



Plymouth City Commission

Regular Meeting Agenda

Monday, December 2, 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: Dec 2 <https://us02web.zoom.us/j/84816084992>

Passcode: 674350 Webinar ID: 848 1608 4992

- 1. CALL TO ORDER**
 - a. Pledge of Allegiance
 - b. Roll Call
- 2. AUDIT PRESENTATION**
- 3. APPROVAL OF MINUTES**
 - a. November 18, 2024 City Commission Regular Meeting Minutes
- 4. APPROVAL OF THE AGENDA**
- 5. ENACTMENT OF THE CONSENT AGENDA**
 - a. Special Event: Ice Festival – January 31, February 1 & 2 2025
- 6. CITIZEN COMMENTS**
- 7. COMMISSION COMMENTS**
- 8. OLD BUSINESS**
- 9. NEW BUSINESS**
 - a. Annual County Right of Way Maintenance Permit A-25125
 - b. Radio System Upgrades for Police Department
 - c. HVAC Contract Bid Award
 - d. City Hall Roof Drain Repairs
- 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

ADMINISTRATIVE INFORMATION

To: Mayor & City Commission
CC: S:\Manager\Sincock Files\Memorandum - Audit Presentation 22 - 23 - 12-02-24.doc
From: Paul J. Sincock -City Manager
Date: 11/22/2024
Re: Audit Presentation

The City's Independent Auditor will make a presentation to the City Commission at the meeting on Monday.

The City Staff has worked well with our auditor, Rana Emmons and her team from PSLZ and together we have worked to resolve the questions and issues posed by the Auditing staff.

As you are aware, the Auditor is contracted by the City Commission to review the work of the City Administration and to report back to the Commission. The Auditor is the City Commission's contractor, and her reports are independent of the City Administration. The purpose of the audit is for the auditor to express an opinion about whether the financial statements prepared by management are fairly presented.

Rana Emmons will give a presentation for the City Commission on Monday on Zoom. Members of the Commission are welcome to contact Rana in advance of the meeting if they have any specific questions that they may wish to have answered prior to the public presentation. You may also forward any comments/questions to the City Administration in advance of the meeting, and we will forward them to the Auditor.

No action is required on this matter as this is a report to the City Commission and we use the audit to file reports with various agencies during late December to show the fiscal health of the city. A complete copy of the Audit will be posted on the City's Web Site.

**CITY OF PLYMOUTH
Wayne County, Michigan**

AUDITED FINANCIAL REPORT

**For the Fiscal Year Ended
June 30, 2024**

CITY OF PLYMOUTH
For the Year Ended June 30, 2024

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For the Year Ended June 30, 2024

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PSLZ PLLC

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Independent Auditor's Report

To the Honorable Mayor and City Commission
City of Plymouth, Michigan

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Plymouth, Michigan, as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate of all remaining fund information of the City of Plymouth, Michigan, as of June 30, 2024, and the respective changes in its financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the City and to meet our ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Honorable Mayor and City Commission
City of Plymouth, Michigan

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and other required supplemental information, as identified in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplemental Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Plymouth's basic financial statements. The other supplemental information, as identified in the table of contents, is presented for the purpose of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to underlying accounting and other records used to prepare the basic financial statements or the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the other supplemental information, as identified in the table of contents is fairly stated in all material respects in relation to the basic financial statements as a whole.

Respectfully,



PSLZ PLLC
Certified Public Accountants

November 11, 2024



CITY OF PLYMOUTH

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Phone 734-453-1234
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Management's Discussion and Analysis

As management of the City of Plymouth, we offer readers of the City of Plymouth's financial statements this narrative overview and analysis of the financial activities of the City of Plymouth for the fiscal year ended June 30, 2024.

Financial Highlights

- The assets of the City of Plymouth exceeded its liabilities at the close of the most recent fiscal year by \$31,062,891 (*net position*).
- As of the close of the current fiscal year, the City of Plymouth's governmental funds reported combined ending fund balances of \$15,676,195, an increase of \$5,032,455 over the prior year. Approximately 26% of this total amount, \$4,058,493 is *available for spending* at the government's discretion (*uncommitted fund balance*).
- At the end of the current fiscal year, the total fund balance for the general fund was \$4,852,062, an increase of \$320,548 over the prior year, and approximately 46% of total general fund expenditures.
- The City of Plymouth's total long-term debt increased \$2,778,004 during the fiscal year as the City issued road improvement bonds of \$5,030,000 during the current fiscal year less annual debt service payments made of \$2,251,996.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City of Plymouth's basic financial statements. The City of Plymouth's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City of Plymouth's finances in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City of Plymouth's assets and liabilities, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City of Plymouth is improving or deteriorating.

The *statement of activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash*

flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City of Plymouth that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City of Plymouth include general government, public safety, highways and streets, sanitation, and culture and recreation. The business-type activities of the City of Plymouth include a water and sewer system.

The government-wide financial statements include not only the City of Plymouth itself (known as the *primary government*), but also a legally separate Downtown Development Authority, and other "non major" component units for which the City of Plymouth is financially accountable. Financial information for these *component units* are reported separately from the financial information presented for the primary government itself. The government-wide financial statements can be found on pages 12-14 of this report.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Plymouth, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City of Plymouth can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City of Plymouth maintains eightenn individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund which is the only governmental major fund. Data from the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of *combining statements* elsewhere in this report.

The City of Plymouth adopts an annual appropriated budget for its general fund and special revenue funds. A budgetary comparison statement has been provided for the general fund on page 55 to demonstrate compliance with this budget.

Proprietary funds. The City of Plymouth maintains a single proprietary fund. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City of Plymouth uses an enterprise fund to account for its water and sewer activity.

Internal service funds are an accounting device used to accumulate and allocate costs internally among the City of Plymouth's various functions. The City of Plymouth uses an internal service fund to account for its fleet of vehicles, and other equipment. Because these services predominantly benefit governmental rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements.

Fiduciary funds. Fiduciary funds are custodial funds used to account for resources held for the benefit of parties outside the government. Fiduciary funds are *not* reflected in the government-wide financial statement because the resources of those funds are *not* available to support the City of Plymouth's own programs. The basic fiduciary fund financial statements can be found on page 20 of this report.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 23-50 of this report.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* concerning the City of Plymouth's progress in funding its obligation to provide pension benefits and other post-employment benefits to its employees. This information can be found on pages 51 - 54 of this report.

The combining statements referred to earlier in connection with nonmajor governmental funds are presented immediately following the required supplementary information on pensions. Combining and individual fund statements and schedules can be found on pages 56-64 of this report.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City of Plymouth, assets exceeded liabilities by \$31,062,891 at the close of the most recent fiscal year.

By far the largest portion of the City of Plymouth's net position (131%) reflects its investment in capital assets (e.g., land, buildings, machinery, and equipment); less any related debt used to acquire those assets that is still outstanding. The City of Plymouth used these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the City of Plymouth's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

City of Plymouth's Net Position

	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
Current and other assets	\$ 18,337,479	\$ 13,317,417	\$ 1,359,712	\$ 2,464,090	\$ 19,697,191	\$ 15,781,507
Capital Assets	28,016,216	27,058,983	13,845,140	13,385,922	41,861,356	40,444,905
Total Assets	<u>46,353,695</u>	<u>40,376,400</u>	<u>15,204,852</u>	<u>15,850,012</u>	<u>61,558,547</u>	<u>56,226,412</u>
Deferred Outflows	734,638	708,563	-	-	734,638	708,563
Long-term liabilities	25,882,446	25,972,985	220,000	430,000	26,102,446	26,402,985
Other liabilities	2,562,489	2,750,532	271,955	685,462	2,834,444	3,435,994
Total Liabilities	<u>28,444,935</u>	<u>28,723,517</u>	<u>491,955</u>	<u>1,115,462</u>	<u>28,936,890</u>	<u>29,838,979</u>
Deferred Inflows	2,268,569	2,289,848	24,835	49,670	2,293,404	2,339,518
Net Position:						
Net Investment						
in capital assets	27,227,889	20,763,730	13,600,305	12,906,252	40,828,194	33,669,982
Restricted	5,963,945	5,376,178	-	-	5,963,945	5,376,178
Unrestricted (Deficit)	<u>(16,817,005)</u>	<u>(16,068,310)</u>	<u>1,087,757</u>	<u>1,778,628</u>	<u>(15,729,248)</u>	<u>(14,289,682)</u>
Total Net Position	<u>\$ 16,374,829</u>	<u>\$ 10,071,598</u>	<u>\$ 14,688,062</u>	<u>\$ 14,684,880</u>	<u>\$ 31,062,891</u>	<u>\$ 24,756,478</u>

An additional portion of the City of Plymouth's net position \$5,963,945 represents resources that are subject to external restrictions on how they may be used.

	Governmental Activities		Business-type Activities		Totals	
	2024	2023	2024	2023	2024	2023
Program Revenues:						
Charges for Services	\$ 3,321,483	\$ 3,342,825	\$ 4,845,969	\$ 4,521,810	\$ 8,167,452	\$ 7,864,635
Operating Grants & Contrib.	2,377,792	2,049,079	-	-	2,377,792	2,049,079
Capital Grants & Contrib.	-	-	50,000	-	50,000	-
General Revenues:						
Property Taxes	10,343,734	9,815,585	-	-	10,343,734	9,815,585
State Shared Revenues	1,159,781	1,170,941	-	-	1,159,781	1,170,941
Franchise Fees	174,194	192,933	-	-	174,194	192,933
Investment Earnings	416,466	225,811	71,205	97,617	487,671	323,428
Total Revenues	<u>17,793,450</u>	<u>16,797,174</u>	<u>4,967,174</u>	<u>4,619,427</u>	<u>22,760,624</u>	<u>21,416,601</u>
Program Expenses:						
General Government	1,627,951	2,043,696	-	-	1,627,951	2,043,696
Public Safety	4,796,190	5,886,661	-	-	4,796,190	5,886,661
Public Works	3,288,728	4,797,256	-	-	3,288,728	4,797,256
Recreation and Cultural	1,628,733	1,327,694	-	-	1,628,733	1,327,694
Interest on Long-Term Debt	148,617	205,222	-	-	148,617	205,222
Water and Sewer	-	-	4,963,992	4,922,359	4,963,992	4,922,359
Total Expenses	<u>11,490,219</u>	<u>14,260,529</u>	<u>4,963,992</u>	<u>4,922,359</u>	<u>16,454,211</u>	<u>19,182,888</u>
Change in Net Position	<u>\$ 6,303,231</u>	<u>\$ 2,536,645</u>	<u>\$ 3,182</u>	<u>\$ (302,932)</u>	<u>\$ 6,306,413</u>	<u>\$ 2,233,713</u>

Governmental activities. Governmental activities increased the City of Plymouth's net position by \$6,303,231. Governmental expenses totaled \$11,490,219 in the current fiscal year as compared to \$14,260,529 in the prior year. The prior year included expenses of \$2,147,370 related to a net pension liability increase. The current year includes a net decrease in the net pension expenses of \$1,873,388.

Business-type activities. Business-type activities increased the City of Plymouth's net position by \$3,182. The City's only business-type activity, the water and sewer fund, has demonstrated improvement for the past few years parallel with the improvements in the governmental activities sector. Much of the accumulation of unrestricted assets are the result of the City Commission's desire to provide more reserves to cover unanticipated system replacements as well as to provide for significant future internal funding of ongoing utility replacements as part of the street construction program.

Financial Analysis of the Government's Funds

As noted earlier, the City of Plymouth uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City of Plymouth's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the City of Plymouth's financing requirements. In particular, *unrestricted fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City of Plymouth's governmental funds reported combined ending fund balances of \$15,676,195, an increase of \$5,032,455 in comparison with the prior year. In the current year, the governmental funds include the bond proceeds from the issuance of street improvement bonds.

Proprietary funds. The City of Plymouth's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. Unrestricted net position of the Water and Sewer Fund at the end of the year amounted to \$1,087,757. The increase in net position was \$3,182 compared to a decrease of \$302,932 in the prior year. Other factors concerning the finances of the fund have already been addressed in the discussion of the City of Plymouth's business-type activities.

General Fund Budgetary Highlights

The budget is a collaborative process between the City administration and City Commission, which begins with the distribution of materials to department heads in January of each year. Department heads submit their funding request in February. Costs are deliberated and funding requests are debated, which ultimately results in a proposed budget delivered to the City Commission per Charter Section 8.2. Through the budget review process, the final draft is created and sent to the City Commission for approval in June of each year. The multi-year budget model, which the City adopted beginning with the 2004-05 budget, has provided the administration with much needed assistance in achieving financial stability and strengthening operational fund balances as reflected in this audit report. The City of Plymouth reviews and approves budget amendments on a quarterly basis during November, February, May and June of each year. It is through this process that the City administration and City Commission are able to adaptively adjust to our ever-changing environment.

Capital Asset and Debt Administration

Capital assets. The City of Plymouth's investment in capital assets for its governmental and business type activities as of June 30, 2024, amounts to \$41,861,356 (net of accumulated depreciation). This investment in capital assets includes land, buildings and system improvements, machinery and equipment, park facilities, roads and highways.

Most of the significant capital asset changes during the current fiscal year occurred as we near the completion of infrastructure improvements as part of the street reconstruction program involving replacement of roads, drainage systems and water and sewer utility mains.

Long-term debt. At the end of the current fiscal year, the City of Plymouth had total bonded and installment debt outstanding of \$10,211,694 in addition to \$205,000 of debt obligations from the DDA, all of which comprises debt backed by the full faith and credit of the government. The City made annual debt service payments of \$2,046,996 and \$205,000 of payments by the DDA. The City also issued general obligation bonds of \$5,030,000 during fiscal year 2024 for street improvements. Additional information on the City of Plymouth's long-term debt can be found in notes III.D. on page 38-39.

Economic Factors and Next Year's Budgets and Rates

The City's overall financial health remains stable. In March 2024, S&P Global Ratings upgraded the City's credit rating from "AA" to "AA+" while affirming a stable outlook. In June 2024, the City Commission approved a General Fund budget of \$13,649,640, including an allocation of \$2,943,750 for capital improvements. The increase in capital expenditures is attributed to proposed enhancements at Riverside Cemetery, funded through city fund balance reserves. The budget framework is designed to ensure the City's continued ability to deliver high-quality services while addressing emerging challenges in an evolving economy. Additionally, it reflects our commitment to strategic, long-term financial management.

In April 2024, the City issued \$5,030,000 in bonds, representing the remaining balance of the approved \$12,280,000 from the 2019 ballot proposal. The bonds were issued at a premium of \$389,554, with an average coupon rate of 4.0% and a true interest rate of 2.7%. These bonds are vital to sustaining the City's annual street construction program.

The City of Plymouth continues to benefit from a strong and growing housing market, despite limited developable land. Taxable values in the City saw a commendable 7.0% growth over the past year. However, in accordance with the Headlee Formula from the 1978 Headlee Amendment, municipalities in Michigan are limited to a maximum inflationary growth rate of 5.0%. As a result, the City reduced its maximum allowable millage rate for 2024 from 10.3410 in 2023 to 10.3099. This reduction of 0.0311 mills marks the ninth operating millage rollback in the past decade.

The waste and recycling operating millage rate remained steady at 1.8200 mills, while the City's general obligation debt millage rate decreased from 2.7300 mills to 1.9500 mills due to reduced debt expenditures. This adjustment in the general obligation (GO) debt millage aligns with service requirements related to the street bond sales of 2020 and 2024.

Recommendations put forth by the staff for service charges and utility rates, effective July 1, 2024, included maintaining the trash cart service fees at \$10.25 per month, marking the fifth consecutive year without an increase. Water and sewer usage charges experienced a 4.0% increase per thousand gallons, rising from \$6.48 and \$8.32 to \$6.84 and \$8.50 respectively. The City Commission approved all proposed fee adjustments.

Requests for Information

This financial report is designed to provide a general overview of the City of Plymouth's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Office of the Finance Director, 201 S. Main Street, City of Plymouth, Michigan 48170.

BASIC FINANCIAL STATEMENTS

CITY OF PLYMOUTH
Statement of Net Position
June 30, 2024

	Primary Government			Component Units
	Governmental Activities	Business-type Activities	Total	
ASSETS				
Cash and Cash Equivalents	\$ 17,102,384	\$ 167,391	\$ 17,269,775	\$ 1,030,158
Investments	83,591	-	83,591	-
Receivables (net of allowance for uncollectibles)	318,778	1,097,522	1,416,300	23,926
Due from Other Funds	80,000	-	80,000	-
Due from Primary Government	-	-	-	10,824
Due from Other Governmental Units	541,349	-	541,349	-
Inventory	77,643	94,799	172,442	-
Prepaid Expenses	133,734	-	133,734	-
Capital Assets (Net of Accumulated Depreciation)	28,016,216	13,845,140	41,861,356	3,811,577
Total Assets	<u>46,353,695</u>	<u>15,204,852</u>	<u>61,558,547</u>	<u>4,876,485</u>
DEFERRED OUTFLOWS OF RESOURCES				
Deferral related to Pension and OPEB	734,638	-	734,638	-
LIABILITIES				
Accounts Payable	990,274	252,250	1,242,524	140,068
Accrued Liabilities	286,668	19,705	306,373	2,064
Due to Component Unit	10,824	-	10,824	-
Due to Other Governmental Units	380,189	-	380,189	-
Unearned Revenue	894,534	-	894,534	-
Noncurrent Liabilities:				
Compensated Absences	378,317	-	378,317	-
Other Post Employment Benefits (OPEB)	11,206,592	-	11,206,592	-
Net Pension Liability	4,305,843	-	4,305,843	-
Due within one year	1,249,605	220,000	1,469,605	205,000
Due in more than one year	8,742,089	-	8,742,089	-
Total Liabilities	<u>28,444,935</u>	<u>491,955</u>	<u>28,936,890</u>	<u>347,132</u>
DEFERRED INFLOW OF RESOURCES				
Deferral related to Pension and OPEB	1,437,993	-	1,437,993	-
Unamortized Bond Premium	830,576	24,835	855,411	19,170
	<u>2,268,569</u>	<u>24,835</u>	<u>2,293,404</u>	<u>19,170</u>
NET POSITION				
Net Investment in Capital Assets	27,227,889	13,600,305	40,828,194	3,587,407
Restricted for:				
Capital Projects	633,879	-	633,879	-
Debt Service	605,333	-	605,333	-
Special Revenue	4,065,432	-	4,065,432	-
Other	659,301	-	659,301	-
Unrestricted (Deficit)	<u>(16,817,005)</u>	<u>1,087,757</u>	<u>(15,729,248)</u>	<u>922,776</u>
Total Net Position	<u>\$ 16,374,829</u>	<u>\$ 14,688,062</u>	<u>\$ 31,062,891</u>	<u>\$ 4,510,183</u>

CITY OF PLYMOUTH
Statement of Activities
For the Year Ended June 30, 2024

<u>Functions/Programs</u>	Program Revenues			
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Primary Government:				
Governmental Activities:				
General Government	\$ 1,627,951	\$ 1,294,763	\$ 632,849	\$ -
Public Safety	4,796,190	728,355	56,654	-
Public Works	3,288,728	440,043	1,240,742	-
Recreation and Cultural	1,628,733	858,322	447,547	-
Interest on Long-Term Debt	148,617	-	-	-
Total Governmental Activities	11,490,219	3,321,483	2,377,792	-
Business-type Activities:				
Water and Sewer	4,963,992	4,845,969	-	50,000
Total Primary Government	\$ 16,454,211	\$ 8,167,452	\$ 2,377,792	\$ 50,000
 Component Units:				
D.D.A./B.R.A./E.D.C.	\$ 2,460,136	\$ 29,751	\$ 26,287	\$ -

General Revenues:
Property Taxes
State Shared Revenues
Franchise Fee
Unrestricted Investment Earnings
Total General Revenues and Transfers

Change in Net Position
Net Position - Beginning

Net Position - Ending

Net (Expense) Revenue and Changes in Net Position

Primary Government			
Governmental Activities	Business-type Activities	Total	Component Units
\$ 299,661	\$ -	\$ 299,661	\$ -
(4,011,181)	-	(4,011,181)	-
(1,607,943)	-	(1,607,943)	-
(322,864)	-	(322,864)	-
(148,617)	-	(148,617)	-
<u>(5,790,944)</u>	<u>-</u>	<u>(5,790,944)</u>	<u>-</u>
<u>-</u>	<u>(68,023)</u>	<u>(68,023)</u>	<u>-</u>
<u>(5,790,944)</u>	<u>(68,023)</u>	<u>(5,858,967)</u>	<u>-</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>(2,404,098)</u>
10,343,734	-	10,343,734	1,776,112
1,159,781	-	1,159,781	-
174,194	-	174,194	-
416,466	71,205	487,671	55,017
<u>12,094,175</u>	<u>71,205</u>	<u>12,165,380</u>	<u>1,831,129</u>
6,303,231	3,182	6,306,413	(572,969)
<u>10,071,598</u>	<u>14,684,880</u>	<u>24,756,478</u>	<u>5,083,152</u>
<u>\$ 16,374,829</u>	<u>\$ 14,688,062</u>	<u>\$ 31,062,891</u>	<u>\$ 4,510,183</u>

CITY OF PLYMOUTH
Balance Sheet
Governmental Funds
June 30, 2024

	<u>General</u>	<u>2024 Road Construction Fund</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
<u>ASSETS</u>				
Cash and Cash Equivalents	\$ 5,689,406	\$ 4,910,160	\$ 6,345,455	\$ 16,945,021
Investments	-	-	83,591	83,591
Receivables (net of allowance for uncollectibles):				
Taxes	68,497	-	-	68,497
Accounts	121,177	-	129,104	250,281
Due from Other Funds	80,000	-	-	80,000
Due from Other Governmental Units	342,938	-	198,411	541,349
Inventory	29,835	-	43,450	73,285
Prepaid Expenditures	133,734	-	-	133,734
	<u>\$ 6,465,587</u>	<u>\$ 4,910,160</u>	<u>\$ 6,800,011</u>	<u>\$ 18,175,758</u>

LIABILITIES AND FUND BALANCE

Liabilities:				
Accounts Payable	\$ 557,748	\$ 210,128	\$ 171,931	\$ 939,807
Accrued and Other Liabilities	270,230	-	3,979	274,209
Due to Other Governmental Units	380,189	-	-	380,189
Due to Component Unit	10,824	-	-	10,824
Unearned Revenue	394,534	-	500,000	894,534
Total Liabilities	<u>1,613,525</u>	<u>210,128</u>	<u>675,910</u>	<u>2,499,563</u>
Fund Balances:				
Non Spendable-Inventory and Prepaid Expenditures	163,569	-	43,450	207,019
Non Spendable-Long Term Accounts Receivable	80,000	-	-	80,000
Restricted:				
Capital Projects	-	4,700,032	633,879	5,333,911
Debt Service	-	-	605,333	605,333
Special Revenue	-	-	4,065,432	4,065,432
Cemetery	-	-	659,301	659,301
Committed	550,000	-	116,706	666,706
Unassigned	4,058,493	-	-	4,058,493
Total Fund Balances	<u>4,852,062</u>	<u>4,700,032</u>	<u>6,124,101</u>	<u>15,676,195</u>
Total Liabilities and Fund Balances	<u>\$ 6,465,587</u>	<u>\$ 4,910,160</u>	<u>\$ 6,800,011</u>	

Amounts reported for governmental activities in the statement of net position are different because:

Capital Assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	24,106,042
Internal Service Funds are used by management to charge the costs of motor pool to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position. These liabilities do not require current resources:	3,002,275
Other Post Employment Benefits Liability	(12,190,931)
Compensated Absences Liability	(378,317)
Net Pension Liability	(4,024,859)
Deferred Charges on Bonds	(830,576)
Long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported in the funds.	(8,985,000)
Net Position of Governmental Activities	<u>\$ 16,374,829</u>

CITY OF PLYMOUTH
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2024

	<u>General</u>	<u>2024 Road Construction Fund</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
<u>Revenues</u>				
Property Taxes	\$ 7,261,005	\$ -	\$ 3,082,729	\$ 10,343,734
Licenses and Permits	2,249	-	545,033	547,282
Intergovernmental:				
Federal, State and Local	1,581,877	-	1,740,577	3,322,454
Charges for Services	1,189,105	-	1,457,464	2,646,569
Interest	242,102	45,901	128,463	416,466
Other	503,516	-	13,429	516,945
Total Revenues	<u>10,779,854</u>	<u>45,901</u>	<u>6,967,695</u>	<u>17,793,450</u>
<u>Expenditures</u>				
Current:				
General Government	2,411,102	-	-	2,411,102
Public Safety	5,738,076	-	674,506	6,412,582
Public Works	1,116,825	-	2,830,345	3,947,170
Recreation and Cultural	277,162	-	1,421,490	1,698,652
Debt Service:				
Principal	-	-	1,590,000	1,590,000
Interest and Other Charges	-	-	186,550	186,550
Capital Outlay	464,470	765,423	704,600	1,934,493
Total Expenditures	<u>10,007,635</u>	<u>765,423</u>	<u>7,407,491</u>	<u>18,180,549</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>772,219</u>	<u>(719,522)</u>	<u>(439,796)</u>	<u>(387,099)</u>
<u>Other Financing Sources (Uses)</u>				
Proceeds from Bond Issuance	-	5,419,554	-	5,419,554
Transfers In	-	-	837,337	837,337
Transfers Out	<u>(451,671)</u>	<u>-</u>	<u>(385,666)</u>	<u>(837,337)</u>
Total Other Financing Sources (Uses)	<u>(451,671)</u>	<u>5,419,554</u>	<u>451,671</u>	<u>5,419,554</u>
Net Change in Fund Balances	320,548	4,700,032	11,875	5,032,455
Fund Balances - Beginning	<u>4,531,514</u>	<u>-</u>	<u>6,112,226</u>	<u>10,643,740</u>
Fund Balances - Ending	<u>\$ 4,852,062</u>	<u>\$ 4,700,032</u>	<u>\$ 6,124,101</u>	<u>\$ 15,676,195</u>

CITY OF PLYMOUTH
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances
of Governmental Funds to the Statement of Activities
For the Year Ended June 30, 2024

Amounts reported for governmental activities in the statement of activities (page 12-13) are different because:

Net change in fund balances - total governmental funds (page 15)	\$	5,032,455
<p>Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlay expenditures exceeded depreciation expense in the current period.</p>		
Capital Outlay		2,562,575
Depreciation Expense		(1,713,216)
<p>The net decrease in other post employment benefit obligations (OPEB) does not require current resources and are not included in governmental funds.</p>		
		1,785,356
<p>The net decrease in Net Pension Liability does not require current resources and are not included in governmental funds.</p>		
		1,873,388
<p>The issuance of long-term debt (e.g. bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of issuance costs, premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.</p>		
Bond Issuance Proceeds		(5,419,554)
Bond Amortization		73,503
Principal Repayments		1,590,000
Compensated Absences increase		(11,796)
<p>Internal service funds are used by management to charge the costs of fleet management and management information systems to individual funds. The net revenue of certain activities of internal service funds is reported with governmental activities.</p>		
		<u>530,520</u>
Change in net position in governmental activities (page 13)	\$	<u><u>6,303,231</u></u>

CITY OF PLYMOUTH
Balance Sheet
Proprietary Funds
June 30, 2024

	<u>Business Type Activity Enterprise Fund</u>	<u>Governmental Activities - Internal Service</u>
	<u>Water & Sewer</u>	<u>Equipment Fund</u>
<u>ASSETS</u>		
Current Assets:		
Cash and Cash Equivalents	\$ 167,391	\$ 157,363
Accounts Receivable	1,097,522	-
Inventory	94,799	4,358
Total Current Assets	1,359,712	161,721
Property, Plant and Equipment:		
Water and Sewer Infrastructure	23,334,136	-
Machinery, Equipment and Vehicles	1,878,881	7,897,019
Accumulated Depreciation	(11,367,877)	(3,986,845)
Net Property, Plant and Equipment	13,845,140	3,910,174
Total Assets	\$ 15,204,852	\$ 4,071,895
<u>LIABILITIES, DEFERRED INFLOWS AND NET POSITION</u>		
Current Liabilities:		
Accounts Payable	\$ 252,250	\$ 50,467
Accrued Liabilities	19,705	12,459
Current Portion of Long Term Debt Payable	220,000	229,605
Total Current Liabilities	491,955	292,531
Long-Term Liabilities:		
Notes Payable	-	777,089
Deferred Inflow - Bond Refunding	24,835	-
Net Position:		
Net Investment in Capital Assets	13,600,305	2,903,480
Unrestricted	1,087,757	98,795
Total Net Position	14,688,062	3,002,275
Total Liabilities, Deferred Inflows and Net Position	\$ 15,204,852	\$ 4,071,895

CITY OF PLYMOUTH
Statement of Revenues, Expenses and Changes in Fund Equity
Proprietary Funds
For the Year Ended June 30, 2024

	Business Type Activity Enterprise Fund	Governmental Activities - Internal Service
	Water & Sewer	Equipment Fund
<u>Operating Revenues:</u>		
Charges for Services	\$ 4,845,969	\$ -
Rental Income	-	1,424,301
Miscellaneous	-	14,130
Total Operating Revenues	4,845,969	1,438,431
<u>Operating Expenses:</u>		
Personal Services, Other and Administrative	699,040	508,577
Trunk and Lateral	350,058	-
Mains Maintenance	278,260	-
Service Maintenance	134,609	-
Sewage Disposal Charges	1,504,807	-
Purchased Water	1,112,851	-
Meter Maintenance	180,562	-
Hydrant Maintenance	42,151	-
Depreciation and Amortization	648,364	385,541
Total Operating Expenses	4,950,702	894,118
Operating Income (Loss)	(104,733)	544,313
<u>Non-Operating Revenues (Expenses):</u>		
Grants	50,000	-
Interest Income	71,205	21,777
Interest Expense	(13,290)	(35,570)
Total Non-Operating Revenues (Expenses)	107,915	(13,793)
Net Income	3,182	530,520
Net Position, Beginning	14,684,880	2,471,755
Net Position, Ending	\$ 14,688,062	\$ 3,002,275

CITY OF PLYMOUTH
Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2024

	Business Type Activity Enterprise Fund	Governmental Activities - Internal Service
	Water & Sewer	Equipment Fund
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Receipts from customers and users	\$ 4,769,205	\$ 14,130
Receipts from quasi-external transactions	-	1,424,301
Payments to suppliers	(3,941,891)	(520,071)
Payments to employees	(712,626)	(7,894)
Net Cash Provided by Operating Activities	<u>114,688</u>	<u>910,466</u>
<u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u>		
Purchases of Capital Assets	(1,107,582)	(493,315)
Principal Paid on Capital Debt	(210,000)	(246,996)
Interest Paid on Capital Debt	(13,290)	(35,570)
Net Cash Provided (Used) by Capital and Related Financing Activities	<u>(1,330,872)</u>	<u>(775,881)</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Interest Earned	71,205	21,777
Net Increase (Decrease) in Cash and Cash Equivalents	(1,144,979)	156,362
Cash and Cash Equivalents, Beginning	<u>1,312,370</u>	<u>1,001</u>
Cash and Cash Equivalents, Ending	<u>\$ 167,391</u>	<u>\$ 157,363</u>
<u>Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities:</u>		
Operating Income (Loss)	\$ (104,733)	\$ 544,313
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities:		
Depreciation and Amortization Expense	673,529	385,541
(Increase) Decrease in Receivables	(76,764)	-
(Increase) Decrease in Inventory	36,163	8,960
Increase (Decrease) in Accounts Payable	(399,921)	(28,163)
Increase (Decrease) in Accrued Liabilities	(13,586)	(185)
Net Cash Provided by Operating Activities	<u>\$ 114,688</u>	<u>\$ 910,466</u>

CITY OF PLYMOUTH
Statement of Fiduciary Net Position
Fiduciary Funds
June 30, 2024

	<u>Custodial Funds</u>
<u>ASSETS</u>	
Cash	\$ 53,437
<u>LIABILITIES</u>	
Due to Other Governments	<u>53,437</u>
NET POSITION	\$ <u><u>-</u></u>

CITY OF PLYMOUTH
Statement of Changes in Fiduciary Net Position
Fiduciary Funds
For the Fiscal Year Ended June 30, 2024

	<u>Custodial Funds</u>
Additions:	
Taxes Collected for Other Governments	\$ 23,376,127
Deductions:	
Payment of Taxes to Other Governments	<u>23,376,127</u>
Change in Net Position	\$ <u><u>-</u></u>

CITY OF PLYMOUTH
Statement of Net Position - Component Units
June 30, 2024

	<u>Major Funds</u>		<u>Non Major</u>	<u>Total</u>
	<u>Downtown Development Authority</u>	<u>Brownfield Redevelopment Authority</u>	<u>Economic Development Authority</u>	
<u>ASSETS</u>				
Cash and Cash Equivalents	\$ 849,891	\$ 180,267	\$ -	\$ 1,030,158
Accounts Receivable	23,926	-	-	23,926
Due from Primary Government	-	-	10,824	10,824
Capital Assets (Net of Accumulated Depreciation)	<u>3,811,577</u>	<u>-</u>	<u>-</u>	<u>3,811,577</u>
Total Assets	<u>4,685,394</u>	<u>180,267</u>	<u>10,824</u>	<u>4,876,485</u>
<u>LIABILITIES</u>				
Accounts Payable	119,471	20,597	-	140,068
Accrued Liabilities	2,064	-	-	2,064
Noncurrent Liabilities:				
Due within one year	<u>205,000</u>	<u>-</u>	<u>-</u>	<u>205,000</u>
Total Liabilities	<u>326,535</u>	<u>20,597</u>	<u>-</u>	<u>347,132</u>
<u>DEFERRED INFLOW OF RESOURCES</u>				
Unamortized Bond Premium	<u>19,170</u>	<u>-</u>	<u>-</u>	<u>19,170</u>
<u>NET POSITION</u>				
Net Investment in Capital Assets	3,587,407	-	-	3,587,407
Unrestricted	<u>752,282</u>	<u>159,670</u>	<u>10,824</u>	<u>922,776</u>
	<u>\$ 4,339,689</u>	<u>\$ 159,670</u>	<u>\$ 10,824</u>	<u>\$ 4,510,183</u>

CITY OF PLYMOUTH
Statement of Activities - Component Units
For the Year Ended June 30, 2024

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position			Total
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Major Funds		Non Major	
					Downtown Development Authority	Brownfield Redevelopment Authority	Economic Development Authority	
Major Funds:								
Downtown Development Authority	\$ 1,894,046	\$ 29,751	\$ 21,727	\$ -	\$ (1,842,568)	\$ -	\$ -	\$ (1,842,568)
Brownfield Redevelopment Authority	566,090	-	4,560	-	-	(561,530)	-	(561,530)
Total	\$ 2,460,136	\$ 29,751	\$ 26,287	\$ -	(1,842,568)	(561,530)	-	(2,404,098)
General Revenues:								
Property Taxes					1,210,022	566,090	-	1,776,112
Unrestricted Investment Earnings					46,532	8,485	-	55,017
Total General Revenues					1,256,554	574,575	-	1,831,129
Change in Net Position					(586,014)	13,045	-	(572,969)
Net Position - Beginning					4,925,703	146,625	10,824	5,083,152
Net Position - Ending					\$ 4,339,689	\$ 159,670	\$ 10,824	\$ 4,510,183

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The City of Plymouth was incorporated March 14, 1932, under the provisions of Act 279, P.A. 1909, as amended (Home Rule City Act). The City operates under a Commission-Manager form of government and provides the following services as authorized by its charter: public safety (police, fire, and inspection), highways and streets, sanitation, community development, culture-recreation, public improvements, planning and zoning, water and sewerage system, and general administrative services. It also operates a municipal cemetery.

As required by generally accepted accounting principles, these financial statements present the City of Plymouth and its component units, entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities are, in substance, part of the City's operations and so data from these units is combined with data of the primary government. The discretely presented component units, on the other hand, are reported in a separate column in the government-wide financial statements to emphasize that they are legally separate from the government. Each blended and discretely presented component unit has a June 30 fiscal year end.

Blended Component Units

The City of Plymouth Municipal Building Authority is governed by a five (5) member Board appointed by the Mayor with City Commission approval. Although it is legally separate from the City, the Building Authority is reported as if it were part of the primary government because its sole purpose is to finance and construct the City's public buildings and parking structures.

Discretely Presented Component Units

The City of Plymouth Downtown Development Authority (DDA) Board is comprised of up to twelve (12) members appointed by the Mayor with City Commission approval. The DDA is responsible for the creation of a development and financing plan for the downtown district or a development area within the district to promote economic growth. The Authority must obtain City Commission approval of all development and financing plans. The annual operating budget and any modifications also require the approval of the Plymouth City Commission.

The City of Plymouth Economic Development Corporation (EDC) is governed by a nine (9) member board appointed by the Mayor with City Commission approval. The EDC was established to promote economic development within the City.

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

A. Reporting Entity – Continued

Discretely Presented Component Units – Continued

The City of Plymouth Brownfield Redevelopment Authority (BRA) is comprised of a nine (9) member board appointed by the Mayor with City Commission approval. The BRA was established to promote the revitalization of environmentally distressed areas of the City.

The above component units are discretely presented within the City financial statements because they are legally separate and financially accountable to the City. Financial accountability is demonstrated by the City Commission making the appointments to the respective boards, approving the annual operating budgets and any amendments of each component unit and approving development and financing plans of the EDC and DDA. Separate financial statements for these component units have not been prepared.

Joint Ventures

As of December 31, 2011, the City concluded participation with the Charter Township of Plymouth in a joint venture to operate the Plymouth Community Fire Department (PCFD), which provided fire services for residents and businesses of both the City and Township. As of January 1, 2012, the City became a participant with the City of Northville in a joint venture to receive fire services provided by the Northville City Fire Department (NCFD) to residents and businesses of the City of Plymouth. Both intergovernmental agreements are considered joint ventures because the City has an ongoing financial interest and ongoing financial responsibility related to the former service with the Charter Township of Plymouth and the City of Northville. The City has an obligation to the Township related to cost sharing or retirement pensions and retiree healthcare costs for employees who served under the agreement. Under the agreement with the City of Northville, the City will share staffing expenses of the NCFD based on a percentage related to the number of fire runs in each city compared to the total for both cities. The same percentage also applies to equipment rental charges of the City of Northville's Equipment Fund related to fire equipment of the NCFD.

The City also participates in an intergovernmental service agreement with Plymouth Township for Community services (E911, Police Dispatch). The Township has sole ownership of the assets of the "Plymouth Community Communication Center" established by the agreement.

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e. the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available.

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation
– Continued

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the City.

Governmental Funds

The City reports the following major governmental fund:

The General Fund is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

In addition, the City reports on the following fund types:

The special revenue funds account for revenue sources that are legally restricted to expenditures for specific purposes (not including expendable trusts or capital projects).

The debt service funds account for the resources accumulated and payments made for principal and interest on long-term debt of governmental funds.

The capital project funds are used to account for construction projects and their related revenue sources.

Permanent funds are used to report resources that are restricted to the extent that only earnings, and not principal, may be used for purposes that support the reporting government's programs. This includes the perpetual care fund for the municipal cemetery.

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation
– Continued

Proprietary Funds

Proprietary funds are accounted for on the flow of economic resources measurement focus and use the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. Proprietary funds include the following fund types:

Enterprise Funds are used to account for those operations that are financed and operated in a manner similar to private business or where the City Commission has decided that the determination of revenues earned, costs incurred and/or net income is necessary for management accountability. The City's enterprise fund is the Water and Sewer Fund, which is reported as a major fund.

Internal Service Funds account for operations that provide services to other departments or agencies of the City on a cost reimbursement basis. As these services predominantly benefit governmental rather than business-type functions, they have been included within the *governmental* activities in the government-wide financial statements.

Fiduciary Funds

Fiduciary Funds account for assets held by the government in a custodial capacity on behalf of others.

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation
– Continued

Restricted Resources

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as needed.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

D. Assets, Liabilities and Net Position or Equity

1. Deposits and Investments

The City's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. State statutes authorize the City to invest in obligations of the U.S. Treasury, commercial paper of certain investment grades, and deposits of Michigan commercial banks.

2. Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due to/from other funds" (i.e. the current portion of interfund loans) or "advances to/from other funds" (i.e. non-current portion of interfund loans). Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

All trade and property tax receivables of \$1,416,300 are shown net of allowances for uncollectible accounts.

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

D. Assets, Liabilities and Net Position or Equity – Continued

3. Inventory

Inventories are valued at cost using the first-in/first out (FIFO) method. The costs of governmental fund-type inventories are recorded as expenditures when consumed rather than when purchased.

4. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of capitalized value of the assets constructed.

Property, plant and equipment of the primary government, as well as the component units, are depreciated using the straight line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	15-30
Equipment	5-20
Infrastructure	15-30

5. Compensated Absences

In accordance with contracts negotiated with the various employee groups of the City, individual employees have vested rights upon termination of employment to receive payment for unused vacation and sick leave under formulas and conditions specified in the contracts.

All sick and vacation pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured. The long-term portion of compensated absences related to the governmental funds is a liability recorded in the Statement of Net Position.

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

D. Assets, Liabilities and Net Position or Equity – Continued

6. Long-term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as deferred charges and amortized over the term of the related debt.

Long-term debt is recognized as a liability of a governmental fund when due. For other long-term obligations, only that portion expected to be financed from expendable available financial resources is reported as a fund liability of a governmental fund. The remaining portion of such obligations is reported in the Statement of Net Position. Long-term liabilities expected to be financed from proprietary funds are reported as liabilities in those funds.

7. Fund Equity

In the fund financial statements, governmental funds report the following components of fund balance:

Non-spendable – Amounts that are not in spendable form or are legally or contractually required to be maintained intact.

Restricted – Amounts that are legally restricted by outside parties, constitutional provisions, or enabling legislation for use for a specific purpose.

Committed – Amounts that have been formally set aside by City Commission for use for a specific purpose. Commitments are made and can be rescinded only via resolution of the City Commission.

Assigned – Intent to spend resources on specific purposes expressed by the City Commission but are neither restricted nor committed. The City's intent would be to spend committed funds prior to the use of uncommitted/unassigned funds. When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

D. Assets, Liabilities and Net Position or Equity – Continued

7. Fund Equity – Continued

Unassigned – This is the residual classification for the general fund. This classification represents fund balance that has not been restricted, committed, or assigned to specific purposes within the general fund.

II. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

A. Budgetary Information

1. The City is legally subject to the budgetary control requirements of the State of Michigan P.A. 621 of 1978 (Uniform Budgeting Act). The following is a summary of the requirements of this act:
 - a. Budgets must be adopted for the General and Special Revenue Funds.
 - b. Budgets must be balanced.
 - c. Budgets must be amended as necessary.
 - d. Public hearings must be held prior to adoption.
 - e. Expenditures cannot exceed budget appropriations.
 - f. Expenditures must be authorized by a budget appropriation prior to being incurred.

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

II. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY – Continued

A. Budgetary Information – Continued

2. The City follows these procedures in establishing the budgetary data reflected in these financial statements:
 - a. At the first meeting in April, the City Manager submits to the City Commission the proposed operating budgets for the fiscal year commencing the following July 1. The operating budgets include proposed expenditures and the means of financing them, for the General, Special Revenue, Debt Service and Proprietary Fund Types.
 - b. Public hearings are conducted at City Hall to obtain taxpayer comments.
 - c. Prior to June 30, the budgets are legally enacted at the activity level for the General Fund and at the activity level expenditure level for the Special Revenue Funds through passage of a resolution.
 - d. Formal budgetary integration is employed as a management control device during the year for all budgetary funds.
 - e. The City Manager is authorized to transfer amounts not to exceed 10% of the departmental budget between departmental (activity level) appropriation accounts.
 - f. Budget appropriations lapse at year end.
 - g. The City does not employ encumbrance accounting as an extension of formal budgetary integration in the governmental funds.
 - h. Budgeted amounts are reported as originally adopted, or as amended by the City Commission.

B. Compliance with P.A. 621 of 1978

1. Deficit Fund Balance

The City has no funds with deficit balances.

2. Excess of Expenditures Over Appropriations in Budgetary Funds

The budgets for the General and Special Revenue Funds are adopted at the activity level. The City had no expenditures in excess of budget appropriations in the budgetary funds at June 30, 2024.

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

Under State law, the City is permitted to invest in deposits with Michigan commercial banks, savings and loans and credit unions, obligations of the U.S. Treasury, and corporate bonds and commercial paper with certain investment grades. State law limits investments in commercial paper, corporate bonds, and mutual bond funds to the top two ratings issued by nationally recognized statistical rating organizations. The City's investment policy does not further limit its investment choices.

A reconciliation of cash to the accompanying financial statements follows:

Statement of Net Position:	
Cash and Cash Equivalents	\$ 17,269,775
Statement of Fiduciary Net Position-Cash	<u>53,437</u>
Total	<u>\$ 17,323,212</u>

Custodial Credit Risk. In the event of a bank failure, the City's deposits may not be recovered. Neither State law nor the City's investment policy requires consideration of custodial credit risk. As of June 30, 2024, the City's book balance of its deposits was \$17,323,212 of which \$10,745,008 was uninsured and uncollateralized. The City believes that due to the dollar amounts of cash deposits and the limits of FDIC insurance, it is impractical to insure all deposits. As a result, the City evaluates each financial institution with which it deposits funds and assesses the level of risk of each institution; only those institutions with an acceptable estimated risk level are used as depositories.

<u>Component Units:</u>	<u>Carrying Amount</u>	<u>Bank Balance</u>	<u>FDIC Insured</u>
Downtown Development Authority	\$ 849,891	\$ 849,891	\$ -
Economic Development Corporation	-	-	-
Brownfield Redevelopment Authority	<u>180,267</u>	<u>180,267</u>	<u>-</u>
	<u>\$1,030,158</u>	<u>\$1,030,158</u>	<u>\$ -</u>

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

III. DETAILED NOTES ON ALL FUNDS – Continued

A. Deposits and Investments – Continued

Interest Rate Risk. The City's investment policy does not restrict investment maturities, other than commercial paper which can only be purchased with a 270 day maturity. At year end, the average maturities of deposits are as follows:

<u>Investments</u>	<u>Fair Value</u>	<u>Weighted Avg Maturity</u>
Michigan CLASS Investment Pool	\$ 6,794,484	85 days
Trust Fund:		
Mutual Fund – Bonds and Cash	1,000	Not Available
Mutual Fund – Equity	<u>82,591</u>	Not Available
	<u>\$ 6,878,075</u>	

Credit Risk. State law limits investments in commercial paper to the top two ratings issued by nationally recognized statistical rating organizations. The City has no investment policy that would further limit its investment choices. As of year end, the credit quality ratings of debt securities (other than the U.S. government) are as follows:

<u>Investments</u>	<u>Fair Value</u>	<u>Rating</u>	<u>Rating Organization</u>
MI CLASS Investment Pool	\$ 6,794,484	AAAm	S&P
Trust Fund:			
Mutual Fund – Cash	1,000	Not Available	
Mutual Funds – Equity	<u>82,591</u>	Not Available	
	<u>\$ 6,878,075</u>		

Concentration of Credit Risk. The City's investment policy places no limit on the amount the City may invest in any one issuer. The City does have more than 5% of its total cash and investments in the Michigan CLASS Investment Pool (33%).

Investments in Entities that Calculate Net Asset Value per Share. As of the fiscal year ended June 30, 2024, the City holds shares or interests in investment pools where the fair value of the investments are measured on a recurring basis using net asset value per share of the investment pools.

The Michigan CLASS investment pool (fair value \$6,794,484) has no unfunded commitments, no restrictions on redemption frequency, and has no redemption notice period.

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

III. DETAILED NOTES ON ALL FUNDS – Continued

B. Capital Assets

Capital asset activity for the year ended June 30, 2024 was as follows:

<u>Governmental Activities:</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
Capital Assets, not depreciated:				
Land	\$ 1,256,528	\$ -	\$ -	\$ 1,256,528
Capital Assets, being depreciated:				
Buildings and Improvements	7,986,873	514,656	-	8,501,529
Machinery and Equipment	2,516,533	425,057	-	2,941,590
Infrastructure	34,996,224	1,622,862	-	36,619,086
Internal Service Fund	7,661,785	493,415	(258,181)	7,897,019
	<u>53,161,415</u>	<u>3,055,990</u>	<u>(258,181)</u>	<u>55,959,224</u>
Less: Accumulated Depreciation:				
Buildings and Improvements	(5,902,053)	(228,680)	-	(6,130,733)
Machinery and Equipment	(2,941,590)	-	-	(2,941,590)
Infrastructure	(14,655,832)	(1,484,536)	-	(16,140,368)
Internal Service Fund	(3,859,485)	(385,541)	258,181	(3,986,845)
	<u>(27,358,960)</u>	<u>(2,098,757)</u>	<u>258,181</u>	<u>(29,199,536)</u>
Governmental Activities Capital Assets, net	<u>\$ 27,058,983</u>	<u>\$ 957,233</u>	<u>\$ -</u>	<u>\$ 28,016,216</u>

Depreciation expense was charged to functions of the primary government as follows:

General Government	\$ 125,113
Public Safety	154,407
Public Works	1,317,856
Recreation and Cultural	115,840
Charged though Internal Service Funds	385,541
	<u>\$ 2,098,757</u>

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

III. DETAILED NOTES ON ALL FUNDS – Continued

B. Capital Assets – Continued

<u>Business-type Activities:</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
Capital Assets, being depreciated:				
Water and Sewer Mains	\$ 22,535,261	\$ 798,875	\$ -	\$ 23,334,136
Equipment	1,570,174	308,707	-	1,878,881
	<u>24,105,435</u>	<u>1,107,582</u>	<u>-</u>	<u>25,213,017</u>
Less: Accumulated Depreciation:				
Water and Sewer Mains	(10,369,207)	(515,469)	-	(10,884,676)
Equipment	(350,306)	(132,895)	-	(483,201)
	<u>(10,719,513)</u>	<u>(648,364)</u>	<u>-</u>	<u>(11,367,877)</u>
Business-type Activities Capital Assets, net	<u>\$ 13,385,922</u>	<u>\$ 459,218</u>	<u>\$ -</u>	<u>\$ 13,845,140</u>

<u>Component Units:</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
Capital Assets, not depreciated:				
Land	\$ 597,000	\$ -	\$ -	\$ 597,000
Capital Assets, being depreciated:				
Infrastructure	\$ 7,826,155	\$ 219,725	\$ -	\$ 8,045,880
Buildings	2,170,213	-	-	2,170,213
Equipment	232,473	-	-	232,473
	<u>10,228,841</u>	<u>219,725</u>	<u>-</u>	<u>10,448,566</u>
Less: Accumulated Depreciation:				
Infrastructure	(6,153,512)	(231,648)	-	(6,385,160)
Buildings	(576,479)	(54,690)	-	(631,169)
Equipment	(190,736)	(26,924)	-	(217,660)
	<u>(6,920,727)</u>	<u>(313,262)</u>	<u>-</u>	<u>(7,233,989)</u>
Component Units Capital Assets, net	<u>\$ 3,905,114</u>	<u>\$ (93,537)</u>	<u>\$ -</u>	<u>\$ 3,811,577</u>

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

III. DETAILED NOTES ON ALL FUNDS – Continued

C. Interfund Receivables, Payables and Transfers

1. Interfund Receivables and Payables

The composition of interfund balances as of June 30, 2024, is as follows:

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
General Fund	Housing Commission Agency	\$ <u><u>80,000</u></u>

2. Interfund Transfers

<u>Transfers In</u>	<u>Transfers Out</u>	<u>Amount</u>
Recreation	General Fund	\$ 298,661
Building Fund	General Fund	80,000
Neighborhood Services	General Fund	73,010
Local Street Fund	Major Street Fund	381,666
Recreation CIF	Recreation	4,000
		\$ <u><u>837,337</u></u>

Transfers represent budgeted operating subsidies and funding for debt service, planned transfers between the Street Funds, and assistance with capital projects.

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

III. DETAILED NOTES ON ALL FUNDS – Continued

D. Long-Term Debt

The following is a summary of long-term debt transactions of the City for the year ended June 30, 2024:

	<u>Balance</u> <u>July 1, 2023</u>	<u>Additions</u>	<u>Reductions</u>	<u>Balance</u> <u>June 30, 2024</u>	<u>Balance</u> <u>Within 1 Year</u>
Governmental Activities:					
2012 LTGO Bonds	\$ 1,010,000	\$ -	\$ 1,010,000	\$ -	\$ -
2020 GO Bonds	4,535,000	-	580,000	3,955,000	605,000
2024 GO Bonds	<u>-</u>	<u>5,030,000</u>	<u>-</u>	<u>5,030,000</u>	<u>415,000</u>
Total Bonds	5,545,000	5,030,000	1,590,000	8,985,000	1,020,000
Installment Loans	<u>1,253,690</u>	<u>-</u>	<u>246,996</u>	<u>1,006,694</u>	<u>229,605</u>
	<u>\$ 6,798,690</u>	<u>\$ 5,030,000</u>	<u>\$ 1,836,996</u>	<u>\$ 9,991,694</u>	<u>\$ 1,249,605</u>
Business-type Activities:					
2015 Cap Imp Bonds	<u>\$ 430,000</u>	<u>\$ -</u>	<u>\$ 210,000</u>	<u>\$ 220,000</u>	<u>\$ 220,000</u>
Component Unit-DDA					
2015 Cap Imp Bonds	<u>\$ 410,000</u>	<u>\$ -</u>	<u>\$ 205,000</u>	<u>\$ 205,000</u>	<u>\$ 205,000</u>

The following is a summary of general obligation debt outstanding (excluding compensated absences) of the City as of June 30, 2024:

	<u>Number of</u> <u>Issues</u>	<u>Interest</u> <u>Rate (Coupon)</u>	<u>Maturing</u> <u>Through</u>	<u>Principal</u> <u>Outstanding</u>
Governmental Activities:				
Gen Obligation Bonds	2	1.43-4.75%	2034	\$ 8,985,000
Act 99 Installment Loans	5	2.87%-5.34%	2029	<u>1,006,694</u>
Total Govt Activities				<u>\$ 9,991,694</u>
Business-type Activities:				
Gen Obligation Bonds	1	4.00%	2025	<u>\$ 220,000</u>
Component Unit-DDA				
Gen Obligation Bonds	1	4.00%	2025	<u>\$ 205,000</u>

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

III. DETAILED NOTES ON ALL FUNDS – Continued

D. Long-Term Debt – Continued

The annual debt service requirements to maturity for debt outstanding as of June 30, 2024 are as follows:

Year Ended	Governmental Activities		Business-type Activities		Component Unit-DDA	
	Principal	Interest	Principal	Interest	Principal	Interest
2025	\$ 1,249,605	\$ 365,062	\$ 220,000	\$ 4,400	\$ 205,000	4,100
2026	1,470,650	317,307	-	-	-	-
2027	1,153,468	259,585	-	-	-	-
2028	1,189,861	220,391	-	-	-	-
2029	1,448,110	180,543	-	-	-	-
2030	1,225,000	132,050	-	-	-	-
2031	530,000	90,200	-	-	-	-
2032	550,000	69,000	-	-	-	-
2033	575,000	47,000	-	-	-	-
2034	600,000	24,000	-	-	-	-
	<u>\$ 9,991,694</u>	<u>\$ 1,705,138</u>	<u>\$ 220,000</u>	<u>\$ 4,400</u>	<u>\$ 205,000</u>	<u>\$ 4,100</u>

E. Property Taxes

Property taxes are assessed as of each December 31. The City tax levy is billed on July 1, and taxes are considered delinquent on March 1, at which time the applicable property is subject to lien and penalty and interest is assessed. The maximum authorized operating levy for the City is 15 mills prior to “rollback” required by State laws, and additional amounts for Solid Waste as provided by State law. The City also levies voter approved amounts for general obligation debt. The millage rates for the 2023 tax roll were as follows:

	<u>Tax Rate</u>
General Operating	10.3410
Refuse	1.8200
General Obligation Debt	<u>2.7300</u>
Total	<u>14.8910</u>

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

IV. OTHER INFORMATION

A. Defined Benefit Pension Plan

Plan Description

The City participates in an agent multiple-employer defined benefit pension plan administered by the Municipal Employees Retirement System of Michigan (MERS) that covers all full-time employees of the City. MERS was established as a statewide public employee pension plan by the Michigan Legislature under PA 135 of 1945 and is administered by a nine-member Retirement Board. MERS issues a publicly available financial report, which includes the financial statements and required supplemental information of this defined benefit plan. This report can be obtained at www.mersofmichigan.com or in writing to MERS at 1134 Municipal Way, Lansing, Michigan 48917.

Benefits Provided

The Plan provides certain retirement, disability, and death benefits to plan members and beneficiaries. PA 427 of 1984, as amended established and amends the benefit provisions of the participants in MERS. There are three divisions, all closed to new hires.

Employees Covered by Benefit Terms

At the December 31, 2023 measurement date, the following employees were covered by the benefit terms:

Inactive plan members or beneficiaries currently Receiving benefits	49
Inactive plan members entitled to but not yet receiving benefits	3
Active plan members	<u>0</u>
Total employees covered by MERS	<u><u>52</u></u>

Contributions

The State of Michigan Constitution, Article 9, Section 24, requires that financial benefits arising on account of employee service rendered in each year be funded during that year. Accordingly, MERS retains an independent actuary to determine the annual contribution. The employer is required to contribute amounts at least equal to the actuarially determined rate, as established by the MERS retirement board. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by plan members during the year, with an additional amount to finance any unfunded accrued liability. The employer may establish contribution rates to be paid by its covered employees.

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

IV. OTHER INFORMATION – Continued

A. Defined Benefit Pension Plan – Continued

Net Pension Liability

The net pension liability reported at June 30, 2024 was determined using a measure of the total pension liability and the pension net position as of December 31, 2023. The December 31, 2023 total pension liability was determined by an actuarial valuation performed as of that date.

Changes in the net pension liability during the measurement year were as follows:

<u>Changes in Net Pension Liability</u>	<u>Increase (Decrease)</u>		
	<u>Total Pension Liability</u>	<u>Plan Net Position</u>	<u>Net Pension Liability</u>
Balance at January 1, 2023	\$ 15,113,575	\$ 9,463,858	\$ 5,649,717
Service Cost	-	-	-
Interest	1,042,203	-	1,042,203
Contributions-Employer	-	1,619,505	(1,619,505)
Contributions-Employee	-	-	-
Net Investment Income	-	1,051,713	(1,051,713)
Change in Assumptions	79,035	-	79,035
Differences between expected and actual experience	183,852	-	183,852
Benefit Payments, including refunds	(1,476,723)	(1,476,723)	-
Administrative Expenses	-	(22,254)	22,254
Net Changes	<u>(171,633)</u>	<u>1,172,241</u>	<u>(1,343,874)</u>
Balance at December 31, 2023	<u>\$ 14,941,942</u>	<u>\$ 10,636,099</u>	<u>\$ 4,305,843</u>

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

IV. OTHER INFORMATION – Continued

A. Defined Benefit Pension Plan – Continued

Pension Expense and Deferred Outflows of Resources Related to Pensions

For the year ended June 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Source	Deferred Outflows of Resources	Deferred Inflows of Resources
Net difference between projected and actual earnings on pension plan investments	\$ -	\$ 453,654
Employer contributions to the plan subsequent to the measurement date	734,638	-
Total	\$ 734,638	\$ 453,654

Amounts reported as deferred outflows of resources related to pensions will be recognized in pension expense as follows. These amounts are exclusive of the employer contributions to the plan made subsequent to the measurement date (\$734,638), which will impact the net pension liability in fiscal year 2025, rather than pension expense.

Years Ending	Amount
June 30	
2025	\$ (65,062)
2026	(173,517)
2027	(292,079)
2028	77,004

Actuarial Assumptions

The total pension liability in the December 31, 2023 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.50%
Salary increases	3.75%
Investment rate of return	6.93%

Mortality rates were based on the RP-2014 Healthy Annuitant Mortality Tables of a 50 percent male and 50 percent female blend. For disabled retirees, the regular mortality table is used with a 10-year set forward in ages to reflect the higher expected mortality rates of disabled members.

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

IV. OTHER INFORMATION – Continued

A. Defined Benefit Pension Plan – Continued

Discount Rate

The discount rate used to measure the total pension liability was 7.18 percent. The projection of cash flows used to determine the discount rate assumes that employee contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the employee rate.

Projected Cash Flows

Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on pension plan investments was determined using a model in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return as of December 31, 2023, the measurement date, for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-term Expected Real Rate of Return</u>
Global Equity	60%	4.50%
Global Fixed Income	20%	2.00%
Private Investments	20%	7.00%

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

IV. OTHER INFORMATION – Continued

A. Defined Benefit Pension Plan – Continued

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the City, calculated using the discount rate of 7.18 percent, as well as what the City's net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (6.18%)	Current Discount Rate (7.18%)	1% Increase (8.18%)
Net Pension Liability of the City	\$ 5,524,859	\$ 4,305,843	\$ 3,245,759

B. Defined Contribution Plan

Plan Description

The City of Plymouth contributes to the City of Plymouth defined contribution plan, which is a defined contribution money purchase pension plan. The plan is administered by Mission Square Retirement who sponsors the prototype plan. Amendments are developed by Mission Square and submitted to the City Commission for approval.

A defined contribution money purchase pension plan provides pension benefits in return for services rendered, provides an individual account for each participant, and specifies how contributions to the individual's account are to be determined instead of specifying the amount of benefits the individual is to receive. Under a defined contribution pension plan, the benefits a participant will receive depend solely on the amount contributed to the participant's account, the returns earned on investments of those contributions, and forfeitures of other participants' benefits that may be allocated to such participant's account. All employees hired on or after March 31, 1999 are eligible to participate in the plan. Contributions made by the City vest after five years; employee contributions vest immediately. The City contributes 15% of gross pay for each eligible employee.

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

IV. OTHER INFORMATION – Continued

C. Other Postemployment Benefits

Plan Description

The City provides retiree healthcare benefits to eligible employees upon retirement in accordance with labor contracts.

Benefits Provided

The City provides medical, prescription drug, dental, and vision benefits for retirees and their spouses. Benefits are provided by a third-party insurer.

Employees Covered by Benefit Terms

At the July 1, 2023 valuation date, the following employees were covered by the benefit terms:

Inactive plan members or beneficiaries currently receiving benefits	92
Inactive plan members entitled to but not yet receiving benefits	0
Active Plan Members	<u>30</u>
Total	<u>122</u>

Contributions

Active service members are not required to make contributions to the plan. The City has no obligation to make contributions in advance but are being financed on a "pay-as-you-go" basis. At the fund level, the expense is recognized by the City as the payments to the employees are made.

Summary of Significant Accounting Policies

For the purpose of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB (if applicable), and OPEB expenses, have been determined on the same basis as they are reported for the City. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms.

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

IV. OTHER INFORMATION – Continued

C. Other Postemployment Benefits – Continued

Changes in Net OPEB Liability

The components of the change in the net OPEB liability are summarized as follows:

<u>Changes in Net OPEB Liability</u>	Increase (Decrease)		
	<u>Total OPEB Liability</u>	<u>Plan Net Position</u>	<u>Net OPEB Liability</u>
Balance at July 1, 2023	\$ 13,158,057	\$ -	\$ 13,158,057
Service Cost	121,934	-	121,934
Interest Cost	460,867	-	460,867
Change in Assumptions	(1,992,410)	-	(1,992,410)
Change in Experience	(163,763)	-	(163,763)
Employer Contributions	-	378,093	(378,093)
Benefit Payments	<u>(378,093)</u>	<u>(378,093)</u>	<u>-</u>
Net Changes	<u>(1,951,465)</u>	<u>-</u>	<u>(1,951,465)</u>
Balance at June 30, 2024	\$ <u>11,206,592</u>	\$ <u>-</u>	\$ <u>11,206,592</u>

Deferred Outflows or Resources and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2024, the City recognized deferred inflows of resources as follows:

<u>Source</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Change in Assumptions	\$ -	\$ 909,578
Difference between expected and actual experience	-	74,761.00
	<u>\$ -</u>	<u>\$ 984,339</u>

Amounts reported as deferred inflows of resources related to OPEB benefits will be recognized in subsequent years expense as follows:

<u>Years Ending June 30</u>	<u>Amount</u>
2025	\$ (984,339)

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

IV. OTHER INFORMATION – Continued

C. Other Postemployment Benefits – Continued

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the City, calculated using the discount rate of 4.13 percent, as well as what the City's net OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	<u>1% Decrease</u> <u>(3.13%)</u>	<u>Current</u> <u>Discount Rate</u> <u>(4.13%)</u>	<u>1% Increase</u> <u>(5.13%)</u>
Net OPEB Liability	\$ <u>12,875,247</u>	\$ <u>11,206,592</u>	\$ <u>9,868,200</u>

Sensitivity of the Net OPEB Liability to Changes in the Healthcare Cost Trend Rate

The following presents the net OPEB liability of the City, as well as what the City's net OPEB liability would be if it were calculated using healthcare trends rates that are 1 percentage point lower or 1 percentage point higher than the current healthcare cost trend rates:

	<u>1% Decrease</u>	<u>Healthcare Cost</u> <u>Trend Rate</u>	<u>1% Increase</u>
Net OPEB Liability	\$ <u>9,735,815</u>	\$ <u>11,206,592</u>	\$ <u>13,038,664</u>

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

IV. OTHER INFORMATION – Continued

C. Other Postemployment Benefits – Continued

Actuarial Assumptions

The total OPEB liability was determined by an actuarial valuation as of July 1, 2023. The following actuarial assumptions were applied:

Actuarial Cost Method	Entry-age normal
Discount Rate	4.13%
Salary Increases	3.00% including inflation
Investment Rate of Return	n/a
Retirement Age:	Nonunion: Hired prior to July 1, 1989: Age 60 with 10 years of service, Age 55 with 15 years, or or any age with 25 years of service. Hired on or after July 1, 1989 and before July 1, 2014: Age 55 with 15 years of service or any age with 25 years of service. Police: Hired prior to July 1, 2001: Age 50 with 20 years of service or any age with 25 years of service. Hired on or after July 1, 2001 and before July 1, 2017: Age 52 with 20 years of service or or any age with 25 years of service.
Mortality	Pub-2010 General Retiree Mortality Table
Healthcare Trend Rate	7.25% pre-65, 5.50% post-65; grading to 4.50%

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

IV. OTHER INFORMATION – Continued

D. Risk Management

The City purchases insurance coverage through traditional means. The City's property and liability and workers compensation coverages are on file in the Risk Manager's office.

The City has contracted with Blue Cross and Blue Shield of Michigan to administer a self-funded health insurance program. Under the plan, the City pays a fixed administrative and reinsurance fee, and self-insures claims within plan limits. The plan has a \$100,000 specific stop-loss limit per insured (contract) per plan year (October 1 to September 30). Claims in excess of the individual stop-loss or aggregate stop-loss limits are covered under the reinsurance coverage. |

Changes in the balance of claim liability during the past year are as follows:

Unpaid claims at beginning of year	\$ 397,076
Incurred claims (including IBNRs)	1,242,780
Claims Paid	<u>(1,181,380)</u>
Unpaid claims, at end of year	<u>\$ 458,476</u>

CITY OF PLYMOUTH
Notes to Financial Statements
June 30, 2024

IV. OTHER INFORMATION – Continued

E. Upcoming Accounting Pronouncements

In June 2022, the Governmental Accounting Standards Board issued Statement No. 101, *Compensated Absences*, which updates the recognition and measurement guidance for compensated absences as well as the disclosure requirements. This statement requires that the compensated absence liability be recognized for leave that has not been used and leave that has been used but not yet paid in cash or settled through noncash means. This statement is effective for the City's financial statements beginning with the fiscal year ending June 30, 2025.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF PLYMOUTH
Required Supplemental Information
Schedule of Changes in the Net Pension Liability and Related Ratios
Last Ten Fiscal Years

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Total Pension Liability:										
Service Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,213	\$ 6,541
Interest	1,042,203	1,072,978	1,152,642	1,140,559	1,199,462	1,216,144	1,232,243	1,241,442	1,237,027	620,584
Change in Assumptions	79,035	-	418,589	457,544	471,397	-	-	-	793,944	-
Change in Experience	183,852	(24,551)	(450,409)	85,989	(109,121)	123,281	105,749	159,894	(151,532)	-
Other Changes	-	-	-	-	-	-	-	-	-	642,952
Benefit payments, including refunds	(1,476,723)	(1,469,031)	(1,505,989)	(1,544,219)	(1,551,052)	(1,544,857)	(1,533,596)	(1,499,120)	(1,480,828)	(1,459,239)
Net Change in Total Pension Liability	(171,633)	(420,604)	(385,167)	139,873	10,686	(205,432)	(195,604)	(97,784)	404,824	(189,162)
Total Pension Liability, Beginning of year	15,113,575	15,534,179	15,919,346	15,779,473	15,768,787	15,974,219	16,169,823	16,267,607	15,862,783	16,051,945
Total Pension Liability, End of year	<u>\$ 14,941,942</u>	<u>\$ 15,113,575</u>	<u>\$ 15,534,179</u>	<u>\$ 15,919,346</u>	<u>\$ 15,779,473</u>	<u>\$ 15,768,787</u>	<u>\$ 15,974,219</u>	<u>\$ 16,169,823</u>	<u>\$ 16,267,607</u>	<u>\$ 15,862,783</u>
Plan Fiduciary Net Position:										
Contributions - Employer	\$ 1,619,505	\$ 1,482,830	\$ 1,329,128	\$ 1,162,616	\$ 1,013,528	\$ 951,494	\$ 1,164,214	\$ 1,324,818	\$ 1,444,796	\$ 1,423,876
Contributions - Employee	-	-	-	-	-	-	-	-	-	-
Net Investment Income	1,051,713	(1,080,737)	1,302,865	1,059,146	1,081,716	(337,090)	1,101,381	874,780	(117,516)	468,230
Administrative Expenses	(22,254)	(19,339)	(14,964)	(17,174)	(18,614)	(17,238)	(17,470)	(17,267)	(17,213)	(17,309)
Benefit payments, including refunds	(1,476,723)	(1,469,031)	(1,505,989)	(1,544,219)	(1,551,052)	(1,544,857)	(1,533,596)	(1,499,120)	(1,480,828)	(1,459,239)
Net Change in Plan Fiduciary Net Position	1,172,241	(1,086,277)	1,111,040	660,369	525,578	(947,691)	714,529	683,211	(170,761)	415,558
Plan Fiduciary Net Position, Beg. of year	9,463,858	10,550,135	9,439,095	8,778,726	8,253,148	9,200,839	8,486,310	7,803,099	7,973,860	7,558,302
Plan Fiduciary Net Position, End of year	<u>\$ 10,636,099</u>	<u>\$ 9,463,858</u>	<u>\$ 10,550,135</u>	<u>\$ 9,439,095</u>	<u>\$ 8,778,726</u>	<u>\$ 8,253,148</u>	<u>\$ 9,200,839</u>	<u>\$ 8,486,310</u>	<u>\$ 7,803,099</u>	<u>\$ 7,973,860</u>
City's Net Pension Liability - Ending	<u>\$ 4,305,843</u>	<u>\$ 5,649,717</u>	<u>\$ 4,984,044</u>	<u>\$ 6,480,251</u>	<u>\$ 7,000,747</u>	<u>\$ 7,515,639</u>	<u>\$ 6,773,380</u>	<u>\$ 7,683,513</u>	<u>\$ 8,464,508</u>	<u>\$ 7,888,923</u>
Plan Fiduciary Net Position as a Percent of Total Pension Liability	71.2%	62.6%	67.9%	59.3%	55.6%	52.3%	57.6%	52.5%	48.0%	50.3%
Covered Employee Payroll	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,988	\$ 67,366
City's Net Pension Liability as a Percent of Covered Employee Payroll	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	13228%	11711%

CITY OF PLYMOUTH
Required Supplemental Information
Schedule of City Pension Contributions-MERS
Last Ten Fiscal Years

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Actuarially determined contribution	\$ 1,269,276	\$ 1,344,708	\$ 1,220,952	\$ 887,928	\$ 739,128	\$ 763,860	\$ 1,365,298	\$ 1,377,112	\$ 1,105,528	\$ 943,224
Contributions in relation to the actuarially determined contribution	\$ <u>1,469,276</u>	\$ <u>1,544,708</u>	\$ <u>1,420,952</u>	\$ <u>1,087,928</u>	\$ <u>939,128</u>	\$ <u>963,860</u>	\$ <u>1,365,298</u>	\$ <u>1,527,112</u>	\$ <u>1,105,528</u>	\$ <u>943,224</u>
Contribution Excess (Deficiency)	\$ <u>200,000</u>	\$ <u>200,000</u>	\$ <u>200,000</u>	\$ <u>200,000</u>	\$ <u>200,000</u>	\$ <u>200,000</u>	\$ <u>-</u>	\$ <u>150,000</u>	\$ <u>-</u>	\$ <u>-</u>
Covered Employee Payroll	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,988	\$ 161,704	\$ 156,984
Contributions as a Percentage of Covered Employee Payroll	n/a	n/a	n/a	n/a	n/a	n/a	n/a	2386.6%	683.7%	600.8%

Actuarial valuation information relative to the determination of contributions:

Valuation Date Actuarially determined contribution rates are calculated as of December 31 each year, which is 18 months prior to the beginning of the fiscal year in which the contributions are required.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method	Entry age normal cost
Amortization Method	Level percent
Remaining Amortization Period	10 years
Asset Valuation Method	5-year smoothed market
Inflation	2.50%
Projected Salary Increases	3.00% including inflation
Investment Rate of Return	6.93%
Retirement Age	Experience based tables of rates that are specific to the type of eligibility condition.
Mortality	Pub-2010 Mortality Tables

CITY OF PLYMOUTH
Required Supplemental Information
Schedule of Changes in the Net OPEB Liability and Related Ratios
Last Ten Fiscal Years (schedule is built prospectively upon implementation of GASB 75)

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Total OPEB Liability:							
Service Cost	\$ 121,934	\$ 156,041	\$ 288,363	\$ 249,172	\$ 190,780	\$ 284,513	\$ 261,172
Interest	460,867	527,721	384,655	494,585	550,224	501,687	473,847
Change in Assumptions	(1,992,410)	-	(7,155,965)	-	3,042,646	-	(761,596)
Change in Experience	(163,763)	-	1,058,843	-	333,526	-	-
Benefit payments, including refunds	(378,093)	(544,718)	(479,259)	(580,389)	(491,214)	(648,287)	(527,324)
Net Change in Total Pension Liability	<u>(1,951,465)</u>	<u>139,044</u>	<u>(5,903,363)</u>	<u>163,368</u>	<u>3,625,962</u>	<u>137,913</u>	<u>(553,901)</u>
Total OPEB Liability, Beginning of year	<u>13,158,057</u>	<u>13,019,013</u>	<u>18,922,376</u>	<u>18,759,008</u>	<u>15,133,046</u>	<u>14,995,133</u>	<u>15,549,034</u>
Total OPEB Liability, End of year	<u>\$ 11,206,592</u>	<u>\$ 13,158,057</u>	<u>\$ 13,019,013</u>	<u>\$ 18,922,376</u>	<u>\$ 18,759,008</u>	<u>\$ 15,133,046</u>	<u>\$ 14,995,133</u>
Plan Fiduciary Net Position:							
Contributions - Employer	\$ 378,093	\$ 544,718	\$ 479,259	\$ 580,389	\$ 491,214	\$ 648,287	\$ 527,324
Benefit Payments	(378,093)	(544,718)	(479,259)	(580,389)	(491,214)	(648,287)	(527,324)
Net Change in Plan Fiduciary Net Position	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Plan Fiduciary Net Position, Beginning of year	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Plan Fiduciary Net Position, End of year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
City's Net OPEB Liability - Ending	<u>\$ 11,206,592</u>	<u>\$ 13,158,057</u>	<u>13,019,013</u>	<u>\$ 18,922,376</u>	<u>\$ 18,759,008</u>	<u>\$ 15,133,046</u>	<u>\$ 14,995,133</u>
Plan Fiduciary Net Position as a Percent of Total OPEB Liability	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Covered Employee Payroll	n/a	n/a	n/a	n/a	n/a	n/a	n/a
City's Net OPEB Liability as a Percent of Covered Employee Payroll	n/a	n/a	n/a	n/a	n/a	n/a	n/a

CITY OF PLYMOUTH
Required Supplemental Information
Schedule of City OPEB Contributions
Last Ten Fiscal Years

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Actuarially determined contribution	\$ 839,343	\$ 1,096,864	\$ 479,259	\$ 580,389	\$ 491,214	\$ 590,263	\$ 539,082	\$ 926,180	\$ 926,180
Contributions in relation to the actuarially determined contribution	<u>378,093</u>	<u>1,096,864</u>	<u>479,259</u>	<u>580,389</u>	<u>491,214</u>	<u>648,287</u>	<u>527,324</u>	<u>641,891</u>	<u>516,636</u>
Contribution Deficiency (Excess)	<u>\$ 461,250</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (58,024)</u>	<u>\$ 11,758</u>	<u>\$ 284,289</u>	<u>\$ 409,544</u>
Covered Employee Payroll	\$ 2,487,649	2,400,541	2,822,190	3,294,820	3,294,820	2,967,630	3,226,054	3,206,966	n/a
Contributions as a Percentage of Covered Employee Payroll	15.2%	45.7%	17.0%	17.6%	14.9%	21.8%	16.3%	20.0%	n/a

Actuarial valuation information relative to the determination of contributions:

Valuation Date Actuarially determined contribution rates are calculated as of July 1 each year.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method Entry-age normal
Amortization Method Level dollar over a closed 26 years
Discount Rate 4.13%
Salary Increases 3.00% including inflation
Investment Rate of Return n/a
Retirement Age:
Nonunion:
Hired prior to July 1, 1989: Age 60 with 10 years of service, Age 55 with 15 years, or or any age with 25 years of service.
Hired on or after July 1, 1989 and before July 1, 2014, Age 55 with 15 years of service or any age with 25 years of service.
Police:
Hired prior to July 1, 2001: Age 50 with 20 years of service or any age with 25 years of service.
Hired on or after July 1, 2001 and before July 1, 2017: Age 52 with 20 years of service or or any age with 25 years of service.
Mortality Pub-2010 General Retiree Mortality Table multiplied by 105%. RP-2014 Employee Mortality Tables; and RP-2014 Juvenile Mortality Tables
Healthcare Trend Rate 7.50% pre-65; 5.75% post-65; grading to 4.50%

CITY OF PLYMOUTH
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2024

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<u>Revenues:</u>				
Property Taxes	\$ 7,007,370	\$ 7,132,370	\$ 7,261,005	\$ 128,635
Licenses and Permits	3,700	3,700	2,249	(1,451)
Intergovernmental - State	1,322,322	1,445,672	1,425,429	(20,243)
Intergovernmental - Federal	550,982	550,982	156,448	(394,534)
Charges for Services	1,156,380	1,203,912	1,189,105	(14,807)
Interest Earnings	50	203,145	242,102	38,957
Other Revenues	664,190	653,560	503,516	(150,044)
Total Revenues	<u>10,704,994</u>	<u>11,193,341</u>	<u>10,779,854</u>	<u>(413,487)</u>
<u>Expenditures:</u>				
General Government:				
City Commission	145,375	206,175	203,019	3,156
City Manager	376,145	391,775	382,410	9,365
Finance	567,260	540,605	429,189	111,416
Clerk	181,865	221,010	219,587	1,423
Management Information Services	408,135	423,855	389,939	33,916
Assessing	82,918	79,218	70,599	8,619
Elections	130,320	134,905	102,707	32,198
City Hall Maintenance	150,955	164,500	159,590	4,910
Legal Services	155,500	152,600	121,869	30,731
Other	322,661	358,686	332,193	26,493
	<u>2,521,134</u>	<u>2,673,329</u>	<u>2,411,102</u>	<u>262,227</u>
Public Safety:				
Police	4,566,813	4,600,813	4,399,029	201,784
Fire	1,160,515	1,422,138	1,339,047	83,091
	<u>5,727,328</u>	<u>6,022,951</u>	<u>5,738,076</u>	<u>284,875</u>
Public Works:				
Municipal Services Administration	311,055	346,740	205,264	141,476
Municipal Services Yard Maintenance	85,505	127,805	126,584	1,221
Street Services	195,000	250,000	261,458	(11,458)
Miscellaneous MSD Services	2,290	4,290	3,357	933
Special Events	145,475	133,025	102,484	30,541
Parking	51,800	72,030	43,336	28,694
MSD Services--DDA	177,440	223,240	249,655	(26,415)
Cemetery	178,550	163,850	124,687	39,163
	<u>1,147,115</u>	<u>1,320,980</u>	<u>1,116,825</u>	<u>204,155</u>
Parks and Public Property	<u>218,655</u>	<u>265,790</u>	<u>277,162</u>	<u>(11,372)</u>
Capital Outlay	<u>1,563,112</u>	<u>1,455,412</u>	<u>464,470</u>	<u>990,942</u>
Total Expenditures	<u>11,177,344</u>	<u>11,738,462</u>	<u>10,007,635</u>	<u>1,730,827</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(472,350)</u>	<u>(545,121)</u>	<u>772,219</u>	<u>1,317,340</u>
<u>Other Financing Uses:</u>				
Transfers Out	<u>(379,426)</u>	<u>(459,426)</u>	<u>(451,671)</u>	<u>7,755</u>
Total Other Financing Uses	<u>(379,426)</u>	<u>(459,426)</u>	<u>(451,671)</u>	<u>7,755</u>
Net Change in Fund Balance	(851,776)	(1,004,547)	320,548	1,325,095
Fund Balance - Beginning	<u>4,531,514</u>	<u>4,531,514</u>	<u>4,531,514</u>	<u>-</u>
Fund Balance - Ending	<u>\$ 3,679,738</u>	<u>\$ 3,526,967</u>	<u>\$ 4,852,062</u>	<u>\$ 1,325,095</u>

OTHER SUPPLEMENTARY INFORMATION

CITY OF PLYMOUTH
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2024

	Special Revenue	Debt Service	Capital Projects	Permanent Funds Cemetery Care	Total Nonmajor Governmental Funds
<u>ASSETS</u>					
Cash and Cash Equivalents	\$ 4,035,103	\$ 605,333	\$ 1,133,879	\$ 571,140	\$ 6,345,455
Investments	-	-	-	83,591	83,591
Accounts Receivable	124,534	-	-	4,570	129,104
Due from Other Governmental Units	198,411	-	-	-	198,411
Inventory	43,450	-	-	-	43,450
Total Assets	\$ 4,401,498	\$ 605,333	\$ 1,133,879	\$ 659,301	\$ 6,800,011
<u>LIABILITIES AND FUND BALANCE</u>					
Liabilities:					
Accounts Payable	\$ 171,931	\$ -	\$ -	\$ -	\$ 171,931
Accrued and Other Liabilities	3,979	-	-	-	3,979
Unearned Revenue	-	-	500,000	-	500,000
Total Liabilities	175,910	-	500,000	-	675,910
Fund Balance:					
Non Spendable-Inventory	43,450	-	-	-	43,450
Restricted	4,065,432	605,333	633,879	659,301	5,963,945
Committed	116,706	-	-	-	116,706
Total Fund Balance	4,225,588	605,333	633,879	659,301	6,124,101
Total Liabilities and Fund Balance	\$ 4,401,498	\$ 605,333	\$ 1,133,879	\$ 659,301	\$ 6,800,011

CITY OF PLYMOUTH
Combining Statement of Revenues, Expenditures and Changes in Fund Balance
Nonmajor Governmental Funds
For the Year Ended June 30, 2024

	<u>Special Revenue</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Permanent Funds Cemetery Care</u>	<u>Total Nonmajor Governmental Funds</u>
Revenues:					
Property Taxes	\$ 1,212,895	\$ 1,869,834	\$ -	\$ -	\$ 3,082,729
Licenses and Permits	545,033	-	-	-	545,033
Intergovernmental	1,187,474	130,556	422,547	-	1,740,577
Charges for Services	1,441,089	-	-	16,375	1,457,464
Interest	93,761	30,018	4,684	-	128,463
Other	13,429	-	-	-	13,429
Total Revenues	<u>4,493,681</u>	<u>2,030,408</u>	<u>427,231</u>	<u>16,375</u>	<u>6,967,695</u>
Expenditures:					
Public Safety	674,506	-	-	-	674,506
Public Works	2,830,345	-	-	-	2,830,345
Recreation and Cultural	1,421,490	-	-	-	1,421,490
Debt Service:					
Principal	-	1,590,000	-	-	1,590,000
Interest and Other Charges	-	186,550	-	-	186,550
Capital Outlay	193,632	-	510,968	-	704,600
Total Expenditures	<u>5,119,973</u>	<u>1,776,550</u>	<u>510,968</u>	<u>-</u>	<u>7,407,491</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(626,292)</u>	<u>253,858</u>	<u>(83,737)</u>	<u>16,375</u>	<u>(439,796)</u>
Other Financing Sources (Uses):					
Operating Transfers In	833,337	-	4,000	-	837,337
Operating Transfers Out	(385,666)	-	-	-	(385,666)
Total Other Financing Sources (Uses)	<u>447,671</u>	<u>-</u>	<u>4,000</u>	<u>-</u>	<u>451,671</u>
Net Change in Fund Balances	(178,621)	253,858	(79,737)	16,375	11,875
Fund Balance, July 1	<u>4,404,209</u>	<u>351,475</u>	<u>713,616</u>	<u>642,926</u>	<u>6,112,226</u>
Fund Balance, June 30	<u>\$ 4,225,588</u>	<u>\$ 605,333</u>	<u>\$ 633,879</u>	<u>\$ 659,301</u>	<u>\$ 6,124,101</u>

CITY OF PLYMOUTH
Nonmajor Special Revenue Funds
Combining Balance Sheet
June 30, 2024

