



# Plymouth City Commission

## Regular Meeting Agenda

Monday, August 4, 2025 7:00 p.m.

**Garden Club Park – Forest & Sutherland**

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

[www.plymouthmi.gov](http://www.plymouthmi.gov)  
Phone 734-453-1234  
Fax 734-455-1892

1. **CALL TO ORDER**
  - a. Pledge of Allegiance
  - b. Roll Call
2. **APPROVAL OF MINUTES**
  - a. July 21, 2025 City Commission Regular Meeting Minutes
3. **APPROVAL OF THE AGENDA**
4. **ENACTMENT OF THE CONSENT AGENDA**
  - a. Special Event: Pumpkin Palooza, Sunday 10/19/2025
5. **CITIZEN COMMENTS**
6. **COMMISSION COMMENTS**
7. **OLD BUSINESS**
  - a. Electric Vehicle Charging Ordinance – Final Reading
8. **NEW BUSINESS**
  - a. Salem Landfill Letter of Intent (LOI) Non-Binding
  - b. DIRECTV Uniform Video Service Local Franchise Agreement Renewal
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](mailto: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, 35<sup>th</sup> District Court, recreation department, and public safety
2. Incorporate eco-friendly, sustainable practices into city assets, services, and policies; including more environmentally friendly surfaces, reduced impervious surfaces, expanded recycling and composting services, prioritizing native and pollinator-friendly plants, encouraging rain gardens, and growing a mature tree canopy
3. Partner with or become members of additional environmentally aware organizations
4. Increase technology infrastructure into city assets, services, and policies
5. Continue sustainable infrastructure improvement for utilities, facilities, and fleet
6. Address changing vehicular habits, including paid parking system /parking deck replacement plan, electric vehicle (EV) charging stations, and one-way street options

### GOAL AREA TWO – STAFF DEVELOPMENT, TRAINING, AND SUCCESSION

#### OBJECTIVES

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

### GOAL AREA THREE - COMMUNITY CONNECTIVITY

#### OBJECTIVES

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

### GOAL AREA FOUR - ATTRACTIVE, LIVABLE COMMUNITY

#### OBJECTIVES

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

*“The government in this community is small and accessible to all concerned.”*

-Plymouth Mayor Joe Bida  
November 1977



## City of Plymouth

### City Commission Regular Meeting Minutes

Monday, July 21, 2025, 7:00 p.m.

Plymouth City Hall, 201 S. Main St., Plymouth, MI 48170

ITEM #2.a

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

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

#### 1. CALL TO ORDER

- a. Mayor 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. July 7, 2025 City Commission Regular Meeting Minutes

Motion to approve the July 7, 2025 City Commission Regular Meeting Minutes made by Pobur, supported by Filipczak;

There was a voice vote.

MOTION PASSED UNANIMOUSLY

#### 3. APPROVAL OF THE AGENDA

Motion to approve the agenda for July 21, 2025 made by Minton supported by Pobur;

There was a voice vote.

MOTION PASSED UNANIMOUSLY

#### 4. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of June 2025 Bills
- b. Special Event: Pilates in the Park, Sunday 8/3/2025
- c. Special Event: Plymouth Ghosts Cemetery Walk, Saturday 10/11/2025

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

There was a voice vote.

MOTION PASSED UNANIMOUSLY

#### 5. CITIZEN COMMENTS

Pete Mundt 643 N Harvey, Thanked everyone involved for a great Bumpers, Bikes & Bands event.

Michelle Dillon 1328 W AATrl, commented on item #7.a and also interested in learning the RFP process.

#### 6. COMMISSION COMMENTS

Kehoe: Spoke about special events and electrical in Old Village and well-handled storm event for Art in the Park.

Moroz: Introduced information related to a new, formal Parks & Recreation sponsorship program that will provide structured opportunities for individuals, civic groups and local businesses to sponsor park amenities, equipment and events. It will include recognition tiers for things such as benches, landscaping, playscapes, drinking fountains and athletic fields. events. It will also establish a partnership tier for transformative projects where the City can match significant contributions with funding and in-kind support including potential name recognition for the project. Anyone interested in supporting a park or recreational project can reach out to the City Commission. Feedback is welcome prior to finalizing the proposed program. The City would also like to explore the creation of a 501c3 non-profit to pursue grant opportunities and receive charitable contributions.

Filipczak: Thanked everyone for attending the City Commission meeting. She also spoke about how the City Commission arrives at decisions that are made in the best interests of the entire City and visitors in mind, providing the recent example of purchasing security barricades to help keep everyone safe during events.

## **7. OLD BUSINESS**

### **a. Authorization for Three Year Planner Contract Renewal**

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

#### **RESOLUTION 2025-63**

WHEREAS The City of Plymouth uses the firm of Carlisle/Wortman Associates for professional Planning Services; and

WHEREAS Their contract includes a retainer fee that includes that they provide plan review, Preparation and attendance at the monthly Planning Commission meeting, as well as Related discussions and correspondence with the administrative team.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby authorize a three-year renewal contract for professional services with Carlisle/Wortman and authorizes the City Manager to sign the contract on behalf of the City. Further, the City Clerk shall ensure that a complete copy of the proposed contract shall be included in the meeting minutes of this City Commission meeting.

Maguire: Interested in justification for fee increases, would like an update/amendment to #8.6 of the agreement, and would like to see a conflict of interest clause added.

Kehoe: Agrees with Maguire for updates and is also in support of the agreement and Carlisle/Wortman.

Minton: Comfortable with the agreement, and would welcome a better rate if possible.

Filipczak: Has confidence in the planner who has 23 years valuable experience working with the City.

Pobur: The majority of established professional services contracts are typically handled in the same manner as this.

The following residents were not in support of renewing the planner contract, but would rather see a competitive bid process for this: Michelle Dillon (citizens comments), Karen Sisolak 939 Penniman, Katherine Szary 1107 W. AATrl, Scott Lorenz 1310 Maple, Ron Picard 1373 Sheridan, Elizabeth Volaric 216 N. Holbrook, David Pierce W AATrl, Sam Baressi (online) 533 Herald.

Lorenz and Baressi also questioned accuracy of fees for services outlined in the agenda item.

Jim Mulhern 396 Arthur, spoke in support of Carlisle/Wortman and renewal of the contract.

Kehoe noted that the City Commission has a fee schedule for for Wade-Trim and Smith Group for comparative levels of service. She also spoke about the decision-making process and what is in the best interest of the City as a whole.

Kehoe and Pobur also addressed Maguire's concerns related to updating the language as discussed earlier. Pobur also addressed Baressi's concern related to a retainer.

Moroz spoke in strong support of Carlisle/ Wortman and the contract renewal.

Deal spoke in support of the City's relationship and partnership with Carlisle/Wortman

Pobur, supported by Kehoe, made a friendly amendment to the above motion to update language for #8.6 and add #8.10 in line with the City's Ethics Ordinance, pursuant to legal opinion/guidance from City Attorney.

There was a voice vote.

MOTION PASSED 6-1



**Carlisle | Wortman**  
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

**AGREEMENT FOR PLANNING CONSULTING SERVICES**

THIS AGREEMENT, Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by the City of Plymouth hereinafter referred to as the "Client" and Carlisle/Wortman Associates, Inc. hereinafter referred to as the "Consultant."

WHEREAS, The Client desires to engage the Consultant to provide planning consulting services.

NOW, THEREFORE, In consideration of the foregoing, and of the mutual agreement hereinafter set forth, the parties hereto legally intending to be bound hereby do agree for themselves and their respective successors and assigns as follows:

**SECTION 1.0**

**SCOPE OF WORK**

The Consultant for its part agrees to provide Planning Consulting Services in accordance with a Scope of Work described in Exhibit A attached hereto.

**SECTION 2.0**

**COLLECTION OF DATA**

It is understood that the Consultant will have the cooperation of the Client in the collection of basic data and other information for the above work. This shall include the transmittal of base maps in GIS or AutoCAD files, if available.

**SECTION 3.0**

**SCOPE AND PAYMENT FOR SERVICES**

- 3.1 Payment for Services** – The Consultant shall be paid in accordance with the retainer fees and hourly rates depicted in Exhibit B attached hereto.
- 3.2 Terms of Payment** - The Consultant shall present the Client with an Itemized Invoice each month based on work performed in the previous month. Invoices shall be paid within thirty (30) days after receipt by the Client.

Benjamin R. Carlisle, President John L. Enos, Vice President  
Paul Montagna, Principal Megan Messon-Minock, Principal Laura Kreps, Principal Brent Strong, Principal  
David Scurto, Principal Sally M. Ehlinger, Principal Craig Strong, Principal Douglas J. Lewan, Principal  
Richard K. Carlisle, Past President/Senior Principal R. Donald Wortman, Past Principal

REVISED DRAFT CONTACT  
3 YEAR TERM

**SECTION 4.0****REPRESENTATION**

It is understood and agreed that Benjamin Carlisle will represent the Consultant and Paul Sinecock will represent the Client in all matters pertaining to this Agreement. Sally Elmiger and Grayson Moore will serve as Planning Consultants. From time to time, the Consultant may use additional personnel within the firm or sub-consultants to assist in the execution of matters pertaining to this contract.

**SECTION 5.0****OWNERSHIP OF MATERIALS**

- 5.1 Any work product, materials, and documents produced by CWA pursuant to this Agreement shall be and remain property of Client and shall not be made subject to any copyright unless authorized by Client. CWA hereby assigns to Client the copyright to all works prepared, developed, or created pursuant to the services outlined in this Agreement, including the rights to: (1) reproduce the work; (2) prepare derivative works; (3) distribute copies to the public by sale, rental, lease, or lending; (4) perform the works publicly; and (5) to display the work publicly. CWA waives its right to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.
- 5.2 CWA will be provided with a copy of the Client's Freedom of Information Act ("FOIA") policy. Client is responsible for responses to FOIA requests, and CWA shall not directly respond to any third parties regarding any received FOIA requests. Upon receipt of a FOIA request, CWA shall immediately give that request to the Client. CWA shall provide specific information requested by Client for response to the FOIA request by the date and time requested by the Client or in a specific format if so requested by the Client.
- 5.3 If CWA receives a claim for damages, a summons or complaint, a subpoena or other document concerning a request for money damages, a threat of a lawsuit, or any court action proceeding, CWA shall immediately hand deliver these documents to the Client.
- 5.4 In the event of litigation, Client acknowledges that CWA can only produce information or materials requested at any point in the litigation process with authorization from the Client Attorney or designated Legal Counsel. Client agrees to defend CWA against any and all claims when CWA is operating under the direction of the Client Attorney, or other designated Legal Counsel, regarding such matters.

**SECTION 6.0****INSURANCE AND LIMITATION OF LIABILITY**

- 6.1 During the term of this agreement, the Consultant agrees to procure and maintain in effect insurance policies in the amounts and with the types of coverage shown below:
  - a) Professional liability insurance protecting the Consultant and its employees in an amount not less than \$2,000,000.
  - b) Workers Compensation Insurance in the form and amount required by Michigan law.

- c) Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.

- 6.2 The Client and the Consultant shall have no liability to each other for any claim relating to this agreement in excess of the fees and expenses paid to the Consultant except pursuant to indemnification obligations concerning third party claims under Section 7.0. In no event shall the Client and the Consultant be liable to each other for indirect, special, incidental, or consequential damages, even if the Client and the Consultant have been advised of the possibility of such damages. Except as otherwise specifically provided in this agreement, neither party's liability to the other party under this Agreement shall exceed the total amounts paid or payable by the Client under this agreement.

#### SECTION 7.0

#### INDEMNIFICATION

CWA agrees, to the fullest extent permitted by law, to indemnify and hold Client harmless from damages and losses arising from the negligent acts, errors or omissions of CWA in the performance of professional services under this Agreement, to the extent that CWA is responsible for such damages and losses on a comparative basis of fault and responsibility between CWA and Client. CWA is not obligated to indemnify Client for Client's own negligence.

#### SECTION 8.0

#### GENERAL PROVISIONS

- 8.1 The Exhibits attached to and referenced in this Agreement are incorporated into this Agreement by reference and expressly made an integral and component part of this Agreement for all purposes and shall be binding upon the Parties. References to any Exhibit in this Agreement shall be deemed to include this reference and incorporation.
- 8.2 Any notice under this Agreement shall be addressed and directed to the representatives of the Parties identified in Section 4.0.
- 8.3 The headings contained in this Agreement are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- 8.4 This Agreement is intended solely for the mutual benefit of the Parties hereto, and there is no intention, expressed or otherwise, to create any rights or interest for any party or person other than the Parties.
- 8.5 CWA shall perform the services under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with Client other than as a contracting party and independent contractor. Employees of CWA shall not be deemed to be employees of Client for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security, or any other purpose.

REVISED DRAFT CONTACT  
3 YEAR TERM

- 8.6 CWA will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CWA will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 8.7 Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to Client, its officials, employees, contractors, agents, volunteers, or any other person acting on behalf of Client and, in particular, governmental immunity afforded or available pursuant to the Michigan Governmental Immunity Act, MCL 691.1401, *et. seq.*
- 8.8 This Agreement constitutes the entire agreement between the Parties, and all prior discussion, agreements and understandings, whether verbal or in writing, are merged into this Agreement.
- 8.9 If any section, subsection, clause, phrase or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, that portion shall be considered a separate, distinct and independent portion of this Agreement, and the remaining portions of this Agreement shall remain in full force and effect.

#### SECTION 9.0

#### TERMS OF AGREEMENT

The term of this Agreement shall be for a period of approximately three (3) years from the date first entered into through June 30, 2028 unless mutually extended. In the event services continue to be provided after the expiration of this agreement, all rates and fees shall be adjusted by five percent (5%) annually unless otherwise agreed upon.

This Agreement may be terminated by either the Client or Consultant individually or jointly upon sixty (60) days written notice. Compensation during the notice period would be paid by the Client to the Consultant if services are faithfully rendered to the Client.

IN WITNESS WHEREOF, The Consultant and the Client execute this Agreement as of the date first set forth in this Agreement.

WITNESS

CLIENT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Paul Sincock  
City Manager  
City of Plymouth

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Maureen Brodie  
City Clerk  
City of Plymouth

WITNESS

CONSULTANT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Ben Carlisle, AICP  
President  
Carlisle Wortman Associates, Inc.

REVISED DRAFT CONTACT  
3 YEAR TERM

## **EXHIBIT A SCOPE OF WORK**

All Planning work will be performed on a combination retainer and hourly basis in accordance with the rate schedule shown in Exhibit B attached hereto. Such work shall include but is not limited to the following:

### **Services to be Provided**

The Consultant will serve as professional planning Consultants for the Client. Services will include the following:

1. Attendance at regularly scheduled Planning Commission meetings each month.
2. Written reviews of development applications including:
  - a. Rezoning Requests
  - b. Site Plans
  - c. Special Land Use Applications
  - d. Subdivision Plats
  - e. Planned Unit Development (PUD)
3. Attendance at special Planning Commission and City Commission meetings on matters pertaining to planning and zoning.
4. Advising, assisting, and coordinating with City officials on matters dealing with state laws, county regulations and local ordinances pertaining to zoning and development.
5. Preparation of grant applications to State and Federal agencies.
6. Coordinating with county and state agencies regarding Client plans for zoning and development.
7. Providing other services of planning or coordinating nature as may be requested by the City.

### **Items Included Under the Monthly Retainer**

Services provided under the monthly retainer shall include:

1. Attendance at one regularly-scheduled meeting per month.
2. Review all items on the agenda prior to meeting for their completeness and conformance with appropriate City and other relevant codes and standards.
3. Short and necessary telephone or direct consultations and conversations with appropriate City personnel on planning and other related matters.

4. Preparation of a memo related to agenda items for one regularly scheduled meeting per month as necessary. Said items to be provided to City staff for inclusion with meeting agenda packet to be distributed to meeting members.

Attendance at special meetings or preparation of special reviews and reports shall be performed on an hourly basis as authorized by the Client.

The parties may agree to a lump sum project cost on selected projects as requested by the Client.

There shall be no charge for local travel in relation to services provided under the retainer.

