

# Plymouth City Commission

## Regular Meeting Agenda

Monday, March 20, 2023 7:00 p.m.  
Plymouth City Hall & Online Zoom Webinar

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

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

Join Zoom Webinar: <https://us02web.zoom.us/j/89544054574>

Passcode: 728747

Webinar ID: 895 4405 4574

### 1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call
- c. Proclamation – National Arab American Heritage Month

### 2. APPROVAL OF MINUTES

- a. March 6, 2023 City Commission Regular Meeting Minutes

### 3. APPROVAL OF THE AGENDA

### 4. CSX RAILROAD PRESENTATION – RAIL SAFETY

### 5. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of February 2023 Bills
- b. Special Event Youth Soccer and T-Ball Practices, Mon – Fri, 4/3/2023-10/30/2023
- c. Special Event: Turkish American Assn of MI – Fundraiser for Victims of Earthquake in Turkey, Sunday 4/30/2023

### 6. CITIZEN COMMENTS

### 7. PUBLIC HEARING

- a. Annual Recommendations for Renewal, Revocation and Non-Renewal of Liquor Licenses
- b. Thai Basil Liquor License

### 8. COMMISSION COMMENTS

### 9. OLD BUSINESS

### 10. NEW BUSINESS

- a. Fire Department Contract Renewal
- b. Annual Marijuana Review to Allow Retail Sales in City
- c. Cultural Center HUD Grant – ADA Compliance Project
- d. Confirmation of Vehicle Purchase for DMS
- e. Authorization for Vehicle Purchases
- f. Authorization to Purchase Traffic Arrow Board Trailer
- g. Authorization to Hire – Recreation Department

### 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, 35<sup>th</sup> 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

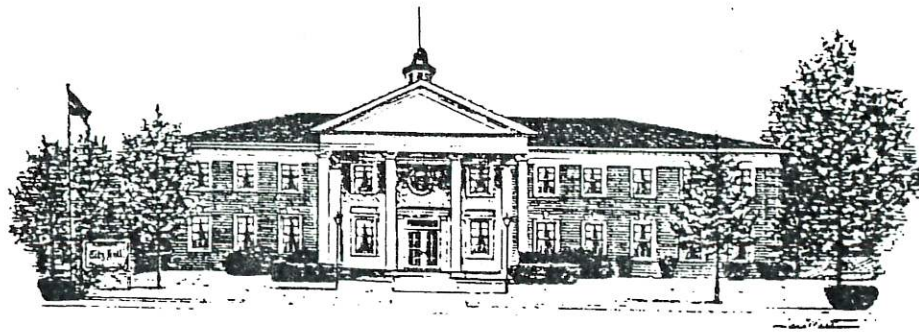
#### OBJECTIVES

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**, for over a century, Arab Americans have been making valuable contributions to virtually every aspect of American society: in medicine, law, business, education, technology, government, military service, culture; and

**WHEREAS**, since migrating to America, men and women of Arab descent have shared their rich culture and traditions with neighbors and friends, while also setting fine examples of model citizens and public servants; and

**WHEREAS**, they brought with them to America their resilient family values, strong work ethic, dedication to education, and diversity in faith and creed that have added strength to our great democracy; and

**WHEREAS**, Arab Americans have also enriched our society by sharing in the entrepreneurial American spirit that makes our nation free and prosperous; and

**WHEREAS**, they join all Americans in the desire to see a peaceful and diverse society, where every individual is treated equally and feels safe; and

**WHEREAS**, the incredible contributions and heritage of Arab Americans have helped us build a better nation.

**NOW, THEREFORE**, we celebrate the contributions Arab Americans have made to society and hereby declare April 2023 to be National Arab American Heritage Month in the City of Plymouth.



*In witness whereof, I have hereunto set my hand  
and caused the Seal of the City of Plymouth  
to be affixed hereto on this 3rd day of April 2023*

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*Nick Moroz, Mayor  
City of Plymouth, Michigan*



City of Plymouth  
 City Commission Regular Meeting Minutes  
 Monday, March 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 Kehoe, to approve the minutes of the February 21, 2023 City Commission meeting.

There was a voice vote.

MOTION PASSED

**3. APPROVAL OF THE AGENDA**

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

There was a voice vote.

MOTION PASSED

**4. ENACTMENT OF THE CONSENT AGENDA**

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

- a. Special Event: Knights of Columbus Annual Tootsie Roll Drive- Friday March 31, 2023 & Saturday April 1, 2023
- b. Special Event: Plymouth Chamber Spring Fever in the Park- March 31, 2023 to May 8, 2023
- c. Special Event: Easter Egg Hunt in Kellogg Park- April 1, 2023
- d. Special Event: Plymouth Farmers Market- Saturday Mornings May 13, 2023 through October 21, 2023
- e. Special Event: Wednesday Night Workouts- Wednesday Evenings May 31, 2023 through August 30, 2023

There was a voice vote.

MOTION PASSED

**5. CITIZEN COMMENTS**

State Senator Rosemary Bayer introduced herself and provided information about recent legislative action.

Moroz thanked her for supporting the railroad crossing improvements in Plymouth.

Maguire thanked her for championing a gun bill.

Ellen Elliott, 404 Irvin complimented the Department of Municipal Services and the Fire Department for their work during the recent storms.

**6. COMMISSION COMMENTS**

Moroz noted that the fire department responded to 57 runs in under 24 hours during the recent snow storm. He commented on the tremendous response by the entire staff and congratulated Aaron Micek and Trent Kalis on their fourth anniversary in the Department of Municipal Services.

Maguire added her appreciation to the staff.

Kehoe said she appreciated the increased communication during the weather events.

Deal said she agreed, the increased communication was appreciated.

Filipczak also thanked the team and announced that a graduate of the P-CCS would be appearing on "The Voice."

**7. OLD BUSINESS**

There was no old business.

**8. NEW BUSINESS**

a. Employee Manual Updates

A motion for the following resolution was offered by Filipczak and seconded by Thomey.

RESOLUTION 2023-16

WHEREAS The City of Plymouth maintains an employee manual for its employees covering a variety of topics; and

WHEREAS The policy manual requires updates periodically as changes are made to ensure compliance with any legal statutes at the local, state, and federal levels of government; and

WHEREAS The policy manual is being updated to update current employee recruitment and retention initiatives; and

WHEREAS The City staff has researched and proposed the latest changes.

NOW THEREFORE BE IT RESOLVED that the City of Plymouth adopts the recommendations from the City administration regarding the updates to the sections of the employee manual including Credit Card Policy, Organizational Charts, Reporting Requirements/Background Checks, Vacation Leave, Retention, Lactation, Jury Duty, Health Insurance, and Certification Program.

There was a voice vote.

MOTION PASSED

b. Cultural Center Canopy Entrance Automatic Door Replacement

A motion for the following resolution was offered by Filipczak and seconded by Thomey.

RESOLUTION 2023-17

WHEREAS The City of Plymouth owns and operates the Plymouth Cultural Center recreational facility, to promote the public health and welfare; and

WHEREAS The banquet entrance automatic door is in need of replacement as the current door needs significant repairs and it is fifteen years old.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the replacement of the automatic ADA compliant door at the banquet entrance of the Plymouth Cultural Center in the amount of \$12,121.00. The door is to be a Stanley Dura-Glide 5300SS in accordance with the proposal from Stanley Access Technologies of Wixom.

There was a voice vote.

MOTION PASSED

c. Center for Public Safety Management – Fire Department Study

A motion for the following resolution was offered by Thomey and seconded by O'Donnell.

**RESOLUTION 2023-18**

WHEREAS The City of Plymouth and the City of Northville have been involved in the operations of a joint Fire Department between the two cities; and

WHEREAS The two cities are currently working on an intergovernmental agreement to continue the fire department relationship between the two cities; and

WHEREAS There is a need to complete a comprehensive analysis of Fire/EMS services in both cities; and

WHEREAS The ICMA Center for Public Safety Management has submitted a proposal to provide analysis and mentoring of the fire department, the chief, and the command staff.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize cost sharing of a comprehensive analysis of Fire/EMS service in the City of Plymouth and the City of Northville. The study will be performed by ICMA – Center for Public Safety Management, LLC.

There was a voice vote.

MOTION PASSED

**9. REPORTS AND CORRESPONDENCE**

a. Liaison Reports

Filipczak said the Historic District Commission approved the DDA's installation of artwork in the DIA Inside Out program.

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

Kehoe said the ZBA heard and tabled a variance request for a front-facing garage on a lot less than 60-feet.

Maguire said there are March is Reading Month activities available at the Plymouth District Library.

**10. ADJOURNMENT**

A motion to adjourn was offered by Kehoe and seconded by O'Donnell at 7:28 p.m.

There was a voice vote.

MOTION PASSED

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NICK MOROZ  
MAYOR

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MAUREEN A. BRODIE, CMC, MiPMC  
CITY CLERK

# ADMINISTRATIVE UPDATE

**To:** Mayor & City Commission  
**CC:** *S:\Manager\Sincock Files\Memorandum - CSX Railroad Rail Safety Presentation 03-20-23.doc*  
**From:** Paul J. Sincock -City Manager  
**Date:** 3/16/2023  
**Re:** CSX Railroad Presentation – Rail Safety

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Recently there have been a number of train derailment issues across the country, recent events near us have included an event involving the release of hazardous materials in Ohio on a Norfolk and Southern line, there was also an event in Van Buren Township that did not involve the release of any materials. That was also on a Norfolk and Southern line.

Prior to recent comments at a City Commission meeting the City Administration had made contact with CSX Railroad to ask for a brief presentation on rail safety to be made before the City Commission and/or to a community group.

We have been in discussions with Rusty Orben, Director of State Relations for CSX Transportation for Michigan and Ohio. Rusty has met with his team and they will make a brief presentation on railway safety in general and in the City of Plymouth. We have discussed with Mr. Orben that the City is the north/south - east/west switch yard for CSX railroad and we obviously have a significant number of trains traversing our community on a daily basis, and we have a concern about train safety.

Mr. Orben may be joining us via our Zoom link.

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



# 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 City of Plymouth Recreation Dept

Ph# 734-455-6620 Fax# 734-453-1132 Email recreation@plymouthmi.gov Website www.plymouthmi.gov

Address 525 Farmer City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Steve Anderson Title Rec. Director

Ph# 734-455-6620 Fax# 734-453-1132 Email sanderson@plymouthmi.gov Cell# \_\_\_\_\_

Address 525 Farmer City Plymouth State MI Zip 48170

Event Name Youth Soccer and T-Ball Practices

Event Purpose Youth Recreation

Event Date(s) April 3 - Oct. 30, Mondays - Fridays, No Sat or Sun

Event Times 5:30pm - Dusk

Event Location Kiwanis Park, Garden Club Park, Fariground Park

What Kind Of Activities? Soccer & T-Ball

What is the Highest Number of People You Expect in Attendance at Any One Time? 40

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.)  
Practice time for House Level Youth Soccer and T-Ball

RECEIVED  
 MAR 01 2023  
 City of Plymouth



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

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

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

Normal Event Schedule (e.g., third weekend in July): first week of April - end of Oct

Next year's specific dates: \_\_\_\_\_

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

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

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

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

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

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

none

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

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

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

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

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

YES  NO

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

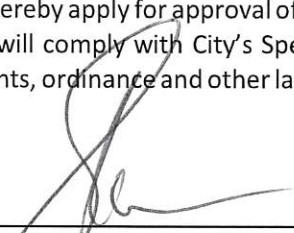
\_\_\_\_\_  
\_\_\_\_\_

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

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

3-2-23

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: City Rec Court T-Ball TOTAL ESTIMATED FEE: \_\_\_\_\_

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

<b>MUNICIPAL SERVICES:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	Initial <u>CP</u>
<u>NO SERVICES NEEDED</u>				
\$250 Bathroom Cleaning Fee Per Day of Event? <b>YES</b> <input type="radio"/> <b>NO</b> <input checked="" type="radio"/>				
Labor Costs:	\$ _____	Equipment Costs:	\$ _____	Materials Costs \$ _____
<b>POLICE:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	Initial <u>geo</u>
<u>NO SERVICES REQUIRED</u>				
Labor Costs	\$ _____	Equipment Costs	\$ <u>0</u>	Materials Costs \$ _____
<b>FIRE:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	Initial <u>MS</u>
<u>NO SERVICES NEEDED</u>				
Labor Costs	\$ <u>0</u>	Equipment Costs	\$ _____	Materials Costs \$ _____
<b>HVA:</b>	<input type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	Initial _____
<b>DDA:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	Initial <u>JBP</u>
Labor Costs	\$ _____	Equipment Costs	\$ _____	Materials Costs \$ _____
<b>RISK MANAGEMENT:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	Initial <u>UB</u>
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 TACAM-Turkish American Association of Michigan

Ph# 248-438-8580 Fax# \_\_\_\_\_ Email contact@tacam.org Website www.tacam.org

Address 28847 Beck Rd. City Wixom State MI Zip 48393

Sponsoring Organization's Agent's Name Kerim Ali Yilmaz Title Secretary

Ph# 248-438-8580 Fax# \_\_\_\_\_ Email celikorsgozde@gmail.com Cell# 248-890-8868

Address 28847 Beck Rd. City Wixom State MI Zip 48393

Event Name To be determined

Event Purpose Fundraising for the victims of earthquake in Turkey

Event Date(s) 04/30/2023

Event Times 10:00 a.m.-4 p.m.

Event Location The Gathering ( 736 Penniman Ave, Plymouth)

What Kind Of Activities? Food sales, activities for kids (face painting, coloring, art workshops), hand-made items to sell

What is the Highest Number of People You Expect in Attendance at Any One Time? Approx. 300

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.)

Fundraising Event- For the victims of earthquakes in Turkey.

Selling traditional Turkish food (baked goods, pastries, desserts etc.)

Art workshops, fun kids activities, face painting,

Hand made items to sell

**RECEIVED**

**MAR 13 2023**

**City of Plymouth**

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)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

03/13/2023

Date

Kerim Ali YILMAZ

Digitally signed by Kerim Ali  
YILMAZ  
Date: 2023.03.13 13:00:19 -04'00'

Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The TACAM (*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 Turkish Festival (*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 Kerim Ali YILMAZ  
Digitally signed by Kerim Ali YILMAZ  
Date: 2023.03.13 13:00:44 -04'00'

Date 03/13/2023

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).*

<b>MUNICIPAL SERVICES:</b>	<u>Approved</u>	Denied	(list reason for denial)	Initial	CP
1 FTE APPROX 6 HRS					
\$250 Bathroom Cleaning Fee Per Day of Event? <u>YES</u> <span style="margin-left: 100px;">NO</span>					
Labor Costs:	\$ 360	Equipment Costs:	\$ 75	Materials Costs	\$
<b>POLICE:</b>	<u>Approved</u>	Denied	(list reason for denial)	Initial	Jec
NO SERVICES NEEDED					
Labor Costs \$		Equipment Costs \$	0	Materials Costs \$	
<b>FIRE:</b>	<u>Approved</u>	Denied	(list reason for denial)	Initial	RS
NO SERVICES NEEDED					
Labor Costs \$	0	Equipment Costs \$		Materials Costs \$	
<b>HVA:</b>	Approved	Denied	(list reason for denial)	Initial	
<b>DDA:</b>	<u>Approved</u>	Denied	(list reason for denial)	Initial	SBP
Labor Costs \$	0	Equipment Costs \$		Materials Costs \$	
<b>RISK MANAGEMENT:</b>	<u>Approved</u>	Denied	(list reason for denial)	Initial	MB
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

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

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

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: S:\Manager\Sincock Files\Memorandum - Public Hearing - Annual Review of Liquor Licenses & License Cap 03-20-23.docx  
Date: March 14, 2023  
RE: PUBLIC HEARING – Liquor License Renewals & Cap on Licenses

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### Background

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

The City Administration has previously posted a Public Hearing for the Annual Review of Liquor License Renewals for the City Commission on June 7, 2021 and June 21, 2021. This is a normal part of our liquor workload during this time of year. We are required to review all our records related to each establishment. Often, we find that a few establishments owe the City either past due taxes, utility bills or other invoices and this year we are doing things a little different to ease our workload. We often find a few establishments have some past due bills due to the City. In the past we started a revocation process as a part of this meeting. That process then has us notify every liquor license holder of who owes money, which can be a little embarrassing if something fell through the cracks. We are making personal contact with those who owe money. Once that occurs, usually everyone comes in and pays. This year we letting establishments know if they don't pay by the time of our Hearing we will start a revocation process for April. As of Tuesday, March 14th we have eight establishments with past due bills to the city.

During our agenda preparations as of Tuesday, May 14th we have found the vast majority of our establishments are in compliance with our Ordinance and there no significant issues. We have one establishment who has a history of MLCC Violations, and recently had a negotiated settlement for fire code violations.

The Local Liquor License Review Committee is anticipated to recommend that the City Commission recommend to the State of Michigan Liquor Control Commission that all establishments be renewed, except Greek Islands/Ebenezer, who has no recommendation at this time.

Related to the Liquor License Cap, there are currently two licenses inside of the DDA that are "available" under the Liquor License Cap in the Ordinance. Although, we anticipate that one will be approved for Thai Bistro, pending final approval from the state. That would still leave one license under the cap inside the DDA.

There are no additional licenses available under the terms of the cap outside of the DDA. There does not seem to be any additional demand for licenses currently. In addition, there are four establishments outside of the DDA that are not currently open. Those would be:

- The Elks Club – Ann Arbor Trail and Mill
- The ROC on Ann Arbor Road and Harvey
- Trakside – 885 Starkweather
- Sidecar – 340 N. Main

The City Administration and the LLRC is anticipated to not recommend any increase in the number of licenses at this time.

**RECOMMENDATION:**

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

- Greek Islands/Ebenezer – No recommendation at this time

Except for one establishment, there really have been no significant issues during the past year and any issue that did come up was immediately reacted to by the ownership of the establishment and corrections were immediate.

In order to assist the City Commission with their renewal/non-renewal recommendations to the State of Michigan, we have prepared a proposed Resolution approving the renewals as indicated and holding recommendations the one establishment. We have also attached a proposed Resolution for the City Commission related to the cap on Liquor Licenses and calling for no increase this year.

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



# CITY OF PLYMOUTH NOTICE OF PUBLIC HEARING

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

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

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

Please take notice that a public hearing will be held

**Monday, March 20, 2023 at 7:00 p.m.**

at the regular meeting of the Plymouth City Commission at Plymouth City Hall, 201 S. Main, Plymouth, Michigan. The public hearing will consider the following:

**Stock transfer for Stella's Trackside  
Transfer of license into the City for Thai Basil  
Annual liquor license review**

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

Maureen Brodie, CMC  
City Clerk

Posted: City Hall  
Cultural Center  
Public Library

# City of Plymouth MLCC Licenses

DBA Name Alcohol By The Glass Establishments	License Type	Bus. ID	Owner/Licensee	Address	Date Opened
Aqua	C SDM	226180	VNB, LLC.	413 N Main	Grecian Café 2011
Barrio Cocina Y Tequileria	C SDM	236468	The Locale, LLC	555 Forest	2006- Grape Expectations
Bearded Lamb Brewing Company	Micro-Brewer/Small Wine Maker	272804	Bearded Lamb LLC	149 W Liberty	2009- Liberty St Brewing Co.
Bigalora	C SDM	260089	Bigalora Plymouth, LLC	777 W Ann Arbor Tr	Pre-1998
Compari's On The Park/Fiamma/Sardine Room	C SDM	130622	Palson, Inc.	350, 370, & 380 S Main	2000/Sardine-2011
Cultural Center	C	1315	City of Plymouth Parks & Rec	525 Farmer	Pre-1998
E.G. Nick's	C	98834	T. Belli & Assoc., Inc.	500 Forest	1998
Greek Islands/The Ebenezer	C	243776	G.I. Poros, Inc.	306 S Main	2018
Hermann's Olde Town Grille	C-Resort_SDM	260437	Hermann Hospitality Corporation	195 W Liberty	Pre-1998
Ironwood Grill	C SDM	216563	Ironwood of Plymouth, LLC	840 W Ann Arbor Tr	2010
Mayflower Lt. Gamble Post 6695 of VFWUS	Club	8784	Mayflower-Lt. Gamble Post No. 6695 VFWUS	1426 S Mill	Pre-1998
Mayflower Meeting House	C	369	Exclusive Catering, Inc.	499 S Main	Pre-1998
Nico & Vali	C SDM	217164	Nico & Vali, LLC	744 Wing	2010
Pakwaan Restaurant	C-DDA	261375	Pakwaan, LLC	447 Forest	1999 Tavern-2006
Park Place Gastro Pub	C SDM	132112	Piano Bar of Plymouth, Inc.	336 S Main	2000 (Formerly 336)
Penn Grill	C SDM	192104	VWS Holdings, LLC	820 Penniman	2006/2007
Pizza E.Vino	C SDM	226382	Buon Vino Winery, LLC	849 Penniman	2011
Plymouth-Ann Arbor Elks	Club	8213	Plymouth-Ann Arbor MI Lodge No. 325 Benevolent and Protective Order of Elks	110 W Ann Arbor Trail	2022
Plymouth KOC Bldg Council #3292	Club	8119	Plymouth K of C Bldg, Inc.	150 Fair	Pre-1998
Plymouth ROC Restaurant	C SDM	272107	Straight Family Hospitality Inc	1020 W Ann Arbor Rd	Pre-1998
Sean O'Callaghan's Public House	C SDM	135112	Sean O'Callaghan's Ltd.	821 Penniman/345 Fleet	2001
Sidecar	C SDM	276453	Sidecar Plymouth, LLC	340 N Main	Pre-1998 (Jack Dunleavy's)
Stella's Trackside & Stella's Black Dog Tavern	C SDM	263307	Stella's Trackside, Inc.	885 Starkweather	Pre-1998
Stella's Blackdog Tavern	C SDM	233687	TBD Advisors Inc.	860 Fralick	Pre-1998
The Honey Hole	C SDM	259259	The Honey Hole Market, Inc	584 Starkweather	2018
The Post Local Bistro	C SDM	232456	408, Inc.	844 Penniman	RBG-2010
Westborn Market	C SDM	241888	Westborn of Plymouth, LLC	860-870 Penniman	2016
Packaged Alcohol- Stores					
Bellybusters Liquor	SDM/SDD	140657	J&D Pizza, Inc.	571 S Mill	
Main Street Quick Stop	SDM/SDD	9664	Valdo, Inc.	480 N Main	
Mayflower Market	SDM/SDD	142078	J.E.N.A., Inc.	824 S Main	
Old World Olive Press	SDM	228753	Old World Olive Press-Plymouth LLC	467 Forest	
Rite Aid #3657	SDM/SDD	141512	Rite Aid of Michigan, Inc.	800 W Ann Arbor Rd	
Sunoco Gas Station	SDM/SDD	239870	F&L Petroleum, Inc.	129 W Ann Arbor Tr	
Speedway #8820 Gas Station	SDM	246381	Speedway LLC (A Delaware LLC)	1066 N Mill	3/1/2017
Starvin Marven, Inc (Marathon Gas Station)	SDM	264666	Starvin Marven, Inc	402 N Mill	7/30/2019
USA Gas & Go	SDM/SDD	271492	Plymouth Business Ventures, LLC	400 W Ann Arbor Rd	7/13/1905
Westborn Market	SDM	246614	Westborn of Plymouth, LLC	860-870 Penniman	1/26/2017
Other Alcohol					
Vokin Vodka	Small Distiller	241605	Vokin LLC	710 Junction	2016-CANX LICENSE IN 2020

Updated: 3/13/2023

Allowable Alcohol by the Glass= 18/12

DDA (16)

OUTSIDE DDA (12)

ESCROW LICENSE

OFF PREMISE LICENSE (10)

INACTIVE LICENSE

APPROVED/IN-PROCESS

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## 2023 REPORT OF ALCOHOL RELATED POLICE INCIDENTS

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**TO:** PAUL SINCOCK, CITY MANAGER  
**FROM:** A.L. COX, DIRECTOR OF PUBLIC SAFETY *A.L. Cox*  
**SUBJECT:** ALCOHOL RELATED INCIDENTS FOR PERIOD 1/1/2022-12/31/2022  
**DATE:** 3/13/2023

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

Alcohol by the Glass: 26 Active, 2 In Escrow (1 for every 338 residents)  
Packaged Liquor: 10 Active (1 for every 913 residents)

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

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

MLCC Police Officer Inspections	2019	2020	2021	2022
Total	447	424	355	357

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

- The following table displays all alcohol related Disorderly Conduct CFS for the referenced time period. Total CFS of this type are listed first, followed by those dispatched directly to the address of any licensed establishment. The last category is all other alcohol related Disorderly Conduct CFS around town. Four felonies were included in these numbers (Aggravated Assault-Gun, Aggravated Stalking, Aggravated Assault-Knife, Aggravated Assault)

Alcohol Related Disorderly Conduct CFS	2019	2020	2021	2022
Total	32	44	32	33
Local Establishments	9	19	11	12
Other Areas Around Town	23	25	21	21

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

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

Alcohol/Motor Vehicle related CFS	2019	2020	2021	2022
Total	36	32	31	31

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

Year	OWI 1st Offense MISDEMEANOR	OWI 2nd Offense MISDEMEANOR	OWI 3rd Offense FELONY	“Super Drunk” Law .17 BAC or higher MISDEMEANOR	Total OWI Arrests	OWI Crashes
2019	20 (56%)	2 (6%)	3 (8%)	11 (30%)	36	3
2020	22 (68%)	5 (16%)	0	5 (16%)	32	4
2021	18 (58%)	4 (13%)	1 (3%)	8 (26%)	31	5
2022	19 (61%)	2 (6.5%)	2 (6.5%)	8 (26%)	31	5

**Total other alcohol related incidents**

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

Other alcohol related incidents	2019	2020	2021	2022
Total	5	7	4	8

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

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

Alcohol related MDOP CFS	2019	2020	2021	2022
Total	2	2	0	2

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

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

Alcohol related COPE Referrals	2019	2020	2021	2022
Total	No Data Captured	10	3	1

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

MLCC Violation Reports	2019	2020	2021	2022
Total	1	11	5	1

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

- 9/14/2022: The licensee or the licensee’s agent, clerk or employee failed to comply with all State and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances, specifically: fire code violations, as determined by the State and local law enforcement officials who have jurisdiction, contrary to Rule 436.1003.
  - A Negotiated Settlement was reached.

