



Plymouth City Commission

Regular Meeting Agenda

Monday, July 20, 2020 7:00 p.m.- HOUGH PARK (Maple & Evergreen)

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
- c. Ruth Huston-Whipple Award Presentation

2. CITIZENS COMMENTS

3. APPROVAL OF THE AGENDA

4. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of July 6, 2020 Regular Meeting Minutes
- b. Approval of June 2020 Bills
- c. Special Event: Inside-Out Sale (sidewalk sales), Friday/Saturday July 24-25, 2020

5. COMMISSION COMMENTS

6. OLD BUSINESS

7. NEW BUSINESS

- a. HVAC for City Hall
- b. Roof Repairs for City Hall
- c. Meeting Minutes Policy
- d. Saxton's Property Closing Resolution

8. REPORTS AND CORRESPONDENCE

- a. Update on Special Event Policy
- b. 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 \(WTUA\)](#)

Ruth Huston-Whipple Award for Civic Engagement

The Ruth Huston-Whipple Award for Civic Engagement is named in honor of Ruth Huston-Whipple, Plymouth's first female elected City Commissioner (1934-1949), first female mayor of Plymouth (1940-1942) and first female Wayne County Board of Supervisors member.

She was a 1913 graduate of Plymouth High School and later worked as a teacher and debate coach at the school. She fought against school policies that discriminated against married women and eventually left the district in protest. She remained, however, a leader in the Plymouth community, championing the improvement of inhumane conditions at a local juvenile detention center and addressing environmental and beautification concerns in the City.

As an elected official, Ruth Huston-Whipple organized the first city-wide refuse collection system in Plymouth, served on the Zoning Board and represented Plymouth in the Michigan Municipal League. She was a tireless volunteer leader of local organizations such as the Plymouth Historical Society, Plymouth Woman's Club, Plymouth Garden Club, Plymouth Business and Professional Women's Club and Plymouth Canteen Club's War Service Committee.

Though disabled at a relatively young age by a series of strokes, her example of selfless dedication to the community and leadership on issues both profound and practical improved life for every resident of Plymouth during her tenure.

The purpose of the Ruth Huston-Whipple Award for Civic Engagement is to honor a community member who, like Ruth Huston-Whipple, has positively impacted the quality of life in the City of Plymouth through his or her exceptional civic and/or philanthropic engagement.

Nomination Criteria

Nominees must meet the following eligibility criteria:

- Person must have demonstrated civic and/or philanthropic engagement within the City of Plymouth. Examples of impact should show a community benefit, delivered with integrity and perseverance.
- Married couples can be nominated
- Past Ruth Huston-Whipple Award recipients, current members of the Plymouth City Commission and full-time employees of the City of Plymouth are not eligible to be nominated.

Selection Criteria

The Ruth Huston-Whipple award winner will have demonstrated engagement, leadership and achievement over a period of time and in one or more of the following areas:

- Contributed to the City of Plymouth above and beyond reasonable expectations
- Demonstrated character, commitment and/or leadership qualities
- Actively participated in community or civic organizations whose sphere of influence falls within the City of Plymouth
- Exemplified accomplishments and contributions to the economic vitality and/or residential quality of life in the City of Plymouth

The nomination period opens January 1 and closes April 30 of each year, when a selection committee comprising two mayor-appointed City Commissioners and a representative from the City of Plymouth administration will select and notify the winner(s). Winners will be recognized at a City Commission meeting in June of each year and their names will be etched on a plaque to be displayed at City Hall. Applications will remain on file and be reviewed annually for up to three years.



City of Plymouth
 City Commission Regular Meeting Minutes
 Monday, July 6, 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 Lions Park

1. CALL TO ORDER

- a. Mayor Wolcott called the meeting to order at 7:00 p.m., followed by the Pledge of Allegiance. The flag bearer for this meeting was Finance Director John Scanlon.
- b. Roll call

Present: Mayor Oliver Wolcott, Mayor Pro Tem Nick Moroz, Commissioners Suzi Deal and Ed Krol

Excused: Commissioners Kelly O' Donnell, Marques Thomey, Tony Sebastian

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

2. CITIZENS COMMENTS

Vicki Nichol, 337 Joy St., thanked the Commission for action on the sign ordinance.
 Ellen Elliott, 404 Irvin St, asked that items 4.c and 4.d be moved to the regular agenda
 Bethany Bonwic, 400 Plymouth Rd., asked that smoking be banned in City parks.

3. APPROVAL OF THE AGENDA

Mayor Pro Tem Moroz offered a motion, seconded by Commissioner Deal, to approve the agenda for July 6, 2020.

MOTION PASSED 4-0

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

Items 4.c and 4.d were moved to the regular agenda as items 7.g and 7.h.

Mayor Pro Tem Moroz made a motion, seconded by Commissioner Deal to approve the consent agenda.

MOTION PASSED 4-0

5. COMMISSION COMMENTS

Commissioner Krol mentioned there is a rat problem in the area of McKinley and Carol. He asked if the Police Department had seen any unusual activity as a result of the Fourth of July. Director of Public Safety Al Cox said there was nothing unusual. Commissioner Krol asked whether there will be any more virtual concerts, and DDA Director Tony Bruscato said the DDA is looking at doing more because the event last week was very successful. Commissioner Deal said the house decorating contest was a success. Mayor Wolcott said he appreciated the great team effort by staff.

6. OLD BUSINESS

a. Jewell Maple (Saxton's) Development – Rezone to PUD – Final Reading

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

RESOLUTION # 2020-49

WHEREAS The City Commission of the City of Plymouth has complete 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 an 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 in the City's Master Plan;

NOW THEREFORE 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 publicize the rezoning and corresponding amendment to the zoning map as required for the rezoning to take effect.

Mayor Pro Tem Moroz thanked the Planning Commission and the Historic District Commission for the work put into this project. Mayor Wolcott echoed his comments

MOTION PASSED 4--0

7. NEW BUSINESS

a. Lexipol Policy Subscription Service Renewal FY 2020-21

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

RESOLUTION # 2020-50

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.

Commsioner Krol asked if there is a limit of access to the system. Public Safety Director Al Cox said that it is a fixed cost. Mayor Pro Tem Moroz said this is an important tool for a small community like ours.

MOTION PASSED 4--0

b. PUD Agreement Saxton's Property – Jewell Maple Development

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

RESOLUTION # 2020-51

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 Commission and Jewell Maple Development LLC, of Michigan have agreed on terms of the required Planned Unit Development Agreement associated with he project that memorializes the agreements made as part of the PUD proves; and

WHEREAS The City Attorney and legal team has extensively reviewed and approvedthe 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 THEREFORE BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth authorizes the Mayor and City Clerk to execute the Planned Unit Development Agreement on behalf of the City.

Mayor Wolcott said the City Attorney's office did a great job with the agreement. Mayor Pro Tem Moroz said any changes have to come back to the City Commission and remarked that the easement maintenance section is very detailed.

MOTION PASSED 4 – 0

**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 Blach 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
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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 Blain 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 Blain 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

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

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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 Blais 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 Blalich Building; (b) refurbish the exterior of the Jewell Blalich 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
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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 Blalich 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 Blain 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 Blain 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).

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.

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- 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).

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- 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 "Deceded Land") and (b) evidence that the Deceded 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 upon 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 Blain 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 Blain 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 Blaiich 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 MCL.A § 565.451a), confirming the reversion of the either or both (as further provided in this Agreement) of the Jewell Blaiich 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 Incumbrances"), 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 Blairoh Building Commencement Certificate, the City will execute and deliver an acknowledgment in recordable form that indicates the Jewell Blairoh 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 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 Sircock
 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 foregoing. 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. Roulier
Notary Public: Wayne County, Michigan
My commission expires: 2-6-2025
Acting in Wayne County, Michigan

Laura M. Roulier
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

MOTION PASSED 4-0

c. Amendment to Purchase Agreement for Saxton's Property

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

RESOLUTION # 2020-52

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 for the development of the site; and

WHEREAS The developer has achieved required approvals from the City's Planning Commission, Historical District Commission and the City Commission; and

WHEREAS The developer and City are now at a point to move to 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 and 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 Ferrantho
Its: Manager

Dated: _____

MOTION PASSED 4 – 0

d. Multi-Modal Transportation Policy Adoption

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

RESOLUTION # 2020-53

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.

CITY OF PLYMOUTH DRAFT MULTI-MODAL/COMPLETE STREETS POLICY

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

Mayor Wolcott thanked the Planning Commission for their hard work on this project.

MOTION PASSED 3-1 Commissioner Krol voted no.

e. Redevelopment Ready Community (RRC) Public Participation Plan

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

RESOLUTION # 2020-54

- 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.

Mayor Pro Tem Moroz thanked the team for their hard work on this part of the Strategic Plan. Commissioner Krol asked if staff is attending RRC workshops and Community Development Director Buzuvis confirmed that they are, along with some board and commission members.

MOTION PASSED 4-0

f. Amendment to Telephone Services

The following motion was made by Mayor Pro Tem Moroz and seconded by Commissioner Krol.

RESOLUTION # 2020-55

- 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 that covers DMS, Cultural Center and 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 \$6985 initially and \$1,970.50/monthly recurring expenses. The funds will be drawn from multiple accounts across multiple funds including the General Fund, the Community Development Fund, the Recreation Fund, the Water Fund, Street Funds, the Cemetery Fund and the Waste/Recycling Fund.

Mayor Wolcott asked whether there will be down time when the system is changed over. IT Director Tom Alexandris said there may be a short period of down time.

MOTION PASSED 4-0

g. Special Event: Bumpers, Bikes & Bands, Sunday July 19, 2020
City Manager Paul Sincock reported that organizers have canceled this event.

h. Special Event: Synergy 2020 Recital- The Show Must Go On, Saturday, September 26, 2020
A motion was made by Commissioner Deal and seconded by Mayor Pro Tem Moroz to approve the event pending social distancing requirements at that time.

MOTION PASSED 4-0

8. REPORTS AND CORRESPONDENCE

a. Liaison Reports

Commissioner Krol reported the ZBA approved a request for a variance at 235 Adams.

9. ADJOURNMENT

Hearing no further discussion, Mayor Wolcott asked for a motion to adjourn. A motion to adjourn was made by Mayor Pro Tem Moroz and seconded by Commissioner Deal.

ROLL CALL VOTE - MOTION PASSED 4 – 0

OLIVER WOLCOTT
MAYOR

MAUREEN A. BRODIE, CMC, MIPMC
CITY CLERK

City of Plymouth
SPECIAL EVENT APPLICATION

>> FEES WILL BE CHARGED FOR ALL SPECIAL EVENTS <<

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

Sponsoring Organization's Legal Name Plymouth Community Chamber of Commerce

Ph# 734-453-1540 Fax# 734-404-6026 Email admin@plymouthmich.org Website www.plymouthmich.org

Address 850 W. Ann Arbor Trail City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Mary Nyhus Title Event Manager

Ph# same Fax# same Email same Cell# _____

Address same City _____ State _____ Zip _____

Event Name Inside-Out Sale (previously called Sidewalk Sales)

Event Purpose Retail shops can clear out older merchandise to make room for fall/winter merchandise

Event Date(s) July 24 & 25, 2020

Event Times Friday: 10 a.m. to 8 p.m., Saturday: 10 a.m. to 6 p.m.

Event Location Downtown Plymouth

What Kind Of Activities? Shopping

What is the Highest Number of People You Expect in Attendance at Any One Time? 100

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

Event Details: Participating retail shops will put their sale merchandise on tables on the sidewalks in front of their stores or have an inside sale.

1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies – Please Review Section 12.2 f.)*
City Operated Cosponsored Event Other NonProfit Other ForProfit 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)

None

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

8. **EVENT SIGNS:** Will this event include the use of signs? YES NO

If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed signs: **Please complete a sign illustration / description sheet and include with the application.**

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

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

9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)? YES NO

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

The length of the event is over the 2-3 hour time limit in public parking areas

- 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 .

6/29/2020

Date

Mary Nyhus

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 Plymouth Community Chamber of Commerce (*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 Inside Out Summer Sales (*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 Mary Nyhus

Date 6/29/2020

Witness Jessica Bell

Date 6/29/2020

EVENT REVIEW FORM

MUNICIPAL SERVICES:	<u>Approved</u>	Denied	(list reason for denial)	Initial	<i>CP/MB</i>
<i>No Services</i>					
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO					
Labor Costs: \$	Equipment Costs: \$	Materials Costs	\$		
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial	<i>Jrc</i>
<i>No Services Needed</i>					
Labor Costs \$	Equipment Costs \$	Materials Costs	\$		
FIRE:	<u>Approved</u>	Denied	(list reason for denial)	Initial	<i>JRC</i>
<i>No Services Required</i>					
Labor Costs \$	Equipment Costs \$	Materials Costs	\$		
HVA:	<u>Approved</u>	Denied	(list reason for denial)	Initial	
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial	<i>SBP</i>
Labor Costs \$	Equipment Costs \$	Materials Costs	\$		
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial	<i>MB</i>
Class I - Low Hazard	<i>Ins Cert on file</i>				
Class II - Moderate Hazard					
Class III - High Hazard					
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).



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - HVAC Replacement Police - Fire 07-20-20.docx
Date: July 16, 2020
RE: HVAC System at City Hall – Police – Fire Departments

Background

The City Commission is aware that the HVAC system in the Police/Fire Departments has not been functioning and obviously this has been a significant issue. We have been using temporary rented portable air conditioning units in an effort to keep these 24/7 work areas at least tolerable. We have worked to attempt to repair the existing unit, but it is beyond hope and financially it is not feasible to continue to attempt to make repairs to the unit.

As a result, our Municipal Services staff has been working with four different vendors to obtaining pricing on a replacement unit. We received pricing between \$32,750 to \$55,000. The lowest price is from Goyette Mechanical and they are familiar with our facilities and they completed extensive work at the Cultural Center on the Geo-Thermal system.

We have attached a memorandum from Municipal Services which provides additional background information on this topic. This is included in our Capital Improvement Budget and we have attached the budget page. We would recommend a small contingency for this project in the amount of \$6,550. In an effort like this there always seems to be something unanticipated.

RECCOMENDATION:

The City Administration recommends that the City Commission authorize Goyette Mechanical to complete a replacement of the HVAC unit that covers the police and fire departments. The amount of the repairs is \$32,750 and contingency of \$6,550. Funding for project is authorized as a part of the Capital Improvement Budget.