REVISED DRAFT CONTACT  
3 YEAR TERM

# **EXHIBIT B RATES & FEES**

## **A. Monthly Retainer**

	2025-2026 Rate	2026-2027 Rate	2027-2028 Rate
Monthly Retainer	\$750	\$800	\$850

## **B. Hourly Rates**

Project Team	2025-2026 Rates	2026-2027 Rates	2027-2028 Rates
Principal (S. Elmiger)	\$130/hr	\$140/hr	\$150/hr
Associate Planner	\$120/hr	\$130/hr	\$140/hr
Community Planner (G. Moore)	\$115/hr	\$125/hr	\$135/hr
Graphics (GIS) Technician	\$100/hr	\$105/hr	\$110/hr
Support Staff	\$75/hr	\$80/hr	\$85/hr

*\* 2025-26 rates are effective from the date this Agreement is authorized through June 30, 2026. Subsequent rate adjustments shall occur on July 1<sup>st</sup> each year to align with the Client's fiscal year.*

## **C. Miscellaneous Fees**

<u>Expenses</u>	<u>Rate</u>
AutoCAD Operation	\$30/hr
Mileage	70¢/mi.
Supplies, Prints, Mailing	Actual cost + 20%

## 8. NEW BUSINESS

### a. Personnel Matters

#### i. Future Retirement of City Manager

Sincock provided formal notice of his retirement to the City Commission and City Clerk on July 19, 2025, to be effective Friday October 17, 2025.

Motion made by Pobur, supported by Moroz to formally accept Sincock's notice of retirement.

All members of the City Commission and the City Attorney offered tribute and thanked Sincock for his many years of selfless service and commitment, and always working in the best interest to shape the culture for the entire City of Plymouth.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

#### ii. Filling the Future Vacancy of the City Manager

Motion made by Pobur, supported by Minton to appoint Assistant City Manager, Chris Porman as City Manager to be effective October 18, 2025, subject to contract negotiations with the City Attorney and contract approval by the City Commission.

Pobur spoke about the City's commitment to it's Strategic Plan goal of Succession Planning. Pobur, Moroz, Maguire, Filipczak, Kehoe and Deal all spoke about Chris Porman's experience, qualifications and commitment to the City. Porman has been well-prepared as part of the City's succession planning and they support the decision to appoint him as City Manager upon Sincock's retirement.

There was a roll call vote: Minton (Y), Kehoe (Y), Pobur (Y), Moroz (Y), Filipczak (Y), Maguire (Y), Deal (Y)  
MOTION PASSED UNANIMOUSLY

### b. Authorization for Purchase of Front End Loaders

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

#### RESOLUTION 2025-64

WHEREAS The City of Plymouth operates a fleet of equipment to more effectively and efficiently help protect the public health, safety, and welfare; and

WHEREAS From time-to-time equipment needs to be replaced or upgraded and the Department of Municipal Services has recommended the replacement of three pieces of heavy equipment; and

WHEREAS The City Administration has recommended that the equipment purchased be financed and the City Commission has authorized a finance package in the current budget; and

WHEREAS The City Administration has recommended purchasing the equipment using the Sourcewell National Group purchasing plan for these purchases.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of the following pieces of equipment from Michigan CAT:

- Cat model 930 3RQ+ Wheel Loader \$256,243.31
- Cat Model 906 Wheel Loader \$122,758.39
- Cat Model 260 AQ Skid Steer Loader \$ 73,228.39
- TOTAL PURCHASE AUTHORIZATION \$452,230.09

BE IT FURTHER RESOLVED THAT the City Finance Director is to bring back the finance options for this purchase.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

c. Heavy Equipment Financing

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

RESOLUTION 2025-65

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 Michigan Caterpillar Front End Loaders; and

WHEREAS The City of Plymouth has secured financing for the Front-End Loaders at an interest rate of 4.99%.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth approves the financing schedule for the Front-End Loaders equipment.

Be It Further Resolved That, the City Commission of the City of Plymouth authorizes the City Manager, Paul Sincok, to execute the contract for the Front-End Loaders.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

d. Authorization to Purchase Pickup Trucks

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

RESOLUTION 2025-66

WHEREAS The City of Plymouth operates an equipment fleet to help protect the public health, safety, and welfare; and

WHEREAS The City Commission determined that the replacement of three (3) F350 Pick Up trucks would be included in the 2025-2026 Budget; and

WHEREAS The City Administration obtained pricing based on the MiDeal Purchasing Program, which the city has used for previous vehicle purchasing; and

WHEREAS The City Administration and staff are recommending the purchase of three (3) Fleet/Non-Retail Ford F350 4WD Work Trucks from LaFontaine Ford of Lansing, MI; and

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of three (3) Fleet/Non-Retail Ford F350 4WD Work Trucks from the MiDeal Purchasing Program in the amount of \$56,865.00 each and a total of \$170,595.00. the expense is to be charged to the Equipment Fund Account 661-000-141.500.

BE IT FURTHER RESOLVED THAT the City Finance Director will report back to the City Commission his recommendations for finance options for this purchase.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

e. Acknowledgement of Easement Encroachment

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

RESOLUTION 2025-67

WHEREAS The City of Plymouth has a number of rights-of-way that are used for the public good; and

WHEREAS There is a situation at 413 N. Main Street that the building has created an encroachment Into the public right of way; and

WHEREAS The encroachment is approximately 4.5 feet with a width of 34.4 feet into the City Right-of-Way on Starkweather Street; and

WHEREAS The encroachment occurred because of incomplete information turned into the city in 2013 and the subsequent approval of a building permit based on that information.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby acknowledge the encroachment of the private property owner at 413 N. Main Street on the corner of N. Main Street and Starkweather. Further, the City of Plymouth maintains all rights and privileges in the encroachment area and the encroachment area shall continue to be within the City of Plymouth Right of Way.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

f. Electric Vehicle Parking Ordinance – First Reading

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

RESOLUTION 2025-68

WHEREAS The City of Plymouth has a Code of Ordinances in order to help to Protect Public Health, Safety, and Welfare; and

WHEREAS There is a need to regulate Electric Vehicle Charging Station parking spaces, in order to ensure that charging stations are available to those who need that service.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby adopt, at the First Reading the following to the City of Plymouth Code of Ordinances:

ADD Section 70-98 – Electric Vehicle Charging

ADD Section 70-99 – Penalties for Violation

BE IT FURTHER RESOLVED THAT the City Clerk shall include the complete language sections for the proposed additions to the City Code of Ordinances with the official meeting minutes of this meeting.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

## Electric Vehicle Parking Ordinance

### **Sec. 70-98. - Electric vehicle charging.**

It shall be unlawful for any person to park or stand a non-electric vehicle in any municipal parking space that has been designated as a public electric vehicle charging station. Further, it shall be unlawful for any person to park or stand an electric vehicle in a municipal parking space that has been designated as a public electric vehicle charging station when not electrically charging or parked beyond the time limits designated on the regulatory signs posted. For purposes of this section, "charging" means an electric vehicle is parked at a public electric vehicle charging station and is connected to the charging station equipment.

### **Sec. 70-99. - Penalties for violation.**

A vehicle parked in violation of the provisions specified in section 70-98 shall be a municipal civil infraction and subject to a fine of not less than \$35.00. In addition, any motor vehicle parked in violation of this section may be removed by the city and impounded. Any vehicle so impounded by the city shall not be released to the owner until all storage and towing charges shall have been paid by the owner.

g. MML Annual Meeting

Motion to approve the following resolution made by Pobur supported by Moroz;

#### RESOLUTION 2025-69

WHEREAS Each year the Michigan Municipal League hosts an annual business meeting to discuss matters and to form policy related to local government; and

WHEREAS The City of Plymouth has an opportunity to designate a voting delegate and alternate for the annual business meeting.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby designate Pobur or alternate (schedule permitting) as the voting delegate to the Michigan Municipal League Annual Convention Meeting.

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby designate Sincock as the voting alternate to the Michigan Municipal league Annual Convention Meeting.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

## **9. REPORTS AND CORRESPONDENCE**

### **a. Liaison Reports:**

Filipczak: NPFAB meeting-Northville will begin interviewing for Assistant Fire Chief. Nothing for HDC, and Cemetery Board is waiting for architectural renderings.

Moroz: There will be a ZBA meeting on August 7.

Minton: No Planning Commission due to applicant canceling and also reported on Special Planning Commission meeting: two public hearings postponed.

Kehoe: OVA meeting on Wed. July 30 at Meridian Coffee; PCCA Fowling fundraising event on Sunday July 27 at 344 Elizabeth.

### **b. Appointments**

There were no appointments.

## **10. ADJOURNMENT**

The next regular City Commission meeting is 7:00 pm on Monday, August 4 at Garden Club Park – Forest & Sutherland.

Motion made by Pobur, supported by Filipczak, to adjourn the meeting at 8:53 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.**

<b>Sponsoring Organ</b>		Plymouth Community Chamber of Commerce			
Ph#	734-453-1540	Fax#		Email	jessy@plymouthmich.
Address		850 W. Ann Arbor Trail		City	Plymouth
		State	MI	Zip	48170
<b>Sponsoring Organization's Agent's Name</b>		Jessy Nehro		<b>Title</b>	Membership
Ph#	734-453-1540	Fax#		Email	jessy@plymouthmich.
Address		850 W. Ann Arbor Trail		City	Plymouth
		State	MI	Zip	48170

<b>Event Name</b>	Pumpkin Palooza 2025
<b>Event Purpose</b>	Children's Halloween Event
<b>Event Date(s)</b>	Sunday, October 19, 2025
<b>Event Times</b>	11:30am to 2:30pm
<b>Event Location</b>	Downtown Plymouth
<b>What Kind Of Activities?</b>	Games, activities, entertainment, costume contests and trick or treating at vendor booths
<b>What is the Highest Number of People You Expect in Attendance at Any One Time?</b>	8,000-12,000
<b>Coordinating With Another Event?</b>	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.)

This is a family designed event to give children a hands on Halloween experience with games, activities, entertainment, costume contests, trick or treating and more.

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)

Yes, the streets will need to close by 8:30 am for setting up tents and tables and reopened at 4:00 pm  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

YES ☒ NO ☐

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

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

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

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

7/22/25

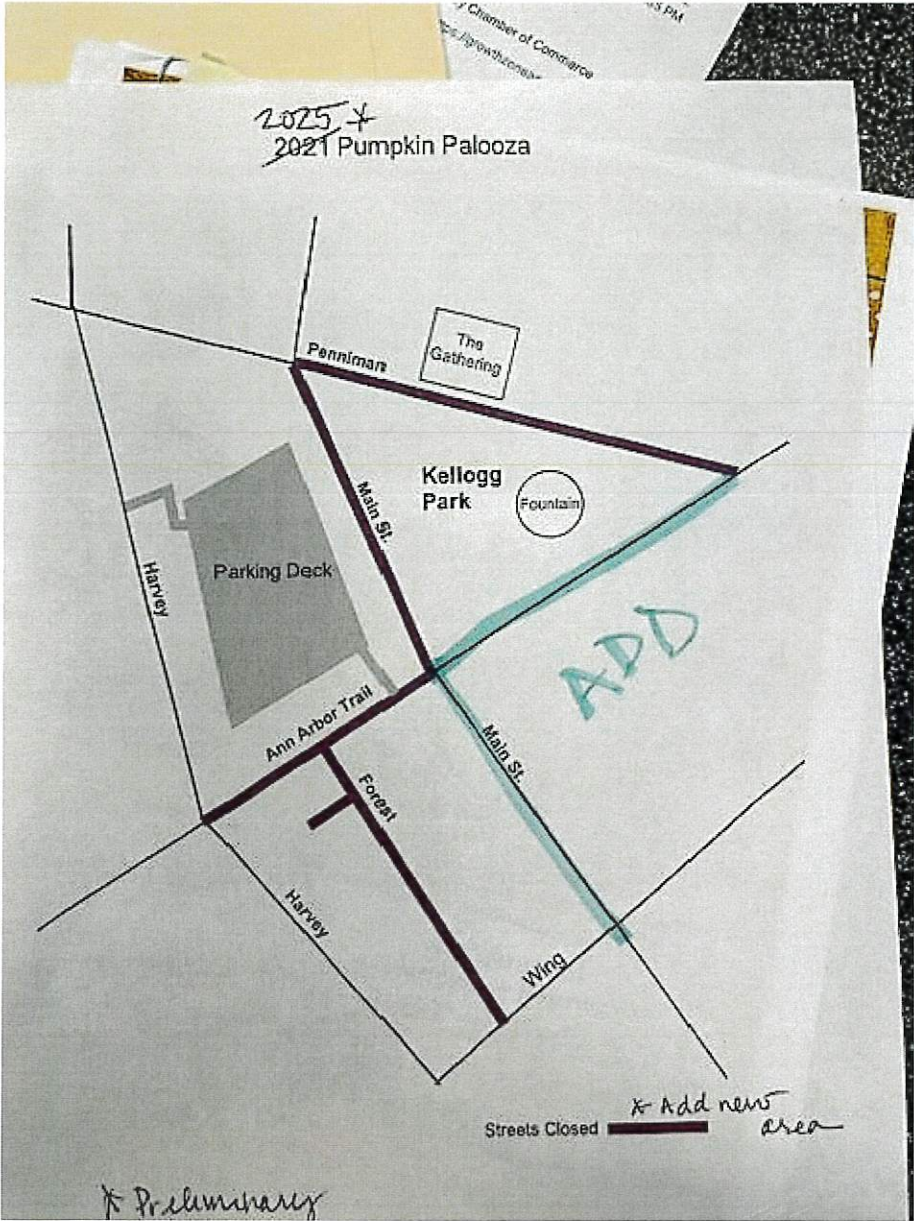
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
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**

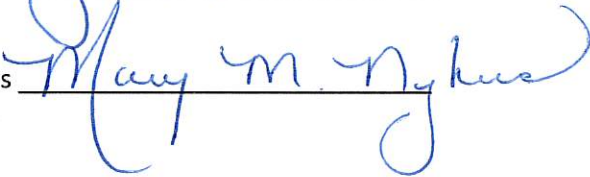
The Plymouth Community *(organization name)* agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Pumpkin Palooza *(event name)* by reason of 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

