



Plymouth City Commission

Regular Meeting Agenda

Tuesday, September 2, 2025 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: September 2 <https://us02web.zoom.us/j/86701079446>

Passcode: 450718 Webinar ID: 867 0107 9446

1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call

2. APPROVAL OF MINUTES

- a. August 18, 2025 City Commission Regular Meeting Minutes

3. APPROVAL OF THE AGENDA

4. ENACTMENT OF THE CONSENT AGENDA

- a. Special Event: Wolf Family Picnic - 9/6/25
- b. Special Event: Knights of Columbus Tootsie Roll Drive – 10/10-10/11/25
- c. Special Event: Ski & Snowboard Swap 2025 – 11/7-11/9/25 & 12/5-12/7/25

5. CITIZEN COMMENTS

6. COMMISSION COMMENTS

7. OLD BUSINESS

8. NEW BUSINESS

- a. Sale of used CAT 930H Front End Loader to Plymouth Township
- b. Authorization to hire for Police Department
- c. Zoning Text Amendment – Light Industrial – First Reading
- d. Intergovernmental Contract – Wayne County for Block Grant Funding (CDBG)

9. REPORTS AND CORRESPONDENCE

- a. Liaison Reports
- b. Appointments

10. ADJOURNMENT

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

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

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

City of Plymouth Strategic Plan 2022-2026

GOAL AREA ONE - SUSTAINABLE INFRASTRUCTURE

OBJECTIVES

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

GOAL AREA TWO – STAFF DEVELOPMENT, TRAINING, AND SUCCESSION

OBJECTIVES

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

GOAL AREA THREE - COMMUNITY CONNECTIVITY

OBJECTIVES

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

GOAL AREA FOUR - ATTRACTIVE, LIVABLE COMMUNITY

OBJECTIVES

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

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

-Plymouth Mayor Joe Bida

November 1977



City of Plymouth

City Commission Regular Meeting Minutes

Monday, August 18, 2025, 7:00 p.m.

Kiwanis Park- Auburn & Junction, Plymouth, MI 48170

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

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

ITEM #2.a.

1. CALL TO ORDER

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

Present: Mayor Suzi Deal, Mayor Pro-Tem Colleen Pobur, Commissioners Linda Filipczak, Jennifer Kehoe, Alanna Maguire, Brock Minton, Nick Moroz

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

2. APPROVAL OF MINUTES

- a. August 4, 2025 City Commission Regular Meeting Minutes

Motion to approve the August 4, 2025 City Commission Regular Meeting Minutes made by Filipczak, supported by Pobur;

There was a voice vote.

MOTION PASSED UNANIMOUSLY

3. APPROVAL OF THE AGENDA

Motion to approve the agenda for August 18, 2025 made by Minton supported by Pobur;

There was a voice vote.

MOTION PASSED UNANIMOUSLY

4. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of July 2025 Bills
- b. Special Event: Yoga in the Park – 8/24/2025
- c. Special Event: Ladies Night Out – 9/18/2025
- d. Special Event: Scarecrows in the Park – 9/26/2025-11/3/2025
- e. Special Event: Heros on Hines 5K Run/Walk – 9/27/2025

Motion to approve the consent agenda item made by Maguire supported by Moroz;

There was a voice vote.

MOTION PASSED UNANIMOUSLY

5. CITIZEN COMMENTS

Marques Thomey 802 Coolidge: Thanked DMS, Keep Plymouth Leafy, Plymouth Pollinators for their efforts in neighborhood parks. Spoke about parks and soccer fields in relation to improvements, maintenance, property purchase for additional park space, is not in support of adding another board or committee for parks, partnering with the township has not been possible, supports a parks & rec millage, and streets trees and signs.

Scott Lorenz 1310 Maple: Provided and spoke about a map for the proposed master plan in relation to multi-family housing along Tonquish Creek.

6. COMMISSION COMMENTS

Moroz: thanked Brandon Szachta for efforts on the mother/son bowling event, Thomey for his comments and leadership as a previous commissioner, Kehoe for visiting Dearborn parks & recreation with him, and partnerships with Kiwanis, Lions, Rotary in relation to park upgrades.

Kehoe: spoke about her visit with Moroz to Dearborn learning about their parks and recreation.

Minton: thanked Moroz and Kehoe for their Dearborn visit and spoke about park and recreation and funding options with partnerships.

Maguire: thanked the entire election team for efforts on a successful election.

Deal: Sweet Treats/Safe Streets event is Tuesday Aug 26 in Garden Club Park from 11am-1pm for families to talk about safety with a police officer. Congratulated Vitrine as voted Best Boutique in the Detroit area for 2025 and read an email from the Vitrine staff thanking DDA staff and the business community for their support.

7. OLD BUSINESS - none

8. NEW BUSINESS

a. City Manager Contract

Motion to authorize the following resolution made by Pobur, supported by Kehoe;

RESOLUTION 2025-73

WHEREAS The City of Plymouth Charter requires that the City Commission hire a City Manager to run the day-to-day operations of the city; and

WHEREAS Current City Manager Paul Sincok has announced his retirement to be effective October 17, 2025; and

WHEREAS On July 21, 2025, the City Commission approved the hiring of Chris Porman as City Manager of the City of Plymouth to be effective on October 17, 2025; and

WHEREAS There is a need for an employment agreement between the City and Chris Porman.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby authorize the Employment Agreement between the City of Plymouth and Chris Porman and authorizes the Mayor to execute the agreement on behalf of the City.

Pobur provided an update on the selection process and Moroz thanked everyone for their work on this.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

b. Creation of Corridor Improvement District – Old Village

RESOLUTION 2025-74

CITY OF PLYMOUTH
WAYNE COUNTY, MICHIGAN
A RESOLUTION CREATING THE
OLD VILLAGE CORRIDOR IMPROVEMENT AUTHORITY

At a regular Meeting of the City Commission for the City of Plymouth, Wayne County, Michigan, held at Colonial Kiwanis Park, located at 700 Auburn St, Plymouth, MI 48170, on Monday August 18, 2025, at 7:00 pm.

The following resolution was offered by Commissioner Filipczak and supported by Commissioner Kehoe:

WHEREAS The City Commission has determined that it is necessary for the best interests of the public to revitalize and redevelop its commercial and business corridors and to promote economic growth; and

WHEREAS The City Commission has considered the benefits of a Corridor Improvement Authority for the Old Village Corridor; and

WHEREAS The City Commission on April 21, 2025, adopted a resolution of intent to establish a Corridor Improvement Authority for the Old Village Corridor and set a public hearing on the establishment of a Corridor Improvement Authority for the Old Village Corridor; and

WHEREAS Pursuant to Part 6 of the Recodified Tax Increment Financing Act, Public Act 57 of 2018 ("the Act"), the City Commission on June 2, 2025, conducted a public hearing regarding the establishment of a Corridor Improvement Authority for the Old Village Corridor within the City of Plymouth; and

WHEREAS The Corridor Improvement Authority will be called the Old Village Corridor Improvement Authority; and

WHEREAS The Old Village Corridor Improvement Authority will be created in accordance with the provisions of the Act; and

WHEREAS The Old Village Corridor Improvement Authority Development Area (the "Proposed Development Area"), is comprised of eligible property within an area along Main St., Starkweather St., Mill St., and Plymouth Rd. in the City of Plymouth as specifically identified in Exhibit A; and

WHEREAS Section 605 of the Act sets forth the following criteria for the establishment of development areas:

- (a) Is adjacent to or is within 500 feet of a road classified as an arterial or collector according to the federal highway administration manual "Highway Functional Classification - Concepts, Criteria and Procedures".
- (b) Contains at least 10 contiguous parcels or at least 5 contiguous acres.
- (c) More than 1/2 of the existing ground floor square footage in the development area is classified as commercial real property under section 34c of the general property tax act, 1893 PA 206, MCL 211.34c.
- (d) Residential use, commercial use, or industrial use has been allowed and conducted under the zoning ordinance or conducted in the entire development area, for the immediately preceding 30 years.
- (e) Is presently served by municipal water or sewer.
- (f) Is zoned to allow for mixed use that includes high-density residential use.
- (g) The municipality agrees to all of the following:
 - To expedite the local permitting and inspection process in the development area.
 - To modify its master plan, if necessary, to provide for walkable nonmotorized interconnections, including sidewalks and streetscapes throughout the development area; and

WHEREAS The Proposed Development Area meets all the requirements of Section 605 of the Act.

NOW THEREFORE BE IT RESOLVED that the Old Village Corridor Improvement Authority (the "Authority") is hereby created and established pursuant to the provisions the Act; and

BE IT FURTHER RESOLVED that the Authority shall be dissolved at such time as the Authority has completed the purposes for which it was organized, as determined by the City Commission; and

BE IT FURTHER RESOLVED That the Authority shall be under the supervision and control of a board (the "Authority Board") consisting of the Mayor of the City of Plymouth, and six (6) members appointed by the Mayor in accordance with Section 608 of the Act, and subject to the approval of the City Commission. Not less than one (1) member of the Authority Board shall be a resident of the development area or an area within one-half (½) mile of any part of the development area and not less than a majority of the members shall be persons having an ownership or business interest in property located within the development area. Of the members first appointed, an equal number of members as near as is practicable shall be appointed for one (1) year, two (2) years, three (3) years, and four (4) years. A member shall hold office until the member's successor is appointed. After the initial appointment, each member shall serve for a term of four (4) years. An appointment to fill a vacancy shall be made by the Mayor for the unexpired term only. Members of the Authority shall serve without compensation but shall be reimbursed for actual and necessary expenses. The members of the Authority Board shall hold office, and the Authority Board shall conduct itself in accordance with the terms and conditions of the Act. The Authority Board shall elect a chairperson from its members. Pursuant to notice and after having been given an opportunity to be heard, a member of the Authority Board may be removed for cause by the City Commission; and

BE FURTHER RESOLVED that the Authority shall have the powers and duties as provided for in the Act, except that the Authority shall not have power to borrow money and issue bonds or notes without the approval of the City of Plymouth City Commission; and

BE IT FURTHER RESOLVED that the boundaries of the development area within and with respect to which the Authority shall exercise its powers are hereby designated by the description set forth on the attached Exhibit A and on file in the office of the City Clerk. This designation is subject to alteration or amendment as the City Commission may deem appropriate in the future, subject to limitations provided by law; and

BE FURTHER RESOLVED that the Authority shall adopt bylaws governing its procedures and rules regarding the holding of its meetings, all in accordance with Section 608(3) of the Act, and other applicable provisions in the Act and any other applicable statute. The Authority shall immediately forward a copy of its proposed by-laws and rules to the City Commission in care of the City Clerk. Such bylaws and rules shall be subject to the approval of the City Commission; and

BE IT FURTHER RESOLVED that this Resolution shall be filed with the Secretary of State promptly after its adoption and shall be published at least once in a newspaper of general circulation in the City.

Filipczak, Kehoe, Moroz thanked everyone involved for their proactive efforts on this item and spoke about the opportunities this can create going forward.

Joe Elliott 404 Irvin spoke about the cost/benefit of this and asked about the status of other taxing entities related to opting in/out.

Ellen Elliott 404 Irvin spoke about the make-up of the CIA board and also asked about definition of high-density residential use for the area.

Deal noted that the board will consist of 6 individuals with 2 residents in the planned make-up of the board, however the board has not yet been established.

Buzuvis explained the legal process of the creation of the CIA and when taxing jurisdictions are expected to make their determinations.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

c. Ezee Fiber METRO Act

Motion to approve the following resolution made by Filipczak, supported by Moroz;

RESOLUTION 2025-75

WHEREAS Ezee Fiber, Texas LLC has applied for access to and ongoing use of the City's Rights of Way for their use under the State of Michigan Metro Act; and

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

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a permit for Ezee Fiber Texas, LLC to use the public rights of way under the terms of the METRO ACT in accordance with State Law. The City Manager is hereby authorized to sign the agreement on behalf of the City of Plymouth.

Agreement available in Commission Agenda:

<https://www.plymouthmi.gov/common/pages/GetFile.ashx?key=Nbl%2fAfVM>

There was a voice vote.

MOTION PASSED UNANIMOUSLY

d. Financial Investment Policy Amendments

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

RESOLUTION 2025-76

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

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

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

THEREFORE, BE IT RESOLVED that the City Commission of the City of Plymouth hereby adopts the following investment policy for the City of Plymouth to amend and replace the Investment Policy adopted March 7, 2022:

City of Plymouth General Rules and Regulations

SECTION 4
CITY OF PLYMOUTH INVESTMENT POLICY

4.1 PURPOSE

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

4.2 SCOPE

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

4.3 PRUDENCE

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

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

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

4.5 **DELEGATION OF AUTHORITY**

1. The authority to manage the investment program is derived from Public Act 20 of the Public Acts of 1943, as amended by Act 285 of 1988, Act 196 of 1997 and Act 213 of 2007. The Finance Director is hereby designated as the investment officer of the City and is responsible for investment decisions and activities.
2. Written procedures shall be developed for the operation of the investment program consistent with the investment policy. Procedures will include references to: safekeeping, delivery, payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements and banking service contracts.
3. A system of written internal controls shall be designed to regulate the activities of investment officials to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions.
4. In case of the Finance Director's absence, the City Manager or his designee shall be responsible for investment decisions and activities.
5. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer.
6. Investment activities and adherence to this policy shall be subject to annual review by the City's external auditor, as part of the regular audit process, to ensure ongoing compliance and effective internal control.

4.6 **ETHICS AND CONFLICT OF INTEREST**

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

3. Employees and officers shall subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchases and sales.

4.7 **AUTHORIZED FINANCIAL DEALER AND INSTITUTIONS**

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

4.8 **LIST OF AUTHORIZED INVESTMENTS**

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

1. Bonds, securities and other obligations of the United States or an agency or instrumentality of the United States in which the principal and interest is fully guaranteed by the United States including securities issued by the Government National Mortgage Association.
2. Certificates of deposits, savings accounts, deposit accounts or depository receipts of a bank or savings and loan association which is a member of the Federal Deposit Insurance Corporation or a credit union which is insured by the National Credit Union Administration; but only if the financial institution complies with subsection 129.91 (2), (5), or (6) of Public Act 20, as amended.
3. Commercial paper rated at the time of purchase within the top two (2) highest classifications established by not less than two (2) standard rating services, and which matures not more than 270 days after the date of purchase. Not more than 50% of City funds may be invested in commercial paper at any time.

