Plymouth City Commission
Regular Meeting Agenda
Monday, August 3, 2026 7:00 p.m.
Plymouth City Hall & Online Zoom Webinar

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

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

Join Zoom Webinar: https://us02web.zoom.us/j/87825977977
Passcode: 284731 Webinar ID: 878 2597 7977

1. CALL TO ORDER
- a. Pledge of Allegiance
- b. Roll Call

2. APPROVAL OF MINUTES
- a. July 20, 2026 City Commission Regular Meeting Minutes

3. APPROVAL OF THE AGENDA

4. ENACTMENT OF THE CONSENT AGENDA

Unless moved to be placed as a separate item on the agenda, items on the Consent Agenda will be approved by one motion as Agenda Item #4.

- a. Special Event: Plymouth Fall Festival, 9/11-9/13/26
- b. Special Event: Alleluia Romanian Church Youth Choir, 9/25/26
- c. Special Event: Scarecrows in the Park, 9/25-11/2/26
- d. Special Event: 45th Annual Plymouth Ice Festival, 2/5-2/7/27

5. CITIZEN COMMENTS

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

6. COMMISSION COMMENTS

7. OLD BUSINESS
- a. Zoning Text Amendment – Ann Arbor Road Corridor – Second Reading

8. NEW BUSINESS
- a. Multi-Family Residential Zoning Ordinance Amendment – First Reading
- b. Intergovernmental Agreement – Wayne County Parks Millage Funds
- c. CLEMIS Agreement
- d. Community Conversation - Discussion
- e. Community Gardens - Discussion

9. REPORTS AND CORRESPONDENCE
- a. Liaison Reports
- b. Appointments

10. ADJOURNMENT

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

City of Plymouth Strategic Plan 2022-2026

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

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

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

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

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

-Plymouth Mayor Joe Bida
November 1977

City of Plymouth
City Commission Regular Meeting Minutes
Monday, July 20, 2026, 7:00 p.m.
Plymouth City Hall 201 S. Main Street

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

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

1. CALL TO ORDER

a. Filipczak called the meeting to order at 7:00 PM. leading the Pledge of Allegiance.

b. Present: Mayor Linda Filipczak, Mayor Pro Tem Joe Elliott, Commissioners Latricia Horstman, Jennifer Kehoe, Alanna McGuire, Brock Minton, Karen Sisolak
Also Present: City Manager Chris Porman, City Attorney Robert Marzano, and various members of City Administration.

c. Proclamation: Filipczak read a proclamation recognizing Parks and Recreation Month.

2. APPROVAL OF MINUTES

a. July 6, 2026 City Commission Committee of the Whole Meeting Minutes

Motion to approve the July 6, 2026 City Commission Committee of the Whole Meeting Minutes made by Horstman, supported by Elliott;

There was a voice vote
MOTION PASSED UNANIMOUSLY

b. July 6, 2026 City Commission Regular Meeting Minutes

Motion to approve the July 6, 2026 City Commission Regular Meeting Minutes made by Kehoe, supported by Maguire;

There was a voice vote
MOTION PASSED UNANIMOUSLY

3. APPROVAL OF THE AGENDA

Motion to approve the July 20, 2026 agenda made by Elliott, supported by Sisolak;

There was a voice vote
MOTION PASSED UNANIMOUSLY

4. ENACTMENT OF THE CONSENT AGENDA

Motion to approve the Consent Agenda for July 20, 2026 made by Minton, supported by Kehoe;

a. Authorization to Hire – DMS
b. Approval of June 2026 Bills
c. Special Event: Downtown Day, 9/26/2026
d. Special Event: Plymouth Ghosts Cemetery Walk, 10/10/2026

There was a voice vote
MOTION PASSED UNANIMOUSLY

DRAFT

5. CITIZEN COMMENTS

Gerry Kilsonk- 375 Red Rider Drive expressed appreciation for temporary no-parking signs placed on Hamilton Avenue in advance of the Art Fair and asked that the same be done for the other large events.

Ed Walton- 1465 Palmer spoke about his experience with the cross-connection compliance program citing Hydro Corp as unresponsive and has had difficulty identifying the specific violation on his property; he requested guidance from the City.

Pete Mundt- 643 North Harvey thanked City staff, and all volunteers for the success of the Bumpers, Bikes & Bands event in Old Village.

6. COMMISSION COMMENTS

Horstman praised the Plymouth District Library, particularly the children's area and the helpfulness of staff.

Minton highlighted the World Cup viewing event downtown, Art in the Park, and reminded residents that absentee voting is underway with the Primary on August 4th.

Elliott also reminded residents of the upcoming August Primary and noted the Wayne County transportation millage informational session on July 28th at the Canton Public Library from 4–6 PM; proposed the Commission schedule a community conversation to update the public on one-year task progress.

Kehoe praised the downtown soccer viewing event organized by private citizens and spoke on the need to schedule Commission events in the parks.

Sisolak highlighted the same Wayne County transit informational meeting on July 28th; encouraged residents to participate in a SEMCOG flooding survey, available on Facebook; advocated for beginning community input efforts in advance of the upcoming five-year strategic plan renewal.

Filipczak echoed appreciation for the City's recent events and recognized Porman and Bolhuis for representing Plymouth at the Western Wayne County transit consortium meetings.

7. OLD BUSINESS

None

8. NEW BUSINESS

a. Update on Parking Fees

Motion to approve the following resolution made by Elliott, supported by Maguire;

RESOLUTION 2026-75

WHEREAS The City Commission's 2026 Strategic Plan includes updating City fee schedules under the Sustainable Infrastructure goal; and

WHEREAS The City's parking violation fine schedule has not been updated since 2012, and the Police Department has completed a review of the current fines and compared them with neighboring communities; and

WHEREAS The proposed revisions better reflect current enforcement costs while maintaining the City's philosophy that parking enforcement is intended to encourage compliance rather than generate revenue.

NOW, THEREFORE, BE IT RESOLVED THAT the City Commission of the City of Plymouth approves the revised Parking Violation Fine Schedule as presented, including increases to standard and handicap parking fines and the simplification of overtime parking fines, while retaining the first-offense provision and 48-hour payment discount.

BE IT FURTHER RESOLVED that the revised fine schedule shall take effect on July 31, 2026.

There was a voice vote

MOTION PASSED UNANIMOUSLY

DRAFT

b. Park Sponsorship Program

Motion to approve the following resolution made by Elliott, supported by Minton, with amendments to Step 4 to require City Commission approval and to add discretionary language regarding naming rights thresholds;

RESOLUTION 2026-76

WHEREAS The City Commission's adopted 2022–2026 Strategic Plan identifies the development of a Park Sponsorship Program as a One-Year Task under the Attractable, Livable Community Goal Area, recognizing the value of public-private partnerships in enhancing parks, recreation facilities, and community amenities; and

WHEREAS The City's adopted Recreation Master Plan encourages strategic partnerships, sustainable investment, and community collaboration to improve parks, recreational facilities, and public spaces; and

WHEREAS The proposed Park Sponsorship Program establishes a clear and transparent framework for accepting monetary, in-kind, property, and public art contributions while providing consistent sponsorship recognition and guidelines for naming opportunities, subject to City Commission approval where applicable; and

WHEREAS The Park Sponsorship Program is intended to encourage voluntary community investment in the City's parks while ensuring that all sponsorships and donations are reviewed in a manner that protects the public interest and remains consistent with the City's adopted plans, policies, and priorities; and

WHEREAS The City Commission finds that adoption of the Park Sponsorship Program will provide an additional mechanism to support park improvements, expand community partnerships, and enhance the long-term sustainability of the City's park system.

NOW, THEREFORE, BE IT RESOLVED THAT the City Commission of the City of Plymouth hereby adopts the City of Plymouth Park Sponsorship Program, as presented, and authorizes the City Administration to administer the program in accordance with its provisions, subject to future amendments approved by the City Commission as necessary.

Park Sponsorship Program information can be found in 7/20/2026 agenda packet:
https://www.plymouthmi.gov/common/pages/GetFile.ashx?key=N5tFAY1l

There was a voice vote
MOTION PASSED UNANIMOUSLY

c. Repair to Hydraulic Hammer Backhoe Attachment

Motion to approve the following resolution made by Maguire, supported by Kehoe;

RESOLUTION 2026-77

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

WHEREAS The Department of Municipal Services needs to have repairs made to the hydraulic hammer backhoe attachment; and

WHEREAS It is a specialized piece of equipment manufactured by CAT and as such, MacAllister CAT of Novi, MI provided a repair quote of $9,706.78 for parts, labor, testing, and warranty.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the repair of the hydraulic hammer backhoe attachment in the amount of $9,706.78 from MacAllister CAT of Novi, MI. Funding for this repair shall be designated from the Equipment Fund.

There was a voice vote
MOTION PASSED UNANIMOUSLY

DRAFT

d. 2026 Infrastructure Program

Motion to approve the following resolution made by Kehoe, supported by Minton;

RESOLUTION 2026-78

WHEREAS The City of Plymouth operates a roadway system and water & sewer systems to help to maintain public health, safety, welfare and leisure activities of the community; and

WHEREAS The City of Plymouth has adopted a Strategic Plan which calls for sustainable infrastructure improvement; and

WHEREAS The voters approved a road bond for the improvement of our streets and the City Commission has authorized additional funding from other funds to complete capital improvement projects; and

WHEREAS The City Commission has already approved the design phase of an Infrastructure Improvement program for all of the 2026 Infrastructure Projects and the City Administration, along with the City Engineer did put these projects out to bid and the low bidder is Pro-Line Asphalt.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a unit-based contract for the 2026 infrastructure programs, to be inclusive of the streets identified by the City Engineer, as well as improvements to the city water/sewer system, storm sewer improvements. The projects for the 2026 Infrastructure Program are identified as follows:

- Reconstruction of Joel Street from Ann Arbor Trail to Sheridan, including new water main and storm sewer
- New water main on Park Avenue from South Holbrook to Hines Dr.
- Resurfacing on Ann Arbor Trail from Harvey to Joel
- Resurfacing of Ann Arbor Trail from Mill west to railroad tracks
- Resurfacing on Wing from Deer to Harding
- Resurfacing on Maple from Hamilton to Fairground
- Resurfacing on Wing from Main to Harvey
- Resurfacing on Harding from Wing to Joy
- Resurfacing Goldsmith from Lena to Sheldon
- Resurfacing on Evergreen from Penniman to Sheridan
- ADA-compliant sidewalk ramps at Mill and Liberty

BE IT FURTHER RESOLVED THAT the entire scope of the projects in the 2026 Infrastructure Programs, including construction, construction administration, inspection, construction staking, materials testing and as built drawings, and construction contingency for the 2026 Infrastructure Improvement Program, as outlined in the City Engineer's letter of July 13, 2026. The total authorization shall be in the amount of $2,398,570.00. This amount includes a contract with Pro-Line Asphalt in the amount of $1,992,270 and engineering services with Wade Trim in the amount of $206,300. In addition, the City Commission authorizes a construction contingency of $200,000.

2026 Infrastructure Program information can be found in 7/20/2026 agenda packet:
https://www.plymouthmi.gov/common/pages/GetFile.ashx?key=N5tFAY1I

There was a voice vote
MOTION PASSED UNANIMOUSLY

DRAFT

e. Proposal for Main & Union Traffic Study (Authorization for Engineering Services)

Motion to approve the following resolution made by Kehoe, supported by Minton;

RESOLUTION 2026-79

WHEREAS The City of Plymouth maintains a wide range of infrastructure to help protect and preserve the public health, safety, and welfare; and

WHEREAS The City Commission identified the intersection of Main & Union as an area in need of evaluation for non-motorized crossing; and

WHEREAS The City of Plymouth engaged the City Engineer to provide a proposal for Engineering Services for the evaluation of Main Street at Union; and

WHEREAS The City Engineer provided a proposal for professional engineering services for the Main Street non-motorized crossing evaluation.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize Wade Trim to provide professional engineering services for Main Street non-motorized crossing evaluation as outlined in the Engineer's letter dated July 13, 2026, in the amount not to exceed $15,000.00.

There was a voice vote
MOTION PASSED UNANIMOUSLY

9. REPORTS AND CORRESPONDENCE

a. Liaison Reports

Sisolak: Spoke about Board of Education ballot proposal and the process they use for filling appointed vacancies on their board.
Kehoe: Agreed with Sisolak's comments on the Board of Education appointment process.
Elliott: Planning Commission Meeting working on Quick Zoning Changes
Minton: Cemetery Board Meeting on Wednesday at 5pm
Filipczak: Deputy Fire Chief on board- Brent Muller

A City Commission park function was discussed and also scheduling of a Community Conversation reviewing Strategic Plan.

b. Appointments

ZBA candidates are being reviewed to fill a vacancy on the board.

10. ADJOURNMENT

Motion to adjourn made by Elliott, supported by Sisolak;

There was a voice vote
MOTION PASSED UNANIMOUSLY

The meeting was adjourned at 8:37 P.M.

_____ _____

LINDA FILIPCZAK
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK

DRAFT

Special Event Application

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

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

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

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

Sponsoring Organization's Legal Name Plymouth Community Fall Festival

Ph# 734-355-0199 Fax# _____ Email Info@plymouthfallfes Website Plymouthfallfestival.cc

Address PO Box 6177 City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name James Gietzen **Title** Manager

Ph# 248-817-8836 Fax# _____ Email James@myjagentert Cell# 248-863-7043

Address 127 N. Wixom City Wixom State MI Zip 48393

Event Name Plymouth Community Fall Festival

Event Purpose Fundraising oppertunity for local non-profits groups

Event Date(s) September 11th-13th

Event Times Sep 11th 3pm - 10pm, Sep 12th 7am -10pm, Sunday September 13th 11am to 6pm

Event Location Kellogg park and all surrounding streets

What Kind Of Activities? Carnival with rides, food vendors, Craft fair, car show, Live music, Pet show.

What is the Highest Number of People You Expect in Attendance at Any One Time? 20,000

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

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

Since 1956 the Plymouth Fall Festival has been the flagship festival in the Pymouth Community. Food booths operated by local non-profit community groups. A carnival with rides, car and craft shows, family entertainment for all.

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

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

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

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

Normal Event Schedule (e.g., third weekend in July): Weekend after Labor day

Next year's specific dates: September 10th - 12th

****See section 12.13 for license & insurance requirements for vendors****

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

4. **DO YOU PL H OL SERVED AT THIS EVENT?** YES ☐ NO ☐

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

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

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

DMS, Police, Fire, HVA

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

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

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

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

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

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

a. a Certificate of Insurance must be provided which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.10 for insurance requirements)

b. Event sponsors and participants will be required to sign Indemnification Agreement forms (refer to Policy 12.12).

c. All food vendors must be approved by the Wayne County Health Department, and each food and/or other vendor must provide the City with a Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.13)

d. The approval of this Special Event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Event Policy. The event will be operated in conformance with the Written Confirmation of Approval. (see Policy 12.11 and 12.16)

e. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City, and will promptly pay any billing for City services which may be rendered, pursuant to Policy 12.3 and 12.4.

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

July 22, 2026
Date

Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

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

Signature _____ Date July 22, 2026

Witness _____ Date _____

Name of Event: Plymouth Fall Festival
Date: 9/11/26 - 9/13/26
Location: Downtown

MUNICIPAL SERVICES:	**Approved**	**Denied**	(list reason for denial)	**Initial** AG
Staffing				
Porta Johns, Sink Rental, Light Towers Rental, Barricades, Pest Control, Radio Rental, Sweeper Rental, Trash Disposal				
$250 Bathroom Cleaning Fee Per Day of Event? YES	x 3 Days	NO		
Labor Costs: $20,000.00	Equipment Costs: $7,500.00		Materials Costs	$15,000.00
POLICE:	**Approved**	**Denied**	**(list reason for denial)**	**Initial** JLC
WACO RESERVE	PATROL OFFICERS @ 70 HRS - $5320			
UNIT - $502	SUPERVISOR @ 24 HRS - $2064			
Labor Costs $ 7884 -	Equipment Costs $		Materials Costs $	
FIRE:	**Approved**	**Denied**	(list reason for denial)	**Initial** AS
4 FF / DAY				
Labor Costs $ 3,620	Equipment Costs $		Materials Costs $	
HVA:	**Approved**	**Denied**	(list reason for denial)	**Initial**
DDA:	**Approved**	**Denied**	(list reason for denial)	**Initial** SBP
Powfl WASH				
Labor Costs $ $2500	Equipment Costs $		Materials Costs $	
RISK MANAGEMENT:	**Approved**	**Denied**	(list reason for denial)	**Initial** MB
Class I – Low Hazard	Event sponsors must provide current Certificate of Insurance naming City of Plymouth/Certificate Holder as 'Additional Insured' including in the Description Box/Area in order to hold an event. Should consider including additional CG2026 when many and/or higher risk vendors are part of the event. Food vendor/service requirements, per Special Event Policy [see sec. 12.13], must also be met for any food/beverage offerings.			
Class II – Moderate Hazard				
Class III – High Hazard				
Class IV – Severe Hazard				

Special Event Application

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

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

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

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

Sponsoring Organization's Legal Name Alleluia Romanian Church

Ph# 7347403280 **Fax#** _____ **Email** atirla@gmail.com **Website** _____

Address 46500 N Territorial Rd **City** Plymouth **State** MI **Zip** 48170

Sponsoring Organization's Agent's Name Adrian Tirla **Title** Lead Pastor

Ph# 7347403280 **Fax#** _____ **Email** atirla@gmail.com **Cell#** _____

Address 46500 N Territorial Rd **City** Plymouth **State** MI **Zip** 48170

Event Name Music Event

Event Purpose Church youth participation in the community

Event Date(s) Friday, Sept 25

Event Times 7pm – 8:30p.m.

Event Location Kellogg Park

What Kind Of Activities? Music from Youth Choir and Youth Brass Ensemble

What is the Highest Number of People You Expect in Attendance at Any One Time? 150

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

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

Positive influence in the community with songs from Church Youth Choir and Youth Brass Ensemble

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

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

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

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

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

Next year's specific dates: _____

****See section 12.13 for license & insurance requirements for vendors****

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

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

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

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

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

_____

_____

_____

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

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

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

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

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

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

YES ☐ NO ☑

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

_____

_____

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

a. a Certificate of Insurance must be provided which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.10 for insurance requirements)

b. Event sponsors and participants will be required to sign Indemnification Agreement forms (refer to Policy 12.12).

c. All food vendors must be approved by the Wayne County Health Department, and each food and/or other vendor must provide the City with a Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.13)

d. The approval of this Special Event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Event Policy. The event will be operated in conformance with the Written Confirmation of Approval. (see Policy 12.11 and 12.16)

e. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City, and will promptly pay any billing for City services which may be rendered, pursuant to Policy 12.3 and 12.4.

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

7/10/2026

Date

eSigned via GovOS.com

Adrian Tirla

Key: 10f590ec-b61d-423f-a1dd-2070a01f81d9

Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

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

Signature eSigned via GovOS.com Adrian Tirla Key: 10f509ec-b51d-423f-a1aa-2979e01f81d6 Date 7/10/2026

Witness _____ Date 7/10/2026

Name of Event: ALLELUIA ROMANIAN CHURCH YOUTH CHOIR
Date: 9/25/26
Location: KELLOGG PARK

MUNICIPAL SERVICES:	**Approved**	**Denied**	(list reason for denial)	**Initial** AW
1-FTE @ 4 HRS, Sound System, Stage setup - No Parking, Barricades				
$250 Bathroom Cleaning Fee Per Day of Event? YES		NO		
Labor Costs: $300.00	Equipment Costs: $150.00		Materials Costs $ 25.00	
POLICE:	**Approved**	**Denied**	**(list reason for denial)**	**Initial** JEC
1 - OFFICER @ 3 HRS				
Labor Costs $ 228-	Equipment Costs $		Materials Costs $	
FIRE:	~~Approved~~	**Denied**	(list reason for denial)	**Initial** CS
NO SERVICES NEEDED				
Labor Costs $ Ø	Equipment Costs $		Materials Costs $	
HVA:	**Approved**	**Denied**	(list reason for denial)	**Initial**
DDA:	**Approved**	**Denied**	(list reason for denial)	**Initial** SHP
Labor Costs $	Equipment Costs $		Materials Costs $	
RISK MANAGEMENT:	**Approved**	**Denied**	(list reason for denial)	**Initial** MB
Class I – Low Hazard	Event sponsors must provide current Certificate of Insurance naming City of ~~Plymouth/Certificate Holder as 'Additional Insured' including in the Description~~ Box/Area in order to hold an event.			
Class II – Moderate Hazard				
Class III – High Hazard				
Class IV – Severe Hazard				

Special Event Application

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

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

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

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

Sponsoring Organization's Legal Name Plymouth Community Chamber of Commerce

Ph# 734-453-1540 Fax# _____ Email jenny@plymouthmich.or Website www.plymouthmich.org

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

Sponsoring Organization's Agent's Name Jenny Wisniewski/Wanda Clouston **Title** Event Manager

Ph# 734-453-1540 Fax# _____ Email jenny@plymouthmich.or Cell# 734-777-2752

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

Event Name Scarecrows in the Park

Event Purpose To promote the community

Event Date(s) September 25 through November 2, 2026

Event Times 24/7

Event Location Kellogg Park

What Kind Of Activities? Local groups create a scarecrow to be viewed by visitors in Downtown Plymouth

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

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

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

Local businesses, clubs, groups and residents create scarecrows. There will be 115 scarecrow spaces available in Kellogg Park along Main Street, Ann Arbor Tr., Penniman and along the sidewalks in the interior of the park.

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

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

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

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

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

Next year's specific dates: _____

****See section 12.13 for license & insurance requirements for vendors****

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

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

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

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

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

We will need 100 poles sunk into the ground in Kellogg Park spaced along Main Street, Ann Arbor Tr. & Penniman

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

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

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

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

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

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

YES ☐ NO ☑

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

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

a. a Certificate of Insurance must be provided which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.10 for insurance requirements)

b. Event sponsors and participants will be required to sign Indemnification Agreement forms (refer to Policy 12.12).

c. All food vendors must be approved by the Wayne County Health Department, and each food and/or other vendor must provide the City with a Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.13)

d. The approval of this Special Event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Event Policy. The event will be operated in conformance with the Written Confirmation of Approval. (see Policy 12.11 and 12.16)

e. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City, and will promptly pay any billing for City services which may be rendered, pursuant to Policy 12.3 and 12.4.

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

7/22/2026

Date

eSigned via GovOS.com

Jenny Wisniewski

Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

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

Signature eSigned via GovOS.com Jenny Wisniewski Key: 10f509ec-b51d-423f-a1aa-2979e01f81d6 Date 07/22/2026

Witness _____ Date _____

Name of Event: SCARECROWS IN THE PARK
Date: 9/25/26 - 11/2/26
Location: KELLOGG PARK

MUNICIPAL SERVICES:	**Approved**	**Denied**	(list reason for denial)	**Initial** AG
Setup & Install poles - 3 FTE @ 6 HRS				
Tear down & clean up - 2 FTE @ 4 HRS				
$250 Bathroom Cleaning Fee Per Day of Event? YES	NO			
Labor Costs: $1,700.00	Equipment Costs: $500.00	Materials Costs $ 0		
POLICE:	**Approved**	**Denied**	**(list reason for denial)**	**Initial** JTC
No services needed				
Labor Costs $ 0	Equipment Costs $	Materials Costs $		
FIRE:	**Approved**	**Denied**	(list reason for denial)	**Initial** KS
No services needed				
Labor Costs $ 0	Equipment Costs $	Materials Costs $		
HVA:	**Approved**	**Denied**	(list reason for denial)	**Initial**
DDA:	**Approved**	**Denied**	(list reason for denial)	**Initial** SBP
Labor Costs $ 0	Equipment Costs $	Materials Costs $		
RISK MANAGEMENT:	**Approved**	**Denied**	(list reason for denial)	**Initial** MB
Class I – Low Hazard	Insurance cert needed if not on file.			
Class II – Moderate Hazard				
Class III – High Hazard				
Class IV – Severe Hazard				

Special Event Application

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

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

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

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

Sponsoring Organization's Legal Name JAG Entertainment LLC

Ph# 2488178836 Fax# _____ Email james@myjagenterta Website _____

Address 127 N. Wixom rd City Wixom State MI Zip 48393

Sponsoring Organization's Agent's Name James Gietzen **Title** President

Ph# 2488178836 Fax# _____ Email james@myjagenterta Cell# 2488637043

Address 127 N. Wixom rd City Wixom State MI Zip 48393

Event Name 45 th Annual Plymouth Ice Festival

Event Purpose Promote downtown plymouth during the off season

Event Date(s) Feb 5th to 7th 2027

Event Times Feb 5, 5 to 10. Feb 6, 10 to 10. Feb 7, 10 to 6.

Event Location Downtown Plymouth Area

What Kind Of Activities? Ice carvings in front of businesses and in Kellogg park. Booths and activitys alon

What is the Highest Number of People You Expect in Attendance at Any One Time? 3000

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

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

- Main street. vendors and activitys
- Kellogg park - larger ice carvings
- Penniman - Food trucks, food vendors and family fun activities
- Gathering - Vendors and space for dinning

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

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

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

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

Normal Event Schedule (e.g., third weekend in July): week before Super bowl

Next year's specific dates: Feb, 4,5 and 6, 2028

****See section 12.13 for license & insurance requirements for vendors****

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

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

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

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

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

Bike Fence est. 500ft, and Trash carts

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

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

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

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

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

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

a. a Certificate of Insurance must be provided which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.10 for insurance requirements)

b. Event sponsors and participants will be required to sign Indemnification Agreement forms (refer to Policy 12.12).

c. All food vendors must be approved by the Wayne County Health Department, and each food and/or other vendor must provide the City with a Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.13)

d. The approval of this Special Event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Event Policy. The event will be operated in conformance with the Written Confirmation of Approval. (see Policy 12.11 and 12.16)

e. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City, and will promptly pay any billing for City services which may be rendered, pursuant to Policy 12.3 and 12.4.

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

july 22, 2026
Date

Signature of Sponsoring Organization's Agent

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

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

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

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

Signature _____ Date July 22, 2026

Witness _____ Date _____

Name of Event: 45TH ANNUAL PLYMOUTH ICE FESTIVAL
Date: 2/5/27 - 2/7/27
Location: DOWNTOWN

MUNICIPAL SERVICES: Approved Denied (list reason for denial) Initial AC

staffing, fencing, porta-johns, gas hookup for heaters

$250 Bathroom Cleaning Fee Per Day of Event? YES x 3 Days NO

Labor Costs: $7,500.00 Equipment Costs: $2,000.00 Materials Costs $2,500.00

POLICE: Approved Denied (list reason for denial) Initial JEC

1 - SUPERVISOR @ 25 HRS

2 - OFFICERS @ 25 HRS

Labor Costs $ 5950 Equipment Costs $ Materials Costs $

FIRE: Approved Denied (list reason for denial) Initial

4 FF / DAY

Labor Costs $ 3,014 Equipment Costs $ Materials Costs $

HVA: Approved Denied (list reason for denial) Initial

DDA: Approved Denied (list reason for denial) Initial SSP

Labor Costs $ 0 Equipment Costs $ Materials Costs $

RISK MANAGEMENT: Approved Denied (list reason for denial) Initial

Class I – Low Hazard	Event sponsors must provide current Certificate of Insurance naming City of ~~Plymouth/Certificate Holder as 'Additional Insured' including in the Description~~ Box/Area in order to hold an event. Should consider including additional CG2026 when many and/or higher risk vendors are part of the event. Food vendor/service ~~requirements, per Special Event Policy [see sec. 12.13],~~ must also be met for any food/beverage offerings.
Class II – Moderate Hazard	
Class III – High Hazard	
Class IV – Severe Hazard	

Administrative Recommendation

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

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

To: Mayor & City Commission
From: Chris Porman, City Manager
CC: *S:\Manager\Sincock Files\Memorandum - Ann Arbor Road Corridor Text Amendment - First Reading - 09-15-25.docx*
Date: July 28, 2026
RE: Zoning Text Amendment – Ann Arbor Road Corridor – Second Reading

Background

As you may recall, the City Commission held, in September 2025, a first reading of amendments to the Ann Arbor Road Corridor (ARC) zoning district Chapter 78-161 related to the minimum amount of outdoor play area required for childcare centers. This change specifically relates to the Zoning classification of the Ann Arbor Road Corridor (ARC). The City Commission will recall that the ARC is a joint zoning classification in both the City of Plymouth and Township of Plymouth.

The amendments are related to a potential childcare facility at Ann Arbor Road and Main Street. Due to joint zoning in the city and township, our staff have been working with the staff at Plymouth Township to resolve this issue. The administration has worked in tandem with the Township of Plymouth, and while we originally anticipated the Township Board to review/approve this particular suggested amendment last fall, the timing changed and the Township Board of Trustees approved the proposed amendments (enclosed) on July 21, 2026. Due to the delay in the timing on the township end the administration waited to complete the second reading for the enclosed amendments until such time as the township board of trustees completed their approvals. With that complete the administration recommends the City Commission complete the second reading of the amended ordinance change.

The City Planning Commission held the required public hearing for these amendments on **August 13, 2025**, and the City Commission held a first reading, and approved the proposed amendment, in September of last year. A detailed memorandum from Greta Bolhuis is attached, providing additional background information.

Recommendation

The City Administration recommends that the City Commission complete the second and final reading **of** the proposed changes to the Ann Arbor Road Corridor Zoning Ordinance.

A proposed **Resolution** has been prepared and is attached for the City Commission's consideration.

Should you have any questions regarding this matter in advance of the meeting, please contact Greta Bolhuis or I in advance of the meeting.

CITY OF PLYMOUTH
www.plymouthmi.gov
201 S. Main
Plymouth, Michigan 48170
Phone 734-453-1234
Fax 734-455-1892

ADMINISTRATIVE RECOMMENDATION

To: Chris Porman, City Manager
From: Greta Bolhuis, AICP, Planning and Community Development Director
Date: July 24, 2026
Re: Zoning Ordinance Amendments to Section 78-161 – Second Reading

BACKGROUND:

The proposed ordinance amendment updates the outdoor play area requirements for childcare centers within the Ann Arbor Road Corridor (ARC) District. The current ordinance requires 500 square feet of outdoor play area for every child permitted at the facility's maximum licensed capacity. Staff recommends replacing this requirement with a minimum outdoor play area of 3,000 square feet, which is more consistent with neighboring communities and still exceeds State of Michigan licensing requirements.

Currently, the required outdoor play area increases as the maximum licensed capacity increases, irrespective of the physical characteristics of the site. Therefore, the current standard can require outdoor play areas substantially larger than the site can reasonably accommodate, even when the facility otherwise complies with State licensing requirements.

The ordinance already establishes a minimum play area of 3,000 square feet. The amendment simply eliminates the additional requirement of providing 500 square feet for every licensed child while retaining the existing 3,000-square-foot minimum. The retained minimum remains more than twice the 1,200 square feet of outdoor play area required under State licensing regulations (R 400.8125).

The amendment originated from a prospective tenant at 800 W. Ann Arbor Road. During the planning consultant's review of the special land use and site plan, it became apparent that the outdoor play area condition could not be met. This highlighted a broader issue within the ordinance and prompted staff to move forward with an amendment that had applicability throughout the ARC District. As such, this amendment applies only to childcare centers permitted as special land use within the ARC District because this outdoor play area requirement exists only within that district. Childcare centers must continue to satisfy all applicable State licensing requirements as well as the City's site plan requirements including, but not limited to landscaping, traffic circulation, and special land use standards.

The Planning Commission held a public hearing on August 13, 2025, and unanimously recommended approval. The City Commission completed the first reading on September 15, 2025. At city staff's request, Plymouth Township subsequently considered similar amendments, per the intent of the ARC District. The Township Board of Trustees approved comparable language on July 21, 2026.

The proposed zoning ordinance amendments and City Commission meeting minutes are attached for your review. The draft meeting minutes from Plymouth Township are also attached.

SUMMARY OF CHANGES:

Current Ordinance	Proposed Ordinance
500 square feet for each child permitted at maximum licensed capacity	Minimum outdoor play area of 3,000 square feet
Requirement varies based on licensed enrollment	Fixed minimum standard
Significantly exceeds State requirements	Still exceeds State requirements

RECOMMENDATION:

Staff recommends that the City Commission complete a second reading of the proposed zoning ordinance amendments, as presented and approve the same. Staff further recommends the City Commission direct the City Clerk to publish the new ordinance language to be effective the day after publication.

If you have any questions, please contact me directly.

PROPOSED AMENDMENTS

Sec. 78-161. ARC Ann Arbor Road Corridor District.

[...]

(c) *Special land uses.* The following uses may be permitted by the planning commission, subject to the conditions hereinafter imposed for each use, including the review and approval of the site plan by the planning commission; and the imposition of special conditions which, in the opinion of the commission, are necessary to fulfill the purposes of this article; and the procedures and requirements set forth in this article for special land use approval, including a public hearing.

(1) Any other use not specified as a principal permitted use which the planning commission finds to not be inconsistent with the purposes of this article and which will not impair the present or potential use of adjacent properties.

(2) Child care centers not including overnight sleeping facilities, subject to the following conditions:

a. There shall be not less than 3,000 square feet of outdoor play space ~~For each child permitted at the maximum licensed capacity of the facility, there shall be provided and maintained a minimum of 500 square feet of outdoor play area. Such play space shall have a total minimum area of not less than 3,000 square feet~~ and such play space shall be fenced and screened from any adjoining lot in any residential district.

b. All child care facilities shall be registered with or licensed by the State of Michigan where required, and shall comply with the minimum state standards for such facilities, in addition to those standards specified in this article. Proof of compliance shall be provided to the city upon request.

c. Adequate ingress, egress and circulation shall be provided. Vehicles must be able to easily circulate within and through the site to a designated pick-up/drop-off area without impeding circulation on the site or traffic on nearby roads. Adequate stacking space for the pick-up/drop-off area shall be provided.

[...]

Motion by: Sandy Groth Second by: John Stewart

ROLL CALL VOTE:
Ayes: Bob Doroshewitz, John Stewart, Chuck Curmi, Kim Gaedeke, Sandy Groth
Nays: Mark Clinton
Ayes: 5
Nays: 1
Absent: Jen Buckley
Motion passed

7. Text Amendments to Articles 14 and 28 – Child Care Center Outdoor Play Areas, **Resolution #2026-07-21-55,** *Liz Hart, AICP, Township Planner*

Discussion & Action:
Liz Hart – Presented the following to the Board:

- Summarized two proposed text amendments to Articles 14 and 28 regarding outdoor play area standards for childcare centers.
- The amendments would replace the existing requirement of 500 square feet per child with a fixed minimum of 3,000 square feet across all applicable zoning districts.
- The change is intended to align the township with state licensing standards and neighboring communities, as the current requirement is significantly more restrictive.
- Explained that the amendment maintains substantial outdoor play space while reducing a zoning barrier that limits new or expanded childcare facilities.
- The proposal originated from a City of Plymouth review of shared ARC District regulations.
- Planning Commission hearings were held on July 15. The Commission recommended approval of the Article 14 amendment (4–3) and unanimously recommended approval of the Article 28 amendment (7–0).
- Noted the amendment does not eliminate outdoor play requirements or alter state regulations.
- Staff also recommend approval.

Chuck Curmi – Asked if the Township is about 2 times more restrictive than the state with this change.
Liz Hart – Yes, the Township is still around double the requirement compared to what the state requires.
John Stewart – Expressed concerns about potential traffic issues if a childcare center was established at the old Rite Aid and believe a traffic study would be good. Noted that

his wife, Beth, read to the children who attended Primrose in Canton. Having good childcare centers is important.

A motion was made to adopt Resolution #2026-07-21-55, authorizing adoption of text amendments to Zoning Ordinance No. 99, amending Articles 14 and 28 to revise the minimum outdoor play area requirements for childcare centers, as recommended by the Planning Commission.

Motion by: John Stewart Second by: Bob Doroshewitz

ROLL CALL VOTE:
Ayes: Clerk Kim Gaedeke, Supervisor Chuck Curmi, Trustee John Stewart, Treasurer Bob Doroshewitz, Trustee Bill Ikes
Nays: Trustee Mark Clinton, Trustee Sandy Groth,
Ayes: 5
Nays: 2
Motion Passed

G. PUBLIC COMMENT (Limited to 3 Minutes)

Mary Tavarozzi - Expressed concern about the board's handling of Jen Buckley's resignation and lack of transparency with the appointment process.
Chuck Curmi – Commented that state law permits a resignation to be retracted at any time prior to the board's formal acceptance. Once Trustee Buckley moved out of the Township, it prompted her resignation.
Dale Bernhardt - Addressed the board with substantial concerns about data centers considering development within the township. He urged the board to adopt stronger and more comprehensive ordinances, stating that these companies possess considerable financial influence and could potentially exploit existing regulations to the township's detriment. He emphasized that the current moratorium does not provide adequate protection for the community. Dale further noted that although data centers often present themselves as beneficial to local communities, their operations commonly result in adverse impacts. He cited significant issues including noise pollution, excessive water usage, land disruption, and other environmental harms, stressing the need for immediate and decisive regulatory action.

H. BOARD COMMENTS

John Stewart - Expressed appreciation for his colleagues and emphasized the importance of working together. He noted that, despite his experience navigating contentious situations as an attorney and during his six years in the state legislature, some of the most

RESOLUTION

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

WHEREAS The Planning Commission of the City of Plymouth reviewed the proposed zoning ordinance amendments which update Section 78-161 of the City's Zoning Ordinance, and

WHEREAS The Planning Commission held a public hearing on August 13, 2025 to receive public comment about the zoning ordinance amendments, and

WHEREAS At the conclusion of the public hearing, the Planning Commission approved the text amendment and recommended review and approval by the City Commission, and

WHEREAS The City Commission has completed a first reading of the proposed language on September 15, 2025, and

WHEREAS The Plymouth Township Board of Trustees approved comparable language on July 21, 2026.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve the proposed zoning ordinance amendments to Section 78-161.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the City Commission directs the City Clerk to publish the zoning ordinance amendments to be effective the day after publication.

Administrative Recommendation

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

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

To: Mayor & City Commission
From: Chris Porman, City Manager
CC: *S:\Manager\Sincock Files\Memorandum - Ann Arbor Road Corridor Text Amendment - First Reading - 09-15-25.docx*
Date: July 29, 2026
RE: Zoning Text Amendment – Multi-Family Residential Zoning Ordinance Amendment – First Reading

Background

The commission is aware that the Planning Commission has been reviewing ordinances as part of an ongoing effort to work toward the key objective to "Modernize and update ordinances to reflect community vision." This objective is included in Goal Area Four- Attractive, Livable Community in the Commission's Five-Year Strategic Plan. The commission is also aware that the city was awarded a Michigan State Housing Development Authority (MSHDA) grant, in 2025, to offset the cost of modernizing and reviewing our ordinances focused on housing related items especially multi-family housing. The grant funding was extended for one additional year in late winter of 2026.

The enclosed proposed ordinance amendments to Section 78-21 Definitions, and Section 78-191 Notes to Schedule specifically address how density is calculated for properties zoned RM-1 and RM-2 (multi-family). The proposed amendments apply only to multi-family zoned properties and, if adopted, will create consistency between the ordinance language and the Master Plan which is the visionary document for land use adopted by the City Commission in September 2025.

The current ordinance language regulates density, in multi-family districts, by the number of rooms per acre as opposed to the actual number of dwellings (units)per acre, which, is a more accurate reflection of density. The proposed amended language is reflective of industry best practices and standards, is clearer, and more accurately reflects the actual density of a project. The language creates consistency between our ordinances and the adopted Master Plan. Additionally, ordinances that are clear and consistent readily align with the goals of the Redevelopment Ready Communities best practices.

Detailed information from Planning and Community Development Director, Greta Bolhuis, is enclosed for your review in addition to the proposed amendments and the corresponding Planning Commission meeting minutes.

CITY OF PLYMOUTH
www.plymouthmi.gov
201 S. Main
Plymouth, Michigan 48170
Phone 734-453-1234
Fax 734-455-1892

ADMINISTRATIVE RECOMMENDATION

To: Chris Porman, City Manager
From: Greta Bolhuis, AICP, Planning and Community Development Director
Date: July 31, 2026
Re: Zoning Ordinance Amendments to Sections 78-21 and 78-191

BACKGROUND:

An ordinance amendment is proposed to update how density is calculated for properties zoned RM-1 and RM-2 (Multiple-Family Residential). The city's current ordinance regulates density using a room-based formula that determines the maximum number of rooms permitted on a site rather than establishing a maximum number of dwelling units per acre. Staff is recommending replacing this outdated methodology with a direct dwelling unit per acre standard that is consistent with the 2025 Master Plan.

The amendment originated through the Planning Commission's sub-committee, which has been reviewing opportunities to update and modernize the residential zoning ordinances. This sub-committee is supported by a Michigan State Housing Development Authority (MSHDA) grant.

As the MSHDA grant sub-committee continued their discussions, a prospective purchaser of property located at 195 S. Mill Street contacted the city regarding a small multi-family redevelopment proposal. During staff's review of the concept, it became apparent that the city's room-based density calculation made the project unviable. This prompted staff to advance the broader ordinance amendment already under discussion.

Unlike most neighboring zoning ordinances, the city does not regulate multi-family development by establishing a maximum number of dwelling units per acre. Instead, the ordinance regulates the total number of "rooms" permitted on a property. Because multi-family dwellings may contain different numbers of rooms, the same property may accommodate significantly different numbers of dwelling units depending on the unit mix proposed. For example, if the resulting maximum number of rooms is 12, the ordinance would allow 6 one-bedroom units, 4 two-bedroom units, or 3 three-bedroom units. See additional examples on subsequent pages.

Staff believes the proposed methodology is easier for property owners, developers, residents, Planning Commissioners, and City Commissioners to understand because it regulates density using dwelling units per acre, which is the industry standard used by most Michigan communities and is consistent with the City's Master Plan.

The amendment is not intended to increase the residential densities contemplated by the Master Plan. Rather, it replaces an outdated room-based calculation with a straightforward dwelling-unit-per-acre standard that reflects the densities already established in the City's adopted Master Plan (18 units per acre in RM-1 and 27 units per acre in RM-2).

The Planning Commission reviewed the amendments over four meetings between April and July 2026. During that review, Commissioners requested additional maps, comparisons between the current and proposed density calculations, clarification of rounding methods, and revisions to improve consistency within the ordinance. Following a public hearing on July 15, 2026, the Planning Commission unanimously recommended approval with one minor grammatical revision.

The proposed zoning ordinance amendments have been reviewed by the City Attorney and are attached for your review. Planning Commission meeting minutes are also attached.

SUMMARY OF CHANGES:

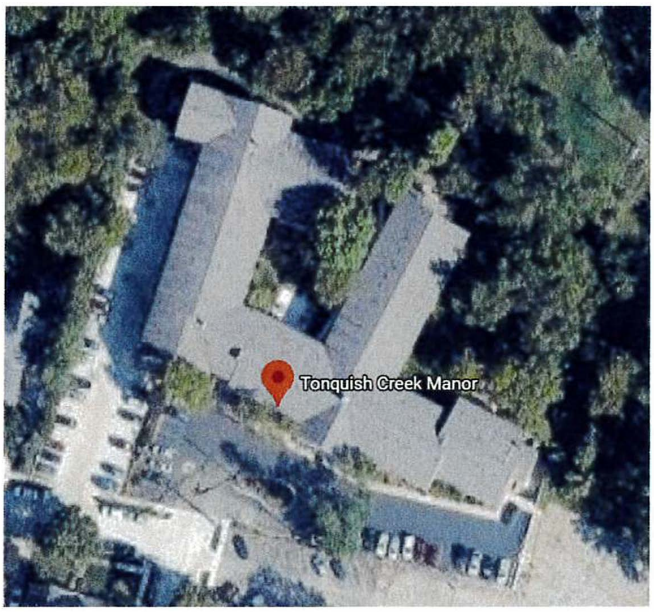
Current Ordinance	Proposed Ordinance
Density regulated by total number of rooms	Density regulated by dwelling units per net acre
Room-based formula	18 units/acre (RM-1); 27 units/acre (RM-2)
Difficult to predict number of units	Easy to calculate permitted density
Uses multiple apartment definitions to determine unit size and density	Uses standard unit-per-acre methodology
Not consistent with modern zoning best practices	Consistent with the City's Master Plan

RECOMMENDATION:

Staff recommends that the City Commission complete a first reading of the proposed zoning ordinance amendments, as presented and approve the same. Staff further recommends the City Commission set the second reading of the proposed language at the next regular City Commission meeting.

If you have any questions, please contact me directly.

EXAMPLE 1: TONQUISH CREEK MANOR



Current Number of Units: 104

Current Zoning: RM-2

Area of Property (in Acres): 1.890 acres

Area of Property (in Square Feet): 82,328.4 square feet

Current Room Calculation: 82,328.4 s.f. ÷ 900 = 91.476 rooms (round down to 91 rooms)

Type of Unit		Number of Rooms		1160 Sheridan Unit Configuration Options
Efficiency apartment unit	=	1 room		91 rooms ÷ 1 room = 91 efficiency apartment units* *no more than 10% of the units could be efficiencies
One-bedroom unit	=	2 room		91 rooms ÷ 2 rooms = 46 one-bedroom units
Two-bedroom unit	=	3 rooms		91 rooms ÷ 3 rooms = 30 two-bedroom units
Three-bedroom unit	=	4 rooms		91 rooms ÷ 4 rooms = 23 three-bedroom units
Four-bedroom unit	=	5 rooms		91 rooms ÷ 5 rooms = 18 four-bedroom units

Proposed Maximum Dwelling Unit Calculation (27 dwelling units per net acre): 27 x 1.890 acres = 51.03 dwelling units (round down to 51 dwelling units)

The proposed maximum dwelling units are more than half the current number of dwelling units.

EXAMPLE 2: APARTMENT BUILDING ON BLANCHE



Current Number of Units: 17

Current Zoning: RM-1

Area of Property (in Acres): 0.532 acres

Area of Property (in Square Feet): 23,173.92 square feet

Current Room Calculation: 23,173.92 s.f. ÷ 1,300 = 17.826 rooms (round up to 18 rooms)

Type of Unit		Number of Rooms		301 Blanche Unit Configuration Options
Efficiency apartment unit	=	1 room		18 rooms ÷ 1 room = 18 efficiency apartment units* *no more than 10% of the units could be efficiencies
One-bedroom unit	=	2 room		18 rooms ÷ 2 rooms = 9 one-bedroom units
Two-bedroom unit	=	3 rooms		18 rooms ÷ 3 rooms = 6 two-bedroom units
Three-bedroom unit	=	4 rooms		18 rooms ÷ 4 rooms = 5 three-bedroom units
Four-bedroom unit	=	5 rooms		18 rooms ÷ 5 rooms = 4 four-bedroom units

Proposed Maximum Dwelling Unit Calculation (18 dwelling units per net acre): 18 x 0.532 acres = 9.576 dwelling units (round up to 10 dwelling units)

The proposed maximum dwelling units are roughly half the current number of dwelling units.

EXAMPLE 3: TRIPLEX ON JUNCTION



Current Number of Units: 3

Current Zoning: RM-1

Area of Property (in Acres): 0.147 acres

Area of Property (in Square Feet): 6,403.32 square feet

Current Room Calculation: 6403.32 s.f. ÷ 1,300 = 4.925 rooms (round up to 5 rooms)

Type of Unit		Number of Rooms		1460 Junction Unit Configuration Options
Efficiency apartment unit	=	1 room		5 rooms ÷ 1 room = 5 efficiency apartment units* *no more than 10% of the units could be efficiencies
One-bedroom unit	=	2 room		5 rooms ÷ 2 rooms = 3 one-bedroom units
Two-bedroom unit	=	3 rooms		5 rooms ÷ 3 rooms = 2 two-bedroom units
Three-bedroom unit	=	4 rooms		5 rooms ÷ 4 rooms = 1 three-bedroom units
Four-bedroom unit	=	5 rooms		5 rooms ÷ 5 rooms = 1 four-bedroom units

Proposed Maximum Dwelling Unit Calculation (18 dwelling units per net acre): 18 x 0.147 acres = 2.646 dwelling units (round up to 3 dwelling units)

The proposed maximum dwelling units are the same as the current number of dwelling units.

PROPOSED AMENDMENTS

Section 78-21. – Definitions.

Apartment means a suite of rooms in a multiple-family ~~building~~ dwelling arranged and intended for a place of residence of a single-family or a group of individuals living together as a single housekeeping unit.

Apartment, efficiency, is a dwelling unit consisting of not more than one room in addition to a kitchen and necessary sanitary facilities.

~~*Apartment, one-bedroom unit,* is a dwelling unit containing a minimum floor area of at least 450 square feet, consisting of not more than three rooms in addition to a kitchen and necessary sanitary facilities.~~

~~*Apartment, two-bedroom unit,* is a dwelling unit containing a minimum floor area of at least 600 square feet, consisting of not more than four rooms in addition to a kitchen and necessary sanitary facilities.~~

~~*Apartment, three-or-more-bedroom unit,* is a dwelling unit wherein for each room in addition to the four rooms permitted in a two-bedroom unit, there shall be provided an additional area of 150 square feet to the minimum floor area of 600 square feet.~~

~~*Room* means, for the purpose of determining lot area requirements and density in a multiple-family district, a living room, dining room or bedroom, equal to minimum standards as required by the State of Michigan Building and Residential Codes. A room shall not include the area in kitchen, sanitary facilities, utility provisions, corridors, hallways and storage. Plans presented showing one-, two- or three-bedroom units and including a den, library or other extra room shall count such extra room as a bedroom for the purpose of computing density.~~

Net acre means, for the purpose of determining density in a multi-family district, the total area of a zoning lot measured in acres exclusive of the public rights-of-way and/or private streets of either interior or bordering streets.

Section 78-191. – Notes to schedule.

(c) ~~The total number of rooms in a multiple dwelling structure of two stories or less shall not be more than the area of the parcel, in square feet, divided by 1,300. The total number of rooms in a multiple dwelling of over two stories but not exceeding four stories shall not be more than the area of the parcel, in square feet, divided by 900. Not more than ten percent of the units on any given parcel may be of an efficiency apartment type. For the purpose of computing rooms, the following shall control:~~

~~Efficiency apartment unit~~	~~=~~	~~1 room~~
~~One-bedroom unit~~	~~=~~	~~2 room~~
~~Two-bedroom unit~~	~~=~~	~~3 rooms~~
~~Three-bedroom unit~~	~~=~~	~~4 rooms~~
~~Four-bedroom unit~~	~~=~~	~~5 rooms~~

~~Plans presented showing one-, two-, or three-bedroom units and including a den, library, or other extra room shall count such extra rooms as a bedroom for the purpose of computing density.~~

~~The area used for computing density shall be the total site area exclusive of any dedicated public right-of-way of either interior or bordering streets.~~

Multiple-family dwellings that are two-stories tall or less are permitted at a density of up to eighteen (18) dwelling units per net acre. Multiple-family dwellings that are three- or four-stories tall are permitted at a density of up to twenty-seven (27) dwelling units per net acre. The standard rounding convention of half round up shall apply. Not more than ten percent (10%) of the units may be of an efficiency apartment type.

(l) A minimum lot size of not less than 10,000 square feet shall be provided for any multiple-family dwelling sites.

RESOLUTION

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

WHEREAS The Planning Commission of the City of Plymouth reviewed the proposed zoning ordinance amendments which update Sections 78-21 and 78-191 of the City's Zoning Ordinance, and

WHEREAS The Planning Commission held a public hearing on July 15, 2026 to receive public comment about the zoning ordinance amendments, and

WHEREAS At the conclusion of the public hearing, the Planning Commission approved the text amendment and recommended review and approval by the City Commission, and

WHEREAS The City Commission has completed a first reading of the proposed language.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the proposed zoning ordinance amendments to Sections 78-21 and 78-191.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the City Commission will hold a second reading of the proposed zoning ordinance amendments at their next regular meeting.

Administrative Recommendation

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

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

To: Mayor & City Commission
From: Chris S. Porman, City Manager
CC: *S:\Manager\Porman Files\Memorandum - Intergovernmental Agreement with Wayne County Parks Millage - PCC Lighting - 08-03-26.docx*
Date: July 29, 2026
RE: Intergovernmental Agreement with Wayne County Park Millage Funds

BACKGROUND:

The City Commission may be aware that Wayne County returns a small portion of the County Parks Millage back to the local communities. This program would allow the local community to determine their own park's needs, which in our case are identified by the City Recreation Master Plan.

This is "County Money" because it has been collected from our taxpayers as a County Parks millage for improvements to the County Parks. The County has chosen to make a small "grant" back to each community, based on a percentage of what was collected in that community. For the County to give a grant to another taxing unit it is necessary to execute an Intergovernmental Agreement with the County for the $24,534.00 worth of improvements to our recreational facilities. In the past, this funding has been used for everything from portable bleachers, to repairing the lights at Massey Field, to other needs in our parks or at the Cultural Center.

The plan this year is to use these funds to continue the upgrading of the lighting in the arena side of the building, and this year, specifically the area above the bleachers. This would replace the first-generation LED lights that are reaching the end of their useful life. In addition, we would like to continue replacing tables and chairs used for elections, rentals, events, etc. This proposed authorization does not approve the expenditure of the lights or tables, but merely the agreement with the County. The approval for the lights and tables/chairs will come before you later.

The County's Corporate Counsel Office sent over a contract for the City to execute. This Agreement has been reviewed by the City Attorney as well. The contract is "boiler plate" from Wayne County and is basically the same contract that we approve each year. We will need to have the agreement approved by Resolution of the City Commission and signed by the mayor.

RECOMMENDATION:

The City Administration recommends that the City Commission adopt the proposed Intergovernmental Agreement with Wayne County for the use of County Parks Millage funds.

We have attached a proposed Resolution for the City Commission to consider regarding this matter. If you have any questions regarding this matter in advance of the meeting, please feel free to contact either Steve Anderson or

RESOLUTION

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

WHEREAS The City of Plymouth and the County of Wayne are two separate Governmental Units, and

WHEREAS They have chosen to enter into an Intergovernmental Agreement for improvements to City's Recreational facilities at the Plymouth Cultural Center, and

WHEREAS Funding for this project is from the Wayne County Parks Tax Millage and the County is returning a small portion of the tax money generated by the City of Plymouth Properties to the City for improvements to Parks and Recreation facilities.

NOW THEREFORE BE IT RESOLVED THAT The City Commission of the City of Plymouth does hereby authorize the mayor to execute the documents titled Agreement between the County of Wayne and the City of Plymouth for upgrades to the lighting systems in addition to the purchase of tables and chairs at the Plymouth Cultural Center. This agreement is to have the County provide $24,534.00 to assist the city with those improvements.

CITY OF PLYMOUTH

www.plymouthmi.gov

Recreation Department
Plymouth Cultural Center
525 Farmer
Plymouth, MI 48170

Phone 734-455-6620

Memo

To: Chris Porman, City Manager

From: Steve Anderson, Recreation Director

CC:

Date: 7/28/2026

Re: Intergovernmental Agreement (IGA) - Wayne County Park Millage Funds

---

As you are aware, Wayne County has once again allocated a portion of the Wayne County Parks Millage funds back to local communities for recreational capital improvements. The City of Plymouth's allocation for this budget year is **$24,534.00**.

Traditionally, these funds have been used to support capital improvements that would otherwise be funded through the Recreation Capital Improvement Fund. This year, we are proposing to replace the first-generation LED lighting above the arena bleachers at the Plymouth Cultural Center, as these fixtures are reaching the end of their useful life. We also plan to replace worn tables and chairs used throughout the Cultural Center. These furnishings are essential for elections, community events, and daily public use.

The attached Wayne County Intergovernmental Agreement (IGA) is substantially the same as agreements approved in previous years and has been forwarded to the City Attorney for review.

The City's costs associated with this project would be limited to:

- Installation of the standard Wayne County-required project signage outside the Cultural Center, at an estimated cost of less than **$500.00**.
- Any purchase costs exceeding the grant amount, which would be paid from the Recreation Fund. As in prior years, we anticipate spending slightly above the grant amount to ensure the full allocation is utilized.

Project expenses will initially be paid from the Recreation Capital Improvement Fund (Fund 408) and reimbursed through the Wayne County Parks Millage program. We anticipate completing all purchases during the 2026–27 budget year. A project summary, quotes, and specifications are included as part of the attached IGA.

Staff recommends that the City Commission approve the attached Intergovernmental Agreement to accept **$24,534.00** in Wayne County Parks Millage funding for recreational capital improvements at the Plymouth Cultural Center.

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

AGREEMENT

between

THE CHARTER COUNTY OF WAYNE

and

THE CITY OF PLYMOUTH

for

Improvements to

PLYMOUTH CULTURAL CENTER

FY 2025-2026

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EXHIBIT A: LEGAL DESCRIPTIONS A-1
EXHIBIT B: PROJECT DESCRIPTIONS B-1
EXHIBIT C: SIGNAGE SPECIFICATIONS C-1
EXHIBIT D: INSURANCE COVERAGES D-1

THIS AGREEMENT ("Agreement") is between the County of Wayne, Michigan, a public body corporate and Home Rule Charter County, acting through its Department of Public Services, Parks Division (hereinafter the "County") and the City of Plymouth, a Michigan municipal corporation (hereinafter "City").

1. PURPOSE

1.01 The County and City have an interest in entering into cooperative parks and recreation projects that are mutually beneficial to the citizens of Wayne County.

2. SCOPE OF THE PROJECT

2.01 The County will cooperatively fund the construction of improvements (the "Project") at Plymouth Cultural Center, located in the City (individually, "Site" or collectively, "Sites"), for the citizens of Wayne County, at the location(s) described in **Exhibit A** attached hereto and made a part hereof. The County will finance any improvements agreed upon by the Chief Executive Officer for the County or his/her designee and the Mayor of the City or his/her designee, in creation of the Project under the limitations indicated in Sections 3, 4 and 5.

3. TERM OF CONTRACT

3.01 The term of this Agreement shall commence upon approval by the Wayne County Commission and **shall terminate on September 13, 2026 at 11:59 p.m.**

3.02 If City fails to complete the Project by the termination date as stated in Section 3.01, the parties agree that the County shall be under no further obligation to provide any remaining funds committed hereunder.

4. COUNTY'S COVENANTS

4.01 The County will assist in funding construction of the Project described in **Exhibit B** attached hereto and made a part hereof. The FY 2025-2026 funding provided by the County for the recreational Project **shall not exceed Twenty Four Thousand Five Hundred Thirty Four Dollars ($24,534).**

5. CITY'S COVENANTS

5.01 Prior to construction of any portion of the Project, City shall provide the County with documents evidencing title to each Site, including, but not limited to, deeds, assignments, leases, land contracts, and mortgage instruments. The documents must specify all covenants, restrictions, easements, or other encumbrances on each Site.

5.02 City warrants that it is the legal owner with good, valid, and clear title to each Site and that each Site is accurately described in **Exhibit A.** City shall hold harmless and defend the County against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including but not limited to, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to an action by a third party to quiet title in any Site described in **Exhibit A.**

5.03 City shall keep accurate records and account of the Project costs that shall be accessible for inspection and audit by a representative of the County.

5.04 City shall submit to the County no more frequently than once every 30 days, a certified application for reimbursement of acceptable Project costs together with all contractor and

subcontractor certified invoices and any required supporting documentation for reimbursement, which shall be made upon receipt and approval of the application for reimbursement. The County is under no obligation to reimburse City for any unapproved costs or costs outside the scope of this Agreement.

5.05 City shall be responsible for financing the Project beyond the financial commitment the County has made as indicated in Section 4.01.

5.06 City shall operate and maintain improvements for public recreation, and that it shall allow each park to be open to the public on equal and reasonable terms and that no individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age or handicap.

5.07 City agrees that in consideration of the financial commitment that the County is providing for the Project, City shall operate each Site as a recreational facility for no less than ten (10) years after the Project is completed.

5.08 City will develop signage at its own expense, which recognizes the County as a donor at each Site. The signage shall comply with the specifications described in **Exhibit C** attached hereto and made a part hereof. The County shall have the right to approve the signage. Such approval will not be unreasonably withheld or delayed. City shall install the signage prior to the Project's completion.

5.09 City agrees to provide the County with an opportunity to participate in planning any press conference, ribbon cutting ceremony, opening ceremony, or other public/media announcement related to the Project ("media event"). City further agrees to provide the County with no less than thirty (30) days prior written notice of a proposed media event.

5.10 Breach of any of the provisions contained in this Article may be regarded as a material breach of this Agreement.

6. TERMINATION

6.01 This Agreement can be terminated by either party with or without cause upon thirty (30) days written notice, prior to commencing construction. If terminated prior to commencing construction of the Project, each party is solely responsible for its own costs, fees, and obligations incurred prior to the termination.

6.02 After the Project's construction is commenced, the County may terminate this Agreement with or without cause and shall be responsible for expenses previously approved by the County and incurred by City, not to exceed the amount stated in Section 4.01.

6.03 City may terminate this Agreement, with or without cause, after construction is commenced and shall return to the County any funding provided by the same under this Agreement.

6.04 This Agreement shall terminate if any Site is not operational and regularly open to the public.

7. DATA TO BE FURNISHED

7.01 City must maintain copies of all information, books, data, reports, records, etc., related to the Project. Such information and records shall be maintained for a period of three (3) years from the date City receives its final reimbursement payment under this Agreement.

7.02 Upon the request of the County or its authorized representative, including its Legislative Auditor General, City must furnish, without charge, copies of all information, books, records, data, reports, etc., of City, or any contractors, subcontractors, consultants or agents rendering or furnishing services under this Agreement, whether direct or indirect, that will permit adequate evaluation or audit of the services provided by City or any of its contractors, subcontractors, consultants or agents. City must include a similar covenant allowing for County audit in any agreement it has with a contractor, subcontractor, consultant or agent related to this Agreement. The County may delay reimbursement payments to City pending the results of any such audit without penalty or interest.

7.03 The County may schedule conferences at mutually convenient times with City administrative personnel to gather the information. If, as a result of any audit conducted by or for the County relating to City's performance under this Agreement, a discrepancy should arise as to the amount of compensation due City, City shall pay to the County on demand the amount of compensation in question. If City fails or refuses to make payment, in addition to other legal remedies available to the County, the County may retain said amount from any funds allocated to City but not yet disbursed under this Agreement or may offset such a deficiency against the compensation to be paid City in any concurrent, successive or future agreements between the parties.

7.04 City further acknowledges the right of the Wayne County Commission as a third-party beneficiary of this Agreement to sue for specific performance to enforce the audit rights provided herein for the Legislative Auditor General.

8. ADMINISTRATION

8.01 City must inform the County as soon as the following types of conditions become known:

A. Probable delays or adverse conditions which do or may materially prevent meeting the objectives of this Agreement, including changes, transfer, or assignment of any real property interest related to any Site;

B. Favorable developments or events that enable meeting time schedules or goals sooner than anticipated; or

C. Any changes or modifications in appropriations and funding for the Project.

9. RELATIONSHIP OF PARTIES

9.01 The parties are independent entities. No liability or benefits, such as Workers' Compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agents, contractors, subcontractors, or employees as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agents, employees, contractors, or subcontractors.

10. INSURANCE

10.1 City will require that all contractors undertaking work on the Project abide the terms, and provide insurance coverage in said amounts, as set forth in **Exhibit D**.

10.2 All insurance and bonds shall name the Charter County of Wayne and the City as insured or beneficiary.

11. HOLD HARMLESS

11.01 City agrees to remain responsible for its own negligence, or tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, contractors, subcontractors, consultants, or agents. It is agreed that the County is merely acting as a funding source for the Project and that any negligence, or tortious acts, errors, or omissions on the part of the County shall only arise out of providing these funds or processing reimbursement requests made by City as submitted pursuant to Section 5.04.

11.02 This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or City or any of their agencies, or employees, as provided by statute or modified by court decisions.

12. LIABILITY

12.01 The County does not assume and is not responsible for, payment of any debt service, lien, or encumbrance, including, but not limited to, mortgage, promissory note, land contract, or other obligation, incurred prior to the signing or during the term of this Agreement.

12.02 This Agreement is not intended to create beneficial rights in any third party other than the Wayne County Commission. This Agreement is entered into for the sole benefit of the parties to this Agreement.

13. ENVIRONMENTAL MATTERS

13.01 City warrants to the County that City will not use Hazardous Materials (as defined in Section 13.06) at any Site in violation of any governmental regulation pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

13.02 City warrants that it is not in violation of governmental regulations pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at any Site, and, to the best of City's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects a Site.

13.03 City will keep each Site free of Hazardous Materials except to the extent that the Hazardous Materials are stored or used in compliance with applicable local, state and federal

regulations. City must not cause or permit any Site to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with governmental regulations. City shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of City, any tenant, subtenant or occupant, the release, spill, leak or emission of Hazardous Materials at any Site or onto any other contiguous property.

13.04 Prior to commencing the Project, City must conduct and complete or cause to be conducted and completed an investigation, including a comprehensive environmental audit, studies, sampling, and testing, as the County deems necessary. A copy of any environmental audit, study, sampling or testing shall be provided to the County within ten (10) working days of City's receipt of such audit, study, sampling or testing. If the audit reveals the existence of any Hazardous Material at any Site, City shall immediately disclose the findings to the County. If the County decides to proceed with the Project, City shall do or cause to be done all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Site as required by all applicable governmental regulations, to the satisfaction of the County, and according to all federal, state and local governmental authorities. Any audit conducted by the County is solely for the benefit, protection, and interest of the County. City or any third party cannot rely upon the audit conducted by the County for any purpose.

13.05 It is agreed that the County is merely acting as a funding source for the Project and that the County shall only be responsible for providing these funds and processing reimbursement requests made by City as submitted pursuant to Section 5.04. Therefore, the County shall not be responsible for any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to:

A. The presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Site or the soil, water, vegetation, buildings, personal property, persons or animals;

B. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials at a Site;

C. Any lawsuit brought or threatened, settlement reached or government order relating to the Hazardous Materials with respect to a Site;

D. Any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of any mortgage, which are based on or related to the Hazardous Materials used at a Site;

E. This section applies to the presence, disposal, release, leakage, or threatened release of any Hazardous Materials prior to the effective date of this Agreement.

13.06 Hazardous Material means any material or substance:

A. Which is or becomes defined as a hazardous substance, pollutant, or contaminant pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et. seq.) and any amendments thereto and regulations pursuant thereto;

B. Containing gasoline, oil, diesel, fuel, or other petroleum products;

C. Which is or becomes defined as hazardous waste pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901 et. seq.) and any amendments thereto and regulations pursuant thereto;

D. Containing polychlorinated biphenyl;

E. Containing asbestos;

F. Which is radioactive;

G. The presence of which requires investigation or remediation under any governmental regulation; or

H. Which is or becomes defined as a hazardous waste, hazardous substance, pollutant, contaminant, or biologically hazardous material under any governmental regulation.

14. COMPLIANCE WITH LAWS

14.01 Each party must comply with and must require its employees to comply with all applicable laws and regulations.

14.02 City must construct and develop the Project or cause the Project to be constructed and developed according to applicable local, state and federal laws.

15. AMENDMENTS

15.01 No amendment to this Agreement is effective unless it references this Agreement, is written and signed by duly authorized representatives of both parties and approved by resolutions adopted by the Plymouth City Commission and the Wayne County Commission.

16. NONDISCRIMINATION PRACTICES

16.01 City shall require that all contractors, subcontractors, consultants and agents retained to perform work related to this Agreement comply with:

A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to these Titles.

B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).

C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).

D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.

E. The Elliot-Larson Civil Rights Act (P.A. 1976 No. 453)

F. The Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).

G. The anti-discrimination provisions as required by Section 120-192 of the Wayne County Code of Ordinances.

16.02 All contractors, subcontractors, consultants and agents retained by City to perform work related to this Agreement shall not:

A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.

B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, familial status, height or weight.

C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.

D. Except as permitted by rules and regulations promulgated pursuant to Section 120-192 of the Wayne County Code of Ordinances, or applicable state or federal law, make or use a written or oral inquiry or form of application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight, of prospective employees. City also shall not make or keep a record of that information or disclose such information.

E. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap, or sex.

16.03 City agrees that it will notify all of its contractors, subcontractors, consultants, or agents of their obligations relative to non-discrimination under this Agreement when soliciting the contractor, subcontractor, consultant, or agent. City will include the provisions of this Article in any contract, as well as provide the County with a copy of any agreement with a contractor, subcontractor, consultant, or agent completing work related to this Agreement.

16.04 All contractors, subcontractors, consultants and agents retained by City to perform work related to this Agreement shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight. This Section does not apply if it is determined by the County Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon City.

16.05 Breach of any of the covenants in this Article may be regarded as a material breach of this Agreement.

16.06 City acknowledges the right of the County Director of Human Relations to sue to enforce the provisions in this Article.

16.07 If City or any of its contractors, subcontractors, consultants, or agents does not comply with the non-discrimination provisions of this Agreement, the County may impose sanctions, as it determines to be appropriate, including but not limited to the cancellation, termination or suspension of this Agreement, in whole or in part.

16.08 In the event that City is or becomes subject to federal or state law which conflicts with the requirements of Section 120-192 of the Wayne County Code of Ordinances, the provisions of federal or state law shall apply and this Agreement shall be interpreted and enforced accordingly. In accordance with the Elliot-Larson Civil Rights Act, P.A. 1976 No. 453, as amended, MCL 37.2101 *et seq.*, City covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, weight, height, or marital status, and to require a similar covenant on the part of any contractor, subcontractor, consultant, or agent employed in the performance of this Agreement.

17. ETHICS IN CONTRACTING

17.01 City and all of its contractors must comply with Article 12 of Chapter 120 of the Wayne County Code of Ordinances governing "Ethics in Public Contracting" or any similarly existing City ordinances.

18. NOTICES

18.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:

If to City:
City of Plymouth
Recreation Department
Plymouth Cultural Center
525 Farmer
Plymouth, Michigan 48170

If to the County:
Director of Parks
Wayne County Parks
33175 Ann Arbor Trail
Westland, Michigan 48185
and
Director
Wayne County Department of Public Services
400 Monroe, Suite 300
Detroit, Michigan 48226

18.02 All notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

18.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

19. WAIVER OF ANY BREACH

19.01 No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach constitutes a waiver of any breach of term. No

waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

20. SEVERABILITY OF PROVISIONS

20.01 If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

21. MERGER CLAUSE

21.01 This Agreement, including the Exhibits contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth in this Agreement. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth herein.

21.02 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

22. JURISDICTION AND LAW

22.01 This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. Each party consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. Each party will not commence any action against the other because of any matter arising out of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Court of Claims, the Michigan Supreme Court or the Michigan Court of Appeals.

23. MISCELLANEOUS

23.01 It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

23.02 The parties agree that upon termination of this Agreement, the following sections shall survive termination and shall remain in full force and effect: 5.02; 11; 12; 13; 14 and 22.

23.03 The term "County" includes the Charter County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents, and employees.

23.04 This Agreement must not be construed as a waiver of any governmental immunity by the County or City, or any of their agencies, or employees, has as provided by statute or modified by court decisions.

23.05 The headings of the articles in this Agreement are for convenience only and must not be used to construe or interpret the scope or intent of this Agreement or in any way affect this Agreement.

24. AUTHORIZATION AND CAPABILITY

24.01 This Agreement has been approved, as evidenced by the attached Resolutions adopted by the Plymouth City Commission and the County Commission. Copies of such resolutions shall be attached to this Agreement.

24.02 Each party warrants that the person signing this Agreement is authorized to sign on behalf of its principal and is empowered to bind its principal to this Agreement.

25. SIGNATURE

25.01 The County and City, by their authorized officers and representatives have executed this Agreement as of the dates written below.

[SIGNATURES ON THE FOLLOWING PAGES]

City of Plymouth
Plymouth Cultural Center

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

APPROVED AS TO FORM

By: Patricia Moore

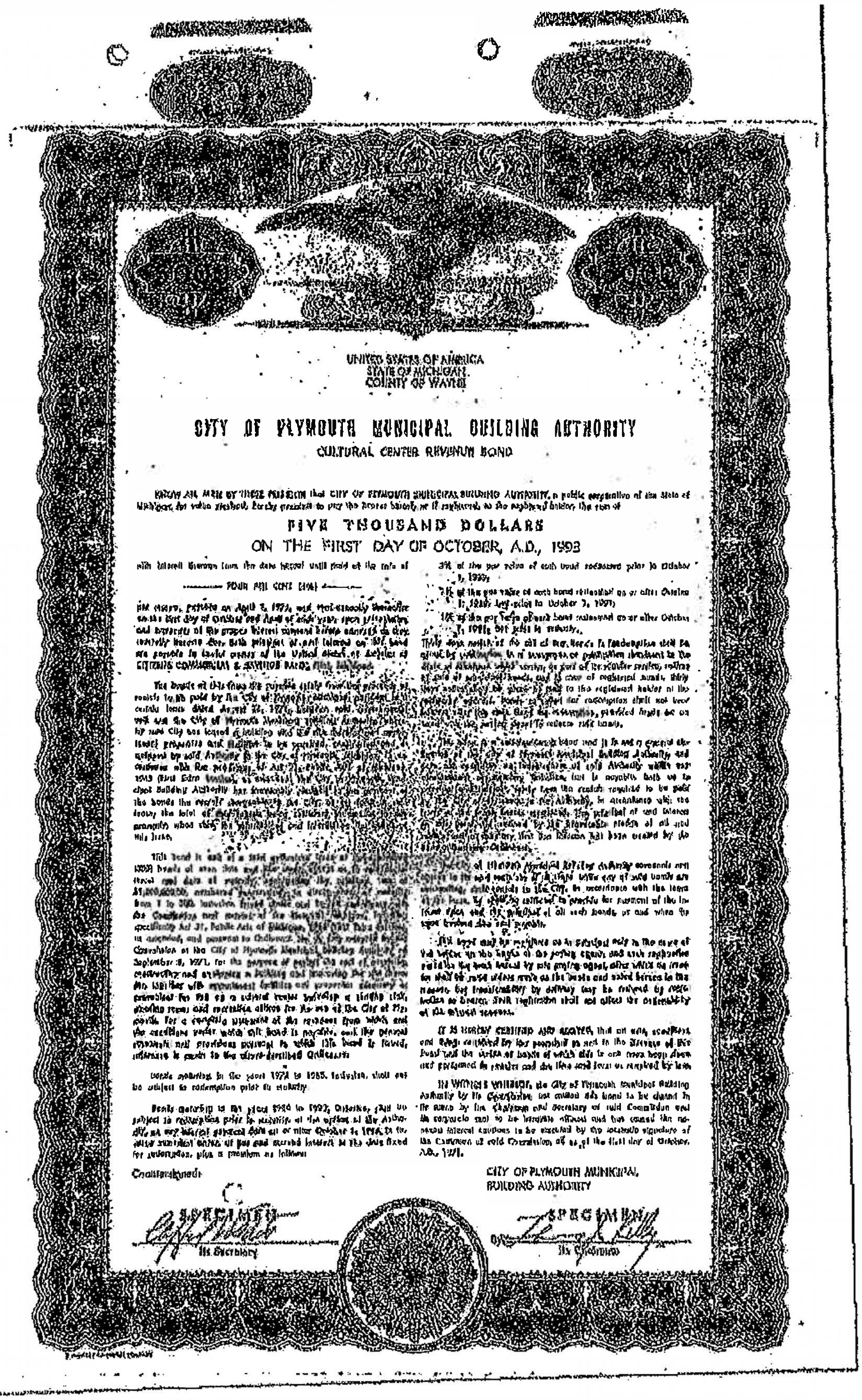
DEPT. OF CORPORATION COUNSEL

7/13/2026

City of Plymouth
Plymouth Cultural Center

Plymouth City Commission approved and execution authorized by Resolution No. _____ Date: _____	CITY OF PLYMOUTH By: _____ **Linda Filipczak** Its: Mayor Date: _____

EXHIBIT A: LEGAL DESCRIPTIONS


UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF WAYNE

CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY
CULTURAL CENTER REVENUE BOND

FIVE THOUSAND DOLLARS
ON THE FIRST DAY OF OCTOBER, A.D., 1993

CITY OF PLYMOUTH MUNICIPAL
BUILDING AUTHORITY

MUNICIPAL BUILDING AUTHORITY MINUTES

Wednesday, September 8, 1971

A meeting of the Municipal Building Authority of the City of Plymouth was held in the City Hall on Wednesday, September 8, 1971, at 6:30 P.M.

PRESENT: Herbert Burley, William C. Hartmann, John M. Roben, Clifford W. Tait and Thomas J. Kelly

ABSENT: None

OTHERS PRESENT: Eugene S. Slider, City Clerk

Moved by Mr. Hartmann and supported by Mr. Burley that the minutes of August 26, 1971, be approved as printed. Carried unanimously.

The City Clerk presented a proposed Bond Authorizing Ordinance, as prepared by the City's Bonding Counsel (Miller Canfield Paddock & Stone) for the purpose of financing a Community Cultural Recreational Center. After reading and review, it was moved by Mr. Burley and supported by Mr. Tait that the following Ordinance be adopted:

"ORDINANCE NO. 5

AN ORDINANCE PROVIDING FOR THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A BUILDING AND IMPROVEMENT OF THE SITE THEREFOR, TOGETHER WITH APPURTENANT FACILITIES, BY THE CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY FOR THE USE OF THE CITY OF PLYMOUTH; PROVIDING FOR THE ISSUANCE OF REVENUE BONDS TO DEFRAY THE COST THEREOF; AND PROVIDING FOR OTHER MATTERS RELATIVE TO SAID IMPROVEMENTS AND THE SAID BONDS.

PREAMBLE

WHEREAS, the City of Plymouth Municipal Building Authority (hereinafter referred to as the "Authority"), has been duly incorporated by the City of Plymouth, a public corporation of the State of Michigan, pursuant to the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, for the purpose of acquiring, furnishing, equipping, owning, improving, enlarging, operating and maintaining a building or buildings, or additions to buildings, automobile parking lots and structures,

recreational facilities, and the necessary site or sites therefor, together with appurtenant properties and facilities necessary or convenient for the effective use thereof for any legitimate public purpose, of the City of Plymouth; and

WHEREAS, the authority, pursuant to Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, and its Articles of Incorporation, proposes to acquire, construct and equip a building and acquire and improve the site therefor, together with appurtenant facilities and properties necessary or convenient for the use by the City of Plymouth as a cultural center including a skating rink, meeting rooms and recreation offices, said building to be located on the site described and set forth in the Exhibit A of the hereinafter described lease; and

WHEREAS, the total cost of acquiring, constructing and equipping said building and improving the site therefor is estimated to be the sum of One Million Five Hundred Thousand ($1,500,000.00) Dollars; and

WHEREAS, the Authority proposes, in accordance with the authorization contained in Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, to provide at this time for the issuance of revenue bonds in the aggregate principal sum of One Million Five Hundred Thousand ($1,500,000.00) Dollars to finance the cost of acquiring, constructing, equipping and improving said facility as specified in the lease hereinafter described; and

WHEREAS, said Authority and the City of Plymouth have entered into a written lease of said facility and the site therefor, which said lease was approved by the City Comission of the City of Plymouth on August 25th, 1971, is dated August 26th, 1971, and provides for the payment of rentals by the City of Plymouth fully sufficient to pay the principal and interest on the bonds authorized by this Ordinance.

NOW, THEREFORE, THE CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY HEREBY ORDAINS:

DEFINITIONS

Section 1. Wherever used in this Ordinance or in the preambles hereto or the bonds to be issued hereunder, except where

otherwise indicated by context;

(a) The term "Authority" shall be construed to mean the City of Plymouth Municipal Building Authority organized pursuant to the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended.

(b) The term "City" shall be construed to mean the City of Plymouth, Michigan.

(c) The term "Commission" shall be construed to mean the Commission of the Authority, the legislative and governing body of the Authority.

(d) The term "project" shall be construed to mean the building and the acquisition, construction and equipment thereof and improvement of the site therefor, together with appurtenant facilities and properties as described in the preamble hereto, pursuant to the provisions of this Ordinance and the lease.

(e) The term "lease" shall be construed to mean the lease heretofore made and executed between the Authority and the City, as described in the preamble hereto.

(f) The term "rentals" as used herein shall be construed to mean the fixed annual rentals as provided in the lease to be paid to the Authority by the City. Said term shall be considered to have the same meaning and purport as the term "net revenues" as specified in Section 3 of Act 94, Public Acts of Michigan, 1933, as amended.

DETERMINATION OF NECESSITY

Section 2. It is hereby determined to be necessary and advisable for the Authority to acquire and construct the project, as provided and specified in the lease.

ESTIMATED COST, PERIOD OF USEFULNESS

Section 3. The total cost of acquiring and constructing said project, which estimated cost is One Million Five Hundred Thousand ($1,500,000.00) Dollars, is hereby approved and confirmed and the estimated period of usefulness of the project is determined

to be not less than forty (40) years.

ISSUANCE OF REVENUE BONDS

Section 4. For the purpose of paying the cost of the project including the payment of architect's fees, legal and financing expenses, and other expenses incidental to the financing, there be borrowed on the credit of the rentals of the project, the sum of One Million Five Hundred Thousand ($1,500,000.00) Dollars, and that in evidence thereof there be issued the negotiable revenue bonds of the Authority in the principal amount of One Million Five Hundred Thousand ($1,500,000.00) Dollars, which bonds are sometimes referred to in this Ordinance as the "bonds."

BOND TERMS

Section 5. Said bonds shall be designated CULTURAL CENTER REVENUE BONDS and shall be payable solely out of the rentals to be paid by the City to the Authority pursuant to the provisions of the lease, and shall consist of three hundred (300) bonds of the denomination of $5,000.00 each, dated as of October 1, 1971, numbered consecutively in direct order of maturity from 1 to 300 and payable serially as follows:

$ 30,000.00 October 1st of each of the years from 1972 to 1975, inclusive;
$ 40,000.00 October 1st of each of the years 1976, 1977 and 1978;
$ 50,000.00 October 1st of each of the years 1979 and 1980;
$ 60,000.00 October 1st of each of the years 1981 and 1982;
$ 70,000.00 October 1st of each of the years 1983 and 1984;
$ 80,000.00 October 1st of each of the years 1985 and 1986;
$ 90,000.00 October 1st of each of the years 1987 and 1988;
$100,000.00 October 1, 1989;
$110,000.00 October 1st of each of the years 1990 and 1991;
$120,000.00 October 1st of each of the years 1992 and 1993.

Said bonds shall bear interest at a rate or rates not exceeding eight per cent (8%) per annum, payable on April 1, 1972, and semi-annually thereafter on October 1st and April 1st of each year, both

principal and interest to be payable in lawful money of the United States of America at a bank or trust company qualified to act as paying agent, to be designated by the manager of the account purchasing the bonds, who may also designate a co-paying agent having like qualifications.

Bonds maturing in the years 1972 to 1985, inclusive, shall not be subject to redemption prior to maturity.

Bonds maturing in the years 1986 to 1993, inclusive, shall be subject to redemption prior to maturity, at the option of the Authority, on any interest payment date on or after October 1, 1985, in inverse numerical order, at par and accrued interest to the date fixed for redemption, plus a premium as follows:

3% of the par value of each bond redeemed prior to October 1, 1989;
2% of the par value of each bond redeemed on or after October 1, 1989, but prior to October 1, 1991;
1% of the par value of each bond redeemed on or after October 1, 1991, but prior to maturity.

Thirty days notice of the call of any bonds for redemption shall be given by publication in a newspaper or publication circulated in the State of Michigan which carries, as part of its regular service, notices of sale of municipal bonds, and in case of registered bonds, thirty days notice shall be given by mail to the registered holder at the registered address. Bonds so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the paying agent to redeem said bonds.

REGISTRATION

Section 6. Said bonds may be registered in the names of the respective holders thereof on books to be kept by the paying agent, as to principal only, such registration being noted by the paying agent on any bond so registered in the registration blank printed on the back thereof, after which no transfer shall be valid unless made on said books at the request of the registered holder thereof or attorney duly authorized, and similarly noted in said registration blank, but any bond so registered may be discharged from registration by being transferred on such books to bearer, after which it shall be transferable by delivery, and it may be again registered as above. The registration of any such bonds as to principal alone shall not

restrain the negotiability of the coupons by delivery merely.

EXECUTION OF BONDS

Section 7. The Chairman, and Secretary of the Commission are hereby authorized and directed to execute said bonds when issued and sold for an on behalf of the Authority, the seal of the Authority shall be affixed thereto by the Secretary of the Commission and the Chairman of the Commission is hereby authorized and directed to execute the interest coupons to be attached to said bonds by causing his facsimile signature to be affixed thereto. Upon the Execution of said bonds and the attached coupons, the same shall be delivered to the Treasurer of the Commission or such other office as shall be designated by the Commission, who is hereby authorized and directed to deliver said bonds and attached coupons to the purchaser thereof as hereafter determined by the Commission, upon receipt of the purchase price therefor.

SECURITY FOR BONDS

Section 8. The bonds are issued in anticipation of the payment of the rentals which are contractual obligations of the City pursuant to the lease. Said bonds and the attached coupons shall not be a general obligation or indebtedness of the Authority, but shall be payable solely from the rentals received by the Authority pursuant to the lease. To secure such payment, all of such rentals are hereby pledged solely and only for the payment of the bonds, and a statutory first lien is established against such rentals for such purpose.

REMEDIES OF BONDHOLDERS

Section 9. The holder or holders of said bonds or coupons representing in the aggregate not less than twenty per cent (20%) of the entire issue then outstanding may, either at law or in equity, by suit, action, mandamus or other proceedings, protect and enforce the lien upon the rentals of the project, and may, by suit, action, mandamus or other proceedings, enforce and compel performance of all duties of the Authority, or its officers, including the collection of rentals, the proper segregation and application thereof as required by this Ordinance, and all other duties required to be performed by the Authority pursuant to the lease and this Ordinance.

If there be any default in the payment of the principal of

or interest upon any of said bonds any court having jurisdiction in any proper action may appoint a receiver to administer and operate said project on behalf of the Authority, and under the direction of said court, and by and with the approval of said court, perform all of the duties of the Authority and its officers and perform particularly set forth in the lease this Ordinance and in Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, and in Act 94, Public Acts of Michigan, 1933, as amended.

OPERATION OF PROJECT

Section 10. Pursuant to the terms of the lease the operation, maintenance and management of the project shall be the obligation of the City.

OPERATING YEARS

Section 11. The project shall be operated on the basis of a fiscal year corresponding July 1st of each year and ending on June 30th of each year.

RATES

Section 12. The rentals provided by the lease are hereby established and fixed as the rates to be charged to the City for the use of the project. Such rentals are estimated to be sufficient to provide for the payment of the interest upon and the principal of all said bonds as and when the same become due and payable. Such rentals shall not be reduced, except as provided in the lease, until all said bonds and the interest thereon are paid in full, or sufficient funds for their payment in full have been accumulated. Such rentals shall be increased by the Authority, as provided in the lease, if necessary to meet its obligations on the bonds.

ACCOUNTS

Section 13. The rentals paid to the Authority shall be deposited, as received, into a separate depositary account to be kept with a bank, insured by the Federal Deposit Insurance Corporation, located in or near, a branch in the County of Wayne, Michigan, to be designated CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY CULTURAL CENTER AVENUE ACCOUNT RECEIVING FUND (hereinafter referred to as the "Receiving Fund"). The moneys from time to time in the Receiving Fund shall be transferred periodically in the manner herein provided.

(A) BOND AND INTEREST REDEMPTION FUND

There shall be established and maintained a separate depositary account designated BOND AND INTEREST REDEMPTION FUND, the moneys on deposit therein to be used solely and only for the purpose of paying the principal of and interest on the bonds hereby authorized. The moneys in said Bond and Interest Redemption Fund shall be kept on hand with the bank or trust company where the principal of and interest on the bonds herein authorized are currently payable.

There shall be set aside into said fund, from moneys in the Receiving Fund, on or prior to March 15, 1972, and on or prior to March 15th of each year thereafter sums fully sufficient to pay interest on the bonds due the next succeeding April 1st, and on or prior to September 15, 1972, and on or prior to September 15th of each year thereafter sums fully sufficient to pay the principal and interest on the bonds due the next succeeding October 1st.

(B) DEBT SERVICE RESERVE ACCOUNT

Any moneys remaining in the Receiving Fund at the end of any fiscal year after meeting the current principal and interest requirements on the bonds for such year as provided in subparagraph (A) of this section, shall be allocated and set aside on the books and records of the Authority as a DEBT SERVICE RESERVE ACCOUNT, the moneys from time to time in said account to be applied and used for the payment of the principal of and interest on the bonds as to which there would otherwise be default. From and after October 1, 1985, any moneys in said account may, at the option of the Authority, be used and applied to redeem bonds prior to maturity, or purchase prior to maturity at not less than the highest call price then permitted and cancel such repurchased bonds. Moneys remaining in said account shall finally be applied to the payment of the principal of and interest on the bonds last maturing.

REVENUE BOND ACT

Section 11. It is the intent and purpose of the Authority, pursuant to the provisions of Act 31, Public Acts of Michigan, 1968 (First Extra Session), as amended, to authorize and issue the bonds subject to the provisions of Act 94, Public Acts of Michigan, 1933, as amended, or such of the provisions of that Act as can be applied to the type of issue here involved. The lease provides that operation, maintenance and administration of the project is the total obligation of the City, as lessee, and thus the rentals provided in the lease are not to the Authority and pledged solely for debt

retirement represented by this bond issue. Thus no Authority operation and maintenance fund is established, as there would be no revenues allocable thereto. The Authority therefore determines that the plan and procedures herein followed complies with all substantive provisions of Act 94, Public Acts of Michigan, 1933, as amended, in that operation and maintenance of the project is fully contracted for, and maximum security for the bonds is provided by a pledge of all of the rentals established in the lease.

USE OF PROCEEDS OF BOND SALE

Section 15. The proceeds of sale of the bonds herein authorized, except for accrued interest and premium, if any, shall be deposited in an account with a bank, insured by the Federal Deposit Insurance Corporation, located in or having a branch in the County of Wayne, Michigan, to be designated by resolution of the Authority, said account to be designated CULTURAL CENTER BUILDING CONSTRUCTION FUND (hereinafter referred to as the "Construction Fund"). Accrued interest and premium, if any, received upon delivery of the bonds shall be deposited into the Bond and Interest Redemption Fund. The moneys in the Construction Fund shall be used solely and only to pay costs of acquisition of the project including architect's fees and any legal, financial or other expenses incident thereto, in accordance with the provisions of the lease. If any moneys remain in said fund after payment of all of such costs, such moneys shall be used as provided in Section 17 of this Ordinance.

INVESTMENT OF FUNDS, USE OF INCOME

Section 16. Moneys in the funds and accounts established by this Ordinance may be invested in United States government obligations, subject to the provisions of Act 94, Public Acts of Michigan, 1933, as amended. In the event such investments are made, the securities representing the same shall be kept on deposit with the depositary or depositaries of the fund or funds from which such investments were made. Income or profits from investments, or interest received on bank deposits, shall remain a part of the funds from which the investments or deposits were made.

SURPLUS BOND SALE PROCEEDS

Section 17. Any unexpended balance of the proceeds of sale of the bonds remaining in the Construction Fund after completion of the project, may, at the option of the Authority and the City, expressed by appropriate resolution of their respective governing bodies, and to the extent of not exceeding fifteen per cent (15%)

of the principal amount of bonds issued pursuant to this Ordinance, be used for additions and improvements to the project, provided that at the time of such expenditures such use be also approved by the Municipal Finance Commission. Any remaining balance after such expenditure, or, if expenditure for such purpose is not made, the entire balance shall be paid into the Bond and Interest Redemption Fund and shall be used for the redemption of callable bonds, or prior to the first call date only, purchasing bonds of this issue on the open market at not more than the first call price thereof. Any bonds so acquired by redemption or purchase shall be cancelled and shall not be re-issued.

COVENANTS OF AUTHORITY

Section 19. The Authority covenants and agrees with the successive holders of the bonds and coupons that so long as any of the bonds remain outstanding and unpaid as to either principal or interest ----

(a) The Authority shall punctually perform all of its obligations and duties under this Ordinance and the lease herein set forth, and will collect, segregate and apply the rentals and payments in the manner required under this Ordinance and the lease.

(b) The Authority will maintain and keep proper books of record and account relating to the operation of the project and the rentals and payments received therefrom pursuant to the lease. Not later than three (3) months after the close of each operating year, the Commission will cause to be prepared a statement, in reasonable detail, sworn to by its chief accounting officer, showing the cash receipts and disbursements during such operating year, the assets and liabilities of the project at the beginning and close of the operating year, and such other information as may be necessary to enable any taxpayer or any holder or owner of the bonds, or anyone acting in their behalf, to be fully informed as to all matters pertaining to the financial operation of the project during such year. A certified copy of said statement shall be filed with the City Clerk of the City and the Municipal Finance Commission, and a copy shall also be sent to the manager or managers of the account purchasing the bonds. The Commission shall also cause an annual audit of such books of record and account for the preceding operating year to be made by a recognized independent certified public accountant, and shall mail

such audit to the manager of the syndicate or account purchasing the bonds. At the option of the Authority the aforesaid audit may be submitted in place of the aforesaid report required above.

(c) The Authority will not sell or otherwise dispose of the project until all of the bonds have been paid in full, both as to principal and interest, and will not do or suffer to be done any act which would affect the project in such a way as to impair or affect unfavorably the security of the bonds.

ADDITIONAL PROJECTS

Section 19. Nothing contained in this Ordinance shall be construed to prevent the Authority from issuing revenue bonds to finance the construction of additions to the project or any new buildings or projects within the scope of its corporate powers, but said bonds shall be payable out of, and have a first lien only on, the net revenues or annual rentals for space in such new projects or buildings and shall in no way have any lien on or be payable out of any of the rentals pledged to the payment of the bonds of this authorized issue, or any additional bonds issued to complete the project pursuant to the authorization provided in the lease and this Ordinance.

ADDITIONAL BONDS

Section 20. The right is reserved in the Authority to issue additional bonds on a parity with the bonds of this authorized issue for the completion of the project in the event the funds realized from the sale of the bonds herein authorized are insufficient therefor, but such additional bonds shall be authorized or issued only upon compliance with the following conditions:

(a) A certificate is executed by the architect in charge of construction, evidencing the fact that additional funds are needed to complete the project in accordance with the plans and specifications, and specifying the amount of money needed therefor. Said certificate shall be filed with the Secretary of the Commission and a copy thereof shall be filed with the City Clerk.

(b) A supplement or amendment to the lease is entered into between the Authority and the City providing for the payment by the City of sufficient additional fixed annual

rentals to meet the annual principal and interest requirements on the bonds then to be issued.

CONTRACT WITH BONDHOLDERS

Section 21. The provisions of this Ordinance, together with lease herein referred to, shall constitute a contract between the Authority and the holder or holders of the bonds from time to time, and after the issuance of any of such bonds, no change, variation or alteration of the provisions of this Ordinance or the lease may be made which would lessen the security for the bonds. The provisions of this Ordinance and the lease shall be enforceable by appropriate proceedings taken by such holder or holders, either at law or in equity.

BOND FORM

Section 22. Said bonds and coupons shall be in substantially the following form:

"United States of America
STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY
CULTURAL CENTER REVENUE BOND

No. _____ $5,000.00

KNOW ALL MEN BY THESE PRESENTS that CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY, a public corporation of the State of Michigan, for value received, hereby promises to pay the bearer hereof, or if registered, to the registered holder, the sum of

FIVE THOUSAND DOLLARS

on the first day of October, A.D., 19____, with interest thereon from the date hereof until paid at the rate of _____ per cent (%) per annum, payable on April 1, 1972, and semi-annually thereafter on the first day of October and April of each year, upon presentation and surrender of the proper interest coupons hereto annexed as they severally become due. Both principal of and interest on this bond are payable in lawful money of the United States of America at _____ or, at the option of the holder, at _____.

The bonds of this issue are payable solely from the proceeds

of rentals to be paid by the City of Plymouth, Michigan, pursuant to a certain lease dated _____, 1971, between said governmental unit and the City of Plymouth Municipal Building Authority, whereby said City has leased a building and the site therefor and appurtenant properties and facilities to be acquired, constructed and equipped by said Authority in the City of Plymouth, Michigan, in accordance with the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended. The City of Plymouth Municipal Building Authority has irrevocably pledged to the payment of the bonds the rentals chargeable to the City, as set forth in said lease; the total of said rentals being sufficient in amount to pay promptly, when due, the principal of and interest on the bonds of this issue.

This bond is one of a total authorized issue of three hundred (300) bonds of even date and like tenor, except as to rate of interest and date of maturity, aggregating the principal sum of $1,500,000.00, numbered consecutively in direct order of maturity from 1 to 300, inclusive, issued under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, and pursuant to Ordinance No. _____ duly adopted by the Commission of the City of Plymouth Municipal Building Authority on _____, 1971, for the purpose of building and improving the site therefor, together with appurtenant facilities and properties necessary or convenient for use as a cultural center including a skating rink, meeting rooms and recreation offices for the use of the City of Plymouth. For a complete statement of the revenues from which and the conditions under which this bond is payable, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above-described Ordinance.

Bonds maturing in the years 1972 to 1988, inclusive, shall not be subject to redemption prior to maturity.

Bonds maturing in the years 1989 to 1993, inclusive, shall be subject to redemption prior to maturity, at the option of the Authority, on any interest payment date on or after October 1, 1988, in inverse numerical order, at par and accrued interest to the date fixed for redemption, plus a premium as follows:

3% of the par value of each bond redeemed prior to October 1, 1989;

2% of the par value of each bond redeemed on or after October 1, 1989, but prior to October 1, 1991;

1% of the par value of each bond redeemed on or after October 1, 1991, but prior to maturity.

Thirty days notice of the call of any bonds for redemption shall be given by publication in a newspaper or publication circulated in the State of Michigan which carries, as part of its regular service, notices of sale of municipal bonds, and in case of registered bonds, thirty days notice shall be given by mail to the registered holder at the registered address. Bonds so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the paying agent to redeem said bonds.

This bond is a self-liquidating bond and is is not a general obligation of the City of Plymouth Municipal Building Authority, and does not constitute an indebtedness of said Authority within any constitutional or statutory limitation, but is payable, both as to principal and interest, solely from the rentals required to be paid by the City of Plymouth, to the Authority, in accordance with the terms of the lease herein mentioned. The principal of and interest on this bond are secured by the irrevocable pledge of all said rentals and a statutory first lien thereon has been created by the bond-authorizing Ordinance.

The City of Plymouth Municipal Building Authority covenants and agrees to fix and maintain at all times while any of said bonds are outstanding, such rentals to the City, in accordance with the terms of the lease, as shall be sufficient to provide for payment of the interest upon and the principal of all such bonds, as and when the same become due and payable.

This bond may be registered as to principal only in the name of the holder on the books of the paying agent, and such registration noted on the back hereof by said paying agent, after which no transfer shall be valid unless made on the books and noted hereon in like manner, but transferability by delivery may be restored by registration to bearer. Such registration shall not affect the negotiability of the interest coupons.

IT IS HEREBY CERTIFIED AND RECITED, that all acts, conditions and things required by law precedent to and in the issuance of this bond and the series of bonds of which this is one have been done and performed in regular and due time and form as required by law.

IN WITNESS WHEREOF, the City of Plymouth Municipal Building Authority by its Commission, has caused this bond to be signed in its name by the Chairman and Secretary of said Commission and its

corporate seal to be hereunto affixed and has caused the annexed interest coupons to be executed by the facsimile signature of the Chairman of said Commission, all as of the first day of October, A.D., 1971.

CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY

By_____
Its Chairman

Countersigned:

_____
Secretary

(SEAL)

(Form of Coupon)

No._____ $_____

On the first day of _____, A.D., 19____, the City of Plymouth Municipal Building Authority, a Michigan public corporation, will pay to the bearer hereof the sum shown hereon, in the manner and out of the revenues described in said bonds at _____ being the interest due that date on its Cultural Center Revenue Bond, dated October 1, 1971, No. _____.

This coupon is not a general obligation of the City of Plymouth Municipal Building Authority, but is payable solely from certain funds and revenues as set forth in the bond to which it pertains.

_____
Chairman

REGISTRATION
NOTHING TO BE WRITTEN HEREON EXCEPT
BY THE PAYING AGENT

Date of Registration ; Name of Registered Owner ; Registrar

_____ ; _____ ; _____

_____ ; _____ ; _____

MUNICIPAL FINANCE COMMISSION APPROVAL

Section 23. The bonds herein authorized shall not be issued until the Municipal Finance Commission of the State of Michigan has approved such issuance, and the Secretary of the Commission is hereby authorized and directed to make application to the Municipal Finance Commission for such approval.

PARAGRAPH HEADINGS

Section 24. The paragraph headings in this Ordinance are supplied for convenience of reference only and shall not be considered to be a part of the Ordinance.

SEVERABILITY

Section 25. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such paragraph, section, clause or provision shall not affect any of the other provisions of this Ordinance.

CONFLICTING PROVISIONS

Section 26. All resolutions or orders or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict, hereby repealed.

PUBLICATION OF ORDINANCE

Section 27. This Ordinance shall be published in full in the Mail and Observer, a newspaper of general circulation in the City of Plymouth, County of Wayne, Michigan, within two weeks after its adoption and the same shall be recorded in the Ordinance Book of the Authority and such recording authenticated by the signatures of the Chairman and Secretary of the Commission.

EFFECTIVE DATE

Section 28. This Ordinance shall become effective immediately upon its passage."

Carried unanimously.

The Authority was advised by the City Clerk that bids were scheduled to be received at 7:30 P.M., September 22, 1971, for the construction

of the Cultural Center and that the next meeting of the Municipal Building Authority would be called at that time.

Moved by Mr. Hartmann and supported by Mr. Hoben that the meeting be adjourned. Carried unanimously.

Time of adjournment was 7:00 P.M.

Clifford W. Tait
Secretary

LAW OFFICES OF
MILLER, CANFIELD, PADDOCK AND STONE
2600 DETROIT BANK & TRUST BUILDING
DETROIT, MICHIGAN 48226

TELEPHONE (313) 963-6420
CABLE "STEN DETROIT"

CLEVELAND THUNDER
EDWARD S. REID, JR.
LAWRENCE S. KING
EMMETT E. LAGAN
WILLIAM G. BUTLER
E. GRANT DARIES
JOHN A. DICKEY, JR.
JAMES E. TOBIN
ATTATSON E. BROWN
RICHARD E. DUSHEE
GEORGE E. BUGBEE, JR.
PETER P. THUNDER
LAWRENCE A. KING
ROBERT E. HARNELL
JOSEPH F. MAYCOCK JR
ALLEN SCHWARTZ
JOHN W. GELDER
GEORGE E. PARKER III
RICHARD A. JONES
STEVAN UBELAC
GILBERT E. COVE
WOLFGANG KOHRS
ROBERT B. KRZYSIAK
GEORGE H. HEFFERAN, JR.

SAMUEL J. NORTH JR.
WILLIAM E. LAMBRECHT
JOEL L. HALL
ROBERT E. GILBERT
BRUCE D. BIRCHBAUER
DAVID J. GILBREAD
GEORGE T. STEVENSON
JOHN A. THOMAS
ORIE D. ARUSTAN
CHARLES L. BOARLEIGH, JR.
PAUL H. VAN ZILE
GORDON A. DEGRAW
JAMES H. HOPKINSON
DAVID O. JORWICK
WILLIAM G. ROSENHAMER
JOHN A. MARKS
BARBARA V. EVANS
EDWIN W. HECKER, JR.
THOMAS J. VAN ILTEN
GREGORY L. CURTNER
EMMETT L. KAGAN, JR.
DENNIS R. NEWMAN
ROGER L. PREMO

JOHN H. HOUGHTBY
SPECIAL COUNSEL

SIDNEY T. MILLER (1864-1940)
GEORGE L. CANFIELD (1868-1932)
LEWIS H. PADDOCK (1880-1970)
FRANK D. STONE (1883-1949)
SIDNEY T. MILLER, JR. (1894-1958)
LOUIS H. KRAU (1897-1954)

LANSING OFFICE
CAROLINE W. THRUN
ROBERT M. THRUN
JAMES T. MARSCH
THOMAS J. HONDORERO
PATRICK J. SHANNON
401 CAPITAL SAVINGS & LOAN BLDG.
LANSING, MICHIGAN 48933
(517) 484-7788

BIRMINGHAM OFFICE
315 YARGER BUILDING
BIRMINGHAM, MICHIGAN 48011
(313) HIGHGATE 6-6000
(313) JORDAN 8-0731

August 20, 1971

Mr. Eugene Slider
City Clerk
201 South Main Street
Plymouth, Michigan 48170

RECEIVED
AUG 23 1971
CITY OF PLYMOUTH

Re: City of Plymouth Municipal Building Authority Cultural Center Bonds

Dear Gene:

As promised, I am enclosing six copies of the lease for the above referenced project, together with a resolution for adoption by the City Commission approving the lease. I understand this will be presented to the City Commission at their meeting on August 23, 1971. The ordinance and notice of sale for adoption by the Municipal Building Authority are under way at the present time and should be in the mail to you shortly.

I contacted the Department of Natural Resources with respect to the last sentence of their letter of July 20, 1971. They explain that this means the City should not enter into an actual construction phase of the project until it has signed a project agreement. This does not preclude preliminary engineering or financing. Thus, the City may proceed with the financing work on this project.

Yours very truly,

Miller, Canfield, Paddock and Stone

By George T. Stevenson
George T. Stevenson

GTS sf
Enclosure
cc Mr. Robert Bendzinski

RESOLUTION

Minutes of a [illegible] Meeting of the City Commission of the City of Plymouth, County of Wayne, Michigan, held in the City Hall in said City on the [illegible] day of [illegible], 1971, at [illegible] o'clock [illegible] M., Eastern Standard Time.

PRESENT: Commissioners [illegible]

ABSENT: Commissioners [illegible]

The following preamble and resolution were offered by Commissioner [illegible] and supported by Commissioner [illegible]

WHEREAS, the City Commission of the City of Plymouth deems it necessary and advisable for the City of Plymouth to acquire the use of a building for use as a cultural center for said City;

AND WHEREAS, the City of Plymouth Municipal Building Authority, a public corporation organized and existing under authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, has indicated that it is willing to undertake the acquisition, construction and equipping of said building and is agreeable to leasing same to the City;

AND WHEREAS, if the City does not lease said building from the said Building Authority it will have to lease such facilities from other parties at a rental in excess of that paid to the said Building Authority;

AND WHEREAS, a contract providing for the lease of the building to the City has been prepared;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The attached lease is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute said lease for and on behalf of the City of Plymouth.

2. Revenues of the cultural center building and appurtenant facilities designated as surplus, shall, to the extent permitted by law be deposited directly in the City of Plymouth Municipal Building Authority REVENUE BONDS (1971 SERIES), BOND AND INTEREST REDEMPTION FUND and be used to pay the principal of and interest on the AUTHORITY'S REVENUE BONDS (1971 SERIES), dated October 1, 1971 and establish reserves therefor. Such deposits shall be to the extent possible equal to but not greater than the City's annual rental payment specified in the aforesaid agreement. The City shall receive a credit against said annual rental payment in an amount equal to such deposits for which a credit has not already been made.

3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Commissioners _____

_____

NAYS: Commissioners _____

RESOLUTION DECLARED ADOPTED.

_____
City Clerk

LEASE

MADE AND EXECUTED this 2nd day of August, 1971, by and between the City of Plymouth Municipal Building Authority, a public corporation organized and existing under the authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, hereinafter referred to as the AUTHORITY, and the City of Plymouth, a Michigan municipal corporation organized and existing under the Constitution and laws of the State of Michigan, hereinafter referred to as the CITY;

WITNESSETH:

WHEREAS, the AUTHORITY has been incorporated under and in pursuance of the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, for the purpose of acquiring, furnishing, equipping, owning, improving, enlarging, operating and maintaining a building or buildings, or additions to buildings, automobile parking lots and structures, recreational facilities, and the necessary site or sites therefor together with appurtenant properties and facilities necessary or convenient for the effective use thereof for any legitimate public purpose and facilities of the CITY; and

WHEREAS, the CITY desires to acquire the use of a building and the site therefor together with appurtenant properties and facilities necessary or convenient for use by the CITY, as a cultural center including a skating rink, meeting rooms and recreational offices (which building and the site therefor and appurtenant properties and facilities are herein called the "Project") and the AUTHORITY is willing to acquire said Project and lease the same to the CITY; and

WHEREAS, said Project will be located on certain lots and parcels of land located in the CITY of Plymouth and more particularly described in the attached Exhibit A, which will be leased by the AUTHORITY for the term of this lease; and

WHEREAS, the total cost of the Project is estimated to be in the sum of One Million Five Hundred Thousand ($1,500,000.00) Dollars, which will include legal and financing fees, the site therefor and contingencies; and

WHEREAS, the cost of the Project is to be provided by authorizing the issuance of revenue bonds by the AUTHORITY in the amount of One Million Five Hundred Thousand ($1,500,000.00) Dollars, pursuant to the provisions of Act 94, Public Acts of Michigan, 1933, as amended; and

WHEREAS, as a prerequisite to the authorization and issuance of said bonds, it is necessary for the parties hereto to enter into a final lease contract whereby the AUTHORITY will lease to the CITY and the CITY will hire from the AUTHORITY the Project for a period extending beyond the last maturity date of the said bonds, but not to exceed a period of forty (40) years;

IT IS, THEREFORE, AGREED BY AND BETWEEN THE PARTIES HERETO, for and in consideration of the agreement and covenants of each other and moneys to be paid one to the other, as follows:

1. The AUTHORITY will, on or before October 1, 1971, enter into final contracts, for the acquisition of the Project as described in the preamble hereto, following the preparation of detailed plans and working drawings and securing of contract

bids therefor. The Project shall be completed for the use of the CITY on or before July 1, 1972, in accordance with the plans and specifications therefor to be prepared as aforesaid. No final construction contracts shall be entered into by the AUTHORITY until revenue bonds to defray the cost thereof have been sold. The Site for the Project is now leased by the CITY for a term of 99 years and the CITY hereby covenants that it will at the time of or prior to delivery of the bonds hereinafter described assign to the AUTHORITY by proper instrument all of the CITY's interest in the Site for the term of this Lease, free and clear of all material liens and encumbrances.

2. In consideration of the rentals and other terms and conditions herein specified, the AUTHORITY does hereby let and lease to the CITY and the CITY does hereby lease from the AUTHORITY the Project to be acquired, TO HAVE AND TO HOLD for a term commencing on or before the 1st day of October, 1971, and ending on a day forty (40) years from the date hereof, or such lesser period as may be authorized by the provisions of this contract.

3. The annual rentals to be paid by the CITY (which are hereinafter called "fixed annual rentals"), shall be in the amounts of Sixty Thousand, ($60,000.00) Dollars payable on March 15, 1972 and One Hundred Fifty Thousand, Four Hundred ($150,400.00) Dollars payable on September 15, 1972, and each September 15 thereafter.

The fixed annual rentals herein required are in an amount sufficient to meet, as they mature, the principal and interest payments on the revenue bonds of the AUTHORITY in the total authorized principal sum of One Million Five Hundred Thousand ($1,500,000.00) Dollars, and to provide for a debt service reserve therefor. Following sale of the revenue bonds of the AUTHORITY

the fixed annual rentals shall be reduced to an amount not less than the largest annual principal and interest payment on the bonds.

In the event an increase in the fixed rentals herein provided becomes necessary in order to provide adequate funds for the AUTHORITY to meet its debt service requirements on the bonds issued and outstanding and the necessary reserve requirements, the CITY agrees to pay the increased annual rental.

The CITY, in its sole discretion, in any annual period may pay in advance any proportion of its fixed annual rental in excess of the annual requirement, in which event the AUTHORITY shall credit the CITY with advance payment of the next succeeding annual requirements to the extent of such excess payments.

The AUTHORITY shall credit against the CITY'S next succeeding semi-annual payment as the same is required herein, such sums as the CITY from time to time, may directly deposit in the AUTHORITY'S REVENUE BONDS, BOND AND INTEREST REDEMPTION FUND to the extent that such credit has not already been given.

4. The CITY, at its own expense during the term of the within lease, shall operate, maintain and keep in repair the Project and the expense in connection therewith shall be borne and paid by the CITY, in addition to all other rentals herein required. Operation and maintenance shall be deemed to include, but not to the exclusion of any other items not herein specified, lighting, heating, snow and debris removal, painting and such other repair and maintenance items as are necessary to provide for efficient operation of the Project and to keep the same in good repair and working order, policing and providing such attendants as may be necessary, securing proper insurance coverage, and paying all the administrative cost of the AUTHORITY.

5. The CITY has included in its budget for the fiscal year commencing July 1, 1971 and shall include in its budget for each fiscal year thereafter, an amount sufficient to pay the total obligations under this contract, including the fixed annual rentals and the operation and maintenance costs of the Project as herein

specified for the next ensuing fiscal year. The fixed annual rentals and obligations for operation and maintenance costs specified in this contract shall be deemed to be an operating expense of the CITY. On or before April 1st of each and every fiscal year the CITY shall prepare a statement of the moneys to be included in the next ensuing fiscal budget for the fixed annual rentals and operation and maintenance costs of the Project. The AUTHORITY shall have the right and privilege to communicate directly with the City Commission of the CITY regarding any disputed items in said budget, and in any event the budget shall be reasonably adequate to cover the obligations of the CITY herein contained in this Lease. In no event shall the amounts to be included by the CITY in its annual budget for the maintenance, operating and rental expenses in connection with this Lease be less than the amount required to reasonably maintain the Project and to pay promptly and fully all obligations maturing under this Lease, as well as the debt service in connection with any revenue bonds issued, or to be issued, by the AUTHORITY in connection with the acquisition, construction, equipment, improvement and leasing of the Project, and in no event shall the CITY's obligation in any such annual budget be less than the amount required by law.

6. The CITY may install in the Project such equipment or fixtures as it may desire, but shall not make any permanent alterations to the Project without the written consent of the AUTHORITY.

7. The CITY covenants and agrees that it will not permit the use of the leased premises in any manner that will substantially increase the rate of insurance thereon, or for any purpose which will result in a violation of local, State or Federal laws, rules or regulations, now or hereafter in force and applicable

thereto, and shall keep the AUTHORITY harmless and indemnified at all times against any loss, cost, damage or expense by any accident, loss, casualty or damage resulting to any person or property through any use, misuse, or non-use of said premises, or by reason of any act or thing done or not done on, in or about said leased premises or in relation thereto. The CITY further covenants and agrees that it will promptly and at its own expense, make and pay for any and all changes and alterations in or about the leased premises, which, during the terms of this Lease, may be required to be made any time by reason of local, State or Federal laws, and to save the AUTHORITY harmless and free from all cost or damage in respect thereto.

8. To carry out the acquisition, construction, equipment and improvement of the Project and the financing thereof in 1948 (First Extra Session), as amended, the following actions shall be taken by the AUTHORITY:

(a) The AUTHORITY will, immediately upon the execution of this Lease, enact the necessary ordinance to authorize the issuance of revenue bonds in the aggregate principal sum of One Million Five Hundred Thousand ($1,500,000.00) Dollars, pursuant to the authorization contained in Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, being the amount estimated to be sufficient to pay the cost of the acquisition of the Project, together with legal and financing expenses, and contingencies. The AUTHORITY will offer for sale, and take such other necessary legal procedure as may be necessary to sell said bonds.

(b) The AUTHORITY will, immediately upon the sale of the bonds herein provided for, but prior to the delivery

thereof, enter into and execute contracts for the acquisition and construction of the Project.

(c) The AUTHORITY will, immediately upon receipt of the proceeds of the sale of the revenue bonds, comply with all requirements provided for in the ordinance relative to the disposition and use of such proceeds.

(d) In the event for any reason there are not sufficient funds to complete the acquisition of the Project and additional funds become necessary therefor, it is agreed by the parties hereto that either of the following methods of providing said additional fund shall be used:

(1) The CITY may pay the necessary funds as additional advance rentals and obtain credit or repayment therefor out of future rentals due under the terms of this contract after all outstanding revenue bonds of the AUTHORITY are paid.

(2) Increase the amount of the fixed annual rental to be paid by the CITY in an amount fully sufficient to amortize any additional revenue bonds issued by the AUTHORITY.

9. The AUTHORITY shall deliver possession of the space leased by this contract to the CITY not later than July 1, 1972. In the event the acquisition of the Project for reasons unforeseen or otherwise, is not completed by that date, the obligation of the CITY for the payment of the fixed annual rentals shall in any event remain in full force and effect in order to provide for the payment of interest and principal on the revenue bonds issued by the AUTHORITY.

10. There shall be no abatement of the fixed annual rentals required to be made by the CITY in the event of a casualty

that results in the Project being not tenantable. If, in the judgment of the AUTHORITY, the funds received from any insurance policies, or otherwise, shall be insufficient to make the Project usable or tenantable, then, in that case, the AUTHORITY shall hold and invest the funds paid to it by reason of such loss for the benefit of the holders of outstanding revenue bonds of the AUTHORITY, and when upon receipt of sufficient rentals from the CITY, which, together with the proceeds of the insurance, will be sufficient to pay the principal and interest upon all outstanding revenue bonds of the AUTHORITY, said moneys shall be deposited by the AUTHORITY in trust for the benefit of the bondholders and used to pay the principal and interest on said bonds as they mature or as said bonds become callable. Such funds so held may be invested in bonds, notes, bills and certificates of the United States of America.

11. The CITY shall provide liability insurance in an adequate amount protecting the AUTHORITY and the CITY against loss on account of damage or injury to persons or property, imposed by reason of the ownership of the Project, or resulting from any act of omission or commission on the part of the AUTHORITY or the CITY, their agents, officers and employees, in connection with the operation, maintenance or repair of the Project, or the furnishing of any service to the CITY. The AUTHORITY shall require a sufficient fidelity bond from any person handling the funds of the AUTHORITY.

12. The leasehold rights, duties and obligations of the CITY, as specified in this contract, shall not be assigned nor sublet in whole or in part during the terms of this contract or while any of the revenue bonds of the AUTHORITY issued for the purpose of defraying the cost of the Project are outstanding and

unpaid except that the CITY may sublet space in the Project or any part thereof to others to the extent and in the manner that the CITY could sublet if the CITY owned the Project and in no event shall any subletting relieve the CITY of its obligation to pay the rental hereunder or perform any of its other obligations hereunder.

13. The AUTHORITY, its agents, servants or employees shall have the right at all times of entering upon the leased premises for the purpose of inspecting the property and determining whether all of the terms, agreements, covenants and conditions herein contained are being complied with.

14. The CITY covenants and agrees that it will continue to pay to the AUTHORITY, in accordance with the terms of this contract, the fixed annual rentals herein specified and the operation and maintenance costs of the Project herein established, without abatement for any cause or reason whatsoever, until the principal and interest of all revenue bonds issued by the AUTHORITY to finance the costs of acquisition of the Project are paid in full.

15. The CITY covenants and agrees that if, before all revenue bonds issued by the AUTHORITY to defray the cost of the Project have been retired, default shall at any time be made by the CITY in payments of the fixed annual rentals or operation and maintenance costs as herein required, the AUTHORITY shall have the right to use all the remedies provided by law to correct said default, including those specifically set forth in Act 94, Public Acts of Michigan, 1933, as amended.

In addition to the other remedies provided by law, the parties hereto recognize the rights and remedies which exist in bondholders by virtue of the provisions of Act 94, Public Acts of Michigan, 1933, as amended, and Ordinance to be enacted by

the AUTHORITY providing for the insurance or revenue bonds under the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended.

16. The AUTHORITY and the CITY each recognize that the holders from time to time of the revenue bonds of the AUTHORITY issued pursuant to law to defray the cost of the Project will have contractual rights in this Lease, and it is, therefore, covenanted and agreed by each of them so long as any of said revenue bonds shall remain outstanding and unpaid, the provisions of this Lease shall not be subject to any alteration or revision which would in any manner unfavorably affect either the security of the bonds or the prompt payment of principal or interest thereto. The AUTHORITY and the CITY further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Lease promptly at the times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the said bonds, the security therefor, or the prompt payment of principal and interest thereon.

17. Any notice necessary or proper to be given to any of the parties hereto may be served in the following manner:

(a) If to the AUTHORITY, by delivering the same to any member of the Commission thereof.

(b) If to the CITY, by delivering the same to the City Clerk or his deputy.

18. This contract shall remain in full force and effect for a period of forty (40) years from the date hereof, or until such lesser time as the revenue bonds issued by the AUTHORITY to defray the cost of the Project are paid in full. At such time within the forty (40) year term as all of said revenue bonds and the interest thereon are paid, this contract may be altered or changed by consent

of the parties hereto, or the same may be terminated by consent and title to the Project conveyed to the CITY in manner contemplated by Act 31, Public Acts of Michigan, 1948 (First Extra Session) as amended.

19. The AUTHORITY covenants that the CITY, upon compliance with the terms of this Lease, shall and may peacefully and quietly have and hold and enjoy the leased premises for the terms herein provided.

20. This contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

21. If for any reason the revenue bonds hereinbefore mentioned cannot be lawfully sold, this agreement shall be of no force and effect. In no event shall this agreement become null and void if the said revenue bonds mentioned above are sold and issued by the AUTHORITY.

IN WITNESS WHEREOF, The City of Plymouth Municipal Building Authority, by its Commission, and the City of Plymouth, Michigan, by its City Commission, have each caused its name to be signed to this instrument by its duly authorized officers and its seal to be affixed hereto the day and year first above written.

This contract has been executed in duplicate.

In the presence of:

CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY

_____

By _____
Chairman of its Commission

_____

By _____
Secretary of its Commission

In the presence of:

CITY OF PLYMOUTH

_____

By _____
Mayor

_____

By _____
City Clerk

State of Michigan)
: ss
County of Wayne)

On this _____ day of _____, 1971, before me appeared _____ and _____, to me personally known, who, being by me duly sworn, did, each for himself, say that they are respectively the Chairman and Secretary of the Commission of the City of Plymouth Municipal Building Authority, a public corporation of the State of Michigan, and that said instrument was signed and sealed in behalf of said Authority by authority of its Commission, and the said persons acknowledged said instrument to be the free act and deed of said Authority.

_____
Notary Public, Wayne County, Michigan
My commission expires: _____

State of Michigan)
: ss
County of Wayne)

On this _____ day of _____, 1971, before me appeared _____ and _____, to me personally known, who, being by me duly sworn, did, each for himself, say that they are respectively the Mayor and City Clerk of the City of Plymouth, a City in the State of Michigan, and that said instrument was signed and sealed in behalf of said City by authority of the City Commission, and the said persons acknowledged said instrument to be the free act and deed of said City.

_____
Notary Public, Wayne County, Michigan
My commission expires: _____

EXHIBIT A

Lots 1 to 9, both inclusive, except the northerly 11.00 feet thereof and Lots 14 to 27, both inclusive, and including Karmada and Blanche Streets and alley Right of Ways as dedicated in and by the plat of Thomas Subdivision of part of the Northwest 1/4 of Section 26, T. 1S., R. 8E., City of Plymouth, Wayne County, Michigan, as recorded in Liber 41 of Plats on Page 46, Wayne County Records, subject to easements of record. Total area, including Karmada and Blanche Streets and Alley Right of Ways approximately 4.76 Acres.

EXHIBIT B: PROJECT DESCRIPTIONS

CITY OF PLYMOUTH

www.plymouthmi.gov

Recreation Department
Plymouth Cultural Center
525 Farmer
Plymouth, MI 48170

Phone 734-453-3620

July 1, 2026

Erika Smith, Division Director
Wayne County Parks Division
33175 Ann Arbor Trail
Westland, MI 48185

Dear Director Smith:

Thank you for the information regarding the Wayne County Millage Funding Allocation for Fiscal Year 2025-2026 in the amount of $24,534.00.

The City of Plymouth would like to use the Parks Millage Fund allocation for the following purchases:

- Upgrading of City of Plymouth Cultural Center Ice Arena bleacher lighting
- Purchase tables, chairs and transport cart for use in the City of Plymouth Plymouth Cultural Center

If any purchases run over the allotted $24,534.00, the balance will be paid by the City of Plymouth – Recreation Fund.

The Plymouth Cultural Center (Community Center) is owned by the City of Plymouth and is operated by the City of Plymouth Recreation Department. The Plymouth Cultural Center is located at 525 Farmer Street, Plymouth, MI 48170.

Please find attached a project description, cost estimates and proof of ownership of the Community Center by the City of Plymouth.

If you require any additional information, please feel free to call or e-mail.

Sincerely,

Steve Anderson
Recreation Director

office: 734-455-6620 x 302,
e-mail: sanderson@ci.plymouth.mi.us

City of Plymouth – Recreation Department

Project Description for Wayne County Parks Millage Allocation

County Fiscal Year 2025 / 2026

Plymouth Cultural Center – Table, Chair, Cart, and Arena Lighting Upgrade Project

Project Overview

The Plymouth Cultural Center and Ice Arena, owned and operated by the City of Plymouth, serves as a multi-use community facility for Wayne County residents. The building includes an ice arena, several community rooms, and a fitness room, supporting a wide range of athletic programs, community events, and service club activities.

To effectively host and manage these events, the facility requires updated event tables, chairs, and transport carts to support safe and efficient logistics. In addition, the Ice Arena bleacher area requires upgraded lighting fixtures to enhance spectator visibility and safety.

Purpose

- **Event furniture** will support recreational, community, and municipal programming.
- **Transport carts** will improve staff safety and efficiency during event setup and takedown.
- **Ice arena lighting upgrades** are necessary to maintain proper illumination over spectator seating areas and ensure a safe viewing environment.

Purchasing & Funding

The City of Plymouth will obtain competitive bids for all tables, chairs, carts, lighting fixtures, and required electrician services, in accordance with City purchasing policies. Administrative staff will provide recommendations, and the City Commission will make the final determination based on best value.

- Funding not to exceed $24,534.00 will be provided through the Wayne County Parks Millage Allocation.
- Any expenditure above $24,534.00 will be covered by the City Recreation Capital Improvement Fund.

Preliminary quotes for tables, chairs, carts, lighting fixtures, and electrician services are attached for budgeting and review.

QUOTE ACKNOWLEDGEMENT

THIS IS NOT AN INVOICE

MITYLITE holsag BERTOLINI

Created On: 6/26/2026
Sales Quote Number: SQ91149
Mity Customer Number: 157336
Page: 1 Of 1

Bill To:	Sell To:	Ship To:
CITY OF PLYMOUTH MI	CITY OF PLYMOUTH MI	CITY OF PLYMOUTH MI Steve Anderson
525 Farmer	525 Farmer	525 Farmer
Plymouth, MI 48170	Plymouth, MI 48170	Plymouth, MI 48170

Ship Via	Payment Terms	Sales Person
ORIGIN, Freight Prepaid	Net 30 Days	Scott Bean

Item No.	Description	UOM	QTY	Unit Price	Total Price
CT72BGB0F000F0000	CT 72 BGB W29BRN ABS ROUND TABLE 72|Top: Beige|Bottom: Brown|Trim ABS Brown|Leg: Wishbone|Leg/Base Color: Brown|Height: 29in. Tall	Each	8	$442.00	$3,536.00
RT3072BGB0F000F0000	RT 3072 BGB W29BRN ABS RECTANGLE TABLE 30" X 72"|Top: Beige| Bottom: Brown|Trim ABS Brown|Leg: Wishbone|Leg/Base Color: Brown|Height: 29in. Tall	Each	10	$256.00	$2,560.00
CRT4WCHHTBLK2V2	CART 4 WHEEL COMFORT BLK V2 COMFORT SEAT CART 4-WHEEL V2, BLACK; HOLDS 8, OR 10 ENCORE, CLASSIC, E2, OR ACCESS CHAIRS	Each	1	$449.00	$449.00
ELCR06010024740W50	ELITE CROWN CHAIR - HYBRID Finish: Black Sand|Back: Fixed|Seam Style: Waterfall|Ganging: Retractable|Tube Profile: Smooth|Chair Upholstery: |• Truman - Marsh, I-Clean	Each	40	$168.00	$6,720.00
	Freight Estimate		1	$1,944.87	$1,944.87
	Freight Estimate-Lift Gate Service		2	$50.00	$100.00

Subtotal	**$15,309.87**
Sales Tax	**$0.00**
Quote Total	**$15,309.87**

THANK YOU FOR CHOOSING MITY!

Signature: _____ ***Date:*** _____

**** NET Pricing Applied. * Quotes are valid for 30-days. * Delivery is Dock-to-Dock. * Sales Tax may be applicable and is subject to change at time of shipment.***

**** Customer is responsible for offloading order at delivery time unless otherwise prearranged.***

****Freight Quotes are estimates. The Freight charge on your order, will reflect the current freight cost the day the order is placed.***

** Mity, Inc. charges a 3% processing fee for all credit card payments.*

*** The quoted price does not include any unforeseen tariff costs. These costs, if applicable, will be added based on the current market rate at the time of order placement.**

MityLite Inc. P.O. BOX 732698, Dallas, TX, 75373-2698 US | PHONE 801-224-0589 ext 4200 FAX 801-224-6191

GREEN ELECTRICAL SOLUTIONS

Electrical Contractor
Commercial - Industrial

QUOTE

June 24, 2026 26-718

Steve Anderson
City of Plymouth
525 Farmer
Plymouth, MI 48170

Attention: Steve Anderson
Regarding: **LED Lighting over Bleachers**

Steve, I'm pleased to offer the following proposal for the LED lighting over the bleachers:

- Proposal #1 Labor and Truck
- Proposal #2 Articulating Lift and Material

Proposal #1.....$3,830.00
Proposal #2.....$2,080.00

If acceptable, please indicate it in the spaces provided, then please sign, and send.

We thank you for the opportunity to quote your electrical requirements.

Sincerely,

Don Green
Master Electrician

This proposal will be valid for 30 days from quote date.

GENERAL ESTIMATE

SHAW
CONSTRUCTION &
MANAGEMENT CO.
COMMERCIAL & INDUSTRIAL
GENERAL CONTRACTORS

Project Name: Plymouth Cultural Center Additional Lighting Package
Date: 6.19.26
Estimator: TB

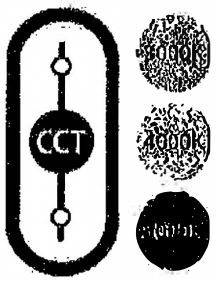
Description	Quan	U.P. Mat	U.P. Labor	U.P. Sub	Material	Labor	Sub	Total
RAB Fixtures	1				**$0.00**	**$0.00**	**$0.00**	**$0.00**
RAB H17XL High Bay Fixture	10	$222.21			$2,222.10	$0.00	$0.00	$2,222.10
RAB MVS50LCB LC Blue Controller	10	$55.59			$555.90	$0.00	$0.00	$555.90
RABZDIMLCV Wireless Dimmer	1	$37.49			$37.49	$0.00	$0.00	$37.49
RAB Lightcloud Blue Battery Remove Control	1	$50.25			$50.25	$0.00	$0.00	$50.25
RAB T8-15-48G-ACCT-HYB T8 15w	25	$8.41			$210.25	$0.00	$0.00	$210.25
TOTALS					$210.25	$0.00	$0.00	$3,075.99

Miscellaneous				Total Mat. Labor Sub's	$3,075.99
General Condition 2%	0	$150.00	$0.00	Miscellaneous	$230.00
Supervision	1	$90.00	$50.00		
Laborer	2	$70.00	$140.00	Sub-Total	$3,305.99
Final Cleaning	0	$500.00	$0.00	Contingency 0%	$0.00
Permit 2%	0	$0.00	$0.00		
Porta John	0	$150.00	$0.00		
Dumpster	0	$550.00	$0.00	Sub-Total + Contigency	$3,305.99
Equipment Rental	0	$1,500.00	$0.00	OHP 10%	$330.60
		Total	$230.00		
Alternates:				Sub-Total + O.H. & Profit	$3,636.59
				Estimate Total	$3,636.59



Now available in four models.

We've added two new power packages to the H17 family, making it even more versatile and ready to handle countless applications. All models have three selectable wattages and three CCTs.



H17S	H17	H17XL	H17XXL
			
 100W 80W 60W	 150W 120W 100W	 240W 200W 150W	 500W 400W 300W
up to 15,000 lumens	up to 22,000 lumens	up to 37,000 lumens	up to 79,000 lumens

Feature Page

DLC LISTED PREMIUM

100,000-HOUR LED LIFESPAN

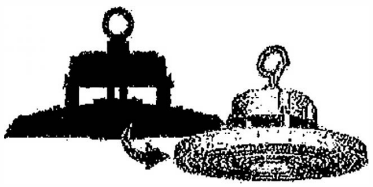
480-VOLT OPTION

WIRELESS NETWORKED CONTROLS

5 YEAR LIMITED WARRANTY

LEADING-INDUSTRY WARRANTY

RAB's standard warranty is subject to all terms and conditions as found at www.rablighting.com/warranty



It's dropped a few sizes.

The newest generation of the H17 is smaller and lighter than its already-compact original. The smallest body is less than a foot in diameter, and the entire family delivers incredibly high output, replacing up to 1000W MH while boasting even higher efficacy than before...all at a rock-bottom price.

Available with smart controls.

The H17 includes an expansion port that makes it easy to screw on standard or Lightcloud Blue-enabled passive infrared (PIR) and microwave (MVS) sensors, which can be configured to adjust brightness and hold time, saving additional energy and costs. A remote is also available for an additional level of control.

PIR Sensor Kit: PIR40, PIR40B, PIR20, PIR20B
Microwave Sensor Kit: MVS50B, MVS20, MVS20B
Remote (for standard PIR and MVS Sensors only): MSR1
Lightcloud Blue-Enabled PIR Sensor Kit:
PIR40/LCB, PIR40B/LCB, PIR20/LCB, PIR20B/LCB
Lightcloud Blue-Enabled MVS Sensor Kit:
MVS50/LCB, MVS50B/LCB, MVS20/LCB, MVS20B/LCB

Lightcloud®

DIMMING | REMOTE CONTROL | PIR SENSOR | MVS SENSOR | DAYLIGHT HARVESTING

Accessories galore.

Various reflectors, refractors, lenses, and wire guards are available for the H17 family, in addition to mounting accessories and battery backups.



**Drop lens can only be used with the polycarbonate refractor. May not be combined with the aluminum reflector. Wire guard can only be mounted directly to fixture.*

Emergency testing made easy.

With the Lightcloud Blue-enabled emergency battery backup, you can now conduct monthly and annual testing right from your phone, saving you precious time. You can also easily export reports to keep you in compliance with NFPA101 requirements!

Lightcloud®



Ordering Matrix

Product Family	Size/Wattage	Mounting	Color Temp	Finish	Driver	Controls
H17						
	S — 100/150/175W Blank — 150/175/200W XL — 250/320/350W XXL — 500/740/1000W	Blank — Hook	Blank — 3000K/4000K/5000K	Blank — White B — Black	Blank — 120-277V, 0-10V Dimming /480 — 480V, 0-10V Dimming*	Blank — No Option /SCP — 6' Cord & 120V Plug** /SCP2 — 6' Cord & 277V Plug** /SCPT7 — 6' Cord & 480V Plug /LCBS — Lightcloud Blue PIR Sensor

*Available on 150W and above models only
**Not available for 480V models

EXHIBIT C: SIGNAGE SPECIFICATIONS

Attached, please find the sketch and samples of the sign layout that we are suggesting for all IGA Grant projects. The specifications are as follows:

All parks millage signs must include language that states, **made possible through the Wayne County Parks millage in cooperation with (*place your municipality name here)***

- Sign size 48" x 30" ¾" marine grade plywood
- Sign is to be one sided, two sides is optional
- To be cut with" carriage "style top i.e. arched (optional)
- Color options are determined by the municipality
- Font should be traditional styles in Helveticas, Arial, Times New Roman
- Include County Logo, County Executive and County Commissioners names.
- We suggest using 3M Reflective Adhesive waterproof vinyl. Painting is optional
- Vertical post shall be 4"x 6" weather proof timbers routed on 4" side to accommodate the sign, staining of posts optional
- Bury post a minimum of 42" into ground and backfill with dirt and compost, concrete footing is optional
- Bottom of sign shall be 2ft. minimum above grade
- Sign will be secured to post with flat head Galvanized wood screws (approx. #10) 2 per post (min.)
- Proof to be provided of final design prior to fabrication and installation

We are flexible on fabrication and colors as long as it resembles the example attached.
Any request to deviate from the signage should be directed to the Parks Director.

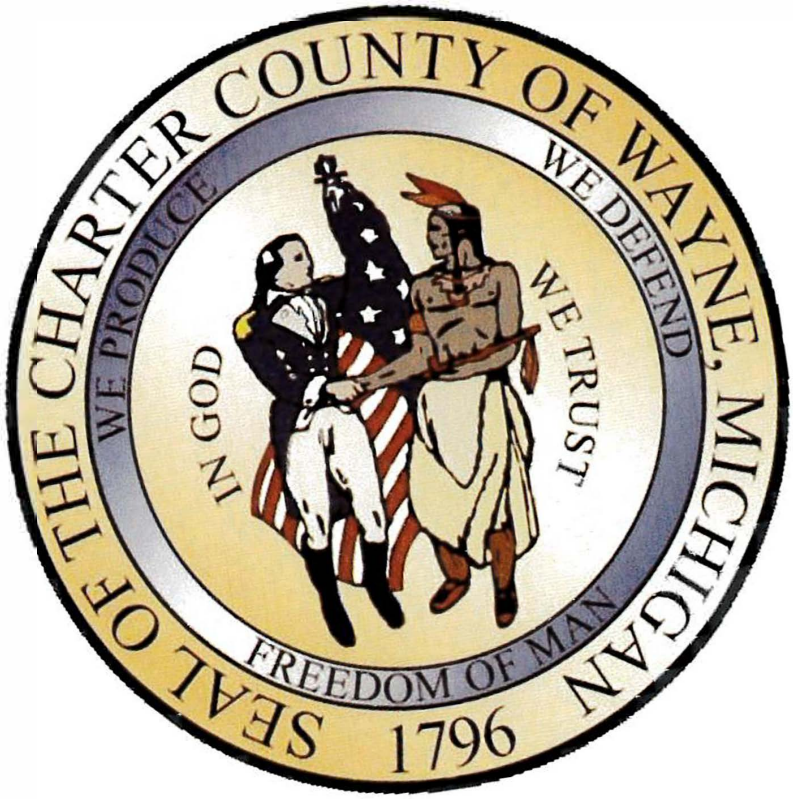

SEAL OF THE CHARTER COUNTY OF WAYNE, MICHIGAN
WE PRODUCE
WE DEFEND
IN GOD
WE TRUST
FREEDOM OF MAN
1796

Exhibit D: INSURANCE COVERAGES

City, at its expense, or any contractors, subcontractors, consultants or agents retained by City (each a "Contractor"), at their own expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives or employees. Contractor shall maintain at least the following minimum coverage:

Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

Umbrella or Excess Liability

Policy in an amount not less than $1,000,000. Umbrella or excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

Automobile Liability

Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than $1,000,000 per accident for bodily injury and property damage.

Workers' Compensation

Insurance as required by the State of Michigan, with Statutory limits, and employer's liability insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

Professional Liability (if Design/Build)

Insurance appropriate to the Contractor's profession, with limits no less than $3,000,000 per occurrence or claim, $3,000,000 aggregate.

Builder's Risk (Course of Construction)

Insurance utilizing "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards)

Insurance with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

If the Contractor maintains higher limits than the minimum insurance coverage required as stated above in this Exhibit, the Contractor shall maintain the coverage for the higher insurance

limits for the duration of this Agreement.

Additional Insured Status

The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor grants to the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

Claims-made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The retroactive date must be shown and must be before the date of this Agreement or the date the Contractor starts to perform the services.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of this Agreement.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to this Agreement's effective date, the

Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Exhibit. The County shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Exhibit, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

➢ The Contractor must submit certificates evidencing the insurance to the County Risk Management Division at the time the Contractor executes an agreement with the City, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Surety Bonds

The Contractor shall provide the following surety bonds: 1) bid bond; 2) performance bond; 3) payment bond; 4) maintenance bond. The payment bond and the performance bond shall be in a sum equal to the contract price. If the performance bond provides for a one year warranty a separate maintenance bond is not necessary. If the warranty period specified in the contract is for longer than one year a maintenance bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Michigan and secured through an authorized agent with an office in Michigan.

Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: *S:\Manager\Porman Files\Memorandum - CLEMIS Intergvernmental Agreement 08-03-26.docx*
Date: July 30, 2026
RE: Intergovernmental Agreement Oakland County – CLEMIS police program

Background

The Plymouth Police Department has participated in the Courts and Law Enforcement Management Information System (CLEMIS) since 2004. CLEMIS is a mission-critical public safety information system that provides dispatch, records management, report writing, jail management, mobile data access, crime analysis, crime mapping, and secure information sharing among participating law enforcement agencies. These services are essential to the department's daily operations and regional coordination efforts.

Historically, CLEMIS operated as a division of Oakland County. In 2025, Oakland County, along with Bloomfield Township and White Lake Township, established the independent CLEMIS Authority through an interlocal agreement. This new governance structure transitions CLEMIS from a County-operated service to an independent public authority while maintaining continuity of service for participating agencies. The purpose of the new authority is to ensure the long-term sustainability of the CLEMIS system, provide modern governance, and continue advancing public safety technology and regional information sharing.

To remain a participating agency under the new governance structure, each member agency must execute a new Participation Agreement with the CLEMIS Authority. The agreement incorporates a Main Services Agreement that establishes the terms and conditions for continued participation, including service levels, data ownership, cybersecurity requirements, user responsibilities, payment provisions, and technical support.

The City's subscription to CLEMIS is for an initial one-year term beginning October 1, 2026, through September 30, 2027, and automatically renews annually unless either party provides notice of termination at least 30 days prior to the expiration of the current term. Tonight's action is merely approving the Participation Agreement and the approval for our contractual obligation for costs, etc. will come at a later date. The cost is not expected to increase as a result of switching to the independent authority.

Approval of this agreement does not represent the implementation of a new records management system or a change in police operations. Rather, it authorizes the City's continued participation in the CLEMIS network under the new organizational structure, ensuring uninterrupted access to the technology and services relied upon by the Plymouth Police Department each day.

Recommendation

It is recommended that the City Commission approve the CLEMIS Participation Agreement and authorize the Mayor to execute the agreement on behalf of the City of Plymouth, allowing the Plymouth Police Department to continue uninterrupted participation in the CLEMIS Authority and its regional public safety information system. There is a memo from Police Chief Al Cox, which provides further background. This agreement has been extensively reviewed by the Police Department and the City Attorney.

There is a proposed resolution attached.

Please feel free to contact Chief Cox or myself with any questions.

PLYMOUTH POLICE DEPARTMENT MEMORANDUM

TO: CHRIS PORMAN, CITY MANAGER

FROM: A.L. COX, DIRECTOR OF PUBLIC SAFETY

SUBJECT: CLEMIS PARTICIPATION AGREEMENT

DATE: 7/30/2026

Background

CLEMIS has served as the police department's mission-critical platform for Dispatch, Records Management, and Report Writing since 2004. Over the past 22 years, the department has scaled its usage to include vital modules such as Mugshot, Citations, Auto-Impound, Evidence Room, Activity Logs, Traffic Crash, and CrimeMapping. This cooperative system allows investigators to access cross-county criminal justice data efficiently.

In late 2025, CLEMIS transitioned from a department under the Oakland County government into an independent regional authority. While daily system operations and software interfaces remain nearly unchanged, this structural shift requires all participating municipalities to execute an updated inter-local agreement. Even though the new Participation Agreement is similar to the previous one, it does update technical definitions to reflect the newly formed regional authority and incorporates the foundational inter-local agreements that established it. It should be noted that the City Attorney has thoroughly reviewed the newly drafted Participation Agreement and has found it acceptable.

Recommendation

CLEMIS has served us well over the last 22 years and remains vital to the daily operations and long-term research capabilities of the police department. The new regional authority structure is projected to improve service delivery and accelerate technological research and development.

I respectfully request that the City Commission approve the attached Participation Agreement and authorize the mayor to execute the document.

If you have any questions or concerns, please let me know.

Docusign Envelope ID: 08C24E07-5C8E-8054-8031-01B25C617B25

PARTICIPATION AGREEMENT

Courts and Law Enforcement Management Information System (CLEMIS) Authority

By execution of this Participation Agreement by the Participant and the CLEMIS Authority, the Participant, Oakland County, the Initial Participants, and each other Participant under the CLEMIS Interlocal Agreement enter into an agreement incorporating the Interlocal Agreement initially between Oakland County, the Charter Township of Bloomfield, and the Charter Township of White Lake creating the Courts and Law Enforcement Management Information System (CLEMIS) Authority by this reference (available at https://www.clemisauthority.org/forms/). A reference copy of the CLEMIS Interlocal Agreement must be attached. This Participation Agreement also includes the contents of this cover page and incorporates the CLEMIS Main Services Agreement (the "MSA"). Capitalized terms used but not defined in this Participation Agreement are as defined in the CLEMIS Interlocal Agreement.

PARTICIPANT	
Full Legal Name: **Notice Address:**	City of Plymouth Police Department 201 S Main Street Plymouth, MI 48170
Primary Contact Name:	Al Cox, Director of Public Safety
Primary Contact Email:	acox@plymouthpolice.org

ATTACHMENTS *(attach)*	
The following attachments are included with this agreement.	
Authorizing Resolution or Legal Authorization	An authorizing resolution in substantially the form as provided in Exhibit B of the CLEMIS Interlocal Agreement has been adopted by the governing body of the Participant and a copy is attached. If the Participant does not have a governing body, confirmation of legal authorization to enter into the CLEMIS Interlocal Agreement and sign the CLEMIS MSA is attached.
CLEMIS Main Services Agreement	A copy of the CLEMIS MSA is attached.
CLEMIS Interlocal Agreement	A copy of the CLEMIS Interlocal Agreement is attached.

SIGNATURES

Each party is signing this Participation Agreement on the date stated below that party's signature. The date of this Participation Agreement and the Main Services Agreement will be the date this Participation Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Participant:	**Authority:**
[PUBLIC AGENCY NAME] City of Plymouth Police Department	COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM (CLEMIS) AUTHORITY
By: _____	By: _____
Name: Linda Filipczak	Name: _____
Title: Mayor	Executive Director
Date: _____	Date: _____

Docusign Envelope ID: 08C24E07-5C8E-8054-8031-01B25C617B25

MAIN SERVICES AGREEMENT

This Main Services Agreement (**"MSA"**) contains the standardized terms for the provision of services by the Authority to the Public Agency. This MSA and each Order Form constitute the agreement between the Authority and the Public Agency (this **"Agreement"**). Capitalized terms are defined in context or in Section 1.

1 Definitions

(a) For purposes of this Agreement, the following definitions apply:

(1) **"Acceptable Use Policy"** means the Acceptable Use Policy made available through the Authority website, as it may be amended from time to time.

(2) **"Agreement"** is defined in the preamble.

(3) **"Authority"** means the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic under the Interlocal Agreement.

(4) **"Business Day"** means a day that is not a Saturday, Sunday, or a state public holiday under 1865 PA 124, as amended, MCL 435.101 to 435.103.

(5) **"Confidential Information"** means information disclosed by or on behalf of one party (as discloser) to the other party (as recipient) under this Agreement, in any form, which: (A) the discloser identifies to recipient as "confidential" or "proprietary"; or (B) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. The Authority's Confidential Information includes technical or performance information about the Service, and the Public Agency's Confidential Information includes Public Agency Data. Confidential Information does not include information subject to disclosure under the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 to 15.246 (**"FOIA"**).

(6) **"Documentation"** means the Authority's usage documentation for the Service. This documentation may include terms and conditions, including pricing or payment terms, that are specific to particular functionality in the Service.

(7) **"DPA"** is defined in Section 4(c).

(8) **"Effective Date"** means the effective date of the first Order Form executed by the Public Agency.

(9) **"Interlocal Agreement"** means the Interlocal Agreement, filed with the Office of the Great Seal on October 23, 2025, and any amendments thereto, between the County of Oakland, the Charter Township of Bloomfield, the Charter Township of White Lake, and any subsequent Participants thereunder.

(10) **"Law"** means all laws, regulations, executive orders, rules, court orders, or other binding requirements of a government authority that apply to a party.

(11) **"Order Form"** means a Public Agency Order Form related to the provision of the Service, Support, or Professional Services.

(12) **"Personal Data"** means Public Agency Data relating to an identified or identifiable natural individual.

(13) **"Points of Contact"** means the individuals designated by the Public Agency as a primary contact and a secondary contact for the Public Agency.

(14) **"Professional Services"** means system setup, configuration, training, data migration, or other professional services that the Authority furnishes to the Public Agency related to the Service.

(15) **"Public Agency"** means the legal entity that executes an Order Form.

(16) **"Public Agency Data"** means any data, contents, or information that the Public Agency (including its Users and Technology Partners) submits to its Service accounts or generates by or through the Service. "Public Agency Data" includes, but is not limited to, public safety data.

(17) **"Public Agency Materials"** means materials and resources that the Public Agency makes available to the Authority in connection with Professional Services.

(18) **"Security Measures"** means that term as defined in the Security Measures made available through the Authority website.

(19) **"Service"** means the service provided by the Authority for the exchange and access to public safety software data, as described in more detail in this Agreement and the Documentation.

(20) **"Statement of Work"** means a statement of work for Professional Services that is executed by the parties.

(21) **"Support"** means support for the Service as described in Section 5.

(22) **"Support Policy"** means the support policy made available through the Authority website.

(23) **"Suspension Event"** is defined in Section 12.

(24) **"Taxes"** is defined in Section 11(g).

(25) **"Technology Partner"** means a third-party technology vendor to the Public Agency that has been identified in an Order Form (or otherwise in writing by the Public Agency) to be authorized, in accordance with this Agreement, to submit data to or receive data from the Service on the Public Agency's behalf.

(26) **"Term"** means the term for the Public Agency's use of the Service as identified in an Order Form.

(27) **"Trials and Betas"** mean access to the Service (or Service features) on a free, trial, beta, or early access basis.

(28) **"Usage Data"** means the Authority's technical logs, data, and learnings about a Public Agency's use of the Service, excluding Public Agency Data.

(29) **"User"** means an employee or contractor of the Public Agency that the Public Agency allows to use the Service.

(30) **"Virus"** means viruses, malicious code, malware, or similar harmful materials.

(b) Capitalized terms not defined in this Agreement shall have the meaning prescribed to them in the Interlocal Agreement.

2 **Service**

(a) **Data Sharing.** As specified in an Order Form, the Public Agency will upload Public Agency Data into the Service, including by means of a Technology Partner product. The Public Agency hereby authorizes the sharing of Public Agency Data with other public agencies that use the Service, subject to the terms of this Agreement and the Order Form.

(b) **Data Access.** Subject to this Agreement, the Public Agency may authorize Users within its organization to access and use the Service for governmental and public safety purposes during the Term. The Public Agency's access rights include the right to permit Users within the Public Agency's organization to access the Service in accordance with the terms of applicable Order Forms. The Public Agency shall comply with the Documentation and applicable policies in accessing and using the Service.

(c) **Technology Partners.** As specified in the applicable Order Form, Public Agency Data may be provided to or received from a Technology Partner through an integration with the Service. The Public Agency's use of a Technology Partner product is governed by the Public Agency's agreement with the Technology Partner, and the Authority is not responsible or liable for the performance of Technology Partner products, including their use of Public Agency Data.

3 **Users**

The Public Agency may permit Users to use the Service on its behalf. Users must be employees or contractors of the Public Agency. The Public Agency is responsible for provisioning and managing its User accounts, for its Users' actions through the Service and for their compliance with this Agreement. The Public Agency shall ensure that Users keep their login credentials confidential, and the Public Agency shall promptly notify the Authority upon learning of any compromise of User accounts or credentials.

4 **Data**

(a) Subject to this Agreement, the Authority will access and use Public Agency Data only to: (1) provide and maintain the Service, Support, and Professional Services under this Agreement; and (2) provide certain Public Agency Data to a third party

(*e.g.*, an insurance company) as has been specifically approved in writing by the Public Agency, in an Order Form or otherwise.

(b) The Authority shall implement and maintain the Security Measures. The Public Agency shall not submit to the Service any data controlled under the United States International Traffic in Arms regulations.

(c) The parties shall adhere to any Data Processing Addendum (**"DPA"**) identified on an Order Form.

(d) The Authority may collect Usage Data and use it to operate, improve, and support the Service and for other lawful governmental or public safety purposes, including benchmarking and reports. However, except as otherwise required by applicable law, the Authority shall not disclose Usage Data externally unless it is: (1) deidentified so that the Usage Data does not identify the Public Agency, its Users, or any other person; and (2) aggregated with data across other participants.

(e) The Public Agency is the owner of all Public Agency Data and is required to provide Public Agency Data in a format agreed by the parties and as required by applicable Law. The Public Agency is responsible for ensuring the accuracy and currency of its Public Agency Data. Except as otherwise provided in this Agreement, the Public Agency shall have access to Public Agency Data at all times.

(f) During a Term, the Public Agency may create reports of its Public Agency Data from the Service (or the Authority will otherwise make the Public Agency Data available to the Public Agency) as described in the Documentation.

(g) The Authority will not store credit card account numbers and associated security information. Credit card data will be handled by a credit card data processor, subject to its terms, conditions, and policies.

(h) The Authority shall comply with FOIA. However, pursuant to Section 5(9) of FOIA, 1976 PA 442, as amended, MCL 15.235(9), the Authority is not considered to be in possession of, retain, or be the custodian of a public record stored on behalf of the Public Agency. If the Authority receives a written request for a public record that is stored on behalf of the Public Agency, the Authority shall, within ten (10) business days after receipt of the request, give written notice to the requesting person identifying the Public Agency and stating that the requesting person must submit the request to the Public Agency.

(i) Pursuant to the Enhanced Access to Public Records Act, 1996 PA 462, as amended, MCL 15.441 to MCL 15.445 (the **"EAPRA"**), the Authority may make Public Agency Data immediately available for public inspection, purchase, or copying by digital means. As a condition to the Authority providing enhanced access under the EAPRA, the Public Agency must first identify the Public Agency Data subject to the EAPRA and adopt an enhanced access policy that complies with the EAPRA. The Public Agency is responsible for ensuring that the fees for providing enhanced access that appear on the fee schedule maintained by the Authority pursuant to Section 11(b) of this MSA do not exceed a "reasonable fee" as that term is defined in the EAPRA, or that the Public Agency has established different reasonable fees in an Order Form.

5 **Support**

(a) The Authority shall provide Support for the Service as described in the Support Policy.

6 **Statements**

(a) Each party states the following:

(1) that it has the legal power and authority to enter into this Agreement;

(2) that it will use industry-standard measures to avoid introducing Viruses into the Service; and

(3) that it is not listed on any United States government list of prohibited or restricted parties.

(b) The Public Agency states it is the owner of Public Agency Data, has the right to provide Public Agency Data with the Service, and grants the Authority the right to use Public Agency Data specified in this Agreement, without violating nonparty intellectual property, privacy, or other rights.

(c) The Authority states the following:

(1) THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE AUTHORITY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

(2) The Authority makes no warranty that: (i) the Service will meet the Public Agency's requirements; (ii) the Service will be uninterrupted, timely, secure, or error-free; or (iii) the results that may be obtained by the Service will be accurate or reliable.

(3) Any material or data downloaded or otherwise obtained through the use of the Service is accessed at the Public Agency's discretion and risk. The Public Agency will be solely responsible for any damage to its computer system or loss of data that results from the downloading of any material.

7 **Usage**

(a) The Public Agency shall comply with the Acceptable Use Policy and the Documentation.

(b) Except as explicitly permitted in this Agreement, the Public Agency shall not and shall not permit others to do any of the following:

(1) sell, sublicense, distribute, or rent the Service or the data from the Service (in whole or part), excluding Public Agency Data;

(2) grant non-Users access to the Service or use the Service to provide a hosted or managed service to others;

(3) reverse engineer, decompile, or seek to access the source code of the Service, except to the extent these restrictions are prohibited by Law, and then only upon advance written notice to the Authority;

(4) copy, modify, create derivative works of, or remove proprietary notices from the Service;

(5) conduct security or vulnerability tests of the Service, interfere with its operation, or circumvent its access restrictions;

(6) use the Service to develop a product that competes with the Service.

8 **Auditing**

Upon the Authority's written request, the Public Agency shall provide a signed certification: (a) verifying the Service is being used in accordance with the terms of this Agreement; and (b) listing the locations in which the Service is accessed, number of Users, and any other information reasonably requested by the Authority. The Authority may, at the Authority's expense and not more than once annually, audit the Public Agency's use of the Service and compliance with this Agreement. The audit will be conducted during business hours and will not interfere with the Public Agency's activities. The Public Agency shall provide the Authority or its auditor with all reasonable information and assistance required to enable the Authority to determine whether the Public Agency is in compliance with this Agreement. If the audit reveals that the Public Agency has underpaid fees to the Authority, the Public Agency will be invoiced for the underpaid fees based upon the Authority's price list at the time the fees would have otherwise been incurred. If the Public Agency does not pay the underpaid fees within thirty (30) days after the invoice date, the Public Agency will be charged with interest at a rate of one and one-half percent (1.5%) per month or partial month until paid. If the audit reveals that the Public Agency has underpaid fees totaling five percent (5%) or more of the fees due in any year, the Public Agency shall reimburse the Authority for all reasonable expenses associated with the audit.

9 **Professional Services**

The Authority shall perform Professional Services as described in an Order Form or Statement of Work, which may identify additional terms or milestones for the Professional Services. The Public Agency shall give the Authority access within five (5) business days to Public Agency Materials reasonably needed by the Authority for Professional Services, and the Authority shall use the Public Agency Materials only for purposes of providing Professional Services. Except as otherwise expressly stated in an Order Form or Statement of Work, the Professional Services shall not include travel or lodging expenses. The Public Agency may use code or other deliverables that the Authority provides as part of Professional Services only in connection with the Public Agency's authorized use of the Service under this Agreement.

10 **Purchase of Third Party Products**

The Authority may from time to time facilitate the purchase by the Public Agency of third party products. The Authority's role will be limited to facilitating payment and the execution by the Public Agency of the applicable agreement with the third party product

vendor. The Authority will not be a party to this agreement with the third party product vendor, and will not have any responsibility or liability related to the performance of the third party product.

11 **Fees; Payment**

(a) **Authorized Representatives.** The Public Agency shall provide the Authority with current written authorization identifying representatives who are authorized to execute Order Forms, including any limitations on their authority. The Public Agency shall promptly notify the Authority of any changes to authorized representatives. The Authority may rely on such written authorizations until notified of changes.

(b) **Fee Schedules and Updates.** Current fee schedules shall be maintained by the Authority in a separate fee schedule document and made available through the Authority website. The Authority may update fee schedules from time to time with at least one hundred and twenty (120) days' notice, provided that the updated fee schedules shall not take effect until the next Term, consistent with this Section 11.

(c) **Payment Terms.** Unless the Order Form states otherwise, all amounts are due within sixty (60) days after the invoice date. Late payments are subject to a charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. Fees and expenses are not refundable, except as expressly provided in this Agreement.

(d) **Appropriations and Budget Limitations.** All payment obligations under this Agreement and any Order Forms are subject to annual appropriation of funds by the Public Agency's governing body. If sufficient funds are not appropriated, the Public Agency may terminate the affected Order Form upon thirty (30) days' written notice to the Authority without penalty, provided that the Public Agency has made good-faith efforts to obtain necessary appropriations.

(e) **Fee Disputes.** If the Public Agency disputes an invoice, the Public Agency shall notify the Authority within the payment period, and the parties must seek to resolve the dispute over a thirty (30)-day discussion period. The Public Agency is not required to pay disputed amounts during the discussion period but will timely pay all undisputed amounts. After the discussion period, either party may pursue any available remedies.

(f) **Taxes.** Unless the Public Agency is tax-exempt, the Public Agency is responsible for any sales, use, goods and services, value-added, withholding, or similar taxes or levies that apply to its Order Forms, whether domestic or foreign ("**Taxes**"), other than any income tax payable by the Authority. Fees do not include Taxes.

12 **Suspension**

The Authority may suspend the Public Agency's access to the Service and related services due to a Suspension Event, but where practicable, the Authority shall give the Public Agency prior notice so that the Public Agency may seek to resolve the issue and avoid suspension. The Authority is not required to provide prior notice in exigent circumstances or for a suspension made to avoid material harm or violation of Law. Once a Suspension

Event is resolved, the Authority shall promptly restore the Public Agency's access to the Service in accordance with this Agreement. For purposes of this Section 12, **"Suspension Event"** means: (a) Except during fee disputes as described in Section 11(f), the Public Agency's account is thirty (30) days or more overdue; (b) the Public Agency is in breach of Section 7; or (c) the Authority believes the Public Agency's use of the Service risks material harm to the Service or others.

13 **Term; Termination**

(a) Each Term will last for an initial twelve (12)-month period unless the Order Form states otherwise. Each Term will renew for successive periods unless: (1) the parties agree on a different renewal Order Form; or (2) either party notifies the other of non-renewal at least thirty (30) days prior to the end of the current Term.

(b) This Agreement starts on the Effective Date and continues until the end of all Terms, unless sooner terminated in accordance with its terms. If no Term is in effect, either party may terminate this Agreement for any or no reason with notice to the other party.

(c) Either party may terminate the applicable Order Form (in whole or in part) or this Agreement (together with all Order Forms) if the other party does one or more of the following:

(1) is in material breach of an Order Form or this Agreement and the breach remains uncured thirty (30) or more days after notice; or

(2) ceases operation without a successor.

(d) Upon termination or cancellation of this Agreement, the Authority shall provide a copy of Public Agency Data to the Public Agency in an electronic format and time period determined by the Authority. Upon written confirmation from the Public Agency that it received its data, the Authority may delete Public Agency Data, and each party shall delete any Confidential Information of the other in its possession or control. If the Authority incurs any costs in copying Public Agency Data, the Public Agency shall be responsible for such costs and shall reimburse the Authority according to the terms of an invoice provided by the Authority. The Authority may waive these costs in its sole discretion.

(e) The Public Agency's right to use the Service, Support, and Professional Services ends upon any termination or expiration of the applicable Order Form or this Agreement, subject to this Section 13.

(f) Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

(g) Sections 1, 4, 7, 8, 11, 13, 14, and 17 through 33, will survive the termination of this Agreement.

14 **U.S. Government Public Agencies**

To the extent applicable, the Service is "commercial computer software" or a "commercial item" for purposes of Federal Acquisition Regulation (FAR) 12.212 and for

Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202. Use, reproduction, release, modification, disclosure, or transfer of the Service is governed solely by the terms of this Agreement, and all other use is prohibited.

15 **Trials and Betas**

The Authority may offer optional Trials and Betas. Use of Trials and Betas is permitted only for the Public Agency's internal evaluation during the period designated by the Authority on the Order Form (or if not designated, thirty (30) days). Either party may terminate the Public Agency's use of Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features never released. Notwithstanding anything else in this Agreement, the Authority offers no warranty, indemnity, SLA, or Support for Trials and Betas and its liability for Trials and Betas will not exceed $1,000.

16 **Subcontractors**

(a) The Authority may use subcontractors and permit them to exercise its rights and fulfill its obligations under this Agreement, but the Authority remains responsible for their compliance with this Agreement and for the Authority's overall performance under this Agreement.

(b) Section 16(a) does not limit any additional terms for subprocessors under a Data Protection Addendum.

(c) Technology Partners are not subcontractors under this Agreement.

17 **Intellectual Property**

(a) Neither party grants the other any rights or licenses not expressly set out in this Agreement.

(b) Except for the Authority's express rights in this Agreement, as between the parties, the Public Agency retains all intellectual property and other rights in Public Agency Data and Public Agency Materials provided to the Authority.

(c) Except for the Public Agency's express rights in this Agreement, as between the parties, the Authority and its licensors retain all intellectual property and other rights in the Service, Professional Services deliverables, and related Authority technology.

(d) If the Public Agency provides the Authority feedback regarding improvement or operation of the Service, the Authority may use the feedback without restriction or obligation.

18 **Confidentiality**

(a) A party receiving Confidential Information shall:

(1) use Confidential Information only to fulfill its obligations and exercise its rights under this Agreement;

(2) not disclose Confidential Information to nonparties without the other party's prior approval, except as permitted in this Agreement;

(3) protect Confidential Information using at least the same precautions the party receiving Confidential Information uses for its own similar information, with no less than a reasonable standard of care.

(b) A party receiving Confidential Information may disclose the Confidential Information to its employees, agents, contractors, and other representatives with a legitimate need to know (including, for the Authority, any subcontractors), if the party receiving the Confidential Information remains responsible for its compliance with this Section 18 and is bound to confidentiality obligations no less protective than those included in this Section 18.

(c) Confidentiality obligations under this Section 18 do not apply to information that the party receiving the information can document: (1) is or becomes public knowledge through no fault of the recipient; (2) it rightfully knew or possessed, without confidentiality restrictions, before receipt from the disclosing party; (3) it rightfully received from a nonparty without confidentiality restrictions; or (4) it independently developed without using or referencing Confidential Information.

(d) The parties acknowledge that a breach of this Section 18 may cause substantial harm for which monetary damages are an insufficient remedy. Upon a breach of this Section 18, the party disclosing the Confidential Information may seek appropriate equitable relief, including an injunction, in addition to other remedies.

(e) A party receiving Confidential Information may disclose Confidential Information to the extent required by Law, including FOIA. If permitted by Law, the party receiving Confidential Information shall provide the party disclosing Confidential Information with reasonable advance notice of the required disclosure and reasonably cooperate, at the disclosing party's expense, to obtain confidential treatment for the Confidential Information.

19 **Liability Limitations**

(a) Except when prohibited by law, the Authority's entire liability arising out of or related to this Agreement will be subject to a cap of the amounts paid or payable by the Public Agency to the Authority under this Agreement in the twelve (12) months immediately preceding the first incident giving rise to liability.

(b) Neither party will have any liability arising out of or related to this Agreement for indirect, special, incidental, reliance, or consequential damages or damages for loss of use, lost profits, or interruption of business, even if informed of the possibility of any in advance.

20 **Mutual Compliance with Laws**

(a) Each party shall comply with all Laws that apply to its performance under this Agreement, including, but not limited to, the C.J.I.S. Policy Council Act, 1974 PA 163, as amended, MCL 28.211 to 28.216.

(b) Through this Agreement, the parties commit that they will operate all software solutions in conformance with the CJIS Security Policy ("**CJISSECPOL**") Version 6.0 and any successor brought into effect by the Federal Bureau of Investigation

(the "**FBI**") during the term of this Agreement, but excluding draft versions of CJISSECPOL released for comment or review and similar proposed policy versions that may be released by the FBI but not finally adopted.

(c) In accordance with CJISSECPOL, certain control requirements apply to personnel with unescorted access to unencrypted criminal justice information, including the parties' personnel operating these solutions. These controls include:

(1) PS-3 (Personal Screening), mandating that the criminal justice agency using the Service conduct a fingerprint-based record check on the parties' personnel;

(2) AT-3 (Awareness and Training), mandating that the parties' personnel complete annual CJIS Security Awareness Training; and

(3) SA-9 (External System Services), mandating that the parties' personnel sign the CJIS Security Addendum.

21 **Catastrophic Event**

(a) If a Catastrophic Event prevents a party from complying with any one or more obligations under this Agreement, that inability to comply is not a breach if: (1) that party uses Reasonable Efforts to perform those obligations; (2) that party's inability to perform those obligations is not due to its failure to: (A) use Reasonable Efforts to protect itself against events or circumstances of the same type as that Catastrophic Event; or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Catastrophic Event; and (3) that party complies with its obligations under Section 21(b).

(b) If a Catastrophic Event occurs, the noncomplying party shall promptly notify the other party of the occurrence of that Catastrophic Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter, the noncomplying party shall update that information as reasonably necessary. During a Catastrophic Event, the noncomplying party shall use Reasonable Efforts to limit damages to the other party and to resume its performance under this Agreement.

(c) For purposes of this Section 21, the following definitions apply:

(1) "**Catastrophic Event**" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party (other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that party's not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance.

(2) "**Reasonable Efforts**" means, with respect to a given obligation, the efforts, consistent with the practice of other non-state governmental entities in Michigan and their vendors with respect to a Catastrophic

Event, that a reasonable person in the party's position would use to comply with that obligation as promptly as possible.

22 **Governmental Function; Immunity**

The parties performance of their obligations under this Agreement is a governmental function of providing criminal justice and public safety services to serve the public and to provide aid for persons and property. The parties intend that nothing in this Agreement be interpreted as a waiver by any party of any governmental immunity available to a party under Laws.

23 **Nonparties**

Except as expressly provided in this Agreement, this Agreement does not create for any party and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any party's rights in this Agreement, or any other right.

24 **Non-Assignment**

No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party.

25 **Authority Name Changes**

The Authority may change its name from time to time as provided in Section 5.6 of the Interlocal Agreement. Any such name change shall not require amendment of this Agreement, and all references to the Authority by its former name shall be deemed to refer to the Authority as renamed.

26 **Modification; Waiver**

(a) Subject to Sections 26(d) and 26(e), no amendment of this Agreement will be effective unless it is in writing, approved by the governing body of the Authority, and signed by an authorized officer of the Public Agency.

(b) The parties may amend the quantities or other items on an Order Form by mutual written agreement.

(c) No waiver under this Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

(d) With notice to the Public Agency, the Authority may modify the Support Policy or Security Measures to reflect new features or changing practices, but the modifications must not be retroactive or materially decrease the Authority's overall obligations during a Term.

(e) An Order Form may not modify any other part of this Agreement unless the Order Form specifically identifies the provisions that it modifies.

27 **Notice**

(a) A notice or other communication under this Agreement will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows:

(1) if a paper copy is delivered by a delivery organization that allows users to track deliveries, upon receipt as stated in the tracking system;

(2) if a paper copy is delivered by another means, when the intended recipient or a representative of the intended recipient signs for it;

(3) if it is delivered by email, when the intended recipient acknowledges by notice in accordance with this Section 27 (but without need for further acknowledgement) having received that message, except that a read receipt or an automatic reply will not constitute acknowledgement of a message for purposes of this Section 27; or

(4) if the intended recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

(b) For a notice under this Agreement to be valid, it must be addressed using the information in the Order Form for that party or any other information stated by that party in a notice in accordance with this Section 27.

(c) If a notice addressed to a party is received after 5:00 p.m. on a Business Day at the location specified in the address for that party, or on a day that is not a Business Day at the location specified in the address for that party, then the notice will be deemed to have been received at 9:00 a.m. on the next Business Day.

28 **Points of Contact**

In addition to notice contact information, the Public Agency shall designate on the Order Form contact information for one individual to act as a primary contact person and a second individual to act as a secondary contact person for the Public Agency for communications relating to the Service and its operation and use. The Public Agency shall notify the Authority of any change in the Public Agency's primary contact person or secondary contact person by notifying the Authority pursuant to Section 27.

29 **Severability**

The parties acknowledge that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, they would want the court to interpret this Agreement as follows:

(a) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;

(b) if an unenforceable provision is modified or disregarded in accordance with this Section 29, by holding that the rest of the Agreement will remain in effect as written;

(c) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and

(d) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.

30 **Electronic Signatures**

(a) If this Agreement is an Electronically Signed Document, all of the following apply:

(1) the Authority states that the intention of an individual signing on behalf of the Authority on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;

(2) The Public Agency states that the intention of an individual signing on behalf of the Public Agency on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;

(3) the parties acknowledge that the Electronic Signatures on all Electronically Signed Documents are legally binding; and

(4) each party hereby waives all rights to repudiate the authenticity or validity of an Electronic Signature on an Electronically Signed Document to the extent the repudiation is based in whole or in part on the fact that the signature is not in an original handwritten form using physical ink and paper.

(b) The Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN), as amended, 15 USC 7001 to 7031, or the Uniform Electronic Transactions Act, 2000 PA 305, as amended, MCL 450.831 to 450.849, or both, as applicable, govern an Electronic Signature on this Agreement. The Uniform Computer Information Transactions Act (UCITA) does not govern an Electronic Signature on this Agreement.

(c) For purposes of this Section 30, the following definitions apply:

(1) **"Electronic Signature"** means any form of signature provided on behalf of a party other than an original handwritten signature, including any type of image created in any manner (whether electronically or otherwise), which image could reasonably be interpreted as an indication of the signer's intent to sign the document.

(2) **"Electronically Signed Document"** means any document received by a party in connection with this Agreement, or the correction or amendment of any such document, to which an Electronic Signature is affixed, attached, or otherwise logically associated.

31 **Governing Law**

Michigan law governs this Agreement.

32 **Jurisdiction and Venue**

Except as otherwise required by law or court rule, as the exclusive means of bringing an adversarial proceeding to resolve any dispute arising out of this Agreement or the subject matter of this Agreement, a party may bring the proceeding in the courts of the State of Michigan.

33 **Entire Agreement**

This Agreement is the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether oral or written, between the parties.

4916-4051-6262.1

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CLEMIS

INTERLOCAL AGREEMENT

This interlocal agreement is between OAKLAND COUNTY, a Michigan body corporate organized under 1973 PA 139, as amended, MCL 45.551 to 45.573 (the "**County**"), the CHARTER TOWNSHIP OF BLOOMFIELD, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34 ("**Bloomfield Township**"), the CHARTER TOWNSHIP OF WHITE LAKE, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34 ("**White Lake Township**"), and each other "**Public Agency**" (as defined in section 1.1(a)(35)) that becomes a "**Participant**" (as defined in section 1.1(a)(29)) pursuant to this agreement.

In 1968, the County created an information system for courts and law enforcement (the "**CLEMIS System**") (as defined in section 1.1(a)(13)) to address the inability of criminal justice and public safety agencies to electronically share data in a timely manner.

Since its creation, the CLEMIS System, which is operated and maintained by the County's Department of Information Technology, has expanded to become a multi-faceted, regional public safety information management system used by the County and many other Public Agencies. The CLEMIS System is composed of several software applications.

The purpose of the CLEMIS System is to provide innovative technology and related services to criminal justice and public safety agencies to enable the sharing of data and the improved delivery of criminal justice and public safety services. Public Agencies using the CLEMIS System have realized lower costs and efficiencies in providing criminal justice and public safety services, thereby providing first responders additional time to serve and protect residents.

The County has the power, privilege, and authority under Michigan law to provide criminal justice and public safety services.

Bloomfield Township, White Lake Township, and each Participant also each have the power, privilege, and authority to provide criminal justice and public safety services.

Section 28 of article 7 of the Michigan Constitution of 1963 and the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512, authorize a Public Agency to exercise jointly with any other Public Agency any power, privilege, or authority that the Public Agencies share in common and that each might exercise separately.

The parties want to jointly exercise powers related to criminal justice and public safety services and create a new intergovernmental entity to operate and manage the CLEMIS System.

The parties therefore agree as follows:

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ARTICLE 1
DEFINITIONS

1.1 Defined Terms

(a) For purposes of this agreement, the following definitions apply:

(1) "**Act 7**" means the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512.

(2) "**Assumed Liabilities**" means that phrase as defined in section 6.2(a)(8).

(3) "**Authority**" means the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic under section 3.1.

(4) "**Authority Board**" means that phrase as defined in section 4.1.

(5) "**Authorizing Resolution**" means that phrase as defined in section 9.1(b).

(6) "**Bloomfield Township**" means the Charter Township of Bloomfield, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34.

(7) "**Budget Act**" means the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended, MCL 141.421 to 141.440a.

(8) "**Business Day**" means a day other than a Saturday, Sunday, or legal holiday observed by the State of Michigan.

(9) "**Cash and Cash Equivalents**" means that phrase as defined in section 6.2(c)(1).

(10) "**C.J.I.S. Act**" means the C.J.I.S. Policy Act, 1974 PA 163, as amended, MCL 28.211 to 28.215.

(11) "**CLEMIS Authority**" means the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic under section 3.1.

(12) "**CLEMIS Main Services Agreement**" or "**CLEMIS MSA**" means the services agreement provided for in section 3.5.

(13) "**CLEMIS System**" means the criminal justice information system for courts and law enforcement created by the County, operated and maintained as "CLEMIS" by the County's Department of Information Technology before February 1, 2026, and transferred to and operated and maintained by the Authority pursuant to this agreement after January 31, 2026.

(14) "**Contracts**" means that term as defined in section 6.2(c)(2).

(15) "**Copyrights**" means that term as defined in section 6.2(c)(5)(C).

(16) **"County"** means Oakland County, a Michigan body corporate organized under 1973 PA 139, as amended, MCL 45.551 to 45.573.

(17) **"County I.T. Services Agreement"** means that phrase as defined in section 6.7(a).

(18) **"Criminal Justice Agency"** means a court or other Public Agency, or any subunit of the court or Public Agency, that engages in the administration of criminal justice pursuant to a law or executive order and that allocates a substantial part of its annual budget for the administration of criminal justice. Criminal Justice Agency includes a state or federal inspector general office.

(19) **"Effective Date"** means the effective date of this agreement as provided under section 10.1.

(20) **"Executive Committee"** means the executive committee of the Authority Board created under section 4.5.

(21) **"Executive Director"** means the executive director of the Authority provided for under section 4.12.

(22) **"Initial Participants"** includes the County, Bloomfield Township, and White Lake Township.

(23) **"Intellectual Property"** means that phrase as defined in section 6.2(c)(3).

(24) **"Intellectual Property Agreements"** means that phrase as defined in section 6.2(c)(4).

(25) **"Intellectual Property Assets"** means that phrase as defined in section 6.2(c)(5).

(26) **"Nonparty Claim"** means that phrase as defined in section 11.2(f)(1).

(27) **"OMA"** means the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275, as defined in section 4.3.

(28) **"Operations"** means that term as defined in section 6.2(a)(7).

(29) **"Participant"** means a party to this agreement other than the Initial Participants.

(30) **"Participation Agreement"** means an agreement with a Participant in the form provided at exhibit A.

(31) **"Participation Form"** means that phrase as defined in section 9.1(a).

(32) **"Patents"** means that term as defined in section 6.2(c)(5)(A).

(33) **"Person"** means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including a governmental entity.

(34) **"Proceeding"** means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.

(35) **"Public Agency"** means a political subdivision of the State of Michigan or of another state of the United States or of Canada, including a state government; a county, city, village, township, charter township, school district, single or multipurpose special district, or single or multipurpose public authority; a provincial government, metropolitan government, borough, or other political subdivision of Canada; an agency of the United States government; or a similar entity of any other state of the United States and of Canada. As used in this section 1.1(a)(35), agency of the United States government includes an Indian tribe recognized by the federal government before 2000 that exercises governmental authority over land within the State of Michigan.

(36) **"Representative"** means that term as defined in section 11.2(f)(2).

(37) **"Tangible Personal Property"** means that phrase as defined in section 6.2(a)(6).

(38) **"Trademarks"** means that term as defined in section 6.2(c)(5)(B).

(39) **"Trade Secrets"** means that phrase as defined in section 6.2(c)(5)(G).

(40) **"Transfer Agreement"** means that phrase as defined in section 6.2(a).

(41) **"Transfer Date"** means that phrase as defined in section 6.2(a).

(42) **"Transferred Assets"** means that phrase as defined in section 6.2(a)(7).

(43) **"White Lake Township"** means the Charter Township of White Lake, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34.

ARTICLE 2
PURPOSE

2.1 Purpose of Agreement

The purpose of this agreement is to create and empower a public body corporate and politic to implement the powers, privileges, and authorities of each of the parties with respect to the subject matter of this agreement, including the operation of a public safety management information system for court and law enforcement purposes.

2.2 Method for Exercise of Power

The Authority will exercise power under this agreement as provided in this agreement.

2.3 **Management and Direction**

The Executive Committee has the responsibility, authority, and right to manage and direct on behalf of the public the functions or services performed or exercised under this agreement to the extent provided in this agreement.

ARTICLE 3
CREATION OF AUTHORITY

3.1 **Creation of CLEMIS Authority**

The Courts and Law Enforcement Management Information System (CLEMIS) Authority is hereby created as a separate legal entity for the purpose of exercising the powers, privileges, and authorities under this agreement and applicable law, including executing the provisions of this agreement. The Authority is a public body corporate and politic. The Authority may use the name "CLEMIS Authority".

3.2 **Principal Office**

The principal office of the Authority will be at a location determined by the Executive Committee.

3.3 **Title to Authority Assets**

Unless otherwise expressly provided in this agreement, all property of the Authority is owned by the Authority as a separate legal entity and public body corporate and politic, and no party has any ownership interest in property of the Authority.

3.4 **Tax-Exempt Status**

(a) The Authority must not be operated for profit.

(b) No part of any earnings of the Authority may inure to the benefit of a Person other than the Initial Participants or the Participants.

(c) The parties intend that the activities of the Authority are tax exempt as governmental functions carried out by an instrumentality or political subdivision of government under section 115 of the Internal Revenue Code of 1986, as amended, 26 USC 115, or any corresponding provisions of any future federal tax code.

(d) The parties also intend that the activities of the Authority are governmental functions carried out by a political subdivision of the State of Michigan, exempt to the extent provided under Michigan law from taxation, including all of the following:

(1) income taxes under the City Income Tax Act, 1964 PA 284, as amended, MCL 141.501 to 141.787;

(2) sales taxes under the General Sales Tax Act, 1933 PA 167, as amended, MCL 205.51 to 205.78;

(3) use taxes under the Use Tax Act, 1937 PA 94, as amended, MCL 205.91 to 205.111;

(4) income taxes under the Income Tax Act of 1967, 1967 PA 281, as amended, MCL 206.1 to 206.847; and

(5) property taxes under The General Property Tax Act, 1893 PA 206, as amended, MCL 211.1 to 211.155.

3.5 **CLEMIS Main Services Agreement**

After January 31, 2026, each party also must be a party to a CLEMIS Main Services Agreement ("**CLEMIS MSA**") between the party and the Authority relating to the use of the CLEMIS System by that party. The Authority may enter into a CLEMIS MSA with a Public Agency that is not an Initial Participant or a Participant.

3.6 **Statements of Fact**

(a) Each party states that it has taken all action and secured all approvals required to permit the party to enter into this agreement.

(b) Each party states that the individual signing this agreement on behalf of the party has the legal authority to sign this agreement and to bind the party to the terms of this agreement.

(c) The verb used to introduce a statement of fact in this agreement is not intended to affect the remedies available for inaccuracy of that statement of fact.

ARTICLE 4
GOVERNANCE

4.1 **Authority Board**

(a) A board is created for the Authority (the "**Authority Board**") as required by section 7(1) of Act 7, MCL 124.507(1). The Authority Board includes all of the following members:

(1) one member appointed by the governing body of the County;

(2) one member appointed by the governing body of Bloomfield Township;

(3) one member appointed by the governing body of White Lake Township;

(4) one member appointed by the governing body of each Participant;

(5) one member appointed by the county executive of the County (the "**County Executive**") who is an employee or officer of the County;

(6) one member appointed by the County Executive who is an employee or officer of the Office of the Oakland County Sheriff; and

(7) 15 other members appointed by the County Executive.

(b) All of the following apply to a member of the Authority Board appointed under section 4.1(a):

(1) each member must be appointed for a term of four years unless the member is being appointed to fill a vacancy caused for a reason other than the expiration of a term;

(2) a member may be removed from the Authority Board at the will of the appointing authority for the member;

(3) a vacancy caused for a reason other than the expiration of a term must be filled by the appointing authority for the vacating member for the remainder of the vacating member's unexpired term; and

(4) a member may continue to serve after the expiration of the member's term until a successor is appointed and qualified.

(c) Before entering upon the duties as a member of the Authority Board, each member of the Authority Board must take and subscribe to the oath of office required by section 1 of article 11 of the Michigan Constitution of 1963. A copy of each oath of office must be filed with the clerk of the County.

(d) An appointing authority under section 4.1(a) shall notify the Executive Committee of any appointments made under section 4.1(a).

4.2 **Authority Board Powers**

The Authority Board shall review the annual audit of the Authority, may evaluate the performance of the Authority, and shall, if required by law, review acts of the Executive Committee. The Authority Board may advise the Executive Committee on all matters relating to the Authority, including the Authority's budget and amendments to this agreement.

4.3 **Authority Board Meetings**

The County Executive shall convene the initial meeting of the Authority Board. The Authority Board shall hold at least one annual meeting at the place, date, and time determined by the Authority Board. Meetings of the Authority Board must comply with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275 (the "**OMA**"). Public notice of the time, date, and place of Authority Board meetings must be provided in the manner required by the OMA.

4.4 **Authority Board Quorum and Voting**

A majority of the members of the Authority Board then in office will constitute a quorum for the transaction of Authority Board business. The Authority Board shall act by a majority vote of the members appointed and serving at the time of the vote. Members of the Authority Board shall not engage in proxy voting.

4.5 **Executive Committee**

(a) An executive committee of the Authority Board (the "**Executive Committee**") is hereby created.

(b) The Executive Committee consists of the following nine members of the Authority Board:

(1) the member of the Authority Board appointed by the County Executive under section 4.1(a)(5); and

(2) eight members appointed by the County Executive, including all of the following:

(A) two members of the Authority Board representing cities, townships, or villages;

(B) one member of the Authority Board representing counties; and

(C) five members of the Authority Board representing other Public Agencies.

(c) The initial terms of office of the members of the Executive Committee appointed under section 4.5(b)(2) will be as follows:

(1) two members appointed for a term of four years;

(2) two members appointed for a term of three years;

(3) two members appointed for a term of two years; and

(4) two members appointed for a term of one year.

(d) After the initial terms under section 4.5(b)(2), subsequent appointments of members of the Executive Committee appointed under section 4.5(b)(2) will be for terms of four years. The County Executive shall fill a vacancy on the Executive Committee caused other than by expiration of a term in the same manner as the original appointment under section 4.5(b)(2) for the balance of the unexpired term.

(e) A member of the Executive Committee may continue to serve after the expiration of the member's term until a successor is appointed and qualified.

(f) To serve as a member of the Executive Committee, a person must be a member of the Authority Board.

(g) Before entering upon the duties as a member of the Executive Committee, each member of the Executive Committee must take and subscribe to the oath of office required by section 1 of article 11 of the Michigan Constitution of 1963. A copy of each oath of office must be filed with the clerk of the County.

4.6 **Executive Committee Powers**

Except as otherwise provided in section 4.2, the Executive Committee shall exercise the powers of the Authority. The Executive Committee shall appoint the Executive Director of the Authority. The Executive Committee has the power to manage and direct on behalf of the public the functions or services performed under this agreement. The Executive

Committee is responsible for compliance by the Authority with rules and procedures applicable to the Authority under the C.J.I.S. Act.

4.7 **Executive Committee Meetings**

The member of the Executive Committee described in section 4.5(b)(1) shall convene the initial meeting of the Executive Committee and shall serve as chairperson of the Executive Committee. The Executive Committee shall meet regularly at the place, date, and time as the Executive Committee determines, but not less than quarterly. Meetings of the Executive Committee must comply with the OMA. Public notice of the time, date, and place of Executive Committee meetings must be given in the manner required by the OMA.

4.8 **Executive Committee Quorum and Voting**

A majority of the members of the Executive Committee then in office constitutes a quorum for the transaction of business. The Executive Committee shall act by a majority vote of its members. Members of the Executive Committee shall not engage in proxy voting.

4.9 **Bylaws**

The Executive Committee may adopt bylaws consistent with this agreement and applicable law governing the activities of the Executive Committee.

4.10 **Committees**

(a) The Executive Committee shall establish a Finance Committee as an advisory body consisting of members of the Authority Board to advise the Executive Committee not less than once per year on fees and other charges sufficient to pay the expenses of the CLEMIS System and the Authority.

(b) The Executive Committee may establish other committees consisting of members of the Authority Board to advise the Executive Committee on matters relating to the Authority and this agreement.

4.11 **Advisory Groups**

The Executive Committee may establish advisory groups consisting of individuals representing parties to this agreement and persons or entities to which the Authority provides services to advise the Executive Committee on matters relating to the Authority, including a user advisory group.

4.12 **Executive Director**

The Executive Committee shall appoint the chief executive officer of the Authority (the "**Executive Director**"). The Executive Director shall administer all programs, funds, personnel, contracts, and all other administrative functions of the Authority, subject to oversight of the Executive Committee. The Executive Director shall receive compensation as determined by the Executive Committee. All terms and conditions of the Executive Director's employment, including length of service, must be specified in a written contract between the Executive Director and the Authority. The Executive Director will serve at the pleasure of the Executive Committee, and the Executive Committee may remove or

discharge the Executive Director by a vote of at least a majority of the members of the Executive Committee.

4.13 **Fiduciary Duty**

The members of the Authority Board, the Executive Committee, and the Executive Director are under a fiduciary duty to conduct the activities and affairs of the Authority in the best interests of the Authority, including the safekeeping and use of all Authority money and other Authority assets for the benefit of the Authority. The members of the Authority Board, the Executive Committee, and the Executive Director shall discharge this duty in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

4.14 **Compensation**

The members of the Authority Board and the Executive Committee will receive no compensation for the performance of their duties. A member of the Authority Board or the Executive Committee may engage in private or public employment, or in a profession or business. Members of the Authority Board and the Executive Committee may be reimbursed by the Authority for expenses incurred (such as travel and meals) relating to the performance of official duties of the Authority.

4.15 **Ethics and Conflicts of Interest**

The Executive Committee shall adopt ethics policies governing the conduct of Authority Board members, the Executive Committee, and the officers and employees of the Authority. The policies must be no less stringent than those provided for public officers and employees under 1973 PA 196, as amended, MCL 15.341 to 15.348. Members of the Authority Board, the Executive Committee, and the officers and employees of the Authority will be deemed to be public servants under 1968 PA 317, as amended, MCL 15.321 to 15.330, and are subject to any other applicable laws with respect to conflicts of interest. The Executive Committee shall establish policies and procedures requiring disclosure of relationships that may give rise to conflicts of interest.

4.16 **Fees and Charges**

The Executive Committee shall establish fees and other charges sufficient with other resources to pay the expenses of the CLEMIS System and the Authority. When establishing fees and other charges, the Executive Committee shall consider any recommendation from the Finance Committee required by section 4.10(a).

ARTICLE 5
POWERS OF AUTHORITY

5.1 **General Powers**

(a) In carrying out its purposes and otherwise executing this agreement, the Authority may perform, or perform with any Person, as applicable, any power, privilege, or authority that the parties share in common and that each might exercise separately

to the fullest extent permitted by Act 7 and other applicable law. The enumeration of a power in this agreement is not a limitation upon the powers of the Authority.

(b) Among other things, the Authority may do all of the following:

(1) make or enter into contracts;

(2) employ agencies or employees;

(3) acquire, construct, manage, maintain, or operate buildings, works, or improvements;

(4) acquire, own, hold, operate, maintain, lease, or sell real or personal property and dispose of, divide, or distribute any property;

(5) incur debts, liabilities, or obligations that, except as expressly authorized by the parties, do not constitute the debts, liabilities, or obligations of any of the parties;

(6) cooperate with a Public Agency or an agency or instrumentality of the Public Agency;

(7) make loans from the proceeds of gifts, grants, assistance funds, or bequests in order to further its purposes;

(8) form other entities necessary to further the purposes of this agreement; and

(9) sue and be sued in the name of the Authority.

(c) The Authority may not bind a party to this agreement, unless otherwise agreed to by the party.

(d) The Authority may not levy a tax.

5.2 **Additional Powers**

(a) The Authority also may do all of the following:

(1) employ, engage, compensate, transfer, or discharge necessary personnel, subject to the provisions of applicable law;

(2) fix and collect charges, rates, rents, fees, loan repayments, loan interest rates, or other charges on loans;

(3) promulgate necessary rules and provide for their enforcement by or with the assistance of the parties to accomplish the purposes of this agreement;

(4) accept gifts, grants, assistance funds, or bequests and use the same for the purposes of this agreement;

(5) apply for and accept grants, loans, or contributions from any source and secure grants, loans, or other contributions;

(6) make claims for federal or state aid payable to a party on account of the execution of this agreement, with the consent of the party;

(7) determine the manner of responding for any liabilities that might be incurred through performance of the Agreement and insure against any such liability;

(8) adjudicate disputes or disagreements, the effects of failure of the parties to pay their shares of the costs and expenses agreed to by the parties, and the rights of the other parties in such cases;

(9) engage auditors to perform independent audits of the financial statements of the Authority;

(10) invest surplus funds or proceeds of grants, gifts, or bequests and adopt an investment policy in connection therewith;

(11) employ legal, financial, and technical experts, other officers, agents, or employees, and accept voluntary provision of such services and functions from donor individuals and entities;

(12) study, develop, and prepare reports or plans the Authority considers necessary to further the purposes of this agreement and to monitor and evaluate performance under this agreement; and

(13) indemnify, as permitted by law, and procure insurance indemnifying any members of the Authority Board, Executive Committee, or officers or employees of the Authority from personal loss or accountability from liability asserted by any Person for any acts or omissions of the Authority.

(b) The Authority may enter into agreements, contracts, or arrangements with a Public Agency or other Person necessary or appropriate to assist the Authority in carrying out its duties and functions.

(c) The Authority may accept gifts, grants, bequests, and other donations for use in performing the Authority's functions. Money or property accepted must be used as directed by the donor in accordance with applicable law, rules, and procedures. The Authority may receive local, state, and federal funds to accomplish its purposes.

(d) The Authority may form and own other legal entities to further the purposes of this agreement. The Authority may cooperate with a Public Agency, an instrumentality of that Public Agency, or other legal or administrative entities created under Act 7.

5.3 **Bonds or Notes; Limitation**

(a) The Authority shall not issue any type of bond in its own name, except as provided in this section 5.3, or in any way indebt a party except as expressly authorized by that party.

(b) The Authority may borrow money and issue bonds or notes in its name for local public improvements or for economic development purposes, but the Authority must not borrow money or issue bonds or notes for an amount that, together with the total outstanding bonded indebtedness of the Authority, exceeds 2 mills of the taxable value of the taxable property within the geographic areas of the parties as

determined under section 27a of The General Property Tax Act, as amended, 1893 PA 206, MCL 211.27a, unless otherwise authorized by Act 7.

(c) Bonds or notes issued by the Authority are the debt of the Authority and not of the parties.

(d) Bonds or notes issued by the Authority are for an essential public and governmental purpose. Pursuant to section 7(7) of Act 7, MCL 124.507(7), bonds or notes, together with the interest on the bonds or notes and income from the bonds or notes, are exempt from all taxes.

(e) Bonds or notes issued by the Authority are subject to the Revised Municipal Finance Act, 2001 PA 34, as amended, MCL 141.2101 to 141.2821.

5.4 **Criminal Justice Agency**

(a) The Authority may exercise the powers, privileges, and authorities of a Criminal Justice Agency. The Authority is hereby designated to perform criminal justice functions and authorized to perform the administration of criminal justice.

(b) The Authority shall comply with applicable state and federal laws relating to criminal justice information, including the C.J.I.S. Policy Act, 1974 PA 163, as amended, MCL 28.211 to 28.215)(the **"C.J.I.S. Act"**), and applicable provisions of the state administrative rules promulgated pursuant to the C.J.I.S. Act.

(c) To the extent permitted by applicable law, the Authority may obtain an originating agency identifier (ORI) assignment from the Criminal Justice Information Services Division of the Federal Bureau of Investigation.

5.5 **Limitation on Political Activity**

The Authority shall not spend any public funds on political activities. This section 5.5 is not intended to prohibit the Authority from engaging in activities permitted under the Michigan Campaign Finance Act, 1976 PA 388, as amended, MCL 169.201 to 169.282.

5.6 **Name of Authority and System**

The Executive Committee may change the name of the Authority and the name used for the CLEMIS System. The Executive Committee shall notify each party to this agreement of a name change under this section 5.6. A name change under this section 5.6 is effective upon a date provided by the Executive Committee after notice required by this section is provided.

ARTICLE 6
CONTRIBUTIONS BY COUNTY

6.1 **Startup Advance**

Not less than 10 Business Days after the Effective Date, the County shall transfer to the Authority $250,000.00 for the initial startup costs of the Authority.

6.2 **Transfer of CLEMIS System Assets to Authority**

(a) Subject to section 6.2(b), effective February 1, 2026 (the "**Transfer Date**"), the County shall transfer to the Authority all of the following both owned by the County and relating to the CLEMIS System, as provided in a transfer agreement between the County and the Authority entered into before the Transfer Date (the "**Transfer Agreement**"):

(1) Cash and Cash Equivalents, including money relating to the CLEMIS System in County internal fund numbers FND53500 (CLEMIS) and FND53100 (Fire Records Management);

(2) accounts or notes receivable owned by the County, and any security, claim, remedy, or other right related to each such account or note receivable;

(3) inventory, finished goods, raw materials, work in progress, packaging, supplies, parts, and other inventories (including consumables);

(4) Contracts;

(5) Intellectual Property Assets;

(6) furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones, and other tangible personal property (the "**Tangible Personal Property**");

(7) any permits or licenses issued by a governmental authority held by the County and required for the conduct of the operations of the CLEMIS System (the "**Operations**") or for the ownership and use of the assets transferred under the Transfer Agreement ("**Transferred Assets**");

(8) any rights to any actions of any nature available to or being pursued by the County to the extent related to the Operations, the Transferred Assets, or liabilities assumed by the Authority under the Transfer Agreement (the "**Assumed Liabilities**"), whether arising by way of counterclaim or otherwise;

(9) any prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, and fees;

(10) any of the County's rights under warranties, indemnities, and all similar rights against other Persons to the extent related to any assets transferred under the Transfer Agreement;

(11) any insurance benefits, including rights and proceeds, arising from or relating to the Operations, the Transferred Assets, or the Assumed Liabilities;

(12) copies of any records, including books of account, ledgers, and general, financial, and accounting records, CLEMIS System user lists, user purchase

histories, user agreements, supplier lists, quality control records and procedures, user complaints and inquiry files, research and development files, records and data, strategic plans, internal financial statements, marketing and promotional surveys, material and research, and files relating to the Intellectual Property Assets and the Intellectual Property Agreements; and

(13) the goodwill and the going concern value of the Operations.

(b) The Transfer Agreement may designate assets retained by the County and not transferred to the Authority.

(c) For purposes of this section 6.2, the following definitions apply:

(1) "**Cash and Cash Equivalents**" means any cash and cash equivalents (including commercial paper, certificates of deposit, and other bank deposits, treasury bills, short-term investments, and all other marketable securities), investment accounts, and other similar cash items, less uncleared checks, wires, automated clearinghouse (ACH) settlements, and drafts.

(2) "**Contracts**" means any contracts, licenses, instruments, notes, commitments, undertakings, joint ventures, donation agreements, and any other agreements, commitments, and legally binding arrangements, whether written or oral, including any legally binding amendments to the preceding.

(3) "**Intellectual Property**" means Intellectual Property both owned by the County and used or held for use in the conduct of the operations of the CLEMIS System as currently conducted or proposed to be conducted, and all (A) royalties, fees, income, payments, and other proceeds now or later due or payable to the County relating to the Intellectual Property, and (B) claims and causes of action relating to the Intellectual Property, whether accruing before, on, or after the Transfer Date, including any rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation of applicable law.

(4) "**Intellectual Property Agreements**" means any license, sublicense, consent to use agreement, settlement, coexistence agreement, covenant not to sue, waiver, release, permission, or other agreement, written or oral, relating to Intellectual Property that is used or held for use in the conduct of the Operations as currently conducted or proposed to be conducted to which the County is a party, beneficiary, or otherwise bound.

(5) "**Intellectual Property Assets**" means any rights in, arising out of, or associated with any of the following in any jurisdiction:

(A) issued patents and patent applications (whether provisional or non-provisional), including divisional, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the preceding and other government issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) ("**Patents**");

(B) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, and the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing ("**Trademarks**");

(C) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the preceding ("**Copyrights**");

(D) internet domain names (including "clemis.org") and social media accounts or user names (including handles), whether or not Trademarks, any associated web addresses, URLs, websites and web pages, social media sites, and pages, and any content and data on or relating to the websites and web pages, social media sites, and pages, whether or not Copyrights;

(E) mask works, and any registrations, applications for registration, and renewals of the registrations or applications for registration;

(F) industrial designs, and all Patents, registrations, applications for registration, and renewals;

(G) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, Technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and any related rights ("**Trade Secrets**");

(H) computer programs, operating systems, applications, firmware, and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other related documentation;

(I) rights of publicity; and

(J) any other intellectual or industrial property and proprietary rights.

6.3 **Other Assets**

On the Transfer Date, in addition to other assets transferred by the County to the Authority, the County shall transfer $9,750,000.00 to the Authority.

6.4 **Liabilities and Contingencies**

On the Transfer Date, the County shall transfer to the Authority and the Authority shall assume the liabilities and contingencies of the County relating to the CLEMIS System as detailed in the Transfer Agreement.

6.5 **County Property and Facilities**

Beginning on the Transfer Date, and continuing through September 30, 2027, the County shall provide the Authority with the use of County facilities and property needed for the operation of the CLEMIS System by the Authority as provided in the Transfer Agreement, including a separately executed lease agreement. The Authority may enter into agreements with the County for the use of County property and facilities effective after September 30, 2027.

6.6 **County Telecommunications and Network Equipment and Services**

Beginning on the Transfer Date and continuing through September 30, 2027, the County shall provide the Authority with the use of the County telecommunications and network equipment and services as provided in the Transfer Agreement. The Authority may enter into agreements with the County for the use of County telecommunications and network equipment effective after September 30, 2027.

6.7 **County I.T. Services Agreements**

(a) By October 3, 2025, the County shall notify each Public Agency that is a party to an agreement for information technology services with the County providing the Public Agency with access to the CLEMIS System (each a "**County I.T. Services Agreement**") of the cancellation of the County I.T. Services Agreement by the County effective February 1, 2026.

(b) When providing notice to a Public Agency under section 6.7(a), the County shall provide the Public Agency with information provided by the Authority regarding the transfers provided under this agreement and instructions on how the Public Agency may enter into an agreement with the CLEMIS Authority for continued access to the CLEMIS System after January 31, 2026.

(c) If the County enters into a County I.T. Services Agreement after the Effective Date, the County I.T. Services Agreement must provide for the termination of the County I.T. Services Agreement effective February 1, 2026.

(d) The County and the Authority may enter into agreements and execute other documents necessary to effectuate this section 6.7.

6.8 **Other Revenue**

After January 31, 2026, the County shall transfer to the Authority money paid to the County and attributable to the CLEMIS System. A transfer under this section 6.8 must be paid to the Authority within 15 Business Days after the end of the month in which money is paid to the County.

6.9 **Nonparty Consents**

To the extent that the County's rights under any agreement or permit that is a Transferred Asset under the Transfer Agreement, or any other Transferred Asset under the Transfer Agreement, may not be assigned to the Authority without the consent of another Person, and the consent has not been obtained as of the Transfer Date, it is the intent of the parties that this Agreement not be construed to assign the Transferred Asset to the Authority if the attempted assignment would constitute a breach of the agreement or permit or be unlawful, and the County shall use reasonable efforts to obtain any required consent as promptly as possible. If any consent is not obtained or if any attempted assignment would be ineffective or would impair the Authority's rights under the Transferred Asset in question, so that the Authority would not effectively acquire the benefit of the rights relating to the Transferred Asset, the County, to the extent permitted by applicable law and the Transferred Asset, shall act after the Transfer Date as the Authority's agent to obtain for the Authority the benefits under the Transferred Asset and shall cooperate to the extent permitted by applicable law and the Transferred Asset in any other reasonable arrangement designed to provide the benefits to the Authority.

ARTICLE 7
EMPLOYEES

7.1 **Employer of Personnel**

(a) The Authority must function as the employer of any employees of the Authority and has the responsibility, authority, and right to manage and direct the employees of the Authority.

(b) No employment relationship exists between the Authority and an employee of an Initial Participant or a Participant.

7.2 **Transfer of County Employees**

(a) On the Transfer Date, the County shall transfer to the Authority each employee of the County indicated in the Transfer Agreement that remains an employee of the County on January 31, 2026. Upon transfer to the Authority, the employees transferred under this section 7.2(a) will each be an employee of the Authority and not employees of the County.

(b) On the Transfer Date, the County shall detail (as provided in this section 7.2(b)) to the Authority each employee of the County indicated in the Transfer Agreement that remains an employee of the County on January 31, 2026. Employees of the County detailed to the Authority under this section 7.2(b) are not employees of the Authority and remain employees of the County. Employees described in this section 7.2(b) will continue within the County's merit system (as applicable to any County merit system employee), and the County's compensation and benefit system, including wages, retirement benefits, seniority, medical leave, vacation, healthcare, and other benefits, with those costs paid by the Authority while the employee is detailed to the Authority. Employees detailed under this section 7.2(b) are subject to direction and

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supervision in the performance of tasks by the Authority, but the County will function as the employer of the employees detailed under this section 7.2(b) and will otherwise have the responsibility, authority, and right to manage and direct the employees. The Authority and the County may enter into agreements relating to the detail of employees under this section 7.2(b).

ARTICLE 8
RECORDS AND FINANCES

8.1 Authority Records

(a) The Authority shall keep and maintain at the principal office of the Authority all documents and records of the Authority.

(b) The records of the Authority must include a copy of this agreement, each Participation Agreement, any amendments to this agreement, and any amended and restated agreement.

(c) The Authority shall make the records of the Authority available to the parties.

(d) The records and documents of the Authority must be maintained until termination of this agreement. Upon termination of this agreement, the records and documents of the Authority must be transmitted to the County.

8.2 Freedom of Information Act

The Authority shall comply with the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 to 15.246.

8.3 Uniform Budgeting and Accounting Act

(a) The Authority shall be subject to and comply with the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended, MCL 141.421 to 141.440a.

(b) Unless otherwise designated by the Executive Committee, the Executive Director shall serve as the chief administrative officer of the Authority for purposes of the Budget Act.

(c) The Executive Committee shall prepare all budgets and budget amendments and the Executive Committee shall approve all budgets and budget amendments for the Authority for each fiscal year of the Authority.

8.4 Financial Statements and Reports

(a) The Authority shall prepare, or cause to be prepared, at the Authority's expense, audited financial statements (balance sheet, statement of revenue and expenses, statement of cash flows, and changes in fund balance) on an annual basis.

(b) The audited financial statements must be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.

(c) A copy of the annual financial statement and report must be filed with the Michigan Department of Treasury and the Authority shall make a copy available to the Authority Board, the Executive Committee, and each of the parties.

8.5 **Deposits and Investments**

The Authority shall deposit and invest money of the Authority not otherwise employed in carrying out the purposes of the Authority in accordance with an investment policy adopted by the Executive Committee that is consistent with applicable law.

8.6 **Disbursements**

Disbursements of money of the Authority must be in accordance with the budget for the Authority adopted by the Executive Committee, consistent with any guidelines or disbursement policies established by the Executive Committee, and in accordance with applicable law.

8.7 **Audits**

(a) The Executive Committee may establish a dedicated audit committee for the purpose of overseeing the accounting and financial reporting processes of the Authority and audits of its financial statements and making recommendations to the Authority Board on approval of the annual audit.

(b) If an audit committee is established, the Executive Committee shall establish specific duties and obligations for the audit committee and standards and qualifications for membership of that committee.

(c) The Executive Committee may require at least one member of an audit committee to be specifically knowledgeable about financial reports.

ARTICLE 9
ADMISSION OF PARTICIPANTS

9.1 **Admission Procedure**

(a) After the Effective Date, a Public Agency may become a Participant by submitting to the Authority a participation agreement signed by the Public Agency in the form included at exhibit A (a "**Participation Form**") in a manner consistent with this section 9.1 and any procedures adopted by the Executive Committee.

(b) A Participation Form must be accompanied by a resolution of the governing body of the Public Agency in substantially the form provided at exhibit B (the "**Authorizing Resolution**").

(c) A Participation Form also must be accompanied by a CLEMIS MSA signed by the Public Agency.

(d) The Executive Director may approve or deny a request from a Public Agency to become a Participant. If the Executive Director approves the request from the Public Agency, the Executive Director shall sign the Participation Form and the CLEMIS

MSA submitted by the Public Agency and transmit a signed copy of the Participation Form and the CLEMIS MSA to the Public Agency.

(e) A Public Agency approved under section 9.1(d) shall do both of the following:

(1) File a copy of (A) the Participation Form signed by the Public Agency and the Authority, (B) a copy of the Authorizing Resolution for the Public Agency, and (C) this agreement with the county clerk of each county in which the Public Agency is located; and

(2) Notify the Authority of the Public Agency's compliance with section 9.1(e)(1).

(f) After notification under section 9.1(e)(2), the Authority shall file a copy of (A) the Participation Form signed by the Public Agency and the Authority, (B) a copy of the Authorizing Resolution for the Public Agency, and (C) this agreement with the clerk of the County.

(g) If the Executive Director does not approve a request from a Public Agency under this section 9.1, the Public Agency is not a Participant.

9.2 **Admission Date**

The effective date of admission of a Participant is the day on which sections 9.1(e) and 9.1(f) are complied with for the Participant.

9.3 **Admission not an Amendment**

The admission of an additional Participant is not otherwise an amendment to this agreement.

ARTICLE 10
TERM, DURATION, WITHDRAWAL, AND TERMINATION

10.1 **Effective Date**

(a) This agreement is effective beginning on the day (the "**Effective Date**") that all of the following are satisfied:

(1) this agreement is approved by the township board of Bloomfield Township;

(2) this agreement is approved by the township board of White Lake Township;

(3) this agreement is approved by the board of commissioners of the County;

(4) this agreement is signed by the supervisor of Bloomfield Township;

(5) this agreement is signed by the supervisor of White Lake Township;

(6) this agreement is signed by the County Executive;

(7) a copy of this agreement is filed with the clerk of the County; and

(8) a copy of this agreement is filed with the Secretary of State.

10.2 **Term**

(a) This agreement is effective beginning on the Effective Date and continues for an initial term of 15 years (the "**Initial Term**").

(b) After the Initial Term, the agreement is extended in five-year increments unless not extended by joint action of the parties.

(c) The term of this agreement also ends upon one or more of the following:

(1) withdrawal by all parties under sections 10.3 and 10.4;

(2) withdrawal by the County under section 10.3;

(3) withdrawal by all Initial Participants and Participants under section 10.4; or

(4) the Transfer Agreement is not approved and effective before February 1, 2026.

10.3 **Withdrawal by County**

The County may withdraw as a party to this agreement upon 18 months' notice of its withdrawal to the Authority. The Authority by the vote of at least three-fourths of the serving members of the Executive Committee may waive the notice period under this section 10.3.

10.4 **Withdrawal by Others**

Initial Participants and Participants other than the County may withdraw from this agreement upon six months' notice to the Authority. The withdrawal of an Initial Participant or Participant other than the County will not terminate or otherwise affect this agreement as to the remaining parties if the County and at least one additional Initial Participant or Participant remains a party to this agreement.

10.5 **Termination or Expiration of CLEMIS MSA**

After January 31, 2026, if an Initial Participant or a Participant terminates the CLEMIS MSA between the Initial Participant or Participant and the Authority or the CLEMIS MSA between the Initial Participant or Participant and the Authority expires, the Initial Participant or the Participant's status as a party to this agreement expires upon the termination or expiration of the CLEMIS MSA.

10.6 **Disposition upon Termination**

(a) As soon as possible after termination of this agreement, the Authority shall wind up its affairs as follows:

(1) all of the Authority's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Authority and distribution of its assets must be paid first; and

(2) title to all property and assets owned by the Authority must be distributed as directed by the Executive Committee, which may include transfer of the property and assets to the County.

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ARTICLE 11
ADDITIONAL PROVISIONS

11.1 **Legal Compliance**

Each party shall comply with the laws and regulations applicable to its activities under this agreement.

11.2 **Relationship and Responsibilities of Parties**

(a) No party is responsible for the acts of the Authority or of the Representatives of any other party, whether acting separately or in conjunction with the implementation of this agreement. The parties are only bound and obligated under this agreement as expressly agreed by each party under this agreement and no party may otherwise obligate any other party because of this agreement.

(b) Each party is responsible for any Nonparty Claims brought against that party and for the acts or omissions of its Representatives arising out of this agreement.

(c) Except as otherwise provided in this agreement, for any dispute arising out of this agreement, each party shall seek its own legal representation and bear the costs of that representation.

(d) The parties hereby acknowledge that no party is legally authorized to indemnify any other party or the Authority. The parties hereby acknowledge that the Authority is not legally authorized to indemnify any party.

(e) A party will not be liable to another party or any other Person for any consequential, incidental, indirect, special, or punitive damages arising out of this agreement regardless of whether the party was informed of the possibility of those damages.

(f) For purposes of this section 11.2, the following definitions apply:

(1) "**Nonparty Claim**" means any Proceeding brought by someone other than a party against one or more parties that arises out of this agreement.

(2) "**Representative**" means, with respect to a party, any of that party's officers, employees, agents, consultants, advisors, or other representatives.

11.3 **Nonparties**

Except as expressly provided in this agreement, this agreement does not create for any Person and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any party's rights in this agreement, or any other right.

11.4 **Governmental Function**

The parties acknowledge that the performance of this agreement is the governmental function of providing criminal justice and public safety services to serve and to provide aid for persons and property.

11.5 **No Waiver of Governmental Immunity**

The parties believe that nothing in this agreement is a waiver by any party of any governmental immunity provided under Act 7 or other law.

11.6 **Non-Assignment**

No party may assign any of its rights or delegate any of its obligations under this agreement without the prior written consent of the other parties.

11.7 **Modification; Waiver**

(a) No amendment of this agreement will be effective unless it is in writing, approved by the governing body of each party, and signed by an authorized officer of the party.

(b) Each party hereby consents to the filing by the Authority of an amendment under section 11.7(a) approved by each party to the amendment on behalf of each party to the amendment.

(c) No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

11.8 **Notice**

(a) A notice or other communication under this agreement will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows:

(1) if a paper copy is delivered by a delivery organization that allows users to track deliveries, upon receipt as stated in the tracking system;

(2) if a paper copy is delivered by another means, when the intended recipient or a representative of the intended recipient signs for it; or

(3) if it is delivered by email, when the intended recipient acknowledges by notice in accordance with this section 11.8 (but without need for further acknowledgement) having received that message, except that a read receipt or an automatic reply will not constitute acknowledgement of a message for purposes of this section 11.8; and

(4) if the intended recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

(b) For a notice under this agreement to be valid, it must be addressed using the information below for that party or any other information stated by that party in a notice in accordance with this section 11.8:

To County: Oakland County
2100 Pontiac Lake Rd
Waterford, MI 48328-2762

To Bloomfield Township	Charter Township of Bloomfield 4200 Telegraph Rd Bloomfield Township, MI 48302-2038
To White Lake Township	White Lake Police Department 7525 Highland Rd White Lake, MI 48383-2938
To a Participant:	To the address provided by the Participant in the Participation Agreement for that Participant.

(c) If a notice addressed to a party is received after 5:00 p.m. on a Business Day at the location specified in the address for that party, or on a day that is not a Business Day at the location specified in the address for that party, then the notice will be deemed to have been received at 9:00 a.m. on the next Business Day.

11.9 **Severability**

The parties acknowledge that if a dispute between the parties arises out of this agreement or the subject matter of this agreement, they would want the court to interpret this agreement as follows:

(1) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;

(2) if an unenforceable provision is modified or disregarded in accordance with this section 11.9, by holding that the rest of the contract will remain in effect as written;

(3) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and

(4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire contract unenforceable.

11.10 **Electronic Signatures**

(a) If a Participation Agreement is an Electronically Signed Document, all of the following apply:

(1) the Authority states that the intention of the individual signing on behalf of the Authority on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;

(2) each Participant states that the intention of the individual signing on behalf of the Participant on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;

(3) the parties acknowledge that the Electronic Signatures on all Electronically Signed Documents are legally binding; and

(4) each party hereby waives all rights to repudiate the authenticity or validity of an Electronic Signature on an Electronically Signed Document to the extent the repudiation is based in whole or in part on the fact that the signature is not in an original handwritten form using physical ink and paper.

(b) The Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN), as amended, 15 USC 7001 to 7031, or the Uniform Electronic Transactions Act, 2000 PA 305, as amended, MCL 450.831 to 450.849, or both, as applicable, govern an Electronic Signature on this agreement or a Participation Agreement for a Participant. The Uniform Computer Information Transactions Act (UCITA) does not govern an Electronic Signature on this agreement or a Participation Agreement for a Participant.

(c) For purposes of this section 11.10, the following definitions apply:

(1) **"Electronic Signature"** means any form of signature provided on behalf of a party other than an original handwritten signature, including any type of image created in any manner (whether electronically or otherwise), which image could reasonably be interpreted as an indication of the signer's intent to sign the document.

(2) **"Electronically Signed Document"** means any document received by a party in connection with this agreement or a Participation Agreement for a Participant, or the correction or amendment of any such document, to which an Electronic Signature is affixed, attached, or otherwise logically associated.

11.11 **Counterparts**

If the parties sign this agreement in several counterparts, each will be deemed an original, but all counterparts together will constitute one instrument.

11.12 **Governing Law**

Michigan law governs any adversarial Proceeding arising out of this agreement.

11.13 **Jurisdiction and Venue**

Except as otherwise required by law or court rule, as the exclusive means of bringing an adversarial Proceeding to resolve any dispute arising out of this agreement or the subject matter of this agreement, a party may bring the Proceeding in the Southern Division of the

United States District Court for the Eastern District of Michigan, the 6th Circuit Court of the State of Michigan, or the 50th District Court of the State of Michigan.

11.14 **Scope of Agreement; Entire Agreement**

This agreement (including for each Participant the Participation Agreement for that Participant) is the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether oral or written, between the parties.

11.15 **Date of Agreement**

The date of this agreement will be the date this agreement is signed by the last of the Initial Participants to sign it (as indicated by the date associated with each Initial Participant's signature). If an Initial Participant signs this agreement but fails to date its signature, the date the County receives that Initial Participant's signature will be deemed to be the date that Initial Participant signed this agreement.

Each Initial Participant is signing this agreement on the date stated opposite the Initial Participant's signature.

[*signature pages follow*]

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OAKLAND COUNTY

Date: 10/8/25, 2025

By: _____
David T. Woodward
Chairperson of the County Board of Commissioners

Date: 10/7/25, 2025

By: _____
David Coulter
County Executive

In Process

Docusign Envelope ID: 08C24E07-5C8E-8054-8031-01B25C617B25

CHARTER TOWNSHIP OF BLOOMFIELD

Date: SEPTEMBER 9, 2025

By: Mike McCready

Mike McCready
Township Supervisor

In Process

Docusign Envelope ID: 08C24E07-5C8E-8054-8031-01B25C617B25

CHARTER TOWNSHIP OF WHITE LAKE

Date: 8-21-25, 2025

By: _____
Rik Kowall
Township Supervisor

122486.000003 4897-1642-7050.9

RESOLUTION FOR GOVERNING BODY OF PARTICIPANTS

Plymouth Police Department
City of Plymouth

RESOLUTION #
Participation in CLEMIS Authority Interlocal Agreement

The City of Plymouth Police Department (the "Public Agency") is a "public agency" as that term is defined under section 2(e) of the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.502(e).

Under section 28 of article 7 of the Michigan Constitution of 1963 and the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512 ("Act 7"), a public agency may exercise jointly with any other public agency any power, privilege, or authority that the public agency shares in common and that each might exercise separately.

The Public Agency possesses the powers, privileges, and authorities to perform various activities relating to courts and law enforcement management information systems.

The Public Agency wants to exercise powers, privileges, and authorities jointly with Oakland County, the Charter Township of Bloomfield, the Charter Township of White Lake, and other participating public agencies under an interlocal agreement creating the Courts and Law Enforcement Management Information System (CLEMIS) Authority (the "CLEMIS Interlocal Agreement") and become a participating public agency under and party to the CLEMIS Interlocal Agreement.

The Public Agency also wants to use the services of the CLEMIS System operated by the Courts and Law Enforcement Management Information System (CLEMIS) Authority (the "Authority") by entering into a services agreement with the Authority.

The City of Plymouth City Commission therefore resolves as follows:

- that the interlocal agreement between Oakland County, the Charter Township of Bloomfield, the Charter Township of White Lake, and other participating public agencies creating the CLEMIS Interlocal Agreement is hereby approved;
- that the City of Plymouth Police Department is hereby authorized to enter into a participation agreement with the Authority to enter into and become a party to the CLEMIS Interlocal Agreement;
- that the City of Plymouth Police Department is hereby authorized to enter into the CLEMIS Main Services Agreement (the "CLEMIS MSA") between the Public Agency and the Authority;
- that the Chief of Police of the City of Plymouth Police Department is hereby authorized and directed to transmit a copy of this resolution to the

Authority and execute the participation agreements for the CLEMIS Interlocal Agreement and the CLEMIS MSA on behalf of the City of Plymouth Police Department; and

- that the Chief of Police of the City of Plymouth Police Department is hereby authorized and directed to file a copy of the participation agreement for the CLEMIS Interlocal Agreement, including the CLEMIS Interlocal Agreement, on behalf of the City of Plymouth Police Department with the clerk of each county in which the Public Agency is located.

Certification

I, Maureen Brodie, Clerk of the City of Plymouth hereby certify all of the following:

(1) that this resolution of the City Commission was adopted at a regular meeting of the City Commission held on August 3, 2026;

(2) that the resolution remains in effect;

(3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and

(4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Motioned by:

Seconded by:

"Motion to approve the interlocal agreement between the City of Plymouth Police Department with the CLEMIS AUTHORTY for the Courts & Law Enforcement Management Information Systems services."

Yes-

No-

Passed-

Date: _____ By: _____

Name: _____
[Clerk]

Administrative Information

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

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

To: Mayor & City Commission
From: Chris S. Porman, City Manager
CC: *S:\Manager\Porman Files\Memorandum - Discussion on Community Conversation - 08-03-26.docx*
Date: July 30, 2026
RE: Community Conversation

Background

Administration is requesting that the City Commission select a date for a second Community Conversation, to be held on either **Monday, August 24, 2026**, or **Thursday, August 27, 2026**.

The City's first Community Conversation provided residents with an opportunity to discuss community priorities and help inform the development of the Commission's 2026 One-Year Tasks. The event reinforced the City's commitment to transparency and meaningful public engagement outside of the traditional public meeting setting.

A second Community Conversation would provide an opportunity to update residents on progress toward those One-Year Tasks, gather feedback on current initiatives, and identify priorities the community would like the Commission to consider in the future. It also serves as an important first step in developing the City's next Five-Year Strategic Plan by collecting public input that can help shape future goals, priorities, and initiatives.

Administration anticipates the event will follow a format similar to the first Community Conversation, including updates on City initiatives, facilitated discussion, and opportunities for residents to ask questions and provide feedback.

Recommendation

Administration recommends that the City Commission select either **Monday, August 24, 2026**, or **Thursday, August 27, 2026**, for the City's second Community Conversation and direct Administration to proceed with planning and public outreach.

Administrative Information

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

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

To: Mayor & City Commission
From: Chris S. Porman, City Manager
CC: S:\Manager\Porman Files\Memorandum - Discussion on Community Gardens - 08-03-26.docx
Date: July 30, 2026
RE: Discussion on Community Gardens

Background

The Old Village Association recently approached the City to discuss the possibility of creating a Community Garden Program, with Pointe Park identified as a potential location. While a small community garden currently exists within the community, it is located on private property and may no longer be available after this growing season. At this time, the City does not have a formal community garden program, policies, or administrative framework to support such an initiative.

Rather than immediately investing significant staff time into developing a program, administration believes it would be beneficial to first have a discussion with the City Commission to determine whether there is interest in pursuing this concept. This conversation would also provide an opportunity for the Commission to offer policy guidance and identify any priorities or considerations they would like administration to evaluate as part of the program's development.

If the Commission expresses interest, administration would conduct additional research and develop a comprehensive proposal for future consideration. This work could include reviewing how other municipalities operate community garden programs, evaluating management options, establishing participant registration and plot assignment processes, developing user agreements, and identifying maintenance responsibilities. Administration could also assess liability and insurance considerations, accessibility, water availability, security, site suitability, infrastructure needs, and estimated startup and ongoing operating costs.

Once this research is complete, administration would return to the City Commission with a detailed program proposal outlining recommended policies, operational guidelines, anticipated costs, funding opportunities, and any agreements or ordinance changes that may be necessary. This would allow the Commission to review the proposal, provide final direction, and determine whether to move forward. If approved, administration believes a Community Garden Program could be developed and ready for implementation during the next growing season.