Total Fines= \$300

**CONTINUE TO NEXT PAGE→**

**Total Police Notifications to MLCC regulated establishments**

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

Establishment	2019	2020	2021	2022
Aqua	0	0	0	0
Barrio Cocina Y Tequileria	0	0	0	0
Bigalora	0	1	0	0
Compari's/Fiama/Sardine Room	0	0	0	0
Cultural Center	0	0	0	0
E.G. Nicks	0	1	0	0
Greek Islands	0	4	4	1
Herman's Olde Town Grille	0	0	0	0
Ironwood	0	0	0	1
Liberty Street Brewing Co.	0	0	0	0
Mayflower Meeting House	0	0	0	0
Nico & Vali	0	0	0	0
Pakwaan Restaurant	0	0	0	0
Park Place Gastro Pub	0	0	0	0
Penn Grille	0	0	1	0
Pizza E Vino	0	0	0	0
Plymouth Knights of Columbus	0	0	0	0
Plymouth ROC	0	3	0	0
Sean O'Callaghan's	0	0	0	0
Stella's Trackside & Stella's Black Dog Tavern	0	0	0	0
Stella's Black Dog Tavern	0	1	0	0
The Honey Hole	0	0	0	0
The Post Local Bistro	3	3	1	0
VFW	0	0	0	0
Westborn Market	0	0	0	0
<b>Total</b>	<b>3</b>	<b>13</b>	<b>6</b>	<b>2</b>



# City Commission Resolution #1

## Renewal

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

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

WHEREAS On March 20, 2023, the City Administration presented the Liquor License Review Committee and the City Commission with information about the various Liquor licensed establishments in the City, and

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

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

- Aqua
- Barrio Cocina Y Tequileria
- Bearded Lamb Brewing Company
- Bigalora/Arbor Brewing – 2 operations under one license
- Compari's on the Park/Fiamma/Sardine Room – 3 operations under one license
- Plymouth Cultural Center
- E.G. Nicks
- Hermann's Olde Town Grille
- Ironwood Grill
- VFW – Mayflower Post 6695
- Mayflower Meeting House
- Nico & Vali
- Pakwaan Restaurant
- Park Place Gastro Pub
- Penn Grill
- Pizza E Vino
- Plymouth – Ann Arbor Elks
- Knights of Columbus
- Plymouth ROC
- Sean O'Callaghan's Public House
- Sidecar
- Trackside
- Stella's Black Dog Tavern
- The Honey Hole
- The Post Local Bistro
- Westborn Market

BE IT FURTHER RESOLVED THAT the City Commission does hereby makes no recommendation regarding the license at Greek Islands/Ebenezer at this time.

## City Commission Resolution #2

### Liquor License Cap

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

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

WHEREAS Annually the Local Liquor License Review Committee must make a  
Recommendation to the City Commission related to the number of  
Allowable liquor licenses per zoning district and they completed that  
Task on March 20, 2023.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby make no changes in the number of available liquor licenses (29) under the cap in the City of Plymouth, based on Zoning Classification. The City Commission confirms that the number of licenses remain the same as in the current Liquor Management Ordinance, which is a cap of 18 licenses, as defined in the Liquor Management Ordinance for the B-2 Zoning District (DDA Area), and a cap of 11 licenses in total *(for all three zoning districts)* in any of the following the B-1, ARC and B-3 Zoning Districts.



## Administrative Recommendation

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

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

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: S:\Manager\Sincock Files\Memorandum - Liquor License Transfer into City for Thai Basil - 03-20-23.docx  
Date: March 16, 2023  
RE: Liquor License Public Hearing for Thai Basil

---

### Background

The City has received an application from Tanya Yaldo on behalf of Thai Basil to transfer a Liquor License into the City of Plymouth for Thai Basil. This location is in the DDA and there are licenses available under the liquor cap. This matter was reviewed by the Local Liquor License Review Committee prior to the City Commission meeting.

We have attached the application information for your reference. They have paid the fees to the City related to the transfer.

The ownership group has indicated that the business will for the most part continue to operate as it has in the past, except now they will have liquor service. There are no outstanding issues with the ownership group and they have operated a licensed restaurant in the downtown area without any difficulties.

The proposal will be to have a restaurant that sells alcohol.

### RECOMMENDATION:

The City Administration recommends approval of the transfer as requested. The State of Michigan is already in process of transferring the license and the approval of the Local Unit of Government is NOT required. However, in order to be able to comply with our local Liquor Management Ordinance, it is necessary for the City Commission to act on the transfer.

We have prepared a proposed Resolution for the City Commission to consider regarding this matter and should you have any questions in advance of the meeting please contact Al Cox or myself.



STATE OF MICHIGAN

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
LANSING

GRETCHEN WHITMER  
GOVERNOR

ORLENE HAWKS  
DIRECTOR

Wednesday, March 01, 2023

Tanya Yaldo  
c/o T & W Investment Inc  
[tanya\\_valdo@yahoo.com](mailto:tanya_valdo@yahoo.com)

**RID #** RQ-2212-15401      **Reference/Transaction:** Conditional License; Transfer Ownership Escrowed 2022 Class C License With Sunday Sales Permit (PM) From Blanton Bros Inc.; Transfer Location From 4936 Allen Rd, Allen Park To 983 W. Ann Arbor Trail, Suite 15 & 16, Plymouth; Transfer Governmental Unit Under MCL 436.1531(1) From Allen Park City To Plymouth City.

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:** T & W Investment Inc

**Business address and phone number:** 983 W Ann Arbor Trail Ste 15 & 16, Plymouth, MI 48170

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

Tanya Yaldo; 18489 Fox Hollow Ct., Northville, MI 48168; B: 734-667-3357, C: [REDACTED]

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.**

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

ZS

cc: Blanton Bros Inc. - [njarvis08@att.net](mailto:njarvis08@att.net)  
Plymouth City - [clerk@ci.plymouth.mi.us](mailto: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](http://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 983 W. Ann Arbor Tr. Ste 15 & 16 Plymouth, MI 48170	Date of Application 3/10/2023
---	----------------------------------

Name of Property Owner Mucci Properties, LLC	Phone Number <del>313-218-8913</del>	Email Address (Required) vmucci@MaMamucciPasta.com		
Property Owner Address 7676 Ronda Dr.	City Canton	State MI	Zip Code 48187	

## II. Applicant and Contact Information

Indicate Who the Applicant Is. If Property Owner, Skip to Section III.		Business Owner	General Manager	Other
Applicant Name Tanya Valdo	Phone Number <del>248-996-7311</del>	Email Address (Required) Tanya_Valdo@yahoo.com		
Applicant Address 18489 Fox Hollow Ct.	City Northville	State MI	Zip Code 48168	

## III. Liquor License

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

Name Blanton Brog Inc	Type of License Class C (#L000134869) License			
Address 4936 Allen Road	City Allen Park	State MI	Zip Code 48101	

List all persons listed on the liquor license (partners)

Kevin Blanton

Please list the type of license that you are requesting

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

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

Name T & W Investment Inc	Type of License Class C			
Address 983 W. Ann Arbor Trail Ste 15 & 16	City Plymouth	State MI	Zip Code 48170	

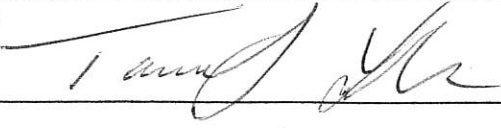
List all persons listed on the proposed liquor license (partners)

Tanya Valdo

**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 	Date 3/10/2023
---	-------------------

**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  
201 S MAIN  
PLYMOUTH, MI 48170  
Phone : 734-453-1234  
WWW.CI.PLYMOUTH.MI.US

Received From:  
Date: 03/16/2023  
Receipt: 422517  
Cashier: AEG

Time: 1:19:31 PM

ITEM REFERENCE	AMOUNT
LICEN LICENSES THAI BASIL	\$600.00
TOTAL	\$600.00
CHECK 4052	\$600.00
Total Tendered:	\$600.00
Change:	\$0.00

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

T & W Investment Inc

Thai Basil

---

**Business Name**

**Doing Business As**

983 W. Ann Arbor Trail, Ste 15 & 16, Plymouth, MI 48170

---

**Street Address**

I/we have received and reviewed copies of Plymouth City Ordinance, An Ordinance to Establish a General Policy for the management of 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 (Monday - Thursday from 11:00 a.m. - 9:30 p.m., Friday - Saturday from 11:00 a.m. - 10:00 p.m., Sunday from 12:00 p.m. - 9:00 p.m.). Last call will be 30 minutes before closing and last service 20 minutes before closing.

**II. FORMAT:**

The Establishment will be primarily operated as (a full-service restaurant, a full-service bar; full-service kitchen; full-service Sushi bar). Sunday PM liquor sales with Sunday PM permit.

We agree to 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: 70% food sales; 30% alcohol sales

**III. CODE COMPLIANCE:**

The establishment will comply with all applicable health, safety, building, sanitation, electrical, plumbing and fire codes as well as zoning requirements.

#### **IV. PLAN OF OPERATION:**

It is acknowledged that under Plymouth city Ordinance, 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.

#### **V. SECURITY:**

Security for the customer, 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.

#### **VI. PARKING:** Parking shall be provided as follows: ( approximately 140 spaces)

Parking spaces are located in a private parking lot (The Forest Place) which is shared with over 10 other businesses. The parking lot has two entrances (on W. Ann Arbor Trail and on South Harvey Street).

Street side public parking spaces are also available on W. Ann Arbor Trail (2 hours limit parking time)

Employees will park at: ( The Forest Place parking facing South Harvey Street).

**VII. 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. All of the management and serving staff will be trained and certified to sell and serve alcohol under city and state laws. 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. Be polite and courteous to the intoxicated individual(s). 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 Michigan identification. Signage will be posted at serving locations. Patrons must produce proper identification.

5.1 All patrons under 21 years of age, service will be refused.

5.2 Check "State Seal" and other markings. Check for damage or alterations to identification card.

5.3 Do not return falsified identification cards. Call management immediately.

6. If a patron shows signs of intoxication, then 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, then request to see identification of recipient or contact supervisory personnel whom will seek patron(s) out. Refuse service to minors. Inform all parties involved that policy allows for ejection off of 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.

9. Observe all patrons leaving the property. No alcoholic beverages are allowed to leave the facility or property.

10. Approach any patron appearing to be impaired and leaving the event. Determine if they are driving. If so, attempt to persuade them not to drive and request a non-impaired companion to drive. If unable, refer patron(s) to bus or taxi service.

11. Supervisory and management personnel will complete documentation of any alcoholic related incidents at end of event. Information will be disseminated accordingly.

12. We shall provide free and/or at reduced prices non-alcoholic beverages to all designated drivers.

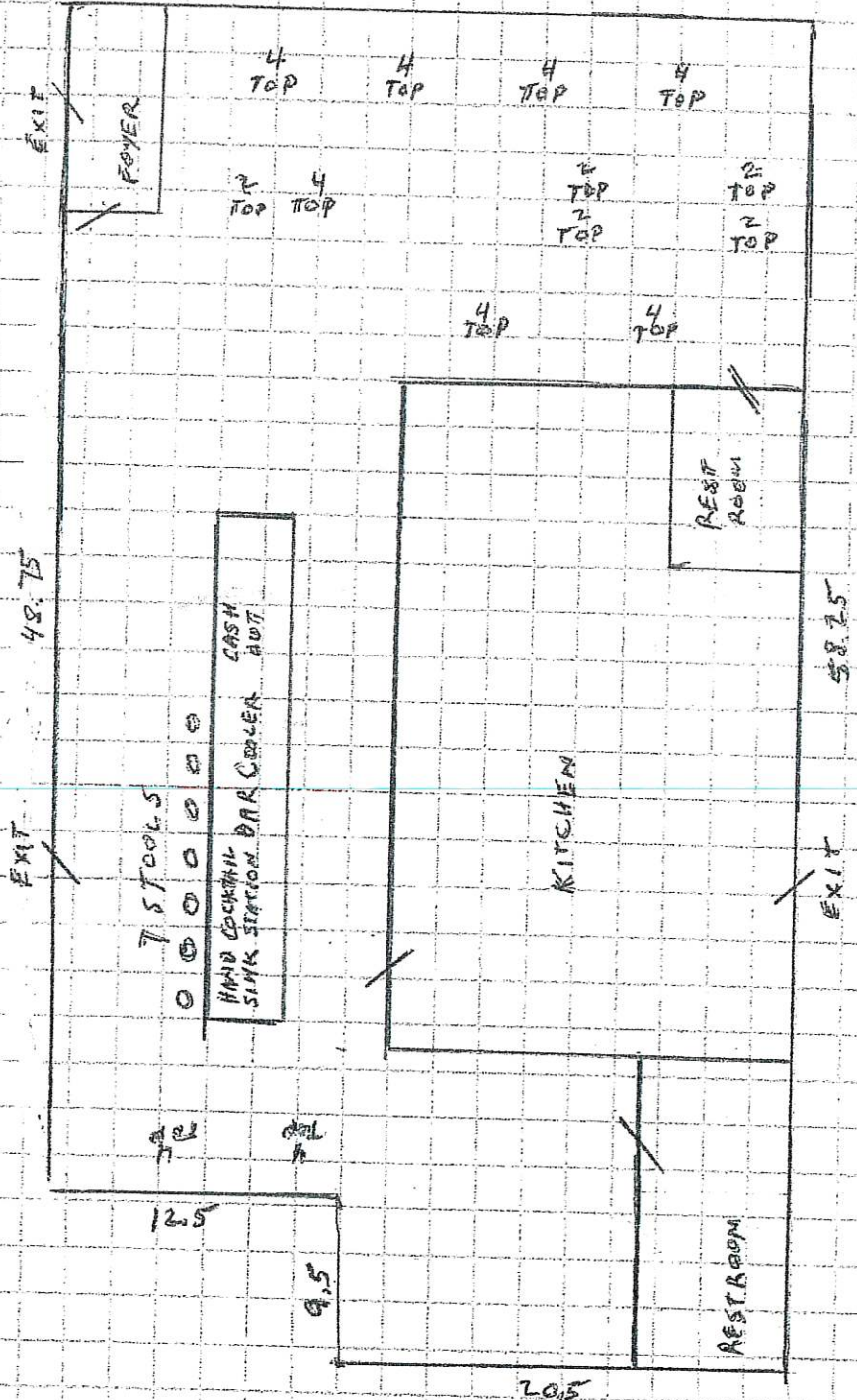


DINING AREA  
 9 4 TOPS - 36 SEATS  
 5 2 TOPS - 10 SEATS  
 TOTAL 46

7 STOOLS  
 7 BAR  
 53 SEATS

1828 SQUARE FEET

PARKING LOT FRONT



TW INVESTMENT INC  
 983 W. ANN ARBOR TRAIL  
 PLYMOUTH, MI 48170

US. ANN ARBOR TRAIL



# Certificate of Completion

This is to certify that

## Justin Salmo

has successfully completed the following  
**HOSPITALITYexam.com course and examination**

**Course Name:** Michigan Alcohol Server/Seller Training

Edward D McLean, Administrator  
www.HOSPITALITYexam.com

Date: 02/27/2023  
Expiration: 02/27/2026  
Certificate #: 144210  
Birth Date: 09/24/1992



# Certificate of Completion

This is to certify that

**Tanya Yaldo**

has successfully completed the following  
**HOSPITALITYexam.com course and examination**  
**Course Name: Michigan Alcohol Server/Seller Training**

Edward D McLean, Administrator  
www.HOSPITALITYexam.com

Date: 02/26/2023  
Expiration: 02/26/2026  
Certificate #: 144186  
Birth Date: 09/14/1993

R E S O L U T I O N

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

WHEREAS The City of Plymouth maintains a Liquor Management Ordinance and all Issues related to liquor licenses in the City are required to be reviewed by The Local Liquor License Review Committee, and

WHEREAS The Local Liquor License Review Committee has received a request to Transfer a liquor license into the City for Thai Basil, and

WHEREAS The application has been submitted to the State of Michigan Liquor Control Commission and to the City of Plymouth, and

WHEREAS The application was reviewed by the Local Liquor License Review Committee on Monday, March 20, 2023 and they have recommended approval of the transfer To the City Commission.

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 they approve the transfer of the Liquor License into the City of Plymouth for Thai Basil, T & W Investment, Inc.. in order to allow the establishment to comply with local ordinances in accordance with State Liquor Control Commission Administrative Rule R436.1003.



## Administrative Recommendation

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

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

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: S:\Manager\Sincock Files\Memorandum - Fire Services Agreement with Northville - 03-20-23.docx  
Date: March 13, 2023  
RE: Fire Department Contract Renewal

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### Background

The City Commission is aware that we have been negotiating with the City of Northville related to a renewal of the Fire Contract between our two cities. As indicated at our last City Commission meeting, the City Attorney had provided copies of a final draft of the agreement to the two City Managers. The plan was to bring this forward to both elected bodies at their March 20<sup>th</sup> meetings.

Previously, the City Commission authorized a new long term agreement with Huron Valley Ambulance to provide advanced life support emergency medical services in our community. Also, the City Council in Northville and the City Commission in Plymouth both recently approved a contract with the ICMA – Center for Public Safety Management to do a review of current policies and procedures and to provide mentoring services to the department leadership. That will be an on-going project as we enter into this new agreement.

The renewal of the fire agreement follows the current format, but it has been updated to eliminate references to initial start up costs and it has cleaned up language to help ensure the agreement is equitable to both cities. Also, we have deleted language related to all small equipment on the trucks and other materials being property of Northville. We added language to indicate that in the event of a breakup of the department the equipment in each station would be the property of that city. Since the City of Plymouth is paying a 60%+/- share of replacement costs under the terms of the agreement it is important to us that we have an ownership interest in the equipment. This covers everything from hoses, to nozzles, to turn out gear, air bottles, axes, radios and so on. The trucks are owned by each city, with the exception of the ladder truck, which is jointly owned.

The contract will be in effect through June 30, 2035.

It should be noted that Plymouth Township did send an email to indicate that they would provide fire services for \$1,500 per run, but not respond to medical emergencies. The City Commission will recall

that the Fire Department responds to assist HVA on medical emergencies. Further, in the event of a train delay, HVA provides the Fire Department with a licensed ambulance to be able to provide medical transport in the event that HVA is delayed due to weather conditions, train delays, multiple patients or other conditions.

### **Recommendation**

The City Administration recommends that the City Commission adopt the Interlocal Fire Service Agreement between the City of Northville and the City of Plymouth. This is a very unique agreement and it has served both communities well for more than a decade.

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



**INTERLOCAL FIRE SERVICE AGREEMENT  
BETWEEN  
THE CITY OF NORTHVILLE  
AND  
THE CITY OF PLYMOUTH**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between:

The City of Northville, 215 West Main Street, Northville, Michigan,  
48167, a municipal corporation, hereinafter referred to as “Northville;”  
and

The City of Plymouth, 201 South Main Street, Plymouth, Michigan 48170,  
a municipal corporation, hereinafter referred to as “Plymouth.”

WHEREAS, Public Act 7 of the Public Acts of 1967, extra session, as amended, provides Northville and Plymouth with the authority to enter into an interlocal agreement;

WHEREAS, Northville and Plymouth each desire to enter into an interlocal Fire Service Agreement;

NOW THEREFORE, Northville and Plymouth hereby agree as follows:

1. GENERAL AGREEMENT. Northville and Plymouth hereby agree that Northville will provide and Plymouth will receive fire services from Northville subject to the terms and conditions of this Agreement. Apart from mutual aid agreements, each party hereto agrees that neither party will enter into any other agreements for fire service with any other municipality, community, or entity without first obtaining consent from the other party to this Agreement.
2. DEFINITIONS. For the purposes of this Agreement, the terms in this section shall be defined as follows:
  - (a) “Northville” shall mean the City of Northville, Michigan.
  - (b) “Plymouth” shall mean the City of Plymouth, Michigan
  - (c) “Municipality” shall mean either the City of Plymouth or the City of Northville, and when plural it shall mean both the City of Northville and the City of Plymouth.
  - (d) “City of Northville Fire Department” shall mean the fire department of the City of Northville.
3. LEVEL OF FIRE SERVICE. The level of fire services to be provided by the

City of Northville Fire Department shall be as follows:

- (a) Fire suppression, fire safety inspections, and fire prevention education;
- (b) Total staffing of both fire stations shall consist of up to 60 part-time, paid on-call fire fighters, all of who shall be at all times considered employees of Northville. Staffing shall also include a full-time Fire Chief, and such other part-time or full-time staff positions as may be deemed necessary, all of who shall be at all times considered employees of Northville. The proposed addition of an y full-time staff positions will be reviewed by the Advisory Board.
- (c) Three fire stations: one located at 215 West Main Street, Northville, Michigan, 48167 (to be owned by Northville); and one located at 201 South Main Street, Plymouth, Michigan, 48170 (to be owned by Plymouth); and one located at 186 E. Spring Street, Plymouth, Michigan 48170 (to be owned by Plymouth) and
- (d) EMS response at the basic life support (BLS) level. Advanced life support (ALS) services will be requested from private providers and/or mutual aid resources.

The level of fire services rendered by the City of Northville Fire Department to each municipality shall be the same, so that the residents and businesses of each municipality, taken as a whole, receive services on the same basis as if they were located in the other municipality. Changes in the level of the fire services shall be made in accordance with Section 10 of this Agreement.

4. ADMINISTRATIVE AND FINANCIAL RESPONSIBILITY. The City of Northville Fire Department shall be administered by Northville in accordance with this Agreement, and specifically, as follows:

- (a) Budget Approval. No later than March 1<sup>st</sup> each year, Northville shall submit to Plymouth a proposed budget for the next fiscal year for the City of Northville Fire Department. Plymouth shall submit its comments to Northville no later than March 21<sup>st</sup>. Northville shall have the sole authority to adopt the annual City of Northville Fire Department budget, in a form which is consistent with provisions of this Agreement, and taking due note of Plymouth's comments.
- (b) Financial Records. Northville shall maintain a complete set of accounting records for the City of Northville Fire Department, in sufficient detail to meet the provisions of this Agreement and the interests of Northville and Plymouth. These records shall be open to inspection by Plymouth at any time during the regular Northville business hours upon three (3) days notice of a request to see them. The City of Northville Fire Department accounting records shall be subject to an annual public audit. As soon as

possible following the completion of the annual audit, Northville shall submit a final statement to Plymouth regarding the total costs for the City of Northville Fire Department for the year being audited.

- (c) Personnel Administration. All personnel in the City of Northville Fire Department shall be, at all times, Northville employees and subject to Northville's personnel regulations. Northville shall have sole discretion and authority with respect to the hiring and termination of any and all personnel of the City of Northville Fire Department. Northville agrees to take into consideration any reasonable requests by Plymouth with respect to personnel issues.
- (d) Station Staffing. Plymouth may request that Northville provide on-site staffing at the Plymouth station during designated periods of time. Such staffing will be provided by part-time, on-call paid fire fighters scheduled to cover such duties. The cost of providing such staffing will be paid solely by Plymouth, in addition to the other payments called for in this Agreement. In the event that Northville requests on-site staffing at the Northville station during designated periods of time, the cost of providing such staffing will be paid solely by Northville.
- (e) Northville Fire Department Documents. Northville's City Manager shall furnish Plymouth's City Manager with a copy of all regular financial and activity reports regarding the City of Northville Fire Department. Plymouth's City Manager shall furnish Northville's City Manager a copy of all communications to and from Plymouth officials regarding the City of Northville Fire Department. The recipient of these documents shall treat them in the same manner that they are treated by the provider. Documents which are confidential shall be marked as such, and shall be treated in accordance with the provider's instructions, provided, that such documents which are distributed to Northville's City Council shall also be distributed by Plymouth's City Manager to Plymouth's City Commission, and vice versa.
- (f) Payment for Service. Northville will take its budget estimate for the given year, determine Plymouth's percentage of that estimate, and then divide this number by twelve (12). Northville will bill Plymouth for this determined amount in twelve (12) monthly installments. A mid-year budget adjustment will be made after the adoption of the 2<sup>nd</sup> quarter budget amendments. Plymouth's monthly installment will be adjusted based on the amended budget. In addition to these monthly payments, any extra services rendered to Plymouth shall be billed in quarterly installments. Payments shall be due on or before twenty (20) days from the date of the invoice. Northville may add a service charge of one percent (1%) on the first (1<sup>st</sup>) day of each month to any past due balance. It is understood that in the event the budget estimate is different than that actual audited expenditures for a given year, then an adjustment will be made at the end of the fiscal year with either a credit or

charge issued based upon actual expenditures for that year.

- (g) Mutual Aid Association. Each party to this Agreement shall maintain its membership in the Western Wayne County Fire Department Mutual Aid Association, and shall pay all dues, assessments, and charges associated with such membership, in addition to any other payments called for in this Agreement.

5. ORDINANCES, CODES, AND ENFORCEMENT. It is the intent of the parties to this Agreement that the City of Northville Fire Department shall operate under a single set of ordinances, codes, and policies, and should have the same legal authority in both jurisdictions, to the greatest extent possible, on the basis that it is in the best interest of both parties and their respective citizens that this be done. Therefore, Northville and Plymouth agree to make every effort possible to maintain identical ordinances and regulations related to the City of Northville Fire Department to the greatest extent possible which is consistent with each jurisdiction's needs to provide for the health, safety, and welfare of its respective citizens. To this end, Northville and Plymouth agree as follows:

- (a) Plymouth agrees to take all known necessary steps to authorize the City of Northville Fire Department and its personnel to operate within Plymouth on the same basis as in Northville, as well as use and/or operate any equipment and use/occupy any premises which may be purchased and/or belong to Plymouth.
- (b) Northville agrees to provide Plymouth with a copy of Northville's ordinances and building and safety codes, which are related to the operation of the City of Northville Fire Department. Northville agrees to notify Plymouth each time it intends to modify such ordinances and codes, with a copy of the proposed amendment or change, and the legal and operational rationale for it.
- (c) Plymouth agrees to maintain all Plymouth ordinances and building and safety codes, which are related to the operation of the City of Northville Fire Department, in the same form as equivalent to Northville's ordinances and codes, unless Plymouth determines for good reason that it is in the best interests of Plymouth to maintain a variation in such ordinances and codes. In such case, Plymouth shall notify Northville, in writing, of the specific nature of such variation and reason for it. If Plymouth determines that a variation is necessary, then Northville agrees that the City of Northville Fire Department shall enforce the Plymouth version within Plymouth on the same basis that it enforces Northville's version within Northville.
- (d) Northville's City Manager and Plymouth's City Manager shall coordinate the consideration of such amendments and changes by their respective

boards, so that the adoption of such amendments and changes become effective on the same date to the greatest extent possible.

6. BASIS FOR SHARING FIRE SERVICE COSTS. It is the intent of Northville and Plymouth that the costs of the City of Northville Fire Department shall be shared on an equitable basis that represents the amount of the benefit derived by each party from those services, and which results in both parties receiving an equitable share of the benefits from improved services and reduced costs. To that end, it is agreed that the costs of the City of Northville Fire Department shall be shared as follows:
  - (a) Fire Service Costs. The percentage of Plymouth's portion of the estimated budget will be determined each year based upon the runs attributable to Plymouth in the prior year.
  - (b) Mutual Right to Request Review of Costs Determination. Each party to this Agreement reserves the right to re-exam and/or request a review of the cost sharing formula set forth in this Agreement if that party deems it to be necessary to do so.
  - (c) Purchase and Ownership of Apparatus. Except for the aerial apparatus described in section 6(f), any piece of firefighting or EMS apparatus acquired by or for the use of the City of Northville Fire Department will be paid for and titled in the name of the City in which such apparatus will initially be stationed. If the cost of the apparatus is in excess of \$70,000, the acquisition of the apparatus will be reviewed by the Advisory Board as specified in section 8(f). Any and all such apparatus must be approved by Northville, and the operation and use of the apparatus will be the responsibility of the City of Northville Fire Department, regardless of which City has purchased or holds title to the apparatus. Any piece of apparatus may be temporarily reassigned to a different station, as may be necessary to meet the operational needs of the Joint Fire Department.
  - (d) Aerial Apparatus. Notwithstanding any other provision of this Agreement, the parties agree that any aerial apparatus acquired on or after July 1, 2015, will be paid for by both Northville and Plymouth in accordance with the costs sharing provisions of this Agreement, as provided in section 6(b). Whichever City does not hold title to the aerial apparatus will be listed as a secured party on the title. In the event of the termination of this Interlocal Fire Service Agreement, regardless of which City holds title to the aerial apparatus, the aerial apparatus will remain a shared asset of both Northville and Plymouth for the life of the apparatus, with each City having the right to access, train on and to use the aerial apparatus. The cost of the aerial apparatus will continued to be shared until it is fully paid for.
7. EQUITY IN ASSETS. Plymouth shall own and have equity in all apparatus

purchased by Plymouth pursuant to this Agreement, any equipment purchased by Plymouth as part of the initial start-up costs as provided in section 6(a)(3) and 6(a)(4), and any improvements to the Plymouth stations. All other ownership and equity in any other equipment, apparatus, or other property shall solely be that of Northville.

8. ADVISORY BOARD. The parties to this Agreement agree to the following:
- (a) Each party to this Agreement shall participate in an Advisory Board. The board shall consist of one elected official from each party who shall be appointed by his or her respective city for a term of (2) years and the City Manager of each party to this Agreement. The two elected officials, and two City Managers will select a fifth member, who shall have experience as a firefighter or officer in another paid on call department, who shall serve for a terms of two (2) years. The board shall meet quarterly for the purpose of reviewing the operations of the City of Northville Fire Department and its financial affairs. The members of the board shall serve without compensation, but shall be reimbursed for actual and necessary expenses incurred in the performance of board duties. A vacancy on the board shall be filled by the original appointing governing body for the remainder of the unexpired term. Should any appointed elected member of the governing body cease to serve in such elected capacity his/her membership shall end and require appointment by the affected governing body.
  - (b) The Advisory Board shall adopt its own rules of procedure and shall keep a record of its proceedings. A majority of the members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of all members shall be necessary for the adoption of a motion or resolution. The members of the board may be removed by the appointing governing body.
  - (c) The business which the Advisory Board may perform shall be conducted at a public meeting of the board held in compliance with Michigan Open Meetings Act. Public notice of the time, date, and place of the meeting shall be given in the manner required by the Michigan Open Meetings Act.
  - (d) A writing prepared, owned, used, in possession of, or retained by the Advisory Board in the performance of any official function shall be made available to the public in accordance with the requirements of the Michigan Freedom of Information Act.
  - (e) The Advisory Board shall review Northville's annual operating budget for the City of Northville Fire Department prior to the annual budget being submitted for adoption to the Northville City Council, and make such suggestions or recommendations it deems appropriate.

- (f) The Advisory Board shall review requests for capital expenditures in excess of \$70,000.00. If the board deems such an expenditure appropriate, it shall request that said expenditure be approved by way of resolution to be passed by Northville, or in the case of apparatus to be purchased by Plymouth, to be passed by Plymouth.
- (g) The Advisory Board will review any request to create any additional full-time position(s) and make such suggestions or recommendations it deems appropriate.
- (h) If any conflict arises between the parties to this Agreement, the Advisory Board may meet, at any time, to try and resolve any such conflict. Such a meeting may be requested by either party to this Agreement at any time.
- (i) Each party to this Agreement acknowledges that the Advisory Board may provide recommendations to each party to this Agreement, but does not have to the power to issue a decision or recommend a resolution which is binding on either party to that Agreement. This power is reserved to the governing body of each party to this Agreement or as otherwise set forth herein.

9. INSURANCE AND INDEMNIFICATION. The parties to this Agreement agree to the following:

- (a) To the fullest extent permitted by law, Plymouth agrees to defend, indemnify, and hold harmless, Northville and all of its employees, officials, and agents, from and against any and all claims, injury, damage, cost, expense, lawsuit, or liability (including actual attorney's fees) arising out of, resulting from, or occurring in connection with the negligent performance of any work or any activity associated with or related to this Agreement by any employee, agent, or official of Plymouth.
- (b) To the fullest extent permitted by law, Northville agrees to defend, indemnify, and hold harmless, Plymouth and all of its employees, officials, and agents, from and against any and all claims, injury, damage, cost, expense, lawsuit, or liability (including actual attorney's fees) arising out of, resulting from, or occurring in connection with the negligent performance of any work or any activity associated with or related to this Agreement by any employee, agent, or official of Northville.
- (c) Plymouth agrees that it will procure and maintain during the life of this Agreement the insurance requirements listed below on all apparatus owned by Plymouth and the Plymouth station, and shall furnish to Northville certificate(s) of insurance as follows:

1. Workers' Compensation Insurance for City of Plymouth Employees including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$5,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Completed Operations; (C) broad Form General Liability Extensions or equivalent, if not already included.

3. Motor Vehicle Liability including Michigan No Fault Coverages, with limits of liability not less than \$5,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicle, all non-owned vehicles, and all hired vehicles.

4. Additional Insured: General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be *Additional Insured*: The City of Northville, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Northville as additional insured, coverage afforded is considered to be primary and any other insurance by the City of Northville may have in effect shall be considered secondary and/or excess.

5. Cancellation Notice: Workers' Compensation Insurance, General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state that Thirty (30 days, Ten (10) days for non-payment of premium. Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (complete with responsible parties name and address).

6. Proof of Insurance Coverage: The City of Plymouth shall provide the City of Northville at the time the contacts are returned for execution, certificates referencing all coverage as required above.

7. If any of the above coverages expire during the term of this contract, the City of Plymouth shall deliver renewal certificates and/or policies to City of Northville at least ten (10) days prior to the expiration date.

Plymouth agrees that in the event of loss to any of the items listed above for which it must maintain insurance, Plymouth must replace such items in the event of loss.

Plymouth agrees that in the event of loss to any of the items listed above for which it must maintain insurance, Plymouth must replace such items in the event of loss.



(d) Northville shall procure and maintain during the life of this Agreement the insurance requirements listed below on all other items and issues relative to and/or necessitated by this Agreement, except for those listed in section 9(c), and furnish to Plymouth certificate(s) of insurance as follows:

1. Workers' Compensation Insurance for City of Northville Employees including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$5,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Completed Operations; (C) broad Form General Liability Extensions or equivalent, if not already included.

3. Motor Vehicle Liability including Michigan No Fault Coverages, with limits of liability not less than \$5,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicle, all non-owned vehicles, and all hired vehicles.

4. Additional Insured: General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be Additional Insured: The City of Plymouth, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Plymouth as additional insured, coverage afforded is considered to be primary and any other insurance by the City of Plymouth may have in effect shall be considered secondary and/or excess.

5. Cancellation Notice: Workers' Compensation Insurance, General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state that Thirty (30) days, Ten (10) days for non-payment of premium. Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (complete with responsible parties name and address).

6. Proof of Insurance Coverage: The City of Northville shall provide the City of Plymouth at the time the contacts are returned for execution, certificates referencing all coverage as required above.

7. If any of the above coverages expire during the term of this contract, the City of Northville shall deliver renewal certificates and/or policies to City of Northville at least ten (10) days prior to the expiration date.

10. MODIFICATION, DURATION, AND TERMINATION OF THIS AGREEMENT.

- (a) This Agreement may be modified at any time by mutual approval of both the Northville City Council and the Plymouth City Commission.
- (b) This Agreement shall continue in effect at least until June 30, 2035. Thereafter, this Agreement shall continue in effect on a two (2) year basis, unless either party gives written notice to the other party on or before December 31<sup>st</sup> of any year, that that party wishes to terminate this Agreement effective on January 1<sup>st</sup> of the third year following the year in which the notice was given. The parties have the right to mutually agree to terminate this Agreement at any time.
- (c) Upon the termination of this Agreement by the expiration of its term, or by mutual consent of the parties to this Agreement, each party will keep whatever item and/or asset that that party is in possession of at the time of the termination of this Agreement. If the parties mutually share an item and/or asset at the time of the termination of this Agreement, the party who keeps the item and/or asset shall pay to the other party fifty percent (50%) of the current value of the item and/or asset at the time of the termination of this Agreement. Provided, however, that the ownership and use of the aerial apparatus referenced in section 6(f) shall be as provided for in that section.
- (d) In the event that Plymouth breaches this Agreement by withdrawing prior to the time specified in section 10(b), without the consent of Northville, Northville and Plymouth agree that Plymouth shall be liable for the following stipulated damages:
  - (a) A monetary payment equal to two (2) times the payment due under this Agreement for the year prior to the breach;
  - (b) All payments then due and owing under this Agreement; and
  - (c) Plymouth will remain responsible for its percentage of payments due on any equipment or apparatus purchased by Northville until that equipment or apparatus is fully paid off. The percentage of payments due will be determined by the payment due under this Agreement for the year to the breach. Plymouth will in addition remain responsible for its percentage of payments due in connection with the aerial apparatus, as provided in section 6(f).
- (e) In the event that Northville breaches this Agreement by withdrawing prior to the time specified in section 10(b), without the consent of Plymouth, Northville and Plymouth agree that Northville shall be liable for the

following stipulated damages:

- (a) A monetary payment equal to two (2) times the payment due under this Agreement for the year prior to the breach; and
- (b) Plymouth shall no longer be responsible for any further payments as to any equipment or apparatus purchased by Northville.
- (c) Northville and Plymouth will remain responsible for their percentage of payments due in connection with the aerial apparatus, as provided in section 6(f).

11. Severability. Should any provision, paragraph, section or part of this Agreement be found void or unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect.

This Agreement was approved and the execution of it was authorized by Resolution of Northville's City Council on \_\_\_\_\_ day of \_\_\_\_\_, 2023; and by Resolution of Plymouth's City Commission on \_\_\_\_\_ day of \_\_\_\_\_, 2023; in witness whereof the parties hereto have placed their hands and seal below:

\_\_\_\_\_  
Nick Moroz  
Mayor  
City of Plymouth

\_\_\_\_\_  
Brian Turnbull  
Mayor  
City of Northville

\_\_\_\_\_  
Maureen Brodie  
Clerk  
City of Plymouth

\_\_\_\_\_  
Clerk  
City of Northville

## R E S O L U T I O N

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

WHEREAS The City of Plymouth and the City of Northville have been in a Long term intergovernmental agreement related to the delivery of fire services in both cities, and

WHEREAS The agreement provides for the delivery of fire suppression, Fire safety inspections and fire prevention education, and

WHEREAS The agreement also provides for a response to emergency Medical calls for services in both cities, at the Basic Life Support Level, and

WHEREAS Both cities have agreements with private ambulance services to Provide Advanced Life Support services in each city, and

WHEREAS The City Council of Northville and the City Commission of Plymouth Are interested in authorizing a new long term contract for fire Services between the two cities.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a new contract with the City of Northville for Fire Services through June 30, 2035.

BE IT FURTHER RESOLVED THAT the City Commission directs the City Clerk to include a complete copy of the agreement with the meeting minutes of this meeting.



## Administrative Recommendation

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

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

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: S:\Manager\Sincock Files\Memorandum - Marijuana Sales 03-20-23.docx  
Date: March 17, 2022  
RE: Annual Marijuana Review to Allow Retail Sales Outlets in City

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### Background

Previously, the City Commission directed the City Administration to annually review the possibility of either recreational or medical marijuana sales in the city. The City Commission also had a presentation from Plunkett Cooney Attorney Jeff Schroder in October of 2020 covering a wide range of issues related to marijuana. Our most recent discussion of allowing retail sales outlets into the City was in March of 2022. At that time, the City Administration remained opposed to retail sales of marijuana in the City. While there was public discussion of the issue the City Commission took no action, leaving the current prohibition of marijuana sales in the City of Plymouth in place.

A quick check of the state web site

<https://michigan.maps.arcgis.com/apps/webappviewer/index.html?id=cd5a1a76daaf470b823a382691c0ff60> shows no marijuana adult use, micro-business, medical provisioning centers in our immediate areas. The closest operations are in Redford Township, Inkster, Wayne, Ypsilanti, Ann Arbor, Walled Lake, and Whitmore Lake. Communities in Western Wayne County do not allow marijuana sales within the Plymouth Canton Community School District or nearby communities. This would include Plymouth, Plymouth Township, Canton, Van Buren Township, as well as Northville, Northville Township, and Novi. Delivery service of marijuana products is available in all of these communities, there just are no physical retail outlet buildings.

It has been reported by Bridge Michigan that *"nearly 80 percent of Michigan municipalities, 1,400 of 1,773, prohibit the sale of marijuana."* In addition, marijuana remains prohibited by the Federal Government, but that may change with the new Congress.

As an observation, we are finding that these types of facilities tend to be in college towns (*Ann Arbor, Ypsilanti*) and other areas where economic redevelopment is needed. We have seen that communities with depressed economic conditions allow these types of facilities into their community because of the required investment and upgrades to an economically challenged area as well as the tax revenue that that business will generate.

A February 2023 press release from the State of Michigan reports: *Revenue was collected from 574 licensees among the state's cities, villages and townships during the 2022 fiscal year. Some of these municipalities host more than one licensed retail store and microbusiness.*

*For the 2022 state fiscal year, there was \$198.4 million available for distribution from the Marihuana Regulation Fund.*

*State law outlines how much is distributed from the Marihuana Regulation Fund.*

*Aside from the more than \$59.5 million in disbursements to municipalities and counties, \$69.4 million was sent to the School Aid Fund for K-12 education and another \$69.4 million to the Michigan Transportation Fund.*

*In total, more than \$1.8 billion in adult-use marijuana sales was reported for Fiscal Year 2022.*

Payments to local communities range from approximately \$58,000 for communities with one licensed establishment to Ann Arbor with 27 licensed establishment received approximately 1.4 million dollars from the state. Wayne County's share of tax revenue was just over one million dollars for the 20 licensed establishments in the County.

We have attached a memorandum from Public Safety Director Al Cox and Economic Development Director John Buzuvis that provides a significant amount of additional background information.

The City of Plymouth November 2021 Eastern Michigan University Citizen Survey did ask for resident input on the issue of marijuana sales in the City. The survey results indicated the following:

- *Should the City permit marijuana sales in the downtown business district?*
  - *NO – 61.5%*
  - *Yes – 26.1%*
  - *Maybe – 12.3%*
- *Should the City permit marijuana sales in Old Village?*
  - *NO – 52.1%*
  - *Yes – 34.2%*
  - *Maybe – 13.7%*

- *Should the city permit marijuana sales outside the downtown business district and Old Village?*
  - *No – 42.6%*
  - *Yes – 40%*
  - *Maybe 17.4%*

Based on the November 2021 citizen survey there does not seem to be overwhelming support to bring marijuana operations into the city.

### Recommendation

The City Administration remains opposed to allowing marijuana sales in the City of Plymouth as we tend to see these types of operations in college towns or in potentially economically depressed areas. While there may be some immediate financial gains (*\$58,000 per license in 2022*), we see negative long-term impacts on the image and brand of the community. Further, delivery service of marijuana products is available for anyone in the city who may be interested in using products.

Based on what we have seen across the state, the City Administration sees the significant potential for litigation against the city and the individual members of the City Commission and perhaps the Planning Commission as a result of required actions by both boards to choose zoning district locations. Further, the City Commission will have to choose how many establishments to allow into the city and if the number of applications, exceeds the available licenses the City Commission will have to choose who will obtain the license. This is another area of potential litigation.

Further, we not see public sentiment from city residents for a marijuana shop. The Eastern Michigan University Survey from November 2021 clearly shows that there is not a significant support for this type of operation in the city from City residents. Marijuana currently remains illegal at the federal level and a state law or local ordinance would not protect businesses or people from federal prosecution.

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

If the City Commission desires to allow retail marijuana sales in the City, we would ask that you pass a Resolution authorizing the City Administration to move forward with a special project for

the City Attorney's office to begin to develop the proper Ordinances, and documents to move this forward.

Based on the City Administration's recommendation we are not providing any proposed Resolution for the City Commission to consider and we recommend that they take no action, leaving current restrictions in place.





