



Plymouth City Commission

Regular Meeting Agenda

Monday, April 1, 2024 7:00 p.m.
Plymouth City Hall & Online Zoom Webinar

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

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

Join Zoom Webinar : <https://us02web.zoom.us/j/82813577831>

Passcode: 347320 Webinar ID: 828 1357 7831

1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call
- c. Proclamation – Plymouth Hockey

2. APPROVAL OF MINUTES

- a. March 18, 2024 C.O.W. Meeting Minutes
- b. March 18, 2024 Regular Meeting Minutes

3. APPROVAL OF THE AGENDA

4. ENACTMENT OF THE CONSENT AGENDA

- a. Special Event: MI Philharmonic Youth Orchestra Pops Concert, Tuesday 6/4/2024

5. CITIZEN COMMENTS

6. COMMISSION COMMENTS

7. PUBLIC HEARING

- a. Annual Liquor License Review for Recommending Renewal, Revocation, and Non-Renewal of Liquor Licenses

8. OLD BUSINESS

9. NEW BUSINESS

- a. ACT 51 Mileage Certification
- b. Wayne County Parks Agreement
- c. Presentation of Budget – No Action

10. REPORTS AND CORRESPONDENCE

- a. Liaison Reports
- b. Appointments

11. ADJOURNMENT

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.

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.

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

City of Plymouth Strategic Plan 2022-2026

GOAL AREA ONE - SUSTAINABLE INFRASTRUCTURE

OBJECTIVES

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

GOAL AREA TWO – STAFF DEVELOPMENT, TRAINING, AND SUCCESSION

OBJECTIVES

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

GOAL AREA THREE - COMMUNITY CONNECTIVITY

OBJECTIVES

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

GOAL AREA FOUR - ATTRACTIVE, LIVABLE COMMUNITY

OBJECTIVES

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

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

-Plymouth Mayor Joe Bida
November 1977

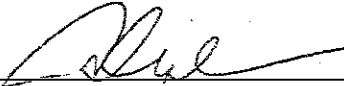


Proclamation

- Whereas** The Plymouth Cultural Center is the home arena for the Plymouth Hockey Association and the 12U A Tier II Plymouth Flyers; and
- Whereas** The 2012 Plymouth Flyers - Black won the 2024 MAHA State Championship by the score of 3-2; and
- Whereas** The team also won the Little Caesars Amateur Hockey League Gauntlet Championship; and
- Whereas** The majority of the players on this team have been playing together since their first year of mini mites back in 2017.

NOW THEREFORE, I, Suzi Deal, Mayor of the City of Plymouth, congratulate Head Coach DJ Bloomingburg, Assistant Coaches Dave Bonello, Phil Kooy, Mark Mink, Daryl Moore and Dan Szlaga, and Manager Peggy Caveny; and players Henry Bloomingburg, Caden Bonello, Zachary Burns, Grant Caveny, Austen Halimi, Mason Johnson, Owen Kooy, Isaak Lee, Lincoln Martell, Evan McBride, Austin Mink, Mason Moore, Andrew Richards, Michael Schaefer, Lucas Szlaga, and Evan Zagata for their accomplishments this season.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Plymouth to be affixed hereto this 1st Day of April of Two-Thousand Twenty-Four.


 Suzi Deal, Mayor
 City of Plymouth, Michigan





Plymouth City Commission
Committee of the Whole
Annual Review of Marijuana Issues

Monday, March 18, 2024 6:00 p.m. – 6:45 p.m.

Plymouth City Hall 201 S. Main St., Plymouth, MI 48170

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

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

1. CALL TO ORDER

Mayor Deal called the meeting to order at 6:00 p.m.

CITY COMMISSION MEMBERS PRESENT: Mayor Suzi Deal, Mayor Pro Tem Kelly O'Donnell, Commissioners Linda Filipczak, Jennifer Kehoe, Alanna Maguire, Brock Minton, Nick Moroz.

ALSO PRESENT: City Manager Paul Sincock and Attorney Bob Marzano

2. ANNUAL REVIEW OF MARIJUANA ISSUES DISCUSSION

Deal opened the meeting and welcomed City Attorney Jeff Schroder, who is a subject-matter expert on marijuana related issues. Jeff presented a number of scenarios associated with marijuana and the potential for various issues with medical and recreational products.

Jeff discussed potential options with the group for their annual review of the City's marijuana establishment ordinance, including zoning considerations, litigation risks, cost/benefit, crime, increased likelihood for ballot proposals this year.

3. ADJOURNMENT

A motion to adjourn was offered by Filipczak and seconded by Minton at 6:45 p.m.

SUZI DEAL
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK



City of Plymouth
City Commission Regular Meeting Minutes
Monday, March 18, 2024, 7:00 p.m.
Plymouth City Hall 201 S. Main Street

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

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

1. CALL TO ORDER

a. Mayor Suzi Deal called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

b. Roll Call

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

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

2. APPROVAL OF MINUTES

Filipczak offered a motion, seconded by to Moroz approve the minutes of the March 4, 2024 regular meeting.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

3. APPROVAL OF THE AGENDA

Minton offered a motion, seconded by Maguire, to approve the agenda for the March 18, 2024 meeting.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

4. ENACTMENT OF THE CONSENT AGENDA

a. Approval of February 2024 Bills

b. Special Event: MI Philharmonic Patriotic Concert – An American Salute, Saturday 6/29/24

c. Special Event: Thursday Adult Sand Volleyball – Thursdays 4/25/24 - 9/26/24

Filipczak offered a motion, seconded by Kehoe, to approve the consent agenda for March 18, 2024.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

5. CITIZEN COMMENTS

Ron Picard, 1373 Sheridan, spoke about issues faced by communities that allow marijuana dispensaries.

6. COMMISSION COMMENTS

Maguire thanked administration for compiling information for the Committee of the Whole meeting. She offered happy Easter to all who celebrate.

Minton said four people attended the recent Coffee with Commissioners. He also reported on a recent State of the County address he attended.

Kehoe said the future land use subcommittee of the Planning Commission would be meeting on March 20 at 7 p.m. at the Bearded Lamb.

Deal offered condolences to the family of Carol Donnelly, a longtime City of Plymouth staff member. She thanked Finance Director John Scanlon for working to raise the city's bond rating from AA to AA+ and Planning and Community Development Director Greta Bolhuis for securing a \$50,000 grant to assist in a zoning audit. She said there would be a communications focus group on Friday, March 22 from 9-10:30 at the Plymouth Cultural Center.

7. PUBLIC HEARING

a. Generator Ordinance Amendments

Deal opened the public hearing at 7:13 p.m. There were no public comments, and she closed the public hearing at 7:14 p.m.

The following motion was offered by O'Donnell and seconded by Minton.

RESOLUTION 2024-18

WHEREAS The City of Plymouth City Commission has one year tasks in 2023 and 2024 to support the placement of generators; and

WHEREAS The City of Plymouth Planning Commission held a public hearing on February 14, 2024 to consider Section 78-217; and

WHEREAS The City of Plymouth City Commission held a first reading on March 5, 2024 where the proposed ordinance amendments were approved unanimously; and

WHEREAS The City of Plymouth City Commission held a public hearing on March 18, 2024 to consider Chapter 18, Article XVI.

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth City Commission does hereby direct that the Code of Ordinances of the City of Plymouth, Michigan Section 78-217 and Chapter 18, Article XVI is to be amended after the Second Reading and publication.

Section 78-217 – Add and amend content.

Chapter 18, Article XVI – Add new article and add subsections 18-783 to 18-792.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

8. OLD BUSINESS

a. Rezoning 353 Starkweather – Second Reading

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

RESOLUTION 2024-19

WHEREAS The City Commission of the City of Plymouth held a first and second reading of the proposed conditional rezoning of 353 Starkweather from O-1, Office to RT-1, Two-Family Residential; and

WHEREAS The Planning Commission of the City of Plymouth held a public hearing on the conditional rezoning request on February 14, 2024 and recommended the City Commission review the same; and

WHEREAS The proposed conditional rezoning at 353 Starkweather from O-1, Office to RT-1, Two-Family Residential is supported by the City's Master Plan.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby accept the proposed conditional rezoning of 353 Starkweather from O-1, Office to RT-1, Two-Family Residential with the permitted land uses of two-family and single-family dwellings, and home occupations subject to Section 78-212 and amendment of the City's Zoning Map after the second reading.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the City Commission direct the administration to publish the approved rezoning as required by the Michigan Zoning Enabling Act

There was a voice vote.

MOTION PASSED UNANIMOUSLY

9. NEW BUSINESS

a. Road Salt – Winter 2025

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

RESOLUTION 2024-20

WHEREAS The City of Plymouth operates a road system, and the winter months require that the City take certain snow and ice control measures to ensure the public safety; and

WHEREAS The City of Plymouth uses a significant amount of road salt to keep the City's roads passable during the winter months; and

WHEREAS The City is may choose to participate in the State of Michigan group purchasing plan known as the MIDEAL for the purchase of road salt.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the city administration to enter into an agreement with the State of Michigan for the purchase of road salt through the MIDEAL Extended Purchasing Plan for the 2024 – 25 winter season. The city shall contract for 750 tons of road salt and comply with the terms of the MIDEAL contract when it is awarded.

Municipal Services Director Chris Porman provided information about the use of brine, which has reduced the salt usage by approximately 25%.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

b. MSHDA Grant

The following resolution was offered by Minton and seconded by Maguire.

RESOLUTION 2024-21

WHEREAS The City of Plymouth City Commission adopted a resolution of support for the MSHDA Housing Readiness Grant on February 5, 2024; and

WHEREAS The City of Plymouth was notified that the grant application was successful on February 28, 2024; and

WHEREAS The City Attorney and City Commission have reviewed the grant agreement; and

WHEREAS MSHDA requires an authorized signatory for the executed grant agreement.

NOW THEREFORE BE IT RESOLVED THAT the Planning and Community Development Director or the Mayor of the City of Plymouth is authorized to sign the executed contract on behalf of the City for the Housing Readiness Incentives Grant Program offered Michigan State Housing Development Authority (MSHDA).

BE IT FURTHER RESOLVED THAT the City Clerk shall include a complete copy of the resolution in the meeting minutes of this City Commission meeting.