	<u>Major Street</u>	<u>Local Street</u>	<u>Recreation</u>	<u>Solid Waste</u>
<u>ASSETS</u>				
Cash and Cash Equivalents	\$ 1,152,202	\$ 1,491,688	\$ 35,545	\$ 1,139,247
Accounts Receivable	6,146	610	-	116,278
Due From Other Governmental Units	124,423	49,842	14,825	-
Inventory	<u>30,000</u>	<u>10,000</u>	<u>3,450</u>	<u>-</u>
Total Assets	<u>\$ 1,312,771</u>	<u>\$ 1,552,140</u>	<u>\$ 53,820</u>	<u>\$ 1,255,525</u>
 <u>LIABILITIES AND FUND BALANCE</u>				
Liabilities:				
Accounts Payable	\$ 26,069	\$ 17,732	\$ 29,843	\$ 78,282
Accrued and Other Liabilities	303	352	1,026	1,408
Total Liabilities	<u>26,372</u>	<u>18,084</u>	<u>30,869</u>	<u>79,690</u>
Fund Balance:				
Non Spendable-Inventory	30,000	10,000	3,450	-
Restricted	1,256,399	1,524,056	19,501	1,175,835
Committed	-	-	-	-
Total Fund Balance	<u>1,286,399</u>	<u>1,534,056</u>	<u>22,951</u>	<u>1,175,835</u>
Total Liabilities and Fund Balance	<u>\$ 1,312,771</u>	<u>\$ 1,552,140</u>	<u>\$ 53,820</u>	<u>\$ 1,255,525</u>

<u>Parking</u>	<u>Neighborhood Services</u>	<u>Building</u>	<u>Drug Enforcement</u>	<u>OVI Forfeiture</u>	<u>Omnibus Forfeiture</u>	<u>Total</u>
\$ 116,706	\$ 78,349	\$ 3,488	\$ 1,850	\$ 11,083	\$ 4,945	\$ 4,035,103
-	-	1,500	-	-	-	124,534
-	4,346	4,975	-	-	-	198,411
-	-	-	-	-	-	43,450
<u>\$ 116,706</u>	<u>\$ 82,695</u>	<u>\$ 9,963</u>	<u>\$ 1,850</u>	<u>\$ 11,083</u>	<u>\$ 4,945</u>	<u>\$ 4,401,498</u>
\$ -	\$ 12,090	\$ 7,915	\$ -	\$ -	\$ -	\$ 171,931
-	-	890	-	-	-	3,979
-	12,090	8,805	-	-	-	175,910
-	-	-	-	-	-	43,450
-	70,605	1,158	1,850	11,083	4,945	4,065,432
116,706	-	-	-	-	-	116,706
<u>116,706</u>	<u>70,605</u>	<u>1,158</u>	<u>1,850</u>	<u>11,083</u>	<u>4,945</u>	<u>4,225,588</u>
<u>\$ 116,706</u>	<u>\$ 82,695</u>	<u>\$ 9,963</u>	<u>\$ 1,850</u>	<u>\$ 11,083</u>	<u>\$ 4,945</u>	<u>\$ 4,401,498</u>

CITY OF PLYMOUTH
Nonmajor Special Revenue Funds
Combining Statement of Revenues, Expenditures and Changes in Fund Balance
For the Year Ended June 30, 2024

	<u>Major Street</u>	<u>Local Street</u>	<u>Recreation Fund</u>	<u>Solid Waste</u>
<u>Revenues:</u>				
Property Taxes	\$ -	\$ -	\$ -	\$ 1,212,895
Licenses and Permits	-	-	-	-
Intergovernmental	776,055	310,872	-	80,547
Charges for Services	-	-	858,322	423,913
Interest	37,396	6,844	16,115	20,256
Other	-	5,657	-	5,053
Total Revenues	<u>813,451</u>	<u>323,373</u>	<u>874,437</u>	<u>1,742,664</u>
<u>Expenditures:</u>				
Public Safety	-	-	-	-
Public Works	398,973	529,960	-	1,901,412
Recreation and Cultural	-	-	1,332,507	-
Capital Outlay	-	-	-	-
Total Expenditures	<u>398,973</u>	<u>529,960</u>	<u>1,332,507</u>	<u>1,901,412</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>414,478</u>	<u>(206,587)</u>	<u>(458,070)</u>	<u>(158,748)</u>
<u>Other Financing Sources (Uses):</u>				
Operating Transfers In	-	381,666	298,661	-
Operating Transfers Out	<u>(381,666)</u>	<u>-</u>	<u>(4,000)</u>	<u>-</u>
Total Other Financing Sources (Uses)	<u>(381,666)</u>	<u>381,666</u>	<u>294,661</u>	<u>-</u>
Net Change in Fund Balance	32,812	175,079	(163,409)	(158,748)
Fund Balance, July 1	<u>1,253,587</u>	<u>1,358,977</u>	<u>186,360</u>	<u>1,334,583</u>
Fund Balance, June 30	<u>\$ 1,286,399</u>	<u>\$ 1,534,056</u>	<u>\$ 22,951</u>	<u>\$ 1,175,835</u>

<u>Parking</u>	<u>Neighborhood Services</u>	<u>Building</u>	<u>Drug Enforcement</u>	<u>OVI Forfeiture</u>	<u>Omnibus Forfeiture</u>	<u>Total</u>
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,212,895
-	-	545,033	-	-	-	545,033
-	20,000	-	-	-	-	1,187,474
120,000	-	38,654	-	200	-	1,441,089
1,187	258	11,627	3	35	40	93,761
-	-	-	842	1,877	-	13,429
<u>121,187</u>	<u>20,258</u>	<u>595,314</u>	<u>845</u>	<u>2,112</u>	<u>40</u>	<u>4,493,681</u>
-	-	674,156	-	-	350	674,506
-	-	-	-	-	-	2,830,345
-	88,983	-	-	-	-	1,421,490
193,632	-	-	-	-	-	193,632
<u>193,632</u>	<u>88,983</u>	<u>674,156</u>	<u>-</u>	<u>-</u>	<u>350</u>	<u>5,119,973</u>
<u>(72,445)</u>	<u>(68,725)</u>	<u>(78,842)</u>	<u>845</u>	<u>2,112</u>	<u>(310)</u>	<u>(626,292)</u>
-	73,010	80,000	-	-	-	833,337
-	-	-	-	-	-	(385,666)
<u>-</u>	<u>73,010</u>	<u>80,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>447,671</u>
(72,445)	4,285	1,158	845	2,112	(310)	(178,621)
189,151	66,320	-	1,005	8,971	5,255	4,404,209
<u>\$ 116,706</u>	<u>\$ 70,605</u>	<u>\$ 1,158</u>	<u>\$ 1,850</u>	<u>\$ 11,083</u>	<u>\$ 4,945</u>	<u>\$ 4,225,588</u>

CITY OF PLYMOUTH
Nonmajor Debt Service Funds
Combining Balance Sheet
June 30, 2024

	<u>2012</u> <u>Refunding</u> <u>GO Debt</u>	<u>2020</u> <u>GO Debt</u>	<u>Total</u>
<u>ASSETS</u>			
Cash and Cash Equivalents	\$ <u>391,688</u>	\$ <u>213,645</u>	\$ <u>605,333</u>
 <u>LIABILITIES AND FUND BALANCE</u>			
Liabilities	\$ -	\$ -	\$ -
Fund Balance:			
Restricted - Debt Service	<u>391,688</u>	<u>213,645</u>	<u>605,333</u>
Total Liabilities and Fund Balance	\$ <u>391,688</u>	\$ <u>213,645</u>	\$ <u>605,333</u>

CITY OF PLYMOUTH
Nonmajor Debt Service Funds
Combining Statement of Revenues, Expenditures and Changes in Fund Balance
For the Year Ended June 30, 2024

	2012		2020		Total
	Refunding		GO Debt		
	GO Debt		GO Debt		Total
<u>Revenues:</u>					
Property Taxes	\$ 1,103,202	\$	766,632	\$	1,869,834
Intergovernmental	77,527		53,029		130,556
Interest Income	13,010		17,008		30,018
Total Revenues	<u>1,193,739</u>		<u>836,669</u>		<u>2,030,408</u>
<u>Expenditures:</u>					
Debt Service:					
Principal Retirement	1,010,000		580,000		1,590,000
Interest and Fiscal Charges	31,400		155,150		186,550
Total Expenses	<u>1,041,400</u>		<u>735,150</u>		<u>1,776,550</u>
Excess (Deficiency) of Revenues Over Expenditures	152,339		101,519		253,858
Fund Balance, July 1	<u>239,349</u>		<u>112,126</u>		<u>351,475</u>
Fund Balance, June 30	<u>\$ 391,688</u>	\$	<u>213,645</u>	\$	<u>605,333</u>

CITY OF PLYMOUTH
Nonmajor Capital Project Funds
Combining Balance Sheet
For the Year Ended June 30, 2024

	<u>Recreation Capital Improvement</u>	<u>Public Improvement</u>	<u>2020 Road Construction</u>	<u>Total</u>
<u>ASSETS</u>				
Cash and Cash Equivalents	\$ -	\$ 700,249	\$ 433,630	\$ 1,133,879
Total Assets	<u>\$ -</u>	<u>\$ 700,249</u>	<u>\$ 433,630</u>	<u>\$ 1,133,879</u>
 <u>LIABILITIES AND FUND BALANCE</u>				
Liabilities:				
Accounts Payable	\$ -	\$ -	\$ -	\$ -
Unearned Revenue	-	500,000	-	500,000
	<u>-</u>	<u>500,000</u>	<u>-</u>	<u>500,000</u>
Fund Balance:				
Restricted - Construction	-	200,249	433,630	633,879
Total Liabilities and Fund Balance	<u>\$ -</u>	<u>\$ 700,249</u>	<u>\$ 433,630</u>	<u>\$ 1,133,879</u>

CITY OF PLYMOUTH
Nonmajor Capital Project Funds
Combining Statement of Revenues, Expenditures
and Changes in Fund Balance
For the Year Ended June 30, 2024

	<u>Recreation Capital Improvement</u>	<u>Public Improvement</u>	<u>2020 Road Construction</u>	<u>Total</u>
<u>Revenue:</u>				
Intergovernmental	\$ 422,547	\$ -	\$ -	\$ 422,547
Interest Income	105	4,342	237	4,684
Total Revenue	<u>422,652</u>	<u>4,342</u>	<u>237</u>	<u>427,231</u>
 <u>Expenditures:</u>				
Capital Outlay	<u>426,652</u>	<u>8,728</u>	<u>75,588</u>	<u>510,968</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(4,000)</u>	<u>(4,386)</u>	<u>(75,351)</u>	<u>(83,737)</u>
 <u>Other Financing Sources:</u>				
Operating Transfers In	<u>4,000</u>	<u>-</u>	<u>-</u>	<u>4,000</u>
Net Change in Fund Balance	-	(4,386)	(75,351)	(79,737)
Fund Balance - July 1	<u>-</u>	<u>204,635</u>	<u>508,981</u>	<u>713,616</u>
Fund Balance - June 30	<u>\$ -</u>	<u>\$ 200,249</u>	<u>\$ 433,630</u>	<u>\$ 633,879</u>



City of Plymouth
City Commission Regular Meeting Minutes
Monday, November 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 ProTem Kelly O'Donnell, Commissioners Linda Filipczak, Jennifer Kehoe, Alanna Maguire, Brock Minton, Nick Moroz

Excused: None

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

2. APPROVAL OF MINUTES

Moroz offered a motion, seconded by Filipczak to approve the November 4, 2024 City Commission Regular Meeting minutes.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

3. APPROVAL OF THE AGENDA

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

There was a voice vote.

MOTION PASSED UNANIMOUSLY

4. ENACTMENT OF THE CONSENT AGENDA

a. Approval of October 2024 Bills

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

There was a voice vote.

MOTION PASSED UNANIMOUSLY

5. CITIZEN COMMENTS

Ron Picard, 1373 Sheridan St., spoke about recreation.

Karen Sisolak, 939 Penniman, spoke recreation.

Ed Walton, 1465 Palmer, Thanked DMS for arranging for grinding of stump on their island.

Ellen Elliott, 404 Irvin, spoke about a boyscout group that attended a DDA meeting fulfilling their citizenship badge. and spoke about recreation.

6. COMMISSION COMMENTS

Minton: Thanked Adam Gerlach for assisting a resident with tree situation and his efforts with he City.

Deal: Thanked Sam Plymale for his work on a successful Red Kettle event and spoke about upcoming events/activities on the calendar. She also thanked everyone for their efforts on a successful election and provided results of the kids' voting.

7. OLD BUSINESS

None

8. NEW BUSINESS

a. Final Payment Sidewalk Contractor 2024

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

RESOLUTION 2024-94

WHEREAS The City of Plymouth did conduct a sidewalk replacement program during the summer of 2024 to protect the public health, safety, and welfare; and

WHEREAS The contractor did meet all requirements of the bid documents and has completed their work; and

WHEREAS The City Commission requires that they approve final payment to contractors for infrastructure projects.

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth City Commission does hereby authorize final payment in the amount of \$89,257.50. Payment shall be made to Major Construction Group, Inc. of Detroit, Michigan for the 2024 Sidewalk Replacement program.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

b. Property Swap between Tonquish Manor & City of Plymouth

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

RESOLUTION 2024-95

WHEREAS The City of Plymouth City Commission is aware that certain property under their ownership and directly adjacent to Tonquish Creek is owned by the Plymouth Housing Commission and is not necessary for the operation of the Tonquish Creek Manor; and

WHEREAS The area not necessary to Tonquish Creek Manor operations has functioned as a municipal public trail and park area for the City of Plymouth for decades; and

WHEREAS the administrative teams of the City of Plymouth and Housing Commission have identified via survey, parcels, and parts of parcels as described in the enclosed documents to be transferred to the ownership of the City of Plymouth from the Plymouth Housing Commission; and

WHEREAS The Housing Commission has reviewed and approved, at their October 22, 2024, meeting the enclosed Purchase Agreement; and

WHEREAS The transfer of these described parcels, and parts of parcels, will accurately reflect the reality of how the property functions is maintained and insured moving forward.

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth City Commission does hereby approve the enclosed Purchase Agreement for the parcels, and parts of parcels identified in the enclosed survey documents.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the City of Plymouth City Commission authorizes the mayor to execute the Purchase Agreement, and any other necessary documents to complete the sale and the property transfers on behalf of the City of Plymouth City Commission.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, 2024 (the "Effective Date"), by and among PLYMOUTH HOUSING COMMISSION, a Michigan municipal corporation (the "Seller"), and the CITY OF PLYMOUTH, a Michigan municipal corporation (the "Buyer"). Buyer and Seller are sometimes referred to, individually, as a "Party" and, together, as the "Parties."

RECITALS

A. Seller owns certain real property located in the City of Plymouth, County of Wayne, State of Michigan, with Parcel Identification Number 49-009-03-0322-003 (the "Real Property"), as more particularly described on **Exhibit A** attached hereto.

B. Buyer is desirous to buy from Seller and Seller is desirous to sell the Real Property to the Buyer.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, and for other good and valuable consideration, Buyer and Seller agree as follows:

AGREEMENT

1. PURCHASE AND SALE. Subject to the terms and conditions herein contained, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, all of Seller's interest in the following property, subject to the Permitted Exceptions (as defined below) (collectively the "Property"):

(a) The Real Property;

(b) All improvements now or hereafter located on or under the Real Property (collectively the "Improvements");

(c) All right, title and interest of Seller in and to: (i) all public or private streets, roads, or alleys, adjoining or abutting the Real Property; (ii) any and all strips and gores of land adjoining the Real Property; and (iii) all the estate, rights, privileges, easements and appurtenances belonging or in anywise appertaining to the Real Property or the Improvements.

2. PURCHASE PRICE DEPOSIT.

(a) The purchase price for the Property shall be Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, which is mutually acknowledged by the Parties (the "Purchase Price"). The Purchase Price shall be subject to such pro-rations,

credits, allowances or other adjustments as provided for in this Agreement (the "Pro-Rated Items").

(b) The Purchase Price shall be payable as follows:

- (i) At the time of closing, the Seller shall pay Ten and 00/100 (\$10.00) Dollars plus or minus the Pro-Rated Items at Closing, to be paid by Purchaser to the Seller by wire transfer or other immediately available funds.

3. TIME OF CLOSING/PLACE OF CLOSING. If title to the Property can be conveyed in the condition required under this Agreement, subject to the other terms and conditions hereof, Buyer and Seller agree to consummate the transactions contemplated herein (the "Closing") on or before the date thirty (30) days after expiration of the Inspection Period pursuant to this Agreement (the "Closing Date"). The Closing shall take place at the Title Company, remotely or other mutually agreed upon location on a specific date and time mutually acceptable to the Parties.

4. COMMITMENT FOR TITLE POLICY AND SURVEY.

(a) Within three (3) days following the Effective Date, Seller shall order, at Seller's cost and expense, (together with a copy of all exceptions) a complete commitment for an owner's extended policy of title insurance (without exceptions) insuring marketable, fee simple title on a 2006 jacket (the "Title Commitment") issued by Liberty Title Agency, Inc., ("Title Company"), in an amount equal to the Purchase Price. Seller shall pay the premium for the Title Company to deliver to Buyer at the Closing a "marked up" title commitment (or, at Buyer's election, a pro forma owner's title insurance policy) for an owner's policy of title insurance showing title in the manner required hereunder: (i) without standard exceptions; and (ii) in the amount of the Purchase Price (the "Title Policy"). In the event that Buyer desires to have a title insurance policy without standard exceptions, the cost of the survey required for the Title Company to provide a title insurance policy without standard exceptions shall be borne by Buyer, as set forth below in Section 4(b). Seller will cooperate in providing the Title Company with an owner's affidavit to Seller's knowledge, without investigation, and any other reasonable documentation in its possession or control needed to remove the standard exceptions on the title commitment, to the extent such affidavit and documentation do not add to, expand or extend Seller's representations in this Agreement. The cost of the title search, the issuance of the Title Commitment and the issuance of the Title Policy shall be Seller's expense, however, the cost of any lender's policy or endorsements to the Title Policy that "insure over" defects in Seller's title or otherwise cure Buyer's objections to title, or the cost of any other endorsements to the Title Policy which Buyer desires that are available at an additional expense shall be at Buyer's cost.

(b) Buyer may procure, at its option and with no obligation to do so, at Buyer's cost, an ALTA/ACSM survey of the Property (the "Survey"). If Seller has an ALTA/ACSM or other survey of the Property that was prepared prior to the Effective Date (an

"Existing Survey"), Seller shall deliver to Buyer within five (5) days following the Effective Date a copy of such Existing Survey (to the extent Seller has an Existing Survey and such was not previously delivered to Buyer). The legal description of the Property as set forth in the Title Commitment shall be used in all conveyance documents.

5. **TITLE OBJECTIONS.** Buyer shall have twenty-one (21) days after Buyer's receipt of the Title Commitment with complete, legible copies of the underlying documents to the extent available within which to deliver written notice to Seller of any objections to the status of Seller's title to the Property. If any such objection(s) to the Title Commitment are timely made, Seller shall have fifteen (15) days from the date such written objections have been delivered to Seller to (the "Cure Period") : (i) remedy the objections to Buyer's satisfaction (or agree in writing to have same remedied at or before Closing); or (ii) obtain title insurance over the objections satisfactory to Buyer. If Seller is unwilling or unable to so remedy the defect(s) within the Cure Period, then Buyer, at its option, may, upon written notice to Seller, ten (10) days after the (a) expiration of the Cure Period or the (b) date in which Seller notifies Buyer that Seller is unwilling or unable to remedy, whichever is earlier: (i) waive any defect(s) and the parties shall continue to perform their obligations, subject to the terms and conditions of this Agreement; or (ii) terminate this Agreement by notice to Seller, in which case the Deposit shall be delivered to Buyer and the parties shall have no further liability or obligation under this Agreement, except for those liabilities and obligations which expressly survive the termination of this Agreement. In the event Buyer fails to make such election within such ten (10) day period, then Buyer shall be deemed to have elected to waive its objections to such defects and the parties shall continue to perform their obligations, subject to the terms and conditions of this Agreement. If Buyer does not terminate this Agreement, it will be deemed to have accepted such title matters objected to and the same shall be Permitted Exceptions as defined herein. If, within the time period specified above, Seller remedies the objections or obtains title insurance over the objections reasonably acceptable to Buyer, Buyer agrees to proceed under the terms of this Agreement, subject to the satisfaction of the remaining contingencies and the remaining conditions to Closing set forth herein. All easements, restrictions and other matters of record; public and utility easements; zoning and other municipal ordinances; drainage and utility district charges and assessments; general real estate taxes not yet due and payable; special and other assessments for improvements not yet completed, any matter disclosed on the Title Commitment or the Survey and other matters which would be disclosed by an accurate survey and/or inspection of the Property which Buyer has not objected to, has been remedied by Seller as provided above or with respect to which objection has been waived or deemed accepted by Buyer, shall be deemed "Permitted Exceptions." No interest of any tenant or other occupant shall be considered a Permitted Exception (except for such leases that will be terminated at or before Closing) and Buyer shall be deemed to have objected thereto (whether or not written notice of such objection is provided). If the Title Commitment is substantively and materially amended or supplemented with new exceptions (not as a result of Buyer's acts) after Buyer has submitted its objections (except for taxes and/or installments of assessments becoming due or billed), the same time periods, procedures and notices for objections and clearance of title shall apply to new matters disclosed thereby. The Seller and Buyer agree to resolve any and all issues concerning a certain Ground Lease Agreement dated September 24, 2014 and the Memorandum of Ground Lease Agreement recorded September 25, 2014 in Oakland County Register of Deeds Office ("Ground Lease"). Such Ground Lease is between Seller and Tonquish Creek Manor, LLC and concerns all or a portion of the Property to be transferred.

6. POSSESSION. Seller shall deliver, and Buyer shall accept, possession of the Property at Closing free of any and all tenants or other occupants.

7. TAXES, ASSESSMENTS, PRORATED ITEMS, RECORDING FEES.

(a) Any real property taxes shall be prorated and adjusted, Buyer to have the last day, to and including the Closing Date. Real property taxes shall be prorated according to the custom in the locality where the Property is located. Taxes, penalties and interest for all prior years shall be paid by Seller. All general or special assessments on the Property which are billed or become due and payable on or before the date of Closing shall be paid in full by Seller. Any late fees, penalties or interest relating to taxes or assessments due before the date of Closing shall be solely Seller's responsibility and not subject to proration hereunder.

(b) Water bills and sewer bills and other utility charges, rates, rents, and other costs shall be paid by Seller up to, but not including, the Closing Date, and an escrow shall be created for same at Closing, or in lieu thereof, final reading(s) and billing(s) to Seller shall occur on the Closing Date, with Buyer responsible for the Closing Date.

(c) Any transfer taxes, State and County, relating to the sale of the Property shall be paid by Seller on the Closing Date and both Parties agree to execute any tax forms required in connection therewith.

(d) Buyer shall pay all recording fees for the Warranty Deed (as defined herein), and Seller shall pay all recording fees with respect to any documents required to be recorded in order to permit Seller to convey to Buyer title to the Property in the condition as required hereunder.

8. INSPECTION PERIOD. Buyer shall have sixty (60) days following the Effective Date (the "Inspection Period") to inspect and investigate the physical condition of the Buildings, zoning, and all other aspects of the Property, at Buyer's sole cost and expense. Buyer's right to inspect and investigate the Property shall include the right to conduct (or cause the conduct of) an environmental investigation of the Property (which may include Phase I and Phase II environmental site analyses). Buyer shall not unreasonably interfere with the business operations on the Property while conducting such inspections. Buyer shall provide reasonable advance notice to Seller by telephone of Buyer's on-site inspections and investigations, and Buyer shall schedule such inspections during non-business hours if requested by Seller. The rights granted to Buyer hereunder may be exercised by Buyer and/or its consultants and contractors and their respective agents and employees (collectively the "Buyer Representatives"). Buyer agrees to indemnify and hold Seller harmless from all costs, expenses, damages, injuries, claims, and liabilities ("Damages") arising out of Buyer's acts or omissions or those of the Buyer Representatives that may arise out of their entry or activities on the Property. Any and all test results obtained shall be kept confidential by Buyer, except as necessary for Buyer to distribute to its lenders and professional representatives, who Buyer agrees will hold same

confidentially and not disclose same to any other person or entity. Within five (5) days following the Effective Date, Seller shall deliver to Buyer any third party reports regarding the Property which Seller may have in its possession or under its control (to the extent Seller has not previously delivered the same to Buyer), concerning environmental matters, soil tests results, asbestos and mold reports, which shall all remain confidential as provided in this Agreement and not to be disclosed to any person or entity, except as necessary to distribute to its lenders or professional representatives as set forth above. Additionally, Seller agrees to cooperate fully with Buyer's reasonable requests for information, data, documents, and access to the Property as necessary or desirable for Buyer's due diligence. Buyer's obligations under this Section shall survive any termination of this Agreement.

The Buyer may extend the Initial Inspection Period for up to thirty (30) days (the "Extension Period" and, together with the Initial Inspection Period, shall be the "Inspection Period") upon written notice to Seller at any time prior to expiration of the Inspection Period. All other terms of the Initial Inspection Period regarding access to the Property reasonable cooperation, confidentiality and indemnification shall apply to the parties in the Extension Period.

Buyer may, in its sole and absolute discretion, for any reason, or for no reason, elect at any time on or prior to the expiration of the Inspection Period, as may be extended, to terminate this Agreement by providing written notice thereof to Seller (a "Termination Notice") delivered to Seller during the Inspection Period at which time this Agreement shall be deemed terminated and neither Party shall have any further liability to the other under hereunder, except as set forth herein. At any time on or prior to the expiration of the Inspection Period, as may be extended, Buyer may provide written notice to Seller that Buyer is satisfied with its due diligence inspection of the Property (the "Satisfaction Notice") in which event the Parties shall proceed to Closing, subject to the conditions set forth herein. In the event that Buyer fails to provide Seller with either a Termination Notice or Satisfaction Notice on or prior to the expiration of the Inspection Period, then it shall be deemed that Buyer has provided Seller with a Satisfaction Notice.

9. CONDITIONS PRECEDENT.

(a) Buyer's obligation to purchase the Property and to pay the Purchase Price and to make the closing deliveries required under this Agreement is expressly subject to the satisfaction of the following conditions precedent:

(i) On the Closing Date, all of Seller's representations and warranties shall be true and correct and Seller shall have performed each covenant to have been performed by Seller under this Agreement.

(ii) On the Closing Date, there shall be no litigation, arbitration, administrative hearing and/or proceeding pending, seeking: (A) to enjoin the consummation of the transactions contemplated hereunder or cause the transactions contemplated hereunder to be rescinded after consummation thereof; (B) to recover title

to the Property, or any part thereof or any interest therein; or (C) to enjoin the violation of any law, rule, regulation, restrictive covenant or zoning ordinance on the Property.

(iii) Buyer shall have received all such instruments and documents as Buyer's counsel shall reasonably require and timely request to the extent same are customary in transactions of this kind to establish the power and authority of Seller to execute and deliver this Agreement and to carry out Seller's obligations hereunder.

(iv) Seller shall have made all of the closing deliveries required under the terms of this Agreement.

(v) Any leases or occupancy agreements with respect to the Property have been terminated.

(vi) Buyer receives satisfactory approvals, in its sole discretion, from governmental authorities, for Buyer's intended project on or before the expiration of the Inspection Period.

Buyer may, at its election, waive any of the foregoing conditions precedent set forth above, and proceed with the Closing of the transaction contemplated by this Agreement. In the event that Closing has been consummated, then all remaining unsatisfied conditions precedent shall be deemed to have been waived.

(b) Seller's obligation to sell the Property and to make the closing deliveries required under this Agreement is subject, without limitation, to the satisfaction of the following conditions precedent:

(i) Payment of the Purchase Price by Buyer to Seller on the Closing Date, plus or minus any prorations or adjustments applicable herein.

(ii) On the Closing Date, all of Buyer's representations and warranties shall be true and correct and Buyer shall have performed in all material respects each covenant to have been performed by Buyer under this Agreement within the time specified.

(iii) Seller shall have received all such instruments and documents as Seller's counsel shall reasonably require and timely request, to the extent same are customary in transactions of this kind, to establish the power and authority of Buyer to execute and deliver this Agreement and to carry out Buyer's obligations hereunder.

(iv) Buyer shall have made all of the closing deliveries required under the terms of this Agreement.

Seller may, at its election, waive any of the foregoing conditions precedent set forth above, and proceed with the Closing of the transaction contemplated by this Agreement.

10. CLOSING DOCUMENTS.

(a) On the Closing Date, Seller shall deliver the following (which shall be executed by Seller, and such other party, or parties, as may be designated therein, and where required acknowledged):

(i) A Warranty Deed (the "Deed") conveying the Property to Buyer, together with a Real Estate Transfer Tax Valuation Affidavit (the "RETTVA") with respect to the Property, subject to the Permitted Exceptions.

(ii) A termination of any existing lease agreements or occupancy agreements related to the Property executed by Seller and any lessee or occupant of the Property.

(iii) A certificate of Seller confirming the truth and correctness of all representations and warranties of Seller set forth in Section 15(a) hereof from the Effective Date to, and as of, the Closing Date.

(iv) A closing statement and such other documents as may be reasonably required by the Title Company.

(b) On the Closing Date, Buyer shall deliver the following:

(i) The Closing Payment to the Seller.

(ii) A certificate of Buyer confirming the truth and correctness of all representations and warranties of Buyer set forth in Section 15(b) hereof from Effective Date to, and as of, the Closing Date.

(iii) A closing statement and such other documents as may be reasonably required by the Title Company.

11. ~~AS-IS.~~ EXCEPT FOR THE WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT, PURCHASER'S PURCHASE OF THE PROPERTY HEREUNDER WILL BE "AS-IS, WHERE-IS, WITH ALL FAULTS". EXCEPT FOR THE WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT, PURCHASER WILL BE CONCLUDING THE PURCHASE OF THE PROPERTY BASED SOLELY ON ITS AND ITS AGENTS' AND CONSULTANTS' INSPECTION AND INVESTIGATION OF THE PROPERTY AND ON DOCUMENTS AND OTHER MATERIALS RELATED THERETO AND WILL BEAR ANY RISK THAT SUCH INSPECTIONS, INVESTIGATIONS, DOCUMENTS AND OTHER MATERIALS ARE INCOMPLETE OR OTHERWISE FAIL TO DISCLOSE ANY MATERIAL PROBLEM WITH RESPECT TO THE PROPERTY. WITHOUT LIMITING THE FOREGOING, PURCHASER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE ANY REPRESENTATIONS AND WARRANTIES ON WHICH

PURCHASER IS RELYING AS TO ANY MATTERS CONCERNING THE PROPERTY.

12. DEFAULT; TERMINATION. In the event of a default by Buyer under this Agreement, following the expiration of ten (10) days' advance notice and opportunity to cure, Seller shall be entitled to terminate this Agreement as Seller's sole and exclusive remedy and neither Party shall have any further liability to the other under this Agreement, except for those liabilities that survive termination. In the event of a default by Seller hereunder following the expiration of ten (10) days' advance notice and opportunity to cure, Buyer shall be entitled to elect one of the following remedies as its sole and exclusive remedy: (a) termination of this Agreement or (b) the right to seek specific performance.

13. NOTICES. Any notice, demand, or other communication required to be given or to be served upon any Party hereunder shall be in writing and delivered to the person to whom the notice is directed, either: (a) in person or (b) delivered by overnight delivery service (including any express mail or overnight delivery service). Any notice, demand, or other communication given by overnight delivery service for next business day delivery shall be deemed given on the date of deposit with the overnight carrier for next business day delivery. Any notice, demand, or other communication given other than by overnight carrier shall be deemed to have been given and received when delivered to the address of the Party to whom it is addressed as stated below.

If to Seller: Plymouth Housing Commission
1160 Sheridan
Plymouth, MI 48170

If to Buyer: Paul Sincock
City Manager
City of Plymouth
201 S. Main Street
Plymouth, MI 48170

with a copy
(which shall not constitute notice) to: Dennis Cowan
Plunkett Cooney
38505 Woodward Ave., Suite 100
Bloomfield Hills, Michigan 48304

14. GENERAL PROVISIONS. The pronouns and relative words herein used are written in the masculine and singular only. If more than one person or entity joins in the execution hereof as Seller or Buyer, or either Party is of the feminine sex or an entity, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective Parties.

15. ADDITIONAL DOCUMENTS. Each Party agrees to execute any additional documents reasonably requested by the other Party to carry out the intent of this Agreement.

16. SELLER'S AND BUYER'S REPRESENTATIONS, WARRANTIES AND DISCLOSURES.

(a) Seller represents, warrants and discloses to Buyer that:

(i) To the best of Seller's knowledge, all business operations on the Property have been conducted in compliance with and are not in violation of any certificates, licenses, approvals, registrations and authorizations required under Environmental Laws applicable to the Property, and no notice, citation, summons or order has been issued to or received by Seller from any governmental authority or agency with respect to an alleged violation of any Environmental Laws at the Property.

As used herein, "Environmental Law(s)" means all federal, state or local laws, rules, regulations, statutes, ordinances, regulating human health or safety, industrial hygiene or environmental conditions, protection of the environment, pollution or contamination of the air, soil, surface water or groundwater, and includes, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*, the Clean Water Act, 33 U.S.C. §1251 *et seq.*, the Clean Air Act, as amended, 42 U.S.C. §7401 *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. §651 *et seq.*, the Hazardous Substances Transportation Act, 49 U.S.C. §1801 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §1321 *et seq.*, the Emergency Planning and Community Right to Know Act, 42 U.S.C. 11001 *et seq.*, and the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.*, and any State counterparts, including but not limited to Part 201 of the Natural Resources and Environmental Protection Act (MCL §324.20101 *et seq.*).

(ii) Seller owns the Property and has all rights to sell the Property to Buyer in accordance with the terms of this Agreement and the obligations of Seller herein contained and contemplated hereby are and will be binding and enforceable on Seller.

(iii) Seller has not received any written outstanding court order, writ, injunction or decree of any court, arbitration panel or governmental agency affecting Seller which restricts the ability of Seller to sell the Property to Buyer in accordance with the terms of this Agreement.

(iv) Seller has received no written notice of any pending or threatened condemnation of the Property.

(v) From the Effective Date to the Closing Date, Seller shall not transfer any of the Property, grant any options to purchase in connection therewith or related thereto, or affirmatively create any easement or mortgage the Property without the Buyer's written consent.

(vi) There are no leases, service contracts, management agreements or other similar contracts, to which Seller is a party to with respect to the Property that will be binding on Buyer that will not be terminated at Closing.

(vii) Seller has not been served with any written notices of intention to claim a construction lien against the whole or any part of the Property.

(viii) There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any debtor relief laws filed by Seller with respect to the Property.

(ix) To the best of Seller's knowledge, neither this Agreement, nor any document or instrument to be signed by Seller in connection with this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary to make each statement contained herein or therein not materially misleading.

(x) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code 1986, as amended, or any Regulations promulgated thereunder.

(xi) Seller has good and marketable title in fee simple to the Property. The Property has not been assigned or conveyed to any party. Seller shall, at Closing, have the right to convey the Property pursuant to the terms of this Agreement. No Person (other than Buyer pursuant to this Agreement) has a right to acquire any interest in the Property.

(xii) There are no judgments presently outstanding and unsatisfied against Seller or the Property. Neither Seller nor the Property is involved in any litigation at law or in equity, or any other proceeding before any court, or by or before any governmental or administrative agency, whether relating to the transaction contemplated hereby or otherwise, and no such litigation or proceeding is threatened or pending but not yet served against Seller or the Property.

(xiii) All installations, repairs, alterations or any other work done or being done to the Property, have been paid in full.

(xiv) To the best of Seller's knowledge, all public utilities currently serving the Property and public and quasi-public improvements upon or adjacent to the Property (including, without limitation, all applicable electric lines, water lines, gas lines and telephone lines): (i) are adequate to service the requirements of the Property and all payments for same have been made; (ii) enter the Real Property directly through adjoining public streets and do not pass through adjoining private land; and (iii) are installed and operating and all installation and connection changes have been paid for in full.

(xv) This Agreement has received approval of the Board of Directors of the Seller.

Seller's representations and warranties shall survive the Closing Date for a period of two (2) years.

(b) Buyer represents, warrants and discloses to Seller:

(i) (A) As of the Closing Date, Buyer has all requisite power and authority under the laws of the State of Michigan and the Plymouth City Charter, to enter into this Agreement and to perform the obligations of Buyer hereunder; and (B) the obligations of Buyer herein contained and contemplated hereby are and will be binding and enforceable on Buyer.

(ii) There is no outstanding order, writ, injunction or decree of any court, arbitration panel or governmental agency affecting Buyer which would in any manner impede or impair the ability of Buyer to purchase the Property from Seller in accordance with the terms of this Agreement.

(iii) To Buyer's actual knowledge, without investigation, neither this Agreement, nor any document or instrument to be signed by Buyer in connection with this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary to make each statement contained herein or therein not materially misleading.

(iv) This Agreement has received approval of the City Commission of Buyer.

Buyer's representations and warranties shall survive the Closing Date for a period of two (2) years.

17. OPERATION OF THE PROPERTY. From the Effective Date through the Closing Date, Seller shall:

(a) Keep and maintain in full force and effect similar insurance coverage with regard to Seller and/or the Property as Seller maintains as of the Effective Date.

(b) Subject to the provisions herein upon a casualty prior to Closing, keep and preserve the Property in substantially the same condition than existing as of the Effective Date.

(c) Not, without obtaining the prior written consent of Buyer which consent may be withheld by Buyer in Buyer's sole and absolute discretion, enter into any lease or other agreement with respect to the Property which will extend in force beyond the Closing Date and which binds Buyer or the Property thereafter.

(d) Not, without obtaining the prior written consent of Buyer which consent may be withheld by Buyer in Buyer's sole and absolute discretion, initiate a change in the zoning applicable to the Property.

(e) Provide Buyer with prompt written notice of any claims, litigation, arbitration, administrative hearings, proceedings or investigations relating to the Property of which Seller receives written notice delivered to it after the Effective Date.

(f) Pay all utility charges and other service charges accrued through the date of closing.

18. INDEMNIFICATION.

(a) Seller covenants and agree to indemnify, defend, protect and hold harmless, Buyer and its respective officials, officers, employees, or agents (individually a "Buyer Indemnified Party" and collectively the "Buyer Indemnified Parties") from, against and in respect of all liabilities, losses, claims, damages, causes of action, lawsuits, administrative investigations, audits, demands, assessments, adjustments, judgments, settlement payments, deficiencies, penalties, fines, interest (including interest from the date of such damages), costs and expenses (including without limitation reasonable attorneys' fees and disbursements of every kind, nature and description) but net of any insurance and tax benefits and excluding any consequential or incidental damages (collectively, "Damages") suffered, sustained or incurred or paid by the Buyer Indemnified Parties in connection with, resulting from or arising out of: (i) any material breach of any representation or warranty of Seller as set forth in this Agreement or in any instrument executed by Seller and delivered to Buyer at Closing within six (6) months from the Closing Date; (ii) the assertion against any Buyer Indemnified Party of any Damages relating to injury on the Property accruing and/or occurring prior to the Closing Date, except for any such Damages in connection with Buyer's inspection of the Property under this Agreement; or (iii) any unpaid taxes of Seller with respect to the Property to any local, State or Federal governmental authority that would be Seller's responsibility under the terms of this Agreement. The above indemnity is expressly subject to Buyer delivering notice to Seller within ten (10) days of any Buyer Indemnified Party having knowledge of any matter or action or similar proceeding that triggers such Damages and Seller shall have the sole option of defending itself and controlling any defense thereof.

(b) Buyer hereby covenants and agrees to indemnify, defend, protect and hold harmless, Seller and its respective officers, directors, employees, partners, members, managers, assigns, successors and affiliates (individually a "Seller Indemnified Party" and collectively the "Seller Indemnified Parties") from, against and in respect of all Damages (as defined in Section 17(a) above) suffered, sustained or incurred or paid by the Seller Indemnified Parties in connection with, resulting from or arising out of: (i) any material breach of any representation or warranty of Buyer as set forth in this Agreement or any document, instrument, schedule or certificate, delivered by or on behalf of Buyer in connection therewith; or (ii) the assertion against any Seller Indemnified Party of any Damages relating to the Property occurring and accruing after the Closing Date, or the

actions or omissions of the officials, officers, employees or agents of Buyer after the Closing Date. The above indemnity is expressly subject to Seller delivering notice to Purchaser within ten (10) days of any Seller Indemnified Party having knowledge of any matter or action or similar proceeding that trigger such damages and Seller shall have the sole option of defending itself and controlling any defense thereof.

19. SECTIONS AND OTHER HEADINGS. Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

20. TIME. In computing any period of time prescribed by the terms of this Agreement, the day from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday (i.e., not a "Business Day"), in which event the period shall run until the end of the next day which is a Business Day. In the event any day on which any act is to be performed by Seller or Buyer under the terms of this Agreement is not a Business Day, the time for the performance by Seller or Buyer of any such act shall be extended to the next day which is a Business Day.

21. WAIVER. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

22. EMINENT DOMAIN. If before Closing all or any part of the Property is taken by eminent domain, Buyer may terminate this Agreement, whereupon the Deposit shall be returned to Buyer. If Buyer does not terminate, this Agreement will remain in effect and Seller will assign to Buyer all of Seller's rights to receive any awards that may be made for such taking.

23. RISK OF LOSS. Risk of loss to the Property from casualty shall be borne by Seller until the Closing and Seller shall be entitled to all insurance proceeds from any such loss (subject to the following). If the Property or any such part thereof is substantially damaged or destroyed as a result of such casualty, Seller shall immediately notify Buyer and Buyer may elect in a writing delivered to Seller within ten (10) Business Days thereafter to: (a) proceed with the Real Estate Transaction and be entitled to an assignment of all net insurance proceeds paid to Seller as a result of such casualty, less any costs of restoration incurred and paid for by Seller; or (b) terminate this Agreement, whereupon the Deposit shall be returned to Buyer and the Parties shall have no further liability to each other, except as set forth herein. If Buyer fails to make an election within ten (10) Business Days after receipt of Seller's notice of such casualty, Buyer shall be deemed to have elected to proceed with the Real Estate Transaction pursuant to clause (a) of this Section 23.

24. COOPERATION/FURTHER ASSURANCES. The Parties hereto agree to cooperate with each other in every reasonable way in carrying out the Real Estate Transaction and in obtaining and delivering all required closing documents. Time shall be

of the essence. After the Closing Date, at the request of Buyer, Seller will execute and deliver to Buyer such other instruments of conveyance and transfer and take such other actions as Buyer may reasonably require to more effectively convey, transfer to, and vest in Buyer marketable, insurable, fee simple title to the Property, in the manner required hereunder, subject only to the Permitted Exceptions. In addition, after the Closing Date, Seller and Buyer agree to cooperate with each other in every reasonable way to make any necessary adjustments or corrections to the closing documents and the prorations contained on the closing statement. The provisions of this Section applicable to period(s) after the Closing Date shall survive the Closing Date.

25. ENTIRE AGREEMENT AND AMENDMENTS. This Agreement (and the Recitals, and the Exhibits attached hereto, which are by this reference incorporated herein and made a part hereof) constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, either oral or written, between the Parties with respect to the subject matter hereof. This Agreement may be amended or supplemented only by an instrument in writing executed by both Parties hereto.

26. SEVERABILITY. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if the invalid or unenforceable provisions were omitted.

27. NO THIRD-PARTY BENEFICIARIES. Except as otherwise specifically provided herein, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation other than Seller and Buyer, any rights or remedies under or by reason of this Agreement. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their successors, heirs and permitted assigns.

28. CHOICE OF LAW; JURISDICTION. It is the intention of the Parties that the laws of the State of Michigan should govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Parties.

29. REAL ESTATE COMMISSIONS. Both Seller and Buyer represent no Broker has been utilized in this transaction. Each of the parties indemnifies the other from any claim for commissions arising out of brokerage services provided to the indemnifying party.

30. EXPENSES; ATTORNEYS' FEES. Except as may be otherwise set forth in this Agreement, each of Seller and Buyer will pay all of its own expenses, including attorneys' and accountants' fees in connection with the negotiation of this Agreement, the performance of its obligations hereunder or thereunder, and the consummation of the transaction contemplated by this Agreement. Notwithstanding the foregoing Buyer and Seller shall share equally any closing escrow fees.

31. ARMS LENGTH NEGOTIATIONS. Buyer and Seller each represent and warrant to the other that: (a) before executing this Agreement, said Party has fully informed itself of the terms, contents, conditions, and effects of this Agreement; (b) said Party has relied solely and completely upon its own judgment in executing this Agreement; (c) said Party has had the opportunity to seek and has obtained the advice of counsel before executing this Agreement; (d) said Party has acted voluntarily and of its own free will in executing this Agreement; (e) said Party is not acting under duress, whether economic or physical, in executing this Agreement; and (f) this Agreement is the result of arm's length negotiations conducted by and between the Parties and their respective counsel. The representations and warranties set forth in this Section 31 shall survive the Closing or the termination of this Agreement.

32. CONFIDENTIALITY. Seller and Buyer will, prior to the Closing, keep all non-public information regarding this transaction or the other Party strictly confidential, except as may be required by law or in connection with any enforcement proceedings, including, without limitation, any lawsuit between the Parties. No press release or other public announcement related to this Agreement or the transaction contemplated hereby will be issued by any Party hereto without the prior approval of the other Party. Nothing in this Section 32, shall prohibit either Party from disclosing any such information to its attorneys, accountants, consultants, or lenders who shall be advised to keep same confidential.

33. COUNTERPART FACSIMILE; ELECTRONIC SIGNATURE. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement. This Agreement may be executed by facsimile or electronic mail scan signature which shall be deemed binding upon the Parties with an original to follow via mail or overnight delivery service. The Parties have executed this Agreement the day and year first above written.

SELLER:

PLYMOUTH HOUSING COMMISSION,
a Michigan municipal corporation

By: _____

Its: _____

BUYER:

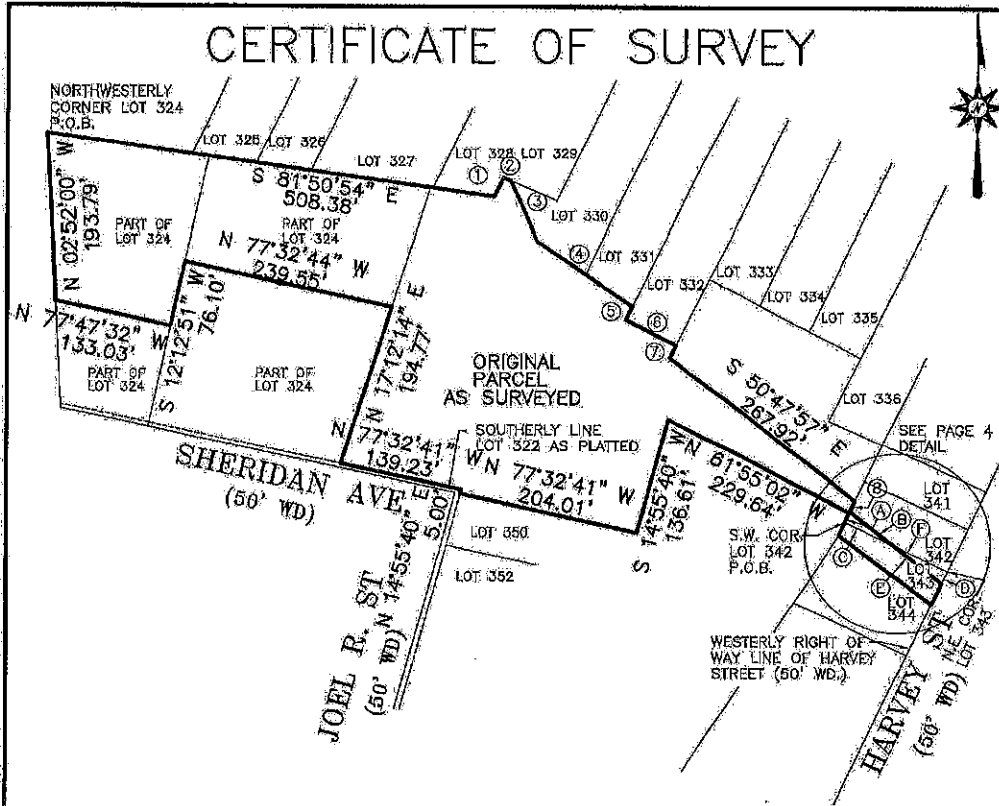
CITY OF PLYMOUTH,
a Michigan municipal corporation

By: _____

Its: Mayor

Current Property As Surveyed- Owned by Housing Commission

CERTIFICATE OF SURVEY



	BEARING	FEET
1	N 25°27'50" E	24.13'
2	S 66°43'40" E	9.07'
3	S 24°11'38" E	75.39'
4	S 55°23'20" E	130.88'
5	S 25°27'50" W	17.00'
6	S 61°55'02" E	63.77'
7	S 25°27'50" W	18.47'
8	S 25°00'17" W	14.82'
A	N 25°00'17" E	14.00'
B	S 51°23'51" E	61.87'
C	N 63°54'28" W	60.00'
D	S 25°00'17" W	15.97'
E	N 50°49'51" W	70.58'
F	S 63°54'27" E	68.45'

LEGAL DESCRIPTION

SEE ATTACHED

LEGEND

RECORDED	R.
MEASURED	M.
FOUND IRON ROD	F.I.R.
FOUND IRON PIPE	F.I.P.
SET CAPPED IRON	S.C.I.
FOUND CONC. MON.	F.C.M.
POINT OF BEGINNING	P.O.B.



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON 01/13/23 AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS LESS THAN 1/6000 AND THAT ALL REQUIREMENTS OF P.A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

Greg L. Ash
GREG L. ASH, P.L.S. #28400

<p>GLA SURVEYORS & ENGINEERS</p>	9460 SOUTH MAIN STREET SUITE 103 PLYMOUTH, MI 48170 PHONE: (734) 416-9650 FAX: (734) 416-0657 www.glasurveyor.com	CLIENT: CITY OF PLYMOUTH 201 S. MAIN ST PLYMOUTH, MI 48170
	DATE: 09/03/24 JOB NO.: 4178 FILE NO.: 4178	SCALE: 0' 150' 300' 1" = 150'

**Original Description
As provided**

Part of Lots 322, 323 and 324 combined described as: BEGINNING at the Northwestern corner of Lot 324; thence S. 81° 50' 54" E. 508.34 feet; thence N. 25° 27' 50" E. 24.13 feet; thence S. 66° 43' 40" E. 9.07 feet; thence S. 24° 11' 38" E. 75.39 feet; thence S. 55° 23' 20" E. 130.88 feet; thence S. 25° 27' 50" W. 17 feet; thence S. 61° 55' 02" E. 63.77 feet; thence S. 25° 27' 50" W. 16.47 feet; thence S. 50° 47' 57" E. 266.58 feet; thence S. 25° 00' 17" W. 14.30 feet; thence N. 61° 55' 02" W. 259.37 feet; thence S. 14° 55' 40" W. 136.62 feet; thence N. 77° 32' 41" W. 665.57 feet; thence N. 02° 55' W. 5.16 feet; thence S. 77° 32' 41" E. 329.76 feet; thence N. 17° 12' 14" E. 194.97 feet; thence N. 77° 32' 43" W. 239.56 feet; thence S. 12° 11' 52" W. 76.10 feet; thence Westerly 131.94 feet; thence N. 02° 52' W. 193.79 feet to the POINT OF BEGINNING; ALSO part of Lots 342 and 343 described as: BEGINNING at the Southwesterly corner of Lot 342; thence N. 25° 00' 17" E. 14 feet; thence S. 50° 49' 46" E. 61.87 feet; thence N. 63° 54' 20" W. 60 feet to the POINT OF BEGINNING; ALSO Lot 343 except the Northeasterly triangular part measuring 15.97 feet on the Easterly lot line and 68.44 feet on the Northerly lot line; ALSO the Westerly 6 feet of Lots 350 and 352 of ASSESSOR'S PLYMOUTH PLAT NO. 13, T. 1 S., R. 8 E. Liber 66, Page 46, Wayne County Records.

**Property Currently Owned by the Plymouth Housing
Commission**

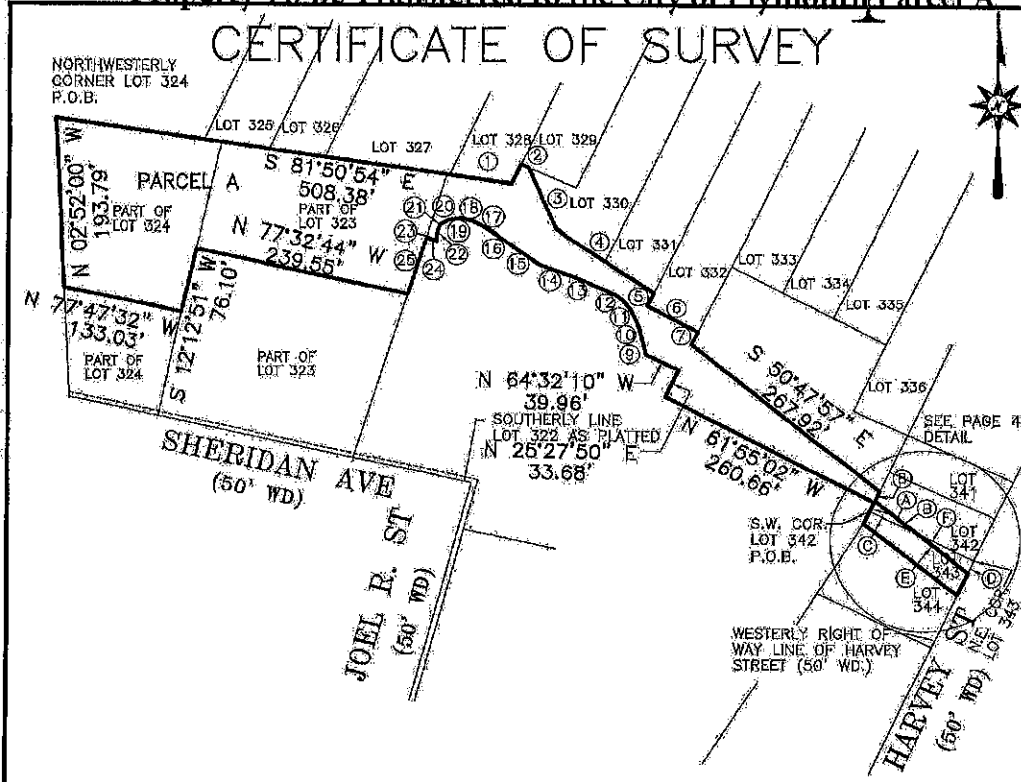
**Legal Description
As surveyed**

Part of ASSESSOR'S PLYMOUTH PLAT NO. 13, of part of the Northeast ¼ of the Southeast ¼ of Section 27, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan, as recorded in Liber 66 of Plats, Page 46, Wayne County Records, described as:

BEGINNING at the Northwestern corner of Lot 324 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; thence S. 81° 50' 54" E. 508.38 feet to the Southeastly corner of Lot 328 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; (1) thence N. 25° 27' 50" E. 24.13 feet along the Easterly line of said Lot 328 to the Southwesterly corner of Lot 329 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; (2) thence S. 66° 43' 40" E. 9.07 feet along the Southerly line of said Lot 329; (3) thence S. 24° 11' 38" E. 75.39 feet; (4) thence S. 55° 23' 20" E. 130.88 feet to the Southeastly corner of Lot 331 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; (5) thence S. 25° 27' 50" W. 17.00 feet along the Westerly line of Lot 332 of said ASSESSOR'S PLYMOUTH PLAT NO. 13 to the Southwesterly corner of said Lot 332; (6) thence S. 61° 55' 02" E. 63.77 feet along the Southerly line of said Lot 332; (7) thence S. 25° 27' 50" W. 16.47 feet; thence S. 50° 47' 57" E. 267.92 feet to a point on the Westerly line of Lot 342 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; (8) thence S. 25° 00' 17" W. 14.82 feet along said Westerly line of said Lot 342 to a point on the Westerly line of Lot 343 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; thence N. 61° 55' 02" W. 229.64 feet; thence S. 14° 55' 40" W. 136.61 feet; thence N. 77° 32' 41" W. 204.01 feet to a point on the Easterly right of way line of Joel R. Street (50 feet wide); thence N. 14° 55' 40" E. 5.00 feet along said Easterly right of way line of said Joel R. Street (50 feet wide) to a point on the Northerly right of way line of Sheridan Avenue (50 feet wide); thence N. 77° 32' 41" W. 139.23 feet along said Northerly right of way line of said Sheridan Avenue (50 feet wide); thence N. 17° 12' 14" E. 194.77 feet to a point said point being the Southeastly corner of Lot 323 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; thence N. 77° 32' 44" W. 239.55 feet along the Southerly line of Lot 323 of said ASSESSOR'S PLYMOUTH PLAT NO. 13 to a point on the Westerly line of said Lot 324 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; thence S. 12° 12' 51" W. 76.10 feet along said Westerly line of said Lot 324; thence N. 77° 47' 32" W. 133.03 feet to a point on the Westerly line of said Lot 324; and thence N. 02° 52' 00" W. 193.79 feet along the Westerly line of said Lot 324 of said ASSESSOR'S PLYMOUTH PLAT NO. 13 to the POINT OF BEGINNING. ALSO part of said Lot 342 of ASSESSOR'S PLYMOUTH

Property To Be Transferred to the City of Plymouth Parcel A

CERTIFICATE OF SURVEY



BEARING	FEET	BEARING	FEET	BEARING	FEET
1 N 25°27'50" E	24.13'	15 N 53°22'05" W	34.81'	A N 25°00'17" E	14.00'
2 S 66°43'40" E	9.07'	16 N 53°51'53" W	25.67'	B S 51°23'51" E	61.87'
3 S 24°11'38" E	75.39'	17 N 60°44'47" W	26.13'	C N 63°54'28" W	60.00'
4 S 55°23'20" E	130.88'	18 N 76°16'27" W	13.12'	D S 25°00'17" W	15.97'
5 S 25°27'50" W	17.00'	19 S 80°17'32" W	14.55'	E N 50°49'51" W	70.58'
6 S 61°55'02" E	63.77'	20 S 62°18'21" W	9.19'	F S 63°54'27" E	68.45'
7 S 25°27'50" W	16.47'	21 S 38°56'55" W	3.27'		
8 S 25°00'17" W	14.82'	22 S 18°17'22" W	8.22'		
9 N 13°50'55" W	36.13'	23 S 03°28'55" W	8.66'		
10 N 23°20'41" W	17.32'	24 N 72°47'46" W	11.58'		
11 N 35°39'48" W	16.05'	25 S 17°12'14" W	68.20'		
12 N 51°08'23" W	9.97'				
13 N 65°55'22" W	47.07'				
14 N 69°14'11" W	48.98'				

LEGAL DESCRIPTION

SEE ATTACHED

LEGEND

MEASURED	R.
FOUND IRON ROD	F.I.R.
FOUND IRON PIPE	F.I.P.
SET CAPPED IRON	S.I.
FOUND CONG. WOL.	F.C.W.
POINT OF BEGINNING	P.O.B.



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON 01/15/23 AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS LESS THAN 1/6000 AND THAT ALL REQUIREMENTS OF P.A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

Greg L. Ash
GREG L. ASH, P.L.S. #28400

	9450 SOUTH MAIN STREET SUITE 103 PLYMOUTH, MI 48170 PHONE: (734) 416-9650 FAX: (734) 416-9857 www.glasurveyor.com	CLIENT: CITY OF PLYMOUTH 201 S. MAIN ST PLYMOUTH, MI 48170
	DATE: 09/03/24 JOB NO.: 4178 FILE NO.: 4178	SCALE: 0' 150' 300' 1" = 150'

DRAWN BY:
BGW

PLAT NO. 13 being described as: BEGINNING at the Southwesterly corner of said Lot 342; (A) thence N. 25° 00' 17" E. 14.00 feet along the Westerly line of said Lot 342; (B) thence S. 51° 23' 51" E. 61.87 feet to a point on the Southerly line of said Lot 342; and (C) thence N. 63° 54' 28" W. 60.00 feet along said Southerly line of said Lot 342 to the POINT OF BEGINNING. AND ALSO Lot 343 of ASSESSOR'S PLYMOUTH PLAT NO. 13 except the following 3 courses: BEGINNING at the Northeasterly corner of said Lot 343; (D) S. 25° 00' 17" W. 15.97 feet along the Westerly right-of-way line of Harvey Street (50 feet wide); (E) N. 50° 49' 51" W. 70.58 feet to a point on the Northerly line of said Lot 343; (F) S. 63° 54' 27" E. 68.45 feet to the POINT OF BEGINNING. Containing 4.03 acres of land, more or less. Subject to any and all easements or rights of way of record, if any.

Parcel A to be Transferred to the City of Plymouth

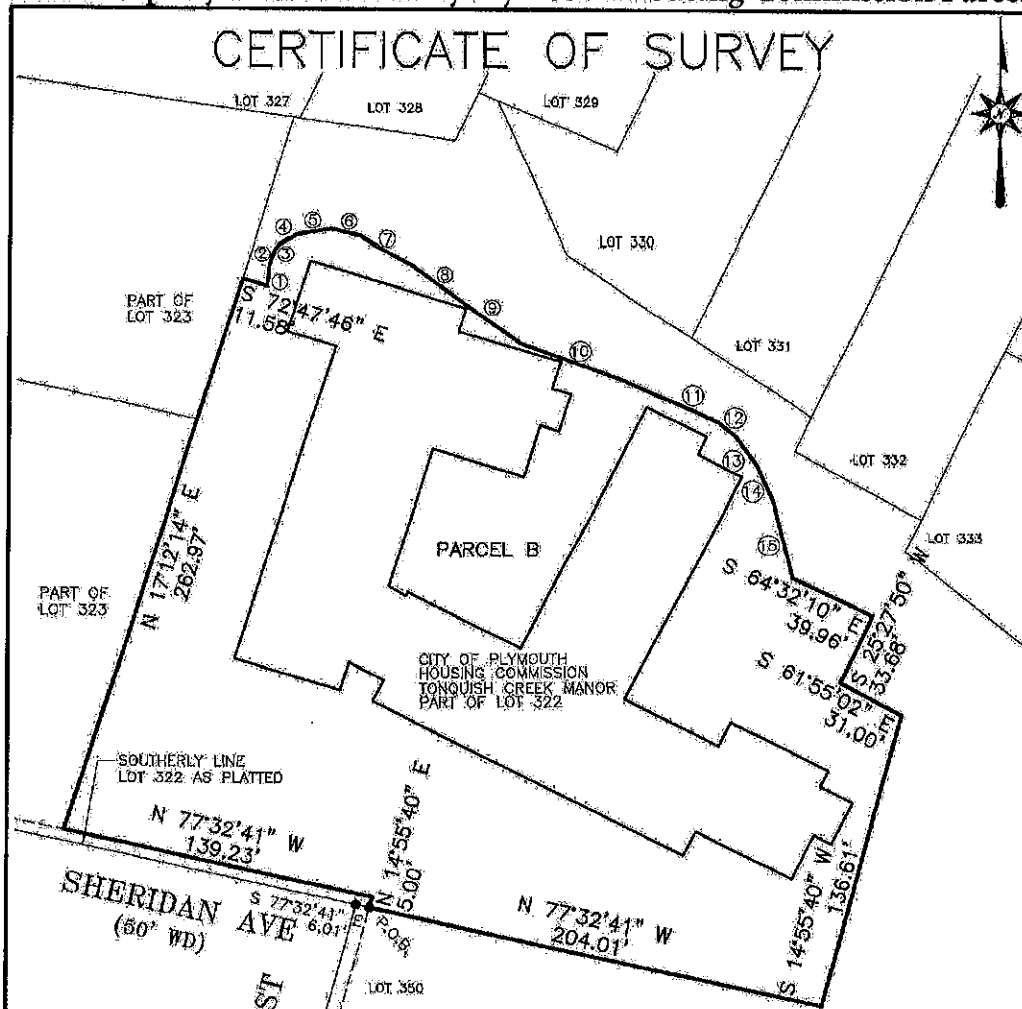
Parcel A

Part of ASSESSOR'S PLYMOUTH PLAT NO. 13, of part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 27, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan, as recorded in Liber 66 of Plats, Page 46, Wayne County Records, described as:

BEGINNING at the Northwesterly corner of Lot 324 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; thence S. 81° 50' 54" E. 508.38 feet to the Southeasterly corner of Lot 328 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; (1) thence N. 25° 27' 50" E. 24.13 feet along the Easterly line of said Lot 328 to the Southwesterly corner of Lot 329 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; (2) thence S. 66° 43' 40" E. 9.07 feet along the Southerly line of said Lot 329; (3) thence S. 24° 11' 38" E. 75.39 feet; (4) thence S. 55° 23' 20" E. 130.88 feet to the Southeasterly corner of Lot 331 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; (5) thence S. 25° 27' 50" W. 17.00 feet along the Westerly line of Lot 332 of said ASSESSOR'S PLYMOUTH PLAT NO. 13 to the Southwesterly corner of said Lot 332; (6) thence S. 61° 55' 02" E. 63.77 feet along the Southerly line of said Lot 332; (7) thence S. 25° 27' 50" W. 16.47 feet; thence S. 50° 47' 57" E. 267.92 feet to a point on the Westerly line of Lot 342 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; (8) thence S. 25° 00' 17" W. 14.82 feet along said Westerly line of said Lot 342 to a point on the Westerly line of Lot 343 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; thence N. 61° 55' 02" W. 260.66 feet; thence N. 25° 27' 50" E. 33.68 feet; thence N. 64° 32' 10" W. 39.96 feet; thence along an asphalt path the following 15 courses: (9) N. 13° 50' 55" W. 36.13 feet; (10) N. 23° 20' 41" W. 17.32 feet; (11) N. 36° 39' 48" W. 16.05 feet; (12) N. 51° 08' 23" W. 9.87 feet; (13) N. 65° 36' 22" W. 47.07 feet; (14) N. 69° 14' 11" W. 46.98 feet; (15) N. 53° 22' 05" W. 34.81 feet; (16) N. 53° 51' 53" W. 25.67 feet; (17) N. 60° 44' 47" W. 26.13 feet; (18) N. 76° 16' 27" W. 13.12 feet; (19) S. 80° 17' 32" W. 14.55 feet; (20) S. 62° 18' 21" W. 9.19 feet; (21) S. 38° 56' 55" W. 3.27 feet; (22) S. 18° 17' 22" W. 8.22 feet; (23) S. 03° 28' 55" W. 8.66 feet; (24) thence N. 72° 47' 46" W. 11.58 feet to a point on the Easterly line of Lot 323 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; (25) thence S. 17° 12' 14" W. 68.20 feet to a point said point being the Southeasterly corner of Lot 323 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; thence N. 77° 32' 44" W. 239.55 feet along the Southerly line of said Lot 323 to a point on the Westerly line of said Lot 324 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; thence S. 12° 12' 51" W. 76.10 feet along said Westerly line of said Lot 324; thence N. 77° 47' 32" W. 193.79 feet to a point on the Westerly line of said Lot 324; and thence N. 02° 51' 00" W. 193.79 feet along the Westerly line of said Lot 324 of said ASSESSOR'S PLYMOUTH PLAT NO. 13 to the POINT OF BEGINNING. ALSO part of said Lot 342 of ASSESSOR'S PLYMOUTH PLAT NO. 13 being described as: BEGINNING at the Southwesterly corner of said Lot 342; thence (A) N. 25° 00' 17" E. 14.00 feet along the Westerly line of said Lot 342; thence (B) S. 51° 23' 51" E. 61.87 feet to a point on the Southerly line of said Lot 342; and thence N. 63° 54' 28" W. 60.00 feet along said Southerly line of said Lot 342 to the POINT OF BEGINNING. AND ALSO part of said Lot 343 of ASSESSOR'S PLYMOUTH PLAT NO. 13 being described as: BEGINNING at the Northeasterly corner of said Lot 343; thence (D) S. 25° 00' 17" W. 15.97 feet along the

Property to be retained by Plymouth Housing Commission Parcel B

CERTIFICATE OF SURVEY



SHERIDAN AVE
(60' WD)

JOEL R. ST
(50' WD)

	BEARING	FEET		BEARING	FEET
1	N 03°28'55" E	8.66	9	S 53°22'05" E	34.81
2	N 18°17'22" E	8.22	10	S 69°14'11" E	46.98
3	N 38°56'55" E	3.27	11	S 65°35'22" E	47.07
4	N 62°18'21" E	9.19	12	S 61°08'23" E	9.97
5	N 80°17'32" E	14.55	13	S 35°39'48" E	16.05
6	S 78°16'27" E	13.12	14	S 23°20'41" E	17.32
7	S 60°44'47" E	26.13	15	S 13°50'55" E	36.13
8	S 53°81'53" E	25.67			

LEGAL DESCRIPTION

SEE ATTACHED

LEGEND

RECORDED MEASURES R.
FOUND IRON ROD F.R.
FOUND IRON PIPE F.I.P.
SET-CAPPED IRON S.C.I.
FOUND CONC. MON. F.C.M.
POINT OF BEGINNING P.O.B.



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON 01/13/23 AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS LESS THAN 1/5000 AND THAT ALL REQUIREMENTS OF P.A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

Greg L. Ash
GREG L. ASH, P.L.S. #28400



9450 SOUTH MAIN STREET
SUITE 103
PLYMOUTH, MI 48170
PHONE: (734) 416-9650
FAX: (734) 416-9657
www.gla-surveyors.com

CLIENT:
CITY OF PLYMOUTH
201 S. MAIN ST
PLYMOUTH, MI 48170

DATE: 09/03/24
JOB NO.: 4178
FILE NO.: 4178

SCALE: 0' 60' 120'
1" = 60'

SHEET:
3 OF 7

DRAWN BY:
BGW

Easterly line of said Lot 343 said line also being the Westerly right of way line of Harvey Street (50 feet wide); (E) thence N. 50° 49' 51" W. 70.58 feet to a point on the Northerly line of said Lot 343; and (F) thence S. 63° 54' 27" E. 68.45 feet along said Northerly line of said Lot 343 to the POINT OF BEGINNING. Containing 2.14 acres of land, more or less. Subject to any and all easements or rights of way of record, if any.

Parcel B to be retained by the Plymouth Housing Commission

Parcel B

Part of Lot 322 of ASSESSOR'S PLYMOUTH PLAT NO. 13 of part of the Northeast ¼ of the Southeast ¼ of Section 27, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan, as recorded in Liber 66 of Plats, Page 46, Wayne County Records, described as:

Commencing at the Northwest corner of Lot 350; thence along the Southerly line of said Lot 322, S. 77° 32' 41" E. 6.01 feet to the POINT OF BEGINNING; thence N. 14° 55' 40" E. 5.00 feet; thence N. 77° 32' 41" W. 139.23 feet; thence N. 17° 12' 14" E. 262.97 feet; thence S. 72° 47' 46" E. 11.58 feet; thence along an asphalt path the following 15 courses: (1) N. 03° 28' 55" E. 8.88 feet, (2) N. 18° 17' 22" E. 8.22 feet, (3) N. 38° 56' 55" E. 3.27 feet, (4) N. 62° 18' 21" E. 9.19 feet, (5) N. 80° 17' 32" E. 14.55 feet, (6) S. 76° 18' 27" E. 13.12 feet, (7) S. 60° 44' 47" E. 26.13 feet, (8) S. 53° 51' 53" E. 25.87 feet, (9) S. 63° 22' 05" E. 34.81 feet, (10) S. 69° 14' 11" E. 46.98 feet, (11) S. 65° 35' 22" E. 47.07 feet, (12) S. 61° 08' 23" E. 9.97 feet, (13) S. 35° 39' 48" E. 16.05 feet, (14) S. 23° 20' 41" E. 17.32 feet, and (15) S. 13° 50' 55" E. 36.13 feet; thence S. 64° 32' 10" E. 39.96 feet; thence S. 25° 27' 50" W. 33.68 feet; thence S. 61° 55' 02" E. 31.00 feet; thence S. 14° 55' 40" W. 136.61 feet; and thence N. 77° 32' 41" W. 204.01 feet to the POINT OF BEGINNING. Containing 1.89 acres of land, more or less. Subject to any and all easements or rights of way of record, if any.

c. Storm Sewer Easement & Construction Agreement

The following motion was offered by O'Donnell and seconded by Kehoe:

RESOLUTION 2024-96

WHEREAS The City of Plymouth operates a storm sewer system in an effort to help prevent, but not eliminate flooding to help protect the public health, safety and welfare; and

WHEREAS From time to time it is necessary to make additions and/or repairs to the storm sewer system to better address storm water Issues.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize an easement agreement with the owner of properties commonly known as 525/545/565 W. Ann Arbor Trail for a new six-inch storm sewer to be located on the property in accordance with the survey attached to this Resolution.

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth authorizes a construction agreement with the property owner of 525/545/565 W. Ann Arbor Trail to construct the new storm sewer as indicated on the survey.

BE IT STILL FURTHER RESOLVED THAT the City Clerk shall include a complete copy of the Easement Agreement and the Construction Agreement with these Meeting Minutes.

There was discussion and a voice vote.

MOTION PASSED UNANIMOUSLY

DRAFT

CITY OF PLYMOUTH
DRAINAGE, UTILITY, AND STORM SEWER EASEMENT

"PARCEL 3"
LOT 716, ALSO PART OF LOT 715 AND LOT 717 OF "ASSESSOR'S PLYMOUTH PLAT NO. 20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR DRAINAGE, UTILITIES, AND STORM SEWER OVER THE SOUTHERLY 6.00 FEET AND THE EASTERLY 6.00 FEET OF THE ABOVE DESCRIBED PARCEL. (See attachment for complete description)
SIDWELL NO. 49-006-10-0715-302

"PARCEL 2"
PART OF LOTS 714 AND LOT 715 OF "ASSESSOR'S PLYMOUTH PLAT NO. 20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR DRAINAGE, UTILITIES, AND STORM SEWER OVER THE SOUTHERLY 6.00 FEET OF THE ABOVE DESCRIBED PARCEL. (See attachment for complete description)
SIDWELL NO. 49-006-10-0714-000

"PARCEL 1"
LOT 713, AND PART OF LOT 714 OF "ASSESSOR'S PLYMOUTH PLAT NO. 20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR DRAINAGE, UTILITIES, AND STORM SEWER OVER THE SOUTHERLY 6.00 FEET OF THE ABOVE DESCRIBED PARCEL. (See attachment for complete description)
SIDWELL NO. 49-006-10-0713-000
Commonly known as: 526/545/566 W Ann Arbor Trail

THIS INDENTURE made the _____ day of _____ A.D. 20____
between _____ party of the first part, and the City of Plymouth, 201 South Main Street, Plymouth, MI 48170-1688 a Municipal Corporation, of the County of Wayne, State of Michigan, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, do, by these presents, grant unto the said party of the second part, its successors, and assigns, an easement for drainage, utility, and storm sewer purposes in which to construct, operate, maintain, repair and/or replace drains, and utilities, as well as the purpose of access to install and maintain lines and connections and equipment therefor, in, unto, and upon that certain piece of land situated in the City of Plymouth, County of Wayne, and State of Michigan, to-wit:

Parcels 3, 2 & 1 Legal Descriptions, including drainage, utilities, and storm sewer easements.
As described and shown:
EXHIBIT "A"

PROVIDED: That the granting of the above easement does not vest in the party of the second part authority to use any portion of the said property for purposes other than herein designated. Provided, also, that this easement shall continue in perpetuity.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

CITY:

OWNER:

STATE OF MICHIGAN)

) ss:

COUNTY OF _____)

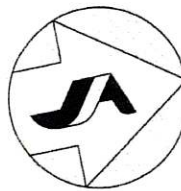
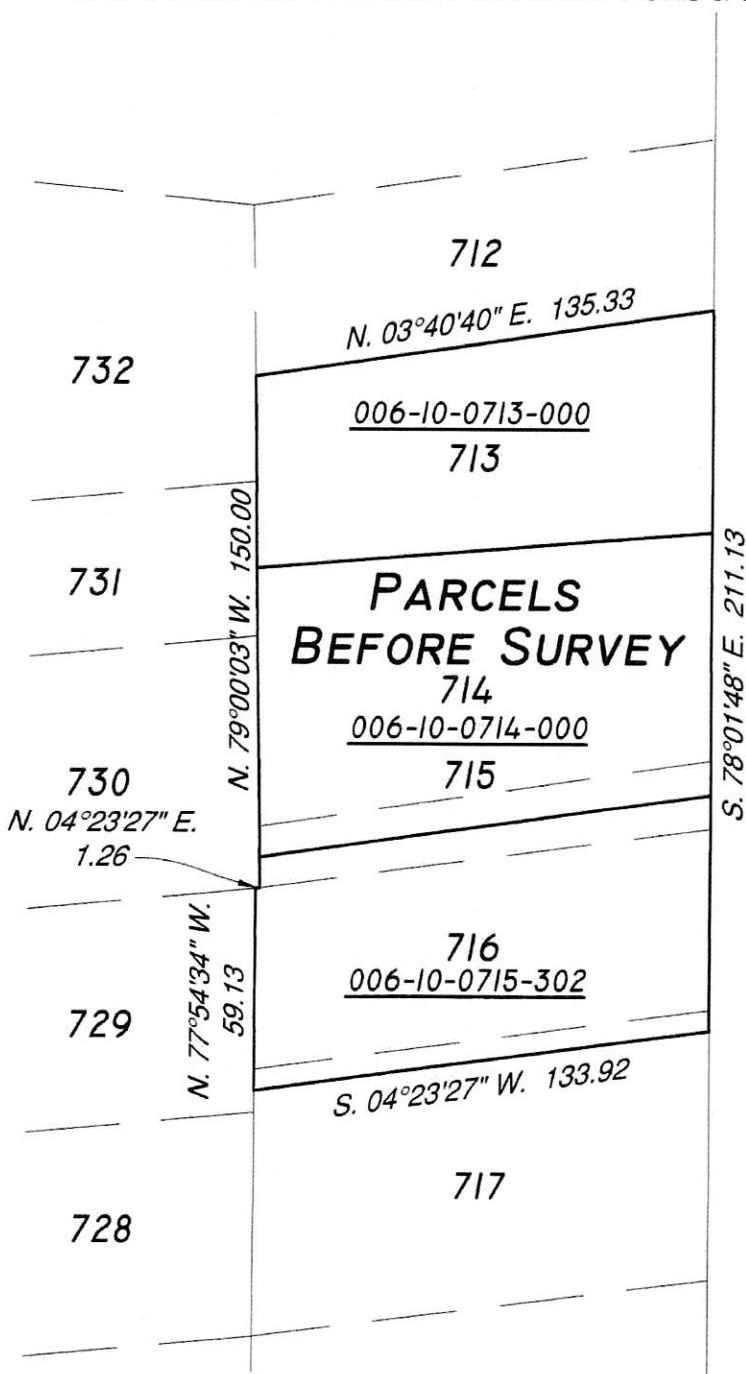
On this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for said County, personally appeared: _____ and _____ to me known to be the same persons described in and who executed the within instrument, and who have acknowledged the same to be their free act and deed.

WHEN RECORDED RETURN TO:

City of Plymouth
201 South Main Street
Plymouth, MI 48170-1688
Attention: Ms. Maureen Brodle, Clerk

This instrument is exempt from the Michigan transfer tax pursuant to Section 5(a), being MCLA 207.505 and Section 6(a), being MCLA 207.526.

SEE SHEETS 3 & 4 FOR LEGAL DESCRIPTIONS & CERTIFICATE



ANN ARBOR TRAIL (66' Wide)



Know what's below.
Call before you dig.



CERTIFIED SURVEY

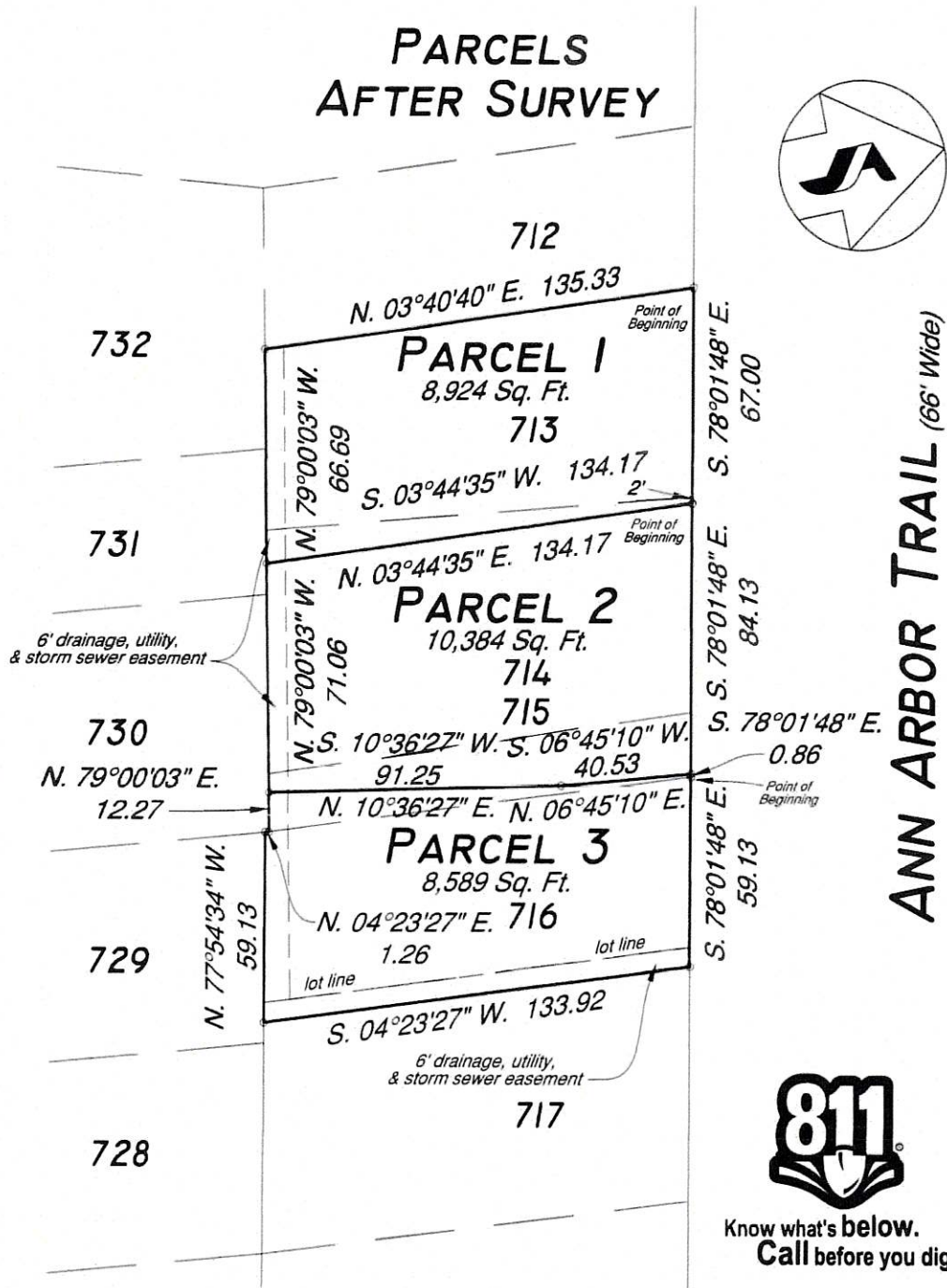
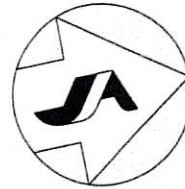
PART OF THE SOUTHWEST ¼ OF SECTION 26
TOWN 1 SOUTH, RANGE 8 EAST
CITY OF PLYMOUTH, WAYNE COUNTY,
MICHIGAN

Jekabson & Associates, P.C.
Professional Land Surveyors
1320 Goldsmith, Plymouth, MI 48170
(734) 414-7200 (734) 414-7272 fax



Date:	24 OCT 2024
Job No.	23-02-007
Scale	1" = 40'
Drawn	AAH
Checked	JGE
Sheet	1 OF 4

PARCELS AFTER SURVEY



Know what's below.
Call before you dig.



CERTIFIED SURVEY

PART OF THE SOUTHWEST ¼ OF SECTION 26
TOWN 1 SOUTH, RANGE 8 EAST
CITY OF PLYMOUTH, WAYNE COUNTY,
MICHIGAN

Jekabson & Associates, P.C.
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1320 Goldsmith, Plymouth, MI 48170
(734) 414-7200 (734) 414-7272 fax



Date:
24 OCT 2024

Job No.
23-02-007

Scale
1" = 40'

Drawn
AAH

Checked
JGE

Sheet
2 OF 4

DESCRIPTION BEFORE SURVEY

Tax ID# 006-10-0713-000

LOT 713 "ASSESSOR'S PLYMOUTH PLAT NO.20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68 OF PLATS ON PAGE 42, WAYNE COUNTY RECORDS.

Tax ID# 006-10-0714-000

LOT 714 AND THE WESTERLY 1/2 OF LOT 715, "ASSESSOR'S PLYMOUTH PLAT NO.20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68 OF PLATS ON PAGE 42, WAYNE COUNTY RECORDS.

Tax ID# 006-10-0715-302

THE EASTERLY 1/2 OF LOT 715, ALSO LOT 716 AND BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 717; THENCE ALONG THE NORTHERLY LINE OF LOT 717, SOUTH 78°01'48" EAST, 6.13 FEET; THENCE SOUTH 04°23'27" WEST, 133.92 FEET; THENCE ALONG THE SOUTHERLY LINE OF LOT 717, NORTH 77°54'34" WEST, 6.13 FEET TO THE SOUTHWESTERLY CORNER OF LOT 717; THENCE ALONG THE WESTERLY LINE OF LOT 717 NORTH 04°23'27" EAST, 133.91 FEET TO THE POINT OF BEGINNING, "ASSESSOR'S PLYMOUTH PLAT NO.20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68 OF PLATS ON PAGE 42, WAYNE COUNTY RECORDS.

SURVEYOR'S CERTIFICATE: I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION, THAT I AM A DULY LICENSED PROFESSIONAL SURVEYOR UNDER THE LAWS OF THE STATE OF MICHIGAN, THAT THIS SURVEY COMPLIES WITH THE REQUIREMENTS OF SECTION 3, P.A. 132 OF 1970, AS AMENDED, AND THAT THE ERROR OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS WAS 1 TO 76,000.

I. JOHN JEKABSON P.S. #19836




CERTIFIED SURVEY

PART OF THE SOUTHWEST 1/4 OF SECTION 26
TOWN 1 SOUTH, RANGE 8 EAST
CITY OF PLYMOUTH, WAYNE COUNTY,
MICHIGAN

Jekabson & Associates, P.C.
Professional Land Surveyors
1320 Goldsmith, Plymouth, MI 48170
(734) 414-7200 (734) 414-7272 fax



Date:	24 OCT 2024
Job No.	23-02-007
Scale	1" = 40'
Drawn	AAH
Checked	JGE
Sheet	3 OF 4

DESCRIPTION AFTER SURVEY

PARCEL 1

LOT 713, AND PART OF LOT 714 OF "ASSESSOR'S PLYMOUTH PLAT NO. 20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS. MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 713; THENCE ALONG THE SOUTH LINE OF ANN ARBOR TRAIL AND THE NORTHERLY LINE OF LOT 713 AND LOT 714, SOUTH 78°01'48" EAST, 67.00 FEET; THENCE SOUTH 03°44'35" WEST, 134.17 FEET; THENCE ALONG THE SOUTHERLY LINE OF LOT 713 AND LOT 714, NORTH 79°00'03" WEST, 66.69 FEET; THENCE ALONG THE WESTERLY LINE OF LOT 713, NORTH 03°40'40" EAST, 135.33 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 8,924 SQUARE FEET. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR DRAINAGE, UTILITIES, AND STORM SEWER OVER THE SOUTHERLY 6.00 FEET OF THE ABOVE DESCRIBED PARCEL.

PARCEL 2

PART OF LOTS 714 AND LOT 715 OF "ASSESSOR'S PLYMOUTH PLAT NO. 20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS. MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF ANN ARBOR TRAIL AND THE NORTHERLY LINE OF LOT 714 DISTANT SOUTH 78°01'48" EAST, 2.00 FEET FROM THE NORTHWEST CORNER OF LOT 714 FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF ANN ARBOR TRAIL AND THE NORTHERLY LINE OF LOT 714 AND LOT 715, SOUTH 78°01'48" EAST, 84.13 FEET; THENCE SOUTH 06°45'10" WEST, 40.53 FEET; THENCE SOUTH 10°36'27" WEST, 91.25 FEET TO THE SOUTHERLY LINE OF LOT 715; THENCE ALONG THE SOUTHERLY LINE OF LOT 714 AND LOT 715, NORTH 79°00'03" WEST, 71.06 FEET; THENCE NORTH 03°44'35" EAST, 134.17 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 10,384 SQUARE FEET. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR DRAINAGE, UTILITIES, AND STORM SEWER OVER THE SOUTHERLY 6.00 FEET OF THE ABOVE DESCRIBED PARCEL.

PARCEL 3

LOT 716, ALSO PART OF LOT 715 AND LOT 717 OF "ASSESSOR'S PLYMOUTH PLAT NO. 20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS. MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 715 AND PROCEEDING THENCE ALONG THE SOUTHERLY LINE OF ANN ARBOR TRAIL AND THE NORTHERLY LINE OF LOT 716 & LOT 717, SOUTH 78°01'48" EAST, 59.13 FEET; THENCE SOUTH 04°23'27" WEST, 133.92 FEET; THENCE ALONG THE SOUTHERLY LINE OF LOT 717 AND LOT 716, NORTH 77°54'34" WEST, 59.13 FEET TO THE SOUTHWESTERLY CORNER OF LOT 717; THENCE ALONG THE WESTERLY LINE OF LOT 717, NORTH 04°23'27" EAST, 1.26 FEET; THENCE ALONG THE SOUTHERLY LINE OF LOT 715, NORTH 79°00'03" EAST, 12.27 FEET; THENCE NORTH 10°36'27" EAST, 91.25 FEET; THENCE NORTH 06°45'10" EAST, 40.53 FEET; THENCE SOUTH 78°01'48" EAST, 0.86 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 8,589 SQUARE FEET. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR DRAINAGE, UTILITIES, AND STORM SEWER OVER THE SOUTHERLY 6.00 FEET AND THE EASTERLY 6.00 FEET OF THE ABOVE DESCRIBED PARCEL.



CERTIFIED SURVEY

PART OF THE SOUTHWEST ¼ OF SECTION 26
TOWN 1 SOUTH, RANGE 8 EAST
CITY OF PLYMOUTH, WAYNE COUNTY,
MICHIGAN

Jekabson & Associates, P.C.
Professional Land Surveyors
1320 Goldsmith, Plymouth, MI 48170
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Date:
24 OCT 2024
Job No.
23-02-007
Scale
1" = 40'
Drawn
AAH
Checked
JGE
Sheet
4 OF 4

DRAFT

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, A.D. 20_____, by and between the City of Plymouth, 201 South Main Street, Plymouth, MI 48170-1688 a Municipal Corporation, of the County of Wayne, State of Michigan (hereinafter called CITY), and _____, owner of the property commonly known as: 525/545/565 W Ann Arbor Trail, (hereinafter called OWNER), further described as:

SIDWELL NO. 49-006-10-0715-302

"PARCEL 3"

LOT 716, ALSO PART OF LOT 715 AND LOT 717 OF "ASSESSOR'S PLYMOUTH PLAT NO. 20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS. MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 716 AND PROCEEDING THENCE ALONG THE SOUTHERLY LINE OF ANN ARBOR TRAIL AND THE NORTHERLY LINE OF LOT 716 & LOT 717, SOUTH 78°01'48" EAST, 59.13 FEET; THENCE SOUTH 04°23'27" WEST, 133.82 FEET; THENCE ALONG THE SOUTHERLY LINE OF LOT 717 AND LOT 716, NORTH 77°54'34" WEST, 59.13 FEET TO THE SOUTHWESTERLY CORNER OF LOT 717; THENCE ALONG THE WESTERLY LINE OF LOT 717, NORTH 04°23'27" EAST, 1.26 FEET; THENCE ALONG THE SOUTHERLY LINE OF LOT 715, NORTH 79°00'03" EAST, 1227 FEET; THENCE NORTH 10°36'27" EAST, 91.25 FEET; THENCE NORTH 06°45'10" EAST, 40.53 FEET; THENCE SOUTH 78°01'48" EAST, 0.86 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 8,589 SQUARE FEET. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR DRAINAGE, UTILITIES, AND STORM SEWER OVER THE SOUTHERLY 6.00 FEET AND THE EASTERLY 8.00 FEET OF THE ABOVE DESCRIBED PARCEL.

SIDWELL NO. 49-006-10-0714-000

"PARCEL 2"

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SIDWELL NO. 49-006-10-0713-000

"PARCEL 1"

LOT 713, AND PART OF LOT 714 OF "ASSESSOR'S PLYMOUTH PLAT NO. 20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS. MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 713; THENCE ALONG THE SOUTH LINE OF ANN ARBOR TRAIL AND THE NORTHERLY LINE OF LOT 713 AND LOT 714, SOUTH 78°01'48" EAST, 67.00 FEET; THENCE SOUTH 03°44'35" WEST, 134.17 FEET; THENCE ALONG THE SOUTHERLY LINE OF LOT 713 AND LOT 714, NORTH 79°00'03" WEST, 66.89 FEET; THENCE ALONG THE WESTERLY LINE OF LOT 713, NORTH 03°40'40" EAST, 135.33 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 8,924 SQUARE FEET. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR DRAINAGE, UTILITIES, AND STORM SEWER OVER THE SOUTHERLY 6.00 FEET OF THE ABOVE DESCRIBED PARCEL.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

CITY:

OWNER:

STATE OF MICHIGAN)

) SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for said County, personally appeared: _____ and _____ to me known to be the same persons described in and who executed the within Instrument, and who have acknowledged the same to be their free act and deed.

WHEN RECORDED RETURN TO:

City of Plymouth
201 South Main Street
Plymouth, MI 48170-1688
Attention: Ms. Maureen Brodie, Clerk

This instrument is exempt from the Michigan transfer tax pursuant to Section 5(a), being MCLA 207.505 and Section 6(a), being MCLA 207.526.

9. REPORTS AND CORRESPONDENCE

a. Liaison Reports

Kehoe: No November OVA meeting

Minton: Reported on the Planning Commission and ZBA meetings.

Deal: Reported on the DDA meeting.

b. Appointments – None

10. ADJOURNMENT

*The next regular City Commission meeting is 7:00 pm on Monday December 2 at Plymouth City Hall. Filipczak offered a motion, seconded by Maguire to adjourn the meeting at 7:25 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 JAG Entertainment LLC

Ph# 2488178836 Fax# _____ Email james@myjagenter Website _____

Address 127 N. Wixom rd City Wixom State MI Zip 48393

Sponsoring Organization's Agent's Name James Gietzen Title President

Ph# 2488178836 Fax# _____ Email james@myjagenter Cell# 2488637043

Address 127 N. Wixom rd City Wixom State MI Zip 48393

Event Name The Plymouth Ice Festival

Event Purpose Promote downtown plymouth during the off season

Event Date(s) January 31 Feb 1st and 2nd, 2025

Event Times January 31, 5 to 10. Feb 1, 10 to 10. Feb 2, 10 to 6.

Event Location Downtown Plymouth Area

What Kind Of Activities? Ice carvings in front of businesses and in Kellogg park. Booths and activitys along

What is the Highest Number of People You Expect in Attendance at Any One Time? 3000

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.)
- Main street. vendors and activitys
 - Kellogg park - larger ice carvings
 - Penniman - Food trucks, food vendors and family fun activities
 - Gathering - Vendors and space for dining

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 weekend of February

Next year's specific dates:

Feb, 6,7 and 8th 2026

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)

Bike Fence est. 500ft, and Trash carts

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.

11-26-24

Date


Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The JAG Entertainment LLC (*organization name*) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Plymouth Ice Festival (*event name*) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature 

Date 11-16-24

Witness _____

Date _____



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Annual County Right of Way Permits 2025 - 12-02-24.docx
Date: November 14, 2024
RE: Annual County Right of Way Maintenance Permit A-25125

Background

Each year the City is required to file a new permit for operations within the right of way of the County roadways, namely Sheldon Road, Plymouth Road and Mill Street. The City has water mains and sanitary sewers as well as sidewalks located in the right of way of those roads and our routine and emergency maintenance of those facilities requires that we obtain a permit to complete the work. This is an annual permit process. The County has continued to put all of our permits into a single Resolution, which saves a lot of paper and time for both the County and the City.

The County requires that we have a City Commission Resolution designating the persons authorized to make application to the County for a permit. For the past several years, this has been the City Manager, Municipal Services Supervisors and Police Chief.

We have attached a memorandum from DMS Director Chris Porman which further outlines this permit requirement.

RECOMMENDATION:

The City Administration recommends that the City Commission authorize the City Manager, Municipal Services Supervisors, and Police Chief to sign the Application and Permit for operations within the County right of way. This will allow the Administration to process the documentation with the County.

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



Department of Municipal Services

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

Date: November 12, 2024
To: Paul Sincock, City Manager
From: Chris S. Porman, Assistant City Manager/Director of Municipal Services
Re: 2025 Annual Wayne County Permit: A-25125

Background:

Wayne County has released their permit packages for the Wayne County Roads, which we apply for each year. Roads under the Wayne County system include Mill St, Plymouth Rd, Sheldon, Riverside Dr, & Wilcox. Ann Arbor Road, although maintained by the County is under State of Michigan jurisdiction and we will be applying for that permit in a separate action by the Commission, once the permit application is released.

Wayne County has combined all the various permits into one single application, and they are continuing that this year, meaning we only need to take action on one resolution, and it will be used for all Wayne County permits.

The City is required to file a permit to occupy the right way of County Roads for maintenance purposes. Examples of activities covered under the maintenance permit include sanitary sewer work, water main work, sidewalk repair/replacement, street sweeping, and salt applications.

While it is not common practice for the City to maintain the Wayne County roads which are within the City limits, it should be noted that we have water mains and sanitary sewer mains running under the right of way. We have had occurrences where we need to complete repair work. It should also be noted that during the declared "snow emergency" our crews have applied snow and ice control measures on county roads.

The second part of the permit is pavement restoration, which would occur if needed to replace the roadway due to any of our utility work as mentioned in the description of the maintenance permit. This permit also allows our contractors to work to replace sidewalk along the County right of way.

The County now requires that we have a City Commission Resolution designating the person(s) authorized to make an application to the County for a permit. As I am listed on the permit application, I would recommend the City Commission authorize me to sign the permit application.

Recommendation:

It is my recommendation that this be brought forth to the City Commission for formal action to authorize me to sign the Application and Permits for maintenance and pavement restoration within the County right of way. This will allow us to proceed with processing the documentation with the County.

Attached is a County prepared proposed Resolution for the Commission to consider regarding the matter. Should you or the Commission have any questions, please feel free to contact me.



Warren C. Evans
County Executive

November 4, 2024

City Of Plymouth
1231 Goldsmith
Plymouth, MI 48170-1637

RE: A-25152
2021 Annual Permit Package
Wayne County Department of Public Services
Engineering Division – Permit Office

Attention: Chris Porman

Enclosed is your Wayne County Annual Permit package. In an effort to expedite the process Wayne County DPS Engineering Division Permit Office is combining the Annual Maintenance Permit, Annual Pavement Restoration Permit, and Annual Special Events Permit into on single application.

1. **Annual Maintenance Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:
 - a. Sanitary sewer inspection, repair and routine maintenance;
 - b. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections (two-inch maximum diameter);
 - c. Other utilities (i.e. natural gas, electric or fiber optic);
 - d. Application of dust palliatives; and
 - e. Repair and replacement of existing sidewalks.
2. **Annual Pavement Restoration Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of pavement repair and restoration.
3. **Annual Permit for Special Events:** The annual permit grants preliminary authorization to a municipality to perform the following:
 - a. Temporarily close a county road for a reasonable length of time for a parade, marathon, festival or similar activity;
 - b. To use a county road as a detour for traffic around such activity taking place on a non-county road; and/or
 - c. Place a temporary banner within the County right-of-way.



In addition to the Annual Permit, this package also includes the applicable following attachments, which are incorporated by reference into the permit:

- A. Scope of Work and Conditions for Municipal Maintenance Permits, *if applicable*
- B. Annual Special Events Attachment for Municipalities, *if applicable*
- C. Banner Attachment for Municipalities, *if applicable*
- D. General Conditions and Limitations of Permits, *if applicable*
- E. Indemnity and Insurance Attachment, *if applicable*
- F. Model Community Resolution, *if applicable*

As a condition of the municipal annual permit, the County requires that the governing body pass a blanket resolution of approval which accomplishes the following:

- A. Agrees to fulfill all permit obligations and conditions
- B. To the extent allowed by law, hold harmless and defend Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity
- C. Designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf.

Additionally, the Permit Office requires that each municipality provide a written request on municipal letterhead at least (10) ten business days prior to the commencement of a road closure and/or banner placement. The written request should include all required information as specified in the appropriate attachments, "Annual Special Events for Municipalities" or "Annual Attachment for Banners". Upon approval, the permit office shall issue a permit authorizing the special event activities.

******For all Annual Permits please review the insurance attachment carefully, since the insurance requirements have been recently updated.***

The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction*. This manual replaces the Permit Specifications Document which was attached to annual permits in previous years. The manual is also incorporated by reference into this annual permit and is available online at:

http://www.waynecounty.com/dps/construction_permits.htm

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution and a copy of your certificate of insurance, consistent with the requirements transmitted in this package.



Type the name of the designated signer below the signature line and submit these documents to:

Wayne County Department of Public Services
Permit Office
Attn: Ms. Indira Boda
33809 Michigan Avenue
Wayne, MI 48184

Once received, the Permit Coordinator will validate your permit and return an executed copy to you for your files.

The *Scope of Work and Conditions for Municipal Maintenance Permits* requires that the Permit Holder submit monthly reports of all work performed under this permit. These reports should be faxed to **734.595.6356**.

Once received, an executed copy will be returned to you for your files. If you have any questions regarding this Annual Permit, please contact me at **734.858.2774**

Respectfully Submitted,

Randa Saghir
Administration Management

C: file

Attachments: Annual Permit
Scope of Work and Conditions for Municipal Maintenance Permits
Annual Special Events Attachment for Municipalities
Banner Attachment for Municipalities
General Conditions and Limitations of Permits
Indemnity and Insurance Attachment
Model Community Resolution



Wayne County Department of Public Services Engineering Division – Permit Office

Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *ADOT Standard Specifications for Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification / Hold Harmless: Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.

2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.

2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Michigan Manual of Traffic Control Devices* (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, establishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widening or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized work shall meet the requirements of the current *ADOT Standard Specifications for Construction*, as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not review the Permit Holder's responsibility for engineering errors, omissions, or deficiencies due to oversight of unforeseen contingencies such as faulty drawings, poor soil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions under or beside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall continue the Permit Holder's agreement to the provisions.



**Wayne County Department of Public Services
Engineering Division – Permit Office**

Indemnity and Insurance Attachment for Pipeline Permits

The Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity whether the negligence is due to the Permit Holder or to joint negligence of the Permit Holder and the County, arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$2,000,000 each occurrence and \$5,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$2,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$2,000,000 for bodily injury each person, each occurrence and property damage liability \$2,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The WCDPS shall be a Certificate Holder on the policy of insurance worded as, "Wayne County, and its officers, agents and employees are named as additional insured parties." It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by Certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office. The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Scope of Allowable Work and Conditions
for Annual Pipeline Utility Permits**

General Conditions:

The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "**MISS DIG**", at (800) 482-7161, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office, at (734) 955-9920, before starting any emergency underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County. For non-emergency work, the Permit Holder shall call (734) 955-2154 at least 72 hours, excluding Saturdays Sundays and holidays, but not more than twenty-one (21) calendar days, before starting work.

Traffic shall be maintained in accordance with the current Manual on Uniform Traffic Control Devices and Wayne County Specifications.

A current copy of the, "Wayne County Rules, Specifications and Procedures for Construction Permits" shall be attached and incorporated as part of the conditions of the permit is available online at:

http://Waynecounty.com/dps_engineering_spooffice.htm

Annual Utility Permits are limited to the following scope of work:

Excavation within the right-of-way for the purpose of inspection, making repairs, and routine maintenance of the utility owned facilities.

Special Conditions for Annual Pipeline Utility Permits

1. Emergency repairs may be made provided notification is given to the Permit Office as soon as possible, and no later than the next Wayne County business day.
2. Immediate notification must be given for emergency (public safety, health and welfare) operations which involve cutting of pavement. An individual permit shall be obtained by the Permit Holder as soon as possible.
3. The Permit Office shall be notified of normal repairs in advance and in writing. The Permit Holder shall provide the approximate location and date of all work to be performed.
4. Utility companies shall submit monthly reports to the Permit Office listing location, date and type of activity for each activity performed under the blanket permit for that month. These reports may be faxed to 734.595.6356.

PERMIT OFFICE
 33809 MICHIGAN AVE
 WAYNE, MI 48184,
 PHONE (734) 595-6504 FAX (734) 595-6356

72 HOURS BEFORE ANY
 CONSTRUCTION, CALL
 Various Staff
 (734) 595-6504, Ext: 2009
 FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No. A-25152	
ISSUE DATE 1/1/2025	EXPIRES 12/31/2025
REVIEW No.	WORK ORDER

PROJECT NAME
PLYMOUTH - SPECIAL EVENTS

LOCATION
VARIOUS

CITY/TWP
PLYMOUTH

PERMIT HOLDER
CITY OF PLYMOUTH
 1231 GOLDSMITH
 PLYMOUTH, MI 48170-1637

CONTRACTOR

CONTACT
CHRIS PORMAN (734) 453-7737

CONTACT
 <BLANK> (313) 995-2444

DESCRIPTION OF PERMITTED ACTIVITY
(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO ALLOW TEMPORARY CLOSURE OF CERTAIN LOCAL AND COUNTY ROADS FOR A SPECIFIED PERIOD OF TIME IN ACCORDANCE WITH ALL GENERAL AND SPECIAL CONDITIONS OF THIS PERMIT.

REFER TO ATTACHEMENT: ANNUAL SPECIAL EVENTS PERMIT FOR MUNICIPALITIES TO CONDUCT PARADES, BLOCK PARTIES, MARATHONS, CELEBRATIONS AND FESTIVALS.

PERMIT TO INSTALL BANNERS WITHIN THE COUNTY ROAD RIGHT-OF-WAY. EACH REQUEST FOR A BANNER SHOULD BE SUBMITTED ONE MONTH PRIOR TO INSTALLMENT FOR APPROVAL.
 PLEASE REFER TO ATTACHMENT: ANNUAL PERMIT FOR MUNICIPAL BANNERS

PERMIT HOLDER SHOULD CONTACT/INFORM THE LOCAL POLICE, HOSPITAL, FIRE MARSHAL, SCHOOL AND ANY OTHER LOCAL AGENCIES ARE/MAY BE AFFECTED BY THIS ROAD CLOSURE THREE (3) BUSINESS DAYS PRIOR TO SCHEDULED CLOSURE.

THE PERMIT HOLDER SHOULD CONTACT THE WAYNE COUNTY TRAFFIC OFFICE AT (734) 955-2154 THREE (3) WORKING DAYS PRIOR TO ANY CLOSURE.

THE CONTRACTOR/PERMIT HOLDER WILL SET UP AND MAINTAIN ALL BARRICADING AND SIGNS IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (HTTP://MUTCD.FHWA.DOT.GOV) AND WILL BE THE RESPONSIBILITY OF THE PERMIT HOLDER.

ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

FINANCIAL SUMMARY	DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE \$0.00		PLANS APPROVED BY DATE PLANS APPROVED
PLAN REVIEW FEE..... \$0.00		
PARK FEE..... \$0.00		
OTHER FEE..... \$0.00		
BOND..... \$0.00		
INSPECTION DEPOSIT..... \$0.00	LETTER OF CREDIT DEPOSITOR	REQUIRED ATTACHMENTS
OTHER BOND \$0.00		GENERAL CONDITIONS
TOTAL COSTS \$0.00		ANNUAL ROAD SPECIAL EVENTS FOR MUNICIPALITIES
		ANNUAL BANNER PERMIT ATTACHMENT FOR MUNICIPALITIES
		SAMPLE COMMUNITY RESOLUTION
		RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT
		www.waynecounty.com/dps_engineering_cpoffice.htm
TOTAL CHECK AMOUNT		
\$0.00		
CASHIER	DATE	
	1/1/2025	

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

CHRIS PORMAN
 PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>
 CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY

DATE

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
WAYNE COUNTY PERMITS**

Resolution No. _____

At a Regular Meeting of the _____ (Name of
Community Governing Board) on _____ (date), the following
resolution was offered:

WHEREAS, the _____ (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures;

NOW THEREFORE, BE IT RESOLVED, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Chris Porman	Municipal Services Director	or	e
	Nick Johns	Municipal Services	or	
	Adam Gerlach	Municipal Services	or	
	Al Cox	Director of Public Safety	or	
	Paul Sincock	City Manager		

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the _____ (name of Community), County of Wayne, Michigan, on _____



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Police Radio System Upgrade to Encrypted - 12-02-24.docx
Date: November 21, 2024
RE: Radio System Upgrades for Police Department

Background

As you are aware, the police department uses a variety of radio equipment, including portable and in-car units. The Michigan State Police Criminal Justice Information Services is now requiring that we have AES Encryption on all departmental radios. This will require that we replace some radios and upgrade the programming on others. The total cost of this program is \$48,925.32. This is an unfunded mandate from the state, but required for us to use radios in the police department.

We have attached a memorandum from Public Safety Director Al Cox which outlines the specifics of the radio replacements/upgrades. This is a state contract pricing for this project. As the use of radios in police work is critical, we really have no choice but to authorize this project. Fortunately, we saw this requirement on the horizon, and we have been purchasing units that could have encryption added at a future time. For example, 15 of our 18 portable radios can be encrypted with a programming change.

Recommendation

The City Administration recommends that the City Commission authorize a contract under the Mi-Deal state contract for the following:

- Retrofit to encrypt 15 portable radios and one mobile radio - \$5,253.40
- Purchase seven VM6930BF Mobile Radios - \$30,267.44
- Purchase one Mobile Desk Base Radio set - \$2,732.16
- Purchase three Portable Radios - \$10,672.32

We have attached a proposed Resolution for the City Commission to consider regarding this matter. Funding for this upgrade will come from the Police Department budget. If you have any questions in advance of the meeting, please feel free to contact either Al Cox or myself.

PLYMOUTH POLICE DEPARTMENT MEMORANDUM

TO: PAUL SINCOCK, CITY MANAGER
FROM: A.L. COX, DIRECTOR OF PUBLIC SAFETY *A.L. Cox*
SUBJECT: RADIO ENCRYPTION
DATE: 11/20/2024

BACKGROUND

The Michigan State Police Criminal Justice Information Services Compliance Unit (MSP CJIS Compliance Unit) is Michigan's enforcement arm responsible for ensuring adherence to the security standards set by the FBI's Criminal Justice Information Services (CJIS) division. This division governs how sensitive criminal justice data is managed and protected across all levels of law enforcement nationwide. In an effort to protect this sensitive information, CJIS now requires that radios communicating criminal justice information be encrypted with the Advanced Encryption Standard (AES). Agencies across Michigan have been advised that future Law Enforcement Information Network (LEIN) audits will inspect for required AES encryption on agency radio communications. Lack of compliance will result in a "noncompliance finding" and run the agency through the sanctions process.

At this time, our agency radios are not AES encrypted, and our next LEIN audit is expected to occur in 2026. Additionally, the Plymouth Community Communications Center (Dispatch) is also in the process of moving to AES encryption and has set a timeline of early 2026 for full implementation. For this reason, we researched the logistics of moving to AES encryption by early 2026. Our research has revealed the following:

- 15 of our 18 portable radios and 1 of our 8 mobile radios can be AES encrypted with either simple programming or module installations
- 7 of our 8 mobile radios cannot be AES encrypted and require replacement
- 1 AES base radio will be required to replace the station scanner which will be obsolete
- 3 of our portable radios cannot be AES encrypted and require replacement

It is important to note that radio replacement is a timely process of purchase, template creation, and template programming before they can be brought onto the Michigan Public Safety Communications System (MPSCS). It generally takes more than a few months to put radios on the street from the time of purchase. In fact, one round of an earlier process actually took nine months.

There are several different manufacturers, models, and vendors of radios that are compatible on the MPSCS. Over time we have looked at many of these, but for various reasons such as price, reliability, and service locations, we have decided upon the Kenwood brand, distributed by Digicom Global Inc, in Troy.

RECOMMENDATION

A quote was received from Digicom Global Inc. for the purchase of the following items:

- Retrofit and/or Encrypt 15 Portable Radios and 1 Mobile Radio- \$5,253.40
- 7- VM6930BF 700/800 MHz Mobile Radios- \$30,267.44
- 1- VM5930BF 700/800 MHz Mobile Deck Base Radio- \$2732.16
- 3- VP8000BKF2 700/800 MHz Portable Radios- \$10,672.32

Total Cost= \$48,925.32

Due to the mission-critical nature of mobile and portable radios within the police department, I respectfully request that the City Commission authorize the purchase of the above items at the quoted prices. This is State Contract pricing, and the budget will support this expenditure.

If you have any questions or concerns, please let me know. Thank you for your time and attention in this matter.

RESOLUTION

The following Resolution was offered by _____ and seconded by _____

WHEREAS The City of Plymouth maintains a police department in accordance with the City Charter and in order to help protect the public health, safety, and welfare, and

WHEREAS The use of two way radios is mission critical to the department and the city, as well as Surrounding communities use the state radio network, and

WHEREAS The State of Michigan is requiring that we upgrade our radio system for the police Department, and

WHEREAS This upgrade will include some programing changes on some existing radios and Some replacement radio purchases, using the MI-Deal state purchasing plan.

NOW THEREFORE IT BE RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the following from Mi-Deal vendor Digicom Global, Inc. in the amount of \$48,925.32 for upgrades to the City Police Radio System. Funding for this purchase is authorized from the police budget.

- Retrofit to encrypt 15 portable radios and one mobile radio - \$5,253.40
- Purchase seven VM6930BF Mobile Radios - \$30,267.44
- Purchase on Mobile Desk Base Radio set - \$2,732.16
- Purchase three Portable Radios - \$10,672.32



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - HVAC Maintenance Contract Authorization - 12-02-24.docx
Date: November 26, 2024
RE: HVAC Contract Bid Award

Background

It has been a number of years since we last bid out our heating, ventilation, air conditioning contract (HVAC). We are currently being serviced by a company named Miller Boldt and we have been very satisfied with their service delivery. We would caution the City Commission that we anticipate expenses beyond the routine maintenance items as technicians work through our 1963 vintage systems at City Hall for emergency type repairs. It is important that we lock in the pricing for repairs as our systems are of the age that failure is anticipated. In addition, with the 24 hour/365 operations in the building it is important to have a contract with a company who can provide immediate response to a no heat situation for example.

We went out to bids and companies had to complete a site visit prior to bidding. We added some things to this contract that were not included in the current contract. We had three reputable vendors bid on the contract. The low bid is from our current contractor, Mill Boldt, which makes sense because they are most familiar with and have techs who know our vintage equipment, especially at city hall.

We have attached a memorandum from Municipal Services which further outlines the bids and how the new pricing includes additional items not in the current contract. We have also attached information from the bid process as additional information.

Recommendation

The City Administration recommends that the City Commission authorize a contract with Miller Boldt, Inc, in accordance with their bid for HVAC Maintenance at city facilities. They were the low bid, and we have experience with them and have been completely satisfied with their level of service. Miller Boldt was the lowest best bidder out of the three vendors who submitted bids for this project.

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



Department of Municipal Services

1231 Goldsmith, Plymouth, MI

734-453-7737

dms@plymouthmi.gov

Date: November 26, 2024
To: Paul J. Sincock, City Manager
From: Chris Porman, Assistant City Manager/Director of Municipal Services
Nick Johns, Municipal Services Foreman
Re: HVAC Maintenance Contract

Background:

The Department of Municipal Services has sought sealed bids for HVAC Maintenance of the City facilities. The last time this contract was awarded was 2017. While we have been very happy with our current vendor and their level of service, after seven years, it was time to compare with the market rate, as well as update the service levels on some of our systems.

The bid process involved site visit(s) from prospective vendors for City Hall, which is the primary location of the contract, as well as Municipal Services, etc. This was important as the equipment at City Hall is rather old and experience with said equipment is important. The Preventative Maintenance portion of the contract at City hall and DMS would encompass seasonal operations of the heating and cooling systems, inspections, filter replacements, and respective reports, whereas City Hall specifically add water treatments for the cooling tower. In addition, we also sought pricing for time and material repairs for the HVAC equipment at DMS, Fire Station #3, and the parking deck. It should be noted that the preventative maintenance at DMS is an addition to this contract vs. the old one.

There were three vendors who submitted bids on this request: Complete Mechanical Contracting, Miller Boldt, and WJ O'Neill Company. The lowest and most complete bid was submitted by Miller Boldt, Inc. The yearly rate of \$5,575.00 with a 2.5% annual escalator is over \$4,000 lower than the second bid and will amount to approximately \$12,000 less than the second bid over the course of the three-year contract. In addition, their time and materials rate was lower than the other vendors. Further, the non-contract or emergency response rate was also lower than the other vendors. It should be noted that the previous preventative maintenance contract with Miller Boldt was approximately \$5,125 this past year. The inclusion of the additional items for DMS preventative maintenance seem to outweigh the slight increase in the pricing presented.

Recommendation:

We have been satisfied with the service from Miller Boldt over the past seven years. In addition, based on the sealed bids, they were the lowest, most complete bidder. Based on these reasons, we would recommend that the City Commission authorize a three-year contract for preventative maintenance in the amount of \$5,575.00 with an annual escalator of 2.5% for a three-year total not to exceed \$17,061.73. In addition, we would recommend the contract include the time and materials pricing as well as the non-contract/emergency response pricing outlined in their bid package. We have included the bid package, as well as the bid tabulation for reference.

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

Bid Opening: HVAC Maintenance
 Date/Time: Tuesday, November 13, 2024 2:00 p.m.

UNOFFICIAL BID RESULTS



Attendees: Hannah Knight
Nick Johns
Maureen Brodie

Bidder	Site Visit	Preventative Maintenance		Time/Materials Rates Contract			Time/Materials Rates Non-Contract/Emergency				
		Yearly Rate	Yearly Escalator	Straight Time	Overtime	Holiday	Vehicle	Straight Time	Overtime	Holiday	Vehicle
Complete Mechanical Contracting	yes	\$ 9,770.00	6%	\$ 145.00	\$ 287.00	\$ 387.00	\$ 125.00	\$ 145.00	\$ 287.00	\$ 387.00	\$ 125.00
Miller Boldt, Inc.	yes	\$ 5,575.00	2.5%	\$ 110.00	\$ 143.00	\$ 162.80	\$ 50.00	\$ 110.00	\$ 143.00	\$ 162.80	\$ 50.00
WJ O'Neil Company	yes	\$ 10,580.00	3%	\$ 125.00	\$ 150.00	\$ 190.00	\$ -	\$ 125.00	\$ 150.00	\$ 190.00	\$ -

Extended Pricing			
	Year 2	Year 3	3 Year Total
\$	9,770.00	\$ 9,770.00	\$ 29,310.00
\$	5,686.50	\$ 5,800.23	\$ 17,061.73
\$	10,791.60	\$ 11,007.43	\$ 32,379.03

NOTICE TO BIDDERS

Notice is hereby given that the City of Plymouth, Michigan will accept sealed bids up until 2:00 p.m., November 13, 2024. The bid opening will be at 2:00 p.m., November 13, 2024 for the following:

Request for Proposal – HVAC Maintenance

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

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

Maureen Brodie, CMC, MIPMC
City Clerk
City of Plymouth

HVAC Maintenance – City Hall

The City of Plymouth is seeking a contractor to maintain all HVAC equipment at City Hall. The physical location of 201, South Main, Plymouth, MI, 48170. This location houses not only all administrative offices of the City of Plymouth but also the Police Department and Fire Station #2.

Preventative Maintenance

- Mid Summer A/C Inspection and Report to City of Plymouth
- Fall A/C Shutdown
- Fall Heating System Start-up Inspection and Report to City of Plymouth
- Mid Winter Heating Inspection and Report to City of Plymouth
- Spring A/C Start-up
- Spring A/C Inspection and Report to City of Plymouth
- Water Treatments during Summer Months for Cooling Tower
- Yearly Inventory Report
- Filter Replacements
 - Twice a Year for City Hall
 - Twice a Year for Public Safety (Police & Fire Departments)
 - Twice a Year for MSD

All state and local building codes must be met, and applicable permits will be required. Permit fees will be waived.

Site Visit – A site visit is required to submit a bid. All site visits must take place between Monday, October 28th through Friday, November 1st or Monday, November 4th through Friday, November 8th. All site visits must take place between the hours of 7:30 a.m. to 3:00 p.m.

MSD/Parking Deck/Fire Station #3

In addition to the City of Plymouth City Hall, the City is also seeking a contractor to handle all repairs on various pieces of HVAC equipment located at the following locations:

Municipal Services – 1231 Goldsmith
Fire Station #3 - 186 Spring
Parking Deck – Off of Harvey/Near Fleet Street

The quoted rate would be on a time and materials basis as needed for repairs.

Vendors with Questions/Arrange Site Visit:

Questions related to this Request for Proposal and/or to schedule your site visit, should contact Nick Johns of the Municipal Services Department. He can be reached at (734) 453-7737 x113 or via email at njohns@plymouthmi.gov.

Equipment Listing (Partial)

BAC Cooling Tower (Roof) - Model VXT-450

Trane 30 Ton Chiller (Basement) - Model CGWD-C30

A/C Unit 1 – Air Handling Unit (RTU-1) – Police Department

Trane Model - YSC048E3RHA18D0C0A1B00100

5 Zones

A/C Unit 2 – Air Handling Unit (RTU-2) – Fire Department

Trane Model - YSC036E3RMA1A8D0C0A1B00100

3 Zones

A/C Unit 3 – Air Handling Unit

Trane Model Weil McLain Hot Water Boiler

S/N Model J-14 Series 3 S/N 42168

195,000 BTU Input/156,000 BTU Output

Carrier Split-System Rooftop Condensing Unit

Model 38A0ZA08A0A5A0A0A0

Bell & Gossett (B&G) Cooling Tower Pump (Basement)

Model 1510 2BC

135gpm @ 50' HD, 5HP, 460V 3PH

Honeywell Pneumatic Air Compressor Model D7740

Hankinson Pneumatic Air Drier Model 8010

Response Time (All facilities)

A maximum of 4-hour response time is required for all emergency call-ins.

AFFIDAVIT OF NONCOLLUSION

STATE OF Michigan COUNTY OF Macomb

Paul Cornett (name), being first duly sworn deposes and says
that he is Service Manager (title) of Miller-Boldt Inc. (corporation)

who submits herewith to the City of Plymouth a proposal for **HVAC Maintenance** for the City of Plymouth Recreation Department and certifies:

That all statements of fact in such proposal are true;

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

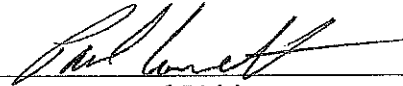
That such proposal is genuine and not collusive or sham;

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

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

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

Miller-Boldt Inc
Firm Name

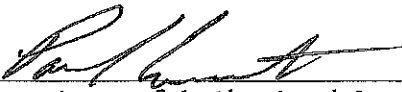

Signature of Bidder

Date:
11-13-24

BIDDER CONTACT INFORMATION

Contractor Name	Miller-Boldt Inc
Address	21481 Carlo Drive
City/State/Zip	Clinton Twp, MI 48038
Phone Number	586.997.3300
Fax Number	586.997.3306
Email Address	paulc@miller-boldt.com
Contractor Contact	Paul Cornett

The Undersigned, having examined the scope of work, hereby proposes to perform the work in a manner satisfactory to the City of Plymouth in accordance with all specifications, terms and conditions contained in this bid document at the following rates and prices and complete all work within schedules as generally stated and specifically agreed to at the initiation of each phase of work. I affirm that I have the authority to submit this bid to the City of Plymouth for the work specified on the attached sheet.



Signature of Authorized Agent

Paul Cornett

Printed Name of Authorized Agent

11-13-2024

Date

Please note that primary contact will all contractors with be via email.

City of Plymouth Proposal Form HVAC Maintenance

- Please provide pricing for work to be completed in table below.
- Attended Mandatory Site Visit
- Attach reference list of similar work.
- Attach copy of proof of insurance (Liability & Workers Compensation)
- Submit three (3) copies of the proposal.

Site Visit	
Date	11/8/2024
	Tom Loeffler

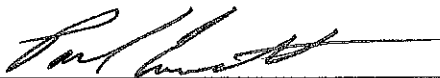
Preventative Maintenance	
Yearly Rate	\$ 5,575.00
Yearly Escalator (If any)	2.5%

Time and Materials Rates (Contract – City Hall/MSD/Parking Deck/Fire Station #3)

Straight Time Rate	\$110.00
Overtime Rate	\$143.00
Holiday Rate (If applicable)	\$162.80
Vehicle Rate (If applicable)	\$50.00

Time and Materials Rates (Non-Contract/Emergency)

Straight Time Rate	\$110.00
Overtime Rate	\$143.00
Holiday Rate (If applicable)	\$162.80
Vehicle Rate (If applicable)	\$50.00



Signature of Authorized Agent

Paul Cornett

Printed Name of Authorized Agent

11/13/2024

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Capital Insurance Group 1263 West Square Lake Road Bloomfield Hills MI 48302	CONTACT NAME: Casey Lopez	
	PHONE (A/C, No, Ext): 248-333-2500	FAX (A/C, No): 248-333-2504
E-MAIL ADDRESS: clopez@cap-ins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Employers Mutual Casualty Co		21415
INSURER B: EMCASCO Insurance Company		21407
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1974049305 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6D13394	12/13/2023	12/13/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6E13394	12/13/2023	12/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6J13394	12/13/2023	12/13/2024	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N if yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6H13394	12/13/2023	12/13/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater Leased/Rented Equipment			6C13394	12/13/2023	12/13/2024	Limit Limit \$ 500,000 \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Information Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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21481 Carlo Drive Clinton Twp, MI 48038

Phone (586) 997-3300 Fax (586) 997-3306

Miller Boldt Service References

Eastern Market

2934 Russell Street

Detroit, MI 48207

James C Sutherland

Director of Facilities & District Services

313 833 9300 Ext 107

jsutherland@easternmarket.org

City Of Plymouth

201 South Main Street

Plymouth, MI 48170

Nick Johns

Maintenance Supervisor

734 453 1234 Ext 201

njohns@plymouthmi.gov

Comerica Bank (CBRE Inc.)

3701 Hamlin Rd.

Auburn Hills MI 48326

Brian Tucker

Chief Engineer

248 371-5065

brian.tucker1@cbre.com



21481 Carlo Drive Clinton Twp, MI 48038

Phone (586) 997-3300 Fax (586) 997-3306

City of Brighton Waste Water Treatment Plant

6570 Hamburg Rd.
Brighton, MI 48116
Corey Brooks
810 227 9479
brooksc@brightoncity.org

Toyoda Gosei

1400 Stephenson Hwy.
Troy MI 48083
James Jaskowski
248 797 8327
James.jaskowski@toyodagosei.com

Macomb Community College

14500 East 12 Mile Rd.
Warren, MI 48088
Eric Crump
Director of Facilities
586 286-2247
crumpe@macomb.edu

Wayne State University

5454 Cass
Detroit MI 48202
Jim Brock
Senior Director of Operations and Maintenance
313 577-2848
jrbrock@wayne.edu

Trinity Lutheran Church and School

45160 Van Dyke Ave
Utica, MI 48317
Jeff Pioch
Director of Facilities
586-731-4490 Ext 104
jpioch@trinityutica.com



21481 Carlo Drive Clinton Twp. MI 48038

Phone (586) 997-3300 Fax (586) 997-3306

Tech Town Detroit

440 Burroughs Street

Detroit, MI 48202

Wendy Wilson

Associate Director of Facilities

313 483 1331

wendy@techtowndetroit.org

PMP Developers

39242 Dequindre

Suite 10

Sterling Heights MI 48310

Chris Miller

586 722-6065

chrissmpdevelopers@gmail.com

Stone Crest Center

15000 Gratiot

Detroit MI 48205

John Burns

Facilities

586 585 8480

John.burns@stonecrestcenter.com

Oakland Church

5100 Adams Rd

Rochester, MI 48306

Jason James

248 276 9900

jason@oaklandchurch.me



21481 Carlo Drive Clinton Twp, MI 48038

Phone (586) 997-3300 Fax (586) 997-3306

KEO Cutters (ARCH Cutting Tools)

25040 Easy Street

Warren MI 48089

Dale Dushane

Facilities Director

586 921 3441

dduchene@archgp.com

Glorious Cannabis Company

180 Primer Drive

Lake Orion, MI 48359

Benjamin Bourgeau

Director of Facilities

248 343 6663

bbourgeau@gloriouscanna.com

Detroit Public Safety Headquarters

1301 Third Street Suite 101

Detroit MI 48226

Martin Redeye

Director of Operations

313 909 3870

Martin.redeye@jll.com

Xtreme

1925 Lapeer Street

Port Huron, MI 48060

Scott Sheldon

President

810 533 6079

scott@xtremepowerline.com



21481 Carlo Drive Clinton Twp, MI 48038

Phone (586) 997-3300 Fax (586) 997-3306

Angela Hospice
14100 Newburgh Road
Livonia, MI 48154
Rory Moning
Director of Operations
734 953 6043
rmoning@angelhospice.us

Respectfully Submitted
Paul Cornett
Service Manager
Miller Boldt Inc.

RESOLUTION

The following Resolution was offered by _____ and seconded by _____

WHEREAS The City of Plymouth maintains a number of properties to assist with the mission of Helping to protect the public health, safety, and welfare, and

WHEREAS Many of these facilities have heating, ventilation, and air conditioning (HVAC) systems that Need regular maintenance and repair, and

WHEREAS The City Administration did accept bids for the HVAC maintenance contract and the lowest Best bidder is Miller Boldt, Inc.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a contract with Miller Boldt, Inc. for HVAC services in accordance with their bid. Funding for these services will come from a variety of different city funds, depending on where the work is being performed.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Authorization for City Hall Roof Drain Repair - 12-02-24.docx
Date: November 26, 2024
RE: City Hall Roof Drain Repairs

Background

The City Commission may be aware that we have been dealing with a number of water leaks in and around the City Hall. Most notably, the roof leaks in the main stairwell and the new roof seems to have resolved those issues. However, there have been a number of other leaks internal to the building which have taken some time to locate and determine the cause.

One of the largest leaks was related to the construction of the Library Amphitheater when a section of drainpipe was removed and covered over with filter fabric and backfilled with drainage stone. This caused a combination of issues, including old electrical and communications conduits that carried a volume of water through the walls and caused significant water damage in the vintage city hall basement.

The Department of Municipal Services has worked to find options to resolve the issues and to make the basement useable again. They have outlined the two options on the attached memorandum that serves as detailed back up information. Further, Municipal Services has been working with local contractors to obtain pricing for this project. A total of five contractors have reviewed the project and only two provided pricing. The confined space between the city hall and the library makes it extremely difficult to work in this area. The low price is from Perlongo Excavating, a local contractor that we have worked with on numerous occasions.

City Hall Drainage

Option 2

Remove existing and redesign system with discharge to Main St storm

Excavation & Install Drain System	\$ 11,400.00	(3 days labor)
Materials (pipe, fittings, access structure)	\$ 7,000.00	(6/8" pipe, 2' & 4' MH, tap CB)
Materials (sand, stone, topsoil)	\$ 2,000.00	
Pavement Removal (sidewalk, curb & road)	\$ 1,500.00	
Pavement Replacement	\$ 4,000.00	(sidewalk, brick, etc)
<i>Perlongo Excavating Subtotal</i>	<u>\$ 25,900.00</u>	

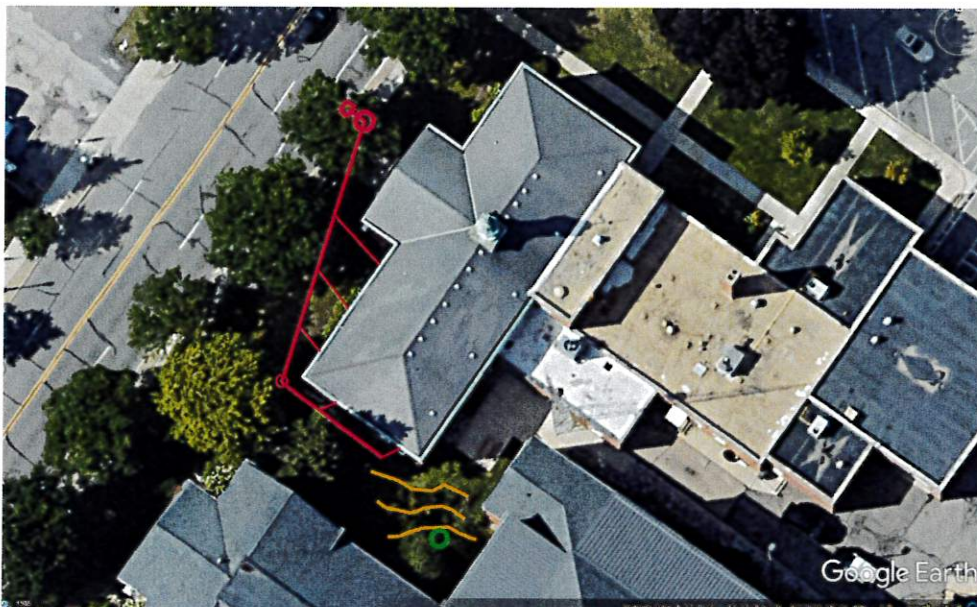
Amphitheater Landscaping disassembly/removal	\$ 500.00	(Remove add plants only)
Amphitheater Landscaping reassemble & restore	\$ 2,000.00	(Reinstall)
Restore Front Lawn	\$ 1,600.00	(Impact due to staging, digging, etc)
Replace City Hall Front Landscaping	\$ 4,500.00	(Front porch to Plymouth Rock)
<i>Old Village Landscaper Subtotal</i>	<u>\$ 8,600.00</u>	

Option 2 Total \$ 34,500.00

Contingency \$ 7,000.00 (Add 1/2 day labor, stone, landscape lights, add plants, replace boulders)

Grand Total Option 2 with Contingency \$ 41,500.00

Option 2



City Hall Drainage

Option 1

Remove existing and replace with discharge to catch basin structure in amphitheater

Excavation & Install Drain System	\$ 7,400.00	(2 days labor)
Materials (pipe, fittings, access structure)	\$ 3,700.00	(6/8" pipe, 2' MH, repair ex CB)
Materials (sand, stone, topsoil)	\$ 2,000.00	
<i>Perlongo Excavating Subtotal</i>	<u>\$ 13,100.00</u>	
Amphitheater Landscaping disassembly/removal	\$ 9,000.00	(Remove all 3 tiers of boulders)
Amphitheater Landscaping reassemble & restore	\$ 10,000.00	(Reinstall)
Restore Front Lawn	\$ 1,200.00	(Impact due to staging, digging, etc)
Replace City Hall Front Landscaping	\$ 4,500.00	(Front porch to Plymouth Rock)
<i>Old Village Landscaper Subtotal</i>	<u>\$ 24,700.00</u>	

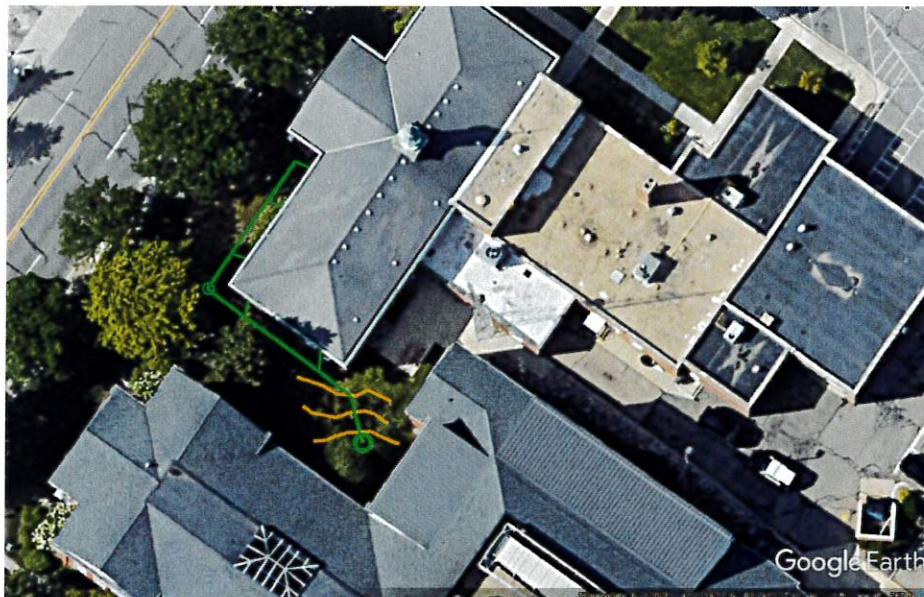
Option 1 Total \$ 37,800.00

(Add 1/2 day labor, stone, redo library path, narrow footprint excavator rent, add plants, replace boulders)

Contingency \$ 10,200.00

Grand Total Option 1 with Contingency \$ 48,000.00

Option 1



Recommendation

The City Administration recommends that the City Commission authorize the quote from Perlongo Excavating for Option 2 with a price of \$34,500, with a contingency of \$7,000 to cover possible landscaping and pavement restoration. Funding for this project would come from the Capital Improvement Fund. We have attached a proposed Resolution for the City Commission to consider regarding this matter.

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



Department of Municipal Services

1231 Goldsmith, Plymouth, MI

734-453-7737

dms@plymouthmi.gov

Date: November 26, 2024
To: Paul J. Sincock, City Manager
From: Chris Porman, Assistant City Manager/Director of Municipal Services
Adam Gerlach, Assistant Director of Municipal Services
Nick Johns, Municipal Services Foreman
Re: City Hall Roof Drain Repair

Background:

Over the last couple years, Municipal Services has been responding to reports of water leaks at City Hall. The water leaks have ranged from wet ceiling tiles to puddles on the floor to a stream of water raining down through the soffit above the front door. While most of the repairs have been routine maintenance for a half century old building, others required extensive repairs, such as a new roof on part of the building.

The recently completed City Hall roof repair project solved some of the water infiltration issues in the stairwell, etc.; however, during some of the heavier rains, water was still infiltrating the basement. The most interesting fact regarding the leak into the basement was that the water was pouring in through electrical and communications conduits. Contractors with pipe inspection cameras televised the downspouts from the roof gutters down into and through the building, as well as from the outlets under Main St, Church St, and Union St.

During the TV inspection of the drains, it was observed that the roof downspouts were clogged with shingle debris from the old roof. The drains were jetted and cleaned where the pipes could be accessed, then televised again, but were found to still be unpassable. Municipal Services dug around the perimeter of the south and west side of City Hall to expose the footing drain, where the roof drains emptied into. During the excavation, we found that a section of the drainpipe was missing, covered over with filter fabric, and backfilled with drainage stone. This was obviously due to the library amphitheater project for the grade change and excavation for the tiers of the amphitheater stone seating walls. The combination of disturbing the abandoned conduit, cutting off the roof downspout drain line, and installing drainage stone for the stone seating walls created a pathway for water to stream into the basement.

In essence, the lack of drainage pipe, removed during the amphitheater construction, allowed water to sit next to the City Hall building, which then found its way into the abandoned dispatch communications and phone conduits into City Hall from the area that is now the amphitheater. The City's electrician has ensured all the wires are not live in the conduits where water had been streaming in. At this time, the abandoned conduit has been successfully sealed to prevent any further water entering the basement. Furthermore, the amphitheater stone seating wall has been partially disassembled and a temporary pipe placed to allow the roof downspouts to drain out onto the ground away from the building. A new permanent drainage system is needed to ensure the roof of City Hall drains properly and does not conflict with the amphitheater.

We provided two different options for routing the drain, option one to connect under the amphitheater, or option two to connect to the Main St storm sewer. We contacted five contractors to supply quotes for repairs to and installation of a new drainage system. Two of the contractors that viewed the job site did not provide pricing due to the lack of easy access to the area between the Library and City Hall buildings. One of the contractors did not provide pricing because the scope of work was too small for the job to be profitable. We received pricing from two contractors. Of the two companies which submitted quotes, the first is from Perlongo Excavating, the second is from Horton Plumbing.

<u>Contractor</u>	<u>Option 1</u>	<u>Option 2</u>
Cummings Plumbing	Did not provide pricing	Did not provide pricing
Glover Excavating	Did not provide pricing	Did not provide pricing
C I Contracting	Did not provide pricing	Did not provide pricing
Perlongo Excavating	\$37,800.00	\$34,500.00
Horton Plumbing	\$27,600.00*	\$56,000.00*

*Pricing does not include landscaping replacement allowance

Perlongo Excavating provided quotes for the excavation and drainage system install for Options 1 & 2, they plan to partner with Old Village Landscaper who has quoted the disassembly and reassembly of the amphitheater, the restoration of the Library landscaping, and the replacement of the City Hall landscaping. Horton Plumbing provided quotes for the excavation and drainage system install for Options 1 & 2, removal and reinstallation of ledge rocks, and rough grading (*Note for Horton Plumbing quote: additional cost to restore landscaping based upon estimate from Old Village Landscaper, Option 1: \$12,700.00 and Option 2: \$8,600.00).

We believe the better option is to route the footing drain and associated City Hall roof drainage away from the amphitheater area toward Main St, this is shown as option 2. This option minimizes the impact area to the amphitheater, redirects the storm water from City Hall's roof away from the amphitheater, reduces the flow in the storm main running between the Library and City Hall which is nearly at capacity, and provides an accessible point to connect to in the future.

Recommendation:

The timing of this repair is essential, if the weather continues to remain mild, the install of the new drainage system will be completed before the end of the year and the ground freezing. We recommend that the City Commission approve the quote for Option 2 from Perlongo Excavating for the amount not to exceed of \$41,500.00 for the City Hall roof drainage system with connection to the Main St storm sewer and including landscape restoration by Old Village Landscaper. The amount is based upon the quoted cost of \$34,500.00 with an additional \$7,000.00 contingency. The contingency is included to cover any additional restoration needed for the amphitheater, landscaping, and pavement replacement. Funding for this project will come from the Capital Improvement Fund.

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

R E S O L U T I O N

The following Resolution was offered by _____ and seconded by

WHEREAS The City of Plymouth maintains a number of buildings as Part of their mission to help protect the public health, Safety and welfare, and

WHEREAS From time to time it is necessary to do maintenance and Make repairs to the buildings, and

WHEREAS Construction of the library amphitheater and installation Of a new roof at City Hall caused storm water to seep into The City Hall, and

WHEREAS Upon investigation the Department of Municipal Services Found a number of issues that was causing the water to Seep into the City Hall and they developed a plan to install A new storm pipe to carry storm water away from the City Hall and direct it to the Main Street storm sewer line.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize Perlongo Excavating to complete this project in the amount of \$34,500. Further, the City Commission authorizes up to \$7,000 as a project contingency to meet any unexpected costs associated with the project and restoration. Funding is authorized from the Capital Improvement Fund.