	Emmet
Readmond Township	Emmet
Resort Township	Emmet
Springvale Township	Emmet
Village of Alanson	Emmet
Wawatam Township	Emmet
West Traverse Township	Emmet
Argentine Township	Genesee
Atlas Township	Genesee



Clayton Charter Township	Genesee
Clio	Genesee
Davison	Genesee
Davison Township	Genesee
Fenton	Genesee
Fenton Charter Township	Genesee
Flint Charter Township	Genesee
Flushing	Genesee
Flushing Charter Township	Genesee
Forest Township	Genesee
Gaines	Genesee
Gaines Township	Genesee
Genesee Charter Township	Genesee
Goodrich, Village of	Genesee
Grand Blanc	Genesee
Grand Blanc Charter Township	Genesee
Linden	Genesee
Montrose	Genesee
Montrose Charter Township	Genesee
Mt. Morris	Genesee
Mt. Morris Township	Genesee
Mundy Charter Township	Genesee
Richfield Township	Genesee
Swartz Creek	Genesee
Thetford Township	Genesee
Vienna Charter Township	Genesee
Lennon, Village of	Genesee/Shiawassee
Beaverton	Gladwin
Beaverton Township	Gladwin
Billings Township	Gladwin
Buckeye Township	Gladwin
Butman Township	Gladwin
Clement Township	Gladwin
Gladwin	Gladwin
Grout Township	Gladwin
Sage Township	Gladwin
Sherman Township	Gladwin
Tobacco Township	Gladwin
Bessemer	Gogebic
Bessemer Township	Gogebic
Erwin Township	Gogebic
Ironwood Charter Township	Gogebic
Wakefield	Gogebic
Wakefield Township	Gogebic
Watersmeet Township	Gogebic
Acme Township	Grand Traverse
Blair Township	Grand Traverse

East Bay Charter Township	Grand Traverse
Fife Lake Township	Grand Traverse
Grant Township	Grand Traverse
Green Lake Township	Grand Traverse
Kingsley, Village of	Grand Traverse
Long Lake Township	Grand Traverse
Mayfield Township	Grand Traverse
Paradise Township	Grand Traverse
Peninsula Township	Grand Traverse
Traverse City	Grand Traverse
Union Township	Grand Traverse
Whitewater Township	Grand Traverse
Alma	Gratiot
Arcada Township	Gratiot
Ashley, Village of	Gratiot
Elba Township	Gratiot
Emerson Township	Gratiot
Fulton Township	Gratiot
Hamilton Township	Gratiot
Ithaca	Gratiot
Perrinton, Village of	Gratiot
Pine River Township	Gratiot
Newark Township	Gratiot
North Shade Township	Gratiot
North Star Township	Gratiot
Seville Township	Gratiot
St. Louis	Gratiot
Sumner Township	Gratiot
Washington Township	Gratiot
Wheeler Township	Gratiot
Adams Township	Hillsdale
Allen Township	Hillsdale
Cambria Township	Hillsdale
Hillsdale	Hillsdale
Hillsdale Township	Hillsdale
Jonesville	Hillsdale
Litchfield	Hillsdale
Litchfield Township	Hillsdale
Moscow Township	Hillsdale
North Adams, Village of	Hillsdale
Pittsford Township	Hillsdale
Ransom Township	Hillsdale
Reading Township	Hillsdale
Scipio Township	Hillsdale
Somerset Township	Hillsdale
Waldron	Hillsdale
Woodbridge Township	Hillsdale

Wright Township	Hillsdale
Adams Township	Houghton
Calumet, Village of	Houghton
Chassell Township	Houghton
Duncan Township	Houghton
Franklin Township	Houghton
Hancock	Houghton
Laurium, Village of	Houghton
Portage Charter Township	Houghton
Quincy Township	Houghton
Schoolcraft Township	Houghton
Stanton Township	Houghton
Torch Lake Township	Houghton
Bad Axe	Huron
Bingham Township	Huron
Bloomfield Township	Huron
Brookfield Township	Huron
Caseville	Huron
Caseville Township	Huron
Chandler Township	Huron
Colfax Township	Huron
Dwight Township	Huron
Elkton, Village of	Huron
Fairhaven Township	Huron
Hume Township	Huron
Huron Township	Huron
Kinde, Village of	Huron
Lake Township	Huron
McKinley Township	Huron
Oliver Township	Huron
Owendale, Village of	Huron
Paris Township	Huron
Pigeon, Village of	Huron
Pointe Aux Barques Township	Huron
Port Austin, Village of	Huron
Port Austin Township	Huron
Port Hope, Village of	Huron
Rubicon Townshiip	Huron
Sand Beach Township	Huron
Sebewaing Township	Huron
Sebewaing, Village of	Huron
Sheridan Township	Huron
Sherman Township	Huron
Sigel Township	Huron
Uby, Village of	Huron
Verona Township	Huron
Winsor Township	Huron

Alaiedon Township	Ingham
Aurelius Township	Ingham
Bunkerhill Township	Ingham
Dansville	Ingham
Delhi Charter Township	Ingham
Ingham Township	Ingham
Lansing Charter Township	Ingham
Leroy Township	Ingham
Leslie	Ingham
Leslie Township	Ingham
Locke Township	Ingham
Mason	Ingham
Meridian Charter Township	Ingham
Onondaga Township	Ingham
Stockbridge, Village of	Ingham
Vevay Township	Ingham
Wheatfield Township	Ingham
Williamston	Ingham
Williamstown Township	Ingham
Berlin Township	Ionia
Boston Township	Ionia
Campbell Township	Ionia
Danby Township	Ionia
Ionia Township	Ionia
Keene Township	Ionia
Lake Odessa, Village of	Ionia
Odessa Township	Ionia
Orange Township	Ionia
Orleans Township	Ionia
Otisco Township	Ionia
Pewamo, Village of	Ionia
Portland	Ionia
Portland Township	Ionia
Sebewa Township	Ionia
Alabaster Township	Iosco
Baldwin Township	Iosco
Burleigh Township	Iosco
East Tawas	Iosco
Grant Township	Iosco
Oscoda Charter Township	Iosco
Plainfield Township	Iosco
Reno Township	Iosco
Tawas City	Iosco
Tawas Township	Iosco
Wilber Township	Iosco
Bates Township	Iron
Crystal Falls Township	Iron

Hematite Township	Iron
Iron	Iron
Mansfield Township	Iron
Stambaugh Township	Iron
Chippewa Township	Isabella
Coe Township	Isabella
Deerfield Township	Isabella
Denver Township	Isabella
Gilmore Township	Isabella
Isabella Township	Isabella
Lake Isabella, Village of	Isabella
Lincoln Township	Isabella
Nottawa Township	Isabella
Sherman Township	Isabella
Union Charter Township	Isabella
Vernon Township	Isabella
Blackman Charter Township	Jackson
Brooklyn, Village of	Jackson
Columbia Township	Jackson
Concord Township	Jackson
Grass Lake Charter Township	Jackson
Grass Lake, Village of	Jackson
Hanover Township	Jackson
Henriette Township	Jackson
Liberty Township	Jackson
Napoleon Township	Jackson
Norvell Township	Jackson
Rives Township	Jackson
Sandstone Charter Township	Jackson
Spring Arbor Township	Jackson
Springport Township	Jackson
Summit Township	Jackson
Tompkins Township	Jackson
Waterloo Township	Jackson
Alamo Township	Kalamazoo
Augusta, Village of	Kalamazoo
Brady Township	Kalamazoo
Charleston Township	Kalamazoo
Climax Township	Kalamazoo
Comstock Charter Township	Kalamazoo
Cooper Charter Township	Kalamazoo
Galesburg	Kalamazoo
Oshtemo Charter Township	Kalamazoo
Parchment	Kalamazoo
Pavilion Township	Kalamazoo
Prairie Ronde Township	Kalamazoo
Richland Township	Kalamazoo

Ross Township	Kalamazoo
Schoolcraft Township	Kalamazoo
Schoolcraft, Village of	Kalamazoo
Texas Charter Township	Kalamazoo
Vicksburg, Village of	Kalamazoo
Bear Lake Township	Kalkaska
Boardman Township	Kalkaska
Clearwater Township	Kalkaska
Coldsprings Township	Kalkaska
Excelsior Township	Kalkaska
Garfield Township	Kalkaska
Kalkaska Township	Kalkaska
Oliver Township	Kalkaska
Orange Township	Kalkaska
Rapid River Township	Kalkaska
Springfield Township	Kalkaska
Ada Township	Kent
Algoma Township	Kent
Alpine Township	Kent
Bowne Township	Kent
Byron Township	Kent
Caledonia Charter Township	Kent
Cannon Township	Kent
Cascade Charter Township	Kent
Courtland Township	Kent
East Grand Rapids	Kent
Gaines Charter Township	Kent
Grand Rapids Charter Township	Kent
Grandville	Kent
Grattan Township	Kent
Kentwood	Kent
Nelson Township	Kent
Oakfield Township	Kent
Plainfield Charter Township	Kent
Rockford	Kent
Solon Township	Kent
Sparta Township	Kent
Sparta, Village of	Kent
Spencer Township	Kent
Tyrone Township	Kent
Vergennes Township	Kent
Walker	Kent
Wyoming	Kent
Ahmeek, Village of	Keweenaw
Allouez Township	Keweenaw
Eagle Harbor Township	Keweenaw
Grant Township	Keweenaw

Houghton Township	Keweenaw
Baldwin, Village of	Lake
Chase Township	Lake
Cherry Valley Township	Lake
Elk Township	Lake
Ellsworth Township	Lake
Lake Township	Lake
Peacock Township	Lake
Pinora Township	Lake
Sauble Township	Lake
Sweetwater Township	Lake
Webber Township	Lake
Yates Township	Lake
Almont Township	Lapeer
Almont, Village of	Lapeer
Arcadia Township	Lapeer
Attica Township	Lapeer
Burnside Township	Lapeer
Clifford, Villiage of	Lapeer
Columbiaville	Lapeer
Deerfield Township	Lapeer
Dryden Township	Lapeer
Dryden, Village of	Lapeer
Elba Township	Lapeer
Goodland Township	Lapeer
Hadley Township	Lapeer
Imlay	Lapeer
Imlay Township	Lapeer
Lapeer	Lapeer
Lapeer Township	Lapeer
Marathon Township	Lapeer
Metamora Township	Lapeer
Metamora, Villiage of	Lapeer
North Branch Township	Lapeer
North Branch, Village of	Lapeer
Oregon Township	Lapeer
Rich Township	Lapeer
Bingham Township	Leelanau
Centerville Township	Leelanau
Cleveland Township	Leelanau
Elmwood Charter Township	Leelanau
Empire	Leelanau
Empire Township	Leelanau
Glen Arbor Township	Leelanau
Kasson Township	Leelanau
Leelanau Township	Leelanau
Leland Township	Leelanau

Solon Township	Leelanau
Suttons Bay	Leelanau
Suttons Bay Township	Leelanau
Adrian Township	Lenawee
Blissfield	Lenawee
Cambridge Township	Lenawee
Clinton	Lenawee
Clinton Township	Lenawee
Deerfield Township	Lenawee
Deerfield, Village of	Lenawee
Dover Township	Lenawee
Fairfield Township	Lenawee
Franklin Township	Lenawee
Hudson	Lenawee
Hudson Township	Lenawee
Macon Township	Lenawee
Madison Charter Township	Lenawee
Medina Township	Lenawee
Ogden Township	Lenawee
Palmyra Township	Lenawee
Raisin Charter Township	Lenawee
Riga Township	Lenawee
Rollin Township	Lenawee
Rome Township	Lenawee
Seneca Township	Lenawee
Tecumseh	Lenawee
Tecumseh Township	Lenawee
Woodstock Township	Lenawee
Brighton	Livingston
Brighton Charter Township	Livingston
Cohoctah Township	Livingston
Conway Township	Livingston
Deerfield Township	Livingston
Genoa Charter Township	Livingston
Green Oak Charter Township	Livingston
Hamburg Township	Livingston
Handy Township	Livingston
Hartland Township	Livingston
Howell	Livingston
Howell Township	Livingston
Iosco Township	Livingston
Marion Township	Livingston
Oceola Township	Livingston
Putnam Township	Livingston
Tyrone Township	Livingston
Unadilla Township	Livingston
Columbus Township	Luce



Lakefield Township	Luce
Newberry, Village of	Luce
Pentland Township	Luce
Bois Blanc Township	Mackinac
Brevort Township	Mackinac
Hendricks Township	Mackinac
Hudson Township	Mackinac
Marquette Township	Mackinac
Moran Township	Mackinac
Newton Township	Mackinac
Portage Township	Mackinac
St. Ignace	Mackinac
St Ignace Township	Mackinac
Armada Township	Macomb
Armada, Village of	Macomb
Bruce Township	Macomb
Chesterfield Charter Township	Macomb
Eastpointe	Macomb
Fraser	Macomb
Harrison Charter Township	Macomb
Lenox Township	Macomb
Macomb Township	Macomb
Mt. Clemens	Macomb
New Baltimore	Macomb
New Haven	Macomb
Ray Township	Macomb
Richmond	Macomb
Richmond Township	Macomb
Roseville	Macomb
Shelby Charter Township	Macomb
St. Clair Shores	Macomb
Sterling Heights	Macomb
Utica	Macomb
Washington Charter Township	Macomb
Clinton Charter Township	Macomb
Arcadia Township	Manistee
Bear Lake Township	Manistee
Bear Lake, Village of	Manistee
Cleon Township	Manistee
Copemish, Village of	Manistee
Dickson Township	Manistee
Filer Charter Township	Manistee
Kaleva, Village of	Manistee
Manistee Township	Manistee
Maple Grove Township	Manistee
Norman Township	Manistee
Onkama Township	Manistee

Pleasanton Township	Manistee
Springdale Township	Manistee
Charter Township	Marquette
Chocolay Township	Marquette
Ely Township	Marquette
Ewing Township	Marquette
Forsyth Township	Marquette
Humboldt Township	Marquette
Ishpeming	Marquette
Ishpeming Township	Marquette
Marquette Township	Marquette
Michigamme Township	Marquette
Powell Township	Marquette
Tilden Township	Marquette
Turin Township	Marquette
Wells Township	Marquette
West Branch Township	Marquette
Amber Township	Mason
Custer Township	Mason
Custer, Village of	Mason
Edin Township	Mason
Free Soil Township	Mason
Grant Township	Mason
Logan Township	Mason
Ludington	Mason
Meade Township	Mason
Pere Marquette Charter Township	Mason
Riverton Township	Mason
Scottville	Mason
Sheridan Township	Mason
Sherman Township	Mason
Summit Township	Mason
Victory Township	Mason
Austin Township	Mecosta
Big Rapids Charter Township	Mecosta
Chippewa Township	Mecosta
Colfax Township	Mecosta
Deerfield Township	Mecosta
Fork Township	Mecosta
Green Charter Township	Mecosta
Martiny Township	Mecosta
Mecosta Township	Mecosta
Millbrook Township	Mecosta
Morton Township	Mecosta
Sheridan Township	Mecosta
Wheatland Township	Mecosta
Cedarville Township	Menominee

Daggett Township	Menominee
Faithorn Township	Menominee
Gourley Township	Menominee
Holmes Township	Menominee
Ingallston Township	Menominee
Lake Township	Menominee
Mellen Township	Menominee
Menominee	Menominee
Menominee Township	Menominee
Meyer Township	Menominee
Powers, Village of	Menominee
Spalding Township	Menominee
Stephenson	Menominee
Stephenson Township	Menominee
Coleman	Midland
Edenwille Township	Midland
Geneva Township	Midland
Greendale Township	Midland
Homer Township	Midland
Hope Township	Midland
Ingersoll Township	Midland
Jasper Township	Midland
Jerome Township	Midland
Larkin Charter Township	Midland
Lee Township	Midland
Lincoln Township	Midland
Midland	Midland
Midland Township	Midland
Mills Township	Midland
Mt Haley Township Ordinance	Midland
Porter Township	Midland
Sanford, Village of	Midland
Warren Township	Midland
Aetna Township	Missaukee
Bloomfield Township	Missaukee
Butterfield Township	Missaukee
Caldwell Township	Missaukee
Clam Union Township	Missaukee
Enterprise Township	Missaukee
Forest Township	Missaukee
Holland Township	Missaukee
Lake Township	Missaukee
McBain	Missaukee
Pioneer Township	Missaukee
Reeder Township	Missaukee
Richland Township	Missaukee
Riverside Township	Missaukee

West Branch Township	Missaukee
Ash Township	Monroe
Bedford Township	Monroe
Berlin Charter Township	Monroe
Carleton, Village of	Monroe
Dundee Township	Monroe
Dundee, Village of	Monroe
Erie Township	Monroe
Estrel Beach, Village of	Monroe
Exeter Township	Monroe
Frenchtown Charter Township	Monroe
Ida Township	Monroe
LaSalle Township	Monroe
London Township	Monroe
Luna Pier	Monroe
Maybee, Villiage of	Monroe
Milan	Monroe
Milan Township	Monroe
Raisinville Township	Monroe
South Rockwood, Village of	Monroe
Summerfield Township	Monroe
Whiteford Township	Monroe
Belvidere Township	Montcalm
Bloomer Township	Montcalm
Bushnell Township	Montcalm
Carson City	Montcalm
Cato Township	Montcalm
Day Township	Montcalm
Eureka Charter Township	Montcalm
Evergreen Township	Montcalm
Fairplain Township	Montcalm
Ferris Township	Montcalm
Greenville	Montcalm
Home Township	Montcalm
Lakeview, Village of	Montcalm
Maple Valley Township	Montcalm
Montcalm Township	Montcalm
Pierson Township	Montcalm
Pine Township	Montcalm
Reynolds Township	Montcalm
Richland Township	Montcalm
Sheridan, Villiage of	Montcalm
Sidney Township	Montcalm
Stanton	Montcalm
Winfield Township	Montcalm
Albert Township	Montmorency
Avery Township	Montmorency

Briley Township	Montmorency
Hillman	Montmorency
Hillman Township	Montmorency
Loud Township	Montmorency
Montmorency Township	Montmorency
Rust Township	Montmorency
Vienna Township	Montmorency
Blue Lake Township	Muskegon
Casnovia Township	Muskegon
Cedar Creek Township	Muskegon
Egelston Township	Muskegon
Fruitland Township	Muskegon
Fruitport, Village of	Muskegon
Fruitport Charter Township	Muskegon
Laketon Township	Muskegon
Lakewood Club, Village of	Muskegon
Montague	Muskegon
Montague Township	Muskegon
Moorland Township	Muskegon
North Muskegon	Muskegon
Norton Shores	Muskegon
Roosevelt Park	Muskegon
Sullivan Township	Muskegon
White River Township	Muskegon
Whitehall	Muskegon
Whitehall Township	Muskegon
Ashland Township	Newaygo
Barton Township	Newaygo
Big Prairie Township	Newaygo
Bridgeton Township	Newaygo
Brooks Township	Newaygo
Croton Township	Newaygo
Dayton Township	Newaygo
Denver Township	Newaygo
Ensley Township	Newaygo
Everett Township	Newaygo
Fremont	Newaygo
Garfield Township	Newaygo
Goodwell Township	Newaygo
Grant Township	Newaygo
Home Township	Newaygo
Lincoln Township	Newaygo
Newaygo	Newaygo
Norwich Township	Newaygo
Sheridan Charter Township	Newaygo
Sherman Township	Newaygo
Wilcox Township	Newaygo

Addison Township	Oakland
Auburn Hills	Oakland
Beverly Hills	Oakland
Bingham Farms, Village of	Oakland
Birmingham	Oakland
Bloomfield Hills	Oakland
Bloomfield Township	Oakland
Brandon Township	Oakland
Clarkston	Oakland
Clawson	Oakland
Commerce Charter Township	Oakland
Farmington	Oakland
Farmington Hills	Oakland
Franklin	Oakland
Groveland Township	Oakland
Highland Charter Township	Oakland
Holly, Village of	Oakland
Holly Township	Oakland
Huntington Woods	Oakland
Independence Township	Oakland
Keego Harbor	Oakland
Lathrup Village	Oakland
Leonard	Oakland
Lyon Township	Oakland
Milford	Oakland
Milford Township	Oakland
Novi	Oakland
Oak Park	Oakland
Oakland Charter Township	Oakland
Orchard Lake	Oakland
Oxford, Village of	Oakland
Oxford Charter Township	Oakland
Rochester	Oakland
Rochester Hills	Oakland
Rose Township	Oakland
Royal Oak Charter Township	Oakland
South Lyon	Oakland
Southfield	Oakland
Southfeild Township	Oakland
Springfield Charter Township	Oakland
Sylvan Lake	Oakland
Troy	Oakland
Waterford Charter Township	Oakland
West Bloomfield Charter Townshi	Oakland
White Lake Charter Township	Oakland
Wixom	Oakland
Wolverine Lake	Oakland

Northville	Oakland/Wayne
Benona Township	Oceana
Claybanks Township	Oceana
Colfax Township	Oceana
Golden Township	Oceana
Grant Township	Oceana
Greenwood Township	Oceana
Hart	Oceana
New Era, Village of	Oceana
Pentwater Township	Oceana
Rothbury	Oceana
Shelby Township	Oceana
Shelby, Village of	Oceana
Weare Township	Oceana
Churchill Township	Ogemaw
Edwards Township	Ogemaw
Foster Township	Ogemaw
Hill Township	Ogemaw
Horton Township	Ogemaw
Klacking Township	Ogemaw
Logan Township	Ogemaw
Mills Township	Ogemaw
Ogemaw Township	Ogemaw
Richland Township	Ogemaw
Rose City	Ogemaw
Rose Township	Ogemaw
West Branch	Ogemaw
Bergland Township	Ontonagon
Carp Lake Township	Ontonagon
Haight Township	Ontonagon
Interior Township	Ontonagon
Ontonagon Township	Ontonagon
Ontonagon, Village of	Ontonagon
Rockland Township	Ontonagon
Stannard Township	Ontonagon
Burdell Township	Osceola
Hersey Township	Osceola
Highland Township	Osceola
Leroy Township	Osceola
Lincoln Township	Osceola
Middle Branch Township	Osceola
Orient Township	Osceola
Osceola Township	Osceola
Reed City	Osceola
Richmond Township	Osceola
Rose Lake Township	Osceola
Sherman Township	Osceola

Sylvan Township	Osceola
Clinton Township	Oscoda
Comins Township	Oscoda
Greenwood Township	Oscoda
Mentor Township	Oscoda
Bagley Township	Otsego
Charlton Township	Otsego
Corwith Township	Otsego
Dover Township	Otsego
Elmira Township	Otsego
Hayes Township	Otsego
Livingston Township	Otsego
Otsego Lake Township	Otsego
Vanderbilt	Otsego
Allendale Charter Township	Ottawa
Blendon Township	Ottawa
Chester Township	Ottawa
Coopersville	Ottawa
Ferrysburg	Ottawa
Georgetown Charter Township	Ottawa
Grand Haven	Ottawa
Grand Haven Charter Township	Ottawa
Hart	Ottawa
Holland	Ottawa
Holland Charter Township	Ottawa
Hudsonville	Ottawa
Jamestown Charter Township	Ottawa
Olive Township	Ottawa
Park Township	Ottawa
Polkton Charter Township	Ottawa
Port Sheldon Township	Ottawa
Robinson Township	Ottawa
Spring Lake	Ottawa
Spring Lake Township	Ottawa
Spring Lake, Village of	Ottawa
Tallmadge Charter Township	Ottawa
Wright Township	Ottawa
Zeeland	Ottawa
Allis Township	Presque Isle
Bearinger Township	Presque Isle
Case Township	Presque Isle
Krakow Township	Presque Isle
Metz Township	Presque Isle
Millersburg, Village of	Presque Isle
Moltke Township	Presque Isle
Posen Township	Presque Isle
Presque Isle Township	Presque Isle



Pulawski Township	Presque Isle
Rogers City	Presque Isle
Backus Township	Roscommon
Denton Township	Roscommon
Gerrish Township	Roscommon
Higgins Township	Roscommon
Nester Township	Roscommon
Richfield Township	Roscommon
Roscommon Township	Roscommon
Roscommon, Village of	Roscommon
Albee Township	Saginaw
Birch Run, Village of	Saginaw
Birch Run Township	Saginaw
Blumfield Township	Saginaw
Brady Township	Saginaw
Brant Township	Saginaw
Bridgeport Charter Township	Saginaw
Carrollton Township	Saginaw
Chapin Township	Saginaw
Chesaning Township	Saginaw
Frankenmuth	Saginaw
Frankenmuth Township	Saginaw
Fremont Township	Saginaw
James Township	Saginaw
Jonesfield Township	Saginaw
Kochville Township	Saginaw
Lakefield Township	Saginaw
Maple Grove Township	Saginaw
Merrill, Village of	Saginaw
Richland Township	Saginaw
Saginaw	Saginaw
Saginaw Charter Township	Saginaw
Spaulding Township	Saginaw
St. Charles, Village of	Saginaw
St. Charles Township	Saginaw
Swan Creek Township	Saginaw
Taymouth Township	Saginaw
Thomas Township	Saginaw
Tittabawassee Township	Saginaw
Zilwaukee	Saginaw
Zilwaukee Township	Saginaw
Argyle Township	Sanilac
Bridgehampton Township	Sanilac
Brown City	Sanilac
Buel Township	Sanilac
Carsonville, Village of	Sanilac
Croswell	Sanilac

Deckerville, Village of	Sanilac
Delaware Township	Sanilac
Elk Township	Sanilac
Elmer Township	Sanilac
Flynn Township	Sanilac
Forester Township	Sanilac
Forestville, Village of	Sanilac
Fremont Township	Sanilac
Greenleaf Township	Sanilac
Lamotte Township	Sanilac
Lexington, Village of	Sanilac
Lexington Township	Sanilac
Maple Valley Township	Sanilac
Marion Township	Sanilac
Marlette	Sanilac
Melvin, Village of	Sanilac
Minden Township	Sanilac
Moore Township	Sanilac
Port Sanilac, Village of	Sanilac
Sandusky	Sanilac
Sanilac Township	Sanilac
Speaker Township	Sanilac
Washington Township	Sanilac
Watertown Township	Sanilac
Worth Township	Sanilac
Germfask Township	Schoolcraft
Hiawatha Township	Schoolcraft
Inwood Township	Schoolcraft
Manistique	Schoolcraft
Seney Township	Schoolcraft
Thompson Township	Schoolcraft
Antrim Township	Shiawassee
Bennington Township	Shiawassee
Burns Township	Shiawassee
Caledonia Charter Township	Shiawassee
Corunna	Shiawassee
Durand	Shiawassee
Middlebury Township	Shiawassee
Morrice	Shiawassee
New Haven Township	Shiawassee
Owosso Charter Township	Shiawassee
Perry	Shiawassee
Perry Township	Shiawassee
Rush Township	Shiawassee
Sciota Township	Shiawassee
Venice Township	Shiawassee
Vernon Township	Shiawassee

Vernon, Village of	Shiawassee
Woodhull Township	Shiawassee
Algonac	St. Clair
Berlin Township	St. Clair
Brockway Township	St. Clair
Burtchville Township	St. Clair
Capac, Village of	St. Clair
Casco Township	St. Clair
China Charter Township	St. Clair
Clay Township	St. Clair
Clyde Township	St. Clair
Columbus Township	St. Clair
East China Charter Township	St. Clair
Emmett Township	St. Clair
Fort Gratiot Charter Township	St. Clair
Grant Township	St. Clair
Greenwood Township	St. Clair
Ira Township	St. Clair
Kenockee Township	St. Clair
Kimball Township	St. Clair
Lynn Township	St. Clair
Marine City	St. Clair
Marysville	St. Clair
Mussey Township	St. Clair
Port Huron Charter Township	St. Clair
Riley Township	St. Clair
St. Clair	St. Clair
St. Clair Township	St. Clair
Wales Township	St. Clair
Yale	St. Clair
Burr Oak Township	St. Joseph
Burr Oak , Village of	St. Joseph
Centreville, Village of	St. Joseph
Colon Township	St. Joseph
Colon, Village of	St. Joseph
Constantine Township	St. Joseph
Fabius Township	St. Joseph
Fawn River Township	St. Joseph
Flowerfield Township	St. Joseph
Leonidas Township	St. Joseph
Lockport Township	St. Joseph
Mendon, Village of	St. Joseph
Mendon Township	St. Joseph
Mottville Township	St. Joseph
Nottawa Township	St. Joseph
Park Township	St. Joseph
Sherman Township	St. Joseph

Sturgis Township	St. Joseph
Three Rivers	St. Joseph
White Pigeon Township	St. Joseph
White Pigeon, Village of	St. Joseph
Akron, Village of	Tuscola
Akron Township	Tuscola
Almer Charter Township	Tuscola
Arbela Township	Tuscola
Caro	Tuscola
Cass City, Village of	Tuscola
Columbia Township	Tuscola
Denmark Township	Tuscola
Elkland Township	Tuscola
Ellington Township	Tuscola
Elmwood Township	Tuscola
Fairgrove Township	Tuscola
Fairgrove, Villiage of	Tuscola
Fremont Township	Tuscola
Gagetown	Tuscola
Gilford Township	Tuscola
Indianfields Township	Tuscola
Juniata Township	Tuscola
Kingston Township	Tuscola
Koylton Township	Tuscola
Mayville, Villiage of	Tuscola
Millington Township	Tuscola
Millington, Village of	Tuscola
Novesta Township	Tuscola
Reese, Village of	Tuscola
Tuscola Township	Tuscola
Unionville	Tuscola
Watertown Township	Tuscola
Wells Township	Tuscola
Wisner Township	Tuscola
Antwerp Township	Van Buren
Bloomington Township	Van Buren
Columbia Township	Van Buren
Covert Township	Van Buren
Decatur Township	Van Buren
Geneva Township	Van Buren
Gobles	Van Buren
Hamilton Township	Van Buren
Hartford	Van Buren
Hartford Township	Van Buren
Keeler Township	Van Buren
Lawton, Village of	Van Buren
Mattawan, Village of	Van Buren

Pine Grove Township	Van Buren
South Haven Charter Township	Van Buren
Ann Arbor Charter Township	Washtenaw
Augusta Charter Township	Washtenaw
Barton Hills, Village of	Washtenaw
Bridgewater Township	Washtenaw
Chelsea	Washtenaw
Dexter	Washtenaw
Dexter Township	Washtenaw
Freedom Township	Washtenaw
Lima Township	Washtenaw
Lodi Township	Washtenaw
Lyndon Township	Washtenaw
Manchester Township	Washtenaw
Manchester, Village of	Washtenaw
Milan	Washtenaw
Northfield Township	Washtenaw
Pittsfield Charter Township	Washtenaw
Salem Township	Washtenaw
Saline	Washtenaw
Scio Township	Washtenaw
Sharon Township	Washtenaw
Superior Charter Township	Washtenaw
Sylvan Township	Washtenaw
Webster Township	Washtenaw
York Charter Township	Washtenaw
Ypsilanti Charter Township	Washtenaw
Allen Park	Wayne
Browstown Charter Township	Wayne
Canton Charter Township	Wayne
Dearborn	Wayne
Dearborn Heights	Wayne
Ecorse	Wayne
Flat Rock	Wayne
Garden City	Wayne
Gibraltar	Wayne
Grosse Ile Township	Wayne
Grosse Pointe	Wayne
Grosse Pointe Park	Wayne
Grosse Pointe Shores	Wayne
Grosse Pointe Woods	Wayne
Hamtramck	Wayne
Harper Woods	Wayne
Huron Charter Township	Wayne
Livonia	Wayne
Northville Charter Township	Wayne
Plymouth	Wayne

Plymouth Charter Township	Wayne
Redford Charter Township	Wayne
Riverview	Wayne
Rockwood	Wayne
Romulus	Wayne
Southgate	Wayne
Sumpter Township	Wayne
Taylor	Wayne
Trenton	Wayne
Van Buren Township	Wayne
Woodhaven	Wayne
Wyandotte	Wayne
Antioch Township	Wexford
Buckley, Village of	Wexford
Cedar Creek Township	Wexford
Cherry Grove Township	Wexford
Clam Lake Township	Wexford
Colfax Township	Wexford
Greenwood Township	Wexford
Hanover Township	Wexford
Haring Charter Township	Wexford
Henderson Township	Wexford
Liberty Township	Wexford
Mesick, Villiage of	Wexford
Selma Township	Wexford
South Branch Township	Wexford
Springville Township	Wexford
Wexford Township	Wexford



## Administrative Recommendation

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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 - Authorization to purchase a street sweeper - 03-21-22.docx*  
Date: March 17, 2022  
RE: Authorization to Purchase a Street Sweeper

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### Background

The City Commission is aware that they adopted the Equipment Fleet Review and Action plan on October 4, 2021, and we have been working to purchase a new street sweeper. The program would be to have us purchase one new sweeper and sell or trade in our existing two street sweepers. A copy of the meeting minutes from the October 4, 2021, City Commission meeting is attached, and it shows the plan to purchase a new sweeper.

As we indicated we currently own two street sweepers, a 2001 "vacuum" style and a 2007 "mechanical" style. Both units have outlived their anticipated useful lives. Sweepers are heavy duty, but they do heavy duty work from collecting "left over" leaves, street "helicopters" from the trees to trash and debris left over from the winter or special events.

The Department of Municipal Services has demonstrated sweepers from two different companies and the operators of the equipment recommend purchasing a Bucher V65 Street Sweeper. They are recommending that we purchase the Bucher V65 model sweeper. The vendor has also provided us a guarantee buy-back framework and a guaranteed trade in value, but will allow us the opportunity to sell our units prior to the trade in.

We would be directly purchasing the sweeper through the Solid Waste & Recycling Fund as that is where all of the charges for sweeping are charged to. The cost of the new unit is \$328,554. However, with our minimum trade in values of \$35,000 for the Broom Bear Sweeper and \$10,000 for the Whirlwind Sweeper. That brings the cash outlay price down to \$293,554.

### Recommendation

The City Administration recommends that the City Commission authorize the purchase of a new Bucher V65 Street Sweeper from M-Tech in the amount of \$328,554. Further, that the City Commission authorize a trade in of the Broom Bear Sweeper and the Whirlwind Sweeper for a minimum of \$35,000. With the Trade-in the final cost is \$293,554 for the new sweeper.

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



MOTION PASSED 5-0

c. Confirmation of Emergency Actions – Chiller for Plymouth Cultural Center

The following resolution was offered by Moroz and seconded by Thomey.

RESOLUTION 2021-82

WHEREAS The City of Plymouth maintains a variety of buildings and from time to time the buildings are in need of repairs or upgrades; and

WHEREAS The Plymouth Cultural Center had two critical pumps fail on the building's refrigeration systems; and

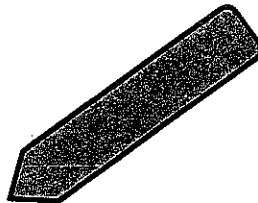
WHEREAS This failure of pumps required the use of a temporary booster chiller unit from Sunbelt Rentals, which had to be delivered, installed, started up and incorporated into the systems at the Cultural Center; and

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 rental of a "booster" chiller and required work to incorporate the unit into the building's systems. This authorization is for Sunbelt Rentals in the amount of \$9,403. Further, it is anticipated that an additional rental period(s) will be needed until the new pump and related parts arrive that have been delayed due to supply chain issues.

There was a roll call vote.

Yes: Deal, Moroz, O'Donnell, Thomey, Wolcott



MOTION PASSED 5-0

d. Equipment Fleet Review and Action Plan

The following resolution was offered by Moroz and seconded by Thomey.

RESOLUTION 2021-83

WHEREAS The City Commission established that the Administration shall develop and execute a comprehensive asset management plan that includes a review of the equipment fleet; and

WHEREAS The City Administration has prepared a comprehensive report for the City Commission to review related to the City's equipment fleet, and funding of the Equipment Fund, as well as funding sources for replacement vehicles; and

WHEREAS The City Administration has made certain recommendations related to the acquisition of replacement vehicles for Fiscal Year 2021 – 22.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the City Administration's report related to Equipment Fund Plan. This plan calls for the City to change funding of the Equipment Fund and the purchase of assets. The change in funding includes the institution of storage fees for specialized equipment and financing of certain vehicle purchases in order to build cash into the Equipment Fund for future vehicle replacement. In addition, the City will continue the use of the required state schedules for the Major and Local Street Funds in accordance with regulations.

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the City Administration to move forward with bringing purchase packages to the City Commission for final approval in accordance with the following plan for Fiscal Year 2021 - 22.

<u>Equipment</u>	<u>Approx. Cost</u>	<u>Funding Source</u>
Fire Truck ( <i>late 2022/23</i> )	\$700,000 – (\$200,000 trade in)	Community Leasing Partners
Vactor	\$600,000 – (\$162,000 buy back)	Water/Sewer Fund
Street Sweeper	\$300,000	Solid Waste Fund
PD Tahoes (2)	\$45,000	Community Leasing Partners
Pick Up Trucks (3)	\$115,000	Community Leasing Partners
DMS Tahoe	\$40,000	Community Leasing Partners

STILL FURTHER, the City Administration will need to bring back to the City Commission for approval all purchases of vehicles outlined above and financing/funding sources for said purchase. Further, the Equipment Asset list and recommended replacement schedule shall be reviewed annually as a part of the City's Budget Adoption Process.

Porman answered questions about the need for only one street sweeper, the list of possible additions to the fleet, and being mindful of sustainability and operating costs.

Finance Director John Scanlon explained the lease-to-own financing the City has used for fire trucks.

Porman asked that the resolution add the word "each" after the \$45,000 cost of the PD Tahoes.

There was a roll call vote.

Yes: Deal, Moroz, O'Donnell, Thomey, Wolcott

MOTION PASSED 5-0

e. Police Command Officer Contract Tentative Agreement

The following resolution was offered by Moroz and seconded by Deal.

RESOLUTION 2021-84

WHEREAS The City of Plymouth has employee groups that are represented by unions, and from time to time those union contracts expire and new contracts need to be negotiated; and

WHEREAS The contract with the Plymouth Command Police Officers through their Representative Agent from COAM expires on December 31, 2021 and a new contract needs to be implemented; and

WHEREAS The City and the Police Command Officers agreed to a one-year extension of their contract which ended December 31, 2020 without any changes, including no increases in salary as a result of the many unknowns related to Covid pandemic; and

WHEREAS The City and the union have in good faith met and discussed a new agreement that would begin on January 1, 2022; and

WHEREAS The City and the union have come to a tentative agreement on a new contract.



## **Department of Municipal Services**

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

Date: March 16, 2022  
To: Paul J. Sincock, City Manager  
From: Chris S. Porman, Asst. City Manager  
Christopher Helinski, Asst. Director Municipal Services  
Re: Purchase Street Sweeper

### Background

One of the biggest ongoing maintenance tasks that the DMS has is keeping our neighborhood streets and business districts clean. Every year it starts with spring cleanup and runs all the way until the first snowflakes fall. Whether it is the “helicopters” from maple trees or debris from one of our special events, the streets can become very messy. Even after bulk leaf pickup, we sweep the streets of the last remaining leaves. Obviously having a street sweeper is essential in our operations.

We currently own two street sweepers that have both outlived their useful lives. One of our sweepers is a “vacuum” style and the other is a “mechanical” style which uses a conveyor system for debris storage. The “vacuum” style is from 2001 and the “mechanical” style is from 2007. We have had to make significant repairs over the last couple years to be able to keep the machines on the road.

We researched multiple companies and from there, discussed with the companies what offerings their product line contained. We also looked at what options would be available to allow us to continue our “swiss army” approach to new pieces of equipment. We found a solution from MTech with the Bucher V65. We found that option that would allow us the ability to use the street sweeper as designed, but also be able to use a vacuum tube for catch basin cleaning. The unit is also capable of a larger amount of water storage, so we would not need to constantly fill up, keeping the machine on the road.

We are able to participate with a cooperative pricing program known as CoPro+ (Collaborative Procurement plus), which has also been used by Wayne County RESA as our bid process. CoPro+ is a collective purchasing program by the Michigan Association of Counties that is being offered to us to take advantage of the pricing.

The price listed in the Agreement with MTech shows a trade in price for our current sweepers. We have the option to look at auctioning the machines to see if we can get a higher value for

these units up to 90 days after receiving the new sweeper. If we can sell them ourselves for a higher value, we reap the benefits, and if not, we have the guaranteed trade in price. We also spoke with MTech about a guaranteed trade in on the new Street Sweeper as a way to trade in the unit while it still holds value. Whether we utilize it or not will be a decisions down the road, but an option nonetheless.

#### Recommendation

It is our recommendation that the City Commission approve the purchase of the Bucher V65 from MTech based on the CoPro+ Purchasing program for the purchase price of not to exceed \$293,554. We will work to try and sell out two current sweepers within 90 days of delivery of the new sweeper, which may ultimately lower our transaction amount to MTech, but if we are unsuccessful, we have the guaranteed trade in values. The funding for the purchase of this unit will come from the Solid Waste Fund.

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



**T:** (800) 362-0240  
**E:** sales@mtechcompany.com  
**W:** www.mtechcompany.com

7401 First Place  
Cleveland, Ohio 44146

Chris Helinski, Chief of Operations  
City of Plymouth MSD  
1231 Goldsmith St.  
Plymouth, MI 48170

January 3, 2021

**Re: Bucher V65 Street Sweeper Guaranteed Buyback Terms**

Chris:

This letter shall confirm our understanding that MTech will agree to re-purchase your new Bucher V65 street sweeper back from the City should you decide to purchase this unit from us. The buyback amounts are listed below and are based on the number of years that have passed from the original delivery date of the sweeper at the time the buyout occurs:

- Original Purchase Price: \$328,554.00 (100.00%)
- 5 Years: \$98,566.20 (30.00%)
- 6 Years: \$84,602.66 (25.75%)
- 7 Years: \$70,639.11 (21.50%)
- 8 Years: \$56,675.57 (17.25%)
- 9 Years: \$42,712.02 (13.00%)
- 10 Years: \$28,748.48 (8.75%)

Please note that this guaranteed buyback is subject to the following conditions:

- 1) All scheduled maintenance must be performed at the city's sole expense (excluding warranty repairs). All scheduled maintenance includes, but is not limited to, the chassis and all related components, the street sweeper body and all related components, the auxiliary engine, the fan/housing, etc...
- 2) All wear and tear items must be repaired or replaced as needed under normal guidelines by Plymouth at the City's sole expense.
- 3) The unit shall be returned in the same manner it was received, except for normal wear and tear.
- 4) The City of Plymouth will maintain detailed maintenance records showing that the above conditions were met. These records will be made available to MTech upon request.
- 5) The total hours of sweeping operation on this machine will not exceed an average of 1,000 hours during each year period of ownership (i.e. 5,000 hours in 5 years).

**ELEVATE**



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Cleveland, Ohio 44146

Assuming the above conditions are all met, the City of Plymouth will be eligible to sell this truck back to MTEch at any of the annual buyback intervals listed above for the respective amounts listed. The City is under no obligation to exercise this option and must give MTEch written notice of intent to exercise the buyback option no less than 90 days prior to the delivery date anniversary for the option year being exercised. MTEch reserves the right to perform an on-site inspection of the unit after receiving written notice from the City to ensure the above conditions have been met and to request additional repairs be completed by the City if necessary. The City of Plymouth will NOT be obligated to purchase a new unit from either MTEch or Bucher in order to be entitled to this buyback program. Please feel free to reach out if you have any additional questions.

Sincerely,

Corey Padrutt, Regional Manager  
MTEch Company  
(330) 807-5826  
[cpadrutt@mtechcompany.com](mailto:cpadrutt@mtechcompany.com)

**ELEVATE**



**Dealer**

**MTech**

**Date**

**3/16/22**

**End User**

**City of Plymouth, MI**

**Contract**

**Wayne County RESA CoPro+ Contract #2018-WR-060-M**

## V65t Standard Sweeper Equipment

### Standard Factory Warranty: 2 years or 2,000 Hours

Stainless Steel Cowling with 11/4" Sound Proof Liner	L.E.D Indicators on All Solenoid Plugs
Completely Covered & Sealed Auxiliary Engine Compartment	Step-Up Gear Box Driven Vacuum Fan via Fluid Coupler
10" Inside Diameter Vacuum Hose with Straight Inlet Design	Coolant/Oil Pressure Shutdown System
Electrical Over Hydraulic Hopper Lift System	Maxigap: In-Cab Vacuum Nozzle Tilt System
Molded Composite 50 Gallon Auxiliary Engine Fuel Tank w/ Locking Cap	28" Diameter Trailing Arm Design Gutter Brooms with LED Work Lights
8.5 Cubic Yard Stainless Steel Hopper with Lifetime warranty	16" x 50" Wide sweep Broom
55 degree Dump Angle of hopper	"Unhanded" Suction Nozzle & Gutter Broom Assemblies
Two (2) Hopper Drain Ports on Rear Door:1- 3" Drain Hose and 1- 2" Ball Valve	In-Cab Dual Gutter Broom Speed Control
Two (2) Side Mounted Hopper Access Doors; LH & RH	In-Cab Gutter Broom Down Pressure Control
Two (2) Lockable Built-In Hopper Side Storage Lockers: LH & RH	Master Sweep Control Switch to Start/Stop All Sweeping Functions
415 Gallon Stainless Steel Water Tank w/ Lifetime Warranty	20 Gallon Hydraulic Oil Tank
Remote Ground Level Drains: Engine, Hydraulic, Gearbox Oil & Coolant	Catwalk 60" x 12"
Four (4) Gutter Broom Water Spray Jets Per Side	125 Micron Suction & 25 Micron Return Hydraulic Filters
Bumper Mounted Wide sweep Water Spray Bar with Four (4) Spray Jets	Hopper and Water Tank Interconnect
Four (4) Internal Water Spray Jets at each Vacuum Nozzle	Automatic Safety Body Prop with Hands Free Release
Remote Grease Zerk for Wide Sweep Pivot	Turbo III Precleaner for Auxiliary Engine
Handheld Pendant Wide Sweep Broom Down Pressure Control	25' Hydrant Hose with Coupling & Wrench
Inside or Outside Cab Handheld Pendant Dump Controls	Centralized Weatherproof Systems Locker with Strip LED Light
Electrical Wiring Color and Number Coded	25 ft. Wash-down Hose
Dust Proof Electrical Wiring - IP65 Standards	Two (2) Rear Mounted LED Stobes with Limb Guards
Water Proof Electrical Wiring - IP67 Standards	Body Paint Two Part Epoxy Factory White
In Cab integrated sweeper controls with data capture and to monitor performance	Engine Pack & Sweep Gear Powder Coated Gray
Stainless Steel Hopper Screens	1 each Sweeper Ops Manual & Parts & Service CD - English

QTY	ID Number	DESCRIPTION	CoPro+ Available	CoPro+ Selected
0	VT652-S	Single Gutter Broom with Pneumatic Flap	\$154,350	\$0
1	VT652-D	Dual Gutter Brooms with Pneumatic Flaps	\$159,600	\$159,600
0	JCB-LP74	JCB Ecomax 74 HP (55kW) @ 2,200 RPM Turbocharged Tier 4 Final Diesel Engine.	Standard	\$0
1	JCB-HP125	JCB Ecomax Tier 4 Final 125HP 93kW @2200 RPM Requires EN690 (or equivalent) Ultra-low Sulphur fuels.	\$13,125	\$13,125
1	K30025	Gutter Broom In-Cab Tilt Control - Dual	\$4,410	\$4,410
0	K30218	Gutter Broom In-Cab Tilt Control - Single	\$2,205	\$0
1	K30653	Gutter Broom Lateral In-Cab Control - (Dual) available on Dual Sweep VTs only	\$2,625	\$2,625
0	K30652	Gutter Broom Lateral In-Cab Control - (Single) available on Single Sweep VTs only	\$1,313	\$0
1	K30022	Simultaneous Sweep	\$1,260	\$1,260
0	K30257	Widesweep Broom Powascrub - Added down pressure for SEVERE application. NOTE: Risk of Significant reduction in broom life	\$1,470	\$0
1	K30257D	Dual Gutter Broom Powathrust - Added down pressure for SEVERE application. NOTE: Risk of Significant reduction in broom life.	\$2,625	\$2,625
0	K30257S	Single Gutter Broom Powathrust - Added down pressure for SEVERE application. NOTE: Risk of Significant reduction in broom life.	\$1,365	\$0
0	K30018	Bonded Intake Ducts, Tubes and Heavy Duty Wearplates - Rubberized (Dual)	\$3,675	\$0
0	K30240	Bonded Intake Ducts, Tubes and Heavy Duty Wearplates - Rubberized (Single)	\$1,838	\$0
0	K39907	Additional Full Width Wide Mouth Nozzles (Requires HP Engine & Simultaneous Sweep Options)	\$15,855	\$0
1	K39901	Screen Vibrator - Pneumatic	\$1,733	\$1,733
1	K49904	EZ Clean - Hopper Body Flush Out (2 nozzles)	\$2,363	\$2,363
1	K30024	Catch Basin, Powaboom 8" Diameter includes two (2) Aluminum - 4 ft. Crown and 6 ft. flanged Extensions	\$8,820	\$8,820
0	K39911	Four (4) Foot Aluminum Crown extension.	\$525	\$0



QTY	ID Number	DESCRIPTION	CoPro+ Available	CoPro+ Selected
0	K39913	Four (4) Foot Aluminum <u>flanged</u> extension.	\$551	\$0
0	K39915	Six (6) Foot Aluminum <u>Crown</u> extension.	\$551	\$0
0	K39917	Six (6) Foot Aluminum <u>flanged</u> extension.	\$525	\$0
0	K39914	Extension Rack Rear door or mid-mounted; holds 2 extensions (Includes option subframe)	\$3,045	\$0
0	K30481	Spring Mounted Rear Littasnatch	\$4,515	\$0
0	K30519	Supawash, 8 gpm, 1500 psi Handlance only	\$8,925	\$0
1	K30145	Supawash, 8 gpm, 1500 psi with Handlance, Wide Sweep Broom Spray Bar Rear Mounted & Suction Nozzle Spray Bar Rear Mounted	\$10,290	\$10,290
0	K39908	Supawash, 8 gpm, 1500 psi with Handlance, Wide Sweep Broom Spray Bar Rear Mounted & Suction Nozzle Spray Bar Rear Mounted & Curb Nozzle	\$10,920	\$0
0	K31088	Rear Door Drain Valve - 4" diameter	\$1,155	\$0
0	K39999	Additional Stainless Steel Water Tank 225 Gallons - Adds 20 inches to WB Consult factory prior to placing order.	\$8,400	\$0
0	K30368	PM-10 Dual, available on Dual Sweep VTs. Adds 9 Extra Spray Nozzles Per Side	\$4,410	\$0
0	K30369	PM-10 Single, available on Single Sweep VTs. Adds 9 Extra Spray Nozzles	\$2,363	\$0
1	K30186	Split Arrow Stick, LED	\$1,680	\$1,680
0	K39914 SF	Option Subframe (required for Rear Door rack and Arrowboard Installation)	\$1,654	\$0
0	K12228	Fire Extinguisher 5 Pound	\$315	\$0
0	K30483	Strobe, Amber (Cab Mounted) LED with Limb Guard	\$893	\$0
0	K30151	Engine/Cowl Mounted Worklight LED	\$446	\$0
0	K30153	Work Lights Set of two (Rear mounted) LED	\$735	\$0
1	JNA001	Camera Single Rear Vision Displayed on JVM	\$1,680	\$1,680
0	JSL002	Cameras Dual Rear & Side Displayed on JVM	\$2,625	\$0
0	JSL003	Cameras: Triple Rear & Both Sides Displayed on JVM	\$3,675	\$0