**HOUSING DEVELOPMENT FUND GRANT AGREEMENT
HOUSING READINESS INCENTIVE
ENHANCEMENT GRANT # HRI-2024-10579-LEG**

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
735 East Michigan Avenue, Lansing, Michigan 48912

THIS ENHANCEMENT GRANT AGREEMENT ("Agreement") made and entered into as of February 22, 2024, by and between City of Plymouth, a local unit of government, whose address is 201 S Main Plymouth, Michigan 48170 (the "Grantee"), and the Michigan State Housing Development Authority, a public body corporate and politic of the State of Michigan, whose address is 735 East Michigan Avenue, Lansing, Michigan 48912 (the "Authority").

RECITALS

A. Enacted on July 31, 2023, 119 PA 2023 (the "Act") appropriated funding to the Michigan Department of Labor and Economic Opportunity for "Enhancement Grants" intended to be allocated to the Michigan State Housing Development Authority ("Authority") to award and administer special grants to eligible grantees.

B. Funds appropriated pursuant to the Act are to be used to support initiatives and expand opportunities for low- and moderately low-income housing, including but not limited to improving the Grantee's ability to provide housing services, building capacity, initiate and coordinate housing development, and to provide gap funding for housing projects falling at 120% or less of the local region's Area Median Income.

C. The Authority is responsible for administering Enhancement Grants, ensuring that funds are distributed in accordance with 119 PA 2023.

D. The Authority, as a public body, is charged with the responsibility of regulating the use of funds advanced by it to assure that such funds are being used for authorized purposes and in a manner that are in accordance with the Act and the Authority's General Rules (R 125.101, et seq., as amended) (the "Rules").

E. The Grantee has represented to the Authority that it is not debarred, is authorized to conduct business in the State of Michigan, that the signatory executing this Agreement is authorized to bind the Grantee to the terms of this Agreement and fully intends to distribute funds in accordance with the Act for housing-related purposes as described in Exhibit A attached and incorporated in this Agreement.

F. This Enhancement Grant, HRI-2024-10579-LEG, in an amount not to exceed Fifty Thousand (\$50,000.00) (the "Grant") is for housing-related activities more specifically described in Exhibit A (the "Program").

NOW, THEREFORE, in consideration of and as a condition to receiving the Grant, the Grantee agrees that:

1. The terms and conditions set forth herein are a reasonable and appropriate means to assure the use of funds in accordance with the Act, the Rules, and the Authority's Authorizing Resolutions.

2. All aspects of the Grantee's plan for the use of the Grant are specifically described in the Program attached hereto as Exhibit A, which Program is incorporated herein, and the Grantee will operate the Program as described in Exhibit A.

3. All actions of the Grantee and requirements of the Grantee's Program are subject to the terms of this Agreement, the provisions of the Act and the Rules of the Authority.

4. The activities of the Grantee will be subject to the review of and, in the discretion of the Authority, audit by Authority staff to ensure compliance with this Agreement, the Act and the Authority's Rules, and the Grantee will provide any books, records or documents in such form and at such place as the Authority may request.

5. The Grantee agrees to draw down Grant proceeds only when and, in such amounts, as may be necessary to pay for the activities as Authorized in the Act or otherwise described in Exhibit A.

6. All requests for the disbursement of Grant proceeds shall be submitted to the Chief Executive Officer and Executive Director of the Authority or their designee, shall be made in writing, and shall include the amount of Grant proceeds to be disbursed, a description of the purposes for which the proceeds are to be used, copies of invoices, billings, or such other documentation as may be necessary to demonstrate project costs, and such other information as the Chief Executive Officer and Executive Director or their designee may request.

7. If an advance or a portion of the Grant for a specific purpose is not used for that purpose due to conditions that make it impossible to use as provided herein, or if the Grantee decides not to use the money, upon such decision, the sum shall be returned to the Authority immediately.

8. Grant proceeds are to be used for housing-related activities. Accordingly, the Grantee shall, prior to disbursement of funds, prepare and submit to the Authority a detailed budget of work to be completed.

9. Any of Grantee's activities that are assisted using grant proceeds and the selection of persons for participation in the Program shall not discriminate against any person on the grounds of race, color, creed, religion, height, weight, sex, sexual orientation, age (except for a Development specifically designed for elderly occupants), national origin, handicap, or marital or familial status except as provided by law. The Grantee shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendments Act of 1988), the Americans with Disabilities Act, the Elliott-Larsen Civil Rights Act, and the Michigan Persons with Disabilities Civil Rights Act.

10. Unless otherwise specified in Exhibit A, within 30 days from the Authority's request, the Grantee shall provide to the Authority a report including, but not limited to, all receipts, expenditures, project activities and accomplishments including a comparison of the final budget to the approved budget, and supporting documentation for claimed expenditures.

11. The Grantee assumes responsibility for any and all costs to implement the Grantee's Program exceeding the amount of the Grant.

12. All documents and reports delivered to the Grantee under this Agreement shall become and be the property of the Grantee.

13. In the event of a violation of any of the provisions of this Agreement, the Authority will notify the Grantee in writing of the violation and the Grantee will have a 30-day period in which to correct the violation. In the event the violation is not corrected to the satisfaction of the Authority within the time prescribed herein, Authority actions could include but may not be limited to:

- a. immediately terminate the Grant, without further notice, in a writing signed by the Authority's Chief Executive Officer and Executive Director or their designee; and
- b. recapture grant funding; and
- c. pursue any other remedy provided at law or in the Act.

14. The Grantee hereby agrees that an election by the Authority to pursue any one remedy shall not be construed to preclude or be a waiver of the right to pursue any other remedy available to it.

15. The term of this Agreement shall commence on February 22, 2024 and shall terminate, unless extended by the Authority, on February 21, 2026.

16. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portion hereof.

17. This Agreement may be signed in several counterparts and all so executed shall constitute one agreement, binding on all parties hereto.

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SIGNATURE PAGES TO FOLLOW

Signature Page
Enhancement Grant # HRI-2024-10579-LEG

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year shown above.

City of Plymouth

By: _

Its:

Signature Page
Enhancement Grant # HRI-2024-10579-LEG

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year shown above.

**MICHIGAN STATE HOUSING
DEVELOPMENT AUTHORITY**

By: ___

Its:

Exhibit A
 ENHANCEMENT GRANT # HRI-2024-10579-LEG
 Grantee: City of Plymouth

Public Purpose:

Outlining specific characteristics of multi-family housing options in the Master Plan will direct zoning amendments. Updating RT-1 increases the likelihood that two- or three-family housing will be constructed in locations where single-family redevelopment is occurring more frequently. Eliminating density formulas based on the number of rooms will allow greater housing density to be constructed and increases the permitted number of bedrooms per unit. Reducing lot sizes to match the original plat allows smaller, more affordable homes to be built. Accessory dwelling units increase the number of housing units available within the city for multi-generational and workforce housing. Retaining existing housing units in low-density single-family neighborhoods minimizes expensive, large-scale infill development.

Disbursement and Use of Funds:

Up to two disbursements are available per grant. Upon request by the recipient and MSHDA's receipt of an executed contract, a recipient may receive an advance for the lesser of: 1) 50% of the total grant amount; or 2) the amount of the executed contract (if the grantee is engaging a third party). After the initial 50% disbursement, the second will be a reimbursement upon completion of the proposed activities, after verification that the initial payment has been fully expended, in accordance with the project purpose. A grantee may have two disbursements without an advance. If the first disbursement is a reimbursement, there is not a maximum amount.

The grant cannot be increased or deviated from the boilerplate language. Grant funds can only be used for expenditures that occur on or after the effective date of February 22, 2024, through February 21, 2026.

Progress Reports and Final Reporting:

A final narrative report that summarizes the changes made as a result of the eligible activities during the grant term is required. An accounting of Grantee's actual expenditure of all funds on the Project over the grant period is required, including the breakdown of Grantee's actual use of Grant funds on the Project within each applicable category of the Budget, and corresponding copies of supporting documentation of such expenditures, such as receipts, general ledgers, or other evidence of expenditure activity statements; the Grantee's estimated percentage of completion of the Project; and any other information deemed relevant by Grantee to support the grant activities actually performed. Each Financial Status Report ("FSR") and Quarterly Update must be submitted on the MSHDA IGX grant management system by the designated authorized signatory. A FSR is required for payment disbursement. Quarterly Updates must be submitted 30 days after the end of a calendar quarter.

Reporting requirements include the following:

1. Summary of Changes
2. Two Financial Status Reports
3. Calendar year Quarterly Updates

Budget:

Component/Activity	Approved MSHDA Funds	Leveraged Funds (OPTIONAL)	Total Budget
Zoning and General Ordinance Amendments	\$42,000.00	\$10,000.00	
Master Plan Update	\$8,000.00	\$8,000.00	
Administrative Costs	\$0.00	\$2,000.00	
Total	\$50,000.00	\$20,000.00	\$70,000.00

There was a voice vote.
MOTION PASSED UNANIMOUSLY

c. Establish Public Hearing for Annual Review of Liquor Licenses

The following resolution was offered by Kehoe and seconded by Minton.

RESOLUTION 2024-22

WHEREAS The City of Plymouth has a Liquor Management Ordinance in order to help to protect the public health, safety, and welfare; and

WHEREAS The ordinance requires that the City Commission annually review all liquor licenses in the city to help ensure compliance with all of our ordinances; and

WHEREAS The City Commission shall also annually review the cap on the number of liquor licenses in our various zoning districts.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby establish Monday, April 1, 2024, at 7:00 p.m. as a Public Hearing to complete the annual review of liquor licenses and the cap on licenses.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

d. 2024 Infrastructure Update

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

RESOLUTION 2024-23

WHEREAS The City of Plymouth maintains a wide range of infrastructure to help protect and preserve the public health, safety, and welfare; and

WHEREAS There is a need to provide improvements to roads; and

WHEREAS The voters of the city did authorize the sale of bonds to pay for street improvements in 2019; and

WHEREAS The City Commission has previously approved several projects for the 2024 calendar year, to include the following and their preliminary estimated construction costs:

- Traffic Signal/Pedestrian Crossing Intersection Improvement – Main & Church - \$725,000
- Liberty Street between Amelia & N. Mill – Pavement resurfacing – \$370,000
- Spring Street between Starkweather & N. Mill – Pavement resurfacing – \$160,000.
- Main Street between Burroughs & Ann Arbor Rd. – Pavement resurfacing - \$450,000
- Water System Valve Replacements – Various locations - \$480,000 - \$600,000
- Roadway preventative maintenance – Various locations - \$125,000

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize moving the traffic signal/pedestrian crossing intersection improvements at Main and Church to the 2025 program. Further, the City Commission directs and authorizes the city administration to work to include “mill and fill” paving projects on the following streets:

- Adams – Church to tennis courts - \$28,000
- Arthur Street – From William north to the dead end - \$100,000
- Maple – Deer to Harding - \$24,000
- Penniman – From Sheldon east to Evergreen - \$51,000
- S. Union – Church to N. Union – \$28,000
- Sunset – From Blanche to Junction - \$48,000
- Theodore Street – mid-section from Miracle League Field to the rear of the PCC - \$42,000

Maguire asked whether her residing on one of the streets proposed for paving presented a conflict. Marzano said it was not a conflict.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

10. REPORTS AND CORRESPONDENCE

a. Liaison Reports

Minton gave an update on the Zoning Board of Appeals

Kehoe gave an update on the Planning Commission and DDA meetings.