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

Capital Item	Req By	Account #	R	N	Est Life	Dept Priority	Method of Funding		Dept Req Est Cost	Manager Revisions	Budgeted Cost
							Approp	Act 99 Bonds			
Municipal Services Department											
DMS FACILITY											
Entry Gate & Fence Repair	MSD	101-900 -971.438	R		15	2	X		20,000	(20,000)	-
Entry Doore - DMS Garage	MSD	101-900 -971.438	R		10	1	X		7,000	-	7,000
OFFICE - Garage Doors	MSD	101-900 -971.438	R		6	1	X		12,000	-	12,000
OFFICE - Gutters & Soffits	MSD	101-900 -971.438	R		15	1	X		25,000	-	25,000
OFFICE - Fire Alarm System	MSD	101-900 -971.438	R		15	2	X		6,000	(6,000)	-
DMS Lean-to Flood Concrete Repairs	MSD	101-900 -971.438	R		10	2	X		20,000	(20,000)	-
CEMETERY											
Road Resurfacing	MSD	101-900 -976.276	R		25	1	X		75,000	(75,000)	-
Mausoleum HVAC	MSD	101-900 -976.276	R		12	1	X		8,000	(8,000)	-
Mausoleum Repairs - Building and hardware	MSD	101-900 -976.276	R		50	1	X		175,000	(175,000)	-
CITY HALL											
HVAC Repair/Replacement - PD AT City Hall	MSD	101-900 -971.436	R		20	1	X		55,000	(12,000)	55,000
Mechanical System / Security System / Fire Alarm Upgrades	MSD	101-900 -976.436	R		23	2	X		12,000	(12,000)	-
Roof Repairs - City Hall	MSD	101-900 -971.436	R		20	1	X		75,000	(30,000)	45,000
PARKS & PUBLIC PROPERTY											
Park Pavilion Repairs - K of C & Garden Parks	MSD	101-900 -976.437	R		10	2	X		5,000	(5,000)	-
Park Signage Replacement	MSD	101-900 -976.438	R		20	2	X		3,000	(3,000)	-
Park Backstop Replacements	MSD	101-900 -976.437	R		10	2	X		10,000	(10,000)	-
Park Play Equipment -Public/Private Partners - Lions Club	MSD	101-900 -976.437	R		15	2	X		100,000	(100,000)	-
Pointe Park Retaining Wall/Mound Replacement	MSD	101-900 -976.437	R		20	3	X		60,000	(60,000)	-
Tonquish Creek Nature Walk Lighting	MSD	101-900 -976.437	R		20	2	X		35,000	(35,000)	-
FIRE DEPARTMENT - STATION 3											
HVAC Replacement - Station 3	MSD	101-900 -976.437	R		20	1	X		13,000	(13,000)	-
Lead Paint Abatement - Station 3	MSD	101-900 -976.437	R		20	1	X		5,000	-	5,000
Fire Alarm - Station 3	MSD	101-900 -976.437	N		10	2	X		6,000	(6,000)	-
INFRASTRUCTURE FACILITIES											
DMS Yard Paving	MSD	101-900 -976.438	R		20	2	X		50,000	(50,000)	-
GIS Upgrades	MSD	101-900 -976.438	R		5	1	X		10,000	(5,000)	5,000
SIDEWALKS											
Residents - AREA C	MSD	101-900 -976.437	R		12	1	X		50,000	-	50,000
City - Including ADA and Corners	MSD	101-900 -976.437	R		12	1	X		25,000	-	25,000
Total									862,000	(633,000)	229,000
GENERAL FUND TOTAL									892,500	(635,000)	257,500



Department of Municipal Services

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

Date: June 16, 2020
To: Paul J. Sincock, City Manager
Chris Porman, Director of Municipal Services
From: Chris A. Helinski, Asst. Dir. of Operations
Re: Replacement of HVAC in Police Department

Background

The Department of Municipal Services has identified the need to replace the HVAC unit in the 1980's addition of the Police department. This is a previously approved item in the 2020-21 Budget. The approximately forty-year-old unit has become more of a continued maintenance issue over the past several years. Our HVAC maintenance contractor had been able to keep the unit running with minor fixes and repairs; however, the unit is at the point of needing to be replaced.

About a month ago we recharged the refrigerant and found that there were major leaks beyond repair. With no ability to fix the unit and temperatures climbing into the 90s, the temporary fix for this was to rent two portable A/C units for PD/FD. This is the only way to currently make the working conditions tolerable in these spaces. Other issues with the units are that the controls are antiquated, and the entire space is controlled by one thermostat. With changes in the way spaces are being used, and doors closed between offices for security reasons, there is not any way to regulate consistent temperatures to the furthest ends of the HVAC system.

When the unit suddenly became out of repair, we contacted multiple contractors immediately. We now have four different quotes for replacement of the unit. All the quotes are from reputable contractors in the area. All these contractors have done work for other municipalities in the area including ourselves.

The four contractors that provided quotes for the replacement unit, including labor, materials, etc:

\$32,750	Goyette Mechanical
\$47,500	B&C Ten Air
\$52,021	Miller Boldt
\$55,000	Complete Mechanical Contracting, Inc.

It should be noted that Miller-Boldt is our HVAC maintenance contractor; however, this goes beyond the scope of maintenance and this is a replacement project. The lowest quote is from Goyette Mechanical in the amount of \$32,750. We are familiar with Goyette Mechanical through their work at the Cultural Center. We are confident in their ability to perform the work in a safe, clean, and expedient manner. Our plan is to upgrade to a unit that meets current standards and is energy efficient. We do plan to store the current condensing unit as it is only a few years old and may be able to have use in another facility.

There may be additional costs that come up based on the age of the building, extra materials needed, or the tight working conditions of this project.

Recommendation

It is our recommendation that the City Commission approve the replacement of the HVAC system located in the Police Department from Goyette Mechanical for the price of \$32,750 with a Contingency of \$6,550 for a total not to exceed \$39,300. This item is identified on page 117 of the current City budget and is attached as reference. Please see attached quote.

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



GOYETTE MECHANICAL

3842 GOREY AVE P.O. BOX 33
FLINT, MI.48501
PHONE: (810)742-8530
FAX: (810)742-3661

PROPOSAL

Date: 7/15/2020

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

Re: New Rooftop and Zoning System

Attn: Chris Helinski

Email: chelinski@plymouthmi.gov

In reference to the above-mentioned project, our price includes all supervision, labor, and tools required for a complete scope.

Rooftop and 3 zone HVAC System

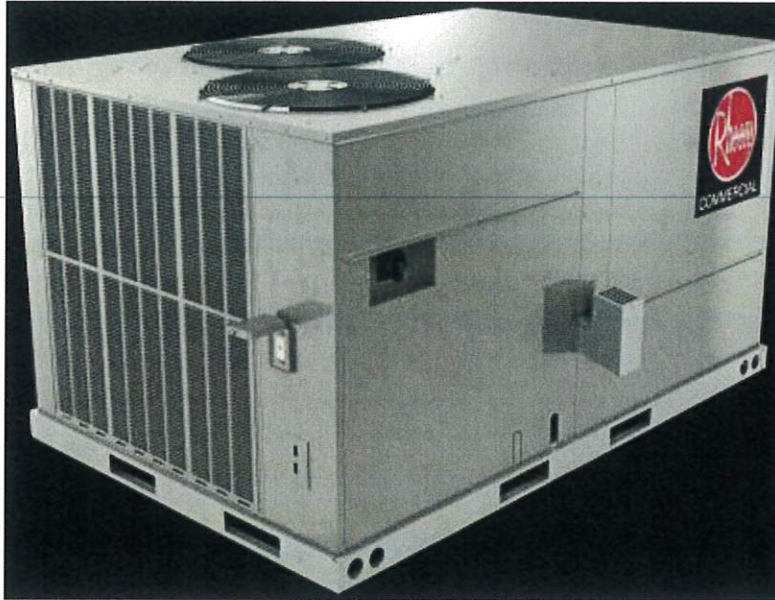
- Demo and dispose of existing indoor air handler. Includes removal and capping of hot water coil, removal of roof mounted condenser and piping. Carrier condenser will be given to City of Plymouth for future use.
- Provide and install an ASHRAE 2013 90.1 code compliant Rheem 7.5 ton rooftop with stainless steel heat exchanger and low leak economizer.
- Provide and install a factory curb to set new rooftop unit. Includes flashing and sealing of new curb.
- Cap or utilize existing ventilation hood for new rooftop location.
- Provide and install new gas pipe from existing 1-1/4" gas pipe located approximately 40' away. All new gas piping will be painted to limit rust corrosion.
- Provide and install a service disconnect and all necessary electrical to power the new rooftop.
- Fabricate and install all necessary sheet metal to modify existing duct system into 3 zones.
- Provide and install a 3 zone control board, dampers, bypass, thermostats and all necessary control wiring.
- Provide and install a code required duct smoke detector and annunciator.
- Complete system startup to verify proper operation.
- Provide crane and operator to perform all lifts.
- 20 year heat exchanger, 5 year compressor, 1 year parts & labor warranties.

Total Investment.....\$32,750.00



GOYETTE

M E C H A N I C A L



Our price will not include the following:

- Any additional work not mentioned above.
- Stamped drawings
- Alarm system or building management integration
- Scheduled Overtime.

PAYMENT TERMS: NET 30 DAYS. 3% FEE ADDED FOR PAYMENT BY CREDIT CARD.

CONDITIONS: All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Goyette Mechanical reserves the right to make reasonable changes to the contract between the parties. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Goyette Mechanical reserves the right to make reasonable changes to the contract between the parties.

ACCEPTED. The above prices, specifications and conditions are Satisfactory and are accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

BY: _____

This proposal may be withdraw by us
if not accepted within 60 days.
Respectfully submitted,

GOYETTE MECHANICAL CO., INC.

BY: Dan McGearry

Sales Engineer
dmcgeary@goyettemechanical.com
810-742-8530 X-357

RESOLUTION

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

WHEREAS The City of Plymouth maintains several buildings to help facilitate
Protecting the Public Health, Safety, and welfare, and

WHEREAS The Heating, Air Conditioning and Ventilation systems in the Police
And Fire Departments at City Hall are not operating and are in need
Of Replacement, and

WHEREAS The City Staff has obtained pricing for replacement of the unit from
Four different vendors and the low price is from Goyette Mechanical
In the amount of \$32,750.

NOW THEREFORE BE IT RESOLVED THAT The City Commission of the City of Plymouth does hereby authorize a contract with Goyette Mechanical in the amount of \$32,750 to replace the HVAC unit in the Police and Fire Departments. Further, the City Commission authorizes a contingency for this project in the amount of \$6,550. Funding for this authorization is to be allocated from the City's Capital Improvement Fund.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Roof Repairs City Hall 07-20-20.docx
Date: July 16, 2020
RE: Roof Repairs at City Hall – Police Area

Background

There is a need to make repairs to the roof above the police department. This is an area where a lot of mechanical equipment is located, most notably the water-cooling tower for the general HVAC system at city hall. We have experienced some minor leaks in this area and with the installation of the new HVAC system for police & fire, it is a good time to make repairs to the existing roof.

We have used Energy Shield roofs for several our flat roofs, starting in 1982 and with proper maintenance we have had excellent long-term results. They have put on roofs at City Hall, the Cultural Center and at the Department of Municipal Services. All these roofs have been excellent, and we would highly recommend continuing the maintenance with the Energy Shield product.

The current proposal is to make repairs in the about of \$4,301 and have a contingency in the project of \$860 for a total project of \$5,161. Normally, we would just approve the project administratively because it is less that \$5,000. However, in order to be transparent with this project it may exceed the \$5,000 limit, so we are asking for City Commission approval.

RECOMMENDATION:

The City Administration recommends that the City Commission authorize roof repairs to City Hall with a total project cost of \$5,161. To include \$4,301 for repairs to the Energy Shield Roof System and a contingency of \$860.00.

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



Department of Municipal Services

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

Date: June 16, 2020
To: Paul J. Sincock, City Manager
Chris Porman, Director of Municipal Services
From: Chris A. Helinski, Asst. Dir. of Operations
Re: Foam Roof Repairs City Hall

Background

There are three types and styles of roofs used at City Hall based on the age and stages of construction. The current area we are looking at for repairs is the area with the spray foam insulated roof. It was installed by our contractor Energy Shield, Inc. in the early 1980's with the roof being recoated for warranty work in 2006. Overtime, there has been mechanical damage along with water infiltration that must be fixed to prolong the life of the roof. We had Energy Shield, Inc. out in early March to inspect the roof. After closer inspection, it was found to have several locations in need of repair. There were temporary patches completed by DMS crews to buy time until we could complete this work to coincide with the HVAC replacement project at the Police department.

This is a different scope of work but will be completed at the same time of the sealing of the new HVAC mounting location.

There is a planned contingency for any additional work found that was not covered by the March inspection.

This is previously approved work in the 20-21 budget under roof repairs for City Hall

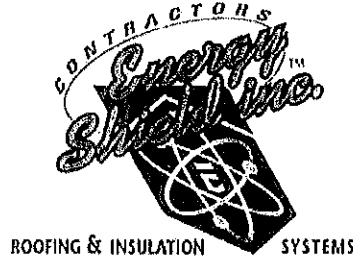
Recommendation

It is our recommendation that the City Commission approve the repairs at City Hall to the spray foam roof from Energy Shield, Inc. for the price of 4,301.00 with a contingency of \$860.20 for a total not to exceed \$5161.20. This item is identified on page 117 of the current City budget and is attached as reference. Please see attached quote.

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

Capital Item	Req By	Account #	R N	Est Life	Dept Priority	Method of Funding	Bonds	Dept Req Est Cost	Manager Revisions	Budgeted Cost
Municipal Services Department										
DMS FACILITY										
Entry Gate & Fence Repair	MSD	101-900 -971.438	R	15	2	X		20,000	(20,000)	-
Entry Doore - DMS Garage	MSD	101-900 -971.438	R	10	1	X		7,000	-	7,000
OFFICE - Garage Doors	MSD	101-900 -971.438	R	6	1	X		12,000	-	12,000
OFFICE Gutters & Soffits	MSD	101-900 -971.438	R	15	1	X		25,000	-	25,000
OFFICE Fire Alarm System	MSD	101-900 -971.438	R	15	2	X		6,000	(6,000)	-
DMS Leak-to-Floor - Concrete Repairs	MSD	101-900 -971.438	R	10	2	X		20,000	(20,000)	-
CEMETERY										
Road Resurfacing	MSD	101-900 -976.276	R	25	1	X		75,000	(75,000)	-
Mausoleum HVAC	MSD	101-900 -976.276	R	12	1	X		8,000	(8,000)	-
Mausoleum Repairs - Building and hardware	MSD	101-900 -976.276	R	50	1	X		175,000	(175,000)	-
CITY HALL										
HVAC Repair/Replacement - PD AT City Hall	MSD	101-900 -971.436	R	20	1	X		55,000	(12,000)	43,000
Mechanical System / Security System / Fire Alarm Upgrades	MSD	101-900 -976.436	R	25	2	X		12,000	(12,000)	-
Roof Repairs - City Hall	MSD	101-900 -971.436	R	20	1	X		75,000	(30,000)	45,000
PARKS & PUBLIC PROPERTY										
Park Pavillion Repairs - K of C & Garden Parks	MSD	101-900 -976.437	R	10	2	X		5,000	(5,000)	-
Park Signage Replacement	MSD	101-900 -976.438	R	20	2	X		3,000	(3,000)	-
Park Backstop Replacements	MSD	101-900 -976.437	R	10	2	X		10,000	(10,000)	-
Park Play Equipment -Public/Private Partners - Lions Club	MSD	101-900 -976.437	R	15	2	X		100,000	(100,000)	-
Pointe Park Retaining Wall/Mound Replacement	MSD	101-900 -976.437	R	20	3	X		60,000	(60,000)	-
Tonquish Creek Nature Walk Lighting	MSD	101-900 -976.437	R	20	2	X		35,000	(35,000)	-
FIRE DEPARTMENT - STATION 3										
HVAC Replacement - Station 3	MSD	101-900 -976.437	R	20	1	X		13,000	(13,000)	-
Lead Paint Abatement - Station 3	MSD	101-900 -976.437	R	20	1	X		5,000	-	5,000
Fire Alarm - Station 3	MSD	101-900 -976.437	N	10	2	X		6,000	(6,000)	-
INFRASTRUCTURE FACILITIES										
DMS Yard Paving	MSD	101-900 -976.438	R	20	2	X		50,000	(50,000)	-
GIS Upgrades	MSD	101-900 -976.438	R	5	1	X		10,000	(5,000)	5,000
SIDEWALKS										
Residents - AREA C	MSD	101-900 -976.437	R	12	1	X		50,000	-	50,000
City - Including ADA and Corners	MSD	101-900 -976.437	R	12	1	X		25,000	-	25,000
Total								862,000	(633,000)	229,000
GENERAL FUND TOTAL								892,500	(635,000)	257,500

MICHIGAN
138 West Pike Street
Pontiac, MI 48341-1747
PH: 248-332-2910
FX: 248-332-4777
karl@energysield.net



Serving You Since 1978

Lic#2101179705

Quotation

March 4, 2020

Attn: Chris Helinski
City of Plymouth

Re: Roofing repairs at 201 S. Main St. Plymouth, MI

It was a pleasure meeting you yesterday to discuss your concerns with mechanical damage to the existing Spray Foam Roof at the Plymouth City Hall. The Spray Foam Roofs installed by Energy Shield in 1982 are in overall good condition and should last the life of the building with periodic re-coats. The current roofs were re-coated in in 2006 and remain under warranty until 2021. With the proposed repairs these roofs should continue to remain leak free for many years to come. We propose to perform the following work on all three foam roof areas:

1. Clean existing roofing surface to be free of all dirt and debris. Cut out and remove loose, deteriorated and wet roofing materials.
2. Spray apply polyurethane roofing foam to the exposed roofing substrate. Thickness of spray foam will match existing insulation thickness.
3. Apply protective silicone roof coating to all new spray foam and damaged roof areas.
4. Inspect finished work and detail as required, clean up and remove all debris from the jobsite.

Total price all roofing repair work..... \$ 4,301.00

TERMS OF PAYMENT: Balance upon completion.

WORK SCHEDULE: Job is estimated at 1 working day.

SITE REQUIREMENTS: Staging area for truck.

I wish to thank you for contacting Energy Shield, Inc. Should you like the above work completed, please sign below and return a copy of this proposal back to our office.

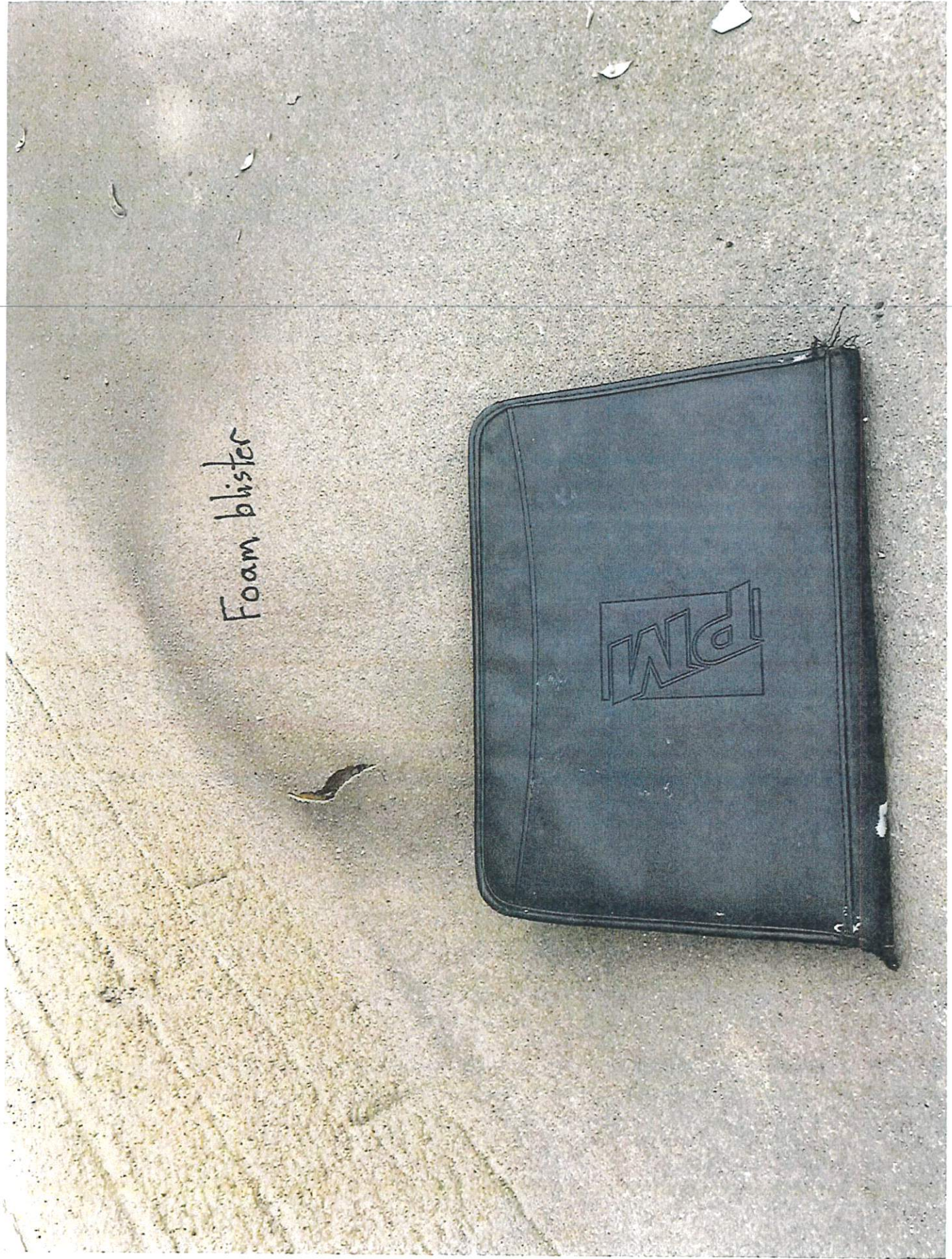
Accepted By: _____ Date: _____

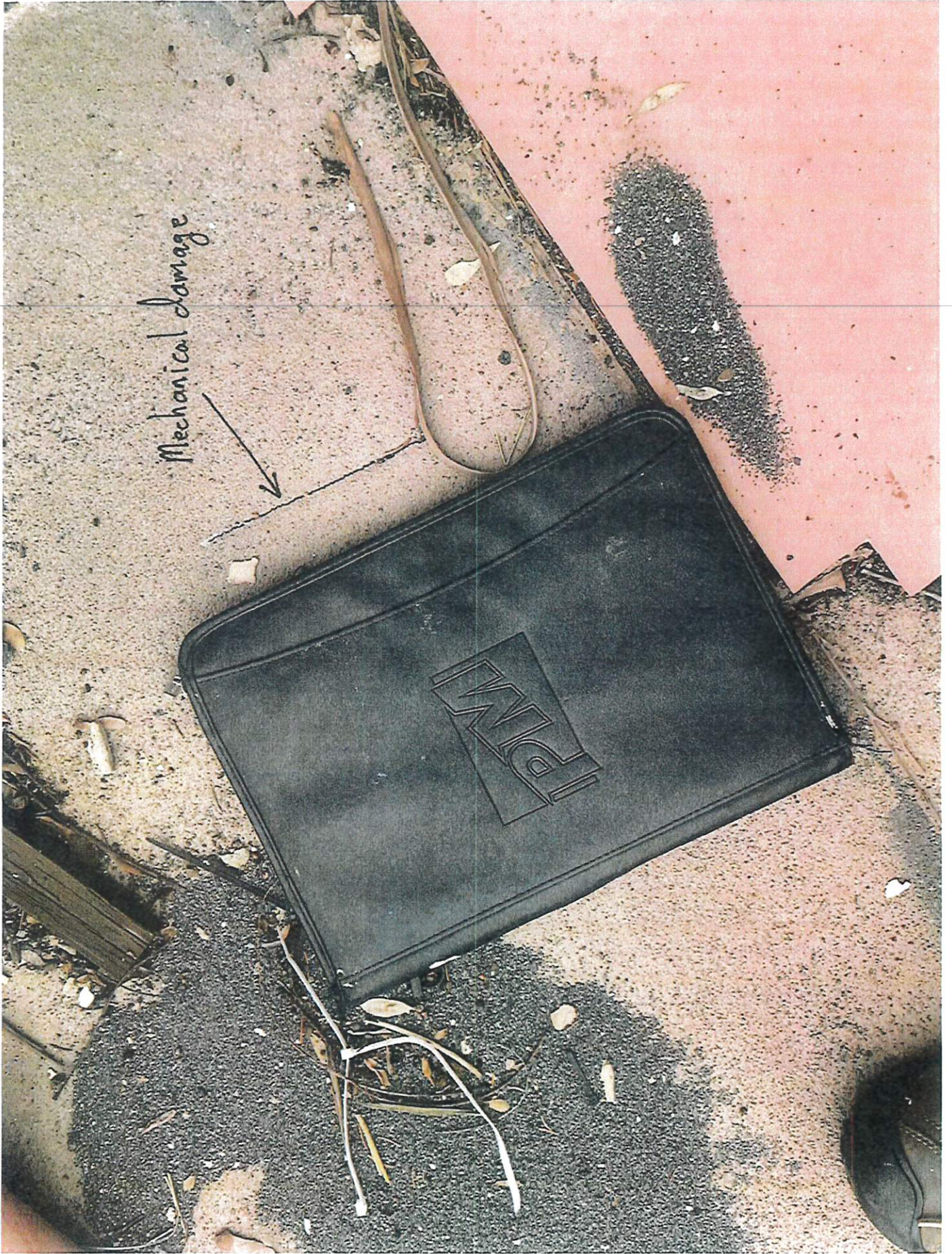
Print Name: _____ Title: _____

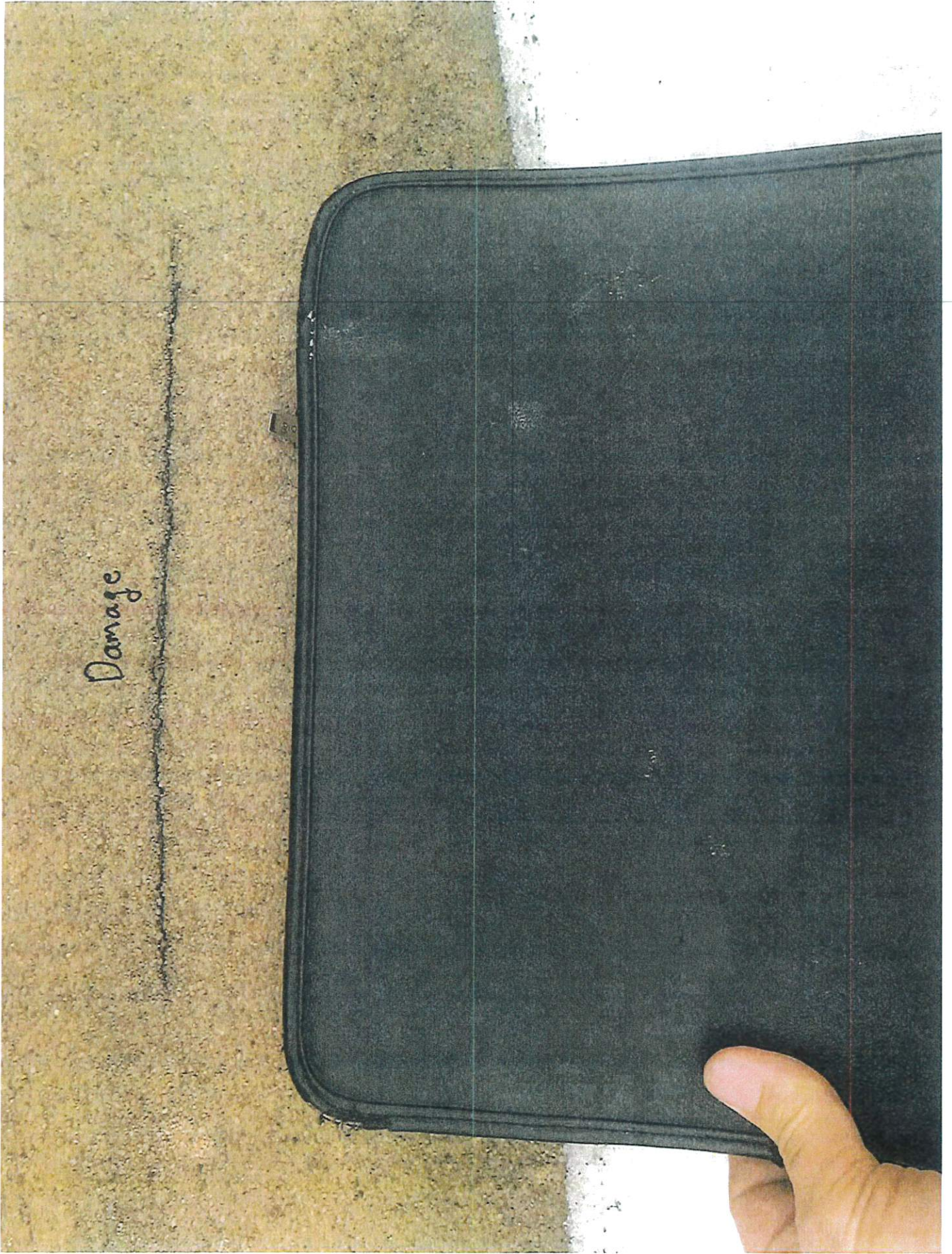
Thank you,

Karl Fritzing

Karl Fritzing

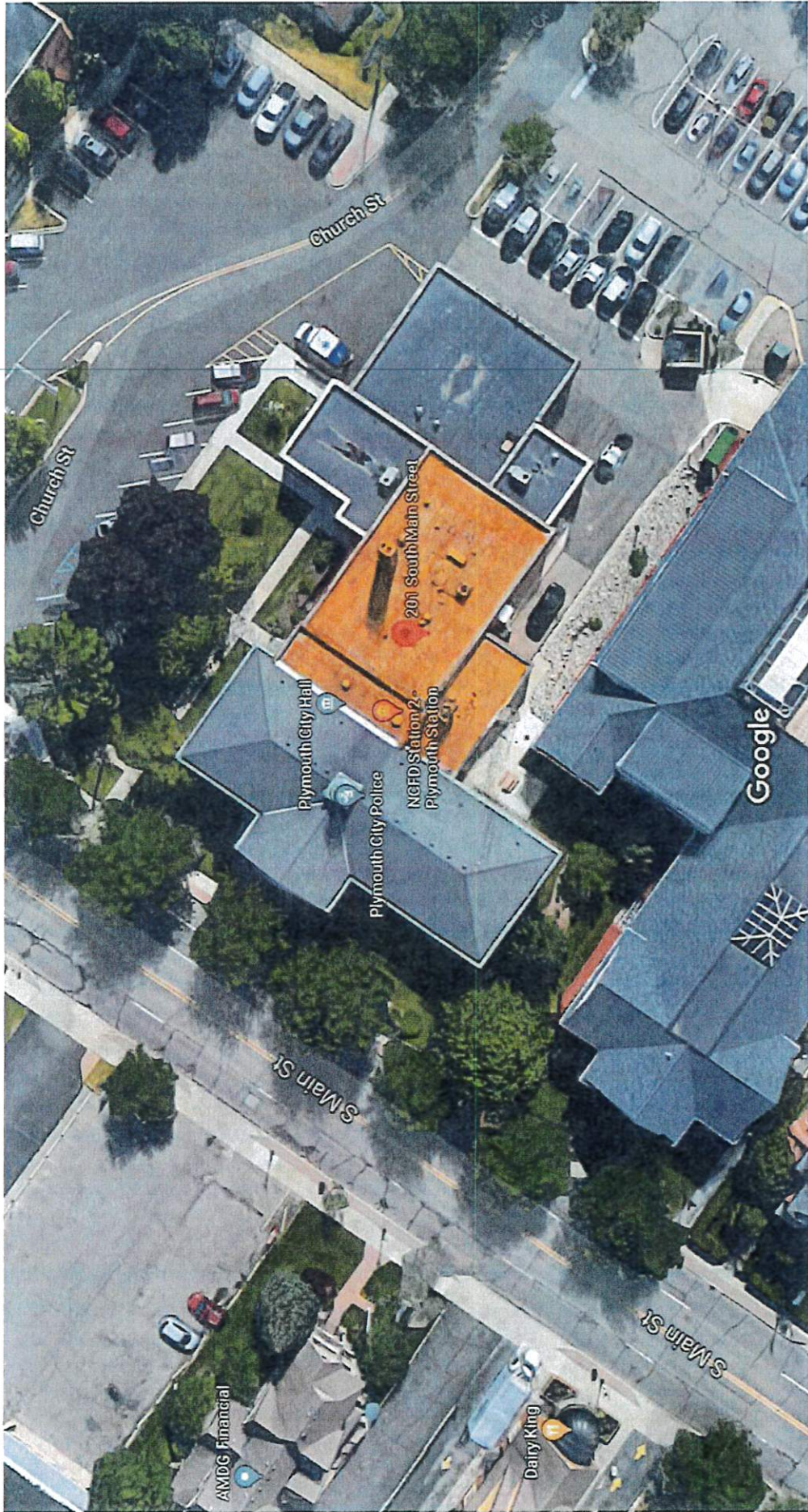






Damage

Google Maps 201 S Main St



Imagery ©2020 Google, Map data ©2020, Map data ©2020 20 ft

 - Roof repair areas





GE SILICONES



ROOFING SYSTEM

LIMITED WARRANTY

RECEIVED

JAN 6 2007

BY: Warranty No.: 15-13903-01

Building Owner: CITY OF PLYMOUTH

Building Identification/Address: Plymouth Cultural Center and City Hall
525 Farmer Street
Plymouth, Michigan 48170

Warranty Period: Fifteen (15) Years
Date of Completion: 9/22/2006
Installed by: Energy Shield, Inc.

Roof Size: 46,500 square feet

GE Silicones (GE) WARRANTS that for a period of 15 years from the date of completion listed above, the roof system installation described in this warranty will not leak water through the system due to:

- 1) Ordinary wear and tear by the elements, or
2) Improper workmanship in installation of the Roofing System and that it shall for the WARRANTY PERIOD, repair any such leaks at no expense to the owner.

THE WARRANTY STATED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES (EXCEPT OF TITLE), WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

EXCLUSIONS AND LIMITATIONS

GE Silicones shall not be liable under this agreement or otherwise for damage to the Roofing System, property, building or contents caused by:

- 1) Fire, cracks, or openings in the Roofing System substrate; settling, distortion or other failure of the building structure; faulty, defective or improper building or structure design; natural causes including but not limited to floods, lightning, wind storms, hail, cyclones, hurricanes, tornadoes, earthquakes or other Acts of God or extraordinary or unusual events.
2) Vandalism, penetration, damage or attack by third parties, foreign objects or agents, including plant or animal life.
3) Alterations or additions to, encroachment upon, or erection of structures on Roofing System unless performed by an Authorized Qualified Applicator or otherwise approved in advance in writing by GE; or any use of the Roofing System other than for its intended purpose.
4) Failure of the Owner or Lessee to use reasonable care in maintaining the roof. Said maintenance to include, but not be limited to those items listed on the GE Silicones Care and Maintenance Information sheet which accompanies this Warranty.
5) Color changes in the Roofing System due to dirt accumulation or normal weathering.
6) Temporary repairs to the Roofing System made by non-GE approved personnel.

The obligations set forth herein shall constitute the sole and exclusive liability of GE, and remedy of owner, for the Roofing System, its application, maintenance, repair and replacement. In no event, whether based on contract, warranty, negligence strict liability or otherwise, shall GE be liable for expenses for other work, loss or profit, and special, consequential, incidental or exemplary damages of any nature.

All GE obligations will terminate and Owner will be responsible for ALL damages if OWNER fails to follow WARRANTY SERVICE PROCEDURES set forth below.

Warranty Service Procedures

- a) Owner will immediately notify GE and QA of any claimed roof system failure.
b) Owner will confirm oral notice of claimed roof system failures to GE in writing by certified mail to GE PRIOR TO THE WARRANTY EXPIRATION DATE.
c) Owner hereby gives GE the right to inspect or have inspected the System and/or other areas specified for both covered and excluded roof system failures.
d) Owner will immediately authorize implementation of GE repair recommendations for both covered and excluded roof system failures and will immediately confirm this authorization in writing.
e) Owner shall pay cost of repairing all excluded roof system failures.

Transfer of Warranty

This warranty is transferable only (1) to the Owner of the building; (2) if GE is notified at the time of the sale; (3) if GE is satisfied that the intended use of the property by the transferee will not impair the roof system; and (4) if GE acknowledges in writing transfer of this warranty to the new Owner.

Arbitration

Any claim controversy between or among the parties arising out of or relating to the roofing system application described herein shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction.

Note: Warranty not in effect unless signed by authorized GE representative and GE Applicator receives payment in full for application of the roofing system.

GE SILICONES

By: Brett S. Miller
Title: Manager, GE Roofing Systems

Signature:
Date:

[Handwritten signature]
12/2/06

RESOLUTION

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

WHEREAS The City of Plymouth operates several buildings and from time to time there is
A need to complete maintenance on the buildings, and

WHEREAS The City Hall Building needs roof maintenance on the Energy Shield roof, and

WHEREAS The City Staff has reviewed the proposed repair estimate and recommends approval
With a contingency for additional work that may be discovered once repairs have
Started.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby
authorize a repair contract with Energy Shield, Inc. for repairs to the city hall roof in the amount of
\$4,301 and a construction contingency in the amount of \$860.00 for a total project cost of \$5,161.
Funding for this repair is authorized from the City's Capital Improvement Fund.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Meeting Minutes Policy 07-20-20.docx
Date: July 16, 2020
RE: Adoption of Policy on Meeting Minutes

Background

The City Commission established as a part of our Strategic Plan to establish a city-wide branding program that would provide consistency across all communications, including but not limited to, emails, letterhead, and agendas. While a lot of work on this effort was stopped when our priorities shifted because of Covid-19. We are slowly getting back on track and our next program that we are trying to establish a clear set of guidelines is Meeting Minutes for all Boards and Commissions.

Meeting Minutes are required under the Michigan Open Meeting Act (OMA). They are published to provide an accurate, written history of the proceedings of various Boards, Commission, or Committee Meetings. Meeting Minutes must include official actions by the organization. In the event of a closed meeting the Minutes must include the purpose of the closed meeting.

Over the course of years, we have seen a wide range of styles for meeting minutes and it has shown a need to be consistent across all Boards, Commissions and Committees. The City Commission has made this a priority in our Strategic Plan. The Michigan Municipal League provides a guidance document, which we used as a basis for the City Policy. We also had input from the Michigan Association of Municipal Clerks and an outside consultant.

RECOMMENDATION:

The City Administration recommends that the City Commission adopt the Policy on Meeting Minutes for all City Boards, Commissions and Committees. The proposed Policy is in line with the City Commission's Strategic Plan to provide consistency across all communications. The proposed Policy is the result of the review of materials on Meeting Minutes from the Michigan Municipal League, the Michigan Association of Municipal Clerks, and an outside consultant.

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 me.



City of Plymouth Boards and Commissions Meeting Minutes Policy Revised July 2020

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

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

A. Purpose

The purpose of the Meeting Minutes Policy is to ensure that all boards and commissions in the City of Plymouth follow best practices and adhere to the same standards and format in accordance with the Strategic Plan.

B. Applicability

This policy is applicable to the meetings of all boards, commissions, and committees. This policy shall take effect for all boards, commissions, and committees on July 20, 2020.

C. Policy

1. Required Information

Meeting minutes are required to include the date, time, place, list of members present, list of members absent, any decisions made at the meeting, the purpose of any closed session, and all roll call votes (MCL 15.269). The name of every person that addresses the board, committee, or commission is also included.

2. Format

- a. The name of the board, commission, or committee, the date, the time, and the location of the meeting must be the heading at the top of the first page of minutes.
- b. Following the heading is a list of the first and last name of the person who called the meeting to order, the members who are present, the members who are absent or excused, The names of certain members of the administration may also be included. The Chair is listed first, followed by the Vice Chair, an alphabetical list of other members present, an alphabetical list of members absent, and the members of the administration who are included.

3. Official Actions

The body of the minutes must contain a record of all official actions. Requests for action should be numbered in the agenda, and these numbers are to be repeated in the minutes. The minutes will reflect what was done at the meeting, not what was said.

4. Motions

All motions, including all amendments, must be recorded in the minutes and must include the name of the person making the motion and the name of the person seconding the motion. Only last names are used after the list of members at the beginning of the meeting. Positions on the board are not included in identifying the persons making and seconding the motion. The wording should be, "*Adams offered the following motion, seconded by Jefferson,*" followed by the exact words in the motion or resolution. Motions that are withdrawn do not need to be recorded. The minutes must indicate the outcome of the vote. Voice votes should be recorded as either *MOTION PASSED* or *MOTION FAILED* and the number of yes and no votes. Roll call votes must be listed by name as follows:

Yes: *Adams, Jefferson and Washington*
No: *Madison and Monroe*

5. Discussions

A summary of discussions will be included in the minutes. Comments of individuals are not recorded verbatim. However, the main points shall be included without bias.

6. Reports

The name of the staff member or consultant making a report and a summary of the report is recorded. Reports in their entirety may be included in the minutes if directed by the board, commission, or committee.

7. Appointments

The minutes must include any appointments made, including the term of office.

8. Consent Agenda

Items on the consent agenda are listed individually, but voted on as a group. Minutes must record the list of items and the statement, "A motion was offered by Washington and seconded by Adams to approve the consent agenda." The minutes will then indicate whether the motion passed or failed, and if an item is moved off the consent agenda and on to the regular agenda.

9. Adjournment

The name of the person offering the motion to adjourn and the name of the person seconding the motion must be recorded. Upon an affirmative vote, the name of the person declaring the meeting adjourned and the time of adjournment must also be recorded.

10. Approval and Signature

After the minutes are approved at the next meeting of the board, commission, or committee, an official copy is signed by the chairperson of the board, commission, or committee and by the City Clerk. Minutes are then entered into the permanent record of the City.

11. Publication

The Open Meetings Act (MCL 15269 (1) – 15.269 (3)) requires unofficial meeting minutes to be ready for the public to see within eight days of the meeting. A watermark stating that the minutes are a draft shall be on all unofficial minutes. Within five days of the approval of minutes, they should be posted on the City's website with the watermark removed.

12. Closed Meeting Minutes

A separate set of minutes must be taken for all closed sessions. These minutes must be retained by the City Clerk for one year and one day and shall not be available to the public, unless required by a civil action or court order.

Meetings: Agendas and Minutes

A handbook for municipal officials



michigan municipal league

BACKGROUND INFO

Introduction

This handbook is part of the Michigan Municipal League's effort to improve the quality of local government through effective communication.

One responsibility of an elected body is to communicate clearly with its constituents. The Michigan Open Meetings Act requires clear, prompt notification of official meetings and actions of local government bodies. It also requires an accurate written record of those meetings.

This handbook is a guide to assist in complying with the sections of the Michigan Open Meetings Act (MCL 15.261 et seq.) which deal with recording the minutes of public meetings. Throughout the handbook, where the guidelines require compliance with specific sections of the Michigan Open Meetings Act, those sections are noted for easy reference.

Our thanks go to Wells F. Cook Ph.D., a professor at Central Michigan University and Professional Registered Parliamentarian, for developing the basic text for this handbook.

BACKGROUND INFO

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I. Rules of Procedure

This publication deals specifically with governmental bodies elected to serve their constituents. City and village councils should adopt rules of procedure designed to expedite business and provide fair and open deliberation. Rules of procedure describe the processes for councils, clerks, and managers/administrators to bring matters before the council. Of special note is the General Law Village Act (MCL 61.1 et seq.)—which requires that the council “shall prescribe rules of its own proceedings.” (MCL 65.5) To access the sample rules of procedure drafted by the League, please click on the link in the Table of Contents.

The Sample Rules of Procedure that follow contain suggestions for items that may be included in your city’s or village’s rules of procedure. However, you may have rules that vary from those that are suggested. Your governing document, whether a charter or the General Law Village Act, should be the basis for your municipality’s rules of order. Home rule cities and home rule villages may have charter provisions that regulate special meetings or compulsory attendance, for instance. General law villages do not have a home rule charter, but operate under the General Law Village Act (MCL 61.1 et seq.). The General Law Village Act requires the council to hold at least one meeting in each month (MCL 65.4), and provides that special meetings may be called by the president or three trustees (MCL 65.4).

Rules of procedure may cover preparation of agendas, the order of business, methods for processing communications, conducting appeals and hearings, the length of discussion, and conduct in the council chambers. Rules of procedure are determined by the local governing body, and cannot contradict the provisions of the charter (of home rule cities and home rule villages) or the General Law Village Act (general law villages).

General Law Village Act MCL 65.5

(1) The council shall prescribe the rules of its own proceedings, and shall keep a record of those proceedings. A majority of the members of council shall be a quorum for the transaction of business.

Home Rule Cities and Home Rule Villages – check local rules.

II. Setting the Agenda

An agenda is a guide for conducting an official business meeting of a duly constituted body. Generally, the person who sets the agenda is the presiding officer (the mayor or president) in consultation with the recorder (clerk). The recorder (clerk) is generally the person who sends out the agenda along with supporting information.

In parliamentary procedure, the presiding officer would be advised to set a deadline before each meeting to receive agenda items. The deadline should allow enough time before the meeting for an agenda to be produced and supporting information and documents to be mailed or delivered to the members. In local government, this time for receiving an agenda item is set by local rule—usually council rules of procedure. Trustees/councilmembers/commissioners should have enough time before the meeting to read and digest the information. Allowing time for the members to prepare will help the meeting proceed at a more efficient pace. The council rules should also describe how the agenda items are brought to the presiding officer’s attention and the timeline for doing so.

III. Recording Minutes

See Michigan Open Meetings Act, MCL 15.269(1)

Minutes are required under Michigan’s Open Meetings Act (OMA). Minutes are recorded to provide an accurate, written history of the proceedings of a council, board, commission, or committee meeting. Specifically, under section 9(1) of the OMA, the record must include those official actions taken by the group of persons legally charged with conducting the business of the organization. The minutes must also contain the purpose or purposes for which a closed meeting is held.

Identification

See Michigan Open Meetings Act MCL 15.269 (1)

The minutes must include the following information:

- Date, time, place, members present, members absent, any decisions made at the meeting, the purpose(s) for which a closed session is held, and all roll call votes.

*City of Green Valley
Regular Council Meeting, City Hall Council Chambers
Wednesday, March 8, 2017 7:00 p.m.*

The councilmembers present and absent should be listed alphabetically immediately under the applicable heading. It is suggested that in the minutes of the first official meeting of the council for each year, the full name of the councilmembers should be listed. After the first mention of names in those minutes and in minutes of later meetings, only the last names need be used.

Present: Bry, Dickenson, Heide, Krone, Lagus, Mohles, Padree, Pikk, Walper, Woorra

One way to obtain the names of those attending the meeting is to have them sign in as they enter the room and indicate if they desire to speak on a particular topic—however, a person may speak even if he or she has not signed in. This procedure will help the presiding officer and the clerk.

Open Meetings Act 15.269

(1) Each public body shall keep minutes of each meeting showing the date, time, place, members present, members absent, any decisions made at a meeting open to the public, and the purpose or purposes for which a closed session is held. The minutes shall include all roll call votes taken at the meeting.

Body of Minutes

See Michigan Open Meetings Act MCL 15.269(1)

Minutes must record all official actions once the meeting is called to order. Each official action taken by the board should be numbered for ease of locating.

1. *The Pledge of Allegiance was lead by councilmember Mohles.*
2. *The minutes of the Regular Council Meeting of March 8,2017 were presented.*

Open Meetings Act MCL 15.269

- (1) Each public body shall keep minutes of each meeting showing the date, time, place, members present, members absent, any decisions made at a meeting open to the public, and the purpose or purposes for which a closed session is held. The minutes shall include all roll call votes taken at the meeting.*

BACKGROUND INFO

- (2) Minutes are public records open to public inspection, and a public body shall make the minutes available at the address designated on posted public notices pursuant to section 4. The public body shall make copies of the minutes available to the public at the reasonable estimated cost for printing and copying.
- (3) A public body shall make proposed minutes available for public inspection within 8 business days after the meeting to which the minutes refer. The public body shall make approved minutes available for public inspection within 5 business days after the meeting at which the minutes are approved by the public body.

Motions

The only action that must be recorded in the minutes is when a motion is made, seconded, and voted upon in some way. Motions that are withdrawn or not seconded are **NOT** recorded.

The record of each motion must include the name of the person making the motion, but does not need to include the name of the seconder. The record must, however, include the fact that the motion was seconded, and it may be politically prudent to include the seconder's name. The minutes must also indicate the action taken on the motion, generally "carried" or "defeated." For ease of reading, the minutes should state the mover's name first, then the word, "moved;" followed by the seconder's name and the word, "seconded;" followed by the action of the motion in all capital letters; and finally the motion itself.

3. *Krone moved, Lagus seconded, CARRIED, to approve the minutes of February 8, 2017, as corrected.*

Votes – Roll Call and Division of the House

See Michigan Open Meetings Act MCL 15.269(1)

All roll call votes must be recorded by name. They may be recorded in one of two ways:

1. Record a list of those who voted "aye," and a list of those who voted "no."

Aye: Bry, Heide, Krone, Lagus, Mohles, Padree

No: Pikk, Walper, Woorra

Or

2. Record the name of each individual and how he or she voted:

Bry, aye; Heide, aye; Krone, aye; Lagus, aye; Mohles, aye; Padree, aye; Pikk, no; Walper, no; Woorra, no

Most recorders prefer the first method. When a member of the council calls for a division of the house after the presiding officer has declared the motion as passed or defeated, the presiding officer then asks the voting members to raise their hands or to stand up. The chair counts the number for and against the motion. The number of persons voting each way must be recorded.

Aye: 6 No: 3

Amendments

Amendments to motions are entered in the order in which they are made. They must be voted on in reverse order with the last amendment being voted on first. Then when the first amendment is voted on, it includes amendments made after it. After all amendments have been voted on, the main motion is voted on “as amended.” The entire motion, including all of the amendments passed, must be voted on as a total unit.

Points of Order and Appeals

Under parliamentary procedure (Robert’s Rules of Order), when a board member thinks that the rules of procedure are being violated, he or she can ask for a point of order or for a point of information or clarification. The member calls upon the presiding officer for a ruling and an enforcement of the rules of procedure. If the presiding officer rules against a member who raises a point of order, that person, or any other person, may appeal the chair’s decision to the council as a whole. Points of order and appeals are not recorded in the minutes. Robert’s Rules of Order are only binding on a local government council/commission if the body has adopted them.

Highlights of Discussion

The highlights of the discussion after a motion has been made and seconded do not have to be recorded. However, many recorders find it appropriate for future reference as well as politically practical to record both the points in favor of and against a motion. The best rule to follow in recording discussions is to put in as little as possible. It is prudent to address in your council rules of procedure whether or not discussion is to be recorded in your meeting minutes.

When the pros and cons are recorded, the discussion should be summarized and the minutes should reflect the amount of discussion on each side, both in content and length. The recorder should not attempt to record remarks exactly as stated. The record should reflect what was said without bias, prejudice, or opinion of the recorder. Retaining objectivity is probably the most difficult part of taking minutes.

Reports

Boards, commissions, and committees generally should present written reports. A reference should be made that the written report is attached to the minutes or may be found in a particular folder in the files. The minutes should indicate the name and official office of the person who made the report on behalf of the board, commission, or committee. The minutes should then indicate what action the council took to dispose of the report. If an action is to be taken, the minutes should reflect who is going to do what and when it is to be done. This should be described in the record of the motion made.

Councils often move to receive reports. This means only that the report is going to be filed. It is not necessary to have such a motion. If something is going to be done as a result of the report, then a motion to that effect will have to be made later. *Receiving* a report does not mean, or imply, that the council agrees with or endorses the report or its recommendations. However, *accepting* or *adopting* a report does mean that the council accepts or endorses the report’s contents. Reports from individuals, such as the organization’s attorney, are handled the same way as reports from boards, commissions, and committees. Generally, a brief description of the report is recorded along with the disposition of the report by the council.

Communications Received

Pertinent communications received by officials on the council/commission are read by the official. The communications are recorded with a brief statement that identifies the author and a summary of the topic or main idea. Generally, it is understood that the communication will be filed unless a councilmember moves to do something about the item. Junk mail should not be mentioned, as it takes up valuable time.

Appointments of Committees

A record should be kept of all individuals appointed to committees. Indicate the committee, the individual's appointment and the term of office. If the committee is a new one, the minutes should indicate the purpose of the committee and the time-frame within which the committee is to work and report back, if required. The minutes should also indicate whether the committee is a standing committee or an ad hoc committee.

Consent Agenda

A consent agenda contains routine items which do not need further discussion. The whole group of items is approved in one motion and one roll call vote. In the minutes, the actions passed in the consent agenda are recorded individually and in full. If discussion of an item is desired, it can be removed from the consent agenda and discussed immediately after approval of the consent agenda or in its normal sequence on the agenda.

The printed agenda should contain a consent agenda definition like the one below:

All matters listed under Item 7, Consent Agenda, are considered routine by the council and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is required it will be removed from the consent agenda and considered separately.

Adjournment and Signature

The motion to adjourn should be recorded like all other motions. A motion to adjourn is not, however, required. The chair may declare the meeting adjourned, unless there are objections, when all of the business on the agenda has been covered. The exact time of adjournment should be recorded. A meeting may not be adjourned before the full agenda is finished, unless a motion to do so has passed. Remaining items are to be covered at the next meeting under "Unfinished Business." After indicating that the meeting was adjourned, the recorder's name and title should follow. The minutes are then signed in black or blue ink.

*Meeting adjourned at 9:30 p.m.
Thomas Hightower, Clerk, City of Green Valley*

Tape Recordings, Videotaping, Telecasting, Media

See Michigan Open Meetings Act MCL 15.262(1)

A tape recording of the proceedings will help the recorder prepare the minutes. Announce that the proceedings are being recorded before the meeting is officially called to order. This tape recording is not the official record of the meeting. The formally approved/accepted hard (written) copy of the minutes is official. Audiotapes of regular meetings are considered public records, and under an approved record retention schedule, may be erased after the minutes are transcribed and approved.

According to the OMA, the right of a person to attend a public meeting includes the right to tape record, videotape, or telecast the proceedings. However, the council may establish reasonable rules so that the meeting is not unduly disrupted. It is a good idea to provide the press with an agenda, a seating place from which the council can be seen and heard and a table on which to write. If the press can follow the proceedings, the reading public can as well. Adequate press coverage can be a tool by which the public is informed of public actions.

Open Meetings Act MCL 15.263

1) All meetings of a public body shall be open to the public and shall be held in a place available to the general public. All persons shall be permitted to attend any meeting except as otherwise provided in this act. The right of a person to attend a meeting of a public body includes the right to tape-record, to videotape, to broadcast live on radio, and to telecast live on television the proceedings of a public body at a public meeting. The exercise of this right shall not be dependent upon the prior approval of the public body. However, a public body may establish reasonable rules and regulations in order to minimize the possibility of disrupting the meeting.

(4) A person shall not be required as a condition of attendance at a meeting of a public body to register or otherwise provide his or her name or other information or otherwise to fulfill a condition precedent to attendance.

(5) A person shall be permitted to address a meeting of a public body under rules established and recorded by the public body. The legislature or a house of the legislature may provide by rule that the right to address may be limited to prescribed times at hearings and committee meetings only.

(6) A person shall not be excluded from a meeting otherwise open to the public except for a breach of the peace actually committed at the meeting.

Corrections

See Michigan Open Meetings Act MCL 15.269(1)

According to the OMA, corrections in the minutes shall be made not later than the regular meeting after the one in which the minutes in question were recorded. Corrected minutes shall be available no later than the next subsequent meeting after correction. The corrected minutes shall show both the original entry and the correction. A suggested method of correcting the minutes is to write the corrections in black or blue ink in the outside margins of the minutes when there are many corrections. If the correction is only one word, then it may be written in above the original word, with that word being crossed off. The corrections should be indicated in the next meeting's minutes, and it should be indicated that the minutes were approved with corrections.

Open Meetings Act 15.269(1)

...The public body shall make any corrections in the minutes at the next meeting after the meeting to which the minutes refer. The public body shall make corrected minutes available at or before the next subsequent meeting after correction. The corrected minutes shall show both the original entry and the correction.

Approval

Once the minutes have been approved, generally at the next regular meeting of the organization, the motion will appear in the minutes of that meeting; but a notation should be made near the signature of the recorder on the previous minutes with the following information: “*Approved (date and initials)*” or “*Approved as corrected (date and initials).*”

Open Meetings Act MCL 15.269(3)

A public body shall make proposed minutes available for public inspection within 8 business days after the meeting to which the minutes refer. The public body shall make approved minutes available for public inspection within 5 business days after the meeting at which the minutes are approved by the public body.

Publication

See Michigan Open Meetings Act MCL 15.269(1)-15.269(3)

According to the OMA, the unofficial minutes must be ready for the public to see within eight (8) business days after the meeting. Within five (5) business days after the minutes have been approved, the official minutes must be ready to be viewed by constituents. Publication of minutes is subject to the statute authorizing your form of government or your local charter.

Open Meetings Act MCL 15.269

(2) Minutes are public records open to public inspection, and a public body shall make the minutes available at the address designated on posted public notices pursuant to section 4. The public body shall make copies of the minutes available to the public at the reasonable estimated cost for printing and copying.

(3) A public body shall make proposed minutes available for public inspection within 8 business days after the meeting to which the minutes refer. The public body shall make approved minutes available for public inspection within 5 business days after the meeting at which the minutes are approved by the public body.

General Law Village Act MCL 65.5(3):

Within 15 days after a meeting of the council, a synopsis or the entirety of the proceedings, including the vote of the members, prepared by the clerk and approved by the president showing the substance of each separate decision of the council shall be published in a newspaper of general circulation in the village or posted in 3 public places in the village.

Home Rule Cities and Home Rule Villages – check local rules

Closed Meeting Minutes

See Michigan Open Meetings Act MCL 15.267(2)

A two-thirds roll call vote is required to call a closed session, except for certain exceptions. A separate set of minutes shall be taken by the clerk or the designated secretary of the public body at a closed session. These minutes shall be retained by the clerk of the public body. They shall not be available to the public for inspection and would be disclosed only if required by a civil action or court order. These minutes may be destroyed one year and one day after approval of the minutes of the regular meeting at which the motion to hold the closed session was approved, under an approved records management schedule. If an audiotape was made of the closed meeting, it must also be retained for a year and a day. Refer to the Open Meetings Act, MCL 15.268, below, for situations in which closed meetings of public bodies are allowed.

Open Meetings Act MCL 15.267 Closed sessions; roll call vote; separate set of minutes.

(1) A 2/3 roll call vote of members elected or appointed and serving is required to call a closed session, except for the closed sessions permitted under section 8(a) and (c). The roll call vote and the purpose or purposes for calling the closed session shall be entered into the minutes of the meeting at which the vote is taken.

(2) A separate set of minutes shall be taken by the clerk or the designated secretary of the public body at the closed session. These minutes shall be retained by the clerk of the public body, are not available to the public, and shall only be disclosed if required by a civil action filed under section 10, 11, or 13. These minutes may be destroyed 1 year and 1 day after approval of the minutes of the regular meeting at which the closed session was approved.

Open Meetings Act MCL15.268 Closed sessions; permissible purposes.

A public body may meet in a closed session only for the following purposes:

(a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing. A person requesting a closed hearing may rescind the request at any time, in which case the matter at issue shall be considered after the rescission only in open sessions.

(c) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.

(d) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

(e) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.

(f) To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, except as otherwise provided in this subdivision, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting pursuant to this act. This subdivision does not apply to a public office described in subdivision (j).

(h) To consider material exempt from discussion or disclosure by state or federal statute.

BACKGROUND INFO

MML publications:

[Fact Sheet: Calling Closed Meetings](#)

[Fact Sheet: Closed Meeting Minutes](#)

IV. Sample Agenda Outline

A sample agenda from a fictional government body follows. Refer to your city or village charter and codes to clarify what discussion, topics, etc. are allowed before your council, boards, and commissions.

1. Call to Order (Pledge of Allegiance, if there is to be one)
2. Roll Call
3. Approval of (regular/special) minutes of the last meeting
4. Approval of Agenda

5. Public Comments - Reserved Time (for items listed on this agenda)
6. Petitions and Communications
7. Consent Agenda
8. Introduction and Adoption of Ordinances and Resolutions; Public Hearings
9. Reports of Officers, Boards and Committees; Routine Monthly Reports from Departments
10. Unfinished Business (unfinished or pending matters)
 - a.
 - b.
11. New Business
 - a.
 - b.
12. Miscellaneous
13. Public Comments - General
14. Closed Session (For situations that meet the circumstances specified in the Michigan Open Meetings Act.)
15. Return to open session
16. Adjournment

V. Sample Rules of Procedure

Sample rules of procedure from a fictional government body follows. Refer to your city or village charter and ordinances to clarify what discussion, topics, etc. are allowed before your boards and commissions. City and village councils should adopt rules of procedure designed to expedite business and provide fair and open deliberation. Rules of procedure describe the processes for councils, clerks, and city managers/administrators to bring matters before the council.

The sample rules of procedure that follow contain suggestions for items that may be included in your city's or village's rules of procedure. However, you may have rules that are at variance with those suggested. Your governing document, whether a home rule charter or the General Law Village Act, should be the basis for your municipality's rules of order. These rules may cover

preparation of agendas, the order of business, methods for processing communications, conducting appeals and hearings, and the length of discussion and conduct in the council chambers.

Agenda

1. Authority
2. Meetings
 - Regular Meetings
 - Special Meetings
 - Place of Meeting
 - Time of Meeting
 - Changes in Schedule
 - Public Notice of Meetings
3. Quorum
4. Agenda
 - Agenda Items
 - Previous Meeting Minutes
 - Proclamations
5. Conduct of Meeting
 - Mayor
 - Members of the Public
6. Appointments
7. Rules of Order
8. Record of Meetings
 - Recording Responsibility
 - Recording of Discussion
9. Voting Duty
10. Roll Call Votes
11. Expenses

BACKGROUND INFO

1. Authority

These rules are adopted by resolution of Green Valley City Council under the authority of the city charter (Section 2.4). These rules are superseded by the city charter, city code, and laws of the State of Michigan.

2. Meetings

Regular Meetings. The regular meetings of the council will be on the first Wednesday of each month, unless that day is a holiday or holiday eve. Before the end of the year, the council will approve by resolution the regular meeting schedule for the following calendar year, including exceptions to the first Wednesday meeting.

Special Meetings. Special meetings of the council will be called by the city clerk upon the written request of the mayor, city manager, or any two (2) members of the council or by a majority vote of the council. Notice of special meetings will be delivered personally or left at the councilmember's usual place of residence by the city clerk or designee at least 18 hours prior to the special meeting. The notice will contain the time, place, and purpose of the meeting.

In accordance with the Open Meetings Act, a special meeting notice must be posted in a prominent and conspicuous place—both at city/village hall and on the municipality's website if it maintains one, 18 hours prior to the meeting, and shall contain the date, time, and place of the special meeting.

Note that the OMA does not require the purpose of the meeting to be listed on the notice of a special meeting. A provision requiring this is enacted at the discretion of the public body.

Place of Meeting. All regular and special meetings of the council will be held in the council chambers in the municipal building. The city clerk may change the meeting to a larger room, if needed. A notice of the change will be prominently posted on the door of the regular meeting place and will be published in the newspaper if time permits.

Time of Meeting. All regular council meetings will begin at 7:30 p.m., unless the council, by majority vote, sets a different starting time. Special meetings may be scheduled for other times. Meetings must be scheduled at a time when the public can attend.

Changes in Schedule. Changes in the regular meeting schedule may be made with the approval of a majority of members in session and will be published if time permits.

Public Notice of Meetings. The city clerk will post a notice of the regular meeting schedule for the next calendar year at the city hall, and publish the notice in the newspaper prior to the beginning of each calendar year. The notice will indicate the dates, times and places of the scheduled regular meetings.

3. Quorum

Four councilmembers shall constitute a quorum for the transaction of business at all meetings.

Note: This number will be set by the charter in home rule cities and home rule villages, and by the General Law Village Act in general law villages.

4. Agenda

Agenda Items. Agenda items will be given to the clerk by noon on the Friday preceding the regular council meeting. The clerk will prepare and deliver to the councilmembers the agenda with supporting material and explanations as soon as possible after setting the agenda. The agenda may be changed at the regular meeting by a majority vote. A special meeting agenda will consist only of the matter(s) stated in the notice of the meeting. The order of business at regular meetings will be as follows.

1. Call to Order
2. Roll Call
3. Approval of regular and/or special minutes of the last meeting
4. Approval of Agenda
5. Public Comments - Agenda Items
6. Petitions and Communications

- 7. Consent Agenda
- 8. Introduction and Adoption of Ordinances and Resolutions; Public Hearings
- 9. Reports of Officers, Boards and Committees; Routine Monthly Reports from Departments
- 10. Unfinished Business
 - a.
 - b.
- 11. New Business
 - a.
 - b.
- 12. Miscellaneous
- 13. Public Comments - General
- 14. Closed Session (if required, for situations that meet the circumstances specified in the Michigan Open Meetings Act).
- 15. Return to Open Session
- 16. Adjournment

Previous Meeting Minutes. The minutes of the previous meeting(s) will be distributed to the council with the next meeting’s agenda and will not be read at the meeting.

Proclamations. Proclamations will be included in the agenda under “Petitions and Communications” and may be brought before the council by any member.

5. Conduct of Meeting

Presiding Officer. The mayor will preside at all meetings of the council. In the absence of the mayor, the mayor *pro tem* will preside. In the absence of both the mayor and mayor *pro tem*, the councilmember who has served the longest will preside.

Members of the Public. Members of the public will speak only when recognized by the chair. Members of the public will be limited to speaking during the “Public Comment - Agenda Items” time and during the “Public Comment – General” time. During the “Agenda Items” time, each speaker will be limited to three (3) minutes and to items on the agenda; during the “General” time, each speaker will be limited to three (3) minutes and to topics not listed on the agenda or acted upon at the meeting. Prior to addressing the council, members of the public are requested to identify themselves with their name and address – this time is not included in the three (3) minute limit.

6. Appointments

No member of the council will serve on any committee, commission, or board of the city of Green Valley except the Retirement System Board of Trustees, unless membership is required by statute or city charter.

BACKGROUND INFO

7. Rules of Order

The current edition of Robert’s Rules of Order Newly Revised is adopted and made part of these Rules of Order and Procedure except as modified by the charter and city ordinances or by these rules.

8. Record of Meetings

Recording Responsibility. The clerk will be responsible for maintaining the official record and minutes of each meeting of the council. The minutes will include all actions of the council with respect to motions, including the name of the maker of the motion. If the vote is by roll call, the minutes will show who voted “Aye” or “No” or abstained and the reason for the abstention along with the permission of the council for abstaining. The clerk will also maintain in city hall a file of each resolution and ordinance passed by the council.

Recording of Discussion. The clerk will NOT be responsible for maintaining a written record or summary of the discussion or comments of the council or members of the public made at council meetings, unless directed to do so by the council.

9. Voting Duty

Whenever a question is called by the chair, every member present will vote. No member will abstain from voting unless that member states his or her conflict of interest. Conflict of interest will be the only reason for a request to abstain from voting. The council will, by majority vote of the remaining members, determine if the member will be allowed to abstain.

10. Roll Call Votes

Roll call votes will be taken on all matters authorizing expenditure of money or when requested by a member of the council or when required by law.

11. Expenses

Necessary and reasonable expenses incurred when working for or representing the city at state or out-of-town meetings approved by the council will be paid to the mayor and council, provided that a detailed expense report with receipts, when available, is submitted at the end of each month and approved by the council. Mileage on city business will be reimbursed at the current IRS standard business mileage rate, according to the mileage policy.

VI. Sample Meeting Minutes

Sample minutes from a meeting of a fictional government body follows. Refer to your city or village council rules of procedure, charter, and ordinances to clarify what discussion, topics, etc. are allowed before your council, boards, and commissions.

City of Green Valley
Regular Council Meeting, Wednesday, March 15, 2017
Council Chambers

Present: Bry, Dickenson, Heide, Krone, Lagus, Mohles, Padree, Pikk, Walper, Woor.

The meeting was called to order by Mayor Dickenson at 7:30 p.m.

1. The Pledge of Allegiance was led by councilmember Mohles.
2. The minutes of the regular council meeting of February 8, 2017, and the Committee of the Whole meeting of February 22, 2017, were presented.

Corrections to the minutes of February 8, 2017:

Item 5.(e) explain the type of resolution from Grand Woods; Item 7. the word "your" should be "you're."

Krone moved, Lagus seconded, CARRIED, to approve the minutes of February 8, 2017, as corrected.

Corrections to the minutes of February 22, 2017:

Item 2. Insert "MML" before the first "Legal"; delete the words "for a" and insert the words "requesting aid from the MML," the motion should read "Krone moved, Woor seconded, ADOPTED, to adopt the Resolution requesting aid from the MML Legal Defense Fund."

Lagus moved, Padree seconded, CARRIED, to approve the minutes of February 22, 2017, as corrected.

3. The bills for February, 2017, were presented for council's review.

Lagus would like to have the township added to the explanation of those bills for the Fire Department for which the city will receive partial reimbursement.

Lagus moved, Woor seconded, CARRIED, to approve payment of \$71,719.71 for February 2017, bills.

4. Short Public Comment

- a. The brick entrance to Indian Mound Subdivision is in need of repair.
- b. There is also a speeding problem on Old River.
This problem was referred to the Public Safety Committee.

BACKGROUND INFO

- c. The sidewalks in subdivision are being blocked both by overgrown trees and by cars at Country Farms Apartments.
Police Chief Auker is meeting with the managers of Country Farm Apartments and he will pass along the information.
The city manager will check on the overgrown trees.
- d. Concerns on fire protection for the residents on the west side of the railroad tracks.
This item was referred to the Public Safety Committee.

5. Awards

Mayor Dickenson, Green Valley Councilmember Woorra, and Awards Councilmember Mohles Presented the "Green Valley – You're Looking Good Awards" to Smith Funeral Home, Connecticut Manor, Grant Karas and Hillcrest Apartment Complex.

6. Public Hearings

Mayor Dickenson opened the public Hearing on rezoning request Z-825 to rezone property on the south side of Clinton River Road between North and Hayes Roads in Section 24 to R-1-70 (Single-Family Residential, 8,400 square feet) from R-1-80 (Single-Family Residential, 10,000 square feet).

Gerald Carpenter, attorney representing the Petitioner, explained the request.

Five residents spoke against the request, citing land and house size preferences for this area and stated that they wish the area to remain R-1-80 as zoned.

Mayor Dickenson closed the public hearing.

Lagus moved, Walper supported, CARRIED, to deny the request for R-1-70 (Single-Family Residential, 8,400 square feet) from R-1-80 (Single-Family Residential, 10,000 square feet) for property located on the south side of Clinton River Road between North and Hayes Roads in Section 24, Z-825, for the following reasons:

- a. The property is capable of development as currently zoned;
- b. The proposed rezoning to R-1-70 would create a higher density development pattern, which would be inconsistent and incompatible with nearby developed properties;
- c. The proposed rezoning is inconsistent with the Master Land Use Plan of the City of Green Valley. Councilmember Padree questioned the amount of 22 acres that is designated as wetlands.

7. Communications

- a. Clare Rater - report on "Making the Sesquicentennial Work." For information only.
- b. Community Development – notification of approval of the request the city made to reallocate unexpended CDBG Funds to the Streetscape Project.

8. Unfinished Business: None

9. New Business

a. Committee Reports:

Lagus reported that the Public Works Committee recommends approval of the sewer tap agreement with Jim and Lois Peterman, giving the Petermans permission to tap into the city's sanitary sewer system.

Lagus moved, Krone seconded, CARRIED, to approve the agreement and to have the mayor sign the agreement.

Mohles reported on the Public Safety Committee findings on the 9-1-1 emergency phone system. The initial cost of a Primary Public Safety Answering Point (PSAP) is estimated to be \$25,000 and an established \$1,500 monthly service fee. The county is planning to have 9-1-1 effective July, 2017. The committee recommends that the city council approve the following resolution notifying the county board of commissioners of the city's intent to become a PSAP for the emergency 9-1-1 phone system.

Resolution

Notice of Intent to Function as PSAP

Pursuant to Section 307 of the Emergency Telephone Enabling Act, the City of Green Valley shall function as a PSAP within the 9-1-1 service district of the tentative 9-1-1 service plan adopted by resolution of the board of commissioners for the County of Cook, January 8, 2017.

Krone moved, Mohles seconded, ADOPTED, to approve the Notice of Intent to Function as PSAP resolution.

Padree feels a local 9-1-1 would be a duplication of a county service.

b. American Cancer Society: Request for permission to solicit door to door April 15, 2017, through May 3, 2017.

Lagus moved, Woorra seconded, CARRIED, to grant permission to solicit door to door April 15, 2017, through May 3, 2017, subject to a statement on why the American Cancer Society does not receive enough funding from the United Way.

10. Other Business

a. Police Chief - no report.

b. DPW Director-no report.

c. City Attorney - no report.

d. City Manager's Report:

1. The city manager reported on the bids that were received for the Green Park Tennis/Basketball Courts. All of the bids were considerably higher than anticipated. The city manager recommended that council deny all bids and rebid the project in the summer of 2017.

Krone moved, Walper seconded, CARRIED, to reject all bids and rebid in the summer of 2017.

2. The city manager reminded the city council that Fall Clean Up Day is the week of October 23, 2017, on the normal pickup day.

BACKGROUND INFO

- e. Padree requested that November 7, 2017, be declared “Animal Park Day” and that a banner be placed across S. Detroit Street during the last two weeks of October.

Padree moved, Krone seconded, CARRIED, to approve the banner request.

- f. Mayor Dickenson had nothing to discuss.
- g. Mohles moved, Walper seconded, CARRIED, to hold a closed session under the Open Meetings Act to discuss the purchase of property.

Roll call vote:

Aye: Bry, Deckenson, Heide, Krone, Lagus, Mohles, Padree Pikk, Walper, Woorra.

No: None.

Adjournment at 9:08 p.m.

Thomas Hightower, Clerk, City of Green Valley

BACKGROUND INFO

MAMC Clerking 101 Agendas and Minutes

- An agenda is the order of business for a meeting. The items included and the order in which they are taken should be adopted as a board policy, and may be included as a larger policy on rules of procedure.
- Agenda sections may include:
 - Heading
 - Call to Order
 - Roll Call
 - Pledge of Allegiance
 - Invocation
 - Approval of the Agenda
 - Approval of the Minutes
 - Public Comment
 - Consent Agenda
 - Approval of Bills/Payments
 - Reports from Departments
 - Unfinished Business
 - New Business
 - Adjournment

MAMC Clerking 101 Agendas and Minutes, cont.

Electronic Agendas and Packets

- Some communities are moving from a paper agenda packet to a "paperless" agenda, distributed electronically via e-mail or web site posting, eliminating most or all of the copying and distribution of agenda materials. This can be done using word processing documents which incorporate hyperlinks, or for communities which frequently have maps and other attachments which must be scanned, by using Adobe to create PDF documents.
- Board members then use laptop, iPad, or network computers to access their agenda material, which they can mark up or highlight as they wish.
- Advantages include a reduction in copying time and expense, easier distribution to members of the media and the general public of the entire packet through email or a web site, and use of search features in either word processing documents or the PDF format.
- Disadvantages include the investment in computer equipment, software and training for staff and council members.
- Retention - Any documents, including agendas, proposed resolutions and any background material such as memos, maps, etc., that is presented to a board for their consideration, is a permanent record. One complete set of the agenda "packet" is retained as a permanent record.

MAMC Clerking 101 Agendas and Minutes, cont.

Public Comment

- This is the first opportunity for the public to speak at the meeting.
- Some boards limit this section to items on the agenda only, and provide a second public comment period at the end for comments on any topic.
- The board's Rules of Procedure should spell out any time limits and other requirements for public comment (subject to the Open Meetings Act).
- It is usually recommended that if a board only has one public comment period, that it be early in the meeting, before votes are taken on agenda items.
- Some boards, however, allow public comment at the time each agenda item is taken up.
- If the boards rules of procedure ask people to "sign up" to speak at the meeting, here is a sample form:

BACKGROUND INFO

MAMC Clerking 101 Agendas and Minutes, cont.

Public Comment, cont.

- If the boards rules of procedure ask people to "sign up" to speak at the meeting, here is a sample form:

PLEASE COMPLETE THE FORM BELOW IF YOU WISH TO ADDRESS THE CITY COUNCIL:

Name: _____
Address: _____
Subject: _____

If the item on which you wish to speak is a scheduled agenda item, please hold your comments until that time.
Please hand to either the Mayor or Clerk before the start of the meeting. Thank you.

MAMC Clerking 101 Agendas and Minutes, cont.

Minutes

- Minutes are the only official, permanent record of a meeting of your board, council or commission.
- Robert's Rules of Order, Newly Revised, 10th Edition has this to say about minutes: "...they should contain mainly a record of what was *done* at the meeting, not what was *said* by the members."
- Minutes can vary from a detailed record of discussion to a simple stating of motions and resolutions adopted. This is a matter of preference and local custom, and may change over time, as the membership of the board, or the occupancy of the office of Clerk, changes.
- The format of the minutes should follow the format of your agenda.

MAMC Clerking 101 Agendas and Minutes, cont.

Minutes – MCL 15.269

- A public body shall make proposed minutes available for public inspection within 8 business days after the meeting to which the minutes refer.
- The public body shall make approved minutes available for public inspection within 5 business days after the meeting at which the minutes are approved by the public body.
- A public body shall not include in or with its minutes any personally identifiable information that, if released, would prevent the public body from complying with section 444 of subpart 4 of part C of the general education provisions act, 20 USC 1232g, commonly referred to as the family educational rights and privacy act of 1974.

BACKGROUND INFO

MAMC Clerking 101 Agendas and Minutes, cont.

- **Voting**
 - Can a member abstain from voting without disclosing the reason? Is the abstention counted as a yea or nay?
 - Answer:
 - It depends. State law does not require village or city council members to declare the reason for an abstention.
 - However, many home rule city and village charters require the council member to do so, and the Charter Township Act (MCL 42.7) requires members of the township board to receive the unanimous approval of the other members of the board to abstain.
 - An abstention is neither a yea or nay vote, and therefore, not counted. It upholds the will of the majority. If the member does not leave the council chamber, they are included in the quorum count.

MAMC Clerking 101 Agendas and Minutes, cont.

- **Closed Session Minutes**
 - A separate set of minutes shall be taken by the clerk or the designated secretary of the public body at the closed session. These minutes shall be retained by the clerk of the public body, are not available to the public, and shall only be disclosed if required by a civil action filed under section 10, 11, or 13. These minutes may be destroyed 1 year and 1 day after approval of the minutes of the regular meeting at which the closed session was approved.

MAMC Clerking 101 Elections

- Chapter 168, Act 116 of 1954
AN ACT to reorganize, consolidate, and add to the election laws; to provide for election officials and prescribe their powers and duties; (and more stuff...)
- We currently have three Regular Election Dates:
 - May, August, and November,
 - First Tuesday after the first Monday
- A school district may call a special election to submit a ballot question to borrow money, increase a millage, or establish a bond if an initiative petition is filed with the county clerk.
- Secretary of State, Chief Elections Officer
- Bureau of Elections

BACKGROUND INFO

RESOLUTION

The Following Resolution was offered by Comm. _____ and it was seconded by Comm. _____.

WHEREAS The City of Plymouth is required by State Law and the Charter of the City to keep Meeting Minutes of the various Boards, Commissions and Committee, and

~~WHEREAS The Michigan Municipal League and other recognized organizations have provided a Framework or outline of how Meeting Minutes should be prepared, and~~

WHEREAS The City Commission has adopted a Strategic Plan which calls for a uniform voice or Consistency across all communications and this would include meeting agendas and Meeting Minutes.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby adopt the following Policy for Meeting Minutes and that the entire Policy will be made a part of the official Meeting Minutes and that this policy shall affect all Boards, Commissions and Committees of the City. Further, this Policy shall take immediate effect and the Policy is in line with the City's Strategic Plan related to consistency across all communications.



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 Mayor Authorized to sign closing documents 07-20-20.docx*
Date: July 17, 2020
RE: Resolution Authorizing Mayor to Sign Closing Papers on Saxton's Property

Background

The City Commission has already approved the sale of what is commonly known as the Saxton's property to Jewell Maple Development, LLC. To complete the sale and bring this to closing the Title Company wants their form authorizing the Mayor to sign the documents to be used. The Title Company is requiring that the City Commission approve the attached Resolution.

The proposed Resolution has been reviewed by the City Attorney's Office and they are recommending approval to advance this project to closing.

RECOMMENDATION:

The City Attorney's Office recommends that the City Commission approve the proposed Resolution related to the sale of what is commonly known as the Saxton's Property to Jewell Maple Development, LLC. This Resolution is required by the Title Company in order to close on the sale. The Resolution will also authorize the Mayor to sign the documents on behalf of the City.

Should you have any questions regarding this matter please feel free to contact me.

**RESOLUTIONS
OF
CITY OF PLYMOUTH
TO AUTHORIZE REAL ESTATE SALE
AND
AUTHORIZATION OF SIGNOR**

On this ____ day of July, 2020, in accordance with applicable law and ordinances of the **CITY OF PLYMOUTH**, a Michigan municipal corporation (the "City"), the City adopted the following resolutions:

IT IS RESOLVED that the sale by the City of the real property commonly known as 587 W. Ann Arbor Trail, 624 Maple Street, and 674 Maple Street, Plymouth, Michigan (as more fully stated in the legal description attached to the Purchase Agreement), pursuant to the terms and conditions of that certain Purchase Agreement between the City ("Seller") and Jewell Maple Development, LLC ("Purchaser") dated January 21, 2020, as amended (collectively, the "Purchase Agreement"), was previously approved by the City and shall stand on the books and records of the City.

FURTHER RESOLVED that Oliver Wolcott, the Mayor of the City, is the authorized person who may enter into, execute and deliver any and all documents and agreements including, but not limited to, any and all agreements for the purpose of completing the closing on the sale of the Property pursuant to the Purchase Agreement and those agreements will bind the City. Oliver Wolcott shall also be authorized to take any and all actions in furtherance of completing the sale transaction on behalf of the City that that he deems necessary or desirable, consistent with the Purchase Agreement and Planned Unit Development Agreement between Seller and Purchaser.

I have read all the provisions of these Resolutions and certify all statements and representations made in the Resolutions are true and correct. I am authorized by the City to certify these Resolutions being adopted by the City.

CITY OF PLYMOUTH,
a Michigan municipal corporation

By: _____

Its: _____

ADMINISTRATIVE UPDATE

NO ACTION REQUIRED

To: Mayor & City Commission

CC: *S:\Manager\Sincock Files\Memorandum - Special Event Policy Information Covid-19 07-20-20.doc*

From: Paul J. Sincock -City Manager

Date: 7/17/2020

Re: Special Event Policy Update

The City Administration has been spending time related to our special event policy. While most of our events for the summer season have been canceled, including most recently the Fall Festival. There are still some smaller events, corporate events or political events that could or will take place in any of our neighborhood parks or Kellogg Park.

As a result of the possibility of potential events in either neighborhood parks or Kellogg Park we need to be moving towards updating our policies related to having special events on our property. There is no "official guidance" from the State, but we have been working with preliminary and pre-decisional guidance from the Department of Labor and Economic Opportunity. However, due to the extremely preliminary nature of the document, we can expect multitudes of changes. It should be noted that our parks are open to the public, so someone having an event may have a larger than expected crowd, just due to the park being open. A good example is often when we have a City Commission meeting in the park, there are kids playing on the playground equipment or people walking their dogs. We do not close the "public" aspect of a park just because an event is also taking place. An exception to the closure, may be because of a security issue for like a Presidential candidate as indicated in our current Special Event Policy.

We have been working on a City Special Event Recommendation information document, but it is still under legal and administrative review. We wanted to send this information out to you to make you aware of the direction that we are heading in. This is one of many "balls in the air" that are taking administrative resources but may or may not become finalized in the future. They require us to be "ready to go" much like we did with the extended patio areas.

If you have any questions or comments please feel free to contact me directly. **No action is required by the City Commission at this time.**

NO ACTION REQUIRED

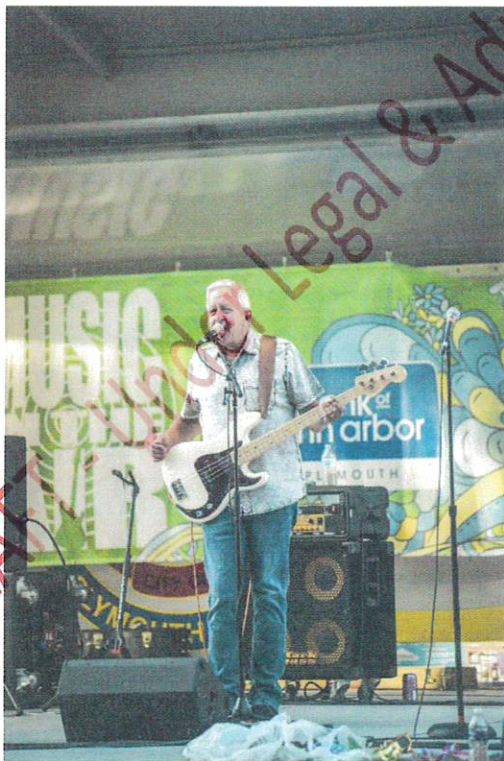


City of Plymouth 2020 Event Information

COVID-19 Recommendations

The City of Plymouth requires that the following guidelines be followed for public health and safety at your event to help limit the spread of COVID-19. The City of Plymouth adopted the following guidelines using the latest recommendations from the CDC (www.cdc.gov/coronavirus) and the State of Michigan (www.michigan.gov/coronavirus). Events must follow all local, state and federal laws. Events must follow all Executive Orders and Health Department regulations. All Events must have an approved Special Event Application on file prior to hosting any event.

Please review the following checklist and submit any applicable information. Please call (734) 453-1234 ext. 203 if you have any questions. Please visit www.plymouthmi.gov for a special event application.



Outdoor Events

To help increase safety at your outdoor event, the City asks you to adhere to the following recommendations for your outdoor event and provide details on how your event will meet each recommendation (where applicable).

- The maximum number of people in attendance at your event cannot exceed the number allowed under the applicable State Executive Order. Please indicate how many guests you expect at your event, how you plan to manage social distancing, and please indicate which Executive Order applies to your event.

- State guidelines recommend establishing a COVID-19 response plan that is tailored to your specific venue. Please indicate your response team or response leader and include design, implementation, monitoring and reporting on key practices that apply to all site visitors.

- State guidelines require that employees and volunteers receive COVID-19 training. Please make sure that all people working at the event (including any contract employees and/or volunteers) have been trained on the following:
 - Appropriate use of PPE
 - Steps an employee must take to notify of symptoms
 - How to interact safely with guests
 - How to enforce safety precautions for guests

- How to report unsafe working conditions

- The Wayne County Health Department must be notified if there are confirmed positive cases of employees, contracted company employees, volunteers, and/or guests. The Wayne County Health Department can be reached at (734) 727-7078.
- Event employees, volunteers and contract workers must complete a daily screening protocol (see City of Plymouth COVID-19 Employee Daily Screening Procedure Form for example) prior to coming in to work an event. The screening questionnaire must include verbiage requiring an employee to stay home if they fail the screening protocol and must meet all Wayne County Health requirements.
- State guidelines require that all new policies be communicated to guests prior to and during your event (this includes City approved signage and digital communication).
- State guidelines indicate that spacing must occur in any lines at your event to maintain social distancing (includes restrooms, attractions, vendors, etc.). Please make sure markings of six feet are visible at any location where lines are expected.
- Any events using the band shell and stage must block off an area of 10 feet in front of and on the sides of the band shell to be coordinated with the Department of Municipal Services.
- There should be no shared items for guests and areas of high guest interactions should be removed.
- Events must conduct frequent cleaning of any high touch surface areas.
- Hand sanitizer must be available for guests of the event.
- Face coverings must be provided to all workers of the event. Face coverings should be worn when six feet social distancing cannot be observed outdoors.
- If your event requires the use of the public restrooms, the City will provide sanitizing and cleaning services at a cost determined as part of the Special Event application renewal and approval process.

REQUIRED CITY APPROVED SIGNAGE

- Signage must be posted near event entrances informing guests not to enter if they are or have been sick. Signage should also include verbiage that states that guests accept any potential risk of attendance.
- Signage must be posted throughout the event site reminding guests to maintain proper social distancing of at least six feet.
- Signage must be posted throughout the event to remind guests of proper hygiene practices and to wear face coverings when six feet social distancing cannot be maintained.

DRAFT - Under Legal & Administrative Review - DO NOT USE

Department of Labor and Economic Opportunity
MiSafeStart: Entertainment recommendations

PRELIMINARY AND PRE-DECISIONAL | June 5, 2020



OVERVIEW/GOALS



Events are more than big parties. They are essential elements of quality of life, creative expression, and social interaction, which is critical to mental health in the recent age of quarantine, family isolation, Zoom meetings and recent protests for social justice. The economic impact of the entertainment industry is billions of dollars in the State of Michigan with hundreds of thousands of jobs on the line. A distinguishing factor of the event industry, compared to other industries, is that security and security plans, which almost always include local law enforcement, are already in place. This provides immediate support in adhering to newly established guidelines.

The end of this plan lists the events that are scheduled for this summer and ready to operate under new guidelines. While not a complete list of all events in the State, there are almost 100 events from county fairs, to food and drink festivals, sporting events and more from all regions of the State.

We are asking for a quick review and consideration as our businesses and industry are still facing incredible financial difficulties with massive revenue reductions along with increased expenses.

Eight steps for employers to keep their workers safe, within the hierarchy of controls

MICHIGAN DEPARTMENT OF
LABOR & ECONOMIC
OPPORTUNITY



1 Administrative controls



2 Access control



3 Distancing



4 Sanitation



5 Hygiene



6 PPE



7 Positive case protocols



8 Facility closure

Outdoor Events

This separate guide for outdoor events (without fixed seating) was created based on consensus in the scientific community that the virus is more difficult to spread outdoors. Outdoor venues also share an enhanced ability to offer flexible footprints, revisable layouts and, in most cases, significantly larger amounts of useable space.

The following guidelines proposed for outdoor entertainment, which include reduced capacity, represent radical changes and upgrades related to patron safety, and **should move the reopening timeline of events and large gatherings out of Phase 6 of the Michigan Safe Start Plan and into Phase 5 as long as such guidelines are met.**



MICHIGAN DEPARTMENT OF
LABOR & ECONOMIC
OPPORTUNITY

Executive summary



Capacity calculations

- Recommend capacity be set based upon a percentage reduction of regular capacity instead of fixed number of guests. For outdoor events, our initial recommendation is 50% of capacity.

Continual review

- Things are changing rapidly and what works now may need to change or be adjusted in the future. We recommend that this committee meets every 30 days to discuss any changes or amendments to plans.

Other industries

- Other industries may have submitted plans to the state that may or may not be approved and would need to be removed from an event if not approved, such as petting zoos, carnivals, etc.

Protocols for other event aspects

- Many events and venues involve industries who already have guidelines approved through the State or who are working on approval. These protocols would be used for the purposes of events and venues as well and may include: retail establishments, restaurants, carnivals/attractions, etc.

Executive summary



Health Department

- Local Health Department involvement imperative for the approval of and oversight of events. If an event meets the approved State guidelines, the event would then be submitted to the local health department for approval and enforcement

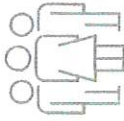
Different Guidelines

- Local health departments should be able to review event plans with the understanding that different Regions of the State are in different stages of re-opening and may be able to operate sooner than others.

CDC Guidelines

- It is understood that wherever CDC guidelines have been established, those guidelines will be followed and may include the following areas: hygiene, social distancing, cleaning, employee safety, COVID-19 reporting and more.

Administrative controls – Outdoor Venues – Employees



1 Administrative controls

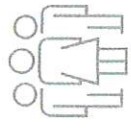
Requirements – “must”

- **Establish a response plan and team or leader**
 - **Plan should be tailored to specific venue**
 - **Should include design, implementation, monitoring and reporting on key practices that apply to all site visitors and manage COVID-19 preparedness**
- **Provide COVID-19 training**
 - Appropriate use of PPE
 - Steps an employee must take to notify of symptoms
 - How to interact safely with guests
 - How to enforce safety precautions for guests
 - How to report unsafe working conditions

Best practices – “should consider”

- Develop virtual training
 - Send reminders to employees and require employees to take training before working
- Check with legal counsel
 - To confirm compliance with various privacy statutes including, but not limited to HIPPA, the ADA and similar and related state statutes when collecting health information from employees.

Administrative controls – Outdoor Venues – Contracted Companies & Vendors



1 Administrative controls

Requirements – “must”

- **Communicate plan to partners**
 - Include expectations for their operation
- Ensure partner companies are training employees to stated expectations

Best practices – “should consider”

- Consider providing training to partner companies
 - Similar to employee training

Administrative controls – Outdoor Venues – Guests

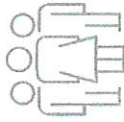


Requirements – “must”

- **Communicate new policies/changes to guests**
 - Recommend State to create standard signage to be used across industries to create awareness for main protocols

Best practices – “should consider”

- Utilize technology
 - Provide real-time updates on items such as capacity limits being reached, updates to protocols, etc



1 Administrative controls

Access control – Outdoor Venues – Employees



Requirements – “must”

- **Conduct a daily questionnaire** screening protocol for employees to be completed prior to coming in to work
- Require employee to stay home/work from home if they fail screening protocol
- Right to quarantine
 - Advise vulnerable workers and those with underlying health conditions of their right to continue to quarantine
- Support COVID-19 positive or symptomatic employees
 - May include pay and other benefits to employees not able to work to increase truthful reporting

2 Access control

Best practices – “should consider”

- Stagger employee arrival times
 - Assign entry locations to ease screening and distancing
- Establish sign-in stations or check points
 - Restrict access to certain workstations or areas
 - Establish traffic flow zones if needed
- Keep appropriate and confidential records of employees testing positive for COVID-19

Access control – Outdoor Venues – Contracted Companies & Vendors



Requirements – “must”

- **Require partners to conduct a daily questionnaire screening protocol for their employees**

Best practices – “should consider”

- Consider conducting a daily questionnaire screening protocol for partner employees onsite
- Establish specific entry points for vendors

2 Access control

Access control – Outdoor Venues – Guests



Requirements – “must”

- **Post sign(s) at event entrance(s) informing guests not to enter if they are or have recently been sick**
 - Recommend that State not require events to verbally screen guests
 - Encourage guests to self-screen prior to arrival
- **Signage to be posted outside event that guests accepts any potential risk of attendance**
- Limit personal items allowed into event
- Maintain separate entrances and exits when both ingress and egress may be taking place at the same time.
- Move toward contactless screening

Best practices – “should consider”

- Consider staggered arrival times, ticketed limited access times, pre-registration, etc. to manage capacity and reduce walk-up sales/will call
- Consider no bag/purse policy or size restrictions for events with screening/security at entrances
- Reduce number of entry/exit points if it helps to ensure appropriate screening procedures
- Consider contactless ticket scanning

2 Access control

Distancing – Outdoor Venues – Employees



Requirements – “must”

- Limit number of employees in shared spaces
 - May include break rooms, office trailers, indoor office space
 - Encourage a six-foot distance between employees wherever possible

Best practices – “should consider”

- Restrict non-essential areas

3 Distancing

Distancing – Outdoor Venues – Contracted Companies & Vendors



*Michigan
Workplaces
Venues*

Requirements – “must”

- Increase spacing between event vendors to allow for safe lines and social distancing
- **Minimize cash transactions or switch to cashless when possible**
- **Increase distancing around musicians/performers to mitigate extra spreading effect of singing**

Best practices – “should consider”

- Encourage partners to install physical barriers where possible/appropriate to their spaces

3 Distancing

Distancing – Outdoor Venues – Guests



Requirements – “must”

- Base event capacity on a reduction of capacity by set percentage.
 - Initial recommendation of 50% capacity for outdoor events and venues.
- To be reviewed every 30 days
- Signage throughout event site reminding guests to maintain proper social distancing
- Minimize cash transactions or change to cashless/contactless

Best practices – “should consider”

- Consider eliminating or reducing pat downs upon entry if part of usual operating procedure
- Create traffic patterns within the event footprint
 - May include making areas one-way
- Provide visual cues
 - Use tape or ground markings to mark event traffic patterns
- Work with security and/or local law enforcement to enforce social distancing of guests

3 Distancing

Distancing – Outdoor Venues – Guests



Requirements – “must”

- Create six feet of separation between guests where lines or gatherings are present
 - Lines may include entrances, attractions/rides, restrooms, food, vendors and more
 - Gathering areas may include seating for food consumption, concerts/live music, and more
 - May use signage, rope/ & stanchions, floor markings, etc.
- Install physical barriers
 - Sneeze guards and partitions where possible.
 - Locations may include entrances, ticket stations, bars, food service and more.

Best practices – “should consider”

- Consider expanding footprint
 - Allow for greater capacity with social distancing
- Removal of certain seating areas/change to standing areas with high guest turnover or interaction
 - Guest seating for food consumption
 - Seating for concert/live music

3 Distancing

Sanitation – Outdoor Venues



Requirements – “must”

- **Conduct frequent cleaning of high touch surfaces**
 - Bars and food service areas
 - Entrances
 - **Restrooms**
- **Deep Cleaning**
 - For multi-day events, overnight crew to deep clean event site before opening the next day
- **Develop cleaning checklist**
 - For employees to use/complete and submit to management
- **Establish improved cleaning/sanitizing in accordance with CDC guidance**
- **Make cleaning supplies available to employees**
- **Increase communication and visibility of cleaning**

Best practices – “should consider”

- **Disinfectant stations**
 - Provide disinfectant stations throughout event where guests can get wipes to use before touching items
- **Additional deep cleaning**
 - Consider power-washing/spray sanitizing prior to event/overnight between event days

4 Sanitation

Hygiene – Outdoor Venues – Employees



Requirements – “must”

- Encourage frequent handwashing
 - Provide time to do so as well
- Provide hand sanitizer and cleaning supplies for times when handwashing not possible

Best practices – “should consider”

- Enforce mandatory hand-washing
- Install additional hand sanitization and soaps in common areas

5 Hygiene

Hygiene – Outdoor Venues – Contracted Companies & Vendors

AMERICAN DEPARTMENT OF
LABOR & ECONOMIC
OPPORTUNITY

Requirements – “must”

- Remove shared items for guests
 - Switch to individual condiments instead of shared condiment stations
- Remove areas of high guest interaction for selling of goods
 - Poster bins, discount/sale bins, etc.

Best practices – “should consider”

- Consider not allowing food sampling
- Consider pre-packaged food options

Hygiene – Outdoor Venues – Guests



Requirements – “must”

- Provide hand sanitizer stations throughout event for guests
- Close off high touch surfaces
 - Water fountains
 - Tactile hand dryers
- Post signage to remind guests of hygiene practices

Best practices – “should consider”

- Provide individual hand sanitizer
 - Individual hand sanitizer given out to guests upon entrance to event
- Consider PSA announcements
 - From stages between bands/performers or shows

5 Hygiene

PPE – Outdoor Venues – Employees



Requirements – “must”

- Provide cloth facial coverings to all workers
 - To be worn when indoors or when six feet social distance cannot be maintained outdoors

Best practices – “should consider”

- Employee uniforms
 - Provide multiple uniforms for multi-day events so they are not reused any days without proper cleaning

PPE – Outdoor Venues – Contracted Companies & Vendors



Requirements – “must”

- Require event vendors and partners wear cloth facial coverings or face shields
 - To be worn when indoors or when six feet social distance cannot be maintained outdoors

Best practices – “should consider”

- Provide cloth facial coverings for event partners
 - Consider providing/having additional cloth facial coverings for the employees of event partners

6 PPE

PPE – Outdoor Venues – Guests



Requirements – “must”

Best practices – “should consider”

- **Encourage guests to bring masks**
 - To be worn when six feet social distancing cannot be maintained outdoors

6 PPE

Positive Case Protocols – Outdoor Venues – Employees



Requirements – “must”

- **Create policy to keep symptomatic employees at home**
 - Not allowed onsite at any time
- **Create policy for employees who become symptomatic while at work**
- Follow CDC guidelines for returning to work if COVID-19 positive

Best practices – “should consider”

- Ensure employees report health before coming in via phone/email
- Monitoring system to check-in on symptomatic employees

7 Positive Case Protocols

Positive Case Protocols – Outdoor Venues – Contracted Companies & Vendors



Requirements – “must”

- Create policy to keep symptomatic event vendors/partners at home
 - Not allowed onsite at any time

Best practices – “should consider”

7 Positive Case Protocols

Positive Case Protocols – Outdoor Venues – Guests



Requirements – “must”

- Create communication strategy to notify guests to stay home if symptomatic

Best practices – “should consider”

- Create isolated location for any symptomatic guests

7 Positive Case Protocols

Facility Closure – Outdoor Venues



MICHIGAN DEPARTMENT OF
LABOR & ECONOMIC
OPPORTUNITY

Requirements – “must”

- Notify local public health
 - Confirmed positive cases of employees, contracted company employees or guests
 - Assist local public health department as requested with contact tracing

Best practices – “should consider”

- Notify local public health of symptomatic events
 - Inform of symptomatic guests or employees who may not have not been tested

8 Facility closure