



City of Plymouth
City Commission Regular Meeting Minutes
Monday, March 7, 2022 7:00 p.m.
Plymouth City Hall

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

www.plymouthmi.gov
Phone 734-453-1234
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1. CALL TO ORDER

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

Roll Call

Present: Mayor Nick Moroz, Mayor Pro Tem Tony Sebastian, Commissioners Suzi Deal, Linda Filipczak, Jennifer Kehoe, Kelly O'Donnell

Excused: Commissioner Alanna Maguire

Also present: City Manager Paul Sincock, Attorney Jeff Schroeder, Public Safety Director Al Cox, and various members of the City administration

2. CITIZEN COMMENTS

Lee Jacinski, 1380 Maple, gave an update on Keep Plymouth Leafy. He said that in recognition of Arbor Day, the group would be holding a native sapling giveaway at Fairground Park on Saturday, April 30.

Joseph Tebor, a local Veteran, said there would be a display of propaganda dropped in Vietnam on Saturday, March 26 from 1-3 p.m. at the Plymouth VFW. He collected the leaflets as a service member and will be donating them to the National Vietnam War Museum after the event.

Geraldine Kilsdonk, 375 Red Ryder, said she was having difficulty fitting her recycling into the bins at the DMS yard.

3. APPROVAL OF THE AGENDA

O'Donnell offered a motion, seconded by Filipczak, to approve the agenda for Monday, March 7, 2022.

There was a roll call vote.

Yes: Filipczak, O'Donnell, Deal, Sebastian, Kehoe, Moroz

MOTION PASSED 6-0

4. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of February 7, 2022 City Commission Meeting Minutes
- b. Approval of February 22, 2022 City Commission Meeting Minutes
- c. Approval of January 2022 Bills
- d. Special Event: Plymouth Community Band Concerts in the Park, Thursdays June -July 2022 (not July 7)

Filipczak offered a motion, seconded by O'Donnell, to approve the consent agenda.

There was a roll call vote.

Yes: Kehoe, Sebastian, Deal, O'Donnell, Filipczak, Moroz

MOTION PASSED 6-0

5. COMMISSION COMMENTS

Filipczak thanked the administration for providing concise information in the agenda packet.

Moroz recognized Trent Kalis and Aaron Micek, who are both marking their four-year anniversary in the Department of Municipal Services this month.

He said temporary patios would be on the agenda for the next City Commission meeting on March 21.

6. OLD BUSINESS

There was no old business.

7. NEW BUSINESS

a. Investment Policy Update

The following resolution was offered by Filipczak and seconded by O'Donnell.

RESOLUTION 2022-11

WHEREAS The 1943 PA 20 as amended, provides that the legislative or governing body of a county, city, village, township or special assessment district, by resolution, may authorize its Finance Director to invest the city's surplus funds; and

WHEREAS These surplus funds can only be invested in investments that are in compliance with 1943 PA 20 as amended, being MCL 129.91 through 129.97a; and

WHEREAS The City Commission of the City of Plymouth has reviewed the proposed revised investment policy which expands the existing policy to include scope, objectives and investment procedures.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby revise and amend the City's Investment Policy that was adopted on December 21, 1998. Further, the City Commission does hereby adopt the revised Investment Policy as of March 7, 2022.

BE IT STILL FURTHER RESOLVED THAT the City Commission hereby directs the City Clerk to include a complete copy of the adopted March 7, 2022, Investment Policy as a part of the Meeting Minutes of this meeting.

SECTION 4

CITY OF PLYMOUTH INVESTMENT POLICY

4.1. **PURPOSE**

It is the policy of the City of Plymouth to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting daily cash flow needs of the City. This policy is intended to comply with all State of Michigan statutes and local charter and ordinance provisions governing the investment of public funds.

4.2. **SCOPE**

1. This investment policy applies to all financial assets of the City of Plymouth. These assets are accounted for in the various funds of the City of Plymouth including the general fund, special revenue funds, debt service funds, capital project funds, enterprise funds, internal service funds, trust and agency funds, discretely reported funds and any new funds established by the City of Plymouth.
2. Accordingly, funds which are not accounted for as City financial assets are excluded from this policy. Specifically, employee pension fund and employee deferred compensation funds are not subject to this policy as they are administered and managed by separate legal entities.

4.3. **PRUDENCE**

1. The standard of prudence to be applied by the investment officer will be the "prudent person" rule which states the following. "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."
2. The above standard is established as the standard for professional responsibility and shall be applied in managing the City's entire portfolio.
3. Investment officers of the City, acting according to this investment policy and written procedures as may be established and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from exceptions are reported to the City Manager in a timely fashion and appropriate action is taken to control adverse developments.

4.4. **OBJECTIVES: SAFETY, LIQUIDITY AND RETURN ON INVESTMENT**

1. **Safety-** Protection of investment principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.
2. **Liquidity-** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
3. **Return on Investment-** The investment portfolio shall be designed with the objective of obtaining a rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and cash flow characteristics of the portfolio.

4.5. **DELEGATION OF AUTHORITY**

1. The authority to manage the investment program is derived from Public Act 20 of

the Public Acts of 1943, as amended by Act 285 of 1988, Act 196 of 1997 and Act 213 of 2007. The Finance Director is hereby designated as the investment officer of the City and is responsible for investment decisions and activities.

2. Written procedures shall be developed for the operation of the investment program consistent with the investment policy. Procedures will include references to: safekeeping, delivery, payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements and banking service contracts.
3. A system of written internal controls shall be designed to regulate the activities of investment officials to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions.
4. In case of the Finance Director's absence, the City Manager or his designee shall be responsible for investment decisions and activities.
5. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer.

4.6 **ETHICS AND CONFLICT OF INTEREST**

1. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions
2. Employees and investment officials shall disclose to the City Manager or City Commission, as appropriate, any material interest in financial institutions that conduct business with the City, and they shall disclose any large personal financial or investment positions that could be related to the performance of the City's portfolio.
3. Employees and officers shall subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchases and sales.

4.7 **AUTHORIZED FINANCIAL DEALER AND INSTITUTIONS**

1. The City shall maintain a listing of financial institutions which are approved by the City Commission for investment and depository purposes. Banks shall provide their annual financial statements.
2. A list may be maintained of approved security dealers who maintain an office in the State of Michigan. Securities dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank as primary dealers or as "non-primary" or regional dealers that have net capital equaling twice the amount required under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule).
3. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Finance Director with their most recent audited financial statements, proof of State registration and depository contracts.
4. All financial institutions, brokers and dealers that the City investment officer is authorized to perform investment transactions with must read the City

investment policy and provide a signed letter or certification that they will comply with said policy.

4.8 **LIST OF AUTHORIZED INVESTMENTS**

The City is empowered by State statute to invest surplus funds in the following types of securities.

1. Bonds, securities and other obligations of the United States or an agency or instrumentality of the United States in which the principal and interest is fully guaranteed by the United States including securities issued by the Government National Mortgage Association.
2. Certificates of deposits, savings accounts, deposit accounts or depository receipts of a bank or savings and loan association which is a member of the Federal Deposit Insurance Corporation or a credit union which is insured by the National Credit Union Administration; but only if the financial institution complies with subsection 129.91 (2), (5), or (6) of Public Act 20, as amended.
3. Commercial paper rated at the time of purchase within the top two (2) highest classifications established by not less than two (2) standard rating services, and which matures not more than 270 days after the date of purchase. Not more than 50% of City funds may be invested in commercial paper at any time.
4. United State government or federal agency obligation repurchase agreements. Repurchase agreements shall be negotiated only with dealers or financial institutions with whom the City has negotiated a Master Repurchase Agreement or with the City's primary financial institutions. Repurchase agreements must be signed with the bank or dealer and must contain certain provisions similar to those outlined in the Public Security Association's model Master Repurchase Agreement.
5. Banker's acceptances of United States banks.
6. Mutual Funds composed of investment vehicles which are legal in the State of Michigan for direct investment by local units of government. For further clarification, this authorization is limited to securities whose intention is to maintain a net asset value of \$1.00 per share.
7. Obligations of the State of Michigan or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than one standard rating service.
8. Investments described in 4.8.a through 4.8.g above, if purchased through an inter-local agreement under the urban Cooperative Act of 1967, (EX SESS) PA 7, MCL 124.501 to 124.512.
9. Investment Pools organized under the surplus funds investment pool act 1982 PA 367, MCL 129.111 to 129.118 and the local government investment pool act 1985PA 121, MCL 129.141 to 129.150. A due diligence standard must apply prior to investing in all bank sponsored or money market investment pools.

- 4.9 Money Market Mutual Funds. Investments in money market mutual funds registered under the Investment Company Act of 1940 composed of investment vehicles that are legal for direct investment by local governments in Michigan and which are "no-load" (i.e., no commission or

fee shall be charged on purchases or sales of shares); have a constant net asset value per share of \$1.00; and have a maximum stated maturity and weighted average maturity in accordance with Rule 2a-7 of the Investment Company Act of 1940.

4.10 **SAFEKEEPING AND CUSTODY**

1. All securities purchased by the City of Plymouth will be properly designated as an asset of the City and held in safekeeping. No withdrawal of such securities, in whole or in part, will be made from safekeeping except by the investment officer as authorized herein.
2. Transactions in negotiable instruments which have a value exceeding SIPC insurance protection, and other insurance protection as may be applicable, with any one dealer will be required to be settled on a delivery vs. payment basis. A trust receipt from the contra party and proof of SIPC and other insurance will be required when the transaction is covered by insurance. Non-negotiable, non-collateralized certificates of deposit, as is the law in the State of Michigan, will be evidenced by a safekeeping receipt from the issuing bank.
3. Securities may be held by a third-party custodian designated by the Finance Director and evidenced by safekeeping receipts as determined by the Finance Director.

4.11 **DIVERSIFICATION**

1. It is the policy of the City of Plymouth to diversify its investment portfolio. The diversification objective is to reduce overall portfolio risks while attaining average market rate of return.
2. Assets held in the common cash fund and other investments will be diversified to eliminate the risk of loss resulting from over-concentration of assets in a specific maturity, individual financial institution or a specific class of securities.
3. Diversification strategies will be determined and revised by the investment officer as needed.
4. Investment maturities for operating funds will be scheduled to coincide with projected cash flow needs, taking into account large routine expenditures (i.e. debt service) as well as considering sizable blocks of anticipated revenue (i.e. property taxes and state revenue sharing payments).

4.12 **MAXIMUM MATURITIES**

1. To the extent possible, the investment officer will attempt to match investments with anticipated cash flow requirements. Unless matched to a specific cash flow requirement, the investment office will not directly invest in securities maturing more than five years from the date of purchase.
2. Reserve Funds may be invested in securities exceeding two years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

4.13 **PERFORMANCE AND REPORTING**

1. The investment officer shall submit an annual investment report that provides the principal and type of investment by fund, annualized yield, ratio of cash to investments, earnings for the year and a summary report of cash and investments maintained in each financial institution.
2. Performance of the portfolio shall be submitted to the City Commission and City Manager in a quarterly report detailing the characteristics of the portfolio as well as its performance for that period. Material deviations from projected investment strategies shall be reported to the City Commission and City Manager.
3. The City's investment strategy is relatively passive. Given this strategy, the benchmark used by the investment officer to determine whether market yields are being achieved will be the U.S. Treasury Bills rate.

4.14 **INVESTMENT POLICY ADOPTION**

The City's investment policy shall be adopted by resolution of the City Commission and may be amended upon the recommendation of the City Manager and approval of the City Commission.

The undersigned acknowledges the receipt of the above City of Plymouth Investment Policy which was adopted by the Plymouth City Commission pursuant to the provisions of Act 20 of 1943, as amended by Act 196 of 1997, on March 7, 2022. The undersigned has reviewed all of the provisions contained in this policy and hereby agrees to comply with the investment restrictions and provisions as set forth.

Dated:

Signed:

Representing:

APPENDIX A
PORTFOLIO DIVERSIFICATION GUIDELINES

Instrument Description	Security Type Maximum	Issuer Maximum	Security Type Range	Maturity Maximum
U.S. Treasuries	100%	N/A	30-40%	5 years ¹
U.S. Agencies & Instrumentalities (Date specific maturities only)	100%	20%	(subset of above)	5 years ¹
CD's Non-negotiable	50%	10%	10-35%	2 years
CD's Negotiable	50%	10%	(subset of above)	3 years
Municipal Bonds	50%	10%	0-15%	5 years
Commercial Paper	50%	10%	25-35%	270 days
Bankers Acceptances	25%	10%	0-15%	184 days
Overnight Deposits ²	25%	25%	0-15%	1 day
Mutual Funds ³	25%	10%	0-15%	3 years

¹ Maturity Maximum - the five-year maximum applies to non-enterprise fund investments only. Enterprise fund reserves may be invested in securities exceeding five (5) years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

² Overnight Deposits - The Finance Director may invest overnight or short-term liquid assets to cover cash flow requirements in the following types of pools: Investment Pools organized under the surplus funds investment pool act of 1982, PA 367, MCL 129.111 to 129.118 or Investment Pools organized under the Urban Cooperation Act of 1967, PA7, MCL 124.501 to 124.512.

³ Authority to Purchase Mutual Funds - The Finance Director may invest in no-load fixed income mutual funds composed of investment vehicles, which are legal for direct investment by local units of government in Michigan, either taxable or tax-exempt. This authorization is limited to mutual funds whose intent is to maintain a net asset value of \$1.00 per share.

Finance Director John Scanlon explained the changes to the investment policy, which included several procedure and language clarifications.

There was a roll call vote.

Yes: Filipczak, O'Donnell, Deal, Sebastian, Kehoe, Moroz

MOTION PASSED 6-0

b. Confirmation of Emergency Repairs to Vactor

The following resolution was offered by Filipczak and seconded by O'Donnell.

RESOLUTION 2022-12

WHEREAS The City of Plymouth maintains a variety of equipment and from time to time the equipment is in need of emergency repairs; and

WHEREAS The Department of Municipal Services had to have emergency repairs made to the Vactor Truck hydraulic pump system; and

WHEREAS This failure of pump system required the use of a temporary Vactor truck to be used by the City and it was supplied at no charge by the dealer; and

WHEREAS The failed pump had to be replaced; and

WHEREAS The City Administration authorized the emergency repairs and actions and notified the City Commission of the emergency situation and the actions that were taken.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby confirm the emergency repairs to the City's Vactor Truck in the amount of \$10,488.71 and authorizes payment to Jack Doheny Company. Funding for this repair shall be designated from the Equipment Fund.

There was a roll call vote.

Yes: Kehoe, Sebastian, Deal, O'Donnell, Filipczak, Moroz

MOTION PASSED 6-0

c. Intergovernmental Agreement with Wayne County - Park Millage Funds

The following resolution was offered by Filipczak and seconded by O'Donnell.

RESOLUTION 2022-13

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 safety lighting at the Plymouth Cultural Center. This agreement is to have the County provide \$20,146 to assist the City with those improvements.

AGREEMENT

between

THE CHARTER COUNTY OF WAYNE

and

THE CITY OF PLYMOUTH

for

Improvements to

PLYMOUTH CULTURAL CENTER

FY 2021-2022

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 Plymouth Cultural Center, 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 term of this Agreement shall commence upon approval by the Wayne County Commission and shall terminate on **September 30, 2024 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 2021-2022 funding provided by the County for the recreational Project shall not exceed **Twenty Thousand One Hundred Forty Six Dollars (\$20,146)**.

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:
City of Plymouth Recreation Department
City of Plymouth
525 Farmer 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. 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
Plymouth Cultural Center

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

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

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

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

City of Plymouth
Plymouth Cultural Center

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

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____ by **Nick Moroz** 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: Patricia Moore
DEPT OF CORPORATION COUNSEL
APPROVAL DATE: 2/4/2022

There was a roll call vote.
Yes: Filipczak, O'Donnell, Deal, Sebastian, Kehoe, Moroz
MOTION PASSED 6-0

d. Approval of Traffic control Order No. 21-5 – No Parking North Side of Wing
The following resolution was offered by Filipczak and seconded by O'Donnell.

RESOLUTION 2022-14

WHEREAS The City operates several streets and roads which need traffic control orders; and

WHEREAS A temporary traffic control order has been in place on Wing Street between S. Harvey and Jener.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby adopt Traffic Control Order number 21-05 establishment of a no parking zone on the north side of Wing Street between S. Harvey and Jener.

BE IT FURTHER RESOLVED THAT the City Clerk shall make Traffic Control Order 21-05 a part of the official meeting minutes of this City Commission Meeting.



FILE COPY

Traffic Control Order

Traffic Control Order No. 21-5

TO: Maureen Brodie, CMC
City Clerk

FROM: Chris S. Porman
Street Administrator

RE: Traffic Control Order

DATE: December 9, 2021

Pursuant to the authority provided by Section 28.11.53 of the Uniform Traffic Code of the City of Plymouth, the following traffic regulatory signs are directed to be installed.

Wing St, S Harvey to Jener:

On Wing between S Harvey and Jener, on the North side of the street, Install two (2) No parking signs on new poles along the Wing frontage of 500 S Harvey.

On Wing between S Harvey and Jener, on the North side of the street, Install two (2) No parking signs on new poles in front of 1024 Wing.

Parking restrictions other than those listed above exist and are unaffected by this TCO.

This emplacement is ordered temporary subject to review in seventy (70) days with reports and recommendations to the City Manager prior to the expiration of the 90 day test period.

cc: Paul J. Sincock, City Manager
Al Cox, Director of Public Safety

There was a roll call vote.

Yes: Kehoe, Sebastian, Deal, O'Donnell, Filipczak, Moroz

MOTION PASSED 6-0

e. Post Payment in Lieu of Parking

The following resolution was offered by Filipczak and seconded by Sebastian.

RESOLUTION 2022-15

WHEREAS The City Commission of the City of Plymouth is desirous of expanding the Public Parking supply and there is a need for additional funding to allow the City to Purchase and/or make improvements to the public parking supply; and

WHEREAS The Plymouth Planning Commission has approved, at their November 2022 meeting the permanent expansion of the Post Local Bistro as noted on the site-plan; and

WHEREAS The applicant is required to provide twelve (12) additional parking spaces per the approved site-plan and special land-use at a cost of \$10,000 per space as set by the City Commission in the Fee Schedule for a total cost of \$120,000; and

WHEREAS The City Commission is willing to accept the \$120,000 payment in lieu of in installments over the course of two years.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the Mayor to sign the agreement and related documents on behalf of the City of Plymouth

NOW BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth hereby directs the City Clerk to make the agreement and all related documents a part of these meeting minutes and part of the official record of this meeting.

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this _____ day of ____ 2022, by 408 Plymouth Real Estate Properties, LLC, a Michigan limited liability company (the "Property Owner") and the City of Plymouth, a Michigan municipality (the "City").

RECITALS

- A. Property Owner owns the real property and certain improvements located thereon located at 844 Penniman Avenue, Plymouth, Michigan, (the "Property") and wishes to develop the Property consistent with a site plan previously submitted by the Property Owner (the "Site Plan") to the planning commission of the City.
- B. Subject to execution of this Agreement by the parties, the City has, at the specific request of the Property Owner, approved (the "Approval"), through its planning commission, and hereby agrees, consistent with City Ordinance No. 78-270(a)(10) and the "Payment in Lieu of Parking Policy," adopted by the City of Plymouth City Commission on April 2, 2007, to the development of the Property consistent with the Site Plan.

NOW, THEREFORE, in consideration of the foregoing and the agreements, promises, and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Property Owner and City agree to the following:

1. PAYMENT IN LIEU OF PARKING: In consideration of granting the Approval, City hereby agrees to accept from Property Owner and Property Owner agrees to pay to City the sum of One Hundred and Twenty Thousand and no/100 (\$120,000.00) Dollars (the "Payment"). The Payment is in lieu of Property Owner providing the required twelve (12) parking spaces on the Property in order to comply with the City of Plymouth Code of Ordinances and the requirements set forth in the previously issued site plan approval for the development of the Property issued by the City planning commission. The Payment shall be made pursuant to the terms of the promissory note in the form attached hereto as Exhibit A (the "Note").
2. CERTIFICATE OF OCCUPANCY: No type of certificate(s) of occupancy for the building to be constructed on the Property will be issued to Property Owner or any other person or entity until the initial payment due pursuant to the Note has been paid by Property Owner, received by City, and cleared by the financial institution upon which the initial payment has been deposited by the City. In addition to any remedies available to the City as contained in the Note or elsewhere in this Agreement, the failure of the Property Owner to make each installment payment timely will result in a revocation of any and all certificates of occupancy issued for any building on the Property.
3. ENFORCEMENT: In the event that the City is required to take any action to enforce any terms of this Agreement or the Note, including, but not limited to, collection of any past due balance of money owed by Property Owner to City, Property Owner hereby: (a) consents, consistent with the confession of judgment attached to the Note, to the immediate entry with a court of competent jurisdiction of a judgment in the amount of the unpaid balance, including interest, costs and attorneys fees, due on the Note; (b) consents to the immediately placing by the City of a mortgage on the Property, and (c) agrees to pay any and all attorney fees, costs, court costs, administrative costs, or

any other costs incurred by the City in having to enforce this Agreement or its rights pursuant to the terms of the Note.

4. APPLICABLE LAW: This agreement shall, in all respects, be governed by, and construed in accordance with, the laws of the State of Michigan.

5. VENUE: Any action brought by City against Property Owner and any action brought by Property Owner against City may only be brought in a state court in the County of Wayne, Michigan. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

6. SUCCESSORS AND ASSIGNS: The terms and provisions of this Agreement are to apply to and bind any permitted successors and assigns of the parties hereto.

7. SEVERABILITY: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

8. RELEASE: By its execution hereof, Property Owner hereby releases and forever discharges the City from any injury, loss, liability, or claim the Property Owner may have against the City arising out of or in any way related to the execution of this Agreement and execution and delivery of the Note to the City.

9. COVENANT NOT TO SUE: Property Owner, on behalf of itself and its officers, members, managers, successors and assigns, agree that it will never institute any action or suit at law or in equity against the City for damages, costs, injunctive relief, loss of services, attorney fees, expenses or compensation for or on account of any damage, loss of services, attorney fees, expenses or compensation for or on account of any damage, loss or injury whether known or unknown, past or present, which it ever had, now has, or which any legal representative, agent, attorney or assign, can, shall or may have against the City which exist as of the date hereof and which arise out of or are in any way related to the Execution of this Agreement and delivery of the Note to the City. In the event Property Owner institutes an action against the City in violation of this Agreement, such action shall be, upon submission of this Agreement to the court where such action is filed, immediately be dismissed and the Property Owner shall immediately reimburse the City for the actual amount of its attorneys' fees and costs incurred in having such case dismissed.

10. RIGHTS OF PROPERTY OWNER NOT ASSIGNABLE. The rights of the Property Owner pursuant to this Agreement are not assignable without the express written consent of the City, which consent may be withheld in the City's sole and absolute discretion.

10. MUTUAL DRAFTING: This Agreement was drafted cooperatively by the parties, and neither party will be entitled to claim the benefit of any ambiguity in the drafting of this Agreement as a result of who drafted this Agreement.

11. **COMPLETE AGREEMENT:** This Agreement is the entire agreement by and between the parties hereto and supersedes all prior and contemporaneous oral and written understandings, offers, agreements, negotiations, representations and warranties, between the parties with regard to the matters set forth in this Agreement. Any amendment to this Agreement may only be made in writing in a document or instrument executed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused these presents to be signed by their proper corporate officers the day and year first above written.

THE CITY OF PLYMOUTH,
a Michigan municipality

By: _____

Its: _____

Date: _____

408 Plymouth Real Estate Properties, LLC

By: _____
James R. Dales

Its: _____

Date: _____

Open.09992.80534.11206266-1

**Business Purpose
PROMISSORY NOTE**

\$120,000

Plymouth, Michigan

Dated: March, ____, 2022

TERMS

Principal Sum:	One Hundred and Twenty Thousand and no/100 (\$120,000.00) Dollars
Effective Interest Rate:	Six (6.0%) percent per annum
First Payment Date:	March ____, 2022
Second Payment Due Date:	March ____, 2023

FOR VALUE RECEIVED and as provided in this Promissory Note ("Note") the undersigned ("Debtor") promise(s) to pay to the order of the City of Plymouth, a Michigan municipality (or any holder of this Note, which collectively are referred to as "Lender"), at 201 S. Main, Plymouth, Michigan 48170 or such other place as Lender may designate in writing, the Principal Sum together with interest as provided in this Note.

The unpaid indebtedness under this Note shall be repayable to Lender in lawful money of the United States of America, and all principal indebtedness shall bear interest on the basis of a year of 360 days for the actual number of days elapsed at a rate of interest equal to the "Effective Interest Rate" before demand, and at the Effective Interest Rate plus six (6%) percent per annum ("Maturity Rate") after an Event of Default (as defined herein). Interest shall accrue from the date the Lender disburses the loan proceeds, whether disbursed to the Debtor, for the benefit of Debtor, or to a third party designated by Debtor.

Beginning on the First Payment Date and continuing on the same day of each subsequent year until the earlier of the Due Date or an Event of Default (as defined herein), Debtor shall pay Lender the sum of (a) interest then due calculated at the Effective Interest Rate, plus (b) a principal payment of \$60,000. Any violations for operating outside the approved Local Liquor License Plan of Operation shall render this Promissory Note null and void and non-refundable.

This Note may be prepaid, in full or in part, at any time. Any payment not received when due shall be subject to a late payment penalty of five (5%) percent of the amount due.

All payments made under this Note shall be applied in the following order: First to penalty charges, then to interest, then to advances and last to principal.

The Lender will credit any payment made by mail or night depository only upon the day of actual receipt by Lender, whether or not Lender has authorized payment by

mail. Debtor expressly assumes all risks of loss or liability resulting from non-delivery or delay in delivery of any payment transmitted by mail, and no course of conduct or dealing shall affect Debtor's assumption of these risks.

As used herein, "Event of Default" is defined as only (a) the failure of the Debtor to make any payment within 21 days of when due or (b) the death of both

Upon the occurrence of an Event of Default, this Note and all other obligations and indebtedness of the Debtor to the Lender, whether absolute or contingent, direct, present or future, and however evidenced, shall become and shall be immediately due and payable.

If: (a) this Note or any loan document is referred to an attorney after demand for collection or enforcement or is collected or enforced through any legal proceeding; (b) an attorney is retained to represent the Lender in any bankruptcy, reorganization, receivership or other proceedings affecting creditors' rights and involving a claim under this Note or any loan document; or (c) an attorney is retained to represent the Lender in any action arising out of any claim by Debtor or any other person against the Lender which would not have been asserted were it not for Lender's relationship with the Debtor, then the Debtor shall pay to the Lender all costs and expenses and actual attorney fees incurred by the Lender in addition to all other amounts due under this Note.

Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only. No forbearance by Lender in enforcing any of its rights under this Note, nor any renewal, extension, or modification of any payment to be made under this Note, nor any acceptance by Lender of any payment in an amount less than the amount then due under this Note shall constitute a waiver of any of the terms of this Note or of any of Lender's rights under this Note. The Lender shall not by any act of omission or commission be deemed to waive any of its rights or remedies under this Note unless such waiver is in writing and signed and delivered by an authorized officer of the Lender and then only to the extent specifically set forth in the writing. No waiver shall operate as a waiver of the same right or remedy on a future occasion.

The rights, remedies, and benefits provided to the Lender in this Note and in documents given to secure the payment of this Note shall be cumulative, and shall not be exclusive of any other rights, remedies or benefits allowed by law or equity, and may be exercised either successively or concurrently.

It is the intention of Debtor and Lender to conform strictly to state and federal usury laws applicable to this loan transaction in permitting the highest rate of interest. Accordingly, the aggregate of all interest as determined under applicable law, chargeable or receivable under this Note or otherwise in connection with this loan transaction shall under no circumstances exceed the maximum amount of interest permitted by law. If any excess of interest in such respect is provided for, or shall be adjudicated to be so provided for in this Note, or in any of the documents securing payment of this Note or otherwise relating to this loan transaction then in such event (a) the provisions of this paragraph shall govern and control, (b) neither the Debtor nor the Debtor's successors and assigns or any other party liable for the payment of this Note shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum permitted by law and (c) the Effective Interest Rate shall be automatically subject to reduction to the maximum lawful contract rate allowed under such laws, as now or subsequently construed by courts of appropriate jurisdiction.

The term "Lender" includes any holder of this Note. If more than one party signs, guarantees or acts as a surety for this Note, then the term "Debtor" shall mean all of them and any one of them and their obligations under this Note shall be joint and several.

The Debtor waives valuation and appraisal, demand, notice of protest or protest, presentment for payment, notice of nonpayment, dishonor and notice of dishonor and all other notices in connection with the exercise or enforcement of the Lender's rights or remedies, or any defense by reason of extension of time, renewals or other indulgences granted by Lender with respect to the Debtor or any of the collateral securing this Note. Debtor consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by the Lender with respect to the payment or other provisions of this Note and consents to the release of any collateral given to secure the payment of this Note or of any part thereof, with or without substitution. Debtor agrees that additional makers, accommodation parties, or guarantors may become parties to this Note without notice to Debtor or affecting Debtor's liability under this Note. The liability to Lender of each person or entity signing this Note shall be absolute and unconditional, without regard to the liability of any other person or entity.

The invalidity of any of the provisions in this Note shall not affect any remaining provisions which can be given effect without the invalid provision. To this end, the provisions of this Note are declared to be severable.

This Note is secured by both (a) a written authority for confessing judgment and (b) the unlimited personal guaranty of James R. Dales, originals of which are being delivered to the Lender simultaneously with Debtor's execution of this Note.

This Note has been delivered for value in Michigan and shall be deemed executed in the State of Michigan. The liability of the Debtor shall be governed by, construed and enforced according to the laws of the State of Michigan.

"DEBTOR"

408 Plymouth Real Estate Properties, LLC, a
Michigan limited liability company

By: _____

Its: _____

Federal Tax I.D. No.: _____

GUARANTY AGREEMENT
(Individual)

THIS GUARANTY AGREEMENT ("Guaranty") is made _____, 2022, by the Guarantor (whose name and address are below in the Recitals) in favor of The City of Plymouth, a Michigan municipality ("Lender"), whose address for the purpose of this Guaranty is 201 S. Main Street, Plymouth, Michigan 48170, to guarantee all Obligations (as defined below) of the Debtor whose name and address are below in the Recitals.

RECITALS

- A. Amount of the Loan: One Hundred and Twenty Thousand Dollars and 00/100 (\$120,000) DOLLARS. (This is not necessarily the amount guaranteed. See "Obligations".)
- B. Name of Guarantor: James R. Dales (If more than one person or entity is a guarantor, their liability shall be joint, joint and several, and several).
- C. Guarantor's Mailing Address: 844 Penniman Ave. Plymouth, MI 48170
- D. Name of Debtor: James R. Dales, (If more than one person or entity is a guarantor, their liability shall be joint, joint and several, and several).
- E. Address of Debtor: 844 Penniman Ave., Plymouth, MI 48170

To induce Lender to make the Loan to Debtor and for other consideration, the receipt and adequacy of which is acknowledged by Guarantor, Guarantor agrees with Lender as follows:

1. DEFINITIONS

In addition to the definitions of Guarantor, Debtor, and Lender set forth above, for the purpose of this Guaranty Agreement and unless the context otherwise requires, those terms set forth below shall have the following meaning:

- 1.1. "Collateral" means all assets of Debtor or Guarantor in which Lender shall have a lien, security interest, mortgage or encumbrance, under the Note, this Guaranty or any other Security Document.
- 1.2. "Events of Default" means any of those acts, events or omissions as set forth in Section 5.
- 1.3. The term "Guarantor" means the persons (other than witnesses) signing this Guaranty. When the term is not capitalized ("guarantor") it means all persons or entities now or in the future acting as a guarantor, accommodation party or surety on Debtor's Obligations to Lender, and includes, but is not limited to, the persons (other than witnesses) signing this Guaranty.
- 1.4. "Note" means the promissory note or notes executed and delivered to Lender by Debtor in the amount set forth in Recital A, as the same may be amended, extended, ratified, renewed, substituted, superseded or otherwise modified from time to time.

1.5. "Obligations" is intended to be interpreted liberally, and it means all obligations, indebtedness and liabilities of Debtor to Lender of whatever kind, nature and description; whether primary, secondary, absolute, contingent or likely, due or to become due, and whether now existing or subsequently arising, and however acquired, whether or not evidenced by a note, and whether joint, joint and several, or several, including by way of illustration and not limitation:

(a) The Note;

(b) All costs, expenses and actual attorneys' fees incurred by Lender in the protection, enforcement or collection of any of the foregoing.

2. GUARANTY

2.1. To secure payment of the Note and the timely and faithful payment and satisfaction of all Obligations of Debtor to Lender, Guarantor unconditionally, irrevocably and absolutely guarantees the full and punctual payment, performance and satisfaction of the Obligations when due, whether by acceleration or otherwise, and at all times thereafter. The Guarantor's liability under this Guaranty shall not be affected by such matters, by way of example and not limitation, as (a) the lack of validity or enforceability of all or any portion of the Obligations; (b) any right or power of the Debtor or anyone else to assert any claim or defense to the Obligations; or (c) the bankruptcy or insolvency of Debtor.

2.2. This Guaranty is a guaranty of payment and performance and not of collection, is continuing in nature and applies to all Obligations, whether now existing or in the future, including interest on Obligations arising or accruing after bankruptcy, insolvency, or reorganization of Debtor or any sale or other disposition of any Collateral or security for this Guaranty or for the Obligations. Guarantor shall have no authority to revoke this Guaranty, but if any such revocation shall be deemed to have occurred by operation of law or otherwise, the provisions of this Guaranty shall continue to apply notwithstanding such revocation. Guarantor acknowledges and agrees that any attempt to revoke this Guaranty is an Event of Default under the Note.

3. WARRANTIES AND REPRESENTATIONS

3.1. The Guarantor warrants and represents to Lender that:

(a) This Guaranty is executed at the request of Debtor.

(b) No oral promises, assurances, representations or warranties have been made by or on behalf of Lender to induce Guarantor to execute and deliver this Guaranty.

(c) There are not now pending or impending any court or administrative proceedings or undischarged judgments against Guarantor, and no federal or state or any other tax liens have been filed or threatened against Guarantor, nor is Guarantor in default or claimed default under any agreement for borrowed money.

(d) Guarantor is not insolvent or unable to pay Guarantor's debts as they become due. Guarantor shall not become insolvent and unable to pay debts as they become due by reason of execution of this Guaranty.

(e) The Guarantor is fully aware of the financial condition of the Debtor and delivers this Guaranty based solely upon his own independent investigation. Guarantor did not rely upon any

representation or statement of Lender with respect to Debtor's financial condition. Guarantor has established an adequate means of securing financial and other information concerning Debtor on a continuing basis.

(f) The Guarantor, after carefully and completely reading all of the terms and provisions of this Guaranty, freely and voluntarily has given this Guaranty to Lender without any duress or coercion, and the Guarantor has either consulted with counsel or has been given an opportunity to do so.

(g) The Guarantor has received adequate and sufficient consideration for the granting of this Guaranty.

3.2. The Guarantor acknowledges that in accepting this Guaranty Agreement, Lender has relied upon the above warranties and representations.

4. RIGHTS OF LENDER

4.1. Lender may, from time to time, and without notice or demand, and without affecting liability under or enforceability of this Guaranty or any security for this Guaranty, take any or all of the following actions:

(a) Retain or obtain a security interest, mortgage or lien against any property to secure any of the Obligations or this Guaranty.

(b) Retain or obtain the primary or secondary obligation of any obligor(s) or guarantor(s), in addition to the Guarantor, with respect to any of the Obligations.

(c) Extend or renew for one or more periods all or any part of the Obligations, whether or not longer than the original periods, or modify or alter any of the terms or provisions (including, by way of example and not limitation, the interest rate, maturity, or installment amount) of any of the Obligations, or accelerate or exchange any of the Obligations, or release the Debtor or compromise any of the Obligations of any guarantor or any obligor with respect to any of the Obligations.

(d) Release its security interest, encumbrance or mortgage in, or surrender, sell, transfer, exchange, substitute, dispose of, or otherwise deal with all or any part of the Collateral.

(e) Bring an action against any guarantor for payment of any of the Obligations, whether or not Lender shall have resorted to any Collateral or shall have proceeded against any other guarantor or any other obligor, primarily or secondarily liable for the Obligations.

(f) Discharge, release, compound or settle with Debtor or any guarantor as to the Obligations.

(g) File, or elect not to file, a proof of claim against the estate of any bankrupt, insolvent, incompetent or deceased debtor, guarantor or other person or entity.

(h) Apply any and all amounts received by the Lender from whatever source on account of the Obligations toward the payment of such of the Obligations in such order as the Lender may from time to time elect.

5. EVENTS OF DEFAULT

The term "Event of Default" means any Event of Default as set forth in the Note or the death of both Omar Abu-Hamden and Edmund Dombrowski.

6. REMEDIES

6.1. At any time after an Event of Default, Lender may sue Debtor, Guarantor, guarantor(s), or any combination of them with respect to the Note or this Guaranty to enforce the payment of any sum or for the performance of any of the Obligations, or for the recovery of damages, or for any other reason at any time or times, and without regard to the existence of additional causes of action, or whether or not all or any portion of the Obligations shall be due. Any lawsuit by Lender shall not prejudice the rights of Lender to later institute other suits, or to sell the Collateral based upon Events of Default in existence at the time of any lawsuit or afterwards. The rights, remedies, and benefits provided to Lender shall be cumulative and shall not be exclusive of any other rights, remedies or benefits allowed by law, and may be exercised either successively or concurrently.

6.2. If there is a default in the performance or satisfaction of any of the Obligations, including the sums of money to be paid to Lender under the Note or this Guaranty, Lender may, at its option, and without notice, declare the Obligations due and payable.

6.3. No right or remedy conferred upon Lender under this Guaranty or by any other agreement is intended to be exclusive of any other right or remedy, but each and every such right and remedy shall be cumulative in addition to every other right and remedy given under this Guaranty or any other agreement now or later executed by Debtor, Guarantor or other guarantor(s) for Lender's benefit, or given under any statute or rule of law. Such rights and remedies may be exercised from time to time as often as deemed expedient by Lender, separately or concurrently. Guarantor agrees to reimburse Lender for all costs, expenses, and reasonable attorneys' fees incurred by Lender in the enforcement or collection of this Guaranty.

6.4. This Guaranty shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Obligations made within one (1) year of the date of filing of a bankruptcy petition of Debtor is rescinded or must otherwise be restored or returned by Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Debtor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, Debtor or any substantial part of its property, or otherwise, all as though such payments had not been made. With respect to any legal proceeding conducted as a consequence of a filing of a bankruptcy petition of Debtor, Guarantor agrees to indemnify and hold Lender and the officers, directors, employees, and agents of Lender harmless from and against any and all liabilities, claims, damages, costs, expenses and disbursements of any kind or nature whatsoever including, without limitation, the reasonable attorney fees and allocated costs of in-house counsel of Lender in connection with the defense of a bankruptcy action and/or enforcement of Lender's right to retain payment of the Obligations previously paid to Lender.

6.5. Each Guarantor hereby waives any claim, right or remedy which such Guarantor may now have or subsequently acquire against the Debtor that arises under this Guaranty or from the performance by any Guarantor of this Guaranty including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right or remedy of Lender against the Debtor or any security which Lender now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

7. WAIVERS

7.1. Guarantor waives demand, notice, protest, notice of acceptance of this Guaranty; notice of any loans made, extensions granted, renewals, collateral received or delivered, or other action taken in reliance on this Guaranty; all demands and notices in connection with the delivery, acceptance, performance; notice of nonperformance, default or enforcement of the Note or any other Obligation; and all other demands and notices of any description.

7.2. Guarantor waives any defense to the enforcement of this Guaranty or any security for this Guaranty arising by reason of:

(a) Any present or future laws or orders affecting the terms of, or Lender's remedies with respect to, any of Debtor's Obligations;

(b) The absence or cessation of personal liability of Debtor;

(c) The failure of any other person or entity to execute this Guaranty or any other guaranty or agreement;

(d) The failure of Debtor or any other guarantor to properly execute any loan document or otherwise comply with applicable legal formalities;

(e) The unenforceability or invalidity of the Obligations;

(f) Any discharge or release of the Debtor or any impairment or suspension of any remedies of Lender, whether resulting from any act or omission of Lender or by operation of law or otherwise;

(g) Any bankruptcy, insolvency, reorganization, or any disability or other defense of Debtor with respect to the Obligations;

(h) Any failure of Lender to disclose to Guarantor any information relating to the financial condition, operations, properties or prospects of Debtor now or in the future known to Lender (Guarantor waiving any duty on the part of Lender to disclose such information);

(i) Any other surety defenses under Uniform Commercial Code Section 3-605 or other law;

(j) Any other action by Lender, whether authorized by this Guaranty or otherwise, or any other omission by Lender or other failure of Lender to pursue, or any delay in pursuing, any other remedy available to Lender; or

(k) Any defense resulting from the absence, impairment or loss of any right of reimbursement, subrogation, contribution or other right or remedy of Guarantor against Debtor.

8. INDEMNIFICATION

Without limitation of other duties of Guarantor or remedies of Lender under this Guaranty, Guarantor shall indemnify, defend and hold Lender harmless from and against, and shall pay on demand, any and all losses, liabilities, damages, and expenses (including actual attorney's fees) suffered or incurred by Lender as a result of any failure of any of the Obligations to be the legal, valid and binding obligations of Debtor, enforceable against Debtor in accordance with their terms.

9. NOTICES

Except as to notices where the manner of service is prescribed by statute or court rule, any notice, demand or communication (collectively, "Notice") under or in connection with this Guaranty or any other Security Document shall be deemed effective if made in writing (including telecommunications) and delivered to the recipient's address or telecopier number by any of the following means:

- (a) hand delivery;
- (b) registered or certified mail, postage prepaid and return receipt requested;
- (c) first class mail, postage prepaid;
- (d) Federal Express, Airborne Express or like nationally recognized overnight courier service; or
- (e) telecopy (facsimile transmission), confirmed by first class mail, postage prepaid.

Notice made in accordance with this Section shall be deemed delivered upon receipt if delivered by hand or facsimile transmission; two (2) business days after mailing if mailed by first class, registered or certified mail; or one (1) business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier. The Notice should be addressed to Guarantor at its address in Recital C, and to Lender at the address stated on the first page of this Guaranty Agreement. Any party may change the address to which Notices are to be sent by notice in writing to all the parties to this Guaranty, in accordance with the foregoing. Guarantor shall immediately notify Lender in writing of any change in its mailing address as set forth in Recital C. Nothing in this Section requires Lender, or shall be interpreted as requiring Lender, to provide notice to Guarantor where such Notice was waived or not required under other Sections of this Guaranty or by law.

10. CAPTIONS

The caption or titles to sections of this Guaranty are provided for the sake of convenient reference only and are not part of this Guaranty. They shall not be relied upon to explain, modify or interpret this Guaranty.

11. MICHIGAN LAW

Any proceeding under this Guaranty Agreement or the enforcement of any rights conferred on Lender under its terms shall be governed, construed and enforced in accordance with the laws of the State of Michigan where this Guaranty and the Note secured by it have been made, executed and delivered.

12. SUCCESSORS

Subject to the provisions of this Guaranty, each of the covenants and obligations of this Guaranty shall be binding upon and inure to the benefit of the parties to this Guaranty, and their respective legal representatives, successors and assigns.

13. GENDER AND JOINT LIABILITY

The gender of terms used in this Guaranty shall be deemed to include every other gender as appropriate. The singular shall include the plural, and the plural shall include the singular. If more than one person or entity signs this Guaranty (or acts as a guarantor pursuant to a separate document), their liability shall be joint, joint and several, and several.

14. VENUE

If a suit, action or proceeding is brought by or against the Lender with respect to this Guaranty, the Note, any of the Security Documents, or with respect to the loan relationship between the Lender and Debtor, the parties agree that such suit, action or proceeding may only be brought in state or federal courts having jurisdiction in Wayne County, Michigan. The parties submit to the exclusive jurisdiction of such courts for the purpose of such suit, action or proceeding. The parties irrevocably waive any objection which they may now or in the future have to the venue of any such suit, action or proceeding and irrevocably waive any claim that any such suit, action or proceeding brought in such court has been brought in an inconvenient forum. Guarantor irrevocably consents to service of process in any suit, action or proceeding in such court by the mailing of the pleadings by registered or certified mail, postage prepaid, to Guarantor's address as set forth in Recital C of this Guaranty.

15. RELEASE

In consideration of the Lender making or continuing the loans to the Debtor, the Guarantor(s) do each waive, release and affirmatively agree not to allege or otherwise pursue any and all defenses, affirmative defenses, counterclaims, claims, causes of action, set-offs or other rights that they may have, or claim to have for any and all claims, harm, injury and damage of any and every kind, known or unknown, legal or equitable, which any of the Guarantor(s) have against the Lender arising out of this Guaranty and the underlying obligation from the date of Guarantor's first contact with Lender up to the date of this Guaranty. Guarantor(s) confirm to Lender that they have reviewed the effect of this waiver, release and covenant not to sue with competent legal counsel of their choice, or have been afforded the opportunity to do so, prior to the execution of this Guaranty and each acknowledge and agree that Lender is relying upon this agreement in extending or continuing the loans to Debtor.

16. LENDER'S LIABILITY

The Guarantor(s) agree that each of them shall have been deemed to have permanently and conclusively waived any right to pursue any or all defenses, affirmative defenses, counterclaims, claims, causes of action, set-offs or other rights that they may have, or claim to have, against the Lender unless a written notice specifically setting forth the grievance of the Guarantor(s) shall have been given to the Lender within thirty (30) days after the occurrence of the event which the Guarantor(s) alleges gave rise to the grievance. Nothing in this section, or in any other provision of this Guaranty shall grant, or be deemed to grant, standing to any Guarantor to assert the rights or claimed rights of Debtor against Lender under the Loan Agreement or otherwise. The Guarantor(s) confirm to Lender that they have reviewed the effect of this limitation of remedies with competent legal counsel of their choice, or have been afforded

the opportunity to do so, prior to signing this Guaranty and each acknowledge and agree that the Lender is relying upon this limitation of remedies in extending or continuing the loans to Debtor.

17. WAIVER OF JURY TRIAL

The Guarantor(s) do each knowingly, voluntarily and intelligently waive their constitutional and all other rights to a trial by jury in any action, proceeding, cross-claim or counterclaim (1) arising out of or in any way connected with this Guaranty, (2) relating directly or indirectly to transactions under this Guaranty, or (3) which relates in any way to the conduct of the loan or any other relationship between or among Guarantor(s), Debtor and Lender. The Guarantor(s) agree that any litigation between or among the Guarantor(s), Debtor and Lender shall be referred by a court of competent jurisdiction sitting without a jury. The Guarantor(s) shall not attempt to circumvent this waiver by seeking to consolidate lawsuits, or by any other procedure. Lender shall not be deemed to have relinquished the benefit of this waiver of jury trial unless such relinquishment is in a written instrument signed by the President of Lender. The Guarantor(s) confirm to Lender that they have reviewed the effect of this waiver of jury trial with competent legal counsel of their choice, or have been afforded the opportunity to do so, before signing this Guaranty and each acknowledge and agree that Lender is relying upon this waiver in extending or continuing the loans to Debtor.

Guarantor has executed this Guaranty Agreement as of the date set forth above.

By signing below, we acknowledge we have read and understand this Guaranty, and agree to be bound by the provisions of this Guaranty including the waiver of our right to a jury trial. We also acknowledge that our liability hereunder is joint, several and joint and several.

"GUARANTOR"

James R. Dales

WRITTEN AUTHORITY FOR CONFESSING JUDGMENT

This Written Authority for Confessing Judgment (“Confession”) is made by James R. Dales individual, an individual (hereinafter collectively, “Guarantor”), 408 Plymouth Real Estate Properties, LLC, a Michigan limited liability company (“Debtor”) (Guarantor and Debtor are hereinafter collectively the “Obligors”) to the City of Plymouth, a Michigan municipality (“City”).

1. RECITALS

1.1 Pursuant to the terms of that certain agreement between the City and the Debtor dated March __, 2022 (the “Agreement”), Debtor has delivered to City a promissory note (the “Note”) in the original principal amount of \$120,000 (One Hundred and Twenty Thousand Dollars).

1.2 Guarantor has delivered to City a guaranty (the “Guaranty”) of the obligations of the Debtor pursuant to the terms of the Note.

1.3 Obligors acknowledge that the financing arrangements agreed to by City as evidenced by the Note and the Guaranty provide for material and substantial benefits that inure directly to Obligors and absent this Confession, the City is unwilling to enter into the Agreement and would not be willing to do so.

1.4 Debtor acknowledges that this Confession is a fundamental inducement and element of consideration to City to enter into the Agreement.

2. AGREEMENT

2.1 Confession of Judgment. Obligors hereby consent to entry of a judgment in Wayne County Circuit Court upon the occurrence of an event of default under the Note, in an amount equal to the principal sum of all obligations evidenced by the Note, together with all of City’s reimbursable costs and expenses (including reasonable attorneys’ fees) then incurred or thereafter to be incurred as provided for in the Note, and further authorizes attorney Robert A. Marzano or any attorney of the firm of Plunkett Cooney, P.C. to confess judgment in said amount in said Court.

Debtor acknowledges and agrees that production of the Note, an affidavit of default by a representative of the City confirming both the default and the amount due under the Note and this Confession by said attorneys is all that is necessary for a judgment to be entered against the Obligors and they shall due no acts in connection with any efforts on the part of City to seek the entry of judgment against the Obligors.

2.2 Compliance with Michigan Statute. Obligors acknowledge and agree that the terms and provisions of this Confession comply with all of the requirements of MCLA §600.2906 and that this Confession is a proper instrument, distinct from the Note and Guaranty for which judgment may be confessed, all as required in MCLA §600.2906.

2.3 Voluntary and Informed Execution. OBLIGORS ACKNOWLEDGE AND AGREE THAT THEY HAVE FULLY READ, COMPLETELY UNDERSTAND AND VOLUNTARILY ENTER INTO AND EXECUTES THIS CONFESSION, AND ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED AND ADVISED BY COUNSEL OF THEIR CHOOSING (OR HAD AN OPPORTUNITY TO CONSULT WITH SUCH COUNSEL) DURING THE PENDENCY OF THE NEGOTIATIONS THAT RESULTED IN THE DRAFTING AND EXECUTION OF THIS CONFESSION. FURTHER, OBLIGORS HAVE FULLY READ, COMPLETELY UNDERSTAND AND VOLUNTARILY ENTER INTO AND EXECUTE, AMONG OTHER THINGS, THIS CONFESSION.

IN WITNESS WHEREOF, the parties hereto have executed this Confession the day and year first set forth above.

“GUARANTOR”

James R. Dales, Individually

“DEBTOR”

408 Plymouth Real Estate Properties, LLC..

By: James R. Dales
Its:

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

On this _____ day of February, 2022, James R. Dales, appearing personally before me and state they have executed this Confession of Judgment, both individually and as an authorized representative of 408 Plymouth Real Estate Properties, LLC, as applicable.

Notary Public

County, Michigan
My Commission Expires: _____

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There was a roll call vote.
Yes: Filipczak, O'Donnell, Deal, Sebastian, Kehoe, Moroz
MOTION PASSED 6-0

8. REPORTS AND CORRESPONDENCE

a. Annual Report on Trees

Assistant Community Development Director Greta Bolhuis reported that 107 trees were removed in the City last year, and that 59 of them were protected under the ordinance. The process to enforce the tree ordinance was described as labor intensive, and it was suggested that the ordinance be revisited next year.

b. Liaison Reports

Kehoe reported that the ZBA heard a front yard setback variance request this month and that the request was denied.

O'Donnell said the Planning Commission would be addressing the Greek Islands renovation and phase two of the Pulte project at their March meeting.

c. Appointments

O'Donnell nominated Meghan Covino to serve on the Historic District Commission.

There was a roll call vote.

Yes: Kehoe, Sebastian, Deal, O'Donnell, Filipczak, Moroz

MOTION PASSED 6-0

9. ADJOURNMENT

A motion to adjourn was offered by Filipczak and seconded by O'Donnell at 7:48 p.m.

There was a roll call vote.

Yes: Filipczak, O'Donnell, Deal, Sebastian, Kehoe, Moroz

MOTION PASSED 6-0

NICK MOROZ
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK