



Plymouth City Commission Regular Meeting Agenda

Monday, October 16, 2023 7:00 p.m.
Plymouth City Hall & Online Zoom Webinar

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

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

Join Zoom Webinar <https://us02web.zoom.us/j/88488258362> Passcode: 908331 Webinar ID: 884 8825 8362

1. **CALL TO ORDER**
 - a. Pledge of Allegiance
 - b. Roll Call
2. **APPROVAL OF MINUTES**
 - a. October 2, 2023 City Commission Regular Meeting Minutes
3. **APPROVAL OF THE AGENDA**
4. **ENACTMENT OF THE CONSENT AGENDA**
 - a. Special Event: Pumpkin Carving Contest – Thursday-Saturday 10/26-28/2023
 - b. Special Event: Halloween Block Party – Sunday 10/29/2023
 - c. Special Event: Main St. Boulevard Tree Lighting & Salvation Army Red Kettle Kickoff – Friday 11/10/2023
 - d. Special Event: Ladies Holiday Shopping Night – Thursday 11/16/2023
 - e. Special Event: Walk of Trees – 11/17/2023 - 1/3/2024
 - f. Special Event: Santa's Plymouth Parade – Friday 11/24/2023
 - g. Special Event: Holiday Greens Market 2023 – Saturday 11/25/2023
 - h. Special Event: Plymouth Goodfellow Paper Sale – Saturday 12/2/2023
 - i. Special Event: Compassionate Friends Worldwide Candle Lighting 2023 – Sunday, 12/10/2023
 - j. Special Event: P-CCS 3rd Annual Mental Health & Wellness Fair – Saturday, 4/27/2024
5. **CITIZEN COMMENTS**
6. **COMMISSION COMMENTS**
7. **OLD BUSINESS**
8. **NEW BUSINESS**
 - a. Outdoor Dining Policy
 - b. Payment in Lieu of Parking Agreement – Highline Spirits
 - c. CSX Railroad Grant Construction Agreement
 - d. Early Voting Site Resolution
 - e. Recreation Master Plan Opening Day Review Period & Setting Public Hearing Date
9. **REPORTS AND CORRESPONDENCE**
 - a. Liaison Reports
 - b. Appointments
10. **ADJOURNMENT**

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

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

Meetings of the City of Plymouth are open to all without regard to race, sex, color, age, national origin, religion, height, weight, marital status, disability, or any other trait protected under applicable law. Any individual planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) should submit a request to the ADA Coordinator at 734-453-1234 ext. 234 at least two working days in advance of the meeting so an attempt can be made to make reasonable accommodations. The request may also be submitted via mail at 201 S. Main St. Plymouth, MI 48170, or email to clerk@plymouthmi.gov.

City of Plymouth Strategic Plan 2022-2026

GOAL AREA ONE - SUSTAINABLE INFRASTRUCTURE

OBJECTIVES

1. Identify and establish sustainable financial model(s) for major capital projects, Old Village business district, 35th District Court, recreation department, and public safety
2. Incorporate eco-friendly, sustainable practices into city assets, services, and policies; including more environmentally friendly surfaces, reduced impervious surfaces, expanded recycling and composting services, prioritizing native and pollinator-friendly plants, encouraging rain gardens, and growing a mature tree canopy
3. Partner with or become members of additional environmentally aware organizations
4. Increase technology infrastructure into city assets, services, and policies
5. Continue sustainable infrastructure improvement for utilities, facilities, and fleet
6. Address changing vehicular habits, including paid parking system /parking deck replacement plan, electric vehicle (EV) charging stations, and one-way street options

GOAL AREA TWO – STAFF DEVELOPMENT, TRAINING, AND SUCCESSION

OBJECTIVES

1. Create a 5-year staffing projection
2. Review current recruitment strategies and identify additional resources
3. Identify/establish flex scheduling positions and procedures
4. Develop a plan for an internship program
5. Review potential department collaborations
6. Hire an additional recreation professional
7. Review current diversity, equity, and inclusion training opportunities
8. Seek out training opportunities for serving diverse communities

GOAL AREA THREE - COMMUNITY CONNECTIVITY

OBJECTIVES

1. Engage in partnerships with public, private and non-profit entities
2. Increase residential/business education programs for active citizen engagement
3. Robust diversity, equity, and inclusion programs
4. Actively participate with multi-governmental lobbies (Michigan Municipal League, Conference of Western Wayne, etc.)

GOAL AREA FOUR - ATTRACTIVE, LIVABLE COMMUNITY

OBJECTIVES

1. Create vibrant commercial districts by seeking appropriate mixed-use development, marketing transitional properties, and implementing Redevelopment Ready Communities (RRC) practices
2. Improve existing and pursue additional recreational and public green space opportunities and facilities for all ages
3. Develop multi-modal transportation plan which prioritizes pedestrian and biker safety
4. Improve link between Hines Park, Old Village, Downtown Plymouth, Plymouth Township, and other regional destinations
5. Maintain safe, well-lit neighborhoods with diverse housing stock that maximizes resident livability and satisfaction
6. Modernize and update zoning ordinance to reflect community vision
7. Implement Kellogg Park master plan

"The government in this community is small and accessible to all concerned."

-Plymouth Mayor Joe Bida
November 1977



City of Plymouth
City Commission Regular Meeting Minutes
Monday, October 2, 2023, 7:00 p.m.
Plymouth City Hall 201 S. Main St. Plymouth, MI

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

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

1. CALL TO ORDER

a. Mayor Nick Moroz called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

b. Roll Call

Present: Mayor Moroz, Mayor Pro Tem Suzi Deal, Commissioners Linda Filipczak, Jennifer Kehoe, Kelly O'Donnell, and Marques Thomey

Excused: Commissioner Alanna Maguire

Also present: City Manager Paul Sincock, Attorney Bob Marzano, and various members of the city administration

2. APPROVAL OF MINUTES

Filipczak offered a motion, seconded by Kehoe, to approve the minutes of the September 18, 2023, City Commission meeting as amended.

There was a voice vote.

MOTION PASSED

3. APPROVAL OF THE AGENDA

Deal offered a motion, seconded by Filipczak, to approve the agenda for the October 2, 2023, meeting.

There was a voice vote.

MOTION PASSED

4. ENACTMENT OF THE CONSENT AGENDA

a. Special Event: Old Village Chili Cookoff – October 8, 2023, 11 a.m. to 3 p.m.

Kehoe offered a motion, seconded by O'Donnell, to approve the consent agenda for the October 2, 2023, meeting.

There was a voice vote.

MOTION PASSED

5. CITIZEN COMMENTS

Don Soenen, 46040 W. Ann Arbor Trail, thanked the City Commission for approving the chili cookoff and noted that Congresswoman Debbie Dingell, Attorney General Dana Nessel, State Representative Matt Koleszar and Wayne County Commissioner Melissa Daub were expected to attend.

Paul Salloum, 306 S. Main, said a person sleeping on his property was a safety concern.

Madlyn Dewalls, 693 Deer, said a person had been sleeping on her property and asking for food. She also asked about opting out of the smart water meter program.

Donna DeMeyer, 1160 Sheridan, said she attended the citizens academy and was impressed. She also asked questions about the proposed recreation millage.

Jan Waller, 1051 N. Mill, thanked the City Commission for approving the chili cookoff in Old Village. She also suggested allowing a social district during events.

6. COMMISSION COMMENTS

Moroz thanked the following employees for their work anniversaries: Tracy Boucher – 1 year, Brian Ronayne – 3 years, John Segura – 3 years, David Edwards – 12 years, Jennifer Coykendall – 23 years, Mike Brindley – 25 years, Maureen Brodie – 26 years, Steve Anderson – 30 years.

Thomey said a temporary social district could be tried and that the subject should be evaluated from a balanced perspective.

O'Donnell said absentee ballots were being received and reminded the group about the candidate forum on October 3.

Deal congratulated Finance Director John Scanlon on the birth of his son and commented about the success of Downtown Day.

Kehoe suggested that those participating in the citizens academy consider volunteering for a board or commission. She said she would also like to explore a temporary social district. In addition, she explained that the recreation millage would allow more residents to participate in activities.

Moroz told the group that a recreation millage presentation was on this agenda and would answer many of the questions residents might have. He thanked City Clerk Maureen Brodie and Deputy City Clerk Nancy Anderson for their work on the election.

Public Safety Director Al Cox explained the police department's protocol for addressing homelessness in the community. He said officers provide individuals with information about available resources.

7. OLD BUSINESS

There was no old business.

8. NEW BUSINESS

- a. Residential Solid Waste/Recycling Contract Sold to New Vendor

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

RESOLUTION 2023-86

WHEREAS The City of Plymouth has a contract with Allied Waste Services, Inc. doing business as Allied Waste Services of Detroit West/Republic Services of Southeast Michigan (Allied), for the collection of solid waste and recycling materials; and

WHEREAS They have informed the City that they have sold the City of Plymouth contract for residential collections of solid waste and recycling materials to Priority Waste, LLC; and

WHEREAS There is no prohibition in the City's contract that would prohibit the sale of the contract to a new company as long as the terms and conditions remain the same.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby consent to assign the City of Plymouth's contract with Allied Waste Services, Inc. doing business as Allied Waste Services of Detroit West/Republic Services of Southeast Michigan (Allied) to Priority Waste, LLC under the terms of the current collection contract. Further, this assignment is only for the residential collections of solid waste and recycling using the current trash/recycle carts or official city trash bags.

There was a discussion about the collection times, which DMS Director Chris Porman said were generally between 7 a.m. and 7 p.m.

Ed Walton, 1465 Palmer, said garbage trucks regularly damage the island in his neighborhood, and DMS crews perform the repairs. He referred to the island as a parklet and asked that it be placed on a list of improvements that could be funded if the recreation millage passes.

There was a voice vote.

MOTION PASSED

9. REPORTS AND CORRESPONDENCE

a. Recreation Presentation

Recreation Director Steve Anderson and City Manager Paul Sincock gave a presentation about the recreation millage request that is on the November 7 ballot.

Trish Horstman, Old Village resident and business owner, said she supported the recreation millage and that the Old Village Association would like to be part of the planning phase of parks in Old Village.

Brock Minton, 702 N. Harvey, said he was supportive of the recreation millage and would like to see programs for residents of all ages.

Dave Rucinski, 1392 Maple, said he thought plans should have been developed prior to a millage vote. He also asked questions about how grants would impact the use of millage funds, survey results, and Kellogg Park improvements.

b. Liaison Reports

O'Donnell said there would be a Planning Commission meeting on October 11 at 7 p.m.

c. Appointments

There were no appointments.

10. ADJOURNMENT

A motion to adjourn was offered by Deal and seconded by Filipczak at 8:35 p.m.

There was a voice vote.

MOTION PASSED

NICK MOROZ
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK



Special Event Application

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

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

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

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

Sponsoring Organization's Legal Name		City of Plymouth / Plymouth Arts Council		
Ph#	734 455-6620	Fax#		
Address		525 Farmer St.	City	Plymouth
Sponsoring Organization's Agent's Name		Brandon Szachta		Title
Ph#	734 455-6620	Fax#	309	
Address		525 Farmer St.	City	Plymouth
Email		Bszachta@plymouthmi.gov		Website
State		MI	Zip	48170
Cell#		734-524-4637		
State		MI	Zip	48170

RECEIVED
 SEP 21 2023

Event Name: Pumpkin Carving Contest

Event Purpose: Youth recreation/art program City of Plymouth

Event Date(s): Oct. 26-28

Event Times: 10/26 (6-8pm) 10/27 (3-5pm) 10/28 (10am-2pm)

Event Location: Kellogg Park

What Kind Of Activities?: Voting for contest

What is the Highest Number of People You Expect in Attendance at Any One Time? 20

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

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

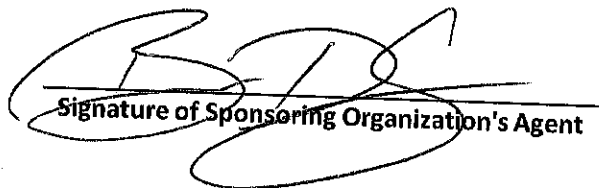
Partnering w/ Plymouth Arts Council to have a pumpkin carving contest. Pumpkins will be carved at home. Voting to take place with pumpkins displayed at Kellogg Park on dates/times listed. Will put 3-4 tables in grassy area close to Marsh St.

10.

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

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

9/27/23
Date


Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

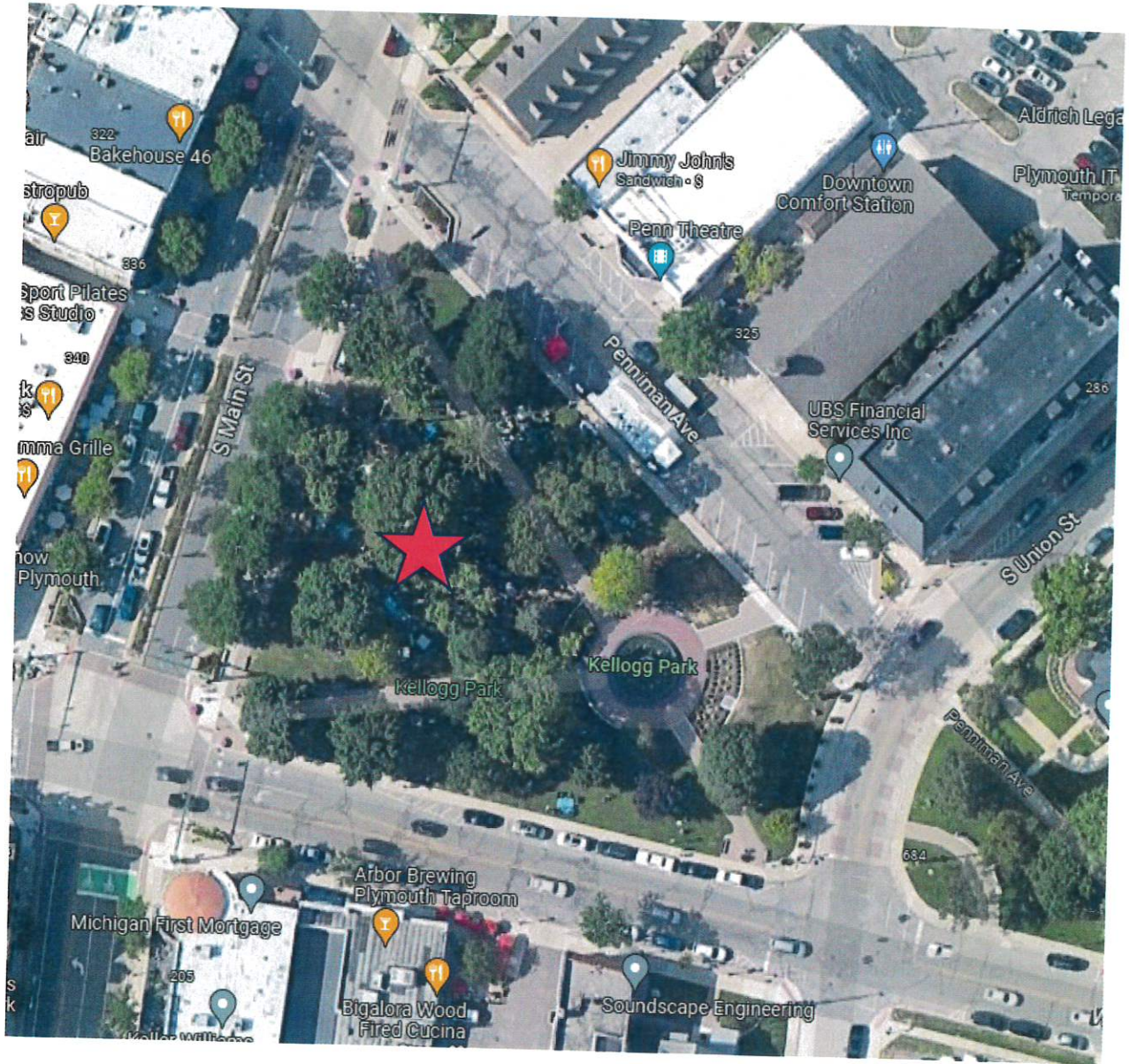
EVENT REVIEW FORM


MUNICIPAL SERVICES:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied (list reason for denial)	Initial <i>CP</i>
<i>No SERVICES NEEDED</i>			
\$250 Bathroom Cleaning Fee Per Day of Event? <input checked="" type="radio"/> YES <input checked="" type="radio"/> NO			
Labor Costs: \$	<i>2</i>	Equipment Costs: \$	<i>2</i>
		Materials Costs: \$	<i>0</i>
POLICE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied (list reason for denial)	Initial <i>gic</i>
<i>No SERVICES NEEDED</i>			
Labor Costs \$		Equipment Costs \$	<i>0</i>
		Materials Costs \$	
FIRE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied (list reason for denial)	Initial <i>MS</i>
<i>NO SERVICES NEEDED</i>			
Labor Costs \$	<i>0</i>	Equipment Costs \$	
		Materials Costs \$	
HVA:	<input type="radio"/> Approved	<input type="radio"/> Denied (list reason for denial)	Initial
DDA:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied (list reason for denial)	Initial <i>SBP</i>
Labor Costs \$	<i>0</i>	Equipment Costs \$	
		Materials Costs \$	
RISK MANAGEMENT:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied (list reason for denial)	Initial <i>MB</i>
<input checked="" type="radio"/> Class I – Low Hazard	<i>PCAC Insurance Cert. Needed Naming City as Additional Insured</i>		
<input type="radio"/> Class II – Moderate Hazard			
<input type="radio"/> Class III – High Hazard			
<input type="radio"/> Class IV – Severe Hazard			

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

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

APPROVED _____ NOT APPROVED _____ DATE _____



 3-4 voting tables here

EVENT REVIEW FORM

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

MUNICIPAL SERVICES:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>CP</u>
<u>NO SERVICES NEEDED</u>				
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO				
Labor Costs: \$	-	Equipment Costs: \$	-	Materials Costs \$
-		-		-
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>Juc</u>
<u>NO SERVICES NEEDED</u>				
Labor Costs \$		Equipment Costs \$	<u>0</u>	Materials Costs \$
-		-		-
FIRE:	Approved	Denied	(list reason for denial)	Initial
Labor Costs \$		Equipment Costs \$		Materials Costs \$
-		-		-
HVA:	Approved	Denied	(list reason for denial)	Initial
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>SBP</u>
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$
-		-		-
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial
Class I – Low Hazard	Event Sponsors must provide current Certificate of Insurance naming City			
Class II – Moderate Hazard	of Plymouth as 'Additional Insured' including in the Description Box/Area.			
Class III – High Hazard	Food vendor/service requirements per Special Event Policy, must also be			
Class IV – Severe Hazard	met for any food.			
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				



Special Event Application

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

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

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

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

Sponsoring Organization's Legal Name Old Village Association

Ph# 517-712-0440 Fax# Email Plymouth Old Village Association@yahoo.com Website oldvillageplymouth.com

Address 638 Starkweather City Plymouth State MI Zip 48170

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

Ph# 517-712-0440 Fax# Email Plymouth Old Village Association@yahoo.com Cell# 517-712-0440

Address 771 Davis St City Plymouth State MI Zip 48170

Event Name Halloween Block Party

Event Purpose Halloween Party for Community!

Event Date(s) Oct 29, 2023

Event Times 11am - 4pm

Event Location Liberty Street from Mill to Starkweather

What Kind Of Activities? Costume Contest, DJ or Music, Games, Train

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

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

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

Our Annual Community Halloween Party! We will have Games, a costume contest for the kids, snacks and treats, the kiddie train and bounce house.

RECEIVED
OCT 5 2023

City of Plymouth

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

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

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

Normal Event Schedule (e.g., third weekend in July): End of October
Next year's specific dates: 10/27/24

See section 12.13 for license & insurance requirements for vendors

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

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

Electricity, Porta John (x1), Police? (last year it was not required), Barricades

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

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

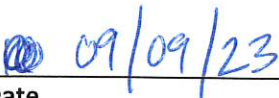
Signs or banners approved by the City of Plymouth for Special Events shall be designed and made in an artistic and workman like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

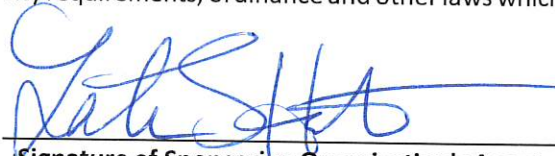
Signs and/or Banners may be used during the event only. Please refer to Special Event Policy for information related to the installation of banners on Downtown Street Light Poles in advance of event. NO SIGNS ARE ALLOWED IN THE PARK IN ADVANCE OF THE EVENT.

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

10. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that
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Date


Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

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

Signature [Handwritten Signature]

Date 09/09/23

Witness _____

Date _____

EVENT REVIEW FORM

EVENT NAME: _____ TOTAL ESTIMATED FEE: _____

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

MUNICIPAL SERVICES:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied (list reason for denial)	Initial <i>CP</i>
<i>POET-A-SOHN APPROX \$150</i>			
<i>BALUCADES</i>			
\$250 Bathroom Cleaning Fee Per Day of Event? <input checked="" type="radio"/> YES <input type="radio"/> NO			
Labor Costs: \$	<i>122</i>	Equipment Costs: \$	<i>42</i> Materials Costs \$
POLICE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied (list reason for denial)	Initial <i>JLL</i>
<i>NO SERVICES NEEDED</i>			
Labor Costs \$		Equipment Costs \$	<i>0</i> Materials Costs \$
FIRE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied (list reason for denial)	Initial <i>RS</i>
<i>NO SERVICES NEEDED</i>			
Labor Costs \$	<i>0</i>	Equipment Costs \$	Materials Costs \$
HVA:	<input type="radio"/> Approved	<input type="radio"/> Denied (list reason for denial)	Initial
DDA:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied (list reason for denial)	Initial <i>SLP</i>
Labor Costs \$	<i>0</i>	Equipment Costs \$	Materials Costs \$
RISK MANAGEMENT:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied (list reason for denial)	Initial <i>MB</i>
Class I – Low Hazard	Event Sponsors must provide current Certificate of Insurance naming City		
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Class IV – Severe Hazard	met for any food.		
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APPROVED _____ NOT APPROVED _____ DATE _____			



Special Event Application

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 Plymouth, Michigan 48170-1637

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

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

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

Sponsoring Organization's Legal Name Plymouth DDA

Ph# 734-455-1453 Fax# _____ Email dda@plymouthmi.gov Website downtownplymouth.org

Address 831 Penniman City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Sam Plymale Title DDA Director

Ph# 734-455-1453 Fax# _____ Email splymale@plymouthmi.gov Cell# _____

Address _____ City _____ State _____ Zip _____

Event Name Main Street Boulevard Tree Lighting and Salvation Army Red Kettle Kick Off

Event Purpose To raise awareness for the Salvation Army's local Red Kettle Campaign and kick off the holiday season in Downtown Plymouth

Event Date(s) Friday, November 10

Event Times 5:30 p.m. through 7:30 p.m. (tree lighting at 7:00 p.m.)

Event Location Kellogg Park (Main Street side)

What Kind Of Activities? caroling, music, free hot chocolate, gift card exchange

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

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

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)
Visitors will have a chance to win a gift card from a downtown merchant with a non perishable donation to the Salvation Army. PCEP choir will sing songs and the Salvation Army Brass Band will play holiday music. Boulevard lights will be lit at 7.

RECEIVED

OCT 2 2023

City of Plymouth

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

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

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

Normal Event Schedule (e.g., third weekend in July): the Friday two weeks before Thanksgiving
Next year's specific dates: November 15, 2024

See section 12.13 for license & insurance requirements for vendors

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

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

Switch for tree lighting/coordination from DMS

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

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

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

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

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

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

YES NO

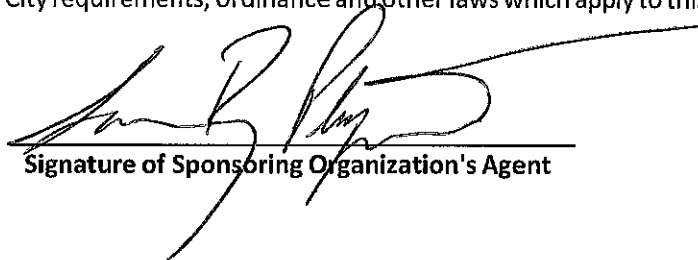
If Yes, list the lots or locations where/why this is requested:

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

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

9/27/2023

Date



Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

EVENT REVIEW FORM

EVENT NAME: Tree Lighting - Red Kettle Kickoff TOTAL ESTIMATED FEE: _____

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

MUNICIPAL SERVICES:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied (list reason for denial)	Initial <u>CP</u>
<u>2 FTE</u> <u>PA SYSTEM</u>			
\$250 Bathroom Cleaning Fee Per Day of Event? <input checked="" type="radio"/> YES <input type="radio"/> NO			
Labor Costs: \$	<u>650</u>	Equipment Costs: \$	<u>100</u>
		Materials Costs: \$	<u>100</u>
POLICE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied (list reason for denial)	Initial <u>JCC</u>
<u>NO SERVICES NEEDED</u>			
Labor Costs \$		Equipment Costs \$	<u>0</u>
		Materials Costs \$	
FIRE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied (list reason for denial)	Initial <u>RS</u>
<u>NO SERVICES NEEDED</u>			
Labor Costs \$	<u>0</u>	Equipment Costs \$	
		Materials Costs \$	
HVA:	<input type="radio"/> Approved	<input type="radio"/> Denied (list reason for denial)	Initial
DDA:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied (list reason for denial)	Initial <u>SBP</u>
Labor Costs \$	<u>0</u>	Equipment Costs \$	
		Materials Costs \$	
RISK MANAGEMENT:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied (list reason for denial)	Initial <u>MB</u>
<u>Class I - Low Hazard</u>	Event Sponsors must provide current Certificate of Insurance naming City		
<u>Class II - Moderate Hazard</u>	of Plymouth as 'Additional Insured' including in the Description Box/Area.		
Class III - High Hazard	Food vendor/service requirements per Special Event Policy, must also be		
Class IV - Severe Hazard	met for any food.		
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____			
APPROVED _____ NOT APPROVED _____ DATE _____			

City of Plymouth SPECIAL EVENT APPLICATION

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

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

Sponsoring Organization's Legal Name Plymouth Community Chamber of Commerce

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

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

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

Ph# same Fax# same Email same Cell# _____

Address same City _____ State _____ Zip _____

Event Name Ladies Holiday Shopping Night

Event Purpose To promote Christmas Holiday shopping in Downtown Plymouth

Event Date(s) Thursday, November 16, 2023

Event Times 4-8 pm

Event Location Downtown Plymouth

What Kind Of Activities? Christmas Shopping

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

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

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

An evening for local residents to spend time shopping and dining in Plymouth and to celebrate a quaint, old-fashion Christmas.

RECEIVED
 OCT 02 2023
 City of Plymouth

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

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

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

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

Next year's specific dates: _____

See section 12.13 for license & insurance requirements for vendors

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

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

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

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

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

None

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

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

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

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

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

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

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

The event lasts more than the 2-3 hour parking limit.

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

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

September 20, 2023
Date



Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

Plymouth Community

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

Signature Mary Nykus

Date September 20, 2023

Witness Wanda Clawson

Date September 20, 2023

EVENT REVIEW FORM

EVENT NAME: Ladies Holiday Shopping Night TOTAL ESTIMATED FEE: _____

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

MUNICIPAL SERVICES:	Approved	Denied	(list reason for denial)	Initial
				CP
<i>No SERVICES NEEDED</i>				
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO				
Labor Costs: \$	/	Equipment Costs: \$	/	Materials Costs \$
POLICE:	Approved	Denied	(list reason for denial)	Initial
				Jec
<i>No SERVICE NEEDED</i>				
Labor Costs \$		Equipment Costs \$	/	Materials Costs \$
FIRE:	Approved	Denied	(list reason for denial)	Initial
				AS
<i>No SERVICES NEEDED</i>				
Labor Costs \$	/	Equipment Costs \$		Materials Costs \$
HVA:	Approved	Denied	(list reason for denial)	Initial
DDA:	Approved	Denied	(list reason for denial)	Initial
				SBP
Labor Costs \$	/	Equipment Costs \$		Materials Costs \$
RISK MANAGEMENT:	Approved	Denied	(list reason for denial)	Initial
				MP
Class I – Low Hazard	Event Sponsors must provide current Certificate of Insurance naming City			
Class II – Moderate Hazard	of Plymouth as 'Additional Insured' including in the Description Box/Area.			
Class III – High Hazard	Food vendor/service requirements per Special Event Policy, must also be			
Class IV – Severe Hazard	met for any food.			
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				

City of Plymouth SPECIAL EVENT APPLICATION

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

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

Sponsoring Organization's Legal Name Plymouth Community Chamber of Commerce

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

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

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

Ph# same Fax# same Email same Cell# _____

Address same City _____ State _____ Zip _____

Event Name Walk of Trees 2023

Event Purpose Community Involvement in the Christmas Holidays

Event Date(s) November 17, 2023 thru January 3, 2024

Event Times 24/7

Event Location Kellogg Park

What Kind Of Activities? People will walk through the Park to view the trees

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

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

Event Details: 79 Christmas trees will be set up in Kellogg Park. 28 of the trees will be placed on the east side of the fountain for a "memorial section" and the rest of them, 51, on the west side.

The trees will be sponsored by different businesses, families, organizations, etc. The Chamber will supply white lights for each tree though the sponsors are allowed to use their own lights provided they are LED. Decorations must be durable and be wired to the branches to keep from blowing off. Tree sponsors must retrieve the decorations by January 3, 2024 so that the City can dispose of the trees.

RECEIVED

OCT 02 2023

City of Plymouth

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

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

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

Normal Event Schedule (e.g., third weekend in July): The Friday before Thanksgiving thru New Years Day

Next year's specific dates: _____

See section 12.13 for license & insurance requirements for vendors

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

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

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

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

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

We will need Municipal Services to put 79 poles in the ground and attach the trees to the poles when the trees are delivered to the Park (a map is attached for placement of poles). We will need electric outlets strung to plug the tree lights into. The trees will need to be removed no earlier than January 4, 2023

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

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

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

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

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

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

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

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

Plymouth Community

The Chamber of Commerce (*organization name*) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Walk of Trees 2023 (*event name*) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature: Mary Nyhus

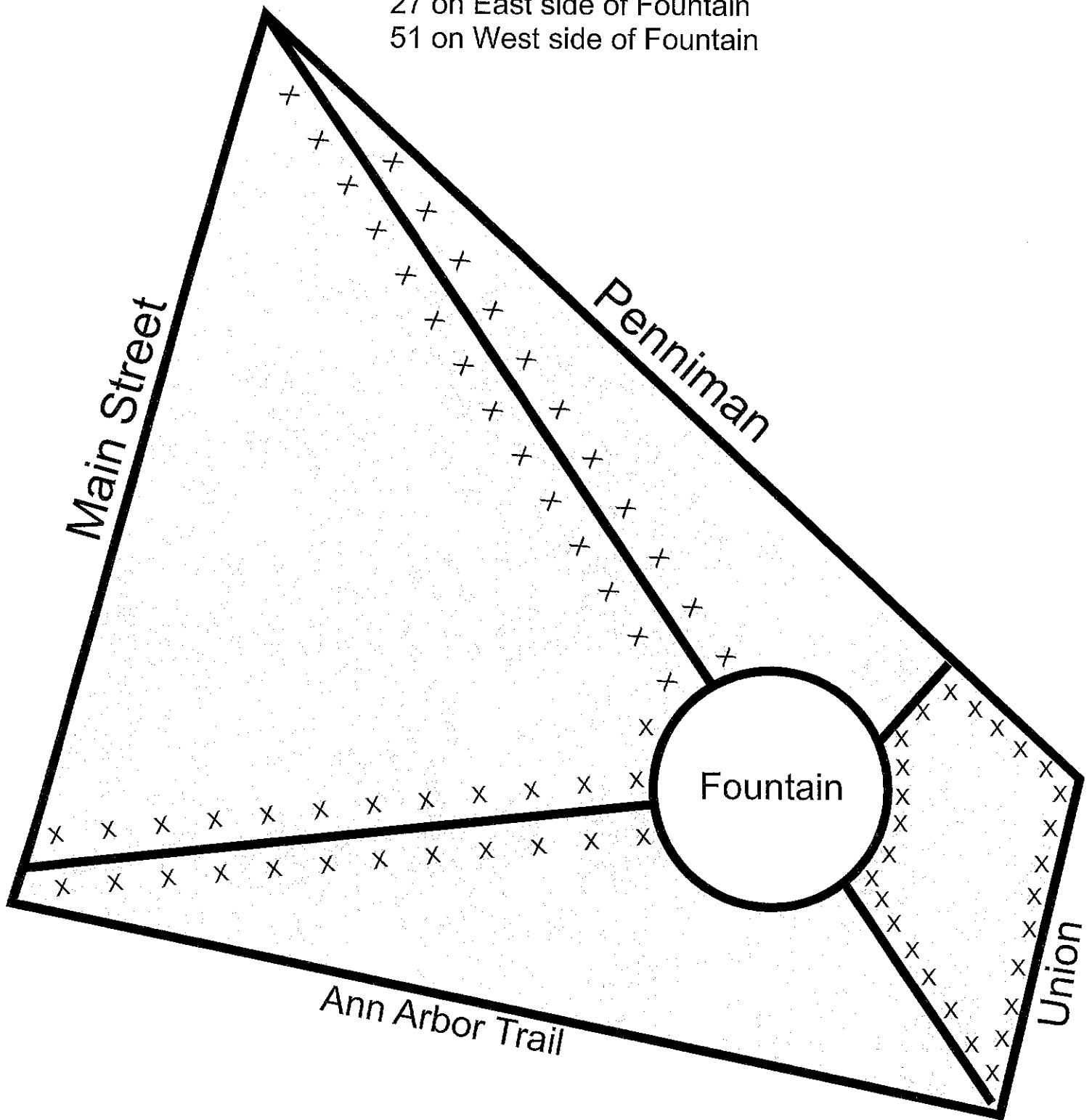
Date: September 25, 2023

Witness Wanda Clouston

Date: September 25, 2023

Kellogg Park

X = pole placement for Christmas Trees
27 on East side of Fountain
51 on West side of Fountain



EVENT REVIEW FORM

EVENT NAME: Walk of Trees TOTAL ESTIMATED FEE: _____

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

MUNICIPAL SERVICES:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>CP</u>
			LADOL	ERVIP
			SET UP \$1,600 ⁰⁰	\$400
			TEAR DOWN 1200 ⁰⁰	\$600
\$250 Bathroom Cleaning Fee Per Day of Event? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				
Labor Costs: \$		Equipment Costs: \$		Materials Costs \$
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>JCC</u>
<u>NO SERVICES NEEDED</u>				
Labor Costs \$		Equipment Costs \$	<u>Ø</u>	Materials Costs \$
FIRE:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>RS</u>
<u>NO SERVICES NEEDED</u>				
Labor Costs \$	<u>Ø</u>	Equipment Costs \$		Materials Costs \$
HVA:	Approved	Denied	(list reason for denial)	Initial
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>SBP</u>
Labor Costs \$	<u>Ø</u>	Equipment Costs \$		Materials Costs \$
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>MRB</u>
Class I – Low Hazard	Event Sponsors must provide current Certificate of Insurance naming City			
Class II – Moderate Hazard	of Plymouth as 'Additional Insured' including in the Description Box/Area.			
Class III – High Hazard	Food vendor/service requirements per Special Event Policy, must also be			
Class IV – Severe Hazard	met for any food.			
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				



Special Event Application

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

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

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

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

Sponsoring Organization's Legal Name Plymouth DDA and City of Plymouth Recreation Department

Ph# 7344551453 Fax# _____ Email splymale@plymouthmi.gov Website www.downtownplymouth.org

Address 831 Penniman City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Sam Plymale/Steve Anderson Title _____

Ph# 7344551453 Fax# _____ Email splymale@plymouthmi.gov Cell# _____

Address _____ City _____ State _____ Zip _____

Event Name Santa's Plymouth Parade

Event Purpose Santa is visiting the children of Plymouth

Event Date(s) Friday, November 24

Event Times 5:30 p.m. - 7:30 p.m.

Event Location City of Plymouth Parks, including holiday show at Kellogg Park

What Kind Of Activities? Entertainment with Santa

What is the Highest Number of People You Expect in Attendance at Any One Time? 500

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

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)
Santa will parade through Plymouth on a Fire Truck and visit 10 city parks (see attached map). Entertainer Joel Tacey will perform in Kellogg Park leading up to Santa's visit to that park for the Kellogg Park tree lighting. City vehicles will join the parade and will hold a short tree-lighting ceremony at each park.

RECEIVED
OCT 03 2023

City of Plymouth

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

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

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

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

Friday after Thanksgiving

Next year's specific dates:

November 29

See section 12.13 for license & insurance requirements for vendors

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

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

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

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

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

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

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

YES NO

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

10.

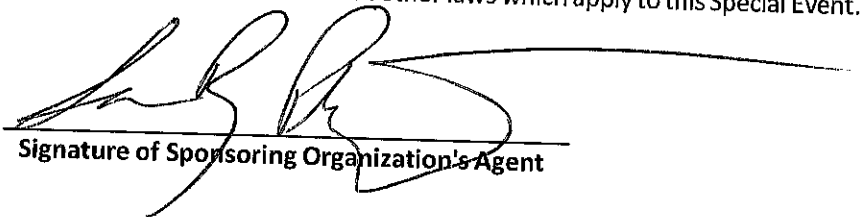
CERTIFICATION AND SIGNATURE:

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

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

10/2/2023

Date



Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

EVENT REVIEW FORM

EVENT NAME: Santa Parade

TOTAL ESTIMATED FEE: _____

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

MUNICIPAL SERVICES:	<u>Approved</u>	Denied	(list reason for denial)	Initial
<i>OP</i>				
<u>2 FTE</u>				
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO				
Labor Costs: \$	<u>500</u>	Equipment Costs: \$	<u>100</u>	Materials Costs \$ <u>100</u>
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial
<i>JCC</i>				
<u>2 OFFICERS @ 2 HOURS</u>				
Labor Costs \$		Equipment Costs \$	<u>304-</u>	Materials Costs \$
FIRE:	<u>Approved</u>	Denied	(list reason for denial)	Initial
<i>AS</i>				
<u>NO SERVICES NEEDED</u>				
Labor Costs \$		Equipment Costs \$		Materials Costs \$
HVA:	Approved	Denied	(list reason for denial)	Initial
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial
<i>SBL</i>				
Labor Costs \$		Equipment Costs \$		Materials Costs \$
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial
<i>MB</i>				
Class I – Low Hazard	Event Sponsors must provide current Certificate of Insurance naming City			
<u>Class II – Moderate Hazard</u>	of Plymouth as 'Additional Insured' including in the Description Box/Area.			
Class III – High Hazard	Food vendor/service requirements per Special Event Policy, must also be			
Class IV – Severe Hazard	met for any food.			
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				

RECEIVED

OCT 4 2023

City of Plymouth
SPECIAL EVENT APPLICATION

City of Plymouth

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

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

Sponsoring Organization's Legal Name Plymouth Community Chamber of Commerce

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

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

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

Ph# same Fax# same Email same Cell# _____

Address same City _____ State _____ Zip _____

Event Name Holiday Greens Market 2023

Event Purpose Selling of Holiday Greens at the Farmers Market

Event Date(s) Saturday, November 25, 2023

Event Times 9 a.m. to 3 p.m.

Event Location Downtown Plymouth in The Gathering and outside The Gathering on Penniman Avenue

What Kind Of Activities? Holiday Greens Market

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

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

Event Details: This event provides an opportunity for Farmers Market vendors to sell holiday greens for the Christmas Season. The people who come to the market are mainly local Plymouth residents and people from the surrounding communities.

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

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

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

Normal Event Schedule (e.g. Early in the month of Dec. _____)

Next year's specific dates: _____

See section 12.13 for license & insurance requirements for vendors

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

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

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

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

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

Close off Penniman Avenue between Jimmy Johns and Union.

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

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

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

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

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

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

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

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

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

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

9/20/2023

Date

Mary Nyhus

Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 4531234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

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

Signature Mary Nyhus

Date 9/20/2023

Witness Wanda Cleuston

Date 9/20/2023

EVENT REVIEW FORM

EVENT NAME: _____ TOTAL ESTIMATED FEE: _____

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

MUNICIPAL SERVICES:	<u>Approved</u>	Denied	(list reason for denial)	Initial	CP
EVENT TO CLOSE STREET DAY OF EVENT					
\$250 Bathroom Cleaning Fee Per Day of Event? <u>YES</u> NO					
Labor Costs: \$	Equipment Costs: \$	Materials Costs \$			
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial	JUC
NO SERVICES NEEDED					
Labor Costs \$	Equipment Costs \$	Materials Costs \$			
FIRE:	<u>Approved</u>	Denied	(list reason for denial)	Initial	AS
NO SERVICES NEEDED					
Labor Costs \$	Equipment Costs \$	Materials Costs \$			
HVA:	Approved	Denied	(list reason for denial)	Initial	
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial	SBP
Labor Costs \$	Equipment Costs \$	Materials Costs \$			
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial	MB
<u>Class I – Low Hazard</u>	Event Sponsors must provide current Certificate of Insurance naming City				
Class II – Moderate Hazard	of Plymouth as 'Additional Insured' including in the Description Box/Area.				
Class III – High Hazard	Food vendor/service requirements per Special Event Policy, must also be				
Class IV – Severe Hazard	met for any food.				
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____					
APPROVED _____ NOT APPROVED _____ DATE _____					



Special Event Application

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

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

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

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

Sponsoring Organization's Legal Name Plymouth Goodfellows Inc
Ph# 734.262.3199 Fax# _____ Email plymouthgoodfellows@yahoo.com Website plymouthgoodfellows.org
Address PO Box 700192 City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Julie Johnston Title Vice President
Ph# 734.673.1874 Fax# _____ Email juliejohnston313@gmail.com Cell# 734.673.1874
Address 99 W Tennyson City Plymouth State MI Zip 48170

RECEIVED

Event Name Plymouth Goodfellows Paper Sale
Event Purpose Accept donations for our Christmas Campaign
Event Date(s) Sat Dec 2 2023 OCT 6 2023
Event Times 6:00 am - 2pm City of Plymouth
Event Location City Sidewalks

What Kind Of Activities? Accepting donations + explaining our organization

What is the Highest Number of People You Expect in Attendance at Any One Time? # of people already on streets

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

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

Plymouth Goodfellows volunteers will distribute our organization's newspaper + accepting donations from the community throughout the city of Plymouth. All volunteers are expected to be courteous + friendly to community, whether or not donations are given.

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

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

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

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

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

Next year's specific dates:

1st Sat. in Dec
Dec 7, 2024

See section 12.13 for license & insurance requirements for vendors

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

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

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

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

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

No services needed

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

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

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

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

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

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

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

10/16/2023
Date

Julie Johnston
Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

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

Signature Julie Shurt

Date 10/6/2023

Witness _____

Date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945		CONTACT NAME: Will Maddux PHONE (A/C, No, Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com FAX (A/C, No):	
INSURED Plymouth Goodfellows c/o Harry Stansell 641 Forest Ave, 2 Plymouth MI 48170		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35378	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

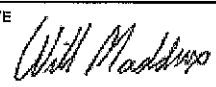
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability <input type="checkbox"/> Retail Liquor Liability	Y	N	3DS5474-M3121421	12/02/2023 12:01 AM	12/03/2023 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
	PRODUCTS - COMP/OP AGG \$ 2,000,000						
	Deductible \$ 1,000						
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB							BODILY INJURY (Per person) \$
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE							BODILY INJURY (Per accident) \$
DED RETENTION \$							PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A				EACH OCCURRENCE \$
							AGGREGATE \$
							PER STATUTE OTH-ER \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 100, Event Type: Charity Sale.

CERTIFICATE HOLDER**CANCELLATION**

Plymouth Goodfellows City of Plymouth Plymouth Chamber of Commerce 850 W Ann Arbor Trail Plymouth MI 48170	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Plymouth Goodfellows
City of Plymouth
Plymouth Chamber of Commerce
850 W Ann Arbor Trail
Plymouth, MI 48170

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

EVENT REVIEW FORM

EVENT NAME: Plymouth Goodfellows

TOTAL ESTIMATED FEE: _____

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

MUNICIPAL SERVICES:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>CP</u>
<u>NO SERVICES REQUIRED</u>				
\$250 Bathroom Cleaning Fee Per Day of Event? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				
Labor Costs: \$	Equipment Costs: \$	Materials Costs	\$	
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>guc</u>
<u>NO SERVICES NEEDED</u>				
Labor Costs \$	Equipment Costs \$	Materials Costs	\$	
FIRE:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>[Signature]</u>
<u>NO SERVICES NEEDED</u>				
Labor Costs \$	Equipment Costs \$	Materials Costs	\$	
HVA:	Approved	Denied	(list reason for denial)	Initial
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>SBP</u>
Labor Costs \$	Equipment Costs \$	Materials Costs	\$	
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>MB</u>
Class I – Low Hazard	Event Sponsors must provide current Certificate of Insurance naming City			
Class II – Moderate Hazard	of Plymouth as 'Additional Insured' including in the Description Box/Area.			
Class III – High Hazard	Food vendor/service requirements per Special Event Policy, must also be			
Class IV – Severe Hazard	met for any food. CANNOT BE IN STREETS			
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				



Special Event Application

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

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

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

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

Sponsoring Organization's Legal Name The Compassionate Friends of Livonia
Ph# 734-837-3722 Fax# _____ Email Stevenscd57@gmail.com Website _____
Address _____ City _____ State _____ Zip _____

Billing
Sponsoring Organization's Agent's Name Mary Hartnett Title Treasurer
Ph# _____ Fax# _____ Email mmhart1996@gmail.com Cell# 313-550-5410
Address 5704 Drexel City Dearborn Heights State MI Zip 48127

Event Name World Wide Candlelighting 2023
Event Purpose Loss of Children, grandchildren & sibling
Event Date(s) Sunday, December 10th 2023
Event Times Set up 5³⁰ am / Event time @ 9:00
Event Location Kellogg Park / Plymouth MI
What Kind Of Activities? None

RECEIVED
SEP 29 2023
City of Plymouth

What is the Highest Number of People You Expect in Attendance at Any One Time? 200+
Coordinating With Another Event? YES NO If Yes, Event Name: _____

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

2- mircophones w/stands
2- 8' feet tables w/2 chairs
Stage

Co-leaders
Cindy Stevens, Mary Hartnett & Joyce Gradinscak
City of Plymouth - Special Events Application // Policy Revised as of 03/16/15

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

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

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

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

Sunday, December 8th 2024

Next year's specific dates: _____

See section 12.13 for license & insurance requirements for vendors

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

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

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

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

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

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

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

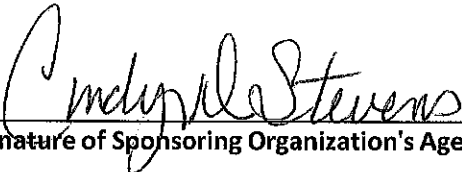
YES NO

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

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

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

9/23/23
Date


Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

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

Signature Cindy Stevens

Date 9/29/23

Witness _____

Date _____

EVENT REVIEW FORM

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

MUNICIPAL SERVICES:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied (list reason for denial)	Initial <u>CP</u>
2 FTE DURING EVENT BANDSHELL & PA SYSTEM			
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO			
Labor Costs: \$	<u>500</u>	Equipment Costs: \$	<u>100</u>
		Materials Costs \$	<u>100</u>
POLICE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied (list reason for denial)	Initial <u>gpc</u>
No Services Needed			
Labor Costs \$		Equipment Costs \$	<u>0</u>
		Materials Costs \$	
FIRE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied (list reason for denial)	Initial <u>AK</u>
NO SERVICES NEEDED			
Labor Costs \$	<u>0</u>	Equipment Costs \$	
		Materials Costs \$	
HVA:	<input type="radio"/> Approved	<input type="radio"/> Denied (list reason for denial)	Initial
DDA:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied (list reason for denial)	Initial <u>SBP</u>
Labor Costs \$	<u>0</u>	Equipment Costs \$	
		Materials Costs \$	
RISK MANAGEMENT:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied (list reason for denial)	Initial <u>MB</u>
Class I – Low Hazard	Event Sponsors must provide current Certificate of Insurance naming City		
Class II – Moderate Hazard	of Plymouth as 'Additional Insured' including in the Description Box/Area.		
Class III – High Hazard	Food vendor/service requirements per Special Event Policy, must also be		
Class IV – Severe Hazard	met for any food.		
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____			
APPROVED _____ NOT APPROVED _____ DATE _____			



Special Event Application

ITEM 4.j

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

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

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

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

Sponsoring Organization's Legal Name Plymouth-Canton Community Schools

Ph# 734-478-9703 Fax# _____ Email _____ Website www.pccsk12.com

Address 454 S. Harvey Street City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Kathy Grodus Title _____

Ph# 734-478-9703 Fax# _____ Email _____ Cell# 734-478-9703

Address 454 S. Harvey Street City Plymouth State MI Zip 48170

Event Name P-CCS 3rd Annual Mental Health & Wellness Fair

Event Purpose Provide mental health awareness and resources for families and the community

Event Date(s) Saturday, April 27, 2024

Event Times 10:00 am - 2:00 p.m.

Event Location The Gathering & Kellogg Park

What Kind Of Activities? Expo Style Event - tables and demonstrations

What is the Highest Number of People You Expect in Attendance at Any One Time? 400

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

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)
The Gathering will be used for Mental Health exhibits and tables, local mental health agencies and community wellness businesses. Demonstrations and speakers on stage, mental health & wellness canopies outside gathering area, Yoga/Zumba, etc. in Park. Local police, fire, resource interactive tables.

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

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

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

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

last Saturday in April 2024

Next year's specific dates:

April 27, 2024

See section 12.13 for license & insurance requirements for vendors

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

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

none

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

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

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

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

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

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

YES NO

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

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

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

9/29/2023

Date



Signature of Sponsoring Organization's Agent

Deborah J. Piesz

Chief Finance & Operations Officer

Plymouth-Canton Community Schools

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

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

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

Piesz
9/29/23

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

Signature *Deborah J. Piesz*
Deborah J. Piesz, CFOO P-CCS

Date 9/29/2023

Witness _____

Date 9/29/2023

CERTIFICATE OF INSURANCE

Producer SET SEG 1520 Earl Ave East Lansing, MI 48823	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
---	---

COMPANIES AFFORDING COVERAGE

Insured Plymouth Canton Community Schools 454 South Harvey Street Plymouth, MI 48170	A MASB-SEG Property/Casualty Pool, Inc.
--	--

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury	PC-0000038	8/1/23	7/1/24	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">BI & PD COMBINED OCCURRENCE</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>BI & PD COMBINED AGGREGATE</td> <td style="text-align: right;">\$3,000,000</td> </tr> <tr> <td>PERSONAL INJURY OCCURRENCE</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>PERSONAL INJURY AGGREGATE</td> <td style="text-align: right;">\$3,000,000</td> </tr> </table>	BI & PD COMBINED OCCURRENCE	\$1,000,000	BI & PD COMBINED AGGREGATE	\$3,000,000	PERSONAL INJURY OCCURRENCE	\$1,000,000	PERSONAL INJURY AGGREGATE	\$3,000,000
BI & PD COMBINED OCCURRENCE	\$1,000,000												
BI & PD COMBINED AGGREGATE	\$3,000,000												
PERSONAL INJURY OCCURRENCE	\$1,000,000												
PERSONAL INJURY AGGREGATE	\$3,000,000												

DESCRIPTION City of Plymouth, its employees, staff, administration, agents, and representatives are hereby added as additional insured for liability but only as respects to the activities performed by or on behalf of the named Insured as it represents the Districts' use of facilities for the Mental Health Fair on April 27th, 2024.

CERTIFICATE HOLDER City of Plymouth 201 South Main Street Plymouth, MI 48170	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
---	---

AUTHORIZED REPRESENTATIVE

Katie Lehman

Katie Lehman
 PROPERTY/CASUALTY DEPARTMENT

Date 09/29/2023

Mental Health + Wellness Fair
4-27-24

EVENT REVIEW FORM

MUNICIPAL SERVICES:	<u>Approved</u>	Denied	(list reason for denial)	Initial	CP
BANDSHELL SET UP / TEARDOWN 1 FTE DURING EVENT					
\$250 Bathroom Cleaning Fee Per Day of Event? <u>YES</u> NO					
Labor Costs:	\$ 1,500	Equipment Costs:	\$ 400	Materials Costs	\$
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial	Jec
1 - OFFICER FOR 4 HRS					
Labor Costs \$		Equipment Costs \$	304-	Materials Costs \$	
FIRE:	<u>Approved</u>	Denied	(list reason for denial)	Initial	MS
NO SERVICES NEEDED					
Labor Costs \$	0	Equipment Costs \$		Materials Costs \$	
HVA:	Approved	Denied	(list reason for denial)	Initial	
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial	SBL
Labor Costs \$	0	Equipment Costs \$		Materials Costs \$	
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial	MB
Class I - Low Hazard	Need Cert of Insurance and Indemnification page ^{completed &} signed				
Class II - Moderate Hazard					
Class III - High Hazard					
Class IV - Severe Hazard					

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

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

APPROVED _____ NOT APPROVED _____ DATE _____



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: *S:\Manager\Sincock Files\Memorandum - Outdoor Dining Area Policy 2024 - 2028 - 10-16-23.docx*
Date: October 12, 2023
RE: Outdoor Dining on Public Property 2024 - 2028

Background

The outdoor dining in the downtown and the Old Village has been very popular, and it has gone through several changes over the years, especially during COVID. The restaurant owners have requested a consistent policy that will be in effect for a period of years, as this will allow them to make investments in new furniture, fencing, flower planters, and so on.

The City Commission has been very concerned about the walkability of the commercial districts. As you know, we currently have an inconsistent walking path through the dining areas, mainly because we have two policies that are in play for the summer of 2023. Previously, the City Commission had indicated that it was important to keep a pathway clear directly in front of the buildings. The Commission has met in small groups to do a "walkabout" to personally view and measure different spacing options. In addition, Commissioners have discussed this issue in a one-on-one format to try and develop some consensus around some of the issues related to pricing, sizing, mass, locations and more.

The policy for 2024 and beyond was first reviewed by the DDA Board in July of this year and brought before the City Commission on July 17th. The item was tabled, and additional discussion took place prior to the August 7th meeting of the City Commission. At that meeting, the City Commission discussed the proposed policy and various friendly amendments and ultimately voted it down. By delaying action on this matter, the City Commission has again allowed time for restaurant owners, residents and building owners to contact Commissioners with input and suggestions and several of these conversations have taken place since August 7th.

As a part of our mix of outdoor dining, some establishments are using a combination of private and public property, some use private property only, while others use just public property. Further, we have some establishments that have spent 10's of thousands of dollars developing new patio structures to meet ADA requirements and to use the parking spaces. Others have NOT expended money developing new patios as the city has provided them with a bump out in the street to use or they are using 100% of

city sidewalk property for their patio area. Earlier this year the City Commission did look at the possibility of removing the bump outs and replacing them with either parking or new bump outs. The City Commission decided not to move forward with plans for removal or replacement bump outs and ended up leaving the existing bump outs.

Outdoor dining and the availability of parking are two things that are in conflict as the topic is discussed. The City Commission has allowed over 5,000 square feet of patios on public property, without the requirement of any additional parking. Meanwhile, there are those establishments which added patio space on private property, but also had to pay to add parking.

Keeping all these things in balance is the challenge that the City Commission faces when adopting a formal policy that will be in place for several years. The multi-year policy is something that has been requested by the restaurant owners. We also must remember that the outdoor dining space is meant to supplement, not replace indoor dining. We must also remember that while the patios are important to the energy and vibe of our downtown, they are also using public property for private economic gain.

The cost of leasing public property seems to be perhaps the biggest issue with the restaurant owners. Currently, use of the street results in one-time \$1.50 per square foot cost for the entire season. We note that the space would be available from April 1 to October 31, or approximately 214 days. The restaurant owners have told us that due to weather conditions (*too cold, too hot, rain, too sunny, etc.*) the patios are only able to be used for 90 days. If we review Sean O'Callaghan's, we find that at the current rate the total rental fee would be \$787.50 for the season or \$8.75 per day (*based on 90 days of use*) for the 525 square feet and multiple parking spaces that they are using. We have attached a chart showing all the alcohol establishment's annual lease costs, cost per day using the 90 days of use example, and the cost per square foot per day, again based on 90 days of use.

The City Commission will remember that the U.S. Department of Justice had sent a letter to the city in late summer of 2021 reminding us that all restaurants must ensure that ALL (*indoor & outdoor*) dining areas and routes to the dining area are clear and accessible. We have attached the letter from the Justice Department for your reference.

The current (*2023*) on street patios have provided a consistent look that is certainly a step or two above where we have been during covid with patio dining appearance. This look is a result of the collaborative work of the City Commission and the restaurant owners, who have worked on the current on-street designs. We would anticipate that the City Commission would expect all outdoor dining establishments to meet the new design standards (*i.e., Sean O'Callahan's*) in 2024 and beyond.

Recommendation

This is a policy of the City Commission, and they have invested a tremendous amount of time into the proposal as it has changed multiple times since 2019. Again, attached is a copy of the policy that is

currently being proposed. This policy has been reviewed by the City Attorney as well as the City's insurance carrier.

A lot of time and effort has gone into this proposal, and we should give special recognition to Chris Porman, and John Buzuvis, with help from Sam Plymale in developing several drafts of the policy.

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



Department of Municipal Services

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

Date: October 10, 2023
To: Paul J. Sincock, City Manager
From: Chris S. Porman, Director of Municipal Services
John Buzuvis, Economic Development Director
Re: 2024 Outdoor Dining Area Program

Background

The City Commission had directed the City Administration to make updates, changes, etc. to the Outdoor Dining Area Program for the 2024 season. Elements such as sidewalk spacing and moving outdoor dining areas off the building were incorporated as directed by the City Commission. A draft of the policy was presented to the Downtown Development Authority (DDA) at their July 2023 meeting. The DDA provided comments to the City Commission and the issue was brought forward at the City Commission meeting on July 17th. The item was tabled, and additional discussion was held, related to cost and the sidewalk spacing elements. At the August 7th City Commission meeting, the City Commission voted on and ultimately, rejected friendly amendments to the policy. More discussion took place and the City Commission directed the City Administration to update the draft policy to include the following elements: seven (7') spacing from the building to the beginning of the outdoor dining area, \$2.50 per square foot pricing for 2024, increase the pricing by annual rate of inflation or 3% whichever is less), and a five (5) year commitment from the city to continue outdoor dining.

Recommendation

The attached policy is reflective of the comments and direction provided by the City Commission with respect to the cost, spacing on sidewalks and a five-year commitment. We would recommend the City Commission adopt the policy so the City Administration can begin to update the forms, rules, regulations, etc. for the 2024 year and beyond.

If there are any questions, please feel free to contact us.



U.S. Department of Justice

United States Attorney's Office
Eastern District of Michigan

Susan K. DeClercq
Assistant United States Attorney

211 W. Fort Street, Suite 2001
Detroit, Michigan 48226
Telephone: (313) 226-9100
Facsimile: (313) 226-3271
E-Mail: susan.declercq@usdoj.gov

August 13, 2021

Re: Americans with Disabilities Act Obligations for Outdoor Dining Areas

Dear Municipal Colleague:

We are aware that in response to COVID-19 pandemic restrictions, many local municipalities have allowed restaurants to expand their outdoor dining spaces onto streets, sidewalks, and parking lots. We are writing today to simply remind municipalities and any restaurant within your jurisdiction that the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§12101 *et seq.*, applies to all restaurant dining spaces, including outdoor areas.

Under the ADA, restaurants must ensure that all dining areas and routes to such areas are accessible. A portable ramp can be used to create an accessible path of travel from the restaurant building/sidewalk to the outdoor dining area if an outdoor dining space is placed in the street below curb level. Indoor and outdoor seating must include tables that are accessible to a person using a wheelchair, and tables must be arranged far enough apart so that a person using a wheelchair can maneuver around them while other diners are seated.

In addition, municipalities, who often must approve the use or expansion of outdoor dining, must ensure that outdoor dining areas do not obstruct the accessible path of travel on sidewalks. Specifically, outdoor dining spaces must not block access or reduce the width of nearby sidewalks to less than 36 inches. Additionally, outdoor dining spaces should not reduce the availability of accessible parking spaces in streets and parking lots.

We encourage you to consider and discuss the obligations of the ADA with any restaurant within your jurisdiction that seeks to create or expand an outdoor dining area. The U.S. Attorney's Office for the Eastern District of Michigan is committed to enforcing the Americans with Disabilities Act. This letter summarizes only a few of the ADA's requirements. Additional useful technical assistance on the ADA's requirements, including a detailed discussion of the ADA's requirements applicable to state and local governmental entities and public accommodations, such as restaurants, can be found at www.ada.gov.

Please contact us on the U.S. Attorney's Office Civil Rights Hotline, (313) 226-9151, if you have any questions or concerns. We hope that the warmer weather allows all diners in the Eastern District of Michigan to safely enjoy good food and friends at their favorite local restaurants.

Very truly yours,

SAIMA S. MOHSIN
Acting United States Attorney

A handwritten signature in black ink, appearing to read "Susan DeClerc". The signature is fluid and cursive, with a long horizontal stroke at the end.

SUSAN K. DeCLERCQ
Assistant U.S. Attorney
Civil Rights Unit, Chief

Annual and Daily Cost for Outdoor Dining by Price Point

COST PER YEAR FOR ENTIRE SEASON (April through November - 7 months - 214 days)						
Restaurant	Outdoor Dining Square Footage	Annual Cost @ \$1.50/SF	Annual Cost @ \$2.00/SF	Annual Cost @ \$2.50/SF	Annual Cost @ \$3.00/SF	Annual Cost @ \$3.00/SF
Barrio	600	\$900.00	\$1,200.00	\$1,500.00	\$1,800.00	\$1,800.00
Bigalora/Arbor Brewing	510	\$765.00	\$1,020.00	\$1,275.00	\$1,530.00	\$1,530.00
Compari's, Sardine Room, Fiamma	1788	\$2,682.00	\$3,576.00	\$4,470.00	\$5,364.00	\$5,364.00
Ironwood Grill	804	\$1,206.00	\$1,608.00	\$2,010.00	\$2,412.00	\$2,412.00
Park Place Gastro Pub	480	\$720.00	\$960.00	\$1,200.00	\$1,440.00	\$1,440.00
Penn Grill	429	\$643.50	\$858.00	\$1,072.50	\$1,287.00	\$1,287.00
Pizza e Vino	500	\$750.00	\$1,000.00	\$1,250.00	\$1,500.00	\$1,500.00
Sean O'Callaghan's	525	\$787.50	\$1,050.00	\$1,312.50	\$1,575.00	\$1,575.00

COST PER DAY FOR 90 DAYS (utilizing 42% of permitted days)						
Restaurant	Outdoor Dining Square Footage	Daily Cost for 90 Days @ \$1.50/SF	Daily Cost for 90 Days @ \$2.00/SF	Daily Cost for 90 Days @ \$2.50/SF	Daily Cost for 90 Days @ \$3.00/SF	Daily Cost for 90 Days @ \$3.00/SF
Barrio	600	\$10.00	\$13.33	\$16.67	\$20.00	\$20.00
Bigalora/Arbor Brewing	510	\$8.50	\$11.33	\$14.17	\$17.00	\$17.00
Compari's, Sardine Room, Fiamma	1788	\$29.80	\$39.73	\$49.67	\$59.60	\$59.60
Ironwood Grill	804	\$13.40	\$17.87	\$22.33	\$26.80	\$26.80
Park Place Gastro Pub	480	\$8.00	\$10.66	\$13.33	\$16.00	\$16.00
Penn Grill	429	\$7.15	\$9.53	\$11.92	\$14.30	\$14.30
Pizza e Vino	500	\$8.33	\$11.11	\$13.89	\$16.67	\$16.67
Sean O'Callaghan's	525	\$8.75	\$11.66	\$14.58	\$17.50	\$17.50

COST PER DAY PER SQUARE FOOT FOR 90 DAYS (utilizing 42% of permitted days)						
Restaurant	Outdoor Dining Square Footage	Daily Cost per Square Foot @ \$1.50/SF	Daily Cost per Square Foot @ \$2.00/SF	Daily Cost per Square Foot @ \$2.50/SF	Daily Cost per Square Foot @ \$3.00/SF	Daily Cost per Square Foot @ \$3.00/SF
Barrio	600	1.6 cents	2.2 cents	3 cents	3.3 cents	3.3 cents
Bigalora/Arbor Brewing	510	1.6 cents	2.2 cents	3 cents	3.3 cents	3.3 cents
Compari's, Sardine Room, Fiamma	1788	1.6 cents	2.2 cents	3 cents	3.3 cents	3.3 cents
Ironwood Grill	804	1.6 cents	2.2 cents	3 cents	3.3 cents	3.3 cents
Park Place Gastro Pub	480	1.6 cents	2.2 cents	3 cents	3.3 cents	3.3 cents
Penn Grill	429	1.6 cents	2.2 cents	3 cents	3.3 cents	3.3 cents
Pizza e Vino	500	1.6 cents	2.2 cents	3 cents	3.3 cents	3.3 cents
Sean O'Callaghan's	525	1.6 cents	2.2 cents	3 cents	3.3 cents	3.3 cents

City of Plymouth Outdoor Dining Area Policy 2024-2028

Revised and adopted by the City Commission on _____

History of Outdoor Dining Area(s)

On Monday, May 18, 2020, the Plymouth City Commission passed a resolution authorizing City Administration to make additional public space available for use by dining establishments to expand their service area within the scope of the rules and regulations of the State of Michigan. In addition, the resolution designates public spaces in front of or on the side of a business as space available for use; this would include parking spaces.

In 2021, the City of Plymouth, once again, allowed dining establishments the ability to use public spaces adjacent to their business, including parking spaces for patio extensions.

In 2022, the City of Plymouth updated the program to reflect the changes in health orders, restrictions, etc. for the 2022 season. The city took feedback from the businesses in its creation of the 2022 City of Plymouth Patio Extension Program.

At the August 15, 2022, City Commission meeting, the City Commission authorized the extension of the 2022 program through the 2023 patio season. While the City of Plymouth continues its discussions on potential long term “parklets,” one idea that has been discussed by the business community related to outdoor dining and patio extensions is that of dining platforms.

Fees and Permits

1. All proposed Outdoor Dining Area(s) owners/operators shall submit an annual application depicting the location and layout of the outdoor dining area to the Community Development Department for approval. Approval of the application shall be subject to compliance with this policy and all applicable building codes.
2. Fees for Outdoor Dining Area(s) shall consist of an application fee and a fee based on the square footage of area used for the outdoor dining area, fees shall be determined by resolution of the City Commission.
3. Before receiving an Outdoor Dining Area permit, the applicant shall pay all required fees.
4. Prior to issuance of an Outdoor Dining Area permit, the City’s finance department shall verify that there are no outstanding fees owed to the City by the person or entity requesting an Outdoor Dining Area permit. An Outdoor Dining Area permit will not be issued until all outstanding debts to the City of Plymouth are paid in full.
5. It is the responsibility of the owner to maintain adherence to federal (including ADA requirements), state (including Michigan Liquor Control Commission), and local regulations. The city will not accept responsibility for any damage whether direct or implied because of the construction, installation, or operation of the outdoor dining platforms.

6. All outdoor dining area operations shall indemnify and hold the City free, clear, and harmless from any and all claims arising out of the operation of the outdoor dining area. The City shall be added as a named insured on the application/operator's general liability insurance policy and provide the City with a copy of the certificate of insurance. The operator shall carry insurance in the amount of \$1,000,000 per person, per incident, for general and product liability and have umbrella coverage in the amount of \$1,000,000.
7. The City shall have the right to prohibit the operation of an outdoor dining area because of anticipated or actual problems or conflicts in the use of the business. Some problems may arise from, but are not limited to, festivals and similar events, parades, or repairs to the street, sidewalk, or utilities within the public right of way. To the maximum extent possible, the outdoor dining area owner will be given prior written notice of any time period during which the operation of the outdoor dining area may be impacted.

Construction

1. To provide the most flexibility and provide options for the food servicing establishments, the outdoor dining platform may be purchased as a kit from a vendor or constructed using raw materials so long as either option conforms to the guidelines listed below. This section does not attempt to address each and every option available but provides reasonable framework for the establishment to reference while planning and submitting the plan to the city for consideration and approval.
2. The dining platform structure must be constructed of quality materials, such as pressure treated wood, or wood composite, vinyl, metal, etc. The floor of the dining platform must be constructed out of a composite material or wood (such as Ipe) in a neutral color such as brown or grey and reflect the characteristics of the restaurant or food establishment. The floor may also be constructed out of stone or tile in the same neutral colors as exemplified above.
3. Dining platform railings must be constructed of a rigid material (wrought iron, cast aluminum, steel, stained/painted wood, composite, etc.) and be black or neutral; and not solid walls (unless it is a piece designed to hold plantings). Rails must meet specifications as defined by the MLCC for liquor serving establishments and any pertinent building codes; this would include height requirements. Rails must be attached securely to the platform and cannot be loose standing.
4. Dining furniture must be consistent with the quality and character of commonly found outdoor dining area furniture. It must be durable and weather resistant.
5. Umbrellas must be constructed of canvas/synthetic canvas material and be aesthetically compatible with the color scheme of the front building façade and contain no logo or advertising. Umbrellas when open shall be fully contained within the dining platform area and shall not hang over into any traffic lane and/or sidewalk area.
6. A pergola may be constructed as part of the outdoor dining area. The materials for the pergola must be consistent with the materials for the construction of the outdoor dining area. The maximum height of the pergola measured from the top of the platform to the top of the pergola shall not exceed nine feet (9').

7. Lighting in the style of tabletop or accessory lighting such as “string lights” will be allowed on the outdoor dining platform.
8. Each outdoor dining platform shall contain a form of planter with live planting(s) maintained through the patio season (October 31). Planters with live plantings can be incorporated into the wall structure of the patio or be added on/hanging to the railing. Pots or other containers must blend into the planting areas and not simply have a stand-alone pot placed inside a piece of wall structure. Planting areas must account for 25% of the perimeter measurement of the patio area. For example, if the perimeter of the outdoor dining area measures 100’, the planters must account for 25’. Please note that in the event the planters are hanging on the railing, the spacing will be measured from the edge of the planter to the nearest obstruction where applicable.
9. The outdoor dining areas may be installed during the month of March to allow for inspection by the MLCC; however, they may not be in use for patrons until April.

Outdoor Dining Area Location and Placement

A dining platform is an option available to food serving establishments with the following conditions:

1. A dining platform is an option for outdoor dining areas and is defined as a platform operated by an existing restaurant, bar, or other food serving establishment which sells food and beverage for immediate consumption, located on the adjacent parking space(s), alleys, streets, or other public property areas, for patrons and other persons, subject to design guidelines.
2. The dining platform must only be accessible from the sidewalk area and not from the street. The platform area shall use readily removable tables, chairs, umbrellas, railings, and planters. The perimeter must be secured by a railing and open to the air, except for any coverage provided by umbrellas or pergolas.
3. Outdoor dining area facilities may extend in front of adjacent businesses if written consent is obtained, annually, from the affected adjacent property owners. If the parking space in front of the applicant’s frontage exceeds the width of the building, the applicant may request the use of the entire parking space.
4. The outdoor dining area may not encroach upon the area(s) that transition between the parking space(s) and the crosswalks, so as to not negatively impact sight lines for crosswalks and/or Rectangular Rapid Flashing Beacons or other crosswalk elements. This is typically the area where the curb transitions from parallel to the roadway to a diagonal that leads toward the crosswalk. **In addition, this area also extends from the roadway across the sidewalk to the building and may not be encroached upon by an outdoor dining area. This is designed to allow more walkability in and near the crosswalks.**
5. An inspection of all outdoor dining area(s) by the Community Development Department is required before opening the premises for use.
6. Minimum clearances from the building to the outdoor dining area must be maintained during the patio season. They can be found in the table below:

Street	Boundary	Min. Distance from Bldg. to Dining Area
Ann Arbor Trail	Main St. to Union/Deer St.	6 Feet
Ann Arbor Trail	Main St. to Harvey St.	6 Feet



Forest Ave	Ann Arbor Trail to Wing St.	6 Feet	
Main St.	Penniman to Ann Arbor Trail	7 Feet	
Penniman	Main St. to Harvey St.	6 Feet	
Starkweather	Farmer to train tracks	6 Feet	

In the event that the food service establishment owns, leases, rents, etc. the building that has private sidewalk of no less than 18" that adjoins the city sidewalk, said food service establishment will be allowed to install outdoor dining area continuous from their private property sidewalk to include city sidewalk near the building and not be required to move the outdoor dining area away from the building. The minimum distance requirement would then be in effect as a measurement from the back of the curb to the beginning of their outdoor dining area.

7. The dining platform must leave no less than a two-foot (2') clearance offset on each end contained within the footprint of the designated parking spaces being used for the patio extension from adjacent parking spaces. A two-foot (2') clearance offset will apply to the side that faces the traffic.
8. A sidewalk only outdoor dining area must leave no less than a one- and one-half foot (1 ½') clearance from the top of the curb to the beginning of the outdoor dining area to allow for the opening of a car door.
9. The dining platform must be flush with the sidewalk or top of curb level if only using the on-street area for the platform option. There may be no more than a ½ inch horizontal space between the curb/sidewalk and the edge of the dining platform.
10. The outdoor dining area may be built in a continuous fashion that combines sidewalk and on street areas. The platform must provide a flat surface and match the slope of the existing street or 2%, whichever is less.
11. The dining platform shall not interfere with any public service facility or utility, such as telephone pole, light pole, traffic signal, tree, planter, mailbox, sign pole, mailbox, bench, planter, fire hydrant, etc. These elements may be incorporated into the design element of the platform as they are permanent fixtures in the city but will not be removed or relocated.
12. The dining platform must be designed and constructed in such a way to allow for the flow of storm water to run adjacent to the curb unobstructed.
13. The dining platform cannot be anchored into the street or existing curb.

The maximum number of outdoor dining seats in an outdoor dining area will be determined by a formula: The square footage divided by 8.5. For example: If the patio is 200-square-feet, divided by 8.5, the maximum number of seats is 24.

Operation and Maintenance

1. The maintenance of the dining platform shall be the responsibility of the business owner including, but not limited to surface treatment and cleaning, litter control, rodent control, sweeping, and snow & ice removal. The sidewalk and public property shall be kept neat and clean and free from any substance that may cause damage to the sidewalk or public property (including parking spaces) or cause pedestrian injury.
2. Dining platforms must remain clear of litter, food scraps, and soiled dishes at all times. This includes areas on, around, next to, or underneath the platform. In addition, the outdoor dining area must remain clear of plates, cups, utensils, accoutrements, etc. when the outdoor dining platform is outside regular business hours. Chairs, tables, umbrellas, etc. must be kept contained and secured in the outdoor dining area and organized within reason at the end of each service day.
3. All alcoholic beverages to be served in an outdoor dining area shall be prepared within the existing restaurant, and alcoholic beverages shall only be served to patrons seated at tables. The operator of the outdoor dining area shall take all necessary action to procure the appropriate license(s) or permit(s) from the MLCC to serve alcoholic beverages on the dining platform and shall comply with all other laws and ordinances concerning the serving of alcoholic beverages in the state of Michigan.
4. The exterior of the premises shall be kept in a clean, orderly, and maintained condition. Sidewalks shall be cleaned daily with water by the outdoor dining area operator to prevent buildup of dirt and grease. Each establishment with an outdoor dining area must sweep the frontage sidewalk clear of cigarette butts and garbage during hours of operation and following the closure of the outdoor dining area for the evening. No remnants of cigarette butts or trash will be visible outside the establishment after closing.
5. Containers for cigarette butts must be made available to patrons outside each establishment with an outdoor dining area. The containers, free standing or attached to private property, must be located directly adjacent to the establishment, and meet the standards and be approved by the Downtown Development Authority staff. No unauthorized containers, coffee cans or other receptacles are allowed.
6. Outdoor dining areas shall be permitted to operate for the period of April 1 to November 1 only and may be used only during operation hours of the applying establishment. Installation of the outdoor dining areas are allowed, contingent upon city approval, during the month of March to allow for pertinent inspections prior to service beginning in April.
7. For liquor serving establishments, security cameras must be mounted on private property to give adequate coverage of the outdoor dining area. The specifications are attached and can be changed as technology changes. All cameras must have the approval of the Police Chief before being installed. That includes both the number of cameras needed and the specifications of the cameras to be installed. Each day's video recording must be saved for at least seven days. Upon request, establishments must make video available to the Police Department for investigations within 48 hours of the request. Failure to do so WILL result in immediate suspension of the outdoor dining area, AND revocation of the Outdoor Dining Area permit for the remainder of the season.
8. Outdoor dining areas shall be allowed to continue service until 11:00 pm, Sunday through Wednesday, and be closed and clear at 11:30 pm. Outdoor dining areas shall be allowed to continue service until 12:00am (Midnight) on Thursday, Friday and Saturday and be closed and clear at 12:30am.

9. All food preparation shall be performed inside the premises.
10. Establishments with an outdoor dining area are only allowed to store and secure the number of seats allowed per establishment, tables, and propane heaters each night. At the end of business, tables and chairs can be stacked against the wall, left standing in place or stored inside the establishment. Additional property, not limited to but including chairs, tables, cleaning materials, are not allowed to be stored outside during or after outdoor dining hours.
11. Each establishment with an outdoor dining area on city property must have a 36-inch high by 24-inch-wide sign attached to the fencing and/or the entrance of the outdoor dining area, noticeable to all patrons that reads:
 - “Local City & State Ordinances for Outdoor Public Seating
 1. No smoking in the patio
 2. All patrons must be seated in the patio
 3. No pets allowed on the inside of the patio
 4. All alcohol must be brought across the sidewalk by an (establishment name) employee
 - City Ordinances Pertaining to Hours of Operation
 - Sunday-Wednesday
 - The last call will be at 11 p.m. and all patrons must be inside by 11:30 p.m.
 - Thursday-Saturday
 - Last call will be at 12 a.m. and all patrons must be inside by 12:30 a.m.”
12. Outdoor dining areas shall abide by the City’s Noise Ordinance.

General Regulations

1. Failure to comply with all state, county and municipal laws and this policy shall result in the immediate revocation of the outdoor dining area by the city.
2. All denials of applications and revocations of said authority to operate may be appealed to the City Commission, whose decision is final. (Note: The use of public right of way is subject solely to the control of the City Commission.)
3. Appeals of revocations shall stay further proceedings and the applicant shall be permitted to continue the outdoor dining area operation pending a decision by the City Commission. Provided, if a violation poses an immediate danger to the public’s health, safety, or general welfare, the City Manager or his designee may order the suspension of all outdoor dining area operations pending a hearing and the applicant shall cease carrying on such activities pending such hearing.
4. All applicants, prior to being issued an Outdoor Dining Area permit, shall enter into a written contract whereby the City shall “permit” the operation and the owner/applicant shall acknowledge the conditions and the City’s authority to revoke the permit upon failure to comply with any of the conditions set forth herein.

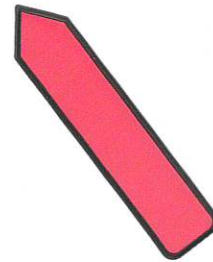
Security System Requirements (Liquor Serving Establishments)

Specifications:

1. Storage capacity must be capable of storing seven (7) days of captured video footage.
2. The system must have the ability to transfer data to an external drive/source.
3. All new camera installations must be of 4K resolution quality.
4. A camera’s night vision feature must be capable of capturing 100 feet out from the camera.

Fee Schedule

Application Fee:	\$500.00 per season
Application Fee:	\$250.00 per season non-liquor serving establishments with three or fewer tables.
Outdoor Dining Area Usage Fee:	\$2.50 per square foot per season for 2024. In subsequent years, the cost will increase by the annual rate of inflation or 3%, whichever is less.



RESOLUTION

The following Resolution was offered by _____ and seconded by _____

WHEREAS Outdoor dining has helped to maintain the public welfare and community during the Recent pandemic and now that the pandemic emergency is over the City Commission In interested in establishing a longer-term policy which will continue to allow Outdoor dining in our commercial districts, and

WHEREAS The City Commission is aware that there are those establishments who use public Property for the expansion of outdoor dining, while others use a combination of Public and private property, and still others use only private property for outdoor dining, and

WHEREAS Restaurant owners have requested that the city adopt a policy that will allow them to Know what the policy will be well in advance of the 2024 season and beyond, and

WHEREAS The City Commission has reviewed the attached policy, received input from the Downtown Development Authority, restaurant owners, city residents, and non-resident users of The outdoor dining spaces.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby adopt the Outdoor Dining Area Policy for 2024 – 2028.

BE IT FURTHER RESOLVED THAT the City Clerk shall make a copy of the final adopted policy as a part of the meeting minutes of this City Commission meeting.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Payment in Lieu of Parking - Highline Spirits - 10-16-23.docx
Date: October 9, 2023
RE: Payment in Lieu of Parking Agreement – Highline Spirits

Background

The City Commission is aware that the ownership of the High Line Spirits/AW2 Investments would like to develop a tasting room at 330 S. Main. The ownership has presented their plans to the Historic District Commission and the Planning Commission, and they received approval from both bodies. One of the conditions of approval is that the developers seek additional parking through a program called Payment in Lieu of Parking. They will need a total value of six (6) parking spaces at \$10,000 per space (*per City Commission Policy 12-07-20*) or a total of \$60,000.

The next step in this process is that the Developer appear before the City Commission with their request to seek approval for a payment in-lieu of parking agreement in the amount of \$60,000.

In accordance with the Policy that was adopted by the City Commission on April 2, 2007, the Commission must consider the merits of the following to make a determination if the City Commission will accept payment in lieu of on-site parking. The items that must be considered are:

- 1) The contribution that the project will make to the commercial vitality for the community and the tax base for the B-2 Zoning District.
- 2) The ability of the city to provide the spaces within the B-2 pool of public parking in a manner which effectively meets the parking needs of the project without adversely affecting the parking needs of the existing developments.
- 3) The ability of the city to provide the spaces required by payments for new construction without adversely affecting the City's ability to provide parking spaces in the future.

The request of the developer to the City Commission is to seek approval for Payment In Lieu of Parking for six (6) spaces is in line with the approvals obtained by the Planning Commission. Using the criteria noted above it would seem that the development does contribute to the commercial vitality and tax base for the district; especially when compared to the currently empty space area.

Related to available parking, 66% of our residents indicated in the November 2021 Citizen Survey that they are satisfied with the locations of parking in the downtown. Further, 83% of the residents stated that the

city should continue to allow public parking to be used by restaurants as outdoor dining areas. One could extrapolate from the survey that our residents would be in favor of this expansion, despite the need for payment in-lieu of parking payments. Further, the peak periods for the use of public parking spaces needed by the future tasting room would typically be after normal office hours and public spaces used by office workers are more available after office hours.

The payments for the payment in-lieu of parking areas would be directed to the City's Parking Fund and would be dedicated to maintaining and purchasing public parking areas. As an example, funding from this Fund was used to assist with the purchase and improvement of the Saxton's property.

We have attached a memorandum from Economic Development Director John Buzuvis as well as a significant amount of background material on the Payment In Lieu of Parking program. The agreements are basically, the same agreements that we used for the developer of the real estate office building at Main and Ann Arbor Trail and most recently, the Post Local Bistro.

Recommendation

The City Administration recommends that the City Commission review the criteria to determine if they are willing to accept a payment in lieu of parking agreement. If yes, the City Commission should approve the Payment In-Lieu of Parking plan that has been presented by the ownership of Highline Spirits/AW2 Investments. This plan has gone through extensive review by both the Planning Commission and the Historic District Commission and has been approved by both bodies.

We have a proposed Resolution for the City Commission to consider regarding this matter. The proposed Resolution would approve the Developer's request for Payment in Lieu of Parking for a total of six (6) spaces. The cost of the spaces would be \$60,000. If the developer wants to "finance" the cost, we set the interest rate at 6% over five years. The Developer will not be able to open without the first Payment In Lieu of Parking. The funds will go into the designated Parking Fund and not into the General Fund.

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

MEMORANDUM

Date: October 9, 2023
To: Paul J. Sincock, City Manager
From: John Buzuvis, Economic Development Director 
Subject: Highline Spirits/AW2 Investments 330 S. Main St.-Payment-in-Lieu-of
Parking Agreement

Background: As you may be aware the Planning Commission approved, at their October 2022 meeting, a Special Land-Use and Site-Plan for Highline Spirits for a tasting room located at 330 S. Main St. in the space formerly occupied by Wiltse's Pharmacy. The Zoning Ordinance requires special land-use approval for the creation of or expansion of any liquor serving establishment in all business districts (B-1, B-2, and B-3). The space at 330 S. Main St. has an office above it (332 S. Main St.) that is part of the same building.

As part of the Special Land-Use/Site-Plan review process parking is considered. The 330/332 S. Main St. building has a total of 2.4 "parking credits" that were purchased in the 1980s and remain attributed to the building and the building was considered "parked" when the pharmacy was still occupying the ground floor. Due to the intensification of use resulting from the tasting room (bar/lounge) the building would require nine (9) parking spaces to meet current requirements and be considered fully parked. Crediting the 2.4 parking credits the building is still deficient by 6.6 parking spaces. The Planning Commission has the purview to reduce the number of parking spaces required at their discretion based on certain criteria including "shared parking/collective parking arrangements and/or peak/non-peak parking demand."

The Planning Commission had significant discussion related to the number of parking spaces required for the building and reviewed hours of operation for Highline Spirits as well as the office use. The Planning Commission conditioned their site-plan approval on the applicant providing payment-in-lieu-of parking for six (6) parking spaces not the calculated 6.6 with the reasoning that when the tasting room is the busiest the office upstairs will be closed.

The applicant has requested that the City Commission consider a payment-in-lieu-of-parking agreement as provided for in the ordinance. This provision was adopted into ordinance in 2007 as an option to reasonably accommodate development/redevelopment and provide funding for future parking improvements throughout downtown without encouraging the construction of small awkwardly placed parking areas.

Since adoption the option has been used three times for the 789 W. Ann Arbor Tr. (Keller Williams), The Ebenezer located on Fleet St., and the Post Bistro at 844 Penniman Ave. for a total of \$315,000 total payments in lieu of parking since 2007. All payment-in-lieu-of parking payments are deposited into the parking fund earmarked, per policy, for public parking improvement projects in the B-2 zoning district.

The Payment In Lieu of Parking Policy provides the City Commission the ability to accept payment in lieu of parking arrangements, at a rate of \$10,000 per space and may allow amortization for up to 10 (ten) years at 6% interest on any unpaid balances. As approved the Highline Spirit development team are required to provide six (6) parking spaces at a rate of \$10,000 each for a total payment in lieu of balance of \$60,000. The Highline Spirit development team has requested the \$60,000 payment-in-lieu-of be amortized over five (5) years. Should the City Commission accept payment in lieu of parking the administration would recommend amortizing the \$60,000 for no more than five years as proposed in the enclosed Promissory Note. Prior to this the longest amortization length was four (4) years for the 789 W. Ann Arbor Tr. building.

Enclosed is the Payment-in-Lieu-Of Parking agreement with Highline Spirits and AW2 LLC. for the provision of six (6) payment-in-lieu-of spots at the rate of \$10,000 each for a total payment of \$60,000. Also enclosed are a draft Promissory Note for the Corporation, Personal Guaranty by any principles of the organization and a Waiver of Jury Trial. These documents have been reviewed and approved by the City Attorney. Also, enclosed for your review is a floorplan for the tasting room, Planning Commission meeting minutes, the ordinance section related to payment in lieu of parking, the payment in lieu of parking policy and fee schedule as well as a sample resolution for the City Commission to consider.

Recommendation:

The Administration Recommends that the City Commission approve the enclosed Payment-in-Lieu-Of parking agreement and associated documents with Highline Spirits LLC. and AW2 Investments LLC. and its individual members, for six (6) parking spaces totaling \$60,000 payment in lieu of parking over a five (5) year period.

Please feel free to contact me should you have any questions in advance of the meeting.

Retail/Restaurant	1.2	1	1.2
Office	1.4	1.2	1

(modified from SmartCode)

For projects involving more than two land uses, the sharing factor shall be based upon the highest sharing factor of all land uses. A minimum floor area of at least twenty-five (25%) percent of the total building area for each shared land use shall be required in order to be eligible for a sharing factor.

PAYMENT IN LIEU OF ORD

e. In the interest of creating a viable central business district and to enhance the goal of separation of pedestrian and vehicular requirements, it is the goal of the City of Plymouth to encourage development of strategically located parking lots. These strategically located parking lots are developed largely out of public support to discourage the indiscriminate location or small dysfunctional parking spaces and the creation of a compatible and aesthetic arrangement of land uses. In keeping with this policy, the provision of off-street parking requirements as herein provided may be waived or modified by resolution of the city commission.

In lieu thereof, the city commission may determine that the number of spaces normally required at the time of erection, enlargement or change of use of any building or structure requiring off-street parking space pursuant to section 78-270(a)(10), may be provided in the form of lease payments, special assessments, or other forms of payment in lieu of parking according to policies established by resolution of the city commission. In establishing such policy, the city commission shall take into account the current inventory and future needs of B-2 parking, as well as the benefit to the private owners and to the public from such parking which would subsequently be provided by the city. In implementing such policy, the city commission shall assure that the future needs for parking in the B-2 shall be adequately met by such alternative fee arrangements in lieu of parking. Payments in lieu of parking requirements are non-refundable.

f. Requirements for off-street parking may be waived or modified as part of a planned unit development (PUD).

g. Parking within the B-2 zoning district shall comply with barrier free/accessible parking requirements of the State Construction Code.

h. Within the B-2 zoning district, a change of use or an intensification of land use which requires additional parking shall not be entitled to the non-conforming use status as provided in section 78-352 or section 78-353 and assumed parking exemptions. Such change of use shall be required to provide parking in accordance with this section.

(b) Off-street parking for other than residential use and other than those spaces accommodated by

PAYMENT IN LIEU OF PARKING POLICY AND FEE DETERMINATION

Adoption of Payment In Lieu of Parking Policy

There was discussion on the dollar amount charged per parking space. After discussion, the City Commission chose to amend the original proposed resolution from \$7,000 per parking space to \$10,000 per parking space.

RES. #2007-30

The following resolution was offered by Commissioner Loiselie and supported by Comm. Workman:

WHEREAS, under Section 78-270 of the City of Plymouth Zoning Ordinance, the City Commission may determine that the number of parking spaces normally required for the construction or expansion of any building within the B-2 zoning district, may be provided, in whole or in part, in the form of an amount of money paid to the City for a given number of parking spaces in lieu of physically providing such parking; and

WHEREAS, the City Commission will consider each request for the payment in lieu of parking on its own merits, and will consider whether to agree to accept payment or not on the basis of the following considerations:

The contribution that the project makes to the commercial vitality for the community and the tax base for the B-2 zoning district.

The ability of the City to provide the spaces within the B-2 pool of public parking in a manner which effectively meets the parking needs of the project without adversely affecting the parking needs of existing developments.

The ability of the City to provide the spaces required by payments for new construction without adversely affecting the City's ability to provide parking spaces in the future.

THEREFORE BE IT RESOLVED that the City Commission hereby allows the payment in lieu of parking to be financed over a period of up to ten years by construction agreement with an interest rate of six (6%) percent applied annually against the unpaid balance; monies received by the City shall only be used for public parking improvement projects within the B-2 zoning district; and

BE IT FURTHER RESOLVED that the payment for each parking space which the City Commission determines to accept is as follows:

Ten Thousand (\$10,000.00) per parking space as required in Section 28-270 of the City of Plymouth Zoning Ordinance.

ADOPTED BY CITY COMMISSION

APRIL 2, 2007



Plymouth Planning Commission
Regular Meeting Minutes
Wednesday, October 12, 2022 - 7:00 p.m.
Plymouth City Hall 201 S. Main

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

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

1. CALL TO ORDER

Chair Karen Sisolak called the meeting to order at 7:00 p.m.

Present: Chair Sisolak, Vice Chair Silvers, Commissioners Shannon Adams, Joe Hawthorne, Jennifer Mariucci, Kyle Medaugh, Hollie Saraswat, Eric Stalter

Excused: Commissioner Tim Joy

Also present: City Commissioner Kelly O'Donnell, Economic Development Director John Buzuvis, and Planning Consultant Sally Elmiger

2. CITIZENS COMMENTS

There were no citizen comments

3. APPROVAL OF MEETING MINUTES

Medaugh offered a motion, seconded by Saraswat, to approve the minutes for the September 14, 2022, meeting.

There was a roll call vote.

Yes: Medaugh, Saraswat, Silvers, Stalter, Sisolak

Abstain: Adams, Hawthorne, Mariucci

MOTION PASSED 5-0

4. APPROVAL OF THE AGENDA

Medaugh offered a motion, seconded by Adams, to approve the agenda for October 12, 2022.

There was a roll call vote.

Yes: Adams, Hawthorne, Mariucci, Medaugh, Saraswat, Silvers, Stalter, Sisolak

MOTION PASSED 8-0

5. COMMISSION COMMENTS

Silvers said the Zoning Board of Appeals expressed appreciation that the Planning Commission would be addressing the fence ordinance.

Saraswat said she noticed the walkways were dirty in the vicinity of outdoor dining establishments.

6. PUBLIC HEARINGS

a. SP22-06:330 S. Main, Special Land Use and Site Plan Review

Elmiger gave an overview of the project and referred to the Carlisle Wortman written report. Architect Caleb Marquardt answered the questions in the report, stating that the business, Highline Spirits, would operate from 10 a.m. to 11 p.m. daily. He presented a market study, as requested, and said that the business would not have a kitchen but would offer pre-packaged snacks and that customers would be allowed to bring in their own food and carryout from restaurants. He added that there would be no dancing or standing area.

Marquardt then asked the Planning Commission to reduce the parking requirement.

PUBLIC HEARING MTG MINUTES

Sisolak opened the public hearing at 7:18 p.m.

Pat O'Neill, 843 Penniman, said he welcomed new businesses, but that parking needs to be a main consideration. Andy Winnie, owner of the building at 330 S. Main, said his business occupies the space above Highline Spirits and that he seldom uses it, and therefore doesn't tax the parking system. He asked how the number of spaces needed was calculated and Elmiger explained the formula that led to a parking deficiency of 6.6 spaces.

Sisolak closed the public hearing at 7:25 p.m.

Commission Discussion

There was considerable discussion about the parking requirement and the need to apply the standard consistently. The applicants were asked if they would like to revise the special land use request and come back to the Planning Commission, and they stated they wanted to move forward.

Motion

Silvers offered a motion, seconded by Stalter to approve the special land use for 330 S. Main.

Finding of Fact

The project meets the master plan objectives.
The applicant has addressed all the outlying questions in the Carlisle Wortman report.

Conditions

The applicant must obtain all the required licensing and permits for alcohol sales.

There was a roll call vote.

Yes: Adams, Hawthorne, Mariucci, Medaugh, Saraswat, Silvers, Stalter, Sisolak
MOTION PASSED 8-0

Motion

Silvers offered a motion, seconded by Medaugh, to approve the site plan review for 330 S. Main.

Finding of Fact

The project conforms with the objectives of the master plan.

Conditions

The applicant is to work with administration on how trash will be handled and ensuring the signs conform to the ordinance.

The Historic District Commission must approve the signs.

The applicant is required to provide payment in lieu of parking for six spaces.

Discussion

It was suggested that a reason for requiring 6 spaces instead of the calculated 6.6 spaces be included in the motion. After a discussion about wording of the amendment, Silvers added the following amendment, which was accepted by Medaugh.

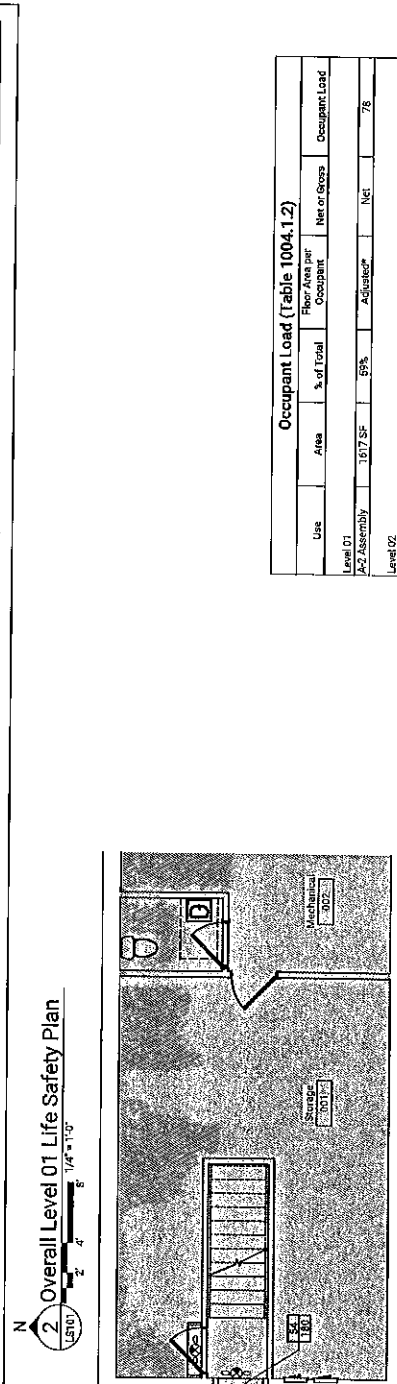
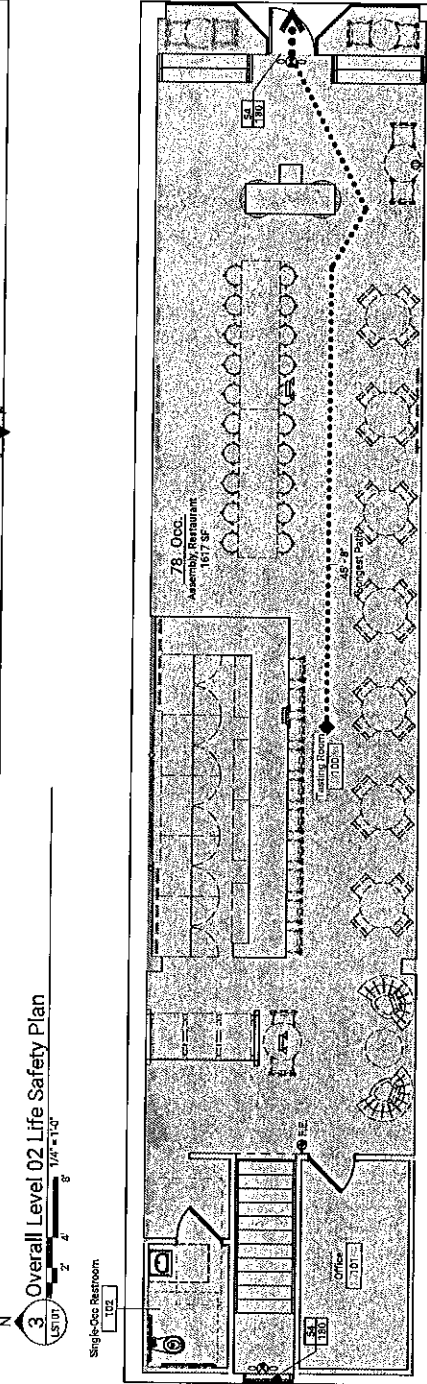
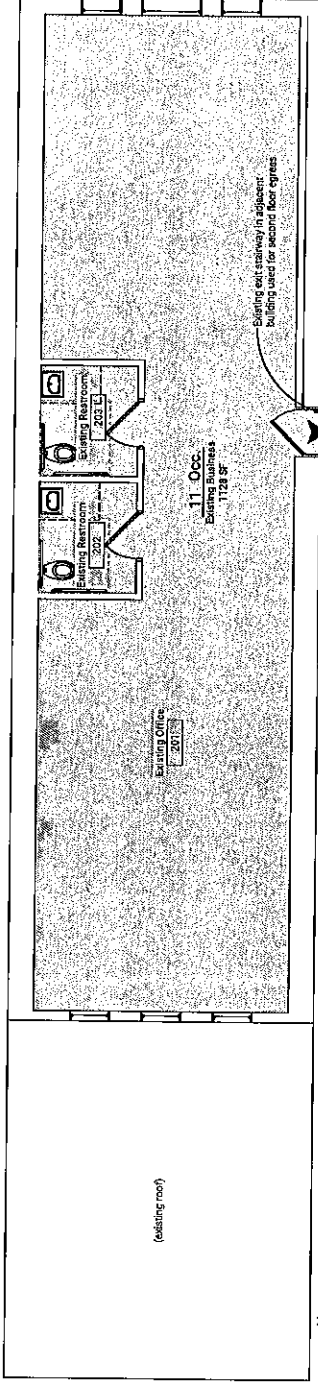
Amendment

The applicant is required to provide payment in lieu of parking for six spaces, not the calculated 6.6, because the expectation of this business is that the peak use will be in the evening when the office is not open at all.

There was a roll call vote.

Yes: Adams, Hawthorne, Mariucci, Medaugh, Saraswat, Silvers, Stalter, Sisolak
MOTION PASSED 8-0

HIGHLINE SPIRITS FLOOR PLAN



Applicable Codes and Life Safety Information Summary:

Building Code: 2015 Michigan Rehabilitation Code Alteration, Level III
 Mechanical Code: 2015 Michigan Mechanical Code
 Electrical Code: 2017 National Electrical Code (NEC)
 Plumbing Code: 2018 Michigan Plumbing Code
 Energy Code: 2015 Michigan Uniform Energy Code

Use Group: A-2 Assembly
 Occupancy Type: IIB
 Height Building: 2-Story, 27'-5"
 Area: 1717 SF
 Work Area: 1717 SF
 Fire Suppression: None
 Fire Alarm: Alarmed

Plumbing Fixtures Count Table

Total: 78 Total Male and Female Occupants (per Occupant Load Table)

Category	MPC 403.1	# Required	# Provided
Female (F)			
Water Closets	MPC 403.1	2	1*
Urinals	MPC 403.1	1	1*
Male (M)			
Water Closets	MPC 403.1	2	1*
Urinals	MPC 403.1	2	0
Urnals = 0.67 of Reg'd WC Max (MPC 419.2)			
Drinking Fountains per MPC 410.4			
Water Dispenser per MPC 410.4			
Service Sinks per MPC 403.1 (per level)		1	1

*Assumed exception: historic district restroom variance, single-occupant water room with lavatory to satisfy both Male and Female
 *Restrooms: Where restaurants provide drinking water in a container free of charge, drinking fountains shall not be required

Code Analysis Plan & Fire Safety Legend

Exit Access:
 - Exit Access: Travel Distance (Per 107)
 - Path of Exit Access
 - Exit Access

Dead End Corridor:
 - Dead End Corridor: Corridor length (Per 1020.4)
 - Line of corridor measurement

Exit Discharge:
 - Common path of egress travel end point (Per Table 1006.3.2(2))

Occupant Load:
 - Area Tab: Occupant Load for area indicated
 - Occupant Type: 150 SF
 - Area size (Square feet)

Life Safety Devices & Equipment:
 - Smoke Detector
 - Portable Fire Extinguisher (Class / ABC)
 - *Exit Sign / Rapid Entry System
 - Exit Sign & Exit Sign/Emergency Light Combo
 - 1-hour Fire Rated Assembly
 - 2-hour Fire Rated Assembly
 - 3-hour Fire Rated Assembly
 - Egress Load and Capacity

Occupant Load (Table 1004.1.2)

Use	Area	% of Total	Floor Area per Occupant	Net or Gross	Occupant Load
Level 01					
A-2 Assembly	1677 SF	89%	Adjuster	Net	78
Level 02					
Existing Business	1128 SF	21%	700	Gross	12
Grand Total	2805 SF	100%			

Registered per 2015 IBC 1004.1.2: Where approved by the building official, the actual number of occupants for whom egress is provided shall be based on the actual number of occupants for whom egress is provided through these means, rather than those determined by calculation, shall be permitted to be used in the determination of the design occupant load.

Scales listed are for 22x34 sheet size

STONE BUILDING SOLUTIONS
 777 E. Eisenhower Blvd. Suite 100
 Ann Arbor, MI 48106

City of Ann Arbor
 Department of Public Works
 330 S. Main, Plymouth, MI 48170

Permit Revision-01

Code Analysis Plan & Schedules

Highline Spirits Renovation

Project No: HLP22

Sheet No: LS101

Payment-In-Lieu-Of-Parking Documents

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____ 2023, by AW2 Investments, LLC a Michigan limited liability companies (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 330 S. Main St, 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 Sixty Thousand and no/100 (\$60,000.00) Dollars (the "Payment"). The Payment is in lieu of Property Owner providing the required six (6) 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: _____

AW2 Investments, LLC

By: _____

Andrew Winnie

Its: _____

Date: _____

Business Purpose
PROMISSORY NOTE

\$60,000

Plymouth, Michigan

Dated: _____, _____, 2023

TERMS

Principal Sum:	Sixty Thousand and no/100 (\$60,000) Dollars
Effective Interest Rate:	Six (6.0%) percent per annum
First Payment Date:	September _____, 2023
Second Payment Due Date:	September _____, 2024
Third Payment Due Date:	September _____, 2025
Fourth Payment Due Date:	September _____, 2026
Fifth Payment Due Date:	September _____, 2027

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 Andrew Winnie, 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"

AW2 Investments LLC

By: _____

Its: _____

Federal Tax I.D. No.: _____

GUARANTY AGREEMENT
(Individual)

THIS GUARANTY AGREEMENT ("Guaranty") is made _____, 2023, 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: Sixty Thousand Dollars and 00/100 (\$60,000) DOLLARS. (This is not necessarily the amount guaranteed. See "Obligations".)
- B. Name of Guarantor: Andrew Winnie (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: 47965 Merle Ct. Bellville, MI 48111
- D. Name of Guarantor: Christina M. Lower, (If more than one person or entity is a guarantor, their liability shall be joint, joint and several, and several).
- E. Guarantor's Mailing Address: 8482 Cedar Hills Dr. Dexter, MI 48130
- F. Name of Debtor: Andrew Winnie (If more than one person or entity is a guarantor, their liability shall be joint, joint and several, and several).
- G. Address of Debtor: 47965 Merle Ct. Bellville, MI 48111
- H. Name of Debtor: Christina M. Lower (If more than one person or entity is a guarantor, their liability shall be joint, joint and several, and several).
- I. Address of Debtor: 8482 Cedar Hills Dr., Dexter, 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 James R. Dales.

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"

Andrew Winnie

Christina M. Lower

Open.09992.80534.11195720-1

WRITTEN AUTHORITY FOR CONFESSING JUDGMENT

This Written Authority for Confessing Judgment (“Confession”) is made by Andrew Winnie, an individual (hereinafter collectively, “Guarantor”), AW2 Investments 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 Month __, 2023 (the “Agreement”), Debtor has delivered to City a promissory note (the “Note”) in the original principal amount of \$60,000 (Sixty 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”

Andrew Winnie

“DEBTOR”

AW2 Investments, LLC
47965 Merle Ct.
Belleville, MI 48111

By: Andrew Winnie
Its:

Sample Resolution

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 There is a new liquor serving establishment (Highline Spirits) located at 330 S. Main St., and

WHEREAS The development is required to provide six (6) additional parking spaces and the City Commission is willing to accept payment in lieu of providing parking at a rate of \$10,000 per space per the policy and fee schedule for a total of \$60,000, and

WHEREAS The City Commission is willing to accept the \$60,000 payment in lieu of parking in up to five annual installments at a rate of 6% interest annually for any outstanding balances per the policy,

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.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Construction Agreement CSX Transportation grant grade improvements - 10-16-23.docx
Date: October 6, 2023
RE: CSX Railroad Grant Construction Agreement

Background

The City Commission will recall that the City of Plymouth received grant authorization for repair and replacement of several CSX Railroad Grade Crossings in the City. This is a State Grant of One-Million Dollars that was arranged by Senator Rosemary Bayer for crossing improvements at Main Street, Farmer Street, Starkweather, Mill Street north (Old Village).

This is what is called a "pass through" grant as the State of Michigan cannot provide the grant directly to CSX Transportation but can provide the grant to the City of Plymouth who then has a contractual agreement with CSX Transportation. This grant is funded 100% by the State of Michigan and the City will have to process some paperwork and make payment to CSX Transportation. The nice thing about this grant is the State has already sent \$500,000 to the city.

There has been a lot of back and forth between CSX Transportation and the City related to the contract for services. It has taken us a significant amount of time to go from the "standard open ended cost contract" to an agreement that limits the City's exposure to the one-million-dollar state grant funding. Bob Marzano has spent a lot of time explaining the City's position on limiting our exposure to the grant amount and the proposed contract will hold both parties to those limits. In addition, Bob worked with CSX Transportation to eliminate the standard wording on insurance coverage that would have been required to be provided by the city for work done by CSX Transportation in their right of way.

Recommendation

The City Administration recommends that the City Commission authorize the Construction Agreement between the City and CSX Transportation. The contract will provide up to one-million dollars for improvements to the grade (street) crossings of CSX railroad tracks at Main Street, Farmer Street, Starkweather, and Mill Street North (Old Village).

If you have any questions regarding this matter, please feel free to contact either Bob Marzano or myself.

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of _____, 20__ by and between **CSX TRANSPORTATION, INC.**, a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and **CITY OF PLYMOUTH, MICHIGAN**, a body corporate and political subdivision of the State of Michigan (“**Agency**”).

EXPLANATORY STATEMENT

1. CSXT is willing to reconstruct, or to cause to be reconstructed, the crossing surfaces, where Main Street (DOT# 232216W), Farmer Street (DOT# 232217D), Starkweather Street (DOT# 234308R), and Mill Street (DOT# 234307J) cross CSXT tracks and right-of-way in the vicinity of CSXT’s Plymouth Subdivision Mileposts CC-82.45, CC-82.24, CH-24.49 and CH-24.42 respectively, as located in City of Plymouth, Wayne County, Michigan (the “**Project**”) with Agency reimbursing up to a maximum amount of \$1,000,000.00 from a grant from the State of Michigan (the “**Grant**”) toward the **Project**.
2. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations. CSXT acknowledges that Agency shall not incur any costs or expenses nor reimburse CSXT for any costs in excess of the Grant. In the event that the Grant funds are not sufficient to complete the Project, the Parties shall promptly gather and discuss alternative solutions.
3. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

- 1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared by CSXT or their respective contractors with such cost being a reimbursable Project expense. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT’s election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the “**Plans**”, and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement, if any, are set forth in Exhibit B to this Agreement.

- 1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.
 - 1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.
2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

- 2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.
- 2.2 RESERVED
- 2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; and (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than December 31, 2024, unless the parties mutually agree to extend such date, and such agreement not to be unreasonably withheld.

3. RESERVED

4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project: (1) to the extent provided for and allowable under the terms of the Grant; and (2) only to the amount provided by the State to Agency, but not to exceed \$1,000,000.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the “**Estimate**”, as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency’s approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate, up to the amount of the Grant and never to exceed the maximum Grant amount of \$1,000,000.00. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the “Payment Schedule”, as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.

4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency, up to the amount of the Grant and never to exceed the maximum Grant amount of \$1,000,000.00. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full, up to the amount of the Grant and never to exceed the maximum Grant amount of \$1,000,000.00; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192

- 4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.
5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations. The appropriations shall only be up to the amount of the Grant and never to exceed the maximum Grant amount of \$1,000,000.00.
6. RESERVED
7. Permits. CSXT shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to Agency.
8. Termination
- 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
- 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.
- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost

of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. RESERVED

10. Ownership and Maintenance

10.1 By Agency. Agency shall maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans, consisting of roadway pavement up to the outer ends of the railroad cross ties, sidewalks, guardrails, and curbs, in good and safe condition to CSXT's satisfaction. In the event Agency fails to do so after reasonable notice from CSXT (unless an emergency condition exists or is imminent in the opinion of CSXT that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense.

10.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior written approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require. CSXT may undertake alterations of its property, track or facilities and shall be reimbursed by Agency for the expenses incurred by CSXT with respect to the removal and restoration of the crossing in connections with such alteration.

11. RESERVED

12. Independent Contractor The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

CITY OF PLYMOUTH, MICHIGAN

By: _____
Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Edward D. Sparks II, PE
Chief Engineer
Bridges, Design & Construction

PLYMOUTH, WAYNE COUNTY, MICHIGAN
AT-GRADE CROSSING RENEWALS
CSXT PLYMOUTH SUBDIVISION
CSXT OP NUMBERS MI0667, MI0668, MI0669, MI0670

EXHIBIT A
ALLOCATION OF WORK

RESERVED

PLYMOUTH, WAYNE COUNTY, MICHIGAN
AT-GRADE CROSSING RENEWALS
CSXT PLYMOUTH SUBDIVISION
CSXT OP NUMBERS M10667, M10668, M10669, M10670

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

PLYMOUTH, WAYNE COUNTY, MICHIGAN
AT-GRADE CROSSING RENEWALS
CSXT PLYMOUTH SUBDIVISION
CSXT OP NUMBERS M10667, M10668, M10669, M10670

EXHIBIT C

RESERVED

EXHIBIT D
INITIAL ESTIMATE
ATTACHED

ACCT. CODE : 709 - MI0667, MI0668, MI0669, MI0670 Form Revision
 04/21/23

ESTIMATE SUBJECT TO REVISION AFTER: 12/24/2023 **DOT NO.:** See Description
CITY: Plymouth **COUNTY:** Wayne **STATE:** MI
DESCRIPTION: Crossing Surface Renewals Starkweather St (234306R/CH-24 49); Mill St (234307R/CH-24 42); Main St
 (232216W/CC-62.45); Farmer St (232217D/CC-62.24).
ZONE: Great Lakes **SUB-DIV:** Plymouth **MILE POST:** See Description
AGENCY PROJECT NUMBER: Michigan State Budget Appropriation / Michigan Economic Development Corporation

PRELIMINARY ENGINEERING:

212 Contracted & Administrative Engineering Services \$20,000
 Subtotal \$20,000

CONSTRUCTION ENGINEERING/INSPECTION:

212 Contracted & Administrative Engineering Services \$0
 Subtotal \$0

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)	Days @	\$0
50	Labor (Foreman/Inspector)	Days @	\$0
70	Additive	(Transportation Department)	\$0
50	Additive	(Engineering Department)	\$0
	Subtotal		\$0

SIGNAL & COMMUNICATIONS WORK:

\$14,120

TRACK WORK:

\$962,409

PROJECT SUBTOTAL:

\$996,529

900 **CONTINGENCIES:** 10.00%

\$99,653

PROJECT TOTAL:

\$1,096,182

CURRENT AUTHORIZED BUDGET:

\$0

TOTAL SUPPLEMENT REQUESTED:

\$0

DIVISION OF COST:

Agency	100.00%	\$1,000,000
Railroad	0.00%	\$96,182

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on the conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CS&T work may differ based upon the contractor's requirements, final contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Chief Engineer Public Projects-Jacksonville, Florida

Estimated prepared: 12/24/22

Approved: 1/12/2023 CS&T Public Project Group

PLYMOUTH, WAYNE COUNTY, MICHIGAN
AT-GRADE CROSSING RENEWALS
CSXT PLYMOUTH SUBDIVISION
CSXT OP NUMBERS MI0667, MI0668, MI0669, MI0670

EXHIBIT E

PAYMENT SCHEDULE

Progress Payments In Arrears

Notwithstanding anything to the contrary set forth in this Agreement, Agency shall pay CSXT in arrears for its Reimbursable Expenses, rather than in advance, with only such exceptions, such as purchasing materials and equipment, as the parties mutually agree. Accordingly, Agency shall remit payment to CSXT for its Reimbursable Expenses within thirty (30) days following delivery to Agency of an invoice.

RESOLUTION

The following Resolution was offered by _____ and seconded by _____

WHEREAS The State of Michigan through a special appropriation has made available a grant of One-million dollars to fund the grade (street) crossings of CSX railroad, and

WHEREAS The grant is expected to fund improvements to the Main Street, Farmer Street, Starkweather Street, and Mill Street (north) railroad crossings, and

WHEREAS CSX Transportation will be responsible for the design and construction of the crossings, and

WHEREAS The City of Plymouth will reimburse CSX Transportation for expenses incurred up to the full Grant amount of one-million dollars upon invoicing from CSX Transportation, and

WHEREAS The City of Plymouth will complete state grant documentation in order to receive full Reimbursement of the one-million-dollar grant from the State of Michigan.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a Construction Agreement between the City of Plymouth and CSX Transportation, Inc. for certain railroad grade crossing improvements as listed in the attached document.

BE IT FURTHER RESOLVED THAT the City Clerk shall include a complete copy of the Construction Agreement as a part of these meeting minutes.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: *S:\Manager\Sincock Files\Memorandum - Designation of voting locations in City - 10-16-23.docx*
Date: October 13, 2023
RE: Designated Voting Sites for 2024

Background

As the City Commission is aware the voters passed significant changes to the laws related to voting in 2022. In addition, to the normal voting at the polls on election day and no reason absentee voting, you will be able to vote at the polls early. One of the requirements of the new state law is that we must designate our voting locations for the 2024 elections. The state is still working on the new rules for the new law and attempting to work through and clarify issues for the Clerks across the state.

Just as we have for many years, all voting at the polls will take place at the Plymouth Cultural Center, this will include the early voting option. This new option will not affect absentee voting, which allows you to vote in the comfort of your home. It should be noted that early voting will require that we take one of the rooms at the Cultural Center and keep that secured for only early voting for nine days in advance of the election. Under the terms of the Headlee Amendment, we expect payment for the room rental and election staffing for those nine days. The room will be under 24-hour video monitoring in an effort to provide security when the polls are closed.

Recommendation

The City Administration recommends that the City Commission designate the Plymouth Cultural Center as the voting location for all City residents, including the nine (9) day early voting polling location. This does not affect the no reason absentee voting and that will continue to be a viable option for voters to ensure that their ballots are counted for the election. It should be noted that since the upcoming election is a city only election there is no required early voting, but you can cast your vote "early" by voting absentee.

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



CITY OF PLYMOUTH

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To: Paul J. Sincock, City Manager
From: Maureen Brodie
Date: 10/13/2023
Re: 2024 Early Voting Plan Resolution

As part of the development of an Early Voting Plan to implement Proposal 2022-2 on early voting, the City must coordinate with Wayne County. Each community is required to identify an early voting site and the County is requesting communities to provide a resolution to establish their early voting sites for the 2024 Presidential Primary election.

As the Plymouth Cultural Center is the established voting location for all City residents for Election Day, it would make sense to also hold the required nine days of early voting before the election in the same location. The early voting center would be open for eight hours on each of the nine days in compliance with MCL 168.662 (1) and MCL 168.720e(2), with additional details of the plan to be established by the local Election Commission and City Clerk's office.

Local Legislative Bodies and County and Local Election Commissions During EV (Public Act 81 of 2023/Senate Bill 367)

PA 81 specifies various roles for local legislative bodies as well as local and county election commissions during early voting (EV). In many cases, the role depends on the manner in which the municipality is conducting EV—the local legislative body may be responsible if the municipality is conducting EV as a single municipality or through a municipal agreement, but the board of county election commissioners may be responsible if the municipality is conducting EV through a county agreement. The list below indicates the roles and responsibilities of the various entities during EV, as well as the citation to the section number in PA 81.

A local legislative body must:

- If conducting EV as a single municipality, approve EV sites— MCL 168.662(1); MCL 168.720e(2)
- If conducting EV under a municipal agreement, one or more legislative bodies must approve the sites, as specified in the agreement. MCL 168.720f(1)(d).

[Note: As the Bureau has indicated previously, early voting is required by the Constitution; clerks who are unable to secure early voting sites at the locations allowed under current law may need to expand their search parameters, using PA 81 as a guide, in order to conduct constitutionally mandated early voting.]

- Ensure that an EV site is accessible and complies with applicable voting accessibility laws— MCL 168.662(7).

A local legislative body may:

- Adopt a resolution to conduct early voting for local elections. A municipality that is party to a municipal or county agreement, which adopts a resolution to conduct EV for a local election, must operate EV the same way a single municipality operates EV for statewide and federal elections, except the days and hours required for early voting do not apply. MCL 168.720e(6), MCL 168.720f(9), MCL 168.720g(10).
- A municipality that conducts EV through a municipal agreement may enter into an agreement to jointly conduct EV in a local election. MCL 168.720f(10).
- A municipality that conducts EV through a county agreement may enter into an agreement for the county clerk to conduct EV for a local election. MCL 168.720g(11)

A city or township board of election commissioners must:

- Notify the applicable county clerk if establishing an Election Day vote center—MCL 168.523b(1).
- Appoint election inspectors at least 21 days before each election, designate one individual as chairperson, notify the county chairs of the appointments, and adjudicate qualifications challenges to election inspectors— MCL 168.674; MCL 168.720e(3); MCL 168.720f(1)(e).
- Subject to an EV agreement, conduct testing of electronic voting equipment — MCL 168.720f(1)(k), MCL 168.720g(1)(j); MCL 168.720j(2)(b).
- Set the time for the processing and tabulating of AV ballots— MCL 168.765a(6).

If the county is conducting EV, a county board of election commissioners must:

- Provide one or more EV sites— MCL 168.662(1).
- Ensure that an EV site is accessible and complies with applicable voting accessibility laws— MCL 168.662(7).
- Appoint the election inspectors for EV— MCL 168.720g(6).
- Subject to the agreement, conduct testing of electronic voting equipment— MCL 168.720f(1)(k), MCL 168.720g(1)(j); MCL 168.720j(2)(b).
- Approve EV sites— MCL 168.720g(5).

A city or township board of election commissioners may:

- Establish Election Day vote centers in communities that have historically processed large numbers of Election Day voter registrations— MCL 168.523b(1).
- Authorize the processing and tabulation of AV ballots before Election Day— MCL 168.765a(11).

All other decision-making authority, including the manner in which EV is provided in each municipality, rests with the local and county clerks using instructions issued by the Bureau of Elections.

MICHIGAN ELECTION LAW (EXCERPT)
Act 116 of 1954

***** 168.662.amended THIS AMENDED SECTION IS EFFECTIVE 91 DAYS AFTER ADJOURNMENT OF THE 2023 REGULAR SESSION SINE DIE *****

168.662.amended Designating place of holding election in municipality; polling places and early voting sites; central polling places; abolishment; compliance with voting accessibility; notice.

Sec. 662. (1) The legislative body in each municipality shall provide a suitable polling place for each precinct located in the municipality for use on election day and shall provide a suitable early voting site for each precinct in the municipality for each election at which the municipality conducts early voting under section 720e. If at any election a municipality conducts early voting jointly with 1 or more other municipalities located in the same county, early voting sites for that election must be provided in accordance with section 720f. If at any election a county clerk conducts early voting for 1 or more municipalities located in the county, the board of county election commissioners of that county shall provide 1 or more early voting sites for that election as provided under section 720g. A publicly owned or controlled building, including, but not limited to, a municipal building or school building, must be used as a polling place unless it is not possible or convenient to use a publicly owned or controlled building as a polling place.

(2) The legislative body of a city or township, or a board of county election commissioners as provided under section 720g, shall not designate as a polling place or early voting site a building that is owned or leased by an elected official, an individual who is a candidate, or a person that is regulated under the Michigan campaign finance act, 1976 PA 388, MCL 169.201 to 169.282. For purposes of the previous sentence, "leased" means that the entire building, and not just a portion of the building, is leased by an elected official, an individual who is a candidate, or a person that is regulated under the Michigan campaign finance act, 1976 PA 388, MCL 169.201 to 169.282. In addition, a building must not be designated as a polling place or early voting site if a portion of that building is leased by an elected official, an individual who is a candidate, or a person that is regulated under the Michigan campaign finance act, 1976 PA 388, MCL 169.201 to 169.282, and the portion of that building leased by an elected official, an individual who is a candidate, or a person that is regulated under the Michigan campaign finance act, 1976 PA 388, MCL 169.201 to 169.282, is located within 100 feet from the entrance of the polling place or early voting site located inside that building.

(3) Except as otherwise provided in section 4(1)(m) of article II of the state constitution of 1963 for early voting, the legislative body in each city or township may establish a central polling place or central polling places for 6 precincts or less if it is possible and convenient for the electors to vote at a central polling place or at central polling places. The legislative body in each city or township may abolish other polling places not required as a result of the establishment of a central polling place or central polling places.

(4) A township board may provide polling places or early voting sites located within the limits of a city that has been incorporated from territory formerly a part of the township, and the electors of the township may cast their ballots at those polling places or early voting sites. If 2 contiguous townships utilize a combined township hall or other publicly owned or controlled building within 1 of the township's boundaries and outside of the other township's boundaries, and there is not another publicly owned or controlled building available or suitable for a polling place or early voting site within the other township, then each township board may provide a polling place or early voting site in that publicly owned building for 1 or more election precinct.

(5) A city or township, or a county as provided under section 720g, shall not use as a polling place, early voting site, or central polling place a building that does not meet the requirements of this section. For early voting under sections 720a to 720j, if a city or township cannot secure a building to be used as a polling place or early voting site that meets the requirements of this section, that city or township must enter into a municipal agreement under section 720f or a county agreement under section 720g.

(6) The legislative body of a city or township, or a board of county election commissioners as provided under section 720g, shall not establish, move, or abolish a polling place, early voting site, or central polling place less than 60 days before an election unless necessary because a polling place, early voting site, or central polling place has been damaged, destroyed, or rendered inaccessible or unusable as a polling place, early voting site, or central polling place.

(7) The legislative body of a city or township, or a board of county election commissioners as provided under section 720g, shall ensure that a polling place, early voting site, or central polling place established under this section is accessible and complies with the voting accessibility for the elderly and handicapped act and the help America vote act of 2002.

(8) After a polling place or early voting site is approved under this section, the appropriate clerk, as provided under subsections (9) and (10), must provide a notice specifying the location of the polling place or early voting site to each registered elector entitled to vote at that polling place or early voting site. The notice requirement under this subsection applies to permanent and temporary changes to polling places and early voting sites, except that notice is not required if an early voting site is established in addition to 1 or more early voting sites that remain in effect for which notice was previously provided to each elector. The notice required under this subsection must be provided as follows:

(a) No later than 45 days before an election for a polling place or early voting site established or changed by the sixtieth day before an election.

(b) For temporary changes made to a polling place or early voting site under subsection (6), no later than 21 days before an election for a polling place and no later than 21 days before the first day of early voting for an early voting site. In addition to the notice required to each registered elector under this subdivision, the appropriate clerk must post a sign indicating the new polling place location or early voting site at the location of the former polling place location or early voting site.

(9) After a polling place is approved under this section, the city or township clerk of the city or township approving the polling place must provide the notice required under subsection (8) by either of the following methods:

(a) Updating and sending the voter identification card issued under section 499.

(b) Sending a separate notice by mail or other method designed to provide actual notice to the registered elector.

(10) After an early voting site is approved under this section, the appropriate clerk must provide the notice required under subsection (8) by sending a separate notice by mail or other method designed to provide actual notice to the registered elector, and must not provide the notice by updating the voter identification card issued under section 499. In addition to identifying the location of the early voting site, the separate notice sent under this subsection must provide the hours of operation of the early voting site for each day early voting is offered. The notice under this subsection must be provided as follows:

(a) For early voting conducted under section 720e, by the clerk of the municipality approving the early voting site.

(b) For early voting conducted under section 720f, by the clerk of each municipality that is a party to the municipal agreement, or as otherwise provided by the municipal agreement.

(c) For early voting conducted under section 720g, by the clerk of the county where the early voting site is located or by the clerk of each municipality that is a party to the county agreement.

(11) For temporary changes made under subsection (6) to a polling place within 20 days before an election or to an early voting site within 20 days before the start of early voting, the appropriate clerk must provide notice in all of the following ways:

(a) By posting a sign indicating the new polling place location or early voting site at the location of the former polling place location or early voting site.

(b) By posting the new polling place location or early voting site on the website of the municipality or county, as applicable.

(c) By posting the new polling place location or early voting site on the department of state's website.

(12) As used in this section:

(a) "Accessible" means the removal or modification of policies, practices, and procedures that deny an individual with a disability the opportunity to vote, including the removal of physical barriers as identified in section 261(b) of the help America vote act of 2002, 52 USC 21021, so as to ensure individuals with disabilities the opportunity to participate in elections in this state.

(b) "Candidate" means that term as defined in section 3 of the Michigan campaign finance act, 1976 PA 388, MCL 169.203.

(c) "Early voting site" means that term as described in section 4(1)(m) of article II of the state constitution of 1963.

History: 1954, Act 116, Eff. June 1, 1955;—Am. 1955, Act 271, Imd. Eff. June 30, 1955;—Am. 1974, Act 165, Imd. Eff. June 23, 1974;—Am. 1995, Act 261, Eff. Mar. 28, 1996;—Am. 1996, Act 207, Imd. Eff. May 21, 1996;—Am. 1999, Act 216, Imd. Eff. Dec. 28, 1999;—Am. 2004, Act 13, Imd. Eff. Feb. 26, 2004;—Am. 2004, Act 92, Imd. Eff. Apr. 26, 2004;—Am. 2022, Act 219, Eff. Jan. 1, 2023;—Am. 2023, Act 81, Eff. (sine die).

Popular name: Election Code

MICHIGAN ELECTION LAW (EXCERPT)
Act 116 of 1954

***** 168.720e.added THIS ADDED SECTION IS EFFECTIVE 91 DAYS AFTER ADJOURNMENT OF
THE 2023 REGULAR SESSION SINE DIE *****

168.720e.added Single municipality; administration of early voting without agreement; designation at polling place; appointment of election inspectors; additional voting days; local elections; resolution.

Sec. 720e. (1) The clerk of a municipality that does not enter into a municipal agreement or county agreement for conducting early voting is responsible for administering early voting in that municipality.

(2) Each early voting site for a municipality described in subsection (1) must be designated in the same manner as polling places are designated in section 662. Each elector registered in the municipality may engage in early voting at any early voting site in that municipality.

(3) The board of election commissioners of a municipality described in subsection (1) shall, in accordance with section 674, appoint election inspectors for each early voting site in that municipality.

(4) For each federal and statewide election, each municipality described in subsection (1) must have 1 or more early voting sites. In addition, the clerk of the municipality described in subsection (1) may set additional hours for early voting on any of the required 9 consecutive days of early voting as described in section 720b.

(5) The clerk of a municipality described in subsection (1) may also offer early voting on additional days beyond the required 9 consecutive days as described in section 720b. The clerk of the municipality may set the hours for those additional days of early voting without regard to the hours on the required 9 consecutive days of early voting described in section 720b. Additional days of early voting as described in this subsection must take place on or after the twenty-ninth day before an election.

(6) The legislative body of a municipality described in subsection (1) may adopt a resolution to conduct early voting in an election held in that municipality that is not a statewide or federal election, and early voting for that election must be conducted under the requirements of this section, except that the required 9 consecutive days of early voting beginning on the second Saturday before the election and ending on the Sunday before the election, and the required minimum of 8 hours of early voting each day, do not apply.

(7) If a municipality has 250 or more precincts, each ballot form that contains identical offices and names may be considered a separate precinct for purposes of early voting.

History: Add. 2023, Act 81, Eff. (sine die).

Popular name: Election Code

RESOLUTION

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

WHEREAS In November 2022, Michigan voters approved a constitutional amendment 2022-2 (Proposal 2) that gives voters the right to vote early and in-person at Early Voting sites before statewide and federal elections; and

WHEREAS The constitutional amendment also permits communities to provide Early Voting for local elections; and

WHEREAS Beginning in 2024, Michigan voters have the right to cast a ballot early and in person at an Early Voting site before Election Day. Early voting will be available beginning with the Presidential Primary in 2024; and

WHEREAS Early Voting allows a voter to cast a ballot before Election Day, in an experience similar to voting on Election Day. During the Early Voting period, voters are issued a ballot and can insert their voted ballot directly into a tabulator at their Early Voting site; and

WHEREAS The City of Plymouth will establish an Early Voting site at the Plymouth Cultural Center, 525 Farmer St., Plymouth, MI 48170 for the 2024 Presidential Primary Election;

NOW, THEREFORE, BE IT RESOLVED that the City Commission of the City of Plymouth, Michigan approves and acknowledges this location as the designated Early Voting site for all City of Plymouth voting precincts for the 2024 Presidential Primary Election.