4. United State government or federal agency obligation repurchase agreements. Repurchase agreements shall be negotiated only with dealers or financial institutions with whom the City has negotiated a Master Repurchase Agreement or with the City's primary financial institutions. Repurchase agreements must be signed with the bank or dealer and must contain certain provisions similar to those outlined in the Public Security Association's model Master Repurchase Agreement.
5. Banker's acceptances of United States banks.
6. Mutual Funds composed of investment vehicles which are legal in the State of Michigan for direct investment by local units of government. For further clarification, this authorization is limited to securities whose intention is to maintain a net asset value of \$1.00 per share.
7. Obligations of the State of Michigan or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than one standard rating service.
8. Investments described in 4.8.a through 4.8.g above, if purchased through an inter-local agreement under the urban Cooperative Act of 1967, (EX SESS) PA 7, MCL 124.501 to 124.512.
9. Investment Pools organized under the surplus funds investment pool act 1982 PA 367, MCL 129.111 to 129.118 and the local government investment pool act 1985 PA 121, MCL 129.141 to 129.150. A due diligence standard must apply prior to investing in all bank sponsored or money market investment pools.

4.9 MONEY MARKET MUTUAL FUNDS

Investments in money market mutual funds registered under the Investment Company Act of 1940 composed of investment vehicles that are legal for direct investment by local governments in Michigan and which are "no-load" (i.e., no commission or fee shall be charged on purchases or sales of shares); have a constant net asset value per share of \$1.00; and have a maximum stated maturity and weighted average maturity in accordance with Rule 2a-7 of the Investment Company Act of 1940.

4.10 SAFEKEEPING AND CUSTODY

1. All securities purchased by the City of Plymouth will be properly designated as an asset of the City and held in safekeeping. No withdrawal of such securities, in whole or in part, will be made from safekeeping except by the investment officer as authorized herein.
2. Transactions in negotiable instruments which have a value exceeding SIPC insurance protection, and other applicable insurance protection, with any one dealer will be required to be settled on a delivery vs. payment basis. A trust receipt from the contra party and proof of SIPC and other insurance will be required when the transaction is covered by insurance. In accordance with State of Michigan law, collateralization of deposits is not required; non-negotiable, non-collateralized certificates of deposit will be evidenced by a safekeeping receipt from the issuing bank. Collateralization is also not

required for repurchase agreements.

3. Securities may be held by a third-party custodian designated by the Finance Director and evidenced by safekeeping receipts as determined by the Finance Director.

4.11 **DIVERSIFICATION**

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

4.12 **MAXIMUM MATURITIES**

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

4.13 **PERFORMANCE AND REPORTING**

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

4.14 **INVESTMENT POLICY ADOPTION**

The City's investment policy shall be adopted by resolution of the City Commission and may be amended upon the recommendation of the City Manager and the approval of the City Commission. This policy shall be reviewed on an annual basis and revised as necessary to reflect changes in laws, regulations, and the City's investment objectives.

The undersigned acknowledges the receipt of the above City of Plymouth Investment Policy which was adopted by the Plymouth City Commission pursuant to the provisions of Act 20 of 1943, as amended by Act 196 of 1997, on August 18, 2025. The undersigned has reviewed all of the provisions contained in this policy and hereby agrees to comply with the investment restrictions and provisions as set forth.

Dated: _____

Signed: _____

Representing: _____

APPENDIX A
PORTFOLIO DIVERSIFICATION GUIDELINES

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

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

² Overnight Deposits - The Finance Director may invest overnight or short-term liquid assets to cover cash flow requirements in the following types of pools: Investment Pools organized under the surplus funds investment pool act of 1981, PA 367, MCL 129.111 to 129.118 or Investment Pools organized under the Urban Cooperation Act of 1967, PA7, MCL 124.501 to 124.512.

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

APPENDIX B
GLOSSARY

AGENCY: A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U. S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of a federal agency is the Government National Mortgage Association (GNMA). An example of an FSA is the Federal National Mortgage Association (FNMA).

BANKERS' ACCEPTANCE (BA): A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the duration of the portfolio's investment, such as a U.S. Treasury security whose maturity matches the average duration of the portfolio.

BROKER: A broker brings buyers and sellers together for a commission.

BROKER-DEALER: A firm that buys and sells securities for its own account or for clients.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CDs are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMMERCIAL PAPER: An unsecured short-term promissory note issued by corporations, with maturities ranging from 2 to 270 days.

CONCENTRATION OF CREDIT RISK: Risk of loss if too much of the portfolio is invested in one issuer or sector.

CREDIT RISK: Risk that the issuer of a security will be unable to repay principal or interest.

CUSTODIAL CREDIT RISK: Risk that a counter-party fails and securities or cash cannot be recovered because they were not held in the owner's name.

CUSTODY: The holding of securities by a financial institution or other agent on behalf of the City, with responsibility for safeguarding those assets.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

DURATION: A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables; term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

FDIC (FEDERAL DEPOSIT INSURANCE CORPORATION): U.S. agency that insures bank deposits up to the statutory limit, currently \$250,000 per depositor, per bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FOREIGN-CURRENCY RISK: Risk that exchange-rate changes reduce the value of an investment denominated in another currency (mitigated here by only buying U.S.-dollar securities).

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA OR GINNIE MAE): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U. S. Government. Ginnie Mae securities are backed by the FHA, VA or FMHA mortgages. The term "pass-through" is often used to describe Ginnie Maes.

INTEREST-RATE RISK: Risk that market interest-rate movements cause the value of an investment to fall before it matures.

INVESTMENT POLICY: A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase---reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

MONEY MARKET FUND: A type of mutual fund that invests in short-term, high-quality debt securities such as Treasury bills, certificates of deposit, and commercial paper. These funds aim to maintain a stable net asset value (typically \$1.00 per share) and provide liquidity and safety, making them a common option for short-term cash management.

PORTFOLIO: Collection of securities held by an investor.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SPECULATION: Assumption of risk in anticipation of gain but recognizing a higher than average possibility of loss.

TREASURY BONDS: Long-term coupon-bearing U. S. Treasury securities issued as direct obligations of the U. S. Government and having initial maturities of more than ten years.

TREASURY NOTES: Medium-term coupon-bearing U. S. Treasury securities issued as direct obligations of the U. S. Government and having initial maturities from two to ten years.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or

YIELD TO MATURITY: Current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

There was a voice vote.
MOTION PASSED UNANIMOUSLY

e. Pick-up Truck Financing Package

Motion to approve the following resolution made by Pobur, supported by Filipczak;

RESOLUTION 2025-77

WHEREAS The City of Plymouth maintains a municipal fleet of vehicles to help protect the public health, safety, and welfare; and

WHEREAS In July of 2025, the City Commission of the City of Plymouth authorized the purchase of the three Ford F-350 pickup trucks; and

WHEREAS The City of Plymouth has secured financing for the Ford F-350 pickup trucks at an interest rate of 5.29%.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth approves the financing schedule for the F-350 pickup trucks.

BE IT STILL FURTHER RESOLVED THAT the City Commission of the City of Plymouth authorizes the City Manager, Paul Sincock, to execute the contract for the F-350 pickup trucks.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

f. Sidewalk and Cement Repair Program Bid Authorization

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

RESOLUTION 2025-78

WHEREAS It is the goal of the City Commission to improve public spaces and the infrastructure of the City; and

WHEREAS There is a need to inspect sidewalks around the City to ensure that they are safe and the city shall inspect one-quarter of the City each year; and

WHEREAS There is a need to repair utility patches in the roadway or sidewalks that were a result of the city doing utility work.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a unit-based contract with Barrientos Contracting based on their bid submittal which was reviewed by the City Engineer.

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby establish a construction contingency in the amount of 10% of the total bid price.

~~BE IT STILL FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby establishes the following criteria for sidewalk repairs.~~

- SETTLEMENT/HEAVING – A rise or drop of approximately ¾ of an inch or more between any two (2) sections of sidewalk.
- CRACKING – More than two (2) cracks of one-quarter (1/4) inch in width or more in any two (2) lineal feet of sidewalk section.
- SCALING – If, in any five (5) foot lineal section of sidewalk, more than twenty-five (25%) percent of the surface area has scaled off to a depth of one-quarter (1/4) inch or greater, that section of sidewalk shall be replaced.
- TOO FLAT – The concrete has dipped to allow water to pond to a depth of three-quarters (3/4) of an inch or more.

- CITY REPAIRS – The City of Plymouth shall be responsible for expenses related to the installation of new-handicapped ramps at the corners and for any sidewalk flags that have manhole covers in them. In addition, the City shall attempt to locate the responsible party for damage caused to sidewalks by utility dig ups. The City shall NOT be responsible for raised sidewalks due to tree roots and it remains the policy of the City NOT to remove live healthy trees.

Porman spoke about the long-standing funding partnership with E&E Manufacturing for repairs to the area of their facility.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

9. REPORTS AND CORRESPONDENCE

a. Liaison Reports:

Maguire: Reported on library renovations, closings and email for questions info@plymouthlibrary.org

Minton: Reported on the Planning Commission - master plan discussion postponed pending information on future land use; ordinance amendments for dog kennels and child care limits.

Filipczak: Reported on the Cemetery Board waiting on architect.

Kehoe: Reported on the DDA redesign; there are six potential bidders for parking deck; OVA next mtg.

Moroz: Reported on the ZBA variance approvals.

b. Paving Update

Sincock provided an update on street resurfacing projects for the remainder of 2025/early 2026.

c. Appointments

There were no appointments.

10. ADJOURNMENT

The next regular City Commission meeting is 7:00 pm on Tuesday, September 2 at Plymouth City Hall.

Motion made by Minton, supported by Moroz, to adjourn the meeting at 7:49 p.m.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

SUZI DEAL
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK



Special Event Application

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

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

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

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

Sponsoring Organization's Legal Name Joy Wolf
Ph# 313-410-1617 Fax# Email joywolf@yahoo.com Website
Address 702 Coolidge St City Plymouth State MI Zip 48170
Sponsoring Organization's Agent's Name N/A Title
Ph# Fax# Email Cell#
Address City State Zip

Event Name family picnic
Event Purpose PICNIC
Event Date(s) Sept 6 2025
Event Times 10am - 3pm
Event Location Lions Park Pavilion

What Kind Of Activities? picnic

What is the Highest Number of People You Expect in Attendance at Any One Time? 12

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.)

grilling / picnic

RECEIVED

AUG 25 2025

City of Plymouth

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

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

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

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

Next year's specific dates: _____

See section 12.13 for license & insurance requirements for vendors

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

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

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.

8.25.25
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

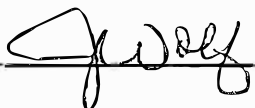
Manager's Office
City Hall
201 S. Main Street
Plymouth MI 48170

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

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

Signature 

Date 8.25.25

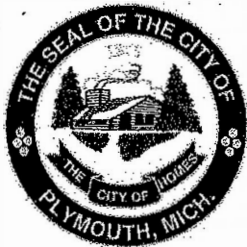
Witness _____

Date _____

MUNICIPAL SERVICES:	Approved	Denied	(list reason for denial)	Initial AG
NO SERVICES NEEDED				
\$250 Bathroom Cleaning Fee Per Day of Event? YES TOTAL NO				
Labor Costs:	Equipment Costs:	Materials Cost:		
POLICE:	Approved	Denied	(list reason for denial)	Initial AC
NO SERVICES NEEDED				
Labor Costs	Equipment Costs	\$	Materials Costs	\$
FIRE:	Approved	Denied	(list reason for denial)	Initial MS
NO SERVICES NEEDED				
Labor Costs \$	Equipment Costs	\$	Materials Costs	\$
HVA:	Approved	Denied	(list reason for denial)	Initial PS
NO SERVICES NEEDED				
DDA:	Approved	Denied	(list reason for denial)	Initial SP
NO SERVICES NEEDED				
Labor Costs \$	Equipment Costs	\$	Materials Costs	\$
RISK MANAGEMENT:	Approved	Denied	(list reason for denial)	Initial MB
Class I – Low Hazard				
Class II – Moderate Hazard				
Class III – High Hazard				
Class IV – Severe Hazard				

APPROVED x NOT APPROVED

DATE 9-2-2025



Special Event Application

ITEM #4.b.

RECEIVED

AUG 25 2025

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

City of Plymouth

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		KNIGHTS OF COLUMBUS RENAUD COUNCIL #3292						
Ph#	7344533966	Fax#	NA	Email	GK3292@MIKOF.C.ORG	Website	WWW. PLYMOUTH-KOFC.ORG	
Address	150 FAIR ST.		City	PLYMOUTH	State	MI	Zip	48170
Sponsoring Organization's Agent's Name		MIKE DRISCOLL				Title		GRAND KNIGHT
Ph#	7349688700	Fax#	NA	Email	GK3292@MIKOF.C.ORG	Cell#	7349688700	
Address	150 FAIR ST.		City	PLYMOUTH	State	MI	Zip	48170

Event Name	KNIGHTS OF COLUMBUS TOOTSIE ROLL DRIVE
Event Purpose	RAISE FUNDS FOR THE MENTALLY IMPAIRED
Event Date(s)	FRIDAY 10/10/25 & SATURDAY 10/11/25
Event Times	10 AM TO 4PM EACH DAY
Event Location	MAIN ST. & ANN ARBOR TRAIL, MAIN ST. & PENNIMAN AVE.

What Kind Of Activities?	GIVING OUT TOOTSIE ROLLS & ACCEPTING FREE WILL DONATIONS TO SUPPORT THE MENTALLY IMPAIRED.
--------------------------	--

What is the Highest Number of People You Expect in Attendance at Any One Time?	2 EACH TIME SLOT PER LOCATION
--	-------------------------------

Coordinating With Another Event?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If Yes, Event Name:
----------------------------------	---

Event Details:	(Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.) GIVING OUT TOOTSIE ROLLS & ACCEPTING FREE WILL DONATIONS TO SUPPORT THE MENTALLY IMPAIRED. WE WILL BE WEARING OUR K OF C APRONS.
----------------	---

RECEIVED

AUG 26 2025

City of Plymouth

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

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

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

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

Next year's specific dates: _____

See section 12.13 for license & insurance requirements for vendors

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

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

NO

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.

8/22/25

Date


Signature of Sponsoring Organization's Agent
MICHAEL J. DRISCOLL

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

KNIGHTS OF COLUMBUS RENAUD #3282

The _____ (*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 KNIGHTS OF COLUMBUS TOOTSIE ROLL DRIVE (*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 _____


MICHAEL J. DUNSCORE

Date _____

8/22/25

Witness _____

Date _____

MUNICIPAL SERVICES:	Approved	Denied	(list reason for denial)	Initial AG
NO SERVICES NEEDED				
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO				
Labor Costs:	Equipment Costs:	Materials Cost:		
POLICE:	Approved	Denied	(list reason for denial)	Initial AC
NO SERVICES NEEDED				
MAY NOT BE IN THE STREETS				
Labor Costs	Equipment Costs	\$	Materials Costs	\$
FIRE:	Approved	Denied	(list reason for denial)	Initial MS
NO SERVICES NEEDED				
Labor Costs	\$	Equipment Costs	\$	Materials Costs
HVA:	Approved	Denied	(list reason for denial)	Initial PS
NO SERVICES NEEDED				
DDA:	Approved	Denied	(list reason for denial)	Initial JB
NO SERVICES NEEDED				
Labor Costs	\$	Equipment Costs	\$	Materials Costs
RISK MANAGEMENT:	Approved	Denied	(list reason for denial)	Initial MB
Class I – Low Hazard	CANNOT BE IN STREETS			
Class II – Moderate Hazard	Need Insurance			
Class III – High Hazard				
Class IV – Severe Hazard				

SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE___ \$0___

APPROVED x NOT APPROVED _____ DATE 9-2-2025



Special Event Application

ITEM #4.c.

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		Sun & Snow Sports, Inc.			
Ph#	734-927-0007	Fax#		Email	hello@sunandsnow.cc Website sunandsnow.com
Address	388 S Main Street	City	Plymouth	State	MI Zip 48170
Sponsoring Organization's Agent's Name		Rob Parent		Title Owner	
Ph#	734-845-6092	Fax#		Email	rob@sunandsnow.cc Cell# 734-845-6092
Address	45828 Primrose Ct	City	Plymouth	State	MI Zip 48170

Event Name	Ski & Snowboard Swap
Event Purpose	Opportunity for the community to purchase lightly used ski/snowboard gear or sell their own
Event Date(s)	November 7-9, 2025 & December 5-7, 2025
Event Times	Saturday 9a-6p, Sunday 11a-5p
Event Location	The Gathering

What Kind Of Activities? Ski & snowboard sales and fitting for all ages.

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

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

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

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:

Nov 6-8, 2026 & Dec 4-6, 2026

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.

10/20/2025

Date

Robert Parent

Digitally signed by Robert Parent
Date: 2023.07.13 10:34:42
-04'00'

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

Phone: (734) 453-1234 ext. 203

City Hall

201 S. Main Street

Plymouth MI 48170

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The Sun & Snow Sports, Inc. (*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 Ski & Snowboard Swap (*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 Robert Parent
Digitally signed by Robert Parent
Date: 2023.07.13 10:35:24 -04'00'

Date 10/20/2025

Witness Heidi Parent

Date 10/20/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/27/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 1690 Watertown Pl Ste 500 East Lansing MI 48823		CONTACT NAME: Lori Wilson PHONE (A/C No, Ext): 734-881-9917 FAX (A/C No): E-MAIL ADDRESS: lori_wilson@ajg.com		
INSURED Sun & Snow Sports Inc 462 Jackson Plaza Ann Arbor MI 48103 SUN&SNO-01		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: The Cincinnati Insurance Company		10677
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 2029497672

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		ECP 0327038	5/1/2024	5/1/2027	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		EBA 0327038	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		ECP 0327038	5/1/2024	5/1/2027	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Plymouth is considered additional insured.						

CERTIFICATE HOLDER

CANCELLATION

City of Plymouth 201 S. Main Plymouth MI 48170	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

MUNICIPAL SERVICES:	Approved	Denied	(list reason for denial)	Initial AG
Close Gathering				
\$250 Bathroom Cleaning Fee Per Day of Event? YES TOTAL \$1500 NO				
Labor Costs: \$150 Equipment Costs: \$50 Materials Cost:				
POLICE:	Approved	Denied	(list reason for denial)	Initial AC
NO SERVICES NEEDED				
Labor Costs Equipment Costs \$ Materials Costs \$				
FIRE:	Approved	Denied	(list reason for denial)	Initial MS
NO SERVICES NEEDED				
Labor Costs \$ Equipment Costs \$ Materials Costs \$				
HVA:	Approved	Denied	(list reason for denial)	Initial PS
NO SERVICES NEEDED				
DDA:	Approved	Denied	(list reason for denial)	Initial SP
NO SERVICES NEEDED				
Labor Costs \$ Equipment Costs \$ Materials Costs \$				
RISK MANAGEMENT:	Approved	Denied	(list reason for denial)	Initial MB
Class I – Low Hazard INSURANCE PROVIDED				
Class II – Moderate Hazard				
Class III – High Hazard				
Class IV – Severe Hazard				

SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. EVENT SITE FEE \$300 TOTAL ESTIMATED FEE **\$4158**

APPROVED x NOT APPROVED _____ 9-2-2025

ITEM #8.a.



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: *Memorandum - Sale of used Front End Loader to Plymouth Township - 09-02-25*
Date: August 26, 2025
RE: Sale of used CAT 930H Front End Loader to Plymouth Township

Background

The City Commission is aware that we recently authorized the purchase of new heavy equipment, including a new large capacity front-end loader. We looked at trading our existing unit in and after a factory inspection we were offered \$35,000 for the 2008 unit. Plymouth Township expressed an interest in purchasing our used unit, as is, where is at the trade-in value.

It makes sense for the Township to purchase our used unit as they have a lesser workload than the City has for this type of equipment, but they have a need for this type of equipment. The Township Director of Public Services and the Township Supervisor came and reviewed our unit and then requested that the Township Board authorize the purchase from the City, once our new unit arrived. The Board reviewed the concept of purchasing used equipment and authorized a \$35,000 sale price.

Our new unit has arrived, and our crew is going through training on the new unit at this time. We have attached a memorandum from the Department of Municipal Services leadership which provides additional background information on this sale.

Recommendation

The City Administration recommends that the City Commission authorize the sale of the 2008 CAT 930H Front End Loader to Plymouth Township in the amount of \$35,000. The equipment has been independently reviewed, and they established the value of the equipment. The equipment will be sold without any warranties and will be sold as it, where is.

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



Department of Municipal Services

1231 Goldsmith, Plymouth, MI

734-453-7737

dms@plymouthmi.gov

Date: August 26, 2025
To: Paul Sincock, City Manager
From: Chris Porman, Assistant City Manager/Director of Municipal Services
Adam Gerlach, Assistant Director of Municipal Services
Nick Johns, Municipal Services Foreman
Re: Sale of CAT 930H to Plymouth Township

Background

At the July 21, 2025, City Commission meeting, the City Commission authorized the purchase of two CAT loaders and a skid steer. The two loader units have arrived, and the skid steer is expected to be delivered shortly. As we have discussed, we have explored options for trading in or selling the older equipment.

The trade-in value that CAT was offering on the 930H (big loader) was \$35,000.00. When our colleagues in Plymouth Township heard that we were acquiring a new loader, they asked about the possibility of selling it to them. We had some discussions about selling it to them for the same price as CAT was offering on the trade in; \$35,000.

The Township Supervisor and Director of Public Services presented the idea to the Plymouth Township Board of Trustees at their regular meeting on August 12, 2025, where it was unanimously approved. Copies of the pertinent pages of the agenda as well as the proposed meeting minutes for that item are included for reference.

Recommendation

We would recommend that the City Commission authorize the sale of CAT 930H loader to Plymouth Township in the amount of \$35,000.00. Should the City Commission approve the sale, we will begin the process of removing our decals, etc. and could have the unit ready once we receive a couple of parts that allow us to convert our leaf pickup/snow attachments to the new unit. We expect these shortly and have communicated that with the Township. It should be noted that our old small loader and skid steer will be sent to auction with the reserve prices based on the trade in value.

Should you have any questions, please feel free to contact us in advance of the meeting.

Fw: City of Plymouth

From Johns, Nick <njohns@plymouthmi.gov>
Date Mon 8/25/2025 10:51 AM
To Porman, Chris <cporman@plymouthmi.gov>



Nick Johns
Foreman
Municipal Services
njohns@plymouthmi.gov
Phone: 734-453-7737 ext. 113
1231 Goldsmith, Plymouth, MI 48170

www.plymouthmi.gov



From: Evan A. Meinicke <Evan.Meinicke@michigancat.com>
Sent: Friday, March 14, 2025 1:31 PM
To: Johns, Nick <njohns@plymouthmi.gov>
Cc: Evan A. Meinicke <Evan.Meinicke@michigancat.com>
Subject: City of Plymouth

Nick –

On the trades

- Case 221
 - \$8,000.00 as it sits
- Bobcat 763
 - \$6,000.00 as it sits
- CAT 930H
 - \$35,000.00 as it sits

BUCKET FOR BACKHOE

- 18" new bucket is \$1,750.00
- To add pins add \$500.00
- Bucket is ready in the NOVY Novi yard (if we want to add pins we need a day is all)

FORK Extensions

2008 CAT 930H WHEEL LOADER

INSPECTION DETAILS

Inspection Type	Trade
Inspection Form	Standard
Inspection #	10186724
Inspection Status	Reviewed
Created	03/05/25 08:14:22
Updated	03/05/25 18:30:45
Created By	Ventimiglia, Joseph
Inspector	Ventimiglia, Joseph
Reviewers	Ventimiglia, Joseph
Salesperson	Meinicke, Evan A.
Serial #	DHC00988
SMU / Hours	6,532



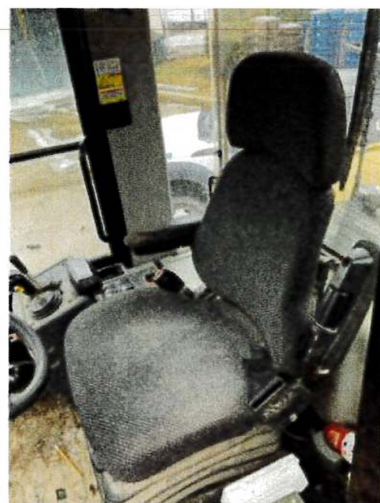
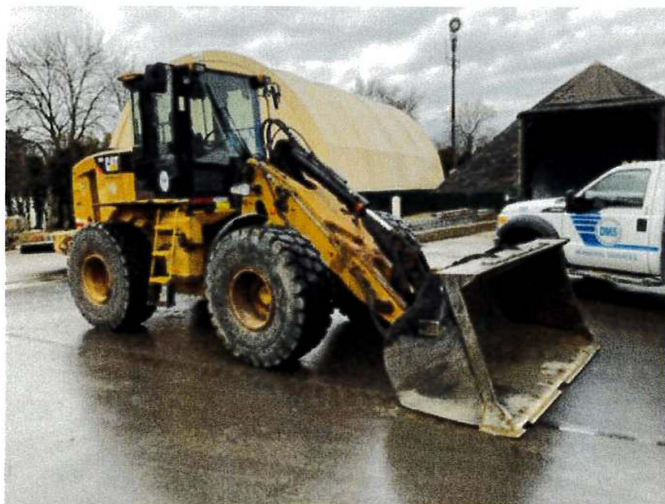
FEATURES

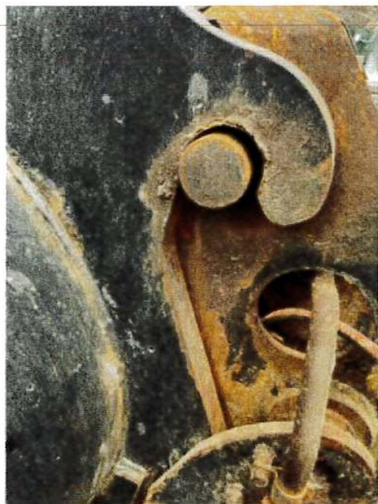
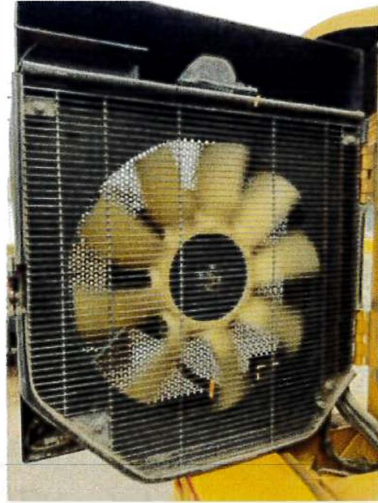
General

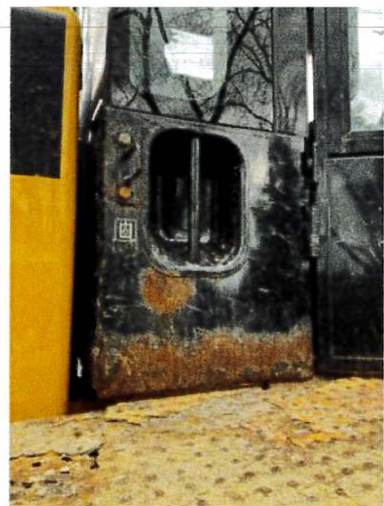
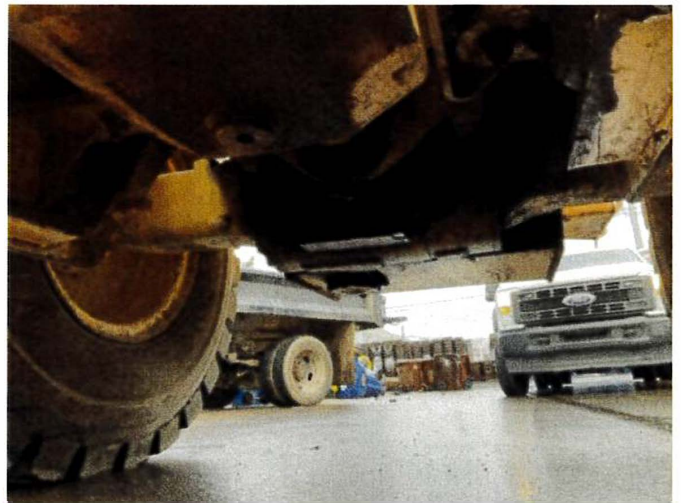
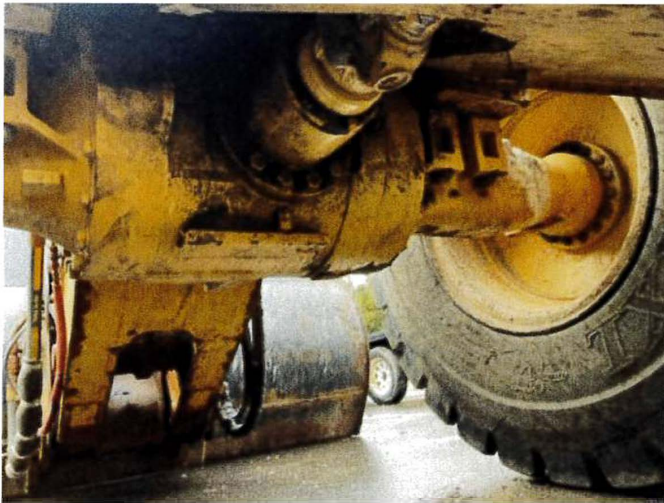
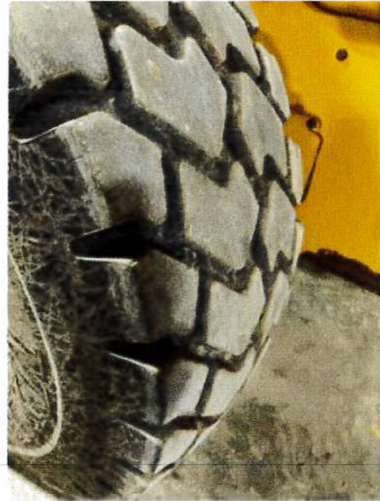
- Air Conditioner
- Auxiliary Hydraulics Pressure - High Pressure
- Coupler Type - Hydraulic
- Lift - Standard
- Radio - AM FM Radio
- Auto Shift
- Counterweight
- Differential Lock
- Lighting
- ROPS - Enclosed
- Auxiliary Hydraulics - 3rd Valve
- Coupler - Quick
- Engine Enclosures
- Mirrors
- Steering Type - Wheel

Attachments

- Bucket











**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES REGULAR MEETING
Tuesday, August 12, 2025
6:30 PM**

2. Text Amendment to the Zoning Ordinance No. 99, Article 28: Providing for Additional Exterior Lighting and Dark Sky Provisions for Commercial and Industrial Developments, **Resolution #2025-08-12-58**, *Liz Hart, AICP, Township Planner*
 3. Selection of Mayflower Towing to provide Towing Services for Plymouth Township, **Resolution #2025-08-12-59**, *Daniel Kudra, Assistant Police Chief*
 4. Proposal to Purchase Used Wheel Loader from City of Plymouth, **Resolution #2025-08-12-60**, *Patrick Fellrath, Director of Public Services and Charles Curmi, Supervisor*
 5. Purchase of Axon Body Worn and In-Car Cameras Through a 5-year Purchase Agreement, **Resolution #2025-08-12-61**, *Ryan Krebs, Police Lieutenant*
 6. Approval of Contract between the Charter Township of Plymouth and Outlyr LLC (LIV Golf Team Championship Michigan), *James Knittel, Police Chief*
 7. BS&A Update to Cloud Version Informational Presentation, *Bob Doroshewitz, Treasurer*
- G. PUBLIC COMMENT (Limited to 3 Minutes)**
- H. BOARD COMMENTS**
- I. ADJOURNMENT**

PLEASE NOTE: The Charter Township of Plymouth will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at all Township Meetings, to individuals with disabilities at the Meetings/Hearings upon two weeks' notice to the Charter Township of Plymouth by writing or calling the Human Resource Office at 9955 N Haggerty Road, Plymouth, MI 48170; 734-354-3202; Voice/TTY: 844-578-6563 or email: mirelay@hamiltonrelay.com (Michigan Relay Services).

**The public is invited and encouraged to attend all meetings of the
Board of Trustees of the Charter Township of Plymouth**



F4.

CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: August 12, 2025

**ITEM: Proposal to Purchase Used Wheel Loader from City of Plymouth
Resolution #2025-08-12-60**

PRESENTER: Patrick J. Fellrath, P.E., Director of Public Services

BACKGROUND:

DPW requests purchase of one (1) used 2008 CAT 930H Wheel Loader for \$35,000 from City of Plymouth (City). Sales price is the trade-in value offered to the City by the manufacturer, Caterpillar, and lower than similar used machines for sale in the market. Price range for a new equivalent machine is \$250,000 - \$300,000.

The DPW recently inspected the machine during an onsite visit to the City's yard on July 24, 2025. Based on the inspection and review of maintenance records on file, the machine is well maintained and in good condition.

The DPW does not have a similar type of loader in its fleet. A wheel loader is used for heavy-duty material handling; moving bulk materials and loading dump trucks. Common applications will include water and sewer main repairs and restoration and stockpile management at the DPW Port St. Facility storage yard.

ACTION REQUESTED: Approve

BUDGET/ACCOUNT NUMBER: 2025 Water & Sewer / 592-537-970.000

ATTACHMENT: Photos of used wheel loader

PROPOSED MOTION: Move to approve the purchase of a Used 2008 CAT 930H Wheel Loader from the City of Plymouth for \$35,000.

Moved By _____ Seconded By _____

ROLL CALL:

___Curmi, ___ Vorva, ___ Doroshewitz, ___ Stewart, ___ Buckley, ___ Groth, ___ Clinton

**STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF PLYMOUTH**

**RESOLUTION TO AUTHORIZE PURCHASE OF A USED 2008 CAT 930H WHEEL
LOADER FROM CITY OF PLYMOUTH**

RESOLUTION #2025-08-12-60

At a regular meeting of the Board of Trustees for the Charter Township of Plymouth (the 'board'), held at Township Hall, 9955 N. Haggerty Road, Plymouth, MI on August 12, 2025, the following resolution was offered:

WHEREAS, DPW requests purchase of one (1) used 2008 CAT 930H Wheel Loader for \$35,000 from City of Plymouth (City);

WHEREAS, sales price is the trade-in value offered to the City by the manufacturer, Caterpillar, and lower than similar used machines for sale in the market; and

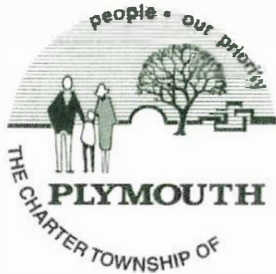
WHEREAS, based on the inspection and review of maintenance records on file, the machine is well maintained and in good condition;

NOW, THEREFORE, BE IT RESOLVED that the Charter Township of Plymouth Board of Trustees does hereby approve **Resolution #2025-08-12-60** authorizing the purchase of a used 2008 CAT 930H Wheel Loader from the City of Plymouth for \$35,000.

Moved by: _____ Seconded by: _____

ROLL CALL:

____Curmi, ____Vorva, ____Doroshewitz, ____Stewart, ____Buckley, ____Groth, ____Clinton



**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES REGULAR MEETING
PROPOSED MINUTES
Tuesday, August 12, 2025
6:30 PM**

the Charter Township of Plymouth. The final contract language will be subject to review by the Township Attorney and final approval by the Township Board at a future date.

All Ayes of those present

Motion Passed.

- 4. Proposal to Purchase Used Wheel Loader from City of Plymouth, Resolution #2025-08-12-60, Patrick Fellrath, Director of Public Services and Charles Curmi, Supervisor**

Supervisor Curmi indicated this proposal is for the purchase of a used wheel loader using funds that were budgeted for a pickup truck, but were not purchased.

DPW Director Fellrath requested the Board's permission to purchase a used 2008 Caterpillar 930H Wheel Loader from the City of Plymouth. He indicated that the City is replacing it with a new one, and they are willing to sell it to the Township at trade-in value, which is \$35,000. He explained that the maintenance records and vehicle were inspected, the loader was driven, and it was given a good review. He noted that the addition would greatly benefit the department for earth moving, moving piles in the DPW yard, and loading dump trucks. He was thankful to the City for this offer.

Moved by Treasurer Doroshewitz and supported by Clerk Vorva to approve the purchase of a Used 2008 CAT 930H Wheel Loader from the City of Plymouth for \$35,000.

All Ayes of those present

Motion Passed.

- 5. Purchase of Axon Body Worn and In-Car Cameras Through a 5-year Purchase Agreement, Resolution #2025-08-12-61, Ryan Krebs, Police Lieutenant**

Lieutenant Krebs requested approval for a five-year purchase agreement for Axon Body Worn and In-Car cameras. He indicated that a team was formed to research pricing from five vendors, meet with the sales representatives from each to compare the products, and then choose the vendor. He explained that safety, efficiency, technology, and integration with existing tasers were factors, and he described some of the features of the cameras. He noted that he submitted a grant application to offset some of the cost and was awarded more than \$97,000 as partial reimbursement. He added that the first year will cost approximately \$100,000 and will include hardware costs, but will cost less for each of the next four years.

RESOLUTION

The following Resolution was offered by _____ and seconded by _____

WHEREAS The City of Plymouth operates a fleet of equipment that Includes heavy operations equipment, in order to help protect The public health, safety, and welfare, and

WHEREAS The City Commission has determined that a 2008 CAT 930H Front End Loader is surplus equipment, and

WHEREAS The surplus equipment was evaluated independently and it was Determined to have a value of \$35,000, and

WHEREAS The Charter Township of Plymouth has evaluated the equipment And has offered to purchase the equipment from the City for \$35,000.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby determine that the 2008 CAT 930H Front End Loader is surplus equipment that has a value of \$35,000.

~~BE IT FURTHER RESOLVED THAT the Charter Township of Plymouth has offered to purchase the surplus equipment for \$35,000.~~

BE IT STILL FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby authorizes the sale of the surplus used CAT 930H Front End Loader for the amount of \$35,000 to the Charter Township of Plymouth and the money shall be placed in the City Equipment Fund.



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. Sincok, City Manager
CC: *S:\Manager\Sincok Files\Memorandum - Authorization to Hire Police Officers - 09-02-25.docx*
Date: August 29, 2025
RE: Authorization to Hire for Police Department

Background

Police Department Staffing Update and Academy Sponsorship Program

The City Commission is aware that the Police Department has had an open position for approximately one and half years, which has been difficult to fill. We are pleased to report that, pending successful background investigations, three qualified candidates have been identified for hire.

- **Candidate 1 – Academy (October Start):** A previously authorized hire who will begin the Police Academy in October. If successful in both the Academy and our Field Training Officer (FTO) program, this candidate could be fully on duty by **summer 2026**.
- **Candidate 2 – Lateral Transfer:** Currently employed as a police officer in another Wayne County community. This candidate would require only the City's FTO program and could be on duty by himself by **January 2026**, filling our longstanding vacancy.
- **Candidate 3 – Academy (January Start):** This individual will begin the Police Academy in January 2026. If successful, they could be road-ready by **October 2026** following completion of the FTO program.

The City Commission is also aware that **five current officers, including the Chief, are eligible for immediate retirement**. While no retirements are anticipated before late 2025 or early 2026, the difficulty in recruiting police officers and the length of training required make succession planning essential. In particular, sending candidates to the Academy introduces additional risks and delays, as certification and FTO completion are required before they can serve independently.

To address these challenges, the Administration has developed a **Police Academy Sponsorship Program** to provide stability in staffing. The program would allow the City to sponsor selected candidates for Academy training while maintaining staggered entry into the FTO program to manage scheduling and coverage.

From a financial perspective, Finance Director John Scanlon has confirmed that the Department's vacancy over the past 18 months has generated sufficient savings to cover the cost of sponsoring **two candidates** to the Academy on staggered terms. Our goal remains to keep the police department staffing at 16 people, but there may be periods of time when we may be above that number as people clear the academy and F.T.O. program prior to people deciding on future retirement dates.

Recommendation

The City Administration recommends that the City Commission authorize the hiring of **two police officer positions**, with the understanding that both individuals will be required to attend and successfully complete the Police Academy.

This authorization will also allow the Department to immediately fill the long-standing vacancy with a **lateral transfer candidate**, who can begin the City's **Field Training Officer (FTO) program** immediately. The FTO program requires approximately four months to complete.

Under this plan, one new officer candidate would begin the **Police Academy in October 2025**, with the second candidate scheduled to begin in **January 2026**.

A proposed **Resolution** regarding this matter has been prepared for the City Commission's consideration.

Should you have any questions prior to the meeting, please feel free to contact me.

Sincock, Paul

From: Scanlon, John
Sent: Friday, August 29, 2025 9:53 AM
To: Sincock, Paul
Subject: Police Officer Recruitment Initiative

Hi Paul,

Upon review of the City budget, it has been determined that the City can absorb the cost of sending two police officer candidates to the Police Academy.

The Police Department has been operating without a budgeted officer for over a year and a half, and the resulting savings are sufficient to cover the cost of sending a candidate to the academy. Additionally, five officers, including the Police Chief, are currently eligible for retirement. Recruiting new officers has already placed significant demands on City services, making it critical to move forward with this initiative.

Please let me know if you have any questions or concerns. I would be happy to discuss this initiative in further detail.

Thanks,



John F. Scanlon
Finance Director / Treasurer

jscanlon@plymouthmi.gov
Phone: 734-453-1234 ext. 209
201 S. Main St. Plymouth, MI 48170

www.plymouthmi.gov



RESOLUTION

The following Resolution was offered by _____ and seconded by _____

WHEREAS The City of Plymouth has what is commonly known as the Hiring Ordinance
In August of 2000; and

WHEREAS The Ordinance requires that the City Administration seek prior and express
Approval for any full-time position; and

WHEREAS The City Administration is seeking prior and express approval for the hiring of
Two police officer candidates; and

WHEREAS It is understood that two candidates would need to attend and complete the
Police academy.

NOW THEREFORE BE IT RESOLVD THAT the City Commission of the City of Plymouth
~~does hereby authorize prior and express approval to hire two police officer candidates.~~



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Light Industrial Zoning Text Amendment - 09-02-25.docx
Date: August 29, 2025
RE: Zoning Text Amendment – Light Industrial – First Reading

Background

The Planning Commission has reviewed and recommended updates to the City's Zoning Ordinance to address compliance with the Michigan Zoning Enabling Act (MZEA). Under the MZEA, requests related to special land use and planned unit developments may only be considered by the Zoning Board of Appeals (ZBA) if such authority is explicitly provided for in the local Zoning Ordinance. The proposed amendments clarify this process to ensure consistency with state law.

In addition, the proposed changes include a revised definition of *Commercial Kennel* to provide greater clarity for applicants, property owners, and enforcement.

The Planning Commission held a public hearing on this matter on **August 13, 2025**, and, following discussion, has recommended adoption of the proposed amendments. A memorandum from Greta Bolhuis is attached, providing additional background information.

Recommendation

The City Administration recommends that the City Commission complete the **first reading** of the proposed **Light Industrial Text Amendment Ordinance**. This matter has been thoroughly reviewed by the Planning Commission, which has recommended approval of the amendment to the City Commission.

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 me.

ADMINISTRATIVE RECOMMENDATION

To: Paul Sincock, City Manager
From: Greta Bolhuis, AICP, Planning and Community Development Director *GB*
Date: August 27, 2025
Re: I-1, Light Industrial Text Amendments First Reading

BACKGROUND:

Earlier this year the Community Development Department was approached with two developments that were special land uses in their applicable zoning districts. One of the proposals submitted plans and Carlisle-Wortman initiated their review. It was identified that one of the conditions required to be eligible for special land use approval would be impossible to meet. City ordinances and the Michigan Zoning Enabling Act (MZEA) were reviewed to see if the zoning board of appeals could be petitioned to provide relief. Sec 125.3603 of the MZEA states "For special land use and planned unit development decisions, an appeal may be taken to the zoning board of appeals only if provided for in the zoning ordinance.". The zoning ordinance does not provide for such an appeal, therefore, if a special land use condition cannot be met, the applicant cannot request a variance from the zoning board of appeals. This finding was confirmed by the City Attorney.

The Community Development Department staff worked swiftly to develop text amendments for the special land use conditions needing adjustment. The proposed changes for the I-1, Light Industrial District is to restrict the number of animals in a commercial kennel and to allow outdoor areas located 50 feet away from residential properties and not located within any required setbacks. The Planning Commission reviewed the text amendments at a public hearing at their August 13, 2025 meeting. The board recommended the changes to the City Commission for adoption.

Attached is the proposed I-1, Light Industrial language for your review. The City Attorney has reviewed the proposed changes. A draft of the Planning Commission meeting minutes is also attached.

RECOMMENDATION:

Staff recommends that the City Commission complete a first reading of the proposed I-1, Light Industrial District ordinance language, 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.

Sec. 78-123. Special land uses permitted after review and approval.

The following uses may be permitted by the planning commission subject to Article XXIII, 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 ensure that the land use or activity authorized is compatible with adjacent uses of land, the natural environment and the capacities of public services and facilities affected by the land use, and subject further to a public hearing held in accord with section 78-281:

- (1) Major automotive repair facilities when completely enclosed, subject to section 78-285.
- (2) Lumber and planing mills when completely enclosed and when located in the interior of the district so that no property line shall form the exterior boundary of the I-1 district.
- (3) Metal plating, buffing and polishing, subject to appropriate measures to control the type of process to prevent noxious results and/or nuisances.
- (4) Banks, credit unions and other similar financial services (with or without drive-thru facilities)
- (5) Indoor recreational uses such as indoor soccer, racquet sports, volleyball, hockey, climbing walls, fitness centers, health clubs, dance studios, material arts and other similar recreation uses.
- (6) Commercial kennels subject to the following conditions:
 - a. The maximum number of animals permitted in a commercial kennel shall be 100. The site plan shall identify the number of animals and address animal occupancy on the site. The planning commission may restrict the number of animals occupying the site.
 - b. The planning commission may permit outdoor areas when located at least 50 feet from any residential property and screened with a fence or wall at least six feet in height. Outdoor areas shall not be located in any required front, side, or rear setbacks. ~~when within a completely enclosed building and when located in the interior of the I-1 district so that no property line shall form the exterior boundary of the I-1 district.~~
- (7) Commercial wind energy systems, subject to section 78-261.
- (8) Other uses, which in the determination of the planning commission, are of a similar character to the above uses.

(Ord. of 10-6-03; Ord. No. 2010-01, § 6, 4-5-10; Ord. No. 2013-05, § 2, 10-21-13)

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 text which updates the regulations for commercial kennels in the I-1, Light Industrial District, and

WHEREAS The Planning Commission held a public hearing on August 13, 2025 to receive public comment about the text amendment, 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 approve the amendments to the I-1, Light Industrial District.

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

ITEM #8.d.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: *S:\Manager\Sincock Files\Memorandum - CDBG Intergovernmental Agreement with County ending June 30 2026 - 09-02-25.docx*
Date: August 28, 2025
RE: Intergovernmental Contract – Wayne County for Block Grant Funding (CDBG)

Background

The City Commission is aware that we are part of a consortium of communities that participate in the Wayne County Community Development Block Grant Program. These are federal funds that are passed through the County and then out to the local municipalities. Due to our population demographics, it is difficult for us to receive funding directly from the state and federal government. We typically use this funding to help us fund a small portion of our share of the senior transportation program that is run with Plymouth Township.

There have been a number of staff changes and responsibility changes at Wayne County and as a result there was a delay in getting this package to us. This agreement covers the period from July 1, 2024, to June 30, 2026.

Our Economic Development Director, John Buzuvis handles processing these funds and we have attached a memorandum which will provide additional background information. In addition, we have attached the entire intergovernmental contract between the City and County.

Recommendation

The City Administration recommends that the City Commission approve the intergovernmental contract, known as the Subrecipient Agreement for Community Development Block Grant between the Charter County of Wayne and the City of Plymouth. This agreement will remain in effect through June 30, 2026.

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



Administrative Recommendation

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

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

To: Paul Sincock, City Manager

From: John Buzuvis, Economic Development Director 

CC: S:\Community Development\John\John\CDBG\2023-2024

Date: August 28, 2025

RE: Community Development Block Grant (CDBG) Subrecipient Agreement 2024-2026

Background: The City of Plymouth is a sub-recipient of Wayne County for Community Development Block Grant (CDBG) funds administered by the Department of Housing and Urban Development (HUD). The City has been a sub-recipient of Wayne County for CDBG funds for decades and as such have from time-to-time had to renew contracts and enter into agreements with Wayne County to remain in compliance with HUD. The city has typically dedicated as much CDBG funding as allowed by HUD to offset the cost of the Senior Transportation and/or Americans with Disabilities (ADA) compliance projects. The City of Plymouth received \$20,000 in CDBG funding for the 2024 program year (to be spent by December 31, 2025) to be used in public service projects that enhance suitable living environment.

Historically, as you may recall, the City was required to do a significant amount of administrative work including multiple public hearings and legal postings to receive CDBG funding from Wayne County. In 2019 Wayne County streamlined the process and reduced the administrative burden on sub-recipients for CDBG funding and took on the responsibility for holding public hearings, compiling myriad reports and applications. The City is required to maintain a Subrecipient Agreement with Wayne County to remain eligible for CDBG funding. These agreements are multi-year in nature and as such need to be executed by the city and county on occasion. At this time Wayne County is requesting the city, to review, approve and execute the enclosed subrecipient agreement.

The enclosed agreement once executed will run through June 30, 2026. The agreement memorializes each parties' responsibilities for compliance with HUD and other federal requirements related to CDBG funding. The agreement precludes the city from applying for CDBG funding through the Small Cities or State of Michigan directly while this agreement is in effect. Additionally, the agreement contains requirements specific to HOME Investment Partnership Program requirements; however, these requirements do not apply as the city does not, and has not, participated in that program.

If the City Commission should choose to not renew the agreement our relationship as a subrecipient for CDBG with Wayne County would be terminated. The City would have to seek CDBG funds from the State of Michigan directly. This would create a significant administrative burden and would require myriad staff resources to set the program up and operate it.

RECOMMENDATION:

The Administration recommends the City Commission review and approve the enclosed Community Development Block Grant Subrecipient Agreement and authorize the mayor to sign the agreement on behalf of the city.

Attached please find a proposed Resolution for the City Commission to consider regarding this matter. Should you have any questions in advance of the meeting please feel free to contact me.

SUBRECIPIENT AGREEMENT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BETWEEN THE
CHARTER COUNTY OF WAYNE
AND
THE CITY OF PLYMOUTH

Term July 1, 2024, through June 30, 2026

Catalog of Federal Domestic Assistance (CFDA)
14.218 Community Development Block Grants/Entitlement Grants

THIS SUBRECIPIENT AGREEMENT (“the “ Agreement”) is made effective as of the 1st day of July, 2024, by and between the Charter County of Wayne, acting through the Community Development Department a Division of the Economic Development Department whose address is the Guardian Building, 500 Griswold, Detroit, Michigan 48226 (hereinafter referred to as the “Recipient or County”) and the **City of Plymouth (“subrecipient”)**, whose address is **201 S. Main, Plymouth, Michigan 48170**

Mutual Understandings

- A.** Wayne County has entered into an agreement with the U.S. Department of Housing and Urban Development (“**HUD**”) to be the recipient of Community Development Block Grant (“**CDBG**”) Funds as an “Urban County” pursuant to the Housing and Community Development Act of 1974, as amended (the “**Act**”), Wayne County will receive these Funds to effect the purposes of its CDBG Program, pursuant to which it will make grants to eligible subrecipients to engage in community development activities.
- B.** The Subrecipient has applied to the Recipient for a grant pursuant to the CDBG Program to provide financing for specific activities outlined in an application submitted to the Recipient for the HUD Program Year 2024 starting July 1, 2024 (“**Program Year**”).
- C.** The Subrecipient may apply to the Recipient for additional grant Funds pursuant to the CDBG Program that are approved by the Wayne County Community Development Division for specific CDBG-eligible activities as Funds are available.
- D.** Both the Subrecipient and the Recipient (“**Parties**”) by entering into this Agreement are bound in accordance with 24 CFR Part 570.503,
- E.** The Work to be performed under this Agreement must be completed within twenty-four (24) months of July 1 of the respective HUD Program Year unless otherwise extended through the Recipient's administrative review process.
- F.** The Parties are entering into this Agreement to memorialize the terms and conditions under which the grant will be made and administered.
- G.** The exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement.

Section 1

Definitions

In addition to the words and terms elsewhere defined in this Agreement and the exhibits hereto, the following words and terms as used in this Agreement shall have the following meanings for the purposes of this Agreement unless the context or use indicates another or different meaning or intent. Furthermore, any definition that conflicts with a definition as provided for in any laws, rules, and regulations applicable to Community Development Block Grants and a specific context shall supersede the definition or portion of the definition that conflicts below:

- 1.01. **"Agreement"** means this document in its final form, including all exhibits, as executed by the County and Subrecipient.
- 1.02. **"CDBG"** means Community Development Block Grant pursuant to the Housing and Community Development Act of 1974, as amended.
- 1.03. **"CDBG Funds"** means Community Development Block Grant Funds made available to the County pursuant to the Housing and Community Development Act of 1974, as amended for the purpose of dispensing these Funds for eligible CDBG Activities under this Agreement. **The CDBG Funds contemplated for this Agreement are \$,20,000 (Twenty Thousand Dollars).**
- 1.04. **"City"** means the following:
- (i) Any unit of general local government located in Wayne County that is classified as a municipality by the United States Bureau of the Census, or
 - (ii) Any other unit of general local government located in Wayne County that is a town or township.
- 1.05. **"Closing or Closing Date"** shall mean the date and time, which shall be mutually agreed upon by the Subrecipient and the County, at which the Subrecipient shall execute this Agreement and any other documents deemed necessary by the County in connection with this transaction and Project.
- 1.06. **"Contractor"** shall mean an entity or person paid with CDBG Funds in return for a specific service (e.g., construction, program management). Contractors must be selected through a competitive procurement process by the Subrecipient unless otherwise noted in this Agreement.
- 1.07. **"Counsel"** shall mean a person admitted to practice law in the State of Michigan and who may be the legal advisor for the County or the Subrecipient.

- 1.08. **"LMA"** shall mean low- and moderate-income area benefiting all residents of a primarily residential area in which at least 51% of the residents have incomes at or below 80% of area income.
- 1.09. **"LMI"** shall mean low and moderate income.
- 1.10. **"LMH"** shall mean low and moderate housing activities that will be occupied by a household whose income is at or below 80% of area median income.
- 1.11. **"LMC"** shall mean low and moderate limited clientele activities whose income is at or below 80% of area median income.
- 1.12. **"LMJ"** shall mean low and moderate job creation and retention LMI benefit national objective addresses activities designed to create or retain permanent jobs, at least 51 percent of which will be made available to or held by LMI persons.
- 1.13. **"Program Income"** means revenue (i.e., gross income) received by a state, unit of general local government, or Subrecipient that is directly generated from the use of CDBG Funds.
- 1.14. **"Program Manager"** means the Wayne County staff person currently managing the Wayne County CDBG program.
- 1.15. **"Recipient"** or **"County"** shall mean the County of Wayne, Michigan.
- 1.16. **"Records"** shall mean all records, data, notes, reports, discs, and documents in whatever format related to this Agreement and the Work under this Agreement and as further defined in Section 5 of this Agreement.
- 1.17. **"Regulations"** shall mean the regulations relating to the CDBG Program promulgated by HUD.
- 1.18. **"Rehabilitation"** shall mean any rehabilitation of residential property to the extent necessary to comply with applicable laws, codes, and other requirements relating to housing safety, quality and habitability, in order to sell, or redevelop such homes and properties. Rehabilitation may include improvements to increase the energy efficiency or conservation of such homes and properties or provide a renewable energy source for such homes and properties.

- 1.19. **“Subrecipient”** shall mean the **City of Plymouth** a unit of local government or municipality that the County has awarded CDBG Funds to perform eligible activities under the CDBG Program.

Section 2

Statement of Purpose and Eligible Activities of the Housing and Community Development

Act

2.01 CDBG Objective

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the community development program of each grantee, is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. By executing this Agreement, the Subrecipient agrees with the Recipient to provide housing and community development activities in accordance with the objectives of the Act.

2.02 Compliance With CDBG Eligible Activity Requirements

The Subrecipient will be responsible for administering the CDBG Program in a manner satisfactory to the County and consistent with any standards as a condition of providing these Funds. The following is a list of eligible activities for CDBG under this Agreement:

Public services. Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, childcare, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer down payment assistance, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State

in which it is located) in the 12 calendar months before the submission of the action plan;

2.03 National Objectives.

Each eligible activity funded with CDBG Funds must meet one of the three national objectives:

1. Benefits low- and moderate-income people

- a. (LMA) Area Benefit -- activity provides benefit to area where at least 51% of residents receive low- to moderate-incomes:
 - 1) Area is primarily residential, and activity meets LMI needs.
 - 2) Income levels are documented by Census or an approved substitute.
 - 3) Exceptions apply under special circumstances.
- b. (LMC) Limited Clientele -- activity benefits a limited number of people who are at least 51% (LMI) Low and Moderate Income:
 - 1) Persons are presumed to be LMI (abused children, elderly, homeless).
 - 2) Assistance is for LMI persons owning or developing microenterprises.
 - 3) Activity is a job training or placement activity. (Conditions do apply.)
- c. (LMH) Housing -- activity provides or improves residential structures to be occupied by LMI persons:
 - ~~1) At least 51% of units must be occupied by LMI.~~
 - 2) Exceptions to the 51% rule are possible under limited circumstances.
- d. (LMJ) Jobs -- activity creates or retains jobs:
 - 1) At least 51% of the jobs must be held by or available to LMI persons.

2. Aids in the prevention or elimination of slums or blight

The area in which the activity occurs must be designated as slum or blighted. The following tests apply:

- a. The delineated area in which the activity occurs must meet the definition of a slum, blighted, deteriorated or deteriorating area under state or local law.

- b. The area must also meet either one of the two conditions specified below:
 - 1) At least 25 percent of the properties throughout the area exhibit the following:
 - i. Physical deterioration of buildings/improvements.
 - ii. Abandonment of properties.
 - iii. Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings.
 - iv. Significant declines in property values or abnormally low property values relative to other areas in the community; or
 - v. Known or suspected environmental contamination. •
 - 2) Public improvements throughout the area are in a general state of deterioration. |
- c. Documentation must be maintained by the State on the boundaries of the area and the conditions that qualified the area at the time of its designation. The designation of an area as slum or blighted must be re-determined every 10 years for continued qualifications

3. Meets a need having a particular urgency (referred to as urgent need).

- 1) Conditions are a serious and immediate threat to health and welfare and are of recent origin
- 2) It cannot fund activity on its own as other sources of money are unavailable.

Section 3

Statement of Work/Budget, Payment Guidelines, and Due Diligence Requirements

3.01 Description of Work and Deadlines

The term of this Agreement is July 1, 2024, to June 30, 2026. The work to be performed for the eligible CDBG activities under this Agreement is set forth in the attached Appendix A (“Work”) and shall, at the election of Recipient, also conform to any submittals (i.e. RFPs or applications) by Subrecipient to Recipient in the process of receiving the CDBG

Funds. Any Work shall be completed on or before twenty-four (24) months from July 1 of the respective HUD Program Year unless otherwise extended through Recipient's approved modification process. The Subrecipient agrees that this deadline may be unilaterally shortened by the Recipient, at the recipient's sole discretion, if a more expeditious schedule is required for the Recipient to comply with any HUD regulations, including, but not limited to, 24 CFR 570.902.

3.02 CDBG Activity Description

The description of each CDBG activity shall be in sufficient detail as to provide a sound basis for the Recipient to effectively monitor performance under this Agreement. Such description will, at minimum, allow for a clear understanding of the need and benefit of the activity and the proposed eligible activity and National Objective. Recipient may ask for a written clarification of the work and CDBG activity at any time during this Agreement before making a payment under this Agreement. If such clarification does not reasonably indicate compliance with CDBG standards, Recipient will not be required to release any payment until a sufficient clarification is provided. The Subrecipient shall submit to the Recipient a budget covering the costs for the CDBG eligible activities.

3.03 Transfer or Reallocation

During the term of this Agreement, Subrecipient may transfer or reallocate the budget covering costs between different eligible activities that were originally set up in the application. However, if an activity was not set up in the original application, then Subrecipient must follow the rules for public hearings to add such new activity. All transfers of eligible activities are limited to transfer within the CDBG Program only and with consent from the County.

3.04 Payment Restrictions

It is expressly agreed and understood that the total amount to be paid by the Recipient under this Agreement shall not exceed the CDBG Funds amount **actually awarded and received by Recipient** for this Agreement as specifically noted in Section 1 (Definitions) of this

Agreement. It is also expressly agreed and understood that all amounts allocated hereunder to the Subrecipient by the Recipient shall be on a reimbursement basis for monies already spent by the Subrecipient or its contractors on approved (or pre-approved in writing if required by 2 CFR 200.407) eligible activities for projects meeting National Objectives. Subrecipient shall have no claim for detrimental reliance or otherwise for expenses it incurs for ineligible activities or projects not meeting National Objectives as interpreted by HUD or for claims for funds that have not been actually awarded to the Recipient. All requests for payment reimbursements shall be submitted on a monthly basis with all the required documentations and certifications of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-85. All incomplete payment requests will not be processed and will be returned to the Subrecipient to complete.

3.05 Payment Disputes

In the event that there is a disagreement over the eligibility of a payment by the Recipient to Subrecipient of CDBG Funds under this Agreement, Recipient will not be required to make any such payment until a clear written ruling by HUD has been obtained. If the payment has already been made and the funds are still in the possession of Subrecipient or its agents, the funds will be returned to Recipient immediately until a written ruling by HUD has been obtained. Recipient may waive this requirement in writing or require another reasonable alternative such as escrow if it deems it in the best interest of the Recipient. ~~In any event, Subrecipient must repay Recipient for any payment made by Recipient to Subrecipient subsequently disallowed by HUD. Such repayment will be with interest and administrative fees if HUD has demanded repayment and Recipient has already paid HUD.~~

3.06 Timely Execution of Agreement Required

The CDBG Funds are subject to strict timelines for eligible expenditure, or they are subject to recapture. Accordingly, strict adherence to deadlines is required to avoid such recapture and penalties. Subrecipients must return properly authorized and executed copies of this Agreement, with any accompanying resolutions required for proper authorization, within

30 days of receipt of the Agreement. Recipient will have the right to re-assign the CDBG Funds allocated to Subrecipient if Subrecipient does not comply with the provisions of this sub-section and Subrecipient will have no claim against Recipient.

3.07 Due Diligence Requirements

Recipient may require Subrecipient to provide certain documents and documentation to ensure that the work is in compliance with CDBG Requirements and this Agreement. Subrecipient must provide such documentation in a reasonable and timely manner. Recipient may condition any payment under this Agreement on the provision of such documentation. All such requests will be made in writing by the Subrecipient.

Section 4

Contractors

4.01 Using Contractors

Subrecipient may only use a contractor for work performed with CDBG Funds in compliance with all applicable laws, rules, and regulations governing contractors for CDBG projects. Any request for reimbursement for a non-conforming use of contractors will be denied and may also require recoupment by Subrecipient of any compensation of the contractor in violation of any laws, rules, or regulations.

4.02 Contractor Procurement

Contractors must be procured competitively according to Federal Office of Management and Budget (OMB) rules, 24 CFR 85.36, and 2 CFR 200.320. If the Subrecipient is acquiring goods and services, such as professional consulting, environmental review or planning, totaling no more than \$100,000 then small purchase procurement (24 CFR 85.36(d)(1) and 84.44(e)(2)) can be used which allows Subrecipient to obtain quotes from potential vendors with a detailed description of the goods or services needed without publishing a formal request for proposals or invitation for bids. This method cannot be used if the amount of contract exceeds \$100,000 in value. In general, the small purchases

procedures also should not be used to acquire construction Contractors. It is recommended that these acquisitions occur under the sealed bid approach.

4.03 Agreements with Contractors

Subrecipients must enter into written agreements with Contractors.

In order to meet HUD and County CDBG Program requirements, agreements with Contractors must address the following:

1. Scope of services to be provided, consistent with this Agreement.
2. Identification of intended beneficiaries, if applicable.
3. Schedule for work completion.
4. Budget and payment schedule.
5. Provisions for termination for nonperformance or poor performance.
6. Other provisions required regarding:
 - a. Equal opportunity
 - b. Nondiscrimination
 - c. Labor standards
 - d. Anti-lobbying
 - e. Conflict of interest
7. Provisions for maintenance of workers' compensation insurance.
8. Provisions for maintenance of unemployment, disability and liability insurance as required.
9. Provisions for records retention (min. 4 yrs. from submittal of final expenditure report or conclusion of any audit or litigation).
10. Provision permitting monitoring/auditing by County and Subrecipient.
11. Provision requiring Contractor to abide by the covenants of this Agreement.
12. Provisions requiring appropriate bonds where required or reasonable.

4.04 Limitation on Term of Contractor Agreements

In compliance with federal procurement rules, the term of and agreements between Subrecipient and Contractors may not exceed three years.

Section 5
Records and Reports

5.01 Records Requirements

The Subrecipient shall comply with 24 CFR Part 570.506 and maintain full and complete books, ledgers, journals, accounts, or records wherein are kept all entries reflecting its operation pursuant to this Agreement. The records shall be kept in accordance with generally accepted accounting principles and practices and according to the provisions of the 2 CFR 200 and the provisions of 24 CFR Part 85, as modified by 24 CFR 570.502(a). The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- A. Records providing a full description of each activity undertaken;
- B. Records demonstrate that each activity undertaken meets one of the National Objectives of the CDBG program.
- C. Records required to determine the eligibility of activities.
- D. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.
- E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.
- F. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- G. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

5.02 Retention of Records

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of three (3) years. The retention period begins on the date of the submission of the Recipient's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is

litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

5.03 Recipient Right to Examine and Audit

The Recipient, including the Legislative Auditor General, shall have the right to examine and audit all books, records, documents and other supporting data of the Subrecipient, or any consultants or agents rendering services under this Agreement, whether directly or indirectly, which will permit adequate evaluation of the services, the cost, or pricing data submitted by the Subrecipient. The Subrecipient shall include a similar covenant allowing for Recipient audit in any contract it has with a Contractor, consultant or agent whose services will be charged directly or indirectly to the Recipient. This right to audit shall include, but shall not be limited to, the Recipient's right to request, and to be supplied in a timely manner, copies of any and all such books, documents, records and other supporting data. The Recipient may delay payment to the Subrecipient pending the receipt of such records and the results of any related audit without penalty or interest.

5.04 Activity Description Records

The records shall contain a full description of each activity assisted or being assisted with ~~CDBG Funds. This description shall include its location and the amount of CDBG Funds~~ budgeted and expended for the activity; and whether (i) the activity assists persons who qualify as Low-to-Moderate-Income persons; (ii) will aid in the prevention or elimination of blight or slums; (iii) or is designed to alleviate conditions which pose a serious and immediate threat to the health or welfare of the community.

5.05 Program Related Reports

The Subrecipient shall prepare in a timely manner and submit, to the Recipient, all program-related reports required by the Wayne County CDBG Manual. These reports

include, but are not limited to, a year-end report and the Program Income report described in Section 6 below.

Section 6

Program Income

6.01 Treatment of Program Income

Program Income (as defined at 24 CFR 570.500(a) and as further clarified in 2 CFR 200.80 if applicable) generated by activities carried out with CDBG Funds made available under this Agreement may be retained by the Subrecipient upon written permission of Recipient via its authorized director of CDBG Programs if the income is treated as additional CDBG Funds subject to all applicable requirements governing the use of CDBG Funds, the Recipient's Procedures for Reporting Program Income and Direct Benefit Activities. The Recipient's Procedures for Reporting Program Income and Direct Benefit Activities are subject to change with reasonable notice to the Subrecipient. The use of Program Income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Subrecipient may only use such Program Income during the Agreement period and only for activities permitted under this Agreement and shall reduce requests for additional CDBG Funds by the amount of any such Program Income balance on hand.

6.02 Interest Bearing Account Requirement

Program Income in the form of repayments to, or interest earned on, a revolving fund shall be deposited into an interest-bearing account and any interest earned by such funds accumulating in this account must be remitted annually, at the end of each program year, to the Recipient.

6.03 Remittance Guidelines

Program Income cash balances or investments thereof in excess of one-twelfth of the CDBG Funds amount under this Agreement, except for those needed immediately, those in revolving loan Funds, those resulting from lump-sum draw-downs authorized under 24 CFR Part 570.513, and those invested or held as additional security for a Section 108 loan

guarantee, must be remitted to the Recipient annually, at the end of each program year. The amount to be remitted will be calculated based on the total Program Income balances (with the exceptions noted above) held by the Subrecipient and all its subrecipients as of the last day of the Recipient's Program Year.

Section 7

Use of Real Property

7.01 Use Restrictions

Without properly authorized permission from Recipient, the Subrecipient may not change the use of any real property acquired or improved with CDBG Funds in excess of \$25,000 from the use for which the acquisition or improvement was made. Permission for an exception to this rule from Recipient will not be given unless the Subrecipient provides affected citizens with reasonable notice of any proposed change and the new use meets one of the objectives of the program earlier set forth and authorized under this Agreement. If such new use does not qualify under those objectives, the new use may be permitted, provided that the CDBG fund is reimbursed for the current fair market value of the property, less any portion of the value attributable to expenditure of non-CDBG Funds.

7.02 Security Requirement

~~In the event that the Subrecipient intends to perform an activity that involves real property, Wayne County may require a mortgage, note, or other instrument to secure the National Objective.~~

7.03 Requirement of Notice and Permission for Sale of Property

Subrecipient may not sell any property acquired with CDBG Funds without providing adequate advance written notice to Recipient and obtaining duly authorized written permission from Recipient for such a sale.

Section 8

Compliance with Federal Laws, Rules, and Regulations

8.01 General Compliance with Law and Specifically Federal Law

Subrecipient shall comply with all Regulations including 24 CFR Part 570.502 and the Uniform Administrative Requirements and shall carry out each activity in compliance with all Federal, State and local laws, rules, and regulations, including but not limited to the following:

- A. Subrecipient will affirmatively further fair housing and shall comply with the letter and spirit of Title VIII of the Civil Rights Act of 1968, as amended.
- B. Subrecipient shall insure that all contracts involving the employment of laborers and mechanics comply with the provisions of the Davis Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act, and the Fair Labor Standards Act.
- C. Subrecipient shall comply with the National Environmental Policy Act of 1969, and its associated regulations and Executive Orders.
- D. Subrecipient shall provide reasonable relocation assistance to any persons displaced as a result of any Work performed under this Agreement. All assistance must meet the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.
- E. Subrecipient will comply with the Single Audit Act of 1984 and 2 CFR 200.
- F. Subrecipient will ensure that no CDBG Funds will be expended for acquisition or construction purposes in an area that has been designated as having special flood hazards, unless the community in which the area is situated participates in a National Flood Insurance Program.

- G. Subrecipient shall not discriminate in the sale, leasing, financing, or the provision of brokerage services for housing, because of race, color, religion, sex, national origin or disability.
- H. Subrecipient shall not exclude any person from participation in the program based on race, color, national origin, sex, age, or disability.
- ~~I. Subrecipient shall not discriminate against any person based on race, color, religion, sex, national origin or disability in all phases of construction during the performance of any federally assisted construction contracts.~~
- J. Subrecipient agrees that no lead paint shall be used in any residential structure constructed or rehabilitated with CDBG Funds.
- K. Subrecipient agrees to all terms of Executive Order 12549 regarding suspension or debarment outlined through 24 CFR Part 570.609 and 24 CFR Part 24 and agrees to execute the Certification Regarding Debarment and Suspension in Appendix D. In addition, the Subrecipient agrees to require all contractors and subcontractors under this Agreement to execute the Certification Regarding Debarment and Suspension in **Appendix D**.
- L. The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and ~~implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b);~~ (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Recipient may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

- M. Subrecipient must comply with the requirements of 2 CFR Part 200 (OMB-87) and any of its provisions or requirements that override any other regulation or circular listed in this Agreement will supersede the requirements of those restrictions in this Agreement.
- N. In compliance with 2 CFR, Section 200.338 Subrecipient must make proper disclosures of all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award under this Agreement.
- O. Subrecipient is subject to other applicable regulations governing the use of the CDBG Funds, whether set forth herein or not, and any amendments or policy revisions thereto which may become effective during the term of this Agreement.

8.02 Compliance with State and Local Law

Subrecipient is deemed to be aware of all applicable State and Local laws, rules and regulations and must comply with all such laws, rules, and regulations. The laws, rules, and regulations include, but are not limited to:

- A. Wayne County Ethics in Public Contracting Ordinance
- B. Wayne County Contracting Requirements
- C. Wayne County Legislative Auditor General audit requirements.
- D. For any property funded by CDBG, state and local regulations governing construction, rehabilitation, and rental of that property.
- E. All state and local permitting requirements.
- F. All state and local laws regarding participation and inclusion of minority and women owned businesses or individuals.
- G. All state and local laws prohibiting business with certain entities.
- H. All applicable state and local environmental laws, rules, and regulations.

- I. All applicable state and local human and civil rights laws.

Section 9

Suspension and Termination

9.01 Termination For No Cause

The County may terminate this Agreement without cause at any time in accordance with ~~24 CFR Part 85.43 and 24 CFR Part 85.44, without incurring any further liability, other~~ than as stated in this Article by giving written notice to the Subrecipient of the termination. The notice must specify the effective date, at least 30 days prior to the effective date of the termination, and this Agreement will terminate as if the date were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the County will pay the Subrecipient for the eligible and authorized services rendered prior to notice of termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Subrecipient accepts the payment, the Agreement is satisfied.

9.02 Termination for Material Breach

The County may terminate this Agreement because the Subrecipient has failed to ~~materially comply with any term of this Agreement, or any award or grant it receives. The~~ grant or award may be suspended or ~~terminated according to the~~ specifications or ~~within~~ the time limit provided in this Agreement. The County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated, and the Subrecipient shall be liable to the County for any costs to obtain and transition similar services, provided the Subrecipient shall continue the performance of this Agreement to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Subrecipient shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Agreement. Such expenses shall be deducted

from any monies due, or which may become due to the Subrecipient under the Agreement. If such expense exceeds the sum which would have been payable under the Agreement, then the Subrecipient shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may, to the extent allowed by law, offset such a deficiency against any compensation or reimbursement due or allocated by County or any of its component units to the Subrecipient in any context. . All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Agreement.

9.03 Subrecipient's Duties After Termination

After receipt of a Notice of Termination and except as otherwise directed by the County, the Subrecipient must:

- A. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional CDBG Funds for payroll costs and other costs beyond the date as the County specifies.
- C. No later than the date the termination is effective but sooner if County requests, present all Agreement records and submit to the County all Records as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or ~~disposition of files and property.~~
- D. ~~Submit within 30 days a final report of receipts and expenditures of CDBG Funds relating to this Agreement.~~
- E. Place no further orders on contracts or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under this Agreement as is not terminated.
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of Work so terminated.
- G. Submit within 30 days a listing of all creditors, Contractors, lessors, and other parties with which the Subrecipient has incurred financial obligations pursuant to the Agreement.

H. Secure any Work to prevent any damage or waste.

9.04 Records Upon Termination

Upon termination of this Agreement, all Records prepared by the Subrecipient under this Agreement or in anticipation of this Agreement shall, at the option of the County, become County's exclusive property, whether or not in the possession of the Subrecipient. The Records are free from any claim or retention of rights on the part of the Subrecipient except as specifically provided. The Subrecipient must return all properties of the County to County.

9.05 Failure to Deliver Records

Any intentional failure or delay by the Subrecipient to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Subrecipient will pay the County \$100.00 per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Subrecipient consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

9.06 Access to Records Upon Termination

~~Access to Records prior to delivery must be restricted to authorized representatives of the County and the Subrecipient. The Subrecipient has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.~~

9.07 Assistance to Terminate

In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party. **Section 10**

Reversion of Assets

10.01 Return of Unspent CDBG Funds

Upon expiration of this Agreement, Subrecipient shall transfer to the Recipient any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds at the time of expiration.

10.02 Unused Equipment

In all cases in which equipment acquired, in whole or in part, with CDBG Funds is sold, the proceeds shall be Program Income (prorated to reflect the extent that CDBG Funds were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement may be retained after compensating the Recipient for the current fair market value of the equipment less the percentage of non-CDBG Funds used to acquire the equipment.

Section 11

Expenditure of Community Development Block Grant Funds

11.01 Compliance With CDBG Spending Requirements

The Subrecipient agrees to expend any CDBG Funds received under this Agreement only in compliance with the Housing and Community Development Act of 1974, as amended, and the regulations of the Department of Housing and Urban Development as set forth in Volume 24, CFR Part 570, and in particular, Sections 570.200 through 570.208. The Subrecipient also specifically acknowledges that the Recipient is bound by 24 CFR 570.902, which requires the Recipient to spend its available Funds in a timely manner. The Subrecipient agrees to fully cooperate with the Recipient's efforts to comply with this section, which may require the Subrecipient to either expedite the spending of its CDBG

Funds prior to the date shown in Section 3.01 hereof, or possibly return unspent CDBG Funds to the Recipient. Those regulations are incorporated in this Agreement by reference.

Section 12

Amendment

12.01 Amendment Requirements

This Agreement may be amended by written instruments signed by authorized representatives by both parties. Any amendments or changes to the projects or budget shall be in writing, consistent with the Consolidated Plan and Annual plan of the County on file with HUD, and shall only need the approval of the Director of Community Development of Wayne County, or his/her designee, an authorizing representative of the Subrecipient, and must also comply with the Housing and Community Development Act of 1974, as amended.

Section 13

Indemnification

13.01 General Indemnification and Hold Harmless Requirement

The Subrecipient agrees, to the extent allowed by law, to indemnify and hold harmless the Recipient against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Recipient by reason of any of the following occurring during the term of this Agreement or related to this Agreement or its implementation:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Subrecipient, or any of its personnel, employees, consultants, agents or any entities associated, affiliated (directly or indirectly), or subsidiary to the Subrecipient now existing or hereafter created, their agents and employees for whose acts any of them might be liable.

B. Any failure by the Subrecipient, its Contractors, or any of its associates, to perform its obligations either implied or expressed under this Agreement.

13.02 Responsibility for Property Loss

The Subrecipient agrees that it is its responsibility and not the responsibility of the Recipient to safeguard the property and materials that its employees, Contractors, or its associates use in performing this Agreement. The Subrecipient shall hold the Recipient harmless for costs and expenses resulting from any loss of such property and materials used by its employees, Contractors and associates pursuant to the Subrecipient's performance under this Agreement.

13.03 Coverage of the term "Recipient"

For purposes of the hold-harmless provisions, the term "Recipient" shall be deemed to include the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or hereafter created their agents, Program Manager and employees.

13.04 Independent Contractor Relationship between Recipient and Subrecipient

The relationship of the Subrecipient to the Recipient is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights, or liabilities, insurance rights or liabilities, or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agent, subcontractor or employee as a result of the performance of this Agreement. No relationship, other than that of independent contractor shall be implied between the parties or either party's agent, employee, or contractor. The Subrecipient agrees to hold the Recipient harmless from any such claims and any related costs or expenses.

13.05 Comprehensive Duty to Defend, Indemnify, and Hold Harmless

To the extent permitted by law, the Subrecipient must defend, indemnify and hold harmless the County, its employees, agents, officer and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorneys' and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or related in any way by the Work undertaken by the Subrecipient.

Section 14

Insurance

14.01 The Subrecipient shall maintain at all times, at its expense, during the term of this Agreement the following insurance. The Subrecipient will be responsible for requiring the same insurance of its contractors. Any shortfalls in insurance for contractors, specific to services related to this Agreement, will be the responsibility of the Subrecipient. If the Subrecipient maintains insurance through the Michigan Municipal Risk Association or the Michigan Municipal League the County will accept such insurance if it substantively meets the coverage requirements below, as determined by the County Risk Management Division:

- A. 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 \$2,000,000 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.
- B. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

- C. 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.
- D. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the subrecipient 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.
- E. Umbrella or Excess Liability Policy in an amount not less than \$3,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(s) and shall apply both to the Subrecipient'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.
- F. Professional Liability (if Design/Build), Insurance appropriate to the Subrecipient's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.
- G. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Subrecipient maintains higher limits than the minimum insurance coverage required in Section 14.01, the Subrecipient shall maintain the coverage for the higher insurance limits for the duration of the Contract.

14.02 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 Subrecipient 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 Subrecipient'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).

- 14.03 Primary Coverage.** For any claims related to this Contract, the Subrecipient'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 Subrecipient's insurance and shall not contribute with it.
- 14.04 Notice of Cancellation.** Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.
- 14.05 Waiver of Subrogation.** Subrecipient grants to the County a waiver of any right to subrogation which any insurer of the Subrecipient may acquire against the County by virtue of the payment of any loss under such insurance. Subrecipient 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 endorsement subrogation from the insurer.
- 14.06 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 Subrecipient to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 14.07 All insurance must be affected 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 required coverage 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.
- 14.08 Claims-made Policies.** If any of the required policies provide coverage on a claims-made basis:

- A. The Retroactive Date must be shown and must be before the date of the Contract or the date the Subrecipient starts to perform the services.
- B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Contract.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Subrecipient must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.

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

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

14.11 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.

14.12 The Subrecipient must submit certificates evidencing the insurance to the Risk Management Division at the time the Subrecipient executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Section 15
Assignment and Subcontract

15.01 Restrictions on Transfer or Assignment

The Subrecipient shall not assign or encumber directly or indirectly any interest whatsoever in this Agreement and shall not transfer any interest therein (whether by assignment or novation), without the prior written consent of the Recipient. Any such consent given in any one instance shall not relieve the Subrecipient of its obligation to obtain the prior written consent of the Recipient to any further assignment.

15.02 Subcontracts

a. **Approvals**

The Subrecipient shall not enter into any subcontracts with any Contractor, without the written consent of the Recipient prior to the execution of such an agreement. Such approval shall not constitute a basis for privity between the Recipient and the Contractor. The Subrecipient agrees to hold harmless the Recipient from any such claims initiated pursuant to any subcontracts it enters into in performance of this Agreement.

b. **Monitoring**

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. **Content**

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Subrecipient further agrees to comply with these "Section

3” requirements as embodied in the following language if applicable to Subrecipient and to include the following language in all contract or subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

d. Selection Process

The Subrecipient shall undertake to ensure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements of 24 CFR 85.36. Executed copies of all contracts and subcontracts shall be forwarded to the Recipient along with documentation concerning the selection process.

15.03 Succession

This Agreement shall inure in all particulars to the parties, their agents, successors and assignees to the extent permitted by law.

Section 16
Conflict of Interest

16.01 Covenant of No Conflict of Interest

The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by the Subrecipient.

16.02 Warranty of Non-Solicitation of County Employees

The Subrecipient also warrants that it will not and has not employed any Wayne County employee to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the Recipient may, at its option, terminate this Agreement without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Subrecipient, the amount of any such commission, percentage, brokerage, or contingent fee.

16.03 Compliance With Conflict-of-Interest Laws, Rules, and Regulations

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42, 570.611 and 2 CFR 200.318, which include (but are not limited to) the following:

- A. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- B. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract,

subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, the Subrecipient, or any designated public agency.

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- C. Maintaining a written conflict of interest policy in accordance with 2 CFR 200.318 prohibiting Employee and Organizational Conflicts of Interest including non-Federal, State, or local government parent, affiliate, or subsidiary organizations.

Section 17

Notices

17.01 Manner of Notice

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

If to the Subrecipient

NAME HERE City of Plymouth

If to the Recipient:

The Charter County of Wayne
Community Development Division
28th Floor, Wayne County Building
500 Griswold
Detroit, Michigan 48226-2831

Attention: Director of Community Development

17.02 Effect of Notice and Requirements

All notices shall be deemed given on the day of mailing. 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.

17.03 Special Notices

Notwithstanding the requirement above as to the use of first-class mail, termination notices and change of address notices shall be sent by registered or certified mail, postage prepaid, return receipt requested.

17.04 Point of Contact

Subrecipient shall designate a point of contact who is an authorized employee of Subrecipient to communicate with County regarding this Agreement and the Work (“Point of Contact”). All communications on behalf of Subrecipient to Recipient regarding this Agreement and the Work should include the Point of Contact. County is not obligated to communicate with any individual or entity regarding the Agreement, Work, or CDBG Program that is not an employee or political appointee of Subrecipient.

Section 18

Severability of Provisions

18.01 Provisions Enforceable Despite Disallowed Provisions

If any provision of this Agreement or the application to any person or circumstance shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 19

Jurisdiction

19.01 Jurisdiction and Venue in Wayne County, State of Michigan

This Agreement, and all actions arising hereunder, shall be governed by, subject to, and construed according to the law of the State of Michigan. The Subrecipient agrees consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. The Subrecipient agrees that service of process at the address and in the manner specified in this Agreement will be

sufficient to put the Subrecipient on notice. The Subrecipient also agrees it will not commence any action against the Recipient because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction can be had in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

Section 20

CDBG Certification

20.01 Ongoing Certification Compliance Required

Subrecipient shall execute and comply with all the CDBG Certifications attached as Appendix C to this Agreement. Subrecipient understands it may be required to comply with future certifications as issued.

Section 21

Authorization / Misc

21.01 Proper Authorization

Each party represents and warrants that all corporate actions and all governmental approvals necessary for the authorization, execution, delivery and performance of this Agreement have been taken and that each is ready and capable to perform its obligations. Each party further warrants that the person signing this Agreement is authorized to do so on behalf of its principal and is empowered to bind the principal to this Agreement.

21.02 Signage Requirement

For projects exceeding \$25,000, the Subrecipient shall erect a sign on the project site stating that the project is being financed in part by HUD and the Wayne County CDBG Program and providing the appropriate contacts for obtaining information on activities

being conducted at the site and for reporting suspected criminal activities. The sign erected on the project site shall comply with all requirements of the state and local law applicable to on-premises outdoor advertising.

21.03 Effectiveness

This Agreement is effective subject to an authorizing resolution by the Wayne County Commission and subsequent execution by the Wayne County Executive or his designee.

[SIGNATURES ON NEXT PAGE]

Section 22

Signature

22.01 Duly Authorized Signatures

The Recipient and the Subrecipient, by and through their duly authorized officers and representatives have executed this Agreement as of the dates below.

SUBRECIPIENT:

By: _____

[AUTHORIZED SIGNER TITLE]

Date:



CHARTER COUNTY OF WAYNE

By: _____

Warren C. Evans
Wayne County Executive

Date:

APPENDIX A

CDBG PROJECTS

Grantee	PY 2024 Grant Amount	Activity	Amount	Activity Matrix No.	National Objective	Limited Clientele	Census Tract	Benefit	Performance Measure	Contract No.
City of Plymouth		Senior Services	\$20,000	05A	LMC	Elderly	N/A	980 Persons	Enhance Suitable Living	24/21/05A

*Transfers amounting more than fifteen percent (15%) of total allotment will require a public hearing per the Wayne County Citizen Participation Plan.

APPENDIX B

PROGRAM INCOME

WAYNE COUNTY CDBG PROGRAM INCOME REPORT

COMMUNITY/ENTITY:

GRANT YEAR:

QUARTER:

July 1, 2024 to June 30, 2026

COMPLETE HIGHLIGHTED
SPACES ONLY

		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	TOTALS
Beg Bal	\$ - (June 30th only)	-	-	-	-	
INCOME SOURCES						
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Total Income Sources		-	-	-	-	-
EXPENDITURES - Stipulate Contract No. and Activity Name						
Planning Expenditures Summary Only - Attach Detail Listing						
		-	-	-	-	-
Administrative Expenditures Summary Only - Attach Detail Listing						
		-	-	-	-	-
Public Service Expenditures Summary Only - Attach Detail Listing						
		-	-	-	-	-
		-	-	-	-	-
Non-Cap Expenditures Summary - Attach Detail Listing						
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
TOTAL EXPENDITURES		-	-	-	-	-

Instructions for Completing the Quarterly Program Income Report

Income received by your organization directly generated from the use of Community Development Block Grant (CDBG) Funds, such as revolving loans, lien repayments, and sales from disposition of CDBG property, must be reported to the Wayne County Community Development Division. At the end of each quarter (June, September, December, March), complete and submit this Program Income Form to Wayne County Community Development Division, 500 Griswold 10th floor, Detroit, Michigan, 48226.

Use the Program Income Report in Excel to electronically the amount of Program Income received during the quarter, and the amount received year to date (year beginning July). Also record the amount of Program Income that was spent on an eligible activity during the quarter being reviewed and year to date. The cumulative balance space should reflect the total amount of Program Income on hand at the end of the current reporting period (this would include any unspent Program Income received during the previous reporting period).

There is also a space provided on the form for you to record the source of the Program Income received in the quarter being reviewed. If the Funds are coming from more than one source, please identify how much is coming from each source.

A CDBG Request for Payment with all required supporting documentation for the expenses paid using Program Income must accompany the Program Income Report.

Any form not received by the tenth business day after the end of the quarter review may result in the suspension of payment on vouchers submitted to the County for reimbursement. Make certain the form is signed and dated on the bottom of the form.

Please remember to clear with our office any activity requiring the use of Program Income before Program Income is expended.

APPENDIX C
CERTIFICATIONS

Local Government Certifications

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the local government, as the Subrecipient of the jurisdiction, certifies that:

Affirmatively Further Fair Housing -- The Subrecipient understands that the jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and ~~actions in this regard. The local government will fully cooperate with the jurisdiction in this regard.~~

Anti-Displacement and Relocation Plan -- The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs. The local jurisdiction will fully cooperate with the jurisdiction in this regard.

Drug Free Workplace -- The local government will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the local government's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace.
 - (b) The local government's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the activities supported by the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and

- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- 5. Notifying the jurisdiction in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Require such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying – As a Subrecipient of the jurisdiction, to the best knowledge and belief of the local government:

- 1. No Federal appropriated Funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any Funds other than Federal appropriated Funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the consolidated plan of the jurisdiction is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with Plan – As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA Funds are consistent with the consolidated plan.

Section 3 – The local government shall, and as a Subrecipient of the jurisdiction, to the best of the local government's knowledge, the jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Certifying Officer

Date

Specific CDBG Certifications

As a Subrecipient to the Entitlement Community, the local government certifies that:

Citizen Participation – To the best of its knowledge, the entitlement community is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan – To the best of its knowledge, the entitlement community's consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income (see CFR 24 Part 570.2 and CFR 24 Part 570).

Following a Plan – To the best of its knowledge, the entitlement community is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- To the best of its knowledge, the entitlement community has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG Funds, and to its best knowledge, the local government certifies that the entitlement community has developed its Action Plan so as to give maximum feasible priority to activities that benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities, which the entitlement community certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available.
2. Overall Benefit. To the best of its knowledge, the aggregate use by the entitlement community of CDBG Funds including section 108 guaranteed loans during program year(s) 2010, 2011, 2013 (a period specified by the local government consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. To the best of its knowledge, the entitlement community will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108 loan guaranteed Funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG Funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG Funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds.

To the best of the local government's knowledge, the jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108, unless CDBG Funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG Funds if the jurisdiction certifies that it lacks CDBG Funds to cover the assessment.

Excessive Force – The local government, and to its best knowledge, the jurisdiction, has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance With Anti-Discrimination laws – To the best of its knowledge, the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint – To the best of its knowledge, the activities of the local government and jurisdiction concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24.

Compliance with Laws – The local government, and to the best of its knowledge, the jurisdiction, will comply with applicable laws.

Certifying Officer

Date

Appendix To Certifications

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I apply. (This is the information to which jurisdictions certify.)
4. For grantees who are individuals, Alternate II applies. (Not applicable jurisdictions.)
5. ~~Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.~~
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

<NONE>

Check X if there are workplaces on file that are not identified here; The certification with regard to the drug free workplace required by 24 CFR part 24, subpart F.

9. Definitions of terms in the Non-Procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15).

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

APPENDIX D
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Subrecipient: **The City of Plymouth**
Agreement: **2024 CDBG Subrecipient Agreement**
Agreement Year: **July 1, 2024, through June 30, 2026**

1. The Subrecipient certifies to the best of its knowledge and belief, that:

a. The Subrecipient and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency.

b. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. The Subrecipient and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 1. B. above; and.

d. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

2. The certification in this clause is a material representation of fact upon which reliance was placed. When the Recipient determines that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Recipient, the Recipient may terminate this Agreement for cause or default.

3. The Subrecipient shall provide immediate written notice to the Recipient if, at any time, Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “Grantee”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

5. The Subrecipient agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Recipient.
6. The Subrecipient further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the Recipient, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Subrecipient may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each Subrecipient may, but is not required to, check the Non-procurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. If a Subrecipient is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Recipient, the Recipient may terminate this transaction for cause or default.

EXECUTION

IN WITNESS WHEREOF, the Subrecipient has executed this documentation on the dates set forth below.

WITNESSES:

SUBRECIPIENT

By: _____

Dated: _____

STATE OF MICHIGAN)

)

COUNTY OF WAYNE)

This document was acknowledged before me on _____ by
_____, on behalf of _____.

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

EXHIBIT E
FFATA FORMS
INFORMATION REQUEST FORM
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
200.331 Checklist
COUNTY DEPARTMENT: _____
FISCAL YEAR: _____ **2024** _____

AWARD ID #	AMOUNT
B-24-UC-26-003	\$20,000

Please complete the following information:

Subawardee

UEI: _____

Subawardee Name (must match name in

SAM): _____

Subawardee

Address: _____

Amount of subaward (obligated

amount): _____

Subaward Obligation/Action

Date: _____

Identification of whether the award is R&D (yes or

no): _____

Subaward Period of Performance Start and End Date

Federal Funding Agency ID

Leave Blank

Federal Funding Agency Name

Leave Blank

Federal Award Identification Number (FAIN)

Leave Blank

NAICS code for contracts/CFDA program number for grants:)

Subawardee

Number:

Location of entity (including congressional district):

Subawardee Principal Place of Performance (including congressional district):

As provided to you by your subawardee, in your subawardee's business or organization's preceding completed fiscal year, did its business or organization (the legal entity to which the DUNS number it provided belongs) receive (1) 80% or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000.000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Please answer YES or NO:

As provided to you by your subawardee, does the public have access to information about the compensation of the executives in the subawardee's business or organization (the legal entity to which the UEI it provided belongs) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or Section 6104 of the Internal Revenue Code of 1986? Please answer YES or NO:

Required Subrecipient Disclosure Under 2 CFR 200

Required information includes:

(1) Federal Award Identification:

- a. Subrecipient name (which must match registered name in SAM).
- b. Subrecipient's UEI number (see 2 CFR 25 Universal Identifier and System for Award Management).
- c. Federal Award Identification Number (FAIN).
- d. **Federal Award Date (see Section 200.39 Federal award date);**
- e. Subaward Period of Performance Start and End Date.
- f. **Amount of Federal Funds Obligated by this action**
- g. Total Amount of Federal Funds Obligated to the subrecipient.
- h. **Total Amount of the Federal Award.**
- i. **Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);**
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official, U.S. Department of Housing and Urban Development.
- ~~k. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement.~~
- l. Identification of whether the award is R&D,
- m. Indirect cost rate for the Federal award (including if the de minimis rate is charged per Section 200.414 Indirect (F&A) costs)

RESOLUTION

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

WHEREAS The City Commission of the City of Plymouth has been a sub-recipient of the Wayne
County for Community Development Block Grant funding for several decades, and

WHEREAS The Department of Housing and Urban Development (HUD), requires the City and
County to renew Subrecipient Agreements from time to time, and

WHEREAS The City of Plymouth wishes to continue their relationship as a subrecipient of Wayne
County for Community Development Block Grant funding, and

WHEREAS The Department of Housing and Urban Development is requiring Wayne County to
renew the Subrecipient Agreement with each subrecipient community to remain in
compliance,

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby
approve the enclosed Subrecipient Agreement for Community Development Block Grant
effective from July 1, 2024, through June 30, 2026.

NOW BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth authorizes the
mayor to sign the agreement on behalf of the City of Plymouth