



City of Plymouth
City Commission Regular Meeting Minutes
Monday, October 16, 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
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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 Jennifer Kehoe, Alanna Maguire, Kelly O'Donnell, and Marques Thomey

Excused: Commissioner Linda Filipczak

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

2. APPROVAL OF MINUTES

Kehoe offered a motion, seconded by O'Donnell, to approve the minutes of the October 2, 2023, City Commission meeting.

There was a voice vote.

MOTION PASSED

3. APPROVAL OF THE AGENDA

Maguire offered a motion, seconded by Thomey, to approve the agenda for the October 16, 2023, meeting.

There was a voice vote.

MOTION PASSED

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

Deal offered a motion, seconded by Kehoe, to approve the consent agenda for the October 16, 2023, meeting.

There was a voice vote.

MOTION PASSED

5. CITIZEN COMMENTS

Debra Kuptz, 997 Carol, said she needed recycling information. She also said she appreciated the work on the outdoor dining policy and the recreation plan.

Stephen Prinz, member of the Plymouth Rock Lodge Masons 747, asked that the cupola on the gazebo at Starkweather Park be repaired or replaced.

Dean Rovinelli, Barrio Cocina, stated several concerns with the outdoor dining policy.

Karen Patrosso, 1456 W. Ann Arbor Trail, said she was disappointed with the Penn Theatre situation.

6. COMMISSION COMMENTS

Maguire commended the Old Village Association on their Chili Cookoff.

Kehoe said the Chili Cookoff was a great event and that she was happy to see so many upcoming events in the city.

O'Donnell said she attended and enjoyed a Muslim Know Your Neighbor event at the library.

Thomey thanked local service organizations for their work in the city. He addressed the question about finding recycling information and asked the resident what type of notification would be helpful for her.

Moroz said his thoughts were with those Israelis and Palestinians in harm's way. He thanked DDA staff for a successful summer of events and reminded residents to vote November 7 or to vote absentee prior to Election Day.

7. OLD BUSINESS

There was no old business.

8. NEW BUSINESS

a. Outdoor Dining Policy

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

RESOLUTION 2023-87

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 is 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.

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 lpe) 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.

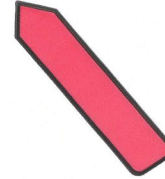
Security System Requirements (Liquor Serving Establishments)

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.



Ryan Yaquinto, of Comparis, the Sardine Room and Fiamma, said he appreciated the hard work and dialog that was involved in the policy process and described several concerns he still had.

Commission members agreed that this policy was the best compromise that would apply to all competing interests.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

b. Payment in Lieu of Parking Agreement – Highline Spirits

The following resolution was offered by Thomey and seconded by Kehoe:

RESOLUTION 2023-88

- 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.

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: _____

Open.09992.80534.11206266-1

**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

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:

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

On this ____ day of _____, Andrew Winnie, appearing personally before me and state they have executed this Confession of Judgment, both individually and as an authorized representative of AW2 Investements LLC, as applicable.

Notary Public
_____ County, Michigan
My Commission Expires: _____

There was a voice vote.
MOTION PASSED UNANIMOUSLY

c. CSX Railroad Grant Construction Agreement

The following resolution was offered by Deal and seconded by O’Donnell:

RESOLUTION 2023-89

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.

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.

14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.
16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:
- | | |
|---------------|--|
| If to CSXT: | CSX Transportation, Inc.
4802 Decoursey Pike
Taylor Mill, KY 41015
Attention: Project Manager – Public Projects |
| If to Agency: | City of Plymouth
201 S. Main Street
Plymouth, Michigan
Attention: Finance Director/Treasurer |
17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
18. Applicable Law This Agreement shall be governed by the laws of the State of Michigan, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Wayne County, Michigan, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Wayne County, Michigan.

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

EXHIBIT A
ALLOCATION OF WORK

RESERVED

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

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 (234307J/CH-24 42); Main St
 (232216W/CC-82 45); Farmer St (232217D/CC-82 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
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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 site 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 CSXT work may differ based upon the agency's requirements, their 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 CSXT 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.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

d. Early Voting Site Resolution

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

RESOLUTION 2023-90

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.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

e. Recreation Master Plan Opening Day Review Period & Setting Public Hearing Date

The following resolution was offered by Thomey and seconded by Maguire:

RESOLUTION 2023-91

WHEREAS The City of Plymouth participates with the State Department of Natural Resources for Recreational grants and as such, is required to have a current Parks and Recreation Master Plan; and

WHEREAS The City Commission has identified the completion of a Parks and Recreation Master Plan as a one-year task as a part of the City's overall strategic plan; and

WHEREAS The City Commission has previously authorized the services of L Groya Consulting, LLC and Epic/MRA to assist city staff with the development of the draft Parks and Recreation Master Plan and to provide input to the plan from a statistically accurate survey of the Residents of the city; and

WHEREAS There is now a need to provide the public a 30-day review period of the proposed Parks and Recreation Master Plan.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby direct that a copy of the draft Parks and Recreation Master Plan be available at the City Manager's Office at City Hall and at the Plymouth Cultural Center, Recreation Department Office. Further, the draft plan shall also be available on the city's website at www.plymouthmi.gov.

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby establish a public hearing on the draft Parks and Recreation Master Plan (2024 – 2028) on Monday, November 20, 2023, at 7:00 p.m. at the Plymouth City Hall, at 201 S. Main, Plymouth, MI. The City Clerk is directed to post the appropriate notices as required.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

9. REPORTS AND CORRESPONDENCE

a. Liaison Reports

Thomey said the Northville-Plymouth Fire Advisory Board would be meeting November 6 at 4:00 p.m. at Northville City Hall.

O'Donnell said the ZBA did not meet in October. She said the Planning Commission reviewed the zoning audit and form-based code documents.

Kehoe said the Old Village Association Halloween Block Party was scheduled for October 29.

Maguire said the library board would be meeting on October 17.

Moroz announced that the DDA hired Meghan Oliver for the assistant position.

b. Appointments

Moroz offered a motion, seconded by Deal, to appoint Kathy Townsend to the Cemetery Board.

There was a voice vote.

MOTION PASSED

10. ADJOURNMENT

A motion to adjourn was offered by Moroz and seconded by Deal at 7:58 p.m.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

NICK MOROZ
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK