



Plymouth City Commission

Regular Meeting Agenda

Tuesday, February 21, 2023 7:00 p.m.
Plymouth City Hall & Online Zoom Webinar

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

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

Join Zoom Webinar: <https://us02web.zoom.us/j/89703018207>

Passcode: 085476

Webinar ID: 897 0301 8207

1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call

2. PROCLAMATION: Aaron Micek, Ambassador of Plymouth

3. APPROVAL OF MINUTES

- a. February 6, 2023 City Commission Study Session Minutes
- b. February 6, 2023 City Commission Regular Meeting Minutes
- c. February 11, 2023 City Commission Study Session Minutes

4. APPROVAL OF THE AGENDA

5. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of January 2023 Bills
- b. Special Event: Sand Volleyball, Thursdays, April 27 – September 28, 2023
- c. Special Event: DDA Music in the Air, Fridays, May 26, June 2,9,16,23,30, July 14,21,28, August 4,11,18,25, September 1, 2023
- d. Special Event: West Middle School 6th Grade Picnic, Friday, June 2, 2023
- e. Special Event: An American Salute MI Philharmonic Patriotic Pops Concert, Saturday, July 1, 2023
- f. Special Event: Glow Yoga, Thursday, September 21, 2023

6. CITIZEN COMMENTS

7. COMMISSION COMMENTS

8. PUBLIC HEARING

- a. Transfer of Stock Greek Islands – G.I. Poros

9. OLD BUSINESS

10. NEW BUSINESS

- a. Intergovernmental Agreement with Wayne County Park Millage Funds
- b. Grant Funded Purchase of Table & Chairs
- c. Brownfield Reimbursement Agreement
- d. Adoption of 2023 One-Year Tasks for Strategic Plan

11. REPORTS AND CORRESPONDENCE

- a. Liaison Reports
- b. Appointments – if needed

12. ADJOURNMENT

Citizen Comments - This section of the agenda allows up to 3 minutes to present information or raise issues for items not on the agenda. Upon arising to address the Commission, speakers should first identify themselves by clearly stating their name and address. Comments must be limited to the subject of the item. Persons with disabilities needing assistance with this should contact the City Clerk's office at 734-453-1234 Monday through Friday from 8:00 a.m.-4:30 p.m., at least 24 hours prior to the meeting. An attempt will be made to make reasonable accommodations. Consent Agenda- The items on the Consent Agenda will be approved by one motion as Agenda Item #4. There will be no separate discussion of these items unless a Commissioner or citizen so requests, in which case that item will then be placed on the regular agenda.

City of Plymouth Strategic Plan 2022-2026

GOAL AREA ONE - SUSTAINABLE INFRASTRUCTURE

OBJECTIVES

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

GOAL AREA TWO – STAFF DEVELOPMENT, TRAINING, AND SUCCESSION

OBJECTIVES

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

GOAL AREA THREE - COMMUNITY CONNECTIVITY

OBJECTIVES

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

GOAL AREA FOUR - ATTRACTIVE, LIVABLE COMMUNITY

OBJECTIVES

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



Proclamation

Whereas, It is the desire of the City of Plymouth to recognize distinguished and exceptional employees and citizens of the Plymouth community; and

Whereas, Aaron Micek, demonstrated bravery and selflessness on February 15, 2023, when he and his brother were dining at Karl's Cabin, located at 6005 Gotfredson, Plymouth, MI, when they smelled smoke in the vicinity; and

Whereas, After investigating the situation and confirming the presence of an active fire, Aaron Micek immediately cleared patrons from the establishment; and

Whereas, Aaron Micek's quick actions were instrumental in preserving the wellbeing of all those present.

Now, Therefore, I, Nick Moroz, Mayor of the City of Plymouth, hereby declare Aaron Micek to be an

Ambassador of Plymouth

with all the rights, privileges and honors pertaining thereto, and express sincere gratitude to one of the Plymouth Community's true heroes.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Plymouth to be affixed hereto this twenty-first day of February 2023.

*Nick Moroz, Mayor
City of Plymouth, Michigan*





Plymouth City Commission Study Session

February 6, 2023 5:30 p.m.
Plymouth City Hall 201 S. Main Plymouth, MI 48170

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 5:30 p.m.

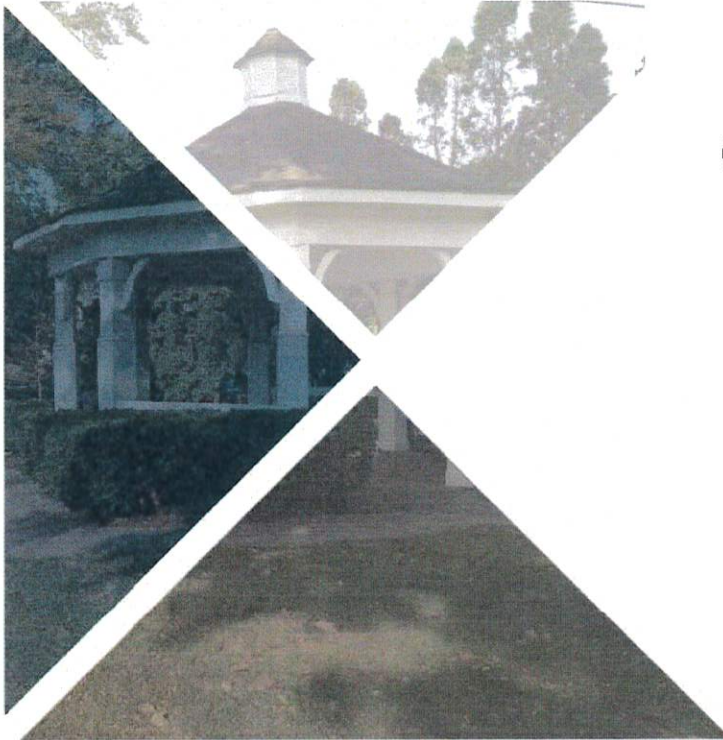
CITY COMMISSION MEMBERS PRESENT: Mayor Moroz, Mayor Pro Tem Suzi Deal, Commissioners Linda Filipczak, Jennifer Kehoe, Alanna Maguire, Kelly O'Donnell, Marques Thomey

2. CITY COMMISSION STUDY SESSION

Warren Creamer and Steve Burke from Michigan Financial Consultants gave the attached presentation.

MFCI

MUNICIPAL
FINANCIAL
CONSULTANTS



City of Plymouth

February 6, 2023

MFCI, LLC

Warren M. Creamer
Steven Burke, CFA

435 Union St. | Milford, MI 48381

P & F: 313-782-3011

Finance Working Group

Municipal Advisor - MFCI, LLC

- **Primary Role:** Act as the fiduciary to the City in any financial transaction
- MFCI advises on all financial aspects of each transaction:
 - Issue Structure
 - Sale Type
 - Timing
 - Sizing
- MFCI must always act in the best interest of the City.
- MFCI is registered with the SEC and Municipal Securities Rulemaking Board.



Finance Working Group - Continued

Bond Counsel – Miller Canfield

- **Primary Role:** Advise the City and ensure compliance with state and federal laws
- Draft Legal Documents
 - Notice of Intent
 - Bond Resolution
- Provide legal opinions:
 - Legality of Bonds
 - Tax Exempt Status of Bonds

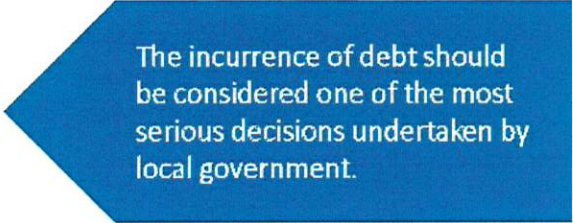


Intro to Bond Financing

MFCI

Michigan Public Finance - Bonds 101

- All borrowings in the State of Michigan must be authorized by State Law.
 - Local municipalities may not “just go to a bank” for a mortgage or commercial loan.
 - Any financing must include the issuance of a bond or note.
 - State law and treasury regulations require local municipalities to follow set procedures prior to the issuance of debt.

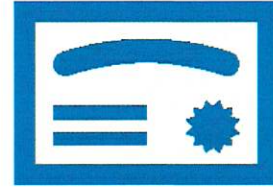


The incurrence of debt should be considered one of the most serious decisions undertaken by local government.



What is a bond?

- Installment Purchase Obligation
 - Other Examples:
 - Mortgage
 - Car Loan
- Typically used to finance high price, long lifespan assets
- Bond issuer agrees to pay bond purchaser:
 - A set dollar amount,
 - At an interest rate,
 - Over set a period of time.



Who buys bonds?

- Typical Bond Buyers:
 - Banks
 - Insurance Companies
 - Investment Advisors
 - Individuals
- Bonds can be purchased and held to maturity or traded in the secondary market.



Why buy bonds?

- The most attractive feature of municipal bonds to bond buyers is their tax-exempt status.
- Bonds are typically tax exempt if they are:
 - Issued by local governments
 - For a public purpose
- Tax exemption:
 - Applies to the interest income received by the holder of the bonds
 - Includes federal, state, and local income taxes
- Tax exempt status:
 - Increases demand for bonds
 - Reduces interest cost to bond issuer



What are the types of bonds?

- **General Obligation (GO Bonds)** represent the highest level of security because the issuing municipality pledges its taxing capacity (full faith and credit) to repay bond principal and interest.
- **GO Bonds** can include installment purchase contracts which are typically used to finance equipment and are shorter term.
 - **Unlimited Tax General Obligation (UTGO)**
 - Requires electorate vote and approval
 - Voters approve the bond amount and final maturity on the ballot
 - Voters pledge to levy an unlimited tax to ensure bond payment
 - **Limited Tax General Obligation (LTGO)**
 - Does not require electorate vote or approval
 - Municipality pledges tax revenue up to the amount permitted by state law and local charter



What are the types of bonds? (cont.)

- **Revenue Bonds** are considered less secure than GO Bonds and generally carry a higher interest rate.
- Typically used to finance self-supporting operations, including:
 - Water Systems
 - Sewer Systems
 - Airports
- Repaid with user or service fees
- Double Barrel bonds pledge both revenues and general obligation and are considered more secure than straight revenue bonds.



What are the types of bonds? (cont.)

- **Capital Improvement Bonds**
 - Created by the Revised Municipal Finance Act (Act 34 of 2001)
 - May be issued for any depreciable asset
 - Issued as Limited Tax General Obligation
 - Municipality pledges tax revenue up to the amount permitted by state law and local charter
 - Subject to the right of referendum (45-day referendum period)
 - May not exceed 5% of the municipality's State Equalized Value (SEV)



How much can we borrow?

- Legal Debt Limit for Municipalities
 - Established by State Law
 - Based on 10% of SEV plus other allowed addbacks for cities
- In most cases, the maximum state law borrowing amount is higher than the practical/prudent maximum borrowing amount.

City of Plymouth
As of January 30, 2023

City's Ad Valorem SEV	\$886,048,000
Plus Half of Act 198 Property	N/A
Plus for Revenue Sharing (1)	108,304,613
Plus LCSA/PPT (2)	20,133,953
Total SEV Value	1,014,486,566
Debt Limit (3)	101,448,657
Debt Outstanding	9,304,338
Less: Exempt Debt (4)	0
Net Debt Outstanding	9,304,338
Legal Debt Margin	\$92,144,319



How much does it cost to issue bonds?

- Costs of Issuance are dependent on sale method and may include:
 - Bond Counsel
 - Municipal Advisor
 - Rating Agency Fee
 - Treasury Fee
 - MAC Fee
 - Underwriter's spread
 - Miscellaneous Costs



How much does it cost to issue bonds? (cont.)

- Principal Repayment
 - Repaid on a set maturity schedule
- Interest Payments
 - Usually repaid semi-annually on a set schedule
 - Can drastically increase the cost of a project over the life of the bond
 - Driven by a variety of factors, including:
 - Market conditions
 - Security pledged
 - Bond structure
 - Issuer's Bond Rating



Bond Rating



Cit of Plymouth Current Bond Rating

- Current Rating: **"AA"** (S&P Global)
- AA = Third highest possible rating
- S&P Global Rating Scale
 - AAA = Highest
 - D = Lowest
 - Intermediate ratings of (+) or (-) at each level
- Bond ratings provide investors an assessment of the creditworthiness of the bond issuer
- A higher bond rating indicates the issuer is considered to be more financially stable and less likely to default on debt obligations.

S&P Global
Ratings



Bond Rating Criteria - Introduction

- Seven Rating Components
 - Each component scored from 1 to 5 (1 = best)
 - Overall weighted score for AA credit ranges from 1.95 to 2.34.
- Plymouth's overall weighted score is 1.50.
 - Determined using:
 - S&P's Credit Scenario Builder for local governments
 - The most current information available
- The City's score has improved from 2.00 since 2014 due to:
 - Strong and stable City Management
 - Improved wealth and debt metrics



Bond Rating Criteria – Local Economy

- Local Economy (30%)
 - The largest single component of the City's rating.
 - Measured by a cross-section of per capita true cash value and per capita income as a percentage of the national average.
 - The City's indicative score is 1.50, which is considered strong.
 - The City's participation in the Detroit and Ann Arbor metropolitan statistical areas improve the score to 1.00, which is considered very strong.



Bond Rating Criteria – Financial Management

- Financial Management Practices (20%)
 - Addresses the policies and practices that provide continuity from one administrative/legislative body to the next. These policies and practices include:
 - Minimum operating reserves
 - Capital improvement planning
 - Conservative investment strategies
 - Debt limitations
 - Multi-year budgeting/forecasting.
 - The City's financial management score is 2.0, which is considered strong.
 - The formalization of the City's unassigned general fund balance policy would put upward pressure on this rating component.



Bond Rating Criteria – Budgetary Flexibility

- Budgetary Flexibility (10%)
 - The first of three financial metrics.
 - Measured by the available general fund balance as a percentage of general fund expenditures and recurring transfers out.
 - Available fund balance includes unassigned fund balance and other fund balance components that can be made available for other purposes in the event of unforeseen budgetary imbalances.
 - As of June 30, 2022, the City's unassigned general fund balance was approximately 38.44% of general fund expenditures and recurring transfers out.
 - That suggest a score of 1.0, which is considered very strong.



Bond Rating Criteria – Budgetary Performance

- Budgetary Performance (10%)
 - The second of the three financial metrics.
 - Measured by the net operating results of the City's general fund and total governmental funds.
 - Due to the inherent variability from year to year, especially when it comes to the total governmental fund group of accounts, the highest score S&P will assign is a 2.0, which is considered strong.
 - The City's budgetary performance has been historically strong and appropriately scores a 2.0.



Bond Rating Criteria – Liquidity

- Liquidity (10%)
 - The last of the three financial metrics.
 - Measured as a cross-section of total governmental available cash as a percentage of total governmental fund debt service as well as expenditures.
 - The City's liquidity score is a 1.0, which is considered very strong.



Bond Rating Criteria – Debt and Contingent Liabilities

- Debt and Contingent Liabilities (10%)
 - Measured by a cross-section of net direct debt as a percentage of total governmental fund revenues and total governmental fund debt service as a percentage of total governmental fund expenditures.
 - The indicative score for the debt and contingent liability component of the City's rating is 4.0, which is considered weak.
 - However, the City's score improves to 2.0, which is considered strong, because:
 - The City's net direct and overlapping debt is less than 3% of its true cash value, and
 - More than 65% of the City's outstanding debt is amortized in 10 years



Bond Rating Criteria – Institutional Framework

- Institutional Framework (10%)
 - Addresses the constitutional, statutory and regulatory environment in which the City operates.
 - Institutional framework has always been a component of the City's rating, but it is rarely discussed.
 - The score for all Michigan municipalities is 2.0, which is considered strong.



Bond Rating Criteria – Summary

- Plymouth’s 1.5 indicative score reflects the City’s:
 - Robust financial management policies
 - Strong management team with excellent succession planning
 - Improved wealth and debt metrics
 - Overall community stability
- However, it’s still likely the rating committee will once again exercise its discretion to lower the City’s indicative score by one notch due to:
 - Underfunded pension and OPEB liabilities, and
 - Wealth metrics that are not commensurate with AAA peers



Capital Needs Assessment

- Based on a review of the City's capital improvement plan, the City will determine the financing source(s) for upcoming capital needs.
 1. Cash/General Fund/Capital Projects Funds
 2. Grants/State/Federal Funding
 3. Bond Financing
- MFCI can assist City by providing scenarios and estimations of the cost of various financing options.



Required Disclosures

MSRB Rule G-10 Disclosure

MFCI, LLC (Municipal Financial Consultants) is registered with the Municipal Securities Rulemaking Board (MSRB) and the Securities and Exchange Commission (SEC).

Clients can access the MSRB or SEC via the internet at:

<http://www.msrb.org>

<http://www.sec.gov>

The MSRB provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. Certain of those protections also apply to potential clients of a municipal advisor. Municipal advisors must comply with MSRB rules when engaging in municipal advisory activities. Read about rule protections when working with a municipal advisory in the MSRB's brochure for municipal advisory clients.

If you have a complaint about your municipal advisor or about the municipal securities market, contact:

U.S. Securities and Exchange Commission
Office of Municipal Securities
100 F Street, N.E.
Washington, DC 20549
(202) 551-5680

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3. ADJOURNMENT

Thomey offered a motion, seconded by Filipczak, to adjourn the meeting at 6:42 p.m.

MOTION PASSED

NICK MOROZ
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK



City of Plymouth City Commission Regular Meeting Minutes Monday, February 6, 2023, 7:00 p.m. Plymouth City Hall 201 S. Main St. Plymouth, MI

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 and led the Pledge of Allegiance.

a. Roll Call

Present: Mayor Moroz, Mayor Pro Tem Suzi Deal, Commissioners Linda Filipczak, Jennifer Kehoe, Alanna Maguire, Kelly O'Donnell, and Marques Thomey

Also present: City Manager Paul Sincock, Attorney Bob Marzano and various members of the City administration

2. APPROVAL OF MINUTES

Filipczak offered a motion, seconded by Maguire, to approve the minutes of the January 17, 2023, City Commission meeting.

There was a voice vote.

MOTION PASSED

3. APPROVAL OF THE AGENDA

Filipczak offered a motion, seconded by Kehoe, to approve the agenda for Monday, February 6, 2023.

There was a voice vote.

MOTION PASSED

4. ENACTMENT OF THE CONSENT AGENDA

Maguire offered a motion, seconded by Filipczak, to approve the consent agenda.

- a. Approval of December 2022 Bills
- b. Special Event: Ghosts of Plymouth Walk- Saturday, April 22, 2023
- c. Special Event: Plymouth Community Band Concerts in the Park- Thursdays June 1,8,15,22,29 July 13,20,27, 2023
- d. Special Event: Wilcox Wednesdays Music in the Park- June 14,21,28 July 12,19,26 August 2,9,16,23, 2023
- e. Special Event: Art in the Park- Friday-Sunday July 7-9, 2023

There was a voice vote.

MOTION PASSED

5. CITIZEN COMMENTS

Lee Jacinski, 1380 Maple, complimented a builder who saved most of the trees at a building site.

Ellen Elliott, 404 Irvin, thanked those who coordinated the Ice Fest, as well as the Police Department and the Department of Municipal Services.

6. COMMISSION COMMENTS

Kehoe thanked administration and staff for their work on the Ice Fest.

Deal congratulated Thomey for being appointed to the Eastern Michigan University Board of Regents.

Thomey invited residents to attend the City Commission Strategic Plan meeting on February 11 at 8 a.m. at the Plymouth Cultural Center.

Moroz offered condolences for the loss of Plymouth Township Firefighter Battalion Chief Christopher Mack. He thanked staff who cleared the roads, worked on Ice Fest, and organized the Daddy Daughter Dance; and congratulated the following staff members on their work anniversaries: Mark Farhat – 11 years; John Buzuvis – 17 years; Lisa Hominga – 17 years; Marleta Barr – 21 years.

7. OLD BUSINESS

There was no old business.

8. NEW BUSINESS

a. Replacement of Electric Zamboni Batteries

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

RESOLUTION 2023-08

WHEREAS The City of Plymouth owns a variety of vehicles and specialty equipment to promote the public health, safety and welfare; and

WHEREAS The city owns a model 552AC electric Zamboni and they have owned and operated this equipment for a period of five years; and

WHEREAS It is time to replace the batteries in the Zamboni to allow for continued use of equipment; and

WHEREAS The City Administration has presented two proposals to complete the battery and replacement.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize Mid America Rink Services of Kalamazoo, Michigan to complete this work for a cost of \$14,290.00. Funding for this purchase is authorized from the City's Equipment Fund.

There was a voice vote.

MOTION PASSED

b. Soccer Equipment Bids – Fiscal Year 23-24

The following motion was offered by Filipczak and seconded by Deal.

MOTION 2023-09

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

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

NOW THEREFORE BE IT RESOLVED that the City Commission of the City of Plymouth does hereby accept as the lowest best bid the bid from Protime Soccer Equipment for a variety of soccer equipment for the 2023 - 24 Fiscal Year as follows:

ProTime Sports:

Protime – Youth Size Jerseys	\$12.95 each
Protime – Adult Size Jerseys	\$13.95 each
Protime “All Sport” Sock Black	\$ 2.45 per pair
Nova Soccer Balls size 3 & 4	\$6.35 each
Equinox Soccer Balls size 4 & 5	\$9.40 each

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

There was a voice vote.

MOTION PASSED

c. Second Quarter Budget Amendments

The following motion was offered by Filipczak and seconded by Deal.

MOTION 2023-10

WHEREAS Actual patterns of departmental expenditures occurred differently than originally projected in the 2022-23 City Budget as adopted in June of 2022; and

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

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

NOW THEREFORE BE IT RESOLVED that the 2022-23 City Budget is hereby amended as indicated in the 2nd quarter amendments column of the attached Budget Amendments Summary, which is made part of this resolution.

BE IT FURTHER RESOLVED that the City Finance Director is authorized to change the budgetary appropriations as indicated in the Budget Amendments Summary effective February 6, 2023.

**BUDGET ADJUSTMENT SUMMARY
SECOND QUARTER - FY 22-23**

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr Amendments	3rd Qtr Amendments	4th Qtr Amendments	Tot. All Amendments	Amended Budget
GENERAL FUND REVENUE: #101							
Property Taxes	6,789,220	-	-	-	-	-	6,789,220
Licenses & Permits	3,700	-	-	-	-	-	3,700
Federal/State Grants	478,100	-	-	-	-	-	478,100
State-Shared Revenues	1,166,387	-	-	-	-	-	1,166,387
Charges for Services	890,430	-	-	-	-	-	890,430
Cemetery Revenues	157,500	-	1,250	-	-	1,350	158,850
Parking Revenues	65,200	-	900	-	-	900	66,100
Other Operating Revenues	650,540	13,075	(790)	-	-	12,285	662,825
Appropriation of Surplus	865,107	(8,885)	35,465	-	-	26,580	891,607
Total Operating Revenue	11,181,184	7,410	36,925	-	-	44,335	11,195,519
Transfers In From Other Sources	10,000	-	-	-	-	-	10,000
Total Revenue All Classes	11,191,184	7,410	36,925	-	-	44,335	11,205,519
GENERAL FUND EXP: #101							
City Commission	133,725	-	4,350	-	-	4,350	138,075
City Manager	351,190	-	2,000	-	-	2,000	353,190
Legal Services	149,500	3,000	-	-	-	3,000	152,500
Finance Department	802,050	-	(38,125)	-	-	(38,125)	763,925
City Clerk	178,030	550	1,000	-	-	1,550	179,580
City Assessor	88,555	-	-	-	-	-	88,555
Management Information Services	365,200	-	-	-	-	-	365,200
Election Services	112,340	900	5,825	-	-	6,725	119,065
Cemetery	157,580	-	1,100	-	-	1,100	158,680
Police Department	4,413,280	-	(11,850)	-	-	(11,850)	4,401,430
Fire Department	1,225,125	60	-	-	-	60	1,225,185
MSD Administration	346,075	2,000	5,230	-	-	7,230	353,305
City Hall Maintenance	116,505	-	-	-	-	-	116,505
Parks & Public Property	212,390	-	20	-	-	20	212,410
MSD Yard Maintenance	83,845	-	-	-	-	-	83,845
Street Lighting	195,000	-	-	-	-	-	195,000
Miscellaneous MSD Services	-	-	-	-	-	-	-
Bathery Maintenance Expense	2,375	-	1,000	-	-	1,000	3,375
Special Events	181,175	-	-	-	-	-	181,175
Parking System	52,750	900	9,700	-	-	10,600	63,350
MSD Services - CDA	174,725	-	1,500	-	-	1,500	176,225
Other Functions	291,768	-	1,875	-	-	1,875	293,643
Capital Outlay	1,257,300	-	103,500	-	-	103,500	1,360,800
Debt Service	32,565	-	-	-	-	-	32,565
Tot. Gen'l Operating Expenditures	10,724,120	7,410	85,925	-	-	94,335	10,818,461
Transfers Out to Other Funds	387,058	-	-	-	-	-	387,058
Contingency	50,000	-	(50,000)	-	-	(50,000)	-
Total Expenditures	11,161,184	7,410	36,925	-	-	44,335	11,205,519

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr Amendments	3rd Qtr Amendments	4th Qtr Amendments	Tot. All Amendments	Amended Budget
MAJOR ST FUND REV: #202							
See & Weight Taxes	786,889	-	-	-	-	-	786,889
Contrib & Other	5,000	-	2,500	-	-	2,500	7,500
Appropriation of Surplus	-	-	40,891	-	-	40,891	40,891
TOTAL REVENUE	791,889	-	43,391	-	-	43,391	835,280
MAJOR ST FUND EXP: #202							
Administration/Debt	58,498	-	(27,394)	-	-	(27,394)	31,104
Routine Maintenance	151,890	-	850	-	-	850	152,740
Stormwater System Maintenance	1,000	-	-	-	-	-	1,000
Traffic Signal Maintenance	84,710	-	-	-	-	-	84,710
Snow & Ice Control	74,375	-	25	-	-	25	74,400
Road Construction	30,000	-	70,500	-	-	70,500	100,500
Transfers Out to Other Funds	393,445	-	-	-	-	-	393,445
Contingency	-	-	-	-	-	-	-
TOTAL EXPENDITURES	791,889	-	43,391	-	-	43,391	835,280

BUDGET ADJUSTMENT SUMMARY
SECOND QUARTER - FY 22-23

FUND	DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
GENERAL FUND REVENUE:	#101							
	Property Taxes	8,769,220	-	-	-	-	-	8,769,220
	Licenses & Permits	3,700	-	-	-	-	-	3,700
	Federal/State Grants	478,100	-	-	-	-	-	478,100
	State-Shared Revenues	1,165,387	-	-	-	-	-	1,165,387
	Charges for Services	800,430	-	-	-	-	-	890,430
	Cemetery Revenues	157,500	-	1,350	-	-	1,350	159,850
	Parking Revenues	65,200	-	900	-	-	900	66,100
	Other Operating Revenues	660,540	13,075	(790)	-	-	12,285	662,825
	Appropriation of Surplus	866,107	(6,685)	35,486	-	-	28,801	885,607
	Total Operating Revenue	11,161,194	7,410	36,826	-	-	44,335	11,185,519
	Transfers In From Other Sources	10,000	-	-	-	-	-	10,000
	Total Revenue All Classes	11,161,194	7,410	36,826	-	-	44,335	11,205,519
GENERAL FUND EXP:	#101							
	City Commission	133,725	-	4,350	-	-	4,350	138,075
	City Manager	351,190	-	2,000	-	-	2,000	353,190
	Legal Services	148,500	3,000	-	-	-	3,000	152,500
	Finance Department	602,050	-	(38,125)	-	-	(38,125)	563,925
	City Clerk	178,030	550	1,000	-	-	1,550	179,580
	City Assessor	88,565	-	-	-	-	-	88,565
	Management Information Services	388,200	-	-	-	-	-	366,200
	Election Services	112,340	900	5,625	-	-	6,525	118,865
	Cemetery	157,580	-	1,100	-	-	1,100	158,680
	Police Department	4,413,260	-	(11,850)	-	-	(11,850)	4,401,410
	Fire Department	1,225,125	60	-	-	-	60	1,225,185
	MSD Administration	346,075	2,000	5,230	-	-	7,230	353,305
	City Hall Maintenance	116,605	-	-	-	-	-	116,605
	Parks & Public Property	212,360	-	20	-	-	20	212,380
	MSD Yard Maintenance	83,845	-	-	-	-	-	83,845
	Street Lighting	185,000	-	-	-	-	-	185,000
	Miscellaneous MSD Services	2,375	-	-	-	-	-	2,375
	Bathys Maintenance Expense	-	-	1,000	-	-	1,000	1,000
	Special Events	181,175	-	-	-	-	-	181,175
	Parking System	62,750	900	9,700	-	-	10,600	63,350
	MSD Services - DDA	174,725	-	1,600	-	-	1,600	176,325
	Other Functions	291,788	-	1,875	-	-	1,875	293,663
	Capital Outlay	1,257,300	-	103,500	-	-	103,500	1,360,800
	Debt Service	32,595	-	-	-	-	-	32,595
	Tot. Gen'l Operating Expenditures	10,724,125	7,410	86,925	-	-	94,335	10,818,461
	Transfers Out to Other Funds	587,058	-	-	-	-	-	587,058
	Contingency	50,000	-	(50,000)	-	-	(50,000)	-
	Total Expenditures	11,161,184	7,410	36,826	-	-	44,335	11,205,519

FUND	DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
MAJOR ST FUND REV:	#202							
	Gas & Weight Taxes	786,889	-	-	-	-	-	786,889
	Contrib & Other	5,000	-	2,500	-	-	2,500	7,500
	Appropriation of Surplus	-	-	40,991	-	-	40,991	40,991
	TOTAL REVENUE	791,889	-	43,491	-	-	43,491	835,370
MAJOR ST FUND EXP:	#202							
	Administration/Debt	56,499	-	(27,394)	-	-	(27,394)	29,105
	Routine Maintenance	151,860	-	350	-	-	350	152,210
	Stormwater System Maintenance	1,000	-	-	-	-	-	1,000
	Traffic Signal Maintenance	84,710	-	-	-	-	-	84,710
	Snow & Ice Control	74,375	-	25	-	-	25	74,400
	Road Construction	30,000	-	70,800	-	-	70,800	100,800
	Transfers Out to Other Funds	393,445	-	-	-	-	-	393,445
	Contingency	-	-	-	-	-	-	-
	TOTAL EXPENDITURES	791,889	-	43,491	-	-	43,491	835,370

BUDGET ADJUSTMENT SUMMARY

SECOND QUARTER - FY 22-23

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
LOCAL ST FUND REV: #203							
Gas & Weight taxes	263,152	-	-	-	-	-	263,152
Contrib & Other	406,695	-	100	-	-	100	406,795
Appropriation of Surplus	-	-	-	-	-	-	-
TOTAL REVENUE	669,837	-	100	-	-	100	669,937
LOCAL ST FUND EXP: #203							
Administration/Debt	28,775	-	-	-	-	-	28,775
Routine Maintenance	180,775	-	175	-	-	175	160,950
Stormwater System Maintenance	1,000	-	-	-	-	-	1,000
Traffic Signal Maintenance	51,625	-	-	-	-	-	51,625
Snow & Ice Control	32,450	-	150	-	-	150	32,600
Road Construction	30,000	-	-	-	-	-	30,000
Contingency	307,212	-	(225)	-	-	(225)	306,987
TOTAL EXPENDITURES	669,837	-	100	-	-	100	669,937

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
RECREATION FUND REV: #208							
Cultural Center Revenues	645,500	-	(2,075)	-	-	(2,075)	643,425
Transfer from General Fund	250,000	-	-	-	-	-	250,000
Administrative Charges	1,000	-	-	-	-	-	1,000
Program Fees & Charges	250,000	-	5,000	-	-	5,000	255,000
Appropriation of Surplus	-	-	-	-	-	-	-
TOTAL REVENUE	1,146,500	-	2,925	-	-	2,925	1,149,425
RECREATION FUND EXP: #208							
Cultural Center & Administration	994,345	-	50	-	-	50	994,395
Basic Staffs	-	-	-	-	-	-	-
Recreation Vending	-	-	-	-	-	-	-
Recreation Services	13,550	-	800	-	-	800	14,350
Adult Athletics	-	-	-	-	-	-	-
Youth Athletics	5,400	-	-	-	-	-	5,400
Miracle League	10,000	-	-	-	-	-	10,000
PCHA	-	-	-	-	-	-	-
PCHA - Mini Mites	-	-	125	-	-	125	125
MSD Services	6,740	-	850	-	-	850	7,590
Soccer	88,650	-	-	-	-	-	88,650
Liquor	3,540	-	1,300	-	-	1,300	4,840
Classes & Special Events	7,950	-	-	-	-	-	7,950
Therapeutic Program	1,000	-	-	-	-	-	1,000
Senior Programs-Classes	5,025	-	-	-	-	-	5,025
Plymouth-Canton Steelers	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
TOTAL EXPENDITURES	1,146,500	-	2,925	-	-	2,925	1,149,425

BUDGET ADJUSTMENT SUMMARY
SECOND QUARTER - FY 22-23

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr Amendments	3rd Qtr Amendments	4th Qtr Amendments	Tot. All Amendments	Amended Budget
SOLID WASTE FUND REV: #226							
Property Taxes	1,148,630	-	7,500			7,500	1,156,130
Sales of Service	440,800	9,925	-			9,925	450,725
Transfer from General Fund	9,048	-	1,300			1,300	10,348
Appropriation of Surplus	61,137	(8,825)	70,718			61,893	123,030
TOTAL REVENUE	1,659,415	1,100	79,518	-	-	80,618	1,740,033
SOLID WASTE FUND EXP: #226							
Operating Expenses	1,828,415	1,100	109,518			110,618	1,740,033
Capital Outlay	30,000	-	(30,000)			(30,000)	-
Contingency	-	-	-			-	-
Transfers Out to Other Funds	-	-	-			-	-
TOTAL EXPENDITURES	1,859,415	1,100	79,518	-	-	80,618	1,740,033

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr Amendments	3rd Qtr Amendments	4th Qtr Amendments	Tot. All Amendments	Amended Budget
DDA OPER FUND REV: #248							
Property Taxes-Non School	1,135,110	-	-			-	1,135,110
Program Fees & Other	78,550	8,200	-			8,200	84,750
Appropriation of Surplus	-	48,245	-			48,245	48,245
TOTAL REVENUES	1,211,660	56,445	-	-	-	56,445	1,268,105
DDA OPER FUND EXP: #248							
Administration	345,125	10,000	-			10,000	355,125
Police Services	34,990	-	-			-	34,990
Parking System	54,120	-	-			-	54,120
Saxton Parking Facility	-	-	-			-	-
DDA Marketing	100,700	-	-			-	100,700
Streetscape Maintenance	312,220	-	-			-	312,220
Contrib to DDA Debt Funds	223,560	-	-			-	223,560
Contrib to DDA Cap Imp Fund	25,000	181,390	-			181,390	156,390
Contingency	114,945	(114,945)	-			(114,945)	-
TOTAL EXPENDITURES	1,211,660	56,445	-	-	-	56,445	1,268,105

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr Amendments	3rd Qtr Amendments	4th Qtr Amendments	Tot. All Amendments	Amended Budget
BLDG & ENGINEERING FD REV: #249							
Permit Fees	575,850	850	650			1,500	577,350
Contrib. & Other	41,100	-	-			-	41,100
Appropriation of Surplus	8,000	-	105			105	8,105
TOTAL REVENUES	622,950	850	755	-	-	1,605	624,555
BLDG & ENGINEERING FD EXP: #249							
Engineering/Inspections	622,950	850	755			1,605	624,555
Capital Outlay	-	-	-			-	-
Contingency	-	-	-			-	-
TOTAL EXPENDITURES	622,950	850	755	-	-	1,605	624,555

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr Amendments	3rd Qtr Amendments	4th Qtr Amendments	Tot. All Amendments	Amended Budget
NBHD SERVICES FUND REV: #252							
Miscellaneous	19,720	-	-			-	19,720
Transfer from General Fund	73,010	-	-			-	73,010
Appropriation of Surplus	-	-	-			-	-
TOTAL REVENUES	92,730	-	-	-	-	-	92,730
NBHD SERVICES FUND EXP: #252							
Administration	500	-	-			-	500
OVDA Community Center	2,000	-	-			-	2,000
Senior Transportation	86,580	-	-			-	86,580
Contingency	3,680	-	-			-	3,680
TOTAL EXPENDITURES	92,730	-	-	-	-	-	92,730

**BUDGET ADJUSTMENT SUMMARY
SECOND QUARTER - FY 22-23**

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr Amendments	3rd Qtr Amendments	4th Qtr Amendments	Tot. All Amendments	Amended Budget
DDA CAP IMP FUND REV: #405							
Contrib. & Other	25,050	161,390	-			161,390	186,440
Appropriation of Surplus	-	-	-			-	-
TOTAL REVENUES	25,050	161,390	-	-	-	161,390	186,440
DDA CAP IMP FUND EXP: #406							
Capital Improvements	25,000	161,390	-			161,390	186,390
Contingency	60	-	-			-	60
TOTAL EXPENDITURES	25,060	161,390	-	-	-	161,390	186,440

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr Amendments	3rd Qtr Amendments	4th Qtr Amendments	Tot. All Amendments	Amended Budget
WATER/SEWER OPER FUND REV: #592							
Sale & Service Charges	4,866,105	-	-			-	4,866,105
Sale of Bonds	-	-	-			-	-
Appropriation of Surplus	273,890	13,100	108,890			121,990	395,880
TOTAL REVENUES	5,139,995	13,100	108,890	-	-	121,990	5,261,065
WATER/SEWER OPER FUND EXP: #592							
Administration	4,427,105	11,000	1,775			12,776	4,439,880
Trunk & Lateral	226,125	-	106,330			106,330	332,455
Main Maintenance	229,945	100	150			250	224,165
Meter Maintenance	153,035	2,000	600			2,600	156,035
Service Maintenance	68,000	-	26			26	68,026
Hydrant Maintenance	60,875	-	-			-	60,875
Capital Outlay	-	-	-			-	-
Contingency	-	-	-			-	-
TOTAL EXPENDITURES	5,139,995	13,100	108,890	-	-	121,990	5,261,065

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr Amendments	3rd Qtr Amendments	4th Qtr Amendments	Tot. All Amendments	Amended Budget
EQUIPMENT FUND REV: #661							
Miscellaneous	813,340	6,000	247,398			253,398	1,066,738
Appropriation of Surplus	-	-	-			-	-
TOTAL REVENUES	813,340	6,000	247,398	-	-	253,398	1,066,738
EQUIPMENT FUND EXP: #661							
Miscellaneous	778,675	400	175			575	779,160
Contingency	34,765	4,600	247,223			251,823	286,588
TOTAL EXPENDITURES	813,440	5,000	247,398	-	-	252,398	1,065,738

There was a voice vote.
MOTION PASSED

9. REPORTS AND CORRESPONDENCE

a. Planning Commission Annual Report

The City Commission received and filed the Planning Commission Annual Report.

b. Liaison Reports

Filipczak said the Historic District Commission attended an excellent training this month.

Kehoe said the Zoning Board of Appeals approved a variance request for a property with three front yards.

O'Donnell said the Planning Commission was scheduled to meet on February 8.

10. ADJOURNMENT

A motion to adjourn was offered by Thomey and seconded by Deal at 7:25 p.m.

There was a voice vote.

MOTION PASSED

NICK MOROZ
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK



**Plymouth City Commission
Strategic Planning Study Session**
Saturday February 11, 2023 – 8:00 a.m. to 12:00 p.m.
Plymouth Cultural Center, 525 Farmer St., Plymouth, MI

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 8:00 a.m.

PRESENT: Mayor Nick Moroz, Mayor Pro Tem Suzi Deal, Commissioners Linda Filipczak, Jennifer Kehoe, Alanna Maguire, Kelly O'Donnell, Marques Thomey

ALSO PRESENT: City Manager Paul Sincock, Assistant City Manager Chris Porman, Attorney Bob Marzano and various department heads

2. DR. LEW BENDER

After an introduction by facilitator, Dr. Lew Bender, the City Commission discussed one-year tasks for the 2022-2026 Strategic Plan.

3. ADJOURNMENT

The meeting was adjourned at 12:00 p.m.

NICK MOROZ
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK

**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# 734-453-9678 Fax# _____ Email philiprvargas@gmail.com Website _____

Address 1313 Carol Ave City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Phil Vargas / Jeff Dutton Title Co-managers

Ph# _____ Fax# _____ Email philiprvargas@gmail.com Cell# _____ Type text here

Address 25654 Island Lake Dr City Novi State MI Zip 48374

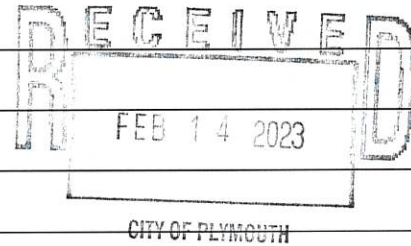
Event Name Thursday Sand Volleyball

Event Purpose To play volleyball weekly

Event Date(s) Thursday April 27 - Sept. 28, 2023

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, 6pm-dark April - Sept

Next year's specific dates:

Thursday April 25 - Sept. 26, 2024

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:

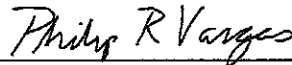
10. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that

- 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.

14 Feb 2023

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 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 volleyball _____ (*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 Philis R Vargas _____

Date 14 Feb 2023 _____

Witness _____

Date _____

EVENT REVIEW FORM

EVENT NAME: Best Friends Volleyball TOTAL ESTIMATED FEE: _____

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

MUNICIPAL SERVICES:	Approved	Denied	(list reason for denial)	Initial
<i>CP</i>				
<i>NO SERVICES NEEDED</i>				
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO				
Labor Costs: \$ _____	Equipment Costs: \$ _____	Materials Costs	\$ _____	
POLICE:	Approved	Denied	(list reason for denial)	Initial
<i>Jec</i>				
<i>NO SERVICES NEEDED</i>				
Labor Costs \$ _____	Equipment Costs \$ _____	Materials Costs	\$ _____	
	<i>0</i>			
FIRE:	Approved	Denied	(list reason for denial)	Initial
Labor Costs \$ _____	Equipment Costs \$ _____	Materials Costs	\$ _____	
HVA:	Approved	Denied	(list reason for denial)	Initial
DDA:	Approved	Denied	(list reason for denial)	Initial
Labor Costs \$ _____	Equipment Costs \$ _____	Materials Costs	\$ _____	
RISK MANAGEMENT:	Approved	Denied	(list reason for denial)	Initial
Class I – Low Hazard				
Class II – Moderate Hazard Event Sponsors must provide current Certificate of Insurance naming City				
Class III – High Hazard of 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		<u>Plymouth Downtown Development Authority</u>			
Ph#	<u>(734) 455-1453</u>	Fax#		Email	<u>splymale@plymouthmi.gov</u>
				Website	<u>www.downtownplymouth.org</u>
Address	<u>831 Penniman</u>	City	<u>Plymouth</u>	State	<u>MI</u> Zip <u>48170</u>
Sponsoring Organization's Agent's Name		<u>Sam Plymale</u>		Title	
				<u>DDA Director</u>	
Ph#	<u>(734) 455-1453</u>	Fax#		Email	<u>splymale@plymouthmi.gov</u>
				Cell#	<u>(734) 536-5268</u>
Address	<u>831 Penniman</u>	City	<u>Plymouth</u>	State	<u>MI</u> Zip <u>48170</u>

Event Name Music in the Air

Event Purpose To bring visitors to Downtown Plymouth to enjoy a free concert

Event Date(s) May 26; June 2, 9, 16, 23, 30; July 14, 21, 28; August 4, 11, 18, 25; September 1

Event Times 3 p.m. to 11 p.m.

Event Location Kellogg Park

What Kind Of Activities? Bands playing on band-shell stage, family fun activities including, but not limited to: face painting, recreational games, etc.

What is the Highest Number of People You Expect in Attendance at Any One Time? 5,000

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

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)
Set-up begins at 3 p.m., Concerts begin at 7 p.m. until 9:30 p.m. Tear down and clean-up completed by 11 p.m. Family fun zone to occupy Penniman from Main St. to Union.

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): Friday Nights

Next year's specific dates: May 31 - Sept, 6

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)

DMS/Police/Fire

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.

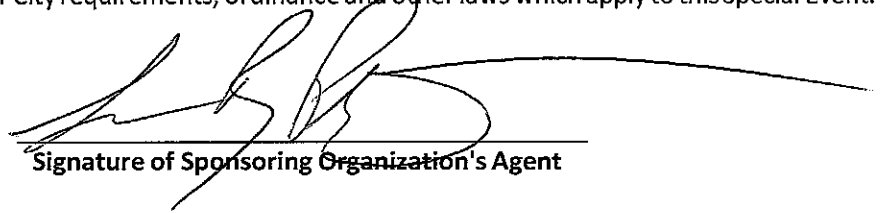
9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)?
YES NO
If Yes, list the lots or locations where/why this is requested:

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.

02/02/2023

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: Music in the Air TOTAL ESTIMATED FEE: _____

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

MUNICIPAL SERVICES:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>GP</u>
<u>2-FTE PER CONCERT</u>				
\$250 Bathroom Cleaning Fee Per Day of Event? <input checked="" type="radio"/> YES <input type="radio"/> NO				
Labor Costs: \$	<u>1,000</u>	Equipment Costs: \$	<u>200</u>	Materials Costs \$ <u>PER CONCERT</u>
POLICE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>JCC</u>
<u>NAISS SECURITY @ 49 HOURS = \$3579</u>				
<u>1-OFFICER @ 17.5 HRS (5 DATES) = \$1330</u>				
Labor Costs \$		Equipment Costs \$	<u>4907-</u>	Materials Costs \$
FIRE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>[Signature]</u>
<u>4-Firefighters Per Event</u>				
Labor Costs \$	<u>4000.00</u>	Equipment Costs \$		Materials Costs \$
HVA:	<input type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial
DDA:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>SBP</u>
Labor Costs \$	<u>[Signature]</u>	Equipment Costs \$		Materials Costs \$
RISK MANAGEMENT:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>MB</u>
<u>Class I - Low Hazard</u>				
Class II - Moderate Hazard		Event Sponsors must provide current Certificate of Insurance naming City		
Class III - High Hazard		of 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

ITEM 5.d

RECEIVED FEB - 1 2023

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		West Middle School			
Ph#	7344167599	Fax#		Email	clint.smiley@pccsk12.com
Address		44401 W Ann Arbor Trail		City	Plymouth
		State	MI	Zip	48170
Sponsoring Organization's Agent's Name		Clint Smiley			
Ph#	7344167599	Fax#		Email	
Address				City	
		State		Zip	
				Title	Principal
				Cell#	7346375606

Event Name	6th Grade Picnic				
Event Purpose	End of the year picnic / field trip				
Event Date(s)	Friday, June 2, 2023				
Event Times	10:00am-12:30pm				
Event Location	Fairground Park				
What Kind Of Activities?	Eating Lunch / Visiting / Playing catch				
What is the Highest Number of People You Expect in Attendance at Any One Time?	240				
Coordinating With Another Event?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	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): _____

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)

2 porta potties

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.

01.30.2023

Date



Signature of Sponsoring Organization's Agent

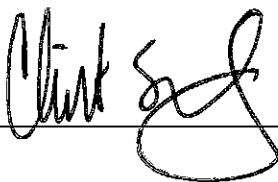
RETURN THIS APPLICATION at least twenty (21) days prior to the first day of the event to: City

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

Phone: (734) 453-1234 ext. 203

INDEMNIFICATION AGREEMENT

The WEST MIDDLE SCHOOL (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 6TH GRADE PICNIC (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 01.30.2023

Witness _____

Date _____

EVENT REVIEW FORM

EVENT NAME: _____ TOTAL ESTIMATED FEE: _____

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

MUNICIPAL SERVICES:	<u>Approved</u>	Denied	(list reason for denial)	Initial	CP
2 PORT - A - JOHNS					
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO					
Labor Costs: \$	Equipment Costs: \$	Materials Costs	\$	250	
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial	JCC
No SERVICES NEEDED					
Labor Costs \$	Equipment Costs \$	Materials Costs \$	0		
FIRE:	Approved	Denied	(list reason for denial)	Initial	
Labor Costs \$	Equipment Costs \$	Materials Costs \$			
HVA:	Approved	Denied	(list reason for denial)	Initial	
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial	SRP
Labor Costs \$	Equipment Costs \$	Materials Costs \$			
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial	UB
Class I - Low Hazard					
Class II - Moderate Hazard Event Sponsors must provide current Certificate of Insurance naming City					
Class III - High Hazard of 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		Michigan Philharmonic						
Ph#	734 451-2112	Fax#		Email	beth@michiganphil.org	Website	www.michiganphil.org	
Address	650 Church St.		City	Plymouth	State	MI	Zip 48170	
Sponsoring Organization's Agent's Name		Beth Stewart				Title		Executive Director
Ph#	734 451-2112	Fax#		Email	beth@michiganphil.org	Cell#	734 673-7220	
Address	650 Church St.		City	Plymouth	State	MI	Zip 48170	

Event Name An American Salute - Michigan Philharmonic Patriotic Pops Concert

Event Purpose Kick off the patriotic celebrations for the City of Plymouth

Event Date(s) Saturday, July 1, 2023

Event Times 7:00 pm - 9:00 pm

Event Location Kellogg Park

What Kind Of Activities? Orchestra Concert in the Park

What is the Highest Number of People You Expect in Attendance at Any One Time? 2500

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.)

The Michigan Philharmonic has been performing in Kellogg Park for the past 14 years as part of the City's Patriotic celebrations around the July 4 holiday. In the past we have done this concert in conjunction with the DDA as they applied to the Wilcox Foundation for funding. The funding requests requirements for the Wilcox Foundation have been changed and now the Michigan Philharmonic will be applying directly to the Local Impact Alliance for the funding for the concert. The DDA will continue to remain a partner for marketing and promotion of this concert with the City of Plymouth.

Concert will take place on July 1, 2023 from 7:00 - 9:00 pm

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

2. **ANNUAL EVENT:** Is this event expected to occur next year? YES NO
If Yes, you can reserve a date for next year with this application (see Policy 12.15). To reserve dates for next year, please provide the following information:

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

Next year's specific dates: _____

See section 12.13 for license & insurance requirements for vendors

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

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

Sound set up - we usually contract with JAG separately for the event but we will need to use part of the City equipment as per JAG

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.

10/5/2022

Date

Beth Stewart

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 Philharmonic (*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 American Salute Concert (*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 *Beth Stewart*

Date 10/5/2022

Witness _____

Date _____

EVENT REVIEW FORM

EVENT NAME: American Salute TOTAL ESTIMATED FEE: _____

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

MUNICIPAL SERVICES:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>GP</u>
<u>1 FTE APPROX 6HRS PA SYSTEM</u>				
\$250 Bathroom Cleaning Fee Per Day of Event? <input checked="" type="radio"/> YES <input type="radio"/> NO				
Labor Costs: \$	<u>400</u>	Equipment Costs: \$	<u>100</u>	Materials Costs \$ <u>100</u>
POLICE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>Jec</u>
<u>NAIASS @ 3 HRS = \$219</u>				
Labor Costs \$		Equipment Costs \$	<u>219</u>	Materials Costs \$
FIRE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>[Signature]</u>
<u>No Service Needed</u>				
Labor Costs \$		Equipment Costs \$		Materials Costs \$
HVA:	<input type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial
DDA:	<input type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial
Labor Costs \$		Equipment Costs \$		Materials Costs \$
RISK MANAGEMENT:	<input type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial
Class I – Low Hazard				
Class II – Moderate Hazard Event Sponsors must provide current Certificate of Insurance naming City				
Class III – High Hazard of 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

ITEM 5.f

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 Functional HIIT Fitness LLC (F45 Training North Livonia)

Ph# 2489160000 Fax# _____ Email _____ Website _____

Address 19716 Haggerty Rd City Livonia State MI Zip 48168

Sponsoring Organization's Agent's Name Stefanie Adelchi/Jaymie Ziegler Title Management F45 Tra

Ph# 2489160000 Fax# _____ Email sadelchi@f45training Cell# _____

Address _____ City _____ State _____ Zip _____

Event Name Glow Yoga

Event Purpose Provide Movement to our community

Event Date(s) Thursday September 21st, 2023

Event Times 500pm-930pm

Event Location Kellogg Park

What Kind Of Activities? Yoga, fitness and heath vendors

What is the Highest Number of People You Expect in Attendance at Any One Time? 500

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):

Next year's specific dates:

TBA

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)

Electricity

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

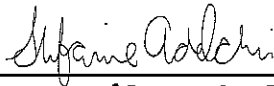
If Yes, list the lots or locations where/why this is requested:

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.

02/01/2023

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 Functional HIIT Fitness LLC ⁺ (*organization name*) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Glow Yoga (*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 02/01/2023

Witness _____

Date _____

EVENT REVIEW FORM

EVENT NAME: _____ TOTAL ESTIMATED FEE: _____

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

MUNICIPAL SERVICES:	<u>Approved</u>	Denied	(list reason for denial)	Initial <i>GP</i>
<i>1 FTE DURING EVENT HOURS</i>				
\$250 Bathroom Cleaning Fee Per Day of Event? <u>YES</u> NO				
Labor Costs: \$	<i>300</i>	Equipment Costs: \$	<i>75</i>	Materials Costs \$ <i>—</i>
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial <i>gpc</i>
<i>No SERVICES NEEDED</i>				
Labor Costs \$		Equipment Costs \$	<i>0</i>	Materials Costs \$
FIRE:	Approved	Denied	(list reason for denial)	Initial
Labor Costs \$		Equipment Costs \$		Materials Costs \$
HVA:	Approved	Denied	(list reason for denial)	Initial
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial <i>SBP</i>
Labor Costs \$	<i>0</i>	Equipment Costs \$		Materials Costs \$
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial <i>MS</i>
Class I – Low Hazard <u>Class II – Moderate Hazard</u> Event Sponsors must provide current Certificate of Insurance naming City Class III – High Hazard of 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 _____				



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Transfer of Stock Greek Islands - G I Poros Inc - 02-21-23.docx
Date: 02-07-23
RE: Public Hearing - Transfer of Stock Greek Islands – G.I. Poros, Inc.

Background

We have received an application for a Transfer of Stock for Greek Islands – G.I. Poros, Inc. As a result of the application we have posted and mailed a notice of a Public Hearing before the City Commission for Tuesday, February 21, 2023 at City Hall. As you are aware, the business is undergoing some changes and they are planning to be a full service restaurant, offering dining. The change in their operations has been anticipated for some time and we are of the understanding that they plan scale back on some of their planned renovations, due to supply chain and costs, namely the mezzanine was taken out of the scope of the renovations.

The State is working on the transfer of stock and NO local unit of government action is required by the State. Our local Liquor Management Ordinance does require City Commission approval, but we have no reason to deny the change.

An Administrative Review has been completed and the Police Department has signed off on the review. All fees for the review and transfer have been paid in accordance with the Liquor Management Ordinance.

We have attached the information that has been provided by the applicant as additional background information. This is a change in the stock ownership by changing the percentage of some stockholders and adding additional stockholders.

The City Liquor License Review Committee is scheduled to meet just prior to the Regular City Commission Meeting on Monday. Their recommendation will be presented at the Commission Meeting.

RECOMMENDATION:

The City Administration has reviewed the application and the proposed establishment and finds that it meets the administrative requirements of the Liquor Management Ordinance. The City Commission must now review the application as it applies to the various requirements of the Ordinance and develop a recommendation to the Michigan Liquor Control Commission. The MLCC may or may not consider input from the City Commission as it relates to their approval of the stock transfer.

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

NOTICE OF PUBLIC HEARING

CITY OF PLYMOUTH CITY COMMISSION WILL HOLD A PUBLIC HEARING IN ACCORDANCE WITH LIQUOR MANAGEMENT ORDINANCE

PLEASE TAKE NOTICE THAT a public hearing shall be held before the City Commission of the City of Plymouth on **Tuesday, February 21, 2023 at 7:00 p.m. at the regular meeting of the Plymouth City Commission at the Plymouth City Hall, 201 S. Main, Plymouth, Michigan.** The Public Hearing will consider the following:

- 1) Transfer of Stock Interest for G.I. Poros, Inc. by adding stockholders on the license.**

This is a public meeting and any interested person is invited to attend at the place and time stated.

THERE WILL BE A MEETING OF THE LOCAL LIQUOR LICENSE REVIEW COMMITTEE (LLRC) PRIOR TO THE PUBLIC HEARING TO MAKE A RECOMMENDATION TO THE CITY COMMISSION. The LLRC meeting will take place at the PLYMOUTH CITY HALL, 201 S. Main, Plymouth, MI 48170 at 6:30 p.m. on Tuesday, February 21, 2023.

Maureen Brodie
City Clerk

Posted: City Hall
Cultural Center
Public Library



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

Thursday, December 22, 2022

Joseph Shallal, Attorney
c/o G.I. POROS, INC.
joeshallal@momshlaw.com

RID # RQ-2211-13966 **Reference/Transaction:** Transfer stock interest by adding Stefan G Stefanakis, David Szary, and Gezim Merdani as stockholders; and as a result, existing stockholder George Stefanakis will hold 20 shares of stock, new stockholder Stefan G Stefanakis will hold 30 shares of stock, new stockholder David Szary will hold 20 shares of stock, and new stockholder gezim Merdani will hold 10 shares of stock (03.01.2022)

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: G.I. POROS, INC.

Business address and phone number: 306 S Main St, Plymouth, MI 48170-1604 in Plymouth City in Wayne County

Home address and phone number of partner(s)/subordinates:

Stefan Stefanakis; 6334 Brandord Dr West Bloomfield MI 48170; Business: 734-335-6303; Cell: 248-790-0837

Gezim Merdani; 746 Superior Pkwy Westland MI 48185; Business: 734-335-6303; Cell: 734-578-4948

David Szary; 1107 West Ann Arbor Trl Plymouth MI 48170; Business and Cell: 313-600-9815

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Southfield District Office (313) 456-1170

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

cc: G.I. POROS, INC. stefanakis329@gmail.com; gmerdani20@gmail.com; dszary@roquetaient.com
PLYMOUTH CITY clerk@ci.plymouth.mi.us

MICHIGAN LIQUOR CONTROL COMMISSION
PAT GAGLIARDI, CHAIR
525 W. Allegan St. • P.O. BOX 30005 • LANSING, MICHIGAN 48909
www.michigan.gov/lcc • 866-813-0011



City of Plymouth Liquor License Review Committee Application

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

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-189

I. Property Owner and Contact Information

Business Address 306 South Main Street, Plymouth, MI 48170	Date of Application 12/29/2022
--	--

Name of Property Owner 306 South Main, LLC	Phone Number	Email Address (Required) gsstafanakis@aol.com		
Property Owner Address 6334 Branford Drive	City West Bloomfield	State MI	Zip Code 48322	

II. Applicant and Contact Information

Indicate Who the Applicant Is. If Property Owner, Skip to Section III.				<input checked="" type="checkbox"/> Business Owner	<input type="checkbox"/> General Manager	<input type="checkbox"/> Other
Applicant Name G.I. Poros, INC	Phone Number 248-790-0837	Email Address (Required) stefanakis329@gmail.com				
Applicant Address 306 S. Main Street	City Plymouth	State MI	Zip Code 48322			

III. Liquor License

Please list name, address, and type of license as it appears on the current liquor license

Name G.I. Poros, INC	Type of License Class C		
Address 306 S. Main Street	City Plymouth	State MI	Zip Code 48170

List all persons listed on the liquor license (partners)

George Stefanakis, Hristos Petrakis

Please list the type of license that you are requesting

<input type="checkbox"/> New	<input type="checkbox"/> Transfer of ownership	<input checked="" type="checkbox"/> Other, please explain: Amend Stockholders
<input type="checkbox"/> Permit	<input type="checkbox"/> Transfer in the City	

Please list name, address, and type of license as proposed

Name G.I. Poros, INC	Type of License Class C		
Address 306 S. Main Street	City Plymouth	State MI	Zip Code 48170

List all persons listed on the proposed liquor license (partners)

George Stefanakis, Hristos Petrakis, Stefan Stefanakis, David Szary, Gezim Merdani

IV. Attachments – Please include the following items

Plan of operation (see example below if necessary)
Site plan, floor plan, and/or other applicable renderings
Receipt showing fees paid (see fee schedule below)

V. Applicant Signature

Signature of Applicant <i>George Stefanakis</i>	Date 1/19/2023
--	-----------------------

VI. Fee Schedule

Class C or Private Club License:	
New license or transfer of ownership	\$600.00
Amend stockholders	\$300.00
Relocation of existing license (per person named on request)	\$300.00
Dance or entertainment permit	\$200.00
SDD/SDM:	
New license or transfer of ownership	\$400.00
Relocation of existing license (per person named on request)	\$300.00
Add or drop space on license	\$100.00
Special license and one-day permits	\$100.00

**CITY OF PLYMOUTH
CLASS C LIQUOR LICENSE OR TAVERN LICENSED BUSINESS
PLAN OF OPERATION**

G.I. Poros, INC
Business Name

Greek Islands Coney Restaurant
Doing Business As

306 S. MAIN STREET
Street Address

Preamble: I/we have received copies of Plymouth City Ordinances 2003-04, an Ordinance to Establish a General Policy for Liquor Licenses and Permits, understand its provisions and will be governed by them. The following Plan of Operation is developed in keeping with the spirit and intent of this Ordinance.

I. HOURS OF OPERATION: At present, our planned hours of operation will be

Sunday: 8 AM – 8 PM

Monday thru Saturday: 8 AM – 9 PM

Last call will be 30 minutes before closing and last service 20 minutes before closing.

II. FORMAT:

- a. The premises will be primarily operated as a full-service restaurant, offering dining; a full-service bar for clientele; full-service kitchen facility; providing for 149 seated patrons.
- b. It is agreed that we will not change the format or type of business without written approval of the City Commission. This includes changing from a full-service restaurant to a bar where food service is reduced, etc. The ratio of food sales to alcohol sales is anticipated to be 80% food / 20% drinks.

VII. CODE COMPLIANCE: The premises, when remodeled/completed, will fully comply with all applicable health, safety, building, sanitation, electrical, plumbing, and fire codes, as well as zoning requirements.

VIII. PLAN OF OPERATION: It is acknowledged that under Ordinance 2003-04(A), the business shall be operated in accordance with an approved Plan of Operation. Changing the operation of the business in any manner inconsistent with the approved Plan of Operation is a violation of the ordinance and the rules of the Liquor Control Commission. Any change to the Plan of Operation must be approved by the City Commission prior to it being placed into effect on the business premises.

IX. SECURITY: Security for the customers, building, and community is the first priority for the corporation, and as such, we will undertake whatever measures are necessary to maintain and supervise the expected level.

X. PARKING: Parking shall be provided as follows:

- a. The property located at 306 S. Main includes 3 units/uses. The first is the hair salon which requires 5 spaces, the second is the Ebenezer which requires 13 spaces, and the third is Greek Islands which requires 17 spaces. In total, 35 spaces

are required for these uses/units. This property has 13.5 parking credits. In 2019, the business owner opted to pay-in-lieu of providing parking on-site for the deficient 3.5 spaces. The required 17 spaces were met with that agreement.

XI. ALCOHOL MANAGEMENT: The establishment will strictly obey all rules and regulations promulgated by the City of Plymouth and the State of Michigan Liquor Control Commission. There will be neither service to nor consumption of alcoholic beverages by minors at any time. No alcohol will be sold, or permitted to be sold, on a commission basis by any person.

The following policies will be enforced at the establishment:

1. No alcoholic beverages will be allowed on the premises, other than what is dispensed by the establishment.
2. All staff will pay attention and be alert to observable clues displayed by an intoxicated individual, such as: impaired reflexes, impaired coordination, reduced judgment and inhibitions, impaired vision, etc.
3. All staff will be alert to potential problems at their respective areas at the facility.
4. All staff will be polite and courteous to the intoxicated individual(s) and will be knowledgeable as to when to request assistance from additional facility staff.
5. Patrons who appear to be 30 years of age or younger will be asked to show proper identification. Signage will be posted at serving locations. Patrons must produce proper identification.
 - 5.1.1 All patrons under 21 years of age, alcoholic beverage service will be refused.
 - 5.1.2 Staff shall check "State Seal" and other markings and check for damage or alterations to identification card.
 - 5.1.3 Staff will not return falsified identification cards and will call management immediately.
6. If a patron shows signs of intoxication, staff shall refuse service, politely explain policy, suggest non-alcohol purchase, and/or call for management, if necessary.
7. If a patron is purchasing on behalf of someone else who appears **less than 30 years old or younger**, staff is to request to see identification of recipient or contact supervisory personnel who will seek patron(s) out. Staff will refuse service to minors and will inform all parties involved that policy allows for ejection from premises if illegal activity has occurred.
8. Alcohol dispensing may be restricted to one of the following practices or any combination thereof:
 - No sales to intoxicated persons.
 - No sales without proper identification.
 - Limited alcoholic choices, if necessary.
 - When in doubt, do not serve. Call supervisor.
12. Observe all patrons leaving the property. No alcoholic beverages are allowed to leave the facility or property.

13. Staff is to approach any person appearing to be impaired and leaving the business to determine if they are driving. If so, staff is to attempt to persuade them not to drive and request a non-impaired companion to drive. If unable, staff will refer patron(s) to bus or taxi service.
14. Supervisory and management personnel will complete documentation of any alcohol-related incidents at end of event. Information will be disseminated accordingly.
15. The establishment fully participates in the Techniques in Alcohol Management Program and will continue such participation in that program or a similarly recognized program approved by the Plymouth Police Chief. TIPS/TAM certification for all employees shall be provided to the Chief of Police within 35 days after the date of hire.

XII. REFUSE DISPOSAL: The establishment will dispose of refuse in enclosed dumpster(s), with locked lids. Pickup will be a minimum of once per week. A water line with spigot will be provided to clean dumpster enclosure as necessary.

XIII. GENERAL: Every effort will be made to maintain positive relationships with adjacent and nearby businesses, as well as cooperation with all City departments. Every effort will be made to solve any problems which may arise.

XIV. EMERGENCY CONTACTS: George Stefanakis (734) 335-6303

XV. REFERENCE TO VALET SERVICE: Currently we are not expecting to need valet service. If we subsequently deem it necessary, we will first seek to obtain an agreement with the City of Plymouth for the operation of the valet service using its application process.

Date: January 19, 2023

G.I. Poros, Inc.
d/b/a Greek Islands Coney Restaurant

George Stefanakis
By: George Stefanakis, President

**RESOLUTION OF THE
City of Plymouth City Commission**

It was moved by Comm. _____ and seconded by Comm.
_____.

WHEREAS The City of Plymouth has a Liquor License Management Ordinance and this Ordinance requires that the Liquor License Control Committee (LLRC) review Any stock transfer related to a Liquor License, and

WHEREAS The Plymouth City Commission feels that it is imperative that the local Unit of Government have input to all aspects of Liquor License Issues in The City of Plymouth, and

WHEREAS G.I. Poros, Inc. has requested that the city. Authorize a transfer of stock for this business, and

WHEREAS The City Commission has reviewed the request and found that it does meet the criteria established in the Liquor License Management Ordinance.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby recommend to the State of Michigan Liquor Control Commission that the request from G.I. Poros, Inc. be granted to include the changes highlighted in the December 22, 2022 letter from the Michigan Liquor Control Commission to the City of Plymouth.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: *S:\Manager\Sincock Files\Memorandum - Intergovernmental Agreement with Wayne County Parks Millage - Tables and chairs - 02-20-23.docx*
Date: February 13, 2023
RE: Intergovernmental Agreement with Wayne County Park Millage Funds

BACKGROUND:

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

This is "County Money" because it has been collected from our taxpayers as a County Parks millage for improvements to the County Parks. The County has chosen to make a small "grant" back to each community, based on a percentage of what was collected in that community. For the County to make a grant to another taxing unit it is necessary to execute an Intergovernmental Agreement with the County for the \$22,547 worth of improvements to our recreational facilities. In the past, this funding has been used for everything from portable bleachers, to repairing the lights at Massey Field.

The plan this year is to use these funds on replacement tables and chairs for the Cultural Center to help with the replacement of 15 year old tables and chairs that have exceeded their anticipated life expectancy. The purchase with grant funds will start us on the path of replacement of the tables and chairs.

The County's Corporate Counsel Office sent over a contract for the City to execute. This Agreement has been reviewed by the City Attorney as well. The contract is "boiler plate" from Wayne County, and is basically the same contract that we approve each year. We will need to have the agreement approved by Resolution of the City Commission and signed by the Mayor.

RECOMMENDATION:

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

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



Memo

To: Paul Sincock, City Manager
From: Steve Anderson, Recreation Director *Se-*
CC:
Date: 2/10/2023
Re: Intergovernmental Agreement - Wayne County Park Millage Funds

As you are aware, Wayne County has again chosen to return some of the Wayne County Parks Millage funds back to the local communities to specifically fund recreational capital improvements. The City of Plymouth's share of these funds for this budget year is \$22,547.00.

After speaking with the team, we chose to address an ongoing issue we have at the Cultural Center, replacing damaged tables, chairs and carts. As you can imagine, the event tables and chairs at the Cultural Center take a beating with the daily events and classes that take place year in and year out.

The attached Wayne County intergovernmental agreement is basically a boiler plate of the previous budget year millage allotments. This agreement has been reviewed by the City Attorney.

The only costs to the City on this project would be:

- Standard signage is to be posted outside the Cultural Center as required by Wayne County. This cost would be minimal and generally does not exceed \$500.00
- Any overrun on the purchase cost would be absorbed by the Recreation Fund. We generally spend just over the allocated amount, so we do not leave any money on the table

The purchases will be paid from and then reimbursed to the Recreation Capital Improvement Fund (402 Fund). Additionally, all transactions are anticipated to take place within the 2023-24 City Budget year.

We would recommend the adoption of this Intergovernmental agreement by the City Commission to receive the amount of \$22,547.00 from Wayne County for recreational capital improvements.

Please feel free to contact me at any time with questions.

AGREEMENT

between

THE CHARTER COUNTY OF WAYNE

and

THE CITY OF PLYMOUTH

for

Improvements to

PLYMOUTH CULTURAL CENTER

FY 2022-2023

TABLE OF CONTENTS

1.	PURPOSE	1
2.	SCOPE OF THE PROJECT	1
3.	TERM OF CONTRACT	1
4.	COUNTY'S COVENANTS.....	1
5.	CITY'S COVENANTS	1
6.	TERMINATION	2
7.	DATA TO BE FURNISHED	3
8.	ADMINISTRATION.....	3
9.	RELATIONSHIP OF PARTIES	4
10.	INSURANCE	4
11.	HOLD HARMLESS	4
12.	LIABILITY.....	4
13.	ENVIRONMENTAL MATTERS.....	4
14.	COMPLIANCE WITH LAWS.....	6
15.	AMENDMENTS	6
16.	NONDISCRIMINATION PRACTICES	6
17.	ETHICS IN CONTRACTING.....	8
18.	NOTICES.....	8
19.	WAIVER OF ANY BREACH	8
20.	SEVERABILITY OF PROVISIONS.....	9
21.	MERGER CLAUSE.....	9
22.	JURISDICTION AND LAW	9
23.	MISCELLANEOUS.....	9
24.	AUTHORIZATION AND CAPABILITY	10
25.	SIGNATURE	10
	EXHIBIT A: LEGAL DESCRIPTIONS.....	A-1
	EXHIBIT B: PROJECT DESCRIPTIONS.....	B-1
	EXHIBIT C: SIGNAGE SPECIFICATIONS.....	C-1
	EXHIBIT D: INSURANCE COVERAGES.....	D-1

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, 2025 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 2022-2023 funding provided by the County for the recreational Project **shall not exceed Twenty Two Thousand Five Hundred Forty Seven Dollars (\$22,547).**

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 and signed 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 by 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.

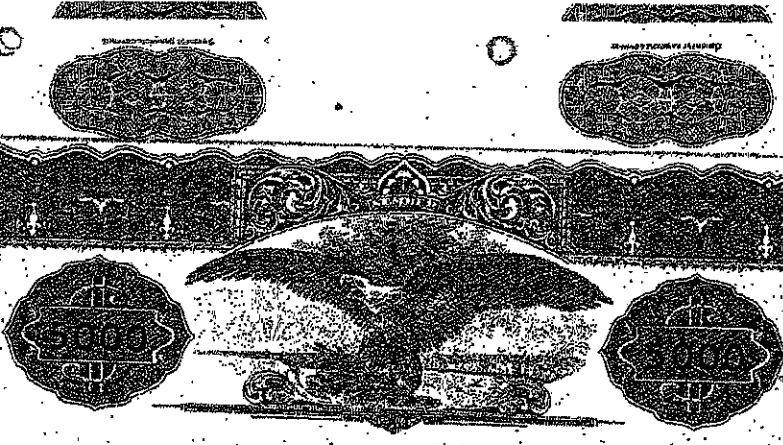
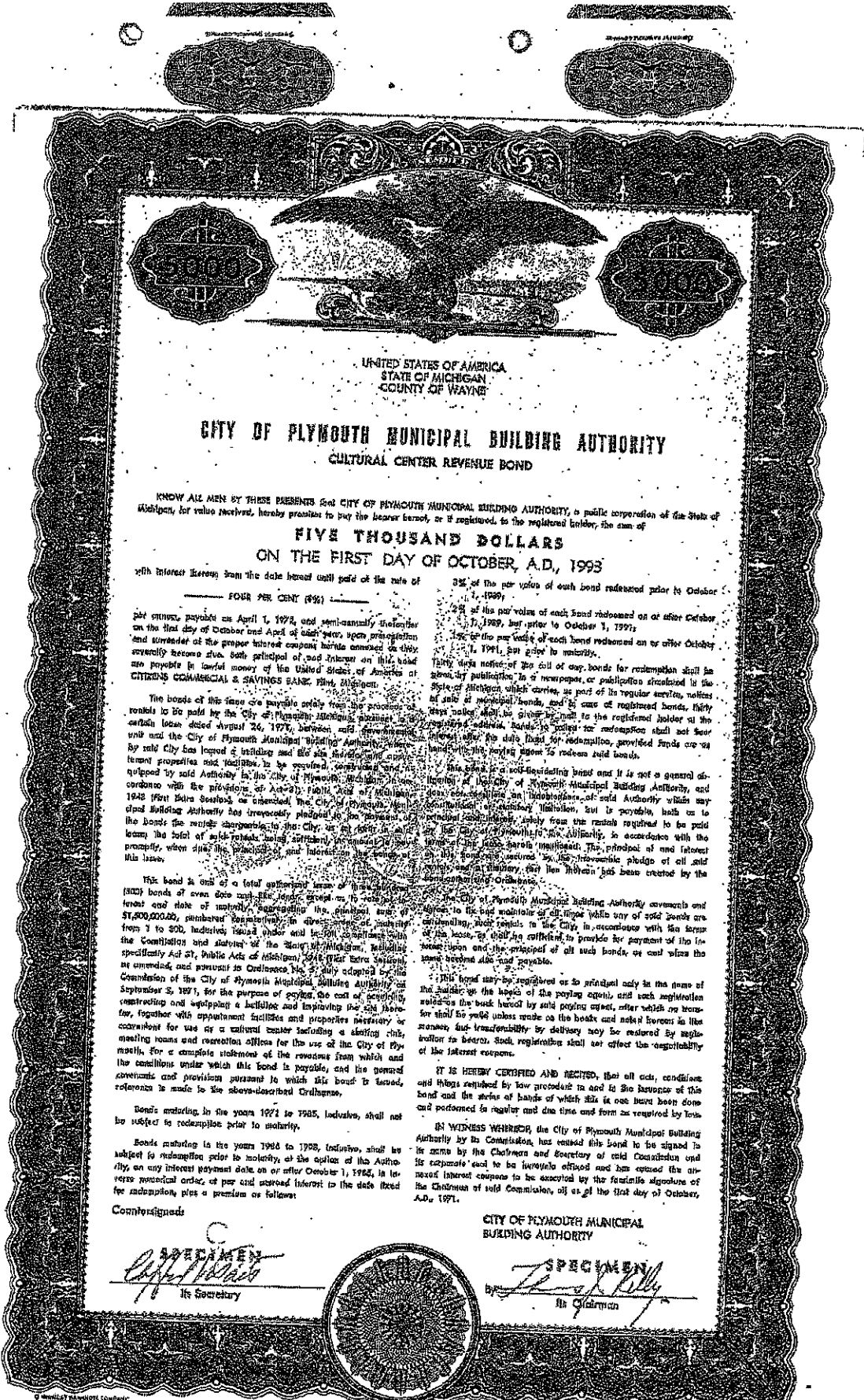
[SIGNATURES ON THE FOLLOWING PAGES]

City of Plymouth
Plymouth Cultural Center

County Commission approved and execution authorized by Resolution No. _____ Date: _____	CHARTER COUNTY OF WAYNE By: _____ Warren C. Evans Its: County Executive Date: _____
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City of Plymouth
Plymouth Cultural Center

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



UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF WAYNE

CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY
CULTURAL CENTER REVENUE BOND

KNOW ALL MEN BY THESE PRESENTS that the CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY, a public corporation of the State of Michigan, for value received, hereby promises to pay the bearer hereof, or if registered, to the registered holder, the sum of **FIVE THOUSAND DOLLARS** ON THE FIRST DAY OF OCTOBER, A.D., 1993

with interest thereon from the date hereof until paid at the rate of **FOUR PER CENT (4%)** of the par value of each bond redeemed prior to October 1, 1989.

Interest shall be payable on April 1, 1972, and semi-annually thereafter on the first day of October and April of each year, upon presentation and surrender of the proper interest coupon hereon annexed to this bond severally to become due. Both principal and interest on this bond are payable in lawful money of the United States of America at **CITIZENS COMMERCIAL & SAVINGS BANK, First Michigan**.

The bonds of this issue are payable out of the proceeds of rents to be paid by the City of Plymouth Michigan pursuant to certain lease dated August 26, 1971, between said City and the City of Plymouth Municipal Building Authority, and by said City has agreed to include and file its full and complete financial prospectus and facilities to be required, submitted and approved by said Authority in the City of Plymouth Michigan in accordance with the provisions of Article 21, Part 4 of Michigan Compiled Public Laws, as amended, The City of Plymouth Michigan and Building Authority has irrevocably pledged to the payment of the bonds the net proceeds to the City of Plymouth Michigan from the total of said rents, being sufficient to pay the same, promptly, when due, the principal and interest on the terms of this issue.

This bond is one of a total authorized issue of \$1,000,000 (one million) bonds of even date and tenor, except as to date of interest and date of maturity, maturing on the first day of October, 1993, numbered consecutively in order of maturity from 1 to 200, inclusive, issued under and subject to the terms, conditions and covenants of the State of Michigan, including specifically Act 27, Public Acts of Michigan, 1946 (Act Extra Session, as amended, and pursuant to Ordinance No. 27, duly adopted by the Commission of the City of Plymouth Municipal Building Authority on September 3, 1971), for the purpose of paying the cost of purchasing, constructing and equipping a building and improving the site hereof, together with appurtenant facilities and properties necessary or convenient for use as a cultural center including a library, club, meeting rooms and reception offices for the use of the City of Plymouth, for a complete statement of the revenues from which and the conditions under which this bond is payable, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above-described Ordinance.

Bonds maturing in the years 1972 to 1985, inclusive, shall not be subject to redemption prior to maturity.

Bonds maturing in the years 1986 to 1993, inclusive, shall be subject to redemption prior to maturity, at the option of the Authority, on any interest payment date on or after October 1, 1985, in inverse numerical order, at par and accrued interest to the date fixed for redemption, plus a premium as follows:

100% of the par value of each bond redeemed prior to October 1, 1989;

105% of the par value of each bond redeemed on or after October 1, 1989, but prior to October 1, 1991;

100% of the par value of each bond redeemed on or after October 1, 1991, but prior to maturity.

Notice of the call of any bonds for redemption shall be given by publication in a newspaper or publication circulated in the State of Michigan which carries, as part of its regular service, notices of sale of municipal bonds, and by mail to the registered holder of the bonds, at least 30 days prior to the date fixed for redemption, provided funds are on hand with the paying agent to redeem said bonds.

This bond is a self-amortizing bond and it is not a general obligation of the City of Plymouth Municipal Building Authority, and does not constitute an indebtedness of said Authority which may be levied against the property of any individual, but is payable, both as to principal and interest, solely from the rents provided to be paid by the City of Plymouth Michigan. This Ordinance is executed with the intent of the said City of Plymouth Michigan, the proceeds of and interest on the bonds are secured by the irrevocable pledge of all said rents and interest, but the herein has been created by the Commission of the City of Plymouth Michigan.

The City of Plymouth Municipal Building Authority covenants and agrees to file and maintain in full force and effect all such bonds as maturing, and to pay the same to the City, in accordance with the terms of this issue, as well as sufficient to provide for payment of the interest and the principal of all such bonds, as and when the same become due and payable.

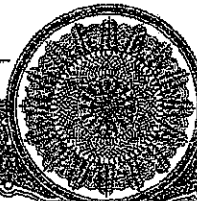
This bond may be registered or to principal only in the name of the holder or the holder of the paying agent, and such registration shall be on the back hereof by said paying agent, after which no transfer shall be valid unless made on the back and noted thereon in the manner and transmittability by delivery may be restored by registration to bearer. Such registration shall not affect the negotiability of the interest coupons.

IT IS HEREBY CERTIFIED AND RECITED, that all acts, conditions and things referred to hereon are true and in full compliance with the law and the terms of bonds of which this is one have been done and performed in regular and due time and form as required by law.

IN WITNESS WHEREOF, the City of Plymouth Municipal Building Authority by its Commission, has caused this bond to be signed in its name by the Chairman and Secretary of said Commission and its corporate seal to be hereunto affixed and has caused the original interest coupons to be executed by the faithful signature of the Chairman of said Commission, all at and on the first day of October, A.D., 1971.

Countersigned
Clifford White
Its Secretary

CITY OF PLYMOUTH MUNICIPAL
BUILDING AUTHORITY
Thomas Kelly
Its Chairman



MUNICIPAL BUILDING AUTHORITY MINUTES

Wednesday, September 8, 1971

A meeting of the Municipal Building Authority of the City of Plymouth was held in the City Hall on Wednesday, September 8, 1971, at 6:30 P.M.

PRESENT: Herbert Burley, William C. Hartmann, John M. Hoben, Clifford W. Tait and Thomas J. Kelly

ABSENT: None

OTHERS PRESENT: Eugene S. Slider, City Clerk

Moved by Mr. Hartmann and supported by Mr. Burley that the minutes of August 26, 1971, be approved as printed. Carried unanimously.

The City Clerk presented a proposed Bond Authorizing Ordinance, as prepared by the City's Bonding Counsel (Miller Canfield Paddock & Stone) for the purpose of financing a Community Cultural Recreational Center. After reading and review, it was moved by Mr. Burley and supported by Mr. Tait that the following Ordinance be adopted:

"ORDINANCE NO. 5

AN ORDINANCE PROVIDING FOR THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A BUILDING AND IMPROVEMENT OF THE SITE THEREFOR, TOGETHER WITH APPURTENANT FACILITIES, BY THE CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY FOR THE USE OF THE CITY OF PLYMOUTH; PROVIDING FOR THE ISSUANCE OF REVENUE BONDS TO DEFRAY THE COST THEREOF; AND PROVIDING FOR OTHER MATTERS RELATIVE TO SAID IMPROVEMENTS AND THE SAID BONDS.

PREAMBLE

WHEREAS, the City of Plymouth Municipal Building Authority (hereinafter referred to as the "Authority"), has been duly incorporated by the City of Plymouth, a public corporation of the State of Michigan, pursuant to the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, for the purpose of acquiring, furnishing, equipping, owning, improving, enlarging, operating and maintaining a building or buildings, or additions to buildings, automobile parking lots and structures,

recreational facilities, and the necessary site or sites therefor, together with appurtenant properties and facilities necessary or convenient for the effective use thereof for any legitimate public purpose, of the City of Plymouth; and

WHEREAS, the authority, pursuant to Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, and its Articles of Incorporation, proposes to acquire, construct and equip a building and acquire and improve the site therefor, together with appurtenant facilities and properties necessary or convenient for the use by the City of Plymouth as a cultural center including a skating rink, meeting rooms and recreation offices, said building to be located on the site described and set forth in the Exhibit A of the hereinafter described lease; and

WHEREAS, the total cost of acquiring, constructing and equipping said building and improving the site therefor is estimated to be the sum of One Million Five Hundred Thousand (\$1,500,000.00) Dollars; and

WHEREAS, the Authority proposes, in accordance with the authorization contained in Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, to provide at this time for the issuance of revenue bonds in the aggregate principal sum of One Million Five Hundred Thousand (\$1,500,000.00) Dollars to finance the cost of acquiring, constructing, equipping and improving said facility as specified in the lease hereinafter described; and

WHEREAS, said Authority and the City of Plymouth have entered into a written lease of said facility and the site therefor, which said lease was approved by the City Commission of the City of Plymouth on August 25th, 1971, is dated August 26th, 1971, and provides for the payment of rentals by the City of Plymouth fully sufficient to pay the principal and interest on the bonds authorized by this Ordinance.

NOW, THEREFORE, THE CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY ORDAINS:

DEFINITIONS

Section 1. Wherever used in this Ordinance or in the preambles hereto or the bonds to be issued hereunder, except where

otherwise indicated by context;

(a) The term "Authority" shall be construed to mean the City of Plymouth Municipal Building Authority organized pursuant to the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended.

(b) The term "City" shall be construed to mean the City of Plymouth, Michigan.

(c) The term "Commission" shall be construed to mean the Commission of the Authority, the legislative and governing body of the Authority.

(d) The term "project" shall be construed to mean the building and the acquisition, construction and equipment thereof and improvement of the site therefor, together with appurtenant facilities and properties as described in the preamble hereto, pursuant to the provisions of this Ordinance and the lease.

(e) The term "lease" shall be construed to mean the lease heretofore made and executed between the Authority and the City, as described in the preamble hereto.

(f) The term "rentals" as used herein shall be construed to mean the fixed annual rentals as provided in the lease to be paid to the Authority by the City. Said term shall be considered to have the same meaning and purport as the term "net revenues" as specified in Section 3 of Act 94, Public Acts of Michigan, 1933, as amended.

DETERMINATION OF NECESSITY

Section 2. It is hereby determined to be necessary and advisable for the Authority to acquire and construct the project, as provided and specified in the lease.

ESTIMATED COST, PERIOD OF USEFULNESS

Section 3. The total cost of acquiring and constructing said project, which estimated cost is One Million Five Hundred Thousand (\$1,500,000.00) Dollars, is hereby approved and confirmed and the estimated period of usefulness of the project is determined

to be not less than forty (40) years.

ISSUANCE OF REVENUE BONDS

Section 4. For the purpose of paying the cost of the project including the payment of architect's fees, legal and financing expenses, and other expenses incidental to the financing, there be borrowed on the credit of the rentals of the project, the sum of One Million Five Hundred Thousand (\$1,500,000.00) Dollars, and that in evidence thereof there be issued the negotiable revenue bonds of the Authority in the principal amount of One Million Five Hundred Thousand (\$1,500,000.00) Dollars, which bonds are sometimes referred to in this Ordinance as the "bonds."

BOND TERMS

Section 5. Said bonds shall be designated CULTURAL CENTER REVENUE BONDS and shall be payable solely out of the rentals to be paid by the City to the Authority pursuant to the provisions of the lease, and shall consist of three hundred (300) bonds of the denomination of \$5,000.00 each, dated as of October 1, 1971, numbered consecutively in direct order of maturity from 1 to 300 and payable serially as follows:

\$ 30,000.00 October 1st of each of the years from
1972 to 1975, inclusive;
\$ 40,000.00 October 1st of each of the years 1976,
1977 and 1978;
\$ 50,000.00 October 1st of each of the years 1979
and 1980;
\$ 60,000.00 October 1st of each of the years 1981
and 1982;
\$ 70,000.00 October 1st of each of the years 1983
and 1984;
\$ 80,000.00 October 1st of each of the years 1985
and 1986;
\$ 90,000.00 October 1st of each of the years 1987
and 1988;
\$100,000.00 October 1, 1989;
\$110,000.00 October 1st of each of the years 1990
and 1991;
\$120,000.00 October 1st of each of the years 1992
and 1993.

Said bonds shall bear interest at a rate or rates not exceeding eight per cent (8%) per annum, payable on April 1, 1972, and semi-annually thereafter on October 1st and April 1st of each year, both

principal and interest to be payable in lawful money of the United States of America at a bank or trust company qualified to act as paying agent, to be designated by the manager of the account purchasing the bonds, who may also designate a co-paying agent having like qualifications.

Bonds maturing in the years 1972 to 1985, inclusive, shall not be subject to redemption prior to maturity.

Bonds maturing in the years 1986 to 1993, inclusive, shall be subject to redemption prior to maturity, at the option of the Authority, on any interest payment date on or after October 1, 1985, in inverse numerical order, at par and accrued interest to the date fixed for redemption, plus a premium as follows:

- 3% of the par value of each bond redeemed prior to October 1, 1989;
- 2% of the par value of each bond redeemed on or after October 1, 1989, but prior to October 1, 1991;
- 1% of the par value of each bond redeemed on or after October 1, 1991, but prior to maturity.

Thirty days notice of the call of any bonds for redemption shall be given by publication in a newspaper or publication circulated in the State of Michigan which carries, as part of its regular service, notices of sale of municipal bonds, and in case of registered bonds, thirty days notice shall be given by mail to the registered holder at the registered address. Bonds so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the paying agent to redeem said bonds.

REGISTRATION

Section 6. Said bonds may be registered in the names of the respective holders thereof on books to be kept by the paying agent, as to principal only, such registration being noted by the paying agent on any bond so registered in the registration blank printed on the back thereof, after which no transfer shall be valid unless made on said books at the request of the registered holder thereof or attorney duly authorized, and similarly noted in said registration blank, but any bond so registered may be discharged from registration by being transferred on such books to bearer, after which it shall be transferable by delivery, and it may be again registered as above. The registration of any such bonds as to principal alone shall not

restrain the negotiability of the coupons by delivery merely.

EXECUTION OF BONDS

Section 7. The Chairman, and Secretary of the Commission are hereby authorized and directed to execute said bonds when issued and sold for an on behalf of the Authority, the seal of the Authority shall be affixed thereto by the Secretary of the Commission and the Chairman of the Commission is hereby authorized and directed to execute the interest coupons to be attached to said bonds by causing his facsimile signature to be affixed thereto. Upon the execution of said bonds and the attached coupons, the same shall be delivered to the Treasurer of the Commission or such other office as shall be designated by the Commission, who is hereby authorized and directed to deliver said bonds and attached coupons to the purchaser thereof as hereafter determined by the Commission, upon receipt of the purchase price therefor.

SECURITY FOR BONDS

Section 8. The bonds are issued in anticipation of the payment of the rentals which are contractual obligations of the City pursuant to the lease. Said bonds and the attached coupons shall not be a general obligation or indebtedness of the Authority, but shall be payable solely from the rentals received by the Authority pursuant to the lease. To secure such payment, all of such rentals are hereby pledged solely and only for the payment of the bonds, and a statutory first lien is established against such rentals for such purpose.

