



Plymouth City Commission

Regular Meeting Agenda

Monday, January 6, 2020 7:00 p.m.-Plymouth City Hall

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

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

1. **CALL TO ORDER**
 - a. Pledge of Allegiance
 - b. Roll Call
2. **CITIZENS COMMENTS**
3. **APPROVAL OF THE AGENDA**
4. **ENACTMENT OF THE CONSENT AGENDA**
 - a. Approval of December 2, 2019 Committee of the Whole Meeting Minutes
 - b. Approval of December 2, 2019 City Commission Regular Meeting Minutes
 - c. Approval of December 16, 2019 City Commission Regular Meeting/Strategic Planning Minutes
 - d. MDOT 2020 Annual Permit
5. **COMMISSION COMMENTS**
6. **PUBLIC HEARING**
 - a. Application for Transfer of Ownership and Addition of Small Distiller License – 149 W. Liberty
 - b. Transfer of Stock-Piano Bar of Plymouth/336 Main/Park Place Gastro Pub
7. **OLD BUSINESS**
8. **NEW BUSINESS**
 - a. Intergovernmental Agreement with Wayne County Park Millage Funds
 - b. Authorization for Western Wayne County Special Operations Team participation fee
 - c. Saxton's Purchase Agreement
 - d. Establishment of Ruth Whipple Award for Civic Engagement
9. **REPORTS AND CORRESPONDENCE**
 - a. Liaison Reports
10. **ADJOURNMENT**

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

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

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

City of Plymouth Strategic Plan 2017-2022

GOAL I - QUALITY OF LIFE

OBJECTIVES

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

ONE YEAR TASKS 2019-2020

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

GOAL II - FINANCIAL STABILITY

OBJECTIVES

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

ONE YEAR TASKS 2019-2020

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

GOAL III - ECONOMIC VITALITY

OBJECTIVES

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

ONE YEAR TASKS 2019-2020

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

GOAL IV - SERVICE AND INFRASTRUCTURE

OBJECTIVES

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

ONE YEAR TASKS 2019-2020

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



CITY OF PLYMOUTH
COMMITTEE OF THE WHOLE MEETING MINUTES
MONDAY, DECEMBER 2, 2019 – 6:00 P.M.
PLYMOUTH CITY HALL COMMISSION CHAMBERS

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

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

CALL TO ORDER

Mayor Wolcott called the meeting to order at 5:37 p.m.

PRESENT: Mayor Oliver Wolcott, Mayor Pro Tem Nick Moroz, Commissioners Suzi Deal, Ed Krol (arrived 6:10 p.m.), Kelly O' Donnell and Tony Sebastian.

EXCUSED: Commissioner Marques Thomey

Also present City Manager Paul Sincock, City Attorney Robert Marzano and various City Department Heads.

DISCUSSION OF ROADS PROJECTS

City Manager Sincock gave a presentation to the Plymouth City Commission with information about transportation infrastructure and future projects that can be funded by the road bond that passed in November.

ADJOURNMENT

Hearing no further discussion, Mayor Wolcott adjourned the Committee of the Whole meeting at 6:56 p.m.



CITY OF PLYMOUTH
CITY COMMISSION REGULAR MEETING MINUTES
MONDAY, DECEMBER 2, 2019 - 7:00 P.M.
PLYMOUTH CITY HALL COMMISSION CHAMBERS

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

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

1. CALL TO ORDER

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

PRESENT: Mayor Oliver Wolcott, Mayor Pro Tem Nick Moroz, Commissioners Suzi Deal, Ed Krol, Kelly O' Donnell and Tony Sebastian.

ABSENT: Commissioner Marques Thomey

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

2. CITIZENS COMMENTS

Don Soenen of 650 Church St. spoke about PARC renovations and thanked the City.

Adam Covington of 674 Sunset asked if adding a crosswalk at the intersection of Penniman and Harvey could be a priority.

3. APPROVAL OF THE AGENDA

A motion was made by Commissioner Krol and seconded by Mayor Pro Tem Moroz for approval of the Agenda for Monday, December 2, 2019

MOTION PASSED 6-0

4. ENACTMENT OF THE CONSENT AGENDA

- a) Approval of November 18, 2019 City Commission Regular Meeting Minutes
- b) Special Event: Plymouth Ice Festival, January 10, 11,12, 2020
- c) Special Event: Wilcox Wednesday Music in the Park, Wednesdays 6/17/2020-8/19/2020

A motion was made by Commissioner Sebastian and seconded by Mayor Pro Tem Moroz to approve the Consent Agenda for Monday, December 2, 2019.

MOTION PASSED 6-0

5. COMMISSION COMMENTS

Mayor Pro Tem Moroz thanked Mr. Soenen for his work on PARC.

Commissioner O'Donnell expressed happiness over the PARC financial situation.

Mayor Wolcott thanked the election team for it's great work. He added that the Veterans Day ceremony on November 11 was attended by more than 100 people despite a snowstorm, and it was a moving experience. Wreaths Across America will take place on December 14 at Riverside Cemetery. Mayor Wolcott also agreed with all of the above.

6. OLD BUSINESS – Recognize Non-Profit Organization – United for Gold
RES. #2019-89

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

The request from United for Gold of Plymouth, County of Wayne, is recognized as a nonprofit organization operating in the community.

Commissioner Sebastian asked whether the recognition needed to be renewed every two years, since the organization has asked for it in the past. Attorney Marzano said his impression was that they would have to come back any time they wanted to have a gambling event. Sincock said that, in essence, the Commission is simply verifying that the organization's address is in the City.

MOTION PASSED 6-0

7. NEW BUSINESS

- a. Solid Waste Contract

RES. #2019-90

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

WHEREAS The City of Plymouth provides for the collection of solid waste and recycling materials at the residential curb, and
WHEREAS The City Administration did discuss a potential contract extension for a five-year contract for Solid Waste and Recycling Services in addition to dumpster services at certain City facilities, and
WHEREAS Eastern Michigan University did survey the residents of the City related to Solid Waste and Recycling Services, and
WHEREAS the City did receive a proposal from Republic Services to deliver these services to the City.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a five-year contract with Republic Services for Solid Waste and Recycling Services and Dumpster Services in accordance with their proposal.

Commissioner Sebastian commented that that he feels the increase is appropriate given the reduced demand for corrugated cardboard. Mayor Wolcott noted that neighboring communities are discontinuing recycling because of the cost. Commissioner O'Donnell asked for clarification on the proposed new rates. City Director of Municipal Services Chris Porman said the administration is working on an educational campaign regarding recycling.

Citizen Ellen Elliott commented that she needed more information about appropriate recycling.

Mayor Pro Tem Moroz thanked Sincock and Porman for their hard work in negotiating this contract.

MOTION PASSED 6 – 0

WASTE & RECYCLING FUND HISTORY - KEY FINANCIAL FACTORS

Fiscal Year	INCOME					Total Income	EXPENSES			RESERVES Year End F/B	REVEN				
	Operating Taxes	Rag / Tag Revenue	Cart Revenue	Other Income	Total Income		Personnel Costs	Contract Costs	Hardware Debt		Other Costs	Total Expenses	Taxes	Tags	Pct. Change
1994	459,004	149,139	N/A	(209,459)	404,717	44,261	298,255	75,508	157,266	575,285	103,902	1.82	1.00	N/A	
1995	407,098	144,899	N/A	308,940	552,227	61,648	286,174	75,508	536,476	960,396	674	1.80	1.00	N/A	
1996	325,385	145,185	N/A	8,942	479,462	66,417	194,893	75,508	109,892	482,607	37,743	1.25	1.00	N/A	
1997	331,677	147,612	N/A	18,504	498,093	74,414	237,570	75,508	94,783	432,675	85,167	1.25	1.00	N/A	
1998	346,674	142,442	N/A	18,800	507,914	83,082	247,002	75,508	97,223	486,425	67,695	1.25	1.00	N/A	
1999	411,993	143,574	N/A	18,497	569,894	81,980	337,359	75,508	110,769	606,182	31,338	1.40	1.00	N/A	
2000	496,087	143,451	N/A	19,953	659,501	110,705	392,050	75,508	92,039	630,262	89,857	1.60	1.00	N/A	
2001	501,473	189,006	N/A	22,457	676,946	81,465	393,296	75,508	98,237	649,566	91,977	1.60	1.00	N/A	
2002	581,303	189,109	N/A	18,410	776,822	135,088	419,339	75,508	113,861	749,306	129,062	1.55	1.00	N/A	
2003	865,413	180,021	N/A	11,745	797,179	189,201	450,887	75,508	115,894	719,280	97,941	1.50	1.00	N/A	
2004	726,023	202,097	N/A	14,468	942,608	204,035	416,629	75,508	225,503	947,892	82,695	1.80	1.00	N/A	
2005	715,056	161,882	N/A	21,288	898,216	215,126	427,387	75,508	163,667	861,759	124,512	1.80	1.00	N/A	
2006	845,988	12,188	206,002	37,493	971,516	245,482	450,887	75,508	115,894	749,306	190,087	1.80	1.00	N/A	
2007	826,475	10,283	220,114	35,040	971,816	178,283	446,727	75,508	217,840	896,081	180,087	1.74	1.50	6.28	
2008	763,090	8,941	239,730	22,117	1,043,202	178,283	446,727	75,508	235,897	1,047,140	227,287	1.97	2.25	6.80	
2009	756,833	7,137	249,494	10,185	1,023,633	226,639	416,576	75,508	232,087	1,123,492	220,807	1.90	2.25	6.88	
2010	724,418	9,196	393,398	10,385	1,106,207	226,639	416,576	75,508	232,087	1,123,492	220,807	1.72	2.25	7.15	
2011	717,177	7,888	348,473	10,385	1,083,923	226,639	416,576	75,508	232,087	1,123,492	220,807	1.72	2.25	7.15	
2012	703,136	7,216	346,314	12,049	1,070,084	270,456	497,705	75,508	317,894	1,083,923	530,520	1.72	3.00	9.42	
2013	815,376	6,570	370,305	12,182	1,190,510	289,850	481,404	75,508	308,076	1,083,923	541,946	1.72	3.00	9.42	
2014	833,873	4,399	384,567	10,892	1,229,591	289,850	481,404	75,508	308,076	1,083,923	541,946	1.92	3.00	9.50	
2015	803,372	4,383	380,459	12,516	1,193,976	289,850	481,404	75,508	308,076	1,083,923	541,946	1.82	3.00	9.50	
2016	873,131	5,281	389,500	14,502	1,282,684	289,850	481,404	75,508	308,076	1,083,923	541,946	1.82	3.00	9.50	
2017	964,406	2,300	180,000	18,250	1,164,956	184,490	297,200	75,508	503,720	948,070	119,134	1.82	3.00	9.50	
2018	919,090	5,000	260,000	11,550	1,295,630	350,370	515,900	75,508	437,410	1,303,280	354,393	1.82	2.00	10.25	
2020															3%

* 2018 / 19 Unaudited Numbers
** Projected through December 31, 2019

Z02INTRO-18-WARRHISTORY

TABLE OF CONTENTS

Introduction 67

b. Solid Waste Rate Change

RES # 2019-91

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

WHEREAS The City of Plymouth operates a solid waste and recycling program to help
Protect the public health, safety and welfare, and
WHEREAS The City Commission of the City of Plymouth reviews rates for the solid
Waste and Recycling Program as a part of the budget review process, and
WHEREAS The City Commission did conduct a review of the program during the recent
Budget Study Sessions, and
WHEREAS From Time to Time it is necessary to increase the rates for trash cart service
To accommodate increases in the costs of this service, and
WHEREAS It has been several years since the trash cart rate has been increased.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby adopt the rate of \$10.25 per month for trash cart service and \$3.00 per trash bag for solid waste disposal and that this rate shall be effective on January 1, 2020.

Commissioner O'Donnell asked for clarification of the budget numbers. City of Plymouth Finance Director John Scanlon answered her questions.

MOTION PASSED 6 – 0

c. Purchase of Fire Truck

RES # 2019-92

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

WHEREAS The City of Plymouth and the City of Northville offer fire services to their residents
through an Inter-Local Agreement between the two communities, and
WHEREAS as a part of the agreement the two cities are responsible for the purchase and
replacement of Fire Apparatus (trucks) for their own City, and
WHEREAS The City of Plymouth has a 2010 Fire Truck, and
WHEREAS The City of Plymouth received a proposal from Rosenbauer pumper to meet
the needs of the Department to include a 1,500 GPM pump, on board foam
capacity, and a 1,000-gallon booster tank, and
WHEREAS the NPFAB will review the proposal for a lease of the truck.

NOW THEREFORE BE IT RESOLVED THAT the Plymouth City Commission authorize the lease of the 2020 Rosenbauer Fire Truck from Emergency Vehicles Plus of Milan, Michigan. The lease agreement is authorized through Community Leasing Partners with a down payment in the amount of \$200,000 and five annual payments of \$41,023.41.

There was discussion about the features of the truck, of leasing vs. purchasing a vehicle, and the impact of the age of fire vehicles on a community's ISO rating.

MOTION PASSED 5-1

d. Emergency Repairs to Sewer System

RES # 2019-93

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

WHEREAS The City of Plymouth Operates a street and storm sewer system in order to help protect the Public Health Safety and Welfare, and

WHEREAS There is a need to make repairs to the storm sewer system at two different locations, including Main Street near Amelia and at Main Street at Linden, and

WHEREAS The City Administration has obtained three price quotes to make the repairs and the lowest is from CI Contracting in the amount of \$49,975.00.

NOW THEREFORE BE IT RESOLVED THAT these are considered urgent repairs that need immediate action to prevent significant damage to the storm sewer system in these areas and potential damage to the streets. The City Commission does hereby authorize repairs to the Storm Sewer System at Main Street near Amelia and at Main Street at Linden to be completed by CI Contracting in the amount of \$49,975.00. to be charged to the Major Street Funds.

MOTION PASSED 6-0

8. REPORTS AND CORRESPONDENCE

a) Liaison Reports

Mayor Wolcott reminded the group that there will be a DDA board meeting on December 9 at 7:00 p.m.

Commissioner Krol reported that there will be three requests before the ZBA Thursday, December 5 at 7:00 p.m.

The next Commission meeting will be at Plymouth Cultural Center on December 16, 2019 at 5:00 p.m. The first order of business will be an audit report, followed by a strategic planning session.

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 Krol for adjournment of the meeting at 8:05 p.m.

MOTION PASSED 6 – 0

OLIVER WOLCOTT
MAYOR

MAUREEN A. BRODIE
CITY CLERK



CITY OF PLYMOUTH
CITY COMMISSION MEETING MINUTES
MONDAY, DECEMBER 16, 2019 - 4:30 P.M.
PLYMOUTH CULTURAL CENTER-525 FARMER, PLYMOUTH, MI

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

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

CALL TO ORDER

Mayor Wolcott called the meeting to order at 4:30 p.m.

PRESENT: Mayor Oliver Wolcott, Mayor Pro Tem Nick Moroz, Commissioners Suzi Deal, Ed Krol, Kelly O'Donnell, Tony Sebastian and Marques Thomey (arrived at 5:00 pm).

ABSENT: None.

Also present were City Manager Paul Sincock, City Attorney Robert Marzano, Police Chief Al Cox, various City Department Heads and Dr. Lew Bender.

AUDIT PRESENTATION - Rana Emmons, C.P.A. of PSLZ LLP provided an overview of the 2018-19 FY Audit Report. Ms. Emmons stated that it was a clean audit with an unmodified opinion and showed that City's financial position remains stable. Ms. Emmons also noted that state revenue-sharing funds basically remain flat and do not keep up with the State of Michigan's set rate of inflation. Also, all of the City's funds show no deficit balances. In addition, the City's total long-term debt decreased by \$1,878,506 as represented in the City's annual debt service payments.

The City Commission also received a copy of the City's Pension and OPEB Status Report (Form 5572) as required by Public Act 202 of 2017. Both of the City's retirement plans are compliant with the State's funding requirements. This report and the City's completed audit report are available on the City of Plymouth website at www.plymouthmi.gov.

STRATEGIC PLANNING SESSION – DR. LEW BENDER, FACILITATOR

Dr. Lew Bender provided teambuilding information to the City Commission followed by the Strategic Planning Session with the City Commission and staff. Sincock began the session by listing the following accomplishments since the strategic plan was developed in 2017.

Quality of Life – *Neighborhoods Supported, Parks/Recreation Collaboration, Communication, Cleanliness, Events – Continue to host*

2017 – Applied for www.PlymouthMi.gov domain

2017 – Adopted Tree Ordinance that would have to be re-done in future years

2017 – City and Township begin to work cooperatively on a Community Recreation Plan for 1st time

2017 – Wilcox Foundation agrees to participate in Kellogg Park Fountain Project

2017 – Number of events grows again; City must try and keep Monday/Tuesday clear in Park

2017 – Staff works with residents to try and resolve several neighbor disputes

2017 – DTE Energy has major fire at Sub-Station 8-16-17. Causing power outage & significant damage

2018 – New City-Wide Master Plan adopted in September

2018 – Completed Community Wide Recreation Master Plan. City & TWP jointly file with State

2018 – Obtain a DTE Grant for tree planting & DMS completed

2018 – Work begins on update to City Web Site

2018 – Community Development working with Developers on construction site clean up

2018 – Kellogg Park Fountain Discussions are on-going, existing fountain rotates pumps

2018 – Attempt by PARC to use Recreational Authorities Act to create own taxing authority fails
2018 – PARC Announces that there is no Plan B & will need to sell green space to repair building
2018 – Prep to hire a Police Officer in 2019
2018 – Work on New Tree Ordinance begins
2018 – Code Enforcement, Blight, Neighborhood Disputes, Snow & Grass violations are on-going
2018 – Work with DTE Energy on resolving Power Outages in City. DTE Invests 6 million dollars+ in city
2018 – Reviewed Art in the Park request for four-day event – declined and only allowed 3-day event

2019 – Restored operations for Recreation Programs once County repaired Hines Drive Bridges
2019 – Election in Nov. 12 Million Dollar Road Bond Issue to includes roads & some pedestrian amenities
2019 – City Engineers begin preliminary work on 2020 Roads Projects as a result of bond issue passing
2019 – EMU Citizen Survey shows residents are 95% Very Satisfied/Satisfied with City as a place to live
2019 – DDA Working on Downtown & Kellogg Park Master Plans to be presented in 2020
2019 – Masons come on board to “sponsor” improvements to Starkweather Park
2019 – Began review of Special Event Policy to update and present in 2020
2019 – Had five major blight violations that staff had to resolve and go to court on
2019 – Adopted new Tree Ordinance, that had staff input and was able to put into operation
2019 – PARC Announces they have obtained money to repair building & will NOT be selling green space
2019 – Continue to host many events – expanding offerings to include Yoga in Park, Halloween, etc.
2019 – Discussion on possible new fountain in Kellogg Park continues with Wilcox Foundation
2019 – Local Government 101 Booklet published & given to new residents

Financial Stability – *Balanced Budget, Revenue Issues, Partnerships, Legacy Cost, Contract for services*

2017 – Shared Chris Porman w/Northville as a trial to see if we could combine DMS for both cities
2017 – Department Heads discuss capital needs to keep operations going
2017 – Leased Vactor Truck
2017 – Leased Fire Truck
2017 – Sold Old Fire Truck to City of Northville
2017 – Serious talks begin with Plymouth Township on Legacy Costs for former Joint Fire Department
2017 – City Fire operating HVA Ambulance at no cost to City
2017 – Huron Valley Ambulance mechanics lease City garage & service city vehicles & HVA vehicles
2017 – Paser rating on City Streets is conducted

2018 – Good Project w/Northville for shared DMS Director, but not able to complete merger
2018 – Came to conclusion on Fire Legacy costs w/Township lots of work by staff in both City & TWP
2018 – Sent \$200,000 in “extra payments” to MERS to help pay down city legacy costs with MERS
2018 – Leased new Zamboni

2019 – City Commission directive- No new projects unless there is an identifiable revenue source
2019 – Will be sending additional payment to MERS for legacy costs prior to calendar year end
2019 – Finance moving money around to different banks to begin to see return on financial investments
2019 – City Commission directs staff to present Paid Parking Program. Staff working as UCAA Group
2019 – 12-Million-dollar Road Bond Issue passed by voters

Economic Vitality – *Vibrant Downtown – Active Brand, Community Development, Business Friendly, Master Plan*

2017 – Pursing Redevelopment Ready Status with State MEDC – Long Process – Completed Self – Eval
2017 – Working with Developers on Saxton’s Property – RFP Process completed & working w/winner
2017 – Planning Commission working on Master Plan
2017 – Looking at plans for possible paid parking and review of restaurant parking requirement
2017 – Colleen participated in video on economic development for Chamber of Commerce w/Township
2017 – Continue work w/Fuyao on redevelopment of 909 N. Sheldon. State to fund future traffic signal
2017 – Developer at Starkweather School Project very slow

2017 – Developer for 444 Plymouth withdrew as project was too big for site
 2017 – ZBA Variance granted to E&E Manufacturing for new press
 2017 – Preliminary work with Pulte on old Bathey Site. Phase 2 Environmentals completed
 2017 – Developer working on plan for 240 N. Main
 2017 – Demolition of 110 W. Ann Arbor Rd. completed. 1st Engineer review of new plan complete

 2018 – ZBA, Planning Commissions held joint training with Northville for annual updates
 2018 – HDC Board received additional training
 2018 – Mayor’s & Chairs Meetings held quarterly to keep the chairs of various Board informed
 2018 – Lumber Mart Site going through approval processes
 2018 – Working with Developers for County Building at Hines & Wilcox – Citizen Opposition
 2018 – Biggala/Arbor Brewing opening in 1st quarter and Arbor in summer
 2018 – Starkweather School Developer continues to struggle. Planning rejects Amendments to PUD
 2018 – 110 W. Ann Arbor Rd. has walls going up, water/sewer taps complete. Resolved County Road Issue
 2018 – Continued working toward Redevelopment Ready Status with MEDC. Resolution of intent adopted
 2018 – Floor Area Ratio (FAR) Ordinance Adopted to address excessive size homes on small lots

 2019 – Now 50% completed on Redevelopment Ready Status with MEDC
 2019 – Completed EMU Citizen Survey
 2019 – Kiwanis finishes work on Playground Improvements – Masons adopt Starkweather Park
 2019 – ZBA, Planning Commissions again held joint training with Northville for annual updates
 2019 – Mayor and Chairs meetings continue – Lots of things going on with development
 2019 – FAR Ordinance report presented to the City Commission on impacts of Ordinance
 2019 – One Million Dollar grant obtained for Pulte Site to assist in Environmental Clean Up
 2019 – Lumber Mart Site PUD Plan approved – Anticipate it being sold to another developer
 2019 – County Building at Hines & Wilcox sale approved by county in Planning Process with City
 2019 – New Developer purchased 240 N. Main & is putting in a Planet Fitness & other commercial
 2019 – 110 W. Ann Arbor Rd. project is completed, and businesses are opening at that location
 2019 – Starkweather School Developer continues to struggle, behind on taxes & payments due to City
 2019 – City Attorney Marzano gives his “soup talk” to all Boards & Commissions
 2019 – Work begins on 2020 Census
 2019 – Pulte begins development on 10 acres of old Bathey Site

Service Infrastructure – *Staffing, Public Safety Flexibility, Police & Fire, Website Design, Data Management Continuous Infrastructure Improvement*

2017 – New Web Vendor selected
 2017 – Began reviewing possibility of ICMA Public Safety Study
 2017 – Fire Department began working with Dispatch Centers to prep for new pagers
 2017 – On going discussions on sewer flow swap
 2017 – New Peddler ID’s developed to comply with Ordinance
 2017 – Completed sidewalk program
 2017 – Worked on Street Paving Program in Area D
 2017 – Converted City Phones to new carrier (converted back in 2018)

 2018 – Fuyao working towards C of O, Traffic Light next year
 2018 – Parking Deck repairs completed
 2018 – ICMA – Public Safety Study Completed and presented in January
 2018 – DMS to finalize Asset Management Plan
 2018 – DDA votes not to complete Master Plan of Downtown for Improvements
 2018 – Completed street infrastructure program
 2018 – Completed sidewalk program
 2018 – Completed partially grant funded Starkweather & Liberty ADA/Road Improvements
 2018 – On going discussions on sewer flow swap
 2018 – Saxton’s RFP Process concludes with no plan

- 2019 – Saxton’s Project gains life again with single Developer & City enters into Letter of Intent
- 2019 – Six employees complete one-week Succession Planning/Customer Service/Leadership training
- 2019 – Road Bond Issue passed – staff begins work on prep for Bond Sale
- 2019 – Hired replacement police officer – Welcome back Collin
- 2019 – Hired replacement DMS Employee – Welcome Aaron
- 2019 – Promoted two to Police Sgt. For succession planning
- 2019 – Planning Commission continued work on Sign Ordinance
- 2019 – Sidewalk Program completed
- 2019 – Received payment from County for Starkweather & Liberty Improvements in 2018
- 2019 – Installed new Pressure Reducing Valves at GLWA Inlets into the City for stability in water system
- 2019 – City Adopted new Solid Waste Contract
- 2019 – City adopts sewer flow swap agreement with County - twice

ADJOURNMENT

The meeting adjourned at approximately 8:45 p.m.



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 - MDOT 2020 Annual Permit 1-6-2020.docx
Date: 12/27/2019
RE: MDOT 2020 Annual Permit

Background

Each year the City is required to file a new permit for operations within the right of way of the State Trunkline road, namely Ann Arbor Road. The City has water mains and sanitary sewers located in the right of way of Ann Arbor Road and our routine and emergency maintenance of those facilities requires that we obtain a permit to complete the work. This is an annual permit process.

The State of Michigan requires that we have a City Commission Resolution designating the persons authorized to make application to the State for a permit. For the past several years, this has been the Municipal Services Supervisors and Director of Public Safety.

Recommendation

The City Administration recommends that the City Commission authorize the Municipal Services Supervisors and Director of Public Safety to sign the Application and Permit for operations within state trunkline right of way. This will allow the Administration to process the documentation with the State of Michigan.

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



Department of Municipal Services

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

Date: December 27, 2019
To: Paul Sincock, City Manager
From: Chris S. Porman, Director of Municipal Services
Re: 2020 Annual State Highway Permit

Background:

Each year, the City of Plymouth must file a new permit for operations within the State Trunkline Right of Way (Ann Arbor Road), per Michigan Department of Transportation (MDOT). The City has water mains and sanitary sewers located within the right of way along Ann Arbor Road and any routine or emergency repairs require we have a permit on file.

MDOT requires, as part of the process, that we pass a resolution designating the individuals authorized to make application to the State for a permit. For the past several years, this has been DMS Supervisors and the Director of Public Safety.

The City Commission will need to authorize the DMS Supervisors and Director of Public Safety to sign the application and permit for operations within the State trunkline right of way. This will allow us to process the permit documentation with the State of Michigan.

I have enclosed a State of Michigan proposed Resolution for consideration. This is the same resolution that the Commission has passed in previous years for this permit. Should you have any questions, please feel free to contact me.

PERFORMANCE RESOLUTION FOR GOVERNMENTAL AGENCIES

This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipal utility an "Individual Permit for Use of State Highway Right of Way", or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the City of Plymouth
(city, village, township, etc.)

hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the GOVERNMENTAL AGENCY is performed by a contractor, the GOVERNMENTAL AGENCY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the GOVERNMENTAL AGENCY. Failure of the GOVERNMENTAL AGENCY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the GOVERNMENTAL AGENCY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL AGENCY.
4. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

- 5. The GOVERNMENTAL AGENCY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.
- 6. With respect to any activities authorized by a PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
- 7. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
- 8. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

Title and/or Name:

Chris Porman, Director of Municipal Services

Chris Helinski, Assistant Director of Operations

Adam Gerlach, Assistant Director of Public Utilities

Al Cox, Director of Public Safety

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the City Commission

(Name of Board, etc)

of the City of Plymouth

(Name of GOVERNMENTAL AGENCY)

of Wayne

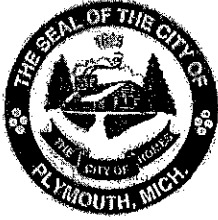
(County)

at a City Commission meeting held on the 6th day

of January A.D. 2020.

Signed _____

Title City Clerk



Administrative Recommendation

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

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

To: Mayor and City Commission
From: Paul J. Sincock, City Manager
CC: *S:\Manager\Sincock Files\Memorandum -Transfer of Ownership and Small Distiller License Liberty Street Brewing 01-06-20.docx*
Date: 12-20-19
RE: Transfer of Ownership and Addition Small Distiller License 149 W. Liberty

Background

The City has received an application for transfer of ownership and for a new small Distiller license with an on-premise tasting room. In addition to the new Small Distiller License, the ownership group will be transferring the Small Wine Maker and the Micro Brewer licenses over to the new ownership group. We have posted a Public Hearing before the City Commission and the Commission will need to open the Hearing prior to taking any action.

The State of Michigan actually requires Local Government Approval for an On-Premises Tasting Room for the Small Distiller License. The State does not require local action for the transfer of the other two licenses but would consider any comments from the municipality. The City's Local Liquor Management Ordinance does require an action on all three of these issues by both the Local Liquor Review Committee (LLRC) and the City Commission.

There have been no issues with what is commonly known as Liberty Street Brewing. The addition of the small Distiller license is not expected to have a significant impact on the overall operations of the establishment. With these changes the establishment will now be able to serve a wide range of drinks by the glass. The Distiller license has more requirements on serving than a typical Class C license.

The City Administration has reviewed the requests and sees no reason to deny the transfers and new Distiller license. There is room under the local liquor license cap to allow the addition of the Distiller license. Director of Public Safety Al Cox will be at the meeting to answer any questions of the City Commission. This issue has been reviewed by the LLRC prior to the City Commission meeting.

Recommendation

The City Administration recommends that the City Commission recommend to the Michigan Liquor Control Commission the approval of the transfer of ownership for the Micro Brewer and Small Wine Maker licenses as well as approval of the Small Distiller with on-premise tasting for Amalgamated Concoctions, LLC.

We have provided a proposed Resolution for the City Commission to consider after the Public Hearing regarding this matter.

NOTICE OF PUBLIC HEARING

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

PLEASE TAKE NOTICE THAT a public hearing shall be held before the City Commission of the City of Plymouth on **Monday, January 6, 2020 at 7:00 p.m. at the regular meeting of the Plymouth City Commission at the Plymouth City Hall, 201 S. Main, Plymouth, Michigan.** The Public Hearing will consider the following:

- 1) Transfer of Stock Interest by adding new stockholder Piano Bar of Plymouth, Inc.**
- 2) Transfer of Ownership and addition of On-Premises Tasting Room Permit – to Amalgamated Concoctions, LLC – 149 W. Liberty**

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

THERE WILL BE A MEETING OF THE LOCAL LIQUOR LICENSE REVIEW COMMITTEE (LLRC) PRIOR TO THE PUBLIC HEARING TO MAKE A RECOMMENDATION TO THE CITY COMMISSION. The LLRC meeting will take place at the PLYMOUTH CITY HALL, 201 S. Main, Plymouth, MI 48170 at 6:30 p.m. on Monday, January 6, 2020.

Maureen Brodie
City Clerk

Posted: City Hall
Cultural Center
Public Library

Carlin Edwards Brown PLLC

Attorneys & Counselors at Law

John B. Carlin, Jr.-(1939-2018)
Scott D. Edwards (Of Counsel)
Michael J. Brown
Steven J. Grobbel

6017 West St. Joe Hwy., Suite 202
Lansing, Michigan 48917
P. (517) 321-4617
F. (517) 321-4642
www.cebhlaw.com

Metro Detroit/Sylvan Lake
2055 Orchard Lake Road
Sylvan Lake, Michigan 48320
P. (248) 816-5000
F. (248) 816-5115
Northern Michigan
145 North Otsego Avenue
Gaylord, Michigan 49735
P. (989) 251-1041
F. (989) 688-5901

September 24, 2019

Plymouth City Council
Attn: Al Cox, Chief of Police
201 S. Main
Plymouth, MI 48170

Re: Application to Transfer ownership from Norton X Brewing, Ltd. to Amalgamated Concoctions, LLC for Micro Brewer, Small Wine Maker licenses with On-Premises Tasting Room and Outdoor Service Area.
Application for new Small Distiller license with On-Premises Tasting Room
Applicant: Amalgamated Concoctions, LLC
Address: 149 W. Liberty St. Plymouth, MI 48170 Wayne County

Dear Chief Cox:

On behalf of our client, Amalgamated Concoctions, LLC, we are applying to the City of Plymouth for approval to Transfer Ownership of licenses from Norton X Brewing, Ltd. to Amalgamated Concoctions, LLC; and also for approval for a new Small Distiller license with On-Premise Tasting Room to be located at: 149 W. Liberty St. Plymouth, Michigan 48170.

The Michigan Liquor Control Commission ("MLCC") requires local governing body approval for the issuance of a new license.

In connection with this application, we are enclosing the following:

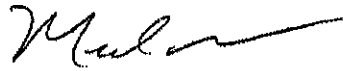
- 1) Michigan Liquor Control Commission - Local Government Approval For On-Premises Tasting Room Permit (LCC-106a)

Page 2
September 24, 2019

Thank you for your assistance in this matter. Please don't hesitate to contact our office if you need any additional information.

Very truly yours,

CARLIN EDWARDS BROWN PLLC



Michael J. Brown
Direct Dial: (517) 321-4616
E-Mail: MBrown@cebhlaw.com

MJB: tw
Enclosures
cc w/enc: Amalgamated Concoctions, LLC

**CITY OF PLYMOUTH
LIQUOR LICENSE REVIEW COMMITTEE
APPLICATION**

Name of Applicant: Amalgamated Concoctions, LLC

Address of Applicant: 149 W. Liberty St.
Plymouth, MI 48170
Wayne County

Phone Number of Applicant: (734) 925-1247

Fax Number of Applicant: _____

Email Address of Applicant: skipafrika@juno.com

Please List Name, Address and type of license as it appears on current Liquor License:

Norton X Brewing, Ltd. (Micro Brewer, Small Wine Maker, On-Premise Tasting Room)
149 W. Liberty St.
Plymouth, MI 48170

List All Persons Listed on Liquor License (Partners):

Please list type of license that you are requesting (new, permit, transfer of ownership, transfer into the City, etc.):

Transfer Ownership of Micro Brewer, Small Wine Maker with On-Premise Tasting Room from Norton X Brewing, Ltd. New Small Distiller with On-Premise Tasting Room.

Please list Name, Address and type of license as it is proposed (If change approved):

Same as above

Please list all persons listed on proposed Liquor License (Partners):

Dennis Elmer - sole member

Fee Schedule:

Liquor License Investigations	
Class C or Private Club License:	
New license or transfer of ownership	\$600.00 ✓
Amend stockholders	\$300.00
Relocation of existing license (per person named on request)	\$300.00
Dance or entertainment permit	\$200.00
SDD/SDM:	
New license or transfer of ownership	\$400.00 ✓
Relocation of existing license (per person named on request)	\$300.00
Add or drop space on license	\$100.00
Special license and one-day permits	\$100.00

Please submit plan of operation (if required, see Section #4 of Ordinance):

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

Received From:
 Date: 11/11/2019 Time: 2:42:45 PM
 Receipt: 355461
 Cashier: SAC

ITEM REFERENCE	AMOUNT
PDREV POLICE DEPARTMENT REVENUE	
AMALGAMATED CONCOCTIONS	\$800.00
TOTAL	\$800.00
CHECK 5073	\$800.00
Total Tendered:	\$800.00
Change:	\$0.00

Signature of Applicant: _____

Date: 9/24/2015

PLAN OF OPERATION

Business Name: Amalgamated Concoctions, LLC Doing Business AS: Full Measure Brewing Company, Street Address: 149 W. Liberty Street, Plymouth, MI 48170, Wayne County

Preamble: I have received copies of Plymouth City Ordinance 2003-04, An Ordinance to Establish a General Policy for the management of Liquor Licenses and Permits, understand its provisions and will be governed by them. The following Plan of Operation is developed in keeping with the spirit and intent of this Ordinance.

I. HOURS OF OPERATION: At present, our planned hours of operation will be (example - Monday - Thursday, Sunday from 11:00 a.m. - 11:00 p.m., Friday from 11:00 a.m. - 12:00 a.m., Saturday from 11:00 a.m. - 12:00 a.m.). Last call will be 30 minutes before closing and last service 20 minutes before closing.

II. FORMAT: The premises will be primarily operated as a limited-service restaurant, offering a full-service bar of house made craft beverages for clientele; limited-service kitchen facility; providing for 45 patrons). Pool table and other recreational games may be provided, live entertainment (comedy) will be offered and occasional banquet functions.

We agree to adhere to the provisions of the **Entertainment Agreement**, which has been signed. It is agreed that we will not change the format or type of business without written approval of the City Commission. This includes changing from a full-service restaurant to a bar where food service is reduced, etc. The ratio of food sales to alcohol sales is anticipated to be: 20% Food/80% Alcohol

III. CODE COMPLIANCE: The premises when remodeled/completed will fully comply with all applicable health, safety, building, sanitation, electrical, plumbing and fire codes as well as zoning requirements.

IV. PLAN OF OPERATION: It is acknowledged that under Ordinance 2003-04, the business shall be operated in accordance with an approved plan of operation. Changing the operation of the business in any manner inconsistent with the approved plan of operation is a violation of the ordinance and the rules of the Liquor Control Commission. Any change to the plan of operation must be approved by the City Commission prior to it being placed into effect on the business premises.

V. SECURITY: Security for the customer, building, and community is the first priority for the corporation, and as such, we will undertake whatever measures are necessary to maintain and supervise the expected level.

VI. PARKING: Parking shall be provided as follows: (Number of Spaces)
3 spaces on site, including 2 handicap spaces near handicap accessible ramp
29 public parking spaces immediately in front of building, including 2 handicap spaces

Employees will park at: on premise space and surrounding public street parking

VII. ALCOHOL MANAGEMENT: The establishment will strictly obey all rules and regulations promulgated by the City of Plymouth and the State of Michigan Liquor Control Commission. There will be neither service to nor consumption of alcoholic beverages by minors at any time. No alcohol will be sold, or permitted to be sold, on a commission basis by any person.

The following policies will be enforced at the establishment:

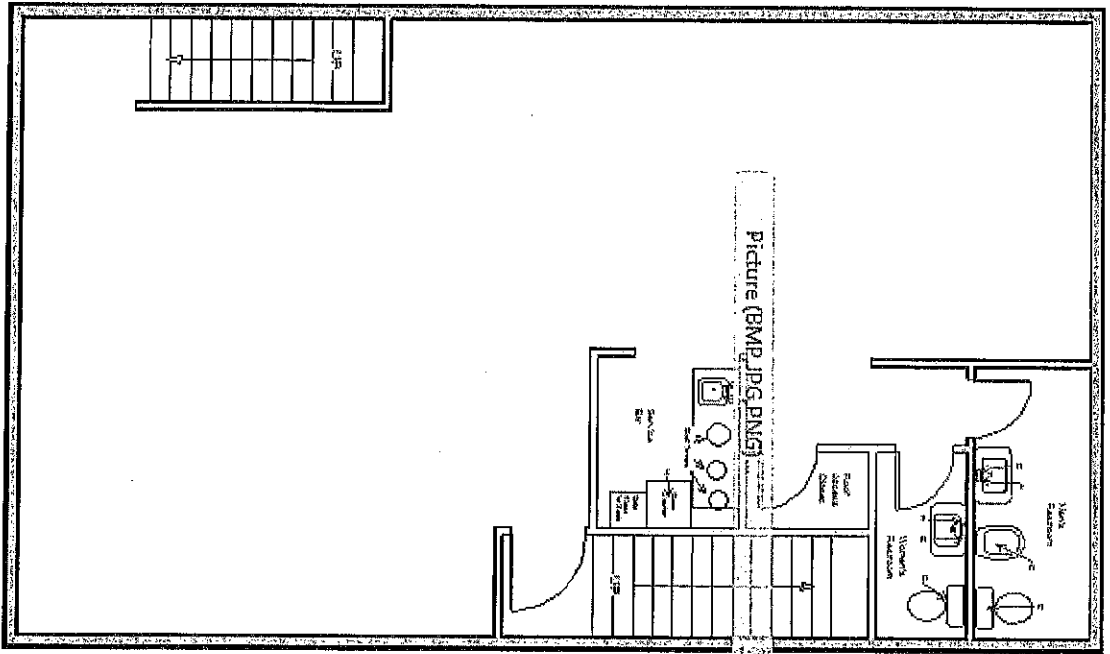
1. No alcoholic beverages will be allowed on the premises, other than what is dispensed by the establishment.
2. All Staff will pay attention and be alert to observable clues displayed by an intoxicated individual such as: impaired reflexes, impaired coordination, reduced judgment and inhibitions, impaired vision, etc.
3. All staff will be alert to potential problems at their respective areas at the facility.
4. Be polite and courteous to the intoxicated individual(s). Be knowledgeable as to when to request assistance from additional facility staff.
5. Patrons who appear to be 30 years of age or younger will be asked to show proper Michigan identification. Signage will be posted at serving locations. Patrons must produce proper identification.
 - 5.1 All patrons under 21 years of age, service will be refused.
 - 5.2 Check "State Seal" and other markings. Check for damage or alterations to identification card.
 - 5.3 Do not return falsified identification cards. Call management immediately.
6. If a patron shows signs of intoxication, then refuse service, politely explain policy, suggest non-alcohol purchase, and/or call for management if necessary.
7. If a patron is purchasing on behalf of someone else who appears **less than 30 years old or younger**, then request to see identification of recipient or contact supervisory personnel whom will seek patron(s) out. Refuse service to minors. Inform all parties involved that policy allows for ejection off of premises if illegal activity has occurred.
8. Alcohol dispensing may be restricted to one of the following practices or any combination thereof:
 - No sales to intoxicated persons
 - No sales without proper identification
 - Limited alcoholic choices if necessary
 - When in doubt, do not serve, call supervisor
9. Observe all patrons leaving the property. No alcoholic beverages are allowed to leave the facility or property.
10. Approach any patron appearing to be impaired and leaving the event. Determine if they are driving. If so, attempt to persuade them not to drive and request a non-impaired companion to drive. If unable, refer patron(s) to bus or taxi service.
11. Supervisory and management personnel will complete documentation of any alcoholic related incidents at end of event. Information will be disseminated accordingly.
12. We shall provide free and/or at reduced prices non-alcoholic beverages to all designated drivers.
13. The establishment fully participates in the Techniques in Alcohol Management Program and will continue such participation in that program or a similarly recognized program approved by the Plymouth Police Chief. TIPS/TAM certification for all employees shall be provided to the Chief of Police within 35 days of date of hire.

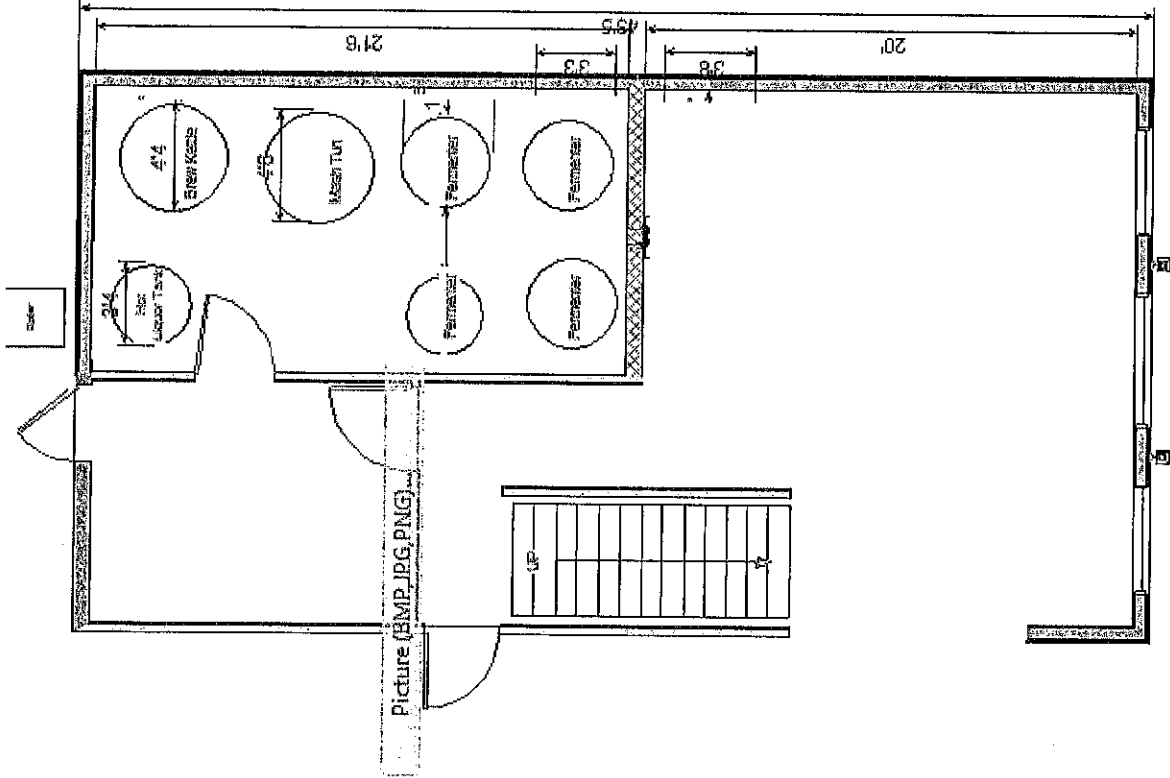
VIII. REFUSE DISPOSAL: The establishment will dispose of refuse in enclosed dumpster/s,

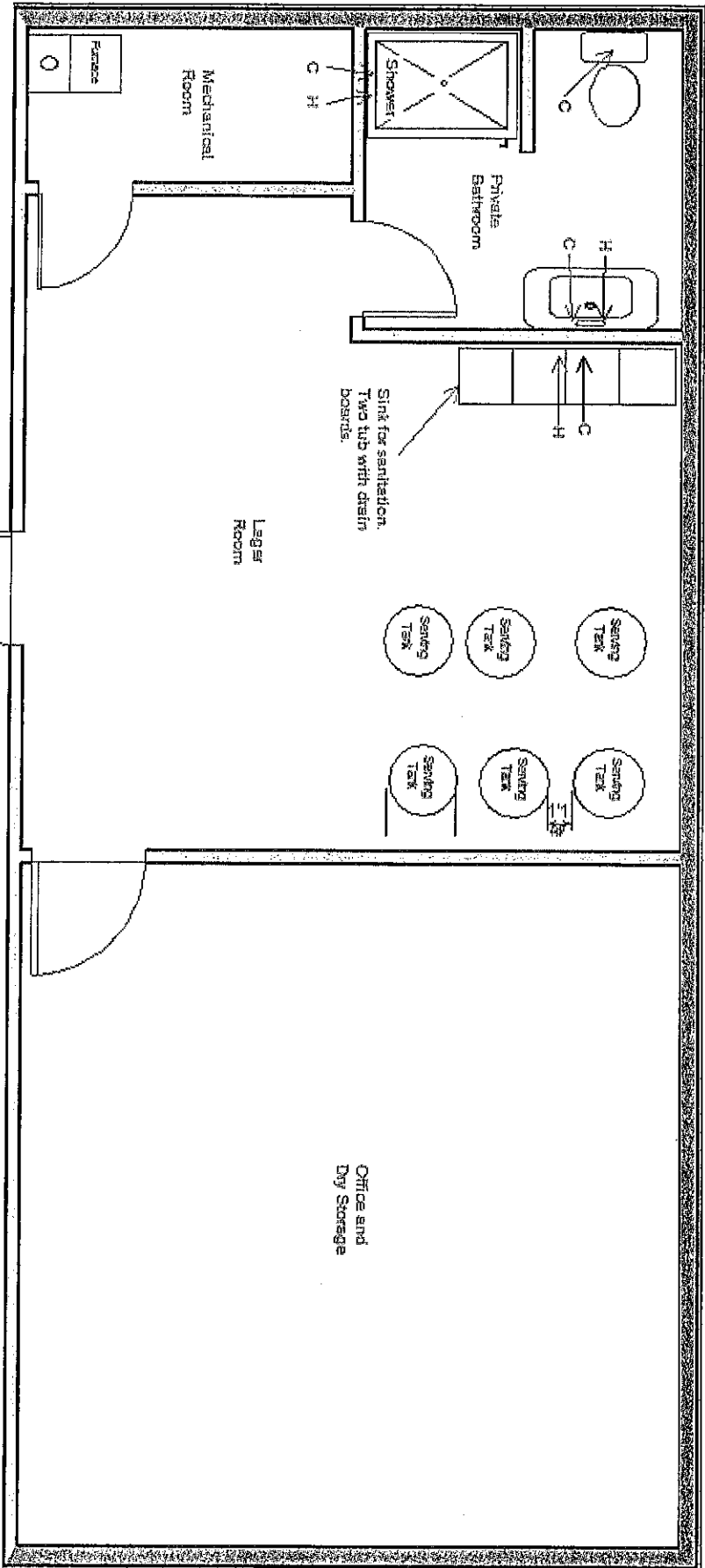
with locked lids. Pickup will be a minimum of 2 times per week. A water line with spigot will be provided to clean dumpster enclosure as necessary.

IX. GENERAL: Every effort will be made to maintain positive relationships with adjacent and nearby businesses as well as cooperation with all city departments. Every effort will be made to solve any problems which may arise.

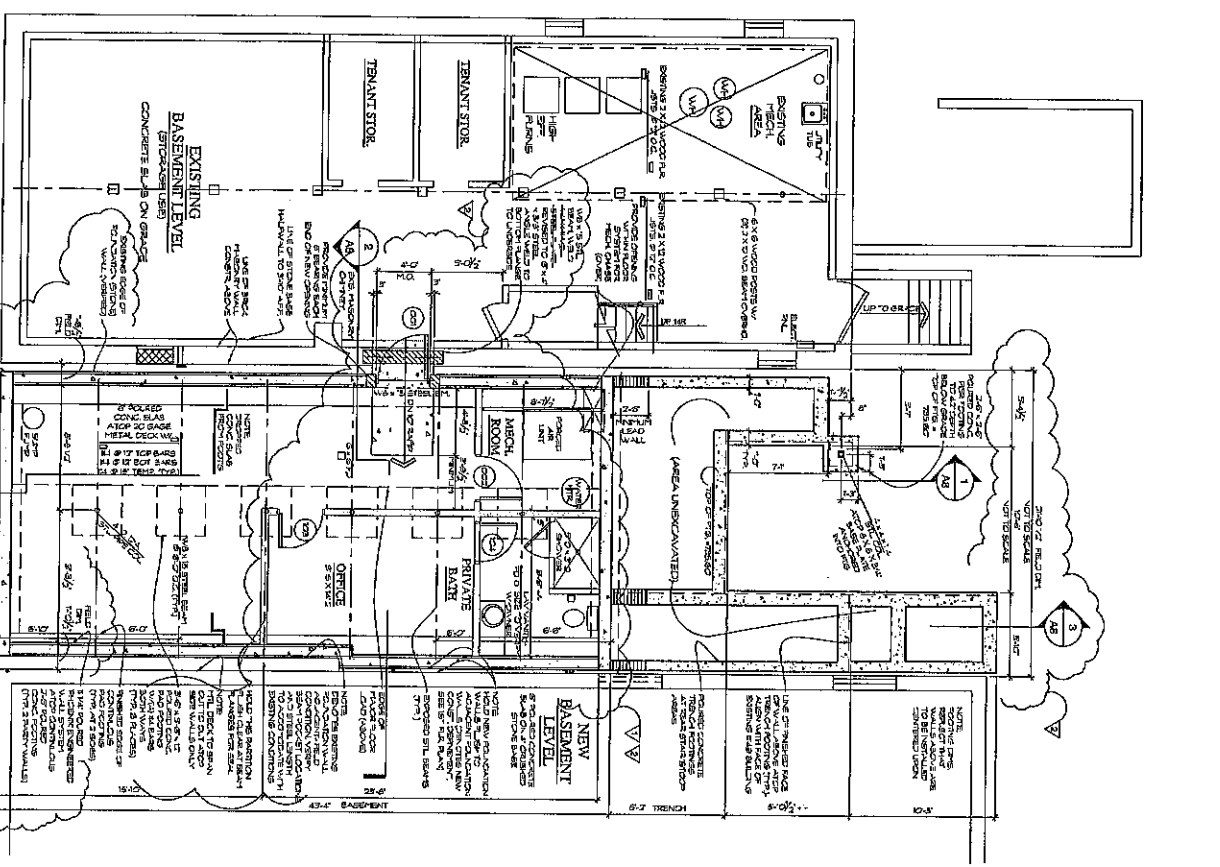
X. EMERGENCY CONTACTS: Dennis G. Elmer, 



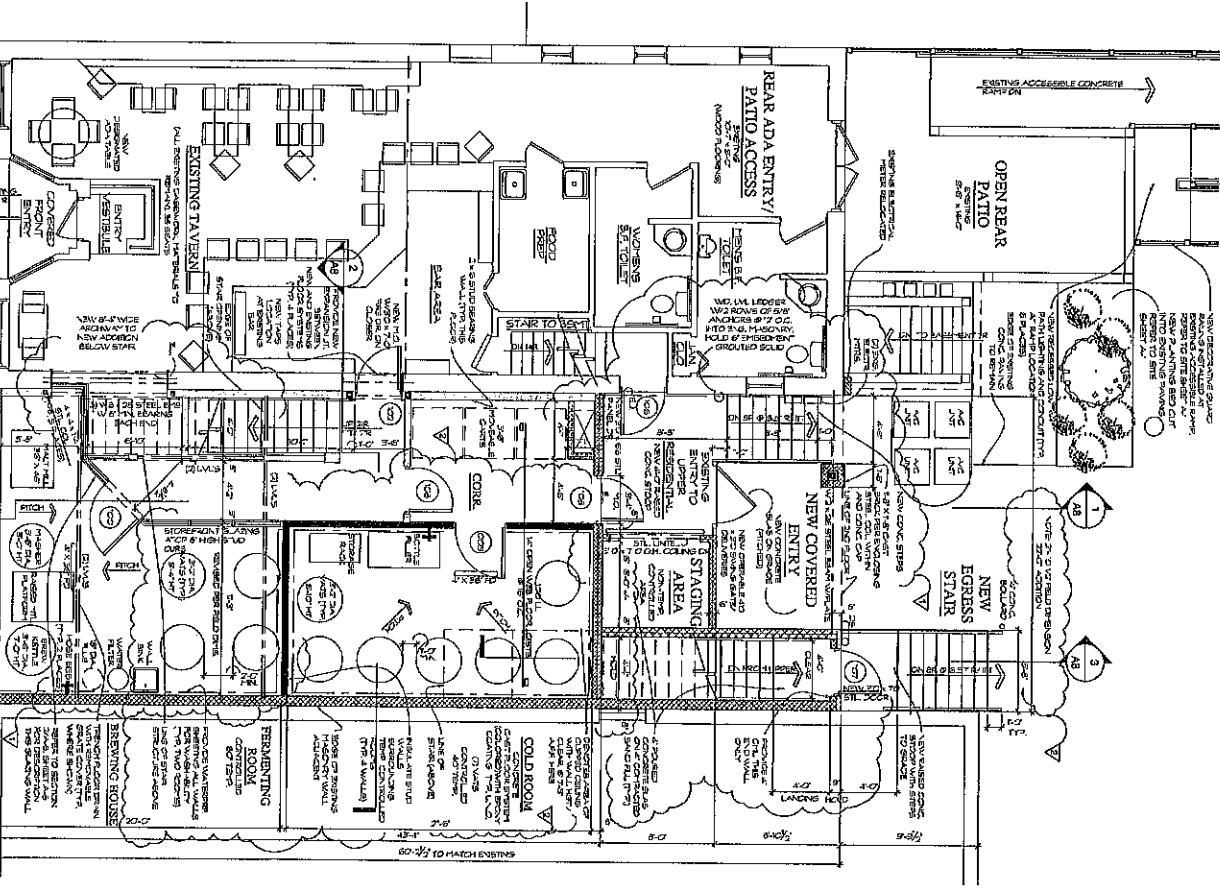




LIVING AREA
750 sq ft



2 BASEMENT PLAN W/ ADDITION
SCALE: 1/8" = 1'-0"



1 FIRST FLOOR PLAN W/ ADDITION
SCALE: 1/8" = 1'-0"

DATE	08 APRIL 2008
JOB NO.	1307
SHEET NO.	A-3

SCALE	SCALE: 1/8" = 1'-0"
DATE	08 APRIL 2008
JOB NO.	1307
SHEET NO.	A-3

REV.	DESCRIPTION	DATE
1	ISSUE FOR PERMIT	02/12/08
2	REVISIONS	02/12/08
3	REVISIONS	02/12/08

© SCF, INC. JUN 2007

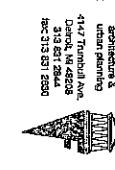
D.J. MALTESE
Registered Engineer
 REG. N. No. 33027
 41-17-170 BERTHOUD
 DORSET, MI 48826
 519.831.2444
 FAX: 519.831.2830
 www.djmaltese.com

STEVEN C. FLOM, INC.
 ARCHITECTS &
 INTERIORS
 41-17-170 BERTHOUD
 DORSET, MI 48826
 519.831.2444
 FAX: 519.831.2830

LIBERTY STREET MICRO BREWERY
 148 WEST LIBERTY ST.
 FANNINGTUN
 MICHIGAN

LIBERTY STREET MICRO BREWERY
 148 WEST LIBERTY ST.
 PLAINFIELD, INDIANAPOLIS

STEVEN C. PLUM INC.
 architects & urban planners
 4147 Tremont Ave.
 Detroit, MI 48208
 313.837.7344
 313.837.8100

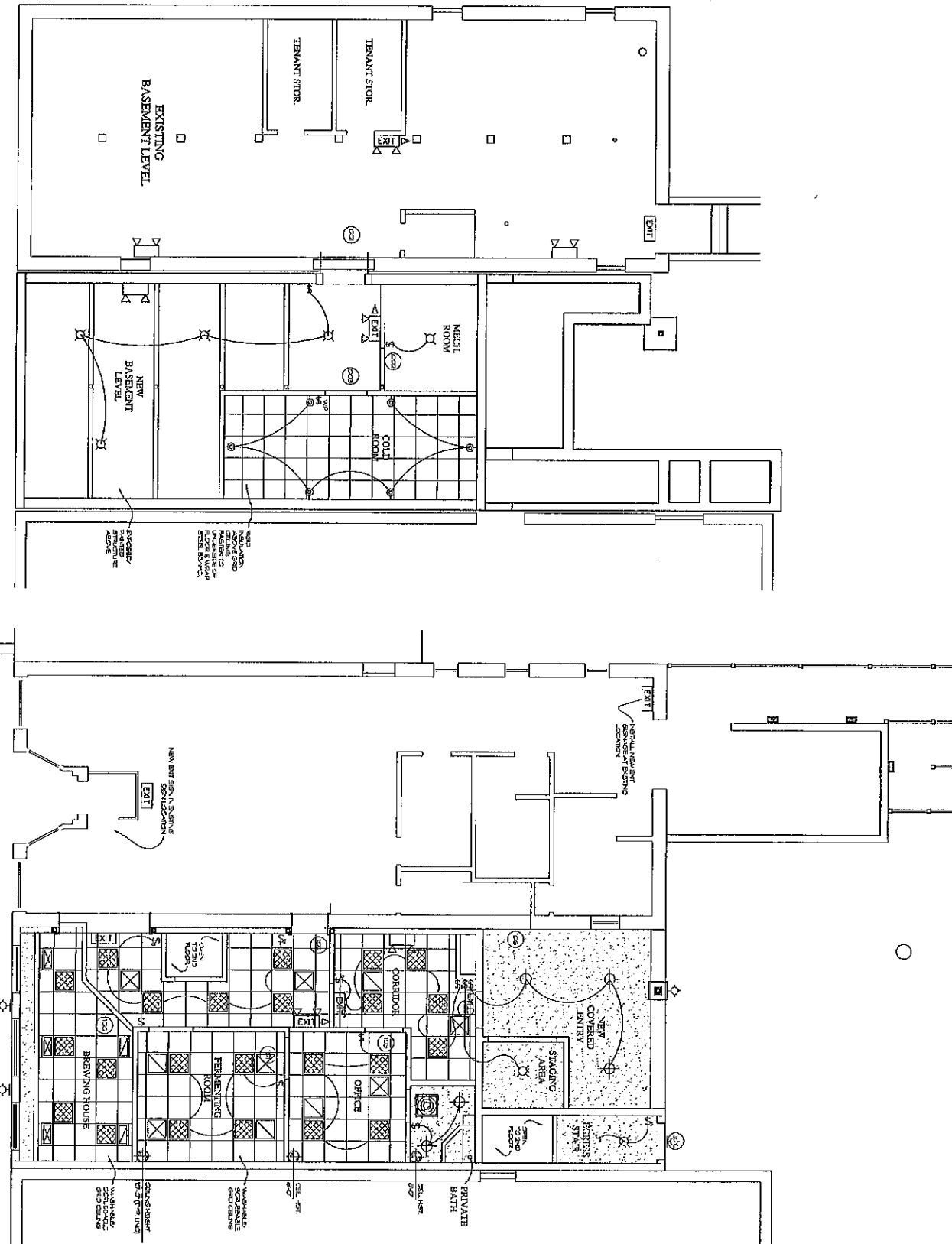


D.J. MALTESE
 Mechanical Engineer
 848 N. HALL STREET
 INDIANAPOLIS, IN 46204
 317.427.2000
 317.427.2000
 317.427.2000

SCF, Inc. 410 2007

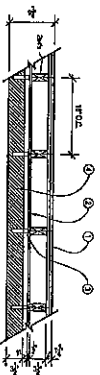
REV.	DESCRIPTION	DATE
1	ISSUE FOR PERMIT	02/14/10
2	ISSUE FOR PERMIT	02/14/10
3	ISSUE FOR PERMIT	02/14/10
4	ISSUE FOR PERMIT	02/14/10
5	ISSUE FOR PERMIT	02/14/10
6	ISSUE FOR PERMIT	02/14/10
7	ISSUE FOR PERMIT	02/14/10
8	ISSUE FOR PERMIT	02/14/10
9	ISSUE FOR PERMIT	02/14/10
10	ISSUE FOR PERMIT	02/14/10

PROJECT DESCRIPTION:
 MECHANICAL, ELECTRICAL, PLUMBING AND
 FIRST FLOOR REBUILT AND
 CEILING PLANS
 DRAWN: LUCY/DA
 CHECKED: CHEN/DS
 SCALE: SCALE: 1/4" = 1'-0"
 DATE: 31 JANUARY 2008
 SHEET NO: 1307
 SHEET OF: A-5



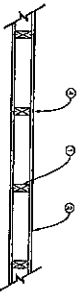
BASEMENT REFLECTED CEILING PLAN
 SCALE: 1/4" = 1'-0"

FIRST FLOOR REFLECTED CEILING PLAN
 SCALE: 1/4" = 1'-0"



DESIGN NO. U392
SECTIONAL ELEVATION - WALL

1. FINISH WALL SYSTEM SHALL BE TWO LAYER SYSTEM TO SHOW WITH GYPSUM BOARD FINISH. THE FINISH WALL SHALL BE ATTACHED TO THE CONCRETE WALL WITH AN APPROXIMATE 1/2" GAP. THE FINISH WALL SHALL BE 1/2" THICK GYPSUM BOARD FINISH. THE FINISH WALL SHALL BE 1/2" THICK GYPSUM BOARD FINISH. THE FINISH WALL SHALL BE 1/2" THICK GYPSUM BOARD FINISH.
2. INSULATION - 2" MINIMUM INSULATION SHALL BE INSTALLED BETWEEN THE FINISH WALL AND THE CONCRETE WALL. THE INSULATION SHALL BE 2" THICK POLYURETHANE INSULATION.
3. CONCRETE WALL - 4" THICK REINFORCED CONCRETE WALL SHALL BE INSTALLED. THE CONCRETE WALL SHALL BE 4" THICK REINFORCED CONCRETE WALL. THE CONCRETE WALL SHALL BE 4" THICK REINFORCED CONCRETE WALL.
4. FINISH WALL - 1/2" THICK GYPSUM BOARD FINISH SHALL BE INSTALLED. THE FINISH WALL SHALL BE 1/2" THICK GYPSUM BOARD FINISH. THE FINISH WALL SHALL BE 1/2" THICK GYPSUM BOARD FINISH.
5. FINISH WALL - 1/2" THICK GYPSUM BOARD FINISH SHALL BE INSTALLED. THE FINISH WALL SHALL BE 1/2" THICK GYPSUM BOARD FINISH. THE FINISH WALL SHALL BE 1/2" THICK GYPSUM BOARD FINISH.

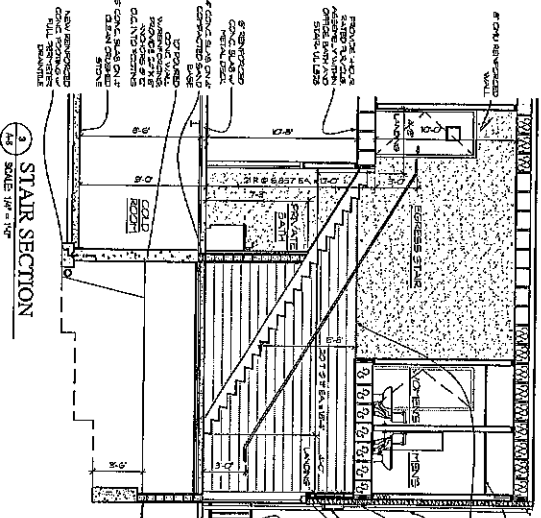


DESIGN NO. U393
SECTIONAL ELEVATION - WALL

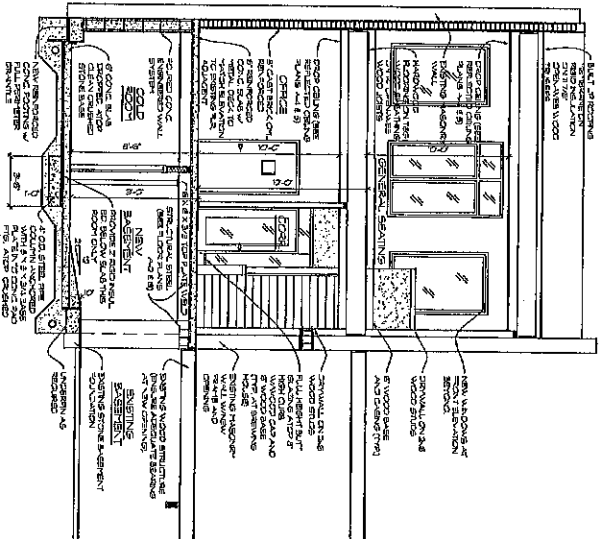
1. FINISH WALL SYSTEM SHALL BE TWO LAYER SYSTEM TO SHOW WITH GYPSUM BOARD FINISH. THE FINISH WALL SHALL BE ATTACHED TO THE CONCRETE WALL WITH AN APPROXIMATE 1/2" GAP. THE FINISH WALL SHALL BE 1/2" THICK GYPSUM BOARD FINISH. THE FINISH WALL SHALL BE 1/2" THICK GYPSUM BOARD FINISH.
2. INSULATION - 2" MINIMUM INSULATION SHALL BE INSTALLED BETWEEN THE FINISH WALL AND THE CONCRETE WALL. THE INSULATION SHALL BE 2" THICK POLYURETHANE INSULATION.
3. CONCRETE WALL - 4" THICK REINFORCED CONCRETE WALL SHALL BE INSTALLED. THE CONCRETE WALL SHALL BE 4" THICK REINFORCED CONCRETE WALL. THE CONCRETE WALL SHALL BE 4" THICK REINFORCED CONCRETE WALL.
4. FINISH WALL - 1/2" THICK GYPSUM BOARD FINISH SHALL BE INSTALLED. THE FINISH WALL SHALL BE 1/2" THICK GYPSUM BOARD FINISH. THE FINISH WALL SHALL BE 1/2" THICK GYPSUM BOARD FINISH.
5. FINISH WALL - 1/2" THICK GYPSUM BOARD FINISH SHALL BE INSTALLED. THE FINISH WALL SHALL BE 1/2" THICK GYPSUM BOARD FINISH. THE FINISH WALL SHALL BE 1/2" THICK GYPSUM BOARD FINISH.

STRUCTURAL NOTES

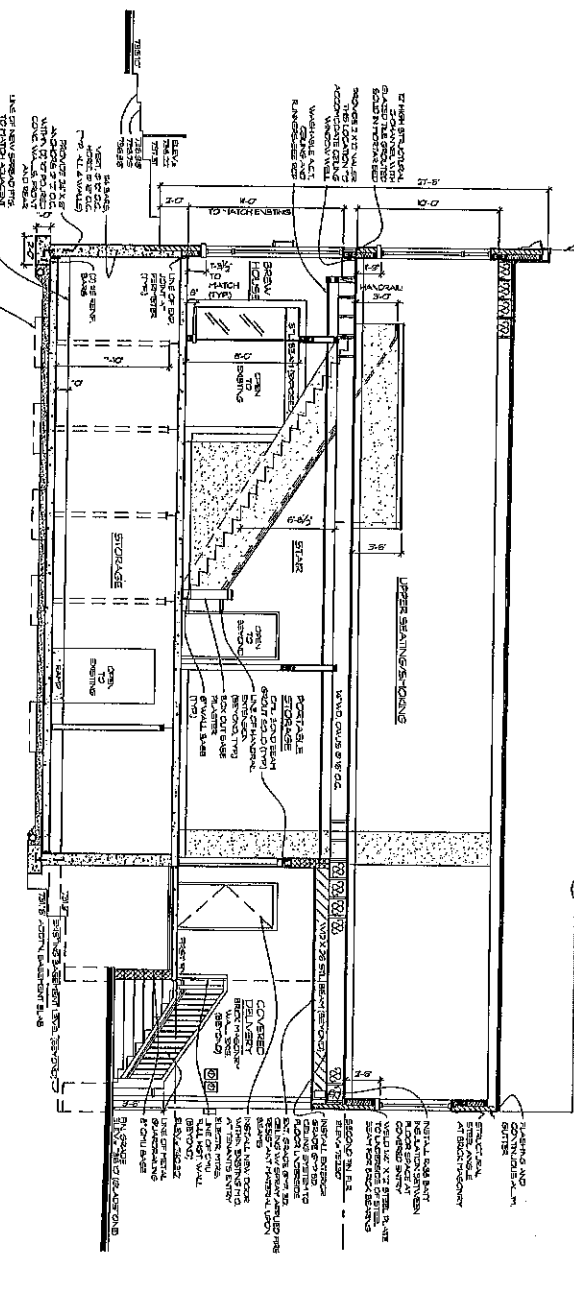
1. FLOOR LIVE LOAD, 80 PSF
2. CONCRETE SHALL BE PERMITS SPECIFICATIONS
3. ALL CONCRETE TO BE 3000 PSI
4. REINFORCING STEEL TO BE GRADE 60
5. C.I.U. AND BRU-T TO BE 2200 PSI
6. STEEL REINFORCING TO BE GRADE 45
7. ALL ANCHOR BOLTS TO BE A307
8. USE BRU-T WELD ELECTRODES



STAIR SECTION
SCALE: 1/4" = 1'-0"



LATTITUDINAL BUILDING SECTION
SCALE: 1/4" = 1'-0"



LONGITUDINAL BUILDING SECTION
SCALE: 1/4" = 1'-0"

LIBERTY STREET MICRO BREWERY
149 WEST LIBERTY ST.
PLYMOUTH MICHIGAN

STEVEN C. FLUM INC.
ARCHITECTS
14177 Tenthred Ave.
Detroit, MI 48228
313.831.2844
313.831.2850

D.J. MALTESE
REGISTERED ARCHITECT
246 N. HILL STREET
ANN ARBOR, MICHIGAN 48106
734.763.2000
734.763.2005
djmaltese.com

SCF, INC. ARCH. AUG 2007

REV.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	08/27/07
2	REVISED PER OWNER	09/14/07
3	REVISED PER OWNER	09/14/07
4	REVISED PER OWNER	09/14/07

PROJECT INFORMATION
SHEET NO. 1307
SCALE: 1/4" = 1'-0"
DATE: 31 JANUARY 2008
DRAWN BY: [Name]
CHECKED BY: [Name]
DATE: 31 JANUARY 2008
SCALE: 1/4" = 1'-0"
DATE: 31 JANUARY 2008
DRAWN BY: [Name]
CHECKED BY: [Name]
DATE: 31 JANUARY 2008

LIBERTY STREET MICRO BREWERY
 149 WEST LIBERTY ST.
 PHOENIX, ARIZONA 85003

STEVEN C. PLUM INC.
 Architect & urban planning
 4147 Thornhill Ave.
 Dallas, TX 75228
 Phone: 214 353 2800
 Fax: 214 353 2800



D.J. MALITSE
 General Contractor
 808 N. GULF STREET, SUITE 410
 APT. 200 PHOENIX, AZ 85008
 PHONE: 602-252-1111
 FAX: 602-252-1111

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REV.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	07/24/07
2	ISSUED FOR PERMIT	07/24/07
3	ISSUED FOR PERMIT	07/24/07
4	ISSUED FOR PERMIT	07/24/07
5	ISSUED FOR PERMIT	07/24/07
6	ISSUED FOR PERMIT	07/24/07
7	ISSUED FOR PERMIT	07/24/07
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9	ISSUED FOR PERMIT	07/24/07
10	ISSUED FOR PERMIT	07/24/07

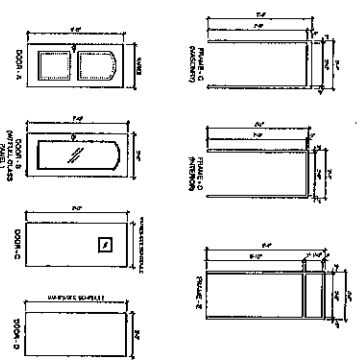
Architect: Liberty Street Micro Brewery
 General Contractor: D.J. Malitse
 Architectural Firm: Steven C. Plum Inc.

SHEET DESCRIPTION	DATE
1 - LIBERTY STREET MICRO BREWERY	07/24/07
2 - LIBERTY STREET MICRO BREWERY	07/24/07
3 - LIBERTY STREET MICRO BREWERY	07/24/07
4 - LIBERTY STREET MICRO BREWERY	07/24/07
5 - LIBERTY STREET MICRO BREWERY	07/24/07
6 - LIBERTY STREET MICRO BREWERY	07/24/07
7 - LIBERTY STREET MICRO BREWERY	07/24/07
8 - LIBERTY STREET MICRO BREWERY	07/24/07
9 - LIBERTY STREET MICRO BREWERY	07/24/07
10 - LIBERTY STREET MICRO BREWERY	07/24/07

DESIGNED BY: LJP
 CHECKED BY: SCF
 SCALE: VARIES
 DATE: 01 JANUARY 2008
 SHEET NO: 1307
 SHEET NO: A-9

NO.	DESCRIPTION	TYPE	SIZE	LOCATION	FINISH	REMARKS
101	DOOR	ALUMINUM	36" X 80"	ROOM 1	PAINTED METAL	PAINTED METAL
102	DOOR	ALUMINUM	36" X 80"	ROOM 2	PAINTED METAL	PAINTED METAL
103	DOOR	ALUMINUM	36" X 80"	ROOM 3	PAINTED METAL	PAINTED METAL
104	DOOR	ALUMINUM	36" X 80"	ROOM 4	PAINTED METAL	PAINTED METAL
105	DOOR	ALUMINUM	36" X 80"	ROOM 5	PAINTED METAL	PAINTED METAL
106	DOOR	ALUMINUM	36" X 80"	ROOM 6	PAINTED METAL	PAINTED METAL
107	DOOR	ALUMINUM	36" X 80"	ROOM 7	PAINTED METAL	PAINTED METAL
108	DOOR	ALUMINUM	36" X 80"	ROOM 8	PAINTED METAL	PAINTED METAL
109	DOOR	ALUMINUM	36" X 80"	ROOM 9	PAINTED METAL	PAINTED METAL
110	DOOR	ALUMINUM	36" X 80"	ROOM 10	PAINTED METAL	PAINTED METAL
111	DOOR	ALUMINUM	36" X 80"	ROOM 11	PAINTED METAL	PAINTED METAL
112	DOOR	ALUMINUM	36" X 80"	ROOM 12	PAINTED METAL	PAINTED METAL
113	DOOR	ALUMINUM	36" X 80"	ROOM 13	PAINTED METAL	PAINTED METAL
114	DOOR	ALUMINUM	36" X 80"	ROOM 14	PAINTED METAL	PAINTED METAL
115	DOOR	ALUMINUM	36" X 80"	ROOM 15	PAINTED METAL	PAINTED METAL
116	DOOR	ALUMINUM	36" X 80"	ROOM 16	PAINTED METAL	PAINTED METAL
117	DOOR	ALUMINUM	36" X 80"	ROOM 17	PAINTED METAL	PAINTED METAL
118	DOOR	ALUMINUM	36" X 80"	ROOM 18	PAINTED METAL	PAINTED METAL
119	DOOR	ALUMINUM	36" X 80"	ROOM 19	PAINTED METAL	PAINTED METAL
120	DOOR	ALUMINUM	36" X 80"	ROOM 20	PAINTED METAL	PAINTED METAL

NO.	DESCRIPTION	TYPE	SIZE	LOCATION	FINISH	REMARKS
1	DOOR	ALUMINUM	36" X 80"	ROOM 1	PAINTED METAL	PAINTED METAL
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15	DOOR	ALUMINUM	36" X 80"	ROOM 15	PAINTED METAL	PAINTED METAL
16	DOOR	ALUMINUM	36" X 80"	ROOM 16	PAINTED METAL	PAINTED METAL
17	DOOR	ALUMINUM	36" X 80"	ROOM 17	PAINTED METAL	PAINTED METAL
18	DOOR	ALUMINUM	36" X 80"	ROOM 18	PAINTED METAL	PAINTED METAL
19	DOOR	ALUMINUM	36" X 80"	ROOM 19	PAINTED METAL	PAINTED METAL
20	DOOR	ALUMINUM	36" X 80"	ROOM 20	PAINTED METAL	PAINTED METAL



1 DOOR ELEVATIONS
 1/8\"/>

FINISH SCHEDULE	FLOOR		WALL		CEILING	
	WOOD	CONCRETE	PAINTED	EXPOSED	PAINTED	OPEN TO STRUCTURE
CEILING TILE						
VINYL COMPOSITE TILE	X					
WOOD FLOORING	X					
SEALED CONCRETE		X				
STAINED WOOD	X					
PAINT			X			
PAINTED GYPSUM			X			
EXPOSED MASONRY				X		
PAINTED MASONRY			X			
VINYL SHEETING					X	
PAINTED GYPSUM			X			
SUSPENDED GRID					X	
OPEN TO STRUCTURE						X
STAINLESS STEEL						
BRASS						
ALUMINUM						
PAINTED METAL						
WOOD						
CONCRETE						
GLASS						
STONE						
CEILING						
WALL						
FLOOR						
DOOR						
WINDOW						
ROOF						
MECHANICAL						
ELECTRICAL						
PLUMBING						
PAINT						
WOOD						
CONCRETE						
GLASS						
STONE						
CEILING						
WALL						
FLOOR						
DOOR						
WINDOW						
ROOF						
MECHANICAL						
ELECTRICAL						
PLUMBING						

NOTES:
 1. ALL CEILING FINISHES TO HAVE 1/2\"/>

LIBERTY
STREET MICRO
BREWERY
148 WEST LIBERTY ST.
INDIANAPOLIS, IN
46204

STEVEN C. FLUM, INC.
architecture &
urban planning
4147 Tenthred Ave.
Chicago, IL 60630
312.467.4400
www.scflum.com
inc. 312.851.2820

D.J. MALITSE
Generalist Contractor
1100 N. W. 10th St., Suite 100
Miami, FL 33136
Phone: 305.577.0000
Fax: 305.577.0000
www.djmalitse.com
inc. 305.577.0000

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REV.	DESCRIPTION	DATE
1	ISSUE FOR PERMIT	07/31/07

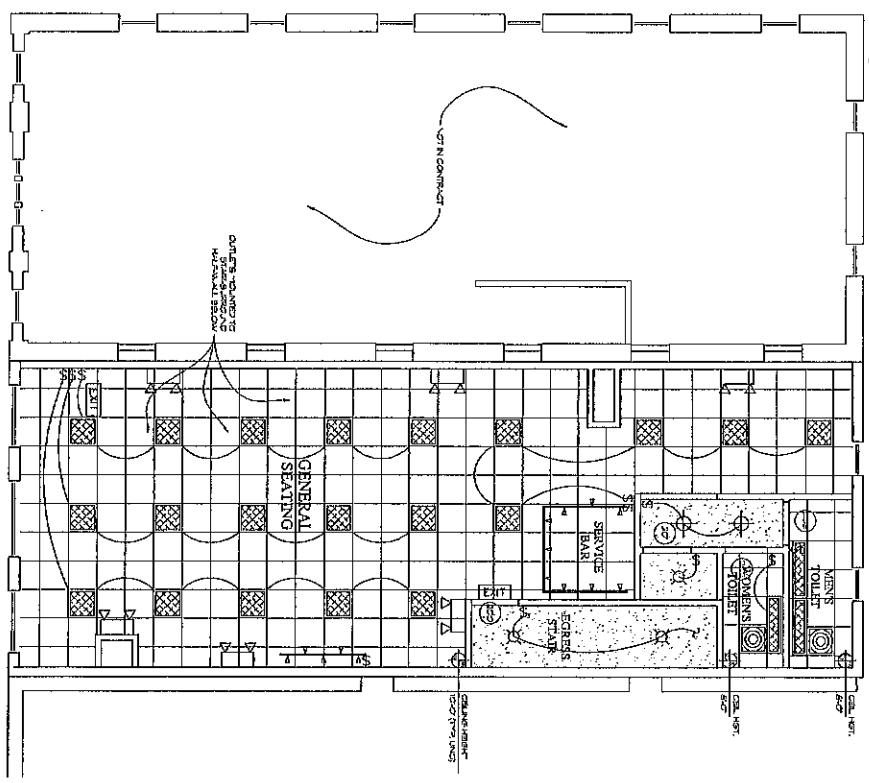
148 West Liberty Street, 1000 sq ft

SHEET NUMBER:
PROPOSED SECOND FLOOR
REFLECTED CEILING PLAN

DESIGNED BY: SCF
CHECKED BY: SCF

SCALE: SCALE: 1/4" = 1'-0"
DATE: 31 JANUARY 2008

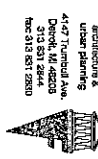
DWG. NO. 1307
SHEET NO. A-6



1 SECOND FLOOR REFLECTED CEILING PLAN
SCALE: 1/4" = 1'-0"

LIBERTY STREET MICRO BREWERY
 150 EAST LIBERTY ST.
 FARMINGTON MICHIGAN

STEVEN C. FLIM INC.
 architects & interior planning
 4107 Farmington Ave.
 Farmington, MI 48333
 313.531.8844
 fax 313.531.2830



D.J. MALTESE
Scallop & Spoon
 605 N. LILL STREET
 FARMINGTON, MICHIGAN 48333
 FAX 313.531.2800
 www.djmaltese.com

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REV.	DESCRIPTION	DATE
1	SCHEMATIC DEVELOPMENT	08/07
2	SCHEMATIC DEVELOPMENT	08/07
3	SCHEMATIC DEVELOPMENT	08/07
4	SCHEMATIC DEVELOPMENT	08/07
5	SCHEMATIC DEVELOPMENT	08/07
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50	SCHEMATIC DEVELOPMENT	08/07

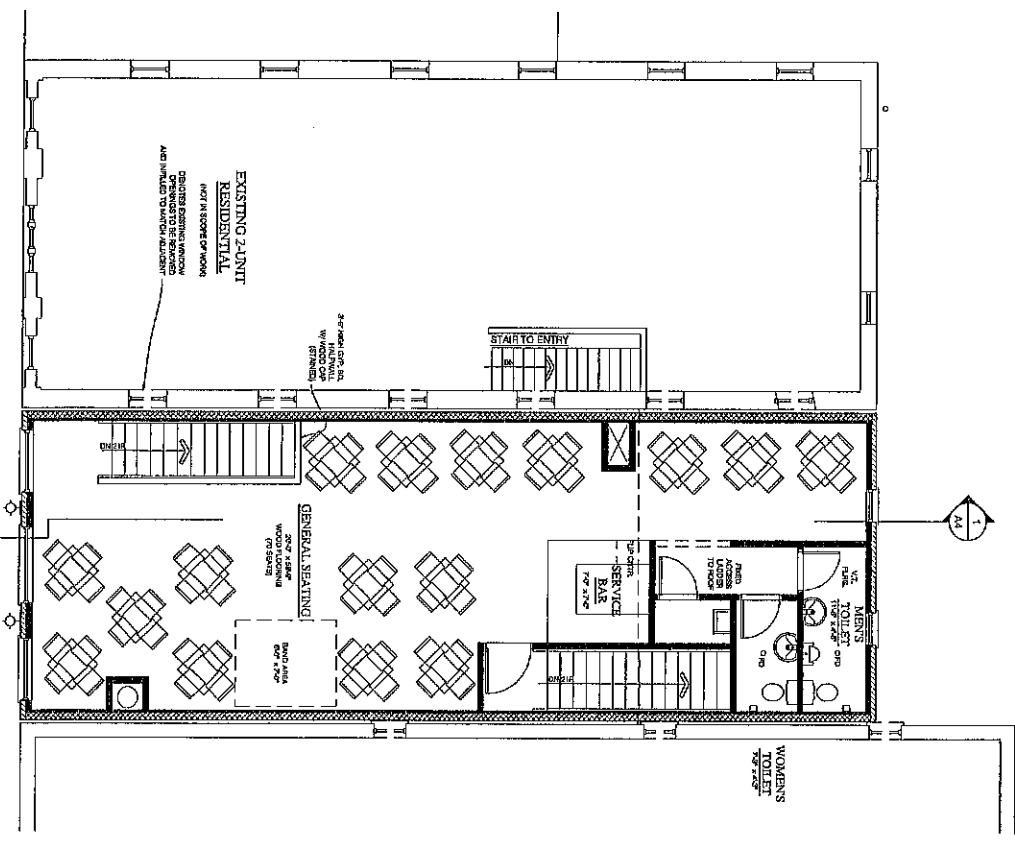
at Liberty Street Micro-Brewery/Farmington

NO.	DESCRIPTION	DATE
1	SCHEMATIC DEVELOPMENT	08/07
2	SCHEMATIC DEVELOPMENT	08/07
3	SCHEMATIC DEVELOPMENT	08/07
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49	SCHEMATIC DEVELOPMENT	08/07
50	SCHEMATIC DEVELOPMENT	08/07

PROPOSED FLOOR PLANS

DATE: 18 JANUARY 2008
 SCALE: 1/8" = 1'-0"
 SHEET NO. A-2A

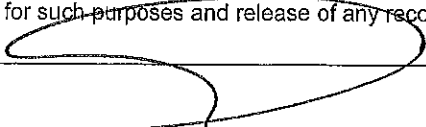
SECOND FLOOR PLAN W/ ADDITION
 SCALE: 1/8" = 1'-0"



AUTHORITY: MCL 28.162, MCL 28.214, MCL 28.248, & MCL 28.273
COMPLIANCE: Voluntary. However, failure to complete this form will result in denial of request.

LIVE SCAN FINGERPRINT BACKGROUND CHECK REQUEST

Purpose: To conduct a civil fingerprint-based background check for employment, to volunteer, or for licensing purposes as authorized by law.

I. Authorizing Information:			
1. Fingerprint Reason Code LL	2. Requestor/Agency ID 1479J	3. Agency Name MI Dept of Licensing & Regulatory Affairs - Liquor Control	4. Individual ID (MNU-OA)
II. Applicant Information: Type or clearly print answers in all fields before going to be fingerprinted.			
1a. Last Name ELMER		1b. First Name DENNIS	
		1c. Middle Initial G	1d. Suffix JR
2. Any Alternative Names, Last Names, or Aliases			3. Social Security Number (Optional)
4. Place of Birth (State or Country) MI			Issuing State MI
9. Home Address 195 GARLING DR		10. City PLYMOUTH	11. State MI
		12. ZIP Code 48170	
13. Sex M	14. Race W	15. Height 6' 1"	16. Weight 138
		17. Eye Color Blu	18. Hair Color Brown
III. Live Scan Information			
1. Date Printed 10/31/2019		2. Picture ID Type Presented MI DRIVERS LICENSE	
		3. Transaction Control Number (TCN)	
		4. Live Scan Operator* LL 60543	
*When an Individual ID is provided, please enter the ID into the Miscellaneous Number (MNU) field on the Live Scan device. Select OA - Originating Agency Identifier and then enter the unique identifier in the Identification Code field.			
IV. Privacy Act Statement			
<p>Authority: Acquisition, preservation, and exchange of fingerprints and associated information by the Federal Bureau of Investigation (FBI) is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.</p> <p>Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.</p> <p>Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine Uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.</p>			
V. Procedure to Obtain a Change, Correction, or Update of Identification Records			
<p>If, after reviewing his/her identification record, the subject thereof believes that it is incorrect or incomplete in any respect and wishes changes, corrections, or updating of the alleged deficiency; he/she should make application directly to the agency which contributed the questioned information. The subject of a record may also direct his/her challenge as to the accuracy or completeness of any entry on his/her record to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D2, 1000 Custer Hollow Road, Clarksburg, WV 26306. The FBI will then forward the challenge to the agency which submitted the data requesting that agency to verify or correct the challenged entry. Upon the receipt of an official communication directly from the agency which contributed the original information, the FBI CJIS Division will make any changes necessary in accordance with the information supplied by that agency. (28 CFR § 16.34)</p>			
VI. Consent			
<p>I understand that my personal information and biometric data being submitted by Live Scan, will be used to search against identification records from both the Michigan State Police (MSP) and the FBI for the purpose listed above. I hereby authorize the release of my personal information for such purposes and release of any records found to the authorized requesting agency listed above.</p>			
Signature: 			Date: 10/31/19



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: _____
 Request ID: _____
 (For MLCC use only)

Local Government Approval For On-Premises Tasting Room Permit
 (Authorized by MCL 436.1536)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new On-Premises Tasting Room Permit application.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ council/board
 (regular or special) (township, city, village)
 called to order by _____ on _____ at _____
 the following resolution was offered: (date) (time)

Moved by _____ and supported by _____
 that the application from Amalgamated Concoctions, LLC (Dennis Elmer-sole member, _____)
 (name of applicant - if a corporation or limited liability company, please state the company name)

for a NEW ON-PREMISES TASTING ROOM PERMIT

to be located at: 149 W. Liberty St. Plymouth, Michigan 48170 Wayne County

It is the consensus of this body that it _____ this application be considered for
 (recommends/does not recommend)
 approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the
 council/board at a _____ meeting held on _____ (township, city, village)
 (regular or special) (date)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059

RESOLUTION

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

- WHEREAS The City of Plymouth has a Liquor Management Ordinance in an effort to help Protect the Public Health, Safety and Welfare, and
- WHEREAS The Ordinance requires that requests for transfers of Liquor Licenses, ownership Changes, new licenses, changes in business operations plans all come before the Local Liquor License Review Committee (LLRC) and the City Commission, and
- WHEREAS A request for transfer of ownership of a Micro Brewer and Small Wine Maker Licenses, as well as a request for a new Small Distiller with On Premise Tasting Has been received from Amalgamated Concoctions, LLC, and
- WHEREAS the LLRC has reviewed the applications for these requests and has recommended These changes to the City Commission. Further, the City Commission has scheduled a Public Hearing on the matter as well.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby recommend to the Michigan Liquor Control Commission the Transfer of ownership of the Micro Brewer and Small Wine Maker with On-Premise Tasting from Norton X Brewing, Ltd to Amalgamated Concoctions, LLC. At 149 W. Liberty.

BE IT FURTHER RESOLVED THAT the City Commission does hereby recommend to the Michigan Liquor Control Commission the approval of a new Small Distiller with On-Premise Tasting to Amalgamated Concoctions, LLC at 149 W. Liberty Street.



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 - Transfer of Stock 336 Main Piano Bar of Plymouth Gastro Pub 01-06-20.docx
Date: 12-19-19
RE: Public Hearing - Transfer of Stock Piano Bar of Plymouth/336 Main/Park Place Gastro Pub

Background

We have received an application for a Transfer of Stock for Park Place Gastro Pub; licensed as Piano Bar of Plymouth, Inc. at 336 S. Main Street. As a result of the application we have posted and mailed a notice of a Public Hearing before the City Commission for Monday, January 6, 2020 at City Hall. The State has discovered a change in the stockholders of the licensee and the State, and the Licensee are catching up on the paperwork. There are no changes in the establishment's business plan at this time.

The State is working on the transfer of stock and NO local unit of government action is required by the State. Our local Liquor Management Ordinance does require a City Commission approval, but we have no reason to deny the change.

An Administrative Review has been completed the Police Department has signed off on the review. All fees for the review and transfer have been paid in accordance with the Liquor Management Ordinance.

We have attached the Information that has been provided by the applicant as additional background information. This is a change in the stock ownership by changing the percentage of some stockholders and adding additional stockholders.

The City Liquor License Review Committee is scheduled to meet just prior to the Regular City Commission Meeting on Monday. Their recommendation will be presented at the Commission Meeting.

RECOMMENDATION:


The City Administration has reviewed the application and the proposed establishment and finds that it meets the administrative requirements of the Liquor Management Ordinance. The City Commission must now review the application as it applies to the various requirements of the Ordinance and develop a recommendation to the Michigan Liquor Control Commission. The MLCC may or may not consider input from the City Commission as it relates to their approval of the stock transfer.

We have attached a proposed Resolution for the City Commission to consider regarding this matter.

NOTICE OF PUBLIC HEARING

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

PLEASE TAKE NOTICE THAT a public hearing shall be held before the City Commission of the City of Plymouth on **Monday, January 6, 2020 at 7:00 p.m. at the regular meeting of the Plymouth City Commission at the Plymouth City Hall, 201 S. Main, Plymouth, Michigan.** The Public Hearing will consider the following:

- 
- 1) Transfer of Stock Interest by adding new stockholder Piano Bar of Plymouth, Inc.**
 - 2) Transfer of Ownership and addition of On-Premises Tasting Room Permit – to Amalgamated Concoctions, LLC – 149 W. Liberty**

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

THERE WILL BE A MEETING OF THE LOCAL LIQUOR LICENSE REVIEW COMMITTEE (LLRC) PRIOR TO THE PUBLIC HEARING TO MAKE A RECOMMENDATION TO THE CITY COMMISSION. The LLRC meeting will take place at the PLYMOUTH CITY HALL, 201 S. Main, Plymouth, MI 48170 at 6:30 p.m. on Monday, January 6, 2020.

Maureen Brodie
City Clerk

Posted: City Hall
Cultural Center
Public Library



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

December 3, 2019

Piano Bar of Plymouth, Inc.
c/o Attorney Scott MacDonald
(email: scottmac@dixon-macdonald.com)

RID #1910-16649 (Step 1)

Reference/Transaction: Transfer stock interest in the 2016 licensing year by adding new stockholder Duane Fox; and as a result, existing stockholders Daniel Johnson, Joseph Comiskey and Landon G. Garrett II will each hold 13,500 shares of stock and new stockholder Duane Fox will hold 2,700 shares of stock; and transfer stock in the 2016 licensing year by adding new stockholder Philippe Zakaria; and as a result, existing stockholders Daniel Johnson, Joseph Comiskey and Landon G. Garrett II will each hold 10,800 shares of stock, existing stockholder Duane Fox will hold 5,400 shares of stock and new stockholder Philippe Zakaria will hold 5,400 shares of stock, in conjunction with 2019 Class C and SDM licensed corporation with Sunday Sales Permit (AM), Sunday Sales Permit (PM), Dance-Entertainment Permit, Outdoor Service (1 area) and 2 Bars located at 336 S. Main St., Plymouth, MI. 48170, Wayne County.

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: Piano Bar of Plymouth, Inc.

Business address and phone number: 336 S. Main St., Plymouth, MI. 48170, Wayne County
(B) 734-667-5614

Home address and phone number of partner(s)/subordinates: Duane L. Fox, 6469 Silvio St., Garden City, MI. 48135 (C) 734-777-3555; Philippe Zakaria, 45883 Tournament Dr., Northville, MI. 48168 (C) 248-520-3473

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Southfield District Office (313) 456-1170

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

jmm

cc: Plymouth City Council



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

December 3, 2019

Piano Bar of Plymouth, Inc.
c/o Attorney Scott MacDonald
(email: scottmac@dixon-macdonald.com)

RID #1910-16649 (Step 1)

Reference/Transaction: Transfer stock interest in the 2016 licensing year by adding new stockholder Duane Fox; and as a result, existing stockholders Daniel Johnson, Joseph Comiskey and Landon G. Garrett II will each hold 13,500 shares of stock and new stockholder Duane Fox will hold 2,700 shares of stock; and transfer stock in the 2016 licensing year by adding new stockholder Philippe Zakaria; and as a result, existing stockholders Daniel Johnson, Joseph Comiskey and Landon G. Garrett II will each hold 10,800 shares of stock, existing stockholder Duane Fox will hold 5,400 shares of stock and new stockholder Philippe Zakaria will hold 5,400 shares of stock, in conjunction with 2019 Class C and SDM licensed corporation with Sunday Sales Permit (AM), Sunday Sales Permit (PM), Dance-Entertainment Permit, Outdoor Service (1 area) and 2 Bars located at 336 S. Main St., Plymouth, MI. 48170, Wayne County.

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: Piano Bar of Plymouth, Inc.

Business address and phone number: 336 S. Main St., Plymouth, MI. 48170, Wayne County
(B) 734-667-5614

Home address and phone number of partner(s)/subordinates: Duane L. Fox, [REDACTED]
Philippe Zakaria, [REDACTED]

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Southfield District Office (313) 456-1170

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

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MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

jmm

cc: Plymouth City Council

LAW OFFICES OF
DIXON & MacDONALD, P.C.
24901 NORTHWESTERN HIGHWAY, SUITE 200
SOUTHFIELD, MICHIGAN 48075

CLARENCE O. DIXON
SCOTT D. MacDONALD

TELEPHONE (248) 865-8866
FACSIMILE (248) 865-8822

WRITER E-MAIL:
scottmac@dixon-macdonald.com

December 30, 2019
Via Hand Delivery

Plymouth Police Department
Attn: Chief of Police, Al Cox
Director of Public Safety
201 S. Main Street
Plymouth, MI 48170

Re: Application to Amend Shareholders
Liquor Licensee: Piano Bar of Plymouth, Inc. d/b/a Park Place Gastro Pub
Licensed Location: 336 S. Main Street, Plymouth, MI 48170

Dear Chief Cox:

My office represents Piano Bar of Plymouth, Inc. The purpose of this application is to delete one shareholder, Joseph Comiskey, and to add two new shareholders, Duane Fox and Philippe Zakaria. Following approval of the City and MLCC, the shareholders would be as follows:

<u>Shareholder:</u>	<u>Shares Held:</u>	<u>Percentage:</u>
Daniel M. Johnson (existing)	10,800	25%
Landon G. Garrett, II (existing)	10,800	25%
Robert T. Theard (existing)	5,400	12.5%
Thomas M. Guina (existing)	5,400	12.5%
Philippe R. Zakaria (new)	5,400	12.5%
Duane Fox (new)	5,400	12.5%
Joseph Comiskey (deceased)	0	0
Totals:	43,200	100%

Mr. Zakaria is owner and manager of the Library Pub in West Bloomfield and Center Street Grill in Northville. Mr. Fox is the kitchen manager at Ironwood Grill and Park Place Gastro Pub in Plymouth. The applicants have demonstrated a shared commitment to strict compliance with all ordinances, rules and regulations promulgated by those cities and the Michigan Liquor Control Commission, and to the security of their customers and communities.

We further understand that Piano Bar of Plymouth, Inc. may not have a Plan of Operation on file with the City.

Chief Al Cox
Director of Public Safety
December 30, 2019
Page Two

In accordance with the above, we submit with this letter the following enclosures to the Liquor License Review Committee:

1. Background Investigation Consent for Duane L. Fox (original);
2. Background Investigation Consent for Philippe Zakaria (original);
3. Proposed Plan of Operation (draft); and
4. Check made payable to the City of Plymouth in the amount of \$300.00.

Thank you in advance for your kind attention to the enclosures. We look forward to any questions or comments that you or the other members of the LLRC may have.

Very truly yours,

DIXON & MacDONALD, P.C.



Scott D. MacDonald

SDM/bsa
Enclosures as noted above
cc (via electronic mail, w/out encls.):
Daniel M. Johnson
Landon G. Garrett, II
Philippe R. Zakaria
Duane Fox
Robert T. Theard
Thomas M. Guina

**CITY OF PLYMOUTH
CLASS C/SDM LICENSED BUSINESS
PLAN OF OPERATION**

As of December 30, 2019

Business Name:
Piano Bar of Plymouth, Inc.

Doing Business As:
Park Place Gastro Pub

Street Address:
336 S. Main
Plymouth, MI 48170

INTRODUCTION

Preamble: We have received copies of Plymouth City Ordinance 2003-04, An Ordinance to Establish a General Policy for the management of Liquor Licenses and Permits, understand its provisions and will be governed by them. The following Plan of Operation is developed in keeping with the spirit and intent of this Ordinance.

DETAILS

- I. HOURS OF OPERATION:** At present, our planned hours of operation will be Monday - Thursday, from 11:00 a.m. - 11 p.m., Friday and Saturday from 11:00 a.m. - midnight, and Sunday from 10 a.m. - 11 p.m. Last call will be 30 minutes before closing and last service 20 minutes before closing. We may change hours on special occasions, on holidays, and during festivals, with the prior approval of the Chief of Police.
- II. FORMAT:** The premises will be primarily operated as a full-service kitchen and bar, and will have a seating capacity of 110 patrons, including 10 seats at the bar. We offer an Outdoor Service Area consisting of 16 seats, as more fully described below. The menu format will be an American contemporary gastro pub.

We feature house music during regular hours of operation. We may offer live entertainment from 7:00 p.m. until close as an alternative to house music. Live entertainment shall consist of no more than 5-piece bands or a DJ. Piped, canned or live music ("Sound") will be restricted to a level which will not adversely impact neighboring and adjoining property owners, and we will strictly comply with the City and the provisions of the Sound Ordinance. We pledge our full cooperation with the Police Department and/or adjacent and adjoining property owners in this regard. We have one dance floor as authorized by the Michigan Liquor Control Commission.

It is agreed that we will not change the format or type of business without written approval of the City Commission. This includes changing from a full-service restaurant to a bar where food service is reduced, etc. The ratio of food sales to alcohol sales is anticipated to be 60% food and 40% alcoholic beverages.

III. CODE COMPLIANCE: The premises when remodeled/completed will fully comply with all applicable health, safety, building, sanitation, electrical, plumbing and fire codes as well as zoning requirements.

The Outdoor Service Area will operate in accordance with the following provisions regulating outdoor service, including:

- a. Seating for the Outdoor Service Area will be available as permitted by City Ordinance, from April 15 – October 31;
- b. We will pay fees in accordance with the City's Sidewalk Café License Agreement application.
- c. The Outdoor Service Area will not be permanently enclosed;
- d. The fence and/or other barricades or rail surrounding the Outdoor Service Area will be anchored in accordance with the Uniform Engineering Anchoring System as promulgated by the Engineering Department of the City of Plymouth;
- e. The manner in which the Outdoor Service Area is enclosed shall be subject to prior approval and inspection by the Police and Engineering Department;
- f. The use of alcohol will be allowed in accordance with the rules of the Michigan Liquor Control Commission as weather permits;
- g. The Outdoor Service Area will be clean free of debris of trash, and shall be cleaned at the close of each business day;
- h. There will not be any music speakers in the Outdoor Service Area.

IV. PLAN OF OPERATION: It is acknowledged that under Ordinance 2003-04, the business shall be operated in accordance with an approved plan of operation. Changing the operation of the business in any manner inconsistent with the approved plan of operation is a violation of the ordinance and the rules of the Liquor Control Commission. Any change to the plan of operation must be approved by the City Commission prior to it being placed into effect on the business premises.

V. SECURITY: Security for the customer, building, and community is the first priority for the corporation, and as such, we will undertake whatever measures are necessary to maintain and supervise the expected level.

VI. PARKING: Customers park in public spaces. Employees will park at areas designated by management, such as the Farmers Market and Fleet Street parking structure.

VII. ALCOHOL MANAGEMENT: The establishment will strictly obey all rules and regulations promulgated by the City of Plymouth and the State of Michigan Liquor Control Commission. There will be neither service to nor consumption of alcoholic beverages by minors at any time. No alcohol will be sold, or permitted to be sold, on a commission basis by any person.

The following policies will be enforced at the establishment:

1. No alcoholic beverages will be allowed on the premises, other than what is dispensed by the establishment.
2. All Staff will pay attention and be alert to observable clues displayed by an intoxicated individual such as: impaired reflexes, impaired coordination, reduced judgment and inhibitions, impaired vision, etc.
3. All staff will be alert to potential problems at their respective areas at the facility.
4. Be polite and courteous to the intoxicated individual(s). Be knowledgeable as to when to request assistance from additional facility staff.
5. Patrons who appear to be 30 years of age or younger will be asked to show proper Michigan identification. Signage will be posted at serving locations. Patrons must produce proper identification.
 - 5.1 All patrons under 21 years of age, service will be refused.
 - 5.2 Check "State Seal" and other markings. Check for damage or alterations to identification card.
 - 5.3 Do not return falsified identification cards. Call management immediately.
6. If a patron shows signs of intoxication, then refuse service, politely explain policy, suggest non-alcohol purchase, and/or call for management if necessary.
7. If a patron is purchasing on behalf of someone else who appears less than 30 years old or younger, then request to see identification of recipient or contact supervisory personnel whom will seek patron(s) out. Refuse service to minors. Inform all parties involved that policy allows for ejection off of premises if illegal activity has occurred.
8. Alcohol dispensing may be restricted to one of the following practices or any combination thereof:
 - No sales to intoxicated persons
 - No sales without proper identification
 - Limited alcoholic choices if necessary
 - When in doubt, do not serve, call supervisor

9. Observe all patrons leaving the property. No alcoholic beverages are allowed to leave the facility or property.
10. Approach any patron appearing to be impaired and leaving the event. Determine if they are driving. If so, attempt to persuade them not to drive and request a non-impaired companion to drive. If unable, refer patron(s) to bus or taxi service.
11. Supervisory and management personnel will complete documentation of any alcoholic related incidents at end of event. Information will be disseminated accordingly.
12. We shall provide free and/or at reduced prices non-alcoholic beverages to all designated drivers.
13. The establishment fully participates in the Techniques in Alcohol Management Program and will continue such participation in that program or a similarly recognized program approved by the Plymouth Police Chief. TIPS/TAM certification for all employees shall be provided to the Chief of Police within 35 days of date of hire.

VIII. REFUSE DISPOSAL: We will dispose of refuse in enclosed dumpsters and comply with the City's waste management requirements.

IX. GENERAL: Every effort will be made to maintain positive relationships with adjacent and nearby businesses as well as cooperation with all city departments. Every effort will be made to solve any problems which may arise.

X. EMERGENCY CONTACTS:

Daniel M. Johnson, [REDACTED]
Landon G. Garrett, II, [REDACTED]
Phil Zakaria, [REDACTED]

Date: _____ Piano Bar of Plymouth, Inc. D/B/A Park Place Gastro Pub
A Michigan Corporation

By: _____
Daniel M. Johnson, President

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

Received From:
Date: 12/30/2019
Receipt: 358939
Cashier: ALEXC

Time: 3:41:11 PM

ITEM REFERENCE	AMOUNT
PDREV POLICE DEPARTMENT REVENUE	\$300.00
TOTAL	\$300.00
CHECK 4805	\$300.00
Total Tendered:	\$300.00
Change:	\$0.00

**RESOLUTION OF THE
City of Plymouth City Commission**

It was moved by Comm. _____ and seconded by Comm.
_____.

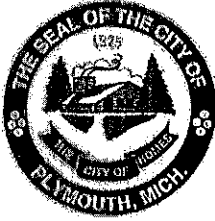
WHEREAS *The City of Plymouth has a Liquor License Management Ordinance and this Ordinance requires that the Liquor License Control Committee (LLRC) review Any stock transfer related to a Liquor License, and*

WHEREAS *The Plymouth City Commission feels that it is imperative that the local Unit of Government have input to all aspects of Liquor License Issues in The City of Plymouth, and*

WHEREAS *Piano Bar of Plymouth, Inc. has requested that the City Authorize a transfer of stock for this business, and*

WHEREAS *The City Commission has reviewed the request and found that it does meet the criteria established in the Liquor License Management Ordinance.*

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby recommend to the State of Michigan Liquor Control Commission that the request from Piano Bar of Plymouth, Inc. 336 Main be granted to include the changes highlighted in the December 3, 2019 letter from the Michigan Liquor Control Commission to the City of Plymouth.



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 - Intergovernmental Agreement with Wayne County Parks Millage 01-06-20.docx
Date: April 18, 2019
RE: Intergovernmental Agreement with Wayne County Park Millage Funds

BACKGROUND:

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

This is "County Money" because it has been collected from our taxpayers as a County Parks millage for improvements to the County Parks. The County has chosen to make a small "grant" back to each community, based on a percentage of what was collected in that community. For the County to make a grant to another taxing unit it is necessary to execute an Intergovernmental Agreement with the County for the \$16,926 worth of improvements to our recreational facilities.

The plan is to use these funds on replacing a portion of the lights at Massey Field. This project has been long delayed, and we have not been able to use the lights on this award-winning field for several years. This is an example of a delayed capital improvement project. We have attached a memorandum from Recreation Director Steve Anderson related to this issue as well as the Intergovernmental Agreement.

The County's Corporate Counsel Office sent over a contract for the City to execute. This Agreement has been reviewed by the City Attorney as well. The contract is "boiler plate" from Wayne County, but it is much shorter than what we have received in the past. We will need to have the agreement approved by Resolution of the City Commission and signed by the Mayor.

RECOMMENDATION:

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

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



CITY OF PLYMOUTH

www.plymouthmi.gov

Recreation Department
Plymouth Cultural Center
525 Farmer
Plymouth, MI 48170

Phone 734-455-6620

Memo

To: Paul Sincock, City Manager

From: Steve Anderson, Recreation Director

CC:

Date: 12/17/2019

Re: Intergovernmental Agreement - Wayne County Park Millage Funds County FY 2019-20

As you are aware, Wayne County has again returned some of the Wayne County Parks Millage funds back to the local communities to specifically fund recreational capital improvements. The City of Plymouth's share of these funds for this budget year is \$16,926.00.

After looking over some of the repair and maintenance projects we have been delaying, repairs to the lights at Massey Field has the most immediate need for the upcoming Spring season. This repair project has been on the back burner for over two years. Our user groups have been very patient during the past two years but obviously having a lighting system in place at Massey Field and not being able to play games past sundown is inconvenient, irritating and honestly, rather embarrassing.

The original "Medal Halide" lighting system was installed in the late 1970's / early 1980's and still has all the original fixtures and wiring. Currently, both third base line infield poles no longer light any lamps and something at the top of the 40-foot poles are blowing out the large "cigar" style fuses almost instantly once energized.

In order to be able to use Wayne County Funds, we proposed upgrading the lights on these two specific poles to LED lighting. This type of retrofit / upgrade is allowable under Wayne County's guidelines. We have had great success in changing over many of the City's facilities to LED lighting. The lower operational cost and very low maintenance of LED lighting makes it a natural fit for municipal projects.

The project funding would include 10 - 65,000 lumen LED lighting fixtures, the electricians as well as the 60' Sky Lift to reach the top of the poles. The electricians will not know if they will have to completely rewire the poles until they can get up on the Sky Lift and inspect the wiring.

If the bids come back low enough on the LED lighting fixtures and leave any funds left over from the lighting project, we would like to use the balance to purchase some pallets of infield conditioner (Turface) to further improve the quality of the ball diamond infield. The costs of the project will initially be absorbed by the Rec. Improvement Fund (402) and will be reimbursed by Wayne County once they clear the paperwork on their side of the process.

THE CITY OF HOMES

twitter.com/plymouthmigov facebook.com/cityofplymouthrecreation

The attached Wayne County Intergovernmental Agreement is basically stream-lined version of a "boiler plated" contract from the past four years. This agreement has also been reviewed by the City Attorney with minor notations.

The only anticipated cost to the City on this project is the signage required by Wayne County to be posted at Don Massey Field after the project is complete. This cost would be minimal and generally has not exceeded \$350.00 in the past.

We would like to recommend the adoption of this Intergovernmental Agreement by the City Commission to receive the amount of \$16,926.00 from Wayne County to be used for the Massey Field LED Lightning Retrofit Project.

AGREEMENT

between

THE CHARTER COUNTY OF WAYNE

and

THE CITY OF PLYMOUTH

for

Improvements to

DON MASSEY FIELD

FY 2019-20

TABLE OF CONTENTS

1.	PURPOSE	3
2.	SCOPE OF THE PROJECT	3
3.	TERM OF CONTRACT	3
4.	COUNTY'S COVENANTS	3
5.	CITY'S COVENANTS	3
6.	TERMINATION	4
7.	DATA TO BE FURNISHED	4
8.	ADMINISTRATION	5
9.	RELATIONSHIP OF PARTIES	5
10.	INSURANCE	5
11.	HOLD HARMLESS	6
12.	LIABILITY	6
13.	ENVIRONMENTAL MATTERS	6
14.	COMPLIANCE WITH LAWS	8
15.	AMENDMENTS	8
16.	NONDISCRIMINATION PRACTICES	8
17.	ETHICS IN CONTRACTING	10
18.	NOTICES	10
19.	WAIVER OF ANY BREACH	10
20.	SEVERABILITY OF PROVISIONS	10
21.	MERGER CLAUSE	11
22.	JURISDICTION AND LAW	11
23.	MISCELLANEOUS	11
24.	AUTHORIZATION AND CAPABILITY	11
25.	SIGNATURE	12
	EXHIBIT A: LEGAL DESCRIPTIONS	15
	EXHIBIT B: PROJECT DESCRIPTIONS	16
	EXHIBIT C: SIGNAGE SPECIFICATIONS	17
	EXHIBIT D: INSURANCE COVERAGES	19

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

1. PURPOSE

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

2. SCOPE OF THE PROJECT

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

3. TERM OF CONTRACT

3.01 The effective date of this Agreement is upon approval of the County Commission and **shall terminate on September 30, 2021 at 11:59 p.m.**

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

4. COUNTY'S COVENANTS

4.01 The County will assist in funding construction of the Project described in **Exhibit B** attached hereto and made a part hereof. The FY 2019-20 funding provided by the County for the recreational Project **shall not exceed Sixteen Thousand Nine Hundred Twenty Six Dollars (\$16,926).**

5. CITY'S COVENANTS

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

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

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

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

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

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

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

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

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

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

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

6. TERMINATION

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

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

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

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

7. DATA TO BE FURNISHED

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

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

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

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

8. ADMINISTRATION

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

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

9. RELATIONSHIP OF PARTIES

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

10. INSURANCE

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

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

11. HOLD HARMLESS

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

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

12. LIABILITY

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

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

13. ENVIRONMENTAL MATTERS

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

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

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

13.04 Prior to commencing the Project, City must conduct and complete or cause to be conducted and completed an investigation, including a comprehensive environmental audit, studies, sampling, and testing, as the County deems necessary. A copy of any environmental audit, study, sampling or testing shall be provided to the County within ten (10) working days of City's receipt of such audit, study, sampling or testing. If the audit reveals the existence of any Hazardous Material at any Site, City shall immediately disclose the findings to the County. If

the County decides to proceed with the Project, City shall do or cause to be done all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Site as required by all applicable governmental regulations, to the satisfaction of the County, and according to all federal, state and local governmental authorities. Any audit conducted by the County is solely for the benefit, protection, and interest of the County. City or any third party cannot rely upon the audit conducted by the County for any purpose.

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

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

13.06 Hazardous Material means any material or substance:

- A. Which is or becomes defined as a hazardous substance, pollutant, or contaminant pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et. seq.) and any amendments thereto and regulations pursuant thereto;
- B. Containing gasoline, oil, diesel, fuel, or other petroleum products;
- C. Which is or becomes defined as hazardous waste pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901 et. seq.) and any amendments thereto and regulations pursuant thereto;
- D. Containing polychlorinated biphenyl;
- E. Containing asbestos;
- F. Which is radioactive;

- G. The presence of which requires investigation or remediation under any governmental regulation; or
- H. Which is or becomes defined as a hazardous waste, hazardous substance, pollutant, contaminant, or biologically hazardous material under any governmental regulation.

14. COMPLIANCE WITH LAWS

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

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

15. AMENDMENTS

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

16. NONDISCRIMINATION PRACTICES

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

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

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

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an

employee because of race, color, creed, national origin, age, marital status, handicap, sex, familial status, height or weight.

- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Section 120-192 of the Wayne County Code of Ordinances, or applicable state or federal law, make or use a written or oral inquiry or form of application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight, of prospective employees. City also shall not make or keep a record of that information or disclose such information.
- E. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap, or sex.

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

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

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

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

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

16.08 In the event that City is or becomes subject to federal or state law which conflicts with the requirements of Section 120-192 of the Wayne County Code of Ordinances, the provisions of federal or state law shall apply and this Agreement shall be interpreted and

enforced accordingly. In accordance with the Elliot-Larson Civil Rights Act, P.A. 1976 No. 453, as amended, MCL 37.2101 *et seq.*, City covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, weight, height, or marital status, and to require a similar covenant on the part of any contractor, subcontractor, consultant, or agent employed in the performance of this Agreement.

17. ETHICS IN CONTRACTING

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

18. NOTICES

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

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

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

and

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

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

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

19. WAIVER OF ANY BREACH

19.01 No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

20. SEVERABILITY OF PROVISIONS

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

21. MERGER CLAUSE

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

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

22. JURISDICTION AND LAW

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

23. MISCELLANEOUS

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

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

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

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

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

24. AUTHORIZATION AND CAPABILITY

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

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

25. SIGNATURE

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

[SIGNATURES ON THE FOLLOWING PAGE]

City of Plymouth
Don Massey Field

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

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____ by Warren C. Evans, on behalf of the Charter County of Wayne.

Notary Public, Wayne County, Michigan
County of Wayne, State of Michigan
My Commission Expires: _____
Acting in Wayne County

City of Plymouth
Don Massey Field

Plymouth City Commission approved and execution authorized by Resolution No. _____ Date: _____	CITY OF PLYMOUTH By: _____ Oliver Wolcott Its: Mayor Date: _____
---	---

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____ by
Oliver Wolcott on behalf of the City of Plymouth.

Notary Public,
County of Wayne, State of Michigan
My Commission Expires: _____
Acting in Wayne County

APPROVED AS TO FORM:
By: /s/ Raynard O. Jones
DEPT OF CORPORATION COUNSEL
#323344v.1 (12/13/2019)

EXHIBIT A: LEGAL DESCRIPTIONS

In Witness Whereof, the said party of the first part has caused these presents to be signed, executed, acknowledged and delivered in its name and on its behalf by the State Land Office Board, its duly authorized agency, and has caused the seal of said board to be affixed hereto on the day and year first above written, at the Capitol in the City of Lansing.

STATE OF MICHIGAN
 By the STATE LAND OFFICE BOARD
 Fred M. Greenstreet, Chairman
 Fred M. Greenstreet, Member

By *Veron J. Brown*
 Veron J. Brown, Chairman
 Veron J. Brown, Member

By *Earl A. Bentley*
 Earl A. Bentley
 Martha E. Ely

State of Michigan, }
 County of Ingham, }

On this 12th day of December, A. D. 1940, before me, the undersigned, a notary public in and for said county, personally appeared Veron J. Brown and Fred M. Greenstreet, in me known to be the persons who executed the foregoing Quit Claims Deed, who, being by me duly sworn, did say that they are the chairman and a member, respectively, of the State Land Office Board, a public corporation, and that the seal affixed to said instrument is the corporate seal of said board, and that said instrument was signed and sealed by the authority of said board in behalf of said board acting for and on behalf of the State of Michigan, and the said Veron J. Brown and Fred M. Greenstreet acknowledged said instrument to be the free act and deed of said board acting for and on behalf of the State of Michigan, and the free act and deed of said board acting for

R. Wallace
 Notary Public, Ingham County, Michigan
 Residence, N. H. 10110

My commission expires April 4, 1941

DEED

STATE OF MICHIGAN
 RECEIVED BY STATE LAND OFFICE BOARD
 MAY 10 1940

REGISTERED FOR RECORD THE
 DAY OF DEC 20 1940 A. D. 19
 at 12 o'clock P.
 and recorded in Liber 283368 Page 100
 of Book, on page 100
100

10070

EXHIBIT B: PROJECT DESCRIPTIONS



City of Plymouth – Recreation Department

Project Description for Wayne County Parks Millage Allocation

County Fiscal Year 2019 / 2020

Don Massey Field LED Lighting Retrofit

Project:

Don Massey Field is a community ball diamond used for adult softball, youth baseball and youth softball. The diamond was created by the City of Plymouth in the early 1970's. In the late 1970's to early 1980's, a metal halide lighting system was installed to allow for expanded nighttime use. Currently, the diamond is used six days a week during the Spring and Summer with additional use in the Fall for the youth soccer program that utilizes the outfield turf for small sided games.

Over the decades, metal halide lighting was the most common form of indoor or outdoor sport lighting. However, over the past five years, LED lighting has evolved to the point that it is much more reliable, cost efficient and offers a low maintenance option for public projects.

In order to capitalize on this advancement in technology, we would like to pursue every possible avenue to replace older metal halide and incandescent lighting with LED lighting options.

Purpose:

The main objective of the project is to create an improved and safer play environment for all program participants thru better event lighting. Since we currently have limited funding, we would like to complete the diamond's infield light poles in two stages. Stage one to be completed in Spring 2020 and stage two to be completed in Spring 2021.

Purchasing and Funding:

The budget number used for the LED lighting upgrade retrofit for the third base side of the diamond, as listed in the attached quote is \$18,300.00. If the final project cost does come in above the allocated \$16,926.00, that amount will be absorbed by the City Recreation Department.

If LED lighting project costs come in below the allocated \$16,926.00, we would like to use the balance to help fund the purchase infield soil conditioner to also improve the playing surface for the participants. The quote for five pallets of the infield soil conditioner is also attached.

All purchasing will follow currently adopted City of Plymouth purchasing procedures including approvals required by the City of Plymouth Commission by resolution.

EXHIBIT C: SIGNAGE SPECIFICATIONS



WAYNE COUNTY MEMORANDUM PARKS DIVISION

SIGN SPECIFICATIONS

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

- Sign size: 48" x 30" 3/4" marine grade plywood
- Sign is to be one sided. Two sided is optional
- To be cut with "Carriage" style top...ie arched. (optional)
- Color options up to you; 1,2,3 or 4 color...its totally up to you; of course more colors more cost involved.
- Font should be traditional styles ie Helvetica, Aerial, Times New Roman something standard.
- Include County Logo , County Executive and Commissioners bottom left
- Include City Logo , Mayor and City Council bottom right
- Parks and Rec Logo above project name.
- We suggest using 3M Reflective Adhesive water proof vinyl. Painting is optional
- Vertical posts shall be 4 x 6" weather proof timbers routed on 4" side to accommodate the sign. Staining of posts optional
- Bury post minimum of 42" into ground and backfill with dirt and compact. Concrete footing is optional
- Bottom of sign shall be 2ft. min above grade.
- Sign will be secured to posts with flat head Galv. wood screws (approx. #10) 2 per post. (min)
- Proof to be provided of final design prior to fabrication & Installation

We are pretty flexible on fabrication and colors as long as it looks generally like the sign I attached. If you have any questions please give me a call.

Exhibit D: INSURANCE COVERAGES

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

Commercial General Liability (CGL)

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

Umbrella or Excess Liability

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

Automobile Liability

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

Workers' Compensation

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

Professional Liability (if Design/Build)

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

Builder's Risk (Course of Construction)

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

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

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

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

insurance limits for the duration of this Agreement.

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

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

Claims-made Policies

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

1. The retroactive date must be shown and must be before the date of this Agreement or the date the Contractor starts to perform the services.
2. Insurance must be maintained and evidence of insurance must be provided for at

least five (5) years after completion of this Agreement.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to this Agreement's effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

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

Surety Bonds

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

RESOLUTION

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

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

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

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

NOW THEREFORE BE IT RESOLVED THAT The City Commission of the City of Plymouth does hereby
authorize the Mayor to execute the documents titled Agreement between the County of Wayne and
the City of Plymouth for Improvements to lighting system at Don Massey Field. This agreement is to
have the County provide \$16,926.00 to assist the City with those improvements.



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 - Western Wayne County Special Operations Team WWCSOT Annual Fee 01-06-20.docx
Date: January 2, 2020
RE: Authorization for Payment to Western Wayne County Special Operations Team

Background

The City Commission may be aware that the City participates in a consortium of different police agencies in what is known as the Western Wayne County Special Operations Team (WWCSOT). This team is specially trained and equipped to respond to high risk incidents where SWAT or Hostage Negotiators may be needed.

The City has been participating with WWCSOT for many years. Each year the group determines a participation fee for the various agencies in the organization. This year the fee is set at \$7,000 and this is the same fee as it was last year. In addition to the participation fee the communities will provide additional support to the team by assigning members to the team. For example, communities with larger populations are required to have more people assigned to the team than we do. We are required to have one officer assigned to either SWAT or Hostage Negotiations. Then that officer participates in team training and team call outs in addition to their regular patrol duties here in Plymouth.

While we typically do not have high risk incidents which necessitates a call out of the WWCSOT, it is good to know that we have a team available and ready to respond.

We have also attached a memorandum from Chief Cox which will provide further background on this matter.

RECOMMENDATION:

The City Administration recommends that the City Commission authorize the payment to the Western Wayne County Special Operations Team as presented.

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

PLYMOUTH POLICE DEPARTMENT MEMORANDUM

TO: PAUL SINCOCK, CITY MANAGER
FROM: A.L. COX, DIRECTOR OF PUBLIC SAFETY *g.l. Cox*
SUBJECT: WESTERN WAYNE COUNTY SPECIAL OPERATIONS TEAM ANNUAL MEMBER PARTICIPATION FEE
DATE: 1/2/2020

BACKGROUND

The Western Wayne County Special Operations Team (WWCSOT) is a consortium of eleven (11) member police jurisdictions. WWCSOT embodies a Special Operations Team (SOT) and a Crisis Negotiation Team (CNT). SOT can be described as a team of sworn police officers and medics that are specially trained and equipped to respond to high risk incidents that exceed the capabilities offered by standard police patrol response (e.g. hostage standoff, barricaded gunman, high risk warrant service). CNT is a team of sworn police officers specially trained to communicate/negotiate with individuals in crisis that pose an active significant threat to public safety. CNT members are more commonly referred to as Hostage Negotiators.

The framework and operating guidelines for the WWCSOT is provided in an Interlocal Agreement known as the WWCSOT Memorandum of Understanding. The Chief Executive Officer, Chief Law Enforcement Officer, and, if applicable, Fire Chief from each member jurisdiction has signed this document. Oversight for the WWCSOT is provided for by a Board of Directors that consists of the Chief Law Enforcement officer from each member jurisdiction. The position of Board Chairperson is rotated every two years.

The City of Plymouth was a founding member of the WWCSOT when it was originally established in 1986 and we have continued our membership for the last 34 years. As you can imagine, such a team requires ongoing extensive training in many specialized skills and techniques, as well as an inventory of specialized weapons and equipment. Examples of training and equipment include, but are not limited to: hostage rescue, explosive entry, sniper team, tactical emergency medical service, multiple lethal and non-lethal weapon systems, training and duty ammunition, Bearcat Armored Personnel Vehicle, throw-phones, tactical robots, and CBRN (Chemical, Biological, Radiological, Nuclear) Personal Protective Equipment.

This training and equipment can be very costly but is very necessary. In order to cover these costs, the WWCSOT Memorandum of Understanding requires that the team's operating budget is funded by an annual member participation fee set by the Board of Directors each year. The Participation Fee for 2020 is \$7000. It should be noted that this fee did not increase from 2019.

RECOMMENDATION

Participation in the WWCSOT benefits our department in many ways; from acting as a significant resource and force multiplier in a critical incident to providing very worthwhile training and instruction to department members that can be brought back and passed on to other officers. While it is not pleasant to imagine, a critical incident that exceeds the training capabilities offered by standard police patrol can happen on any day at any time. Continued membership in the WWCSOT provides immediate response and support to address such a threat. In order to comply with our responsibilities per the WWCSOT Memorandum of Understanding, I respectfully request that the City Commission authorize payment of \$7,000 for continued membership in the WWCSOT.

RESOLUTION

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

WHEREAS The City of Plymouth participates with the Western Wayne County Special Operations Team (WWCSOT) in an effort to secure the public health, safety and welfare, and

WHEREAS The City Commission did adopt the Memorandum of Understanding ensure the City's participation in the WWCSOT, and

WHEREAS The MOU requires that the City pay a participation fee each year.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the annual participation fee of \$7,000 for the WWCSOT. The funding for this authorization is covered in the Police Department General Fund Budget.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Saxton's Property Sale Purchase Agreement 01-06-20.docx
Date: January 2, 2020
RE: Purchase Agreement related to the Saxton's Property

Background

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

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

The developer is still working through final approvals at the public meetings of Planning Commission and Historical Commission. Once those approvals are in place the developer can then work on a final Planned Unit Development Agreement for the property, that will need to be approved by the City Commission.

The attached purchase agreement is the next step in the process. The developer has progressed to a point with preliminary approvals at Planning and Historical and purchase agreement would be contingent upon the developer receiving final approvals at Planning, Historical and the City Commission before closing.

The purchase price is \$1,013,760.00 for a portion of the site, to include basically the city owned properties along Maple Street as well as brick building on Ann Arbor Trail. This

agreement does not have effect on the small approximate 26' X 138' foot section of property near the west end of the Saxton's property that is privately owned by another individual.

Mayor Wolcott has been working with the City Attorney's Office on developing the attached agreement. We are providing the City Commission with an Attorney-Client Confidential Letter as a separate document. If members of the City Commission have specific questions, specifically related to the contents of the letter please feel free to contact Bob Marzano in advance of the meeting.

It is our understanding that Mayor Wolcott has also been keeping the Downtown Development Authority Board "in the loop" on the progress of this project. It is anticipated that money from the sale would be used for upgrades to the city's parking system.

Again, this purchase agreement cannot move to closing until all of the preliminary approvals from Planning and Historical move to final approvals and the City Commission enters into a Planned Unit Development (PUD) Agreement with the developer. While there are multiple paths that are currently in progress and running simultaneous, all parts will need to be completed prior to closing.

Recommendation

The attached Purchase Agreement between the City and Jewell Maple Development LLC has been reviewed by the City Attorney's Office and it will result in the sale of a portion of the property known as the Saxton's Property. There are several actions that need to move to final approvals prior to actual closing on the property.

We have attached a copy of the Purchase Agreement that the City Attorney's Office provided the Administration on December 30th. We have also prepared a proposed Resolution in accordance with the direction of the City Attorney's Office.

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

PURCHASE AGREEMENT

This Purchase Agreement (this "**Agreement**") is entered into by and between the City of Plymouth, a Michigan municipal corporation ("**City**"), whose address is 201 S. Main Street, Plymouth, Michigan 48170 and Jewell Maple Development, LLC ("**Buyer**"), whose address 101 N. Main Street, Suite 350, Ann Arbor, Michigan 48104 and effective as of the date last signed by the Buyer and Seller identified herein (the "**Effective Date**"). City and Buyer are referred to from time to time in this Agreement individually as a "**Party**" and, together, as the "**Parties**."

1. **Property Description; Sale.** City is the owner of certain real property located in the City of Plymouth, County of Wayne, and State of Michigan, the legal descriptions (or general depictions) of which are attached to this Agreement as Exhibit A-1 (collectively, the "**Jewell Building Property**") and Exhibit A-2 (the "**Residential Property**"). The Jewell Building Property and the Residential Property are sometimes referred to herein individually as a "**Property**" and collectively as the "**Properties**". The City agrees to sell and Buyer agrees to purchase the Properties, subject to and in accordance with the terms and conditions of this Agreement.

2. **Purchase Price.** The purchase price for the Properties is One Million Thirteen Thousand Seven Hundred Sixty and 00/100 Dollars (\$1,013,760.00) (the "**Purchase Price**"), which Purchase Price is allocated between the Properties as set forth on Exhibit B. Buyer will pay that portion of the Purchase Price allocable to each Property in full at the time of closing on the purchase and sale of the Properties (the "**Closing**"). The Deposit shall be applied to the sale of the Properties.

3. **Earnest Money Deposit.** Within three (3) business days after receipt of a fully executed Agreement, Buyer shall deposit Fifty Thousand and 00/100 (\$50,000) (the "**Deposit**") with the Title Company (defined below). Upon Closing, the Deposit shall be applied to the Purchase Price, otherwise the Deposit shall be disbursed as contemplated by this Agreement. The Deposit shall be refundable to the Buyer except as specifically in Section 14(a) of this Agreement.

4. **Due Diligence Period.** Buyer has the right to conduct a due diligence review for a period beginning on the Effective Date and ending on the date which is sixty (60) days thereafter ("**Due Diligence Period**"), to satisfy Buyer that the Properties can be used for Buyer's intended purposes, including, but not limited to, the right to inspect the Properties, perform environmental investigations, property conditions reports, and a survey of the Properties (the "**Survey**"). If Buyer elects to terminate this Agreement, for any reason as determined in its sole discretion, at any time on or before the expiration of the Due Diligence Period, Buyer will deliver a written notice of its election to terminate to City, whereupon the Deposit shall be returned to Buyer, and this Agreement shall thereupon terminate. Thereafter, neither City nor Buyer shall have any further rights or obligations under this Agreement. If Buyer fails to deliver such written notice on or before the expiration of the Due Diligence Period or any extension thereof, this Agreement shall continue in accordance with its terms. In the event Buyer's due diligence results in a determination that additional environmental investigation is necessary, for example the requirement of performing a Phase II environmental site assessment, air quality assessment or other further environmental testing ("**Additional Environmental Investigation**"), Buyer may

extend the Due Diligence Period for an additional sixty (60) days (**the “Due Diligence Extension”**) by written notice to City given prior to the expiration of the initial sixty (60) day Due Diligence Period, as to only those actions needed to perform and identified by Buyer in said written notice. If Buyer exercises the Due Diligence Extension, then any reference in this Agreement to the Due Diligence Period will include the Due Diligence Extension. Any environmental condition not noted in the notice regarding the Additional Environmental Investigation and all other due diligence shall be deemed complete and accepted by the Buyer as satisfactory upon completion of the initial sixty (60) day Due Diligence Period.

5. **Title.** Buyer shall obtain, at the City’s cost and expense, a title insurance commitment (**“Title Commitment”**) for an owner’s fee policy of title insurance (the **“Owner’s Title Policy”**), without standard exceptions (ALTA Policy Form B-1992) issued by Liberty Title (the **“Title Company”**) insuring marketable, fee simple title subject only to the recorded exceptions contained therein, in the amount of the Purchase Price, naming the Buyer as the party to be insured together with copies of all instruments of record listed in the Title Commitment. The Buyer may, at Buyer’s cost and expense, request such endorsements to the title policy and such “insuring over” of title encumbrances and exceptions by the Title Company as the Buyer shall deem necessary or desirable. The City shall cooperate with the Buyer in obtaining such endorsements and “insuring over,” provided, however, the City shall have no obligation (except for providing the standard seller’s affidavit) to incur any additional costs and expenses, obligations or liabilities in connection with such endorsements required by Buyer to the title policy or any other title matters other than: (a) the discharge of liens capable of being discharged by the payment of money, or (b) “insuring over” or similar endorsements necessary to cure defects in title to permit the City to convey marketable fee simple title to the Buyer, but only to the extent such defects are not placed against the Properties by or arising out of the acts of Buyer or its agents. The legal description reflected in the Title Commitment shall be the description of each Property used for the Deed given at Closing.

The Buyer shall have a period of thirty (30) days (the **“Title Examination Period”**) from and after the its receipt of the Title Commitment and copies of all instruments of record listed in the Title Commitment to approve or object to the condition of title disclosed in the Title Commitment or Survey as determined by the Buyer, in its reasonable discretion (**“Title Defects”**). If the Buyer provides the City with written notice of Title Defects prior to the expiration of the Title Examination Period, the City shall within fifteen (15) days after such written notice (the **“Cure Period”**): (a) notify Buyer of its intent to remedy the Title Defects, (b) notify Buyer of its intent to insure over the Title Defects, or (c) provide the Buyer with written notice that the City will not remedy such Title Defects. If such Title Defects are not remedied or insured over by the City to Buyer’s satisfaction, or such notice of refusal to remedy such Title Defects is given by the City to the Buyer during the Cure Period, then the Buyer, at its option to be exercised within fifteen (15) days of the expiration of the Cure Period, may either (i) terminate this Agreement at which time the Buyer and the City shall be relieved of any further liability under this Agreement, and the Deposit shall be returned to the Buyer, or (ii) waive such Title Defects by written notice to the City (provided that unless the Buyer elects to waive such Title Defects it will be deemed to have elected to terminate this Agreement in accordance with the clause (i)).

The Title Commitment shall be updated for the Closing and in the event such updated Title Commitment (**“Updated Title Commitment”**) discloses any new exceptions or conditions

not caused by the Buyer to title rendering a Property unsatisfactory as determined by the Buyer in its reasonable discretion (“*New Title Defects*”), the Buyer shall have the option of either granting the City additional time in which to remedy or insure over the New Title Defects or waiving such New Title Defects or terminating this Agreement by written notice to the City on or before the Closing Date, in which event the Buyer, the City shall have no further liability under this Agreement and the Deposit shall be returned to the Buyer.

6. Buyer’s Access to the Properties. During the Due Diligence Period and Entitlement Period (as defined below), Buyer, its agents, employees, licensees and contractors, shall have the right to enter onto the Properties upon reasonable prior notice to the City to conduct such investigations, studies and tests on the Properties and the land, buildings and structures thereof as Buyer may elect. All of Buyer’s activities on the Properties shall comply with all laws, rules, regulations and applicable safety protocols. City shall not incur any costs with regard to the Buyer’s investigation of the Properties. City shall not be liable for any damage, loss, or injury caused by Buyer and Buyer shall indemnify, defend and hold harmless City, its directors, employees, agents, officers, trustees, and officials, from any and all claims, demands, actions or causes of action, for any and all damages or injuries, including attorneys’ fees arising out of the Buyer’s entry upon the Properties. Buyer shall not, however, indemnify, defend or hold harmless City, or their respective directors, employees, agents, officers, trustees, officials, for any losses, damages, expenses or claims arising from the mere discovery by Buyer of conditions at, on, in or under the Properties that existed prior to Buyer’s entry onto the Properties. Buyer shall maintain insurance coverage in amounts reasonably acceptable to the City for due diligence activities of Buyer, naming City as an additional insured on such policy and a certificate of insurance consistent with such requirements shall be submitted to the City prior to Buyer’s entering the Properties. If Buyer elects to terminate this Agreement prior to Closing, Buyer shall repair any damage to the Properties caused by Buyer, its agents, employees, licensees or contractors to its condition on the date that Buyer first entered the Properties, within fifteen (15) days of its termination (provided such time period will be reasonably extended if additional time is necessary to repair such damage and Buyer has diligently commenced and pursued such repairs), and the Deposit shall not be released to Buyer until such damage is repaired to City’s satisfaction.

7. Development Matters.

(a) Entitlements. Provided that Buyer has not terminated this Agreement pursuant to Section 4 herein, Buyer shall have a period of either (a) ninety (90) days from the expiration of the Due Diligence Period if Buyer has exercised its right to the Due Diligence Extension or (b) one hundred fifty (150) days from the expiration of the Due Diligence Period if Buyer has *not* exercised its right to the Due Diligence Extension (either such period, the “*Entitlement Period*”) to obtain from all federal, state, county, and local governmental bodies with authority over the Properties (“*Governmental Authorities*”) including, without limit, (i) all authorizations or permits to construct, and use the Properties in the manner contemplated by the Buyer, (ii) final site plan approval, (iii) such baseline environmental assessments as may be indicated based on environmental site assessments, (iv) grants, tax incentives, agreements, brownfield agreements and financing inducements as Buyer may deem necessary, (v) approvals and authorizations of the City Commission of Plymouth, the Planning Commission of Plymouth, Historic District Commission, including an appropriate Certificate of Appropriateness and Notice to Proceed, (vi) lot splits and/or combinations necessary to achieve separate tax parcels for the Jewell Building

Property and Residential Property, (vii) zoning and land use approvals, inclusive of any PUD approvals, together with any required planned unit development agreement, and (viii) all other governmental approvals and licenses required for Buyer to commence and complete the development of a Property in accordance with this Agreement and the "Planned Unit Development Agreement" (as defined below) and as contemplated by the Buyer (the items described in provisos (i) through (viii) above are sometimes hereinafter collectively referred to as the "**Entitlements**"). The City shall reasonably cooperate with Buyer in obtaining the Entitlements from third parties and join in such applications, petitions or documents which may be reasonably requested by Buyer in connection with the Entitlements at no cost to the City. If Buyer has exercised commercially reasonable efforts and diligently attempted to obtain the Entitlements, but has not been able to do so, Buyer may extend the Entitlement Period for one (1) additional thirty (30) day period by written notice to City. However, to effectuate such thirty (30) day period extension of the Entitlement Period, the Buyer shall detail in writing those Entitlements that have not been secured, shall confirm in writing to the City those Entitlements that have been secured and confirm that such Entitlements so secured are acceptable and Buyer shall pay to the Title Company an additional sum of Ten Thousand Dollars (\$10,000.00) as a non-refundable deposit, which shall be applied to the Purchase Price at Closing or forfeited to the City if the Buyer does not close on the purchase of the Properties (unless such failure is due to the City's breach of this Agreement). If Buyer is not able to obtain all of the Entitlements prior to the expiration of the Entitlement Period, as the same may be extended, or Buyer is not satisfied with any of the conditions contained in such Entitlements, Buyer may terminate this Agreement whereupon the Buyer and the City shall be relieved of any further liability under this Agreement, and the Deposit shall be returned to the Buyer. Notwithstanding the foregoing, nothing hereunder in this subsection (a) or in this Agreement shall limit or impair, in any way, the City, the City Commission, the Planning Commission, the Historic District Commission or any other City board or commission from making and issuing decisions, in its sole and unfettered discretion, on applications or requests of the Buyer to the City in connection with its planned use of the Properties or in negotiating and entering into a Planned Unit Development Agreement. The Buyer expressly acknowledges and agrees that no such decision or any conditions accompanying such decision or failure to enter into a Planned Unit Development Agreement shall be considered a default under this Agreement. Buyer retains the ability to appeal any such decision as provided in law or under City ordinance.

(b) Development Agreement. During the Entitlement Period, the City and the Buyer shall negotiate a form of Planned Unit Development Agreement (*the "Planned Unit Development Agreement"*) outlining the terms and conditions relative to the preservation of the historic building located on the Jewell Building Property and the demolition of the existing residences and construction of the ten (10) contemplated townhomes on the Residential Property, with the Parties anticipate will be consistent with the site plans and other plans the Buyer has submitted to the City prior to the Effective Date of this Agreement.

(c) Access Easements. During the Entitlement Period, the Buyer and the City would also negotiate and finalize access non-exclusive easements that (i) provide the City with access to the parking lot from Deer Street through property owned by the Buyer (or as of the date of this Agreement an affiliate of the Buyer) and, (ii) provide the Buyer with access from Ann Arbor Trail through the parking lot property in order to access the Jewell Building Property and from Deer Street to access the Residential Property. These non-exclusive easements would be detailed

in the Planned Unit Development Agreement and are generally depicted on Exhibit C. The Buyer and the City agree that the cost of installation and future maintenance of (i) that portion of the access drive running generally easterly from Deer Street shall be paid solely by and borne by the Buyer and (ii) that portion of the access drive running generally south of W. Ann Arbor Trail will be paid solely by and borne by the City. As part of the finalizing such access, non-exclusive, easements, Buyer would, subject to agreeing on a Planned Unit Development Agreement that incorporates the terms of this paragraph, Buyer would convey (or cause it affiliate to convey) to the City that portion of the proposed access easement currently owned by Buyer or Buyer's affiliate that is immediately adjacent to Deer Street. Such conveyance by Buyer shall be in a form acceptable to the City and at no cost to City (including survey and title insurance), except City shall process the lot change request at no charge to Buyer upon submission of the required application by Buyer.

(d) Intentionally Omitted.

(e) Proration of Taxes and Assessments. The Properties are owned by the City, and are not currently subject to real property tax liability. All taxes and assessments (including special assessments) effecting the Properties shall become a lien after the Closing Date and shall be paid by the Buyer. All installments of special assessments levied against the Properties after the Closing Date shall be paid by the Buyer.

(f) Condition of the Property. The Buyer acknowledges that during the Due Diligence Period it will have the opportunity to investigate the condition of the Properties. The Buyer acknowledges and agrees that it will either exercise and/or waive such opportunity and the Buyer agrees not to make any claims against the City in connection with such investigation. The Buyer makes the following further agreements and acknowledgements:

(i) that it is responsible for making and will be granted the opportunity during the Due Diligence Period to make all investigations (above ground and below ground) deemed necessary by the Buyer to determine whether the Properties: (1) contain any toxic or hazardous waste or materials (as regulated by federal, state or local laws); (2) contain wetlands or is subject to adverse conditions; (3) contain adequate soil conditions; (4) are in satisfactory condition; and (5) are suitable for the Buyer's intended use;

(ii) that the City has made no representation or warranty of any kind with regard to the condition, above or below ground, of the Properties or the buildings thereon;

(iii) that it is purchasing the Properties "as is; where is";

(iv) that it waives any right to bring any claim against the City of any nature whatsoever with regard to the physical condition of the Properties; and

(v) that upon transfer of title, the Buyer assumes all responsibility for any damages arising from an event or occurrence after the Closing caused by the physical conditions existing on the Properties as of the Closing Date.

The City shall assign to the Buyer, any claims it has against third parties for such damages arising from an event or occurrence after the Closing based upon the physical conditions existing on the Development Parcel as of the Closing Date.

9. Representations and Warranties of Buyer. To induce City to enter into this Agreement, Buyer makes the following representations and warranties, which are true and correct in all material respects as of the Effective Date and on the date of Closing (the "**Closing Date**"):

(a) Authority. Buyer is authorized and permitted to enter into this Agreement and to perform all covenants and obligations of Buyer hereunder and Buyer's right to execute this Agreement is not limited by any other agreements. The execution and delivery of this Agreement, the consummation of the transaction described herein and compliance with the terms of this Agreement will not conflict with, or constitute a default under, any agreement to which Buyer is a party or by which Buyer is bound or violate any regulation, law, court order, judgment, or decree applicable to Buyer. This Agreement is legally binding on and enforceable against Buyer in accordance with its terms.

(b) No Bankruptcy. There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings under the Bankruptcy Code, 11 U.S.C. §101, et seq., or under any other debtor relief laws pending or threatened against Buyer.

(c) Existence. Buyer has been duly organized, is validly existing and is in good standing and is qualified to do business in the State of Michigan. This Agreement is, and all documents executed by Buyer and delivered to City at the Closing will be duly authorized, executed, and delivered by Buyer.

(d) No Consent. No other action by Buyer, no consent, approval, order or authorization of any person or entity that is not a party to this Agreement, and no permit, consent, approval, declaration or filing with any governmental authority (other than the Entitlements) is required for Buyer to execute and deliver this Agreement or perform the transaction contemplated herein.

(e) No Defaults. Neither Buyer nor its members, to the best of Buyer's knowledge, is in default of any obligation to the City, including, but not limited to, the payment of real property taxes, as required by Section 5.17(a) of the City Charter.

(f) Financing. The Buyer has the capability of securing the financing necessary or through its own private resources to meet all of its financial obligations created under this Agreement and as stated in the Planned Unit Development Agreement.

The representations and warranties of Buyer set forth above and elsewhere in this Agreement will survive Closing for a period of twelve (12) months (the "**Survival Period**") and unless the City brings a claim based on a breach of the Buyer's representations and warranties prior to the Survival Period any such claim shall be barred.

10. City Representations and Warranties. To induce Buyer to enter into this Agreement, City makes the following representations and warranties, which will be true and correct in all material respects as of the Effective Date and on the date of Closing:

(a) No Agreements. City has not entered into and has no knowledge of any agreements to sell, options, rights of first refusal, or obligations to sell the Properties, or any agreements binding on City or the Properties other than this Agreement, and the Properties are not subject to any leases or other agreements that permit occupancy by any third party except as stated in Section 10(d) below. City will not enter into any of the foregoing agreements while this Agreement remains in effect.

(b) Authority. City has and will have on the Closing Date the power and authority to sell the Properties to Buyer and perform its obligations in accordance with the terms and conditions of this Agreement, and each person who executes this Agreement and all other instruments and documents in connection herewith, has or will have due power and authority to so act.

(c) No Conflict. Neither the execution, delivery, performance of or compliance with this Agreement and all other documents contemplated hereby, nor the conveyance of all of City's right, title and interest in and to the Properties as herein contemplated will (i) violate or conflict with City Charter, (ii) result in any breach or violation of, or be in conflict with, or constitute a default under, any indenture, contract, agreement, instrument, judgment, decree, order, or award binding on City or to which City is a party, or affecting or binding on the Properties, or (iii) violate or conflict with any governmental statute, law, ordinance, rule, regulation, order, judgment or directive.

(d) Leases. The City has leased portions of the Jewell Building Property to three (3) tenants as listed on Exhibit D attached. The City shall be responsible for all tenancies being ended prior to Closing and all costs, expenses and liabilities relating to such leases and termination thereof.

The foregoing representations shall survive the Closing for the Survival Period and unless the Buyer brings a claim based on a breach of the City's representations and warranties prior to the Survival Period any such claim shall be barred.

11. Conditions to Closing.

(a) The obligation of Buyer to consummate the purchase and sale of a Property is expressly conditioned upon the following:

(i) Title. The Title Company shall have irrevocably agreed to issue the Owner's Title Policy, as approved by Buyer, for each Property and Buyer has not terminated this Agreement pursuant to Section 5 hereof.

(ii) City Representations. The City's representations, warranties and agreements contained herein are and shall be true and correct as of the Closing Date.

(iii) Entitlements. The Entitlements for each Property shall be obtainable without challenge or appeal, subject only to Buyer's acquisition of each Property.

(iv) City Obligations. The City shall have performed its obligations under this Agreement in all material respects.

(v) Due Diligence. The Due Diligence Period has expired without Buyer delivering a Buyer's termination notice.

(vi) Permits, Plans and Construction Documents. Buyer shall have obtained any and all licenses, approvals and permits (including building permits) necessary for the development of and construction on the Properties. Moreover, all plans and construction documents have been delivered to the City.

(vii) Investigative Reports. The Buyer shall provide the City with all investigative reports regarding the Properties.

(viii) Development Agreement. The City and Buyer have entered into a Planned Unit Development Agreement, which has been fully executed by the parties. The City shall not be in default of the Planned Unit Development Agreement and has complied in all material respects with said Agreement's terms and conditions.

(b) The obligation of City to consummate the purchase and sale of a Property is expressly conditioned upon the following:

(i) Buyer Representations. The Buyer's representations, warranties and agreements contained herein are and shall be true and correct as of the Closing Date.

(ii) Buyer Obligations. The Buyer shall have performed its obligations under this Agreement in all material respects.

(iii) Investigative Reports. The Buyer shall provide the City with all written investigative reports prepared by third parties regarding the Properties.

(iv) Development Agreement. The City and Buyer have entered into a Planned Unit Development Agreement, which has been fully executed by the parties. The Buyer shall not be in default of the Planned Unit Development Agreement and has complied in all material respects with said Agreement's terms and conditions.

12. Closing Date. The Closing of the transfer of the Properties to the Buyer shall occur on a date agreed upon by the Parties within thirty (30) days after the expiration of the Entitlement Period, but in no event prior to the date that all of the conditions precedent set forth in Section 11(a) have been satisfied or otherwise waived in writing by the Buyer or the date that all of the conditions precedent set forth in Section 11(b) have been satisfied or otherwise waived in writing by the City ("**Closing Date**"). The foregoing notwithstanding, in the event the Buyer is able to secure approval, or Buyer otherwise waives in writing, of all Entitlements prior to the expiration of the Entitlement Period (subject only to Buyer's purchase of the Property), Buyer shall have the right, upon not less than thirty (30) days prior written notice, to proceed to

Closing, and the date so elected shall be deemed the Closing Date for the purposes of the this Agreement.

13. Closing. The City and the Buyer shall complete the Closing on the Closing Date. The Closing shall occur in escrow at the offices of the Title Company. The City shall convey to the Buyer, by 1 or more Covenant Deeds (collectively, the "*Deed*") generally in the form attached as Exhibit E, fee simple title to each Property being purchased subject to all restrictions of record, easements, building and use codes, regulations and restrictions, zoning ordinances, encroachments, exclusive, however, of any of the foregoing that City is required to remove pursuant to Section 2 hereof and real estate taxes and special assessments not yet due and payable (collectively, "*Permitted Restrictions*"). The Buyer shall be entitled to sole and exclusive possession and occupancy of each Property at the time of Closing, free and clear of all tenancies, occupancies, or all other rights to possession. For avoidance of doubt, any easements of record created after the date of this Agreement by the City shall be subject to approval by the Buyer, in its reasonable discretion.

The City shall pay the cost of recording any curative instruments, the cost of any applicable transfer taxes, the cost of the Owner's Title Policy (except the cost of any title endorsements sought by the Buyer), and one-half of the cost of any escrow or closing fees. The Buyer shall pay the cost of any title endorsements sought by the Buyer, the cost of recording the Deed (defined below), and one-half of the cost of any escrow or closing fees. Each Party shall pay its own legal fees, provided however, Buyer agrees to pay Ten Thousand and 00/100 Dollars (\$10,000,000) toward the City's legal fees at Closing.

It is the intent of the City and Buyer that the conveyance of the Property by Covenant Deed to the Buyer shall be fee simple determinable, with the City retaining a possibility of reverter, which shall automatically ripen into a fee simple interest in the City upon failure of the Buyer to commence construction of the project (the "*Construction Commencement Date*") as and when required by the Planned Unit Development Agreement due to Buyer default, which shall be no later than one (1) year following final approval of the Planned Unit Development (subject to extensions as stated in Plymouth Ordinance Section 78-316(b)); (a "*Reversion Event*"). Upon the occurrence of a Reversion Event, the City shall provide the Buyer with written notice ("*Reversion Default Notice*") that it intends to record a notice with the Wayne County Register of Deeds (which notice shall be in accordance with MCLA § 565.451(a)), confirming the reversion of the Properties to the City due to Buyer's default ("*Reversion Notice*"), unless the Buyer's default is cured within ten (10) business days after the Reversion Default Notice. If the Buyer's default is not cured within ten (10) business days after the Reversion Default Notice, the City shall be entitled to record the Reversion Notice. Upon the occurrence of a Reversion Event, which is not cured within ten (10) business days after the Reversion Default Notice: (i) fee simple title to the Properties shall automatically revert in the City without the need for any action by the City or the Buyer and without need for execution and delivery of any deed or any document; and (ii) the City shall refund to the Buyer within sixty (60) days after the Reversion Default Notice the amount of the Purchase Price less the reasonable cost incurred by the City in securing and readying, including demolition of site improvements (if appropriate), the Properties for sale. The recording of the Reversion Notice by the City shall provide record notice of the Reversion of the Properties to the City. The reversionary interest of the City shall be released upon the execution and delivery of a Project Commencement Certificate, as provided for in the Planned Unit Development Agreement, which the City agrees

to promptly provide upon project commencement in accordance with the Planned Unit Development Agreement.

14. Default.

(a) Buyer Default. In the event of a default by Buyer under this Agreement and such default continues for a period of 10 days following Buyer's receipt of written notice from the City (provided no notice and cure period will be provided if the default is due to the failure to timely attend Closing), the City shall have the right, as its sole and exclusive remedy, to terminate this Agreement by providing written notice of termination to Buyer and to retain the Deposit. City and Buyer agree that (i) it would be impractical and extremely difficult, if not impossible, to fix actual damages that would be suffered by City as a result of a breach of this Agreement by Buyer; and (ii) retaining the Deposit as liquidated damages is a fair and reasonable amount to be retained by City in light of City's removal of the Properties from the market, the costs incurred by City, and the right to negotiate the exclusive acquisition and development rights with the City and shall not constitute an unlawful penalty or unlawful forfeiture.

(b) City Default. In the event of a default by the City under this Agreement, and such default continues for a period of 10 days following City's receipt of written notice from the Buyer (provided no notice and cure period will be provided if the default is due to the failure to timely attend Closing) Buyer shall have the right to (i) specifically enforce the obligations of the City under this Agreement, or (ii) pursue all other remedies available to Buyer at law or in equity.

(c) Non-Liability of City Officials and Employees. No City official, officer, employee, board member (including, but not limited to, members of the City Commission, Planning Commission and Historic District Commission), commission member, elected or appointed official, attorney, consultant, advisor, agent or representative shall be personally liable to the Buyer for any default or breach by the City of any obligation under this Agreement or in any manner arising out of the performance of this Agreement by any party or in rendering any decision on any application or request of the Buyer.

15. Brokerage. City represents that it has not employed a broker and/or real estate agent in connection with the transactions contemplated by this Agreement. Buyer has engaged the services of Leo D. Gonzalez of CRS-Commercial Real Estate Services and Buyer will be solely responsible for paying any fees payable to CRS-Commercial Real Estate Services pursuant to a separate agreement. Each party agrees to indemnify, defend, and hold the other harmless from and against any claims for real estate broker's fees or any compensation sought in connection with the transactions contemplated by this Agreement.

16. Notice. Except as otherwise expressly provided herein, all notices and communications hereunder must be in writing and will be received on the same day when hand-delivered, 3 business days after being sent by first class mail, 1 business day after sent by national overnight courier. Notice to the City shall be provided to:

To the City:

City of Plymouth
Attention: _____
201 S. Main Street,
Plymouth, Michigan 48170

With a copy to:

Plunkett Cooney
Attention: Dennis G. Cowan
38505 Woodward Ave., Suite 100
Bloomfield Hills, Michigan 48304

To Buyer:

Jewell Maple Development, LLC
Attention: Michael J. Ferrantino
101 N. Main Street, Suite 350
Ann Arbor, Michigan 48104

With a copy to:

Kerr Russell & Weber, PLC
Attention: Kevin T. Block
500 Woodward Ave, Suite 2500
Detroit, Michigan 48226

17. Miscellaneous.

(a) **Severability.** If any one or more of this Agreement's provisions is/are held invalid or unenforceable in any respect, all other provisions will remain valid and enforceable as stated in this Agreement.

(b) **Integration; Modification.** This Agreement contains both City's and Buyer's entire intentions and understandings in regard to the sale of the Properties. This Agreement supersedes any prior agreements, whether written or oral. City and Buyer may modify this Agreement only in a writing signed by both Parties. Any such modifications will become part of this Agreement by incorporation.

(c) **Governing Law; Jurisdiction; Venue.** This Agreement is governed by applicable Michigan law. The Parties agree, consent, and submit to the personal jurisdiction of any competent court in Wayne County, Michigan for any action brought against it arising out of this Agreement. The Parties also agree that each will not commence any action against the other because of any matter whatsoever arising out of or relating to the validity, construction interpretation, and enforcement of this Agreement, in any courts other than those in the Wayne County, Michigan.

(d) **Binding Effect.** This Agreement will be binding on the heirs, devisees, legal representatives, claimants, successors, and assignees of the Parties. The Buyer will have the right to assign this Agreement to one or more affiliates, as well as designate one or more affiliates to take title to either of the Properties by way of the Deed provided at Closing. Until such time as

this Agreement is signed and delivered by the City to Buyer, the Buyer will be entitled to revoke the offer and agreements contained herein upon written notice to the City.

(e) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original document but together shall constitute one instrument. A signed copy of this Agreement 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 Agreement.

(f) **Waiver.** No waiver by either Party of any of its rights or remedies hereunder or otherwise will be considered a waiver of any other subsequent right or remedy. Except as expressly provided herein, no waiver by either Party of any of its rights or remedies hereunder or otherwise will be effective unless such waiver is evidenced in a written instrument executed by the waiving Party.

(g) **Dates.** If any date herein set forth for the performance of any obligations of City or Buyer, or for the delivery of any instrument or notice as herein provided, should be on a Saturday, Sunday, or legal holiday, the compliance with such obligations (or such delivery, as the case may be) will be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

(h) **Force Majeure.** In the event either Party is delayed or prevented from performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, severe weather, governmental delays or strikes, restrictive governmental laws or regulations, riots, insurrection, war or any other reason beyond the reasonable control of such party, then the performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the delay.

[Signatures commence on following page]

The City and Buyer have caused this Purchase Agreement to be executed as of the dates set forth below.

CITY OF PLYMOUTH,
a Michigan municipal corporation

Dated: _____

By: _____

Name: _____

Title: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

This Agreement was acknowledged before me on _____, 20__, by _____, the _____ of the City of Plymouth, a Michigan municipal corporation.

Signature of Notary

Printed name of Notary

Notary Public,

State of Michigan, County of: _____

My commission expires: _____

Acting in the County of: _____

JEWELL MAPLE DEVELOPMENT, LLC,
a Michigan limited liability company

Dated: _____

By: _____

Name: Michael Ferrantino

Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

This Agreement was acknowledged before me on _____, 20__, by Michael Ferrantino, the Manager of Jewell Maple Development, LLC.

Signature of Notary

Printed name of Notary

Notary Public,

State of Michigan, County of: _____

My commission expires: _____

Acting in the County of: _____

Signature page 2 of 2 of the Purchase Agreement between City and Buyer

[Remainder of page intentionally left blank]

EXHIBIT A-1

The Jewell Building Property

(see attached)

EXHIBIT A-2

The Residential Property

(see attached)

EXHIBIT B

Purchase Price Allocation

Jewell Building Property: \$345,000

Residential Property: \$668,760

EXHIBIT C
Access Easement Drawing
(see attached)

EXHIBIT D

Current Tenants

- 1) Little Sprouts, LLC
- 2) Royalty Seats, Inc.
- 3) Robert Woods

EXHIBIT E
Covenant Deed
(see attached)

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RESOLUTION

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

- WHEREAS The City owns certain property for public parking that is commonly known as The Saxton's Property, and
- WHEREAS There have been a number of proposals and plans for the property from those Proposed by the City and those proposed by private developers, and
- WHEREAS The City, after seeking proposals and developing their own proposals did enter Into an exclusive Letter of Intent with a single developer, and
- WHEREAS That developer has expended considerable funds in the development of their For the redevelopment of a portion of the site, and
- WHEREAS The developer has achieved preliminary approvals from the City's Planning Commission and Historical Commission, and
- WHEREAS The developer and the city are now at a point to move to a Purchase Agreement For a portion of the property that is owned by the City, and
- WHEREAS The final sale of the property would be contingent upon the developer obtaining Final Site Plan approval from the Planning Commission and final Historical Commission approval, as well as a Planned Unit Development Agreement with the City Commission.

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

BE IT FURTHER RESOLVED THAT this agreement shall not take effect until Final approvals from the City Planning Commission and City Historical Commission are obtained, and in addition that a final Planned Unit Development Agreement between the City and the developer is completed.



Administrative Information

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 - Establish Ruth Whipple Award for Civic Engagement 01-06-20.docx*
Date: January 2, 2020
RE: Establishment of Ruth Whipple Award for Civic Engagement

It is my understanding that there is interest on the City Commission to create the Ruth Huston Whipple Award for Civic Engagement. It is the Administration's Understanding that this was a joint effort of Commissioner O'Donnell and Ellen Elliot. The purpose of the award is to annually honor a community member that has positively impacted the quality of life in the City.

Based on the information that the Administration has been given on this matter, it seems to be very similar to the Kiwanis Plymouth Community Hall of Fame that is at the Plymouth Cultural Center. Although, that award is has always been open to the Plymouth Community. Further, the Kiwanis has not run the program for many years. That effort went from once every five years, to nothing for several years, then annually for a few years and nothing since.

We have attached the information that was provided to the City Administration related to this award. If the City Commission would like to proceed as outlined, we would suggest the adoption of a formal Resolution. We have drafted a proposed resolution for the Commission to consider.

The 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. Mrs. Whipple was a 1913 Plymouth High School graduate 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 her 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, Mrs. Whipple organized the first city-wide refuse collection system in Plymouth, served on the Zoning Board, and represented Plymouth to the Michigan Municipal League. She was a tireless volunteer leader of local organizations such as the Plymouth Historical Society, Plymouth's 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 her 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 Mrs. 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 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 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; or

- 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 of two mayor-appointed City Commissioners and a representative from the City of Plymouth Community Relations department will select and notify the winner(s). Winners will be recognized at a City Commission meeting in June of each year and will be etched on a plaque to be displayed at City Hall. Applications will be kept on file and reviewed annually for up to three years.

Nomination forms can be obtained on the City of Plymouth website or at City Hall and submitted to the City of Plymouth Community Relations department.

NOMINATION FORM:

Nominees for the Ruth Huston Whipple Award for Civic Engagement must meet the following eligibility criteria:

- *Person must be have demonstrated civic and/or philanthropic engagement within the City of Plymouth. Examples of impact should show service to the community, delivered with integrity and perseverance.*
- *Married couples can be nominated.*
- *Past 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.*

Nominee: _____ Phone: _____ Email: _____

Nominator: _____ Phone: _____ Email: _____

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

RESOLUTION

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

WHEREAS The City of Plymouth has had a long tradition of civic engagement
And many times, our community leaders have been involved
In many programs which has helped make our community
Stronger, and

WHEREAS The first female Mayor of the City of Plymouth, Ruth Huston
Whipple showed selfless dedication to her community and
Leadership on issues both profound and practical and this helped
To improve the life of every residents of Plymouth.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of
Plymouth does hereby establish the Ruth Huston Whipple Award for Civic
Engagement and does call for the nomination period to be open January 1
through April 30 of each year.

BE IT FURTHER RESOLVED That the City Commission does hereby direct the City's
Administration to post the application on the City's web site and directs that the
official application form shall be a part of these Meeting Minutes.