



Plymouth City Commission

Regular Meeting Agenda

Monday, January 20, 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 January 6, 2020 City Commission Regular Meeting Minutes
- b. Authorization of December 2019 Bills
- c. Special Event: Kona Running Company Shamrock Race- Sunday, March 10, 2020
- d. Special Event: Street Marketing July 4th Ice Cream Social- Saturday, July 4, 2020
- e. Special Event: Kona Running Company Wicked Halloween Run- Sunday, October 25, 2020
- f. Special Event: Kona Running Company Guernsey Chocolate Run- Sunday, November 15, 2020

5. COMMISSION COMMENTS

6. PRESENTATION – Eastern Michigan University Citizen Survey Results

7. OLD BUSINESS

8. NEW BUSINESS

- a. Principal Residence Poverty Exemption
- b. Property Transfer Affidavits Fee
- c. Sale of Fire Truck
- d. Adoption of Strategic Plan One Year Tasks

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 separate discussion of these items unless a Commissioner or citizen so requests, in which case that item will then be added on the regular agenda.

City of Plymouth Strategic Plan 2017-2022

GOAL I - QUALITY OF LIFE

OBJECTIVES

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

ONE YEAR TASKS 2019-2020

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

GOAL II - FINANCIAL STABILITY

OBJECTIVES

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

ONE YEAR TASKS 2019-2020

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

GOAL III - ECONOMIC VITALITY

OBJECTIVES

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

ONE YEAR TASKS 2019-2020

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

GOAL IV - SERVICE AND INFRASTRUCTURE

OBJECTIVES

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

ONE YEAR TASKS 2019-2020

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



CITY OF PLYMOUTH CITY COMMISSION REGULAR MEETING MINUTES MONDAY, JANUARY 6, 2020 - 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, excused.

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

2. CITIZENS COMMENTS

Wayne County Commissioner Melissa Daub explained the Wayne County Parks millage funds and said the City of Plymouth would be receiving \$16,926

Molly Tamulevich of 317 E. Madge Ave., Hazel Park, MI, the state director for the Michigan Humane Society, asked the Commission to prohibit wild animals from being in displays in Plymouth.

Taylor Cruz, 970 Ross, also asked that the Commission prohibit live animals in displays in the City, particularly reindeer

Lauren Saben of the Huron Valley Humane Society at 3100 Cherry Hill, Ann Arbor, MI asked if the City would pass an ordinance prohibiting traveling animal shows.

Debra Levantrosser, of 1440 Sheldon Rd., Plymouth Township, also asked for a prohibition of animals at public events, especially reindeers.

3. APPROVAL OF THE AGENDA

Mayor Pro Tem Nick Moroz made a motion, seconded by Commissioner Ed Krol, to approve the agenda for Monday, January 6, 2020.

MOTION PASSED 6-0

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

Mayor Pro Tem Moroz made a motion, seconded by Commissioner Sebastian to approve the Consent Agenda for Monday, January 6, 2020

MOTION PASSED 6-0

5. COMMISSION COMMENTS

Mayor Pro Tem Moroz reported that the Federal Railroad Administration has introduced a website portal to report blocked crossings. The site can be accessed at <https://www.fra.dot.gov/blockedcrossings>.

Commissioner Suzi Deal said the Secret Santa program was a great experience and that she was grateful for the work of all who participated. Commissioner Krol said he attended the grand opening of the CBD shop on Forest Ave. Mayor Wolcott wished those present a happy new year. He commented about the strategic planning session and reminded everyone about the Ice Festival this weekend.

6. PUBLIC HEARING

a. Application for Transfer of Ownership and Addition of Small Distiller License – 149 W. Liberty

Mayor Wolcott opened the public hearing at 7:23 p.m.

Patrick O’Neill of 13074 Stone Creek Ct. said that, as the owner of the property, he is in support.

Commissioner Sebastian clarified that this license would use the one available license in the City outside of the DDA.

Mayor Wolcott closed the public hearing closed at 7:24 p.m.

Mayor Pro Tem Nick Moroz made a motion, seconded by Commissioner Krol to approve the following resolution:

RES. #2020-01

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 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.

Commissioner Sebastian clarified that this license would use the one available license in the City outside.

MOTION PASSED 6-0

b. Transfer of Stock-Piano Bar of Plymouth/336 Main/Park Place Gastro Pub

Mayor Wolcott opened the public hearing at 7:26p.m. There were no public comments.
Mayor Wolcott closed the public hearing closed at 7:27 p.m.

Commissioner Sebastian made a motion, seconded by Mayor Pro Tem Moroz, to approve the following resolution:

RES. #2020-02

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.

MOTION PASSED 6-0

7. OLD BUSINESS- None

8. NEW BUSINESS

a. Intergovernmental Agreement with Wayne County Park Millage Funds

RES. #2020-03

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

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.

MOTION PASSED 6-0

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	CHARTER COUNTY OF WAYNE
No. _____	By: _____
Date: _____	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

FORM 60000

In Witness Whereof the said party of the first part has caused these presents to be signed, sealed, acknowledged and delivered to me in 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 hereon at the City and County of Washtenaw, in the State of Michigan, on the _____ day of _____, 19____.

STATE OF MICHIGAN
 As the STATE LAND OFFICE BOARD

[Signature]
 State Land Office Board

[Signature]
 State Land Office Board

State of Michigan,
 County of _____

On this _____ day of _____, 19____, before me the undersigned, a notary public in and for said county, personally appeared _____ and _____, known to me to be the persons who executed the foregoing State Land Office Board, who, being by the said party of the first part duly authorized and authorized, respectively, of the State Land Office Board, a public corporation, and that the said party of the first part is the corporate and 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 in behalf of the State of Michigan, and the said _____ and _____, known to me to be the persons who executed said instrument to be the true and legal agents of said board acting for and on behalf of the State of Michigan, and the tract was land of the State of Michigan.

[Signature]
 Notary Public, Washtenaw County, Michigan

My commission expires _____, 19____.

RECEIVED
 STATE LAND OFFICE BOARD
 DEED
 19____

Recorded for General Use
 Day of _____, 19____
 at _____, Michigan
 Notary Public, Washtenaw County, Michigan

[Handwritten notes]

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 \$18,800.00. If the final project cost does come in above the allocated \$18,826.00, that amount will be absorbed by the City Recreation Department.

If LED lighting project costs come in below the allocated \$18,826.00, 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, Arial, 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. Spacing 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.

b. Authorization for Western Wayne County Special Operations Team Participation Fee

RES. #2020-04

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

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.

MOTION PASSED 6 – 0

c. Saxton's Purchase Agreement

RES. #2020-05

The following resolution was offered by Commissioner Moroz and seconded by Commissioner Deal:

- 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 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.

Mayor Wolcott said the developer still needs to go through the approval process. Adam Covington, 674 Sunset, said the property is in the DDA and the DDA will provide a recommendation of support. Commissioner O'Donnell asked for clarification on whether the purchase agreement should be approved by the DDA prior to Commission. Commissioner Krol asked for clarification on zoning and easements.

MOTION PASSED 6-0

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 is 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: _____

Signature page 1 of 2 of the Purchase Agreement between City and Buyer

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)

Open.P0070.P0070.23353729-1

d. Establishment of Ruth Whipple Award for Civic Engagement

RES. #2020-06

The following resolution was offered by Commissioner O'Donnell and seconded by Commissioner Krol:

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.

Commissioner O'Donnell commented that the intention of the award was to recognize and encourage civic engagement.

MOTION PASSED 6 – 0

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.*

9. REPORTS AND CORRESPONDENCE

a) Liaison Reports

Commissioner Krol reported that there will be a ZBA on Tuesday, January 7 at 7:00 p.m.
Mayor Wolcott reminded the group that there will be a DDA board meeting on January 13, 2020 at 7:00 p.m.

10. 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



Special Event Application

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

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

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

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

Sponsoring Organization's Legal Name KONA RUNNING Co.
 Ph# 248-345-6108 Fax# _____ Email alan@konaRunning.com Website ShamrockRace.com
 Address 18186 Blue Heron Pt. W. City Northville State MI Zip 48168
 Sponsoring Organization's Agent's Name Alan Whitehead Title President/owner
 Ph# 248-345-6168 Fax# _____ Email alan@konaRunning.com Cell# 248-345-6168
 Address 18186 Blue Heron Pt. W. City Northville State MI Zip 48168

Event Name "SHAMROCK RACE"
 Event Purpose Promote fitness; exposure to downtown Plymouth
 Event Date(s) SUNDAY, MARCH 8, 2020
 Event Times *7:45 AM - 10K; 8:00 AM - HALF MILE; 9:00 AM - 5K
 Event Location *CHANGE from 7:30 AM DOWNTOWN PLYMOUTH + KELLOGG PARK
 What Kind Of Activities? RUN + WALK EVENTS, TENT WITH FOOD/WATER; DJ
 What is the Highest Number of People You Expect in Attendance at Any One Time? 1600
 Coordinating With Another Event? YES NO If Yes, Event Name: _____

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

- 10K, 5K + 1/2 MILE EVENTS
- DJ + BAND ^{FRASER} AT KELLOGG PARK
- ROSA JUANS BOTTING THE GATHERING + ON COURSES
- PROVIDE HEATED TENTS WITH FOOD + WATER FOR PARTICIPANTS.
- EARLY PACKET PICKUP + EXPO AT PARC Theater

RECEIVED
DEC 20 2019

1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: (Weddings Ceremonies – Please Review Section 12.2f)
City Operated Co-sponsored Event Other Non-Profit Other For-Profit Political or Ballot Issue

2. **ANNUAL EVENT:** Is this event expected to occur next year? YES NO
If Yes, you can reserve a date for next year with this application (see Policy 12.15). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July): WITHIN WEEK OF ST. PATRICKS DAY
Next year's specific dates: 2021 - MARCH 7th

See section 12.13 for license & insurance requirements for vendors

3. **FOOD VENDORS/ CONCESSIONS?** YES NO **OTHER VENDORS?** YES NO
4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** (ANSWER JUNT AT BIGALORA PIZZA) YES NO
5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES NO
6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** ELECTRICITY AT KOLLOFF PARK YES NO

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

- GARBAGE CONTAINERS AT KOLLOFF PARK.
- NO PARKING AROUND KOLLOFF PARK
- PORTA POTTIES

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

8. **EVENT SIGNS:** Will this event include the use of signs? YES NO
If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed signs: **Please complete a sign illustration / description sheet and include with the application.** PAVE MARKERS

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

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

9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)?
YES NO
If Yes, list the lots or locations where/why this is requested:

10. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that
- a. a Certificate of Insurance must be provided which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.10 for insurance requirements)
 - b. Event sponsors and participants will be required to sign Indemnification Agreement forms (refer to Policy 12.12).
 - c. All food vendors must be approved by the Wayne County Health Department, and each food and/or other vendor must provide the City with a Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.13)
 - d. The approval of this Special Event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Event Policy. The event will be operated in conformance with the Written Confirmation of Approval. (see Policy 12.11 and 12.16)
 - e. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City, and will promptly pay any billing for City services which may be rendered, pursuant to Policy 12.3 and 12.4.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

12/19/19
Date


Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

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

Signature Alan Whitbread

Date 12/19/19

Witness Jacob [Signature]

Date 12/19/19

Presented by

WOOD FIRED
BIGALORA
CUCINA

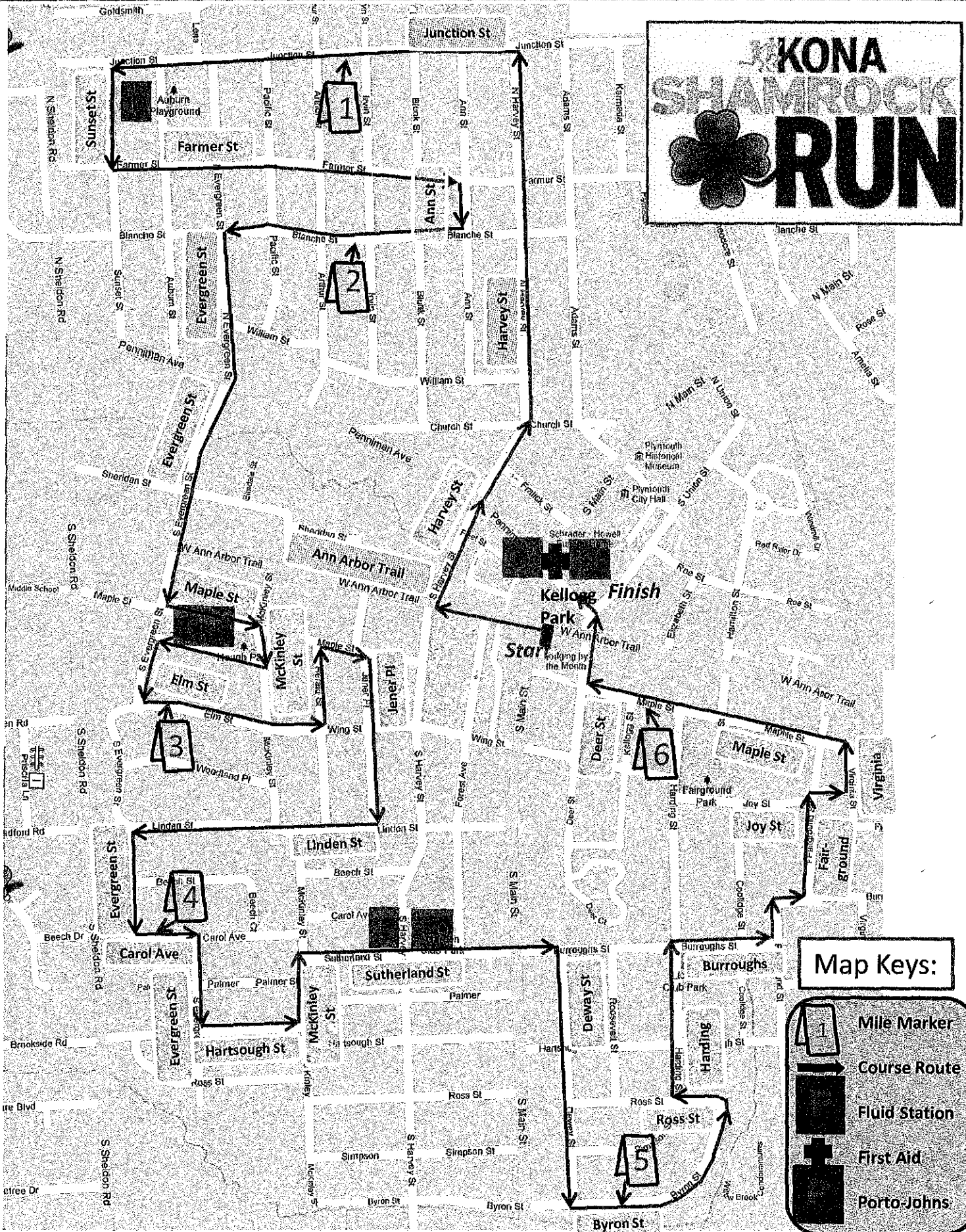


SHAMROCK RACE






Plymouth, MI

March 8, 2020

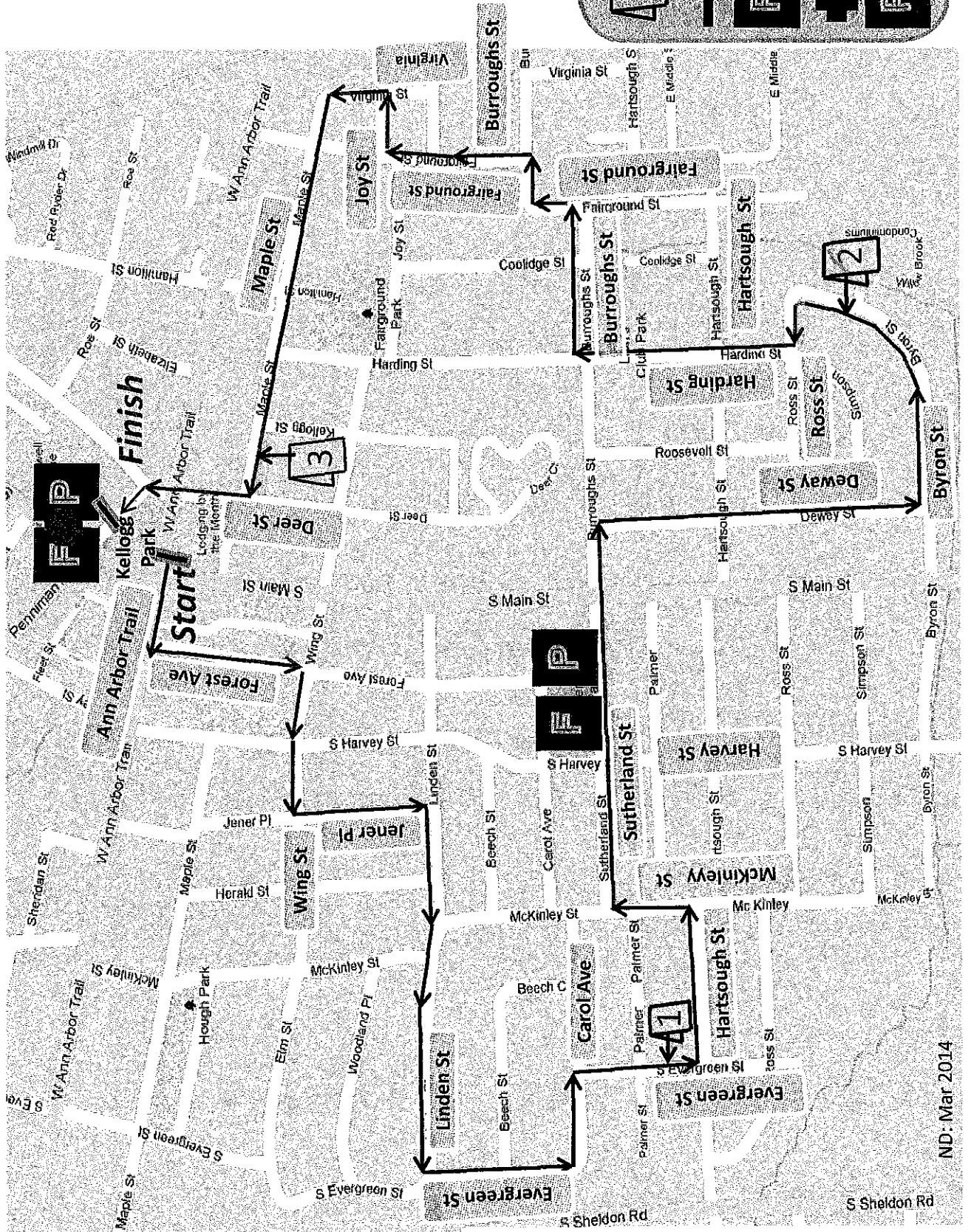
Kona Shamrock Run - 10K



Map Keys:

-  Mile Marker
-  Course Route
-  Fluid Station
-  First Aid
-  Porto-Johns

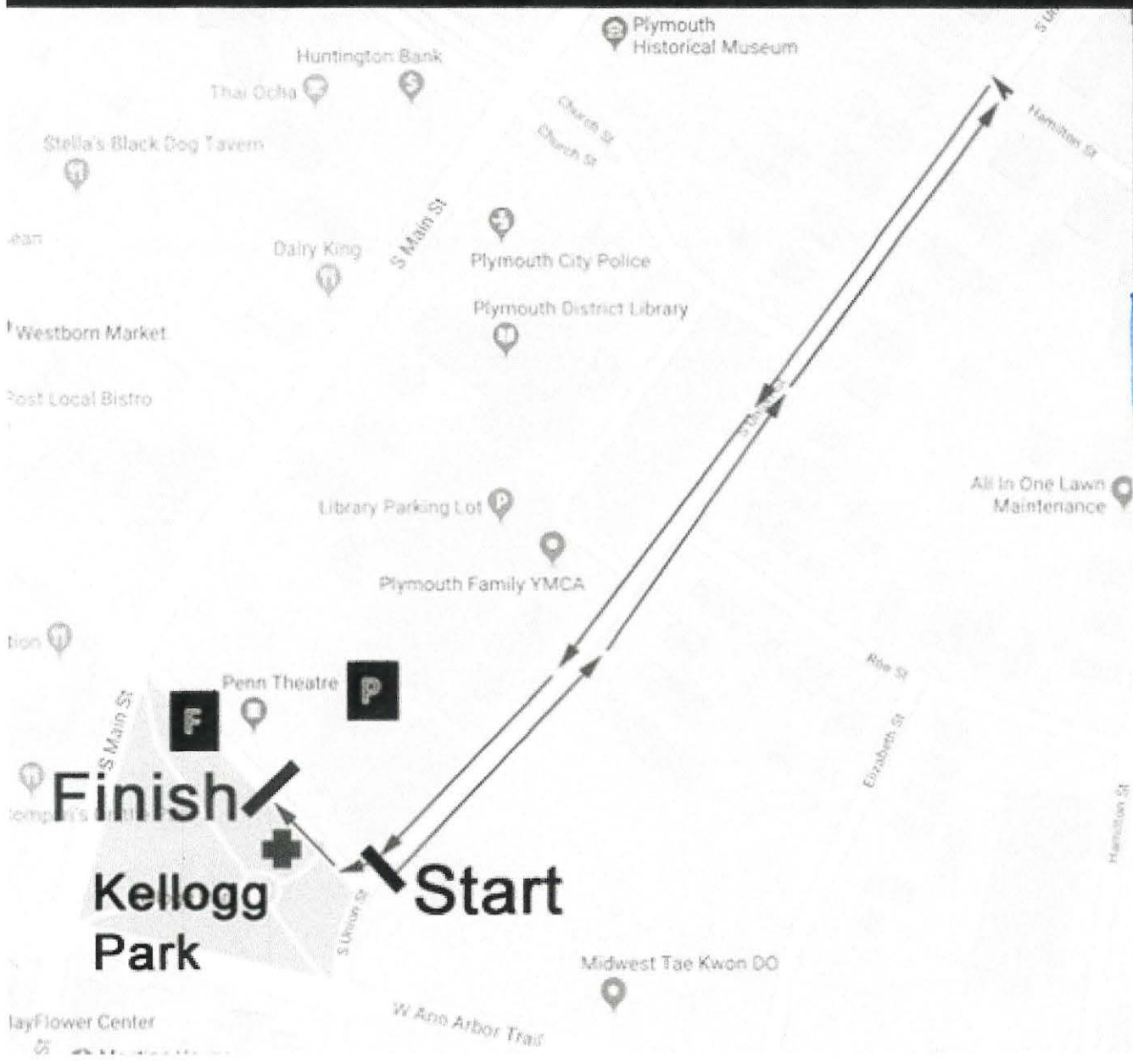
5K Run - Course Map



KinderCare® Half Mile



SHAMROCK RACE
HALF MILE



Map Keys:

- Course Route
- F Fluid Station
- + First Aid
- P Porto-Johns

EVENT REVIEW FORM

EVENT NAME: Shamrock Race

TOTAL ESTIMATED FEE: _____

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

MUNICIPAL SERVICES:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>CP</u>
NP, BARRICADES, TRASH ROAD CLOSURES				
BIKE FENCE PORT-A-JOHN				

\$250 Bathroom Cleaning Fee Per Day of Event? YES NO

Labor Costs: \$ 1900⁰⁰ Equipment Costs: \$ 350 Materials Costs: \$ 1600⁰⁰

POLICE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>JLC</u>
5 - OFFICER @ 4 HRS 2 - COMMAND @ 4 HRS 5 - NAIASS @ 4 HRS				
Labor Costs \$ _____ Equipment Costs \$ <u>2688-</u> Materials Costs \$ _____				

FIRE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>JLD</u>
6 Firefighters 6 ³⁰ AM - 11 ³⁰ AM				
Labor Costs \$ <u>500.00</u> Equipment Costs \$ _____ Materials Costs \$ _____				

HVA:	<input type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial _____
one ALS Unit \$405				

DDA:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>TB</u>
Labor Costs \$ <u>Ø</u> Equipment Costs \$ _____ Materials Costs \$ _____				

RISK MANAGEMENT:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>MB</u>
Class I - Low Hazard <input checked="" type="radio"/> Class II - Moderate Hazard <u>NEED CERT OF INSURANCE naming</u> Class III - High Hazard <u>City of Plymouth as ADDITIONAL INSURED</u> Class IV - Severe Hazard				

SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____

APPROVED _____ NOT APPROVED _____ DATE _____



Special Event Application

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

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

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

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

Sponsoring Organization's Legal Name Street Marketing

Ph# 248-347-4350 Fax# _____ Email scott@streetmktg.com Website streetmktg.com

Address 143 Cady Center #246 City Northville State MI Zip 48167

Sponsoring Organization's Agent's Name _____ Title _____

Ph# _____ Fax# _____ Email _____ Cell# _____

Address _____ City _____ State _____ Zip _____

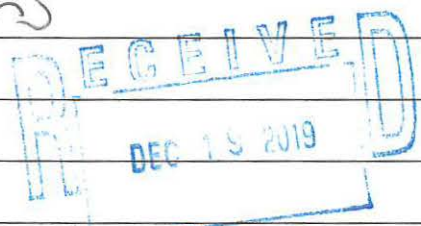
Event Name July 4th Parade - Ice Cream Social

Event Purpose Community Relations

Event Date(s) July 4, 2020

Event Times 10A - 12P

Event Location Kellogg Park



What Kind Of Activities? Ice Cream Truck - Free Samples / Sponsor Booth

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

Coordinating With Another Event? YES NO If Yes, Event Name: July 4 Parade

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

Ice Cream Social in Kellogg Park following the Parade. Ice Cream Truck on Penniman with free samples. Sponsor Booths in park near Penniman. Same set up as past few years.

1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: (Weddings Ceremonies – Please Review Section 12.2 f.)
City Operated Co-sponsored Event Other Non-Profit Other For-Profit Political or Ballot Issue

2. **ANNUAL EVENT:** Is this event expected to occur next year? YES NO
If Yes, you can reserve a date for next year with this application (see Policy 12.15). To reserve dates for next year, please provide the following information:
Normal Event Schedule (e.g., third weekend in July): July 4
Next year's specific dates: July 4, 2020

See section 12.13 for license & insurance requirements for vendors

3. **FOOD VENDORS/ CONCESSIONS?** YES NO **OTHER VENDORS?** YES NO
4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** YES NO
5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES NO
6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** YES NO

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

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

8. **EVENT SIGNS:** Will this event include the use of signs? YES NO
If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed signs: **Please complete a sign illustration / description sheet and include with the application.**
Signs or banners approved by the City of Plymouth for Special Events shall be designed and made in an artistic and workman like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.
Signs and/or Banners may be used during the event only. Please refer to Special Event Policy for information related to the installation of banners on Downtown Street Light Poles in advance of event. NO SIGNS ARE ALLOWED IN THE PARK IN ADVANCE OF THE EVENT.

9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)?
YES NO
If Yes, list the lots or locations where/why this is requested:

10. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that
- a. a Certificate of Insurance must be provided which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.10 for insurance requirements)
 - b. Event sponsors and participants will be required to sign Indemnification Agreement forms (refer to Policy 12.12).
 - c. All food vendors must be approved by the Wayne County Health Department, and each food and/or other vendor must provide the City with a Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.13)
 - d. The approval of this Special Event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Event Policy. The event will be operated in conformance with the Written Confirmation of Approval. (see Policy 12.11 and 12.16)
 - e. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City, and will promptly pay any billing for City services which may be rendered, pursuant to Policy 12.3 and 12.4.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

12/19/19

Date


Signature of Sponsoring Organization's Agent

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

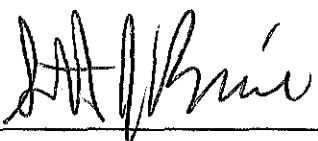
Manager's Office
City Hall
201 S. Main Street
Plymouth MI 48170

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

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

Signature 

Date 12/19/19

Witness _____

Date _____

EVENT REVIEW FORM

EVENT NAME: _____ TOTAL ESTIMATED FEE: _____

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

MUNICIPAL SERVICES:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <i>VP</i>
<i>NO SERVICES NEEDED</i>				
\$250 Bathroom Cleaning Fee Per Day of Event? <input checked="" type="radio"/> YES <input type="radio"/> NO				
Labor Costs: \$	<i>0</i>	Equipment Costs: \$		Materials Costs \$
POLICE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <i>JCC</i>
<i>No SERVICES NEEDED</i>				
Labor Costs \$		Equipment Costs \$	<i>0</i>	Materials Costs \$
FIRE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <i>JO</i>
<i>No Services Required</i>				
Labor Costs \$		Equipment Costs \$		Materials Costs \$
HVA:	<input type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial
DDA:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <i>TB</i>
Labor Costs \$	<i>0</i>	Equipment Costs \$		Materials Costs \$
RISK MANAGEMENT:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <i>MB</i>
Class I – Low Hazard				
Class II – Moderate Hazard				
<i>Certificate of Insurance naming City of Plymouth as ADDITIONAL INSURED in Description Box</i>				
Class III – High Hazard				
Class IV – Severe Hazard				
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				



Special Event Application

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

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

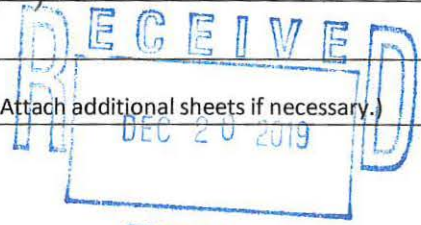
Complete this application in accordance with the City of Plymouth Special Events Policy, and return it to the City Manager's Office at least 21 calendar days prior to the starting date of the event.

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

Sponsoring Organization's Legal Name KONA RUNNING CO.
 Ph# 248-345-6168 Fax# _____ Email alan@konarunningcompany.com Website WICKED HALLOWEEN RUN CO.
 Address 18186 Blue Heron Dr. W. City Northville State MD Zip 48168
 Sponsoring Organization's Agent's Name Alan Whitehead Title President/owner
 Ph# 248-345-6168 Fax# _____ Email alan@konarunningcompany.com Cell# 248-345-6168
 Address 18186 Blue Heron Dr. W. City Northville State MD Zip 48168

Event Name * WICKED HALLOWEEN RUN *
 Event Purpose Promote Fitness; showcase downtown Plymouth
 Event Date(s) SUNDAY, OCTOBER 25, 2020
 Event Times * 7:45 AM - 10K; 8:00 AM - HALF MILE 9:00 AM - 5K
* change from 7:30 AM
 Event Location KELLOGG PARK & DOWNTOWN PLYMOUTH
 What Kind Of Activities? RUN & WALK, COSTUME CONTEST; TENT W/FOOD & WATER
+ DJ
 What is the Highest Number of People You Expect in Attendance at Any One Time? 1,800
 Coordinating With Another Event? YES NO If Yes, Event Name: _____

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)
 - 10K, 5K, & 1/2 MILE EVENTS
 - DJ AT KELLOGG PARK
 - PORTA POTTIES BEHIND THE GATHERING & ON COURSE
 - PROVIDE HEATED TENTS W/FOOD & WATER FOR PARTICIPANTS
 - EARLY PACKET PICKUP & EXPO AT PARC THEATRE



1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies – Please Review Section 12.2 f.)*
City Operated Co-sponsored Event Other Non-Profit Other For-Profit Political or Ballot Issue

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

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

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

IN LAST WEEK OF OCTOBER

Next year's specific dates:

2021 - OCT 31st

See section 12.13 for license & insurance requirements for vendors

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

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

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

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

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

- GARBAGE CONTAINERS AT KOLOGG PARK

- NO PARKING AROUND KOLOGG PARK

- PORTA POTTIES

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

8. **EVENT SIGNS:** Will this event include the use of signs? YES NO - MILE MARKERS
If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed signs: **Please complete a sign illustration / description sheet and include with the application.**

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

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

9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)?

YES NO

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

10. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that
- a. a Certificate of Insurance must be provided which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.10 for insurance requirements)
 - b. Event sponsors and participants will be required to sign Indemnification Agreement forms (refer to Policy 12.12).
 - c. All food vendors must be approved by the Wayne County Health Department, and each food and/or other vendor must provide the City with a Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.13)
 - d. The approval of this Special Event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Event Policy. The event will be operated in conformance with the Written Confirmation of Approval. (see Policy 12.11 and 12.16)
 - e. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City, and will promptly pay any billing for City services which may be rendered, pursuant to Policy 12.3 and 12.4.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

12/19/19
Date

Alan J. Whitehead
Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

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

Signature Alan Whitehead

Date 12/19/19

Witness [Signature]

Date 12/19/19

WICKED

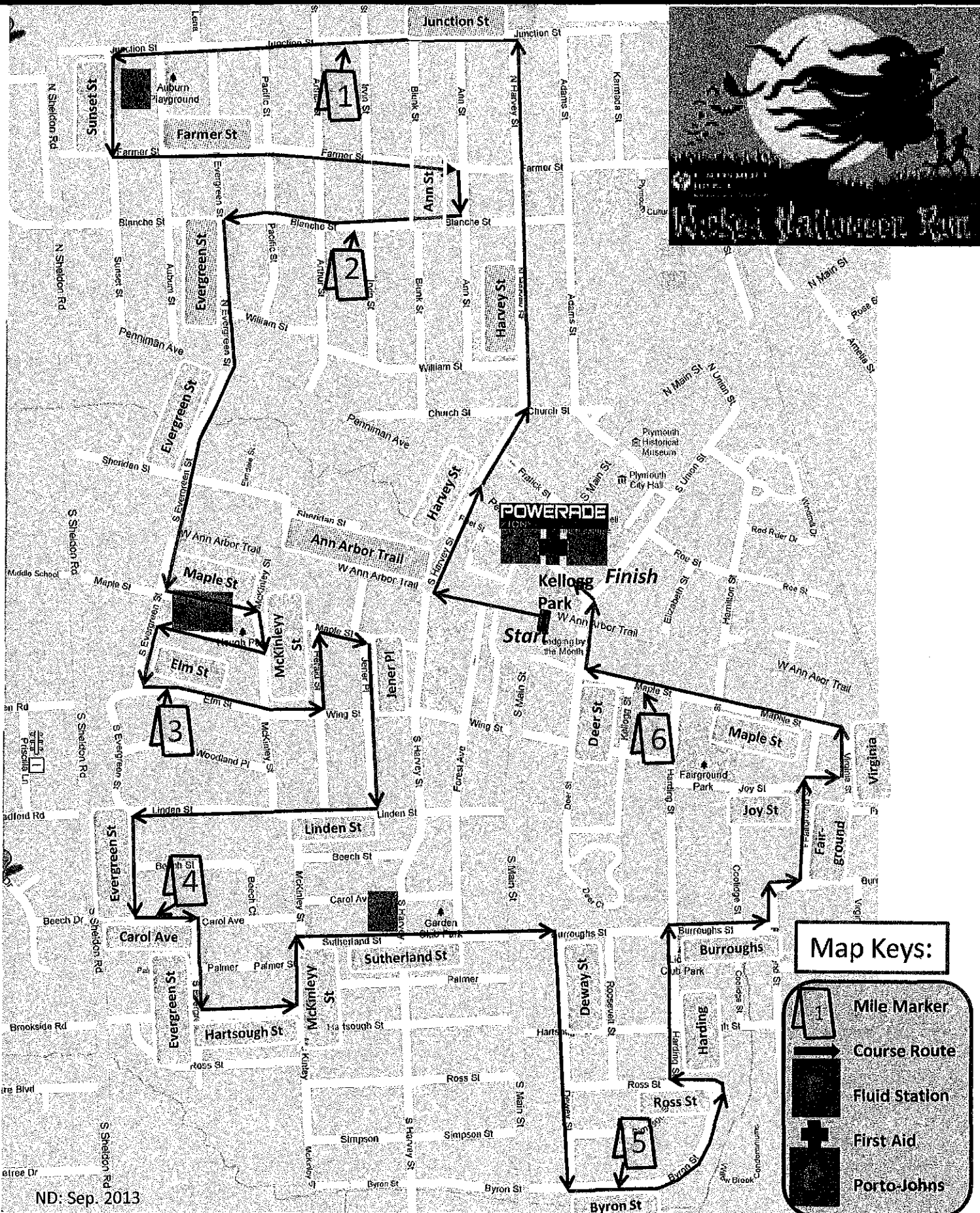
HALLOWEEN

RUN






Ford Blackwell Ford

10.25.2020 | Plymouth, MI

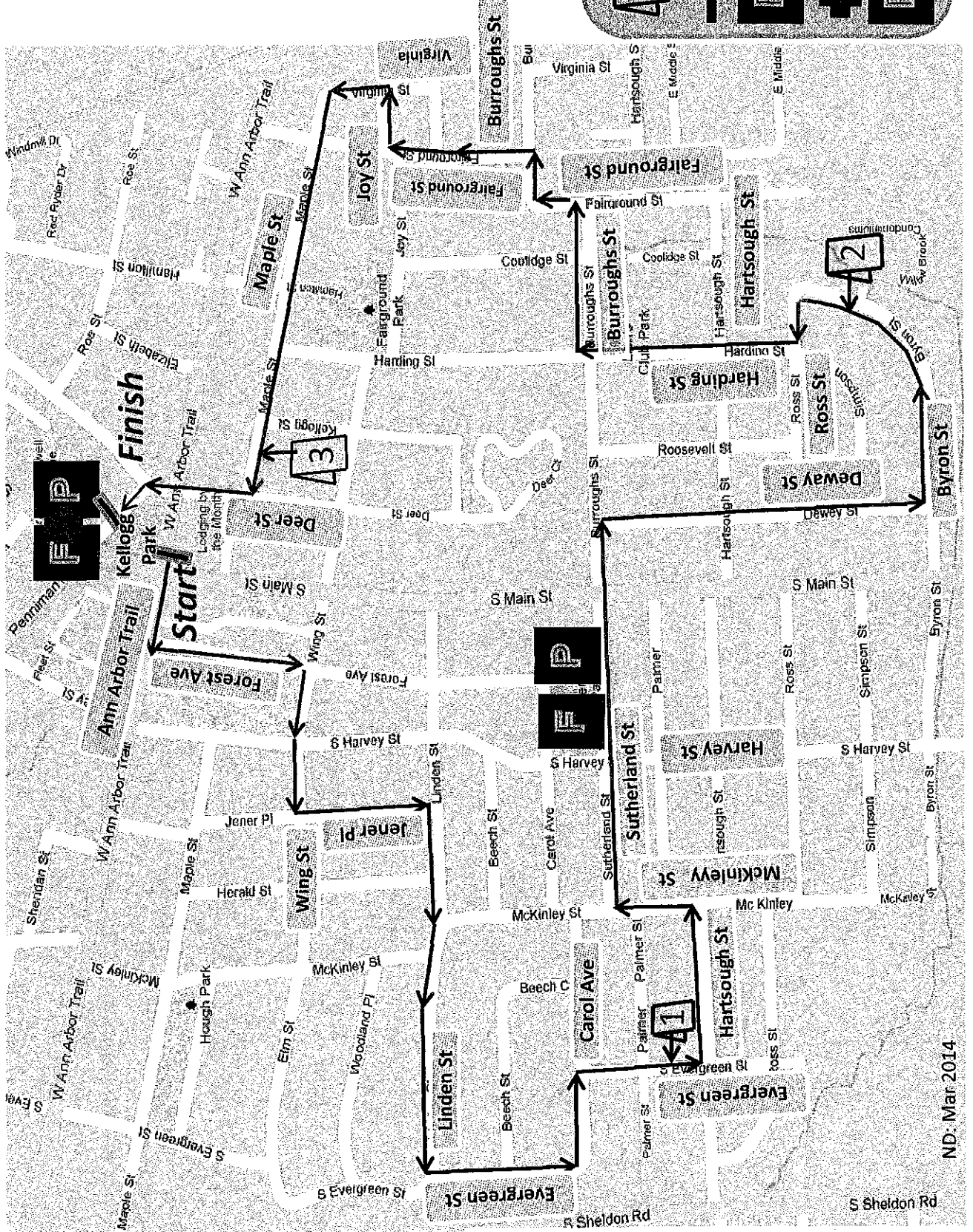
The poster features a dark blue background with a full moon in the center. Silhouettes of a witch's hat, two jack-o'-lanterns, a tombstone with a cross, and a hand reaching up are positioned around the moon. Several bats are flying in the sky. The text 'WICKED' is at the top, 'HALLOWEEN RUN' is in the middle, and the sponsor information and date are at the bottom.








Map Keys:

-  Mile Marker
-  Course Route
-  Fluid Station
-  First Aid
-  Porto-Johns

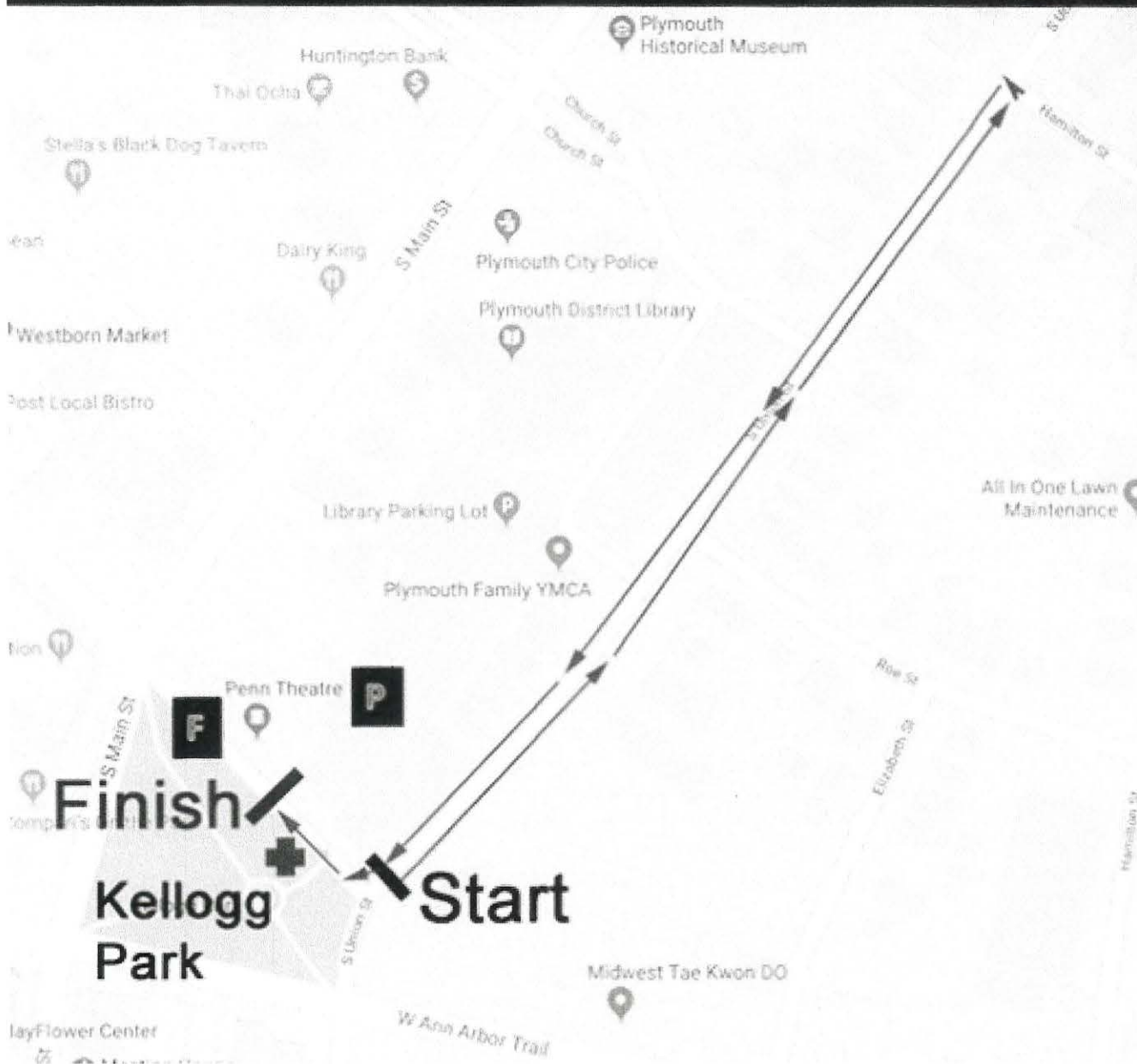
5K Run - Course Map



Map Keys:

-  Mile-Marker
-  Course Route
-  Fluid Station
-  First Aid
-  Porto-Johns

KinderCare® Half Mile



WICKED HALLOWEEN
RUN
HALF MILE

Map Keys:

- Course Route
- F Fluid Station
- + First Aid
- P Porto-Johns

EVENT REVIEW FORM

EVENT NAME: Halloween Run

TOTAL ESTIMATED FEE: _____

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

MUNICIPAL SERVICES:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>CP</u>
<u>NP BARRICADES, TRASH</u>				
<u>ROAD CLOSURES</u>				
<u>BIKE FENCE</u>				
<u>PORT-A-JOHN</u>				
\$250 Bathroom Cleaning Fee Per Day of Event? <input checked="" type="radio"/> YES <input type="radio"/> NO				
Labor Costs:	\$ <u>1,900⁰⁰</u>	Equipment Costs:	\$ <u>350</u>	Materials Costs \$ <u>1,600⁰⁰</u>
POLICE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>ALC</u>
<u>3 - COMMAND OFFICERS @ 4 HRS</u>				
<u>7 - PATROL OFFICERS @ 4 HRS</u>				
Labor Costs \$		Equipment Costs \$	<u>3160-</u>	Materials Costs \$
FIRE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>90</u>
<u>Fire Staffing 6 Firefighters 6:30 AM - 11:30 AM</u>				
Labor Costs \$	<u>500.00</u>	Equipment Costs \$		Materials Costs \$
HVA:	<input type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial
<u>1 Mc ALS Unit \$405</u>				
DDA:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>TB</u>
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$
RISK MANAGEMENT:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>MB</u>
Class I - Low Hazard				
Class II - Moderate Hazard <u>Certificate of insurance needed naming City of Plymouth as ADDITIONAL INSURED</u>				
Class III - High Hazard				
Class IV - Severe Hazard				
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				



Special Event Application

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

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

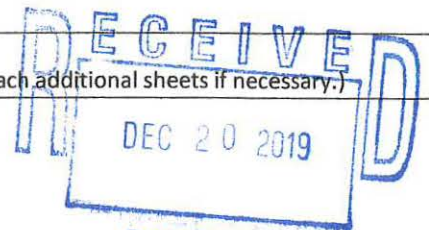
Complete this application in accordance with the City of Plymouth Special Events Policy, and return it to the City Manager's Office at least 21 calendar days prior to the starting date of the event.

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

Sponsoring Organization's Legal Name KONA RUNNING CO. (KONA)
 248-345-6168 Ph# _____ Fax# _____ Email alan@kona-running-company.com Website Guernsey Chocolate Run .com
 Address 18186 Blue Heron Dr. W. City Northville State MI Zip 48168
 Sponsoring Organization's Agent's Name Alan Whitehead Title President/owner
 248-345-6168 Ph# _____ Fax# _____ Email alan@kona-running-company.com Cell# 248-345-6168
 Address 18186 Blue Heron Dr. W. City Northville State MI Zip 48168

Event Name " (KONA) GUERNSEY CHOCOLATE RUN "
 Event Purpose Promote Fitness; showcase downtown Plymouth
 Event Date(s) SUNDAY, NOVEMBER 15, 2020
 Event Times * 7:45 AM - 10K; 8:00 AM - HALF MILE; 9:00 AM - 5K
(change from 7:30 AM)
 Event Location KOLLOGO PARK & DOWNTOWN PLYMOUTH
 What Kind Of Activities? RUN & WALK, TENT W/FOOD, & DJ
 What is the Highest Number of People You Expect in Attendance at Any One Time? 2,200-2,300
 Coordinating With Another Event? YES NO If Yes, Event Name: _____

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)
 - 10K, 5K, 1/2 MILE, EVENTS
 - DJ AT KOLLOGO PARK
 - PORTA POTTIES BEHIND THE GATHERING COURSE
 - PROVIDE HEATED TENTS W/FOOD & WATER FOR PARTICIPANTS
 - EARLY PACKET PICKUP & EXPO AT PACE Theater



1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies -- Please Review Section 12.2.f)*
City Operated Co-sponsored Event Other Non-Profit Other For-Profit Political or Ballot Issue

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

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

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

2ndnd or 3rdrd weekend of Nov.

Next year's specific dates:

2021 - NOV. 21st

See section 12.13 for license & insurance requirements for vendors

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

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

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

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

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

- Garbage containers AT KELLOGG PARK*
- NO parking around Kellogg Park*
- Porta Potties*

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

8. **EVENT SIGNS:** Will this event include the use of signs? YES NO *MILK MARSHMALLOW*
If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed signs: **Please complete a sign illustration / description sheet and include with the application.**

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

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

9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)? YES NO
If Yes, list the lots or locations where/why this is requested:

10. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that
- a. a Certificate of Insurance must be provided which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.10 for insurance requirements)
 - b. Event sponsors and participants will be required to sign Indemnification Agreement forms (refer to Policy 12.12).
 - c. All food vendors must be approved by the Wayne County Health Department, and each food and/or other vendor must provide the City with a Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.13)
 - d. The approval of this Special Event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Event Policy. The event will be operated in conformance with the Written Confirmation of Approval. (see Policy 12.11 and 12.16)
 - e. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City, and will promptly pay any billing for City services which may be rendered, pursuant to Policy 12.3 and 12.4.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

12/19/19
Date

Alan D. Whitehead
Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

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

Signature Allen Whitehead

Date 12/19/19

Witness [Signature]

Date 12/19/19



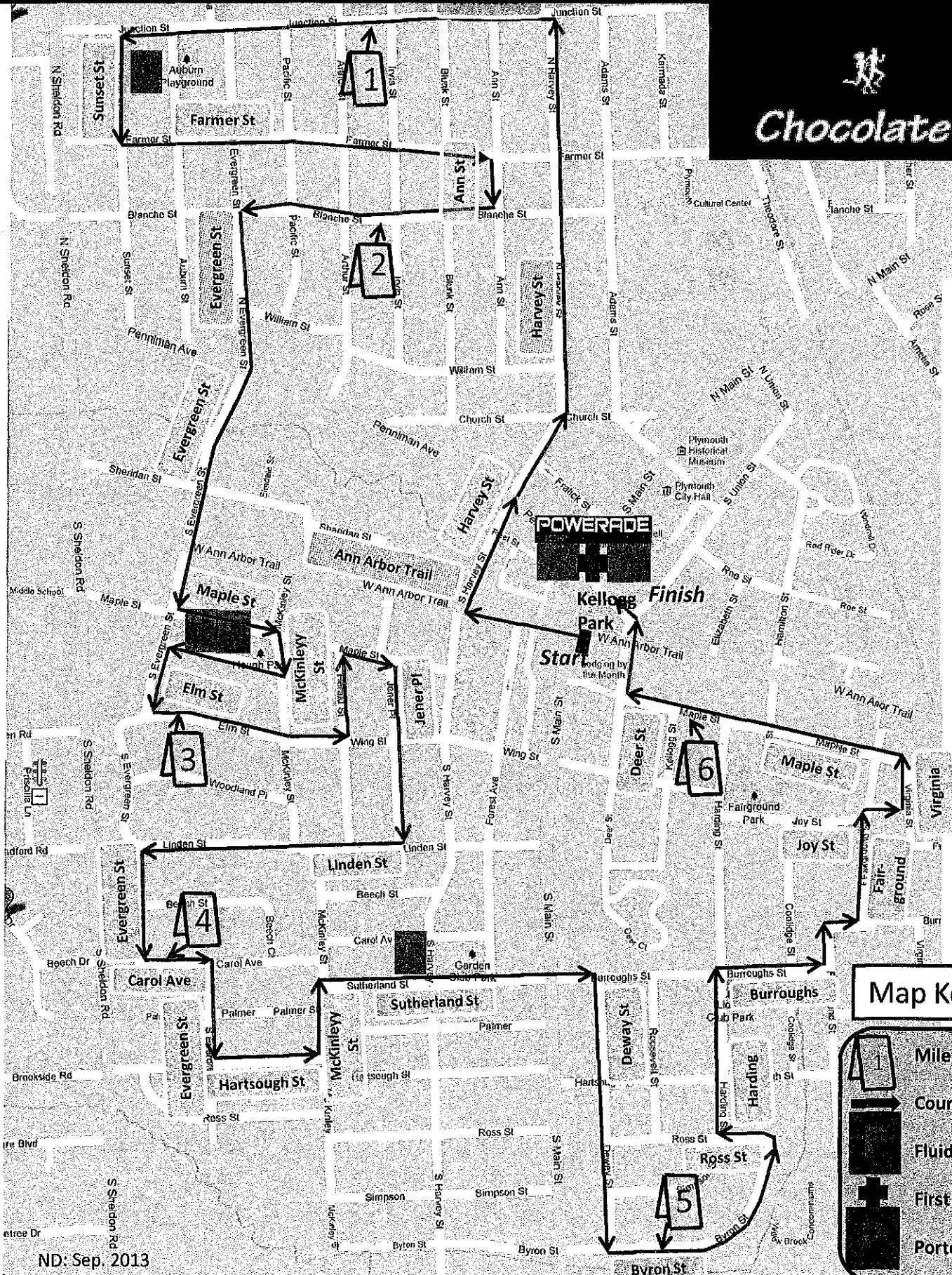
Chocolate Run

November 15, 2020
Plymouth, MI






Chocolate 10K Run



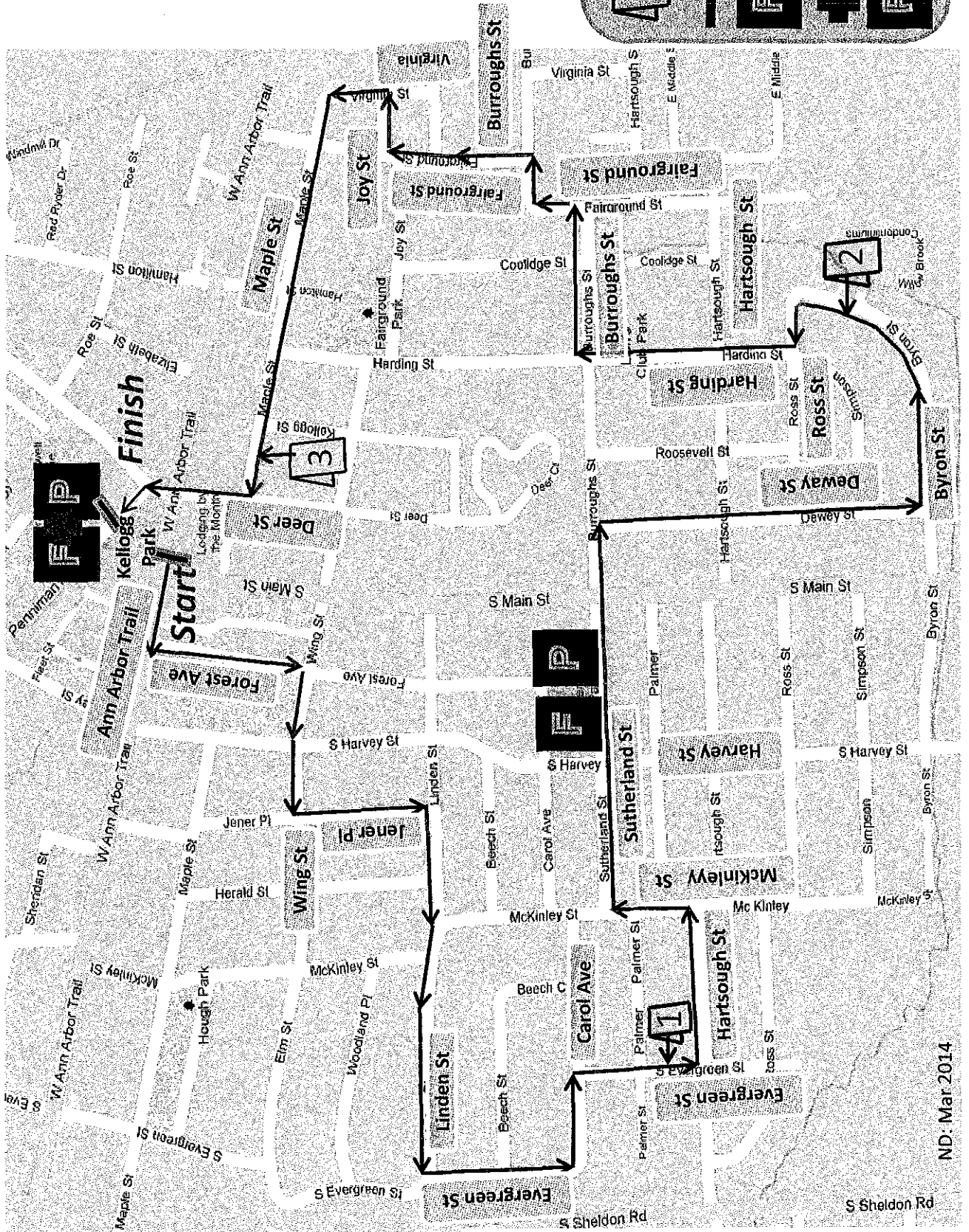
Chocolate Run



Map Keys:

-  Mile Marker
-  Course Route
-  Fluid Station
-  First Aid
-  Porto-Johns

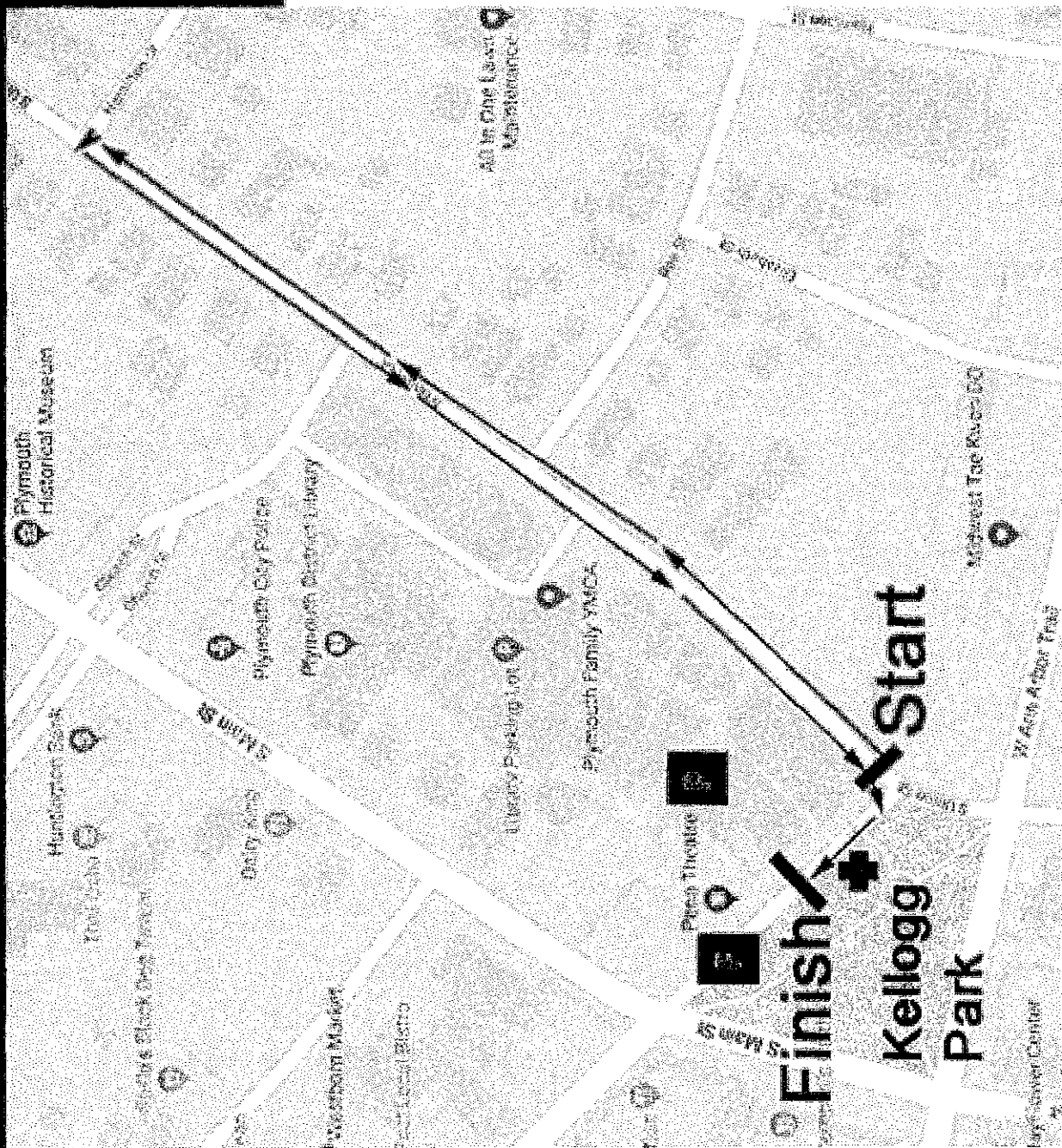
5K Run - Course Map



KinderCare® Half Mile



Chocolate Run



EVENT REVIEW FORM

EVENT NAME: Chocolate Run

TOTAL ESTIMATED FEE: _____

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

MUNICIPAL SERVICES:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>CF</u>
<u>NP, BARRICADES, TRASH</u>				
<u>ROAD CLOSURES</u>				
<u>BIKE FENCE</u>				
<u>PORT-A-TOILETS</u>				

\$250 Bathroom Cleaning Fee Per Day of Event? **YES** **NO**

Labor Costs: \$ 1900⁰⁰ Equipment Costs: \$ 350 Materials Costs \$ 1600⁰⁰

POLICE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>QEC</u>
<u>3 - COMMAND OFFICERS @ 4 HRS.</u>				
<u>7 - PATROL OFFICERS @ 4 HRS</u>				

Labor Costs \$ _____ Equipment Costs \$ 3160- Materials Costs \$ _____

FIRE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>JLW</u>
<u>6 firefighters</u>				
<u>6³⁰ - 11³⁰ A</u>				

Labor Costs \$ 500.00 Equipment Costs \$ _____ Materials Costs \$ _____

HVA:	<input type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial _____
<u>One ALS Unit #405</u>				

DDA:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>JB</u>
-------------	--	-------------------------------------	--------------------------	-------------------

Labor Costs \$ Ø Equipment Costs \$ _____ Materials Costs \$ _____

RISK MANAGEMENT:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>MB</u>
Class I - Low Hazard				
<input checked="" type="radio"/> Class II - Moderate Hazard <u>Cert of Insurance needed naming City of Plymouth</u>				
Class III - High Hazard <u>AD ADDITIONAL INSURED</u>				
Class IV - Severe Hazard				

SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____

APPROVED _____ NOT APPROVED _____ DATE _____

ITEM 6



Administrative Information – No Action Required

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Kellogg Park Survey 01-09-20.docx
Date: January 17, 2020
RE: Kellogg Park Survey

As you are aware, the City, in cooperation with Eastern Michigan University, has completed a citizen survey related to Kellogg Park. The City has had a history of completing citizen surveys and obtaining input from a broad range of individuals on a multitude of topics from the Sheldon Road Underpass, Budget Priorities, bag/tag and cart solid waste, recycling programs, recreation facilities and programs and the most recent 2019 EMU Community Survey.

All our previous surveys were completed either internally or by research universities such as the University of Michigan, or Eastern Michigan University. The only exception to this is the 2017 Recreation Survey, which was conducted by EPIC/MRA at a cost of \$14,250, as a part of our joint Recreation Master Plan. Like most projects with the City there are usually incidental costs to a project. In the case of surveys, it is typically mailing, printing, staff time, and miscellaneous costs. Typically, we have not "counted" those incidental costs as a part of the contracted survey costs.

There is no cost to have Eastern Michigan University complete the survey, including the development of the survey instrument, tabulation, analysis and presentation. Like the 2019 EMU Community Survey there were incidental costs as I outlined above. At an early winter DDA Meeting I was asked about the cost of the Kellogg Park survey and I indicated that there was no cost to the survey, as I was thinking of consulting fees that would normally be attached to this type of project. In reality there are those usual incidental costs related to mailing, printing, staff time and so on, just as we had with the earlier 2019 Community Survey. To offer clarity on the Kellogg Park survey, there is no cost for Eastern Michigan University related to consulting fees, research design, design of the survey instruments, processing the returns, or analysis and reporting of the results. Incidental costs for this project were paid by the City.

Administrative Information – No Action Required

The City Commission had prior experience with EMU during the Community Survey of 2019. The Commission was very pleased with the results of the Community Survey in 2019 and impressed with how Dr. Plagens handled and processed the survey. That survey had incidental costs of less than \$2,500 for mailing, printing and so on. That satisfaction with the methodology of obtaining input from all areas of the City was the basis for an efficient and more specific Kellogg Park survey.

On September 23, 2019; Mayor Wolcott directed me to proceed to partner with Eastern Michigan University on a Kellogg Park survey and to move it along as quickly as possible. I then directed the Community Development Director to once again take the lead on the project and work with EMU's Political Science Department on a survey for Kellogg Park using the same processes as the earlier Community Survey. John took the project and moved to get it completed as quickly as possible with the understanding that we were fast approaching the holidays.

The Kellogg Park survey also has those same incidental costs of approximately less than \$2,500, paid by the City. There were no expenses related to consulting fees, survey development, tabulation and analysis of the survey which was all handled by EMU and at no cost to the City.

We very pleased to have Dr. Plagens provide us with the results of the survey on Monday night. My review of the attached data showed that we had good return rates from all areas of the City. The questions covered demographics, how often people visit the park, updates to the park, safety, fountain, special event, hardscape, greenscape and public art. The survey is broken into two parts a "quantitative and qualitative data. The survey states that the open-ended question "produce wider-ranging responses, which are often interesting and insightful."

We are very excited to have Dr. Plagens discuss the survey with the City Commission and we thank him, Eastern Michigan University for their efforts on the project. We also thank our staff member John Buzuvis, for effectively cultivating the relationship with EMU that allowed us to effectively match the resources to meet the Mayor's tight timeline on this project.


Administrative Information – No Action Required



Administrative Information

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

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

To: Paul J. Sincok, City Manager
From: John Buzuvis, Community Development Director 
CC: C:\Users\jwb.PLYMOUTH\Desktop\Community Survey 2018
Date: January 16, 2020
RE: Strategic Plan Kellogg Park Survey

Background

As you are aware the City in partnership with Dr. Greg Plagens from Eastern Michigan University conducted a community survey in spring 2019 as referenced in the City's five-year strategic plan. This initial survey was broad in scope and had questions pertaining to most all city operations. In June 2019 the City Commission was presented with the findings of the Community Survey and that data is regularly referenced and has proved valuable to the team (Administration and City Commission) as decisions about the allocation of scarce resources are made.

Given the success and usefulness of the previous survey Mayor Wolcott, in September 2019, directed the administration to again partner with Dr. Plagens to conduct a community survey specifically geared to resident's preferences about Kellogg Park. This latest survey effort utilized the same research design and methodology as the first community survey.

The Kellogg Park Community Survey was made up of 17 questions covering demographic information, general, appearances and uses of the park, and open-ended questions. The survey was mailed, in November 2019, to 700 randomly selected residential addresses across all four voting precincts in the City. The survey was provided in both paper copy and online to the randomly selected participants and only the researcher has access to the addresses the surveys were sent to and which residences returned surveys.

The enclosed materials include an executive summary, information on research design, a copy of the survey instrument, as well as the survey results. Survey response rate was 33.7% or 236 surveys were returned out of the 700 sent out.

No action is required at this time. Dr. Plagens will have a brief presentation for the City Commission at the June 17, 2019 City Commission meeting.

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

City of Plymouth
Kellogg Park Survey
2019-20

Gregory K. Plagens, Ph.D.
Political Science Department
Eastern Michigan University
Ypsilanti, Michigan

Table of Contents

Executive Summary	3
Research Design	6
Survey Instrument	8
Survey Results	10
Quantitative Data	10
Tables	11
Qualitative Data	20
Question 18: Use and Importance	20

Executive Summary

The 2019-20 Kellogg Park Survey in the City of Plymouth was undertaken as part of the city's strategic planning initiative. The goal of the survey was to learn more about residents' preferences for Kellogg Park so city leaders can factor this information into future decisions.

The survey posed 17 questions in the following four categories: demographic (3); general (6); appearance and use (7); and, open-ended (1). Due to the cost and time involved in attempting to survey all residents or households, a sampling process was used. Households in the city were separated by voting precinct, of which there are four, and then 175 addresses were randomly drawn from each precinct for a total sample of 700. This process guaranteed that households from all neighborhoods in the city would be invited to participate. About one out of every six households in the city were included in the sample.

Survey packets were mailed to households in city envelopes and contained the following: a letter from the mayor inviting participation; a letter from the researcher explaining the process and how to participate; a survey; a research statement from Eastern Michigan University; and a postage-paid return envelope that was addressed to the Political Science Department at Eastern Michigan University. Households were invited to complete their survey in paper form or online at the SurveyMonkey website. Completed surveys were returned between late November and early January. Out of the 700 households in the sample, 236 replied to the survey for a response rate of 33.7%.

Households from all four precincts responded. Demographic information about the 236 respondents is as follows:

- 72% live in single-family dwellings and 22.9% live in multi-family dwellings;
- 31.4% were 66 years old or older; 19.9% were between the ages of 56 and 65; 25% were between the ages of 40 and 55; 23.3% were 39 years old or younger;
- 61.9% were married or living together; 22% were divorced or widowed; and 15.7% were single;
- 65% have children living in or out of the home; and 24.6% have no children.

General questions asked about frequency of park use, whether to update or improve the park, use of tax revenue to fund any updates or improvements, safety, the fountain and special events. Notably, 90% of respondents have used the park at least once in the last 45 days, with 59.7% overall having used it more than four times in that time period. Nearly all respondents (98.7%) feel "very safe" or "safe" while in the park. No

respondents indicated they felt unsafe. In answering the question about whether the city should look at ways to update or improve the park, 15.7% of respondents said no, 23.7% said yes, and 59.7% said maybe (depends on the updates or improvements). In terms of funding any updates or improvements using tax revenue, 25% of respondents were opposed, 28% supported the idea, and 46.2% said maybe (depends on the updates or improvements). Seventy-five percent of respondents believe it is “very important” or “important” to have a fountain in the park, and 83.9% believe it is “very important” or “important” to have special events in the park.

The remaining questions explored support for certain types of improvements, trees in the park, and attendance at special events. A majority of respondents opposed erecting a shelter or pavilion (59.7%), adding more permanent seating (62.3%), or adding more walking paths (80.1%). Adding public art in or around the park was opposed by 30.1% of respondents. A slightly smaller percentage (24.2%) supported the idea, with the remainder (43.6%) having offered conditional support depending on the art to be added. The idea of additional landscaping (e.g. shrubs, flower beds) was opposed by 40.3% of respondents. About half as many respondents (22%) supported the idea, with the remainder (35.2%) having offered conditional support depending on the design. Regarding the number of trees in the park, respondents overwhelmingly (89.4%) felt the amount in the park currently is just right. When asked about attendance at special events, 93.6% indicated they had attended at least one event in the last 12 months, with 70.4% overall having attended four or more events in that same time frame.

The last question on the survey was open-ended and asked about how the park is enjoyed and what is important for the community to have in the park. This question generated 179 responses. Many respondents commented on how important the park is to Plymouth as a community, stating that it is the center of the community and a feature that makes Plymouth distinct from other communities in the area. No clear categories emerged in the responses. Responses are interesting and insightful, and in some cases stray beyond the question posed. The best way to understand respondents’ thoughts will be to read through them.

The pages to follow offer more detail about the research design and the data it produced. Those interested in more detail can examine summary tables for each scaled question and the comments given in response to the open-ended question.

Research Design

The city administration and researcher worked cooperatively to develop a survey instrument that would take 5 minutes or less to complete and would provide information that the city believed would be most helpful to its strategic planning initiative. A process was designed that would include households in all neighborhoods of the city and would likely be representative of the community as a whole.

A common practice in survey research is sampling, which is used when the time and cost of reaching all members of a group are prohibitive. Since there are over 4,000 households in the city, it was decided that sampling would be used to keep down the time and cost of the survey. There are many sampling processes used in research, but random sampling is the best for generating information that is likely to be representative of the larger population of interest. The Plymouth Kellogg Park Survey employed random sampling.

The city provided a list of residential addresses in the city from its utilities database. These addresses were organized by election precinct and then ordered alphabetically by street name. A random selection process was used to draw 175 addresses from each precinct for a total sample size of 700. This process guaranteed that households from all neighborhoods in the city would be invited to participate. About one out of every six households in the city were included in the sample.

The survey posed 17 questions in the following four categories: demographic (3); general (6); appearance and use (7); and, open-ended (1). The survey was designed to fit on two pages of standard-sized paper, which would facilitate ease of mailing and return. An online version of the survey was also created and hosted on the website SurveyMonkey. This gave respondents an option to complete the survey electronically.

Each address in the database was assigned a unique identification code that would be used to make sure that returned surveys had actually come from addresses that were invited to participate in the survey. The first question on the survey, not counted in the 17 questions mentioned above, asked participants to provide the unique identification for their address. Only the researcher has access to the unique codes and knows which addresses replied to the survey. This information remains confidential and will never be shared with the city.

Survey packets were mailed to households in city envelopes and contained the following: a letter from the mayor inviting participation; a letter from the researcher explaining the process and how to participate; a survey; a research statement from

Eastern Michigan University; and a postage-paid return envelope that was addressed to the Political Science Department at Eastern Michigan University. Completed surveys were returned between late November and early January. Out of the 700 households in the sample, 236 replied to the survey for a response rate of 33.7%.

City of Plymouth Kellogg Park Survey

Please circle the letter that best corresponds to your opinion. The last question provides an opportunity for you to add any additional comments you think would help the city in its planning for Kellogg Park.

Unique Survey Number

1. Please enter the number you received with your invitation to participate:

Demographic Information

2. In what age range are you?
a. Under 30 b. 30 to 39 c. 40 to 55 d. 56 to 65 e. 66 or Older
3. What is your status?
a. Single b. Married or living together c. Divorced and/or widowed
4. Do you have children?
a. No b. Yes, all or some living at home c. Yes, all living out of the home

General Questions

5. In the last 45 days, how many times have you or someone in your household visited Kellogg Park?
a. Zero b. 1 to 3 c. 4 to 6 d. 7 to 9 e. 10 or more
6. Should the city look at ways to update or improve Kellogg Park?
a. No b. Yes c. Maybe (depends on the updates or improvements)
7. If residents want updates or improvements, would you support using tax revenue to pay for them?
a. No b. Yes c. Maybe (depends on the updates or improvements)
8. How safe do you feel in Kellogg Park?
a. Unsafe b. Neither unsafe nor safe c. Safe d. Very safe
9. How important is it to you that Kellogg Park have a fountain?
a. Unimportant c. Important
b. Neither important nor unimportant d. Very important
10. How important is it to you that special events (concerts, festivals, etc.) be held in Kellogg Park?
a. Unimportant c. Important
b. Neither important nor unimportant d. Very important

Appearance and Use of Kellogg Park

11. Should there be a shelter or pavilion in Kellogg Park?
 - a. No
 - b. Yes
 - c. Maybe (depends on the design)
12. Should there be more permanent seating in Kellogg Park?
 - a. No
 - b. Yes
 - c. Maybe (depends on the type of seating)
13. Should there be more walking paths through Kellogg Park?
 - a. No
 - b. Yes
 - c. Maybe (depends on the location)
14. Should there be public art in or around Kellogg Park?
 - a. No
 - b. Yes
 - c. Maybe (depends on the art)
15. Should there be more landscaping (e.g. shrubs, flower beds) in Kellogg Park?
 - a. No
 - b. Yes
 - c. Maybe (depends on the design)
16. Regarding the number of trees in Kellogg Park, which of the following best captures your opinion?
 - a. There are too few
 - b. The amount is just right
 - c. There are too many
17. How many special events did you attend in Kellogg Park over the past 12 months?
 - a. Zero
 - b. 1 to 3
 - c. 4 to 6
 - d. 7 to 9
 - e. 10 or more
18. In the open space below, please tell us how you enjoy Kellogg Park and what you think is important for the community to have in Kellogg Park.

Survey Results

Survey results are in the form of quantitative and qualitative data. Both types of data describe something about residents' thoughts pertaining to city issues. The difference between the two types of data is that some descriptions lend themselves to simple and exact categorization and can be converted to numbers for statistical analysis. Sixteen questions in the survey fall into the category of quantitative data. Each of these questions has been summarized in table form below. One question produced a description that defied simple and exact categorization and has been left in descriptive form. This question produced qualitative data only. The best way to understand these data are to read or skim them as written by the respondents themselves.

Quantitative Data

Data were entered into Microsoft Excel and then imported into IBM SPSS Statistic 25 for analysis. What appears below for each question are called frequency tables. They show the number and overall percentage of responses given by category. There are a few things in the tables that the average reader will not likely have encountered before and warrant some introduction. In the case of this study, the two most meaningful columns are the frequency and the percent. Frequency refers to the number of times a particular answer was given. Percent refers to the ratio of answers given to the number of surveys returned, which in this survey was 236. Two other columns are provided by IBM SPSS that may confuse the reader. They can be ignored, or if the reader wishes to understand, the following explanations are offered: valid percent takes into account the number of respondents who left the question unanswered when computing the ratio; cumulative percent simply adds the percent from row to row; and missing systems shows the number of respondents who did not answer a question. Since nearly all respondents answered all questions, the percent and valid percent are identical in many cases and nearly identical in the other cases.

Precinct

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	1	54	22.9	24.1	24.1
	2	39	16.5	17.4	41.5
	3	59	25.0	26.3	67.9
	4	72	30.5	32.1	100.0
	Total	224	94.9	100.0	
Missing	System	12	5.1		
Total		236	100.0		

Multifamily

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Single-Family Dwelling	170	72.0	75.9	75.9
	Multi-Family Dwelling	54	22.9	24.1	100.0
	Total	224	94.9	100.0	
Missing	System	12	5.1		
Total		236	100.0		

Paper or Online Reply

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Paper Reply	205	86.9	86.9	86.9
	Online Reply	31	13.1	13.1	100.0
Total		236	100.0	100.0	

In what age range are you?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Under 30	4	1.7	1.7	1.7
	30 to 39	51	21.6	21.7	23.4
	40 to 55	59	25.0	25.1	48.5
	56 to 65	47	19.9	20.0	68.5
	66 or Older	74	31.4	31.5	100.0
	Total	235	99.6	100.0	
Missing	System	1	.4		
Total		236	100.0		

What is your status?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Single	37	15.7	15.7	15.7
	Married or Living Together	146	61.9	62.1	77.9
	Divorced and/or Widowed	52	22.0	22.1	100.0
	Total	235	99.6	100.0	
	Missing	System	1	.4	
Total		236	100.0		

Do you have children?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	No	58	24.6	24.7	24.7
	Yes, all or some living at home	88	37.3	37.4	62.1
	Yes, all living out of the home	89	37.7	37.9	100.0
	Total	235	99.6	100.0	
Missing	System	1	.4		
Total		236	100.0		

In the last 45 days, how many times have you or someone in your household visited Kellogg Park?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Zero	23	9.7	9.7	9.7
	1 to 3	72	30.5	30.5	40.3
	4 to 6	71	30.1	30.1	70.3
	7 to 9	26	11.0	11.0	81.4
	10 or more	44	18.6	18.6	100.0
	Total	236	100.0	100.0	

Should the city look at ways to update or improve Kellogg Park?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	No	37	15.7	15.8	15.8
	Yes	56	23.7	23.9	39.7
	Maybe (depends on the updates or improvements)	141	59.7	60.3	100.0
	Total	234	99.2	100.0	
Missing	System	2	.8		
Total		236	100.0		

If residents want updates or improvements, would you support using tax revenue to pay for them?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	No	59	25.0	25.2	25.2
	Yes	66	28.0	28.2	53.4
	Maybe (depends on the updates or improvements)	109	46.2	46.6	100.0
	Total	234	99.2	100.0	
Missing	System	2	.8		
Total		236	100.0		

How safe do you feel in Kellogg Park?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Neither Unsafe nor Safe	3	1.3	1.3	1.3
	Safe	77	32.6	32.6	33.9
	Very Safe	156	66.1	66.1	100.0
	Total	236	100.0	100.0	

How important is it to you that Kellogg Park have a fountain?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Unimportant	16	6.8	6.8	6.8
	Neither Important nor Unimportant	43	18.2	18.2	25.0
	Important	95	40.3	40.3	65.3
	Very Important	82	34.7	34.7	100.0
	Total	236	100.0	100.0	

How important is it to you that special events (concerts, festivals, etc.) be held in Kellogg Park?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Unimportant	13	5.5	5.5	5.5
	Neither Important nor Unimportant	25	10.6	10.6	16.1
	Important	62	26.3	26.3	42.4
	Very Important	136	57.6	57.6	100.0
	Total	236	100.0	100.0	

Should there be a shelter or pavilion in Kellogg Park?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	No	141	59.7	60.8	60.8
	Yes	11	4.7	4.7	65.5
	Maybe (depends on the design)	80	33.9	34.5	100.0
	Total	232	98.3	100.0	
Missing	System	4	1.7		
Total		236	100.0		

Should there be more permanent seating in Kellogg Park?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	No	147	62.3	63.1	63.1
	Yes	24	10.2	10.3	73.4
	Maybe (depends on the type of seating)	62	26.3	26.6	100.0
	Total	233	98.7	100.0	
Missing	System	3	1.3		
Total		236	100.0		

Should there be more walking paths through Kellogg Park?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	No	189	80.1	81.8	81.8
	Yes	14	5.9	6.1	87.9
	Maybe (depends on the location)	28	11.9	12.1	100.0
	Total	231	97.9	100.0	
Missing	System	5	2.1		
Total		236	100.0		

Should there be public art in or around Kellogg Park?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	No	71	30.1	30.7	30.7
	Yes	57	24.2	24.7	55.4
	Maybe (depends on the art)	103	43.6	44.6	100.0
	Total	231	97.9	100.0	
Missing	System	5	2.1		
Total		236	100.0		

Should there be more landscaping (e.g. shrubs, flower beds) in Kellogg Park?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	No	95	40.3	41.3	41.3
	Yes	52	22.0	22.6	63.9
	Maybe (depends on the design)	83	35.2	36.1	100.0
	Total	230	97.5	100.0	
Missing	System	6	2.5		
Total		236	100.0		

Regarding the number of trees in Kellogg Park, which of the following best captures your opinion?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	There Are Too Few	15	6.4	6.5	6.5
	The Amount Is Just Right	211	89.4	91.3	97.8
	There Are Too Many	5	2.1	2.2	100.0
	Total	231	97.9	100.0	
Missing	System	5	2.1		
Total		236	100.0		

How many special events did you attend in Kellogg Park over the past 12 months?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Zero	11	4.7	4.7	4.7
	1 to 3	55	23.3	23.7	28.4
	4 to 6	75	31.8	32.3	60.8
	7 to 9	46	19.5	19.8	80.6
	10 or more	45	19.1	19.4	100.0
	Total	232	98.3	100.0	
Missing	System	4	1.7		
Total		236	100.0		

Qualitative Data

When researchers ask open-ended questions, they are interested in the thoughts of participants as expressed in the words of the participants. Open-ended questions produce wider-ranging responses, which are often interesting and insightful. They are however, more difficult to categorize exactly. Many respondents to Question 18 view Kellogg Park as an integral part of the community and as an asset (or jewel) that gives Plymouth a character that other communities lack. Beyond this general finding, the responses received to Question 18 did not lend themselves to obvious categorization and have been left as written. Below are respondents' responses to the question.

Question 18 Responses

Please tell us how you enjoy Kellogg Park and what you think is important for the community to have in Kellogg Park?

1. The park is part of Plymouth. It brings family & friends together whether shopping, music, dating or just walking around town.
2. Park is fine like it is! Keep the fountain going. Replace dying trees. Great place for locals to gather & chill. Scale back on the size of the events. Everything does not have to be a plastic extravaganza with massive crowds & police tape everywhere. Money should be spent elsewhere on more real pedestrian street crossings & stop signs--on Starkweather & Liberty for example--super-dangerous for both pedestrians and drivers.
3. Some nicer landscaping, flower pots, etc. would be nice.

4. We enjoy the concerts. We enjoy the holiday decorations and the progression of the wise men through the park. The park is what makes our downtown special. It is a place to meet, to stroll and enjoy.
5. I love the concerts, Art in the Park, walking through the park to get to the Penn, market, shops, restaurants, etc. I love seeing all the dogs, kids, families in the park. Music in the park and all the special activities are what make Plymouth so special. People come from all over just to be downtown in the park. We need more parking!
6. This is the focal place for a community, that gives it the neighborly "feel" that makes Plymouth what it is.
7. Park brings people together--adds 100% to our town. Losing the park would lose the uniqueness of Plymouth--means everything to Plymouth. More benches with backs are needed--hard for older people to sit up straight for any length of time.
8. It's excellent for the residences, and great for business. It also brings in more revenue for business from surrounding cities. It's a great asset to us living in Plymouth.
9. Kellogg Park is the anchor and centerpiece of quaint, charming Plymouth. It is a wonderful place to gather, attend concerts, meet friends & play with children/grandchildren. We've lived in Plymouth (downtown) for the last 30 years, raised our children here & now have grandchildren who we're taking to downtown Plymouth & Kellogg Park. It is a job & privilege to be part of Plymouth. Would love to see attractive picnic/umbrella tables to eat lunch, snack, etc. We love the fountain but needs improvement. Grass is dead in parts of the park too. A few years ago, a lot of good ideas were presented by a landscape architect firm in Northville, but due to many residents who didn't want any change to the park nothing was done to make improvements. Like anything, tradition & maintaining the character of an area is key, but improvement & "refreshing" is important as well. Hope all can enjoy Kellogg Park forever! Thank you.
10. It is a space where people come together and there needs to continue to be ample space to do that. Families love to layout their blankets to watch concerts, etc. next to other families in the park. It should always remain the center/main attraction in town.
11. Kellogg Park is Plymouth. It's what makes our community stand out. It's the center of our town.
12. Everyone in Plymouth and surrounding areas loves the park. It is the town center. We are so fortunate to have it. Love seeing wedding, graduation pictures being taken there. Children's faces light up at the fountain.
13. I don't think there is enough space to add more paths, and I think permanent seating would be a horrible idea!

14. Community spaces like Kellogg Park are important for the health of a city. By giving residents a place to gather for recreation or public events, it encourages a sense of belonging and civic pride.
15. Kellogg Park is the center of the city and provides an important part of its character. Without the park, the city would not have the same draw to downtown businesses and restaurants and people from surrounding communities. The open spaces and park environment add significantly to the charm of the city.
16. Keep it simple so it is people friendly and easy to maintain—and most important used. Too fancy I feel it will not be used as much.
17. Place for friends and families to meet and enjoy the downtown.
18. Leave it alone—cut the grass, trim bushes, lightly trim trees. Don't fix what is not broken!
19. Kellogg Park is a wonderful tie back to our roots in history. It's nice to have a community space like this right downtown. I've heard talk that some want to cut down the trees and make things uniform and that would destroy its charm. Plus, it's unnecessary and a waste of money. The fountain was a gift and it should be maintained. We don't need some fancy new one. Again, there is a charm to the old.
20. I have lived in Plymouth my entire life. Love Kellogg Park. It does not need a lot of updating. Yes, new flowers in maybe better grass. But on the whole, it has that small-town charm that is important to me as a resident of this town for over 60 years. Why mess with it?
21. There should be as much open green space as possible. The City of Plymouth is losing much of its small-town charm, as much of the town is being overbuilt.
22. Kellogg Park is a wonderful place for the community together. I like the simplicity.
23. I enjoy walking through Kellogg Park on the way to restaurants/bars. I enjoy when the park is decorated for the holidays. Most importantly, I enjoy when the park is not over crowded and noisy. Do not draw more people to the park, there are already enough, especially for Friday summer concerts.
24. I think the current level of activity is good.
25. I love Kellogg Park for the open space grassy areas to play various games with my young children. I also love that the park can easily be set up to accommodate the various events. I am looking for both function and beauty in Kellogg Park.
26. It's a place to meet friends and enjoy the scenery. In summer need a few table and chairs to sit in visit. stop trying to make it into something it is not. take a chair get a sandwich at Jimmy John's and enjoy the fresh air.

27. I think it's just right, right now. I would hate to see it try and get too fancy and waste money better used elsewhere. Too many updates will make the park lose its charm and historic appeal.
28. Concerts, meals, dog walking, family fun.
29. Gathering of friends. Special events. Like decorated Christmas trees, Halloween displays, concerts.
30. I love it the way it is.
31. Don't enjoy the park at all. Cost us senior citizens on fixed incomes too much already.
32. More parking. What good is a park with no parking?
33. I enjoy watching people walking their pets, pushing their toddlers in their strollers, in senior citizen sitting on the park bench is. The community of Plymouth always seems to come to the park to appreciate the concerts and art festival. I believe the art is important to help inspire the youth, and give the adults a moment to reflect on life. I would like to see Kellogg Park keep it open layout so the citizens feel free to go to the park to picnic, or just walk around outside for a sense of community.
34. Kellogg Park is unique to Plymouth. I have lived in other western suburbs over the last 40-plus years, like Novi, Canton and Farmington Hills; but I think Kellogg Park is a treasure to Plymouth. I think it is very well used with all the special events for the family. You have the pavilion that is used for the farmers market and the restrooms. I think the park is great.
35. Concerts. Holiday displays. Fountain visits with children. Pleasure sitting and walking. Art in the Park.
36. Plymouth is a friendly city. Kellogg Park is friendly and does not need to go modernistic.
37. Recently my children bought me a scooter (can't walk to the park like I used to). The park is very important to me as I intend to increase my visits when weather permits—on my scooter. Visitors from out of town (Arizona) were just in love with our Plymouth. They saw all the Halloween displays and we ate at Compari's. The lady remarked, "I wish we could live in a town like this!" I feel blessed to be here and the fountain is my favorite part of the park.
38. It's a very nice park just the way it is. I don't feel like it needs anything new. Maybe another bench or two, at most.
39. I would hate to see Kellogg Park turn into something with pavilions & buildings—the park is perfect for what Plymouth uses at for! Maybe some nicer landscaping and picnic tables.

40. I enjoy the special events, especially the concerts.
41. We enjoy the park as it is with many events and the fountain. We would support spending more money on the fountain to ensure proper function. We would like to see the grass maintained where trees are bare spots, which could include ongoing sodding of barren areas. We love how it is the center of town.
42. Ice Fest is the best, also I like the trees at Christmas, scarecrows at Halloween. Other events not so important to me and seem to cater to out-of-towners, but are probably important to local businesses.
43. It brings people together & gets us outside. Makes me proud to be a resident of DTP.
44. Don't be changing trying to raise money—it's fine the way it is. Used to be a nice quiet city—you bring too many events to downtown—it's not always about money—charm is important!
45. No dogs during events in the park. Attended all events in the park—concerts, Art in the Park, Ice Fest, Fall Fest. We bring friends/family that don't live here to events. More concerned about parking in Plymouth than changes to the park.
46. Grass seeding needs to be taken care of better. Every year they lay new seed and it never seems to be able to thrive. Businesses should sponsor improvements to the park so residents' taxes aren't increase. Bike lanes to go to Kellogg Park are needed.
47. Less trees and more green space.
48. More of a mixture have mature and young trees needed that eventually will replace the mature trees. Kellogg Park is the center of town. The heart. Everyone outside of Plymouth knows this park. Walking or driving by, day or night, I see people in the park. Continued events in the park are needed. We also appreciate the routine care and maintenance provided by the city after an event. It always looks fresh. Keep the park versatile for all types of events. More importantly—the surrounding area east of the park needs improvement—spend money there.
49. It is a good public park. Ideas to alter its use through fixed seating, walls, expanded landscaping and large art takes space and access from families and kids who want a park to be green space.
50. Kellogg Park is a perfect green space in the middle of Plymouth. Due to the current setup it facilitates everything from concerts, to group fitness classes, festivals and simply a green space for families to relax. As a resident I enjoy Kellogg Park for all the reasons previously stated. The current fountain is a beautiful focal point in the park which is complemented by the unique, original architecture of the building the surrounding it in DTP. In my opinion, nothing else is needed in the park.

51. I would like to see safe bike tracks leading in/out/around Kellogg Park. We enjoy Walk/Run DTP group. We enjoy all the festivals. Music in the Air is too crowded anymore and we don't go.
52. Focal point of community. Very important to making Plymouth City a destination and not a geographical area like Plymouth Township or Canton.
53. Love the park. It is a beautiful and important central meeting place.
54. Our family enjoys living in DTP with quick walking access to Kellogg Park. We enjoy the music in the park in the summer and all events throughout the year.
55. To me, the park is refreshing and inspiring, in it truly is the heart of Plymouth. Would like to have it kept as it currently is, allowing for necessary updates and maintenance.
56. Keep community events and increase these events from February through March. Keep it simple. Don't over build it or improve for no reason period if you can't improve fountain with Wilcox Foundation money, don't do it at all.
57. In the summer I enjoy the park for attending the awesome concerts, and Art in the Park, and having fun with friends there. In the winter I love looking at the Ice Festival, and the beautiful Christmas trees all decorated. In the fall I love seeing the cute scarecrows all hanging out, and the Fall Festival.
58. It is a critical, defining element of Plymouth. I don't believe it's large enough to house a permanent shelter or pavilion or seating. The portable band stand and The Gathering work just fine.
59. Mostly in the summer when the vendors are there on weekends selling fruit, veggies, flowers and pastries. I buy a pastry and a coffee and sit over in Kellogg Park and enjoy seeing other folks having a good time. Being 87 years old it doesn't take much to entertain me.
60. Kellogg Park is a meeting place for groups who either use the park for their activity or start and finish in the park, e.g. running/walking groups. The summer concert series, farmers market and festivals bring life into the park and provide a way for everyone to enjoy the park. When searching for a place to live around Plymouth, I have evaluated places on how easy it was to access Kellogg Park and the activities and services including businesses around the park.
61. Please don't add a permanent shelter or seating that will remove the appeal of having a green park in the center of town.
62. Walking, sitting, bike riding.
63. The reason Plymouth is better than most downtowns is because of Kellogg Park/fountain. Not only is it historical, it brings a sense of community to our town. Northville

tried with “the square” and everyone will say it is not the same. Kellogg Park always has something for all ages.

64. It's a nice central meeting place that has beautiful green space. Good location for summer music, tree decorating, Ice Festival, etc. Would like more bench seating with backs for support; round, metal picnic tables with umbrellas in summer; and good drinking fountains. The circle at the fountain is important to keep because people meet up there even if the fountain isn't running.
65. The current layout/design is welcoming to all family, residence, visitors. It has a small-town feel but is inviting for the surrounding community. The events that take place there are one of the main reasons we have chosen the City of Plymouth as our home. Changing Kellogg Park in any significant way (I feel) would be a detriment to our near perfect town.
66. The fountain is a meeting place in Plymouth. One of the few where people are drawn to sit, listen to or watch the water. It has great energy. Make sure any future fountain design allows for kids to walk on the outer rim. Maybe consider a new fountain as a sculpture that includes more sounds (rushing water) and perhaps more visual water movement but still allows people to generally see across the fountain to maintain view. Trees/shrubs/plants: perhaps incorporate some permaculture, especially near the east side (raised herb community garden? flowering trees?) Is there any thought to extending it through (up to Wilcox house) to the east and closing off that section of road to cars, as that might draw in/connect some of the more eastern part of Ann Arbor Trail.
67. It's the epicenter of downtown Plymouth and should be maintained as such—to host the weekend market, special events and promote gathering—regardless of the fountain design.
68. Our family enjoys Kellogg Park several times per week. We have attended children's concerts, Halloween activities, and recently the lighting of the street for Christmas. It's a great place to read a book, have lunch, or just take a nap. The park has everything it needs, so I don't recommend making any drastic changes. The park is used so why change it? If it was not used, then make changes to attract people to use it.
69. My health prevents me from going to town activities. However, I used to enjoy events in Kellogg Park and I have several friends who go to town often. I think the fountain makes a nice focal point for the park. A roof in addition to The Gathering, and fixed seating will just require more maintenance cost and may limit the use of the space.
70. We enjoy music in the park, Ice Fest and many of the other festivals throughout the year. Having a park so central to everything is a great asset to the community and local businesses. The park could use a refresh but not with our tax dollars! This money should be raised from fundraisers and donors and local businesses.

71. It's a wonderful gathering place. Other than an updated fountain we see little reason to change much.
72. A great place to attend events such as concerts and festivals.
73. I think that there is plenty of walking paths. Any more walking paths you're going to have a block of concrete called a park. The fountain may not have to be there. Oftentimes see children/dogs in the fountain. If you want to take away the fountain and put a pavilion there, that may be a good option. Don't need a pavilion and a fountain. One or the other.
74. My concern with these questions is that there is a possibility to eliminate Kellogg Park? If so, this would be a tragedy. The proximity of the park to the city is what sets Plymouth apart from other cities and why so many people enjoy spending time in downtown Plymouth. I would like to see a fountain like one we had before an unlicensed contractor damaged it, beautification of the landscaping (more flowers done by a professional landscaper), trim bushes back and seed the lawn often.
75. Why add pavilion, walkways, art to the park—keep the green space! Are you trying to create a piece of property to be designed 100% in concrete/building just like homes are being built and used on a piece of small property. Keep property to have a large portion of green space! Why another survey on the Kellogg Park? One was done previously and it showed people do not want any new changes to the park. Who in the city authorized another survey? Just to show business?
76. We have young children and live within walking distance to Kellogg Park. We often take the children there on weekends. Kellogg Park is an asset to Plymouth and should be developed accordingly. Would like to see improvements to the general appearance, however concerned about the potential for increase in crime if more people are drawn to the park.
77. A better, more aesthetically pleasing—perhaps permanent—stage for concerts and performances. Better care of the grass/dirt. Seems to get trashed every year after the Ice Fest. Perhaps early spring re-seeding. Design of the park/enhancements should be classic to match the city—consider visiting other great sites for ideas. Silos in Texas (Magnolia) has turf grass (realistic) and a great stage. Leverage more unused parts of the park to add a small lounge/table area to work/read with complimentary Wi-Fi, but leave main area open for play, picnicking etc.
78. Fall Festival, chicken dinner eating, and ice cream by the fountain. Just walking through.
79. I like Kellogg Park the way it is. I would dislike having trees removed. My sons and I enjoy sitting in the shade while watching the children's concerts every Wednesday in the summer. We love the fountain as it is. Can't you just fix it instead of building a new one? No permanent seating please!

80. Dog walks & family outings. Open space.
81. Love the concerts during the summer sitting around the park with a Cup of coffee. Checking out the scarecrows. Checking out the Christmas trees. Just knowing we have a center park is very comforting. There are not too many communities that have one!
82. I think having the park in the center of the city is very important. There are always people milling around town and I like that period in the fall I have enjoyed seeing the Halloween decorations that the citizens have made. Riding through town in December with all the lights and decorations is very pleasant. I am 80 years old, so I don't walk around town much anymore but, in the past I have. My married children come to the summer concerts and if the wind is right I can hear the music from my home. I like that people make it a point to use our precious park. We need to keep it up for all to enjoy. Thank you for asking.
83. Kellogg Park is the central gathering space for this city, and the vibrancy of our community is dependent on its upkeep. My family strongly supports continued projects that keep it beautiful and functional.
84. Music for kids. Ice Fest. Fall Fest. Playing during nice weather. Sitting down by fountain. Christmas trees. Art Fair. Take daily walks with daughter.
85. My family and friends enjoy Kellogg Park very much. I'm very fortunate to live close to the park so I use/walk around it quite often. All the events that are held in Kellogg Park are great. Kellogg Park should definitely be maintained with a few improvements if it doesn't raise taxes. The Plymouth taxes are already outrageous and will now be raised again for the roads. Who knows if the taxes will be raised for the parking issue? I hope not! I will not be able to afford to live here.
86. I mostly like it the way it is.
87. It is the focal point of the city. It sets Plymouth apart as a special spot.
88. My family and I walked to Kellogg Park one to two times per week in the summer. We enjoy the kids concerts and using it as a nice green space to walk, enjoy ice cream, and let the kids run. All children love the fountain, which could use an update. I enjoy that it is not "overbuilt" and it would be a shame to see too much additional development. I would support some more work to the landscaping.
89. We enjoy the concerts in Kellogg Park. We don't think Kellogg Park needs to have too much "structure" (e.g. permanent seating, pavilion, etc.) but appreciate the ability for residents to bring their own seating and blankets.
90. I feel the park is fine just as it is.
91. I enjoy the community events held there.

92. A clean look/upkeep. Some art, perhaps along border to street (Union) some sort of artsy barriers. It's the close-by building that is an eyesore that ruins the enjoyment in Kellogg Park: Saxton's and parking lot.
93. My kids love Kellogg Park and all of the activities that take place. While I'd like to see it upgraded with modern technology, I don't want to see the city spending millions of dollars to do so. The design should be simple, if not similar to what we have now. Plymouth has small-town charm and that concept should be mirrored in the appearance of our park which is the center of downtown.
94. The streets surrounding Kellogg Park should be closed to traffic, allowing strolling, more pedestrian traffic and outdoor seating in summer. European cities all have pedestrian, traffic-free areas. They add to a great city atmosphere.
95. The central place to gather, associate, meet, rendezvous to picnic, see something or someone special, to do everything and nothing special, a destination to walk to, a place for mini-adventures and romances, for public forum and discussion. Modify the place as needed, but seek assistance of a design professional, to help get it right. Thanks for asking.
96. The park is awesome! We love music in the park as well as the other special events it hosts. It is a great place to take the family on a walk and the park is always safe and clean.
97. Kellogg Park is so unique to Plymouth. It is a perfect gathering spot for all the special events. It's something special most towns do not have. Let's keep it as is. We are lucky to have such a focal point.
98. I love going to the concerts in the park.
99. Enjoy the concerts and special events (Art in the Park, Ice Show, etc.) and just walking through after shopping and eating. Just would like to see a design that is functional for the events and just hanging out.
100. I love there being a place where families can gather with their children & pets for special events or just because it is a beautiful place to gather with family and friends. I love that Plymouth has a central gathering place, a center of town, a center for activities & events.
101. We enjoy its natural beauty of Kellogg Park. Nothing needs to be added.
102. I like it just the way it is, enjoy walking through it. Need to fix cement in front of Park facing Main St. I tripped and went sailing and very much injured myself. Lucky for 2 men that helped me get up on my feet and stayed with me on the bench.
103. I love the beauty of the park, being able to stroll through, sit on a bench and enjoy the ambiance and views. The fountain is a major focal point of the park and I consider it important to keep it. I love sitting outside at one of the restaurants bordering the park &

listening to music on a Friday night or just people watching. I guess, to summarize, I love the setup of the park as it is now. I wouldn't want to see too much build up, such as pavilions, structures, etc. I like it to be a beautiful open space, showcasing nature, trees, etc.

104. The Park is the center of activity for Downtown Plymouth life. It was a very large part of my family moving to the area; giving Plymouth a "family" feel. Knowing the space is limited, I would simply recommend to "freshen" the space. Meaning new walks, new greens, new fountain of similar size.
105. More in the summer! Before we moved to Plymouth, my husband and I loved Kellogg Park. The fact that people were laying on blankets reading, kids were playing in/near the fountain. Squirrels running around. It was, and is, a very special part of Plymouth. A safe, happy place. "Fountain Park" is what the kids from my daycare called it. It was a favorite of theirs. We would walk from my house and run around the park and fountain. I have a delightful video of two of my girls sitting on the side of the fountain, splashing their legs in the water. Laughing the whole time. Plymouth has lost a lot of its "quaintness" over the last 28 years that we have lived here. Please don't ruin Kellogg Park too.
106. We love all the community events held in the park. Our daughter learned to play hide & seek amongst the trees. We go to the kids' concerts and summer series, and we love having such a great space to walk to.
107. I enjoy daytime at the park – night seems more for the younger.
108. Green space, family friendly.
109. Open spaces for lounging, events, seating for concerts, fitness and running space for kids. While I like the number of trees in the park, I'm not sure they are optimally located to support the main uses of the park for most citizens. Green space and an open park is a unique draw of DTP and truly grounds the downtown.
110. This is Plymouth' Crown Jewel – don't make too many changes – important to keep small town old-time feel.
111. Is a good meeting area for friends and family. Don't add more concrete to the park. Keep it treed and green like it is, but enhance it properly.
112. The park is very nice and is a perfect place for special events. The bids for the fountain renovation were absurd! It is incomprehensible to me that the fountain project could cost more than several brand-new homes. The City should consider some non-traditional ways of constructing or improving the fountain.
113. Relocate the gathering pavilion and use that area to create a permanent stage and seating area, that extends toward the park. Close Penniman in front of the theater to

- automotive traffic and make it walking only area. That would allow more space for events and park enjoyment.
114. My daughter loves the fountain & special events (scarecrows, Christmas trees, music in the park).
 115. Do not feel expensive upgrades are necessary. Current usage is wonderful.
 116. Only if it's more parking. Waste of time asking any of these questions, as the city council doesn't really use this info. I hate that my tax \$ paid for this effort! Please don't select me anymore. This is a waste of resources. I think it should be turned into a parking lot. Since Plymouth only cares about taxable lots, why not just make it more housing developments – more townhomes – that's what we need. The chief complaint from everyone in Plymouth is parking & until that is resolved – the park staff does not matter. No one will come if no one can park. Please add parking – not more homes!
 117. Do a 2-year temporary tax for improvements. The park should be in perfect condition. Fix it! The fountain is the centerpiece. The band concerts on Thursday – Friday and the kids' concert on Wednesday are excellent.
 118. Can't you get the funds from the business? The park draws people downtown. Very good police force. It helps draw families. Too vague. What kind of art?
 119. The park is unique as a gathering place and a place to hold events. Being what I consider the center of the city is special.
 120. Music in the Air is such a great way to meet up with family & friends. The performers and bands are very talented. I also enjoy the various displays, like the Christmas trees & scarecrows.
 121. It adds to the holidays. Adding some lights to the trees in the park may be something to consider. Thank you.
 122. I like Kellogg Park to watch the fountain and people watch. It's a great place that can be either quiet to relax or full of activity, depending on the time of day. The summer concerts are enjoyable. The park is well-kept and visually attractive, an asset to Plymouth.
 123. It is an informal gathering place that confirms that we are a community of people first and foremost.
 124. I enjoy it for walks with my family when it is not too crowded.
 125. Music in the Park. Scarecrows. Art Fair. Christmas trees. Fall Festival.
 126. Have taken our grandchildren there when they were young to run around and play. Close to shops. Restaurants, ice cream, movies, etc. Great meeting place for the community. Very aesthetically attractive in downtown.

127. The fountain is very important—it is something people always remember and is unique to other downtown areas. Walking paths and open space in the park are important as well. Love being able to play in the park and have a picnic with my family.
128. I enjoy walking my dog in the park & I look forward to Art in the Park & the ice festival. It is a nice place to listen to music, go to the farmer's market, and attend other special events.
129. Our family enjoys attending events & cooling off in the shade of the trees. The kids enjoy throwing change into the bowl of the fountain. Kellogg Park is great to anchor the events in downtown, but it is not generally a destination by itself for our family.
130. Keep Plymouth, Plymouth. Trying to be all uppity is going to be the downfall. We like Little Plymouth. Will move somewhere else when it gets out of control. Dumb people are in charge.
131. I walk my dog to Kellogg Park every day. I love the scarecrows and trees every fall/winter. I also enjoy the Art in the Park and the Fall Fest is ok. The pancake breakfast, spaghetti dinner, and Rotary chicken are staples. I like how it is. It doesn't need to be any fancier, grander. We have a lot of people that visit Plymouth now, I don't want to have to wait longer for a table at my favorite restaurants!
132. It's important to continue to hold community events there. Outside of the schools, the events are why I purchased a house here.
133. Kellogg Park is the heart of this town. Most people I talk to knows of the park, many come from other communities to enjoy the events. When you mention downtown Plymouth, people think of Kellogg Park. Not every community has a downtown, where is downtown Livonia, Westland, Dearborn? The events held in the park are well-known and well-attended. As a resident, we can enjoy many events during off hours, when the crowds are small (i.e. the ice festival at night). I enjoy Kellogg Park day and night, I always feel safe. I did not attend a lot of events, but I love that I can many times throughout the year.
134. Don't need more permanent seating, as everyone is really good at bringing their own chairs. Either more public restrooms or fix up and maintain the ones that are in the gathering space. Current fountain is fine – Just repair & keep it clean. If fountain is replaced, keep it simple. Relocate the large power box, so it doesn't obstruct the view of the stage. Enforce vehicle/noise laws (motorcycle, etc.) during events, concerts, etc.
135. It's a beautiful park just the way it is! Repair if needed, but the fountain is great for the little ones and their families! A number of people I talked to ask me, "Why are you changing it!"
136. I enjoy Music in the Air/Park. I like the farmer's market next to the park. We enjoy the ice sculptures, scarecrows, and Santa.

137. Love the summer concert series. Kids events. Would like to mention the need to stop all the advance chairs being put in the park at 8:00 am on Friday. This limits daytime use and looks horrible. We moved here in April and that is my biggest complaint. I believe we have a great mix of events, but definitely open to more options.
138. I don't know what could be done to improve the park that wouldn't take away precious space needed for events. There is a pavilion near the park which should be available when activities are planned at Kellogg Park. My grandchildren & I love to visit the park to kick the soccer ball around, sit & eat our lunch, or just sit around the fountain. I attend events when I can & always enjoy my time in town. It's a pleasure to have the park, as it attracts people from all over & events & is always kept up and appealing. Our Kellogg Park is our Plymouth Pride.
139. To me, the park is a busy, enjoyable place and accommodates all walks of life. As it is, it's a perfect fit for our charming city.
140. Enjoy evening walks into town, Saturday morning farmer's market, all the concerts. The park does not need to be updated into the 21st century.
141. It's the center of town. It is a park. It should not become a permanent events space. I would like it to continue to be kept as open space. Utilizing the park as a green space will help keep maintenance costs low & keep the small town character of the City. The City should find some way to develop the Saxton's property and parking lot into something equally beneficial to the community.
142. Isn't there already where the cars and farmer's market are?
143. It would be better if parking spaces were eliminated on streets edging the park.
144. Kellogg Park is the centerpiece of our city & the symbol of Plymouth. People love it because it is the center of all activity in town. It's a huge part of what makes Plymouth unique. Cutting down the trees would be a big mistake. They provide shade for events and add to the natural beauty of the park. If any additional seats are added, it should just be benches with backs. A pavilion would be an eyesore & a detriment to the visual appeal of the park. Our family walks to the park as much as possible (almost every day in the warmer months). We have picnics, go to concerts & walk around the fountain. The fountain should stay simple. Nothing over-the-top.
145. My family & I enjoy walking around after dinner or just on a nice day. We will sit for a picnic and enjoy a number of family-friendly events at the park.
146. I enjoy going to the farmers market, chili cook off, fall festival, concerts, etc. I haven't made it there this year for these, but in prior years I went to see the scarecrows, the Christmas tree, ice festival, art in the park as well as taking my children to see Santa (that line is too long/cold...cover the line with a heated canvas or something to provide protection from the elements?) My son enjoys the fountain.

147. Park is a real gem! Events at park are a real attraction for city of Plymouth! Musical concerts and events like art in the park, and ice festival are great. Find more events to hold in park.
148. We enjoyed the concert in the summer, Halloween display in the fall, Christmas decor and the ice festival in the winter. We enjoy walking through the park during good weather. We enjoy taking our dog for walks through the park as well. It would be nice if the grass could be better, well kept—there are many dirt patches throughout.
149. I actually like Kellogg Park the way it is. A newer, updated landscape design would be great, though.
150. On concert days, I think it is ridiculous that the city allows people to place chair in the park to save seating so very early in the morning. There should be a one hour limit. Those who ignore the policy should pick up their chairs at DPW yard.
151. Sitting by the fountain with coffee and a pastry after the market on Saturday morning and watching all the kids play. It is important to have benches with backs to lean on.
152. Kellogg Park gives the city a small-town field. I like the fountain, but a sculpture with flower beds could be nice. Not having a fountain would allow for a few more benches. I think we should keep the park simple.
153. I like the green space.
154. We enjoy farmers market, ice & art festivals. Really miss the chili cook off.
155. A variety of events is important. I personally enjoy walking through the park and taking time to sit on park benches to people watch. The park could use more benches as I often find that they are fully occupied.
156. We walk our dog through Kellogg Park almost every day and absolutely love how it changes over the seasons. It is such a big part of what makes Plymouth feel like a close community. A central park where we can all visit and walk around and feel like we belong and are welcome and is safe and well maintained is a huge part of why I love living in Plymouth.
157. Please leave Kellogg Park alone! Other than perhaps adding a few more benches here and there, it's fine. Maybe the City of Plymouth should consider leaving something alone for a change—throw the long-time residents a bone and don't "improve" it, so we can still recognize the place. The city needs to stop looking for ways to spend money needlessly.
158. The most important aspect of Kellogg Park is to have a little green space and an identifiable center in and of the city. It's been somewhat degraded over the years as more commercial interests and larger structures have intruded on the park area. I've visited less in recent years as I've gotten older. In the past, it's been a place to walk to, to

walk around in, and in which to attend the Friday night concert series. It's a nice open space that complements the Farmer's Market during the May-Oct period.

159. Kellogg Park is a wonderful asset to the community
160. As a lifelong Plymouth resident, Kellogg Park has always been a gathering place for our family and friends. It is a nice place to either sit alone quietly, watch a concert, or use as a landmark for meeting up with friends. I cannot imagine not having the park there without the fountain. I do not think the space is large enough for a permanent shelter. Please leave the park as the quaint place that it is.
161. Shade, grass, fountain, open space, scarecrows, holiday displays, place for children, concerts, strolling, dog walking
162. Enjoy special events and park is important as a central location and says you're in Plymouth
163. My kids and I love just having a snack at the fountain or checking out the scarecrows or holiday trees in Kellogg Park. Throwing pennies in the fountain in the summer is a special tradition. I think having a central gathering place makes Plymouth feel more like a community you want to just hang around in.
164. The fountain in the park makes it unique and inviting. Kellogg Park defines what downtown Plymouth has meant to me...a place for residents to gather for concerts, celebrate our history and come home to. New houses are replacing old ones Kellogg Park ties us to our past with the Wilcox House and Penn Theatre. Perhaps closing off the streets around the park should be considered permanently to create a town square.
165. My kids love running around in the park anytime we visit DTP, which is frequently. It's a central meeting point, a gathering place and a great community space. It's one of the hallmarks of DTP.
166. Art fairs, festivals, concerts, workout classes, food/beer/wine festivals, flowers, trees
167. We enjoy concerts. We get coffee or ice cream and walk around and sit on benches. I would like to see more benches with backs on them for relaxing. We have taken our grandchildren and played on the grass.
168. I attend many special events - particularly the Friday concerts in the summer. I frequently walk my dog in the park. She really enjoys seeing the other animals and children/people in the park. I enjoy the lights, Christmas trees and scarecrows during the holidays. I go there a lot. I think that the current character is extremely important. It is low-key so you feel like you can walk around on the grass. The trees provide a great amount of shade and are beautiful. The fountain is wonderful and people love to sit around it. The kids enjoy it very much. I think it is a great place for families because they

- feel like their kids can run around without having to worry about them "damaging" anything.
169. It serves an important role as a green space and community center. As a green space, it does not need a lot of additional things. Needs only grass that can handle lots of traffic and trees that provide beauty and shade. Does not need more trees but need to plan for fact that trees don't last forever and replacing the large ones will take decades.
 170. Picnics, concerts, festivals, just walking through the park, or sitting and enjoying the place. Whatever is done needs to respect the ambience of Plymouth, the city of trees, a place for families. It should NOT be 21st Century or commercial.
 171. We would love to go to the park and sit, but nothing available. We would love to eat in the park but nothing available. Do not destroy the trees.
 172. I'm happy we have the park. I don't see myself ever going to the park to see a concert. But it's a place I walk through on my way to the farmers market, or to restaurants, or out for a walk.
 173. Spaces where people of a community can gather help build a sense of belonging and togetherness. A public outdoor space where you can just exist, with no obligation to purchase something, no membership fees, with equal access to all ages and abilities help people feel welcome. Hosting community events contributes to this. A downtown park is what separates Plymouth from other communities and contributes to its appeal. It makes the community more walkable, invites interactions between people, provides respite from the commercial and housing development. We need spaces where these things can happen without a prescribed use like permanent structures (seating/pavilion) and should be as open for use as possible. I am not in favor of making the park serve a single purpose like concerts.
 174. Don't raise taxes for the park just donations. Add a few trees
 175. The community needs green space. A space that has a central gathering area. It would be great to see the city's take on funding fountain, as we don't believe the repairs are worth the investment.
 176. As a community park we need to stay the course and maintain the open access currently offered by Kellogg Park. We don't need playscapes or picnic pavilions which cater to a specific group and not the community as a whole. Maintaining the safe, peaceful atmosphere should remain the priority.
 177. It's great to have a park in town. That said there isn't much to "do" there unless an event is occurring. A skating rink would be fun. I really like what they do with Cadillac Square in Detroit. More social engagement spaces (lodge) and pop-up shops.

178. We walk our dog in the park and surrounding area most days. The special events and the open areas with the fountain as the focal point really make the park appealing and useful for many.
179. We love the music in the park. We enjoy the ability to walk around the park and through the park. The park should remain a focal point of downtown and should continue to be a gathering place for the residents of Plymouth. The more community activities the better.



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 - Poverty Exemption for 2020 - 01-20-20.docx*
Date: January 15, 2020
RE: Poverty Exemption

Background

The City is required to comply with State law related to tax exemption due to poverty. This law requires that the City must have the City Commission adopt a policy for Poverty Exemption for property taxes. This has generally only affected one or two residents in the City.

You may recall that several years ago there was a large City whose Board of Review was just simply granting these exemptions without much review. As a result of those actions the State Tax Commission has asked all municipalities to re-visit their policies to insure adherence to the Public Act. For us; this is pretty much a housekeeping matter as we have had policies in place for more than a decade related to this matter.

Attached is a brief memorandum from our Finance Director John Scanlon which outlines this matter a little further. We have also attached a copy of proposed policy that will comply with the Rules and Regulations of the State Tax Commission. Again, this affects only a very small amount of properties in the City.

RECOMMENDATION:

The City Administration recommends that the City Commission adopt the attached Board of Review 2020 Poverty Exemption Policy as presented by the City's Contract Tax Assessor. Adoption of this policy will bring the City into compliance with the rules and regulations of the State Tax Commission.

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



CITY OF PLYMOUTH

www.plymouthmi.gov

201 S. Main
Plymouth, Michigan 48170-1637

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

MEMORANDUM

Date: January 15, 2020
To: Paul Sincock, City Manager
From: John Scanlon, Finance Director
Subject: Poverty Exemption

Issue: Exemption of Principal Residence by Reason of Poverty

Analysis: Under Michigan Compiled Laws 211.7u, the City Commission is required to adopt an asset test to determine poverty exemption status prior to the March Board of Review. The attached bulletins outline the State of Michigan's Department of Treasury recommendation for the determining that status. The attached resolution reflects the recommendations set forth by the Department of Treasury.

Requested Action: Approve Exemption of Principal Residence by Reason of Poverty Resolution

Attachment(s): Memorandum from the City Assessor, Resolution for the City of Plymouth Poverty Exemption, Instructions and Application for the Poverty Exemption, and Treasury Department Bulletin 14 of 2019

THE CITY OF HOMES

twitter.com/PlymouthMIgov

facebook.com/CityofPlymouthMI



CITY OF PLYMOUTH

www.plymouthmi.gov

201 S. Main
Plymouth, Michigan 48170-1637

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

MEMORANDUM

To: Maureen Brodie, City Clerk
From: Jennifer Nieman-Stamper, Assessor
Date: January 9, 2020
Subject: City of Commission Agenda Item
Exemption of Principal Residence by Reason of Poverty

Michigan Compiled Laws 211.7u requires local units to annually adopt a policy, including an asset test, to be used by the Board of Review to approve or deny poverty exemptions.

I am respectfully requesting that the City Commission approve the attached "Resolution for City of Plymouth Poverty Exemption for 2020".

I have also attached State Tax Commission Bulletin 14 of 2019 which provides the federal poverty guidelines for use in setting poverty exemption guidelines for 2020 assessments on pages 1 and 2.

Thank you.

THE CITY OF HOMES

twitter.com/PlymouthMIgov

facebook.com/CityofPlymouthMI



CITY OF PLYMOUTH

www.plymouthmi.gov

201 S. Main
Plymouth, Michigan 48170-1637

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

GUIDELINES AND INSTRUCTIONS FOR POVERTY EXEMPTION - 2020

General Information and Instructions for Applying for Poverty Exemption

If granted an exemption, it is for the current year only. If your situation warrants an exemption in years following, a new application must be submitted for review. The Low/Limited Income exemption is meant to be a temporary form of assistance.

Per, MCL 211.7u(3), the application for consideration must be received by the Assessor's Office at least one day prior to the last session of the Board of Review. Board of Review dates are posted annually and may also be found at www.cityofplymouth.com or by calling (734) 453-1234. By resolution by the Plymouth City Commission, application can be made by mail.

The application must be filled out in its entirety and all requested documentation must be attached. If an area does not apply to the applicant, "N/A" must be used. If the application is not complete or requested documentation is not included, the Board of Review will deny the exemption. All pages included with this application must be returned when the application is submitted for review.

MCL 211.7u(5) allows the Board of Review to deviate from the established guidelines if there are "substantial and compelling" reasons. It is required that all substantial and compelling reasons be documented.

Per MCL 211.7u(6), a person who files a claim for Poverty exemption IS NOT prohibited from also appealing the assessment on the property to the Board of Review in the same year.

If the applicant qualifies for Poverty Exemption, the Board of Review may grant a complete exemption from property taxes, a partial reduction in property taxes, or no reduction as set forth in these guidelines. Approval of the application does not automatically warrant a complete exemption from property taxes. Under no circumstances shall the Board of Review reduce the taxable value lower than that which produces an annual tax equal to 3.5% of an applicant's income plus any property tax credit refund payable by the State of Michigan (1040CR) so as not to reduce applicant's following years income tax refund.

Required Documentation to be Attached to Poverty Exemption Application

Federal and State income tax returns for all persons residing in the household must be included with the application. The Homestead Property Tax Credit Claim Form (MI-1040CR) must also be included. The tax returns may be from the current or preceding tax year. If any person in the household is not required to file federal or state tax returns, the included affidavit must be completed by each person that does not file taxes.

The most recent statement for all bank accounts, investments, IRAs, CDs, 401ks, money market, annuities, etc. The statement submitted must be complete with no missing pages and submitted for all persons residing in the home.

Proof of income/assets from the Social Security Administration, Veterans Administration, Medicare, Medicaid, Bridge Card, and any College/University scholarships for all persons residing in the home.

The most recent mortgage statement of the primary residence under review, including any reverse mortgages.

If applicant is requesting the Board of Review to deviate from the established income and asset guidelines, substantial and compelling documentation must be provided. These can include, but are not limited to, medical documentation stating a disability and the degree of disability, medical bills the applicant is responsible for and other documentation to support a deviation.

If primary residence being sought for exemption was purchased within the past two years of this application, homeowner's closing statements must be submitted with application.

Common Reasons for Denial of Poverty Exemption Application

Below are common reasons (but not an exhaustive list) of why a claim for Poverty Exemption is denied:

- Failure to fill out all areas of the application, including "N/A" in areas not applicable to the applicant or signing the application.
- Failure to include State and Federal Income taxes or Michigan 1040CR for current or one preceding year for all persons residing in the home. **Please note that the State of Michigan 1040 CR is required to be filed with this application. It can still be filed with the State of Michigan even if the applicant does not file income taxes.**
- Failure to include complete banking/investment account and mortgage statements for all persons residing in the home. All pages must be submitted.
- Failure to document "substantial and compelling" reason why Poverty Exemption should be granted if applicant is over income/asset guidelines.

If you are not satisfied with the determination of the Board of Review on the application, you may further your appeal to the Michigan Tax Tribunal (MTT) by contacting them at (517) 373-4400. Appeals must be made by July 31 for applications submitted to the March Board of Review, and within 30 days of the Board of Review's decision on applications submitted to the July and December Board.

Poverty Exemptions are governed under Michigan Compiled Law (MCL) 211.7u which states the following:

- (1) The principal residence of persons who, in the judgment of the supervisor and board of review, by reason of poverty, are unable to contribute toward the public charges is eligible for exemption in whole or in part from taxation under this act. This section does not apply to the property of a corporation.
- (2) To be eligible for exemption under this section, a person shall do all of the following on an annual basis:
 - (a) Be an owner of and occupy as a principal residence the property for which an exemption is requested.
 - (b) File a claim with the supervisor or board of review on a form provided by the local assessing unit, accompanied by federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns, filed in the immediately preceding year or in the current year. Federal and state income tax returns are not required for a person residing in the principal residence if that person was not required to file a federal or state income tax return in the tax year in which the exemption under this section is claimed or in the immediately preceding tax year. If a person was not required to file a federal or state income tax return in the tax year in which the exemption under this section is claimed or in the immediately preceding tax year, an affidavit in a form prescribed by the state tax commission may be accepted in place of the federal or state income tax return. The filing of a claim under this subsection constitutes an appearance before the board of review for the purpose of preserving the claimant's right to appeal the decision of the board of review regarding the claim.
 - (c) Produce a valid driver's license or other form of identification if requested by the supervisor or board of review.
 - (d) Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested if required by the supervisor or board of review.
 - (e) Meet the federal poverty guidelines updated annually in the federal register by the United States department of health and human services under authority of section 673 of subtitle B of title VI of the omnibus budget reconciliation act of 1981, Public Law 97-35, 42 USC 9902, or alternative guidelines adopted by the governing body of the local assessing unit provided the alternative guidelines do not provide income eligibility requirements less than the federal guidelines.
- (3) The application for an exemption under this section shall be filed after January 1 but before the day prior to the last day of the
- (4) The governing body of the local assessing unit shall determine and make available to the public the policy and guidelines the local assessing unit uses for the granting of exemptions under this section. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and total household income and assets.
- (5) The board of review shall follow the policy and guidelines of the local assessing unit in granting or denying an exemption under this section unless the board of review determines there are substantial and compelling reasons why there should be a deviation from the policy and guidelines and the substantial and compelling reasons are communicated in writing to the claimant.
- (6) A person who files a claim under this section is not prohibited from also appealing the assessment on the property for which that claim is made before the board of review in the same year.
- (7) As used in this section, "principal residence" means principal residence or qualified agricultural property as those terms are defined in section 7dd.

INCOME GUIDELINES FOR POVERTY EXEMPTION *

* Per Michigan State Tax Commission Bulletin number 14 of 2019, "Changes for 2020", October 14, 2019

<u>Number in Family</u>	<u>Income</u>
1 member	\$ 12,490
2 members	\$ 16,910
3 members	\$ 21,330
4 members	\$ 25,750
5 members	\$ 30,170
6 members	\$ 34,590
7 members	\$ 39,010
8 members	\$ 43,430
For each additional person	\$ 4,420

According to the US Census Bureau, "Income" includes:

- Money, wages, and salaries before any deductions
- Net receipts from non-farm self-employment. (These are receipts from a person's own business, professional enterprise, or partnership, after deductions for business expenses.)
- Net receipts from farm self-employment. (The same provisions as above for self-employment.)
- Regular payments from social security, railroad retirement, unemployment, worker's compensation, veteran's payments and public assistance.
- Alimony, child support, and military family allotments.
- Private pensions, governmental pensions, and regular insurance or annuity payments.
- College or university scholarships, grants, fellowships, and assistantships.
- Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts, and net gambling or lottery winnings.

ASSET LEVEL GUIDELINES FOR POVERTY EXEMPTION

The Asset Level does not include the primary residence for which exemption is being sought. It does include, but is not limited to:

- A second home, additional land not associated with the primary residence, or other buildings other than the primary residence being sought for exemption.
- Vehicles and other recreational vehicles such as motor homes, campers, ATVs, boats, and motorcycles.
- Jewelry, antiques, artwork, equipment, and other personal property of value.
- Bank accounts, stocks, bonds, and investments. This also includes the money received from the sale of stocks, bonds, investments, cars, and houses unless a person is in the specific business of selling such property.
- Withdrawals of bank accounts and borrowed money.
- Gifts, loans, lump-sum inheritances, and one-time insurance payments.
- Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms.
- Federal non-cash benefits programs such as Medicare, Medicaid, food stamps, and school lunches.

The total interest income in all accounts (checking, savings, CDs, IRAs, 401Ks, money market, annuities, etc.) CANNOT exceed \$1,500 in the prior calendar year.

The applicant shall not have ownership interest in any real estate other than the primary residence being considered for exemption.

The maximum amount in banking/investment accounts is \$10,000 per each person residing in the household with a maximum of \$20,000 for the total household.

Maximum total allowed assets, including amounts in banking/investment accounts may not exceed \$25,000 for the entire household. See above for what is considered an asset.

CITY OF PLYMOUTH INSTRUCTIONS AND GUIDELINES FOR POVERTY EXEMPTION - 2018

Parcel Number: 49 _____

APPLICATION FOR LOW/LIMITED INCOME APPEALS - 2020

Name of Applicant: _____ Age: _____

Property Address: _____

Phone Number: _____

Date home was acquired: _____ *If purchased within previous 2 years of application, closing documentation is required.*

Is there a mortgage, land contract, or reverse mortgage on this home? _____ No _____ Yes

If you answered, "yes", please list the monthly payment (excluding taxes and insurance) and include current statement.

Monthly Payment: \$ _____ Number of payments remaining: _____

If you answered, "no" and home was purchased within the previous 5 years of application, please explain how home was financed/paid off.

LIST ALL OCCUPANTS OF HOUSEHOLD	AGE	EMPLOYED?	ANNUAL INCOME	FILED INCOME TAX?*
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____

If more than 5 additional occupants in household, please list on a separate sheet of paper.

* All household occupants must be claimed as a dependent on someone's income tax or file their own tax returns. If not, form 4988 (included with this application) must be completed and signed by occupant.

Are you over the income and asset guidelines but wish to have the Board of Review deviate from the guidelines for other reasons?

_____ No _____ Yes

If you answered "yes" to the above question, please explain why the Board of Review should deviate from the established guidelines. Remember that documentation must be submitted to support your claim.

CITY OF PLYMOUTH INSTRUCTIONS AND GUIDELINES FOR POVERTY EXEMPTION - 2018

INCLUDE ALL FORMS OF INCOME RECEIVED FOR ALL RESIDING IN HOUSEHOLD WITHIN THE PAST 12 MONTHS.

Remember Income Includes: Money, wages, and salaries before deductions. Net receipts from all self employment. Regular payments from Social Security, railroad retirement, unemployment, worker's compensation, veteran's payments, and public assistance. Alimony, child support, and military family allotments. Private pensions, government pensions, and regular insurance or annuity payments. College or university scholarships, grants, fellowships, and assistantships. Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts, and net gambling or lottery winnings.

Attached additional sheets if necessary

Money, wages, and salaries before any deductions:

\$ _____	Who receives? _____	\$ _____	Who receives? _____
\$ _____	Who receives? _____	\$ _____	Who receives? _____
\$ _____	Who receives? _____	\$ _____	Who receives? _____

Unemployment or Worker's Compensation:

\$ _____	Who receives? _____	\$ _____	Who receives? _____
\$ _____	Who receives? _____	\$ _____	Who receives? _____
\$ _____	Who receives? _____	\$ _____	Who receives? _____

Social Security, Railroad Retirement, Veteran's Payments, Military Family Allotment, or Public Assistance:

\$ _____	Who receives? _____	\$ _____	Who receives? _____
\$ _____	Who receives? _____	\$ _____	Who receives? _____
\$ _____	Who receives? _____	\$ _____	Who receives? _____

Alimony or Child Support:

\$ _____	Who receives? _____	\$ _____	Who receives? _____
\$ _____	Who receives? _____	\$ _____	Who receives? _____
\$ _____	Who receives? _____	\$ _____	Who receives? _____

Gambling or lottery winnings:

\$ _____	Who receives? _____	\$ _____	Who receives? _____
\$ _____	Who receives? _____	\$ _____	Who receives? _____
\$ _____	Who receives? _____	\$ _____	Who receives? _____

Net receipts from self employment:

\$ _____	Who receives? _____	\$ _____	Who receives? _____
\$ _____	Who receives? _____	\$ _____	Who receives? _____
\$ _____	Who receives? _____	\$ _____	Who receives? _____

CITY OF PLYMOUTH INSTRUCTIONS AND GUIDELINES FOR POVERTY EXEMPTION - 2018

Income, Continued

Private or government pension, regular insurance or annuity payments, dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts:

\$ _____ Who receives? _____	\$ _____ Who receives? _____
\$ _____ Who receives? _____	\$ _____ Who receives? _____
\$ _____ Who receives? _____	\$ _____ Who receives? _____

College or University scholarships, grants, fellowships, and assistantships:

\$ _____ Who receives? _____	\$ _____ Who receives? _____
\$ _____ Who receives? _____	\$ _____ Who receives? _____
\$ _____ Who receives? _____	\$ _____ Who receives? _____

INCLUDE ALL FORMS OF ASSETS FOR ALL RESIDING IN HOUSEHOLD WITHIN THE PAST 12 MONTHS

Remember Assets Includes: A second home, additional land not associated with the primary residence, or other buildings other than the primary residence being sought for exemption. Vehicles and other recreational vehicles such as motor homes, campers, ATVs, boats, and motorcycles. Jewelry, antiques, artwork, equipment, and other personal property of value. Bank accounts, stocks, bonds, and investments. This also includes the money received from the sale of stocks, bonds, investments, cars, and houses unless a person is in the specific business of selling such property. Withdrawals of bank accounts and borrowed money. Gifts, loans, lump-sum inheritances, and one-time insurance payments. Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms. Federal non-cash benefits programs such as Medicare, Medicaid, food stamps, and school lunches.

Attached additional sheets if necessary

Additional Home, Land, Building, or Property Owned

Address _____ _____	Address _____ _____
Who owns? _____	Who owns? _____

Vehicles, including other recreational vehicles as described above

Make and Model _____	Make and Model _____
Year _____	Year _____
Who owns? _____	Who owns? _____
Approx. Value: \$ _____ Monthly Payment: \$ _____	Approx. Value: \$ _____ Monthly Payment: \$ _____
Make and Model _____	Make and Model _____
Year _____	Year _____
Who owns? _____	Who owns? _____
Approx. Value: \$ _____ Monthly Payment: \$ _____	Approx. Value: \$ _____ Monthly Payment: \$ _____

CITY OF PLYMOUTH INSTRUCTIONS AND GUIDELINES FOR POVERTY EXEMPTION - 2018

Assets, Continued

Bank accounts, stocks, bonds, and investments (including money received from the sale of these things) Remember to include proof of value.

Type of Account _____
 Who owns? _____
 Total Value: \$ _____

Type of Account _____
 Who owns? _____
 Total Value: \$ _____

Type of Account _____
 Who owns? _____
 Total Value: \$ _____

Type of Account _____
 Who owns? _____
 Total Value: \$ _____

Gifts, loans, lump-sum inheritances, and one-time insurance payments

Explain _____

 To who paid? _____
 Total Value: \$ _____

Explain _____

 To who paid? _____
 Total Value: \$ _____

Explain _____

 To who paid? _____
 Total Value: \$ _____

Explain _____

 To who paid? _____
 Total Value: \$ _____

Federal non-cash benefits programs such as Medicare, Medicaid, food stamps, and school lunches

Explain _____

 To who paid? _____
 Annual Value: \$ _____

Explain _____

 To who paid? _____
 Annual Value: \$ _____

Explain _____

 To who paid? _____
 Annual Value: \$ _____

Explain _____

 To who paid? _____
 Annual Value: \$ _____

Withdrawals from bank accounts, stocks, or borrowed money

Type of Account _____
 To who paid? _____
 Total Value: \$ _____

Type of Account _____
 To who paid? _____
 Total Value: \$ _____

CITY OF PLYMOUTH INSTRUCTIONS AND GUIDELINES FOR POVERTY EXEMPTION - 2018

Assets, Continued

Jewelry, antiques, artwork, equipment, and other personal property of value

Explain _____ _____ Who owns? _____ Approx. Value: \$ _____ Explain _____ _____ Who owns? _____ Approx. Value: \$ _____	Explain _____ _____ Who owns? _____ Approx. Value: \$ _____ Explain _____ _____ Who owns? _____ Approx. Value: \$ _____
--	--

Food or housing in lieu of wages (including in home care workers/aids)

Explain _____ _____ To who paid? _____ Value: \$ _____	Explain _____ _____ To who paid? _____ Value: \$ _____
---	---

I certify that all statements made in this petition are true and correct. I also understand that failure to provide all requested documentation will result in a denial of my appeal. I further understand that if any information is found to be false or incomplete, any relief granted will be forfeited and placed back on the assessment roll with penalties and interest in accordance with Section 211.119 of Michigan Compiled Laws.

Signature of Owner(s):

Date: _____

For Office Use Only - Do Not Write Below This Line

Staff - Initial next to all requirements as it relates to the application/applicant.

Does the applicant appear as taxpayer of record of property in question?	Yes _____	No _____
If not, has documentation proving ownership been provided?	Yes _____	No _____
Are all areas on the application complete with either an answer or "N/A"?	Yes _____	No _____
Are all pages of the guidelines/application included with the applicants submission?	Yes _____	No _____
Does the applicant reside at the property in question?	Yes _____	No _____
Are copies of the Federal and State income tax returns and the MI-1040 CR for the current of preceding year attached for all persons residing in the household?	Yes _____	No _____
If not, is the affidavit stating the person is not required to file income taxes completed?	Yes _____	No _____
If home was purchased within in past 2 years of date of this application, is closing statements provided?	Yes _____	No _____
Is a copy of the most current mortgage statement, including a reverse mortgage if applicable, attached?	Yes _____	No _____
Are copies of the most recent bank/investment statements for all residing in the household attached with all pages included?	Yes _____	No _____
If applying for medical reasons/deviation from the guidelines, is documentation attached?	Yes _____	No _____

Approved by Plymouth City Commission 01/XX/2020

CITY OF PLYMOUTH INSTRUCTIONS AND GUIDELINES FOR POVERTY EXEMPTION - 2018

Michigan Department of Treasury
4988 (05-12)

Poverty Exemption Affidavit

This form is issued under authority of Public Act 206 of 1893; MCL 211.7u.

INSTRUCTIONS: When completed, this document must accompany a taxpayer's Application for Poverty Exemption filed with the supervisor of the board of review of the local unit where the property is located. MCL 211.7u provides for a whole or partial property tax exemption on the principal residence of an owner of the property by reason of poverty and the inability to contribute toward the public charges. MCL 211.7u(2)(b) requires proof of eligibility for the exemption be provided to the board of review by supplying copies of federal and state income tax returns for all persons residing in the principal residence, including property tax credit returns, or by filing an affidavit for all persons residing in the residence who were not required to file federal or state income tax returns for the current or preceding tax year.

I, _____, swear and affirm by my signature below that I reside in the principal residence that is the subject of this Application for Poverty Exemption and that for the current year and the preceding tax year, I was not required to file a federal or state income tax return.

Address of Principal Residence: _____

Signature of Person Making Affidavit

Date

CITY OF PLYMOUTH INSTRUCTIONS AND GUIDELINES FOR POVERTY EXEMPTION - 2018

For Office Use Only

Parcel Number: 49 _____

Year: _____

Property Address: _____

Age: _____

Applicant's Name: _____

Taxable Value on Roll \$ _____

Is applicant over income/asset guidelines and asking for consideration from the Board of Review to deviate from the guidelines?

Yes _____ No _____ If no, complete the following:

Poverty Exemption Worksheet

a. Total Household Income from Information Provided \$ _____

b. Multiply line a (Income) by 3.5% \$ _____

c. Age 65 or older? Yes _____ No _____

If yes, and applicant does NOT supply MI 1040CR use chart at right to determine credit. If no, and applicant does NOT supply MI 1040CR multiple line b by 60%

\$ _____
cannot exceed \$1,500

d. Refund Amount from MI 1040CR if supplied \$ _____

e. Total Tax Obligation (add lines b, c, d) \$ _____

f. 2019 PRE Millage Rates

Plymouth Canton-82100 0.042759

_____ **Appropriate Millage Rate**

MI-1040CR TABLE A - SENIOR CREDIT REDUCTION	
Total Household Resources	Percentage
\$0 - \$21,000	100% (1.00)
\$21,001 - \$22,000	98% (0.98)
\$22,001 - \$23,000	92% (0.92)
\$23,001 - \$24,000	88% (0.88)
\$24,001 - \$25,000	84% (0.84)
\$25,001 - \$26,000	80% (0.80)
\$26,001 - \$27,000	76% (0.76)
\$27,001 - \$28,000	72% (0.72)
\$28,001 - \$29,000	68% (0.68)
\$29,001 - \$30,000	64% (0.64)
\$30,001 - above	60% (0.60)

g. Poverty Taxable Value (divide line e by line f) \$ _____

For Board of Review Use Only - Do Not Write Below This Line

_____ Appeal Denied

_____ Reduction Granted

- _____ 1. Does not qualify based on guidelines
- _____ 2. Application not complete, missing information
- _____ 3. Did not furnish proper documentation
- _____ 4. Other: _____

Taxable Value

As on Roll \$ _____

Revised \$ _____

Initials of Board Members: _____

Date: _____

If you are not satisfied with the determination of the Board of Review on the application, you may further your appeal to the Michigan Tax Tribunal (MTT) by contacting them at (517) 373-4400. Appeals must be made by July 31 for applications submitted to the March Board of Review, and within 30 days of the Board of Review's decision on applications submitted to the July and



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS
STATE TREASURER

Bulletin 14 of 2019
October 14, 2019
Procedural Changes for 2020

TO: Assessing Officers and County Equalization Directors
FROM: State Tax Commission
SUBJECT: Procedural Changes for the 2020 Assessment Year

The purpose of this Bulletin to provide information on statutory changes, procedural changes and reminders for the 2020 assessment year.

A. Inflation Rate Used in the 2020 Capped Value Formula

The inflation rate, expressed as a multiplier, to be used in the 2020 Capped Value Formula is 1.019.

The 2020 Capped Value Formula is as follows:

2020 CAPPED VALUE = (2019 Taxable Value – LOSSES) X 1.019 + ADDITIONS

The formula above does not include 1.05 because the inflation rate multiplier of 1.019 is lower than 1.05.

B. Federal Poverty Guidelines Used in the Determination of Poverty Exemptions for 2020

MCL 211.7u, which deals with poverty exemptions, was significantly altered by PA 390 of 1994 and was further amended by PA 620 of 2002.

Local governing bodies are required to adopt guidelines that set income levels for their poverty exemption guidelines and those income levels **shall not be set lower** by a city or township than the federal poverty guidelines updated annually by the U.S. Department of Health and Human Services. This means, for example, that the income level for a household of 3 persons **shall not** be set lower than \$21,330 which is the amount shown on the following chart for a family of 3 persons. The income level for a family of 3 persons may be set higher than \$21,330. Following are the federal poverty guidelines for use in setting poverty exemption guidelines for 2020 assessments:

Size of Family Unit	Poverty Guidelines
1	\$12,490
2	\$16,910
3	\$21,330
4	\$25,750
5	\$30,170
6	\$34,590
7	\$39,010
8	\$43,430
For each additional person	\$4,420

Note: PA 390 of 1994 states that the poverty exemption guidelines established by the governing body of the local assessing unit shall also include an asset level test. An asset test means the amount of cash, fixed assets or other property that could be used, or converted to cash for use in the payment of property taxes. The asset test should calculate a maximum amount permitted and all other assets above that amount should be considered as available. Please see STC Bulletin 6 of 2017 for more information on poverty exemptions.

Note: P.A. 135 of 2012 changed the requirements for filing documentation in support of a poverty exemption to allow an affidavit (Treasury Form 4988) to be filed for all persons residing in the residence who were not required to file federal or state income tax returns in the current year or in the immediately preceding year. This does include the owner of the property who is filing for the exemption.

C. Sales Studies

Equalization study dates are as follows for 2020 equalization:

Two Year Study: April 1, two years prior through March 31, current year

Single Year Study: October 1, preceding year through September 30, current year

For 2019 studies for 2020 equalization the dates are as follows:

Two Year Study: April 1, 2017 through March 31, 2019

Single Year Study: October 1, 2018 through September 30, 2019

Note that the time period revisions apply to all equalization studies, that is: sales ratio studies, land value studies and economic condition factor studies for appraisals. Also note that the revised time period for two year studies applies to all real property classifications.

Please be advised that the above sale study dates **are not** the same as the valuation date used in appeals before the Michigan Tax Tribunal. Evidence presented in a Tax Tribunal appeal should reflect the value of the property as of tax day (December 31). This means that sales occurring *after* March 31, 2019 and September 30, 2019 should still be considered and included when submitting evidence in a Tax Tribunal appeal involving the 2020 tax year.

D. Property Classification

The State Tax Commission reminds assessors that classification is to be determined annually and is based upon the use of the property and not highest and best use of the property. The

Commission is aware that some assessors are still classifying property according to highest and best use and/or are not classifying property on an annual basis. The Commission asks that all assessors take the necessary steps to ensure that all real and personal property is properly classified according to MCL 211.34c.

E. Public Act 660 of 2018, Property Assessing Reform

At their meeting on May 28, 2019 the State Tax Commission approved the Property Assessing Reform Proposal Frequently Asked Questions. The FAQ reflects changes to the General Property Tax Act as a result of PA 660 of 2018, and includes information about Property Assessing Reform, the designated assessor, boards of review and villages. A copy of the FAQ is available on the Commission's website at www.michigan.gov/statetaxcommission.

The State Tax Commission will be continuously updating its website with information regarding Property Assessing Reform, including bulletins, guidance and any required forms. Information on Property Assessing Reform is available on the State Tax Commission's website under the "What's New" section.

The Commission has also established a dedicated email for submitting questions related to Property Assessing Reform. Any questions concerning Property Assessing Reform should be directed to AssessingReformQuestions@michigan.gov.

F. Village Waiver

The State Tax Commission at their meeting on August 20, 2019 approved Form 5689 *Application for State Tax Commission Approval of Village Assessment*. MCL 211.10d(7) provides that a village that is located in more than 1 assessing district may, in a form and manner prescribed by the state tax commission, request state tax commission approval that the assessment of property within the village be combined with the assessment of property in 1 of those assessing districts.

The completed Form, with the required resolution and all other attachments, must be submitted to the State Tax Commission, PO Box 30471, Lansing, Michigan 48909.

Form 5689 and additional information for Villages is available on the State Tax Commission's website at www.michigan.gov/statetaxcommission under the Property Assessing Reform link.

G. Consolidating Boards of Review

PA 660 of 2018 allows Boards of Review across two or more contiguous local units to be combined. The governing bodies of each local unit may enter into an agreement to appoint a single board of review to serve as the board of review for each of the contiguous local units. PA 660 further states that the already existing requirements in MCL 211.28(1) – (5) should serve as a guide in determining the size, composition, and manner of appointment of a board of review. Those requirements are:

- At least 2/3 of the members must be property taxpayers of the township.
- Members appointed to the board of review shall serve for terms of 2 years beginning at noon on January 1 of each odd-numbered year.

- A member of the township board is not eligible to serve on the board or to fill any vacancy. A spouse, mother, father, sister, brother, son, or daughter, including an adopted child, of the assessor is not eligible to serve on the board or to fill any vacancy.
- At least 2 members of a 3-member board of review shall be present to conduct any business or hearings of the board of review.
- The township board may appoint 3, 6, or 9 electors of the township, who will constitute a board of review for the township. If 6 or 9 members are appointed as provided in this subsection, the membership of the board of review must be divided into board of review committees consisting of 3 members each.
- A township board may appoint not more than 2 alternate members for the same term as regular members of the board of review.
The size, composition, and manner of appointment of the board of review of a city may be prescribed by the charter of a city.

Any questions concerning consolidating boards of review should be directed to AssessingReformQuestions@michigan.gov.

H. Tax Tribunal Small Claims Division Hearings

Assessors should carefully read all notices, orders and other correspondence sent by the Tax Tribunal. Assessors should pay special attention to the Notice of Hearing and ensure they are available at the date and time of the scheduled hearing. It is important to appear at the hearing and to timely file with the Tax Tribunal and serve a copy to the taxpayer of all evidence and documentation you wish to be considered at the hearing.

Assessors representing their local unit in Tax Tribunal hearings need to submit evidence to support the value of the property under appeal. If the assessor is relying on the property record card as evidence of value, the property record card must be for the year(s) being appealed. The complete property record card, including all calculations should be provided; do not submit a property record card that states “calculations too long” and then fail to include the additional calculations. Also, it is important to submit the studies prepared that support the economic condition factor and land value on the record card. Assessors should also be able to explain at the Tax Tribunal hearing how the value shown on the property record card was calculated. More information regarding the Michigan Tax Tribunal, including Tribunal Rules, forms and instructions is available at www.michigan.gov/taxtrib.

Assessors are also reminded that any change in contact information, including a change in email address, must be submitted to the Tax Tribunal to ensure that all case notifications are received.

I. Changes to Personal Property Tax

On December 27, 2018, Public Acts 505 and 541 of 2018 were signed into law. These Acts make changes related to filing and payment dates for the ESA. Although the August 15th deadline to certify and pay ESA and the September 15th deadline to amend a previously certified ESA statement remain, P.A. 541 and 505 change the date by which ESA liability and late payment penalty must be paid in full to April 15th of the year immediately following the assessment year. If full payment of ESA liability and late payment penalty is not received by April 15th of the year immediately following the assessment year, the Department of Treasury must rescind the Eligible Manufacturing Personal Property (EMPP) exemption no later than the first Monday in June of that year. The deadline for taxpayers to appeal an assessment, penalty,

or rescission to the Michigan Tax Tribunal December 31st of the tax year in which the assessment, penalty or rescission was issued.

In addition to the extended deadlines, the acts increase the late payment penalty of any ESA statement that is not paid in full by August 15th to 3% of unpaid liability per month or part of a month. Penalty is not to be prorated based on the day of the month that the late payment is received.

There are no changes to the February 20th deadline to claim the EMPP exemption by filing the Combined Document (Form 5278) with the assessor of the local governmental unit in which the personal property is located nor the ability to file the Combined Document (Form 5278) late, directly with the March Board of Review of the same local unit.

More information is available in the Assessors Guide to EMPP and ESA are available online at www.michigan.gov/propertytaxexemptions.

Further information and guidance on the Eligible Manufacturing Personal Property (EMPP) Exemption, Special Acts and the Essential Services Assessment (ESA) is available at www.michigan.gov/ESA. Additional questions should be sent via email to ESAQuestions@michigan.gov.

J. Principal Residence Exemption

Public Act 633 of 2018 was signed into law on December 28, 2018. This Act amends MCL 211.7cc regarding the principal residence exemption. This Act allows an owner of property who previously occupied and claimed the property as a principal residence, but has vacated the property due to damage or destruction by an accident, act of God, or act of another person without the owner's consent, to retain the principal residence exemption on that property for the tax year in which the damage or destruction occurred and the two immediately succeeding tax years. In order to retain the exemption, the owner must meet specific criteria regarding his/her intent to return to the property. The owner must satisfy all of the following conditions to demonstrate an intent to return to the property:

1. The owner continues to own the property while absent due to the damage or destruction;
2. The owner has not established a new principal residence;
3. The owner provides for reconstruction of the principal residence for purposes of occupying the reconstructed dwelling upon its completion; and
4. The property is not occupied, leased, or used for any business or commercial purpose.

Owners who have vacated the property due to damage or destruction and meet these four criteria regarding an intent to return may retain the principal residence exemption on the property.

More information can be found on the PRE website at www.michigan.gov/PRE. Treasury staff is available to assist and answer questions regarding this Act or other PRE-related questions. The following are key contacts:

- PRE Unit Phone Number: (517) 335-7487
- PRE Program E-mail Address: PRE@michigan.gov

K. Omitted or Incorrectly Reported Property (MCL 211.154)

Assessors are reminded that when submitting 154 petitions it is necessary to include complete copies of the property record cards for every year a change is being requested on the petition. For example, if a 154 petition requests a change for 2017 and 2018, the property record card for 2017 and the property record card for 2018 should be submitted. In addition, assessor must submit the calculations and documents needed to understand the reasons for the change and the amount of the requested change in the assessment and taxable values. Additionally, the 154 petition must contain an original signature. The Commission cannot accept electronic signatures or scanned signatures on petitions.

For 154 petitions involving removal of personal property, staff may request verification that the assessor inspected personal property location or otherwise confirmed that the personal property was disposed and was not located in the local unit on the applicable tax day. Additionally, staff may inquire as to the extent of the assessor's communication with the taxpayer in order to confirm that personal property was reported in the new location.

Questions can be directed to the staff at Treas-154petitions@michigan.gov. Additional information, including Bulletin 2 of 2018 and copies of the approved forms, are available online at www.michigan.gov/154petitions.

L. Authority of July and December Boards of Review

The State Tax Commission has become aware of a significant number of instances where Boards of Review are acting outside their statutory authorities. MCL 211.53b specifies: The board of review meeting in July and December shall meet only for the purpose described in subsection (1) (Qualified Errors) and to hear appeals provided for in sections 7u (Poverty Exemption), 7cc (Principal Residence Exemption), 7ee (Qualified Agricultural Exemption), 7jj (Qualified Forest Exemption), and 9o (Small Business Taxpayer Exemption). Assessors should carefully review the Board of Review FAQ on the Commission's website to ensure their Boards of Review are acting within their statutory authorities.

Resolution for City of Plymouth 2020 Poverty Exemptions

WHEREAS, the adoption of guidelines for poverty exemptions is required of the City Commission; and

WHEREAS, the principal residence of persons, who the Assessor and Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 390 of 1994 (MCL 211.7u); and

WHEREAS, pursuant to PA 390 of 1994, the City of Plymouth,, Wayne County adopts the following guidelines for the Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year;

To be eligible under this section, a person shall do all of the following on an annual basis”:

- Be an owner of and occupy as a principal residence the property for which an exemption is requested.
- P.A. 390 of 1994 requires that *all persons residing in the household* MUST submit copies of the following **SIGNED** documents:

City of Plymouth Poverty Exemption Application
Federal Income Tax Returns
State Income Tax Returns
Homestead Property Tax Credit Claim Form (MI-1040CR)

Also include copies of ALL supporting documentation (i.e. W-2 forms, 1099’s, schedules, etc.). The Board of Review shall consider income from all sources and from all occupants of the homestead when determining whether an applicant meets poverty exemption requirements as adopted by the City Council.

A Poverty Exemption Affidavit (Department of Treasury Form 4988) must be filed for all persons residing in the residence who were not required to file federal or state income tax returns in the current year or in the immediately preceding year.

- The combined assets of all person residing the household (minus the value of the principal residence) MUST NOT exceed \$20,000. Assets include but are not limited to: real estate other than the principal residence, personal property, motor vehicles, recreational vehicles and equipment, certificates of deposit, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, etc.
- Produce a valid driver’s license or other form of identification if requested.
- Produce, if requested, a deed, land contract, or other evidence of ownership of the property for which an exemption is requested.
- Meet the federal poverty income guidelines as defined and determined annually by the United States Department of Health and Human Services.
- The following are the 2020 federal poverty income guidelines with are updated annually by the United States Department of Health and Human Services. The annual income includes income for all person residing in the household. The total household income *must be less than or equal* to the guidelines below in order to be considered for this type of exemption.

Family of 1.....	\$ 12,490
Family of 2.....	\$ 16,910
Family of 3.....	\$ 21,330
Family of 4.....	\$ 25,750
Family of 5.....	\$ 30,170
Family of 6.....	\$ 34,590
Family of 7.....	\$ 39,010
Family of 8.....	\$ 43,430
For each add’l person.....	\$ 4,420

- The applicant(s) MAY NOT have ownership interest in any other real estate other than the homestead property.
- If home has been purchased within the previous 2 years, all closing documentation must be included.

The Board of Review may require a home audit and inspection done by the Department of Assessment as part of the application process.

The City of Belleville allows for partial poverty exemptions to be granted. A partial poverty exemption is an exemption of a percentage of the taxable value of the principal residence rather than the entire taxable value. The formula for calculating partial exemptions is as follows: under no circumstances shall the Board of Review reduce the taxable value lower than that which produce an annual ad valorem tax equal to 3.5% of an applicant's income plus any property tax credit refund payable by the State of Michigan.

It should be recognized that the poverty exemption reduction is a form of *temporary assistance* for those who are undergoing a difficult financial time. Any relief granted is for the current year only.

The Board of Review may reject any application where the information contained in it appears fraudulent, misleading, inaccurate, or incomplete. Failure to complete all sections of the application and/or failure to submit signed copies of all tax forms or other required documentation will result in the poverty exemption application being denied. The board of review must have complete, accurate data in order to review this appeal.

In certain instances, the Board of Review may consider extenuating circumstances as a basis of a poverty exemption where the total household income exceeds the established income guidelines.

Due Dates: The application for exemption shall be filed after January 1, but one day prior to the last day of the December Board of Review during the year in which the exemption is requested. The filing of this claim constitutes an appearance before the Board of Review for the purpose of preserving the right of appeal to the Michigan Tax Tribunal.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption, unless the Board of Review determines that there are substantial and compelling reasons why there should be deviation from the policy and federal guidelines and these reasons are communicated in writing to the claimant.

Approved by the Plymouth City Commission on January XX, 2020



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 - Property Transfer Affidavits Fee 01-20-19.docx*
Date: January 15, 2020
RE: Property Transfer Affidavits Fee

Background

State law has specific penalty fees that can be levied if a property owner fails to notify the assessing office within 45 days of the transfer. However, the formula and the final fees are minimal and any fees have to be shared with all taxing authorities, which makes this a highly complex, time consuming procedure and frankly will cost us more in employee time to process than we take in. Our Strategic Plan indicates that we should use caution on development of new initiatives. We currently do not levy fees on new property owners, if they fail to notify us in accordance with the law. Generally, there are very few of these cases during the year, so the cost recovery of our expense is never met.

State Law requires us to annually update our current policy related to this matter. It should be noted that our contract assessing firm, WCA has put procedures in place to notify the appropriate parties when a Transfer Affidavit has not been filed.

We have attached a memorandum from Finance Director John Scanlon which further outlines this matter as additional background information.

RECOMMENDATION:

The City Administration recommends that the City Commission approve the Waiver of Penalties for Failure to File Property Transfer Affidavits. The costs of administering the program outweigh the benefit to the City.

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

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



CITY OF PLYMOUTH

www.plymouthmi.gov

201 S. Main
Plymouth, Michigan 48170-1637

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

MEMORANDUM

Date: January 15, 2020
To: Paul Sincock, City Manager
From: John Scanlon, Finance Director
Subject: Property Transfer Affidavits Fee

Issue: Waiver of Penalties for Failure to File Property Transfer Affidavits

Analysis: MCL 211.27b(1)(c) and (d) provides for specific penalties to be levied if the appropriate assessing office is not notified within 45 days. MCL 211.27b(5) gives the governing body the ability to waive these fees by resolution.

It is our policy not to collect late fee. As in years past, we are required to update our resolution in order to maintain this policy. Our contracted assessing department (WCA) has put procedures in place to notify the appropriate parties that a Property Transfer Affidavit has not been filed. It is our determination that these procedures, as well as the cost to administer the fee, do not make it advantageous for the City to collect a fee for not filling the Property Transfer Affidavit in the appropriate amount of time.

Requested Action: Approve Waiver of Penalties for Failure to File Property Transfer Affidavits Resolution

Attachment(s): Waiver of Penalties for Failure to File Property Transfer Affidavits Resolution

THE CITY OF HOMES

twitter.com/PlymouthMIgov

facebook.com/CityofPlymouthMI

RESOLUTION

The following resolution was offered by Commissioner _____ and Seconded by Commissioner _____.

WHEREAS, The City of Plymouth is aware that Michigan Statue, MCL211.27a(10) required the buyer, grantee or other transferee of property to notify the appropriate assessing office within 45 days when a transfer of ownership occurs, and

WHEREAS, MCL211.27a(10) further requires that such notification be made on a form prescribed by the State Tax Commission, commonly know as Property Transfer Affidavit (form 2766 or L-4260), and

WHEREAS, The City is aware the MCL211.27b(1)(c) and (d) provides for specific penalties to be levied if the appropriate assessing office is not notified within 45 days, and

WHEREAS, MCL211.27b(5) allows the governing body to waive, by resolution, the penalty levied under section (1)(c) or (d), and

WHEREAS, The City of Plymouth Assessing Office has procedures in place to notify the buyer, grantee or transferee of a property when the Property Transfer Affidavit has not been filed, and

WHEREAS, The City of Plymouth has determined the cost to administer and collect the penalty, then share collected penalties with other taxing jurisdictions outweighs the benefit, and

WHEREAS, The City finds that collection of penalties is unnecessary

NOW THEREFORE BE IT RESOLVED THAT, the City Commission of the City of Plymouth, as provided in MCL 211.27b(5), waives the collection of penalties under subsection (1)(c) of (d)

BE IT FURTHER RESOLVED THAT, the City Commission directs that any Resolution, Policy or Directive in conflict with this Resolution is hereby repealed.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Authorization to sell used Fire Truck to Plymouth Township 01-20-20.docx
Date: January 16, 2020
RE: Authorization to sell used Fire Truck

Background

We have been keeping the City Commission aware of the sale of our 10-year-old Pierce Fire Truck that is scheduled to be replaced by a new Rosenbauer Fire Engine. We have been in discussions with our community partner; the Township of Plymouth related to their interest in purchasing our old Engine from us. They have an older truck that they would like to take out of service and put this truck into service and to help get their replacement schedules in line where they are only ordering one truck at a time

We did some checking on the value of our truck, in its current condition, with current mileage and hours with one of the nation's largest dealers in used fire equipment and we found that Plymouth Township was willing to offer a price for our truck that was in line with what we have been offered from the dealer. Plymouth Township has authorized the purchase of the truck for \$220,000.

We would put the cash into the Equipment Fund and then when our payments start a year from now, we will have the cash on hand to make the scheduled lease payment on the new truck.

RECOMMENDATION:

The City Administration recommends that the City Commission authorize the sale of the 2010 Pierce Fire Engine to the Township of Plymouth in the amount of \$220,000.

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

RESOLUTION

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

WHEREAS The City of Plymouth has recently ordered a new Fire Engine to protect the public health, safety and welfare, and

WHEREAS The new truck is replacing a 2010 Pierce Fire Engine, which is now deemed to be surplus equipment, and

WHEREAS The Township of Plymouth has offered to purchase the truck for \$220,000 to replace one of their trucks.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby deem the 10year old 2010 Pierce Fire Engine to be surplus equipment and does hereby establish the value of the truck at \$220,000.00 and hereby authorizes the sale to the Township of Plymouth for \$220,000.



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 - Strategic Plan and One Year Tasks Adoption - 01-20-20.docx*
Date: January 15, 2020
RE: Strategic Plan and Adoption of One-Year Tasks

Background

The City Commission and key leadership staff participated in an all-day workshop on Strategic Planning on Saturday, January 14, 2017. The session was facilitated by Dr. Lew Bender, who has significant experience in leading this type of activity. The result of those efforts was a Strategic Plan for the years 2017 - 2022, as well as a list of one-year tasks for the current year.

The Strategic Plan and the results of the one-year tasks are reviewed by the City Commission and key leadership staff in an open meeting each year. After a review of the previous one-year tasks, then a new set of one-year tasks is developed. We held our review meeting on December 16th at the end of last year. The group moved forward and developed new one-year tasks for the 2020 – 21 year, with some carry overs from last year.

The staff reviews the plan and the one-year tasks at their weekly Staff Meeting and then reports back to the City Commission. The status of each one-year task is updated to the City Commission generally on a weekly basis. This helps keep everyone focused on the plan and tasks and allows all decisions to be tracked back to the plan.

RECOMMENDATION:

The City Commission and staff has collaboratively invested a tremendous amount of time and energy to create the Strategic Plan and One Year Tasks. This was a group project with significant input and "buy in" by both the staff and the City Commission. We have followed the guidelines that were laid out by Dr. Lew Bender and now is the time to formally adopt the one-year tasks for 2020 - 21 to continue moving in a positive direction.

The City Administration recommends that the City Commission formally adopt what was developed by the City Commission and Staff, as a five-year Strategic Plan with One Year Tasks for 2020 - 21. This collaboration by the elected officials and City staff will help keep us all on track for the agreed upon goals.

In addition, the City Administration will provide the City Commission with regular reviews of aspects of the plan. This is not a plan that will sit on a shelf. As Dr. Bender indicated; this is a fluid plan that is a living, breathing document that must be reviewed on a regular basis.

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

City of Plymouth Strategic Plan 2017 - 2022

Overview

On Saturday, January 14, 2017, the City of Plymouth Boards, Mayor, City Commission, City Manager and Department Heads met to discuss the future of the City. The discussion began with identifying mutual expectations of the Manager, Mayor, Council Members and Department Heads and steps to continue to have a strong working team. The discussion continued with developing a shared vision of the City's future with major strategic goals and key objectives. The Plan with One Year Tasks was adopted by the City Commission on February 20, 2017.

That plan was reviewed by the City Commission and Senior City Administrative Leadership in an open day- long joint session on February 17, 2018. The status of the one-year tasks was reviewed by the entire group. It was recognized that the Strategic Plan was an excellent guiding document for the staff and the City Commission, as well as their appointed Boards and Commissions. During that meeting a plan was developed that once the City Commission formally adopted the new one-year tasks for 2018-19 they would then provide for an unveiling of the plan and one-year tasks to all appointed Boards and Commissions. This unveiling event, which is planned for spring of 2018, will help ensure that the entire City organization understands the City Commission's direction related to the Strategic Plan.

The following reflects the main points of the adopted Five-Year Strategic Plan:

A Vision Tour

By 2022, visitors to the City of Plymouth will see the following:

- Vibrant/active downtown
- Increased and diverse experiences
- Quality of life through continuing, improving partnerships
- Collaboration – neighboring towns, school districts, private sector
- Improving delivery of services through technology
- Continuous infrastructure improvement
- Parking/transportation

- Stable financial picture
- Flexible public safety model: police, fire, EMS
- Serious financial issues – legacy and revenues
- Population flat
- Development
 - Community
 - Kellogg Park
 - Parking expand and/or replace/repair deck
 - PARC – permanency, taxes
 -
 - Private
 - Saxton’s mixed use
 - North Main/Old Village
 - Mill Street/Bathey
- Staffing
 - Large turnover
 - Service delivery model
 - Privatization
 - Regionalization
 - Merger of operations with another city or municipality
 - Combined staff - shared services opportunities
 - Succession planning
- Neighborhoods
 - Teardowns will continue
 - Data recovery/maintenance - improve data collection methods/processes
 - Website update
- Infrastructure
- Projects
 - PARC prominence
 - One Plymouth community
 - Saxton’s Development
 - Plan in place for new central parking deck
 - Strong school district
 - Affordable housing
 - Keeping downtown vibrant (adaptation)
 - Succession planning
 - Combined staff resources

STRATEGIC PLAN UPDATE

Goal Area One – Quality of Life

One-Year Tasks to be Completed in 2020

- Liquor/marijuana license review
- Rooftop seating review
- Adopt DDA Master Plan and identify funding sources for implementation
- Begin implementation of Kellogg Park Master Plan with fountain replacement
- Establish format & requirements for public parks sponsorship
- Resident education program:
 - Zoning basics
 - Ordinance change & update
 - Services
 - Recycling
- City webpage - Create City wide F.A.Q. "Index" page and push out link.
- Increase social media presence – 1k new followers/subscribers/etc.
- Review and evaluate City truck routes
- Complete update to Special Events policy

Goal Area Two --Financial Stability

One-Year Tasks to be Completed in 2020

- Actively promote and participate in the 2020 census
- Explore internal and external supplemental funding of legacy costs
- Target revenue enhancements for large scale capital projects, including grants and millage
- Assist the MML in facilitating and increasing support for state revenue sharing initiatives
- Redesign Capital Improvement Plan and evaluate future funding process for Equipment Fund
- Create a rate card for payment in lieu of paid parking
- Develop financial plan for public safety model
- Identify cost estimates, timeframe and potential funding sources for central parking deck
- Complete Road Bond sale – Phase one

Goal Area Three—Economic Vitality

One-Year Tasks to be Completed in 2020

- Continued administration of development projects and proposals
 - Wilcox Mill, Saxton's, Pulte, Starkweather School, Lumber Mart, various residential builds
- Branding – consistency across all communications (email, letterhead, agenda)
- Provide annual process and risk-management training to all boards and commissions
- Continue implementing RRC plan to achieve certification
- Develop list of transitional properties and utilize MEDC, Wayne County, others to market:
- Explore marketing partnerships (Schools, Chamber, Hotels, Available Publications etc.)

Goal Area Four—Service Infrastructure

One-Year Tasks to be Completed in 2020

- UCAA to make parking recommendation to City Commission by end of first quarter
- Implement updates to parking system according to direction given by City Commission
- Actively engage employees for further career development for succession planning
 - Special focus on the depth of Cultural Center staffing
- Continue Asset Management Plan

- Review ISO Report and ICMA Study & begin meeting to discuss viable options for the future delivery of emergency services
- Approve third version of agreement on sanitary sewer with WTUA based on delay by Wayne County
- Develop multi-modal transportation policy to City Commission
- Review parking and one way street concept for Old Village
- Implement 2020 street repairs
- Restore CMV enforcement
- Continue GIS mapping of the City
- Define process/educate citizenry/pursue adoption/Implement form based codes

RESOLUTION

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

WHEREAS The City of Plymouth has a Strategic Plan and has worked collaboratively with

The City Commission and the City Administration to work on the plan, and

WHEREAS The City Commission and City Staff is highly committed to the success of the

Strategic Plan and there is a need to establish one-year tasks to meet the

Vision of the plan, and

WHEREAS The City Commission and City Administration have worked with Dr. Lew

Bender to establish the one-year tasks for 2020.

NOW THEREFORE BE IT RESOLVED THAT THE City Commission of the City of Plymouth does hereby adopt the following Strategic Plan one-year tasks for 2020:

Goal Area One -- Quality of Life

One-Year Tasks to be Completed In 2020

- Liquor/marijuana license review
- Rooftop seating review
- Adopt DDA Master Plan and identify funding sources for implementation
- Begin implementation of Kallogg Park Master Plan with fountain replacement
- Establish format & requirements for public parks sponsorship
- Resident education program:
 - Zoning basics
 - Ordinance change & update
 - Services
 - Recycling
- City webpage - Create City wide F.A.Q. "Index" page and push out link.
- Increase social media presence -- 1k new followers/subscribers/etc.
- Review and evaluate City truck routes
- Complete update to Special Events policy

Goal Area Two -- Financial Stability

One-Year Tasks to be Completed In 2020

- Actively promote and participate in the 2020 census
- Explore internal and external supplemental funding of legacy costs
- Target revenue enhancements for large scale capital projects, including grants and millage
- Assist the MML in facilitating and increasing support for state revenue sharing initiatives
- Redesign Capital Improvement Plan and evaluate future funding process for Equipment Fund
- Create a rate card for payment in lieu of paid parking
- Develop financial plan for public safety model
- Identify cost estimates, timeframe and potential funding sources for central parking deck
- Complete Road Bond sale -- Phase one

Goal Area Three -- Economic Vitality

One-Year Tasks to be Completed In 2020

- Continued administration of development projects and proposals
 - Wilcox Mill, Saxton's, Pulte, Starkweather School, Lumber Mart, various residential builds
- Branding -- consistency across all communications (email, letterhead, agenda)
- Provide annual process and risk-management training to all boards and commissions
- Continue implementing RRC plan to achieve certification
- Develop list of transitional properties and utilize MEDC, Wayne County, others to market:
- Explore marketing partnerships (Schools, Chamber, Hotels, Available Publications etc.)

Goal Area Four -- Service Infrastructure

One-Year Tasks to be Completed In 2020

- UCAA to make parking recommendation to City Commission by end of first quarter
- Implement updates to parking system according to direction given by City Commission
- Actively engage employees for further career development for succession planning
 - Special focus on the depth of Cultural Center staffing
- Continue Asset Management Plan
- Review ISO Report and ICMA Study & begin meeting to discuss viable options for the future delivery of emergency services
- Approve third version of agreement on sanitary sewer with WTUA based on delay by Wayne County
- Develop Multi-modal Transportation policy to City Commission
- Implement 2020 street repairs
- Restore CMV enforcement
- Continue GIS mapping of the City
- Define process/educate citizenry/pursue adoption/Implement form-based codes



PLYMOUTH CITY COMMISSION

Liaison Report

Commissioner Ed Krol
201 S. Main
Plymouth, Michigan 48170-1637

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

January 20, 2020

January 7, 2020 Zoning Board of Appeals meeting:

Z19-15 (tabled from December 5, 2019 meeting)

Non-Use Variance Request for 250 N. Main - Wall Signage

Zoned: B-3, General Business

Applicant: Planet Fitness

Approved 3-0 (two members absent) with variation on signage size

THE CITY OF HOMES

twitter.com/PlymouthMIgov

facebook.com/CityofPlymouthMI