



City of Plymouth
City Commission Regular Meeting Minutes
Monday, June 3, 2024, 7:00 p.m.
Plymouth City Hall 201 S. Main Street

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

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Phone 734-453-1234
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1. CALL TO ORDER

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

b. Roll Call

Present: Mayor Suzi Deal, Mayor Pro Tem Kelly O'Donnell, Commissioners Linda Filipczak, Jennifer Kehoe, Brock Minton, and Nick Moroz

Excused: Commissioner Alanna Maguire

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

c. Proclamation: LBGTQ Month
Deal read the proclamation.

2. APPROVAL OF MINUTES

Filipczak offered a motion, seconded by Moroz, to approve the May 20, 2024 regular meeting and the amended May 22, 2024 study session minutes.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

3. APPROVAL OF THE AGENDA

Kehoe offered a motion, seconded by Monton, to approve the agenda for the June 3, 2024 meeting.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

4. ENACTMENT OF THE CONSENT AGENDA

Special Event: Inside Out Sale Friday and Saturday, July 26-27, 2024

Special Event: Pumpkin Palooza, Sunday October 20, 2024

Special Event: Yoga in the Park, Wednesdays, June 12, July 12, July 31, and August 21, 2024

AT&T Metro Act Right of Way Permit Extension

RESOLUTION 2024-49

WHEREAS ATT&T Michigan has applied for a five-year extension of their METRO ACT Permit; and

WHEREAS The City Attorney has determined that the request is complete.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a five-year extension under the terms of the METRO ACT in accordance with state law. The City Manager is hereby authorized to sign the permit extension agreement on behalf of the City of Plymouth.

Filipczak offered a motion, seconded by Kehoe, to approve the consent agenda for June 3 2024.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

5. CITIZEN COMMENTS

Ellen Elliott, 404 Irvin, thanked the Plymouth Pollinators for their work at K of C Park and noted that there was a grand opening of the Wilcox Amphitheatre at the Plymouth District Library.

Ed Walton, 1465 Palmer, thanked the DMS for removing a tree on the traffic island near his home.

Marques Thomey, 802 Coolidge, thanked the City Commission for the LGBTQ month proclamation and the DMS, Keep Plymouth Leafy, and the Plymouth Pollinators for work at Fairground Park. He also said the outdoor dining patios look great.

Emily Mrozowski, 735 Burroughs, expressed concern about park maintenance.

Scott Lorenz, 1310 Maple, spoke in opposition of a proposed PUD at the Christian Science Church property.

Karen Sisolak, 939 Penniman and chair of the Planning Commission, said the Planning Commission makes recommendations based only on city ordinances.

6. PUBLIC HEARING

a. Adoption of the 2024-25 Budget

Deal opened the public hearing at 7:20 p.m. Hearing no comments, she closed the hearing at 7:21p.m.

The following motion was offered by O'Donnell and seconded by Moroz.

RESOLUTION 2024-50

WHEREAS The 2024-2025 City Budget was presented to the City Commission by the City Manager on April 1, 2024, and was reviewed by the City Commission with the Administration during a budget study session held on April 8, 2024; and

WHEREAS Various modifications have been made to the proposed budget based on a review of projected revenues and expenditures and the City's priorities for various programs and projects; and

WHEREAS A public hearing was held on June 3, 2024, as required by the City Charter and Act 43 P.A. 1963, as amended; and

WHEREAS The maximum operating tax levies for general purposed and refuse removal have been amended as required by Section 211.34 of the General Property Tax Law; and

WHEREAS The City Commission acted on a 5 – 2 vote at the City Budget session held on April 25, 2016 to authorize the levy of a property tax administration fee of 1% on all property taxes for the July 1 and December 1 tax levies as authorized under Section 211.44(3) of the General Property Tax Law.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Plymouth does hereby set the City's 2024 millage levy as follows:

General Fund Operating: 10.3099
2012/2020 GO & Refunding Bond Debt: 1.9500
Solid Waste & Recycling Operating: 1.8200

GRAND TOTAL LEVY 14.0799

BE IT FURTHER RESOLVED, that the 2024-25 City Budget is hereby adopted by the City Commission as presented at the June 3, 2025 Regular City Commission meeting as follows:

Revenues		Expenditures	
GENERAL FUND			
Property taxes	\$ 7,507,900	Administration	\$ 2,629,534
Licenses & Permits	3,700	Buildings & Grounds	257,825
Federal Grants	200,000	Police Department	4,803,151
State-shared Revenue	1,521,636	Fire Department	1,160,515
Sales of Service	962,637	Public Works Dept	1,014,325
Cemetery Revenue	157,500	Recreation & Culture	422,670
Parking Revenue	65,200	Capital Outlay	2,943,750
Other Revenue	650,540	Debt Service	31,265
Transfers-In	2,580,527	Transfers-Out	386,605
REVENUE TOTAL	\$ 13,649,640	EXPENDITURE TOTAL	\$ 13,649,640

MAJOR STREET FUND

Gas & Weight Tax	\$	830,287			
Contrib & Other		17,734			
REVENUE TOTAL	\$	848,021	EXPENDITURE TOTAL	\$	848,021

LOCAL STREET FUND

Gas & Weight Tax	\$	276,762			
Contrib & Other		439,187			
REVENUE TOTAL	\$	715,949	EXPENDITURE TOTAL	\$	715,949

RECREATION FUND

Contrib. From G/F	\$	313,595			
Prog. Fees & Other		1,008,245			
REVENUE TOTAL	\$	1,321,840	EXPENDITURE TOTAL	\$	1,321,840

WASTE & RECYCLING FUND

Property Taxes	\$	1,251,400			
Sales of Service & Other		621,798			
REVENUE TOTAL	\$	1,873,198	EXPENDITURE TOTAL	\$	1,873,198

Revenues

Expenditures

OTHER CITY FUNDS

Budget Stabilization Fund	\$	50	\$	50
Cemetery Trust Fund	\$	25,000	\$	25,000
Parking Fund	\$	180,010	\$	180,010
Brownfield Site Remediation Fund	\$	50	\$	50
Brownfield Re-Development Authority Fund	\$	597,170	\$	597,170
DDA Operating Fund	\$	1,338,450	\$	1,338,450
Building Fund	\$	729,210	\$	729,210
Neighborhood Services Fund	\$	89,050	\$	89,050
Drug Law Enforcement Fund	\$	1,310	\$	1,310
OWI Forfeiture Fund	\$	6,100	\$	6,100
Omnibus Forfeiture Fund	\$	5,100	\$	5,100
2015 LTGO Cap Imp Bond Debt Fund - DDA	\$	209,360	\$	209,360
2015 LTGO Cap Imp Bond Debt Fund - W/S	\$	224,740	\$	224,740
2020 GO Debt Fund	\$	766,488	\$	766,488
2024 GO Debt Fund	\$	655,702		655,702
Recreation Capital Improvement Fund	\$	25,941	\$	25,941
Public Improvement Fund	\$	990,050	\$	990,050
2024 GO Bond Construction Fund	\$	805,000	\$	805,000
DDA Capital Improvement Fund	\$	100,050	\$	100,050
Water / Sewer Capital Improvement Fund	\$	870,050	\$	870,050
Water / Sewer Operating & Maintenance Fund		5,453,525		5,453,525
Equipment Fund	\$	1,106,698	\$	1,106,698

BE IT STILL FURTHER RESOLVED, that pursuant to State Law, the City Manager is hereby authorized to transfer up to ten percent (10%) of each appropriation to any other appropriation within each Fund, but not from Reserve Accounts not between Funds.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

b. Public Hearing Mill Street Towns Brownfield Phase II

Deal opened the public hearing at 7:23 p.m. Hearing no comments, she closed the public hearing at 7:24 p.m.

The following motion was offered by Moroz and seconded by Kehoe

RESOLUTION 2024-51

WHEREAS The City of Plymouth Economic Development and Brownfield Redevelopment Authority have reviewed and approved a Brownfield Plan amendment to include Phase I and Phase II of the Pulte project located at 100 s. Mill St.; and

WHEREAS The City Commission has posted and held a Public Hearing to take public comment on the proposed plan amendment; and

WHEREAS The City Attorney has reviewed and recommends approval of the enclosed amendment to the Brownfield Plan dated May 9, 2024, to supersede the previous plan approved April 11, 2019.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby approve the enclosed amendment to the Brownfield Plan, dated May 9, 2024, to supersede the original Brownfield Plan approved by the City Commission on April 11, 2019.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

**CITY OF PLYMOUTH
BROWNFIELD REDEVELOPMENT AUTHORITY**

**BROWNFIELD PLAN
AMENDMENT #1**

**MILL STREET TOWNS
LOCATED AT 100 SOUTH MILL STREET
PLYMOUTH, MICHIGAN**

May 9, 2024

Original Brownfield Plan Approved by BRA: April 11, 2019
Original Brownfield Plan Approved by City Commission: May 6, 2019
Brownfield Plan Amendment #1 Approved:

Prepared on Behalf of:

Pulte Homes of Michigan, LLC
100 Bloomfield Hills Parkway, Suite 150
Bloomfield Hills, MI 48304
Contact Person: Mr. Chris Plumb
Telephone: (248) 908-5052
Email: chris.plumb@pulte.com

Prepared By:

PM Environmental, Inc.
4080 West Eleven Mile Road
Berkley, Michigan 48072
Contact Person: Jessica DeBone
Telephone: (616) 328-5297
Email: jess.debone@pmenv.com



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PROJECT SUMMARY

Project Name: Mill Street Towns Brownfield Plan Amendment #1

Applicant/Developer: Pulte Homes of Michigan, LLC

Project Location: The property is located at 100 South Mill Street in Township one south (T.1S), Range eight east (R.8E), Section 26, Plymouth, Wayne County Michigan 48170 (the "Property").

Type of Eligible Property: The property is determined to be a "Facility" under Part 201, as amended.

Eligible Activities: Work Plan Exempt Activities (Pre-Approved Activities), Department Specific Activities, Demolition, and Preparation of a Brownfield Plan and Act 381 Work Plan.

Developer Reimbursable Costs: The Original Brownfield Plan was approved in an amount not to exceed \$2,088,639 (including eligible activities, a 15% contingency, and simple interest of 3% on the outstanding balance of eligible costs as of December 31st). Amendment #1 includes a request for an additional \$794,639, for an updated not to exceed amount of \$2,883,278 (including eligible activities and 15% contingency, and simple interest of 3% on the outstanding balance of eligible costs as of December 31st).

Length of Developer Reimbursement: Estimated 8 Years from start of capture

Project Overview: This Brownfield Plan Amendment #1 supersedes the Original Brownfield Plan and adds an additional parcel to the Brownfield Plan for the construction of additional townhomes. The second phase (Phase 2) of this project includes construction of 29 additional townhomes. Phase 2 follows the completion of the first phase of construction (Phase 1) which included 76 (including 2 units currently being utilized as model units and ultimately sold) townhomes. A total of 105 townhomes will be developed under both Phase I and Phase 2 of the project.

Estimated Capital Investment: Approximately \$25 million for Phase I and \$10 million for Phase II (including Acquisition, Hard and Soft Costs)

Estimated Job Creation: It is estimated that 10 full-time equivalent (FTE) construction jobs will be created.

I. INTRODUCTION AND PURPOSE

To promote the revitalization of environmentally distressed, historic, functionally obsolete and blighted areas within the boundaries of Plymouth (“the City”), the City has established the Plymouth Brownfield Redevelopment Authority (PBRA) the “Authority” pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended (“Act 381”).

On April 11, 2019, the governing body (as defined by Act 381) approved a brownfield plan identified as the Brownfield Plan for the Mill Street Towns Project (the “Original Plan”) for the Property (as defined in Section II(A) herein). An additional parcel is to be added with this amendment, on which 29 additional townhomes will be constructed. This Phase 2 of development will incur additional costs for the overall project. In order to complete Phase 2 and account for the related increase in brownfield Eligible Activities, an amendment to the Original Plan is required.

The purpose of this Brownfield Plan (the “Plan”) is to amend, restate, and replace in its entirety the Original Plan, upon approval by the governing body. This Plan shall promote the redevelopment of and investment in the eligible “Brownfield” Property within the City and to facilitate reimbursement of eligible activities at the Brownfield. By facilitating redevelopment of the Brownfield, this Plan is intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the Authority.

This Plan is intended to apply to the eligible property identified in this Plan and, to identify and authorize the eligible activities to be reimbursed utilizing tax increment revenues. This Plan is intended to be a living document, which may be modified or amended in accordance with and as necessary to achieve the requirements and purposes of Act 381.

This Plan contains information required by Section 13(2) of Act 381, as amended. The applicable sections of Act 381 are noted throughout the Plan for reference purposes. All words or phrases not defined herein shall have the same meaning as such words and phrases included in Act 381.

I.a. Property Description

The Eligible Property approved within the Original Plan consisted of one (1) 10-acre legal parcel. This amended Plan adds one (1) legal parcel to the project. The property totals two (2) legal parcels and spans approximately 15.39 acres, with a street address of 100 South Mill Street, Plymouth, Wayne County, Michigan. The parcels and all tangible personal property located thereon will comprise the eligible property and is referred to herein as the “subject property.”

The subject property is located off the Main Street corridor, bounded by a strip mall to the north, residences to the east, light industrial properties to the south, and multi-family residential condominiums to the west. Individual parcel information is outlined below.

Property Address	Project Phase	Parcel ID Number	Approximate Acreage	Eligibility
100 South Mill Street (southern parcel)	Phase 1:	Portion of 006-09-0643-300	10 acres	Facility
100 South Mill Street (northern parcel)	Phase 2:	006-09-0643-301	5.39 acres	Facility

The southern parcel (Phase 1) is zoned Planned Unit Development (PUD) and is occupied by the previously approved and completed 76 townhomes. The northern vacant parcel, (Phase 2), is currently zoned I-2, Heavy Industrial and anticipated to be zoned PUD.

Standard and other historical sources documented that the first developed use of the subject property occurred prior to 1914 with a canning factory in the northwestern. The canning factory was vacated in 1918 and demolished by 1927. Several dwellings were constructed by 1937 in the eastern and southeastern portions. The dwellings were demolished as the former manufacturing building was expanded in the 1960s. Several additions were made to the former manufacturing building through 1965, and renovations completed in 1969. The subject property was occupied by Bathey Manufacturing Co., a manufacturer of vertical blinds and cabinets, from at least 1950 until 2002, and the buildings were demolished between 2007 and 2010. Since then, the southern parcel has been developed with 74 townhomes and the northern parcel remains vacant.

The subject property's legal description is included in Appendix A. Property location maps are included in Appendix B.

I.b. Basis of Eligibility

The subject property is considered "Eligible Property" as defined by Act 381, Section 2 because it (a) was previously utilized for an industrial purpose; (b) is located within the City of Plymouth, a qualified local governmental unit under Act 381; (c) is determined to be a "Facility" as defined by Act 381.

Additional information regarding the subject property's eligibility is included within section II.h and documentation of eligibility is included within Appendix E.

I.c. Project Description

Pulte Homes of Michigan, LLC a development subsidiary of PulteGroup, or any affiliate, or such other developer as approved by the Authority, are collectively the project developer ("Developer").

Pulte Homes of Michigan, a subsidiary of PulteGroup, has operated in the Detroit market for more than 70 years and currently has approximately \$170 million invested in land, development, and new home construction across the Detroit and Ann Arbor markets. PulteGroup is 100% self-funded and will not require additional outside capital or lender participation.

The Original Brownfield Plan, approved by the PBRA in 2019 entailed the construction of 74 townhomes. The initial phase of construction, "Phase 1", is complete. This Brownfield Plan Amendment adds Phase 2 of development which calls for the construction of an additional 29 townhomes. New living spaces will model those from Phase 1, varying from four-unit to five-unit buildings with three and four bedrooms each. Each townhome will consist of approximately 1,600 to 2,000 square feet. The buildings will be designed with a transitional urban feel to assist in tying into the surrounding area, including porches facing the street and garage access on the back of the buildings.

The remainder of the subject property will consist of communal greenspace, walkways, parking, and areas for seating and bike parking. The development will provide a connection between Main

Street and downtown via a walking path and to Hines Park via a pedestrian crossing. Trees and landscaping will create a park-like setting throughout the development.

New construction under Phase 1 began in 2019. New construction of Phase 2 is anticipated to begin in the summer of 2024 and be completed by the end of 2025. By the end of Phase 2, Pulte Homes will have invested an estimated \$35 million in the development and created approximately 30 construction jobs.

Preliminary site plans and renderings are included in Appendix D.

II. GENERAL PROVISIONS

II.a. Description of Costs to be Paid for with Tax Increment Revenues (Section 13 (2)(a))

Tax Increment Financing revenues will be used to reimburse the costs of “Eligible Activities” (as defined by Section 2 of Act 381) as permitted under the Brownfield Redevelopment Financing Act that include:

- Work Plan Exempt Department Specific Activities
- Department Specific Activities
- Demolition
- Preparation and Implementation of a Brownfield Plan and/or Act 381 Work Plan

A 15% Contingency has also been calculated and included within this Brownfield Plan. Tax Increment Revenues are also projected to be captured for BRA administrative fees, and capture for the State Brownfield Fund (Section 13B(14)).

A summary of the eligible activities and the estimated cost of each eligible activity intended to be reimbursed with tax increment revenues captured from the subject property are shown in the attached Table 1.

The Eligible Activity cost estimates may increase or decrease depending on the nature and extent of unknown conditions encountered. If the total cost of eligible activities as described within this Plan is not exceeded, line-item categories and costs of eligible activities may differ from what is included within this Plan, to the extent the adjustments do not violate the terms of Act 381.

II.b. Brief Summary of the Eligible Activities that are Proposed (Section 13 (2)(b))

1. Pre-Approved Activities include a Phase I Site Assessment (ESA) and, Phase II ESA, Baseline Environmental Site Assessment (BEA), Documentation of Due Care Compliance, Due Care Plan – Contaminated Soil and Groundwater Management Plan, and Due Care Plan – Post Development, required as part of the pre-purchase due diligence conducted on the property.
2. Department Specific Activities include the design and installation of a vapor barrier system; contaminated soil transport and disposal associated with development activities; contaminated water management, treatment, and disposal; frac tank rental; cut-off walls for utilities; retention pond liner barriers; implementation of controls to prevent contact

with contaminations through fencing; chemical-resistant gasketing for utilities; and, oversight/sampling/reporting by an environmental professional.

3. Demolition Activities includes building and site demolition.
4. Preparation of the Brownfield Plan and Act 381 Work Plan (if applicable) and associated activities (e.g. meetings with BRA, review by City Attorney etc.).
5. Implementation of the Brownfield Plan and Act 381 Work Plan (if applicable).
6. A 15% contingency is established to address unanticipated environmental and/or other conditions that may be discovered through the implementation of site activities. This excludes the cost of Baseline Environmental Assessment Activities and preparation of the Brownfield Plan and Act 381 Work Plan.
7. Simple interest of 3% up to the amount approved in the Original Plan.
8. Costs for administrative fees.

II.c. Estimate of Captured Taxable Value and Tax Increment Revenues (Section 13 (2)(c))

The costs of eligible activities included in, and authorized by this Plan, will be reimbursed with incremental local and state tax revenues (as applicable) generated by the subject property and captured by the PBRA, subject to any limitations and conditions described in this Plan, and the terms of a Reimbursement Agreement between the Developer and the Authority (the "Reimbursement Agreement").

The initial ("base") taxable value of the subject property shall be determined by use of the 2019 tax year tax value, which is \$289,498. Beginning in 2024, the initial "base" value is increase to \$401,658 with the addition of the current taxable value for parcel 006-09-0643-301. Tax increment revenue capture began in 2020. The estimated taxable value of the completed development is \$22,964,244 full project completion by 2027. An annual increase in taxable value of 2.0% has been applied to account for future tax increments in this Plan. Table 2 details the estimated available tax increment revenues for each year of the Plan. The actual taxable value will be determined by the authorized assessor.

The PBRA will capture 10% of total tax increment revenues on an annual basis for administrative fees, which is estimated to be \$357,644.

A summary of the impact to taxing jurisdictions for the life of the Plan is summarized in Section II.h.

II.d. Method of Financing Plan Costs and Description of Advances by the Municipality (Section 13 (2)(d))

Eligible activities will be financed by Pulte Homes of Michigan, LLC. The Developer will be reimbursed for eligible costs as described in Section II.c and outlined in Table 1. Costs for Eligible Activities funded by Pulte Homes of Michigan, LLC will be repaid under the Michigan Brownfield Redevelopment Financing Program (Michigan Public Act 381, as amended) with incremental taxes generated by future development of the subject property.

**Brownfield Plan Amendment #1 for the proposed Mill Street Towns
 Located at 100 South Mill Street, Plymouth, Michigan
 PM Project No. 01-8475-2-0007; February 9, 2024**

No advances will be made by the PBRA for this project. All reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement.

II.e. Maximum Amount of Note or Bonded Indebtedness (Section 13 (2)(e))

No note or bonded indebtedness will be incurred by any local unit of government for this project.

II.f. Duration of the Brownfield Plan (Section 13 (2)(f))

In no event shall the duration of the Plan, exceed 35 years following the date of the resolution approving the Original Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (4) and (5) of Section 13 of Act 381 or 30 years. The subject property will become part of this Plan on the date this Plan is approved by the City of Plymouth City Council.

II.g. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions (Section 13 (2)(g))

A summary of the total amounts estimated to be generated and preserved for taxing units during the life of the Plan are outlined below.

Millage	Rate	Developer Reimbursement	Administrative Fee	Taxes Preserved for Taxing Unit	New Taxes Generated	Totals
State Education Tax (SET)	6.0000	\$0	\$0	\$0	\$777,779	\$777,779
School Operating Tax	18.0000	\$0	\$0	\$0	\$0	\$0
Subtotal	24.0000	\$0	\$0	\$0	\$777,779	\$777,779
						\$0
City Operating	10.8782	\$1,135,341	\$141,713	\$31,294	\$133,084	\$1,441,433
City Refuse	1.8200	\$189,951	\$23,710	\$5,236	\$22,266	\$241,162
Schoolcraft College	1.7662	\$184,336	\$23,009	\$5,081	\$21,608	\$234,033
County Operating	6.6380	\$692,798	\$86,475	\$19,096	\$81,210	\$879,579
Jail	0.9381	\$97,908	\$12,221	\$2,699	\$11,477	\$124,304
HCMA	0.2129	\$22,220	\$2,774	\$612	\$2,605	\$28,211
Parks	0.2459	\$25,664	\$3,203	\$707	\$3,008	\$32,583
Library	1.4615	\$152,535	\$19,039	\$4,204	\$17,880	\$193,658
RESA	3.4643	\$361,564	\$45,130	\$9,966	\$42,382	\$459,043
RESA Enhancement	0.0000	\$20,962	\$370	\$0	\$0	\$21,332
Subtotal	27.4251	\$2,883,278	\$357,644	\$78,896	\$335,520	\$3,655,338
Total Capturable Millages	51.4251	\$2,883,278	\$357,644	\$78,896	\$1,113,299	\$4,433,117
Non-Capturable Millages	Rate			Taxes Preserved for Taxing Unit		
School Debt	4.02530			\$11,580	\$521,799	\$533,379
City Debt	2.80080			\$8,057	\$363,067	\$371,124
Wayne County DIA	0.20000			\$575	\$25,926	\$26,501
Wayne County Zoo	0.10000			\$288	\$12,963	\$13,251
Total Non-Capturable Millages	7.1261			\$20,500	\$923,755	\$944,255

7. COMMISSION COMMENTS

Moroz thanked staff and sponsors for the Music in the Air concerts.

Filipczak said she recently attended ribbon cuttings for the Elks Club's new building and for the library's amphitheater.

Kehoe said the city looks great and she thanked those who adopted the planters.

Minton said he also attended the ribbon cuttings and appreciated that both of the spaces promote community engagement.

Deal thanked the Lions Club for the Memorial Day Parade, and congratulated the following staff members for their work anniversaries: Chris Lahtinen – 23 years; Matt Stoops – 23 years; Nick Johns – 14 years.

8. OLD BUSINESS

There was no old business.

9. NEW BUSINESS

a. Recreation Millage Charter Amendment

Manager Paul Sincock reviewed the proposed resolution and outlined the ways the City Commission has taken public input, including surveys, master plan public hearings, strategic planning sessions, focus groups and a public engagement session. Deal then opened the public comment.

Marques Thomey, 802 Coolidge, spoke in support of a recreation millage.

Ellen Elliott, 404 Irvin, spoke in opposition to a recreation millage, stating there had not been open dialog between the City Commission and residents and that her questions had not been answered.

Karen Sisolak, 939 Penniman, said she hadn't been given the opportunity for dialog, read portions of the focus group report, requested a recreation board, and spoke in opposition to a millage.

Barb Pelkey, 563 N. Harvey, said she didn't see any mention of senior activities in the millage proposal and felt the city should work with Plymouth Township for recreation.

Debra Kuptz, 997 Carol, said she would support a millage that included pickleball programming.

Lori Golden, 1260 Linden, said she fully supported a recreation millage.

Ed Walton, 1465 Palmer, said he would like to see detailed information in a mailing and that a safe crossing from Pointe Park to Hines Park would be important. He also said that there should be more programs for seniors, and commented on bike lanes and non-resident participation in recreation.

Jim Mulhern, 396 Arthur, said he attended a focus group and that he supported the millage. He added that he trusted the administration and City Commission to spend the money wisely.

Adam Szymczak, 333 Sunset, said he supported the millage after learning more by attending a focus group. He added that his son needs to go to another community to play soccer because it was not provided for his age group this year.

Deal read an email of support from Patty McCoin, an email in opposition from Jeff Sisolak, and an email in support from Oliver Wolcott.

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

RESOLUTION 2024-52

WHEREAS Section 8.5 of the City Charter of the City of Plymouth, Michigan (the "City") authorizes the City to levy up to 15 mills for municipal purposes; and

WHEREAS The Home Rule Cities Act, Act 279 of the Public Acts of 1909, as amended (“Act 279”) requires that the City Charter shall provide for the tax rate limitation of the City, which shall not exceed 2% (20 mills) of the taxable valuation of all real and personal property; and

WHEREAS By operation of the Headlee Amendment to the Michigan Constitution and state law implementing the terms thereof, the City’s effective City Charter tax rate limitation has been reduced from 15 mills to 10.3099 mills; and

WHEREAS The City Commission desires to seek voter approval to amend the City Charter to authorize a parks and recreation millage of 1.2 mills, for eight (8) years, from 2025 through 2032, to acquire, construct, improve, furnish, operate and maintain parks and recreation facilities.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Proposed Amendment; Existing Provision. The City Commission by a three-fifths vote of its members-elect, pursuant to the authority granted by Act 279, proposes that Section 8.5 of the City Charter of the City shall be amended, to read as follows:

Section 8.5. - Adoption of Budget Tax Limit.

No later than the second regular meeting of the Commission in the month of June, the Commission shall, by resolution, adopt the budget for the next fiscal year and shall in such resolution make an appropriation of the money needed for municipal purposes during the ensuing fiscal year of the city and provide for a levy of the amount necessary to be raised by taxes upon real and personal property for Municipal Purposes, which levy shall not exceed one and one-half percent (15 mills) of the taxable valuation of all real and personal property in the city: Provided, that such levy may be increased from time to time for one-year periods by a majority of the electors of the city voting at the election at which the proposition to do so shall be so submitted, but such increase shall be limited to an amount which will not cause the total levy under authority of this section to exceed two percent of the assessed value of the real and personal property in the city for the year in which such increase shall be authorized, subject to the provisions of state law relative to the assessment and levy of taxes for the payment of the principal of, or the interest on, bonds or other evidence of indebtedness issued by the city. In addition, the city may levy an amount not to exceed one and two-tenths thousandths (1.2 mills) of the taxable value of all real and personal property in the city, for eight (8) years, beginning in 2025 and through 2032, to acquire, construct, improve, furnish, operate and maintain parks and recreation facilities.

The existing Section 8.5 of the City Charter of the City of Plymouth to be altered by such proposal, if adopted, now reads as follows:

Section 8.5. - Adoption of Budget Tax Limit.

No later than the second regular meeting of the Commission in the month of June, the Commission shall, by resolution, adopt the budget for the next fiscal year and shall in such resolution make an appropriation of the money needed for municipal purposes during the ensuing fiscal year of the city and provide for a levy of the amount necessary to be raised by taxes upon real and personal property for Municipal Purposes, which levy shall not exceed one and one-half percent (15 mills) of the taxable valuation of all real and personal property in the city: Provided, that such levy may be increased from time to time for one-year periods by a majority of the electors of the city voting at the election at which the proposition to do so shall be so submitted, but such increase shall be limited to an amount which will not cause the total levy under authority of this section to exceed two percent of the assessed value of the real and personal property in the city for the year in which such increase shall be authorized, subject to the provisions of state law relative to the assessment and levy of taxes for the payment of the principal of, or the interest on, bonds or other evidence of indebtedness issued by the city.

2. Form of Ballot Proposal. The proposed amendment to Section 8.5 shall be submitted to the electors in the following form:

**PLYMOUTH CITY CHARTER AMENDMENT
FOR PARKS AND RECREATION MILLAGE**

Shall Section 8.5 of the Charter of the City of Plymouth, Wayne County, Michigan, be amended to permit the levy by the City of a new additional ad valorem property tax in an amount not to exceed one and two-tenths (1.2) mills, for eight (8) years, from 2025 through 2032, to provide funds to the City to acquire, construct, improve, furnish, operate and maintain parks and recreation facilities? It is estimated that 1.2 mills would raise approximately \$834,000 when first levied in 2025.

[] YES

[] NO

3. Submission to the Governor and Attorney General. The City Clerk shall transmit copies of the proposed amendment of Section 8.5 of the City Charter to the Governor of the State of Michigan for approval and transmit a copy of the foregoing statement of purpose of the proposed amendment of Section 8.5 of the City Charter to the Attorney General of the State of Michigan for approval, as required by law.

4. Submission at the General Election. The proposed charter amendment of Section 8.5 shall be, and the same is hereby ordered to be, submitted to the qualified electors of this City at a City election to be held on November 5, 2024, and the City Clerk is hereby directed to give notice of the election and notice of registration thereof in the manner prescribed by law and to do all things and to provide all supplies necessary to submit the charter amendment to the vote of the electors as required by law.

5. Publication. The proposed amendment of Section 8.5 shall be published in full together with the existing charter provision altered or abrogated thereby as part of the notice of election.

6. Canvass. The canvass and determination of votes of said question shall be made in accordance with the laws of the State of Michigan and the City Charter of the City of Plymouth.

Commission members discussed the resolution and agreed that a lack funding was a roadblock to expanding programs, applying for matching grants, and maintaining park facilities. They also stated that the decision to move forward with a millage request was a result of listening to residents' feedback through a variety of public meetings.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

b. Designated Depositories FY 24-25

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

RESOLUTION 2024-53

WHEREAS Section 8.9 of the City Charter of the City of Plymouth provides for the designation of depositories; and

WHEREAS The City Administration has reviewed and compiled a list of depository institutions and brokerage firms which are compliant with the City of Plymouth Investment Policy and Public Act 20, and which firms the City of Plymouth may wish to conduct business, as regards the deposit and investment of City of Plymouth funds.

NOW THEREFORE BE IT RESOLVED THAT upon the recommendation of the City Administration, the City Commission of the City of Plymouth does hereby authorize the following financial institutions as

City of Plymouth depository institutions for the purpose of depositing or otherwise investing City of Plymouth funds pursuant to the City of Plymouth Investment Policy and Public Act 20: J.P Morgan Chase Bank, Bank of America, Bank of Ann Arbor, CIBC Bank, Citizens Bank, Comerica Bank, Community Financial, Fifth Third Bank, First Merchant Bank, Flagstar Bank, Huntington Bank, Lake Trust Credit Union, and PNC Bank, as well as authorized investment pools supported by GovMIC, Michigan Class, Michigan Insured Cash Holdings, during fiscal year 2024-25.

BE IT FURTHER RESOLVED THAT upon recommendation of the City Administration, the City Commission of the City of Plymouth does hereby authorize utilization of the following brokerage firms: MFCI, LLC , Edward Jones Investments, Raymond James & Associates, Inc., UBS Financial Services, Inc., PFM Asset Management, LLC and Robinson Capital for the purpose of brokering Certificates of Deposit and/or purchasing certain other investment eligible under the City of Plymouth Investment Policy and Public Act 20.

BE IT FURTHER RESOLVED THAT when considering any type or form of investment the City Administration shall provide all necessary due diligence which, shall include, but not be limited to an appropriate comparative cost/yield analysis in the decision-making process.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

c. Cemetery Rates ad Rules FY 2024-25

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

RESOLUTION 2024-54

WHEREAS The City of Plymouth operates two municipally owned cemeteries and has a Cemetery Board of Trustees appointed to make recommendations to the City Commission; and

WHEREAS The Cemetery Board of Trustees did meet in May of this year for the purpose of reviewing rules, regulations, and operations of the cemeteries; and

WHEREAS At this meeting the Cemetery Board of Trustees did review the pricing structure for services, lots, and other services at Riverside Cemetery; and

WHEREAS The Cemetery Board of Trustees also reviewed the cemetery rules; and

WHEREAS After the review, the Cemetery Board of Trustees did recommend to the City Commission that they rate structure as proposed.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the recommendation of the Cemetery Board of Trustees related to the various rate structures for the Cemetery and does hereby maintain the current schedule of rates in effect for Fiscal Year 2024 – 2025, and that adjustments cemetery rules be made as outlined by the Cemetery Board of Trustees.

**Riverside Cemetery
Rates and Fees**

Purchase - Graves

A **resident** is any property tax paying person residing within the corporate limits of the City of Plymouth.

A **non-resident** is any person living outside the corporate limits of the City of Plymouth and/or a person residing within the corporate limits of the City of Plymouth, but who does not pay property taxes.

GRAVE TYPE/LOCATION	Resident	Non-Resident
Single Grave (Block K or O)	\$1,000.00	\$1,900.00
Single Grave (Other Blocks)	\$1,200.00	\$2,100.00
Two Plot Graves (Block M)	\$2,000.00	\$3,800.00
Family Plot - 6 Graves (Block L)	\$6,000.00	\$11,400.00
Family Plot - 10 Graves (Block L)	\$10,000.00	\$19,000.00
Infant Grave (Block G)	\$200.00	\$300.00

Grave buy backs are at the discretion of the City Sexton. One single adult grave may be sold back to the city at \$500.00.

**Riverside Cemetery
Rates and Fees**

Opening and Closing Costs - Graves

The cost to open and close a grave is due upon burial and cannot be pre-paid. Opening and closing costs depend on the day and time of interment. Overtime rates apply to interments scheduled after 2:00 PM Monday through Friday, Saturdays, Sunday, and holidays.

A winter surcharge fee will apply to all burials scheduled between November 15 and April 14.

CREMATED REMAINS BURIAL	Resident	Non-Resident
Cremains (Monday through Friday)	\$400.00	\$550.00
Cremains (Saturday & OT)	\$500.00	\$650.00
Cremains (Sunday and Holiday)	\$550.00	\$700.00
Cremains (Winter surcharge)	\$100.00	\$200.00

ADULT FULL BODY BURIAL	Resident	Non-Resident
Adult Full Body (Monday through Friday)	\$1,000.00	\$1,600.00
Adult Full Body (Saturday & OT)	\$1,200.00	\$1,800.00
Adult Full Body (Sunday and Holiday)	\$1,400.00	\$2,000.00
Adult Full Body (Winter surcharge)	\$300.00	\$400.00

Adult full body accommodates a burial box of 4-feet or greater in length.

CHILD FULL BODY BURIAL	Resident	Non-Resident
Child Full Body	\$250.00	\$350.00
Child Full Body (Saturday & OT)	\$325.00	\$425.00
Child Full Body (Sunday and Holiday)	\$400.00	\$500.00
Child Full Body (Winter surcharge)	\$100.00	\$150.00

Child full body accommodates a burial box between 3-feet and 4-feet in length.

INFANT FULL BODY BURIAL	Resident	Non-Resident
Infant Full Body	\$100.00	\$150.00
Infant Full Body (Saturday & OT)	\$175.00	\$225.00
Infant Full Body (Sunday and Holiday)	\$250.00	\$300.00
Infant Full Body (Winter surcharge)	\$50.00	\$100.00

Infant full body accommodates a burial box of up to 3-feet in length.

FULL BODY DISINTERMENT	Resident	Non-Resident
Disinterment (4-hour minimum)	\$4,500.00	\$5,000.00

Effective Date: July 1, 2024

**Riverside Cemetery
Rates and Fees**

Purchase – Niches and Crypts

A **resident** is any property tax paying person residing within the corporate limits of the City of Plymouth.

A **non-resident** is any person living outside the corporate limits of the City of Plymouth and/or a person residing within the corporate limits of the City of Plymouth, but who does not pay property taxes.

CREMATED REMAINS ENTOMBMENT	Resident	Non-Resident
Niche (Lower Two Rows)	\$1,050.00	\$1,100.00
Niche (Middle Two Rows)	\$1,450.00	\$1,500.00
Niche (Upper Two Rows)	\$1,250.00	\$1,300.00

FULL BODY ENTOMBMENT	Resident	Non-Resident
Single Crypt (Lower Level – At Grade One Row) NOT FOR SALE	\$3,450.00	\$3,550.00
Single Crypt (Eye Level – Two Rows)	\$3,850.00	\$3,950.00
Single Crypt (Upper Level – One Row)	\$3,650.00	\$3,750.00

TWO FULL BODY ENTOMBMENTS	Resident	Non-Resident
Double Crypt (Lower Level – At Grade One Row) NOT FOR SALE	\$5,750.00	\$5,850.00
Double Crypt (Eye Level – Two Rows)	\$6,550.00	\$6,650.00
Double Crypt (Upper Level – One Row)	\$6,150.00	\$6,250.00

Niche and crypt buy backs are at the discretion of the City Sexton. One niche and single crypt may be sold back to the city at \$500.00. One double crypt may be sold back to the city at \$1,000.00.

Effective Date: July 1, 2024

**Riverside Cemetery
Rates and Fees**

Opening and Closing – Niches and Crypts*

The cost to open and close a niche or crypt is due upon entombment and cannot be pre-paid. Opening and closing costs depend on the day of entombment. Overtime rates apply to entombments scheduled after 2:00 PM Monday through Friday, Saturdays, Sunday, and holidays.

FIRST NICHE ENTOMBMENT	Resident	Non-Resident
First niche entombment (Monday through Friday)	Included	Included
First niche entombment (Saturday and OT)	\$300.00	\$400.00
First niche entombment (Sunday and Holiday)	\$400.00	\$600.00

SECOND NICHE ENTOMBMENT	Resident	Non-Resident
Second niche entombment (Monday through Friday)	\$250.00	\$350.00
Second niche entombment (Saturday and OT)	\$300.00	\$400.00
Second niche entombment (Sunday and Holiday)	\$400.00	\$600.00

SINGLE CRYPT ENTOMBMENT	Resident	Non-Resident
Single crypt entombment (Monday through Friday)	Included	Included
Single crypt entombment (Saturday and OT)	\$400.00	\$600.00
Single crypt entombment (Sunday and Holiday)	\$700.00	\$900.00

FIRST DOUBLE CRYPT ENTOMBMENT	Resident	Non-Resident
Double crypt entombment (Monday through Friday)	Included	Included
Double crypt entombment (Saturday and OT)	\$400.00	\$600.00
Double crypt entombment (Sunday and Holiday)	\$700.00	\$900.00

SECOND DOUBLE CRYPT ENTOMBMENT	Resident	Non-Resident
Second double crypt entombment (Monday through Friday)	Included	Included
Second double crypt entombment (Saturday and OT)	\$400.00	\$600.00
Second double crypt entombment (Sunday and Holiday)	\$700.00	\$900.00

*For niches and crypts purchased prior to July 1, 2022 Saturday entombment is included in the purchase price.

Other Mausoleum Installation Costs

First nameplate	Included
Second or replacement nameplate niche (12"x2")	Market value plus shipping \$350.00
Second or replacement nameplate crypt (16"x4")	\$675.00
Replacement name scroll for crypt (5.87"x1.36")	\$200.00
Extra words or artwork review	\$150.00 minimum
Niche vase	\$350.00
Crypt vase	\$400.00

Effective Date: July 1, 2024

**Riverside Cemetery
Rates and Fees**

Foundation/Marker/Monument Installation Costs

Foundations are required for all grave markers that are not a flush marker. The installation cost depends on the size of the grave marker/monument.

Foundation Size	Installation Cost
24" x 12"	\$200.00
28" x 16"	\$215.00
40" x 16"	\$235.00
42" x 18"	\$235.00
52" x 18"	\$275.00
58" x 18"	\$300.00

A single adult grave measures 40" wide by 10' long.

Setting Markers (Including Block K & O)	Installation Cost
Flush marker up to 36" x 18" - no foundation (single grave marker)	\$175.00
Flush marker greater than 36" x 18" - no foundation (two-grave companion marker)	\$225.00
Veteran's bronze marker set on 28" X 16" foundation	\$215.00
Veteran stone (flat granite flush installation, no foundation)	\$175.00
Veteran stone (upright marble, no foundation)	\$215.00

All monuments shall be set on a foundation. Installation of monuments shall be performed by others. Riverside Cemetery staff installs foundations and flush markers only.

Stone Sizes Commonly Ordered (Privately Owned)	Installation Cost of Foundation	Installed on a Foundation Sized
16" x 8"	\$200.00	24" x 12"
20" x 10"	\$200.00	24" x 12"
24" x 10"	\$215.00	28" x 16"
24" x 12"	\$215.00	28" x 16"
32" x 12"	\$235.00	40" x 16"
32" x 14"	\$235.00	40" x 16"
36" x 10"	\$235.00	42" x 18"
36" x 12"	\$235.00	42" x 18"
42" x 10"	\$275.00	52" x 18"
42" x 12"	\$275.00	52" x 18"
46" x 12"	\$275.00	52" x 18"
46 x 14"	\$275.00	52" x 18"
52" x 12"	\$300.00	58" x 18"
52" x 14"	\$300.00	58" x 18"

The maximum size monument for a single adult grave is 36" x 18".
The maximum size monument for a two-grave marker is 58" x 18".

Effective Date: July 1, 2024

There was a voice vote.
MOTION PASSED UNANIMOUSLY

d. City Commission Summer Meetings in the Parks

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

RESOLUTION 2024-55

WHEREAS The City Commission has indicated a desire to move the summer City Commission meetings from City Hall to the neighborhood parks; and

WHEREAS This moving of the summer meetings has been called the “Summer Concert Tour” of the City Commission; and

WHEREAS The Commission found this program to be successful during the summers each year since 2001.

NOW THEREFORE BE IT RESOLVED THAT The City Commission of the City of Plymouth does hereby schedule the following meetings at 7:00 p.m. at various neighborhood parks the City Commission “Summer Concert Tour.”

Monday, June 17, 2024	Lions Park – Burroughs & Harding
Monday, July 1, 2024	Hough Park – Maple & Evergreen
Monday, July 15, 2024	Rotary Park – Herald & Wing Streets
Monday, August 5, 2024	Markham Park – Caster & N. Holbrook
Monday, August 19, 2024	Kiwanis Park – Auburn & Junction

The significant rain location for these meetings will be Plymouth City Hall, 201 S. Main, Plymouth.

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth hereby directs the City Clerk to post a notice of the changed meeting locations as appropriate and as quickly as possible.

Joe Elliott, 404 Irvin, asked that a public address system be used at outdoor meetings.

There was a voice vote.

RESOLUTION PASSED UNANIMOUSLY

e. Pulte Phase II – 2nd and Final Reading of Rezoning Amendments to PUD

The following resolution was offered by Moroz and seconded by Minton.

RESOLUTION 2024-56

WHEREAS The City of Plymouth Planning Commission recommended approval of a Planned Unit Development, including a rezoning for this property at their November 2022 regular meeting to the City Commission; and

WHEREAS The City of Plymouth Planning Commission approved the final PUD site plan at their November 2022 meeting; and

WHEREAS The City Commission is aware that the Planning Commission held a public hearing at their August 2022 regular meeting; and

WHEREAS The proposed rezoning is supported by the zoning ordinance and is in alignment with the future land use map contained in the city’s master plan; and

WHEREAS The City Commission has completed the first and second reading of the proposed amendment to the zoning map and rezoning of a portion of the property located at 100 S. Mill St. from I-1 light industrial and I-2 heavy industrial, to PUD, planned unit development.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve the rezoning of a portion of the property located at 100 S. Mill from from I-1 light industrial and I-2 heavy industrial to PUD – planned unit development at the conclusion of the second reading

and directs the administration to complete the amendment to the zoning map as approved in this motion.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

f. Pulte Phase II – Planned Unit Development Amended Agreement

The following resolution was offered by Moroz and seconded by Kehoe.

RESOLUTION 2024-57

WHEREAS The City Commission has approved Phase II of the Mill Street Towns Planned Unit Development, located at 100 S. Mill; and

WHEREAS The city administration and Pulte of Michigan have agreed on the terms of the Amendment to the Planned Unit Development agreement approved by the City Commission in 2019; and

WHEREAS The city attorney has reviewed and approved the enclosed amendment to the planned unit development agreement.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby approve the enclosed amendment to the planned unit development agreement.

NOW BE IT FURTHER RESOLVED THAT the City Commission authorizes and directs the mayor and city clerk to execute the amendment to the planned unit development on behalf of the city.

ORIGINAL APPROVED
AGREEMENT

CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN
PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the "PUD Agreement" or "Agreement") is made and entered into on this ___ day of _____, 2019, by Pulte Homes of Michigan LLC, a Michigan limited liability company, whose address is 100 Bloomfield Hills Parkway, Suite 150, Bloomfield Hills, MI 48304 ("Developer"), and the CITY OF PLYMOUTH, a Michigan municipal corporation, with its principal address at 201 S. Main Street, Plymouth, Michigan 48170 (referred to as "City").

RECITATIONS:

Developer is or will be the owner of, and must produce proof of the same, certain real property consisting of approximately ten (10) acres situated in the City of Plymouth, County of Wayne, and State of Michigan, more particularly described as **Parcel A** on attached **Exhibit A** and commonly known as 100 S. Mill St. (referred to as the "Property"). Developer desires to develop the 76 attached, for sale, townhomes (b) open space areas, and (c) all related infrastructure improvements and amenities on the Property, all to be known as "Mill Street Towns" (collectively, the "Project").

Developer desires to develop the Property as a planned unit development ("PUD") in accordance with the provisions of the City's Zoning Ordinance (the "Zoning Ordinance") entitled "Planned Unit Development", being Article XXIV of the Zoning Ordinance.

Developer submitted a preliminary PUD plan (the "Preliminary PUD Plan") for review and approval by the City and its planner, Carlisle Wortman Associates, Inc. (the "City Planner"), which was reviewed by the Planning Commission on a preliminary basis at its meeting on June 13, 2018. Thereafter, on July 11, 2018, the City's Planning Commission held a public hearing to discuss the Project and approved the Preliminary PUD Plan.

On October 10, 2018 the City Planning Commission, in strict compliance with the Zoning Ordinance and with Act 110 of the Public Acts of 2006, as amended, approved the final PUD plan as attached hereto as **Exhibit B** (as approved, the "Final PUD Plan"), finding that such approval properly achieved the purposes of the Zoning Ordinance, including the encouragement of innovation in land use, the preservation of open space, the minimization of development impact upon important environmental features, remediation of environmental contamination, the provision of a less intensive use than allowed under current zoning, the promotion of efficient

provision of public services and utilities, the reduction of adverse traffic impacts, and the provision of adequate housing and employment.

The City has found and concluded that the uses and future development plans and conditions shown on the approved Final PUD Plan for the Project are reasonable and promote the public health, safety and welfare of the City, and that they are consistent with the plans and objectives of the City and consistent with surrounding uses of land.

The City Commission approved the Final PUD Plan on April 1, 2019.

NOW, THEREFORE, Developer and City, in consideration of the mutual promises and covenants contained in this Agreement, HEREBY AGREE AS FOLLOWS:

ARTICLE I
GENERAL TERMS OF AGREEMENT

- 1.1 The City and Developer acknowledge and represent that the recitations set forth above are true, accurate and binding.
- 1.2 The City acknowledges and represents that this Agreement may be relied upon for future land use and development of the Property by Developer's heirs, successors, assigns and transferees.
- 1.3 The Final PUD Plan for the Property has been duly approved by the City in accordance with all applicable City ordinances, and depicts the land uses which will be permitted and which may be developed on the Property. All formal actions necessary or expedient to carry out this Agreement shall be taken by the parties without undue delay.
- 1.4 Except as specifically provided for in this Agreement, all development and improvement of the Property shall be subject to and in accordance with all applicable Zoning Ordinance requirements. However, at the time of review of respective site plans for the development of various portions of the Property, deviations or modifications from ordinance regulations may be agreed upon by the City and the Developer of the Property, subject to the terms and conditions of this PUD Agreement and the City of Plymouth Zoning Ordinances, including, but not limited to, Section 78-318, in which event, such approved deviations shall control. However no deviations shall decrease density, the number of approved units, or materially increase the obligations of the Developer under this Agreement. The Preliminary PUD Plan and the Final PUD Plan shall collectively be referred to herein as the "PUD Plan". All references in this Agreement to zoning ordinances shall be deemed to refer to the zoning ordinances in effect as of the date of this Agreement. The Project shall not be subject to any additional zoning requirements contained in any amendment or additions to the zoning ordinances that conflict with the provisions of this Agreement and the PUD Plan, provided that all construction and development is completed in compliance with this Agreement and the PUD Plan.

- 1.5 The PUD Plan for the Property identifies the location and configuration of the authorized land-uses that may be developed on the Property, or those that must remain undeveloped.
- 1.5.1. Developer shall not be entitled to make a modification which increases the impact upon adjoining properties or facilities without the approval of City as provided by City Ordinance Article XXIV Sec. 78-318.
- 1.5.2 In those instances in which Developer desires to obtain a modification of the PUD Plan for the Property, any such modification or deviation must be done in accordance with the City of Plymouth Zoning Ordinances, including, but not limited to, Section 78-318. Minor modifications of the PUD Plan may be approved administratively in accordance with Section 78-318 of the Zoning Ordinance.

ARTICLE II
LAND USE AUTHORIZATION AND STANDARDS FOR THE PROPERTY

- 2.1 The PUD Plan reflects the change in the zoning for the Property from I-2 Heavy Industrial to Planned Unit Development and constitutes a land use authorization for the following uses, as set forth on the PUD Plan for the Property:
- MU- Mixed Use
- 2.2 The number of residential units to be permitted on the Property shall be as follows (all as shown on the PUD Plan for the Property):
- 76 Attached For-Sale Townhomes
- 2.3 The Property shall only be used for attached single-family residential purposes, including such amenities as may be constructed by Developer in accordance with the Final PUD Plan, including but not limited to, (a) seventy six (76) single-family attached residential dwellings, (b) centralized mailbox location(s), (c) storm water detention, (d) environmental remediation of the Property, (e) walking paths, green-space and open space, (f) HAWK signal, (g) landscaping, (h) lighting and (g) related infrastructure and amenities.

Additional specifications applicable to the Project are:

ENTIRE PROJECT

Site Area	10+/- acres
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SINGLE FAMILY ATTACHED RESIDENTIAL

Setbacks: Front	163 feet
Side (least one)	46 feet (one side); 113 feet total

	Rear	+45 feet
Parking	Regular	304 garage and driveway spaces and 16 guest parking spaces
	Barrier-free	4 spaces

The PUD Plan deviates from the required 70 (seventy) foot distance between the rears of two buildings. This deviation has been approved and is permitted as shown on the PUD Plan.

ARTICLE III
LANDSCAPING AND BUILDING IMPROVEMENTS

- 3.1 Developer shall be responsible for installing all landscaping on the Property in accordance with the approved PUD Plan. Developer shall also be responsible for removing any debris that is deposited in the landscape areas of the Project and shall maintain such areas to ensure that they are free of trash, rubbish or unsightly weeds. After installation, Developer shall (and upon transition control of the condominium for the Project to the Condominium Association established by Developer (the "Association"), the Association shall) maintain the landscaping in the common areas of the Project in accordance with all City Ordinances.
- 3.1.1 During site development of the Property, Developer shall clean-up the adjacent parcel as shown on Exhibit C (the "Parcel B") as follows:
- Remove any debris, barbed wire, fencing, trees, and any above-ground structures or concrete
 - Grade and seed Parcel B in conjunction with the landscaping of Parcel A
- Provided, however, Developer shall not be in default hereunder if Developer is unable to undertake some or all of the above activities on Parcel B due to the acts or omission of the owner of Parcel B, in which event Developer shall no longer have to comply with the above clean-up requirements.
- 3.2 City acknowledges that the landscaping plan shown and included in the PUD Plan is acceptable and approved.
- 3.3 Trash and recycling removal shall be handled by individual bulk trash and recycling pick-up as part of the City-wide system.
- 3.4 Before any Certificates of Occupancy are to be issued the following must be provided by the Developer:
- Easement agreement with the owner of the Parcel B for a pedestrian path from the Project to Main St.
 - Schedule for the installation of the HAWK crossing signal located on S. Mill St. proximate to the project
 - Installation of (or the posting of a bond or other financial assurances reasonably satisfactory to the City to remain in place until completion of the installation of) the

pedestrian sitting area at/near the entrance to the Project with pergola and benches as indicated on the PUD Plan.

- Installation of (or the posting of a bond or other financial assurances reasonably satisfactory to the City to remain in place until completion of the installation of) all infrastructure and public amenities set forth in the PUD Plan, including but not limited to: internal sidewalks, walkway, and paths, utilities, detention ponds, landscaping, and a pedestrian sitting area near the storm water detention ponds.
- Proof of execution of all easements necessary for operation of the Project with the City of Plymouth and Wayne County
- Written verification of completion of the environmental remediation of the Property as required to be completed at such time pursuant to a Brownfield Plan for the Project approved by Developer and the City. The City acknowledges that this pertains only to corrective action work to the Property, if any, required by the Brownfield Plan. Certificates of Occupancy are not tied to completing due care, monitoring, site controls and other obligations under the Brownfield Plan which do not involve physical corrective action work to the Property.

Notwithstanding the foregoing, the site improvements, infrastructure and public amenities may be constructed (and financial assurances provided for, if applicable as provided above) in phases as shown on the Final PUD Plan. Accordingly, the issuance of building permits, construction of buildings, and issuance of individual certificates of occupancy for each building or townhome may occur in sub-phases allowing for staged sequencing, and allowing for residents to move in and occupy townhomes as the townhomes are completed.

ARTICLE IV UTILITIES AND SITE IMPROVEMENTS

4.1 The Developer shall be financially responsible for the design and construction of the detention pond facilities within the Project as shown on the PUD Plan (the "Detention Pond"). In connection therewith, and in order to ensure completion of the construction of the Detention Pond, Developer shall provide a performance guaranty to the Wayne County Drain Commissioner, in an amount agreed to by the Developer and the Wayne County Drain Commissioner, in the form of cash, bond, letter of credit or other financial assurances acceptable to the Wayne County Drain Commissioner (the "Performance Guarantee"). Developer, its successors and assigns (including the Association), shall have the obligation of maintaining the internal stormwater drainage system and the Detention Pond and provide proof of the same to the City and/or County, as applicable, annually upon request; provided, however, such maintenance obligation shall end if and when the stormwater drainage system and the Detention Pond are accepted by Wayne County Drain Commissioner under a so-called 433 Agreement pursuant to Section 433 of Act No. 40 of the Public Acts of 1956. To evidence such maintenance obligations, Developer shall execute and deliver a separate detention pond maintenance agreement, in mutually acceptable recordable form (the "Pond Maintenance Agreement") to be recorded with the Wayne County Register of Deeds. Should the Developer, its successors, and assigns fail to maintain the system as required by the Pond Maintenance Agreement, the City shall have the rights and

remedies set forth in the Pond Maintenance Agreement. Alternatively the provisions of a Pond Maintenance Agreement may be incorporated in the master deed or other condominium documents for the Project.

4.2 Each principal and accessory building within the Project intended for occupancy shall be connected to public water and sanitary sewer systems, subject to applicable government approvals. Easements for maintenance, repair and replacement shall be granted by the Developer as requested or as necessary to the appropriate agencies, and the water and sanitary sewer systems shall be accessible for such purposes, including the provision of ingress and egress. Necessary restoration of the common areas, internal drives, sidewalks etc. resulting from repair of any public utility shall be the responsibility of the Developer, its successors and assigns. Failure to complete such restoration shall be addressed by the City in the manner provided in Section 5.3 of this Agreement. The fees for water connection and sewer connection shall be paid at the prevailing rate and in the customary manner, at the time of application for a building permit(s) for each building shown on the PUD Plan.

- 4.3 To the extent practicable, all electric, natural gas, telephone, cable, water, sewer and other utility and communication systems shall be placed underground in accordance with the requirements of the applicable utility provider and applicable, State, local and Federal laws. Easements for maintenance, repair and replacement shall be granted by the Developer as requested or as necessary to the appropriate utility providers, including the provision of ingress and egress.
- 4.4 Developer shall provide a complete lighting system for the Project, including pole-mounted and wall-mounted fixtures, in the size, location and type as shown on the PUD Plan. Developer shall also provide a photometric analysis of all property lines to ensure reasonable light levels at the Property lines. This lighting plan and analysis has already been approved by the City (or its consultants).
- 4.4 Project signage was not provided on the PUD Plan. Any identification signs for the Project must be applied for and approved by the City or the City Planner and must meet the requirements of the applicable Zoning Ordinances.

ARTICLE V ROADS, DRIVES AND SIDEWALKS

- 5.1 A system of private internal drives and sidewalks shall be established as shown on the PUD Plan and shall provide continuity of public access between adjacent and connecting perimeter public roads in order to provide continuous ingress and egress to all components of the Project in perpetuity. The Pedestrian Path across Parcel B will also be installed during the development of the Project. Maintenance and repair of all internal drives, sidewalks, and the Pedestrian Path shall also be the obligation of the Developer or its successors or assigns. All internal private drives, sidewalks, parking areas, and the Pedestrian Path shall meet the requirements of the PUD Plan and this Agreement. All internal drives and sidewalks, parking areas, and the Pedestrian Path shall be maintained, by the Developer or its successors or assigns, in good condition on

a regular basis to maximize the useful life of the drives, sidewalks and parking lot, and to minimize repair and replacement costs. Nonetheless these maintenance obligations shall be assumed by the condominium association for the Project after the "transitional control date" as defined by the Michigan Condominium Act MCL 559.110(7), the date on which co-owners elect a majority of the Association Board of Directors.

- 5.2 Developer or its successor or assigns, shall be subject to the enforcement rights of the City as described in Section 5.3 herein, to assure that the Developer or its successor or assigns, carries out its responsibilities with regard to ongoing maintenance, repair and replacement of the sidewalks, drives and parking spaces within the Project. The layout, configuration and geometrics of the internal drives, sidewalks, pathways and parking areas shall be as shown on the PUD Plan. Such internal drives, sidewalks, and pathways shall not be considered public roads and/or sidewalks and pathways as defined in the Zoning Ordinances and shall not be designated Rights-of-Way.
- 5.3 In the event that the Developer or its successor or assigns, at any time fail to carry out its responsibilities in regard to restoration, maintenance, repair, and replacement of the private internal drives and sidewalks, including the parking areas, the City may serve written notice upon the Developer, its successor or assigns, as applicable, setting forth the deficiencies in maintenance, repair or replacement. The notice shall also set forth any demand that the deficiencies be cured within a stated reasonable time period and the date, time, and place for a hearing before the City Council, or such other board, body, or official delegated by the City Council, for the purpose of allowing the violating party an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following the hearing described above, the City Commission, or such other board, body, or official designated to conduct the hearing, reasonably determines that the maintenance, repair or replacement have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter upon the Property, and perform such maintenance, repair or replacement as reasonably found by the City to be appropriate. The City's costs of performing any such maintenance or cure, together with a surcharge equal to twenty-five (25%) percent to cover administrative costs, shall be assessed to the owner of the Property at the time such maintenance or cure is performed, placed on the next City tax roll as a special assessment, and collected in the same manner as general property taxes.

ARTICLE VI

ARTICLE VII MODIFICATION

- 7.1 Neither this Agreement nor the PUD Plan (except for minor modification pursuant to Section 78-318 of the Zoning Ordinance) may be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement, or any successors of the parties hereto. However, except as otherwise expressly modified by this Agreement, the City retains all rights set forth in its Zoning Ordinances, including,

but not limited to, those set forth in Article XXIV, Section 78-318. Developer and City shall together be entitled to modify, replace or amend this Agreement, with the consent of Developer's mortgagee, but without the consent of any other person or entity, regardless of whether such person or entity now or hereafter has any interest in any part of the Property, including subsequent purchasers, or their tenants, their mortgagees or others. Any such amendment or modification shall be approved by resolution of the City commission, memorialized by written instrument executed by the Mayor, City Clerk and Developer, and recorded with the Wayne County Register of Deeds. If the Developer desires to obtain a modification of the Final PUD Plan, any such modification or deviation must be done in conformance with the City of Plymouth Zoning Ordinances, including but not limited to, Section 78-318.

ARTICLE VIII
MISCELLANEOUS

- 8.1 In the event of any conflict between the terms and provisions of this Agreement (including the attached PUD Plan for the Property) and the provisions of the Zoning Ordinance, or other City ordinances, rules or regulations, the provisions of this Agreement shall control. In the event of a conflict between the Preliminary PUD Plan and the Final PUD Plan, the Final PUD Plan shall control. In the event of a conflict between the terms of this PUD Agreement and the Final PUD Plan, the Final PUD Plan shall control.
- 8.2 The undersigned parties acknowledge that the conditions imposed upon the development of the Property are reasonable and necessary to ensure that public services and facilities affected by the proposed land use or activity will be capable to accommodating increased service and facility loads caused by the land use or activity, to protect the natural environment and conserve natural resources and energy, to ensure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner.
- 8.3 This PUD Agreement, including the uses approved on the PUD Plan for the Property, are for the benefit of the Property, shall run with the land, and be binding on, and inure to the benefit of, any successors or assigns of the parties to this Agreement. Once Developer or its assigns has turned over the Condominium comprising the Project to the Association after the transitional control date under the Michigan Condominium Act, the Developer shall have no further obligation or liability under this Agreement with respect to obligations or liability first arising under this Agreement after the effective date of such assignment.
- 8.4 Unless this Agreement specifically provides to the contrary, the Developer is responsible for paying all costs associated with any of its obligations specified in this Agreement and all aspects of the Project.
- 8.4 Prior to commencing construction on any portion of the Project, Developer shall obtain and pay for all necessary permits and approvals from all applicable municipal, state or

federal authorities with jurisdiction over the Project or any aspect thereof, which are necessary to undertake that particular phase of the Project.

- 8.5 The signers below on behalf of Developer represent by their signatures that they represent and have authority to bind all owners of legal and equitable title to the Property.
- 8.6 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the enforceability or validity of the remaining provisions and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.
- 8.7 Recording and Binding Effect. The obligations under this Agreement are covenants that run with the land, and thus bind successors in title of the Property. It is the parties' intent that this Agreement shall be recorded with the Wayne County Register of Deeds. The Developer is responsible for recording this Agreement with the Wayne County Register of Deeds and shall pay all costs associated with the recording of this Agreement.
- 8.8 The City shall reasonably cooperate with prompt issuance of building permits after all the requirements for the issuance of building permits have been met and the City of Plymouth agrees to assist and facilitate the issuing the permits even if tax parcel numbers have not necessarily been assigned to all proposed units at the time requested.

BALANCE OF PAGE INTENTIONALLY BLANK
SIGNATURES AND NOTARIZATION ON FOLLOWING PAGES

APPROVED by Developer and City this ____ day of _____, 2016.

"DEVELOPER"

Pulte Homes of Michigan, a Michigan limited liability company

By: _____
Chris Plumb, Authorized Agent

STATE OF MICHIGAN }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by Mark Menuck, member of Curtis-Plymouth LLC, a Michigan limited liability company.

Printed Name:
Notary Public: _____ County, MI
My commission expires:
Acting in _____ County

CITY OF PLYMOUTH, a Michigan municipal corporation

By: _____
_____, Mayor

And By: _____
_____, City Clerk

STATE OF MICHIGAN }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____, the Mayor, and _____, City Clerk, of the City of Plymouth, a Michigan municipal corporation, for and on behalf of such municipal corporation.

Printed Name:
Notary Public: _____ County, MI
My commission expires:
Acting in _____ County

This document prepared by:

When recorded return to:

DRAFT PUD AMENDMENT

FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT (“Amendment”) is made and entered into this ____ day of ____, 2024, by and between the City of Plymouth, a Michigan municipal corporation, with offices located at 201 S. Main Street, Plymouth, Michigan 48170 (“City”), and Pulte Homes of Michigan LLC, a Michigan limited liability company, with offices located at 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083 (“Developer”).

RECITALS

Developer and the City entered into that certain Planned Unit Development Agreement dated June 5, 2019 and recorded June 28, 2019 in Liber 55128, Page 992, Wayne County Records (“Development Agreement”), pertaining to the real property described in the Development Agreement and on Exhibit A attached hereto (“Phase I Property”).

Pursuant to the terms of the Development Agreement, Developer developed the Phase I Property into a 76 unit attached townhome condominium project known as the Townes at Mill Street (the “Condominium”).

Developer also owns property located adjacent to the Phase I Property to the north which is described on Exhibit B attached hereto (the “Phase II Property”), which it intends to develop into a separate residential condominium project consisting of 29 attached townhome units to be known as Mill Street Towns (the “Future Condominium”).

The Developer has submitted a proposal for a site plan for the Future Condominium and an amended planned unit development plan for the Phase II Property (“Amended PUD Plans”), which were approved by the City Planning Commission on November 9, 2022 and again on February 14, 2024.

Developer and the City now desire to amend the Development Agreement to add the Phase II Property to the Project and provide for development of the Future Condominium under the terms of the Development Agreement and Amended PUD Plans.

Pursuant to Article VII of the Development Agreement, Developer and the City agree to the following amendment to the Development Agreement.

Capitalized terms not defined herein shall have the meaning as set forth in the Development Agreement.

A M E N D M E N T

The Development Agreement is amended as follows:

1. Legal Description: Phase II Property. The Development Agreement is amended to add the Phase II Property described on Exhibit B to the Project. The legal description contained in Exhibit A of the Development Agreement is hereby amended to add the Phase II Property such that the property subject to the Development Agreement shall now consist of the Phase I Property and the Phase II Property.

2. Units. The Development Agreement is amended to provide that the number of residential units to be permitted on the Phase II Property shall be 29 attached condominium units, which will be established as the Future Condominium.

3. Amended PUD Plans. The Phase II Property shall be developed in accordance with the Amended PUD Plans and the terms of the Development Agreement. Except as otherwise stated herein, the Phase I Property is only subject to the Final PUD Plans as defined in the Development Agreement. Before any Certificates of Occupancy are to be issued the following must be provided by the developer: installation of native pollinator habitat to include walkway and fencing as noted in the approved Phase II site-plan (or the posting of a bond or other financial assurances reasonably satisfactory to the City to remain in place until the completion of the installation of native pollinator area)

4. Effect of Amendment. The Development Agreement, as amended by this Amendment continues in full force and effect. The terms of this Amendment supersede any contrary provisions in the Development Agreement. Undefined terms in this Amendment shall have the meaning set forth in the Development Agreement unless the context otherwise requires. The Recitals are incorporated in this Amendment by reference.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year recited above.

[signatures on the following pages]

CITY

CITY OF PLYMOUTH,
a Michigan municipal corporation

By:
Its:

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing Amendment was acknowledged before me by _____,
the _____ of the City of Plymouth, a Michigan municipal corporation, on behalf of the City, on the
_____ day of _____, 2023.

_____, Notary Public

County, Michigan
My Commission Expires: _____
Acting in _____ County

[signatures continue on following page]

DEVELOPER

PULTE HOMES OF MICHIGAN LLC, a Michigan limited liability company

By: _____

Joe Skore

Its: Vice President of Land Acquisition

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Amendment was acknowledged before me by Joe Skore, Vice President of Land Acquisition of Pulte Homes of Michigan LLC, a Michigan limited liability company, on the __ day of _____, 2023.

_____, Notary Public
_____, County, Michigan
My Commission expires: _____
Acting in Oakland County

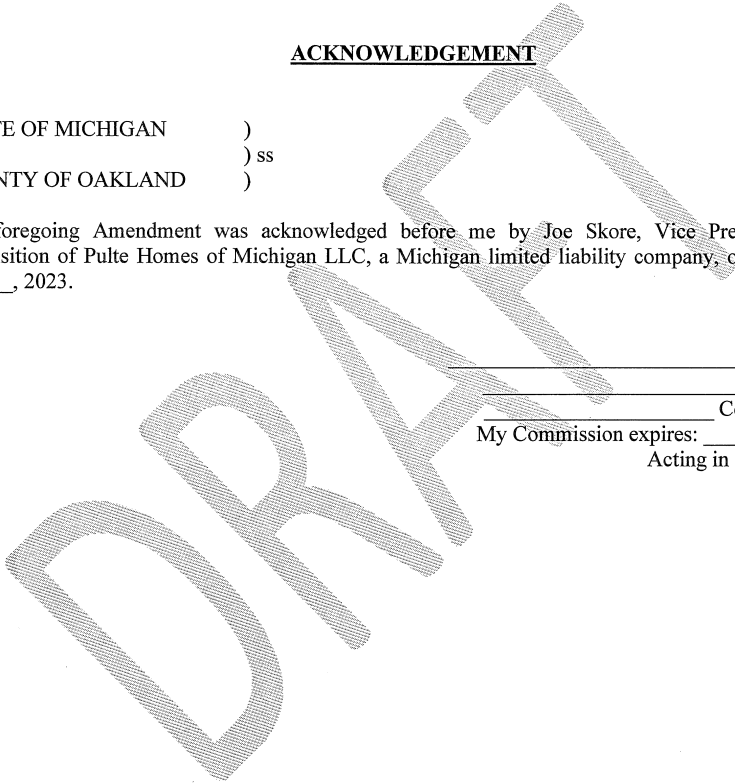


EXHIBIT A

Legal Description of Property

UNITS 1 THROUGH 76, INCLUSIVE, TOWNES AT MILL STREET, according to the Master Deed recorded in Liber 55309, Pages 1268, Wayne County Records, as amended, and designated as Wayne County Condominium Subdivision Plan No. 1131, together with rights in general common elements and limited common elements as set forth in the above-described Master Deed, as amended, and as described in Act 59 of the Public Acts of 1978, as amended.

Tax Parcel ID. Nos.:

DRAFT

EXHIBIT B
Legal Description of Phase II Property

A PARCEL OF LAND SITUATED IN THE CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN BEING PART OF LOTS 653 & 654 OF ASSESSOR'S PLYMOUTH PLAT NO. 18 OF PART OF THE SOUTH 1/2 OF SECTION 26, TOWN 1 SOUTH, RANGE 8 EAST, CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 67, PAGE 27 OF PLATS, WAYNE COUNTY, MICHIGAN, ALSO ALL OF LOT 402 AND PART OF LOTS 362, 363 AND 364 OF ASSESSOR'S PLAT NO. 14 OF PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 1 SOUTH, RANGE 8 EAST, CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 66, PAGE 80 OF PLATS, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS. BEGINNING AT A POINT ON THE WEST LINE OF MILL STREET (66 FEET WIDE) LOCATION SOUTH 88 DEGREES 20 MINUTES 20 SECONDS WEST 33.00 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 26 FROM THE CENTER POST OF SAID SECTION; THENCE SOUTH 02 DEGREES 13 MINUTES 32 SECONDS EAST 0.39 FEET ALONG THE WEST RIGHT OF WAY LINE OF MILL ST. 66' WIDE; THENCE SOUTH 02 DEGREES 24 MINUTES 45 SECONDS EAST 152.93 FEET ALONG SAID WEST RIGHT OF WAY LINE OF MILL ST.; THENCE DUE WEST 683.31 FEET; THENCE NORTH 17 DEGREES 36 MINUTES 07 SECONDS WEST 138.83 TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION, AS MONUMENTED, SAID LINE COMMON TO ASSESSOR'S PLYMOUTH PLAT 18 AND ASSESSOR'S PLYMOUTH PLAT NO. 14 AND AS MONUMENTED; THENCE NORTH 17 DEGREES 43 MINUTES 06 SECONDS WEST 339.86 FEET THENCE NORTH 72 DEGREES 18 MINUTES 39 SECONDS EAST 128.26 FEET; THENCE NORTH 53 DEGREES 31 MINUTES 41 SECONDS EAST 40.00 FEET TO A POINT ON THE EASTERLY LINE OF LOT 362 OF SAID ASSESSOR'S PLYMOUTH PLAT NO. 14; THENCE SOUTH 35 DEGREES 23 MINUTES 32 SECONDS EAST 432.69 FEET ALONG SAID EASTERLY LINE; THENCE NORTH 88 DEGREES 20 MINUTES 20 SECONDS EAST 159.88 FEET ALONG A LINE 25 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 363 OF ASSESSOR'S PLYMOUTH PLAT NO. 14 AND AS MONUMENTED, TO A POINT ON THE EASTERLY LINE OF SAID LOT 363; THENCE SOUTH 34 DEGREES 14 MINUTES 33 SECONDS EAST 29.67 FEET ALONG THE SAID EASTERLY LINE TO THE SOUTHEAST CORNER OF SAID LOT 363; THENCE NORTH 88 DEGREES 20 MINUTES 20 SECONDS EAST 0.93 FEET; THENCE NORTH 50 DEGREES 19 MINUTES 27 SECONDS EAST 129.40 FEET TO THE NORTHWEST CORNER OF LOT 402 OF SAID ASSESSOR'S PLYMOUTH PLAT NO. 14 THENCE NORTH 88 DEGREES 20 MINUTES 20 SECONDS EAST 137.24 FEET ALONG THE NORTH LINE OF SAID LOT 402 TO THE NORTHEAST CORNER OF SAID LOT 402; THENCE SOUTH 02 DEGREES 13 MINUTES 40 SECONDS EAST 79.69 FEET ALONG THE EAST LINE OF SAID LOT 402 TO THE POINT OF BEGINNING.

Tax Parcel Id. No.:006-09-0643-301

There was a voice vote.

MOTION PASSED UNANIMOUSLY

g. Delinquent Charges on the Tax Roll Summer 2024

The following resolution was offered by Minton and seconded by Moroz

RESOLUTION 2024-58

WHEREAS The City Administration has reported delinquent water charges in the amount of \$52,384.11 and other miscellaneous charges in the amount of \$1,113.00; and

WHEREAS These delinquent charges totaling \$53,497.11 have remained unpaid and are transferable by City Charter and applicable Ordinances to the summer taxes.

NOW THEREFORE BE IT RESOLVED that the delinquent charges described above be assessed against the property benefitted and placed on the 2024 summer tax roll.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

h. Waste & Recycling Rates 2024-25 – no increase

The following resolution was offered by Filipczak and seconded by Moroz

RESOLUTION 2024-59

WHEREAS The City of Plymouth operates a solid waste and recycling program to help protect the public health, safety and welfare; and

WHEREAS The City Commission of the City of Plymouth reviews rates for the Solid Waste and Recycling Program as a part of the budget review process; and

WHEREAS The City Commission did conduct a review of the program during the recent Budget Study Session; and

WHEREAS Public Act 298 of 1917 authorizes an operating levy of up to 3.00 mills for waste disposal and recycling, subject to the restriction of the Headlee Amendment to the state constitution; and

WHEREAS The maximum operating rate for the levy of 2024 is 2.0599 mills pursuant the requirement of the Headlee Amendment; and

WHEREAS The City Commission, after reviewing the financial condition of the Waste & Recycling Fund at a budget study session concluded that the operating millage rate for the 2024–25 can be maintained at 1.82 mills without causing significant adverse financial impact.

NOW THEREFORE BE IT RESOLVED THAT, the City Commission of the City of Plymouth does hereby adopt the current rate of \$10.25 per month for trash cart and \$3.00 per trash bag for solid waste disposal and that this rate shall be effective on July 1, 2024

BE IT FURTHER RESOLVED THAT, the City Commission for the City of Plymouth hereby establishes a rate of 1.82 mills to be used to provide tax support for operation of the Waste & Recycling Fund for the 2024-25 Fiscal Year and that such millage rate be incorporated into the City’s Annual Budget.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

i. Water Rates 2024-25

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

RESOLUTION 2024-60

WHEREAS The City of Plymouth operates a water and sewer system to protect the public health, safety and welfare; and

WHEREAS The Great Lakes Water Authority has imposed rate adjustments for wholesale water and sewer service charges to the City of Plymouth effective July 1, 2024; and

WHEREAS Other operating and capital costs for both water and sewer operating systems have changed from the prior fiscal year; and

WHEREAS Total estimated costs for operations and capital needs for fiscal year 2024-25 have remained stable from those for fiscal year 2023-24.

NOW, THEREFORE, BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby adopt Water and Sewer Rate Card #27 (attached to this resolution) to be effective for all services beginning on July 1, 2024, establishing a water rate \$6.84 per 1,000 gallons consumed and a sewer rate of \$8.50 per 1,000 of water consumed for fiscal year 2024-25.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby directed to publish Water and Sewer Rate Card #27 to inform the residents of the newly established rate structure.

	R-T-S Charge	Water Charge	Sewer Charge	Total Charge
Existing Average Costs	\$11.56	\$116.64	\$149.76	\$277.96
Proposed Average Costs	\$11.56	\$123.12	\$153.00	\$287.68

There was a voice vote.

MOTION PASSED UNANIMOUSLY

j. Property and Liability Insurance Coverage FY 2024-25

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

RESOLUTION 2024-61

WHEREAS The City of Plymouth operates a number of vehicles and buildings and there is a need to ensure the operations of the city in order to protect the public health, safety and welfare; and

WHEREAS HUB International has been providing excellent service and very competitive liability insurance coverage premiums for the City through Trident Insurance since 2009-10; and

WHEREAS The annual liability insurance renewal will soon be due, and the expected total premiums quoted by HUB International (excluding any changes through the upcoming year) is \$305,672.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize payment of the Commercial Property & Liability Insurance Package, as well as supplemental policies with a total annual premium to HUB International in an amount not to exceed \$305,672. Funding for these premiums is authorized from the various funds as determined by the City's budget.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

10. REPORTS AND CORRESPONDENCE

a. Liaison Reports

Minton said the ZBA would be meeting on June 6, and Moroz said the Brownfield Redevelopment Authority met last week.

b. Appointments

There were no appointments.

11. ADJOURNMENT

Filipczak offered a motion, seconded by Minton, to adjourn the meeting at 8:46 p.m.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

SUZI DEAL
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK