



Plymouth City Commission

Regular Meeting Agenda

Monday, July 6, 2020 7:00 p.m.- LION'S PARK (Burroughs & Fairground)

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

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

1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call

2. CITIZENS COMMENTS

3. APPROVAL OF THE AGENDA

4. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of June 15, 2020 Regular Meeting Minutes
- b. Approval of May 2020 Bills
- c. Special Event: Bumpers, Bikes & Bands, Sunday July 19, 2020
- d. Special Event: Synergy 2020 Recital- The Show Must Go On, Saturday, September 26, 2020

5. COMMISSION COMMENTS

6. OLD BUSINESS

- a. Jewell Maple Development Re-Zoning to PUD – Second Reading

7. NEW BUSINESS

- a. Lexipol Policy Subscription Service Renewal FY 2020-21
- b. PUD Agreement Saxton's Property – Jewell Maple Development
- c. Amendment to Purchase Agreement Saxton's Property
- d. Multi-Modal Transportation Policy Adoption
- e. Redevelopment Ready Community (RRC) Public Participation Plan
- f. Amendment to Telephone Services

8. REPORTS AND CORRESPONDENCE

- a. Liaison Reports

9. ADJOURNMENT

Citizen Comments - This section of the agenda allows up to 3 minutes to present information or raise issues for items not on the agenda. Upon arising to address the Commission, speakers should first identify themselves by clearly stating their name and address. Comments must be limited to the subject of the item.

Persons with disabilities needing assistance with this should contact the City Clerk's office at 734-453-1234 Monday through Friday from 8:00 a.m.-4:30 p.m., at least 24 hours prior to the meeting. An attempt will be made to make reasonable accommodations.

Consent Agenda- The items on the Consent Agenda will be approved by one motion as Agenda Item #4. There will be no separate discussion of these items unless a Commissioner or citizen so requests, in which case that item will then be placed on the regular agenda.

City of Plymouth Strategic Plan 2017-2022

GOAL I - QUALITY OF LIFE

OBJECTIVES

1. Support the neighborhoods with high-quality customer service
2. Engage in collaboration with private entities and surrounding municipalities to implement the [Joint Recreation Master Plan](#)
3. Improve communication with the public across multiple platforms
4. Maintain a high level of cleanliness throughout the City
5. Support and host a diverse variety of events that foster community and placemaking

ONE YEAR TASKS 2019-2020

- Restore operations for recreation programs after Hines Park bridge repairs are completed
- Explore funding and partnership opportunities to increase and enhance pedestrian crossings
- Finalize [City website](#) update
- Develop and adopt a Master Plan for Kellogg Park, including the fountain
- Develop and implement strategy to market sponsorship opportunities to improve publicly owned assets
- Draft and approve amendments to [Tree Ordinance](#) to clarify implementation, enforcement, and scope

GOAL II - FINANCIAL STABILITY

OBJECTIVES

1. Approve balanced budgets that maintain fiscal responsibility
2. Advocate for increased revenue sharing with the State of Michigan
3. Encourage and engage in partnerships, both public and private, to share costs of services and equipment
4. Address the issue of legacy costs
5. Seek out and implement efficient and effective inter-departmental collaboration
6. Market our successes to attract new economic and investment opportunities

ONE YEAR TASKS 2019-2020

- Continue to support [Michigan Municipal League \(MML\)](#) efforts to [coordinate state initiatives](#) related to revenue sharing with municipalities
- Increase awareness of and support the [MML Save MI City campaign](#)
- Target revenue enhancements that support large capital projects, including grants and millages
- Explore internal and external potential for supplemental funding of legacy costs
- Develop a plan for capital improvement funding projects and purchases
- Explore enhanced investment opportunities

GOAL III - ECONOMIC VITALITY

OBJECTIVES

1. Continue to support and improve active, vibrant downtown branding
2. Support community and economic development projects and initiatives
3. Support a mix of industrial, commercial and residential development
4. Reference the [Master Plan](#) in economic decision-making

ONE YEAR TASKS 2019-2020

- Complete and approve the [DDA Master Plan](#)
- Address and implement recommendations in the [Redevelopment Ready Communities baseline report](#)
- Develop and approve city-wide economic development strategies (Saxton's property, parking system, connections between Old Village and the DDA, Bathey property remediation and development, 240 N. Main, Lumber Mart site)
- Identify other properties of significance to the economic development strategy
- Complete a community survey
- Increase collaborations with partners in the community
- Administer the City's [Master Plan](#) using implementation matrix ([Appendix Table 5](#))

GOAL IV - SERVICE AND INFRASTRUCTURE

OBJECTIVES

1. Support administration and staff by providing professional development opportunities, supplying resources, and maintaining a commitment to recruitment, retention and succession planning
2. Support and deliver safe and responsive emergency services
3. Maintain a sophisticated and responsive technology to communicate and manage data
4. Continually record, maintain, update, and improve City infrastructure

ONE YEAR TASKS 2019-2020

- Begin implementation of parking recommendations for City parking system
- Develop and utilize consistent message and branding across all platforms
- Develop and approve of plan for future delivery of emergency services
- Implement infrastructure asset management plan
- Approve agreement on sanitary sewer with [Western Township Utilities Authority \(WTUA\)](#)



City of Plymouth
 City Commission Regular Meeting Minutes
 Monday, June 15, 2020 - 7:00 p.m.

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

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

Meeting was held online at Zoom.us – Meeting ID 869 8089 9814

Statement on the reason the public body is meeting electronically:

On March 10, 2020 the Governor of the State of Michigan declared a state of emergency across the State of Michigan under section 1 of Article 5 of the Michigan Constitution of 1963, the Emergency Management Act, 1976 PA 390, as amended, MCL 30.401 – 421, and the Emergency Powers of the Governor Act of 1945, 1945 PA302, as amended, MCL 10.31 – 33. These sections provide the Governor with broad powers and duties to cope with dangers to this state or to the people of the state.

As a part of the response to the emergency, the Governor has deemed it reasonable and necessary to temporarily suspend rules and procedures relating to physical presence at meetings and hearings of public bodies and other governmental entities in Michigan. These public bodies and entities must continue to conduct public business during this emergency. Due to the emergency situation and the request of the Governor to not gather in groups of 10 or more it is necessary for some public boards to meet electronically.

1. CALL TO ORDER

- a. Mayor Wolcott called the meeting to order at 7:00 p.m., followed by the Pledge of Allegiance
- b. Roll call

Present: Mayor Oliver Wolcott, Mayor Pro Tem Nick Moroz, Commissioners Suzi Deal, Kelly O' Donnell, Marques Thomey, Tony Sebastian

Also present: City Manager Paul Sincock, Attorney Robert Marzano, City Clerk Maureen Brodie, Public Safety Director Al Cox and various City Department Heads

Excused: Commissioner Ed Krol

2. CITIZENS COMMENTS

Ellen Elliott, 404 Irvin, thanked the DMS, DDA and Police Department for their part in making the recent protests and rallies safe.

Brock Minton, 1202 Junction, also said he appreciated the cooperative nature of the protests and rallies. He asked whether the Plymouth Police Department uses the '8 Can't Wait', de-escalation and implicit bias trainings. He also asked whether the Plymouth Police Department has made an official statement on the protests.

3. APPROVAL OF THE AGENDA

Mayor Pro Tem Moroz made a motion, seconded by Commissioner Thomey to approve the agenda for Monday, May 15, 2020.

ROLL CALL VOTE - MOTION PASSED 6-0

4. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of June 1, 2020 Regular Meeting Minutes
- b. Traffic Control Order
- c. Rate Card – Payment in Lieu of Parking
- d. Designated Depositories for Fiscal Year 2020-21
- e. Commission Meetings in the Parks

Commissioner O'Donnell made a motion, seconded by Commissioner Sebastian, to approve the consent agenda after moving item 4.c to the regular agenda.

ROLL CALL VOTE - MOTION PASSED 6-0

5. COMMISSION COMMENTS

Mayor Pro Tem Moroz said he appreciated the welcoming City staff presence in Downtown Plymouth during the rallies and protests. He asked Public Safety Director Al Cox to address Mr. Minton's questions. Cox stated that training has always been a high priority for the Plymouth Police Department, and the training includes all best practices, including de-escalation and implicit bias. Mayor Wolcott said the success of the rallies and protests can be attributed to the staff working well with the organizers. He congratulated Commissioner Sebastian for winning Supplier of the Year in his industry.

6. OLD BUSINESS

There was no old business.

8. NEW BUSINESS

a. Saxton's Lease Agreement

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

RESOLUTION # 2020-44

WHEREAS The City of Plymouth owns certain commercial property and they are interested in Leasing property to a private developer who has signed a purchase agreement for the property at 583 & 585 W. Ann Arbor Trail; and

WHEREAS The City Attorney's Office has prepared a Commercial Lease Agreement on behalf of the City of Plymouth.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a Commercial Lease Agreement between the City and Jewell Maple Development, LLC for office space at 583 & 585 W. Ann Arbor Trail.

City Attorney Bob Marzano explained that if the lease is approved, the developer will still need to provide insurance, a security deposit of \$3,750, a signed PUD agreement, the first month's rent and a signed lease before it's executed.

ROLL CALL VOTE - MOTION PASSED 6-0

b. Jewell Maple Development – Re-Zoning to PUD – 1st Reading

RESOLUTION # 2020-45

Commissioner Thomey offered a resolution, seconded by Commissioner O'Donnell, to approve the first reading to re-zone the Jewell Maple Development to a Planned Unit Development (PUD).

There was discussion about the project's design, and it was noted that the Planning Commission passed the PUD by a vote of 5-3. It was also noted that the City would have to pay to pave, landscape and maintain the adjacent City-owned parking lot. Commissioner O'Donnell said that it may not be the City's intention to

keep this land a parking lot forever, and that a change in use could change the view for residents of the project.

ROLL CALL VOTE - MOTION PASSED 5-1 Commissioner O'Donnell voted no.

c. 4th Quarter Budget Amendments

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

RESOLUTION # 2020-46

WHEREAS Actual patterns of departmental expenditures occur differently than originally projected in the 2019-2020 City budget as adopted in June of 2019; and

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

WHEREAS The City budget amendments require the approval of the City Commission for changes between funds of the City;

NOW THEREFORE BE IT RESOLVED THAT the 2019-2020 City Budget is hereby amended as indicated in the 4th Quarter amendments column of the attached Budget Amendments Summary, which is made a part of this resolution.

BE IT FURTHER RESOLVED that the City Finance Director is authorized to change the budgetary appropriations as necessary to comply with the Budget Amendments Summary effective June 15, 2020.

BUDGET ADJUSTMENT SUMMARY
FOURTH QUARTER - FY 19-20

FUND DEPT./ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
GENERAL FUND REVENUE: #101							
Property Taxes	6,148,270	-	-	(57,191)	444,200	387,009	6,535,279
Licenses & Permits	5,100	-	-	-	-	-	5,100
Federal/State Grants	30,680	-	-	(29,680)	-	(29,680)	1,000
State-Shared Revenues	1,079,939	-	-	(47,957)	47,916	(41)	1,079,939
Charges for Services	767,920	-	1,000	6,000	-	7,000	794,920
Cemetery Revenues	152,600	-	-	1,800	16,100	18,000	170,600
Parking Revenues	86,200	-	-	(6,820)	(24,700)	(33,820)	54,880
Other Operating Revenues	693,790	65,876	25,236	2,805	38,835	132,752	826,542
Appropriation of Surplus	-	-	-	-	-	-	-
Total Operating Revenues	8,985,710	65,876	28,236	(102,423)	621,561	481,033	9,488,748
Transfers In From Other Sources	-	-	-	8,000	-	8,000	8,000
Total Revenue All Classes	8,985,710	65,876	28,236	(102,423)	621,561	489,033	9,474,748
GENERAL FUND EXP: #101							
City Commission	108,810	-	4,700	(200)	10,000	14,500	124,110
City Manager	316,320	-	3,200	6,260	700	10,160	326,480
Legal Services	120,000	-	5,000	20,000	8,000	33,000	163,000
Finance Department	682,110	21,180	3,780	(189,168)	150	(133,108)	549,006
City Clerk	184,820	6,210	380	(1,300)	7,600	12,770	187,890
City Assessor	85,780	-	-	(800)	100	(400)	85,380
Management Information Services	289,595	-	-	8,000	2,900	10,900	290,695
Election Services	83,130	150	1,145	(14,576)	150	(13,130)	80,000
Cemetery	167,660	200	660	2,200	3,100	6,160	173,820
Police Department	3,841,410	-	660	(96,010)	3,900	(91,860)	3,779,650
Fire Department	1,028,150	(28,080)	1,340	140,800	200	115,960	1,145,130
MSD Administration	232,740	260	1,540	6,225	8,350	16,365	249,106
City Hall Maintenance	114,930	-	1,000	4,260	8,850	11,110	126,040
Parks & Public Property	178,960	250	680	(14,100)	-	(13,270)	165,990
MSD Yard Maintenance	72,880	85	7,500	960	4,900	13,335	86,216
Street Lighting	165,000	-	-	-	25,000	25,000	180,000
Miscellaneous MSD Services	3,360	-	100	20	-	120	3,480
Beltway Maintenance Expense	-	-	-	-	-	-	-
Special Events	174,300	2,360	6,600	(40,440)	3,000	(29,680)	144,710
Parking System	45,630	-	6,120	4,000	1,050	10,170	55,800
MSD Services - DDA	146,070	-	25,000	(1,000)	2,800	26,800	172,870
Other Functions	245,480	-	(32,000)	(13,000)	102,000	67,000	302,480
Capital Outlay	140,675	-	16,000	(1,600)	-	14,400	155,175
Debt Service	-	30,810	-	-	-	30,810	30,810
Tot. Gen'l Operating Expenditures	8,961,670	35,386	51,145	(117,635)	188,080	167,026	8,618,696
Transfers Out to Other Funds	395,835	-	(40,000)	125,000	175,000	280,000	655,835
Contingency	228,105	30,310	15,090	(131,888)	169,501	72,013	300,116
Total Expenditures	8,985,710	65,676	28,236	(124,423)	621,561	489,033	9,474,748

FUND DEPT./ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
MAJOR ST FUND REV: #202							
Gas & Weight Taxes	602,260	-	-	(30,116)	-	(30,116)	572,145
Contrib & Other	10	2,990	7,000	-	-	9,990	10,000
Appropriation of Surplus	340,660	-	-	-	-	-	340,660
TOTAL REVENUE	942,920	2,990	7,000	(30,116)	-	(20,126)	922,005
MAJOR ST FUND EXP: #202							
Administration/Debt	10,840	2,740	1,680	1,730	4,250	10,280	21,120
Routine Maintenance	66,280	260	2,660	46,360	6,300	55,570	121,820
Stormwater System Maintenance	2,000	-	-	-	-	-	2,000
Traffic Signal Maintenance	85,660	-	100	11,420	5,600	17,020	102,890
Snow & Ice Control	94,240	-	10,480	(22,425)	2,000	(9,945)	84,266
Road Construction	332,500	-	(7,600)	(67,200)	-	(75,000)	257,500
Transfers Out to Other Funds	301,130	-	-	-	-	-	301,130
Contingency	20,000	-	-	-	(18,060)	(18,060)	1,940
TOTAL EXPENDITURES	942,920	2,990	7,000	(30,116)	-	(20,126)	922,005

BUDGET ADJUSTMENT SUMMARY

FOURTH QUARTER - FY 19-20

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
LOCAL ST FUND REV: #203							
Gas & Weight Taxes	224,760	-	-	(11,240)	-	(11,240)	213,510
Contrib & Other	306,820	6,720	1,000	7,800	-	14,220	320,140
Appropriation of Surplus	11,110	-	133,680	-	-	133,680	144,790
TOTAL REVENUE	641,780	6,720	134,680	(3,740)	-	136,660	678,440
LOCAL ST FUND EXP: #203							
Administration/Debt	11,880	5,420	370	3,340	3,260	12,360	24,280
Routine Maintenance	117,280	300	4,090	3,000	5,800	12,690	128,970
Stormwater System Maintenance	1,000	-	-	-	-	-	1,000
Traffic Signal Maintenance	28,480	-	80	320	1,460	1,860	30,280
Snow & Ice Control	46,140	-	5,190	(3,400)	-	1,790	49,630
Road Construction	320,000	-	125,900	(7,000)	-	118,000	438,000
Contingency	16,000	-	-	-	(10,000)	(10,000)	5,000
TOTAL EXPENDITURES	641,780	5,720	134,680	(3,740)	-	136,660	678,440

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
RECREATION FUND REV: #208							
Cultural Center Revenues	576,000	2,000	4,000	(52,875)	-	(76,875)	493,025
Transfer from General Fund	206,000	-	15,000	125,000	25,000	165,000	385,000
Administrative Charges	60	860	500	-	-	1,460	1,600
Program Fees & Charges	361,100	-	(27,500)	(111,600)	2,400	(136,600)	214,600
Appropriation of Surplus	65,680	7,480	(11,600)	45,745	-	42,685	98,175
TOTAL REVENUE	1,176,730	10,400	(18,600)	(22,730)	27,400	(4,630)	1,172,200
RECREATION FUND EXP: #208							
Cultural Center & Administration	920,180	(10,000)	5,000	2,320	22,050	18,870	940,020
Basic Skills	8,200	-	1,600	300	-	2,100	10,300
Recreation Vending	1,000	-	-	-	-	-	1,000
Recreation Services	34,870	-	500	-	-	500	35,170
Adult Athletics	-	-	-	-	-	-	-
Youth Athletics	8,830	-	-	-	-	-	8,830
Miracle League	9,100	-	-	2,000	-	2,000	11,100
PCHA	10,420	10,200	-	(8,500)	-	10,700	21,120
PCHA - Mini Miles	7,260	-	100	(2,900)	-	(2,800)	4,460
MSD Services	9,490	1,200	-	(2,000)	1,350	850	10,910
Soccer	94,860	-	-	(7,000)	4,000	(3,000)	91,860
Liquor	4,620	-	-	350	-	350	4,870
Classes & Special Events	24,180	-	-	(7,800)	-	(7,800)	18,380
Therapeutic Program	1,000	-	-	-	-	-	1,000
Senior Programs-Classes	5,630	-	-	-	-	-	5,630
Plymouth-Canton Stealers	29,600	-	(27,000)	-	-	(27,000)	2,600
Capital Outlay	-	-	-	-	-	-	-
Contingency	10,000	-	-	-	-	-	10,000
TOTAL EXPENDITURES	1,176,730	10,400	(18,600)	(22,730)	27,400	(4,630)	1,172,200

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
SOLID WASTE FUND REV: #226							
Property Taxes	1,007,410	20	-	-	84,000	84,020	1,091,430
Sales of Service	378,550	3,600	17,800	(400)	4,075	25,975	401,625
Transfer from General Fund	67,925	-	(55,000)	-	-	(55,000)	12,925
Appropriation of Surplus	-	-	-	-	-	-	-
TOTAL REVENUE	1,461,885	3,620	(37,100)	(400)	88,075	64,095	1,605,900
SOLID WASTE FUND EXP: #226							
Operating Expenses	1,428,885	2,160	(31,645)	(400)	3,000	(26,890)	1,398,000
Landfill Closure	-	-	-	-	-	-	-
Contingency	26,000	1,370	(8,455)	-	86,075	80,990	105,990
Transfer Out to Other Funds	-	-	-	-	-	-	-
TOTAL EXPENDITURES	1,461,885	3,620	(37,100)	(400)	88,075	64,095	1,605,900

**BUDGET ADJUSTMENT SUMMARY
FOURTH QUARTER - FY 19-20**

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
PARKING FUND REV: #232							
Miscellaneous	10	-	-	35,590	-	35,600	35,600
Appropriation of Surplus	-	-	-	-	-	-	-
TOTAL REVENUE	10	-	-	35,590	-	35,600	35,600
PARKING FUND EXP: #232							
Contingency	10	-	-	35,590	-	35,600	35,600
Construction	-	-	-	-	-	-	-
TOTAL EXPENDITURES	10	-	-	35,590	-	35,600	35,600

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
DDA OPER FUND REV: #248							
Property Taxes-Non School	1,000,140	-	-	-	-	-	1,000,140
Program Fees & Other	116,660	-	-	(5,060)	(12,100)	(17,160)	99,500
Appropriation of Surplus	-	-	-	-	-	-	-
TOTAL REVENUES	1,116,780	-	-	(5,060)	(12,100)	(17,160)	1,098,640
DDA OPER FUND EXP: #248							
Administration	304,105	-	-	10,200	1,600	11,700	315,805
Police Services	32,960	-	-	25	-	25	32,985
Parking System	43,420	-	-	-	-	-	43,420
Saxton Parking Facility	30,000	-	-	-	-	-	30,000
DDA Marketing	73,200	-	-	-	500	500	74,100
Streetscape Maintenance	254,480	-	18,600	-	3,100	22,000	276,480
Contrib to DDA Debt Funds	228,710	-	-	-	-	-	228,710
Contrib to DDA Cap Imp Fund	26,000	-	-	-	-	-	26,000
Contingency	129,915	-	(16,600)	(15,275)	(17,600)	(51,775)	78,140
TOTAL EXPENDITURES	1,116,780	-	-	(5,060)	(12,100)	(17,160)	1,098,640

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
BLDG & ENGINEERING FD REV: #249							
Permit Fees	527,150	1,900	6,000	6,670	1,400	14,870	542,120
Contrib. & Other	33,360	1,960	18,600	1,000	50,000	71,460	104,800
Appropriation of Surplus	31,705	-	-	-	-	-	31,705
TOTAL REVENUES	592,205	3,860	23,600	7,670	51,400	66,420	678,625
BLDG & ENGINEERING FD EXP: #249							
Engineering/Inspections	592,205	3,860	800	7,670	38,700	49,020	631,225
Capital Outlay	-	-	-	-	-	-	-
Contingency	10,000	-	22,700	-	14,700	37,400	47,400
TOTAL EXPENDITURES	592,205	3,860	23,600	7,670	51,400	66,420	678,625

BUDGET ADJUSTMENT SUMMARY
FOURTH QUARTER - FY 19-20

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
NBHD SERVICES FUND REV: #282							
Miscellaneous	19,720	-	-	(3,880)	-	(3,880)	18,040
Transfer from General Fund	73,010	-	-	-	-	-	73,010
Appropriation of Surplus	-	-	-	-	-	-	-
TOTAL REVENUES	92,730	-	-	(3,880)	-	(3,880)	89,050
NBHD SERVICES FUND EXP: #282							
Administration	600	-	-	-	-	-	600
OYDA Community Center	2,000	-	-	-	-	-	2,000
Senior Transportation	88,660	-	-	-	-	-	88,660
Contingency	3,680	-	-	(3,880)	-	(3,880)	-
TOTAL EXPENDITURES	92,730	-	-	(3,880)	-	(3,880)	89,050

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
BROWNFIELD OPERATING FUND REV: #284							
Captured Property Taxes	75,318	-	-	-	(47,718)	(47,718)	27,600
Contrib. & Other	210	-	-	-	-	-	210
Appropriation of Surplus	-	-	-	-	-	-	-
TOTAL REVENUES	75,528	-	-	-	(47,718)	(47,718)	27,810
BROWNFIELD OPERATING FUND EXP: #284							
Administration	7,830	-	-	-	(4,770)	(4,770)	2,700
Remediation Reimbursements	87,789	-	-	-	(42,948)	(42,948)	24,840
Contrib. to Site Remediation Fund	-	-	-	-	-	-	-
Contingency	210	-	-	-	-	-	210
TOTAL EXPENDITURES	76,029	-	-	-	(47,718)	(47,718)	27,810

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
BROWNFIELD SITE REM FUND REV: #285							
Miscellaneous	500,050	-	-	-	-	-	500,050
Appropriation of Surplus	-	-	-	-	-	-	-
TOTAL REVENUES	500,050	-	-	-	-	-	500,050
BROWNFIELD SITE REM FUND EXP: #285							
Capital Outlay	500,000	-	-	-	-	-	500,000
Contingency	50	-	-	-	-	-	50
TOTAL EXPENDITURES	500,050	-	-	-	-	-	500,050

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
DRUG LAW ENFORCEMENT FUND REV: #285							
Miscellaneous	2,810	-	-	-	-	-	2,810
Appropriation of Surplus	-	-	-	-	-	-	-
TOTAL REVENUES	2,810	-	-	-	-	-	2,810
DRUG LAW ENFORCEMENT FUND EXP: #285							
Police Department	400	-	-	1,380	-	1,380	1,780
Contingency	2,410	-	-	(1,390)	-	(1,390)	1,020
TOTAL EXPENDITURES	2,810	-	-	-	-	-	2,810

**BUDGET ADJUSTMENT SUMMARY
FOURTH QUARTER - FY 18-28**

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
OWI FORFEITURE FUND REV: #266							
Contrib. & Other	6,010	-	-	-	3,340	3,340	9,350
Appropriation of Surplus	13,990	-	-	-	6,876	6,876	19,866
TOTAL REVENUES	20,000	-	-	-	9,016	9,016	29,016
OWI FORFEITURE FUND EXP: #266							
Miscellaneous	13,600	-	-	-	15,615	15,615	28,016
Contingency	6,600	-	-	-	(6,600)	(6,600)	-
TOTAL EXPENDITURES	20,000	-	-	-	9,015	9,015	29,016

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
OMNIBUS FORFEITURE FUND REV: #267							
Contrib. & Other	500	-	-	700	-	700	1,200
Appropriation of Surplus	1,300	-	-	200	-	200	1,600
TOTAL REVENUES	1,800	-	-	900	-	900	2,700
OMNIBUS FORFEITURE FUND EXP: #267							
Miscellaneous	1,800	-	-	900	-	900	2,700
Contingency	-	-	-	-	-	-	-
TOTAL EXPENDITURES	1,800	-	-	900	-	900	2,700

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
2008 GO DEBT RETIREMENT FUND REV: #308							
Contrib. & Other	1,157,292	-	-	-	39,878	39,878	1,197,170
Appropriation of Surplus	6,888	-	-	-	(6,888)	(6,888)	-
TOTAL REVENUES	1,164,180	-	-	-	32,990	32,990	1,197,170
2008 GO DEBT RETIREMENT FUND EXP: #308							
Debt Service	1,164,180	-	-	-	-	-	1,164,180
Contrib. & Other	-	-	-	-	-	-	-
Contingency	-	-	-	-	32,987	32,987	32,987
TOTAL EXPENDITURES	1,164,180	-	-	-	32,987	32,987	1,197,167

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
2012 GO/2002 REFUNDING BOND DEBT FUND REV: #312							
Contrib. & Other	316,862	-	-	-	143,976	143,976	460,838
Appropriation of Surplus	23,098	-	-	-	(23,098)	(23,098)	-
TOTAL REVENUES	339,960	-	-	-	120,878	120,878	460,838
2012 GO/2002 REFUNDING BOND DEBT FUND EXP: #312							
Debt Service	339,960	-	-	-	-	-	339,960
Contrib. & Other	-	-	-	-	-	-	-
Contingency	-	-	-	-	120,877	120,877	120,877
TOTAL EXPENDITURES	339,960	-	-	-	120,877	120,877	460,837

**BUDGET ADJUSTMENT SUMMARY
FOURTH QUARTER - FY 19-20**

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr Amendments	3rd Qtr Amendments	4th Qtr Amendments	Tot. All Amendments	Amended Budget
PUBLIC IMPROVEMENT FUND FUND REV:	#401						
Contrib. & Other	50	-	-	-	100,000	100,000	100,050
Appropriation of Surplus	-	-	-	-	-	-	-
TOTAL REVENUES	50	-	-	-	100,000	100,000	100,050
PUBLIC IMPROVEMENT FUND FUND EXP:	#401						
Capital Improvements	-	-	-	-	-	-	-
Contingency	50	-	-	-	100,000	100,000	100,050
TOTAL EXPENDITURES	50	-	-	-	100,000	100,000	100,050

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr Amendments	3rd Qtr Amendments	4th Qtr Amendments	Tot. All Amendments	Amended Budget
RECREATION CAP IMP FUND REV:	#402						
Contrib. & Other	19,050	-	-	-	-	-	19,050
Appropriation of Surplus	10,950	-	-	-	-	-	10,950
TOTAL REVENUES	30,000	-	-	-	-	-	30,000
RECREATION CAP IMP FUND EXP:	#402						
Capital Improvements	30,000	-	-	-	-	-	30,000
Contingency	-	-	-	-	-	-	-
TOTAL EXPENDITURES	30,000	-	-	-	-	-	30,000

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

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr Amendments	2nd Qtr Amendments	3rd Qtr Amendments	4th Qtr Amendments	Tot. All Amendments	Amended Budget
2020 GO BD CONST FD REV:	#406						
Contrib. & Other	-	-	-	6,391,294	-	6,391,294	6,391,294
Appropriation of Surplus	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	6,391,294	-	6,391,294	6,391,294
2020 GO BD CONST FD EXP:	#406						
Administration	-	-	-	137,600	-	137,600	137,600
Capital Outlay	-	-	-	484,600	-	484,600	484,600
Contingency	-	-	-	5,769,294	-	5,769,294	5,769,294
TOTAL EXPENDITURES	-	-	-	6,391,294	-	6,391,294	6,391,294

**BUDGET ADJUSTMENT SUMMARY
FOURTH QUARTER - FY 10-20**

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
WATER & SEWER CAPITAL IMPROVEMENT FUND REV: #560							
Contrib. & Other	260,400	-	-	-	-	-	260,400
Appropriation of Surplus	164,600	-	-	-	-	-	164,600
TOTAL REVENUES	415,000	-	-	-	-	-	415,000
WATER & SEWER CAPITAL IMPROVEMENT FUND EXP: #560							
Street Construction	415,000	-	-	-	-	-	415,000
Contrib. & Other	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
TOTAL EXPENDITURES	415,000	-	-	-	-	-	415,000

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
WATER/SEWER OPER FUND REV: #592							
Sales & Service Charges	5,356,045	10,000	241,700	(266,814)	(697,381)	(692,455)	4,774,355
Sale of Bonds	-	-	-	-	-	-	-
Appropriation of Surplus	81,385	-	-	-	496,995	496,995	548,380
TOTAL REVENUES	5,418,230	10,000	241,700	(266,814)	(80,386)	(65,500)	5,322,730
WATER/SEWER OPER FUND EXP: #592							
Administration	4,654,260	(42,300)	51,680	(116,820)	13,000	(93,680)	4,660,860
Trunk & Lateral	166,270	48,560	1,640	-	600	50,800	216,970
Mainline Maintenance	207,230	3,740	640	(8,826)	10,750	5,205	212,436
Meter Maintenance	140,970	-	6,880	20,270	6,000	31,130	172,100
Service Maintenance	62,700	-	30	30	100	160	62,860
Hydrant Maintenance	46,810	-	8,196	3,670	2,000	13,865	60,675
Capital Outlay	-	-	-	-	-	-	-
Contingency	160,000	-	123,776	(104,838)	(111,738)	(102,800)	47,100
TOTAL EXPENDITURES	5,418,230	10,000	241,700	(266,814)	(80,386)	(65,500)	5,322,730

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
EQUIPMENT FUND REV: #661							
Miscellaneous	797,735	2,000	-	-	100,200	103,000	900,735
Appropriation of Surplus	-	-	-	-	-	-	-
TOTAL REVENUES	797,735	2,000	-	-	100,200	103,000	900,735
EQUIPMENT FUND EXP: #661							
Miscellaneous	747,910	-	-	-	21,600	21,600	769,410
Contingency	49,825	2,000	-	-	76,700	81,600	131,325
TOTAL EXPENDITURES	797,735	2,000	-	-	100,200	103,000	900,735

d. 2020 Infrastructure Bids

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

RESOLUTION # 2020-47

- WHEREAS The City of Plymouth operates a roadway system to maintain the public health, safety and welfare; and
- WHEREAS The City of Plymouth has adopted a Strategic Plan which calls for continuous infrastructure improvement; and
- WHEREAS The voters approved a Road Bond for the improvement of our streets; and
- WHEREAS The City Commission has already approved the design phase of an Infrastructure Improvement program for Farmer Street, Main Street, Evergreen Street, and Certain improvements to the water and sewer systems, as well as Concrete maintenance program for Junction

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the contract in the amount of \$1,829,478.75 for a unit-based contract with Pro-Line Asphalt for the 2020 Infrastructure Program for Ross Street and Junction based on the City Engineer's Recommendation Letter of June 10, 2020.

BE IT FURTHER RESOLVED THAT the City Commission does hereby authorize construction Engineering costs for administration, construction staking, materials testing costs and final as built drawing costs with Wade-Trim of up to \$155,600 for the 2020 Infrastructure Program.

BE IS STILL FURTHER RESPOLVED THAT the City Commission does hereby authorize construction contingency of \$95,000 for the 2020 Infrastructure Improvement Program.

ROLL CALL VOTE - MOTION PASSED 6 – 0

e. Purchase Authorization for Swaploader Attachment

The following resolution was offered by Commissioner Thomey and seconded by Commissioner Sebastian.

RESOLUTION # 2020-48

- WHEREAS The City of Plymouth maintain a fleet of vehicles to help Protect the public health, safety, and welfare; and
- WHEREAS The City has purchased a vehicle known as a Swaploader, which allows various attachments to be Installed on the truck; and
- WHEREAS The City has budgeted for an Anti-Icing Attachment to assist with winter snow and ice control.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of an Anti-Icing attachment for the swaploader. The purchase is authorized to be made from Truck and Trailer Specialties, Inc. in the amount of \$24,200 through the Rochester Hills Purchasing Co-Op.

ROLL CALL VOTE - MOTION PASSED 6 – 0

f. Rate Card – Payment in Lieu of Parking

The following resolution was offered by Mayor Pro Tem Moroz and supported by Commissioner Sebastian.

RESOLUTION # 2020-49

WHEREAS The City Commission of the City of Plymouth has reviewed the proposed fee schedule amendment to add payment-in-lieu-of parking fee of \$10,000 per space as recommended by City administration; and

WHEREAS The City of Plymouth Community Development Department has compared current and proposed fee schedules to that of neighboring communities and are not recommending any other fee schedule adjustments at this time; and

WHEREAS Staff recommends that the City Commission review these fee schedules annually as part of the City budget process.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby adopt the enclosed fee schedule amendment to add a \$10,000 per space for payment-in-lieu-of parking effective immediately.

There was discussion about the actual cost of providing a parking space and how to determine an equitable fee.

Mayor Pro Tem Moroz offered the following amendment to the motion, which was supported by Sebastian.

This resolution will be reviewed every six months using compiled data.

ROLL CALL VOTE – MOTION PASSED 6-0

9. REPORTS AND CORRESPONDENCE

a. Liaison Reports

Mayor Wolcott reported that the DDA meeting was postponed and will be held tomorrow. Commissioner Thomey said Wayne County continues to give information that helps businesses open safely. Commissioner Sebastian said there was no ZBA meeting this month. Mayor Wolcott reminded the Commission that meetings will be held at the parks throughout the summer, beginning in July.

10. ADJOURNMENT

Hearing no further discussion, Mayor Wolcott asked for a motion to adjourn. A motion to adjourn was made by Commissioner Sebastian and seconded by Commissioner Thomey.

ROLL CALL VOTE - MOTION PASSED 6– 0

The meeting was adjourned at 8:58 p.m.

OLIVER WOLCOTT
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK



Special Event Application

ITEM #4.C

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 Old Village Association

Ph# 5177120440 Fax# na Email plymoutholdvillageassociation@yahoo.com Website https://www.facebook.com/oldvillageassociation/

Address 638 Starkweather St City Plymouth State mi Zip 48170

Sponsoring Organization's Agent's Name Latricia Horstman Title President

Ph# 5177120440 Fax# na Email latricia_art@yahoo.com Cell# 5177120440

Address 638 Starkweather City Plymouth State mi Zip 48170

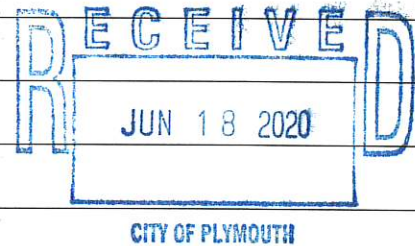
Event Name Bumpers Bikes & Bands

Event Purpose Car show fund raiser

Event Date(s) July 19 2020

Event Times 11 am to 3 pm

Event Location Starkweather street from Spring to



What Kind Of Activities? car show, live music

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

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

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

this is our annual car show. cars park up and down the street in a herringbone format on. There is a vintage music DJ and a live band who share a "stage" tent at Liberty and Starkweather streets. a silent auction tent is there for the OVA to help raise funds for beautification projects in the Village.

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): third sunday in July

Next year's specific dates: july 17 2021

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)

a port a potty please - last year this was not delivered until half way through the event.

please see that we have it before the start of the event? Thank you! :)

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:

Liberty street parking in front of the businesses

- 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.

6/10/20

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 Old Village Association (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 Bumpers Blues & Bands (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 6/10/2020

Witness _____

Date _____

-  Band tent
-  Barricades
-  Port a potty



EVENT REVIEW FORM

MUNICIPAL SERVICES:	Approved	Denied	(list reason for denial)	Initial <i>CP</i>
<i>BARRICADE SET UP / PICK UP</i>				
<i>PORT-A-JOHN 125 / EA</i>				
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO				
Labor Costs: \$	<i>300</i>	Equipment Costs: \$	<i>50</i>	Materials Costs \$
POLICE:	Approved	Denied	(list reason for denial)	Initial <i>guc</i>
<i>1 OFFICER FOR 4 HOURS</i>				
Labor Costs \$		Equipment Costs \$	<i>304-</i>	Materials Costs \$
FIRE:	Approved	Denied	(list reason for denial)	Initial <i>JJ</i>
<i>NO SERVICES REQUIRED</i>				
Labor Costs \$		Equipment Costs \$		Materials Costs \$
HVA:	Approved	Denied	(list reason for denial)	Initial
DDA:	Approved	Denied	(list reason for denial)	Initial <i>B</i>
Labor Costs \$	<i>0</i>	Equipment Costs \$		Materials Costs \$
RISK MANAGEMENT:	Approved	Denied	(list reason for denial)	Initial <i>MB</i>
Class I – Low Hazard				
Class II – Moderate Hazard <i>Need Out of Insurance naming City of Payment</i>				
Class III – High Hazard <i>as Additional Insured in description area</i>				
Class IV – Severe Hazard				

EVENT NAME: _____ TOTAL ESTIMATED FEE: _____
 (Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____ APPROVED _____ NOT APPROVED _____ DATE _____
--



Special Event Application

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

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

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

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

Sponsoring Organization's Legal Name Synergy Dance Academy

Ph# 734-207-7808 Fax# _____ Email LTaylor@synergy-da Website www.synergy-dance.c

Address 500 S. Main Street City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Lynne Taylor-Kilgore Title Owner

Ph# 734-718-7223 Fax# _____ Email LTaylor@synergy-da Cell# 734-718-7223

Address 41329 Crabtree Ln City Plymouth State MI Zip 48170

Event Name Synergy 2020 Recital - The Show Must Go On

Event Purpose Outdoor dance recital

Event Date(s) ~~June 27th~~, 2020 Sept. 26

Event Times 1:00-5:00pm

Event Location Kellogg Park

What Kind Of Activities? Dance Routines

What is the Highest Number of People You Expect in Attendance at Any One Time? 60

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.)
We are hoping to offer our students a "modified" year end show to perform their

1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies – Please Review Section 12.2 f.)*

City Operated Co-sponsored Event Other Non-Profit Other For-Profit Political or Ballot Issue

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

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

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

Next year's specific dates: _____

See section 12.13 for license & insurance requirements for vendors

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

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

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

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

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

We will need an electrical outlet to plug our sound system into. _____

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.

June 9th, 2020

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 Synergy Dance Academy (*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 Synergy 2020 Recital (*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 June 9, 2020

Witness _____

Date June 9, 2020

EVENT REVIEW FORM

EVENT NAME: _____ TOTAL ESTIMATED FEE: _____
 (Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

MUNICIPAL SERVICES:	<u>Approved</u>	Denied	(list reason for denial)	Initial	CP
1 FTE APPROX 6 HRS					
\$100 IF USING CITY SOUND					
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO					
Labor Costs:	\$ 500	Equipment Costs:	\$ 100	Materials Costs:	\$ 100
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial	qec
No Services Needed					
Labor Costs \$		Equipment Costs \$	2	Materials Costs \$	
FIRE:	<u>Approved</u>	Denied	(list reason for denial)	Initial	yrd
No Services Required					
Labor Costs \$		Equipment Costs \$		Materials Costs \$	
HVA:	Approved	Denied	(list reason for denial)	Initial	
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial	JTB
Labor Costs \$	0	Equipment Costs \$		Materials Costs \$	
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial	MB
Class I – Low Hazard					
Class II – Moderate Hazard					
Class III – High Hazard					
Class IV – Severe Hazard					
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____					
APPROVED _____ NOT APPROVED _____ DATE _____					



Administrative Recommendation

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

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

To: Mayor & City Commission
 From: Paul J. Sincock, City Manager
 CC: S:\Manager\Sincock Files\Memorandum - PUD Zoning Change Saxtons Property Final Reading 07-01-20.docx
 Date: June 11, 2020
 RE: Jewell Maple (Saxton's) Development – Rezone to P.U.D. – Final Reading

Background

The City Commission is aware that a developer has been working to redevelop what is commonly known as the Saxton's Property located on Ann Arbor Trail going back to Maple Street. There is some additional property along Maple Street that will be a part of this development. The Saxton's property is owned by the City as is some vacant properties along Maple Street. In addition, the corner property on Deer and Maple is privately owned by the developer. The basic proposal is to develop 10 single family condominiums along Maple Street and to rehab the rectangle building, known as the Jewel Blaich building. The parking lot is not part of this plan and the City will retain ownership and will need to ultimately redevelop that property. There is also a very small narrow strip of the parking lot that is privately owned, with city ownership on both sides.

The Planning Commission, City Planner and City Building Staff and the Historical Commission have reviewed the plans through a series of public meetings with the developer and have come to a number of agreements. The Planned Unit Development Zoning is a special zoning district which allows the Developer and the City to come to agreements related to the final outcome of a development.

The City Commission will need to adopt the PUD Zoning with the final site plan as approved by the Planning Commission. Once that is adopted, then the City Commission will adopt a PUD Agreement with the Developer as a separate issue. This issue is solely a Zoning Change for the subject property to Planned Unit Development (PUD) for the mixed-use development to include the 10 single family condominiums and the rehabilitation of the Jewel Blaich Building.

We have attached extensive background material related to this matter, including a memorandum from John Buzuvis our Community Development Director, as well as the final site plan documents as adopted by the Planning Commission.

RECOMMENDATION:


The City Administration recommends that the City Commission adopt at its final reading the PUD Zoning for the project on the old Saxton's and related properties. If the City Commission adopts the Ordinance as presented, we will then be able to move to adopt the formal PUD Agreement between

the developer and the City, as well as amendments to the Purchase Agreement which will take into consideration all of the various details between the seller (City) and the buyer (developer).

All of the documents have been either prepared by or reviewed by the City Attorney's Office. 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 contact John Buzuvis or myself.

Administrative Recommendation

To: Paul J. Sincock, City Manager

From: John Buzuvis, Community Development Director 

CC: S:\Community Development\John\PUDs\2020

Date: 6/29/2020

Re: Jewell Maple (Saxtons) Development Rezoning to Planned Unit Development- Second Reading

BACKGROUND: As you are aware the City Commission completed the First Reading and approved the rezoning of what is commonly referred to as the Saxton's property to Planned Unit Development at their June 15, 2020 meeting. The City Commission is required to complete a second reading before the rezoning becomes official. Note that the Jewell Maple team received approval from the Planning Commission for a Planned Unit Development (PUD) on/at the properties located at 583 W. Ann Arbor Trail, 585 W. Ann Arbor Trail, 587 W. Ann Arbor Trail, 624 Maple St., 674 Maple St., and 686 Maple St. at the April 2020 Planning Commission meeting.

PUD designation/zoning is a tool used to allow for the reasonable development and/or redevelopment of a property into a project that meets the goals of the Master Plan and provides certain, defined, public benefits that would not be possible without the PUD designation. In exchange for the public benefit, in this case the rehabilitation of the Jewell Blaich building, certain deviations from zoning ordinances are agreed upon by the developer and the city.

The Jewell Maple project consists of the rehabilitation and adaptive reuse of the Jewell Blaich hall (rectangular two-story brick building) on the east side of the Saxton's property, and the construction of 10 (ten) attached single-family condominiums on Maple St. The conditions for approval from the Planning Commission are as follows:

- Jewell Blaich building receive final inspections and conform to all Historic District Commission Approvals before any townhomes are sold
- applicant to contribute to the City of Plymouth Tree fund for five (5) deciduous shade trees
- The height of the townhomes not to exceed 30' as determined by the Building Official using the requirements in the Zoning Ordinance
- City approval of access agreements and easements for required access to the townhomes
- Approved site plan amended to reflect requirements of Carlisle Wortman review dated April 1, 2020 (completed)

- City Engineer review site-plan for clear vision area at Deer/Maple St. (completed)
- Performance guarantee or bond worth 80% of the estimated rehabilitation cost for the Jewell Blaisch building be filed with the City

The conditions noted above are included in the Planned Unit Development Agreement, or the contract between the City and the Developer outlining the public benefits, deviations, conditions and responsibilities of each party, that the City Commission. This is a separate document that the City Commission will review at the same meeting as the second reading for the rezoning is completed. Generally, speaking the completion of the second reading and the review/approval of the PUD agreement will complete the PUD process for this project that require action by any elected and/or appointed boards of the City.

The properties located at 674 and 686 Maple St. are zoned O-1 Office, the parcel located at 624 Maple (currently the vacant parcel on Maple St. to the east of 674 Maple) is zoned R-1 Single Family Residential and the properties facing W. Ann Arbor Trail are zoned B-2 Central Business District. Assuming the City Commission approves the proposed rezoning after the at the conclusion of the second reading the Zoning Map would be amended to reflect that the parcels noted were rezoned to PUD Planned Unit Development.

The Final PUD (site plan) has been approved by the Planning Commission (with conditions noted above) and approved/accepted by the City Commission on June 15, 2020. The City Commission will need to complete a second reading of the proposed rezoning and adopt/approve the rezoning at the completion of the second reading before the rezoning becomes official.

Enclosed for your review is rendering of the project as well as the approved site-plan for your review. Additionally, enclosed is map of the proposed amendment to the zoning map from R-1, O-1, and B-2 to PUD.

RECOMMENDATION:

The administration recommends that the City of Plymouth City Commission review and approve the proposed amendment to the zoning map at the conclusion of the Second Reading

Please feel free to contact me prior to the meeting if you have any questions.

Resolution

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

WHEREAS The City Commission of the City of Plymouth has completed a First and Second Reading and review of the Final PUD plan and rezoning of the properties located at 583, 585, and 587 W. Ann Arbor Trail, and 624, 674, and 686 Maple St. from B-2 Central Business District, R-1 Single-Family Residential, and O-1 Office respectively from those zoning classifications to Planned Unit Development (PUD, and

WHEREAS The City Commission is aware that the Planning Commission held a Public Hearing at their September 2019 regular meeting, and approved the final site-plan and PUD at their April 2020 meeting, and

WHEREAS The Proposed Rezoning is supported by the Zoning Ordinance and is in alignment with the Future Land Use Map contained in the City's Master Plan, and

NOW BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve the rezoning of the properties located at 583, 585, and 587 W. Ann Arbor Trail, and 624, 674, and 686 Maple St. from their current zoning classifications to Planned Unit Development

NOW BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth does direct the administration to public the rezoning and corresponding amendment to the zoning map as required for the rezoning to take effect



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 - Renewal Lexipol Policy Subscription Service 07-06-20.docx
Date: June 26, 2020
RE: Lexipol Policy Subscription Service Renewal Fiscal 20 - 21

Background

The City Commission is aware that we spend a lot of time working on liability related issues. With any operation in our City there are three things that are critical to reducing our liability. Those are directly related to policy, training, and supervision. Without one of those elements the city is open to significant liability. Therefore, we annually do training specific to our Boards and Commissions, and this is why we have Bob give his "soup talk" annually. Each Department has several internal/operational policies that are reviewed for best practices, and for changes because of legal decisions. However, it is the Police Department where policy, training and supervision are critical to the safe, legal, and ethical operation. The police policies must meet the test of constitutionality and police best practices.

Our Department is small, and we do not have the internal resources for reviewing court cases and the potential impact on policies. By joining other Departments across the State through a subscription service allows us to stay on top of current court rulings and policy changes. Further, the City Commission places a high value on ensuring that our police officers have the most current standards as a part of our training programs. Therefore, over the past several years the City Commission has authorized funding for use of Lexipol Knowledge Management System as part of the training budget. This is a constantly updated online subscription service for policies, procedures, and best practices. In addition, the subscription forwards a daily training bulletin to every officer's email to help ensure that every officer is constantly aware of new case law or changes in policy.

To continue the use of the Lexipol service, the Commission will need to authorize a renewal subscription. This has been included as part of the 2020 - 21 Budget. This follows the Strategic Plan related to Service Infrastructure and more specifically, to the analysis of current public safety delivery systems and how do we improve upon our delivery methods.

The Lexipol Subscription is a sole vendor; however, due to the dollar amount of the contract we are required to seek City Commission approval for the expense. The cost of the contract is \$8,097.00 for the Fiscal 2020 - 21 year. It should be noted that in 2018 - 19 the subscription cost was \$8,486.00. We have attached a memorandum from Director of Public Safety Al Cox which will provide additional background on this authorization.

RECOMMENDATION:

The City Administration recommends that the City Commission authorize the purchase of the Lexipol Subscription Service in the amount of \$8,097.00. This is a budgeted item in the Police Department Budget. It is critical to the overall delivery of services that our Police Policies remain current with the law and best practices.

We have attached a proposed Resolution for the City Commission to consider regarding this matter. Should you have any questions regarding this matter please feel free to contact either Al or myself.

PLYMOUTH POLICE DEPARTMENT MEMORANDUM

TO: PAUL SINCOCK, CITY MANAGER
FROM: A.L. COX, DIRECTOR OF PUBLIC SAFETY *A.L. Cox*
SUBJECT: LEXIPOL, LLC SUBSCRIPTION
DATE: 6/26/2020

BACKGROUND

Since 2017, our Department has subscribed to the Lexipol Knowledge Management System. This is an online service to a Michigan based Law Enforcement Policy Manual of 150 policies. The manual is written by attorneys who know and are familiar with current Federal and Michigan statutes, case law and law enforcement best practices. The subscription provides the ability to customize policies and procedures to a department's operation, before pushing them out to officers and department members. Included in the subscription service is regular immediate notification of any statutory or case law updates that would affect the policies and procedures in such a way that would require an update/change to same. In addition, the subscription also includes Daily Training Bulletins in every officer's email that trains them to each policy. Immediate notification of changes in law provides a timelier update than the standard annual review.

RECOMMENDATION

Current comprehensive and defensible policy and procedure are critically important to the proper functioning of a police department. Lexipol provides an up to date template that will allow for quick implementation of required policy and procedure as well as assist us in moving toward State Accreditation. For this reason, I would like to request that the City Commission approve the continuation of an annual subscription to the Lexipol Knowledge Management System. The subscription rate for FY 20/21 is \$8,097.00 and the City Commission has already budgeted for same.

If you have any questions or concerns, please let me know. Thank you for your consideration.

RESOLUTION

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

WHEREAS The City of Plymouth operates a Police Department to help protect the public health, safety, and welfare, and

WHEREAS There is a need to ensure that the Department's policies are current and in line with current law and best practices, and

WHEREAS The City Administration has requested the use of the Lexipol Subscription Service to assist with the review of Department policies and procedures and this expense has been budgeted by the City Commission.

NOW THEREFORE BE IT RESOLVED That the City Commission of the City of Plymouth does hereby authorize the purchase of the Lexipol Subscription Service in the amount of \$8,097.00 for the City of Plymouth Police Department. Lexipol Subscription Service is a sole vendor and is recommended by the City Administration.



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 - PUD Agreement Jewell Maple Development for Saxtons Property 07-06-20.docx*
Date: June 18, 2020
RE: PUD Agreement Saxton's Property – Jewell Maple Development

Background

The City has been working with representatives of Jewell Maple Development, LLC on a Planned Unit Development project on what is commonly known as the Saxton's property. Jewell Maple Development, LLC has proposed to build 10 townhomes along Maple Street and then rehabilitate and restore the Jewell Blaich Building on Ann Arbor Trail into office space.

The City Commission will recall that there have been multiple proposals for the site that included a tear down of all buildings and a couple of versions of a proposed municipal parking lot. There were several proposals that were extensively reviewed by the City DDA and ultimately one proposal was accepted. However, after further review and other project difficulties, it became apparent that proposal would not be able to proceed and the City and developer parted ways. Finally, another developer came in with a proposal for a portion of the site to allow the City to preserve some municipal parking at that location. The City Commission entered into an exclusive Letter of Intent, followed by a Purchase Agreement and an extensive public review process.

The Developer has obtained all the necessary public board approvals from the Planning Commission and the Historic District Commission. Further, the City Commission has approved the Planned Unit Development Zoning (PUD) for the site.

This action is the Planned Unit Development (PUD) Agreement between Jewell Maple Development, LLC, and the City of Plymouth. Earlier on Monday night, the City Commission was expected to change the Zoning on the property to PUD and that Zoning calls for an Agreement between the City and Jewell Maple Development, LLC. This is that agreement that was worked out during the planning process and before the City Planning Commission. This agreement will be registered with the County Register of Deeds and placed as a "Deed Restriction" on the property. In short, if there are changes made to the property in the future, the ownership will have to come in to obtain an amendment to the PUD Agreement. This has occurred in the past with the Daisy Square Site.

The PUD Agreement is one of the steps necessary to help bring this project to the finish line.

RECOMMENDATION:

The City Administration recommends that the City Commission adopt the PUD Agreement with Jewel Maple Development, LLC. The agreement has been reviewed by the City Attorney's Office and this is one of the final steps in our approval processes for this development.

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

Administrative Recommendation

To: Paul J. Sincock, City Manager
From: John Buzuvis, Community Development Director 
CC: S:\Community Development\John\PUDs\2020
Date: 7/1/2020
Re: Jewell Maple Development (Saxton's) PUD Agreement

BACKGROUND: As you are aware the City Administration, Planning Commission and City Legal Team have been working with Jewell Maple Development for approximately a year on the Planned Unit Development (PUD) Project for the parcels located at 583 W. Ann Arbor Trail, 585 W. Ann Arbor Trail, 587 W. Ann Arbor Trail, 624 Maple, 674 Maple, and 686 Maple commonly referred to as the Saxton's property. The development team received preliminary PUD approval from the Planning Commission in October 2019 and Final PUD and Site-Plan approval at the April 2020 Planning Commission meeting. On June 15, 2020, the city Commission completed a First Reading of the rezoning of these parcels to PUD and approved the rezoning and accepted approved the final site-plan as presented. The City Commission has also completed (at this meeting) the Second Reading of the rezoning and approved the same, meaning the rezoning is "official."

The next step in the PUD process is for the City Commission and approve the Planned Unit Development Agreement which is the contract that memorializes the agreements made between the City and the Developer throughout the PUD process. The PUD Agreement is enclosed for your reference. The agreement details the responsibilities of the City and Developer, includes the conditions for approval of the project as required by the Planning Commission in their final approvals as well as myriad other legal and project related details. The agreement outlines construction sequencing and timelines, site cleanliness issues, and contains the necessary access agreements and easements between the City and the Developer as for project completion and functioning.

Please note that this agreement has been extensively reviewed by the City and development legal teams with feedback and contributions from the City Administration.

The PUD zoning for this property was an efficient way to rezone the property, allow for some deviations to density, setback, etc. approve the site-plan and include certain public benefits. The zoning deviations and public benefits are detailed in this document and have been approved as part of the final site-plan/rezoning by the City Commission as well.

RECOMMENDATION:

The Administration recommends that the City of Plymouth City Commission review and approve the enclosed PUD Agreement inclusive of the easements/access agreements contained within the same with Jewell Maple LLC for the property commonly referred to as the Saxton's Property. The Administration further recommends the City Commission authorize the Mayor and City Clerk to execute (sign) the agreement on behalf of the City.

Please feel free to contact me prior to the meeting if you have any questions.

CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN
PLANNED UNIT DEVELOPMENT AGREEMENT

THIS **PLANNED UNIT DEVELOPMENT AGREEMENT** (the "PUD Agreement" or "Agreement") is made and entered into on this ____ day of July, 2020, by **JEWELL MAPLE DEVELOPMENT, LLC**, a Michigan limited liability company, whose address is 101 N. Main Street, Suite 350, Ann Arbor, Michigan 48104 ("Developer"), and the **CITY OF PLYMOUTH**, a Michigan municipal corporation, with its principal address at 201 S. Main Street, Plymouth, Michigan 48170 (referred to as "City").

RECITALS:

A. Developer and City entered into a Purchase Agreement dated January 21, 2020, as amended (the "Purchase Agreement"), wherein Developer has the right to acquire certain real property consisting of approximately .83 acres situated in the City of Plymouth, County of Wayne, and State of Michigan, more particularly described as **Parcel 1 and Parcel 2** on attached **Exhibit A** and commonly known as 583 W. Ann Arbor Trail, 585 W. Ann Arbor Trail, 587 W. Ann Arbor Trail, 674 Maple, and 624 Maple (collectively the "Purchased Property" and together with part of the property located at 686 Maple, which approximately .12 acres, owned by an affiliate of Developer and described as **Parcel 3** on attached **Exhibit A**, the "Property").

B. Developer desires to (1) rehabilitate the exterior of the building located at 583 and 585 W. Ann Arbor Trail ("Jewell Blaich Building"), as approved by the Historic District Commission and (2) construct ten (10) attached, for sale, townhomes on the property now commonly known as 686 Maple, 674 Maple, and 624 Maple ("Townhome Property"), and (3) all related infrastructure improvements and amenities on the Property, all of the forgoing sometimes referred to as the "Jewell Maple Development" (collectively, the "Project").

C. Developer desires to develop the Property as a planned unit development ("PUD") in accordance with the provisions of the City's Zoning Ordinance (the "Zoning Ordinance") entitled "Planned Unit Development," being Article XXIV of the Zoning Ordinance.

D. Developer submitted a preliminary PUD plan (the "Preliminary PUD Plan") for review and approval by the City and its planner, Carlisle Wortman Associates, Inc. (the "City Planner"), which was reviewed by the Planning Commission at its meeting on August 14, 2019.

Planner”), which was reviewed by the Planning Commission at its meeting on August 14, 2019. Thereafter, on September 11, 2019, the City’s Planning Commission held a public hearing to discuss the Project. The Planning Commission approved the Preliminary PUD Plan on October 9, 2019.

E. On April 8, 2020 the Planning Commission, in strict compliance with the Zoning Ordinance and with Act 110 of the Public Acts of 2006, as amended, approved the final PUD plan, with conditions, as attached hereto as **Exhibit B** (as approved, the “Final PUD Plan”), finding that such approval properly achieved the purposes of the Zoning Ordinance, including the encouragement of innovation in land use, consistent with the goals and policies of the City’s Master Plan, the long-term protection of historic structures, the promotion of efficient provision of public services and utilities, is in harmony with the zoning district in which it is situated, and shall not be detrimental to the adjoining zoning districts, the reduction of adverse traffic impacts, and the provision of adequate housing and employment.

F. The City Commission has found and concluded that the uses and future development plans and conditions shown on the approved Final PUD Plan, with modifications as may be approved by the City Commission, for the Project are reasonable and promote the public health, safety and welfare of the City, and that they are consistent with the plans and objectives of the City and consistent with surrounding uses of land.

G. The City Commission approved the Final PUD Plan on July _____, 2020 (the “Effective Date”).

NOW, THEREFORE, Developer and City, for valuable consideration acknowledged between the parties and the mutual promises and covenants contained in this PUD Agreement, **HEREBY AGREE AS FOLLOWS:**

**ARTICLE I
GENERAL TERMS OF AGREEMENT**

- 1.1 The City and Developer acknowledge and represent that the recitations set forth above are true, accurate and binding.
- 1.2 The City acknowledges and represents that this Agreement may be relied upon for future land use and development of the Property by Developer’s successors, assigns and transferees, as allowed by law and so long as the Developer is in compliance with the terms and conditions of this Agreement and no Developer Default (as defined) is continuing beyond any applicable notice and cure period.
- 1.3 The Final PUD Plan for the Property has been duly approved by the City in accordance with all applicable City ordinances, and depicts the land uses which will be permitted and which may be developed on the Property. All formal actions necessary or expedient to carry out this Agreement shall be taken by the parties without undue delay.

- 1.4 Except as specifically provided for in this Agreement, all development and improvement of the Property shall be subject to and in accordance with all applicable Zoning Ordinance requirements. However, at the time of review of respective site plans for the development of various phases of the Project, deviations or modifications from ordinance regulations have, or may be, agreed upon, subject to the terms and conditions of this PUD Agreement and the City of Plymouth Zoning Ordinances, including, but not limited to, Section 78-318, in which event, such approved deviations shall control.
- 1.5 The Preliminary PUD Plan and the Final PUD Plan shall collectively be referred to herein as the "PUD Plan." All references in this Agreement to zoning ordinances shall be deemed to refer to the zoning ordinances in effect as of the date of this Agreement. The Project shall not be subject to any additional zoning requirements contained in any amendment or additions to the zoning ordinances that conflict with the provisions of this Agreement and the PUD Plan, provided that all construction and development is completed in compliance with this PUD Agreement and the PUD Plan. For the avoidance of doubt, in the event of any conflict between the Preliminary and Final PUD Plan, the Final PUD is deemed to control. For further avoidance of doubt and notwithstanding that the City owned parking lot is depicted on the PUD Plan, the City owned parking lot is not part of the PUD Plan and Developer and its successors and assigns have no rights or obligations established under this Agreement with respect to such parking lot, except with respect to the access drive in accordance with the Deer Street Access and Maintenance Easement (as herein defined in Section 5.1).
- 1.6 The PUD Plan for the Property identifies the location and configuration of the authorized land-uses that may be developed on the Property, or those that must remain undeveloped.
 - 1.6.1 Developer shall not be entitled to make a modification which increases the impact upon adjoining properties or facilities without the approval of City as provided by City Ordinance Sec. 78-318.
 - 1.6.2 In those instances in which Developer desires to obtain a modification of the PUD Plan for the Property, any such modification or deviation must be done in accordance with the City of Plymouth Zoning Ordinances, including, but not limited to, Section 78-318. Minor modifications of the PUD Plan may be approved administratively in accordance with Section 78-318 of the Zoning Ordinance.
- 1.7 Notwithstanding the execution and delivery of this Agreement, the parties acknowledge and agree that (a) the City and the Developer's rights, duties, obligations, and liabilities are contingent upon the Developer purchasing the Purchased Property from the City at the closing under the Purchase Agreement (the "Closing") notwithstanding the "Effective Date" provided for in this Agreement, (b) if the Closing does not occur under the Purchase Agreement for any reason, other than a default by the City under the terms of the Purchase Agreement, then this Agreement will be null and void and of no further force and effect and (c) in such event, at the request of either party, the other party will

join in the execution and delivery of a written acknowledgment confirming the termination of this Agreement.

**ARTICLE II
LAND USE AUTHORIZATION AND STANDARDS FOR THE PROPERTY**

- 2.1 The PUD Plan reflects the change in the zoning for the Property from B-2 Central Business District, O-1 Office 1, and R-1 Single Family Residential to Planned Unit Development and constitutes a land use authorization for the following uses, as set forth on the PUD Plan for the Property:
- MU- Mixed Use Including Commercial and Residential
- 2.2 The number of residential units to be permitted on the Townhome Property shall be as follows (all as shown on the PUD Plan for the Property):
- Ten (10) Attached Single-Family Condominium Townhomes
- 2.3 The Property shall only be used for the purposes stated in Sections 2.1 and 2.2 above, including such amenities as may be constructed by Developer in accordance with the Final PUD Plan, including but not limited to, (a) demolish and remove the structure commonly known as the Saxton’s Building and located adjacent to the Jewell Blaich Building; (b) refurbish the exterior of the Jewell Blaich Building in accordance with approvals given by the City of Plymouth Historic District Commission; (c) demolish and remove the single family residences located at 686 Maple and 674 Maple; (d) construct ten (10) single-family attached residential dwellings along Maple St.; and (e) construct and install storm water detention; landscaping; lighting; and related infrastructure and utilities as depicted on the PUD Plan.
- 2.4 Additional specifications applicable to the Project, as approved in the PUD Plan, and to be provided by the Developer are:

ENTIRE PROJECT

Site Area	.97+/- acres
-----------	--------------

SINGLE FAMILY ATTACHED RESIDENTIAL

Setbacks:	Front	33 feet (Maple Street) 23.5 feet (Deer Street)
	Side (least one)	10 feet (east property line)
	Rear	+50 feet
Parking	Regular	6 Spaces for Jewell Blaich Building
	Barrier-free	1 Space
	Town Houses	20 Garage Spaces

- 2.5 The PUD Plan approved by the City permits the following deviations from the Zoning Ordinance:

- (a) Provides density of ten (10) units (nine (9) allowed by Zoning Ordinance);
- (b) Provides a two and one-half foot (2.5') side yard setback on the east property line (ten foot (10') setback required by Zoning Ordinance);
- (c) Provides 1,800 square feet of greenspace (4,500 square feet of green space required by Zoning Ordinance);
- (d) Provides a ten foot (10') landscape strip provided on northern townhome boundaries (fifteen foot (15') landscape strip required by Zoning Ordinance); and
- (e) Allows a clear vision deviation on the southeast corner of Townhome Property (to be addressed through Developer's submitted landscape plan), as approved by the City Engineer.

The above deviations have been approved the City and are permitted as shown by the Developer on the PUD Plan.

ARTICLE III LANDSCAPING AND BUILDING IMPROVEMENTS

- 3.1 Developer shall be responsible for installing and maintaining all landscaping on the Project in accordance with the approved PUD Plan (recognizing that the construction of the Project may occur in phases). Developer shall also be responsible for removing any debris that is deposited in the landscape areas of the Project and shall maintain such areas to ensure that they are free of trash, rubbish or unsightly weeds.
- 3.2 City acknowledges that the landscaping plan shown and included in the PUD Plan is acceptable and considered approved, subject to approval by City Engineer, for clear vision area at the southwest corner of the Townhome Property.
- 3.3 Trash, yard waste and recycling removal shall be handled pursuant to private collection for both the Jewell Blaich Building and the Townhome Property and emptied and disposed of at the responsibility and expense of the Developer.
- 3.4 At the time the Developer has commenced construction and prior to the acquisition of building permits for the Townhome Property the following must be completed and/or provided by the Developer:
 - (a) The Warranty Deed from Developer (or its affiliates) to the City in the form attached hereto as Exhibit C (the "686 Maple Deed") for that portion of property currently part of 686 Maple comprising approximately .02 acres that is needed, pursuant to the approved PUD Plan, for the Deer Street Access and Maintenance Easement (as herein defined in Section 5.1). The 686 Maple Deed will be executed and delivered to the title company conducting the Closing in escrow and

such conveyance by the Developer (or its affiliates) shall be in a form acceptable to the City and at no cost to the City (including survey and title insurance), except the City agrees to process the lot division request of Developer, without charge, upon submission of the required application and surveys by Developer);

- (b) The Deer Street Access and Maintenance Easement (as herein defined in Section 5.1 and attached as **Exhibit D** and executed and delivered to the title company conducting the Closing in escrow) must be recorded with the Wayne County Register of Deeds;
- (c) Jewell Blaich Building to pass all required final inspections on the exterior including inspections to confirm adherence to historic rehabilitation work as presented and approved by the City of Plymouth Historic District Commission;
- (d) Posting and keeping in effect all guarantees (bond, letter of credit, cash or certified check) as requested by the City to cover all improvements not normally covered by the building permit and as stated in Section 78-374(a)(4); and
- (e) Proof of execution of any easements necessary for operation of the Project with the City of Plymouth and, if necessary, Wayne County.

Notwithstanding the foregoing, the site improvements, infrastructure and public amenities may be constructed in phases as shown on the PUD Plan. Accordingly, the issuance of building permits, construction of buildings, and issuance of individual certificates of occupancy for each building or townhome on the Townhome Property may occur in sub-phases allowing for staged sequencing, and allowing for the Developer to sell individual townhome units of the Townhome Property and allowing for residents to move in and occupy townhomes as such townhomes are completed. Any guarantees as required under Section 78-374(a)(4) or other bonds required by the City for the Townhome Property construction shall not be released, at the option of City, until all construction is completed, inspections completed, and Developer obtains City certificates of occupancy for each and every townhome unit constructed on the Townhome Property.

ARTICLE IV UTILITIES AND SITE IMPROVEMENTS

- 4.1 The Developer acknowledges that development of the Townhome Property will require a storm water facilities sufficient to handle storm water drainage in accordance with all City Ordinances, policies and/or requirements. The Developer agrees, at its sole cost and expense, to perform all engineering work, prepare all engineering plans and, as part of the construction of the site improvements, construct all storm water lines, facilities and all sanitary sewer lines, connectors, interceptors and facilities necessary to facilitate development of the site improvements by the Developer. The Developer shall be financially responsible for the design and construction of the stormwater detention facilities within the Townhome Property as shown on the PUD Plan. Developer, its successors and assigns (including the Association with respect to the Townhome

Property), shall have the obligation of maintaining the internal stormwater drainage system and provide proof of the same to the City and/or County, as applicable, annually upon request. To evidence such maintenance obligations, Developer shall execute and deliver a separate Stormwater Maintenance Agreement, in mutually acceptable recordable form to be approved and accepted by the City. Should the Developer, its successors, and assigns fail to maintain the system as required by the Stormwater Maintenance Agreement, the City shall have the rights and remedies set forth in the Stormwater Maintenance Agreement. The provisions of the Stormwater Maintenance Agreement may be incorporated in the master deed or other condominium documents for the Townhome Property.

- 4.2 Each principal and accessory building within the Project intended for occupancy shall be connected to public water and sanitary sewer systems, subject to applicable government approvals. Easements for maintenance, repair and replacement shall be granted by the Developer to the appropriate agencies as necessary, and the water and sanitary sewer systems shall be accessible for such purposes, including the provision of ingress and egress. Necessary restoration of the common areas, internal drives, sidewalks etc. resulting from repair of any public utility shall be the responsibility of the Developer, its successors and assigns (including, without limitation, the Association with respect to the Townhome Property). Failure to complete such restoration shall be addressed by the City in the manner provided in Section 5.4 of this Agreement. The fees for water connection and sewer connection shall be paid by the Developer at the prevailing rate and in the customary manner, at the time of application for a building permit(s) for each building shown on the PUD Plan with respect to the Townhome Property.
- 4.3 The Developer shall determine whether all lines, systems and facilities for water, storm water, sanitary sewer, gas, electricity, telephone, cable, communications and all other utilities (collectively "Utility Lines") are of sufficient size and capacity for the development of the Project. During the construction of the Project, the Developer shall construct, improve, expand or otherwise install all Utility Lines of sufficient and adequate size and capacity at the sole cost and expense of the Developer, subject to approval by the City. To the extent practicable and/or as approved by the City, all electric, natural gas, telephone, cable, water, sewer and other utility and communication systems shall be placed underground in accordance with the requirements of the applicable utility provider and applicable State, local and Federal laws. Easements for maintenance, repair and replacement shall be granted by the Developer as requested or as necessary to the appropriate utility providers, including the provision of ingress and egress.
- 4.4 Developer shall provide a complete exterior lighting system for the Project, including and wall-mounted fixtures, in the size, location and type as shown on the PUD Plan. Developer shall also provide a photometric analysis of all property lines to ensure reasonable light levels at the Property lines. This exterior lighting plan and analysis has already been approved by the City (or its consultants).

- 4.5 Project signage was not provided on the PUD Plan. Any identification and building signs for the Project must be applied for and approved by the City or the City Planner, in the usual manner, and must meet the requirements of the applicable Zoning Ordinances.
- 4.6 Developer shall acquire and pay for all necessary building permits required by the City for development of the Townhome Property and renovation of the Jewell-Blaich Building. The Developer's construction drawings and plans shall comply with all City ordinances and requirements including, but not limited to, review and approval by the City's Engineer and Building Departments.

ARTICLE V ROADS, DRIVES AND SIDEWALKS

- 5.1 Upon ten (10) days prior written notice from the Developer to the City (the "Easement Notice"), the City and the Developer will execute and deliver that certain access easements with respect to access to the Townhome Property from Deer Street in the form attached hereto as **Exhibit D** (the "Deer Street Access and Maintenance Easement"). The Developer acknowledges and agrees that the City's obligation to execute and deliver the Access Easement is conditioned upon (a) the Developer causing 686 Maple, LLC to deliver to the City the 686 Maple Deed (the "Deeded Land") and (b) evidence that the Deeded Land has been split from the 686 Maple tax parcel and combined with the parking lot parcel owned by the City as reflected in the PUD Plan. The Developer shall submit a complete application and pay to the City the appropriate fee for said tax/parcel split and comply with Ordinance requirements. The City agrees to reasonably cooperate with such tax/parcel split and combination, without charge to process the application only. The Developer agrees to provide the Easement Notice no later than thirty (30) days prior to the anticipated commencement of physical construction of townhome building to be located on the Townhome Property and/or issuance of building permits, which, for avoidance of doubt, the "physical construction of townhome building" does not include taking any actions described in Section 6.1.4 (a), (b) or (c) or creating "green space" on the Townhome Property.
- 5.2 A system of private internal drives and sidewalks shall be established on the Townhome Property as shown on the PUD Plan. Except as otherwise provided in the Access Easement, maintenance and repair of all internal drives, and sidewalks shall be the obligation of the Developer or its successors or assigns. All internal private drives, and sidewalks located within the Townhome Property shall meet the requirements of the PUD Plan and this Agreement. All internal drives and sidewalks located within the Townhome Property shall be maintained, by the Developer or its successors or assigns, in good condition on a regular basis to maximize the useful life of the drives and sidewalks, and to minimize repair and replacement costs.
- 5.3 Developer, or its successor or assigns, shall be subject to the enforcement rights of the City as described in Section 5.4 herein, to assure that the Developer or its successor or assigns, carries out its responsibilities with regard to ongoing maintenance, repair and replacement of the sidewalks and drives within the Townhome Property. The layout,

configuration and geometrics of the internal drives and sidewalks shall be shown on the PUD Plan located within the Townhome Property. Such internal drives, sidewalks, and pathways located within the Townhome Property shall not be considered public roads and/or sidewalks and pathways as defined in the Zoning Ordinances and shall not be designated Rights-of-Way.

- 5.4 In the event that the Developer or its successor or assigns, at any time fail to carry out its responsibilities in regard to restoration, maintenance, repair, and replacement of the private internal drives and sidewalks within the Townhome Property, the City may serve written notice upon the Developer, its successor or assigns (including the Association after the transitional control date), as applicable, setting forth the deficiencies in maintenance, repair or replacement. The notice shall also set forth any demand that the deficiencies be cured within a stated reasonable time period and the date, time, and place for a hearing before the City Commission, or such other board, body, or official delegated by the City Commission, for the purpose of allowing the violating party an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following the hearing described above, the City Commission, or such other board, body, or official designated to conduct the hearing, determines that the maintenance, repair or replacement have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Townhome Property, or cause its agents or contractors to enter upon the Townhome Property, and perform such maintenance, repair or replacement as reasonably found by the City to be appropriate in accordance with the terms of this Agreement. The City's costs of performing any such maintenance or cure, together with a surcharge equal to twenty-five percent (25%) to cover administrative costs, shall be assessed to the owner of the Townhome Property at the time such maintenance or cure is performed, placed on the next City tax roll as a special assessment, and collected in the same manner as general property taxes.
- 5.5 Developer, its successors and assigns, hereby irrevocably waive any and all claims of interest, entitlement or right or ability to use the municipal parking lot owned by City adjacent to the Jewell-Blaich Building and the Townhome Property provided the invitees and patrons of the Jewell-Blaich Building can use the municipal parking lot for parking purposes in common with other users, subject to observance of all City ordinances, rules and regulations concerning said parking lot, as well as payment of all charges or fees for usage of the parking lot (applicable to all users), so long the City continues to use such property as a municipal parking lot. Developer, its successors and assigns, acknowledge that the City has the right, in its sole discretion, to change the use, reduce the size, or sell all or part of the municipal parking lot in the future, as well as any other actions within its authority and as owner, and hereby releases and holds harmless the City from any aforementioned claims and any claims for damages or loss related thereto.

**ARTICLE VI
DEVELOPMENT AND CONSTRUCTION OF THE PROJECT**

- 6.1 Commencement of Construction. Developer shall commence construction and related improvements for the two (2) primary components of the Project being the Jewell Blaich Building and Townhome Property, pursuant to the PUD Plan and all City approved construction plans and subject to issuance of building permits, as follows:
- (a) With respect to the Jewell Blaich Building, no later than one (1) year from the Effective Date of this PUD Agreement; and
 - (b) With respect to the development of the Townhome Property, no later than the eighteen (18) months from the Effective Date of this PUD Agreement.
- 6.1.1 If the Developer fails to commence construction on the Jewell Blaich Building by the deadline stated in Section 6.1(a) above, the Developer may request an extension for a specified period of time, not to exceed one (1) year, to the Planning Commission, pursuant to Section 78-316(b).
- 6.1.2 If the Developer fails to commence construction on the Townhome Property by the deadline stated in Section 6.1(a) above, the Developer may request an extension of time, not to exceed one (1) year, from the City Commission. Such request of the Developer shall be made in writing prior to the deadline. In order for the City Commission to consider and approve the extension request for the Townhome Property, the following conditions shall exist:
- (a) The Developer shall have commenced construction of the Jewell Blaich Building and shall have completed or be diligently pursuing completion thereof;
 - (b) The Developer is not in default under the PUD Agreement;
 - (c) The Developer shall pay the City an extension fee of Ten Thousand and 00/100 Dollars (\$10,000.00);
 - (d) The Developer shall state, in writing, the reasons and good cause for the City granting the extension request; and
 - (e) The existing homes at 686 Maple and 674 Maple have been previously demolished, lots cleared, and areas have been seeded.

- 6.1.3 The commencement of construction for the Jewell Blaich Building means the date on which construction of exterior improvements to the Jewell Blaich Building are actually commenced.
- 6.1.4 The commencement of construction on the Townhome Property means the date the last of the following is actually commenced:
- (a) Demolishing the existing homes at 686 Maple and 674 Maple, clearing such lots and seeding such areas;
 - (b) Fencing and other security measures required by this PUD Agreement;
 - (c) Clearing, grading, land balancing and staking for building foundation; or
 - (d) Actual construction of the site improvements.
- 6.1.5 Upon verification the construction of the Jewell Blaich Building has commenced, upon application by the Developer, the City shall issue a certificate of construction commencement for the Jewell Blaich Building only (a "Jewell Blaich Building Commencement Certificate").
- 6.1.6 Upon verification the construction on the Townhome Property has commenced, the City, upon application by the Developer, shall issue a certificate of construction commencement for the Townhome Property only (a "Townhome Property Commencement Certificate").
- 6.1.7 Upon commencement of construction for each of the two (2) phases of the Project, the Developer shall prosecute construction of that phase with due diligence and shall not permit construction to cease or be halted for more than fifteen (15) consecutive days unless due to an "event of force majeure" (as herein defined).
- 6.2 Construction Quality and Construction Liens. The Developer shall construct all improvements on the Property in a good and workmanlike manner. The improvements shall be constructed free of all liens, except the lien of any lender provided construction financing to the Project to the Developer (the "Construction Lender"), any lender providing permanent financing to the Developer or to any individual owner of a townhome unit in the Townhome Property (a "Permanent Lender"), current taxes and special assessments ("Permitted Liens"). Any construction liens or other liens (other than Permitted Liens) shall be released or discharged by the Developer, or its successors or assigns within thirty (30) days of the date filed by either recording a discharge of lien, filing a statutory bond for the removal of the lien, or insuring over the lien with a title company reasonably acceptable to the City or otherwise addressed in a manner reasonably acceptable to the City.
- 6.3 Construction Schedule and Progress Reports. Prior to the commencement of construction

on the Jewell Blaich Building or the Townhome Property respectively, the Developer shall submit a construction schedule to the City, and shall obtain necessary approvals from the City relative to Developer's plans to provide temporary protective measures for surrounding properties, enclosure of the Property for construction activities, usage, staging any request for closure of any roads adjacent to the Property, and similar construction matters as reasonably requested by the City to the extent not otherwise included in the PUD Plan or this Agreement. The Developer shall provide the City, as appropriate, with any modifications or changes to the foregoing, which changes and modifications shall be subject to the reasonable approval of the City, as appropriate.

6.4 Insurance. Until the completion of construction of the Jewell Blaich Building and the Townhome Property, the Developer shall procure and maintain in full force and effect the insurance coverages specified in this Section, provide the City with certificates of insurance and upon written request of the City, copies of all policies, amendments and renewals, and include the City, elected and appointed officers/officials, its employees and representatives as additional insureds, and require that all policies not be cancelled, modified or reduced without at least thirty (30) days prior written notice to the City, with deductibles and amounts reasonably approved by the City, if such deductibles and amounts satisfy the requirements of the Construction Lender, and issued by insurance companies licensed to do business in the State of Michigan reasonably approved by the City. All certificates of insurance and requested policies of insurance required under this Section shall be supplied to the City at least fifteen (15) days prior to the commencement of construction and all renewal policies shall be provided to the City fifteen (15) days prior to the expiration of the current policies.

6.4.1 During the construction period and until completion of construction, the Developer shall carry Commercial General Liability insurance on an "Occurrence Basis" with limits of liability of not less than Three Million (\$3,000,000) Dollars (including any umbrella coverage) per occurrence and/or aggregate combined single limit, for personal injury, death, bodily injury or property damage. Such insurance shall cover both on-site and offsite areas, including any construction staging or material storage areas. The insurance coverage shall include subsequent claims based upon events occurring during the construction period. The insurance coverage may be provided by blanket insurance provided such insurance provides for the payment of a scheduled amount of insurance for the Project which cannot be reduced or affected by losses in connection with other properties and the terms and conditions for such blanket insurance are reasonably acceptable to the City. The Developer shall provide the City with copies of all relevant portions of such blanket insurance applicable to the Project, including provisions regarding coverage and exclusions of coverage for the insurance initially procured and all renewals thereof, such blanket insurance shall name the City as additional insured and otherwise comply with the requirements of this Section. The insurance coverage shall include, by way of extension or endorsements, the following: (a) Contractual Liability, (b) Products and Completed Operations, (c) Independent Contractors Covered, (d) Form General Liability extensions or equivalent, and (e) deletion of all Explosion, Collapse and

Underground Exclusions.

- 6.4.2 The Developer shall carry, and shall require all contractors and subcontractors to carry, Workers Compensation insurance, including Employer's Liability coverage in the statutory amounts required under Michigan law.
- 6.4.3 At all times during the construction of the Project, the Developer shall carry a Builder's Risk policy, the Developer shall maintain in full force and effect an "All Risk of Physical Loss" policy insuring the Project against fire, vandalism, malicious mischief, earthquake, and such other perils covered by the broadest form of extended coverage available in the amount of the full replacement value of the improvements for any such component and such insurance policy shall include an endorsement naming the City as an additional insured, as its interest may appear. It is the intent of the Parties that the City shall be entitled to the benefit of such insurance in the event the Property reverts to the City pursuant to ARTICLE VII hereunder. The Developer shall use commercially reasonable efforts to obtain the agreement of any Construction Lender or Permanent Lender to use the proceeds of such insurance for rebuilding subject to normal and customary provisions.
- 6.4.4 The Developer or the Developer's contractor operating motor vehicles in connection with the Project shall carry Motor Vehicle Liability insurance, including Michigan no-fault coverages with minimum limits of Two Million (\$2,000,000) Dollars per occurrence, combined single-limit for bodily injury and property damage. The insurance coverage shall include all owned, non-owned and hired vehicles.
- 6.6 Bonds. The Developer shall secure and deliver to the City all bonds required by the City Ordinances for the issuance of building permits for such improvements, which bonds will be under terms and amounts consistent with the City Ordinances.
- 6.7 Construction Traffic. The Developer shall route all construction traffic to and from the Project along routes set forth in the staging plan (including any modifications) reasonably approved from time to time by the City, and shall abide by all requirements imposed by the City with regard to construction traffic and use commercially reasonable efforts to require all parties involved in construction activities to obey all posted speed limits, warning signs and all traffic and safety laws, ordinances and regulations.
- 6.8 Compliance with Laws. The Developer shall comply with all Laws and all City Ordinances applicable to the construction, ownership, maintenance, operation and use of the Project.
- 6.9 Site Security. During the course of any construction, the Developer shall adequately secure the Property twenty-four (24) hours a day to safeguard and protect the Property from theft and damage and persons from personal injury or death. After commencement of construction and during any active period of construction, the Developer shall fence

the entire perimeter of the Jewell Blach Building or Townhome Property with chain link fencing with a height of six (6) feet as required by the approved staging plan. The Developer shall use commercially reasonable efforts to minimize and control dust and blowing debris from being generated at the Property. The Developer shall periodically remove refuse from and maintain the Property in sanitary and sightly condition. The Developer shall not permit grass and weeds to grow more than six inches in height. The Developer shall maintain, repair and clean all private walkways and areas open to the public on the Property.

- 6.10 Protection of Neighboring Properties. The Developer shall use commercially reasonable efforts to conduct construction activities with minimal disruption to residents and owners of property neighboring the Project including, but not limited to, damage or injury, restriction or limitations of access, noise, vibration, interruption of utilities and related matters. Prior to commencing such construction, the Developer shall take commercially reasonable efforts to cause the construction activities to be adequately and continuously screened from neighboring properties so that the movement of wind-blown debris, dust and soil onto neighboring properties is minimized and controlled. During all periods of construction of the Project, Developer shall “street sweep” the adjacent streets to the Project, as needed to keep such streets clear of debris and dirt. Public sidewalks adjacent to or within the Project shall remain open and free of debris and dirt; provided temporary closures, as approved by the City, will be permitted solely as necessary to protect the pedestrians on such sidewalks..
- 6.11 Indemnity. The Developer hereby indemnifies, defends and holds the City and its elected and appointed officials, employees and volunteers, attorneys, consultants and advisors, agents and representatives (“Indemnified Parties”) harmless from and against any and all claims, causes of action, in law or in equity, suits, arbitrations, administrative or governmental proceedings, demands, rights, contracts, agreements, promises, liens, encumbrances, liabilities, personal injuries and deaths, damages, losses, costs or expenses of any nature whatsoever (collectively “Indemnified Claims”) which may be imposed upon, incurred by or asserted against the Indemnified Parties arising out of the construction, ownership, maintenance and operation of the Project by the Developer, any violations of Laws or City Ordinances by the Developer or any failure of the Developer to comply with the provisions of this PUD Agreement. Notwithstanding the foregoing, this Indemnity shall not apply to Indemnified Claims resulting from the ultra vires acts of City officials and employees based on willful and intentional conduct, which is arbitrary and capricious and constitutes bad faith.
- 6.12 Streetscape Improvements. The Developer, at its sole cost and expense, shall repair (mill and cap) any areas of Maple Street adjacent to the Townhome Property and the sidewalk adjacent to the Townhome Property that, in each case, are damaged by Developer in connection with its construction activities. Developer shall fully restore any damage to Maple Street and all sidewalks adjacent to the Project to the satisfaction of City, as a result of any work of the Developer in connection with the Project.

- 6.13 Taxes and Assessments. From and after the Closing, the Developer, its successors and assigns, shall pay on or before the date by which penalties are assessed, all real estate taxes and special assessments levied against those portions of the Property owned respectively, by the Developer, its successors and assigns.
- 6.14 Developer Obligations. All obligations of the Developer under this Article VI shall remain in full force and effect concerning the Project during any period in which any phase of the Project is under construction.
- 6.15 Temporary Construction Easement. The City grants Developer a temporary construction easement (the "Temporary Construction Easement") in, under, over and across that portion of the City's property described and defined as the "Temporary Easement Area" (as defined below) for the purpose of providing access to the Developer and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, and workers in connection the construction of the townhomes on the Townhome Property, including the staging, storage, transport, and stockpiling of construction materials, soil, equipment and vehicles. The Temporary Construction Easement shall commence upon written request of the Developer to the City at such time as the Developer is ready to commence with construction of the townhomes on the Townhome Property and will continue for so long as construction is actively progressing, but in no event will the Temporary Construction Easement continue for a period in excess of ninety (90) days. Developer shall fence the Temporary Easement Area in a manner consistent with Section 6.9 of this Agreement during the period the Temporary Construction Easement is used and at the expiration of the Temporary Construction Easement shall restore the Construction Easement Area, as required by the City, such Construction Easement Area. City may require issuance of a guarantee pursuant to Section 78-374(a)(4) for such restoration. The Temporary Easement Area is subject to the terms and conditions of this Agreement including, but not limited to, the insurance coverage (Section 6.4) and site security (Section 6.9) and indemnification (Section 6.11). For the purposes of this Agreement, "Temporary Easement Area" means that area depicted on **Exhibit E**.

ARTICLE VII EVENTS OF DEFAULT AND REMEDIES

- 7.1 Default by Developer. Each of the following shall constitute a default ("Developer Default") of the Developer under this PUD Agreement, after giving effect to any applicable notice and cure periods identified:
- 7.1.1 Subject to a force majeure event after the commencement of construction, if the Developer fails, following written notice from the City, to adequately address delays in the Construction Schedule set forth in Section 6.1, as the same may be modified pursuant to Section 6.4.
- 7.1.2 The Developer fails to discharge or address any lien as required by Section 6.2 (which, for avoidance of doubt does not include a Permitted Lien) and such failure remains uncured for thirty (30) days following written notice by the City.

- 7.1.3 The Developer fails to procure and maintain in full force and effect the insurance required by Section 6.5, unless such failure involves only terms and conditions of the policies (other than required insurance amounts, deductibles and coverages) to which the City have provided written objection, in which event the Developer has failed to cure such objections within thirty (30) days after written notice by the City.
- 7.1.4 The Developer fails to pay all real estate taxes and special assessments as required by Section 6.13, defaults on payment to the City of any invoice fees, permit fees, guarantees or bonds for a period of thirty (30) days after written notice from the City, or defaults under of this Agreement or any other contract with the City entered into pursuant to City Charter Section 5.17(a) for a period of thirty (30) days after written notice from the City.
- 7.1.5 In the event the Developer makes any assignment or transfer in violation of ARTICLE VIII.
- 7.1.6 The Developer ceases doing business, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy or for reorganization, files an answer admitting the allegations in any creditor-filed petition for bankruptcy or reorganization, applies for or permits the appointment of a receiver, fails to have any bankruptcy, reorganization or liquidation proceedings instituted against it dismissed within sixty (60) days of filing, is unable to meet its obligations as they become due or otherwise seeks the relief of any federal or state bankruptcy or insolvency laws.
- 7.1.7 The Developer's failure, other than as set forth in subsections 7.1.1 through 7.1.6, to perform any of its obligations under this PUD Agreement, which remain uncured for a period of thirty (30) days following written notice by the City, unless the default cannot be cured through the exercise of good faith and due diligence (including the expenditure of necessary funds), in which event the Developer shall be entitled to an additional period of time to cure as reasonably determined by the City provided and so long as the Developer has diligently commenced the cure within such thirty (30) day period, completion of the cure within the thirty (30) days was not avoidable by the exercise of due diligence, and the Developer continues to prosecute the cure with due diligence and in good faith.
- 7.2 Default Remedies of the City. Upon an occurrence of a Developer Default, the City shall be entitled to the rights and remedies provided by Sections 7.2.1, 7.2.2, or 7.2.3. The rights and remedies under each of Sections 7.2.1, 7.2.2, and 7.2.3 shall be the sole and exclusive remedies of the City for each Developer Default expressly specified in such sections.

7.2.1 Failure to Commence Required Construction. If the basis of a Developer Default is the failure to commence construction of either phase of the Project as described in Section 6.1.3 or 6.1.4(a), then the City shall be entitled to the following remedies, as its sole and exclusive remedies for such Developer Default:

- (a) Specifically enforce the obligations of the Developer under this PUD Agreement;
- (b) Terminate the Developer's rights under this PUD Agreement, without releasing the Developer of its obligations under this PUD Agreement required to be performed prior to and including the date of termination, which shall survive such termination.
- (c) To effect a Reversion Event under Section 7.3,
- (d) Recover all damages to the City resulting from such Developer's Default subject to this Section 7.2.1.
- (e) Withhold the performance of any obligations of the City under this PUD Agreement.
- (f) Be entitled to all other remedies available at law or in equity.
- (g) The foregoing remedies of the City shall be cumulative and the exercise of any one or more remedies shall not preclude the exercise of any other remedies.

7.2.2 Failure to Commence Construction of the Townhomes. If the basis of a Developer Default is the failure to commence construction of the townhomes under Section 6.1.4(b), (c) or (d), then the City shall be entitled to effect a Reversion Event under Section 7.3 with respect to the Townhome Property as its sole and exclusive remedy for such Developer Default.

7.2.3 Other Developer Defaults. If the basis of the Developer Default is the occurrence of an event not covered by Sections 7.2.1 or 7.2.2, then the City shall be entitled to the following remedies, as its sole and exclusive remedies for such Developer Default:

- (a) Specifically enforce the obligations of the Developer under this PUD Agreement.
- (b) Terminate the Developer's rights under this PUD Agreement, without releasing the Developer of its obligations under this PUD Agreement required to be performed prior to and including the date of termination, which shall survive such termination.

- (c) Recover all damages to the City resulting from such Developer's Default subject to this Section 7.2.3.
- (d) Withhold the performance of any obligations of the City under this PUD Agreement.
- (e) Be entitled to all other remedies available at law or in equity.
- (f) The foregoing remedies of the City shall be cumulative and the exercise of any one or more remedies shall not preclude the exercise of any other remedies.

7.3 Reversion Event

7.3.1 If the Developer fails to timely cure a Developer Default covered by Section 7.2.1 or 7.2.2 of this Agreement (a "Reversion Default") for which the City intends to seek a reversion, then the City shall provide the Developer with written notice (a "Reversion Default Notice") that the City intends to record a notice with the Wayne County Register of Deeds (which notice shall be in accordance with MCLA § 565.451a), confirming the reversion of the either or both (as further provided in this Agreement) of the Jewell Blauch Building or the Townhome Property (such portion of or both being the Property subject to reversion, the "Reversion Property") to the City due to a Reversion Default ("Reversion Notice"), unless the Reversion Default is cured within ten (10) business days after the Developer's receipt of a Reversion Default Notice. The recorded Reversion Notice shall provide evidence that fee simple title to the Reversion Property has automatically reverted to the City pursuant to the fee simple determinable conveyance by the City to the Developer. As further evidence of the reversion of title to the City, the City shall be entitled to exercise the irrevocable power of attorney provided by the Developer to the City in the form attached as **Exhibit F** to execute on behalf of the Developer the Covenant Deed in the form attached as **Exhibit G** for purposes of confirming the reversion of the Reversion Property to the City.

7.3.2 In the event of a reversion of the Reversion Property pursuant to Section 7.3, the Developer shall deliver possession of the Reversion Property to the City, free and clear of all tenancies, rights of occupancy, or other rights of possession created by or resulting from the acts or omissions of the Developer or the Developer's interest in the Reversion Property. The Developer shall, at its sole cost and expense, clear title to the Reversion Property of all delinquent real estate taxes and special assessments, liens and mortgages, security interests or any other adverse interest, whether voluntary or involuntary other than those set forth in the title insurance policy for the Property obtained by the Developer as part of the Closing (the "Existing Encumbrances") so that title is in the same condition as when conveyed by the City to the Developer. The Developer, at its sole cost and expense, shall provide the City with an Owner's Title Insurance Policy issued by

a title company satisfactory to the City insuring marketable, insurable, fee simple title to the Reversion Property in the same condition as when conveyed to the Developer, subject to the Existing Encumbrances and any easements granted by the Developer as required or contemplated herein. In the event the Developer fails to provide such Owner's Title Insurance Policy, the City shall obtain such at the cost of the Developer and the Developer shall immediately reimburse the City for the cost thereof upon written request. In the event the Developer fails to clear title as required by this Section, or pay any other amounts, costs and expenses required of Developer hereunder, the City may pay or escrow all such amounts, expenses and costs necessary to clear such title and pay any other amounts, costs and expenses required of Developer hereunder and the Developer shall immediately reimburse the City for all such amounts incurred in connection therewith upon written request. The Developer shall indemnify, defend and hold the City harmless from and against any and all mortgages, liens, encumbrances (other than Existing Encumbrances and any easements granted by the Developer as required or contemplated herein), claims and liabilities (including claims for personal injury, death and property damage) against the Reversion Property subject to reversion created or arising from and after the Closing Date. The Developer shall execute any and all reasonable documents, perform all reasonable obligations and take all other reasonable actions necessary to effect the reversion and fulfill the intent of this Section. Any unsatisfied obligations of the Developer under the prior sentence this Section shall survive the reversion of title to the City and the termination of this Agreement. If the City exercises its reversion right, the City shall refund to the Developer within ten (10) days after recording the Reversion Notice the net amount of the purchase price under the Purchase Agreement allocated to the Purchased Property subject to the reversion less the reasonable costs incurred by the City in securing and readying (including demolition of site improvements if appropriate) the Property for sale and those amounts and expenses either paid or escrowed, as provided hereunder.

- 7.3.3 The City acknowledges and agrees that, notwithstanding anything contained in this Agreement to the contrary, the City's exercise of the right of reversion is subject to the following: (i) in the event the City invokes the right of reversion for failure of the Developer to commence construction as to the Jewell Blaich Building, the City, at its option, may take action against both the Jewell Blaich Building and the Townhome Property; (ii) however, in the event the Developer has commenced construction as to the Jewell Blaich Building, but defaults on its obligation to commence construction as to the Townhome Property, pursuant to Section 6.1.4, the City's right to exercise the right of reversion shall only apply against the Townhome Property and not the Jewell Blaich Building. The City further acknowledges and agrees that its right of reversion with respect to the Townhome Property does not include the real property commonly known as 686 Maple, Plymouth MI (being property not acquired by the Developer from the City), any reversion of the Townhome Property will specifically exclude the real property commonly known as 686 Maple, Plymouth MI, and for the purposes of this Section 7.3 any reference to the Townhome Property will exclude the real

property commonly known as 686 Maple, Plymouth MI. The City further agrees that upon the written request of the Developer in connection with, or following the delivery of, a Townhome Property Commencement Certificate or Jewell Blaich Building Commencement Certificate, the City will execute and deliver an acknowledgment in recordable form that indicates the Jewell Blaich Building or the Townhome Property, as applicable, are no longer subject to the right of reversion contained in this Agreement.

- 7.4 Default Remedies of the Developer. If the City fails or neglects to perform a covenant or obligation on its part to be performed under this PUD Agreement after the notice and opportunity to cure required by this Section 7.4 has been given to the City, the Developer's sole and exclusive remedies shall be as follows: (a) if the default involves the failure to provide consents or approvals, then an extension of the construction commencement dates pursuant to Section 6.1 and the right to seek specific performance of the issuance of such consents or approvals as permitted in this Section 7.4, and (b) if the default involves a failure other than providing consents and approvals, then (i) the right to seek the recovery of Damages (as defined herein). The City shall not be in default in any term or condition of this PUD Agreement, unless and until, the Developer has provided the City with written notice that the City has failed to comply with an obligation of the City under this PUD Agreement and the City has failed to cure such within thirty (30) days of written notice, unless the nature of the noncompliance is such that it cannot be cured with due diligence within such thirty (30) day period, in which event the City has failed to commence the cure within such thirty (30) day period and thereafter diligently pursue the cure. The Developer shall be entitled to (i) specifically enforce this PUD Agreement only with respect to approvals, consents and issuance of permits or certificates contemplated herein or the execution (or release from escrow) of any documents required hereunder or (ii) recovery of Damages (as defined herein), but will not be entitled to pursue any other remedy available at law or in. Damages shall mean only the reasonable, direct third party expenses actually paid by the Developer from and after the Effective Date until the date of default for the survey, architectural fees and expenses, consulting fees and expenses, title costs, reasonable legal fees and application and loan commitment fees, but in no event in excess of the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) together with all losses, costs, expenses and damages available under applicable law. The following shall be conditions precedent to the Developer's right to seek recovery of Damages against the City: (aa) all of the conditions precedent in Section 6 required by the Developer to be completed at such time have been satisfied or tendered, and (bb) the default by the City must have been based upon willful and intentional conduct which is arbitrary and capricious or constitutes bad faith, unless the City's default prevents these conditions from being satisfied. The Developer acknowledges its understanding that the City, and its boards and commissions are separate entities and the City has no authority over such boards and commissions in the granting of approvals, permits or other functions and the Developer waives any claims, damages or disputes against the City arising out of any City board or commission refusal or failure to issue any approval or permit required for the Development of the Project that conforms with applicable law.

- 7.5 Conveyance of Plans. If any Reversion Property reverts to the City, the Developer shall, within five (5) business days of written request by the City, without any charge to the City convey, without any representation or warranty, including, without limitation, as to completeness or accuracy, all plans, and all other studies, reports, tests, engineering work, surveys, design and construction plans, working drawings and all other materials pertaining to the component of the Reversion Property in the possession of or owned by the Developer.
- 7.6 Non-Liability of City Officials and Employees. No City or City official, officer, employee, board member, council member, elected or appointed official, attorney, consultant, advisor, agent or representative, shall be personally liable to the Developer for any default or breach by the City of any obligation under this PUD Agreement or in any manner arising out of the performance of this PUD Agreement by any Party or the Project.

ARTICLE VIII TRANSFER OR ASSIGNMENT

- 8.1 Transfer Restrictions. Prior to the first to occur of: (i) completion of construction of the Project in accordance with this PUD Agreement, or (ii) reversion of the Townhome Property, the Developer shall not transfer the Property or any portion thereof, including the improvements constructed or being constructed or any interest therein, without the prior written consent of the City, which consent may be withheld at the sole and absolute discretion of the City, except, however, that the Developer may transfer the Property and assign its rights and obligations hereunder upon written notice to the City to an entity affiliated with the Developer named herein and controlled by Michael Ferrantino (a “Related Party”). The Developer will also be entitled to (a) grant a mortgage lien and provide an assignment of the Developer’s interest in this PUD Agreement for security purposes only to a Construction Lender or Permanent Lender, which such assignments will be expressly subject to Section 11.3 hereunder and (b) convey individual units of the townhomes constructed on the Townhome Property to purchasers as and when such individual units are completed. Upon any transfer of either the Jewell Blaich Building or the Townhome Property to such Related Party, the Related Party will execute and deliver a joinder to this Agreement in the form attached hereto as **Exhibit H** and upon such execution and delivery, the Related Party will assume the Developer’s further liabilities and obligations under this Agreement with respect to either the Jewell Blaich Building or the Townhome Property, as applicable, transferred to such Related Party. Furthermore, for avoidance of doubt, (a) upon the Jewell Blaich Completion (as defined in Section 11.3) the restrictions or limitations contained in this Section 8.1 will not apply and (b) a upon completion of the construction of the townhome units on the Townhome Property and the occurrence of the transitional control date under the Michigan Condominium Act, the Developer will be entitled to assign and the Association shall be entitled to, and/or be deemed to have, assumed any remaining obligations and liabilities of the Developer under this Agreement with respect to the Townhome Property, as provided under law.

- 8.2 Responsibility for Completing Project. Consistent with Plymouth Ordinance Section 78-311(6), the Developer identified herein shall be the entity having responsibility for completing the Project in compliance with Article XXIV (Planned Unit Development) of the Plymouth Zoning Ordinance and until such time as the sooner of completion of construction of the Project in accordance with this PUD Agreement, or (ii) reversion of the Townhome Property, the Developer named herein shall remain under the ownership and control of Michael Ferrantino.

ARTICLE IX NOTICES

- 9.1 All notices, consents, approvals, requests and other communications, herein collectively called "Notices," required or permitted under this PUD Agreement shall be given in writing, signed by an authorized representative of the City or Developer and mailed by certified or registered mail, return receipt requested, personally delivered, sent by overnight courier or sent by facsimile transmission to a Party as follows:

To City: Paul Sincock
 City Manager
 City of Plymouth
 201 S. Main St.
 Plymouth, MI 48170

With copies to: Dennis G. Cowan, Esq.
 Plunkett Cooney
 38505 Woodward Ave., Suite 100
 Bloomfield Hills, MI 48304

and

City Attorney
City of Plymouth
201 S. Main St.
Plymouth, MI 48170

To Developer: Jewell Maple Development
 Attn.: Michael Ferrantino
 101 N. Main St., Suite 350
 Ann Arbor, MI 48104

With copies to: Kevin T. Block, Esq.
Kerr, Russell and Weber, PLC
500 Woodward Ave., Suite 2500
Detroit, MI 48226

All such notices, certificates or other communications shall be deemed served upon the date of personal delivery, the day after delivery to a recognized overnight courier or two days after mailing by registered or certified mail. Any Party may by notice given under this PUD Agreement designate any further or different addresses or recipients to which subsequent notices, certificates or communications hereunder shall be sent.

ARTICLE X MODIFICATION

10.1 Neither this Agreement nor the PUD Plan (except for minor modification pursuant to Section 78-318 of the Zoning Ordinance) may be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement, or any successors of the parties hereto. However, except as otherwise expressly modified by this Agreement, the City retains all rights set forth in its Zoning Ordinances, including, but not limited to, those set forth in Article XXIV, Section 78-318. Developer and City shall together be entitled to modify, replace or amend this Agreement, with the consent of Developer's mortgagee (if any), but without the consent of any other person or entity, regardless of whether such person or entity now or hereafter has any interest in any part of the Property, including subsequent purchasers, or their tenants, their mortgagees or others. Any such amendment or modification shall be approved by resolution of the City Commission, memorialized by written instrument executed by the Mayor, City Clerk and Developer, and recorded with the Wayne County Register of Deeds. If the Developer desires to obtain a modification of the Final PUD Plan, any such modification or deviation must be done in conformance with the City of Plymouth Zoning Ordinances, including but not limited to, Section 78-318.

ARTICLE XI MISCELLANEOUS

11.1 In the event of any conflict between the terms and provisions of this Agreement (including the attached PUD Plan for the Project) and the provisions of the Zoning Ordinance, or other City ordinances, rules or regulations, the provisions of this Agreement shall control. In the event of a conflict between the Preliminary PUD Plan and the Final PUD Plan, the Final PUD Plan shall control. In the event of a conflict between the terms of this PUD Agreement and the Final PUD Plan, the Final PUD Plan shall control.

11.2 The undersigned parties acknowledge that the conditions imposed upon the development of the Property are reasonable and necessary to ensure that public services and facilities affected by the proposed land use or activity will be capable to accommodating increased service and facility loads caused by the land use or activity, to protect the natural

environment and conserve natural resources and energy, to ensure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner.

- 11.3 This PUD Agreement, including the uses approved on the PUD Plan for the Project, are for the benefit of the Project, shall run with the land, and be binding on, and inure to the benefit of, any successors or assigns of the parties to this Agreement. All obligations of the Developer under this PUD Agreement and any subsequent obligations created as a result of approvals by the City shall survive and no obligation of the Developer shall be considered waived by the City unless expressly done so in writing. Furthermore, once Developer has completed the construction of the improvements to the Jewell Blaich Building in accordance with this Agreement and received any required certificate of occupancy (the "Jewell Blaich Completion"), the Developer, inclusive of any Related Party will be entitled to assign, sell, transfer or encumber the Jewell Blaich Building without restriction imposed by this Agreement, provided: (a) the Developer is not in default under any term or condition of this Agreement with respect to the Jewell Blaich Building; (b) the Developer has timely paid all real estate taxes and other obligations to the City; and (c) any indemnification or other obligation of, or restriction imposed on, the Developer under this Agreement with respect to the Jewell Blaich Building which by their terms are continuing obligations shall continue with respect to the Developer including, but not limited to, Sections 5.5, 6.11, 7.4 and 7.6. Upon written request of the Developer, the City will join in the execution of an acknowledgment, in recordable form, confirming the forgoing. Notwithstanding the foregoing, the Developer, its successors and assigns, are bound to observe all requirements of the Historic District Commission and the local Historic District Act and any City of Plymouth Codes or ordinances dealing with the City of Plymouth Historic District with respect to the Jewell-Blaich Building.
- 11.4 Unless this Agreement specifically provides to the contrary, the Developer (or the Association, if applicable and subject to Section 11.12 hereunder) is responsible for paying all costs associated with any of its obligations specified in this Agreement and all aspects of the Project.
- 11.5 Prior to commencing construction on any phase of the Project, Developer shall obtain and pay for all necessary permits and approvals from all applicable municipal, state or federal authorities with jurisdiction over the Project or any aspect thereof, which are necessary to undertake that particular phase of the Project.
- 11.6 The signers below on behalf of Developer represent by their signatures that they represent and have authority to bind all owners of legal and equitable title to the Property (subject to Closing and Developer receiving title to the Purchased Property from the City in accordance with the terms of the Purchase Agreement).
- 11.7 The City represents and warrants that signers below on behalf of the City have the authority to bind the City to the terms of this Agreement.

- 11.8 The invalidity or unenforceability of any provision of this Agreement shall not affect the enforceability or validity of the remaining provisions and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.
- 11.9 It is the parties' intent that this Agreement shall be recorded with the Wayne County Register of Deeds. The Developer is responsible for recording this Agreement with the Wayne County Register of Deeds and shall pay all costs associated with the recording of this Agreement.
- 11.10 The City shall reasonably cooperate with prompt issuance of building permits after all the requirements for the issuance of building permits have been met and the City of Plymouth agrees to assist and facilitate the issuing the permits even if tax parcel numbers have not necessarily been assigned to all proposed units at the time requested.
- 11.11 For the purposes of this Agreement, a force majeure event, event of force majeure or words of similar import means an event that prevents a party performance hereunder as a result of any acts of God, governmental action (including any so called "stay at home" or quarantine orders, which prohibit construction as contemplated and under this Agreement), riots, war (whether by formal declaration or informal action), strikes, lockouts, terrorism, fire, flood, hurricane, typhoon, earthquake, or lightning.
- 11.12 Developer will be entitled to assign to the condominium association established for the Townhome Property (the "Association") any continuing obligations and liabilities of the Developer under this Agreement with respect to the Townhome Property, including, without limitation, landscaping of common areas, trash, yard waste and recycling responsibilities, maintaining the internal stormwater drainage system, and maintaining internal drives and sidewalks, subject to satisfaction of each of the following conditions (a) the Developer has completed the construction of the townhome units on the Townhome Property and obtained a certificate of occupancy for each of the units, (b) no Developer Default has occurred that has not been cured or waived in accordance with the terms of this Agreement, (c) provided that any covenants or agreements limiting Developer's actions against the City, and any restrictions imposed on the Developer under this Agreement, shall be continuing obligations with respect to the Developer including, but not limited to, Sections 5.5, 6.11, 7.4 and 7.6; (d) Developer has paid and is not in default of all real property taxes due and any and all other obligations due to the City (whether or not declared as a default by the City); (e) the transitional control date under the Michigan Condominium Act with respect to the condominium development on the Townhome Property has occurred, and (f) the Association has expressly assumed the continuing obligations and liabilities of the Developer with respect to the Townhome Property under this Agreement in a writing reasonably acceptable to the City, which is executed and delivered prior to any assignment.

Signatures begin on Page 26.

APPROVED by Developer and City this ____ day of _____, 2020.


"DEVELOPER"

JEWELL MAPLE DEVELOPMENT,
a Michigan limited liability company

By: 
Michael Ferrantino
Its: Manager

STATE OF MICHIGAN)
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 16th day of June, 2020
by Michael Ferrantino, Manager of Jewell Maple Development, a Michigan limited liability
company.


Printed Name: Laura M. Rouller
Notary Public: Wayne County, Michigan
My commission expires: 2-6-2025
Acting in Wayne County, Michigan

Laura M. Rouller
NOTARY PUBLIC - STATE OF MICHIGAN
County of Wayne
My Commission Expires 2/6/2025
Acting in the County of Wayne

Signatures continued on Page 27.

Signatures continued from Page 26.

CITY OF PLYMOUTH,
a Michigan municipal corporation

By: _____

Oliver Wolcott

Its: Mayor

and

By: _____

Maureen Brodie

Its: Clerk

STATE OF MICHIGAN)
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ____ day of July, 2020 by Oliver Wolcott, Mayor, and Maureen Brodie, City Clerk, of the City of Plymouth, a Michigan municipal corporation, for and on behalf of such municipal corporation.

Printed Name: _____

Notary Public: _____ County, Michigan

My commission expires: _____

Acting in _____ County, Michigan

This document prepared by:

Dennis G. Cowan, Esq.
Plunkett Cooney
38505 Woodward Ave., Suite 100
Bloomfield Hills, MI 48304

When recorded return to:

Robert Marzano, Esq.
City Attorney
City of Plymouth
201 S. Main St.
Plymouth, MI 48170

EXHIBIT LIST

- Exhibit A - The Property (Parcels 1, 2 and 3)
- Exhibit B- Final PUD Plan
- Exhibit C - 686 Maple Deed
- Exhibit D - Deer Street Access and Maintenance Easement
- Exhibit E - Temporary Easement Area
- Exhibit F - City Irrevocable Power of Attorney
- Exhibit G - Reversion Deed
- Exhibit H - Form of Joinder Agreement

EXHIBIT A

The Property (Parcels 1, 2 and 3)

PARCEL 1 (0.22 ACRE)

LOT 712 AND A PART OF THE LOT 711 OF ASSESSOR'S PLYMOUTH PLAT NO. 20 OF PART OF SOUTHWEST 1/4 OF SECTION 26, T1S, R8E, CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68, PAGE 42 OF PLATS, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 712; THENCE SOUTH 03 DEGREES 00 MINUTES 59 SECONDS WEST, 135.07 FEET TO A POINT ON THE NORTH LINE OF LOT 732; THENCE NORTH 79 DEGREES 31 MINUTES 18 SECONDS WEST, 74.54 FEET ALONG SAID NORTH LINE; THENCE NORTH 03 DEGREES 11 MINUTES 58 SECONDS EAST, 63.09 FEET; THENCE NORTH 11 DEGREES 35 MINUTES 12 SECONDS EAST, 72.52 FEET TO A POINT ON THE SOUTHERLY LINE OF WEST ANN ARBOR TRAIL (66 FEET WIDE); THENCE THE FOLLOWING TWO (2) COURSES BEING ALONG SAID SOUTHERLY LINE; (1) SOUTH 78 DEGREES 33 MINUTES 55 SECONDS EAST, 3.45 FEET; AND (2) SOUTH 78 DEGREES 28 MINUTES 15 SECONDS EAST, 60.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.22 ACRE.

PARCEL 2 (0.62 ACRE)

LOT 732 AND A PART OF THE LOTS 733, AND 734 OF ASSESSOR'S PLYMOUTH PLAT NO. 20 OF PART OF SOUTHWEST 1/4 OF SECTION 26, T1S, R8E, CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68, PAGE 42 OF PLATS, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 734; THENCE NORTH 05 DEGREES 03 MINUTES 28 SECONDS EAST, 107.77 FEET; THENCE SOUTH 78 DEGREES 24 MINUTES 48 SECONDS EAST, 122.52 FEET; THENCE NORTH 11 DEGREES 35 MINUTES 12 SECONDS EAST, 22.82 FEET TO A POINT ON THE NORTH LINE OF LOT 733; THENCE SOUTH 79 DEGREES 31 MINUTES 18 SECONDS EAST, 105.16 FEET TO THE NORTHEAST CORNER OF LOT 732; THENCE SOUTH 05 DEGREES 21 MINUTES 28 SECONDS WEST, 132.83 FEET ALONG THE EAST LINE OF SAID LOT TO A POINT ON THE NORTH LINE OF MAPLE STREET; THENCE NORTH 78 DEGREES 22 MINUTES 55 SECONDS WEST, 229.82 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING AND CONTAINING 0.62 ACRE.

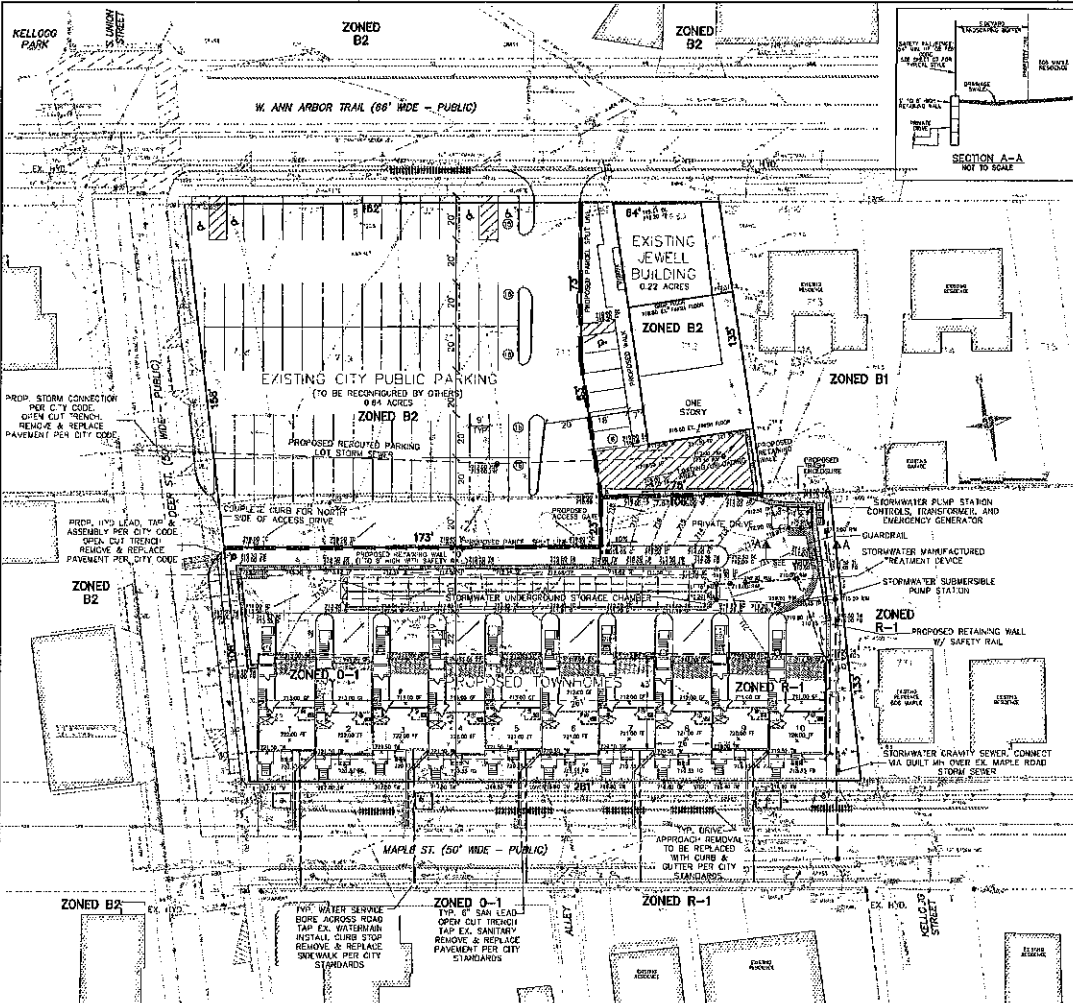
PARCEL 2 (0.12 Acre)

PART OF LOT 735 EXCEPT THE WEST 15.28 FEET THEREOF, ASSESSOR'S PLYMOUTH PLAT NO. 20, AS RECORDED IN LIBER 68, PAGE 42 OF PLATS, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS;

COMMENCING AT THE SOUTHWEST CORNER OF LOT 735, THENCE SOUTH 78 DEGREES 22 MINUTES 55 SECONDS EAST, 15.28 FEET ALONG THE NORTH LINE OF MAPLE STREET (50 FEET WIDE) SAID LINE ALSO BEING THE SOUTH LINE OF LOT 735 TO THE POINT OF BEGINNING; THENCE NORTH 05 DEGREES 00 MINUTES 29 SECONDS EAST, 107.75 FEET ALONG THE EASTERLY LINE OF DEER STREET (VARIABLE WIDTH); SOUTH 78 DEGREES 24 MINUTES 48 SECONDS EAST, 50.81 FEET TO A POINT ON THE EAST LINE OF SAID LOT; THENCE SOUTH 05 DEGREES 03 MINUTES 28 SECONDS WEST, 107.77 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTH 78 DEGREES 22 MINUTES 55 SECONDS WEST, 50.72 FEET ALONG THE NORTH LINE OF MAPLE STREET TO THE POINT OF BEGINNING AND CONTAINING 0.12 ACRE.

**EXHIBIT B
FINAL PUD PLAN**

(See Attached)



SUMMARY TABLE

SITE DATA

SITE AREA

PARCEL 1	0.82 AC
PARCEL 2	0.22 AC
PARCEL 3	0.12 AC
PARCEL 4	0.12 AC
TOTAL	1.38 AC

ZONING

EXISTING: B-2 (SEE PLAN)

PROPOSED: B-2 (SEE PLAN)

OPEN SPACE (TOWNHOMES)

REQUIRED FOR 10 UNITS: 4,000 SF

PROVIDED: 4,000 SF

LOT AREA (TOWNHOMES)

REQUIRED FOR 10 UNITS: 10,000 SF

PROVIDED: 10,000 SF

BUILDING SETBACKS (TOWNHOMES)

STORY	FRONT	REAR	SIDE
PROPOSED	10 FT	10 FT	5 FT

PARKING

PROVIDED: 10 SPACES

REQUIRED FOR 10 UNITS: 10 SPACES

BUILDING HEIGHT

PROPOSED: 2 STORY

MAXIMUM: 2 STORY

UNIT COUNT

PROPOSED: 10 UNITS

REQUIRED FOR 10 UNITS: 10 UNITS

DENSITY

PROPOSED: 7.2 UNITS/AC

REQUIRED FOR 10 UNITS: 7.2 UNITS/AC

NOTES OF INTENT

SEWERAGE - PROPOSED CONNECTION TO EXISTING PUBLIC SEWER IN MAPLE STREET.

WATER SERVICES - PROPOSED CONNECTION TO EXISTING PUBLIC SEWER IN MAPLE STREET.

STORMWATER - PRETREATMENT FOR REAR ACCESS DRIVE AND GARAGE APRON WILL BE COLLECTED IN ENCLOSED STRAIN AND ROUTED TO MANUFACTURED INSTANTANEOUSLY.

STORAGE FOR INCREASED INFILTRATION AREA WILL BE PROVIDED IN UNDERGROUND STORAGE CAPACITY.

DISCHARGE FOR COLLECTED STORMWATER WILL BE TO PUMPED SYSTEM WITH EMERGENCY BACK-UP POWER TO EXISTING LEVEL IN MAPLE STREET.

EXISTING CITY PARKING LOT SYSTEM TO BE REROUTED TO EXISTING STORM SEWER WITH A DEER STREET.

PUBLIC UTILITIES - SERVICE FROM EXISTING FRANCHISE UTILITIES AT ADJACENT STREETS (GAS, ELECTRIC, CABLE, PHONE).

DRIVE ACCESS - PROPOSED PRIVATE DRIVE ACCESS FROM CITY PUBLIC PARKING LOT. DRIVE SHALL HAVE A TIE-IN TO RECEIVING DRIVE ON THE DEER STREET ENTRANCES AND SHAPE THE PAVEMENT AS A CROSSWALK.

LOADING - AREA BEHIND JEWELL GARAGE.

TRASH - SEE NARRATIVE.

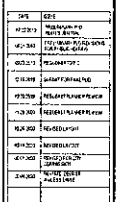
SNOW REMOVAL - SEE NARRATIVE.

LEGEND

PROPOSED DRIVE	(Symbol)
PROPOSED RETAINING WALL	(Symbol)

giffels webster

100 East Waterford
Suite 100
Livonia, MI 48150
Phone: 734.769.3000
www.giffelswebster.com



JEWELL MAPLE
101 N. MAIN STREET,
SUITE 350
ANN ARBOR, MI 48104

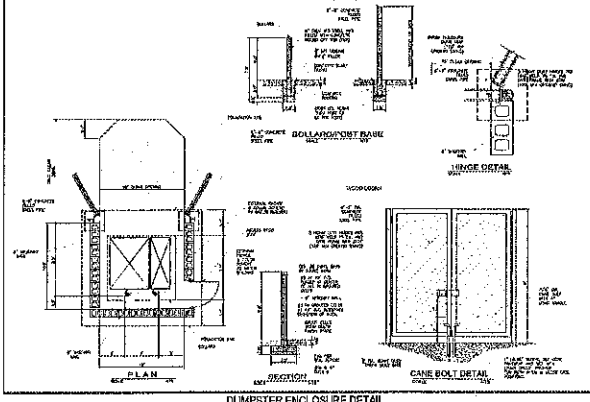
FINAL SITE PLAN

JEWELL MAPLE DEVELOPMENT

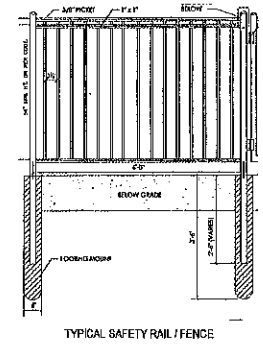
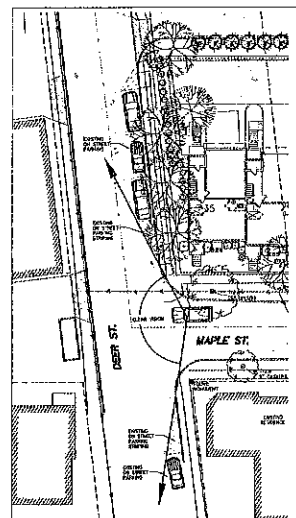
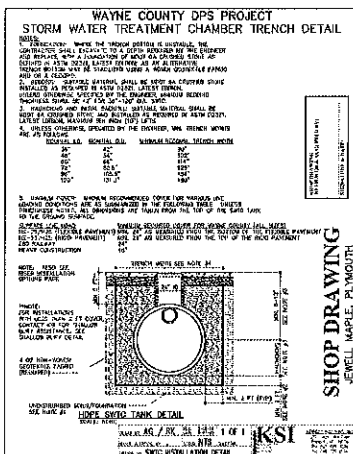
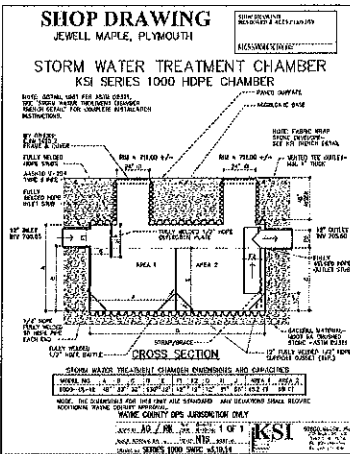
CITY OF PLYMOUTH
WYOMING COUNTY
MICHIGAN

DATE: 02.22.17
SCALE: 1" = 10'
DRAWN BY: CE
CHECKED BY: EPL/ML

REVISION	DESCRIPTION	DATE	BY	CHK
1	ISSUED FOR PERMITS	10/15/10	JW	MS
2	REVISED PER COMMENTS	10/20/10	JW	MS
3	REVISED PER COMMENTS	10/25/10	JW	MS
4	REVISED PER COMMENTS	11/01/10	JW	MS
5	REVISED PER COMMENTS	11/05/10	JW	MS
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DUMPSTER ENCLOSURE DETAIL



CLEAR VISION EXHIBIT

giffels webster
 Engineers
 Planners
 Landscape Architects
 1000 East North Road
 Suite 100
 Ann Arbor, MI 48103
 Phone: 734.769.3300
 Fax: 734.769.3308
 www.giffelswebster.com

Scale:
 Sheet: 2/4
 Date: 10/15/10
 City: Ann Arbor
 State: MI
 Title: 2010 PERMITS



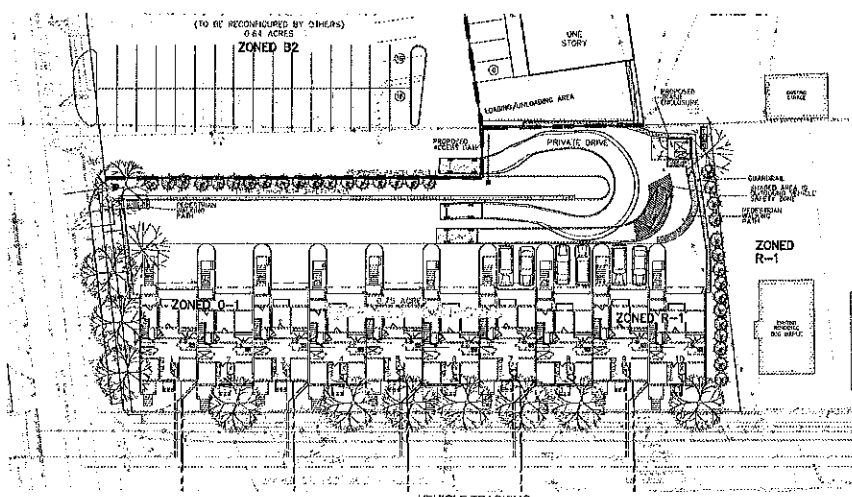
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Project for:
JEWELL MAPLE
 101 N. MAIN STREET,
 SUITE 350
 ANN ARBOR, MI 48104

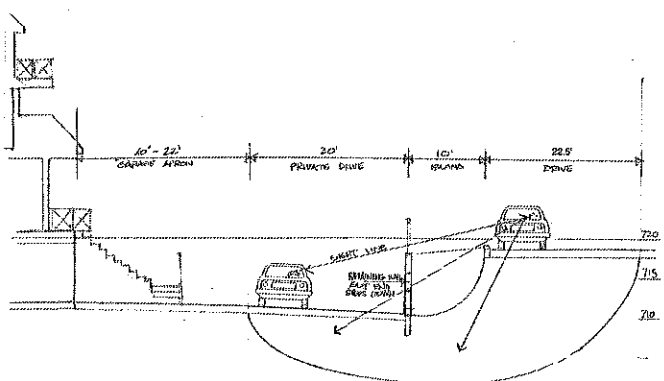
DETAIL SHEET

JEWELL MAPLE DEVELOPMENT
 CITY OF PLYMOUTH
 WAYNE COUNTY
 MICHIGAN

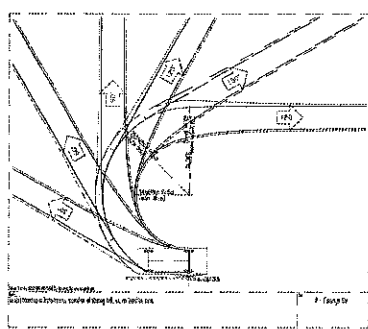
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 Sheet: 2/4
 Title: 2010 PERMITS



VEHICLE TRACKING



DRIVE SIGHT LINE SKETCH



VEHICLE TURNING TEMPLATE

giffels webster

Engine
Survey
Plan
Landscape Arch
102 East Park Road
Ann Arbor
Michigan 48106
Phone: 734.769.4700
Fax: 734.769.5300
www.giffelswebster.com

Project	MD
Manager	JCA
Designer	JCA
Client/Owner	MD
Date	08
Scale	AS SHOWN



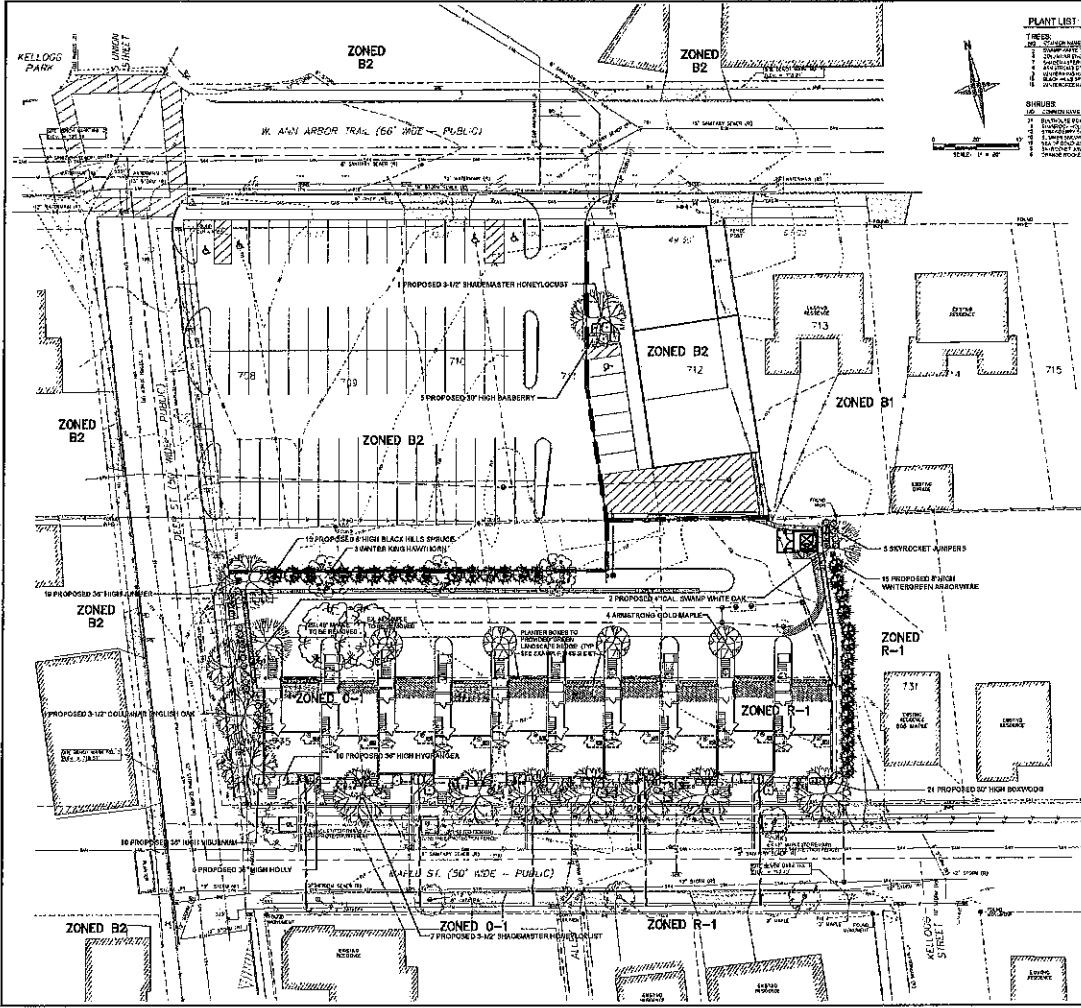
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PROJECT	JEWELL MAPLE
CLIENT	JEWELL MAPLE
LOCATION	101 N. MAIN STREET, SUITE 355, ANN ARBOR, MI 48104
DESCRIPTION	TOWNSHIP ACCESS DRIVE, VEHICLE TURNING AND SIGHT VIEWS, JEWELL MAPLE DEVELOPMENT
SCALE	AS SHOWN
DRAWN BY	JCA
CHECKED BY	JCA
DATE	08/21/10

JEWELL MAPLE
101 N. MAIN STREET,
SUITE 355
ANN ARBOR, MI 48104

**TOWNSHIP ACCESS DRIVE,
VEHICLE
TURNING AND
SIGHT VIEWS
JEWELL MAPLE
DEVELOPMENT**

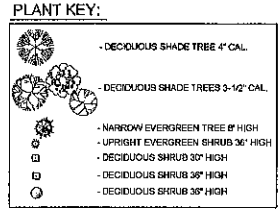
CITY OF PLANKIN
MIAMI COUNTY
MI 41094

DATE: 08/21/10
SCALE: AS SHOWN
DRAWN BY: JCA
CHECKED BY: JCA
DATE: 08/21/10



PLANT LIST

TREES	SYMBOL	QUANTITY	SIZE
1	(Symbol)	1	4" CAL.
2	(Symbol)	1	4" CAL.
3	(Symbol)	1	4" CAL.
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100	(Symbol)	1	4" CAL.



PLANTING CALCULATIONS:

NORTH BUFFER LANDSCAPING:
 1 EVERGREEN TREE PER 15 L.F. STAGGERED
 2 DECIDUOUS SHRUBS PER 30 L.F.
 3 DECIDUOUS SHRUBS PER 30 L.F.
 4 DECIDUOUS SHRUBS PER 30 L.F.
 5 DECIDUOUS SHRUBS PER 30 L.F.

EAST BUFFER LANDSCAPING:
 1 EVERGREEN TREE PER 15 L.F. STAGGERED
 2 DECIDUOUS SHRUBS PER 30 L.F.
 3 DECIDUOUS SHRUBS PER 30 L.F.
 4 DECIDUOUS SHRUBS PER 30 L.F.
 5 DECIDUOUS SHRUBS PER 30 L.F.

MAPLE STREET FRONTAGE LANDSCAPING:
 1 REQUIRED DECIDUOUS SHADE TREE PER UNIT APPROXIMATELY 1 PER 30 L.F.
 2 REQUIRED SHRUBS PER 30 L.F.
 3 REQUIRED SHRUBS PER 30 L.F.
 4 REQUIRED SHRUBS PER 30 L.F.
 5 REQUIRED SHRUBS PER 30 L.F.

DEER STREET FRONTAGE LANDSCAPING:
 1 REQUIRED DECIDUOUS SHADE TREE PER 15 L.F. STAGGERED
 2 REQUIRED SHRUBS PER 30 L.F.
 3 REQUIRED SHRUBS PER 30 L.F.
 4 REQUIRED SHRUBS PER 30 L.F.
 5 REQUIRED SHRUBS PER 30 L.F.

PARKING LOT LANDSCAPING:
 1 DECIDUOUS SHADE TREE PER 10 PARKING SPACES
 2 REQUIRED SHRUBS PER 10-2 TREES
 3 REQUIRED 4" CAL. SHADE TREES

- NOTE:**
- TWO LARGE EXISTING SILVER MAPLE TREES ON SITE, 42" AND 48" DBH PLANNED TO BE REMOVED.
 - THESE TREES HAVE BEEN EVALUATED AS BEING #1 GOOD AND FAIR HEALTH RESPECTIVELY.
 - SILVER MAPLE TREES ARE USED IN THE CITY ORDINANCE AS BEING PROHIBITED FOR PLANTING.
 - THE NORTH BUFFER LANDSCAPING WITH 10 EVERGREEN TREES AND 3 HAWTHORN TREES ARE BEING OFFERED AS REPLACEMENT FOR THE REMOVAL OF THE TWO LARGEST SILVER MAPLES.
 - MAPLE TREES WILL BE USED ON THE MAIN TERRACE AS INDICATED ON PLAN TO PROVIDE A GAITER LANDSCAPE. SEE EXAMPLE BELOW.



giffels webster
 Engineers
 Surveyors
 Planners
 Landscape Architects

1015 E. Rock Road
 Suite 100
 Farmington Hills, MI 48334
 Phone: (248) 852-2700
 Fax: (248) 852-2701
 www.giffelswebster.com



JEWELL MAPLE

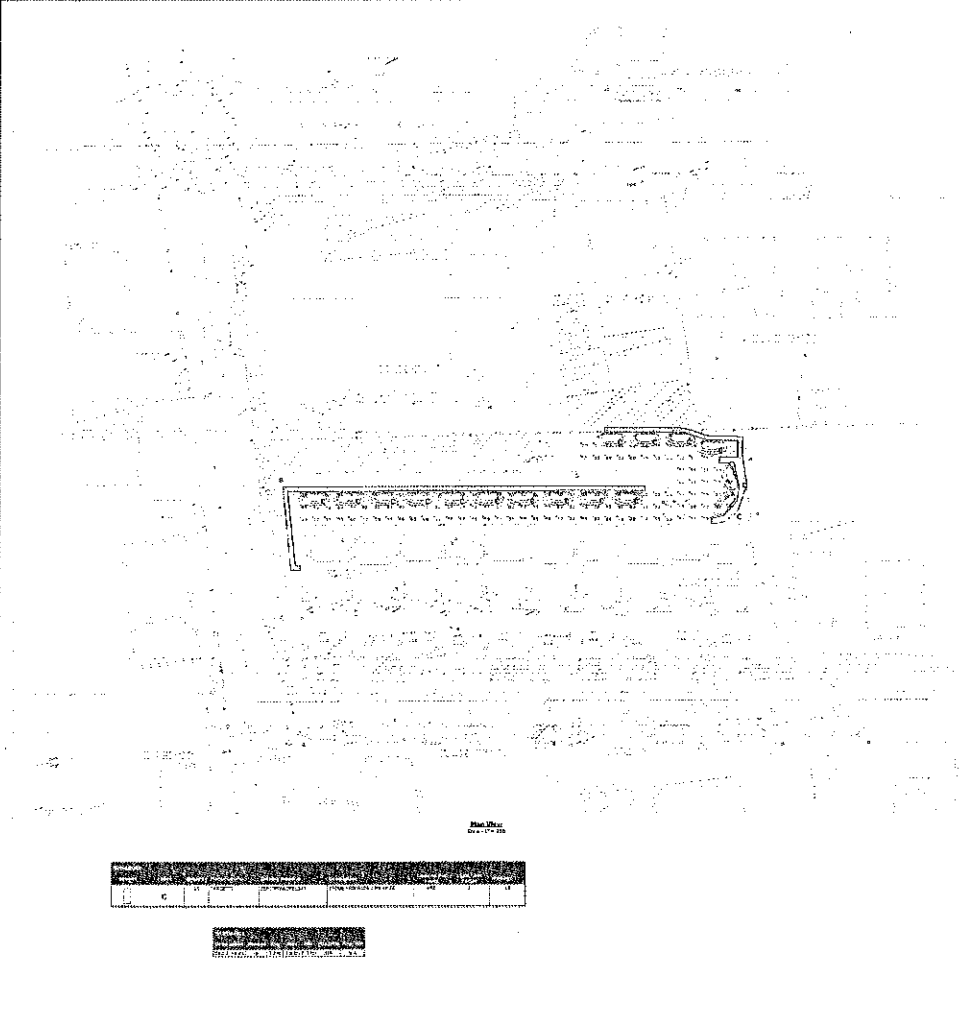
101 N. MAIN STREET, SUITE 350, ANN ARBOR, MI 48104

LANDSCAPE PLAN

JEWELL MAPLE RESIDENCE

CITY OF ANN ARBOR WAVER COUNTY MICHIGAN

DATE: 05/13/19
 SCALE: 1" = 30'
 SHEET: 13
 TOTAL SHEETS: 18



ZEDGE PRO
Professional LED Sightlight

ZEDGE PRO is a professional grade LED sightlight designed for use in construction, surveying, and other applications where a bright, focused light is needed. It features a long, narrow body with a built-in spirit level and a powerful LED light source. The tool is made of high-quality materials and is designed to be durable and reliable. It is available in several different lengths and is suitable for use in a variety of environments.

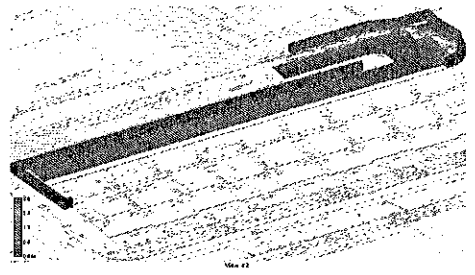
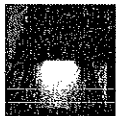


EXHIBIT C
686 MAPLE DEED

WARRANTY DEED

686 Maple, LLC, a Michigan limited liability company, having an office at 101 N. Main Street, Suite 350, Ann Arbor, Michigan 48104 ("Grantor"), conveys and warrants to the **City of Plymouth** a Michigan municipal corporation, having an office at 201 S. Main Street, Plymouth Michigan 48170 ("Grantee"), the following described premises situated in the City of Plymouth, County of Wayne, and the State of Michigan, being more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"), together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any way appertaining, for the sum of One and 00/100 Dollars (\$1.00).

Subject to existing building and use restrictions of record, easements of record and zoning ordinances, if any, and to any matters arising by reason of acts or omissions of Grantee on or after the date of this Warranty Deed.

[signature appears on following page]

[SIGNATURE PAGE TO WARRANTY DEED FROM 686 MAPLE, LLC, TO CITY OF PLYMOUTH]

Dated this ____ day of _____, 2020.

GRANTOR:

686 Maple, LLC., a Michigan limited liability company

By: _____
 Name: _____
 Its: _____

STATE OF MICHIGAN)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ of 686 Maple, LLC. a Michigan limited liability company, on behalf of the company.

Notary's Signature: _____
 Notary's Name: _____
 Notary Public, State of Michigan, County of _____
 My Commission Expires: ____
 Acting in the County of: _____

Drafted By: Kerr, Russell and Weber, PLC 500 Woodward Avenue, Suite 2500 Detroit, MI 48226 Attn: Kevin Block	Send Subsequent Tax Bills To: Grantee	When Recorded Return To: City Attorney City of Plymouth 201 S. Main St. Plymouth, MI 48170
Tax Parcel No.: Part of 49-006-10-0735-001	Recording Fee: \$ _____	Transfer Taxes: Exempt under MCL 207.526(a) and MCL 207.505(a)

Exhibit A
Legal Description

PART OF LOT 735 EXCEPT THE WEST 15.28 FEET THEREOF, ASSESSOR'S PLYMOUTH PLAT NO. 20, AS RECORDED IN LIBER 68, PAGE 42 OF PLATS, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 735, THENCE SOUTH 78 DEGREES 22 MINUTES 55 SECONDS EAST, 15.28 FEET ALONG THE NORTH LINE OF MAPLE STREET (50 FEET WIDE) SAID LINE ALSO BEING THE SOUTH LINE OF LOT 735; THENCE NORTH 05 DEGREES 00 MINUTES 29 SECONDS EAST, 107.75 FEET ALONG THE EASTERLY LINE OF DEER STREET (VARIABLE WIDTH) TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY LINE NORTH 05 DEGREES 00 MINUTES 29 SECONDS EAST, 19.55 FEET TO A POINT ON THE NORTH LINE OF SAID LOT; THENCE SOUTH 79 DEGREES 31 MINUTES 18 SECONDS EAST, 50.72 FEET ALONG THE NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 05 DEGREES 03 MINUTES 28 SECONDS WEST, 20.54 FEET ALONG THE EAST LINE OF SAID LOT 735; THENCE NORTH 78 DEGREES 24 MINUTES 48 SECONDS WEST, 50.81 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRE.

EXHIBIT D
DEER STREET ACCESS AND MAINTENANCE EASEMENT

(see attached)

**DEER STREET
ACCESS AND MAINTENANCE AGREEMENT**

THIS DEER STREET ACCESS AND MAINTENANCE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2020, by and between City of Plymouth, Michigan, a Michigan municipal corporation, whose address is 201 S. Main Street, Plymouth, MI, 48170 (“Grantor”), and Jewell Maple Development, LLC, a Michigan limited liability company, whose business address is _____ (“Grantee”)¹, upon the following terms and conditions.

RECITALS:

A. Grantor is the owner of the real property located in the City of Plymouth, Wayne County, Michigan (the “Grantor Parcel”), which Grantor Parcel is generally depicted as Parcel A on Exhibit A attached hereto and the legal description of the Grantor Parcel is set forth as Exhibit B attached hereto.

B. On or before the date of this Agreement, Grantee caused its affiliate to convey to Grantor a portion of Grantor Parcel (the “Transferred Property”) pursuant to a certain covenant deed.

C. This Agreement is being executed and delivered pursuant to a certain Planned Unit Development Agreement dated July ____, 2020 between Grantor and Grantee (the “PUD Agreement”) under which the Grantor agreed, subject to conveyance of the Transferred Property to Grantor, to grant a perpetual, non-exclusive access easement to Grantee, its successors and assigns over the Grantor Parcel successors and assigns over the Grantor Parcel for the benefit of the “Townhome Property” and the “Jewell Blaich Building” (collectively, the “Grantee Parcels”).

D. The Grantee Parcels are generally depicted as Parcels B and C on Exhibit A attached hereto and the legal descriptions of the Grantee Parcels are set forth on Exhibit C attached hereto.

¹ If either the Jewell Blaich Building or the Townhome Property is transferred to an additional owner consistent with the terms of the PUD Agreement, then such transferor will be added as a Grantee to this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the PUD Agreement the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Subject to the conveyance of the Transferred Property, Grantor hereby grants Grantee and its successors and assigns, a perpetual, non-exclusive easement in, under, over and across portions of the Grantor Parcel consisting an access drive generally in the east/west access direction from Deer Street ("Access Drive") for the purposes of pedestrian and vehicular ingress and egress to and from Deer Street (the "Easement"). The legal description of the area of the Easement and Access Drive (which is one and the same) is attached as Exhibit A.

2. **Construction of Access Drive.** Grantee, at its sole cost and expense, shall construct the Access Drive in accordance with the requirements of the PUD Agreement, including the construction schedule required under the PUD Agreement. The Access Drive shall be constructed of asphalt or concrete, as required by the PUD Plans and PUD Agreement, and otherwise in accordance with all applicable City codes and ordinances.

3. **Maintenance.** Grantee shall be responsible for any and all maintenance (including snow and ice removal), repair, and replacement of the Access Drive, consistent with City codes and ordinances.

4. **Insurance.** At all times, Grantee shall maintain commercial general liability insurance in such amounts and as agreed upon with City, but in no case with limits of liability less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence and/or aggregate combined single limit, for personal injury, death, bodily injury or property damage. Grantee shall provide the City with a certificate of insurance on an annual basis and include the City, its elected and appointed officers/officials, its employees and representatives as additional insureds.

5. **Costs.** Grantee shall be responsible, at its sole cost and expense, for all costs associated with the construction and maintenance of the Access Drive. Once Grantee conveys transition control of the Townhome Property to an association of co-owners tasked with managing the Townhome Property (the "Association"), the Association will assume all obligations of the Grantee with respect to the Access Drive, including, without limitation all maintenance repair and replacement costs, as stated in Section 3 above and maintain insurance as required under Section 4. Grantor shall provide Grantee and/or the Association, as applicable, with monthly invoices for the maintenance of the Access Drive, which invoices will be payable within 30 days of receipt.

6. **Restrictions.** Grantor, its successors and assigns shall not construct or place any buildings or structures, fences, earthen berms or embankments or barriers, or other improvements in, under, over or across the Easement without the written consent of Grantee.

7. **No Claim.** Grantee acknowledges that the Easement is located on a portion of the Grantor's adjacent municipal parking lot. Grantee hereby irrevocably waives any and all claims of interest, entitlement, right or ability to use or park in Grantor's adjacent municipal parking lot provided the invitees and patrons of the Grantee Parcels can use the municipal parking lot for

parking purposes in common with other users, subject to observance of all City ordinances, rules and regulations concerning said parking lot, as well as payment of any charges or fees for usage of the parking lot (applicable to all users), so long the Grantor continues to use such property as a municipal parking lot. Grantee acknowledges that the Grantor has the right, in its sole discretion to take any actions allowed under law with respect to its adjacent municipal parking lot including, but not limited to, changing the use, reduce the size, or sell all or part of the municipal parking lot in the future for redevelopment of the site. Grantee releases the Grantor from any and all potential claims mentioned above and waives any and all claims for damages or losses related thereto.

8. **Runs with the Land.** Each and every agreement, covenant, promise and undertaking, obligation, condition, easement, right, privilege, option and restriction made, declared or assumed hereunder, shall be a covenant running with the land, binding upon Grantor and inuring to the benefit of the of Grantee. Any successor owner (by transfer or otherwise) of the Grantor Parcel (or any portion thereof) shall automatically be deemed, by acceptance of the title of such parcel, or any portion thereof, to have assumed all the obligations relating thereto, and to have agreed to execute any and all instruments and do any and all things reasonably required to carry out the intention of the provisions hereof; but nothing herein contained shall be deemed to relieve the transferor of such parcel from its obligations hereunder which arose prior to such transfer.

9. **Amendment.** This Agreement may be amended, modified or terminated (in whole or in part) only by the written agreement of the parties or their respective successors or assigns, and duly recorded in the office of the Register of Deeds of Wayne County, Michigan.

10. **Notice.** Except as specifically provided otherwise in this Agreement, any notices or demands required under this Agreement shall be in writing addressed to the party at the address set forth above, or such changed address provided in writing by such party pursuant to this paragraph, and served as follows: (a) by personal service with service being effective upon delivery, or (b) by certified mail, return receipt requested, with service being effective two (2) business days after mailing, or (c) by recognized overnight courier service, with service being effective one (1) day after delivery by such courier service. Notices by the parties may be given on their behalf by their respective counsel.

11. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

12. **Invalidity.** The invalidity or unenforceability of any part or revision of this Agreement shall not affect the validity or enforceability of any other part or provision.

13. **Successors.** This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee, their respective successors and assigns and any subsequent owner or mortgagee of the Grantor Parcel of the Grantee Parcels.

14. **Entire Agreement; Transfer Taxes.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement is exempt from transfer tax by reason of MCL 207.526(a) and MCL 207.505(a).

The undersigned have executed this Agreement on the date and year first above written.

GRANTOR:

CITY OF PLYMOUTH,
a Michigan municipal corporation

By: _____

Its: _____

and

By: _____

Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020,
by _____, the _____ and by _____ the
_____ of the City of Plymouth, a Michigan municipal corporation.

Notary Public, _____ County, MI
My Commission Expires:

GRANTEE:

JEWELL MAPLE DEVELOPMENT, LLC,
a Michigan limited liability company

By: _____

Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, _____ of Jewell Maple Development LLC, a Michigan limited liability company, on behalf of the company.

Notary Public, _____ County, MI
My Commission Expires:

Drafted by and when
recorded return to:

Kevin T. Block
Kerr, Russell and Weber, PLC
500 Woodward Ave., Suite 2500
Detroit, MI 48226

EXHIBIT A

**DRAWING DEPICTING GRANTOR PARCEL, GRANTEE PARCELS AND
EASEMENT AREA**

(see attached)

EXHIBIT B

LEGAL DESCRIPTION OF THE GRANTOR PARCEL

PARCEL A (0.53 ACRE)

LOTS 709, 710 AND BEING PART OF THE LOTS 711, 733, AND 734 OF ASSESSOR'S PLYMOUTH PLAT NO. 20 OF PART OF SOUTHWEST 1/4 OF SECTION 26, T1S, R8E, CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68, PAGE 42 OF PLATS, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF LOT 712 OF SAID SUBDIVISION; THENCE THE FOLLOWING TWO (2) COURSES BEING ALONG THE SOUTH LINE OF W. ANN ARBOR TRAIL (66 FEET WIDE); (1) NORTH 78 DEGREES 28 MINUTES 15 SECONDS WEST, 60.15 FEET; AND (2) NORTH 78 DEGREES 33 MINUTES 55 SECONDS WEST, 3.45 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 11 DEGREES 35 MINUTES 12 SECONDS WEST, 72.52 FEET; THENCE SOUTH 03 DEGREES 11 MINUTES 58 SECONDS WEST, 63.09 FEET; THENCE SOUTH 11 DEGREES 35 MINUTES 12 SECONDS WEST, 22.82 FEET; THENCE NORTH 78 DEGREES 24 MINUTES 48 SECONDS WEST, 122.52 FEET; THENCE NORTH 05 DEGREES 03 MINUTES 28 SECONDS EAST, 20.54 FEET TO A POINT ON THE SOUTH LINE OF LOT 709; THENCE NORTH 79 DEGREES 31 MINUTES 18 SECONDS WEST, 21.07 FEET ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER LOT 709; THENCE THE FOLLOWING TWO (2) COURSES BEING ALONG THE WEST LINE OF LOT 709; (1) NORTH 02 DEGREES 51 MINUTES 35 SECONDS EAST, 102.20 FEET; AND (2) NORTH 05 DEGREES 03 MINUTES 35 SECONDS EAST, 36.56 FEET TO A POINT ON THE SOUTHERLY LINE OF W. ANN ARBOR TRAIL; THENCE SOUTH 78 DEGREES 33 MINUTES 55 SECONDS EAST, 156.38 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING AND CONTAINING 0.53 ACRE.

EXHIBIT C

LEGAL DESCRIPTION OF GRANTEE PARCELS

PARCEL B (0.22 ACRE)

LOT 712 AND A PART OF THE LOT 711 OF ASSESSOR'S PLYMOUTH PLAT NO. 20 OF PART OF SOUTHWEST 1/4 OF SECTION 26, T1S, R8E, CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68, PAGE 42 OF PLATS, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 712; THENCE SOUTH 03 DEGREES 00 MINUTES 59 SECONDS WEST, 135.07 FEET TO A POINT ON THE NORTH LINE OF LOT 732; THENCE NORTH 79 DEGREES 31 MINUTES 18 SECONDS WEST, 74.54 FEET ALONG SAID NORTH LINE; THENCE NORTH 03 DEGREES 11 MINUTES 58 SECONDS EAST, 63.09 FEET; THENCE NORTH 11 DEGREES 35 MINUTES 12 SECONDS EAST, 72.52 FEET TO A POINT ON THE SOUTHERLY LINE OF WEST ANN ARBOR TRAIL (66 FEET WIDE); THENCE THE FOLLOWING TWO (2) COURSES BEING ALONG SAID SOUTHERLY LINE; (1) SOUTH 78 DEGREES 33 MINUTES 55 SECONDS EAST, 3.45 FEET; AND (2) SOUTH 78 DEGREES 28 MINUTES 15 SECONDS EAST, 60.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.22 ACRE.

PARCEL C (0.75 ACRE PARCEL)

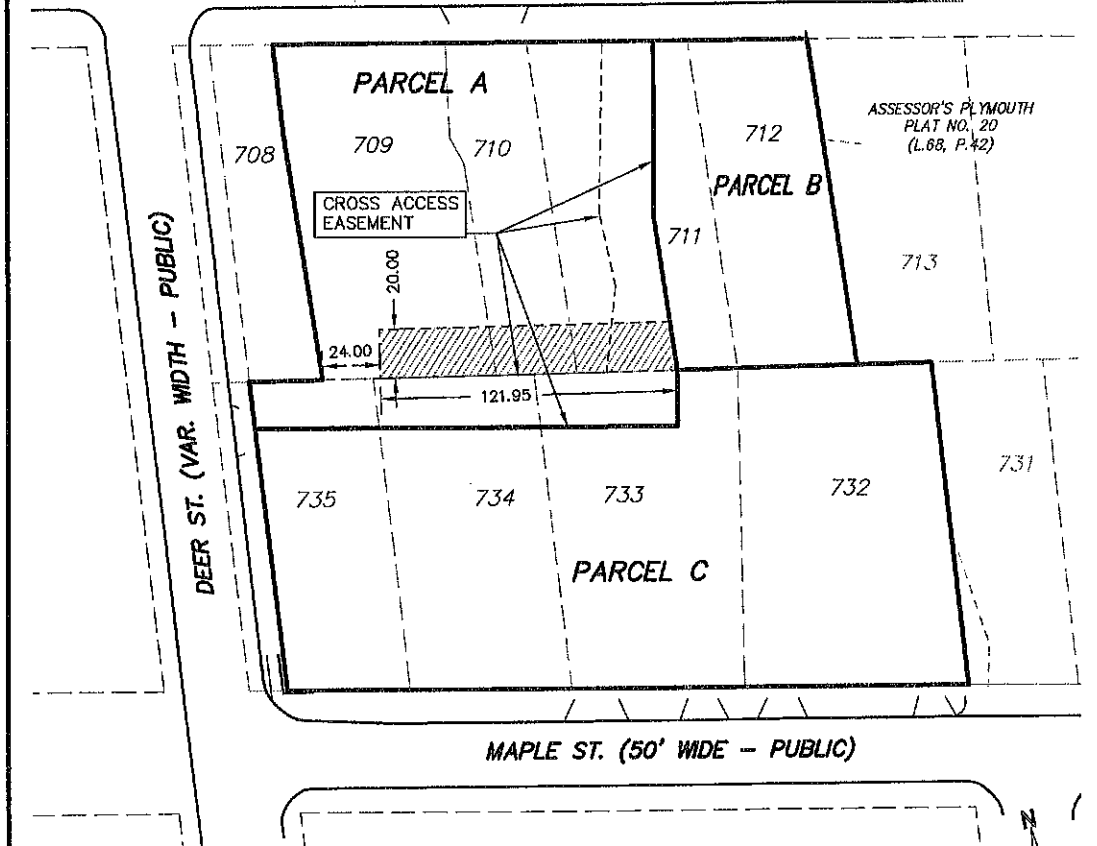
LOT 732 AND A PART OF THE LOTS 733, 734 AND 735 OF ASSESSOR'S PLYMOUTH PLAT NO. 20 OF PART OF SOUTHWEST 1/4 OF SECTION 26, T1S, R8E, CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68, PAGE 42 OF PLATS, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 735, THENCE SOUTH 78 DEGREES 22 MINUTES 55 SECONDS EAST, 15.28 FEET ALONG THE NORTH LINE OF MAPLE STREET (50 FEET WIDE) SAID LINE ALSO BEING THE SOUTH LINE OF LOT 735 TO THE POINT OF BEGINNING; THENCE NORTH 05 DEGREES 00 MINUTES 29 SECONDS EAST, 107.75 FEET; THENCE SOUTH 78 DEGREES 24 MINUTES 48 SECONDS EAST, 173.33 FEET; THENCE NORTH 11 DEGREES 35 MINUTES 12 SECONDS EAST, 22.82 FEET TO A POINT ON THE NORTH LINE OF LOT 733; THENCE SOUTH 79 DEGREES 31 MINUTES 18 SECONDS EAST, 105.16 FEET TO THE NORTHEAST CORNER OF LOT 732; THENCE SOUTH 05 DEGREES 21 MINUTES 28 SECONDS WEST, 132.83 FEET ALONG THE EAST LINE OF SAID LOT TO A POINT ON THE NORTH LINE OF MAPLE STREET; THENCE NORTH 78 DEGREES 22 MINUTES 55 SECONDS WEST, 280.54 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING AND CONTAINING 0.75 ACRE.

EXHIBIT E
TEMPORARY EASEMENT AREA

(see attached)

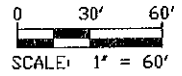
W. ANN ARBOR TRAIL (66' WIDE - PUBLIC)



DEER ST. (VAR. WIDTH - PUBLIC)

ASSESSOR'S PLYMOUTH
PLAT NO. 20
(L.88, P.42)

MAPLE ST. (50' WIDE - PUBLIC)



 TEMPORARY CROSS ACCESS EASEMENT



Know what's below.
Call before you dig.

N:\2018\10152920.00 - Saxon Townships A1 Trail and Deer Drawings\Boundaries\C_16569.00\Temporary Cross Access Easement 08-09-2020.dwg


JEWELL MAPLE		City of Plymouth, Wayne County, MICHIGAN		Temporary Cross Access Easement																					
 <p>6303 26 Mile Road Suite 100 Washington Twp, MI 48094 p (583) 781-6050 f (313) 952-5868 www.giffelswebster.com</p>	Executive: JNR	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">DATE:</th> <th colspan="2">ISSUE:</th> </tr> <tr> <th>Date</th> <th>Issue</th> <th>Date</th> <th>Issue</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		DATE:		ISSUE:		Date	Issue	Date	Issue													Manager: MP	Date: 06.09.20
	DATE:			ISSUE:																					
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Designer: LDA	Quality Control: CAA	Scale: 1"=60'																							
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Copyright © 2020 Giffels Webster. No reproduction shall be made without the prior written consent of Giffels Webster.		Project: 19569.00																							
Landscape Architects		www.giffelswebster.com																							

EXHIBIT F
CITY IRREVOCABLE POWER OF ATTORNEY

IRREVOCABLE POWER OF ATTORNEY

JEWELL MAPLE DEVELOPMENT, LLC, a Michigan limited liability a Michigan limited liability company, with an address of 101 N. Main St., Suite 350, Ann Arbor, Michigan 48104 (“Developer”) does hereby nominate, constitute and appoint the City Attorney for the City of Plymouth as its true and lawful attorney-in-fact, with full power and authority to execute in its name and on its behalf a Covenant Deed (“Deed”) in the form attached as Exhibit H to a certain Planned Unit Development Agreement dated July __, 2020 and recorded in Liber _____, Page _____ of the Wayne County Register of Deeds records, (the “PUD Agreement”) conveying the Property (as more particularly described in **Exhibit A** attached hereto) to the City of Plymouth (“City”) pursuant to Section 7.3.1 of the PUD Agreement upon the Developer’s failure to timely cure a Developer Default following a reversion Default Notice for purposes of confirming the re-vesting title to the Development Parcel in the City..

Pursuant to the terms of this Irrevocable Power of Attorney, the City Attorney shall have the power to bind the Developer as fully and to the same extent as if such Deed was signed by the duly authorized Members of the Developer, and all of the acts of the City Attorney pursuant to the authority given by this Irrevocable Power of Attorney, are hereby ratified and confirmed. This Power of Attorney is coupled with an interest and is irrevocable by the Developer, its successors and assigns. All capitalized terms in this Irrevocable Power of Attorney not otherwise defined herein shall have the meanings given such terms in the PUD Agreement.

Signatures on Page 2.

IN WITNESS WHEREOF the Developer has caused this Irrevocable Power of Attorney to be executed on this ____ day of ____, 2020.

IN THE PRESENCE OF :

DEVELOPER:

JEWELL MAPLE DEVELOPMENT, LLC,
a Michigan limited liability company

By: _____

Its: _____

STATE OF MICHIGAN)

COUNTY OF WAYNE)

) §
)

The foregoing Irrevocable Power of Attorney was acknowledged before me this ____ day of _____, 2020, by _____, Manager of Jewell Maple Development, LLC, a Michigan limited liability company, on behalf of said company.

Notary Public

County, Michigan
My Commission Expires: _____
Acting in the County of: _____

Drafted by and when recorded return to:
Dennis G. Cowan, Esq.
Plunkett Cooney
38505 Woodward Avenue, Suite 100
Bloomfield Hills, Michigan 48304

**EXHIBIT G
REVERSION DEED**

COVENANT DEED

KNOW ALL MEN BY THESE PRESENTS: That **JEWELL MAPLE DEVELOPMENT, LLC**, a Michigan limited liability company, whose address is 101 N. Main St., Suite 350, Ann Arbor, Michigan 48104 ("Grantor") for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), grants, bargains, sells, assigns and conveys to the **CITY OF PLYMOUTH**, a Michigan municipal corporation, with an address of 201 S. Main St., Plymouth Michigan 48170 ("Grantee") the following real property (the "Property") situated in the City of Plymouth, County of Wayne and State of Michigan, and or more particularly described in **Exhibit A** attached hereto.

TOGETHER WITH all hereditaments and appurtenances, reversions, remainders, rents, issues and profits and all of the estate, right, title, interest and claim of the Grantor in the Property.

TO HAVE AND TO HOLD the Property unto the Grantee, Grantee's heirs, successors and assigns, in fee simple forever. This Covenant Deed is given pursuant to Section 7.3.1 of a certain Planned Unit Development Agreement ("PUD Agreement") dated July ____, 2020 and recorded in Liber ____, Page ____ of the Wayne County Register of Deeds. All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Development Agreement.

SUBJECT TO restrictions of record and easements, if any, zoning ordinances, building and use codes, regulations and restrictions and the terms and conditions of the PUD Agreement.

Dated this ____ day of _____, 2020.

Signatures begin on Page 2.

IN WITNESS WHEREOF the Developer has caused this Covenant Deed to be executed on this ____ day of _____, 2020.

IN THE PRESENCE OF :

DEVELOPER:

JEWELL MAPLE DEVELOPMENT, LLC,
a Michigan limited liability company

By: _____

Its: _____

STATE OF MICHIGAN)
) §
COUNTY OF WAYNE)

The foregoing Covenant Deed was acknowledged before me this ____ day of _____, 2020, by _____, Manager of Jewell Maple Development, LLC, a Michigan limited liability company, on behalf of said company.

Notary Public

County, Michigan
My Commission Expires: _____
Acting in the County of: _____

County Treasurer's Certificate	City Treasurer's Certificate
Drafted by and when recorded return to: Dennis G. Cowan, Esq. Plunkett Cooney 38505 Woodward Avenue, Suite 100 Bloomfield Hills, Michigan 48304	Send subsequent tax bills to: Grantee

Tax I.D. No. _____

Exempt from Real Estate Transfer Tax pursuant to MCL 207.505(5)(h)(i) and MCL 207.526(6)(h)(i).

EXHIBIT H
JOINDER AGREEMENT
TO
PLANNED UNIT DEVELOPMENT AGREEMENT

THIS JOINDER AGREEMENT (the "Joinder Agreement") is dated as of _____, 200__ by _____, a _____ ("Related Party").

RECITALS

- A. Pursuant to Section 8.1 of the Planned Unit Development Agreement dated as of _____, 2020 (as amended or otherwise modified from time to time, the "PUD Agreement") by and between Jewell Maple Development, LLC and the City of Plymouth, the Related Party is required to execute and deliver a joinder agreement to the PUD Agreement.
- B. In order to comply with the PUD Agreement, Related Party executes and delivers this Joinder Agreement in accordance therewith.

NOW THEREFORE, as a further inducement to Bank to continue to provide credit accommodations to the Borrower, Related Party hereby covenants and agrees as follows:

1. All capitalized terms used herein shall have the meanings assigned to them in the PUD Agreement unless expressly defined to the contrary.
2. Related Party hereby enters into this Joinder Agreement in order to comply with Section 8.1 of the PUD Agreement.
3. Related Party shall be considered, and deemed to be, for all purposes of the PUD Agreement, the Developer (together with the Developer identified in the PUD Agreement) as the time the Related Party takes title to some or all the real property constituting the Project and hereby ratifies and confirms its obligations under the PUD Agreement, all in accordance with the terms thereof.
4. This Joinder Agreement shall be governed by the laws of the State of Michigan and shall be binding upon Related Party and its successors and assigns.

The Related Party has executed and delivered this Joinder Agreement as of _____, 202__.

[RELATED PARTY]

Resolution

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

WHEREAS The City Commission of the City of Plymouth has approved the Jewell Maple LLC Planned Unit Development Project rezoning and final site-plan, and

WHEREAS The City Administration and Jewell Maple Development LLC, of Michigan have agreed on terms of the required Planned Unit Development Agreement associated with the project that memorializes the agreements made as part of the PUD process, and

WHEREAS The City Attorney and Legal Team has extensively reviewed and approved the Planned Unit Development Agreement, and its exhibits including the access and easement agreements contained in the agreement,

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve the enclosed Planned Unit Development agreement, and its exhibits including the access agreement and necessary easements, and

NOW BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth authorizes and the Mayor and City Clerk to execute the Planned Unit Development Agreement on behalf of the City.



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 - Saxton's Property Sale Purchase Agreement Amendment 07-06-20.docx
Date: June 18, 2020
RE: Amendment to Purchase Agreement Saxton's Property

Background

The City Commission is aware that on January 6, 2020 they entered into a Purchase Agreement with a developer for what is commonly known as the Saxton's Property. This agreement required to the City to exclusively work with the Developer, now known as Jewell Maple Development, LLC. That developer has expended considerable funds on plans, engineering, site review and going through the City's public approval process.

You will recall that there have been several proposals and plans for the property including those proposed by the city and those proposed by private developers. The City, after extensive review of proposals as well as developing their own proposals did enter into an exclusive Letter of Intent with a single developer, which then lead to the Purchase Agreement adopted in January.

The developer has worked through final approvals at public meetings of Planning Commission, Historical Commission and now the City Commission. Once the City Commission approves of the PUD Zoning Change, then the project can proceed to Planned Unit Development Agreement for the property and ultimately to the closing on the property.

The attached Amendment to the Purchase Agreement is the next step in the process. The developer has progressed to a point of putting all of the "parts and pieces" of this project together to be able to move to final acquisition of the property for the approved development.

Mayor Wolcott has been working with the City Attorney's Office on developing the attached Amendment to Purchase Agreement. This amendment covers things such as the easement agreement, lot splits, deeds, and the PUD Agreement.

It is our understanding that Mayor Wolcott has also been keeping the Downtown Development Authority Board "in the loop" on the progress of this project. It is anticipated that money from the sale would be used for upgrades to the city's parking system, including the improvements to the Saxton's parking lot as that is not a part of the PUD Agreement. It should be noted that there is a small sliver of a piece of property that is in the Saxton's parking lot that is privately owned, and the City owns the property on both sides of that property. That is something that the City will have to address in the near future.

Recommendation

The attached Amendment to the Purchase Agreement between the City and Jewell Maple Development LLC has been developed and reviewed by the City Attorney's Office and it will result in the sale of a portion of the property known as the Saxton's Property. The City will maintain ownership of the parking lot.

We have attached a copy of the Amendment to the Purchase Agreement that the City Attorney's Office provided the Administration. We have also prepared a proposed Resolution in accordance with the direction of the City Attorney's Office.

If you have any questions in advance of the meeting please feel free to contact the City Attorney, Mayor Wolcott or myself.

RESOLUTION

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

- WHEREAS The City owns certain property for public parking that is commonly known as The Saxton's Property, and
- WHEREAS There have been a number of proposals and plans for the property from those Proposed by the City and those proposed by private developers, and
- WHEREAS The City, after seeking proposals and developing their own proposals did enter Into an exclusive Letter of Intent with a single developer, and
- WHEREAS That developer has expended considerable funds in the development of their For the redevelopment of a portion of the site, and
- WHEREAS The developer has achieved required approvals from the City's Planning Commission, Historical Commission, and the City Commission, and
- WHEREAS The developer and the city are now at a point to move to a Amend the Purchase Agreement between the City and Jewell Maple Development, LLC.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize an Amendment to the Purchase Agreement between the City of Plymouth (seller) and Jewell Maple Development, LLC (buyer) that is attached and made part of this Resolution.

AMENDMENT TO PURCHASE AGREEMENT

This Amendment to Purchase Agreement is entered into the 10th day of June, 2020 (the "Amendment") by and between the **CITY OF PLYMOUTH**, a Michigan municipal corporation, with an address of 201 S. Main St., Plymouth Michigan 48170 ("City") and **JEWELL MAPLE DEVELOPMENT, LLC**, a Michigan limited liability company, with an address of 101 N. Main St., Suite 350, Ann Arbor, Michigan 48104 ("Buyer")

RECITALS

WHEREAS, the City and Buyer entered into a Purchase Agreement dated January 21, 2020 (the "Agreement");

WHEREAS, the City and Buyer have determined that several amendments to the Agreement are required to reflect agreements between the parties subsequent to the execution of the Agreement.

AGREEMENT

NOW THEREFORE, in consideration of mutual covenants and agreements contained herein, the Parties agree to this Amendment as follows:

1. Defined Terms. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
2. Lot Split and Combinations. The following sentence is added to Section 7(d) of the Agreement, as follows:

The lot split of the property at 686 Maple Street that is owned by an affiliate of the Buyer and the combining of a portion of such lot with (a) the Residential Property and with (b) the City owned parking lot, as in each case depicted on the PUD Plans shall not be required as a condition of Closing, but shall be executed at Closing, held in escrow by the Title Company, but not recorded until the Commencement of Construction of the townhomes at the Residential Property and issuance of building permits, as is stated and provided for in the Planned Unit Development Agreement.

3. Conditions to Closing. Section 11(a)(vi) (Permits, Plans and Construction Documents) is deleted, in full, and replaced, as follows:

Buyer shall have obtained any and all licenses, approvals and permits, it deems necessary in order to close on the Properties. Buyer acknowledges that it shall be required to acquire, pay for all requisite permits and provide all plans and construction documents in order to effect the Commencement of Construction on the Properties after Closing, pursuant to the terms of the Planned Unit Development and as required under City codes and ordinances.

4. Development Agreement. The following section shall be added to Sections 11(a)(viii) and 11(b)(iv), as follows:

The City and the Buyer have agreed on the general form of Planned Unit Development Agreement, the final form of which will be mutually agreed upon and subject to the approval by the City at two City Commission meetings. The parties agree to execute the Planned Unit Development Agreement prior to Closing, provided the Planned Unit Development Agreement will only be effective as further provided under the terms of the Planned Unit Development Agreement.

5. Ann Arbor Trail Access Easement. The City and the Buyer have agreed on the general form of Access Easement providing access to the Jewell Building Property from Ann Arbor Trail and across the City owned parking lot, which is attached hereto as Exhibit A (the "Ann Arbor Trail Access Easement"). The parties agree to execute and deliver the Ann Arbor Trail Access Easement at Closing.

6. Post-Closing Actions. Section 11(c) is added to the Agreement, as follows:

The parties have agreed that the following actions shall take place post-Closing, subject to terms and conditions of the Planned Unit Development Agreement:

- (i) The City and Buyer have agreed on the general form of the Deer Street Access and Maintenance Agreement provided for in Section 7(c) of the Agreement with respect to access to the Residential Property from Deer Street (the "Deer Street Access Easement"). The Deer Street Access Easement will be executed, delivered at Closing and recorded, subject to, and in accordance with, the terms of the Planned Unit Development Agreement.
- (ii) The lot splits and combinations described in Section 2 of this Amendment will take place at such time as provided for in the Planned Unit Development Agreement; and
- (iii) The form of covenant deed for the conveyance of portion of the Buyer's affiliate's property located at 686 Maple as provided for by Section 2 of this Amendment has been generally agreed

to by the Buyer and City (the "686 Maple Deed"). The 686 Maple Deed will be executed and delivered subject to, and in accordance, with the terms of the Planned Unit Development Agreement.

7. All other terms and conditions of the Agreement remain unchanged and are in full force and effect.

8. This Amendment may be executed in counterparts and signed copy of this Amendment delivered by facsimile, email, PDF or other means of electronic submission shall have the same legal effect as delivery of an original signed copy of this Amendment.

IN WITNESS WHEREOF, this Amendment shall be deemed entered into and effective as of the date of the last signature below.

WITNESS:

CITY:

CITY OF PLYMOUTH,
a Michigan municipal corporation

By: _____

Oliver J. Wolcott

Its: Mayor

Dated: _____

WITNESS:

BUYER:

JEWELL MAPLE DEVELOPMENT, LLC,
a Michigan limited liability company

By: _____

Michael Ferrantino

Its: Manager

Dated: _____

EXHIBIT A

Form of Ann Arbor Trail Access Easement

(see attached)

**ANN ARBOR TRAIL
ACCESS AND MAINTENANCE AGREEMENT**

THIS ANN ARBOR TRAIL ACCESS AND MAINTENANCE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2020, by and between City of Plymouth, Michigan, a Michigan municipal corporation, whose address is 201 S. Main Street, Plymouth, MI, 48170 ("Grantor"), and Jewell Maple Development, LLC, a Michigan limited liability company, whose business address is _____ ("Grantee")¹, upon the following terms and conditions.

RECITALS:

A. Grantor is the owner of the real property located in the City of Plymouth, Wayne County, Michigan (the "Grantor Parcel"), which Grantor Parcel is generally depicted as Parcel A on Exhibit A attached hereto and the legal description of the Grantor Parcel is set forth as Exhibit B attached hereto.

B. Pursuant to a certain Purchase Agreement dated as of January 21, 2020, as amended, (the "Purchase Agreement") Grantor is selling and Grantee is purchasing certain parcels of property located in the City of Plymouth, Wayne County, Michigan, (the "Grantee Parcels"), which Grantee Parcels are generally depicted as Parcels B and C on Exhibit A attached hereto and the legal descriptions of the Grantee Parcels are set forth on Exhibit C attached hereto.

C. The closing on the purchase and sale of the Grantee Parcels is occurring on or about the date of this Agreement and pursuant to the Purchase Agreement, the Grantor agreed to grant a perpetual, non-exclusive access easement to Grantee, its successors and assigns over the Grantor Parcel for the benefit of the Grantee Parcels.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

¹ If either the Grantee Parcels are purchased by a separate entity as permitted by the terms of the Purchase Agreement, then such additional buyer will be added as a Grantee to this Agreement.

1. **Grant of Easement.** Grantor hereby grants Grantee and its successors and assigns, a perpetual, non-exclusive easement in, under, over and across portions of the Grantor Parcel consisting of an access drive from W. Ann Arbor Trail ("Access Drive") for the purposes of pedestrian and vehicular ingress and egress to and from Ann Arbor Trail (the "Easement"). The legal description of the area of the Easement and Access Drive (which is one and the same as of the date hereof) is attached as Exhibit A.

2. **Relocation of the Access Drive.** If after the date hereof, the Grantor reconfigures the parking lot located on Grantor's Parcel and relocates the access curb cut from Ann Arbor Trail to the location generally depicted on Exhibit D, then the "Access Drive" and the "Easement", in each case as defined in Section 1 hereof, will be adjusted to reflect the location generally depicted on Exhibit E and the legal description of which is set forth on Exhibit D. Grantor will be solely responsible for all costs associated with the construction of the relocated Access Drive, which shall be constructed of asphalt or concrete as elected by Grantor and otherwise in accordance with all applicable codes. For avoidance of doubt, in all events Grantee will be entitled to access the Grantee Parcels via the Access Drive provided for under Section 1 or via the relocated Access Drive provided under this Section 2.

3. **Maintenance.** Grantor shall be solely be responsible for all costs associated with the maintenance (including snow and ice removal), repair, and replacement of the Access Drive.

4. **Restrictions.** Grantor, its successors and assigns shall not construct or place any buildings or structures, fences, earthen berms or embankments or barriers, or other improvements, other than the paved drive surface, in, under, over or across the Easement without the written consent of Grantee. Grantor, without consent of Grantee, may place public or private utilities within the Easement.

5. **No Claim.** Grantee acknowledges that the Easement is located on a portion of the Grantor's adjacent municipal parking lot. Grantee hereby irrevocably waives any and all claims of interest, entitlement, right or ability to use or park in Grantor's adjacent municipal parking lot provided the invitees and patrons of the Grantee Parcels can use the municipal parking lot for parking purposes in common with other users, subject to observance of all City ordinances, rules and regulations concerning said parking lot, as well as payment of any charges or fees for usage of the parking lot (applicable to all users), so long the Grantor continues to use such property as a municipal parking lot. Grantee acknowledges that the Grantor has the right, in its sole discretion to take any actions allowed under law with respect to its adjacent municipal parking lot including, but not limited to, changing the use, reduce the size, or sell all or part of the municipal parking lot in the future for redevelopment of the site. Grantee releases the Grantor from any and all potential claims mentioned above and waives any and all claims for damages or losses related thereto.

6. **Runs with the Land.** Each and every agreement, covenant, promise and undertaking, obligation, condition, easement, right, privilege, option and restriction made, declared or assumed hereunder, shall be a covenant running with the land, binding upon Grantor and inuring to the benefit of the of Grantee. Any successor owner (by transfer or otherwise) of the Grantor Parcel (or any portion thereof) shall automatically be deemed, by acceptance of the title of such parcel, or any portion thereof, to have assumed all the obligations relating thereto,

and to have agreed to execute any and all instruments and do any and all things reasonably required to carry out the intention of the provisions hereof; but nothing herein contained shall be deemed to relieve the transferor of such parcel from its obligations hereunder which arose prior to such transfer.

7. **Amendment.** This Agreement may be amended, modified or terminated (in whole or in part) only by the written agreement of the parties or their respective successors or assigns, and duly recorded in the office of the Register of Deeds of Wayne County, Michigan.

8. **Notice.** Except as specifically provided otherwise in this Agreement, any notices or demands required under this Agreement shall be in writing addressed to the party at the address set forth above, or such changed address provided in writing by such party pursuant to this paragraph, and served as follows: (a) by personal service with service being effective upon delivery, or (b) by certified mail, return receipt requested, with service being effective two (2) business days after mailing, or (c) by recognized overnight courier service, with service being effective one (1) day after delivery by such courier service. Notices by the parties may be given on their behalf by their respective counsel.

9. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

10. **Invalidity.** The invalidity or unenforceability of any part or revision of this Agreement shall not affect the validity or enforceability of any other part or provision.

11. **Successors.** This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee, their respective successors and assigns and any subsequent owner or mortgagee of the Grantor Parcel of the Grantee Parcels.

12. **Entire Agreement; Transfer Taxes.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement is exempt from transfer tax by reason of MCL 207.526(a) and MCL 207.505(a).

[signatures appear on following page]

The undersigned have executed this Agreement on the date and year first above written.

GRANTOR:

CITY OF PLYMOUTH,
a Michigan municipal corporation

By: _____

Its: _____

and

By: _____

Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020,
by _____, the _____ and by _____ the
_____ of the City of Plymouth, a Michigan municipal corporation.

Notary Public, _____ County, MI
My Commission Expires:

GRANTEE:

JEWELL MAPLE DEVELOPMENT, LLC,
a Michigan limited liability company

By: _____

Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, _____ of Jewell Maple Development LLC, a Michigan limited liability company, on behalf of the company.

Notary Public, _____ County, MI
My Commission Expires:

Drafted by and when
Recorded return to:

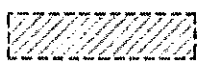
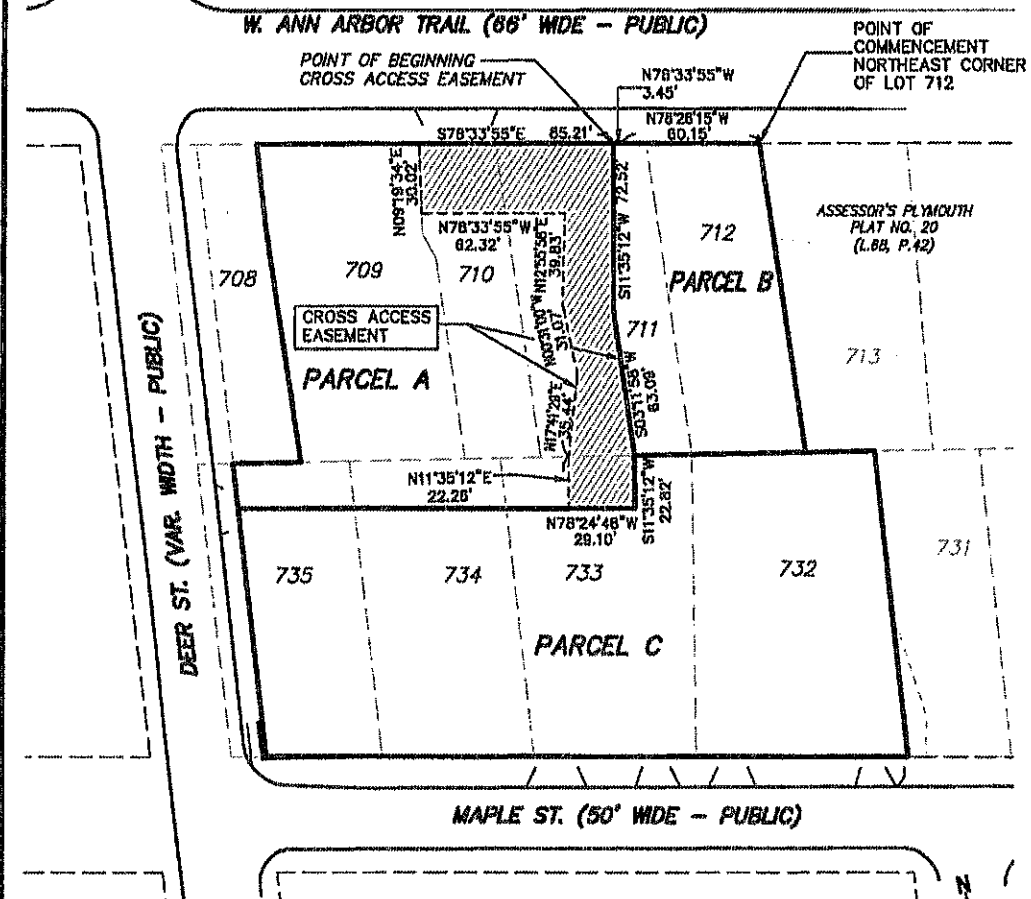
Kevin T. Block
Kerr, Russell and Weber, PLC
500 Woodward Ave., Suite 2500
Detroit, MI 48226

EXHIBIT A

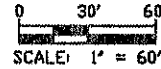
**DRAWING DEPICTING GRANTOR PARCEL GRANTEE PARCELS AND CURRENT
EASEMENT AREA**

(see attached)

EXHIBIT A



CROSS ACCESS EASEMENT



CROSS ACCESS EASEMENT:

BEING PART OF THE LOTS 710, 711, AND 733 OF ASSESSOR'S PLYMOUTH PLAT NO. 20 OF PART OF SOUTHWEST 1/4 OF SECTION 26, T1S, R8E, CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68, PAGE 42 OF PLATS, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 712 OF SAID SUBDIVISION; THENCE THE FOLLOWING TWO (2) COURSES BEING ALONG THE SOUTH LINE OF W. ANN ARBOR TRAIL (66 FEET WIDE); (1) NORTH 78 DEGREES 28 MINUTES 15 SECONDS WEST, 60.15 FEET; AND (2) NORTH 78 DEGREES 33 MINUTES 55 SECONDS WEST, 3.45 FEET TO THE POINT OF BEGINNING; THENCE THE FOLLOWING ELEVEN (11) COURSES BEING ALONG THE PERIMETER OF SAID EASEMENT; (1) SOUTH 11 DEGREES 35 MINUTES 12 SECONDS WEST, 72.52 FEET; AND (2) SOUTH 03 DEGREES 11 MINUTES 58 SECONDS WEST, 63.09 FEET; AND (3) SOUTH 11 DEGREES 35 MINUTES 12 SECONDS WEST, 22.82 FEET; AND (4) NORTH 78 DEGREES 24 MINUTES 48 SECONDS WEST, 29.10 FEET; AND (5) NORTH 11 DEGREES 35 MINUTES 12 SECONDS EAST, 22.26 FEET; AND (6) NORTH 17 DEGREES 41 MINUTES 29 SECONDS EAST, 35.44 FEET; AND (7) NORTH 00 DEGREES 31 MINUTES 00 SECONDS WEST, 31.07 FEET; AND (8) NORTH 12 DEGREES 55 MINUTES 58 SECONDS EAST, 39.83 FEET; AND (9) NORTH 78 DEGREES 33 MINUTES 55 SECONDS WEST, 62.32 FEET; AND (10) NORTH 09 DEGREES 19 MINUTES 34 SECONDS EAST, 30.02 FEET TO A POINT ON THE SOUTHERLY LINE OF WEST ANN ARBOR TRAIL; AND (11) SOUTH 78 DEGREES 33 MINUTES 55 SECONDS EAST, 85.21 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.



Know what's below. Call before you dig.

JEWELL MAPLE

City of Plymouth, Wayne County, MICHIGAN

Cross Access Easement

giffels webster
Engineers Surveyors Planners
Landscape Architects

8303 28 Mile Road
Suite 100
Washington Twp, MI 48094
p (800) 781-8159
p (313) 962-5068
www.giffelswebster.com

Executive:	JWR
Manager:	MP
Designer:	LDA
Quality Control:	CAA
Checker:	28
Scale:	T-J-S R-4-E

DATE	ISSUE

Date:	04.09.20
Scale:	1"=30'
Sheet:	1 of 1
Project:	18899-00

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181819(06/20)18899-00 - Survey Townships M, T, R and Deer County Boundary Map 1 - 18899-00 Cross Access Easement 04-09-2020.dwg

EXHIBIT B

LEGAL DESCRIPTION OF THE GRANTOR PARCEL

PARCEL A (0.53 ACRE)

LOTS 709, 710 AND BEING PART OF THE LOTS 711, 733, AND 734 OF ASSESSOR'S PLYMOUTH PLAT NO. 20 OF PART OF SOUTHWEST 1/4 OF SECTION 26, T1S, R8E, CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68, PAGE 42 OF PLATS, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF LOT 712 OF SAID SUBDIVISION; THENCE THE FOLLOWING TWO (2) COURSES BEING ALONG THE SOUTH LINE OF W. ANN ARBOR TRAIL (66 FEET WIDE); (1) NORTH 78 DEGREES 28 MINUTES 15 SECONDS WEST, 60.15 FEET; AND (2) NORTH 78 DEGREES 33 MINUTES 55 SECONDS WEST, 3.45 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 11 DEGREES 35 MINUTES 12 SECONDS WEST, 72.52 FEET; THENCE SOUTH 03 DEGREES 11 MINUTES 58 SECONDS WEST, 63.09 FEET; THENCE SOUTH 11 DEGREES 35 MINUTES 12 SECONDS WEST, 22.82 FEET; THENCE NORTH 78 DEGREES 24 MINUTES 48 SECONDS WEST, 122.52 FEET; THENCE NORTH 05 DEGREES 03 MINUTES 28 SECONDS EAST, 20.54 FEET TO A POINT ON THE SOUTH LINE OF LOT 709; THENCE NORTH 79 DEGREES 31 MINUTES 18 SECONDS WEST, 21.07 FEET ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER LOT 709; THENCE THE FOLLOWING TWO (2) COURSES BEING ALONG THE WEST LINE OF LOT 709; (1) NORTH 02 DEGREES 51 MINUTES 35 SECONDS EAST, 102.20 FEET; AND (2) NORTH 05 DEGREES 03 MINUTES 35 SECONDS EAST, 36.56 FEET TO A POINT ON THE SOUTHERLY LINE OF W. ANN ARBOR TRAIL; THENCE SOUTH 78 DEGREES 33 MINUTES 55 SECONDS EAST, 156.38 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING AND CONTAINING 0.53 ACRE.

EXHIBIT C

LEGAL DESCRIPTION OF GRANTEE PARCELS

PARCEL B (0.22 ACRE)

LOT 712 AND A PART OF THE LOT 711 OF ASSESSOR'S PLYMOUTH PLAT NO. 20 OF PART OF SOUTHWEST 1/4 OF SECTION 26, T1S, R8E, CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68, PAGE 42 OF PLATS, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 712; THENCE SOUTH 03 DEGREES 00 MINUTES 59 SECONDS WEST, 135.07 FEET TO A POINT ON THE NORTH LINE OF LOT 732; THENCE NORTH 79 DEGREES 31 MINUTES 18 SECONDS WEST, 74.54 FEET ALONG SAID NORTH LINE; THENCE NORTH 03 DEGREES 11 MINUTES 58 SECONDS EAST, 63.09 FEET; THENCE NORTH 11 DEGREES 35 MINUTES 12 SECONDS EAST, 72.52 FEET TO A POINT ON THE SOUTHERLY LINE OF WEST ANN ARBOR TRAIL (66 FEET WIDE); THENCE THE FOLLOWING TWO (2) COURSES BEING ALONG SAID SOUTHERLY LINE; (1) SOUTH 78 DEGREES 33 MINUTES 55 SECONDS EAST, 3.45 FEET; AND (2) SOUTH 78 DEGREES 28 MINUTES 15 SECONDS EAST, 60.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.22 ACRE.

PARCEL C (0.75 ACRE PARCEL)

LOT 732 AND A PART OF THE LOTS 733, 734 AND 735 OF ASSESSOR'S PLYMOUTH PLAT NO. 20 OF PART OF SOUTHWEST 1/4 OF SECTION 26, T1S, R8E, CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68, PAGE 42 OF PLATS, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 735, THENCE SOUTH 78 DEGREES 22 MINUTES 55 SECONDS EAST, 15.28 FEET ALONG THE NORTH LINE OF MAPLE STREET (50 FEET WIDE) SAID LINE ALSO BEING THE SOUTH LINE OF LOT 735 TO THE POINT OF BEGINNING; THENCE NORTH 05 DEGREES 00 MINUTES 29 SECONDS EAST, 107.75 FEET; THENCE SOUTH 78 DEGREES 24 MINUTES 48 SECONDS EAST, 173.33 FEET; THENCE NORTH 11 DEGREES 35 MINUTES 12 SECONDS EAST, 22.82 FEET TO A POINT ON THE NORTH LINE OF LOT 733; THENCE SOUTH 79 DEGREES 31 MINUTES 18 SECONDS EAST, 105.16 FEET TO THE NORTHEAST CORNER OF LOT 732; THENCE SOUTH 05 DEGREES 21 MINUTES 28 SECONDS WEST, 132.83 FEET ALONG THE EAST LINE OF SAID LOT TO A POINT ON THE NORTH LINE OF MAPLE STREET; THENCE NORTH 78 DEGREES 22 MINUTES 55 SECONDS WEST, 280.54 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING AND CONTAINING 0.75 ACRE.

EXHIBIT D

**DEPICTION AND LEGAL DESCRIPTION
OF THE RELOCATED EASEMENT**

(see attached)



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 - Adoption of the Multi-Model Transportation Policy - 07-06-20.docx
Date: June 22, 2020
RE: Multi-Model Transportation Policy Adoption

Background

The City Commission Strategic Plan calls for the development and adoption of a Multi-Model Transportation Policy. The City Planning Commission began the development of this Transportation Policy as a part of the 2018 Master Plan review.

More recently, the City Planning Commission reviewed and approved the draft policy at their June 10, 2020 meeting. They suggested a couple of minor amendments and those have been incorporated in this draft for the City Commission.

The Plan allows for flexibility as methods and best practices change over time. Some streets will have dedicated bike lanes where feasible and others may have just pavement markings indicating a sharing of the road and most residential side streets will remain as they are due to the limited right of way. Some streets will have pedestrian improvements as our road program continues. The City Commission will see the first phase of the plan go into effect this summer with the Main Street road diet program between Ann Arbor Trail and Ann Arbor Road.

There is an attached memorandum from Community Development Director John Buzuvis which provides additional background and a copy of the proposed plan.

RECOMMENDATION:

The City Administration recommends that the City Commission adopt the proposed Multi-Model Transportation Policy in accordance with the City's Master Plan. A proposed Resolution is attached.

Should you have any questions in advance of the meeting please feel free to contact either John Buzuvis or myself.

ADMINISTRATIVE RECOMMENDATION

To: Paul Sincock, City Manager
From: John Buzuvis, Community Development Director 
Cc: C:\Users\jwb.PLYMOUTH\Desktop\Buzuvis\Complete Streets 2020
Date: June 19, 2020
Re: Complete Streets/Multi-Modal Transportation Policy

BACKGROUND: The 2020 City of Plymouth Strategic Plan lists the development and adoption of a Complete Streets/Multi-Modal Transportation Policy as one of the strategic goals for this year. To reach that goal the City Administration in conjunction with the Planning Commission have developed a Complete Street/Multi-Modal Transportation Plan for the City Commissions review.

The enclosed policy is reflective of the Transportation Plan contained in the City's 2018 Master Plan with specific focus on the non-motorized sections of that plan. Additionally, the administration reviewed other similar plans from communities both locally and nationally. The enclosed policy is intended to serve as a reference and guiding document for the administration and City Commission related to transportation planning decisions moving forward.

Many of the elements contained in the plan are included in the 2020 infrastructure design. Specifically, S. Main St. between Ann Arbor Tr. and Ann Arbor Rd. will be on a "road diet" with the addition of dedicated bike lanes and reduction of that section of Main St. from four (4) lanes to three (3) lanes with the addition of a northbound and southbound bike lane.

The enclosed policy is intended to be easily understandable, concise and referred to regularly. Additionally, the policy is easily amended as technology, best practices, community context and desires change.

The Planning Commission reviewed and approved the draft policy at their June 10, 2020 regular meeting and suggested a couple minor amendments that have been incorporated.

Recommendation:

The Administration recommends that the City Commission review and adopt the enclosed Multi-Modal/Complete Streets policy. Enclosed please find the policy as well as the transportation maps contained in the Master Plan that should be used in conjunction with the policy for future transportation planning decisions.

Please contact me directly if you have any questions.

For purposes of this section, “complete streets” are streets that safely accommodate all users of the right-of-way, including pedestrians, people requiring mobility aids, bicyclists and motorists.

In order to promote safe and efficient network of public streets for access by pedestrians, bicyclists, and motorists of all ages and abilities the City of Plymouth shall approach each transportation project and program as an opportunity to implement complete streets, especially in planning, design, and construction of public streets and sidewalks.

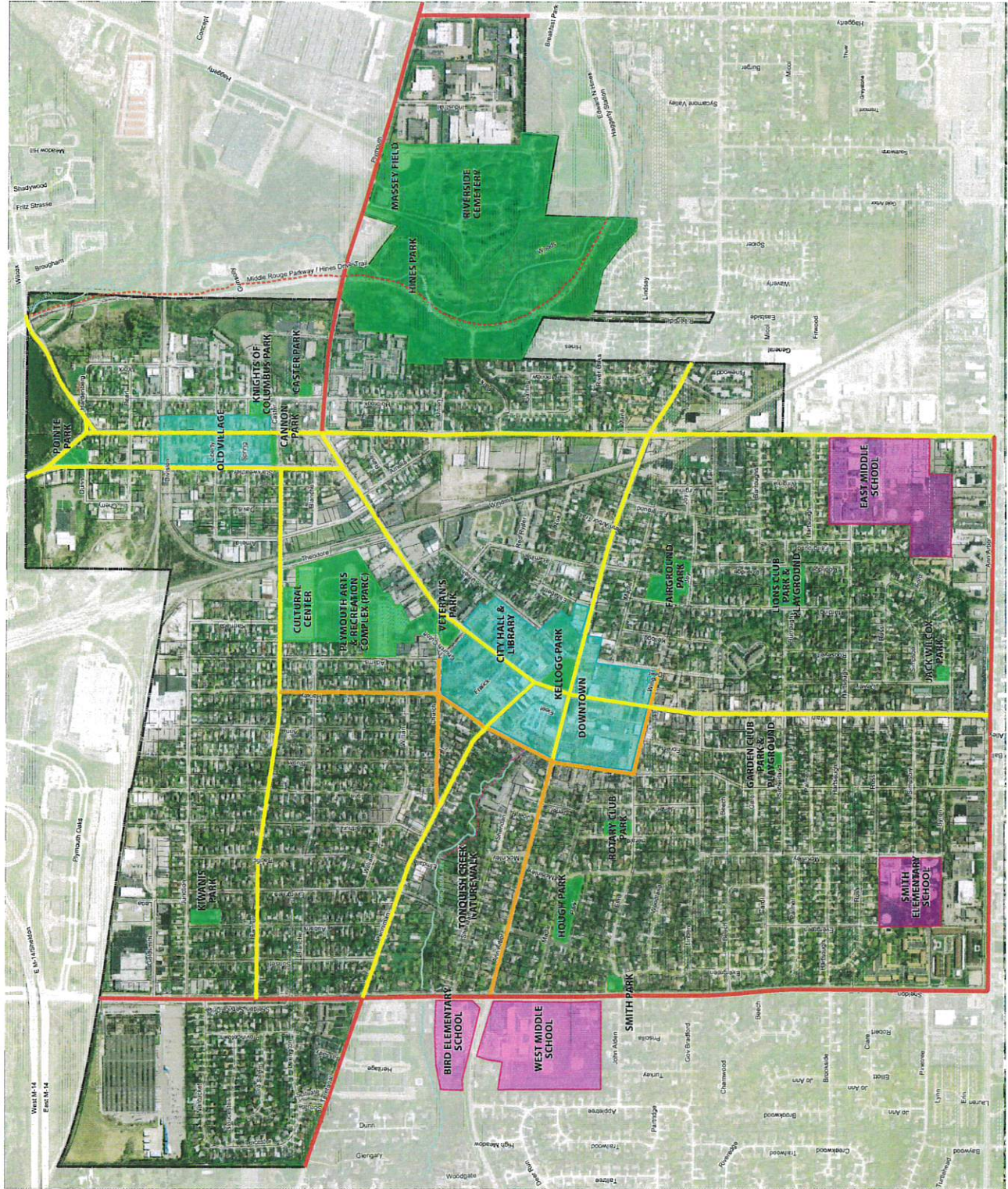
When planning various elements of transportation design, zoning ordinances, land uses, and improvements of existing city roadways, pathways, and parks the City shall give priority to the following:

- Safety of pedestrians, people requiring mobility aids, bicyclists, and motorists
- Street design elements that safely encourage and support walking, biking, and other modes of non-motorized transportation
- Context of the surrounding community as well as the broader needs of the City

Elements of complete streets to be incorporated into the design of infrastructure projects, where practical and appropriate, include but are not limited to:

- Sidewalk access and Continuity Improvements
- On-Street Bike Lanes
- Pedestrian Refuge Islands
- Street Trees
- Installation of Pedestrian Crossing Signals
- On-Street Shared Lane Markings
- On-Road Paved Shoulders
- Bicycle Features (bike repair stations, rest-areas, water fountains etc.)
- Pedestrian and Bicycle connections with adjacent communities

The City recognizes that not all modes of transportation can receive the same degree of accommodations on every street; however, the goal is for users of all ages and abilities to safely, comfortably, and conveniently travel across and through the community

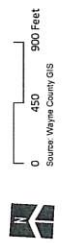


- PRINCIPAL ROUTES**
- Major Arterial
 - Major Collector
 - Minor Collector
 - Walking Path
 - Walking / Biking Path

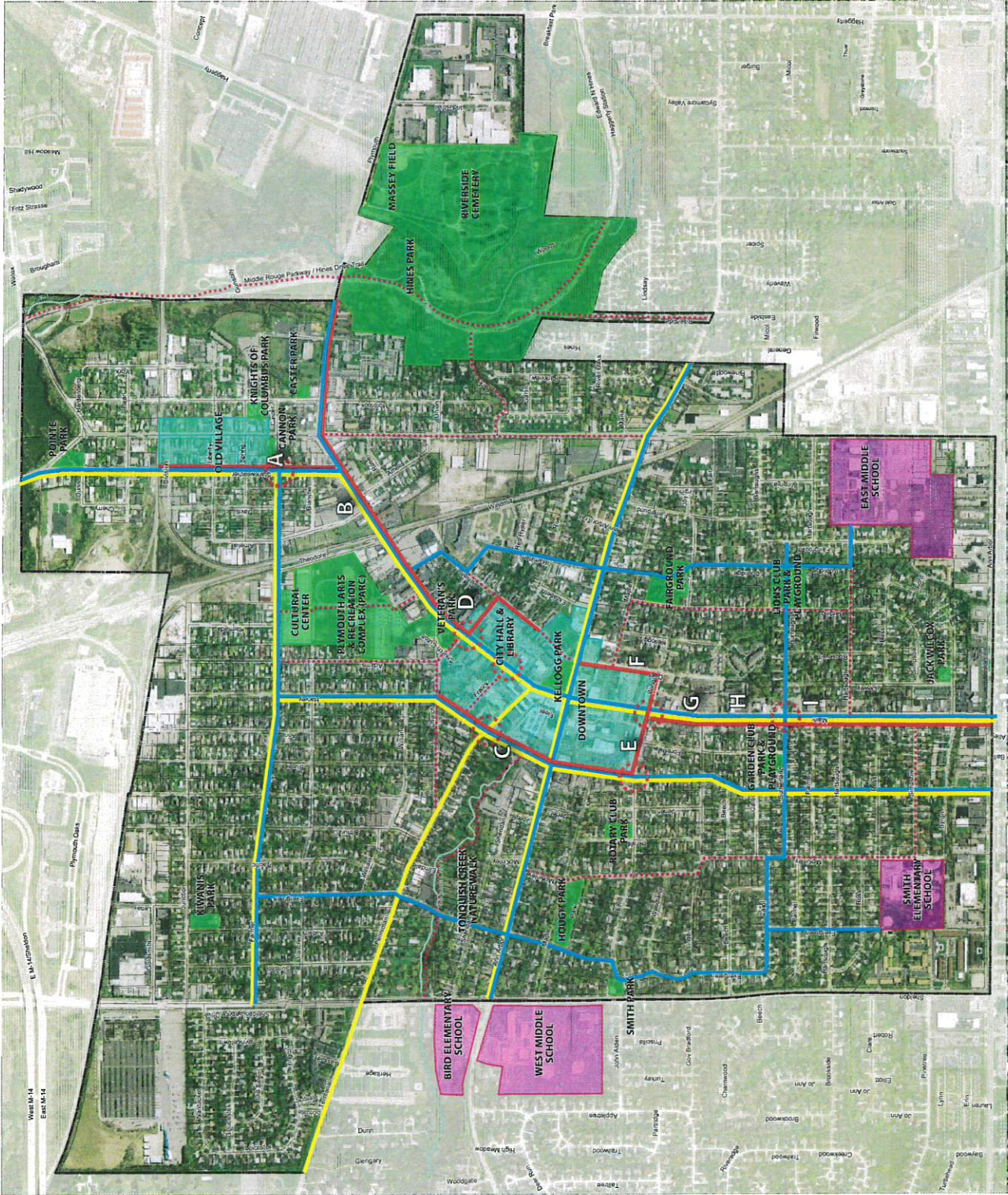
- DESTINATIONS**
- Neighborhoods / Districts
 - Parks
 - Schools

FIGURE 11: EXISTING TRANSPORTATION CONDITIONS

City of Plymouth, Michigan



Carlisle/Wortman Associates
August 2016



PRIMARY / PRIORITY ROUTES

- Vehicles
- Bicycles
- Pedestrians
- Pedestrian Improvements

Secondary Routes

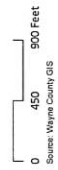
- DESTINATIONS**
- Neighborhoods / Districts
 - Parks
 - Schools

NOTES

- A: Sidewalk too narrow
- B: No buffer between walk and street; sidewalk too narrow
- C: No buffer between walk and street; sidewalk too narrow
- D: No walk in front of fire house; no walk near library play lot
- E: No buffer between walk and street; signs located in sidewalk
- F: No buffer between walk and street
- G: Hard to cross Main Street
- H: Lots of curb cuts
- I: No buffer between walk and street

**FIGURE 12:
PRIMARY & SECONDARY
TRANSPORTATION ROUTES**

City of Plymouth, Michigan



Cartisle/Wortman Associates
August 2016

RESOLUTION

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

- WHEREAS The City of Plymouth has identified the development and adoption of a multi-modal/complete streets policy in their 2020 Strategic Plan, and
- WHEREAS The Administration has developed a draft multi-modal/complete streets policy, and
- WHEREAS The City of Plymouth Planning Commission has reviewed and approved the enclosed multi-modal/complete streets policy at their June 10, 2020 regular meeting,

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby approve and adopt the enclosed Multi-Modal/Complete Streets Policy



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 - RRC Adoption of Public Participation Plan 07-06-20.docx
Date: June 22, 2020
RE: Redevelopment Ready Community (RRC) Public Participation Plan

Background

The City Commission is aware that our Community Development Department has been working towards becoming a State of Michigan Redevelopment Ready Community (RRC) for a couple of years now. We are going through the various steps of this certification, which is obviously a long and involved process.

The RRC certification will show potential developers that we use best practices. One of the best practices that we must formally adopt is a Public Participation Plan for planning purposes. We are just merely formalizing what we already do, so none of this is new to our operations.


This is the next step in our certification process and the City Planning Commission has already reviewed and adopted this plan. There is an attached Resolution from our Community Development Department leadership which further outlines this proposal.

RECOMMENDATION:

The City Administration recommends that the City Commission adopt the Redevelopment Ready Community Public Participation Plan as attached. The City Planning Commission has already reviewed this plan and has adopted a recommendation for the City Commission to adopt the plan.

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

ADMINISTRATIVE RECOMMENDATION

To: Paul Sincock, City Manager
From: John Buzuvis, Community Development Director 
Greta Bolhuis, AICP, Asst. Community Development Director 
CC: S:\Community Development\GRETA BOLHUIS\2020 RRC
Date: June 19, 2020
Re: Adoption of Public Participation Plan (RRC)

BACKGROUND:

The City of Plymouth has been working towards Redevelopment Ready Communities (RRC) Certification since 2017. The City's Baseline Report was presented by the RRC Planner on September 4, 2018 and Mayor Wolcott signed the resolution of intent to proceed on September 17, 2018.

Best Practice 1 in RRC certification requires a public participation plan for engaging a diverse set of community stakeholders in the planning process. This plan defines outreach strategies and how the success of these strategies will be evaluated.

In summary, this plan identifies goals for public participation which includes involving all residents, educating the community, and utilizing a variety of engagement tools that are project specific. The plan recognizes key stakeholders the City should engage in the planning process. The communication toolbox and strategies for outreach highlight specific methods to obtain public participation and the minimum level of engagement required for planning issues.

The Planning Commission reviewed and approved the document at their June 10, 2020 meeting. Once reviewed and approved by the City Commission the plan will be submitted to the Michigan Department of Economic Development (MEDC). MEDC will then update the City's progress and status in attaining RRC certification. At this time, the City has completed approximately 60% of the requirements to attain certification.

RECOMMENDATION:

Staff recommends that the City Commission approve and adopt the Public Participation Plan. Should you have any questions please contact us directly.



City of Plymouth, Michigan

Public Participation Plan

**Last Updated:
June 19, 2020**

Overview and Purpose

The City of Plymouth believes that public input in planning and policy development processes is crucial to building consensus and buy-in from community stakeholders. The city seeks to engage the community and allow public input to inform planning and policy outcomes in a clear and consistent manner. The city recognizes that there is no one way of communicating and this plan identifies methods that make sense for the city today. This plan is intended to create a culture of collaborative visioning that enriches democracy by allowing community members to voice their ideas, not just their complaints. Public participation, when properly executed, builds community consensus and strengthens sense of place. By documenting and analyzing information on participation efforts, the City of Plymouth will be able to more objectively assess its efforts and adjust accordingly. This creates a dynamic and effective set of best practices the city may consult for future uses. Public participation is not a one-size-fits-all exercise. Certain strategies are more appropriate in some circumstances than others and a successful practice in one situation may not be as successful in another. This plan is intended to serve as an internal resource for ideas on how to best engage productive collaboration with stakeholders and the public.

Public Participation Goals

The City of Plymouth Public Participation Plan is based upon a set of objectives intended to guide city staff and elected and appointed officials' actions as they move through the planning and policy process:

- Involve all residents.
 - o Every resident in the City of Plymouth has an equal voice in planning and policy development. Several approaches are needed to give everyone a voice.
- Utilize effective and equitable engagement tools.
 - o Recognize that no single technique or approach will work in all cases. City staff and officials must consider the special communication needs of the public and use the best approaches to accomplish this objective. The city is committed to seeking new and innovative ways to engage and keep the public involved throughout the process.
- Educate the community.
 - o Effective participation in the decision-making process requires an understanding of land use and zoning issues and the framework for making local investment decisions. Ensure that planning related background information is easy to find and easy to understand. Planning professionals and officials should use photos, maps, diagrams, and other visual mediums that optimize public understanding of issues and concepts as often as possible.
- Develop and maintain staff expertise to inform and support participation.
 - o City staff understand the composition of the community that results in an open and welcoming environment. Staff is encouraged to convey issues and information in meaningful ways to various cultural groups. Staff should ensure equitable representation for all segments of the population and sectors of the economy.
- Provide a transparent record of public engagement.
 - o To properly capture the concerns, priorities, and vision of the public, city staff will develop a system to track the various techniques and mechanisms of public input. To maintain transparency and consistency, the City of Plymouth will share results of public participation efforts with the public.

Any third-party consultants hired by the city for assistance with any of the items noted in this plan will be required to adhere to the public participation strategies identified herein.

Public Participation Requirements

Basic requirements for public participation are mandated in state and federal laws for certain public projects and development reviews. The City of Plymouth boards and commissions shall follow the local and state laws below that outline public participation requirements. These laws set forth the minimum standards and the city must follow. The city seeks to exceed that minimum in each area for which they apply.

City of Plymouth Code of Ordinances

Michigan Open Meetings Act (Public Act 267 of 1976)

Michigan Planning Enabling Act (Public Act 33 of 2008)

Michigan Zoning Enabling Act (Public Act 110 of 2006)

Brownfield Redevelopment Financing Act (Public Act 381 of 1996)

Downtown Development Authority Act (Public Act 57 of 2018)

Key Stakeholders

The Public Participation Plan identifies important groups that can assist and enhance the public participation process. Additionally, it identifies groups that are not often engaged or involved in the planning process. The city expects this list to grow as more groups and individuals are engaged in the process. The following have been identified as key stakeholders:

- City Boards and Commissions
- Business owners
- Plymouth Chamber of Commerce
- Plymouth-Canton School District
- Plymouth Council on Aging
- Local service clubs (Rotary, Kiwanis, Lion's Club, Oddfellows, etc.)
- Area places of worship
- Major local employers
- Local real estate professionals
- Local builders
- Potential investors
- Adjacent municipalities
- County, Regional, and State elected officials

Communication Toolbox

The City of Plymouth utilizes standard methods of announcing public meetings and other planning events. However, because these methods do not yield a consistent level of public participation, the city runs the risk of losing the involvement of identified key stakeholders. Therefore, the city has identified other tools that may be used to reach a broader audience. The methods listed below are not exhaustive and should be updated as needed.

Tier One: Basic methods

These basic methods will be utilized when advising the public of routine planning activities:

- Website posting at www.plymouthmi.gov
- Calendar event on the website
- Notification email send to members of the "City of Plymouth Meeting Agendas & Minutes" listserv
- Legal notice posted in the Plymouth Observer (all public hearings)
- Individual mailings to neighboring properties (when required – 300-foot boundary)

Tier Two: Enhanced methods

These enhanced methods will be used when trying to reach out to the community and ask for input on a broad range of planning, ordinance, and policy issues. These methods may require additional resources compared to the Tier One approaches. This may include one or more of the following:

- Community workshops: Presentation of information and solicitation of opinions and ideas from the public at large. The nature of the workshop will vary and depend on the project being proposed. This may include staff presentation of maps and exhibits and/or staff facilitation of discussion at different workstations.
- Social networking: Facebook, Twitter, Instagram
- Plymouth Pulse Newsletter (produced monthly)
- Individual mailings (beyond what is required)
- Newspaper paid postings
- Attachment to tax bills
- Fliers posted at community buildings (City Hall, Cultural Center, Library)

Tier Three: Active engagement methods

These active engagement methods will be used when trying to engage the community and ask for input on long-range planning and land policy issues. These approaches will typically be utilized for master plans and significant land use policy issues. These methods will require more resources than the first two tiers. This may include one or more of the following:

- Charrettes: A charrette is an intensive collaborative planning process that is typically held over a two to three-day period. It is used to develop and test concepts and designs in specific areas of the community. In a charrette, professionals provide design and strategic input while community members provide local information, feedback, and critique.
- Crowdsourcing: Crowdsourcing is the practice of obtaining information or input into a task or project by engaging many people typically via the internet and social media. It is used to solicit input on specific planning concepts and approaches.
- Focus Groups: Focus group meetings provide opportunities for stakeholders to provide input and to allow ideas and concepts to be tested.
- One-on-One Interviews: Interviews may be conducted in a one-on-one approach to gather specific input regarding planning topics. Interviews may be useful when soliciting input from someone directly impacted by planning activities or by someone with expertise in a certain area.

Strategies for Outreach

The Public Participation Plan allows the City of Plymouth to encourage and plan for public input, rather than simply reacting to it or requesting it because it is required.

The table on the following page illustrates the level of engagement applicable for the noted planning issues or activities. The level of notice may vary from project to project. This list will be refined as the Public Participation Plan is updated.

Planning Issues	Tier 1	Tier 2	Tier 3
Master Plan update	A	A	A
Zoning ordinance amendment	A	A	S
Corridor improvement/sub area plan	A	A	A
Recreation plan	A	A	A
Development project/site plan review	A	S	
Public hearings	A	S	
Regular meetings	A	S	
Special meetings	A	S	
Positive meeting mentions, awards, and honors	S	S	
A= Always, S=Sometimes			

Communicating Results

The intention of this plan is not simply to gather input from Plymouth stakeholders, but rather to engage the public in a multi-directional conversation. How the public comment influenced a process or project must be communicated. This demonstrates that the responses were heard and creates an environment of transparency. The following are examples of ways to communicate public feedback:

- Public meetings: All public meeting minutes are posted online after the minutes are approved. A hard copy of the minutes will be available in the appropriate City Hall department (Community Development or City Clerk).
- Surveys: When utilized, surveys will vary by planning project. Generally, a summary of the results will be posted online. A hard copy of the results will be available in the Community Development Department.
- Social networking: Staff in the City Manager's office are responsible for monitoring the municipal Facebook and Twitter pages and will respond to planning related public posts within 48 hours, as needed.
- One-on-one interviews: General information will be shared with the public, but names and specific details of participants will be kept confidential unless otherwise requested.
- Community workshops/informational meetings: Notes and photographs will be taken during community workshops. These notes will be posted on the City's website.

Evaluating Success

This plan shall be reviewed in the first quarter of even numbered years. Any updates that are required shall be presented to the Planning Commission for approval and then forwarded to the City Commission for final approval.

RESOLUTION

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

- WHEREAS The City of Plymouth has been engaged in the Redevelopment Ready Communities (RRC) certification process since 2017, and
- WHEREAS RRC Best Practice #1 requires the City of Plymouth to adopt a Public Participation Plan and to evaluate its outcomes, and
- WHEREAS The Public Participation Plan was reviewed and approved by the Planning Commission on June 10, 2020, and
- WHEREAS The City Commission has reviewed the Public Participation Plan.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby approve and adopt the Public Participation Plan.

NOW BE IT FURTHER RESOLVED THAT the City Commission directs staff to submit the approved Public Participation Plan to the MEDC to fulfill this requirement of the RRC Program



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 - City Hall Telephone System 07-01-20.docx
Date: July 1, 2020
RE: Telephone System Replacement City Hall

Background

The City Administration previously notified the City Commission that the current telephone system here at City Hall was an issue as the vendors no longer support the system due to its age. The system was originally purchased in the late 1980's and it replaced the old Michigan Bell PBX system that was in place for decades prior to that.

During the Covid-19 period, we were not able to use some of the phone systems as they could not be repaired to work properly. We did a couple of work arounds to make it operational, but not to what we needed. Again, due to the age of the systems it is difficult to find parts and repair people who know how to repair computer equipment that was put into place in the last century.

We have reviewed our options and moving forward we feel that we must move to current technology. We would recommend that we amend our current lease/maintenance contract with Zultys Communications Systems. The end result is an actual reduction in costs by approximately \$1,000 a month.

We have attached a memorandum from Tom Alexandris as additional background on this matter.

RECOMMENDATION:

The City Administration recommends that the City Commission authorize an addition to the existing agreement with Zultys Communication Systems to replace the City Hall telephone systems. We have prepared a proposed Resolution for the City Commission to consider regarding this matter.

Should you have any questions in advance of the meeting please feel free to contact either Tom Alexandris or myself.



CITY OF PLYMOUTH

www.plymouthmi.gov

201 S. Main
Plymouth, Michigan 48170-1637

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

TO: Paul Sincok
City Manager

July 1, 2020

FROM: Tom Alexandris, 
Director of IT/HR

SUBJECT: Telephone System Replacement – City Hall

The City of Plymouth was notified last week that the current phone system at city hall including the police and fire departments would no longer be supported. Due to the age of the system, there has been increasing difficulty in getting replacement parts. We had scheduled to replace the system during the 2021-2022 budget year however that needs to be done in the 2020-2021 budget year.

Background

The current phone system at city hall was originally installed in 1989. In the 30 plus years since then it has gone through multiple upgrades and enhancements. We have focused on just maintaining the system as it was meeting the basic needs of the facility. In addition, due to the required staff time to migrate to a new system, we wanted to ensure we had resources available to have a successful migration.

Last week, the vendor Advanced Communications Solutions is no longer able to support the existing system due to age and availability of parts. Even with the increased use of other communications methods (email, text, social media, etc.), providing phone service is still critical to the City's operations.

Recommendation

The Cultural Center, Municipal Services facility and the Downtown Development Authority are all currently utilizing the Zultys Voice-over-IP (VOIP) communications systems. They have been on that system for roughly 6 years. Originally, the Cultural Center moved to that system after their system failed several years ago. Then we brought on MSD and eventually the DDA. Before this move occurred, the City was using 4 different systems. By moving city hall over to the Zultys system, all facilities would be operating on the same system.

THE CITY OF HOMES

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The City is currently in the middle of a 5-year lease/maintenance contract with Zultys. City hall would be added to that existing agreement. Once the agreements expire, city staff would evaluate whether to extend the agreement or pursue other options through the formal bidding process.

We are recommending that the City Commission approve the addition to the existing agreement to extend the existing phone system at Municipal Services, the Cultural Center and the DDA to include City Hall.

In evaluating migrating city hall onto the same system as the other facilities, there will be monthly savings and ROI of approximately 6 months on the installation costs (\$6,985). The ROI may be shorter with savings through efficiencies gain on the entire organization being on the same system. However, those numbers fall into the soft costs which are hard to quantify.

Current Costs –

Maintenance (monthly) – \$415

Circuit Costs (monthly) - \$2,630

Proposed Costs –

Lease/Maintenance (monthly) - \$1,970.50

Circuit Costs - \$0 (will use existing circuits)

Savings (monthly) –

$\$3,045 - \$1,970.50 = \$1,074.50$

PLYMOUTH CITY COMMISSION
RESOLUTION OF ADOPTION
Telephone Services – City Hall

WHEREAS, the City of Plymouth operates a variety of communication systems throughout all facilities and was informed the telephone system at City Hall is no longer supported, and

WHEREAS, the administration, has reviewed alternatives and believes the best course of action is to amend the current lease agreement the covers DMS, Cultural Center and the DDA to include the equipment at City Hall.

NOW THEREFORE BE IT RESOLVED, that the City of Plymouth amend the current telephone lease to include the City Hall facility to Zultys in the amount not to exceed \$6,985 initially and \$1,970.50/monthly recurring expenses. The funds will be drawn from multiple accounts across multiple funds including the General Fund, Community Development Fund, Recreation Fund, Water Fund, Street Funds, Cemetery Fund and Waste/Recycling Fund.

AYES: _____

NAYS: _____