REMEDIES OF BONDHOLDERS

Section 9. The holder or holders of said bonds or coupons representing in the aggregate not less than twenty per cent (20%) of the entire issue then outstanding may, either at law or in equity, by suit, action, mandamus or other proceedings, protect and enforce the lien upon the rentals of the project, and may, by suit, action, mandamus or other proceedings, enforce and compel performance of all duties of the Authority, or its officers, including the collection of rentals, the proper segregation and application thereof as required by this Ordinance, and all other duties required to be performed by the Authority pursuant to the lease and this Ordinance.

If there be any default in the payment of the principal of

or interest upon any of said bonds. any court having jurisdiction in any proper action may appoint a receiver to administer and operate said project on behalf of the Authority, and under the direction of said court, and by and with the approval of said court, to perform all of the duties of the Authority and its officers more particularly set forth in the lease, this Ordinance and in Act 31, Public Acts of Michigan, 1949 (First Extra Session), as amended, and in Act 34, Public Acts of Michigan, 1951, as amended.

OPERATION OF PROJECT

Section 10. Pursuant to the terms of the lease the operation, maintenance and management of the project shall be the obligation of the City.

OPERATING YEARS

Section 11. The project shall be operated on the basis of a fiscal year commencing July 1st of each year and ending on June 30th of each year.

RATES

Section 12. The rentals provided by the lease are hereby established and fixed as the rates to be charged to the City for the use of the project. Such rentals are estimated to be sufficient to provide for the payment of the interest upon and the principal of all the bonds as and when the same become due and payable. Such rentals shall not be reduced, except as provided in the lease, until such time as all bonds and the interest thereon are paid in full, or sufficient funds for their payment in full have been accumulated. Such rentals shall be increased by the Authority, as provided in the lease, if necessary to meet its obligations on the bonds.

ACCOUNTS

Section 13. The rentals paid to the Authority shall be deposited, as received, into a separate depository account to be kept with a bank, insured by the Federal Deposit Insurance Corporation, located in or having a branch in the County of Wayne, Michigan, to be designated CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY CULTURAL CENTER RENOVATION BONDS RECEIVING FUND (hereinafter referred to as the "Receiving Fund"). The moneys from time to time in the Receiving Fund shall be transferred periodically in the manner herein provided.

(A)

BOND AND INTEREST REDEMPTION FUND

There shall be established and maintained a separate depository account designated BOND AND INTEREST REDEMPTION FUND, the moneys on deposit therein to be used solely and only for the purpose of paying the principal of and interest on the bonds hereby authorized. The moneys in said Bond and Interest Redemption Fund shall be kept on hand with the bank or trust company where the principal of and interest on the bonds herein authorized are currently payable.

There shall be set aside into said fund, from moneys in the Receiving Fund, on or prior to March 15, 1972, and on or prior to March 15th of each year thereafter sums fully sufficient to pay interest on the bonds due the next succeeding April 1st, and on or prior to September 15, 1972, and on or prior to September 15th of each year thereafter sums fully sufficient to pay the principal and interest on the bonds due the next succeeding October 1st.

(B)

DEBT SERVICE RESERVE ACCOUNT

Any moneys remaining in the Receiving Fund at the end of any fiscal year after meeting the current principal and interest requirements on the bonds for such year as provided in subparagraph (A) of this section, shall be allocated and set aside on the books and records of the Authority as a DEBT SERVICE RESERVE ACCOUNT, the moneys from time to time in said account to be applied and used for the payment of the principal of and interest on the bonds as to which there would otherwise be default. From and after October 1, 1985, any moneys in said account may, at the option of the Authority, be used and applied to redeem bonds prior to maturity, or purchase prior to maturity at not less than the highest call price then permitted and cancel such repurchased bonds. Moneys remaining in said account shall finally be applied to the payment of the principal of and interest on the bonds last maturing.

REVENUE BOND ACT

Section 1k. It is the intent and purpose of the Authority, pursuant to the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, to authorize and issue the bonds subject to the provisions of Act 94, Public Acts of Michigan, 1933, as amended, or such of the provisions of that Act as can be applied to the type of issue here involved. The lease provides that operation, maintenance and administration of the project is the total obligation of the City, as lessee, and thus the rentals provided in the lease are set to the Authority and pledged solely for debt

retirement represented by this bond issue. Thus no Authority operation and maintenance fund is established, as there would be no revenues allocable thereto. The Authority therefore determines that the plan and procedures herein followed complies with all substantive provisions of Act 94, Public Acts of Michigan, 1933, as amended, in that operation and maintenance of the project is fully contracted for, and maximum security for the bonds is provided by a pledge of all of the rentals established in the lease.

USE OF PROCEEDS OF BOND SALE

Section 15. The proceeds of sale of the bonds herein authorized, except for accrued interest and premium, if any, shall be deposited in an account with a bank, insured by the Federal Deposit Insurance Corporation, located in or having a branch in the County of Wayne, Michigan, to be designated by resolution of the Authority, said account to be designated CULTURAL CENTER BUILDING CONSTRUCTION FUND (hereinafter referred to as the "Construction Fund"). Accrued interest and premium, if any, received upon delivery of the bonds shall be deposited into the Bond and Interest Redemption Fund. The moneys in the Construction Fund shall be used solely and only to pay costs of acquisition of the project including architect's fees and any legal, financial or other expenses incident thereto, in accordance with the provisions of the lease. If any moneys remain in said fund after payment of all of such costs, such moneys shall be used as provided in Section 17 of this Ordinance.

INVESTMENT OF FUNDS, USE OF INCOME

Section 16. Moneys in the funds and accounts established by this Ordinance may be invested in United States government obligations, subject to the provisions of Act 94, Public Acts of Michigan, 1933, as amended. In the event such investments are made, the securities representing the same shall be kept on deposit with the depository or depositories of the fund or funds from which such investments were made. Income or profits from investments, or interest received on bank deposits, shall remain a part of the funds from which the investments or deposits, were made.

SURPLUS BOND SALE PROCEEDS

Section 17. Any unexpended balance of the proceeds of sale of the bonds remaining in the Construction Fund after completion of the project, may, at the option of the Authority and the City, expressed by appropriate resolution of their respective governing bodies, and to the extent of not exceeding fifteen per cent (15%)

of the principal amount of bonds issued pursuant to this Ordinance, be used for additions and improvements to the project, provided that at the time of such expenditures such use be also approved by the Municipal Finance Commission. Any remaining balance after such expenditure, or, if expenditure for such purpose is not made, the entire balance shall be paid into the Bond and Interest Redemption Fund and shall be used for the redemption of callable bonds, or prior to the first call date only, purchasing bonds of this issue on the open market at not more than the first call price thereof. Any bonds so acquired by redemption or purchase shall be cancelled and shall not be re-issued.

COVENANTS OF AUTHORITY

Section 18. The Authority covenants and agrees with the successive holders of the bonds and coupons that so long as any of the bonds remain outstanding and unpaid as to either principal or interest ----

(a) The Authority shall punctually perform all of its obligations and duties under this Ordinance and the lease herein set forth, and will collect, segregate and apply the rentals and payments in the manner required under this Ordinance and the lease.

(b) The Authority will maintain and keep proper books of record and account relating to the operation of the project and the rentals and payments received therefrom pursuant to the lease. Not later than three (3) months after the close of each operating year, the Commission will cause to be prepared a statement, in reasonable detail, sworn to by its chief accounting officer, showing the cash receipts and disbursements during such operating year, the assets and liabilities of the project at the beginning and close of the operating year, and such other information as may be necessary to enable any taxpayer or any holder or owner of the bonds, or anyone acting in their behalf, to be fully informed as to all matters pertaining to the financial operation of the project during such year. A certified copy of said statement shall be filed with the City Clerk of the City and the Municipal Finance Commission, and a copy shall also be sent to the manager or managers of the account purchasing the bonds. The Commission shall also cause an annual audit of such books of record and account for the preceding operating year to be made by a recognized independent certified public accountant, and shall mail

such audit to the manager of the syndicate or account purchasing the bonds. At the option of the Authority the aforesaid audit may be submitted in place of the aforesaid report required above.

(c) The Authority will not sell or otherwise dispose of the project until all of the bonds have been paid in full, both as to principal and interest, and will not do or suffer to be done any act which would affect the project in such a way as to impair or affect unfavorably the security of the bonds.

ADDITIONAL PROJECTS

Section 19. Nothing contained in this Ordinance shall be construed to prevent the Authority from issuing revenue bonds to finance the construction of additions to the project or any new buildings or projects within the scope of its corporate powers, but said bonds shall be payable out of, and have a first lien only on, the net revenues or annual rentals for space in such new projects or buildings and shall in no way have any lien on or be payable out of any of the rentals pledged to the payment of the bonds of this authorized issue, or any additional bonds issued to complete the project pursuant to the authorization provided in the lease and this Ordinance.

ADDITIONAL BONDS

Section 20. The right is reserved in the Authority to issue additional bonds on a parity with the bonds of this authorized issue for the completion of the project in the event the funds realized from the sale of the bonds herein authorized are insufficient therefor, but such additional bonds shall be authorized or issued only upon compliance with the following conditions:

(a) A certificate is executed by the architect in charge of construction, evidencing the fact that additional funds are needed to complete the project in accordance with the plans and specifications, and specifying the amount of money needed therefor. Said certificate shall be filed with the Secretary of the Commission and a copy thereof shall be filed with the City Clerk.

(b) A supplement or amendment to the lease is entered into between the Authority and the City providing for the payment by the City of sufficient additional fixed annual

rentals to meet the annual principal and interest requirements on the bonds then to be issued.

CONTRACT WITH BONDHOLDERS

Section 21. The provisions of this Ordinance, together with lease herein referred to, shall constitute a contract between the Authority and the holder or holders of the bonds from time to time, and after the issuance of any of such bonds, no change, variation or alteration of the provisions of this Ordinance or the lease may be made which would lessen the security for the bonds. The provisions of this Ordinance and the lease shall be enforceable by appropriate proceedings taken by such holder or holders, either at law or in equity.

BOND FORM

Section 22. Said bonds and coupons shall be in substantially the following form:

United States of America
STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY
CULTURAL CENTER REVENUE BOND

No. _____ \$5,000.00

KNOW ALL MEN BY THESE PRESENTS that CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY, a public corporation of the State of Michigan, for value received, hereby promises to pay the bearer hereof, or if registered, to the registered holder, the sum of

FIVE THOUSAND DOLLARS

on the first day of October, A.D., 19____, with interest thereon from the date hereof until paid at the rate of _____ per cent (%) per annum, payable on April 1, 1972, and semi-annually thereafter on the first day of October and April of each year, upon presentation and surrender of the proper interest coupons hereto annexed as they severally become due. Both principal of and interest on this bond are payable in lawful money of the United States of America at _____ or, at the option of the holder, at _____.

The bonds of this issue are payable solely from the proceeds

of rentals to be paid by the City of Plymouth, Michigan, pursuant to a certain lease dated _____, 1971, between said governmental unit and the City of Plymouth Municipal Building Authority, whereby said City has leased a building and the site therefor and appurtenant properties and facilities to be acquired, constructed and equipped by said Authority in the City of Plymouth, Michigan, in accordance with the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended. The City of Plymouth Municipal Building Authority has irrevocably pledged to the payment of the bonds the rentals chargeable to the City, as set forth in said lease; the total of said rentals being sufficient in amount to pay promptly, when due, the principal of and interest on the bonds of this issue.

This bond is one of a total authorized issue of three hundred (300) bonds of even date and like tenor, except as to rate of interest and date of maturity, aggregating the principal sum of \$1,500,000.00, numbered consecutively in direct order of maturity from 1 to 300, inclusive, issued under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, and pursuant to Ordinance No. _____ duly adopted by the Commission of the City of Plymouth Municipal Building Authority on _____, 1971, for the purpose of building and improving the site therefor, together with appurtenant facilities and properties necessary or convenient for use as a cultural center including a skating rink, meeting rooms and recreation offices for the use of the City of Plymouth. For a complete statement of the revenues from which and the conditions under which this bond is payable, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above-described Ordinance.

Bonds maturing in the years 1972 to 1985, inclusive, shall not be subject to redemption prior to maturity.

Bonds maturing in the years 1986 to 1993, inclusive, shall be subject to redemption prior to maturity, at the option of the Authority, on any interest payment date on or after October 1, 1985, in inverse numerical order, at par and accrued interest to the date fixed for redemption, plus a premium as follows:

3% of the par value of each bond redeemed prior to October 1, 1989;

2% of the par value of each bond redeemed on or after October 1, 1989, but prior to October 1, 1991;

1% of the par value of each bond redeemed on or after October 1, 1991, but prior to maturity.

Thirty days notice of the call of any bonds for redemption shall be given by publication in a newspaper or publication circulated in the State of Michigan which carries, as part of its regular service, notices of sale of municipal bonds, and in case of registered bonds, thirty days notice shall be given by mail to the registered holder at the registered address. Bonds so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the paying agent to redeem said bonds.

This bond is a self-liquidating bond and it is not a general obligation of the City of Plymouth Municipal Building Authority, and does not constitute an indebtedness of said Authority within any constitutional or statutory limitation, but is payable, both as to principal and interest, solely from the rentals required to be paid by the City of Plymouth, to the Authority, in accordance with the terms of the lease herein mentioned. The principal of and interest on this bond are secured by the irrevocable pledge of all said rentals and a statutory first lien thereon has been created by the bond-authorizing Ordinance.

The City of Plymouth Municipal Building Authority covenants and agrees to fix and maintain at all times while any of said bonds are outstanding, such rentals to the City, in accordance with the terms of the lease, as shall be sufficient to provide for payment of the interest upon and the principal of all such bonds, as and when the same become due and payable.

This bond may be registered as to principal only in the name of the holder on the books of the paying agent, and such registration noted on the back hereof by said paying agent, after which no transfer shall be valid unless made on the books and noted hereon in like manner, but transferability by delivery may be restored by registration to bearer. Such registration shall not affect the negotiability of the interest coupons.

IT IS HEREBY CERTIFIED AND RECITED, that all acts, conditions and things required by law precedent to and in the issuance of this bond and the series of bonds of which this is one have been done and performed in regular and due time and form as required by law.

IN WITNESS WHEREOF, the City of Plymouth Municipal Building Authority by its Commission, has caused this bond to be signed in its name by the Chairman and Secretary of said Commission and its

corporate seal to be hereunto affixed and has caused the annexed interest coupons to be executed by the facsimile signature of the Chairman of said Commission, all as of the first day of October, A.D., 1971.

CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY

By _____
Its Chairman

Countersigned:

Secretary

(SEAL)'

(Form of Coupon)

No. _____ \$ _____

On the first day of _____ A.D., 19____, the City of Plymouth Municipal Building Authority, a Michigan public corporation, will pay to the bearer hereof the sum shown hereon, in the manner and out of the revenues described in said bonds at _____ being the interest due that date on its Cultural Center Revenue Bond, dated October 1, 1971, No. _____.

This coupon is not a general obligation of the City of Plymouth Municipal Building Authority, but is payable solely from certain funds and revenues as set forth in the bond to which it pertains.

Chairman

REGISTRATION
NOTHING TO BE WRITTEN HEREON EXCEPT
BY THE PAYING AGENT

Date of Registration : Name of Registered Owner : Registrar

MUNICIPAL FINANCE COMMISSION APPROVAL

Section 23. The bonds herein authorized shall not be issued until the Municipal Finance Commission of the State of Michigan has approved such issuance, and the Secretary of the Commission is hereby authorized and directed to make application to the Municipal Finance Commission for such approval.

PARAGRAPH HEADINGS

Section 24. The paragraph headings in this Ordinance are supplied for convenience of reference only and shall not be considered to be a part of the Ordinance.

SERVERABILITY

Section 25. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such paragraph, section, clause or provision shall not affect any of the other provisions of this Ordinance.

CONFLICTING PROVISIONS

Section 26. All resolutions or orders or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict, hereby repealed.

PUBLICATION OF ORDINANCE

Section 27. This Ordinance shall be published in full in the Mail and Observer, a newspaper of general circulation in the City of Plymouth, County of Wayne, Michigan, within two weeks after its adoption and the same shall be recorded in the Ordinance Book of the Authority and such recording authenticated by the signatures of the Chairman and Secretary of the Commission.

EFFECTIVE DATE

Section 28. This Ordinance shall become effective immediately upon its passage."

Carried unanimously.

The Authority was advised by the City Clerk that bids were scheduled to be received at 7:30 P.M., September 22, 1971, for the construction

M.B.A. Minutes (Continued)
September 8, 1971
Page Seventeen

of the Cultural Center and that the next meeting of the
Municipal Building Authority would be called at that time.

Moved by Mr. Hartzmann and supported by Mr. Hoben that the
meeting be adjourned. Carried unanimously.

Time of adjournment was 7:00 P.M.

Clifford W. Tait
Secretary

LAW OFFICES OF
MILLER, CANFIELD, PADDOCK AND STONE
 2500 DETROIT BANK & TRUST BUILDING
 DETROIT, MICHIGAN 48226

CLEVELAND THURBER
 EDWARD S. RISO, JR.
 LAWRENCE S. KING
 EMMETT E. LAGAN
 WILLIAM G. BUTLER
 C. GRANT BARNES
 JOHN A. GRUBB, JR.
 JAMES E. TOBIN
 STRATTON S. BROWN
 RICHARD S. GUSHES
 GEORGE C. BUSHNELL, JR.
 PETER F. THURBER
 LAWRENCE A. KING
 ROBERT E. HANMILL
 JOSEPH P. HAYDOCK, JR.
 ALLEN SCHWARTZ
 JOHN W. WELDER
 GEORGE E. PARKER, JR.
 RICHARD A. JONES
 STEVEN USZCAG
 GILBERT E. GOVE
 WOLFGANG MORPE
 ROBERT S. KETCHUM
 GEORGE B. HEFFKRAM, JR.

SAMUEL J. MENIM III
 WILLIAM S. LANSBRIGHT
 JOEL L. WELLS
 ROBERT E. GILBERT
 BRUCE D. BIGGBAUER
 DAVID J. CLMSTEAD
 GEORGE T. STEVENSON
 JOHN A. THURBER
 JOHN C. BRUSTAD
 CHARLES T. BORELIGH, JR.
 CARL H. VON ENDE
 GORDON A. BECKER
 JAMES N. ROBINSON
 DAVID G. JOSEWICK
 WILLIAM G. KOCHHAMMER
 JOHN A. HARKER
 BARBARA V. EVANS
 EDWIN W. HECKER, JR.
 THOMAS J. VAN NEEB
 GREGORY L. CURINGER
 EMMETT T. KESAN, JR.
 DENNIS R. NEIMAN
 ROGER L. FREMO

TELEPHONE (313) 963-6420
 CABLE "STEM DETROIT"

SIDNEY T. MILLER (884-1940)
 GEORGE L. CANFIELD (666-1928)
 LEWIS H. PADDOCK (888-1936)
 PERRIS D. STONE (882-1948)
 SIDNEY T. MILLER, JR. (884-1938)
 LOUIS K. FEAG (877-1949)

LANSING OFFICE
 CAROLINE W. THRUH
 ROBERT M. THRUH
 JAMES T. HANTECH
 THOMAS J. MORDEN
 PATRICK J. BERARDO
 201 CAPITAL SQUARE & LOAN BLDG.
 LANSING, MICHIGAN 48222
 (517) 484-7781

BIRMINGHAM OFFICE
 318 WAREK BUILDING
 BIRMINGHAM, MICHIGAN 48011
 (513) MIDWEST 8-5800
 (513) JORDAN 8-0757

JOHN N. MUNNLEY
 SPECIAL COUNSEL

August 20, 1971

Mr. Eugene Slider
 City Clerk
 201 South Main Street
 Plymouth, Michigan 48170

Re: City of Plymouth Municipal Building
 Authority Cultural Center Bonds

Dear Gene:

As promised, I am enclosing six copies of the lease for the above referenced project, together with a resolution for adoption by the City Commission approving the lease. I understand this will be presented to the City Commission at their meeting on August 23, 1971. The ordinance and notice of sale for adoption by the Municipal Building Authority are under way at the present time and should be in the mail to you shortly.

I contacted the Department of Natural Resources with respect to the last sentence of their letter of July 20, 1971. They explain that this means the City should not enter into an actual construction phase of the project until it has signed a project agreement. This does not preclude preliminary engineering or financing. Thus, the City may proceed with the financing work on this project.

Yours very truly,

Miller, Canfield, Paddock and Stone

By George T. Stevenson
 George T. Stevenson

GTS sf
 Enclosure
 cc Mr. Robert Bendzinski

RECEIVED

AUG 23 1971

CITY OF PLYMOUTH

RESOLUTION

Minutes of a Special Meeting of the City Commission of the City of Plymouth, County of Wayne, Michigan, held in the City Hall in said City on the 22nd day of June, 1971, at 7:30 clock P.m., Eastern Standard Time.

PRESENT: Commissioners W. J. ...
...

ABSENT: Commissioners ...

The following preamble and resolution were offered by Commissioner ... and supported by Commissioner ...

WHEREAS, the City Commission of the City of Plymouth deems it necessary and advisable for the City of Plymouth to acquire the use of a building for use as a cultural center for said City;

AND WHEREAS, the City of Plymouth Municipal Building Authority, a public corporation organized and existing under authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, has indicated that it is willing to undertake the acquisition, construction and equipping of said building and is agreeable to leasing same to the City;

AND WHEREAS, if the City does not lease said building from the said Building Authority it will have to lease such facilities from other parties at a rental in excess of that paid to the said Building Authority;

AND WHEREAS, a contract providing for the lease of the building to the City has been prepared;

LEASE

MADE AND EXECUTED this 22 day of August, 1971,
by and between the City of Plymouth Municipal Building Authority,
a public corporation organized and existing under the authority
of Act 31, Public Acts of Michigan, 1948 (First Extra Session),
as amended, hereinafter referred to as the AUTHORITY; and the
City of Plymouth, a Michigan municipal corporation organized
and existing under the Constitution and laws of the State of
Michigan, hereinafter referred to as the CITY;

WITNESSETH:

WHEREAS, the AUTHORITY has been incorporated under and
in pursuance of the provisions of Act 31, Public Acts of Michigan,
1948 (First Extra Session), as amended, for the purpose of
acquiring, furnishing, equipping, owning, improving, enlarging,
operating and maintaining a building or buildings, or additions
to buildings, automobile parking lots and structures, recreational
facilities, and the necessary site or sites therefor together with
appurtenant properties and facilities necessary or convenient for
the effective use thereof for any legitimate public purpose and
facilities of the CITY; and

WHEREAS, the CITY desires to acquire the use of a
building and the site therefor together with appurtenant
properties and facilities necessary or convenient for use by the
CITY, as a cultural center including a skating rink, meeting
rooms and recreational offices (which building and the site
therefor and appurtenant properties and facilities are herein
called the "Project") and the AUTHORITY is willing to acquire
said Project and lease the same to the CITY; and

WHEREAS, said Project will be located on certain lots and parcels of land located in the CITY of Plymouth and more particularly described in the attached Exhibit A, which will be leased by the AUTHORITY for the term of this lease; and

WHEREAS, the total cost of the Project is estimated to be in the sum of One Million Five Hundred Thousand (\$1,500,000.00) Dollars, which will include legal and financing fees, the site therefor and contingencies; and

WHEREAS, the cost of the Project is to be provided by authorizing the issuance of revenue bonds by the AUTHORITY in the amount of One Million Five Hundred Thousand (\$1,500,000.00) Dollars, pursuant to the provisions of Act 94, Public Acts of Michigan, 1933, as amended; and

WHEREAS, as a prerequisite to the authorization and issuance of said bonds, it is necessary for the parties hereto to enter into a final lease contract whereby the AUTHORITY will lease to the CITY and the CITY will hire from the AUTHORITY the Project for a period extending beyond the last maturity date of the said bonds, but not to exceed a period of forty (40) years;

IT IS, THEREFORE, AGREED BY AND BETWEEN THE PARTIES HERETO, for and in consideration of the agreement and covenants of each other and moneys to be paid one to the other, as follows:

1. The AUTHORITY will, on or before October 1, 1971, enter into final contracts, for the acquisition of the Project as described in the preamble hereto, following the preparation of detailed plans and working drawings and securing of contract

bids therefor. The Project shall be completed for the use of the CITY on or before July 1, 1972, in accordance with the plans and specifications therefor to be prepared as aforesaid. No final construction contracts shall be entered into by the AUTHORITY until revenue bonds to defray the cost thereof have been sold. The Site for the Project is now leased by the CITY for a term of 99 years and the CITY hereby covenants that it will at the time of or prior to delivery of the bonds hereinafter described assign to the AUTHORITY by proper instrument all of the CITY'S interest in the Site for the term of this Lease, free and clear of all material liens and encumbrances.

2. In consideration of the rentals and other terms and conditions herein specified, the AUTHORITY does hereby let and lease to the CITY and the CITY does hereby lease from the AUTHORITY the Project to be acquired, TO HAVE AND TO HOLD for a term commencing on or before the 1st day of October, 1971, and ending on a day forty (40) years from the date hereof, or such lesser period as may be authorized by the provisions of this contract.

3. The annual rentals to be paid by the CITY (which are hereinafter called "fixed annual rentals"), shall be in the amounts of Sixty Thousand, (\$60,000.00) Dollars payable on March 15, 1972 and One Hundred Fifty Thousand, Four Hundred (\$150,400.00) Dollars payable on September 15, 1972, and each September 15 thereafter.

The fixed annual rentals herein required are in an amount sufficient to meet, as they mature, the principal and interest payments on the revenue bonds of the AUTHORITY in the total authorized principal sum of One Million Five Hundred Thousand (\$1,500,000.00) Dollars, and to provide for a debt service reserve therefor. Following sale of the revenue bonds of the AUTHORITY

the fixed annual rentals shall be reduced to an amount not less than the largest annual principal and interest payment on the bonds.

In the event an increase in the fixed rentals herein provided becomes necessary in order to provide adequate funds for the AUTHORITY to meet its debt service requirements on the bonds issued and outstanding and the necessary reserve requirements, the CITY agrees to pay the increased annual rental.

The CITY, in its sole discretion, in any annual period may pay in advance any proportion of its fixed annual rental in excess of the annual requirement, in which event the AUTHORITY shall credit the CITY with advance payment of the next succeeding annual requirements to the extent of such excess payments.

The AUTHORITY shall credit against the CITY'S next succeeding semi-annual payment as the same is required herein, such sums as the CITY from time to time, may directly deposit in the AUTHORITY'S REVENUE BONDS, BOND AND INTEREST REDEMPTION FUND to the extent that such credit has not already been given.

4. The CITY, at its own expense during the term of the within lease, shall operate, maintain and keep in repair the Project and the expense in connection therewith shall be borne and paid by the CITY, in addition to all other rentals herein required. Operation and maintenance shall be deemed to include, but not to the exclusion of any other items not herein specified, lighting, heating, snow and debris removal, painting and such other repair and maintenance items as are necessary to provide for efficient operation of the Project and to keep the same in good repair and working order, policing and providing such attendants as may be necessary, securing proper insurance coverage, and paying all the administrative cost of the AUTHORITY.

5. The CITY has included in its budget for the fiscal year commencing July 1, 1971 and shall include in its budget for each fiscal year thereafter, an amount sufficient to pay the total obligations under this contract, including the fixed annual rentals and the operation and maintenance costs of the Project as herein

specified for the next ensuing fiscal year. The fixed annual rentals and obligations for operation and maintenance costs specified in this contract shall be deemed to be an operating expense of the CITY. On or before April 1st of each and every fiscal year the CITY shall prepare a statement of the moneys to be included in the next ensuing fiscal budget for the fixed annual rentals and operation and maintenance costs of the Project. The AUTHORITY shall have the right and privilege to communicate directly with the City Commission of the CITY regarding any disputed items in said budget, and in any event the budget shall be reasonably adequate to cover the obligations of the CITY herein contained in this Lease. In no event shall the amounts to be included by the CITY in its annual budget for the maintenance, operating and rental expenses in connection with this lease be less than the amount required to reasonably maintain the Project and to pay promptly and fully all obligations maturing under this Lease, as well as the debt service in connection with any revenue bonds issued, or to be issued, by the AUTHORITY in connection with the acquisition, construction, equipment, improvement and leasing of the Project, and in no event shall the CITY's obligation in any such annual budget be less than the amount required by law.

6. The CITY may install in the Project such equipment or fixtures as it may desire, but shall not make any permanent alterations to the Project without the written consent of the AUTHORITY.

7. The CITY covenants and agrees that it will not permit the use of the leased premises in any manner that will substantially increase the rate of insurance thereon, or for any purpose which will result in a violation of local, State or Federal laws, rules or regulations, now or hereafter in force and applicable

therato, and shall keep the AUTHORITY harmless and indemnified at all times against any loss, cost, damage or expense by any accident, loss, casualty or damage resulting to any person or property through any use, misuse, or non-use of said premises, or by reason of any act or thing done or not done on, in or about said leased premises or in relation thereto. The CITY further covenants and agrees that it will promptly and at its own expense, make and pay for any and all changes and alterations in or about the leased premises, which, during the terms of this Lease, may be required to be made any time by reason of local, State or Federal laws, and to save the AUTHORITY harmless and free from all cost or damage in respect thereto.

8. To carry out the acquisition, construction, equipment and improvement of the Project and the financing thereof in 1948 (First Extra Session), as amended, the following actions shall be taken by the AUTHORITY:

(a) The AUTHORITY will, immediately upon the execution of this Lease, enact the necessary ordinance to authorize the issuance of revenue bonds in the aggregate principal sum of One Million Five Hundred Thousand (\$1,500,000.00) Dollars, pursuant to the authorization contained in Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, being the amount estimated to be sufficient to pay the cost of the acquisition of the Project, together with legal and financing expenses, and contingencies. The AUTHORITY will offer for sale, and take such other necessary legal procedure as may be necessary to sell said bonds.

(b) The AUTHORITY will, immediately upon the sale of the bonds herein provided for, but prior to the delivery

thereof, enter into and execute contracts for the acquisition and construction of the Project.

(c) The AUTHORITY will, immediately upon receipt of the proceeds of the sale of the revenue bonds, comply with all requirements provided for in the ordinance relative to the disposition and use of such proceeds.

(d) In the event for any reason there are not sufficient funds to complete the acquisition of the Project and additional funds become necessary therefor, it is agreed by the parties hereto that either of the following methods of providing said additional fund shall be used:

(1) The CITY may pay the necessary funds as additional advance rentals and obtain credit or repayment therefor out of future rentals due under the terms of this contract after all outstanding revenue bonds of the AUTHORITY are paid.

(2) Increase the amount of the fixed annual rental to be paid by the CITY in an amount fully sufficient to amortize any additional revenue bonds issued by the AUTHORITY.

9. The AUTHORITY shall deliver possession of the space leased by this contract to the CITY not later than July 1, 1972. In the event the acquisition of the Project for reasons unforeseen or otherwise, is not completed by that date, the obligation of the CITY for the payment of the fixed annual rentals shall in any event remain in full force and effect in order to provide for the payment of interest and principal on the revenue bonds issued by the AUTHORITY.

10. There shall be no abatement of the fixed annual rentals required to be made by the CITY in the event of a casualty

that results in the Project being not tenantable. If, in the judgment of the AUTHORITY, the funds received from any insurance policies, or otherwise, shall be insufficient to make the Project usable or tenantable, then, in that case, the AUTHORITY shall hold and invest the funds paid to it by reason of such loss for the benefit of the holders of outstanding revenue bonds of the AUTHORITY, and when upon receipt of sufficient rentals from the CITY, which, together with the proceeds of the insurance, will be sufficient to pay the principal and interest upon all outstanding revenue bonds of the AUTHORITY, said moneys shall be deposited by the AUTHORITY in trust for the benefit of the bondholders and used to pay the principal and interest on said bonds as they mature or as said bonds become callable. Such funds so held may be invested in bonds, notes, bills and certificates of the United States of America.

11. The CITY shall provide liability insurance in an adequate amount protecting the AUTHORITY and the CITY against loss on account of damage or injury to persons or property, imposed by reason of the ownership of the Project, or resulting from any act of omission or commission on the part of the AUTHORITY or the CITY, their agents, officers and employees, in connection with the operation, maintenance or repair of the Project, or the furnishing of any service to the CITY. The AUTHORITY shall require a sufficient fidelity bond from any person handling the funds of the AUTHORITY.

12. The leasehold rights, duties and obligations of the CITY, as specified in this contract, shall not be assigned nor sublet in whole or in part during the terms of this contract or while any of the revenue bonds of the AUTHORITY issued for the purpose of defraying the cost of the Project are outstanding and

unpaid except that the CITY may sublet space in the Project or any part thereof to others to the extent and in the manner that the CITY could sublet if the CITY owned the Project and in no event shall any subletting relieve the CITY of its obligation to pay the rental hereunder or perform any of its other obligations hereunder.

13. The AUTHORITY, its agents, servants or employees shall have the right at all times of entering upon the leased premises for the purpose of inspecting the property and determining whether all of the terms, agreements, covenants and conditions herein contained are being complied with.

14. The CITY covenants and agrees that it will continue to pay to the AUTHORITY, in accordance with the terms of this contract, the fixed annual rentals herein specified and the operation and maintenance costs of the Project herein established, without abatement for any cause or reason whatsoever, until the principal and interest of all revenue bonds issued by the AUTHORITY to finance the costs of acquisition of the Project are paid in full.

15. The CITY covenants and agrees that if, before all revenue bonds issued by the AUTHORITY to defray the cost of the Project have been retired, default shall at any time be made by the CITY in payments of the fixed annual rentals or operation and maintenance costs as herein required, the AUTHORITY shall have the right to use all the remedies provided by law to correct said default, including those specifically set forth in Act 94, Public Acts of Michigan, 1933, as amended.

In addition to the other remedies provided by law, the parties hereto recognize the rights and remedies which exist in bondholders by virtue of the provisions of Act 94, Public Acts of Michigan, 1933, as amended, and Ordinance to be enacted by

the AUTHORITY providing for the insurance or revenue bonds under the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended.

16. The AUTHORITY and the CITY each recognize that the holders from time to time of the revenue bonds of the AUTHORITY issued pursuant to law to defray the cost of the Project will have contractual rights in this Lease, and it is, therefore, covenanted and agreed by each of them so long as any of said revenue bonds shall remain outstanding and unpaid, the provisions of this Lease shall not be subject to any alteration or revision which would in any manner unfavorably affect either the security of the bonds or the prompt payment of principal or interest thereto. The AUTHORITY and the CITY further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Lease promptly at the times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the said bonds, the security therefor, or the prompt payment of principal and interest thereon.

17. Any notice necessary or proper to be given to any of the parties hereto may be served in the following manner:

(a) If to the AUTHORITY, by delivering the same to any member of the Commission thereof.

(b) If to the CITY, by delivering the same to the City Clerk or his deputy.

18. This contract shall remain in full force and effect for a period of forty (40) years from the date hereof, or until such lesser time as the revenue bonds issued by the AUTHORITY to defray the cost of the Project are paid in full. At such time within the forty (40) year term as all of said revenue bonds and the interest thereon are paid, this contract may be altered or changed by consent

of the parties hereto, or the same may be terminated by consent and title to the Project conveyed to the CITY in manner contemplated by Act 31, Public Acts of Michigan, 1948 (First Extra Session) as amended.

19. The AUTHORITY covenants that the CITY, upon compliance with the terms of this Lease, shall and may peacefully and quietly have and hold and enjoy the leased premises for the terms herein provided.

20. This contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

21. If for any reason the revenue bonds hereinbefore mentioned cannot be lawfully sold, this agreement shall be of no force and effect. In no event shall this agreement become null and void if the said revenue bonds mentioned above are sold and issued by the AUTHORITY.

IN WITNESS WHEREOF, The City of Plymouth Municipal Building Authority, by its Commission, and the City of Plymouth, Michigan, by its City Commission, have each caused its name to be signed to this instrument by its duly authorized officers and its seal to be affixed hereto the day and year first above written.

This contract has been executed in duplicate.

In the presence of: CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY

By Thomas G. Keller
Chairman of its Commission

By Clifford W. Tipton
Secretary of its Commission

In the presence of: CITY OF PLYMOUTH

By James R. McKeon
Mayor

By Eugene S. Skider
City Clerk

State of Michigan)
 : ss
County of Wayne)

On this _____ day of _____, 1971, before me appeared _____ and _____ to me personally known, who, being by me duly sworn, did, each for himself, say that they are respectively the Chairman and Secretary of the Commission of the City of Plymouth Municipal Building Authority, a public corporation of the State of Michigan, and that said instrument was signed and sealed in behalf of said Authority by authority of its Commission, and the said persons acknowledged said instrument to be the free act and deed of said Authority.

Notary Public, Wayne County, Michigan
My commission expires: _____

State of Michigan)
 : ss
County of Wayne)

On this _____ day of _____, 1971, before me appeared _____ and _____ to me personally known, who, being by me duly sworn, did, each for himself, say that they are respectively the Mayor and City Clerk of the City of Plymouth, a City in the State of Michigan, and that said instrument was signed and sealed in behalf of said City by authority of the City Commission, and the said persons acknowledged said instrument to be the free act and deed of said City.

Notary Public, Wayne County, Michigan
My commission expires: _____

EXHIBIT A

Lots 1 to 9, both inclusive, except the northerly 11.00 feet thereof and Lots 14 to 27, both inclusive, and including Karmada and Blanche Streets and alley Right of Ways as dedicated in and by the plat of Thomas Subdivision of part of the Northwest 1/4 of Section 26, T. 1S., R. 8E., City of Plymouth, Wayne County, Michigan, as recorded in Liber 41 of Plats on Page 46, Wayne County Records, subject to easements of record. Total area, including Karmada and Blanche Streets and Alley Right of Ways approximately 4.76 Acres.



CITY OF PLYMOUTH

www.plymouthmi.gov

Recreation Department
Plymouth Cultural Center
525 Farmer
Plymouth, MI 48170

Phone 734-455-6620

December 22, 2022

Alicia Bradford, Director
Wayne County Parks Division
33175 Ann Arbor Trail
Westland, MI 48185

Dear Director Bradford:

Thank you for the information regarding the Wayne County Millage Funding Allocation for Fiscal Year 2022-2023 in the amount of \$22,547.00.

The City of Plymouth would like to use the Parks Millage Fund allocation for the purchase of tables, chairs and transport carts for use in the Plymouth Cultural Center (Community Center). If any purchases run over the allotted \$22,547.00, the balance will be paid by the City of Plymouth – Recreation Fund.

The Plymouth Cultural Center (Community Center) is owned by the City of Plymouth and is operated by the City of Plymouth Recreation Department. The Plymouth Cultural Center is located at 525 Farmer Street, Plymouth, MI 48170.

Please find attached a project description, cost estimates and proof of ownership of the Community Center by the City of Plymouth.

If you require any additional information, please feel free to call or e-mail.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Anderson", is written over a white background.

Steve Anderson
Recreation Director

office: 734-455-6620 x 302,
e-mail: sanderson@ci.plymouth.mi.us

THE CITY OF HOMES

twitter.com/plymouthmi.gov facebook.com/cityofplymouthrecreation



City of Plymouth – Recreation Department
Project Description for Wayne County Parks Millage
Allocation

County Fiscal Year 2022 / 2023

Plymouth Cultural Center – Table, Chair and Cart Purchase

Project:

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

In order to operate and coordinate events for the citizens of Wayne County, the facility requires event tables, chairs and corresponding carts to provide event logistics.

Purpose:

Event tables and chairs will be used to coordinate multiple recreational and municipal oriented events. Table and chair transport carts will be used for the improved safety of personnel during event set up.

Purchasing and Funding:

The City of Plymouth will go out for competitive bid on all tables, chairs and carts. Final determination on the best value will be made by the City of Plymouth Commission with recommendations made by the administrative staff according to City of Plymouth purchasing policies.

Funding not to exceed \$22,547.00 will come from the Wayne County Parks Millage Allocation. All expenditures above the amount of \$22,547.00 will be funded by the City Recreation Capital Improvement Fund.

Attached are the preliminary quotes for the specified tables, chairs and carts for budgeting purposes.

QUOTE ACKNOWLEDGEMENT

THIS IS NOT AN INVOICE



MITYLITE

holsag

BERTOLINI

XpressPort

Created On: 12/21/2022

Sales Quote Number: SQ38561

Mity Customer Number: 157336

Page: 1 Of 3

Deposit required. Amount subject to credit approval.

Bill To: CITY OF PLYMOUTH/PARKS	Sell To: CITY OF PLYMOUTH/PARKS	Ship To: CITY OF PLYMOUTH/PARKS
City Clerk 525 Farmer St. Plymouth, MI 48170	City Clerk 525 Farmer St. Plymouth, MI 48170	525 Farmer St. Plymouth, MI 48170

Ship Via	Payment Terms	Sales Person
ORIGIN, Freight Prepaid	Payment Terms Pending	Scott Bean

Item No.	Description	UOM	QTY	Unit Price	Total Price
ELCR06010001670W50	ELITE CROWN CHAIR - HYBRID Finish: Black Sand Back: Fixed Seam Style: Waterfall Ganging: Retractable Tube Profile: Smooth Chair Upholstery: • Sherpa - Gargoyle	Each	50	\$141.00	\$7,050.00
CT72BGB0F000FC000	CT 72 BGB W29BRN ABS ROUND TABLE 72" (6FT) Top: Beige Bottom: Brown Trim ABS Brown Leg: Wishbone Leg/Base Color: Brown	Each	10	\$479.00	\$4,790.00

Subtotal \$23,233.58
Sales Tax \$0.00
Quote Total \$23,233.58

THANK YOU FOR CHOOSING MITY!

Signature: _____

Date: _____

* NET Pricing Applied. * Quotes are valid for 30-days. * Delivery is Dock-to-Dock. * Sales Tax may be applicable.

* Customer is responsible for offloading order at delivery time unless otherwise prearranged.

*Freight Quotes are estimates. The Freight charge on your order, will reflect the current freight cost the day the order is placed.

* Mity, Inc. charges a 3% processing fee for all credit card payments.



MityLite Inc. P.O. BOX 732698, Dallas, TX, 75373-2698 US | PHONE 801-224-0589 ext 4200 FAX 801-224-6191

QUOTE ACKNOWLEDGEMENT

THIS IS NOT AN INVOICE



MITYLITE

holsag

BERTOLINI

XpressPart

Created On: 12/21/2022

Sales Quote Number: SQ38561

Mity Customer Number: 157336

Page: 2 Of 3

Deposit required. Amount subject to credit approval.

Bill To: CITY OF PLYMOUTH/PARKS City Clerk 525 Farmer St. Plymouth, MI 48170	Sell To: CITY OF PLYMOUTH/PARKS City Clerk 525 Farmer St. Plymouth, MI 48170	Ship To: CITY OF PLYMOUTH/PARKS 525 Farmer St. Plymouth, MI 48170
--	--	--

Ship Via	Payment Terms	Sales Person
ORIGIN, Freight Prepaid	Payment Terms Pending	Scott Bean

Item No.	Description	UOM	QTY	Unit Price	Total Price
RT3072BGB0F000F0000	Height: 29in. Tall RT 3072 BGB WZ9BRN ABS RECTANGLE TABLE 30" X 72" Top: Beige Bottom: Brown Trim ABS Brown Leg: Wishbone Leg/Base Color: Brown	Each	20	\$259.00	\$5,180.00
CRT4WCHHTBLK2	Height: 29in. Tall COMFORT SEAT CART 4-WHEEL, BLACK; HOLDS 8G2, OR 10 ENCORE, CLASSIC, E2, OR ACCESS CHAIRS Color: Black Sand Holds 10 Classic, Encore, Elite, Essential II, Eon, Regency, or Access Banquet Chairs or Holds 8 Grand II Banquet Chairs Works with High Capacity	Each	1	\$398.00	\$398.00

Subtotal \$23,233.58

Sales Tax \$0.00

Quote Total \$23,233.58

THANK YOU FOR CHOOSING MITY!

Signature: _____

Date: _____

*** NET Pricing Applied. * Quotes are valid for 30-days. * Delivery is Dock-to-Dock. * Sales Tax may be applicable.**

*** Customer is responsible for offloading order at delivery time unless otherwise prearranged.**

***Freight Quotes are estimates. The Freight charge on your order, will reflect the current freight cost the day the order is placed.**

*** Mity, Inc. charges a 3% processing fee for all credit card payments.**



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QUOTE ACKNOWLEDGEMENT

THIS IS NOT AN INVOICE



MITYLITE

holsag

BERTOLINI

XpressPart

Created On: 12/21/2022

Sales Quote Number: SQ38561

Mity Customer Number: 157336

Page: 3 Of 3

Deposit required. Amount subject to credit approval.

Bill To: CITY OF PLYMOUTH/PARKS	Sell To: CITY OF PLYMOUTH/PARKS	Ship To: CITY OF PLYMOUTH/PARKS
City Clerk 525 Farmer St. Plymouth, MI 48170	City Clerk 525 Farmer St. Plymouth, MI 48170	525 Farmer St. Plymouth, MI 48170

Ship Via	Payment Terms	Sales Person
ORIGIN, Freight Prepaid	Payment Terms Pending	Scott Bean

Item No.	Description	UOM	QTY	Unit Price	Total Price
CRRTRUBLK2	Cart-Push [Configured Separately] CART;HOLDS 48 TO 96 IN LENGTH RECTANGULAR TABLE;UPRIGHT;BLK FRAME Color: Black Sand Holds 7 RT tables from 72"/96" Long or 5 RT from 48"/60" Long WARNING: Cart loaded with 96" long tables will NOT fit through a standard doorway	Each	3	\$679.00	\$2,037.00
CRTCT42-72BLK56	CART;HOLDS 42" - 72" CIRCULAR TABLE;EDGE;BLK FRAME;NON- MARRING 6" CASTERS;NARROW CART;HOLDS 42" - 72" CIRCULAR TABLE;EDGE; BLK FRAME;NON-MARRING 6" CASTERS;NARROW	Each	2	\$599.00	\$1,198.00
	Freight Estimate		1	\$2,230.58	\$2,230.58
	Freight - Lift Gate		1	\$350.00	\$350.00

Subtotal **\$23,233.58**

Sales Tax **\$0.00**

THANK YOU FOR CHOOSING MITY!

Quote Total **\$23,233.58**

Signature: _____

Date: _____

** NET Pricing Applied. * Quotes are valid for 30-days. * Delivery is Dock-to-Dock. * Sales Tax may be applicable.*

** Customer is responsible for offloading order at delivery time unless otherwise prearranged.*

**Freight Quotes are estimates. The Freight charge on your order, will reflect the current freight cost the day the order is placed.*

** Mity, Inc. charges a 3% processing fee for all credit card payments.*



MityLite Inc. P.O. BOX 732698, Dallas, TX, 75373-2698 US | PHONE 801-224-0589 ext 4200 FAX 801-224-6191

EXHIBIT C: SIGNAGE SPECIFICATIONS



WAYNE COUNTY MEMORANDUM PARKS DIVISION

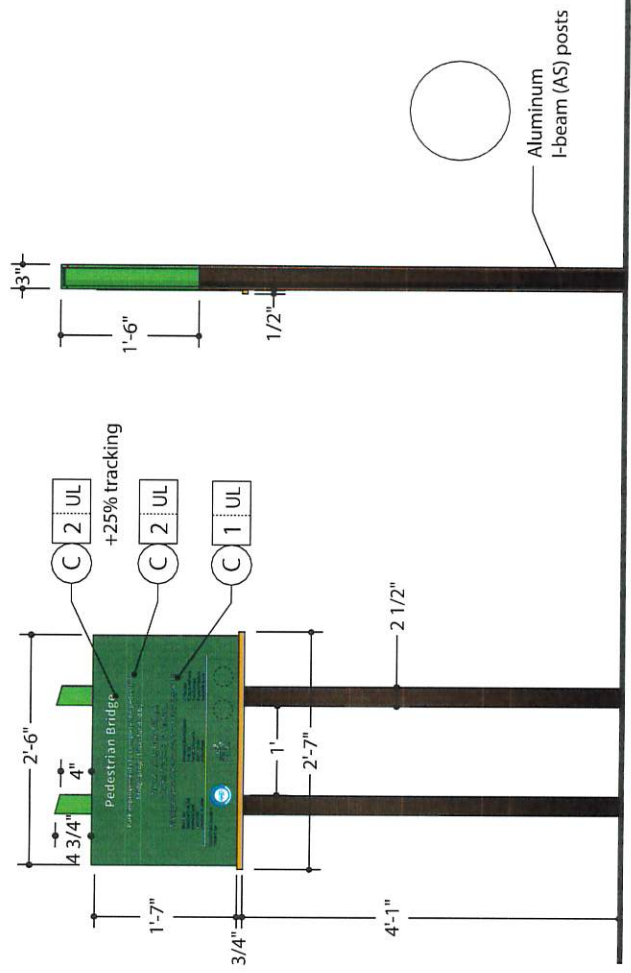
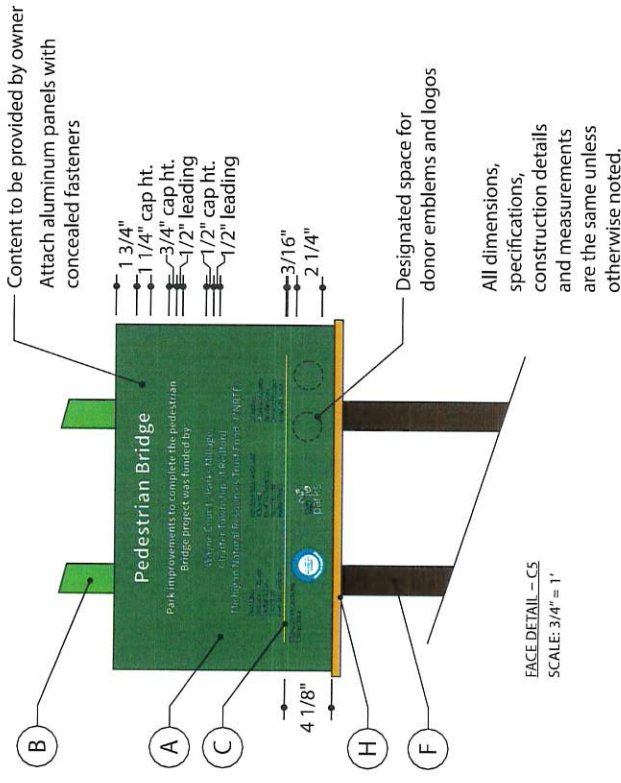
SIGN SPECIFICATIONS

Attached, please find sketch and samples of the sign layout that we are suggesting for all IGA Grant projects. The Specs are as follows:

All parks millage signs must include language that states, made possible through the Wayne County Parks millage in cooperation with (*place your municipality name here*)

- Sign size 48' x 30' $\frac{3}{4}$ ' marine grade plywood or other composite material
- Sign is to be one sided, two sides is optional
- To be cut with " carriage "style top i.e. arched (optional)
- Color options are determined by the municipality
- Font should be traditional styles in Helveticas, Arial, Times New Roman
- Include County Logo (Blue-43 communities) County Executive and County Commissioners
- We suggest using 3M Reflective Adhesive water proof vinyl. Painting is optional
- Vertical post shall be 4x6 weather proof timbers routed on **4'** side to accommodate the sign, staining of posts optional
- Bury post a minimum of 42' into ground and backfill with dirt and compost, concrete footing is optional
- Bottom of sign shall be 2ft. minimum above grade
- Sign will be secured to post with flat head Galvanized wood screws (approx.# 10) 2 per post (min.)
- Proof to be provided of final design prior to fabrication and installation

We are flexible on fabrication and colors as long as it resembles the example attached. Any request to deviate from the signage should be directed to the Parks Director.



FRONT ELEVATION - C5
SCALE: 1/2" = 1'

SIDE ELEVATION - C5
SCALE: 1/2" = 1'

Exhibit D: INSURANCE COVERAGES

City, at its expense, or any contractors, subcontractors, consultants or agents retained by City (each a "Contractor"), at their own expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives or employees. Contractor shall maintain at least the following minimum coverage:

Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

Umbrella or Excess Liability

Policy in an amount not less than \$1,000,000. Umbrella or excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

Automobile Liability

Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation

Insurance as required by the State of Michigan, with Statutory limits, and employer's liability insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (if Design/Build)

Insurance appropriate to the Contractor's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.

Builder's Risk (Course of Construction)

Insurance utilizing "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards)

Insurance with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Contractor maintains higher limits than the minimum insurance coverage required as stated above in this Exhibit, the Contractor shall maintain the coverage for the higher insurance

limits for the duration of this Agreement.

Additional Insured Status

The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor grants to the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

Claims-made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The retroactive date must be shown and must be before the date of this Agreement or the date the Contractor starts to perform the services.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of this Agreement.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to this Agreement's effective date, the

Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Exhibit. The County shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Exhibit, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

➤ The Contractor must submit certificates evidencing the insurance to the County Risk Management Division at the time the Contractor executes an agreement with the City, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Surety Bonds

The Contractor shall provide the following surety bonds: 1) bid bond; 2) performance bond; 3) payment bond; 4) maintenance bond. The payment bond and the performance bond shall be in a sum equal to the contract price. If the performance bond provides for a one year warranty a separate maintenance bond is not necessary. If the warranty period specified in the contract is for longer than one year a maintenance bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Michigan and secured through an authorized agent with an office in Michigan.

RESOLUTION

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

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

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

WHEREAS Funding for this project is from the Wayne County Parks Tax Millage and the County is returning a small portion of the tax money generated by the 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 table and chair replacement at the Plymouth Cultural Center. This agreement is to have the County provide \$22,547.00 to assist the City with those improvements.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: *S:\Manager\Sincock Files\Memorandum - Table and Chair Purchase MightyLite for PCC 02-13-23.docx*
Date: February 13, 2023
RE: Grant Funded Purchase of Tables & Chairs

Background

There is a need to replace some of the tables and chairs at the Plymouth Cultural Center. Some of those units are more than 15 years old and obviously time and use has taken a toll on that equipment. We need and use very durable equipment at that facility and the Administration has determined that the Mity-Lite brand is best for our use and facility. The lightweight design that has a proven record of being extremely durable for us is why we chose that brand of equipment.

This purchase will be funded by the County Recreation Millage "give back" to the local communities based on population. This year the grant funding is in the amount of \$22,547.00.

The City Administration has accepted bids on the tables and chairs, and we received several bids. We have attached the complete bid packet, as well as the spreadsheet of the bidders for your reference. In addition, we have attached a memorandum from Recreation Director Steve Anderson as additional background on this purchase.

Recommendation

The City Administration recommends that the City Commission accept the bid from MityLite, Inc. in the amount of \$22,818.76. The vast majority of the purchase will be grant funded and the small balance will come from the Recreation Fund, not affecting the General Fund.

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



Memo

To: Paul Sincock, City Manager
From: Steve Anderson, Recreation Director 
CC:
Date: 2/10/2023
Re: Purchase of Event Tables, Chairs and Carts - Wayne County Park Millage Funds

As you are aware, Wayne County has again chosen to turn back some of the Wayne County Parks Millage funds back to the local communities to fund recreational capital improvements. The City of Plymouth's share of these funds for this budget year is \$22,547.00.

After speaking with the team, we chose to address an ongoing issue we have at the Cultural Center, replacing damaged tables, chairs and carts. As you can imagine, the event tables and chairs at the Cultural Center take a beating with the daily events and classes that take place year in and year out.

Many of the six-foot tables that we need to operate on a daily basis are over fifteen years old with the about half having some sort of condition issue. Additionally, about a third of the six-foot round tables have begun cracking that leave very sharp edges. This obviously creates problems for our users as well as our employees.

We have bid out the following Mity-Lite products that match our current inventory in the building:

- 50 - Elite Crown Chairs
- 10 - 72" Round ABS Tables
- 20 - 72"x30" Rectangle ABS Tables
- 1 - Crown Chair Cart
- 3 - Rectangular Table Carts
- 2 - Round Table Carts

The competitive bid process has been completed with a bid opening on Feb. 9, 2023. The bid packets were posted on the City Web Page, circulated by the normal e-mail blast as well as posted in the Detroit Legal News Newspaper. The bid opening was attended by me, Sue Campbell, Maureen Brodie as well as a representative of McNally Office Services. Please find attached the bid specifications and bid the results from the vendors.

We would like to recommend that the City Commission accept the total low bid submitted by Mity-Lite Inc of Orem, Utah in the amount of \$22,818.76. The City will be reimbursed by Wayne County in the amount of \$22,547.00. The balance of the purchase \$271.76 will be charged to the Recreation Operation Fund (208).

Please feel free to contact me with any questions at any time.

Bid Opening: PURCHASE OF MITY-LITE TABLES, CHAIRS, CARTS
 Plymouth Cultural Center
 Thursday, February 9, 2023, 10:30 a.m.

Attendees: Sue Campbell
 Steve Anderson
 Maureen Brodie

UNOFFICIAL BID RESULTS

		Bid Per Unit										Shipping Costs for all Tables & Chairs to be delivered to:		Total of Equipment Total with shipping
Bidder		Mity-Lite Elite Crown Chair Hybrid Item # ELCR06010001670W50 Qty 50	Mity-Lite ABS Round Table 72" Item # CT72BGB0F000F000 Qty 10	Mity-Lite ABS Rectangle Table 30" x 72" Item # RT3072BGB0F000F000 Qty 20	Mity-Lite Chair Cart Item # CRT4WCHHTBLK2 Qty 1	Mity-Lite Rectangle Table Cart (48"-96" Length) Item # CRTRTUBLK2 Qty 3	Mity-Lite Circular Table Cart (42"-72" Diam.) Item # CRTCT42-72BLK56 Qty 2						525 Farmer Plymouth, MI 48170 9am-2:30pm	
MityLite Inc.	per unit	\$7,050.00	\$4,790.00	\$5,180.00	\$398.00	\$2,037.00	\$1,198.00						\$20,653.00	
McNally Office Service Inc.	per unit	\$141.00	\$479.00	\$259.00	\$398.00	\$679.00	\$599.00					\$2,165.76	\$22,818.76	
	per unit	\$9,312.50	\$5,482.50	\$6,265.00	\$472.00	\$2,349.75	\$1,382.50						\$25,264.25	
	per unit	\$186.25	\$548.25	\$313.25	\$472.00	\$783.25	\$691.25				Included		\$25,264.25	
Douglas Equipment	per unit	\$2,589.00	\$2,313.70	\$1,928.60	\$154.42	\$846.75	\$1,495.50				n/a		\$9,327.97	
OFF SPEC	per unit	\$51.78	\$231.37	\$96.43	\$154.42	\$282.25	\$747.75						Off Spec	
ISCG	per unit	\$10,381.00	\$5,929.90	\$6,999.80	\$502.99	\$2,456.97	\$1,449.98						\$27,720.64	
American Interiors	per unit	\$207.62	\$592.99	\$349.99	\$502.99	\$818.99	\$724.99				Included		\$27,720.64	
	per unit	\$20,394.50	\$12,260.60	\$12,848.40	\$1,237.65	\$3,712.95	\$2,475.30						\$52,929.40	
	per unit	\$407.89	\$1,226.06	\$642.42	\$1,237.65	\$1,237.65	\$1,237.65				Included		\$52,929.40	
Dev-EI Corp	per unit	\$9,666.50	\$6,413.30	\$7,040.00	\$534.67	\$2,727.99	\$1,591.32						\$27,973.78	
Impact Interiors	per unit	\$193.33	\$641.33	\$352.00	\$534.67	\$909.33	\$795.66					\$2,500.00	\$30,473.78	
	per unit	\$7,989.00	\$5,293.50	\$5,826.00	\$441.30	\$2,250.00	\$1,317.40						\$23,117.20	
	per unit	\$159.78	\$529.35	\$291.30	\$441.30	\$750.00	\$658.70						\$25,914.17	
Abdelrahman Capital LLC		\$8,452.50	\$7,302.50	\$19,619.00	\$466.90	\$3,356.85	\$837.08						\$40,034.83	
	per unit	\$169.05	\$730.25	\$980.95	\$466.90	\$1,118.95	\$418.54				N/A		\$40,034.83	

Bid not received before bid opening. Rec'd 2/9/23 12:29 p.m.



NOTICE TO BIDDERS CITY OF PLYMOUTH



Notice is hereby given that the City of Plymouth, Michigan will accept sealed bids up until 10:15 a.m., Thursday, Feb. 9, 2023. The bid opening will be at 10:30 a.m., Thursday, Feb. 9, 2023 for the following:

PURCHASE OF MITY-LITE TABLES, CHAIRS AND CARTS

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

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

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

INSTRUCTION TO BIDDERS

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

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

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

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

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

BIDS SHOULD BE DELIVERED IN SEALED ENVELOPES BEARING THE INSCRIPTION "PURCHASE OF MITY-LITE TABLES, CHAIRS AND CARTS". DELIVER BIDS TO:

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

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

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

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

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

PAYMENT TERMS: To be determined by The City of Plymouth based on when the order is delivered.

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

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

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

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

THE CITY OF PLYMOUTH RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, IN WHOLE OR IN PART, AND TO WAIVE ANY IRREGULARITIES. LOW BID DOES NOT AUTOMATICALLY GUARANTEE BID AWARD. BID IS AWARDED TO "BEST BID" AS DETERMINED BY THE CITY OF PLYMOUTH.

Bid may be awarded to more than one bidder.

AFFIDAVIT OF NONCOLLUSION

STATE OF _____ COUNTY OF _____

_____ (name), being first duly sworn deposes and says

that he/she is _____ (title) of _____ (corporation)

who submits herewith to the City of Plymouth a proposal for **PURCHASE MITY-LITE TABLES, CHAIRS AND CARTS** for the City of Plymouth and certifies:

That all statements of fact in such proposal are true;

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

That such proposal is genuine and not collusive or sham;

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

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

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

Firm Name

Signature of Bidder

Date:

MITY-LITE TABLES, CHAIRS AND CARTS

Alternate Bid Tables, Chairs and Carts will **NOT** be accepted.

Chairs

Mity-Lite Elite Crown Chair – Hybrid

Item No: ELCR06010001670W50

Qty: 50

Description:

- * Finish: Black
- * Back: Fixed
- * Seam Style: Waterfall
- * Ganging: Retractable
- * Tubing Profile: Smooth
- * Chair Upholstery: Sherpa – Gargoyle

Tables

Mity-Lite ABS Round Table 72"

Item No: CT72BGB0F000F000

Qty: 10

Description:

- * Top: Beige
- * Bottom: Brown
- * Trim: ABS Brown
- * Leg: Wishbone
- * Leg Base Color: Brown

Mity-Lite ABS Rectangle Table 30" x 72"

Item No: RT3072BGB0F000F0000

Qty: 20

Description:

- * Top: Beige
- * Bottom: Brown
- * Trim: ABS Brown
- * Leg: Wishbone
- * Leg Base Color: Brown
- * Height: 29" Tall

Carts

Mity-Lite Chair Cart

Item No: CRT4WCHHTBLK2

Qty: 1

Description:

- * Color: Black Sand
- * Capacity: Holds 10 Elite Model Chairs

Mity-Lite Rectangle Table Cart (48"- 96" Length)

Item No: CRTRTUBLK2

Qty: 3

Description:

- * Color: Black Sand
- * Capacity: Holds 7 - 30"x72" Tables

Mity-Lite Circular Table Cart (42"- 72" Diameter)

Item No: CRTCT42-72BLK56

Qty: 2

Description:

- * Color: Black Frame
- * Capacity: Holds 6 - 72" Round Tables

City of Plymouth Proposal Form Table, Chair and Carts Bid – Feb. 9, 2023

- Please provide pricing for equipment in table below
- Completed Non-Collusion Affidavit
- Submit three (3) copies of the proposal form

Bidder Company Name:	
Address:	
Phone Number:	
Fax:	
Email Address:	
Contact Person:	

Bid Pricing	
List per unit bid for all items listed.	
Mity-Lite Elite Crown Chair – Hybrid Item No: ELCR06010001670W50	\$
Mity-Lite ABS Round Table 72" Item No: CT72BGB0F000F000	\$
Mity-Lite ABS Rectangle Table 30" x 72" Item No: RT3072BGB0F000F0000	\$
Mity-Lite Chair Cart Item No: CRT4WCHHTBLK2	\$
Mity-Lite Rectangle Table Cart (48"- 96" Length) Item No: CRTRTUBLK2	\$
Mity-Lite Circular Table Cart (42"- 72" Diam.) Item No: CRTCT42-72BLK56	\$

I affirm that I have the authority to submit this bid to the City of Plymouth for the items specified on the attached sheet. I propose to supply the materials and labor to the City as outlined in this proposal in a timely manner.

Signature of Authorized Agent:	
Printed Name of Authorized Agent:	
Date:	

RESOLUTION

The following Resolution was offered by _____ and seconded by _____

WHEREAS The City of Plymouth operates a Recreation Facility in order to help provide for the Public health, safety and welfare, and

WHEREAS That facility uses a variety of tables and chairs for a number of activities and from time To time there is a need to purchase replacement units, and

WHEREAS Many of the units to be replaced are 15 or more years old, and

WHEREAS The City Administration has taken bids for the purchase of new units.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the bid from MightyLite, Inc. in the amount of \$28,818.76 and rejects all other bids. Funding for the majority of this purchase will be from grant funding, with additional funding coming from the Recreation Fund.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: *S:\Manager\Sincock Files\Memorandum - Amended Brownfield Redevelopment Agreement - Starkweather School 02-21-23.docx*
Date: February 15, 2023
RE: Brownfield Reimbursement Agreement – Starkweather School Redevelopment

Background

The City Commission is aware that the developer of the Starkweather school project has been slow to get the project to completion. However, the school portion of the project is completed and that is where the Brownfield area was located. The Developer has made the appropriate upgrades to the former school facilities.

To date, the Developer has not submitted a signed copy of the approved reimbursement agreement. The City's Brownfield Attorney from Plunkett Cooney has been working with the Developer's attorney to resolve the outstanding issues and they now have an agreement. The Brownfield Redevelopment Board reviewed this matter at their January 2023 meeting.

The Brownfield Redevelopment Board has reviewed and approved the proposed amendments to the Brownfield Plan and the Reimbursement Agreement. Again, this has all been reviewed by the City's Attorney. We have attached a memorandum from Finance Director John Scanlon, which provides additional information on this subject.

Recommendation

The City Administration and the Brownfield Redevelopment Board recommends that the City Commission approve the attached reimbursement agreement. Finance Director John Scanlon indicates in his memorandum that the Developer does owe payments due to the City. Those would have to be cleared prior to any payments being issued to the Developer.



CITY OF PLYMOUTH

www.plymouthmi.gov

201 S. Main
Plymouth, Michigan 48170-1637

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

MEMORANDUM

Date: February 15, 2023
To: Paul Sincock, City Manager
From: John Scanlon, Finance Director
Subject: Reimbursement Agreement – Starkweather School Redevelopment

Issue: Reimbursement Agreement – Starkweather School Redevelopment

Analysis: In February of 2016, the Brownfield Redevelopment Authority met and approved the proposed brownfield plan and reimbursement agreement for the property located at 550 N. Holbrook, formerly known as the Starkweather School property. Subsequently, the brownfield plan and reimbursement agreement were both approved by the City Commission. To date, the developer has not submitted a signed copy of the approved reimbursement agreement.

In March of 2022, the Developer approached the City with a reimbursement request, as well as a request to amend the approved reimbursement agreement. Since that time, the City's brownfield attorney (Plunkett Cooney) has worked with the developers in order to ensure that all proper documentation was submitted in accordance with the approved reimbursement agreement. In December of 2022, we received confirmation that the reimbursement request was in good standing, however out of compliance with a provision in the reimbursement agreement that requires all reimbursement request be submitted within 90 days after completion of each approved eligible activity.

The proposed amendments to the reimbursement agreement would eliminate the 90-day provision and allow the developer to be reimbursed for brownfield eligible activities described in the brownfield plan and reimbursement agreement up to the captured amount.

The Brownfield Redevelopment Authority reviewed and approved the proposed amendments at their meeting on January 24th. Please note, the City Charter requires that any business and, or persons doing business with the City be in good standing. The developer of the Starkweather School property currently has outstanding payments due with the City and would need to settle those amounts before reimbursement payments can be made if the proposed amendments is approved.

Requested Action: Review and approve the proposed reimbursement agreement amendments for the Starkweather School Redevelopment Project.

THE CITY OF HOMES

twitter.com/PlymouthMIgov

facebook.com/CityofPlymouthMI

REIMBURSEMENT AGREEMENT

This Brownfield Reimbursement Agreement ("Agreement") is made as of _____, 2022, among the City of Plymouth Brownfield Redevelopment Authority (the "Authority"), a public body corporate with offices at 101 South Main Street, Plymouth, MI 48170; and Curtis-Plymouth LLC, the principal address of which is 990 Pierce Street, Birmingham, MI, 48009 (the "**Developer**").

RECITALS

A. The Authority was created by the City of Plymouth ("City") pursuant to the Brownfield Redevelopment Financing Act, 1996 P.A. 381, as amended (the "Act"), and, pursuant to the Act, the Authority has prepared a Brownfield Plan to include the Property (as defined below) which was duly approved by the City Council on March 7, 2016 following a public hearing on March 7, 2016, a copy of which is attached as **Exhibit A** (the "**Brownfield Plan**").

B. The Developer owns the Starkweather School Site in the City of Plymouth which is described on the attached Exhibit B (the "**Property**") and which, due to the presence on the Property of certain hazardous substances as described in the Brownfield Plan is a "facility" and "eligible property" and is therefore commonly referred to as a "brownfield."

C. Provided it obtains any needed zoning and building approvals from the City and others, the Developer plans to develop the property (the "**Improvements**") into a multi-family apartment and single family residential development. This will increase the tax base for taxing jurisdictions, create new housing options, recreational activities, uplift property values, and enhance nearby neighborhoods.

D. In order to make the Improvements on the Property, the Developer will incur costs to complete the Eligible Activities as more fully described in the Brownfield Plan ("**Eligible Costs**").

E. In accordance with Act 381 and the Brownfield Plan, the parties desire to use the property tax revenues that are generated from an increase in the tax value of the Property resulting from its development ("**Tax Increment Revenues**") to reimburse the Developer for Eligible Costs it incurs in redeveloping the Property.

F. The Brownfield Plan for the Property describes the activities and their attendant costs in summary form based upon the information provided by the Developer; sets out an estimate of the captured taxable value, an estimate of the tax increment revenues, an estimate of the reimbursement payment schedule, and an estimate of the impact of tax increment financing on the revenues of the taxing jurisdictions. The eligible activities costs in the Brownfield Plan are estimated budgeted amounts. Prior to initiation of eligible activities, the Developer shall submit an Implementation Plan to the Authority; and

G. Accordingly, the purpose of this Agreement is to set out the obligations of the parties to this Agreement for reimbursement of the cost of the eligible activities as approved by the Authority and the City.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

1. Brownfield Plan. To the extent provisions of the Brownfield Plan conflict with this Agreement, the terms and conditions of the Brownfield Plan control. To the extent provisions of the Brownfield Plan or this Agreement conflict with Act 381, Act 381 controls. Changes or additions to the Brownfield Plan may be submitted in writing to the Authority and to the City for approval. If such changes or additions increase the total cost of the eligible activities to an amount greater than in the approved Brownfield Plan, an amended Brownfield Plan incorporating the cost of said changes or additions may be approved at the sole discretion of the Authority and the City.

2. Construction of Development. The Developer shall proceed with due care obligations to complete the Improvements and undertake and complete the eligible activities resulting in the Eligible Costs, all in accordance with this Agreement, the Brownfield Plan, and all applicable laws, rules, regulations, permits, orders, and directives of any official or agency of competent jurisdiction. The Developer shall undertake and achieve substantial completion of the Development as described above within a reasonable time after the Brownfield Plan is approved by the Authority and the City.

(a) The parties agree that this Agreement and the Tax Increment Revenues collected and distributed pursuant to the Brownfield Plan are intended to fund only the Eligible Costs that have been approved by the Authority.

(b) Prior to the payment of eligible activities, the Developer shall submit a detailed Implementation Plan that includes, as a minimum, applicable estimates of the following items related solely to eligible activities:

(i) Cost estimates and/or actual costs for project costs related to eligible activities; and

(ii) The Implementation Plan costs shall be provided in the same format as Attachment C to the Brownfield Plan for the Brownfield Plan costs approved by the Authority.

(c) The Developer shall comply fully with all local ordinances, state and federal laws, and all applicable local, state and federal rules and regulations. Nothing in this Agreement shall abrogate the effect of any local ordinance.

(d) This Agreement does not obligate the City to issue any permit required by law to implement the Development.

(e) Noncompliance with this Agreement or discovery of material irregularities at any time are regarded as material breaches of this Agreement. The Authority, in addition to any other remedy provided by law, may do one or more of the following:

(i) withhold future payments to the extent such reimbursed payments relate directly to the noncompliance with the Agreement;

(ii) recover reimbursement payments already disbursed to the extent such reimbursed payments relate directly to the noncompliance with the Agreement; or

(iii) terminate this Agreement.

3. Capture of Taxes. The City shall, during the term of this Agreement, collect all Tax Increment Revenues from the Property and transmit 100% of the eligible incremental local tax revenues (with the exception of the City Voted Debt millage and District Library Voted Debt Millage, the DIA and Detroit Zoo Operating Millages) generated from real and personal property to reimburse the Developer for the costs of eligible activities. Such reimbursement shall not be more than the tax increment revenues captured during the duration of the Brownfield Plan from the taxable improvements located on the Property, including both real property and personal property. Nor shall the total amount of reimbursement be for more than the reasonable and necessary cost of the eligible activities approved by the Authority or otherwise permitted by the Act.

4. Submission of Costs. Before requesting any reimbursement, the Developer shall pay and submit an affidavit of payment for the reasonable and necessary costs of the eligible activities that have been approved by the Authority. For those Eligible Costs for which the Developer seeks reimbursement from

the Authority, the Developer shall submit to the Authority such of the following as may be required by Authority representatives:

- (a) a written statement detailing the costs,
- (b) a written explanation as to why reimbursement is appropriate under the Plan and this Agreement,
- (c) copies of invoices from the consultants, contractors, engineers, attorneys or others who provided such services,
- (d) copies of Full Unconditional Lien Waiver(s) from the vendor(s) documenting that the invoice was actually paid;
- (e) if, not already submitted, copies of the contract with the contractor or supplier providing the services or supplies for which reimbursement is sought;
- (f) a statement from the engineer and project manager overseeing the work recommending payment; and
- (g) any other documentation reasonably requested by the Authority, in a format and on such forms approved by the Authority, with the Developer's request for reimbursement to assist the Authority in determining whether the work was performed as approved..

The Authority in its sole discretion may accept copies of cancelled checks and a Full Unconditional Lien Waiver in satisfaction of Paragraphs (c) through (e) above if the Developer submits a written explanation as to why an invoice and/or contract is not available along with copies of cancelled checks and a Full Unconditional Lien Waiver. All documentation related to the request for reimbursement shall be submitted after the completion of each approved eligible activity. Prior to reimbursement payments being initiated, the Developer shall submit to the Authority a report of the results of the eligible activities performed. Such results shall include, without limitation, any abatement reports, demolition and disposal documentation, supplemental environmental investigation reports, and response activity reports. In addition, the Developer shall submit construction lien waivers from the contractors and subcontractors for the approved eligible activities prior to any payments being initiated. The Developer may submit a reimbursement request including such information whenever it is available even though Tax Incremental Revenues for the reimbursement may not be available for many years thereafter. The Developer and Authority agree that no reimbursement requests will be accepted by the Authority after December 31, 2026.

5. Payments. Payments to the Developer shall be made as follows:

- (a) Within 60 days of its receipt of the materials identified in paragraph 4 above, the Authority shall decide whether the payment request is for Eligible Costs and whether such costs are accurate. The Authority will determine the amount to be reimbursed, based upon the reasonable and necessary costs of the eligible activities approved by the Authority and the State or otherwise permitted by the Act in light of the actual costs presented in the Developer's submitted documentation. Such amount shall not exceed the amounts set forth in Section 5(d), subject to such amendments as may have been approved by the Authority, nor shall such costs be reduced by the Authority without good cause shown, such approvals not to be withheld unreasonably. If the Authority determines all or a portion of the requested payment is for Eligible Costs and is accurate, it shall see that the portion of the payment request that is for Eligible Costs and is accurate is processed as provided in subparagraph (b) below. If the Authority disputes the accuracy of any portion of any payment request or that any portion of any payment is for Eligible Costs, it shall notify the Developer in writing of its determination and the reasons for its determination. The Developer shall have 28 days to address the reasons given by the Authority and shall have an opportunity to meet with the Authority's representatives or, if the Authority

Board consents, to meet with the Authority's Board to discuss and resolve any remaining dispute. In doing so, the Developer shall provide the Authority a written response to the Authority's decision and the reasons given by the Authority. If the parties do not resolve the dispute in such a manner, it shall be resolved as provided in paragraph 6 below.

(b) Once it approves any request for payment as Eligible Costs and approves the accuracy of such costs, the Authority shall pay to the Developer the amounts for which submissions have been made pursuant to paragraph 4 of this Agreement as the Authority receives Tax Increment Revenues as directed by the Brownfield Plan, until all of the amounts for which submissions have been made have been fully paid to the Developer, or the repayment obligation expires, whichever occurs first.

(c) The repayment obligation under this Agreement shall expire upon the payment by the Authority to the Developer of all amounts due to the Developer under this Agreement or on December 31, 2026, whichever occurs first.

(d) The amount to be reimbursed under this Agreement shall:

(1) The BRA will use captured taxes as referred to in (3) to reimburse the Developer for Eligible Costs total amount not to exceed \$ 1,045,000,

(2) The amount of Eligible Costs to be reimbursed with the capture of taxes levied for school operating purposes ("School Taxes") is estimated to be \$0.

(3) The amount of Eligible Costs to be reimbursed with the capture of taxes not levied for school operating purposes ("Local Taxes") is estimated to be \$ 1,045,000.

(4) Upon payment to Developer of total reimbursements as outlined above being met, or expiration of the Plan, reimbursements to Developer shall cease.

(e) The sole source for any reimbursement shall be such Tax Increment Revenues. To the extent permitted by law, such reimbursements, once approved by the Authority under subparagraph (b) above shall be and remain valid and binding obligations of the Authority until paid or until expiration of the time for payment as provided in subparagraphs (c) and (d) above. However, the Developer shall bear any risk of a change in law prohibiting reimbursement at the time Tax Increment Revenues are available for reimbursement to the Developer for costs that were Eligible Costs at the time the Authority approved them. In no event shall the Developer be reimbursed for any approved eligible costs that have been or will be reimbursed or credited against other obligations by any other governmental entity.

(f) If any of the Property is substantially destroyed by fire or natural events or causes as determined by the Building and Engineering Department Director of the City, this Agreement shall terminate unless reconstruction occurs at an equal or greater taxable value within twelve (12) months of the date of the loss. No payments shall be made during the period of reconstruction. Payments shall resume when the reconstruction is substantially complete as determined by the Building and Engineering Department Director of the City.

(g) In addition to any other remedies provided in this Agreement, if any payment made by the Authority is determined to be improper or outside of the scope of its obligations under this Agreement, or in the event of the Developer's breach or default of this Agreement, the Developer shall, at the request of the Authority, repay or return any monies paid by the Authority that are directly related to said breach, default or improper payment.

6. Dispute As To Eligible Costs. If there is a dispute over whether a cost submitted by the Developer is an "Eligible Cost," the dispute shall be resolved by an independent qualified professional chosen by mutual agreement of the parties. If the parties are unable to agree upon a professional, then each party (the City, the Authority, and the Developer) shall appoint an

independent qualified professional to review the Authority's decision, provided that each party chooses a professional that has not been directly employed by or provided services to that party for a period of two (2) years before the date of proposed appointment. If and to the extent that two of the three qualified professionals so selected agree that costs submitted are eligible pursuant to the Brownfield Plan and was previously approved by the Authority, this shall constitute an award, and the Developer shall be reimbursed those costs in accordance with this Agreement. In addition, any such award may be used as the basis for the Wayne County Circuit Court rendering judgment that such award constitutes a final decision under statutory arbitration.

7. Assignment of Future Reimbursement Revenue. The Developer may assign its reimbursement rights under this Agreement via a written instrument, a copy of which must be provided to the Authority no later than thirty (30) days prior to such assignment. However, any such right to reimbursement shall always remain contingent upon material compliance with all aspects of this Agreement on the part of the Developer and any of its assigns, successors, transferees, and heirs. This Agreement shall run with the land constituting the Property and shall be binding upon and inure to the benefit of the Developer and the Authority as well as their respective assigns, successors, transferees, and heirs.

8. Adjustments. If, due to an appeal of any tax assessment or reassessment or any other reason, the Authority is required to reimburse any Tax Increment Revenues, the Authority may deduct the amount of any such reimbursement from any amounts due and owing the Developer or, if all amounts due the Developer under this Agreement have been fully paid, the Authority may invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within 30 days of the Developer's receipt of the invoice from the Authority. Nothing in this agreement shall limit the right of the Developer to appeal any tax assessment.

9. Obligation to Fund Eligible Activities. The Developer shall pay for the Eligible Costs with its own funds and receive reimbursement from the Authority by available Tax Increment Revenues. It is anticipated that there will be sufficient available Tax Increment Revenues to pay for all Eligible Costs under this Agreement. However, if for any reason increased Tax Increment Revenues from the Development do not result in sufficient revenues to satisfy such obligations, the Developer agrees and understands that it will have no claim or further recourse of any kind or nature against the City or the Authority and the Developer shall assume full responsibility for any such loss or costs.

10. Access for Inspection. Employees and agents of the Authority and the City are authorized to enter upon the Property following a minimum of one (1) business day notice to the Developer for the purpose of inspecting the work related to the authorized eligible activities and making determinations that such work is being performed in accordance with the Brownfield Plan in a workmanlike manner.

11. Indemnification. The Developer shall defend, indemnify, and hold the City and the Authority, and their agents, representatives, and employees (hereinafter "Indemnified Persons") harmless from any loss, expense (including reasonable legal counsel fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising from or on account of the acts or omissions of the Developer, its officers, employees, agents or any persons acting on its behalf or under its control, in implementing the eligible activities described in the approved work plans or arising in any way from this Agreement, including but not limited to, claims for damages, reimbursement or set-off arising from, or on account of, any contract, agreement or arrangement between the Developer and any person for the performance of eligible activities or the terms of this Agreement, including claims on account of construction delays.

12. Insurance. During construction, the Developer and any contractor or subcontractor shall provide and maintain comprehensive general liability insurance with limits of one million dollars (\$1,000,000) combined single limit, for claims which may arise from the Developer's operations under this Agreement, naming the Authority and the City as additionally named insureds. Proof of such insurance

shall be provided to the Authority in care of the Authority's Administrator prior to initiating any redevelopment activities.

13. Termination. This Agreement shall terminate on the earlier to occur of: (a) the date on which the Authority is no longer authorized to capture tax increment revenues; (b) on the date the Brownfield Plan expires; (c) the date when the amount due under the Agreement has been paid; or (d) upon default of this Agreement by the Developer, including, without limitation, if the Development is not completed within sixty (60) months from the effective date of this Agreement; or (e) upon such other conditions as set forth in this Agreement.

14. Payment of Taxes. Developer or any of its successors or assignees of the Development shall pay all real and personal property taxes levied on any portion of the Development on or before the date the same are payable, before any additional interest penalty for late payment is applied.-

15. Miscellaneous.

(a) This is the entire agreement between the parties as to its subject. All previous negotiations, statements and preliminary instruments of the parties or their representatives are merged in this Agreement. It shall not be amended or modified except in writing signed by all the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision. Any revision of this Agreement shall not be effective until the provision of a thirty (30) day notice by the City and the Authority to the other parties hereto so that this Agreement remains in full compliance with any applicable Federal, State or Local law or regulation.

(b) This Agreement and the rights and obligations under this Agreement except as previously noted, are up-assignable and non-transferable without the consent of the other parties. It shall, however, be binding upon any successors or permitted assigns of the parties.

(c) This Agreement shall become effective when approved and executed by the Authority and the Developer.

(d) All parties had input into the drafting of this Agreement and all had the advice of legal counsel before entering into this Agreement. In the event any ambiguity of any language in this Agreement arises, such ambiguity shall not be construed against any party,

(e) Except as otherwise provided in this Agreement, all representations, warranties, covenants and agreements of the parties contained or made pursuant to this Agreement shall survive the execution of this Agreement.

(f) Notices shall be complete when delivered by personal delivery, by courier or delivery service (such as UPS, FedEx or other service) or by certified mail, return receipt requested to the addresses first written above. If any party refuses to accept delivery when presented, delivery shall be deemed to have occurred at the time of such refusal. Any such notice and communication shall be addressed as follows:

If to Authority: City of Plymouth Brownfield Redevelopment Authority
201 S. Main Street
Plymouth, MI 48170
Attn: John Scanlon, City Finance Director
(734) 453-1234

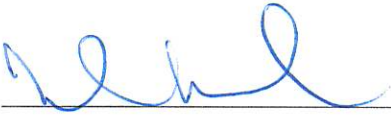
If to Developer: Curtis-Plymouth, LLC
990 Pierce Street
Birmingham, MI 48009
Attn: Mark Menuck
(248) 730-0300

(g) This Agreement shall be governed by the laws of the state of Michigan. To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from or to enforce any provision of this Agreement shall be solely in the state courts in Wayne County, Michigan.

By signing below, all parties represent and warrant their authority to enter into this agreement on behalf of their respective organizations. The parties have signed this Agreement as of the date first written above.

CURTIS-PLYMOUTH LLC

CITY OF PLYMOUTH BROWNFIELD
REDEVELOPMENT AUTHORITY

By:  _____ By: _____

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R E S O L U T I O N

The following Resolution was offered by _____ and seconded by _____

WHEREAS The City Commission of the City of Plymouth did
Originally adopt the Brownfield Plan and agreement for
The Starkweather School Property at 550 N. Holbrook, in
February of 2016, and

WHEREAS the originally adopted Brownfield Reimbursement
Agreement now requires an amendment to accommodate the
Developer, and

WHEREAS The Brownfield Redevelopment Authority of the City of
Plymouth reviewed and approved the amended agreement
At their meeting on January 20, 2023.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the
City of Plymouth does hereby approve the amended Brownfield
Reimbursement Agreement for the Starkweather School Property as
attached.

BE IT FURTHER RESOLVED THAT the City Commission hereby directs
the City Administration to withhold any payments to the Developer until
all payments due to the City are paid in full in order to comply with the
City Charter requirements.

BE IT STILL FURTHER RESOLVED THAT the City Clerk is hereby directed
to make a copy of the Amended Brownfield Agreement for the
Starkweather School Property as a part of the official meeting minutes.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: *S:\Manager\Sincock Files\Memorandum - Strategic Plan 2023 One Year Tasks Adoption - 02-21-23.docx*
Date: February 15, 2023
RE: Adoption of 2023 One-Year Tasks for Strategic Plan

Background

A significant amount of work has been done related to the Strategic Plan and the development of the 2023 one-year tasks. The City Commission met in a public study session on Saturday, February 11th at the Plymouth Cultural Center. The City Administration took the task lists that were created at that meeting and assembled them into a single document. We also forwarded that document to the Commission on Wednesday, February 15, 2023 asking for any changes or updates.

Adoption of the one-year tasks will give specific direction to the City Administration to work towards the accomplishment of the various tasks. In addition, this will also give direction to the other Boards and Commissions as to the expectations of the City Commission.

Recommendation

The City Administration recommends that the City Commission adopt the 2023 One-Year Tasks for the City's Strategic Plan. We have attached a proposed Resolution for the City Commission to consider regarding this matter. Should you have any questions in advance of the meeting please feel free to contact either Chris Porman or myself.

CITY OF PLYMOUTH STRATEGIC PLAN 2022-2026

With 2023 One-Year Tasks Status

Goal Area One – Sustainable Infrastructure

Key Objectives

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

One Year Tasks from 2-11-23

Seek government funding for prioritized projects.

Prioritize capital and fleet list and funding opportunities.

Explore and identify community legacy funding opportunities.

Participate in MML Green Communities challenge.

Promote private organic food waste composting program.

Finalize fire contract with City of Northville

Finalize decision on pilot program for parklets.

Finalize decision on implementation of paid parking plan.

Continue road infrastructure improvement projects.

Continue and implement Penniman wall task.

Finalize decision on Saxton's Parking Lot Development

Formalize policy on City's unassigned General Fund balance for future bond rating.

Determine Direction for Old Village T.I.F. District

Determine funding source for city share of 35th District Court budget deficit.

Goal Area Two – Staff Development, Training, and Succession

Key Objectives

- Create policies and programs that support staff recruitment/retention, including a coordinated recruitment program, flexible scheduling, and an internship program.
- Increase staff levels to appropriately support city services and departments
- Provide staff/board/volunteer trainings and programming with a focus on improving understanding on issues of diversity, equity, and inclusion and emphasizing working with and serving diverse communities

One Year Tasks from 2-11-23

Continue staff development and succession planning.

Benchmark training and retention against other communities

Maintain Staffing levels.

Continue retention bonus program.

Review fire department staffing models.

Be responsive to Clerk's election needs.

Update five-year staffing projection.

Goal Area Three – Community Connectivity

Key Objectives

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

One Year Tasks from 2-11-23

Continue to RRC 2.0

Obtain & review form-based code test case.

Continue Coffee with the Commissioners

Develop and implement Police Community Outreach programs.

Provide for the development of additional employee – city service videos.

Continue/expand use of social media platforms.

Develop and implement updated SMS messaging and email blast systems.

Provide for a Citizen Academy twice per year.

Provide for staff to participate in multi-governmental programs through various associations and professional organizations (*i.e., MML, MACP, APWA, MParks, NRPA, MME, SEMCOG, MCA, MTA, etc.*).

Goal Area Four – Attractive, Livable Community

Key Objectives

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

One Year Tasks from 2-11-23

Determine direction for Recreation Master Plan 2024 – 28

Review Park sponsorship program

Identify green space for Recreation Department

Explore approach to connecting multi-modal to Hines Dr.

Continue noise ordinance review.

Update ordinance to support residential generator locations – Address issue for ZBA.

Develop and implement a program for right of way obstruction including sidewalks.

Prioritize Kellogg Park and DDA Master Plan improvements.

Review and Update Master Plan as needed.

Citizen surveys for Recreation and Master Plans

Explore dog park.

Provide for Committee of the Whole on Recreation and Planning Master Plans

RESOLUTION

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

WHEREAS The City Commission of the City of Plymouth did hold a study session to
Develop one-year tasks for the Strategic Plan, and

WHEREAS This session was facilitated by Dr. Lew Bender and the group developed
The 2023 One Year Tasks, and

WHEREAS After review a finalized draft of the plan and tasks was developed and
Provided to the City Commission for additional comments.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth
does hereby endorse and Adopt the 2023 One-Year Tasks for the City's Strategic Plan.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby directed to include a complete
copy of the adopted 2023 One-Year Tasks as a part of the Meeting Minutes for this
meeting.