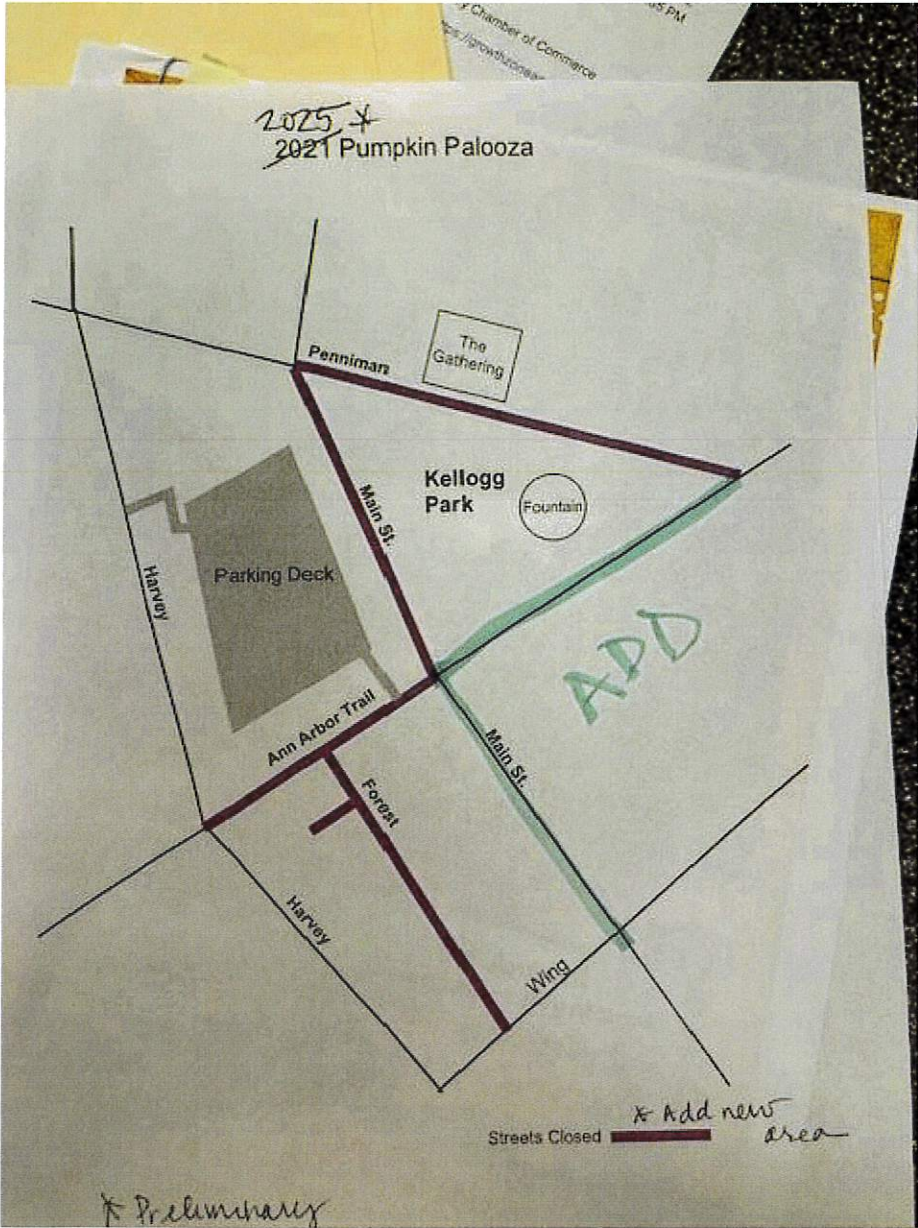


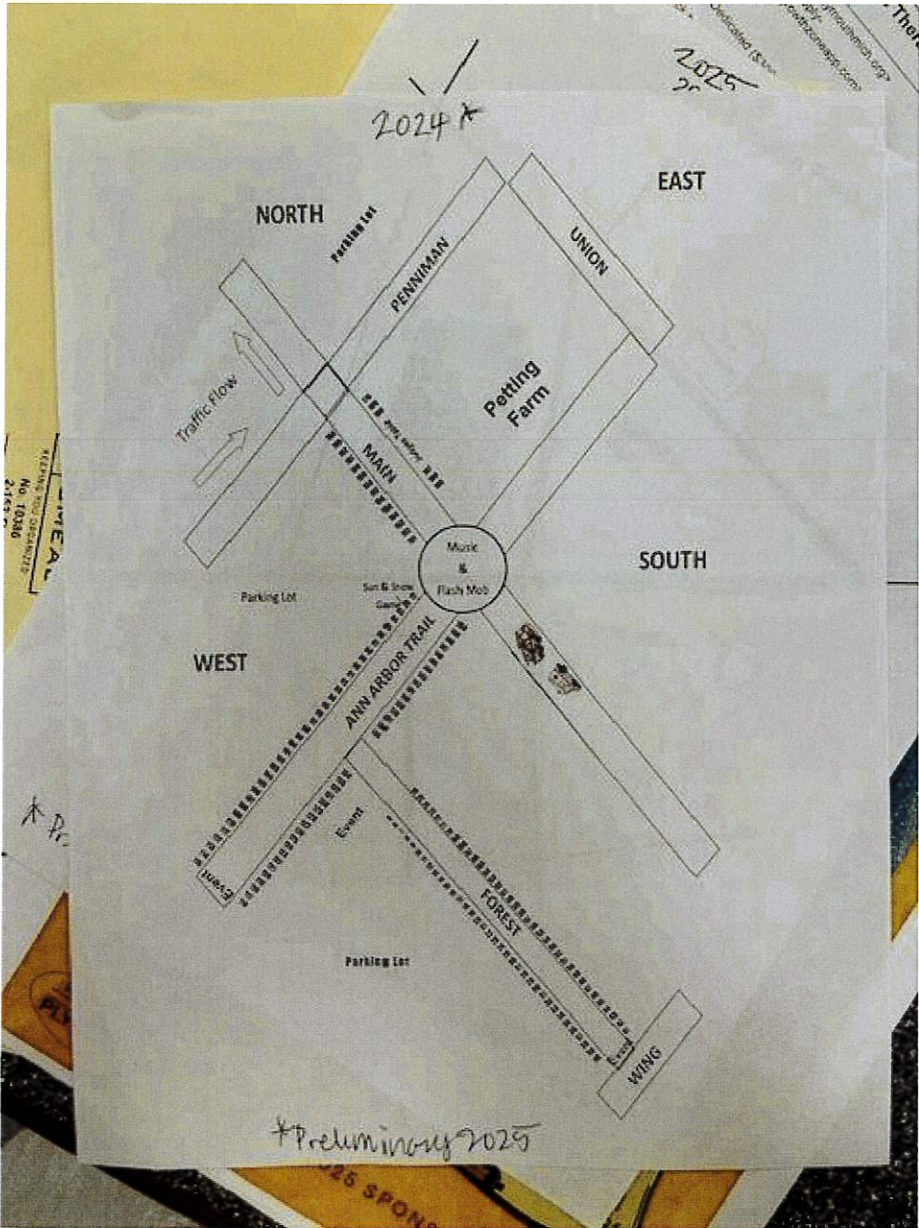
Date 7/22/25

Witness



Date 7/22/25





**Event Name / Location / Date:**

pumpkin Palooza 2025  
Sunday, Oct 14, Wellogg Park

<b>MUNICIPAL SERVICES:</b>	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	Initial <i>CP</i>
1 SUP & 2 FTE APPROX 8HR / EA			
PORT-A-TOILETS \$600			
\$250 Bathroom Cleaning Fee Per Day of Event <input checked="" type="radio"/> YES <input type="radio"/> NO			
Labor Costs: \$1700	Equipment Costs: 400	Materials Cost: <i>✓</i>	
<b>POLICE:</b>	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	Initial <i>guc</i>
<del>2</del> <del>OFFICERS</del> 2-OFFICERS @ 3 HRS EACH			
Labor Costs: 8456-			
<b>FIRE:</b>	<input type="radio"/> Approved	<input type="radio"/> Denied	Initial
Labor Costs:			
<b>HVA:</b>	<input type="radio"/> Approved	<input type="radio"/> Denied	Initial
Labor Costs:			
<b>DDA:</b>	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	Initial <i>SRP</i>
Equipment Costs: <i>0</i>	Materials Costs:		
<b>RISK MANAGEMENT:</b>	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	Initial <i>UB</i>
Class I – Low Hazard			Insurance Rec. #774.
Class II – Moderate Hazard			
<input checked="" type="radio"/> Class III – High Hazard			
Class IV – Severe Hazard			

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

APPROVED \_\_\_\_\_ NOT APPROVED \_\_\_\_\_ DATE \_\_\_\_\_



## Administrative Recommendation

---

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

[www.plymouthmi.gov](http://www.plymouthmi.gov)  
Phone 734-453-1234  
Fax 734-455-1892

To: Mayor & City Commission & City Clerk  
From: Paul J. Sincock, City Manager  
CC: *S:\Manager\Sincock Files\Memorandum - Electric Vehicle Charging Station Ordinance - Second - Final Reading - 08-04-25.docx*  
Date: July 30, 2025  
RE: Electric Vehicle Parking Ordinance – Final Reading

---

### Background

We are seeing increased use of the electric vehicle charging stations at the Saxton's Lot, and the future completion of the new units at the Plymouth Cultural Center. We are now showing 6.83 uses per day at the Saxton's lot, there is still a lot of room to add additional uses in those four spaces, and we want to ensure those spaces are available for vehicles that are using the charging devices. Due to the expansion of this technology, it is necessary to adopt a specific parking Ordinance for these spaces.

The Police Chief has been reviewing Ordinances from other communities and has recommended adding Sections 70-98 & 70-99 to our Code of Ordinances. We have attached a memorandum from Chief Cox which further outlines this subject matter.

The City Commission adopted these two new sections of the Code of Ordinances at the last regular meeting. Tonight, there will be the second and final reading of the proposed Ordinance additions.

### Recommendation

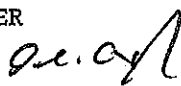
The City Administration recommends that the City Commission adopt at the second and final reading the addition of Sections 70-98 and 70-99 to the City Code of Ordinances. We will soon have additional electric vehicle charging stations available to the public. As such, we need to adopt an Ordinance which regulates the use of these special parking spaces to make sure that we have charging units available to customers.

Should you have any questions in advance of the meeting, please feel free to contact either Al Cox or myself.

---

## PLYMOUTH POLICE DEPARTMENT MEMORANDUM

---

**TO:** PAUL SINCOCK, CITY MANAGER  
**FROM:** A.L. COX, CHIEF OF POLICE   
**SUBJECT:** PROPOSED ELECTRIC VEHICLE PARKING ORDINANCE  
**DATE:** 7/17/2025

---

### **Background**

With the advent of electric vehicles and their increased presence on our streets and parking lots, there is a need for charging stations located across the city on both private and public parking areas. Like handicap parking spaces, charging station spaces are a small number of the overall available spaces on any lot. This, therefore, requires strict rules to regulate what type of vehicle may park in a charging station space and for how long on a public parking area. In order to more easily enforce these rules, they should be codified within a City Ordinance.

Several such ordinances from area municipalities were reviewed. At the completion of our review, the attached proposed ordinance (70-98 & 70-99) language was decided upon for submission to the City Commission for approval.

### **Recommendation**

Currently, there are two public parking areas within the city that contain charging station spaces. As annual maintenance projects on other City areas occur in the future, the installation of additional electric charging stations is likely. In order to effectively manage these areas, appropriate rules and regulations must be in place. For this reason, I respectfully request that the City Commission review and adopt the attached ordinance as Article IV, Division 1 of Chapter 70 of the City of Plymouth Code of Ordinances.

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

## **Electric Vehicle Parking Ordinance**

### **Sec. 70-98. - Electric vehicle charging.**

It shall be unlawful for any person to park or stand a non-electric vehicle in any municipal parking space that has been designated as a public electric vehicle charging station. Further, it shall be unlawful for any person to park or stand an electric vehicle in a municipal parking space that has been designated as a public electric vehicle charging station when not electrically charging or parked beyond the time limits designated on the regulatory signs posted. For purposes of this section, "charging" means an electric vehicle is parked at a public electric vehicle charging station and is connected to the charging station equipment.

### **Sec. 70-99. - Penalties for violation.**

A vehicle parked in violation of the provisions specified in section 70-98 shall be a municipal civil infraction and subject to a fine of not less than \$35.00. In addition, any motor vehicle parked in violation of this section may be removed by the city and impounded. Any vehicle so impounded by the city shall not be released to the owner until all storage and towing charges shall have been paid by the owner.

## R E S O L U T I O N

The following Resolution was offered by \_\_\_\_\_ and seconded by  
\_\_\_\_\_

WHEREAS The City of Plymouth has a Code of Ordinances in order to help to  
Protect Public Health, Safety, and welfare, and

WHEREAS There is a need to regulate Electric Vehicle Charging Station parking  
Spaces, in order to ensure that charging stations are available to those  
Who need that service.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby adopt, at  
the Second and Final Reading the following to the City of Plymouth Code of  
Ordinances:

ADD Section 70-98 – Electric Vehicle Charging

ADD Section 70-99 – Penalties for Violation

BE IT FURTHER RESOLVED THAT the City Clerk shall include the complete language  
sections for the proposed additions to the City Code of Ordinances with the official  
meeting minutes of this meeting.



## Administrative Recommendation

---

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

[www.plymouthmi.gov](http://www.plymouthmi.gov)  
Phone 734-453-1234  
Fax 734-455-1892

To: Mayor & City Commission & City Clerk  
From: Paul J. Sincock, City Manager  
CC: *S:\Manager\Sincock Files\Memorandum - Salem landfill Letter of Intent - 08-04-25.docx*  
Date: July 31, 2025  
RE: Salem Landfill Letter of Intent (LOI) Non-Binding

---

### Background

The City Commission is aware that we have been working on the development of a Letter of Intent (LOI) for the potential sale of the City's old Salem Township Landfill. This site is located in Salem Township at Five Mile Road and Chubb Road. The site is 42 acres, and we believe that it operated from 1955 to 1971. We believe that there is waste in the site from the City of Plymouth, Salem Township, Redford Township, City of Livonia and the City of Detroit, and potentially others. Obviously, the former use as a landfill greatly affects the potential property value. Also, there are a number of restrictions on the property due to its former use, which again affects the property value.

Over the years, we have had a number of potential developers come to us, but we have never been able to get to this point. This past June we contracted for an appraisal of the property. We have attached the pertinent pages from the appraisal company's written document. This is a non-binding LOI, but it does give the potential buyer the opportunity to complete a due diligence phase. The LOI has been reviewed by our legal teams.

In late 2024, the City was approached by a developer who was interested in exploring using the landfill as a mulch production and storage facility. This developer has gotten farther into the process than any previous potential developer. We have attached a memorandum from John Buzuvis which further outlines this matter.

## **Recommendation**

The City Administration recommends that the City Commission authorize the Mayor to sign the attached Letter of Intent with RSB Holdings LLC. We have attached a proposed Resolution for the City Commission to consider.

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



# Administrative Recommendation

---

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

www.plymouthmi.gov  
Phone 734-4531234  
Fax 734-455-892

To: Paul Sincock, City Manager

From: John Buzuvis, Economic Development Director 

CC: S:\City\Salem Landfill Sale 2024\City Commission Information

Date: July 29, 2025

RE: Salem Landfill Letter of Intent (LOI) to Sell- Nonbinding

---

## Background

As you are aware the administration has been in discussions with a potential purchaser of the long-closed former City of Plymouth municipal trash dump located at 7511 Chubb Road (5 Mile and Chubb Roads in Salem Twp.) a location map is enclosed for your reference. The 42-acre property is commonly referred to as "the Salem Landfill" and operated from 1955 to 1971. The landfill was constructed on a former abandoned sand and gravel pit and accepted, during its years of operation, municipal waste from Salem Township, Redford Township, the City of Plymouth, the City of Detroit, and the City of Livonia. Prior to closing, the dump was covered with a two-foot clay cap. An additional clay cap was installed in the mid-1990s via a Michigan Department of Natural Resources (DNR) grant.

Based on the records available, it does not appear that the city has ever officially marketed the property for sale. As you may assume, due to the former use, future use/re-use of the property is limited; however, some viable options do exist. Over the course of the past decade, the administration has been contacted a couple times by potential purchasers. In 2020 significant discussion was had with a potential purchaser to use the property for the storage/parking of heavy equipment and/or trucks. Due to the pandemic and the changing market those discussions ended. Shortly after these conversations ceased the administration met with representatives from DTE to discuss the potential use of the property as a solar farm. While potentially a viable use for the site, DTE informed the administration that the property is located in an area that does not have as high of demand for electricity and the additional infrastructure to connect the solar farm to the grid would be cost prohibitive.

In late 2024 the administration was contacted by a party interested in exploring purchasing the landfill to use a mulch production and storage facility. The potential buyer, RSB Holdings, LLC, (RSB) and the administration have discussed the potential purchase/sale of the property and met with representatives from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) on the viability of the potential use. EGLE's initial feedback was positive and while more work and discussion are needed, the initial indication was that the potential use may be viable at this site and there is precedent for similar operations on former landfills.