# Administrative Recommendation

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

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

To: Paul Sincock, City Manager  
From: John Buzuvis, Economic Development Director  
Al Cox, Director of Public Safety  
CC: S:\Community Development\John\Marijuana  
Date: March 16, 2023  
RE: Annual Recreational Marijuana Review

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## **BACKGROUND:**

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

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

At the request of the City Commission the administration has reviewed the recommendation on recreational marijuana several times since December 2018 most recently in March 2022. The administration continues to recommend remaining “opted-out” of the allowance for recreational marijuana facilities, of any kind, in the city. There are several reasons for this as

noted below. Namely, the industry in Michigan is just out of its infancy; however legal challenges are mounting and many communities in Michigan find themselves in court as challenges to their ordinances mount. According to a January 23, 2023, Crain's Business Detroit article "Dozens of companies remain at loggerheads with city councils over the licensing selection process, and the disputes have been playing out in Michigan's courts system for years." The article goes on to say that Royal Oak, Pontiac, Warren, and other municipalities are currently involved in lawsuits related to their ordinances. The City of Berkley, according to the article, has been wrapped up in lawsuits over its marijuana ordinances since November 2020. Lance Boldrey, a cannabis attorney from Detroit based law firm Dykema Gossett PLLC says in the article "If a city attorney is paying attention at all, they'll understand almost any ordinance they put forward will result in lawsuits against the city, they should also know they pay more for fighting the lawsuits than they could possibly earn in licensing fees or revenue sharing." In Berkley the city, city council, and other officials including the City Manager were named in lawsuits in Oakland County court by companies not chosen to fill one of the three licenses through the competitive process contained in Berkley's ordinance.

Detroit's marijuana related ordinances, specifically their selection process, has been challenged in court at least twice. See attached articles for more on this issue. A couple of years ago a federal judge issued an injunction and ruled that parts of Detroit's competitive selection process was unconstitutional. In April of 2022 Detroit approved an amended marijuana ordinance that was challenged in court in May of that year.

Of the states 1,773 communities only 130 (as of January 28, 2023) according to information available from the MI Cannabis Regulatory Agency (CRA) have "opted-in" or created ordinances to allow adult use recreational marijuana businesses in their community. In Wayne County, only five (5) communities, out of forty-three, have created ordinances to allow recreational marijuana businesses in their municipality. Those communities are Belleville, Detroit, Highland Park, Wayne, and Westland. As noted, Detroit has had their ordinance challenged, in court, more than once.

The sale of marijuana from licensed establishments is still, due to federal banking regulations, a cash business and therefore leads to public safety considerations related to potential robberies etc. On January 17, 2023, the CRA issued, an Advisory Bulletin titled "Increased Criminal Activity Against Marijuana Delivery Drivers." In the bulletin the CRA "...identified a pattern in reported criminal activity related to delivery drivers...: The CRA indicated that during the month of December and part of January there were thirteen reported thefts from delivery drivers reported over a six-week period that occurred at residential addresses where deliveries were being made. Some of those thefts were armed robberies where the product and the vehicle were stolen, and the drivers were assaulted. The incidents occurred mostly in southeast Michigan in: Ypsilanti, Ann Arbor, Lansing, Westland, Detroit, Ferndale, Hamtramck, Hazel Park, and Utica. The article indicates that in November of last year the CRA reported 117 break-ins took place at cannabis businesses from April through November last year. Most of the break-ins took place at adult-use stores. Oregon and Washington (state) are also reporting similar trends with thirty break-ins reported in a one-month period in Washington state. A quick internet search showed several marijuana deliveries companies (many located in Washtenaw County) that deliver to the Plymouth area. Should the city remain

“opted-out” of allowing marijuana businesses in town, residents do still have options to procure marijuana should they choose to do so via delivery services.

Should the City Commission, by resolution, direct the administration to develop ordinance language it would be a monumental task and require significant resources that would impact the ability of the team to complete other tasks critical to the accomplishment of the City’s strategic goals.

The administration has reviewed various recreational marijuana ordinance language in the past and the City Commission should be aware that these ordinances are lengthy, complex, and would be extremely time consuming and expensive to develop and implement.

As indicated one of the biggest challenges, probably the biggest challenge, in developing an ordinance to allow marijuana businesses in the city (assuming the commission would limit the number/type of businesses allowed) would be the development a “competitive process” in that ordinance to choose successful applicants for the limited number of licenses should the CRA receive more applicants for location in the city than allowed by ordinance. . Per Sec. 9.4 of the MRTMA legislation “If a municipality limits the number of marihuana establishments that may be licensed in the municipality...and that limit prevents the department (State of MI) from issuing a state license to all applicants who meet the requirements...the municipality shall decide among competing applications by a competitive process intended to select applicants who are best suited to operate in compliance with this act within the municipality.” In other words, municipalities are required by statute to choose winners and losers In a Michigan Municipal League podcast, related to recreational marijuana, Chris Johnson the league’s General Counsel said “...the competitive process invites litigation.”

Some municipalities have opted to allow for an “unlimited” number of licenses and made efforts to control the number of licenses by designating only certain areas of the community, through zoning ordinances, where these businesses can locate. Additionally, the legislation does not allow a marijuana business within one thousand feet of a school. A map is attached for the commission’s reference indicating the areas within one thousand feet of a school. This becomes a challenge, particularly in a smaller community like Plymouth. This provision would relegate any establishment to a small portion of Ann Arbor Road, Main St., and Old Village area. Per the 2021 Community survey 62% of survey respondents said no to marijuana sales in downtown and 52% said no to marijuana sales in Old Village. Forty-three percent or respondents said no to sales outside of downtown and Old Village with 17% saying maybe. Should the commission choose to regulate the number of establishments strictly through zoning ordinances residents may mobilize saying the elected officials are choosing winning/losing areas of the city for marijuana businesses via zoning regulations.

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

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

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

Based on 2021 sales those communities in the state that have opted in will receive approximately \$58,100 for each licensed adult-use marijuana retail store or licensed microbusiness in their community. For example, a community with two licensed retail and/or microbusiness facilities will receive \$116,200 in revenue from the excise tax.

In addition to developing a competitive process to award licenses as noted above the City Commission would be required to indicate the maximum number of marijuana businesses allowed in the community as part of the ordinance, assuming the city commission chooses to limit the number and/or type of establishments.

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

#### **RECOMMENDATION:**

For the reasons listed above the administration recommends that the city continue its position of opting out of the MRTMA. The administration believes that opting in at this time would require significant staff and consultant resource and would be fiscally demanding and does not have an identified and readily accessible funding source. Additionally, the development of an ordinance could open the city up to costly legal challenges that may drag on for years as they have in other communities.

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

# Detroit Free Press

## MARIJUANA

# Detroit City Council approves recreational marijuana ordinance after delays, challenges



**Adrienne Roberts**

Detroit Free Press

Published 12:47 p.m. ET April 5, 2022 | Updated 6:18 p.m. ET April 5, 2022

The city of Detroit will soon start processing recreational marijuana license applications after City Council voted to approve a revised ordinance Tuesday.

The ordinance will go into effect on April 20, when the processing of applications for unlimited licenses — such as for growing or processing cannabis — can begin, although it will take longer (up to 100 days) to set up the program to process limited licenses, which include retail and consumption lounges, among others.

Council President Mary Sheffield, President Pro Tem James Tate, and members Angela Whitfield Calloway, Latisha Johnson, Gabriela Santiago-Romero, Fred Durhal III and Coleman Young II voted to approve the new ordinance. Council member Mary Waters voted no.

"This is a long-term industry," said Tate, who has spearheaded efforts to allow recreational cannabis businesses within city limits. "The city of Detroit is not going to close up in two weeks, two days or two months. We're going to continue to move forward and persevere. We're going to continue to address and elevate the issues of equity in the city of Detroit, not just in cannabis, but across the board. But this is our opportunity to start in that direction."

**More:** Dealing Detroiters into legal marijuana industry won't be easy | Opinion

Tate introduced a revised ordinance in February after the original ordinance — which was unanimously passed by Detroit City Council in November 2020 — was challenged in court. A federal judge in June called the process for obtaining a recreational marijuana license in Detroit "likely unconstitutional," forcing the city to go back to the drawing board or wait for a trial date for an appeal in the fall.

The revised ordinance sets aside half of the limited licenses for so-called "equity applicants," which includes longtime Detroiters and people who live in communities where marijuana-related convictions are greater than the state average.

In the prior ordinance, at least half of all license types would have been awarded to so-called Detroit Legacy applicants, and those applications were processed first.

Since it was introduced in February, the revised ordinance has been amended, delaying the vote. Changes include increasing the total number of retail licenses available from 76 to 100 and establishing a lottery system to award licenses for applicants who don't yet have a location for their business to operate.

**More:** Allen Iverson, Ben Wallace launch cannabis lines as recreational sales in Michigan turn 2

**More:** Listen to 'On The Line': Waiting for Detroit's recreational pot plan to sprout

During public comment Tuesday, several callers expressed concern over the zoning requirements when choosing a property to open a cannabis business and said there are limited options available.

Other attendees and callers said they were concerned about the impact of these businesses on their neighborhood.

"One hundred percent of these recent amendments have been focused (on), and benefit, business owners," said a caller who identified herself as Marcia Spivey. Considerations for "community reinvestment have received little conversation."

After public comment ended, Council member Young, who ultimately voted yes on the revised ordinance, said he thought the ordinance was a good first step, but thought the city could do more in terms of addressing the disproportionate impact the War on Drugs — a movement started by the U.S. government in the 1970s to combat illegal drugs — has had on people of color.

"I think it's going to be in court," Young said. "I don't think it goes far enough. I think we could do better."

In response, Tate said he agrees the city has an opportunity to expand the industry, but said there needs to be a balance and the city needs to be careful moving forward.

"Many of us have seen across this country legislation that goes full tilt and does everything everybody wants it to do and has problems," he said. "You can't unwind it when those problems erupt."

*Contact Adrienne Roberts: [amroberts@freepress.com](mailto:amroberts@freepress.com).*

**DETROIT**

# Detroit's new recreational marijuana ordinance challenged in lawsuit



**Sarah Rahal**  
The Detroit News

Published 5:13 p.m. ET May 11, 2022 | Updated 5:17 p.m. ET May 11, 2022

**Detroit** — A chain of medical marijuana dispensaries filed a lawsuit in Wayne County Circuit Court Wednesday challenging Detroit's new recreational marijuana ordinance.

A provision in the ordinance, which was approved last month by the Detroit City Council, doesn't allow medical marijuana establishments to be eligible to obtain a recreational license for five years. The lawsuit brought by four House of Dank dispensaries — each operating under a unique name — said that wording violates the state's 2018 recreational marijuana law.

The ordinance, which went into effect April 20, reads: "Commencing on January 1, 2027, any licensees which are holders of one or more licenses to operate a medical marijuana provisioning center in accordance with this article and which have been the holder of such licenses since prior to the effective date of this ordinance, may apply for an adult use retailer license."

The city's law department said it had not had a chance to review the complaint and declined to comment Wednesday.

House of Dank, which opened a medical dispensary on Eight Mile in 2015, now has four medical dispensaries in Detroit and four recreational dispensaries elsewhere in Michigan.

"Specifically, the City is attempting to give certain preferred newcomer applicants an artificial head start by preventing existing medical marijuana provisioning center licensees in the city from even applying until at least 2027 — which clearly violates both the letter and spirit of the Michigan Regulation and Taxation Marihuana Act," according to the suit.

Michigan's voter-approved recreational marijuana law said dispensaries with medical marijuana licenses were expected to transition to recreational licenses once they received approval from local municipalities. The Michigan Cannabis Regulatory Agency provides equal access to both licenses.

The agency declined to comment on the lawsuit.

► **For subscribers:** Why Michigan is weeding out medical marijuana for 'recreational cannabis'

"The City's current ordinance does the exact opposite by intentionally singling

out and punishing the existing provisioning center licensees, who will all certainly be strangled to death and go out of business long before they are even eligible to apply for adult-use retailer licenses in 2027," according to the suit.

"These existing stores employ thousands of people, pay taxes, paved the way for this industry and now they're being legislated out of business unlawfully," Michael DiLaura, an executive for the dispensary chain and its general counsel, told The Detroit News.

It's a lucrative, competitive and capital-intensive industry as Michigan is paving the way for the once-illegal plant in the Midwest.

Recreational sales surpassed medical sales in mid-2020, and the industry forecasts medical receipts will be about \$324 million this year, a dip from last year, a downward trend that is expected to continue. But surging sales of recreational cannabis are forecasted to hit a new high of \$1.5 billion this year. The state anticipates to peak at around \$3 billion in total sales.

Detroit's city council approved a revised ordinance last month, two years after the city opted to allow recreational marijuana, to determine how it would award business licenses.

The ordinance's passage followed a longstanding disagreement among leaders and residents over how many opportunities should specifically be given to longtime Detroiters. The city's initial attempt was halted last year after a federal judge ruled its first ordinance approved in 2020 was "likely unconstitutional" for providing too much preference to legacy Detroiters.



"Of the 71 dispensaries in Detroit, no less than 14 are owned by people of color," DiLaura said. "We're seeing 20% inclusion and we support expanding that, we just believe this statute doesn't do any of that."

Council President Pro Tempore James Tate spearheaded an ordinance using the same language as the Cannabis Regulatory Agency's social equity program. That language opens benefits to all residents from 184 communities in the state that were disproportionately affected by the war on drugs, rather than just Detroiters.

The new ordinance provides options for provisional licenses, adding social equity and non-equity tracks and creating rounds of distributing 110 total licenses. The licenses, including designated consumption and microbusinesses, will be awarded over three phases that will be spaced out three months apart.

The city established a rubric system to score applicants and is in the process of hiring a third party to host a lottery system should there be ties. Entrepreneurs who obtain a license from the city must also obtain a state license.

Tate could not be reached Wednesday.

The 2018 ballot proposal to legalize recreational marijuana was supported by 68% of Detroit voters.

DiLaura said there's a ballot referendum circulating to gain 3,000 signatures by May 20 to put the ordinance on pause until voters can decide on it in November because "There are a number of stakeholders that feel they were wronged by this," he said.

"It's like the old taxi medallion or golden ticket," he said. "That's just not right and not the best way to design inclusion and opportunity. These stores should be open, we should encourage more people to get into the business but prioritize those that paved the way."

*srahal@detroitnews.com*

*Twitter: @SarahRahal\_*

# Detroit Free Press

## MARIJUANA

# Detroit recreational marijuana ordinance challenged again: What new lawsuit claims



**Adrienne Roberts**

Detroit Free Press

Published 11:30 a.m. ET June 3, 2022 | Updated 4:48 p.m. ET June 3, 2022

Less than a month after a lawsuit challenged Detroit's revised recreational marijuana ordinance, another lawsuit against the city was filed Friday, arguing the measure violates state law.

JARS Cannabis — a marijuana company that has two medical dispensaries in Detroit, among other medical and recreational dispensaries across Michigan — is asking the court to stop the city of Detroit from moving forward with its ordinance, which was passed in April.

"Detroit has created a schematic to give preferential treatment to its residents, violate MRTMA (the state's legal and regulatory framework for legally growing and selling recreational marijuana) and eradicate existing operators," the lawsuit, which was filed in Wayne County Circuit Court, says.

This is the second lawsuit challenging Detroit's second attempt at a recreational marijuana ordinance, and could be yet another setback in getting the recreational cannabis industry off the ground in the city.

John Roach, a spokesperson for the city, declined to comment.

Sales of recreational cannabis in Michigan began in December 2019, but Detroit officials didn't introduce an ordinance to allow recreational marijuana sales within city limits until October 2020. That ordinance prioritized longtime Detroiters for licenses but a federal judge called the ordinance "likely unconstitutional" after it was challenged in a lawsuit.

In February, eight months after the judge's opinion, Council President Pro-tempore James Tate introduced a revised ordinance that sets aside half of the 100 retail licenses for so-called

equity applicants, which include longtime Detroiters and people from communities that have been disproportionately affected by marijuana prohibition and enforcement.

The city started processing applications for unrestricted licenses — such as for growing or processing cannabis — on April 20. But city officials are still working on setting up a system to start processing applications for the limited licenses.

In the lawsuit, JARS Cannabis argues that the ordinance violates state law in several ways. First, JARS says that Detroit's scoring system for selecting which applicants receive a limited license fails to provide a competitive application process.

It awards points to applicants that are unrelated to their ability to operate in compliance with state law, the lawsuit said, such as giving points for committing to a "Good Neighbor Plan," which includes hiring Detroit residents and donating to a Detroit charitable organization.

The lawsuit also points to a line in state law that says: "A municipality may adopt other ordinances that are not unreasonably impracticable and do not conflict with this act or with any rule promulgated pursuant to this act."

JARS Cannabis argues it's "unreasonably impracticable" because the scoring method deters them and others from applying, it prohibits the issuance of more than one recreational license to any direct or indirect owner and it effectively bans the co-location of medical and recreational cannabis facilities.

"It is abundantly clear that Detroit's second ordinance serves as the kiss of death for existing medical-marijuana facilities operating within the city of Detroit," the lawsuit says.

Scott Roberts, whose law firm Scott Roberts Law is representing JARS Cannabis in the lawsuit, puts it this way: "We believe the city council's latest attempt at an ordinance clearly violates state law, which hurts not just Detroit dispensary owners and investors, but also the employees that rely on these businesses to provide for their families."

**More:** [Lawsuit challenges Detroit's recreational marijuana ordinance](#)

**More:** [Opinion: Detroit needs to adjust priorities on recreational marijuana](#)

The first lawsuit — filed by the cannabis company House of Dank, which has several medical marijuana dispensaries in Detroit — asked a judge to allow existing medical dispensaries to also receive recreational licenses. If the city follows the current ordinance, medical facilities would not be given a shot at getting a recreational license until 2027, House of Dank argued. A status conference on that lawsuit is scheduled for Aug. 10.

## MARIJUANA

# Detroit receives 90 applications for 60 available marijuana licenses, including retail



**Adrienne Roberts**

Detroit Free Press

Published 4:58 p.m. ET Oct. 19, 2022 | Updated 2:46 p.m. ET Oct. 20, 2022

The city of Detroit received 90 applications for the 60 recreational marijuana licenses available in the first round, which include licenses for dispensaries, microbusinesses and consumption lounges.

Fifty non-equity and 40 equity applications were submitted by the deadline of Oct. 1, with 28 of the 40 equity applicants qualifying for Detroit Legacy status as well, Kim James, director of Detroit's office of marijuana ventures and entrepreneurship, said Wednesday.

The city will issue a total of 160 licenses in three phases. The 60 licenses that will be awarded in the first phase include 40 retail, 10 microbusiness and 10 consumption lounge licenses. Detroit started accepting applications for unlimited licenses — such as for growing or processing cannabis — in April.

Half of all the limited licenses are set aside for "equity applicants." Equity applicants include people who live in communities that have been disproportionately impacted by marijuana prohibition and enforcement. Equity applicants also include those with certified Detroit Legacy status currently living in Detroit or another disproportionately impacted community.

Detroit has faced multiple legal challenges over this piece of its ordinance. After two lawsuits that challenged the ordinance were dismissed in August, the city moved forward with opening its application process for the limited licenses on Sept 1.

Another lawsuit was filed at the end of last month in the U.S. District Court for the Eastern District of Michigan, though. That lawsuit claimed the ordinance gave an unfair preference to longtime Detroiters.

**More:** Michigan cannabis companies change their business models to survive competitive market

**More:** Detroit dispensary fined, license suspended after state finds duffel bags of marijuana

To decide which applicants receive a license, the city of Detroit has selected Rob Huth, of the Clinton Township law firm Kirk, Huth, Lange and Badalamenti, to score the applications. Huth was approved by Detroit City Council on Tuesday, and council now has seven days to reconsider their vote before it goes to Mayor Mike Duggan's office for final approval.

"I appreciate the opportunity and I know that the city's ordinance is going to be groundbreaking in terms of giving equity applications an opportunity," Huth said. "I'm glad to assist."

Huth served in a similar capacity for the city of Pontiac.

James had said earlier that once the vendor was approved, applicants will find out if they've been selected in a month to six weeks, depending on the complexity of the application.

*CLARIFICATION: A previous version of this story mischaracterized who can be deemed an "equity applicant." This version clarifies that definition.*

Contact Adrienne Roberts: [amroberts@freepress.com](mailto:amroberts@freepress.com).

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# Lawsuits grow over local marijuana ordinances

Companies, communities clash over process

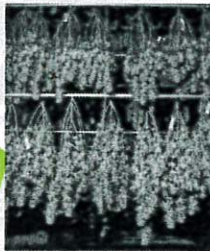
BY DUSTIN WALSH

For many marijuana operations seeking to open locations in communities across Southeast Michigan, the plans are dying on the vines.

Dozens of companies remain at loggerheads with city councils over the licensing selection process, and

the disputes have been playing out in Michigan's court system for years.

The cities of Royal Oak, Warren, Pontiac and others remain tangled in lawsuits, keeping marijuana operations sidelined while the judges cultivate a ruling.



Harvested cannabis hangs at the Lume Cannabis Co. facility in Ewart. | NIC ANTARA FOR CRAIN'S DETROIT BUSINESS

See **MARIJUANA** on Page 21

## MARIJUANA

From Page 1

Under the Michigan Regulation and Taxation of Marijuana Act of 2018, passed overwhelmingly by Michigan voters, the state offers unlimited licensure to marijuana operations; it's up to local municipalities to create a competitive formula to decide who is allowed to sell or grow marijuana in their community.

The driver of all of this is from probably the worst decision that the drafters of the adult use statute made — requiring that competitive selection process," said Lance Boldrey, partner and cannabis attorney at Detroit-based law firm Dykema Gossett PLLC. "It all sounds well and good from a policy standpoint, trying to eliminate picking favorites, but it is the longest process and most expensive process for applicants to follow, and you end up with these lawsuits that can tie applicants up in court for three or four years."

But a December ruling by a Court of Appeals panel in a lawsuit against the city of Berkley may have cleared the way for the suits to be dropped, as local municipalities tighten their grip on defining the competitive licensing process.

### A broken process?

In Pontiac, the city continues to languish over its medical marijuana ordinances that were approved by voters nearly five years ago. Not a single dispensary has opened in Pontiac, and a proposed adult-use recreational ordinance that was introduced last year is further complicating matters.

Earlier this month, the Pontiac City Council continued to make changes to its medical marijuana scoring system. The city planned to give medical marijuana licenses to five companies, but a Dec. 9 ruling by an Oakland County Circuit Judge found the city's scoring system was unfair to Marshall-based vertically integrated marijuana company Common Citizen.

Common Citizen's suit alleged that the city's process for awarding medical marijuana licenses was arbitrary and rife with conflicts of interest. The judge's ruling effectively awarded Common Citizen points in the scoring system it hadn't received before the lawsuit. This pushed Common Citizen into the top five of scoring eligible for a medical marijuana license, thus muscling out the former fifth place holder Nature's Remedy — which already invested \$1.5 million into its dispensary location in Pontiac after being approved by the city's planning commission, said James Allen, partner at Detroit-based law firm Schenk & Brutsch PLC.

And adding insult to injury, the city council recently changed the zoning for its future recreational marijuana ordinance, eliminating the zone where Nature's Remedy's renovated building is located.

Allen said he is preparing a lawsuit against the city council over the issue in hopes of receiving an injunction to prevent the city from handing out the licenses.

"We're looking to stop the process from moving forward without my clients," Allen said. "Cities across the region understand that when they issue approval letters, businesses must be able to rely upon them when committing funds. In an apparent effort to play favorites, Pontiac seems to be an exception to this



Common Citizen grows more than 60 unique strains of cannabis in its greenhouse farm facility in Marshall, Michigan. | COMMON CITIZEN



Inside the Nature's Remedy store in Ferndale. | NATURE'S REMEDY/FACEBOOK

rule. Sadly, the residents will get stuck paying for the unwise decisions their elected officials make."

### A costly way to do business

The rash of lawsuits is likely keeping municipalities from opting in to allow marijuana grows and sales in their communities, said Doug Mains, partner at Honigman LLP, co-author of the MRTMA ballot language and attorney for major operators, including Troy-based Lume Cannabis Co., in which Crain's CEO KC Crain has a stake.

"We've heard of a lot of municipalities are hesitant to opt in because they don't want to get sued," Mains said. "The medical system was always first-come, first-serve or a lottery, and the suspicion was always that the township president's brother-in-law got all the licenses. The intention of MRTMA was to get away from the system based on luck and connections and one based on merit, but the language could have definitely been tighter."

Creating an ordinance to allow in marijuana is likely more costly for many of these communities than opting out entirely, Boldrey said.

"If a city attorney is paying attention at all, they'll understand almost any ordinance they put forward will result in a lawsuit against the city," Boldrey said. "They should also know they pay more for fighting the lawsuit than they could possibly earn in licensing fees or revenue sharing."

Berkley, for instance, has been

wrapped up in lawsuits over its marijuana ordinances since November 2020.

The legal battle started when companies not in the approved top three filed two lawsuits in Oakland County Circuit Court against the city, city council and several officials including City Manager Matthew Baumgarten. That led to a preliminary injunction halting Berkley's cannabis retail licensing in December 2020.

They argued the city needed to choose based on which applicants comply with state cannabis regulations, not who would do certain specific things aimed at improving the city. Those include using green

infrastructure, reusing existing buildings and demonstrating "benefits to the community."

In April 2022, the city council expanded licenses to five or fewer in hopes of eliminating some of its grievances, but the lawsuits continued. The Appeals Court ruled in its favor last month, allowing the city to move forward with awarding licenses.

"To date, the city has licensed five separate retail/medical facilities," Baumgarten said in an email to Crain's. "Each facility has also received building and trade permits, and each is at various stages of construction. We anticipate all five facilities to be operational by summer 2023."

But the three-judge appeals pan-

el did return portions of the case back to circuit court, so the case is ongoing, and costly.

Baumgarten declined to speak to Crain's about the cases or the city's costs for litigating the cases.

### A new trellis

Boldrey said to avoid lawsuits, communities can push an unlimited license ordinance, not picking winners and losers through a competitive scoring system, and instead use zoning to limit entrants into the market.

Limiting where marijuana can be grown or sold in a community creates a barrier based on available real estate.

Boldrey said, however, that method of limiting licenses is not popular among the political class.

"What happens in most of those cases, city council sees that it makes sense but a member says 'I am not going to vote for an ordinance that doesn't have a cap and get beat up by constituents that are against unlimited marijuana' in their city."

Mains and David Morrow, founder and CEO of Lume Cannabis and founder of Warrior Sports, said that system can be abused as well.

"There's always a Boss Hogg," Morrow said. "A family or two that basically runs these small towns and owns all the real estate. The zoning can get so finite that it points to a single address. Usually it's a site that isn't worth more than \$200,000 but can now sell for \$3 million because it's zoned for a dispensary."

**"WE'VE HEARD OF A LOT OF MUNICIPALITIES ARE HESITANT TO OPT IN BECAUSE THEY DON'T WANT TO GET SUED."**

— Doug Mains, partner, Honigman LLP

Meanwhile, Allen has prepared his lawsuits against Pontiac, and legal battles continue to work their way through courts all over the state, even in places like Traverse City and communities in the Upper Peninsula.

"So many of these frameworks are simply unworkable and all the applicants will continue to jockey for position," Boldrey said. "Until all of these suits are settled, we'll have no idea what any given city's landscape will look like."

Contact: [dwalsh@crain.com](mailto:dwalsh@crain.com); (313) 446-6042; [@dustinwalsh](https://twitter.com/dustinwalsh)

JANUARY 23 2023 CRAIN'S ARTICLE



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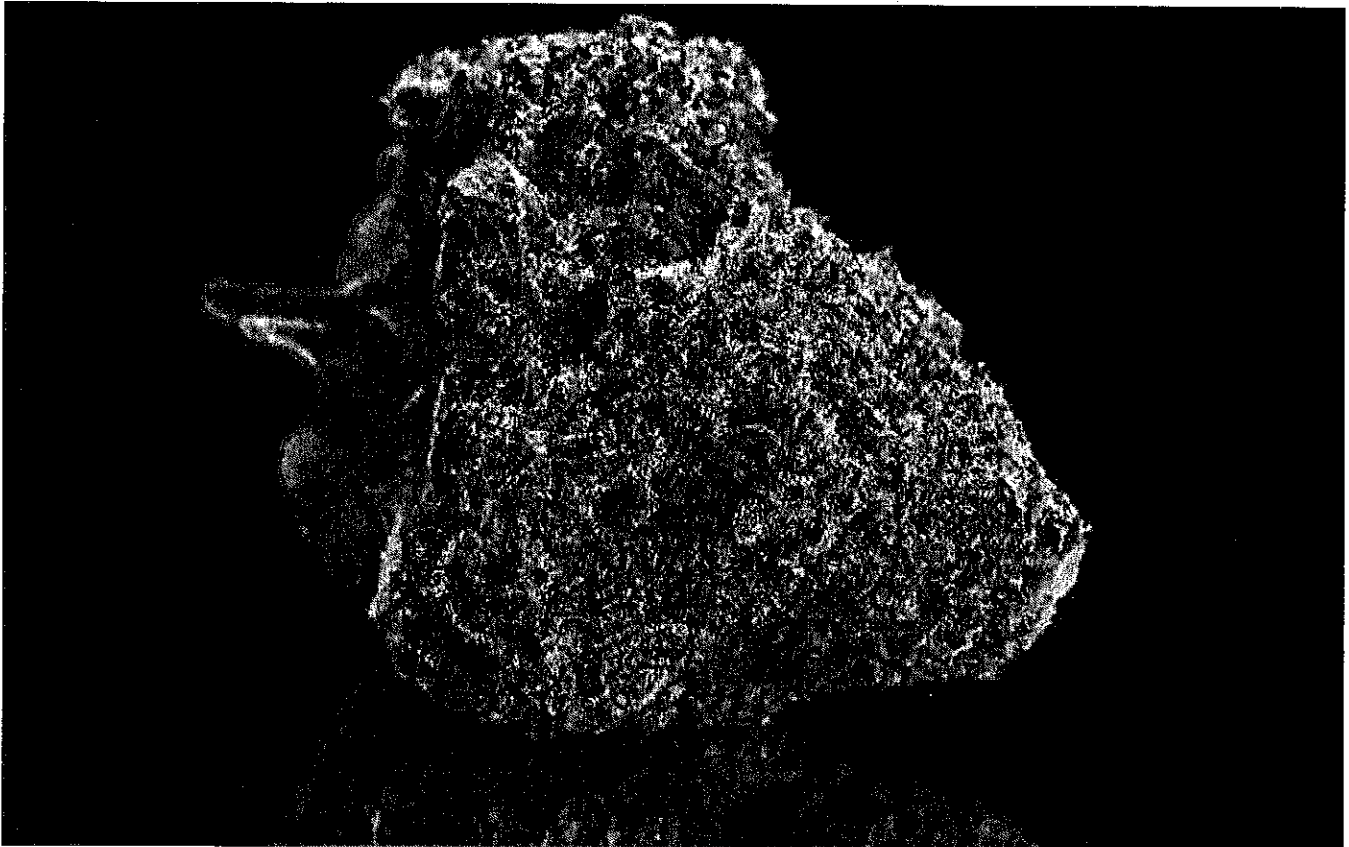
MICHIGAN NEWS

## Weed Delivery Driver Robberies Spike in Michigan

A rash of cannabis delivery driver robberies is taking Michigan by storm.



BY BENJAMIN M. ADAMS · JANUARY 19, 2023



Shutterstock

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Michigan Cannabis Regulatory Agency (CRA) issued a bulletin Tuesday notifying cannabis businesses there's been a rise in criminal activity.

*Macomb Daily* reports that authorities are concerned about the rise in crime in the metropolitan Detroit area. As delivery drivers are forced to carry around dangerous amounts of cash and/or cannabis, they are like sitting ducks with a target on their heads.

According to a recent bulletin issued by the CRA on Jan. 17, officials have "identified a pattern in reported criminal activity involving the drivers," reporting 13 thefts of cannabis products, all within the past six weeks. The MRA regularly posts bulletins when an issue arises, including when a dangerous pattern emerges.

A rash of burglary incidents have been reported in Hazel Park and Ferndale in Oakland County, Utica in Macomb County, Westland, Hamtramck and Detroit in Wayne County, Ann Arbor, Ypsilanti, and Lansing. The burglaries began piling up since the beginning of December 2022.

The data shows that the thefts typically occurred at houses at the time of delivery. In some cases, armed robberies took place in which the drivers were assaulted and their vehicles were stolen.

When a robbery takes place, time is ticking for the victims involved. "Licensees and applicants are reminded that the administrative rules require they notify the CRA and local law enforcement authorities within 24 hours of becoming aware of—or within 24 hours of when the licensees should have been aware of—the theft or loss of any product or criminal activity at the marijuana business," the CRA said in a press release.

"All suspicious activity should be reported to the CRA (using the form available here) and local law enforcement. Questions can be sent to the Cannabis Regulatory Agency Field Operations."

Licensees are also reminded to watch for and report suspicious activity to police and the

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## Not Just the Delivery Drivers are At Risk

Delivery drivers aren't the only ones being targeted by criminals. Just last November, the CRA said 117 break-ins took place at cannabis businesses from April through November 2022. Authorities also said that the incidents took place primarily at adult-use stores rather than medical cannabis dispensaries.

The CRA says the following tactics were common among break-ins: A suspect vehicle parked in the far reaches of the parking lot or across the street; use of a tool such as a hammer or crowbar to enter the back door; or suspects enter the business and take as much as they can and leave before authorities arrive. A majority of the break-ins took place between 12 a.m. and 7 a.m. throughout West Michigan this year, according to the CRA.

It's not just happening in Michigan, but in Oregon and Washington state as well. Earlier this year, about 30 robberies happened in a one-month span in Washington.

The surges in robberies at licensed cannabis shops and among delivery drivers adds to the urgency for a need for a bill such as the SAFE Banking Act. The SAFE Banking Act, which did not go as far legislatively as people initially suspected in 2022, would solve many of these problems.

"It makes absolutely no sense that legal businesses are being forced to operate entirely in cash, and it's dangerous—and sometimes even fatal—for employees behind the register," Washington Sen. Patty Murray said in a statement emailed to *The Associated Press*.

[cannabis delivery](#)[Cannabis Regulatory Agency](#)[Crime](#)[Michigan](#)[Midwest](#)[robbery](#)[SAFE Banking Act](#)**37**

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## TREASURY

# Treasury: Adult-Use Marijuana Payments Being Distributed to Michigan Municipalities and Counties; More Than \$59.5 Million Going to 224 Municipalities and Counties

February 28, 2023

[Ron Leix](#), Treasury, 517-335-2167

The Michigan Department of Treasury today announced that more than \$59.5 million is being distributed among 224 municipalities and counties as a part of the Michigan Regulation and Taxation of Marijuana Act.

Over the next few days, 81 cities, 26 villages, 53 townships and 64 counties will receive payments from the Marihuana Regulation Fund. For the state of Michigan's 2022 fiscal year, this means each eligible municipality and county will receive more than \$51,800 for every licensed retail store and microbusiness located within its jurisdiction.

"Municipalities and counties will begin seeing these payments appear in their banking accounts," State Treasurer Rachael Eubanks said. "Through a partnership, the dollars received from the adult-use marijuana taxes and fees are distributed to our participating communities."

Revenue was collected from 574 licensees among the state's cities, villages and townships during the 2022 fiscal year. Some of these municipalities host more than one licensed retail store and microbusiness.

For the 2022 state fiscal year, there was \$198.4 million available for distribution from the Marihuana Regulation Fund.

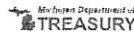
[State law outlines](#) how much is distributed from the Marihuana Regulation Fund.

Aside from the more than \$59.5 million in disbursements to municipalities and counties, \$69.4 million was sent to the School Aid Fund for K-12 education and another \$69.4 million to the Michigan Transportation Fund.

In total, more than \$1.8 billion in adult-use marijuana sales was reported for Fiscal Year 2022.

"The team at the CRA does an amazing job and our effective regulatory approach allows our licensees to provide Michigan's cannabis consumers the safest possible product," said CRA Executive Director Brian Hanna. "The funding that makes its way to local governments through the excise tax collected by licensed retailers is an important benefit of the regulated cannabis industry and the CRA is committed to doing our part in supporting our law-abiding licensees."

For more information about adult-use marijuana tax distributions - [including a breakdown of how much municipalities and counties received](#) - go to [Michigan.gov/RevenueSharing](https://Michigan.gov/RevenueSharing). To learn more about Michigan's adult-use marijuana industry, go to [Michigan.gov/cra](https://Michigan.gov/cra).



## **Treasury: Adult-Use Marijuana Payments Being Distributed to Michigan Municipalities and Counties; More Than \$59.5 Million Going to 224 Municipalities and Counties**

Copyright State of Michigan

## ADVISORY BULLETIN

January 17, 2023

### Increased Criminal Activity Against Marijuana Delivery Drivers

The Cannabis Regulatory Agency (CRA) is issuing this bulletin to notify marijuana businesses about an increase in criminal activity related to delivery drivers. In the months of December 2022 and January 2023, the CRA has identified a pattern in reported criminal activity related to delivery drivers, including the following:

- There have been 13 thefts of marijuana product from delivery drivers in the last six weeks. From the data we have, these occurred at the residential delivery addresses at the time of delivery.
- Some of these crimes have been armed robberies where product and vehicles have been stolen and the drivers assaulted.
- These incidents have occurred in the following areas: Ypsilanti, Ann Arbor, Lansing, Westland, Detroit, Ferndale, Hamtramck, Hazel Park, and Utica.

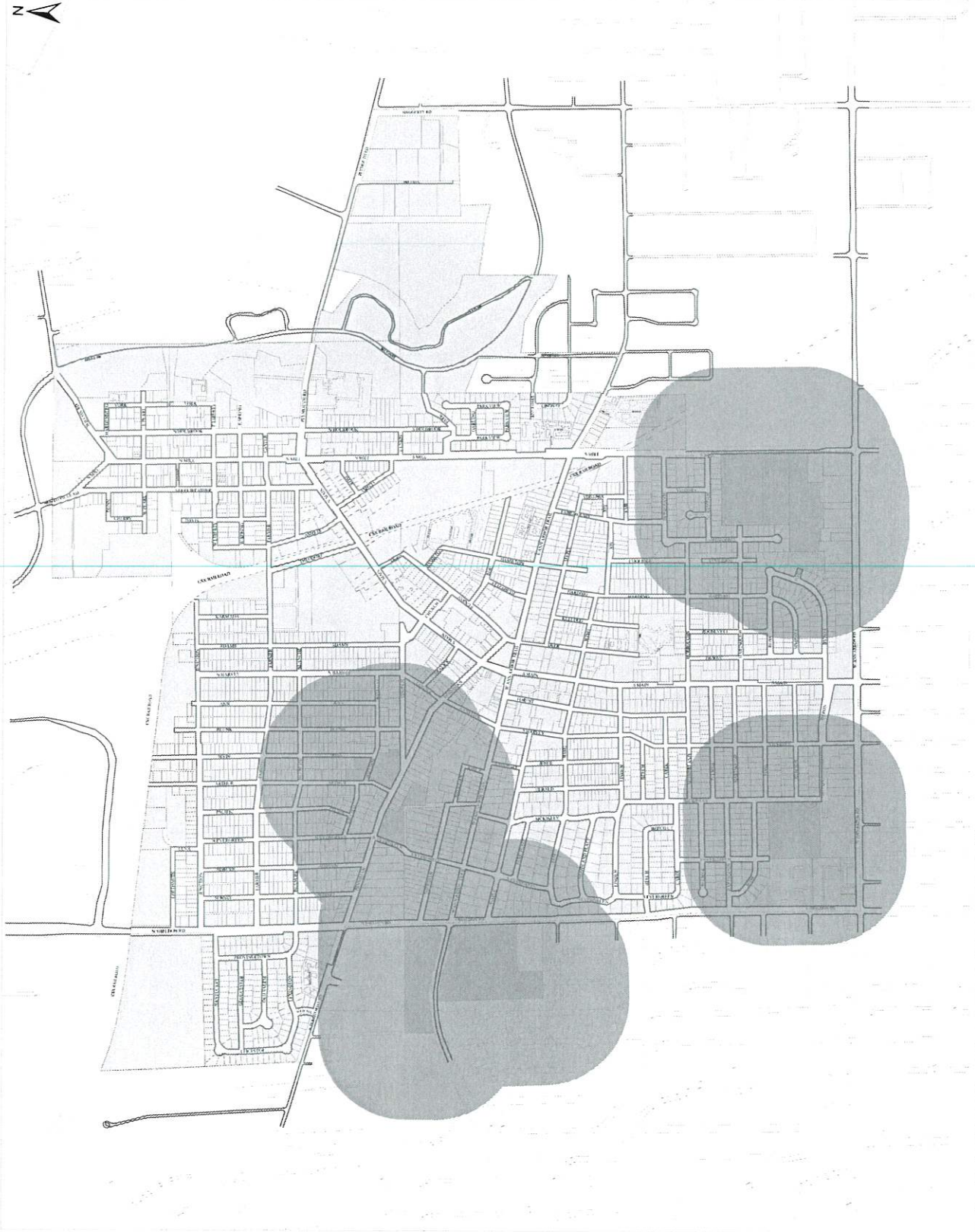
Licensees and applicants are reminded that the administrative rules require they notify the CRA and local law enforcement authorities within 24 hours of becoming aware of – or within 24 hours of when the licensees should have been aware of – the theft or loss of any product or criminal activity at the marijuana business.

All suspicious activity should be reported to the CRA (using the form available [here](#)) and local law enforcement. Questions can be sent to the Cannabis Regulatory Agency Field Operations Section at [CRA-Enforcement@michigan.gov](mailto:CRA-Enforcement@michigan.gov).

# 1000 FEET FROM SCHOOLS MAP



Areas within 1,000 ft of Schools



## 1,000 ft School Zones

City of Plymouth  
Wayne County, Michigan

Revision Date: Feb. 2017  
201 S. Main  
Plymouth, MI 48170  
Print Date: 2/23/17  
734-453-1234  
City of Plymouth GIS  
[www.ci.plymouth.mi.us](http://www.ci.plymouth.mi.us)





## Administrative Recommendation

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

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

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: S:\Manager\Sincock Files\Memorandum - Plymouth Cultural Center HUD Grant Locker Rooms - 03-20-23.docx  
Date: March 16, 2023  
RE: HUD Grant Funding Agreement – Cultural Center ADA Locker/Gender Equity Change Rooms

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### Background

The City Commission is aware that the city has received a federal grant for ADA projects at the Plymouth Cultural Center. This is phase 2 of the project, which will renovate the original (1972) four locker Rooms and referee room to make them ADA compliant and to provide a gender equity changing area.

The funds for this project have already been approved as a part of the federal budget. We are now at the step which requires us to adopt the HUD Community Project Funding Grant Agreement. This will then allow us to complete the paperwork to request funding from HUD.

The attached memorandum from Steve Anderson points out that all of the reports related to this project, along with the 14 separate environmental reviews, historical preservation compliance reviews and eventually the project funding are all directed thru the many HUD departments in one way or another.

### Recommendation

The City Administration recommends that the City Commission adopt the HUD Community Project Funding Grant Agreement to allow the Plymouth Cultural Center ADA projects to continue. We are on a tight timeline as we are moving to start construction on May 8<sup>th</sup>, once our ice is out for the spring/summer. The document has been reviewed by the City Attorney's office.

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



# CITY OF PLYMOUTH

www.plymouthmi.gov

Recreation Department  
Plymouth Cultural Center  
525 Farmer  
Plymouth, MI 48170

Phone 734-455-6620

## Memo

**To:** Paul Sincock, City Manager  
**From:** Steve Anderson, Recreation Director   
**CC:**  
**Date:** February 15, 2022  
**Re:** PCC Phase II ADA Compliance Project – HUD Grant Funding Agreement

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As you are aware, the City of Plymouth has received a \$400,000.00 Federal Grant for projects related to the Americans with Disabilities Act (ADA) at the Plymouth Cultural Center. This grant is called the Community Project Funding (CFP) Grant and it was approved during the 2022 Congressional budget year. The grant was submitted on our behalf by our former US Representative, Hailey Stevens. As you are also aware, US Representative Stevens, now serves a different congressional district due to redistricting in the 2022 election.

The CFP grant is administered by the Department of Housing and Urban Development (HUD). All reports, fourteen separate environmental reviews, historical preservation compliance review and eventually the project funding is directed thru the many HUD departments in one way or another.

Attached is the HUD Community Project Funding Grant Agreement which is one of the last steps for us to clear before we can start the process of filling out the paperwork to request funding from HUD. I would like to emphasize that if the City Commission gives its approval of this grant agreement, it is not finish line in the overall HUD process. It is more like getting to the mid-way point of running the Boston Marathon.

The City Attorney has reviewed the Grant Agreement as presented by HUD. After review, the City Attorney's only comment was to make us aware of the various Federal reporting requirements contained within the agreement.

We would like to recommend that the City Commission approve the attached "FY 2002 COMMUNITY PROJECT FUNDING GRANT AGREEMENT NO. B-22-CP-MI-0439" as the next step required to allow the City of Plymouth the ability to draw funding from the US Department of Housing and Urban Development.

If you have any questions, please feel free to contact me at any time.

**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-MI-0439**

**Grantee Name:** City of Plymouth

**Grantee Address:** 201 S. Main St. Plymouth, MI 48170

**Grantee's Unique Entity Identifier (UEI):** TJSLJK1TT7W1

**Grantee's Employer Identification Number (EIN):** 38-6004726

**Federal Award Identification Number (FAIN)** B-22-CP-MI-0439

**Assistance Listing Number and Name** 14.251 Economic Development Initiative,  
Community Project Funding, and Miscellaneous Grants

**Period of Performance/Budget Period Start Date** Date of grant obligation

**Period of Performance/Budget Period End Date** August 31, 2030

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Plymouth (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the Explanatory Statement for Division L of that Act, which was printed in the House section of the Congressional Record on March 9, 2022 (Explanatory Statement); and superseding provisions of the Consolidated Appropriations Act, 2023 (Public Law 117-328).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

**ARTICLE I. Definitions**

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

**ARTICLE II. Total Grant Amount**

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$400,000 available to the Grantee.

**ARTICLE III. Award-Specific Requirements**

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.



B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2022, the Explanatory Statement, and the Consolidated Appropriations Act, 2023 are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the later Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR art 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward, and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

#### **ARTICLE IV. General Federal Requirements**

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR art 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR art 58.

C. After Grantee's receipt of the Letter of Invitation for this grant, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed prior to the Letter of Invitation, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendment become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

#### **ARTICLE V. Drawdown Requirements**

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in

the document titled “Grant Award Instructions” that accompanies the Grant Agreement. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

D. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

E. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

F. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

G. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the grantee is advised to make its final request for payment under the grant no later than September 15, 2030.

## **ARTICLE VI. Program-Specific Reporting Requirements**

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement; the reasons why established goals were not met, if appropriate; and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

## **ARTICLE VII. Project Closeout**

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds. E. No

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

#### **ARTICLE VIII. Default**

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.



**ARTICLE IX. HUD Contact Information**

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

**This agreement is hereby executed on behalf of the Grantee and HUD as follows:**

**GRANTEE**

\_\_\_\_\_

(Name of Organization)

BY: \_\_\_\_\_

(Signature of Authorized Official)

\_\_\_\_\_

(Typed Name and Title of Authorized Official)

\_\_\_\_\_

(Date)

**HUD**

BY: \_\_\_\_\_

Robin J. Keegan,  
Deputy Assistant Secretary for Economic Development

\_\_\_\_\_

(Date)

**APPENDIX 1 – Project Narrative**

See next page for Project Narrative

## **FY2022 – Community Project Funding - Project Narrative**

**Grant Number: B-22-CP-MI-0439**

**Grant Amount: \$400,000.00**

### **Plymouth Cultural Center ADA Compliance Project-**

#### **City of Plymouth, Michigan, Wayne County, Michigan 11<sup>th</sup> District.**

The project is to update public user areas of the facility to achieve full ADA compliance. The building was built in 1972 and many of the public areas currently do not meet standard.

To meet ADA Compliance, parts of the building structure will need to be altered, plumbing will have to be moved within the current concrete slab of the building, all fixtures will need to be replaced, partition walls and corresponding tile will also need to be altered or replaced.

The areas that will need to be altered to meet ADA compliance will include:

- Locker rooms / associated bathrooms / changing rooms (original to the building - 1972)
- Sub-dividing of some public changing areas to accommodate ADA as well as equal opportunity multi-gender usage
- Officials / Coaches / Public Changing room (original to the building - 1972)

Bringing the facility into ADA compliance will allow for the Senior Citizens and other disabled citizens use the public facility with no hindrance. The Plymouth Cultural Center hosts hundreds of athletic events a year that brings all ages and thousands in attendance.

In addition, all the City of Plymouth Election Precincts are located at the building as well as hosting multiple Senior Citizen classes, recreational events and health clinics. The Cultural Center is also a frequent meeting location of the municipal City Commissions, Boards and other Local Civic Organizations.

**The City of Plymouth has no association with “lobbying organizations”.**

**APPENDIX 2 – Approved Budget**

See next page for Budget

**GENERAL LINE ITEM BUDGET / ESTIMATE**



Project Name: City of Plymouth, MI - Plymouth Cultural Center ADA Compliance Project  
 Grant Number: B-22-CP-MI-0439

Description	Quan.	U.P. Mat	U.P. Labor	U.P. Sub.	Material	Labor	Sub	Total
<b>Demo</b>	1			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FR/DR/HDW	11			\$100.00	\$0.00	\$0.00	\$1,100.00	\$1,100.00
Demo Furniture/Fix Items	21			\$29.00	\$0.00	\$0.00	\$609.00	\$609.00
Remove Ceilings	1596			\$3.00	\$0.00	\$0.00	\$4,788.00	\$4,788.00
Remove Flooring	1596			\$2.00	\$0.00	\$0.00	\$3,192.00	\$3,192.00
Demo CMU Walls	75			\$35.00	\$0.00	\$0.00	\$2,625.00	\$2,625.00
Misc. Steel Removal	1			\$500.00	\$0.00	\$0.00	\$500.00	\$500.00
Masonry Openings for New Doors	2			\$500.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00
Misc. Cut/Demo	1			\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00
Demo Ceramic Walls	110			\$5.50	\$0.00	\$0.00	\$605.00	\$605.00
<b>Concrete</b>	1				\$0.00	\$0.00	\$0.00	\$0.00
Sawcut and remove concrete	600			\$5.00	\$0.00	\$0.00	\$3,000.00	\$3,000.00
Replace Concrete	600			\$14.00	\$0.00	\$0.00	\$8,400.00	\$8,400.00
<b>Masonry</b>	1				\$0.00	\$0.00	\$0.00	\$0.00
Misc. Cut/Patch	1			\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00
CMU/Brick Infill	1			\$2,500.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00
Repair Openings/Masonry Ends	4			\$450.00	\$0.00	\$0.00	\$1,800.00	\$1,800.00
Tooth In Openings	5			\$1,250.00	\$0.00	\$0.00	\$6,250.00	\$6,250.00
Tooth In/Set Frames	2			\$1,750.00	\$0.00	\$0.00	\$3,500.00	\$3,500.00
8" CMU Walls Above Ceilings	80			\$250.00	\$0.00	\$0.00	\$20,000.00	\$20,000.00
Set Frames/Lintels New Walls	3			\$250.00	\$0.00	\$0.00	\$750.00	\$750.00
<b>Carpentry</b>	1				\$0.00	\$0.00	\$0.00	\$0.00
Frame Wall/ 2 Side Dense Glass	36			\$140.00	\$0.00	\$0.00	\$5,040.00	\$5,040.00
Frame Wall/One Side Dense Glass	95			\$90.00	\$0.00	\$0.00	\$8,550.00	\$8,550.00
Wall Insulation	1			\$500.00	\$0.00	\$0.00	\$500.00	\$500.00
Frame/High Impact Drywall Ceiling/Finish	1525			\$10.00	\$0.00	\$0.00	\$15,250.00	\$15,250.00
Set Frame/Door/Hdw.	3			\$350.00	\$0.00	\$0.00	\$1,050.00	\$1,050.00
Access Panel	4			\$250.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00
Set Door/Hdw.	7			\$200.00	\$0.00	\$0.00	\$1,400.00	\$1,400.00
<b>Millwork/Misc.</b>	1				\$0.00	\$0.00	\$0.00	\$0.00
Fire Extinguishers	3			\$250.00	\$0.00	\$0.00	\$750.00	\$750.00
Roofing	1			\$750.00	\$0.00	\$0.00	\$750.00	\$750.00
Wall Hooks	95			\$15.00	\$0.00	\$0.00	\$1,425.00	\$1,425.00
Benches	95			\$100.00	\$0.00	\$0.00	\$9,500.00	\$9,500.00
<b>Fr/Dr/Hdw</b>	1				\$0.00	\$0.00	\$0.00	\$0.00
3070 Metal Frame/Door/Hdw	6			\$1,500.00	\$0.00	\$0.00	\$9,000.00	\$9,000.00
3070 Replace Door/Hdw	2			\$900.00	\$0.00	\$0.00	\$1,800.00	\$1,800.00
Fr/Dr/Hdw- Partitions	2			\$1,500.00	\$0.00	\$0.00	\$3,000.00	\$3,000.00
<b>Painting</b>	1				\$0.00	\$0.00	\$0.00	\$0.00
Masonry Walls	3200			\$2.00	\$0.00	\$0.00	\$6,400.00	\$6,400.00
Ceilings	1525			\$1.50	\$0.00	\$0.00	\$2,287.50	\$2,287.50
Fr/Dr	10			\$150.00	\$0.00	\$0.00	\$1,500.00	\$1,500.00
<b>Flooring/Wall Tile</b>	1				\$0.00	\$0.00	\$0.00	\$0.00
Wall Tile	2000			\$15.00	\$0.00	\$0.00	\$30,000.00	\$30,000.00
Floor Ceramic Tile	140			\$18.00	\$0.00	\$0.00	\$2,520.00	\$2,520.00
Rubber Flooring	1381			\$19.00	\$0.00	\$0.00	\$26,239.00	\$26,239.00
Sealed Concrete	75			\$2.00	\$0.00	\$0.00	\$150.00	\$150.00
Vinyl Base	300			\$3.00	\$0.00	\$0.00	\$900.00	\$900.00
Solid Surface Thresholds	4			\$100.00	\$0.00	\$0.00	\$400.00	\$400.00
<b>Bathroom Accessories</b>	21			\$39.00	\$0.00	\$819.00	\$0.00	\$819.00
Reuse Paper Towel Dispenser- Labor Only	3			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Reuse Soap Dispenser- Labor Only	3			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Toilet Paper Dispensers	3			\$50.00	\$0.00	\$0.00	\$150.00	\$150.00
Grab Bars, 36, 42, vertical	9			\$85.00	\$0.00	\$0.00	\$765.00	\$765.00
24 x 42 Mirrors	3			\$350.00	\$0.00	\$0.00	\$1,050.00	\$1,050.00

<b>Plumbing</b>	<b>29</b>		<b>\$2,250.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$65,250.00</b>	<b>\$65,250.00</b>
Demo	15			\$0.00	\$0.00	\$0.00	\$0.00
UG Sant.	1			\$0.00	\$0.00	\$0.00	\$0.00
HW/CW	1			\$0.00	\$0.00	\$0.00	\$0.00
Hot Water Tank/Insta Hot	1			\$0.00	\$0.00	\$0.00	\$0.00
Lav Sinks	3			\$0.00	\$0.00	\$0.00	\$0.00
Toilets	3			\$0.00	\$0.00	\$0.00	\$0.00
Urinal	2			\$0.00	\$0.00	\$0.00	\$0.00
Showers	8			\$0.00	\$0.00	\$0.00	\$0.00
FD-1	7			\$0.00	\$0.00	\$0.00	\$0.00
Slop Sink	1			\$0.00	\$0.00	\$0.00	\$0.00
Insulation	1			\$0.00	\$0.00	\$0.00	\$0.00
<b>HVAC</b>	<b>1</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Demo	1		\$1,500.00	\$0.00	\$0.00	\$1,500.00	\$1,500.00
Grills/Diffusers	20		\$350.00	\$0.00	\$0.00	\$7,000.00	\$7,000.00
Xfans	2		\$3,500.00	\$0.00	\$0.00	\$7,000.00	\$7,000.00
Ductwork	3		\$2,500.00	\$0.00	\$0.00	\$7,500.00	\$7,500.00
<b>Electrical</b>	<b>1</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Demo	1		\$1,500.00	\$0.00	\$0.00	\$1,500.00	\$1,500.00
Lighting	25		\$350.00	\$0.00	\$0.00	\$8,750.00	\$8,750.00
Power to Exhaust/Hot Water Tank	4		\$500.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00
Switching/Motion Sensor	8		\$350.00	\$0.00	\$0.00	\$2,800.00	\$2,800.00
Outlets	12		\$350.00	\$0.00	\$0.00	\$4,200.00	\$4,200.00
Power Flush Valves/Faucets	10		\$350.00	\$0.00	\$0.00	\$3,500.00	\$3,500.00
Fire Alarm	1		\$2,500.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00
<b>TOTALS</b>				<b>\$0.00</b>	<b>\$819.00</b>	<b>\$307,495.50</b>	<b>\$308,314.50</b>
<b>Miscellaneous:</b>							
General Conditions 2%	1	\$2,500.00	\$2,500.00			Total Mat, Labor, Sub's	\$308,314.50
Permit/Bonding 2%	1	\$7,500.00	\$7,500.00			Miscellaneous	\$37,460.00
Supervision	220	\$78.00	\$17,160.00				
Laborer	100	\$62.00	\$6,200.00				
Equipment Rentals	0	\$1,500.00	\$0.00			Sub-Total	\$345,774.50
Final Cleaning	2	\$500.00	\$1,000.00			OH&P 10%	\$34,577.45
Architectural Drawings	0.5	\$500.00	\$250.00				
Dumpster	3	\$450.00	\$1,350.00			Sub-Total + Overhead &	\$380,351.95
Site Protection/ Traffic Control	1.5	\$1,000.00	\$1,500.00			Contingency (+/- 5%)	\$19,648.05
			Total	\$37,460.00			
<b>Alternates:</b>						Sub-Total + O.H. & Profit + Contingency	\$400,000.00
						<b>Total</b>	<b>\$400,000.00</b>
<b>Project Revenue / Funding</b>							
Project Name:	City of Plymouth, MI - Plymouth Cultural Center ADA Compliance Project						
Grant Number:	B-22-CP-MI-0439						
						Federal HUD - CFP Grant	\$ 400,000.00
						<b>Total Revenue / Funding</b>	<b>\$ 400,000.00</b>

**APPENDIX 3 – Grantee’s Indirect Cost Rate Information**

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
	%	
	%	

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

**APPENDIX 4 –**

**Award Term and Condition for Grantee Integrity and Performance Matters**

Reporting of Matters Related to Grantee Integrity and Performance

*1. General Reporting Requirement*

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

*2. Proceedings About Which Grantee Must Report*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;



(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### *3. Reporting Procedures*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

### *4. Reporting Frequency*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### *5. Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**APPENDIX 5 – Specific Award Conditions**  
NONE.

## APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and

b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

b. Whether an opportunity was provided for open competitive bidding or negotiation;

c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

*d.* Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

*e.* Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

*f.* Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

*g.* Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

## APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

*a. Provisions applicable to a grantee that is a private entity.*

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*b. Provision applicable to a grantee other than a private entity.*

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*c. Provisions applicable to any grantee.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

*d. Definitions. For purposes of this award term:*

1. “Employee” means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

RESOLUTION

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

WHEREAS The City of Plymouth has been designated to receive \$400,000 in federal designated Funding to make improvements to the Plymouth Cultural Center, and

WHEREAS These improvements are to renovate and make ADA compliant improvements to the Original referee, player locker rooms and toilet areas and to provide for gender Equity changing areas, and

WHEREAS The federal government is requiring that the city complete the HUD Community Project Funding Grant Agreement, known as FY2022 Community Project Funding Grant Agreement No. B-22-CP-MI-0439.

NOW THEREFORE BE IT RESOLVED THAT the City Commission hereby authorizes the adoption of FY2022 Community Project Funding Grant Agreement No. B-22-CP-MI-0439.





## Administrative Recommendation

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

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

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: S:\Manager\Sincock Files\Memorandum - Confirmation of Purchase of Dump Truck 03-20-23.docx  
Date: March 15, 2023  
RE: Confirmation of purchase of 4 X 4 Dump truck

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### Background

The City Commission will recall that on March 7<sup>th</sup> we informed them that we had obtained the ability to purchase a new small 4 X 4 dump truck complete from LaFontaine Automotive Group and their Ford group. We indicated that we would normally order the cab & chassis from one vendor and then order the dump box and other equipment from another vendor. The supply chain delays and availability of vehicles has been a constant problem for over two years. We have been working with dealerships around the state to "get on a list" to be able to purchase non-retail vehicles or vehicles for fleet sales. Obviously, retail sales are more profitable to dealers than fleet sales.

In the particular case, another governmental unit had ordered this vehicle and then backed out of the deal, which made it available to us. The issue was that we had to act quickly as there were private fleet purchasers as well as governmental units looking to purchase the vehicle. We were able to quickly issue the purchase order and process a check for the purchase of the truck.

We picked up the truck last week and we now need the City Commission to confirm the purchase.

### Recommendation

The City Administration recommends that the City Commission confirm the purchase of a new 2022 Ford F-550SD XL from the LaFontaine Automotive Group in the amount of \$89,010.00. The budget for this purchase is \$90,000.

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



## **Department of Municipal Services**

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

Date: March 15, 2023  
To: City Commission  
From: Chris S. Porman, Assistant City Manager/Director of Municipal Services  
Nick Johns, Operations Team Leader  
Re: Confirmation of Purchase of Small Dump Truck

### Background

On March 7, 2023, the City Commission was notified of the ability to purchase a small dump truck. Based on the lack of availability of fleet vehicles; especially medium and super duty trucks, emergency authorization was granted for the purchase, which will now need to be confirmed by the City Commission.

The truck that was purchased replaces a similar sized small dump truck, which is over 15 years old; having outlived its life expectancy by 5 years. This vehicle has been used in over 1,000 funerals at Riverside Cemetery; hauled numerous loads of sand, cold patch, salt, & various other materials; and has plowed snow for the past 15 years. Rust and other various signs of wear and tear from normal operations have started to surface on the vehicle, as well.

It should be noted that the MiDEAL program that we have used for years to purchase vehicles does not exist in the same format we were accustomed to using. Whereas the old version of the program awarded bid(s) to one or more dealers that met the specifications as well as the inventory, due to supply chain issues, the program is now using a pre-qualification program, where contracts are subject to second-tier competitive bid processes. What this means is that we are now required to find our own vehicles located on a dealer lot somewhere and then work with that dealer on competitive pricing. This allows us to receive the same terms, conditions, and prices as State government. It also provides us indirect savings related to writing specifications, researching industries, processing invitations to bid, recruiting a diverse pool of potential suppliers, and making awards.

The MiDEAL program is authorized by Michigan legislation and has been in existence since 1984, although this is the first time we have had this difficulty is obtaining any piece of equipment/vehicle.

Recommendation

It is my recommendation that the City Commission confirm the purchase of the 2022 Ford F 550 Fleet/Non-Retail 4WD Dump Truck from LaFontaine Ford Flushing, MI based on the Program for the purchase price of \$89,010.00. This item is covered in the budget and is listed on page 112. Should you have any questions, please feel free to contact us.

## Porman, Chris

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**From:** Sincock, Paul  
**Sent:** Tuesday, March 7, 2023 2:25 PM  
**To:** Group - Commission  
**Subject:** New DMS Vehicle

As you are aware, trying to obtain a small new dump truck, or pick up trucks is extremely difficult as there is a significant shortage of vehicles in the supply chain. We have our names "on the list" at several dealerships around the state in an effort to be able to obtain a vehicles to replace our fleet. We have the purchase of a small dump truck in this year's budget. We have \$90,000 in the budget for this purchase. Governmental pricing is extremely difficult to obtain in the current marketplace because manufacturers can sell the limited supply of vehicles at full retail price versus the discounted governmental rate.

We were notified today that LaFontaine Ford of Lansing has a small dump truck complete with dump box installed available at their dealership. Another municipality had ordered the vehicle and has since backed out of the deal prior to delivery. Since we were "on the list" they gave us a call to let us know that the vehicle was available, and did we want it or should they go to the next governmental entity on the list. Normally, we would have to purchase the cab/chassis from one vendor under a state contract and then send it out to outfitter, under a different state contract to have the dump box installed. This truck is complete and ready to go. The cost is \$89,010 which is under budget. We are able to obtain the vehicle on government pricing because the truck was originally ordered under a government contract.

We are going to issue the purchase order today to lock in our purchase of the truck before they offer it up to someone else. Under the current supply chain circumstances, we could expect from order to delivery to be about a year and half to two years. However, the window for ordering governmental pricing vehicles is basically non-existent. We found this same situation to be the case with the police vehicles several months ago and we were able to purchase three off the lot at a dealer in Grand Rapids.

We wanted to inform you that we are moving forward with the purchase of the truck, and we will have the Commission confirm the purchase at the next City Commission meeting.

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

PJS



# LAFONTAINE FORD OF FLUSHING

Date/Time: 3/3/2023 3:02:21 PM

2022 Ford Super Duty F-550 DRW XL 22ZC127



VIN: 1FDUF5HT9NDA26118  
 Odometer: 6  
 Color: Oxford White  
 Body Type: Regular Cab Chassis-Cab

MSRP/Retail	\$88,995.00
Family Deal Discount	0.00
Rebates	0.00
Family Deal Price	\$88,995.00
Doc Fee	0.00
Title & Licensing Fees	\$15.00
Total Taxes	0.00
Trade Allowance	0.00
Trade Payoff	0.00
Cash Down	0.00
Amount Financed	\$89,010.00

Payments are estimated based on credit approval, program eligibility and manager acceptance.

X \_\_\_\_\_  
 Customer Signature                      Date

X \_\_\_\_\_  
 Manager Signature                      Date

Capital Item	Req By	Account #	R N	Est Life	Dept Priority	Method of Funding	Dept Req Est Cost	Manager Revisions	Budgeted Cost
<b>EQUIPMENT FUND</b>									
Network Upgrades and Workstation Upgrades / Replacements	MIS	661-000	R	5	1	X	30,000	-	30,000
Police Cars (2) - Tahoe	POL	661-000	R	6	1	X	90,000	-	90,000
Police Car Modern Replacement (2)	POL	661-000	R	6	2	X	2,000	-	2,000
Medium Duty 4x4 Mini Dump w/Plow	MSD	661-000	N	10	1	X	90,000	-	90,000
Regular Cab Pick Up + Liffgate & Plow (2)	MSD	661-000	R	10	1	X	90,000	-	90,000
Portable 2-Way Radios	MSD	661-000	R	10	2	X	7,650	-	7,650
Backhoe w/Breaker	MSD	661-000	R	10	1	X	155,000	-	155,000
4'we Man Beissor Lift	REC	661-000	R	10	1	X	15,900	-	15,900
Equip Lease - Rosenbauer Fire Pumper	FIRE	661-000	R	20	1	X	161,000	-	161,000
Equip Lease - Zamboni 55ZAC	REC	661-000	R	15	1	X	18,930	-	18,930
Equip Lease - Swaploader	MSD	661-000	N	15	1	X	45,397	-	45,397
Equip Lease - Pumper Fire Truck	FIRE	661-000	R	10	1	X	41,023	-	41,023
Equip Lease - Tahoe (3)	POL	661-000	R	6	1	X	35,439	-	35,439
<b>EQUIPMENT FUND TOTAL</b>							<b>781,439</b>	<b>-</b>	<b>781,439</b>
<b>NON-GENERAL FUND TOTAL</b>							<b>8,889,314</b>	<b>(1,100,000)</b>	<b>7,789,314</b>
<b>GRAND TOTAL</b>							<b>11,731,614</b>	<b>(2,685,000)</b>	<b>9,046,614</b>

SUMMARY		2022	2023
GENERAL FUND TOTAL		2,842,300	(1,585,000)
MAJOR STREET FUND TOTAL		30,000	-
LOCAL STREET FUND TOTAL		30,000	-
2020 GO BOND CONSTRUCTION FUND TOTAL		1,791,875	-
RECREATION FUND TOTAL		1,855,000	(500,000)
PARKING FUND TOTAL		1,425,000	(600,000)
WASTE/RECYCLING FUND TOTAL		30,000	-
DDA OPER/CAP IMPROVEMENT FUNDS TOTAL		25,000	-
BUILDING / COMMUNITY DEV FUND TOTAL		-	-
DRUG ENFORCEMENT FUND TOTAL		1,000	-
OWI FORTIFURE FUND TOTAL		-	-
PUBLIC IMPROVEMENT FUND TOTAL		-	-
PARKING ACQ/ CONSTRUCTION FUNDS TOTAL		-	-
WATER / SEWER FUND TOTAL		2,920,000	-
EQUIPMENT FUND TOTAL		781,439	-
<b>GRAND TOTAL</b>		<b>11,731,614</b>	<b>(2,685,000)</b>
			<b>9,046,614</b>

RESOLUTION

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

WHEREAS The City of Plymouth operates an equipment fleet to help provide for the public health, Safety, and welfare; and

WHEREAS The City Commission authorized in the 2022 – 23 Budget the purchase of a medium Duty Dump Truck, and

WHEREAS The City was able to obtain a vehicle meeting the needs of the City from the LaFontaine Automotive Group and the City Administration did notify the City Commission That there was a brief window to obtain this vehicle and that they were going to Issue the purchase order for the vehicle.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby confirm the purchase of a new 2022 Fleet/non-retail Ford F550 4 Wheel Drive vehicle with a dump body and snowplow prep in the amount of \$89,010.00 from the LaFontaine Automotive Group. Expenses for this purchase are to be charged to the Equipment Fund.



## Administrative Recommendation

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

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

To: Mayor & City Commission  
 From: Paul J. Sincock, City Manager  
 CC: S:\Manager\Sincock Files\Memorandum - Authorization to purchase four vehicles for DMS - 03-20-23.docx  
 Date: March 16, 2023  
 RE: Purchase of vehicles for Municipal Services

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### Background

The City Commission will recall that on March 14th we informed them that we had obtained the ability to purchase additional vehicles from the LaFontaine Automotive Group – Commercial & Fleet sales. At that time we indicated that supply chain delays and availability of vehicles has been a constant problem for over two+ years. We have been working with dealerships around the state to “get on a list” to be able to purchase non-retail vehicles or vehicles for fleet sales. Obviously, retail sales are more profitable to dealers than fleet sales. The limited supply of fleet vehicles are going off the dealer lots as fast as they become available as governments across the state have been starved for vehicle replacements.

We are fortunate to have built a working relationship with the LaFontaine Commercial and Fleet Sales Division, with our ability to complete the previous dump truck transaction quickly. As a result of this relationship, they have been willing to place a hold on four additional vehicles until the City Commission has an opportunity to meet to discuss additional vehicle purchases.

At this time we are looking to purchase a total of four additional vehicles, two of them are in the current budget and two are scheduled to be in next budget year’s vehicle purchases. We are proposing to have the Equipment Fund purchase the following four vehicles:

- 2022 Ford F-450 Dump Truck \$85,226
  - 2023 Ford Transit 350 Utility Body \$80,034
  - 2022 Ford F-250 Truck Body \$69,515
  - 2022 Ford F-350 Pick Up Truck \$54,560
- Total Equipment Fund Purchase \$289,335



We have attached a memorandum from Chris Porman related to the purchase of the vehicles as well as the details of each vehicle. It should be noted that these new vehicles are replacing vehicles in the fleet that are 10 to 15 years old, there are no additional vehicles being added to our fleet.

In order to smooth out the impact to the Equipment Fund we are recommending that we finance the vehicles through Community Leasing Partners over a three year period. We have used Community Leasing Partners to finance a wide range of vehicles from our Vactor Truck, to the Zamboni, to Police Vehicles. This group specializes in financing municipal vehicles.

### **Recommendation**

The City Administration recommends that the City Commission authorize the purchase of four new vehicles from the LaFontaine Automotive Group in the amount of \$289,335.00. The vehicles to be purchased are:

- 2022 Ford F-450 Dump Truck                      \$85,226
- 2023 Ford Transit 350 Utility Body              \$80,034
- 2022 Ford F-250 Truck Body                    \$69,515
- 2022 Ford F-350 Pick Up Truck                \$54,560

Funding for this purchase should be from the Equipment Fund and financing for these purchases should be provided by Community Leasing Partners. We have financed several vehicles through this group as they specialize in municipal vehicle fleet financing.

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



## Department of Municipal Services

1231 Goldsmith Plymouth, MI 48170

734-453-7737 phone 734-455-1666 fax

Date: March 16, 2023  
To: City Commission  
From: Chris S. Porman, Assistant City Manager/Director of Municipal Services  
Nick Johns, Operations Team Leader  
Re: Purchase of Fleet Vehicles

### Background

Following the success of obtaining a small dump truck last week, we continued discussions on other vehicles that may be available. We were able to provide a list to the vendor and through some searching throughout their group, they were able to locate a utility van, another small dump truck, and two pick-up trucks from two different dealerships. On March 14, 2023, the City Commission was notified of the ability to purchase the above-mentioned vehicles.

In the City's 6-10 year capital improvement program, the two pick-up trucks are identified for the current budget year, while the utility van and the small dump truck (medium duty truck) are identified for the 2023/24 budget year. The inventory of fleet vehicles is minimal at best and the trucks that are available are purchased as fast as they become available. In addition, the pricing for fleet vehicles is continually increasing. We were fortunate that with our relationship with the LaFontaine Group, they agreed to "hold" them pending Commission action. If we did not build this relationship, those trucks would have already been sold to a private contractor and been off their lot prior to this writing.

The trucks we are looking to purchase are as follows:

2022 Ford F-450 Dump	\$85,226
2023 Ford Transit 350	\$80,034
2022 Ford F-250 Truck	\$69,515
2022 Ford F-350 Pickup	\$54,560
Total	\$289,335

The trucks these will be replacing have all outlived their life expectancies by numerous years. With the limited inventory over the past couple years as well as budget constraints, we are behind in our vehicle replacement schedule. The ability to purchase the vehicles we have planned for this year, as well as work ahead and purchase two that are planned for next year certainly improves the fleet significantly.

As noted in the memo related to the emergency purchase of a small dump truck, we are still using the MiDeal program, it's just a little different. We still see savings from MSRP, whereas the old version of the program awarded bid(s) to one or more dealers that met the specifications as well as the inventory. Due to supply chain issues, the program is now using a pre-qualification program, where contracts are subject to a second-tier competitive bid process. What this means is that we are now required to find our own vehicles located on a dealer lot somewhere and then work with that dealer on competitive pricing. This process still allows us to receive the same terms, conditions, and prices as State government. It also provides us indirect savings related to writing specifications, researching industries, processing invitations to bid, recruiting a diverse pool of potential suppliers, and making awards. The MiDEAL program is authorized by Michigan legislation and has been in existence since 1984, although this is the first time we have had this level of difficulty in obtaining any piece of equipment/vehicle.

### Recommendation

It is my recommendation that the City Commission approve the purchases of:

2022 Ford F-450 Regular Cab DRW 4x4 Air-Flo Pro-Class Dump Truck	\$85,226.00
2022 Ford F-350 Crew Cab SRW 4x4, Pick up	\$54,560.00
Total	\$139,786.00

from LaFontaine Ford of Lansing

AND

2023 Ford Transit 350 AWD, Knapheide Service Utility Van	\$80,034.00
2022 Ford F-250 Regular Cab SRW 4x4, Knapheide Service Truck	\$69,515.00
Total	\$149,549.00

From LaFontaine Ford of Birch Run

This item is covered in the capital budget plan (attached). Should you have any questions, please feel free to contact us.

## Porman, Chris

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**From:** Sincock, Paul  
**Sent:** Tuesday, March 14, 2023 1:53 PM  
**To:** Group - Commission  
**Subject:** Vehicles for DMS

As you are aware, DMS purchased a new dump truck last week and we have taken possession of the vehicle. That vehicle became available when another governmental unit turned it down. We purchased the vehicle through LaFontaine Commercial Fleet Group. The confirmation of that vehicle purchase will be on the City Commission agenda next Monday. Just like in the police department, we are behind on vehicle replacements due to Covid and supply chain issues, as a result we have been delaying the replacement of our vehicles.

Since we were able to complete the dump truck transaction so quickly, we seemed to have been "moved up the list" of fleet buyers who are interested in vehicles. I also think that the LaFontaine Dealership group would like to see the city driving vehicles purchased from LaFontaine, since they are completing the purchase of the Lou LaRiche Chevy dealership in the next couple of weeks. We are being offered five to six fleet in-stock vehicles. This would include pick up trucks and a specialized utility van (used in the water department). Some of the vehicles are scheduled in this budget year and some are planned for July 1. We have asked the Fleet Department at LaFontaine to put together the total package and our plan is to bring it to you on Monday night. With the difficulty in obtaining fleet vehicles, we would recommend obtaining the replacements sooner, rather than later. We are also seeing significant price increasing the longer we wait on purchasing vehicles.

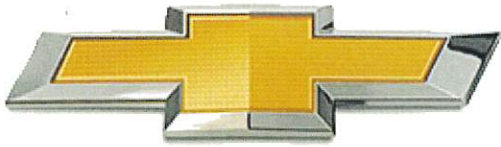
We are checking on the possibility of financing the vehicles, like we did with the police cars. We are looking at that information as well and if it works out, we may do that as well to avoid a big hit to the Equipment Fund. John Scanlon is working with the bank on that effort.

I just wanted to give you a heads up to give you information on our thinking and how we were trying to move forward in a positive direction for vehicle replacements.

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

PJS

Municipal Services Department		Year 2022 / 23	Year 2023 / 24	Year 2024 / 25	Year 2025 / 26	Year 2026 / 27	Year 2027 / 28	Year 2028 / 29
Item Description	Purchase Price	Purchase Price	Purchase Price	Purchase Price	Purchase Price	Purchase Price	Purchase Price	Purchase Price
661-290 ~ Equipment Administration								
Light Tower, Ingersoll Rand MY'02 (DMS 002)								
Air Compressor, Ingersoll Rand MY'05 (DMS 006)				\$50,000.00				
Reg. Cab Flat Bed+liffgate, GMC 2500 MY'08 (DMS 009)			\$60,000.00					
Reg. Cab Pick up+liffgate, GMC 2500 MY'05 (Replace w/Med Duty) (DMS 10)		\$85,000.00						
Bucket Truck, ETI/Ford 450 MY'14 (DMS 020)							\$140,000.00	
Street Sweeper, Johnston V21 MY'22 (DMS 027)							\$360,000.00	
2-3yd. Dump Truck+plow, GMC 3500 MY'08 (DMS 079)	\$ 90,000.00							
Single Axle Swaploader, Freightliner SD108 MY'20 (DMS 20-99)								
ATTACH - Swapload 1500gal Brine, Monroe MY'20 (DMS 20-99-B)								
ATTACH - Swaploader Leaf Vac Body (DMS 147)		\$100,000.00						
ATTACH - Swaploader Utility Job Box Water Dept. (DMS 20-99-T)								
Ext. Cab Pick up+cap, GMC 2500 MY'09 (DMS 102)	\$ 45,000.00							
Reg. Cab Pick up+cap, GMC 2500 MY'05 (DMS 103)	\$ 45,000.00							
Backhoe, CAT MY'98 (DMS 109)	\$ 155,000.00							
Ext. Cab Pick up+liffgate+plow, GMC 2500 MY'12 (DMS 111)				\$65,000.00				
Med. Duty Flat Bed, Ford 450 MY'18 (DMS 115)								
Chipper Truck, Arbotech/Ford 450 MY'14 (DMS 119)					\$90,000.00			
Reg. Cab 3yd. Dump Truck+plow, Ford 450 MY'14 (DMS 120)				\$95,000.00				
Salt Truck 8-10yd, GMC 8500 MY'09 (Replace w/ Swaploader) (DMS 121)			\$320,000.00					
Salt Truck 8-10yd, GMC 8500 MY'09 (Replace w/ Swaploader) (DMS 122)							\$320,000.00	
Garbage Truck, Leach/International MY'01 (DMS 125)		\$290,000.00						
Big Loader, CAT 930H MY'08 (DMS 127)								
Utility Van, GMC Savana 2500 MY'07 (DMS 130)		\$70,000.00						\$250,000.00
Stake Truck, GMC MY'02 (DMS 134)			\$100,000.00					
Reg. Cab Flat bed+plow+spread, GMC 2500 MY'12 (DMS 135)								\$ 60,000.00
Reg. Cab Pick up (DMS 136)							\$60,000.00	
Sewer Cleaner, Vector2100i/Freightliner 113SD MY'22 (DMS 22-137)					\$500,000.00			
Gator, John Deere MY'01 (DMS 139)			\$15,000.00					
Hi-Lo, Hyundai MY'02 (DMS 142)								
Brush Chipper, Bandit 1390 XP MY'15 (DMS 146)							\$80,000.00	
Brush Chipper, Bandit MY'00 (DMS 149)		\$80,000.00						
Valve Exercising Machine, Hurco SD800 MY'21 (DMS 150)								
Tahoe, Chevy MY'22 (DMS 22-301)								
ATTACH - Leaf Loader, Tink Claw MY'19 (DMS 401)								
Utility Trailer MY'88 (DMS TRL 2)			\$12,000.00					
Utility Trailer MY'88 (DMS TRL 4)						\$12,000.00		
Utility Trailer Arrowboard (DMS TRL5)				\$40,000.00				
Bandshell, Century Ind 36' SnowMaster MY'98 (DMS TRL 6)		\$200,000.00						
Landscape Trailer MY'88 (DMS TRL 7)							\$25,000.00	
Utility Trailer MY'88 (DMS TRL 11)						\$40,000.00		
Tilt Top Trailer, Trail King MY'18 (DMS TRL 12)								
Bleachers MY'17 (DMS TRL 14)								
Cold Patch/Hot Box (DMS TRL 15) (Replace - Crack Sealer (DMS 015))		\$30,000.00						
PA System Replacement				\$10,000.00				



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## 2022 Ford F-450 Regular Cab DRW 4x4, Air-Flo Pro-Class Dump Truck (Stock #22FC603)



Photos may be stock images.



Photos may be stock images.

Price \$87,211

Contact LaFontaine Ford  
Of Lansing for more info.

[\(517\) 715-4014 \(tel:+1-517-715-4014\)](tel:+1-517-715-4014)

Vehicle available NOW

### Vehicle Notes

2022 Ford F-450SD XL Oxford  
White PAYLOAD  
DOWNGRADE PACKAGE, F-  
450 SuperDuty XL DRW,  
Power Stroke 6.7L V8 DI 32V  
OHV Turbodiesel, 10-Speed  
Automatic, ...

### Body Details

Manufacturer

**Airflo**

Body Type

Dump Truck

Body Line

Pro-Class

## Chassis Details

Stock Number	22FC603
Stock Type	New
Year	2022
Make	Ford
Model	F-450
Class	4
Drive Train	4x4
Cab Type	Regular
Vehicle Trim	XL
Interior Color	Med Earth Gry Hd 40
Exterior Color Description	White
Engine Cylinder Count	8
Transmission Type	Automatic
Rear Wheels	Dual
Fuel Type	Diesel
Engine Make	Ford
Engine Size (L)	6.7
Horsepower	475
Brake Type	Hydraulic

Body Model	PCS-11-3
Body Material	Steel
Body Width	84"
Body Length	11'
Body Weight	1797
Body Capacity	4-5 Yard
Bulkhead Description	Bulkhead with Window
Cab Shield Size	1/4
Floor Description	10 Gauge Steel Floor
Floor Material	Steel
Floor Gauge	10
Hoist Style	Double Acting
Hoist Capacity	9 Ton
Mud Flaps Description	Mud Flaps
Side Description	Drop Sides
Side Height	17"
Tailgate Height	22"
Trailer Plug Type	7-Way
Hitch Description	2-5/16" Pintle Ball/Pintle Combo Hitch
Tarp Type	Manual

Tarp Description	Manual Tarp and Roller
Camera Description	Factory Backup Camera

## Pro-Class Features

### **Pro-Class Dump Body**

#### **Features:**

- Horizontal Lines and Gussets Have Smooth Rounded Corners for a Classy Modern Appearance
- Body Sides are Constructed of (2) Sheets of 10 ga Steel for Unsurpassed Strength and Durability
- Double Wall Sides Form a Fully Boxed Top Rail and Include 45° Sloped, Dirt Shedding Subrails
- The 94" Wide Body is Fully Welded and Made of 10 ga Steel Throughout
- Exclusive Quick-Latch® Tailgate Latching System Makes Tailgate Operations Simple and Easy
- The Body Understructure is Built with 3" Structural Steel Channels Spaced Every 12" and Supported by 5" Structural Channel Longitudinals
- High Lift Capacity Scissor Hoist with Factory Installed Body Prop is Standard Equipment



## Vehicle Options

GVWR: 16,000 lb Payload Package, Order Code 650A, Snow Plow Prep Package, XL Value Package, 4 Speakers, AM/FM radio, AM/FM Stereo w/MP3 Player, SYNC Communications & Entertainment System, Air Conditioning, 110V/400W Outlet, Power steering, Steering wheel mounted audio controls, Traction control, 4-Wheel Disc Brakes, ABS brakes, Dual front impact airbags, Dual front side impact airbags, Emergency communication system: 911 Assist, Front anti-roll bar, Overhead airbag, Passenger cancellable airbag, Rear anti-roll bar, Brake assist, Delay-off headlights, Fully automatic headlights, Steering Wheel-Mounted Cruise Control, Dual rear wheels, 332 Amp Alternators, Platform Running Boards, Transmission Power Take-Off Provision, Compass, Front reading lights, Outside temperature display, Passenger vanity mirror, Tachometer, Telescoping steering wheel, Tilt steering wheel, Trip computer, HD Vinyl 40/20/40 Split Bench Seat, Front Center Armrest w/Storage, Wheels: 19.5" x 6" Argent Painted Steel, Variably intermittent wipers, Limited Slip w/4.30 Axle Ratio, PAYLOAD DOWNGRADE PACKAGE



Date/Time: 3/15/2023 10:53:57 AM

Buyer: Nick Johns  
Cell Phone: (734) 453-7737  
Address: 201 S main St  
Plymouth, MI 48170

Salesperson: Kendahl Selkow

2022 Ford Super Duty F-450 DRW XL 22FC603



VIN: 1FDTF4HT8NDA25368  
Odometer: 5  
Color: Oxford White  
Body Type: Regular Cab Chassis-Cab

MSRP/Retail	\$87,211.00
Family Deal Discount	\$2,000.00
Family Deal Price	\$85,211.00
Rebate	0.00
Documentation Fees	0.00
Title & Reg Fees	\$15.00
Total Taxes	0.00
Accessories	0.00
Trade Allowance	0.00
Trade Payoff	0.00
Cash Down	0.00
Amount Financed	\$85,226.00

Payments are estimates based on credit approval, program eligibility, and manager acceptance.

X \_\_\_\_\_  
Customer Signature                      Date

X \_\_\_\_\_  
Manager Signature                      Date



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## 2023 Ford Transit 350 AWD, Knapheide Service Utility Van (Stock #23DC056)



Photos may be stock images.



Photos may be stock images.

Price \$79,995

Contact LaFontaine Ford of Birch Run for more info.

[\(810\) 255-5104](tel:(810)255-5104) (tel: +1-810-255-5104)

Vehicle available NOW

### Vehicle Notes

2023 Transit-350 AWD  
EcoBoost 3.5L V6 GTDi  
DOHC 24V Twin  
Turbocharged, 10-Speed  
Automatic with Overdrive,  
AWD, Oxford White, Dk  
Palazzo Gry Cloth, AM/ ...

### Body Details

Manufacturer

**KNAPHEIDE**  
SINCE 1848

## Chassis Details

Stock Number	23DC056
Stock Type	New
Year	2023
Make	Ford
Model	Transit 350
Class	2
Drive Train	AWD
Vehicle Trim	Base
Interior Color	Dk Palazzo Gry
Exterior Color Description	White
Engine Cylinder Count	6
Transmission Type	Automatic
Fuel Type	Gasoline
Engine Make	Ford
Engine Model	EcoBoost
Engine Size (L)	3.5
Brake Type	Hydraulic

## Vehicle Options

Interior Upgrade Package, Order Code 501A, 4 Speakers, AM/FM radio, AM/FM Stereo, Radio: AM/FM Stereo w/SYNC 4, Air Conditioning, 110V/400W Power Outlet, Power steering, Power windows, Remote keyless entry, Steering wheel mounted audio controls, 4-Wheel Disc Brakes, ABS brakes, Dual front impact airbags, Dual front side impact airbags, Front anti-roll bar, Front wheel independent suspension, Low tire pressure warning, Occupant sensing airbag, Overhead airbag, Passenger cancellable airbag, Brake assist, Electronic Stability Control, Auto High-beam Headlights, Delay-off

headlights, Front Fog Lamps, Fully automatic headlights, Panic alarm, Cruise Control, Auto Start-Stop Removal, Dual AGM Batteries (70 Amp-hr Each), Enhanced Frontal Area Limitation 1, Long-Arm Manual-Folding Heated Power Adjust Mirrors, Wiper Activated Headlamps, Driver door bin, Front Overhead Shelf, Front reading lights, Illuminated entry, Illuminated Vinyl-Trimmed Sun Visors, Large Center Console, Modified Vehicle Wiring System, Rear Video Camera & Prep Kit, Tachometer, Telescoping steering wheel, Tilt steering wheel, Dark Palazzo Gray Cloth Bucket Seats, Dark Palazzo Gray Vinyl Bucket Seats, Driver's Seat Mounted Armrest, Front Bucket Seats, Vinyl Front Bucket Seats, Passenger door bin, Tow/Haul Mode w/Trailer Wiring Provisions, Trailer Brake Controller, Wheels: 16" Silver Steel w/Silver Hubcaps, Rain sensing wipers, Variably intermittent wipers, 3.73 Limited-Slip Axle Ratio, 4.10 Limited Slip Axle Ratio



# Purchase Agreement

Jerry Kinne  
 LaFontaine Ford of Birch Run  
 11661 N Beyer Rd  
 Birch Run, MI 48415

Buyer	Co-Buyer	Vehicle
City of Plymouth Nick Johns 201 S Main Plymouth, MI 48170		2023 Ford Transit Cutaway Base VIN: 1FDBW7PG9PKA26447 Stock #: 23DC056 Mileage: 5 Color: Oxford White

Purchase Details	
Sales Price:	\$79,995.00
Accessories:	\$0.00
Service Contract:	\$0.00
GAP:	\$0.00
Title & Reg Fees:	\$39.00
Documentation Fees:	\$0.00
Total Taxes:	\$0.00
<b>Total Sales Price:</b>	<b>\$80,034.00</b>
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
<b>Cash Price:</b>	<b>\$80,034.00</b>

X  
 \_\_\_\_\_  
 Customer Signature

X  
 \_\_\_\_\_  
 Manager Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

Disclaimer:

Printed 3/15/23 2:44 PM

Payments are estimates based on credit approval, program eligibility, and manager acceptance.



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## 2022 Ford F-250 Regular Cab SRW 4x4, Knapheide Service Truck (Stock #22DC253)



Photos may be stock images.



Photos may be stock images.

### Vehicle Notes

2022 F-250SD XL 4WD F-250  
SuperDuty XL, 6.2L V8 EFI  
SOHC 16V Flex Fuel, 6-Speed  
Automatic, 4WD, Oxford  
White, Medium Earth Gray  
Vinyl, Brake assist, C ...

### Body Details

Manufacturer	<b>KNAPHEIDE</b> SINCE 1848
Body Type	Service Truck
Has Snowplow	Yes

List Price	\$70,215
Sale Discount	- \$715
SALE Price:	\$69,500
Total Savings	\$715

Contact LaFontaine Ford of Birch Run for more info.

[\(810\) 255-5104 \(tel:+1-810-255-5104\)](tel:(810)255-5104)

Vehicle available NOW

## Chassis Details

Stock Number	22DC253
Stock Type	New
Year	2022
Make	Ford
Model	F-250
Class	2
Drive Train	4x4
Cab Type	Regular
Vehicle Trim	XL
Interior Color	Medium Earth Gray
Exterior Color Description	White
Engine Cylinder Count	8
Transmission Type	Automatic
Rear Wheels	Single
Fuel Type	Flex Fuel
Engine Make	Ford
Engine Size (L)	6.2
Horsepower	385
Brake Type	Hydraulic

## Vehicle Options

GVWR: 10800 lb Payload Package, GVWR: 12,000 lb Payload Package, Power Equipment Group, Snow Plow Prep Package, XL Value Package, 4G LTE Wi-Fi Hotspot Removal, Air Conditioning, Power Front Seat Windows, Power Locks, Power steering, Remote Keyless Entry, Steering wheel mounted



audio controls, Traction control, 4-Wheel Disc Brakes, ABS brakes, Chrome Front Bumper, Dual front impact airbags, Dual front side impact airbags, Front anti-roll bar, Low tire pressure warning, Overhead airbag, Passenger cancellable airbag, Power Tailgate Lock, Brake assist, Electronic Stability Control, Exterior Parking Camera Rear, Delay-off headlights, Fully automatic headlights, Advanced Security Pack, Advanced Security Pack Inclination Sensor Removal, Steering Wheel-Mounted Cruise Control, 200 Amp Alternator, Chrome Rear Step Bumper, Front License Plate Bracket, Platform Running Boards, Rear step bumper, Compass, Front reading lights, Outside temperature display, Passenger vanity mirror, Rear View Camera & Prep Kit, Tachometer, Telescoping steering wheel, Tilt steering wheel, Trip computer, Upfitter Switches (6), Front Center Armrest w/Storage, Trailer Tow Mirrors w/Power Heated Glass, Bright Chrome Hub Covers & Center Ornaments, Variably intermittent wipers, 3.73 Axle Ratio, Electronic-Locking w/3.73 Axle Ratio



Date/Time: 3/14/2023 10:22:57 AM

Buyer: Nick Johns  
Home Phone: (734) 787-7576  
Address: 1231 Goldsmith  
Plymouth, MI 48170

Salesperson: Martin Spees

2022 Ford Super Duty F-250 SRW XL 22DC253



VIN: 1FDBF2B64NEG36849  
Odometer: 5  
Color: Oxford White  
Body Type: Regular Cab Pickup

### Purchase

Family Deal Price	\$69,500.00
Rebate	0.00
Documentation Fees	0.00
Title & Reg Fee	\$15.00
Total Taxes	0.00
Accessories	0.00
Trade Allowance	0.00
Trade Payoff	0.00
Cash Down	0.00
Amount Financed	\$69,515.00

	1 Mo
\$0	\$69515.00

Payments are estimates based on credit approval, program eligibility, and manager acceptance.

X \_\_\_\_\_  
Customer Signature                      Date

X \_\_\_\_\_  
Manager Signature                      Date



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## 2022 Ford F-350 Crew Cab SRW 4x4, Pickup (Stock #22FC556)



Photos may be stock images.



Photos may be stock images.

Price \$57,545

Contact LaFontaine Ford Of Lansing for more info.

[\(517\) 715-4014 \(tel:+1-517-715-4014\)](tel:(517)715-4014)

Vehicle available NOW

### Vehicle Notes

2022 Ford F-350SD XL 4D  
Crew Cab Oxford White F-350  
SuperDuty XL, 4D Crew Cab,  
7.3L V8 PFI SOHC 16V  
Federal 385hp, 10-Speed  
Automatic, 4WD, Oxford Whi

...

### Body Details

## Chassis Details

Stock Number	22FC556
Stock Type	New
Year	2022
Make	Ford
Model	F-350
Class	3
Drive Train	4x4
Cab Type	Crew
Vehicle Trim	XL
Interior Color	Medium Earth Gray
Exterior Color Description	White
Engine Cylinder Count	8
Transmission Type	Automatic
Rear Wheels	Single
Fuel Type	Gasoline
Engine Make	Ford
Engine Size (L)	7.3
Brake Type	Hydraulic

## Vehicle Options

FX4 Off-Road Package, GVWR: 11,300 lb Payload Package, Order Code 610A, Snow Plow Prep Package, XL Value Package, Air Conditioning, Power steering, Steering wheel mounted audio controls, Off-Road Specifically Tuned Shock Absorbers, Traction control, 4-Wheel Disc Brakes, ABS brakes, Chrome Front Bumper, Dual front impact airbags, Dual front side impact airbags, Front anti-roll bar, Low tire pressure warning, Overhead airbag, Brake assist, Electronic Stability Control, Exterior Parking

Camera Rear, Hill Descent Control, Delay-off headlights, Fully automatic headlights, Steering Wheel-Mounted Cruise Control, Chrome Rear Step Bumper, LED Roof Clearance Lights, Platform Running Boards, Rear step bumper, Unique FX4 Off-Road Box Decal, Compass, Front reading lights, Outside temperature display, Overhead console, Passenger vanity mirror, Rear reading lights, Tachometer, Telescoping steering wheel, Tilt steering wheel, Trip computer, HD Vinyl 40/20/40 Split Bench Seat, Split folding rear seat, Trailer Brake Controller, 18" Argent Painted Steel Wheels, Variably intermittent wipers, Electronic-Locking w/3.73 Axle Ratio



Date/Time: 3/15/2023 10:04:47 AM

Buyer: Nick Johns  
Cell Phone: (734) 453-7737  
Address: 201 S main St  
Plymouth, MI 48170

Salesperson: Kendahl Selkow

2022 Ford Super Duty F-350 SRW XL 22FC553



VIN: 1FT8W3BNXNEF79052  
Color: Oxford White  
Body Type: Crew Cab Pickup

MSRP/Retail	\$57,545.00
Family Deal Discount	\$3,000.00
Family Deal Price	\$54,545.00
Rebate	0.00
Documentation Fees	0.00
Title & Reg Fees	\$15.00
Total Taxes	0.00
Accessories	0.00
Trade Allowance	0.00
Trade Payoff	0.00
Cash Down	0.00
Amount Financed	\$54,560.00

Payments are estimates based on credit approval, program eligibility, and manager acceptance.

X \_\_\_\_\_  
Customer Signature                      Date

X \_\_\_\_\_  
Manager Signature                      Date

## **RESOLUTION**

- WHEREAS The City of Plymouth operates an equipment fleet to help protect the public health, safety, and welfare; and
- WHEREAS The City Commission determined that a Medium Duty Dump Truck, two pick up trucks, and a utility van were pieces of equipment that would be included in the Capital Improvement plan; and
- WHEREAS The City Administration obtained pricing based on the MiDEAL Purchasing Program, which the city has used for previous vehicle purchasing; and
- WHEREAS The City Administration and staff are recommending the purchase of a 2022 Ford F-450 Regular Cab DRW 4x4 Air-Flo Pro-Class Dump Truck, and a 2022 Ford F-350 Crew Cab SRW 4x4, Pick up, from LaFontaine Ford of Lansing; and
- WHEREAS The City Administration and staff are recommending the purchase of a 2023 Ford Transit 350 AWD, Knapheide Service Utility Van, and a 2022 Ford F-250 Regular Cab SRW 4x4, Knapheide Service Truck, from LaFontaine Ford of Birch Run.

---

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of a 2022 Ford F-450 Regular Cab DRW 4x4 Air-Flo Pro-Class Dump Truck for \$85,226.00 and a 2022 Ford F-350 Crew Cab SRW 4x4, Pick up for \$54,560.00 for a total of \$139,786.00 from LaFontaine Ford of Lansing and the expense is to be charged to the Equipment Fund.

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of a 2023 Ford Transit 350 AWD, Knapheide Service Utility Van for \$80,034.00 and a 2022 Ford F-250 Regular Cab SRW 4x4, Knapheide Service Truck for \$69,515.00 for a total of \$149,549.00 from LaFontaine Ford of Birch Run and the expense is to be charged to the Equipment Fund.

BE IT STILL FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the City Administration to seek and complete financing of these vehicles through Community Leasing Partners.



## 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 - Authorize Purchase of Solar Arrow Board 03-20-23.docx  
Date: March 15, 2023  
RE: Authorization of Purchase Traffic Arrow Board Trailer

---

### Background

The City has plans to purchase a variety of traffic control barricades every year. These purchases are included on page 111 of the current year budget. We have also attached a copy of that page in the budget for reference.

We are requesting authorization to purchase a solar powered Traffic Arrow Board. We use this equipment on water main breaks where traffic lane shifts are required. We have a current arrow board that was originally purchased in the late 1980's and currently does not operate.

The new unit would be purchased through the MiDeal Extended Purchasing Program. The total cost of the unit is \$5,475 from Truck and Trailer Specialties of Howell, Michigan. Funding for this purchase is covered in account 592-000-149.000, Water and Sewer Fund.

### Recommendation

The City Administration recommends that the City Commission authorize the purchase of Wanco folding Solar Arrow Board. The purchase would be through the MiDeal State Purchasing Program in the amount of \$5,475.00 from Truck and Trailer Specialties of Howell. Funding for this purchase would be authorized from the Water and Sewer Fund.

We have attached a proposed Resolution for the City Commission to consider regarding this matter. If you have any questions, please feel free to contact me.





## **Department of Municipal Services**

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

Date: March 15, 2023  
To: Paul J. Sincock, City Manager  
Chris Porman, Asst. City Manager  
From: Nick Johns, Operations Team Leader  
Re: Purchase of Traffic Arrow Board Trailer

### **Background:**

In the 2022-23 FY Budget, the City had planned for purchasing of traffic control barricades. With changes to the patio dining program over the past couple year(s), the previously used water filled barricades that were planned are not anticipated to be continue to be purchased. We have looked at other options available to us and one option available would be to replace our Arrow Board.

The current Arrow board is from the 1980s and has far surpassed its life expectancy. Multiple repairs have been made over the years. Originally, it was diesel powered, then battery powered, then more recently, we added a solar charger to keep the batteries charged. Almost 40 years or use has rendered the arrow board inoperable with parts being nearly impossible to find.

The new trailer will be purchased through the MiDEAL Extended Purchasing Program. Even though many vehicles, trucks, etc. are not in enough supply and the MiDeal program was altered, there were no changes with this potential purchase. This allows us to receive the same terms, conditions, and prices as State government.

### **Recommendation:**

In summary, we would seek approval from the City Commission in the amount of \$5,475 for the purchase of Wanco Folding -Frame Solar Arrow board Trailer model number WTSP55-LSA SDT800 From Truck And Trailer Specialties Howell Michigan. Funding for this purchase comes from 592-000-149.000

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

March 1, 2023

City of Plymouth  
1231 Goldsmith, Plymouth, MI 48170  
Attn: Nick Johns, ph: (734) 787-7576



State Contract Hyperlink No: [071B7700086](#)

Equipment Quotation utilizing the state contract awarded to Truck & Trailer Specialties, Inc.

**Folding-Frame Solar 15-Light Arrowboard Trailer:**

WANCO brand, model# WTSP55-LSA  
Display size: 48" x 96"  
15-light LED folding flashing and sequential LED arrow board trailer (meets MDOT specification)  
Solar-charging system features solid state voltage regulator & charge indicator  
55-watt solar panel array, sufficient for 365 days/year operation  
Features (2) two 12-volt DC, leak- and spill-proof valve-regulated lead acid batteries  
Arrow display has automatic dimming  
Heavy-duty hand-winch with safety brake allows one person to raise board  
Weather-resistant control box cover has lockable slam-latch  
Single-locking device holds arrowboard in place while operating & transport  
Stabilizer legs raise tires off the ground to provide stability in high wind  
Heavy-duty bolt-on HDPE fenders  
Meets MUTCD Type C specification & NTPEP tested  
Includes 4-way flat plug  
Includes lunette ring for 2.5" pintle hitch (replaces standard 2" ball hitch)

**Delivered pricing: \$5,475.00 each**

Manufacturer warranty offering 5 years on structural and electronics, 4 years prorated on batteries.

**Payment Terms:** Net 30. Pricing effective for 30 days.

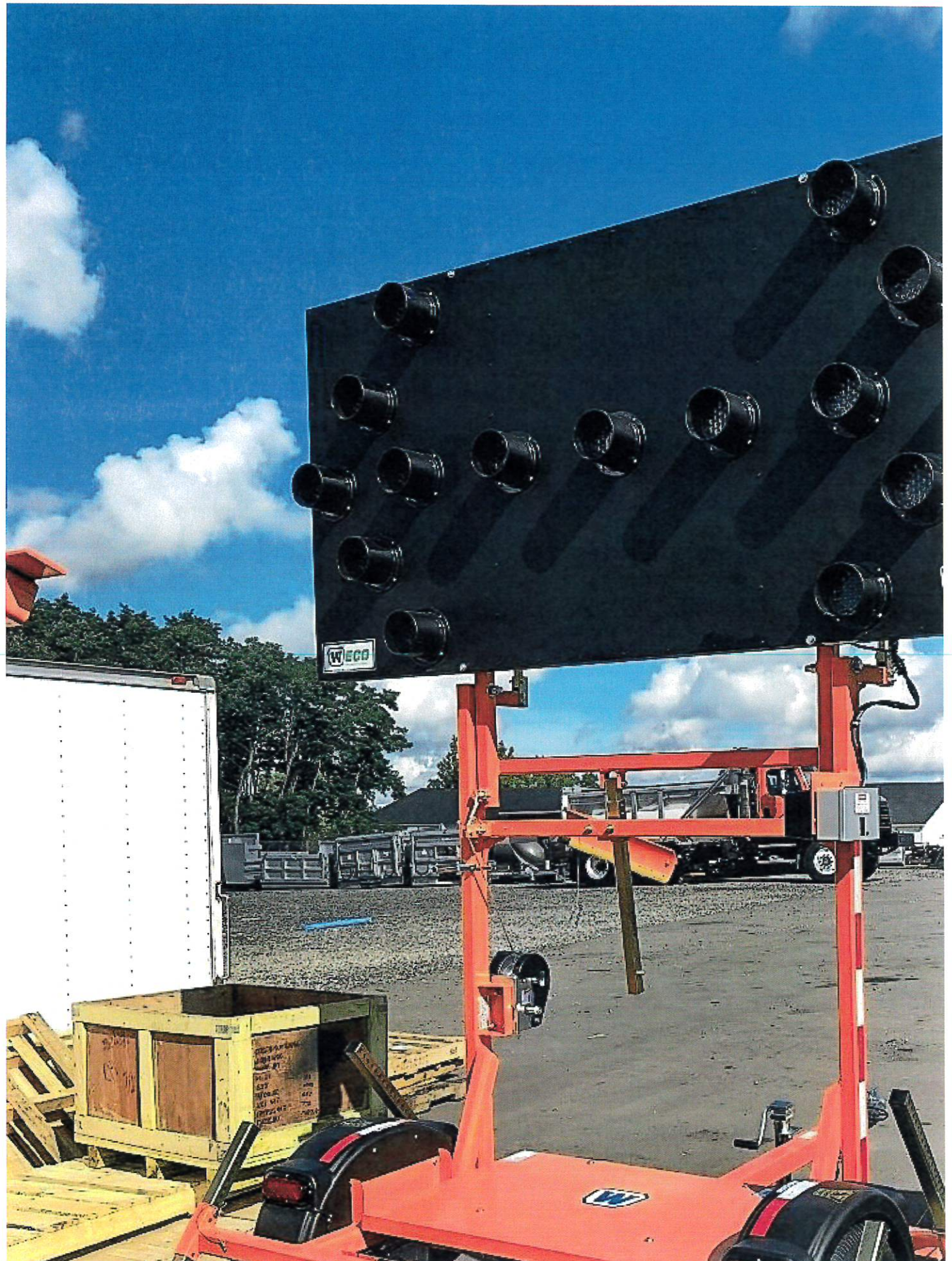
**FOB:** City of Plymouth

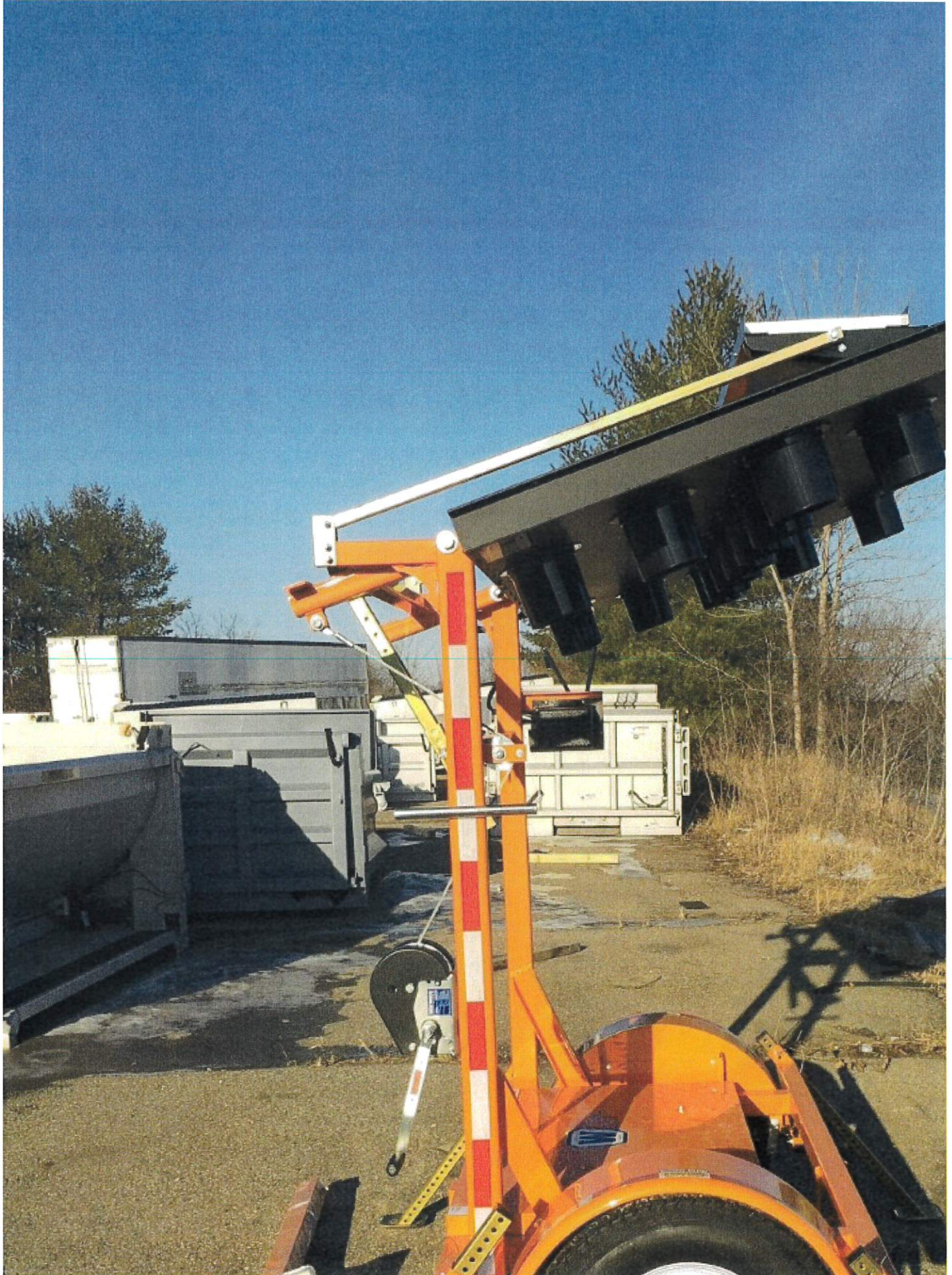
**Delivery:** 3-4 weeks ARO

**Thank you for the opportunity to quote.**

Respectfully submitted by,  
Jon Luea/Mike Bouwman









Capital Item	Req By	Account #	R N	Est Life	Dept Priority	Method of Funding	Method of Funding	Dept Req Est Cost	Manager Revisions	Budgeted Cost
						Approp	Bonds			
<b>SOLID WASTE FUND</b>										
Replacement Carts	MSD	226-521	R	10	1	X		25,000	-	25,000
Replacement Trash Cans - Parks	MSD	226-521	R	10	2	X		5,000	-	5,000
<b>WASTE / RECYCLING FUND TOTAL</b>								<b>30,000</b>	<b>-</b>	<b>30,000</b>
<b>DDA OPER / CAP IMPROVEMENT FUNDS</b>										
Miscellaneous DDA District repairs	DDA	494-290	R	5	1	X		25,000	-	25,000
<b>DDA OPER / CAP IMP FUND TOTAL</b>								<b>25,000</b>	<b>-</b>	<b>25,000</b>
<b>DRUG ENFORCEMENT FUND</b>										
Drug Enforcement Equipment	POL	265-301	N	5	1	X		1,000	-	1,000
<b>DRUG ENFORCEMENT FUND TOTAL</b>								<b>1,000</b>	<b>-</b>	<b>1,000</b>
<b>WATER &amp; SEWER FUND</b>										
Water Utility Engineering	MSD	560-588	R	50	1		X	86,250	-	86,250
Water Utility Construction	MSD	560-588	R	50	1		X	431,250	-	431,250
Sewer Utility Engineering	MSD	560-589	R	50	1		X	28,750	-	28,750
Sewer Utility Construction	MSD	560-589	R	50	1		X	143,750	-	143,750
Residential Water Meter Replacements	MSD	592-000	R	15	1		X	2,200,000	-	2,200,000
Traffic Control Barricades	MSD	592-000	R,N	4	1	X		15,000	-	15,000
Crowd Control Barricades	MSD	592-000	R,N	4	1	X		15,000	-	15,000
<b>WATER / SEWER FUND TOTAL</b>								<b>2,920,000</b>	<b>-</b>	<b>2,920,000</b>

RESOLUTION

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

WHEREAS The City of Plymouth operates a water and sewer system to help protect the public Health, safety, and welfare, and

WHEREAS At times the City's Department of Municipal Services is required to make repairs to The utility systems in the public right of way and there is a need for traffic control Devices, and

WHEREAS One such device is a Wanco Folding Frame Solar Arrow Board and the City is able To purchase this unit through the State of Michigan cooperative purchasing program Called MiDeal.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of a Wanco Folding Frame Solar Arrow Board through the MiDeal purchasing program in the amount of \$5,475.00. The purchase is authorized from Truck and Trailer Specialties of Howell, Michigan. Funding for the purchase is authorized from the Water & Sewer Fund.





## Administrative Recommendation

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

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

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: S:\Manager\Sincock Files\Memorandum - Authorization to Hire Recreation Department - Zamboni Driver 03-20-23.docx  
Date: March 16, 2023  
RE: Authorization to Hire – Recreation Department

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### Background

The Recreation Department was notified this week that their full-time Building Maintenance/Zamboni Driver will be leaving his employment with the City. This employee would typically work nights/weekends and provide the coverage opposite of Ron Basse. He turned in his two-week notice on Thursday. This position critical to the success of their operations as the building is open seven days a week, upwards of 16 hours a day.

Once the current employee departs, we will fill in by adjusting schedules and supplement with some trained DMS Staff as well as Steve Anderson and Brandon Szachta can supplement the driving schedule as they also have experience on the Zamboni.

The City Commission adopted an Ordinance in 2000, which requires the City Administration to seek prior and express approval prior to hiring any full-time position. The City's Strategic Plan calls for special emphasis on staff development, training, and succession planning. With the difficulty in finding qualified employees in the current job market, it is important to begin the recruitment/hiring as soon as possible.

### Recommendation

The City Administration recommends that the City Commission provide express and prior approval to hire a full-time Building Maintenance/Zamboni driver position. We have attached a proposed resolution for the City Commission to consider regarding this matter. Should you have any questions regarding this matter please feel free to contact me.

R E S O L U T I O N

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

WHEREAS The City Commission did enact an Employment Ordinance on August 7, 2000, which requires that the City Administration seek prior and express approval of any hiring of a full-time position in the City; and

WHEREAS There is a budgeted full time opening in the Recreation Department and the critical needs of the Department require a replacement for this position; and

WHEREAS The City Administration has requested prior and express approval of a hiring of a Recreation Department employee.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby authorize the prior and express approval of the hiring of one full-time Building Maintenance/Zamboni Driver employee for the Recreation Department to replace a position that is currently being vacated.

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