QTY	ID Number	DESCRIPTION	CoPro+ Available	CoPro+ Selected
0	TM00001	Extra - Johnston Technical Manual - Paper Copy	\$420	\$0
0	TM00001	Extra Johnston Operator's Manual - Paper Copy	\$158	\$0
0	JNA100CD	Extra Johnston CD Manuals - includes Operators, Parts, Service and Technical	\$315	\$0
0	K37633	Set of Spare Keys for Sweeper: Fuel Cap, Systems Locker or Side Lockers	\$158	\$0
0	K37635	Custom Paint Color: Sweeper Body and or Chassis. Dealer must provide a 3x5 paint sample and the RAL or PPG paint code. <b>GET QUOTE</b>	\$0	\$0

QTY	ID Number	DESCRIPTION	CoPro+ Available	CoPro+ Selected
0	MODELYEAR	Model Year Pricing Updates	\$8,190	\$0
0	AUTOLUBE	Auto Lube System	\$6,825	\$0
0	GBEXTRCH	GB Extended Reach	\$998	\$0
0	PAINT-MISC	Paint - Body or Cab, Standard Paint Colors Only	\$1,943	\$0
0	BRONZE	Bronze Sweeper Total 3 years or 4,500 Hours Parts and Labor	\$6,650	\$0
0	SILVER	Silver Sweeper Total 4 years or 6,000 Hours Parts and Labor	\$7,750	\$0
0	GOLD	Gold Sweeper Total 5 years or 7,500 Hours Parts and Labor	\$8,750	\$0
0	JCB3	JCB 3 years or 5,000 hours	\$2,520	\$0
0	JCB4	JCB 4 Years or 5,000 hours	\$2,940	\$0
0	JCB5	JCB 5 years or 5,000 hours	\$3,360	\$0
0	CUMMINS4	Cummins 4 years or 150,000 miles	\$2,400	\$0
0	CUMMINS5	Cummins 5 years or 150,000 miles \$	\$2,650	\$0
0	ALLISON2500	Allison 5 years unlimited miles 2500 RDS	\$1,365	\$0
0	ALLISON3500	Allison 5 years unlimited miles 3500 RDS	\$1,785	\$0
0	FTL3	Freightliner 3 years or 100,000 miles chassis warranty (excludes engine and transmission)	\$1,500	\$0
0	FTL5	Freightliner 5 years or 100,000 miles chassis warranty (excludes engine and transmission)	\$3,413	\$0
0	FTL7	Freightliner 7 years or 100,000 miles chassis warranty (excludes engine and transmission)	\$4,778	\$0
			<b>Sweeper Subtotal</b>	<b>\$210,210</b>

**Standard Chassis Equipment**

AM/FM/WB Radio CD, A/C, Dual Air Suspension Seats, Remote & Heated Mirrors, Back Up Alarm, Dualization, and Allison 2500 RDS Transmission, 2 group 31 batteries 2250 CCA,160 amp Alternator, Battery disconnect, Right hand exhaust, power windows and locks.Two speed rear axle.

		CoPro+ Available	CoPro+ Selected
1	Freightliner M2 Conventional Chassis, Cummins ISB 6.7 200 HP Engine with EPA GHG17 Emissions.	\$114,450	\$114,450
0	International, 4300 M7,Conventional Chassis, Cummins ISB 6.7 220 HP Engine with EPA GHG17 Emissions.	\$114,450	\$0
0	Autocar Cab Over, AMCD, Cummins ISB 6.7 200 HP Engine with EPA GHG17 Emissions.	\$139,650	\$0
0	Peterbilt Cab Over, 220, PACAR PX-7 220 HP Engine with EPA GHG17 Emissions - <b>ONLY</b> Single Speed Rear Axle	\$139,650	\$0
1	Sports Chassis Dualization - Freightliner Chassis <b>ONLY</b> - Independent LH/RH steering boxes with mirrored dash and gauge clusters. Each driver position has identical controls that consist of only Freightliner OEM components.	\$2,494	\$2,494
<p><b>Note: A chassis being supplied by a customer or dealer must comply with all BMNA requirements or the chassis will be modified at customer's expense. Consult Factory Prior to Placing order. The customer is RESPONSIBLE for dualized steering.</b></p>			

QTY	SPECIAL CHASSIS OPTIONS AND MODIFICATIONS	Price
1	PP 001: Preference Plus - extended functionality for custom monitoring, reporting and sweep settings.	\$1,400
1	Dual Powaboom Mounting Brackets (each side)	\$0
1	3-User Sonetics Set. Includes Charging Case, Comhub, and 3 Headsets (demo set)	\$5,595
0		\$0
0		\$0
0		\$0
0		\$0

**DISCOUNTS**

1	Trade In: \$25K for Broom Bear / \$10K for Whirlwind * See Terms and Conditions Below	\$35,000	-\$35,000
1	Demo Sonetics set included with purchase of sweeper	\$5,595	-\$5,595
<b>CoPro+ Total with Body, Chassis, and Discounts</b>			<b>\$293,554</b>

**MTech Trade-In Terms and Conditions:**

MTech will allow the City of Plymouth up to 90 days after taking delivery of their new Bucher V65 sweeper to accept MTech's trade-in offer(s) for their old machine(s). During this time, the City may attempt to sell the existing sweeper(s) on their own to try to get the best value possible for the equipment. Once that 90 day window has passed, MTech's trade-in offer(s) may no longer be honored. If MTech's trade-in offer is accepted, customer must turn their old equipment over to MTech in complete working condition within 30 days of acceptance. All repairs must be completed and any wear and tear items must also be repaired or replaced at customer's expense prior to turning equipment into MTech. MTech reserves the right to perform an on-site inspection of the equipment being traded in prior to delivery and may deduct the cost of any outstanding repairs needed from the trade-in value owed to the customer at our sole discretion.

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

RESOLUTION

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

WHEREAS The City of Plymouth operates a street system which requires the sweeping of Debris from the street, and

WHEREAS The Municipal Services staff has demonstrated two different sweepers and Recommends the Bucher V65 sweeper, and

WHEREAS The City has the opportunity to use the CoPro+ collaborative group purchasing Plan.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of a Bucher V65 Street Sweeper in the amount of \$328,554.00. Further, the City Administration is authorized to trade in the current city owned Broom Bear Sweeper for a value of \$25,000 and the Whirlwind Sweeper for a value of \$10,000 to reduce the overall price of the new sweeper to \$293,554.

BE IT FURTHER RESOLVED THAT the funding for the new street sweeper is authorized from the City's Solid Waste and Recycling Fund.