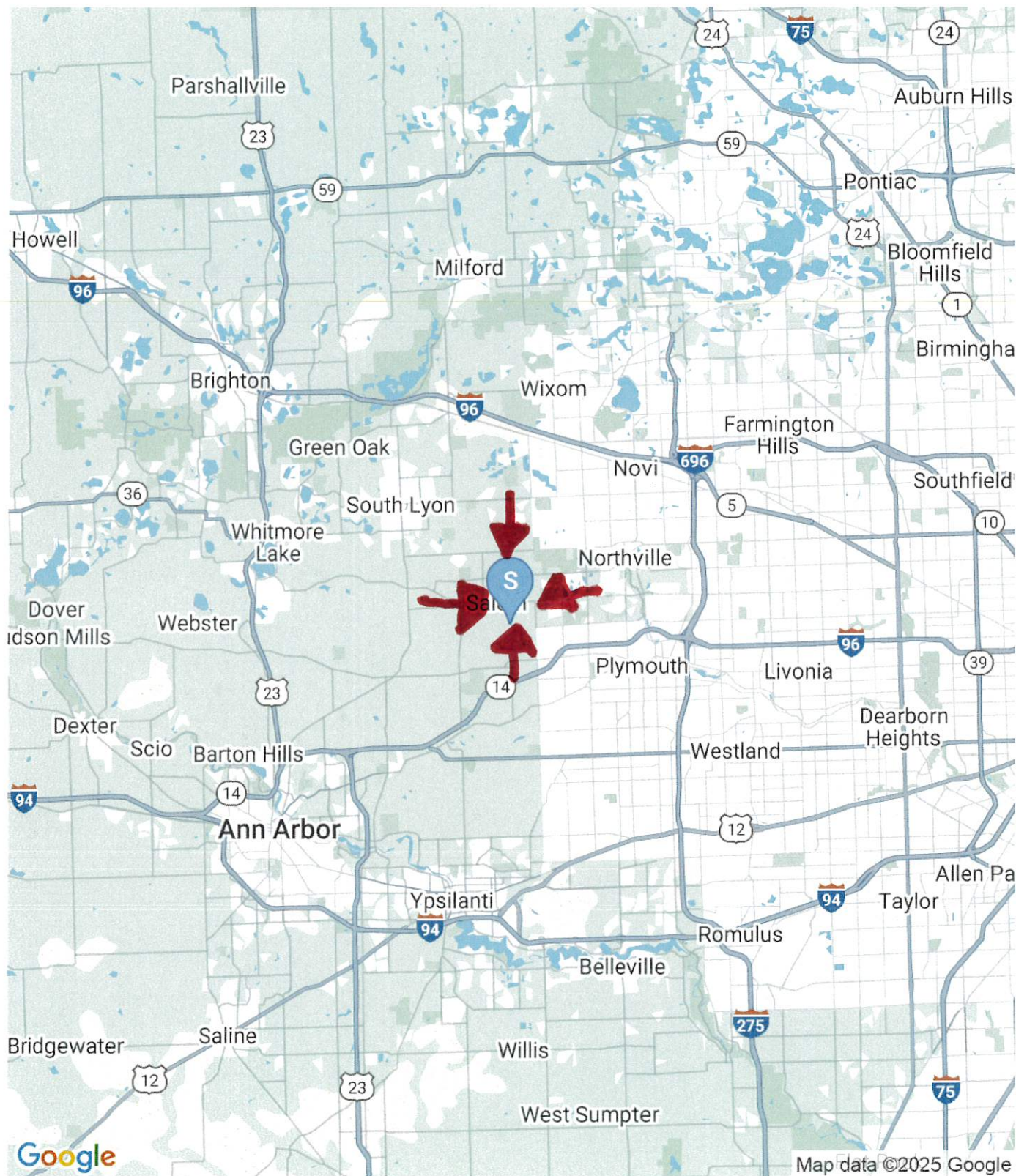
An appraisal of the property was completed in June 2025 and the property appraised for \$42,000 (pertinent pages from appraisal enclosed). The administration has worked closely with our Brownfield Attorney on the potential future use as well as the review/approval of the enclosed Letter of Intent (LOI).

While the enclosed LOI is non-binding and non-exclusive, it does formalize each party's agreement to move through the process leading to a potential formal Purchase Agreement (PA) and/or sale of the property. A purchase agreement for this property would be considerably detailed and outline specific future uses and restricted future uses based on environmental studies and approvals and requirements from EGLE. Assuming the LOI is approved by the City Commission, the administration expects RSB to begin the formal due diligence process to include environmental reviews, continued work with EGLE, and other necessary background study. The LOI indicates a purchase price of \$42,000, and a 180-day period for due diligence and/or entering into a binding sales agreement. This property is unique in character, location, and former use. Additionally, future uses for the property are limited due to the former use as a dump making the value of the property dependent on the review/approval by EGLE. It is safe to say that the use of the property for anything other than storage of equipment and/or certain specific outdoor manufacturing is not realistic at this time.

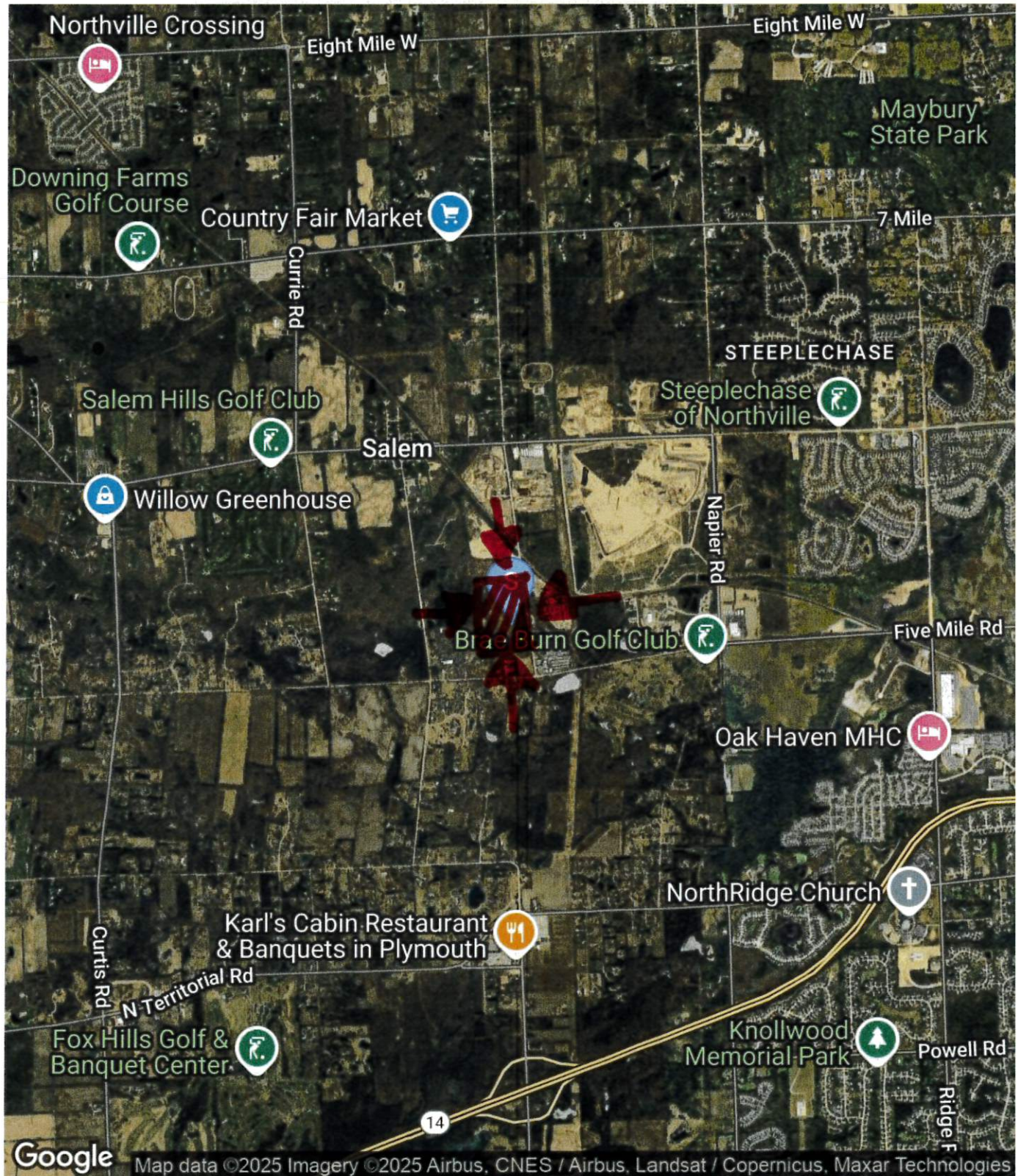
### **Recommendation**

The administration recommends that the City Commission review and approve the enclosed Letter of Intent with RSB Holdings, LLC. The administration further recommends that the City Commission authorize the mayor to execute the Letter of Intent on behalf of the city.

## SALEM LANDFILL LOCATION



## SALEM LANDFILL LOCATION



## SALEM LANDFILL LOCATION



**Valuation & Advisory Services**



## **SALEM LAND PARCEL**

7511 Chubb Road  
Salem, Michigan 48168

### **APPRAISAL REPORT**

Date of Report: June 9, 2025  
Colliers File Number: DTW250391  
Client File Number:

*Prepared for*  
John Buzvis  
Economic Development Director  
City of Plymouth, Michigan  
201 South Main Street

Plymouth, MI 48170

© 2025 Colliers International Valuation & Advisory Services, LLC

Accelerating success.

# Letter of Transmittal



June 9, 2025

John Buzuvis  
Economic Development Director  
**City of Plymouth, Michigan**  
201 South Main Street  
Plymouth, MI 48170

**RE: Salem Land Parcel**  
7511 Chubb Road  
Salem, Michigan 48168

Colliers File #: DTW250391

Mr. Buzuvis:

Pursuant with our engagement, the above captioned property was appraised utilizing best practice appraisal principles for this property type. This appraisal report satisfies the scope of work and requirements agreed upon by City of Plymouth, Michigan and Colliers International Valuation & Advisory Services.

The date of this report is June 9, 2025. At the request of the client, this appraisal is presented in an Appraisal Report format as defined by USPAP Standards Rule 2-2(a). Our appraisal format provides a detailed description of the appraisal process, subject and market data and valuation analyses.