Maguire said the library board would be meeting on March 19 at 7:30 p.m.

Deal gave an update on the Planning Commission.

b. Appointments

Filipczak offered a motion, seconded by Minton, to appoint Kathleen Heier to the Cemetery Board and Robert Mengel as an alternate to the Zoning Board of Appeals.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

Deal read an email from a resident thanking Brandon for organizing trivia and Euchre.

11. ADJOURNMENT

A motion to adjourn was offered by Maguire and seconded by Minton at 7:38 p.m.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

SUZI DEAL
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK



Special Event Application

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

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

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

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

Sponsoring Organization's Legal Name Michigan Philharmonic Youth Orchestra

Ph# 734-451-2112 Fax# 734-416-4267 Email nancyd@michiganphil.org Website www.mpyo.org

Address 650 Church St City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Nancy Davidson Title Education Coordinator & MPYO Manager

Ph# 734.259.4714 Fax# _____ Email nancyd@michiganphil.org Cell# 734.259.4714

Address 650 Church St City Plymouth State MI Zip 48170

Event Name MPYO Pops Concert

Event Purpose Share our music with family, friends, and community

Event Date(s) Tuesday, June 4, 2024

Event Times 6-7p (Set up at 5p)

Event Location Kellogg Park

What Kind Of Activities? Youth Orchestra in the band shell

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

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

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

5-6p Chair set up, sound system check, students arrive

6-7p Concert

7-7.30p Chair take down, student dismissal

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 Tuesday in June
Next year's specific dates: June 3, 2025

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)

Band shell needed
Sound system (including 2 speakers and audio rack), set up & testing needed

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.

03.19.2024

Date

Beth Stewart

Digitally signed by Beth Stewart
Date: 2024.03.15 14:02:11
-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 Michigan Philharmonic Youth Orchestra _____ (*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 MPYO Pops Concert _____ (*event name*) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature Beth Stewart Digitally signed by Beth Stewart
Date: 2024.03.15 14:02:34 -04'00'

Date 03.19.2024

Witness _____

Date 03.19.2024

EVENT REVIEW FORM

EVENT NAME: MP40 Pops Concert TOTAL ESTIMATED FEE: _____

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

MUNICIPAL SERVICES:	Approved	Denied	(list reason for denial)	Initial
				OP
	1 FTE Approx 5hrs PA SYSTEM			
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO				
Labor Costs: \$	300	Equipment Costs: \$	100	Materials Costs \$
				100
POLICE:	Approved	Denied	(list reason for denial)	Initial
				GCC
	A 1 - OFFICER @ 1 HOUR			
Labor Costs \$		Equipment Costs \$	76-	Materials Costs \$
FIRE:	Approved	Denied	(list reason for denial)	Initial
				RS
	NO SERVICES NEEDED			
Labor Costs \$	/	Equipment Costs \$		Materials Costs \$
HVA:	Approved	Denied	(list reason for denial)	Initial
DDA:	Approved	Denied	(list reason for denial)	Initial
				SBP
Labor Costs \$	0	Equipment Costs \$		Materials Costs \$
RISK MANAGEMENT:	Approved	Denied	(list reason for denial)	Initial
				NB
Class I – Low Hazard	Event Sponsors must provide current Certificate of Insurance naming City			
Class II – Moderate Hazard	of Plymouth as 'Additional Insured' including in the Description Box/Area.			
Class III – High Hazard	Food vendor/service requirements per Special Event Policy, must also be			
Class IV – Severe Hazard	met for any food.			
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincok, City Manager
CC: *S:\Manager\Sincok Files\Memorandum - Public Hearing - Annual Review of Liquor Licenses & License Cap - 04-01-24.docx*
Date: March 26, 2024
RE: Public Hearing – Liquor License Renewals & Cap on Number of licenses

Background

The members of the Local Liquor License Review Committee (LLRC) are scheduled to meet just prior to the City Commission meeting to make a recommendation to the City Commission related to the review of the annual report and the renewal, revocation, and non-renewal of licenses in the city. In addition, the LLRC must make a recommendation related to the number of licenses allowed by zoning classification.

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. We notify all licensed establishments who may have past due bills and generally they clear them up quickly, as it is a matter of something fell through the cracks. We did send a notice to establishments indicating that if they do not pay by the time of our hearing or make payment and arrangements that we will start a revocation process during April. As of Tuesday, March 26th there is only two establishments who have not made a payment on their past due water bills to the city. The owners has indicated that they will make payment arrangements, but have not made a payment to begin to address the past due amount.

During our agenda preparations we have found most of our establishments are in compliance with our ordinance and there are no significant issues. We have one establishment who has a history of higher call volumes, but nothing of significance. Police Chief Al Cox has had discussions with the ownership group, and this seems to have addressed the issue.

Related to the Liquor License Cap, there are currently no licenses inside of the DDA or outside of the DDA that are "available" under the Liquor License Cap in the Ordinance.

There does not seem to be any additional demand for licenses currently. In addition, there are four establishments that are not currently open. Those would be:

- The old ROC, now the Drift on Ann Arbor Road and Harvey
- The old Trackside, now Chicane – 885 Starkweather
- The old Honey Hole, now Red Ryder – 584 Starkweather
- Highline Spirits is to open in the old Wilste's Pharmacy

The City Administration does not recommend any increase in the number of licenses at this time.

Recommendation

The members of the LLRC reviewed the licenses prior to the City Commission meeting and the administrative recommendations are updated and current as of March 26, 2024, and are subject to changes pending additional information, corrections, adjustments, or payments that have been made since March 26, 2024. This notice may be added to, changed, or amended. The LLRC may have adjusted these administrative recommendations based on new information that has come in since this was written for the agenda.

The city administration recommends the following establishments for renewal.

Aqua – 413 N. Main
Barrio Cocina Y Tequileria – 555 Forest
Bearded Lamb Brewing Company – 149 W. Liberty
Bigalora – 777 W. Ann Arbor Trail
Compari's/Fiamma/Sardin Room – 350, 370, & 380 S. Main
Plymouth Community Cultural Center – 525 Farmer
E.G. Nicks – 500 Forest
Hermann's Olde Town Grille – 195 W. Liberty
Highline Spirits – 380 S. Main – License awaiting approvals
Ironwood Grill – 840 W. Ann Arbor Trail
VFW – Mayflower Lt. Gamble Post – 1426 S. Mill
Mayflower Meeting House – 499 S. Main
Nico & Vali – 744 Wing
Pakwaan Restaurant – 447 Forest
Penn Grill – 820 Penniman
Plymouth – Ann Arbor Elks – 110 W. Ann Arbor Trail
Knights of Columbus Council 3292 – 150 Fair
Pizza E Vino – 849 Penniman
Plymouth ROC – 1020 W. Ann Arbor Road – Escrow
Sean O'Callaghan's – 821 Penniman
Sidecar – 340 N. Main
Chicane – 885 Starkweather – Escrow
Stella's Black Dog Tavern – 860 Fralick
Tai Basil – 983 W. Ann
Red Ryder – 584 Starkweather - License being transferred to escrow by previous owner
Post Local Bistro – 844 Penniman
Westborn Market – 860 – 870 Penniman

The following establishment is NOT recommended for renewal as of March 26, 2024, pending additional information, corrections, adjustments, or payments that have been made since that time. This notice may be added to, changed, or amended.

Park Place Gastro Pub – 336 S. Main
The Ledger/Ebenezer – 306 S. Main

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.

Further, the City Administration does not recommend any increase in the number of licenses in the City. We have also attached a proposed Resolution for the LLRC related to the cap on Liquor Licenses and calling for no increase this year. If you would like to change the cap we can insert that into the Resolution.

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



**Plymouth City Commission
Public Hearing Notice
Monday, April 1, 2024 7:00 p.m.
Plymouth City Hall & Online Zoom Webinar**

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

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

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

**MONDAY, APRIL 1, 2024
7:00 P.M.**

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

City of Plymouth MLCC Licenses

Alcohol By The Glass Establishments	DBA Name	License Type	Bus. ID	Owner/Licensee	Address	Date Opened
	Aqua	C SDM	226180	VNB, LLC.	413 N Main	Greclan 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	Paison, 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
	Hermann's Olde Town Grille	C-Resort SDM	260437	Hermann Hospitality Corporation	195 W Liberty	Pre-1998
	HIGHLINE SPIRITS	Tasting Room	279082		330 S Main	
	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 & Vail	C SDM	217164	Nico & Vail, LLC	744 Wring	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
	Sidcar	C SDM	276453	Sidcar Plymouth, LLC	340 N Main	Pre-1998 (Jack Dunleavy's)
	Chicane	C SDM	263307	Trackside Plymouth, LLC	885 Starkweather	Pre-1998
	Stella's Blackdog Tavern	C SDM	233687	TBD Advisors Inc.	860 Fralick	Pre-1998
	Thai Basil	C		T&W Investment, Inc.	983 W Ann Arbor Tr	2023
	The Honey Hole	C SDM	259259	The Honey Hole Market, Inc	584 Starkweather	2018
	The Ledger/The Ebenezer	C	243776	G.I. Poros, Inc.	306 S Main	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					
	Bellbustlers Liquor	SDM/SPD	140657	J&D Pizza, Inc.	571 S Mill	
	Main Street Quick Stop	SDM/SPD	9664	Valdo, Inc.	480 N Main	
	Mayflower Market	SDM/SPD	142078	J.B.N.A., Inc.	824 S Main	
	Old World Olive Press	SDM	228753	Old World Olive Press-Plymouth LLC	467 Forest	
	Plymouth Prime Meats	SDM	274196	Plymouth Prime Meats, LLC	614 S Main	
	Rite Aid #3657	SDM/SPD	141512	Rite Aid of Michigan, Inc.	800 W Ann Arbor Rd	
	Sunoco Gas Station	SDM/SPD	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/SPD	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					

Updated: 3/14/2024

Allowable Alcohol by the Glass= 18/12

DDA (18)

OUTSIDE DDA (12)

ESGROW LICENSE

OFF PREMISE LICENSE (10)

INACTIVE LICENSE

APPROVED/IN-PROCESS

2024 REPORT OF ALCOHOL RELATED POLICE INCIDENTS

TO: PAUL SINCOCK, CITY MANAGER
FROM: A.L. COX, DIRECTOR OF PUBLIC SAFETY *A.L. Cox*
SUBJECT: ALCOHOL RELATED INCIDENTS FOR PERIOD 1/1/2023-12/31/2023
DATE: 3/13/2024

Current MLCC Licenses in the City of Plymouth

Alcohol by the Glass: 26 Active, 2 In Escrow, 2 In Process (1 for every 308 residents)
Packaged Liquor: 11 Active (1 for every 841 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	2020	2021	2022	2023
Total	424	355	357	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. Three felonies were included in these numbers (Aggravated Assault-Knife, Home Invasion, Aggravated Assault)

Alcohol Related Disorderly Conduct CFS	2020	2021	2022	2023
Total	44	32	33	26
Local Establishments	19	11	12	5
Other Areas Around Town	25	21	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	2020	2021	2022	2023
Total	32	31	31	17

- 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
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
2023	8 (47%)	1 (6%)	1 (6%)	7 (41%)	17	5

Total other alcohol related incidents

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

Other alcohol related incidents	2020	2021	2022	2023
Total	7	4	8	1

Total alcohol related Malicious Destruction of Property (MDOP) CFS

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

Alcohol related MDOP CFS	2020	2021	2022	2023
Total	2	0	2	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	2020	2021	2022	2023
Total	10	3	1	1

Total Violation Reports Involving City MLCC Licensed Establishments

MLCC Violation Reports	2020	2021	2022	2023
Total	11	5	1	0

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	2020	2021	2022	2023
Aqua	0	0	0	0
Barrio Cocina Y Tequileria	0	0	0	0
Bearded Lamb	0	0	0	0
Bigalora	1	0	0	0
Compari's/Fiama/Sardine Room	0	0	0	0
Cultural Center	0	0	0	0
E.G. Nicks	1	0	0	0
Greek Islands/The Ebenezer	4	4	1	0
Herman's Olde Town Grille	0	0	0	0
Ironwood	0	0	1	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	1
Penn Grille	0	1	0	0
Pizza E Vino	0	0	0	0
Plymouth-Ann Arbor Elks				0
Plymouth Knights of Columbus	0	0	0	0
Plymouth ROC	3	0	0	0
Sean O'Callaghan's	0	0	0	0
Sidecar				0
Stella's Trackside & Stella's Black Dog Tavern	0	0	0	0
Stella's Black Dog Tavern	1	0	0	0
Thai Basil				0
The Honey Hole	0	0	0	0
The Post Local Bistro	3	1	0	3
VFW	0	0	0	0
Westborn Market	0	0	0	0
Total	13	6	2	4

City Commission Resolution #1

Renewal

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

- WHEREAS The City of Plymouth has a Liquor Management Ordinance related to the operation of all Class C Type Liquor Licenses in the city; and
- WHEREAS On April 1, 2024, the City Administration presented the Liquor License Review Committee with information about the various liquor licensed establishments in the city, and
- WHEREAS The Local Liquor License Review Committee made 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 – 413 N. Main
Barrio Cocina Y Tequileria – 555 Forest
Bearded Lamb Brewing Company – 149 W. Liberty
Bigalora – 777 W. Ann Arbor Trail
Compari's/Fiamma/Sardin Room – 350, 370, & 380 S. Main
Plymouth Community Cultural Center – 525 Farmer
E.G. Nicks – 500 Forest
Hermann's Olde Town Grille – 195 W. Liberty
Highline Spirits – 380 S. Main – License awaiting approvals
Ironwood Grill – 840 W. Ann Arbor Trail
VFW – Mayflower Lt. Gamble Post – 1426 S. Mill
Mayflower Meeting House – 499 S. Main
Nico & Vali – 744 Wing
Pakwaan Restaurant – 447 Forest
Penn Grill – 820 Penniman
Plymouth – Ann Arbor Elks – 110 W. Ann Arbor Trail
Knights of Columbus Council 3292 – 150 Fair
Pizza E Vino – 849 Penniman
Plymouth ROC – 1020 W. Ann Arbor Road – Escrow
Sean O'Callaghan's – 821 Penniman
Sidecar – 340 N. Main
Chicane – 885 Starkweather – Escrow
Stella's Black Dog Tavern – 860 Fralick
Tai Basil – 983 W. Ann
Red Ryder – 584 Starkweather - License being transferred to escrow by previous owner
Post Local Bistro – 844 Penniman
Westborn Market – 860 – 870 Penniman

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth does not recommend the following liquor licenses be renewed.

Park Place Gastro Pub – 336 S. Main
The Ledger/Ebenezer – 306 S. Main

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 makes a recommendation to the City Commission related to the number of allowable liquor licenses per zoning district.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth determines that no changes in the number of available liquor licenses (29) *(33 establishments due to shared licenses)* 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

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: *Memorandum - Act 51 Mileage Certification - Decertify 145 feet of York Street - 04-01-24*
Date: March 26, 2024
RE: State of Michigan Act 51 mileage certification

Background

The City of Plymouth participates in Act 51 road funding with the State of Michigan. Recently, the state discovered a small error on our street map. The area in question is 145 feet of York Street, where the railroad crossing used to be. You may recall that the State of Michigan and CSX Railroad funded the road closure to facilitate less train horn traffic in the area. The area has been closed for over 10 years.

The City will need to decertify the 145 feet of York Street, which is the width of the railroad right of way at that location. This change will not substantially affect how much Act 51 money we receive from the state. This change will correct the state records to reflect what are current conditions on York Street.

We have attached a brief memo from Chris Porman which provides additional background information on this matter.

Recommendation

The City Administration recommends that the City Commission adopt the change in York Street for Act 51 Funding by decertifying 145 feet of York Street. The State of Michigan has prepared a proposed Resolution for the City Commission to consider regarding this matter.

Should you have any questions in advance of the meeting, please feel free to contact either Chris Porman or myself.



Department of Municipal Services

1231 Goldsmith, Plymouth, MI

734-453-7737

dms@plymouthmi.gov

Date: March 20, 2024
To: Paul Sincock, City Manager
From: Chris S. Porman, Director of Municipal Services
Re: Act 51 Mileage Certification

Background

Public Act 51 of 1951 requires that each city sign and submit an annual map each year to the Michigan Department of Transportation (MDOT). As the appointed Street Administrator for the City of Plymouth, I am responsible for preparing and submitting the annual report. This is a step in the process of obtaining our Act 51 road monies.

This year, we need to make a small, minor correction to our map. York St., or specifically the street at the railroad crossing is closed to traffic, and as such, we are required to decertify that area by resolution of the City of Plymouth. The area in question is 145 feet and is located on Form 2008B, which is attached. While this area has been closed for over 10 years, and was discussed with the State at that time, they are requesting we formally adopt the changes.

Recommendation

I recommend that the City Commission adopt a resolution decertifying 145' of York St. at the railroad crossing. The worksheet and resolution for consideration is attached.

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

**REQUIREMENTS FOR
ADDITIONS AND DELETIONS
TO CITY OR VILLAGE LOCAL STREET SYSTEM**

All additions and/or deletions (decertification) to the local street system, must be shown on the map in the appropriate color, must be listed on form 2008B and must also have a resolution from the governing body with the requirements listed below. A sample resolution for a street certification and decertification is contained in the Appendix on pages 9 and 10. A final plat approval is not a substitute for a resolution of acceptance. A resolution may not have any contingencies listed or it will not be accepted. Alleys and private road are NOT permitted to be certified under Act 51.

The following is **required** information to certify a street addition:

- A. Form 2008B, Additions and Deletions to City or Village Local Street System. This form should include the name of the street(s), the Termini (“From” and “To”) and the length given in feet. Electronic forms can be found at: <http://mdotjboss.state.mi.us/webforms/WebFormsHome.htm>
- B. A centerline description that is tied to the section corner, copy of construction plans, formal survey drawings as an attachment, would be preferred.

Centerline descriptions are required to **measure directly down the center of said street**. A boundary description of the property or a right of way description is NOT equivalent to a centerline description and will not be accepted. Ariel measurements are also not accepted for Act 51.

Centerline measurements are measured one of the following ways:

- beginning from the center of the termini street to the center of intersecting termini street.
 - streets with a cul-de-sac or round-about are measured straight through to the end of pavement and NOT around the circumference of the cul-de-sac or round-about.
- C. Addition resolution requirements: A resolution approved by the governing body with the following statements are required for all street addition. Example on page 9.
- Acceptance of centerline description or equivalent (see B.)
 - Acknowledgment that said street is located within city/village right-of-way and is under municipal control.
 - Acknowledgment that the street is a public street and is for public street purposes.
 - Acknowledgment that the street has been accepted into the municipal street system and is open to the public for public use on (specific date) or before December 31, 2023.

The following is **required** information for street decertification:

- A. Form 2008B, Additions and Deletions to City or Village Local Street System, page 13. This form should include the name of the street(s), the Termini (“From” and “To”) and the length in feet. Electronic forms can be found at: <http://mdotjboss.state.mi.us/webforms/WebFormsHome.htm>
- B. Resolution of Decertification from governing body, example on page 10.

Please use red pen to XXX out street(s) designated for decertification.

**ADDITIONS AND DELETIONS TO CITY OR VILLAGE
LOCAL STREET SYSTEM
DURING CALENDAR YEAR 2023**

INSTRUCTIONS: Complete form and mail to Michigan Department of Transportation, Bureau of Transportation Planning, P. O. Box 30050, Lansing, MI 48909.

CITY OR VILLAGE	PREPARED BY	PHONE NUMBER	E-MAIL ADDRESS	TERMINI		LENGTH IN FEET + ADDED - DELETED	IF AN ADDITION, NAME OF APPROVED PLAT
				FROM	TO		
City of Plymouth	CHRIS ROMAN	734-453-7737	CRORMAN@PLYMOUTHMI.GOV				
YORK ST.	RR CROSSING CLOSED					- 145'	

***SAMPLE RESOLUTION FOR
DECERTIFICATION/VACATION***

NOW THEREFORE IT IS RESOLVED:

At a regular meeting of the City/Village Council of _____, Michigan, held at the city/village hall on _____, the following resolution was offered by member _____, and supported by member _____.

Whereas the City/Village of _____ does wish to decertify/vacate a portion of _____ Street. This decertification/vacation of _____ Street is located between _____ Street and _____ Street for a total decertification/vacation length of _____ feet.

Resolution duly adopted.

(Date) _____

(City/Village Clerk) _____

Certified to be a true copy, _____

(Date) _____

(City, Village Clerk) _____



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. Sincok, City Manager
CC: *S:\Manager\Sincok Files\Memorandum - Intergovernmental Agreement with Wayne County Parks Millage - Tables and chairs - 02-20-23.docx*
Date: March 26, 2024
RE: Intergovernmental Agreement with Wayne County Park Millage Funds

BACKGROUND:

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

This is "County Money" because it has been collected from our taxpayers as a County Parks millage for improvements to the County Parks. The County has chosen to make a small "grant" back to each community, based on a percentage of what was collected in that community. For the County to make a grant to another taxing unit it is necessary to execute an Intergovernmental Agreement with the County for the \$21,941 worth of improvements to our recreational facilities. In the past, this funding has been used for everything from portable bleachers, to repairing the lights at Massey Field, to other needs in our parks or at the Cultural Center.

The plan this year is to use these funds on of original lighting fixtures at Cultural Center to help reduce the city.'

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


RECOMMENDATION:

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

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



Memo

To: Paul Sincock, City Manager
From: Steve Anderson, Recreation Director 
CC:
Date: 3/26/2024
Re: Intergovernmental Agreement (IGA)- Wayne County Park Millage Funds – LED Retrofit

As you are aware, Wayne County has again chosen to return a percentage of the Wayne County Parks Millage funds back to the local communities to specifically fund recreational capital improvements. The City of Plymouth's share of these funds for this budget year is \$21,941.00.

To keep in the spirit of the Cities 2022-2026 Strategic Plan to "incorporate eco-friendly, sustainable practices into city assets, services and policies". We have chosen to do a complete LED retrofit of all the interior lighting within the Cultural Center. Or at least as far as the \$21,941.00 in funding will take us.

The current lighting in the "Cultural Center" side of the building is over 20 years old and is comprised of fluorescent tube lighting fixtures, parabolic fluorescent tube lighting fixtures and incandescent can light fixtures. Most of the lighting fixtures are original to the building built in 1972. With today's technology, we can change out the current fluorescent lighting with LED retrofits and reduce the carbon footprint of the city as well as realizing a 50%-75% energy savings per fixture.

The attached Wayne County intergovernmental agreement is basically a boiler plate of earlier IGA's. This agreement has been reviewed by the City Attorney.

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

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

The purchases will be paid from and then reimbursed to the Recreation Capital Improvement Fund (408 Fund). Hopefully, all transactions will take place in the 2023-24 budget year. However, depending on how fast the IGA can be processed at the County, we may overlap into the 2024-25 Budget year.

We would recommend the adoption of this Intergovernmental Agreement by the City Commission to receive the amount of \$21,941.00 from Wayne County for recreational capital improvements in the form of an LED lighting retrofit at the Plymouth Cultural Center.

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

AGREEMENT

between

THE CHARTER COUNTY OF WAYNE

and

THE CITY OF PLYMOUTH

for

Improvements to

PLYMOUTH CULTURAL CENTER

FY 2023-2024

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

1. PURPOSE

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

2. SCOPE OF THE PROJECT

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

3. TERM OF CONTRACT

3.01 The term of this Agreement shall commence upon approval by the Wayne County Commission and **shall terminate on September 30, 2026 at 11:59 p.m.**

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

4. COUNTY'S COVENANTS

4.01 The County will assist in funding construction of the Project described in **Exhibit B** attached hereto and made a part hereof. The FY 2023-2024 funding provided by the County for the recreational Project **shall not exceed Twenty One Thousand Nine Hundred Forty One Dollars (\$21,941).**

5. CITY'S COVENANTS

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

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

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

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

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

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

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

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

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

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

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

6. TERMINATION

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

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

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

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

7. DATA TO BE FURNISHED

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

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

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

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

8. ADMINISTRATION

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

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

9. RELATIONSHIP OF PARTIES

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

10. INSURANCE

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

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

11. HOLD HARMLESS

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

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

12. LIABILITY

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

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

13. ENVIRONMENTAL MATTERS

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

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

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

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

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

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

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

13.06 Hazardous Material means any material or substance:

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

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

14. COMPLIANCE WITH LAWS

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

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

15. AMENDMENTS

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

16. NONDISCRIMINATION PRACTICES

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

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

16.02 All contractors, subcontractors, consultants and agents retained by City to perform work related to this Agreement shall not:

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

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

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

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

16.06 City acknowledges the right of the County Director of Human Relations to sue to enforce the provisions in this Article.

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

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

17. ETHICS IN CONTRACTING

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

18. NOTICES

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

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

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

and

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

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

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

19. WAIVER OF ANY BREACH

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

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

20. SEVERABILITY OF PROVISIONS

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

21. MERGER CLAUSE

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

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

22. JURISDICTION AND LAW

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

23. MISCELLANEOUS

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

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

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

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

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

24. AUTHORIZATION AND CAPABILITY

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

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

25. SIGNATURE

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

[SIGNATURES ON THE FOLLOWING PAGES]

City of Plymouth
Plymouth Cultural Center

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

City of Plymouth
Plymouth Cultural Center

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

MUNICIPAL BUILDING AUTHORITY MINUTES

Wednesday, September 8, 1971

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

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

ABSENT: None

OTHERS PRESENT: Eugene S. Slider, City Clerk

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

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

"ORDINANCE NO. 5

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

PREAMBLE

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

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

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

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

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

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

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

DEFINITIONS

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

otherwise indicated by context;

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

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

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

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

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

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

DETERMINATION OF NECESSITY

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

ESTIMATED COST, PERIOD OF USEFULNESS

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

to be not less than forty (40) years.

ISSUANCE OF REVENUE BONDS

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

BOND TERMS

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

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

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

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

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

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

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

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

REGISTRATION

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

restrain the negotiability of the coupons by delivery merely.

EXECUTION OF BONDS

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

SECURITY FOR BONDS

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

REMEDIES OF BONDHOLDERS

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

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

or interest upon any of said bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate said project on behalf of the Authority, and under the direction of said court, and by and with the approval of said court, to perform all of the duties of the Authority and its officers more particularly set forth in the lease. This Ordinance and in Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, and in Act 34, Public Acts of Michigan, 1931, as amended.

OPERATION OF PROJECT

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

OPERATING YEARS

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

RATES

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

ACCOUNTS

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

(A) BOND AND INTEREST REDEMPTION FUND

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

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

(B) DEBT SERVICE RESERVE ACCOUNT

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

REVENUE BOND ACT

Section 14. It is the intent and purpose of the Authority, pursuant to the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, to authorize and issue the bonds subject to the provisions of Act 94, Public Acts of Michigan, 1933, as amended, or such of the provisions of that Act as can be applied to the type of issue here involved. The lease provides that operation, maintenance and administration of the project is the total obligation of the City, as lessee, and thus the rentals provided in the lease are net to the Authority and pledged solely for debt

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

USE OF PROCEEDS OF BOND SALE

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

INVESTMENT OF FUNDS, USE OF INCOME

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

SURPLUS BOND SALE PROCEEDS

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

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

COVENANTS OF AUTHORITY

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

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

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

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

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

ADDITIONAL PROJECTS

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

ADDITIONAL BONDS

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

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

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

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

CONTRACT WITH BONDHOLDERS

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

BOND FORM

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

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

No. _____

\$5,000.00

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

FIVE THOUSAND DOLLARS

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

The bonds of this issue are payable solely from the proceeds

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY

By _____
Its Chairman

Countersigned:

Secretary

(SEAL)

(Form of Coupon)

No. _____ \$ _____

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

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

Chairman

REGISTRATION
NOTHING TO BE WRITTEN HEREON EXCEPT
BY THE PAYING AGENT

Date of Registration : Name of Registered Owner : Registrar

MUNICIPAL FINANCE COMMISSION APPROVAL

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

PARAGRAPH HEADINGS

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

SEVERABILITY

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

CONFLICTING PROVISIONS

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

PUBLICATION OF ORDINANCE

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

EFFECTIVE DATE

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

Carried unanimously.

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

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

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

Time of adjournment was 7:00 P.M.

Clifford W. Tait
Secretary

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

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

CLEVELAND THURMER
 EDWARD S. MCGO, JR.
 LAWRENCE S. RICH
 SMILEY E. EAGAN
 WILLIAM G. BUTLER
 G. GRANT BARNES
 JOHN A. GILRAY, JR.
 JAMES E. TORBI
 STRATTON S. BROWN
 RICHARD B. QUINN
 GEORGE S. BUSKEMEL, JR.
 PETER F. THURMER
 LAWRENCE A. KING
 ROBERT R. HANDELL
 JOSEPH W. HANCOCK, JR.
 ALLEN SCHWARTZ
 JOHN W. SELDEN
 GEORGE S. PARKER, JR.
 RICHARD A. JONES
 STEVAN GELKAR
 GILBERT S. DOVE
 WOLFGANG HORPE
 ROBERT S. REICHERT
 GEORGE E. McEFFERAN, JR.

MANUEL J. HENCH, SR.
 WILLIAM G. LANGRISH
 JOEL L. PIELL
 ROBERT E. SILBERT
 BRUCE D. BIRDBAUM
 DAVID J. JOLMSTEAD
 GEORGE T. STEVENSON
 JOHN A. THURMER
 JOHN D. BRUGMAN
 CHARLES W. BURLINCH, JR.
 CARL H. VAN ECKE
 GORDON A. BECKER
 JAMES R. ROBINSON
 DAVID D. JOHNSON
 WILLIAM C. SCHAMMNER
 JOHN A. MARKER
 BARBARA V. EVANS
 EDWIN W. RECKER, JR.
 THOMAS J. VAN NEEB
 GREGORY L. GUYNER
 SMILEY E. KASAN, JR.
 DENNIS R. REISMAN
 HOWARD L. PREGO

SIDNEY T. MILLER (800-4184)
 GEORGE L. CANFIELD (666-1226)
 LEWIS H. PADDOCK (806-1026)
 FERRIS D. STONE (882-1845)
 SIDNEY T. MILLER, JR. (884-1830)
 LOUIS H. FRANK (877-1944)

LANGING OFFICE
 KARLSINE H. TRAUH
 ROBERT M. THURM
 JAMES T. KANTOSH
 THOMAS J. MCDERMID
 PATRICK J. BERARDI
 501 CAMINO, SAVINGER & LOAN BLDG.
 LANSING, MICHIGAN 48223
 (313) 484-7781

BIRMINGHAM OFFICE
 310 S.W. 2ND BLDG.
 BIRMINGHAM, MICHIGAN 48011
 (313) MIDWEST 6-6500
 (313) JORDAN 8-8787

JOHN H. MUNNELLY
 SPECIAL COUNSEL

August 20, 1971

Mr. Eugene Silder
 City Clerk
 201 South Main Street
 Plymouth, Michigan 48176

RECEIVED

AUG 23 1971

Re: City of Plymouth Municipal Building
 Authority Cultural Center Bonds

CITY OF PLYMOUTH

Dear Gene:

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

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

Yours very truly,

Miller, Canfield, Paddock and Stone

By George T. Stevenson
 George T. Stevenson

GTS:af
 Enclosure
 cc Mr. Robert Bendzinski

RESOLUTION

Minutes of a Special Meeting of the City Commission of the City of Plymouth, County of Wayne, Michigan, held in the City Hall in said City on the 23 day of February, 1971, at 7:30 o'clock p.m., Eastern Standard Time.

PRESENT: Commissioners Smith, Williams, and the Clerk
Leitch

ABSENT: Commissioners Smith

The following preamble and resolution were offered by Commissioner Leitch and supported by Commissioner Williams

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

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

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

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

LEASE

MADE AND EXECUTED this 25 day of August, 1971,
by and between the City of Plymouth Municipal Building Authority,
a public corporation organized and existing under the authority
of Act 31, Public Acts of Michigan, 1948 (First Extra Session),
as amended, hereinafter referred to as the AUTHORITY; and the
City of Plymouth, a Michigan municipal corporation organized
and existing under the Constitution and laws of the State of
Michigan, hereinafter referred to as the CITY;

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) If to the AUTHORITY, by delivering the same to any member of the Commission thereof.
- (b) If to the CITY, by delivering the same to the City Clerk or his deputy.

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

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

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

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

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

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

This contract has been executed in duplicate.

In the presence of: CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY

By Thomas G. Kelly
Chairman of its Commission

By Clifford W. Teir
Secretary of its Commission

In the presence of: CITY OF PLYMOUTH

By James R. McLeod
Mayor

By Rugene S. Skider
City Clerk

State of Michigan)
) ss
County of Wayne)

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

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

State of Michigan)
) ss
County of Wayne)

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

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

EXHIBIT A

Lots 1 to 9, both inclusive, except the northerly 11.00 feet thereof and Lots 14 to 27, both inclusive, and including Karmada and Blanche Streets and alley Right of Ways as dedicated in and by the plat of Thomas Subdivision of part of the Northwest 1/4 of Section 26, T. 1S., R. 8E., City of Plymouth, Wayne County, Michigan, as recorded in Liber 41 of Plats on Page 46, Wayne County Records, subject to easements of record. Total area, including Karmada and Blanche Streets and Alley Right of Ways approximately 4.75 Acres.

EXHIBIT B: PROJECT DESCRIPTION



CITY OF PLYMOUTH

www.plymouthmi.gov

Recreation Department
Plymouth Cultural Center
525 Farmer
Plymouth, MI 48170

Phone 734-455-6620

March 11, 2024

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

Dear Director Bradford:

Thank you for the information regarding the Wayne County Millage Funding Allocation for Fiscal Year 2023-2024 in the amount of \$21,941.00.

The City of Plymouth would like to use the Parks Millage Funding allocation to retrofit the current fluorescent lighting in the Plymouth Cultural Center with new LED fixtures, lamps and can lighting. If any purchases run over the allotted \$21,941.00, the balance will be paid by the City of Plymouth – Recreation Fund.

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

Please find attached a project description, lighting fixture, lamp and can lighting spec sheets and proof of ownership of the Community Center by the City of Plymouth. All actions will follow all City of Plymouth bidding and purchasing policies.

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

Sincerely,


Steve Anderson
Recreation Director

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

THE CITY OF HOMES

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



City of Plymouth – Recreation Department

Project Description for Wayne County Parks Millage Allocation

County Fiscal Year 2023 / 2024

Plymouth Cultural Center – LED Lighting Retrofit Project

Project:

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

The current lighting in the Plymouth Cultural Center is over 20 years old and is comprised of fluorescent tube lighting fixtures, parabolic tube lighting fixtures and incandescent can light fixtures. Some of the can lighting fixtures are original to the building built in 1972. With today's technology, we can change out current fixtures and tube lighting with LED retrofits to reduce the carbon footprint of the city as well as realizing a 50%-85% energy savings.

Purpose:

Exchange all current fluorescent tubes, fixtures and can lighting with energy efficient retrofit LED equivalents.

Purchasing and Funding:

The City of Plymouth will go out for competitive bid on all LED tubes, fixtures, and associated labor cost in accordance with all City of Plymouth purchasing policies. A final determination on the best value will be made by the City of Plymouth Commission with recommendations made by the administrative staff accordingly.

Funding not to exceed \$21,941.00 will come from the Wayne County Parks Millage Allocation. Any expenditure above the amount of \$21,941.00 will be funded by the City Recreation Capital Improvement Fund.

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

Anderson, Steve

To: Anderson, Steve
Subject: RE: LED Upgrade - Plymouth Cultural Center

Steve,

As discussed, below are unit cost estimates for you:

- 6 inch Downligh = WFD6 = \$30 each
- 4ft LED Lamp = T8-15-48G-8CCT-HYB = \$11.25 = (Need to be order by case quantity. Case = 25 lamps)
- Troffer = T34FA-2X4 = \$62 each – (Need to be ordered in Qty 2. 2 come in per box)

We will get samples on order and dropped off to you.

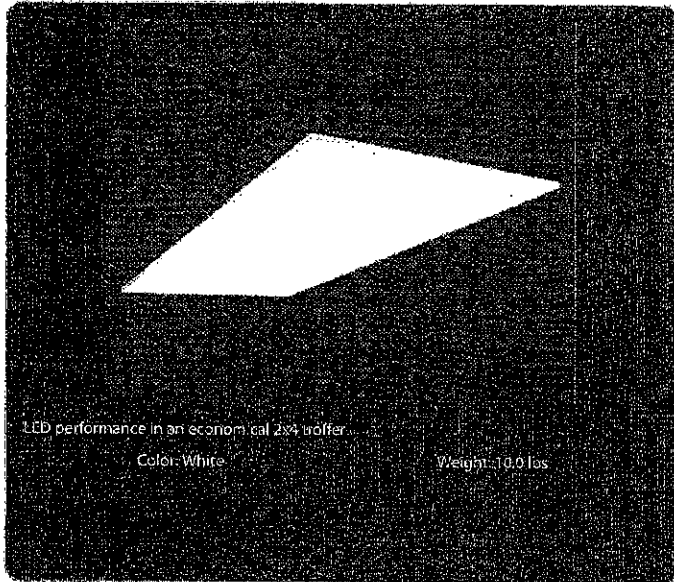
Thank you,

Ramon Ruiz
734-658-1661
8640 Ronda Drive
Canton, MI 48187
www.mcrep.com



1 Person can move 6,500 lbs of wire with the new ItoolCo Roll Jack





Project:

Type:

Prepared By:

Date:

Driver Info

Type	Constant Current
120V	0.34A
208V	0.20A
240V	0.17A
277V	0.15A
Input Watts	28.4-47.4W

LED Info

Watts	40W
Color Temp	3500K/4000K/5000K
Color Accuracy	81-84 CRI
L70 Lifespan	50,000 Hours
Lumens	3833-6027 lm
Efficacy	120.3-139 lm/W

Technical Specifications

Field Adjustability

Field Adjustable:
Field Adjustable Light Output:
2' x 4': 50W/40W/30W (factory default 40W)
Color temperature selectable by 3500K, 4000K and 5000K (factory default 4000K)

Compliance

UL Listed:
Suitable for damp locations

CCEA Compliant:

Luminaire Requirements used in Environmental Air Space per the electrical code specification of the City of Chicago

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires and LED components have been tested by an Independent laboratory in accordance with IESNA LM-79 and LM-80.

Trade Agreements Act Compliant:

This product is a product of Cambodia and a "designated country" end product that complies with the Trade Agreements Act

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities. Designed to meet DLC 5.1 requirements.
DLC Product Code: S-4LATM2

Construction

IC Rated:
Suitable for direct contact with insulation

Cold Weather Starting:

The minimum starting temperature is -20°C (-4°F)

Maximum Ambient Temperature:

Suitable for use in up to 40°C (104°F)

Lens:

Frosted polystyrene

Housing:

Plastic frame & galvanized steel back housing

Finish:

White

Mounting:

Recessed into T-grid ceiling. Surface and recessed mounting kits available for drywall ceilings.

Green Technology:

Mercury and UV free. RoHS-compliant components.

LED Characteristics

LEDs:
Long-life, high-efficacy, discrete, surface-mount LEDs

Performance

Lifespan:
50,000-Hour LED lifespan based on IES LM-80 results and TM-21 calculations

Wattage Equivalency:

Equivalent to (3) F32T8 or (3) F28T5

Electrical

Drivers:

30W: Constant Current, Class 2, 120-277V, 50/60 Hz, 120V: 0.25A, 208V: 0.15A, 240V: 0.13A, 277V: 0.11A
40W: Constant Current, Class 2, 120-277V, 50/60 Hz, 120V: 0.34A, 208V: 0.20A, 240V: 0.17A, 277V: 0.15A
50W: Constant Current, Class 2, 120-277V, 50/60 Hz, 120V: 0.42A, 208V: 0.25A, 240V: 0.21A, 277V: 0.18A

Dimming Driver:

Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims down to 10%.

THD:

7.89% at 120V, 6.23% at 277V

Power Factor:

99.32% at 120V, 95.1% at 277V

Technical Specifications (continued)

Other

Note:

All values are typical (tolerance +/- 10%)

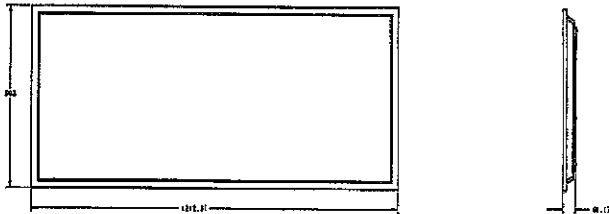
5 Yr Limited Warranty:

The RAB 5-year, limited warranty covers light output, driver performance and paint finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Dimensions



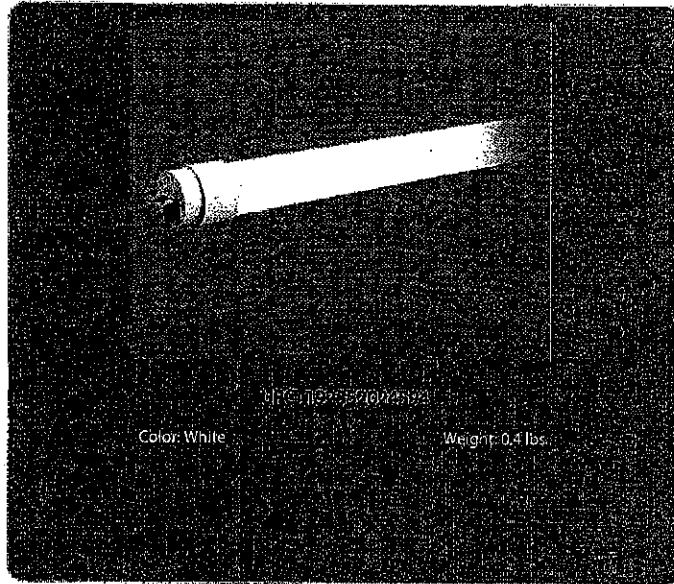
Features

- 0-10V dimming
- 50,000-Hour LED lifespan
- 5-Year, limited warranty
- 2 per case, must order in case quantity increments

Ordering Matrix

Family	Size/Wattage	Color Temp	Finish	Voltage	Options
T34FA	2X4	Blank = 3500K/4000K/5000K	Blank = White	Blank = 0-10V Dimming, 120-277V	Blank = No Option /LC = Lightcloud® Control /LCB = Lightcloud® Blue Enabled /MVS = Microwave Occupancy Sensor /E = Battery Backup
	2X2 = 2' x 2' 40/30/20W 1X4 = 1' x 4' 40/30/20W 2X4 = 2' x 4' 50/40/30W				

T8-15-48G-8CCT-HYB



Color: White

Weight: 0.4 lbs.

Project: <input type="text"/>	Type: <input type="text"/>
Prepared By: <input type="text"/>	Date: <input type="text"/>

Technical Specifications

Performance

Product Type:
Linear Tube

Input Wattage:
15W

Lumens (Nominal):

6500K: 2,133lm
5000K: 2,218lm
4000K: 2,200lm
3500K: 2,186lm
3000K: 2,124lm

L70 Lifespan:

50,000-Hour LED lifespan based on IES LM-70 results

Wattage Equivalency:

32W Fluorescent

Other

Efficacy:

6500K: 146lm/W
5000K: 151lm/W
4000K: 150lm/W
3500K: 149lm/W
3000K: 145lm/W

Compatible Products:

See Dimmer and Ballast compatibility lists.

Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

Note:

All values are typical (tolerance +/- 10%)

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Electrical

THD:

≤25%

Power Factor:

>0.9

Dimmable:

Yes

Dimming Type:

Type B @ 120V only, 0-10V & Phase cut

Input Voltage:

Type A: Ballast dependent
Type B: 120-277V

Operating Frequency:

60Hz

Operating Temperature:

-4°F to 113°F (-20°C to 45°C)

Flicker:

<40%

LED Characteristics

Color Temperature:

Field adjustable via dip switch
3000K/3500K/4000K/5000K/6500K

Color Accuracy (CRI):

>80 CRI

R9 Value:

High color performance with R9 no less than 0

Color Consistency:

<6-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color

Technical Specifications (continued)

Color Stability:

LED color temperature is warranted to shift no more than 200K in color temperature over a 5-year period

Color Uniformity:

RAB's range of Correlated Color Temperature follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Installation

Installation Method:

UL Type A+B, Hybrid

Construction

Base Type:

G13

Nominal Length:

4 ft

Bulb Shape:

T8

Endcap Material:

Plastic

Enclosure Material:

Glass

Lens Finish:

Frosted

Compliance

Listings:

UL Listed, UL Classified

Environment:

Suitable for use in dry and damp environments

Fixture Rating:

Suitable for use in enclosed fixtures

Model Number for Certification:

T10371(T8-15-48G-8CCT-HYB)

California Energy Commission (CEC) Status:

Lawful for Sales in California

NSF Listed:

Meets NSF/ANSI standards for use in Food Zone (non-contact), Splash, and Non-Food Zones. Tube guard required in open fixtures.

RoHS:

Mercury and UV free. RoHS-compliant components.

FCC:

Complies with Part 15B of the FCC Rules

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities. Designed to meet DLC 5.1 requirements.
DLC Product Code: S-CONSAX

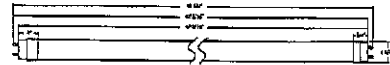
T8-15-48G-8CCT-HYB



Case and Pallet Dimensions

	QTY	LENGTH (In)	WIDTH (In)	HEIGHT (In)
CASE	25	50.63	6.18	7
PALLET	1050	51.42	37.87	49.33

Dimension

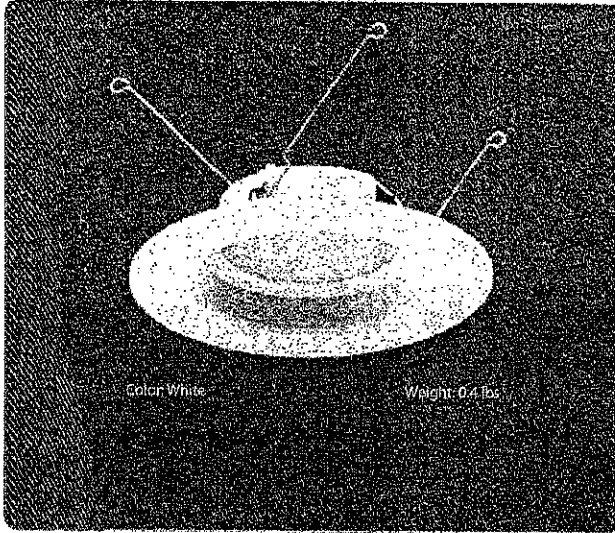


Features

- 5 Color temperature selectable between 6500K, 5000K, 4000K, 3500K, 3000K
- Direct Replacement for Fluorescent Lamps: F32T8/32W, F32T8/30W, F32T8/28W, F32T8/25W
- TYPE A - Plug and play compatible with most common commercial instant start T8 electronic ballasts
- TYPE B - can be wired directly to line voltage 120-277V. Can be wired using Single or Double ended method.
- Works with both shunted and non-shunted sockets

Ordering Matrix

Family	Wattage	Length	Material	CRI/Color Temp	Voltage	Installation Type	
T8	15	48	G	-	8CCT	-	HYB
	7.5 = 7.5W	24 = 2 ft	G = Glass	8CCT = 3000K/3500K/4000K/5000K/6500K CCT Adjustable	Blank = 120-277V	HYB = Hybrid	
	11 = 11W	36 = 3 ft					
	12 = 12W	48 = 4 ft					
	15 = 15W						



Project: <input type="text"/>	Type: <input type="text"/>
Prepared By: <input type="text"/>	Date: <input type="text"/>

Driver Info		LED Info	
Type	Constant Current	Watts	10W
120V	0.10A	Color Temp	2700K/3000K/3500K/4000K/5000K
208V	N/A	Color Accuracy	90 CRI
240V	N/A	L70 Lifespan	50,000 Hours
277V	N/A	Lumens	900 lm
Input Watts	10W	Efficacy	90

Technical Specifications

Performance

Product Type:
Recessed Retrofit

Descriptions:
Economical recessed retrofit, ideal for applications with more economical needs. Five field adjustable color temperatures to quickly and easily choose from.

Wattage Equivalency:
75W Halogen

Input Wattage:
10W

Lumens (Nominal):
2700K @ 939lm; 3000K @ 957lm; 3500K @ 973lm;
4000K @ 944lm; 5000K @ 910lm

Efficacy:
2700K @ 95lm/W; 3000K @ 97lm/W; 3500K @ 98lm/W; 4000K @ 95lm/W; 5000K @ 93lm/W

L70 Lifespan:
50,000-Hour LED lifespan based on IES LM-79 results

Electrical
Power Factor:
≥0.7

Dimmable:
Yes, dimmable down to 10% on compatible TRIAC/ELV dimming systems. See Dimmer Compatibility List.

Input Voltage:
120V

Operating Frequency:
60 Hz

Input Current @ 120V (mA):
100mA

Operating Temperature:
-13° to 104° F

Flicker:
±30%

Driver:
Driver:
Constant Current, 60 Hz, 120V, 120W; 0.10A

Optical
Beam Angle:
90°

LED Characteristics
Color Temperature:
Field Adjustable via dip switch
2700/3000/3500/4000/5000K

Color Accuracy (CRI):
>90 CRI

R9 Value:
High color performance with R9 greater than or equal to 50

Color Consistency:
4-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color

Color Stability:
LED color temperature is warranted to shift no more than 200K in color temperature over a 5-year period

Color Uniformity:
RAB's range of Correlated Color Temperature follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Installation
Mounting:
Recessed Housing

Construction
Base Type:
E26 Edison

Technical Specifications (continued)**Size:**

6"

Shape:

Round

Enclosure Material:

Plastic

Trim Style:

Baffle

Lens:

Polycarbonate light diffuser distributes light evenly and smoothly for general lighting applications

Cut Out Template Size:

6 5/16"

Compliance**Listings:**

UL Classified

Environment:

Suitable for use in dry, damp, and wet environments.

UV Rated:

Suitable for exposure to direct sunlight

IC Rated:

No

Air Tight:

No

Energy Star Approved:

This product is ENERGY STAR® Version 2.2 Certified.

Energy Star ID:

2669159

Model Number for Certification:

DLR0144(R34-6B)

T20 Compliant:

Can be used to conform with the requirements of California Title 20

California Title 24 JAB Compliant:

No

California Energy Commission (CEC) Status:

Lawful for Sales in California

NEC Compliant:

Suitable for use in closets. Compliant with NEC Sec. 410.16 (A)(1) and 410.16 (C3).

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

RoHS Compliant:

Mercury and UV free, RoHS-compliant components.

FCC:

Complies with Part 15 of the FCC Rules

Other**Accessories:**DLTRIM/RSRB-BN

6" Brushed nickel trim round baffle

DLTRIM/RSRB-BRZ

6" Bronze trim round baffle

DLTRIM/RSRB-B

6" Black trim round baffle

RELED-RETROBAND

Retrofit band

NDCANICGR

6" New construction housing

ROCANICGR

6" Retrofit housing

DRL-25-EMGR-DC

Emergency driver 25W

DRL-21-EMGR-DC-D10

Emergency driver 21W 0-10V T20

Warranty:RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.**Note:**

All values are typical (tolerance +/- 10%)

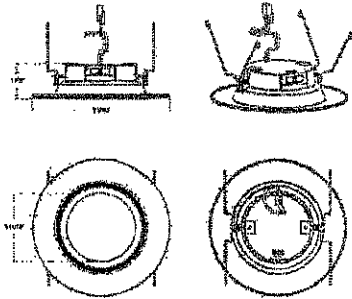
Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

R34-6B



Dimensions



Features

- Use to replace traditional halogen and incandescent light sources
- 5 color temperature selectable 2700/3000/3500/4000/5000K
- Compatible with most standard recessed housings
- E26 Edison base adapter included
- Anti-UV plastic extends the life of the housing

Ordering Matrix

Family	Size (Wattage)	Shape	CRI/Color Temp	Voltage	Finish	Trim
R34	6					B
	4 = 4" (7.5W) 6 = 6" (10W)	Blank = Round	Blank = 90CRI, 2700K/3000K/3500K/4000K/5000K Adjustable	Blank = 120V	Blank = White	Blank = Smooth B = Baffle

EXHIBIT C: SIGNAGE SPECIFICATIONS



WAYNE COUNTY MEMORANDUM PARKS DIVISION

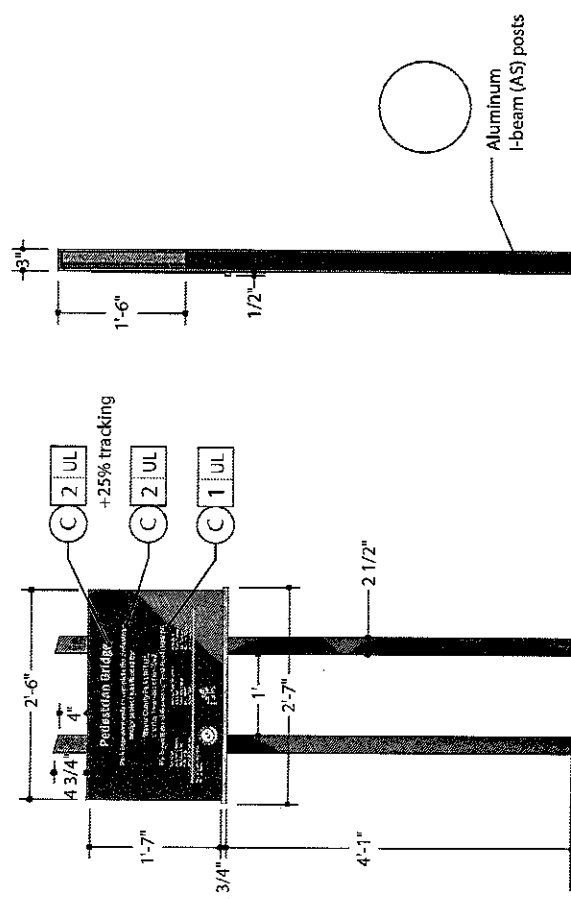
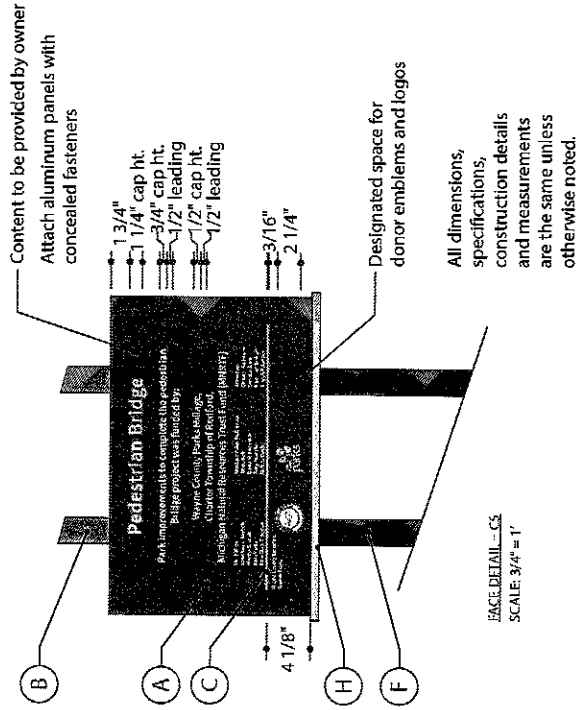
SIGN SPECIFICATIONS

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

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

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

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



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

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

Exhibit D: INSURANCE COVERAGES

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

Commercial General Liability (CGL)

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

Umbrella or Excess Liability

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

Automobile Liability

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

Workers' Compensation

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

Professional Liability (if Design/Build)

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

Builder's Risk (Course of Construction)

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

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

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

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

limits for the duration of this Agreement.

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

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

Claims-made Policies

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

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

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

Surety Bonds

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

RESOLUTION

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

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

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

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

NOW THEREFORE BE IT RESOLVED THAT The City Commission of the City of Plymouth does hereby authorize the mayor to execute the documents titled Agreement between the County of Wayne and the City of Plymouth for upgrades to the lighting systems at the Plymouth Cultural Center. This agreement is to have the County provide \$21,941.00 to assist the city with those improvements.



Administrative Information – No Action Required

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 - Budget Message for City Comm Packet 24 - 25 -04-01-24.docx*
Date: March 28, 2024
RE: Presentation of the Budget

INFORMATION ONLY – No Action Required

The City Administration is required to present the City Commission with the proposed budget at the first meeting in April. We are currently in the final stages of putting the budget documents together. We normally pass the books out at the City Commission Meeting and make it available on-line by the day after the meeting.

The City Charter requires that the administration deliver a balanced budget to the City Commission. The Headlee Amendment and Proposal A will continue to impact our revenue sources now and into the future. Those laws prevent the city from keeping up with the current high inflation rates. The state has determined that the city assessed property values will go up by 5% for the second year in a row, despite inflation running at higher rates.

We continue to be genuinely concerned about the 35th District Court as they are now operating at a deficit and now are an expense for the city. The Court is independent of the city, and we do not control their operations, but we must pay their expenses when they operate at a deficit. Obviously, having three judges and staff is part of the issue with deficit spending that needs to be addressed by the State of Michigan.

Again, in the proposed budget we have attempted as much as possible to maintain service levels and to address inflation driven higher costs for vendor services and the former defined benefit retirement plan, while providing a safe, clean community that delivers on the vision of the City Commission's strategic plan. This budget also once again lowers the city tax rate for property owners, with this budget we will have lowered the tax rate to citizens in eight of the last ten years.

Something as simple as the cost of gasoline has an impact on our ability to maintain our budget. We anticipate that we will continue to see increases in the cost of supplies and contractual services as those contractors attempt to meet their higher expenses for employees, and supplies. Increased utility costs for electricity, natural gas or even

NO ACTION REQUIRED – Informational Only

water affects our operations and especially in the General Fund. This will also affect our infrastructure program as contractors pass along higher expenses for fuel, asphalt, concrete, supplies, equipment and employees.

Despite our success at delivering a wide range of services, we all must be acutely aware that government cannot solve every individual issue or problem. Changing directions to respond to or developing specific ordinances to resolve a single issue will result in unintended consequences and will cause additional workload and expense.

The agreement with the City of Northville for fire service has recently been reviewed by the ICMA – Center for Public Safety Management and their study of Department operations has been posted on our website. We will continue to monitor and drive for improvement in their operations at the Plymouth Station. There are multiple recommendations in the CPSM Study which will need to be quickly implemented by Northville. It is anticipated that costs for this operation will continue to grow as they address staffing and leadership issues.

Our residents have passed a road bond package which shows that streets are a huge factor in the Quality-of-Life for our residents. In this budget, we will continue to move forward with our infrastructure plan, but we will need to be aware of the anticipated escalating costs. We anticipate awarding the 2024 construction bids on May 6, 2024, and we will close on the \$5 million+ bond issue on April 3, 2024.

We want to make special recognition of Finance Director John Scanlon and his staff who have put in extensive work to complete the proposed budget. The development of an award-winning budget is no small feat. The amount of detail in the budget is a result of our efforts related to transparency in our operations. We are keenly aware of the many additional hours that John put in on this project.

There is no action needed on this item, but we wanted this “on the record” to indicate that we have provided the City Commission with budget as required at the meeting.

We strongly encourage members of the City Commission to feel free to meet with John Scanlon and/or myself if you have any questions related to the budget in advance of the meeting or in advance of our budget study session.

The Budget Study Session is scheduled for 5:00 p.m. to 7:00 p.m. on Monday, April 8, 2024, here at City Hall.

NO ACTION REQUIRED – Informational Only