The purpose of this appraisal is to develop an opinion of the As-Is Market Value of the subject property's fee simple interest. The following table conveys the final opinion of market value of the subject property that is developed within this appraisal report:

Value Type	Interest Appraised	Date of Value	Value
As-Is Market Value	Fee Simple	June 5, 2025	\$42,000

The subject is a 42.00-acre site at 7511 Chubb Road in Salem, Michigan.

The analyses, opinions and conclusions communicated within this appraisal report were developed based upon the requirements and guidelines of the current Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter. USPAP defines an Extraordinary Assumption as, "an assignment specific-assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions". USPAP defines a Hypothetical Condition as, "that which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis".

The Extraordinary Assumptions and/or Hypothetical Conditions that were made during the appraisal process to arrive at our opinion of value are fully discussed below. We advise the client to consider these issues carefully given the intended use of this appraisal, as their use might have affected the assignment results.

## Extraordinary Assumptions

- The subject is a former landfill that has been capped with clay. We did not conduct any soil or underground water testing. Identifying site and soil contaminants or environmental issues is beyond the scope of this appraisal and the appraiser qualifications. However, it is an assumption of this report that the site and property are free of additional environmentally hazardous materials or substances. No responsibility is assumed by the appraiser for contamination issues and no warranties are implied by this opinion of value. No consideration of existing or proposed regulations by the Environmental Protection Agency, nor any other government agency, has been made by the appraiser. No statement of the subject property's compliance or non-compliance with governmental regulations has been made or implied by the appraiser. The client is advised to obtain the services of a qualified environmental services contractor.

## Hypothetical Conditions

This Appraisal Report is not contingent on any hypothetical conditions.

## Reliance Language

The Appraisal is for the sole use of the Client; however, Client may provide only complete, final copies of the Appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with loan underwriting or securitization efforts. Colliers International Valuation & Advisory Services is not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow the Appraisal prepared by Colliers International Valuation & Advisory Services or portions of such Appraisal, to become part of or be referenced in any public offering, the granting of such consent will be at our sole and absolute discretion and, if given, will be on condition that Colliers International Valuation & Advisory Services will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to Colliers International Valuation & Advisory Services, by a party satisfactory to Colliers International Valuation & Advisory Services. Colliers International Valuation & Advisory Services does consent to your submission of the reports to rating agencies, loan participants or your auditors in its entirety (but not component parts) without the need to provide Colliers International Valuation & Advisory Services with an Indemnification Agreement and/or Non-Reliance letter.

Colliers International Valuation & Advisory Services hereby expressly grants to Client the right to copy the Appraisal and distribute it to other parties in the transaction for which the Appraisal has been prepared, including employees of Client, other lenders in the transaction, and the borrower, if any.

Our opinion of value reflects current conditions and the likely actions of market participants as of the date of value. It is based on the available information gathered and provided to us, as presented in this report, and does not predict future performance. Changing market or property conditions can and likely will have an effect on the subject's value.

## Letter of Transmittal

The signatures below indicate our assurance to the client that the development process and extent of analysis for this assignment adhere to the scope requirements and intended use of the appraisal. If you have any specific questions or concerns regarding the attached appraisal report, or if Colliers International Valuation & Advisory Services can be of additional assistance, please contact the individuals listed below.

Sincerely,

### Colliers Valuation & Advisory Services



David Abraham, MAI, SRA  
Managing Director | VAS  
Certified General Real Estate Appraiser  
State of Michigan License #1205000512  
+1 734 674 9505  
david.abraham@colliers.com

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# Executive Summary

## Executive Summary

### General Information

Property Name	Salem Land Parcel
Property Type	Land - Agricultural Land
Address	7511 Chubb Road
Township	Salem
State	Michigan
Zip Code	48168
County	Washtenaw
Core Based Statistical Area (CBSA)	Ann Arbor, MI
Market	Detroit
Submarket	Washtenaw East of 23
Latitude	42.393941
Longitude	-83.569331
Number Of Parcels	1
Assessor Parcel	A -01-14-400-013
Total State Equalized Value	\$0
Census Tract Number	4640.00

### Site Information

Land Area	Acres	Square Feet
Usable	42.00	1,829,520
Unusable	0.00	0
Excess	0.00	0
Surplus	0.00	0
Total	42.00	1,829,520
Topography	Level at street grade	
Shape	Rectangular	
Access	Average	
Exposure	Average	
Current Zoning	Recreation-Conservation District (R-C)	
Flood Zone	Zone X (Unshaded)	
Seismic Zone	Low Risk	

### Valuation Summary

Valuation Indices	As-Is Market Value
Interest Appraised	Fee Simple
Date of Value	June 5, 2025

### Final Value Conclusion

Final Value	\$42,000
Value/Acre	\$1,000

### Land Valuation

Land Value	\$42,000
Value/Acre	\$1,000

# Identification of Appraisal Assignment

## Property Identification

The subject a 42.00-acre site at 7511 Chubb Road in Salem, Washtenaw County, Michigan. The assessor's parcel number is: A -01-14-400-013.

The legal description of the subject property is as follows:

### Parcel A -01-14-400-013:

\*OLD SID - A 01-014-043-00 SM 14-26 COM AT SE COR OF SEC, TH NORTH 5 DEG 32'30" W 498.14 FT IN E LINE OF SEC FOR PL OF BEG, TH W 1055.87 FT, TH N 5DEG 55'20" W 1720.09 FT, TH N 89 DEG 50'45" E 1067.09 FT, TH S 5 DEG 32'30" E 1721.83 FT IN E LINE OF SEC TO PL OF BEG, BEING PART OF SE 1/4 SEC 14 T1S- R7E 41.73 AC.

## Client Identification

The client of this specific assignment is City of Plymouth, Michigan.

## Purpose

The purpose of this appraisal is to develop an opinion of the As-Is Market Value of the subject property's fee simple interest.

## Intended Use

The intended use of this appraisal is only for use in Internal Decision Making: Market value to assist in setting a sale price for the property. The report is not intended for any other use.

## Intended Users

City of Plymouth, Michigan is the only intended user of this report. Use of this report by third parties and other unintended users is not permitted. This report must be used in its entirety. Reliance on any portion of the report independent of others, may lead the reader to erroneous conclusions regarding the property values. Unless approval is provided by the authors no portion of the report stands alone.

## Assignment Dates

Date of Report	June 9, 2025
Date of Inspection	June 5, 2025
Valuation Date - As-Is	June 5, 2025

## Personal Intangible Property

No personal property or intangible items are included in this valuation.

## Property and Sales History

### Current Owner

The subject title is currently recorded in the name of City of Plymouth, as recorded in the Washtenaw County Deed Records.

### Three-Year Sales History

Research of the applicable public records, private data services and an interview of the current owner and/or broker revealed that the subject property has not transferred during the past three years of the effective date of value stated in this report.

## Subject Sale Status

The subject property is for sale with an asking price of \$60,000. As of the effective date, the owner received an offer to purchase the subject for \$40,000. The As-Is Market Value is bracketed by the offer and the initial listing price.

# Identification of Appraisal Assignment

## Definitions

This section summarizes the definitions of value, property rights appraised, and value scenarios that are applicable for this appraisal assignment. All other applicable definitions for this assignment are located in the Valuation Glossary section of the Addenda.

## Definitions of Value

Given the scope and intended use of this assignment, the following definition of value is applicable:

### Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>1</sup>

## Property Rights Appraised

The property rights appraised constitute the fee simple interest.

### Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.<sup>2</sup>

## Value Scenarios

### As-Is Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.<sup>3</sup>

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<sup>1</sup> Interagency Appraisal and Evaluation Guidelines, December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472

<sup>2</sup> The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

<sup>3</sup> The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

## Introduction

The appraisal development and reporting processes requires gathering and analyzing information about those assignment elements necessary to properly identify the appraisal problem to be solved. The scope of work decision must include the research and analyses that are necessary to develop credible assignment results given the intended use of the appraisal. Sufficient information includes disclosure of research and analyses performed and might also include disclosure of research and analyses not performed. The scope of work for this appraisal assignment is outlined below:

- The appraisers analyzed the regional and local area economic profiles including employment, population, household income, and real estate trends. The local area was further studied to assess the general quality and condition, and emerging development trends for the real estate market. The immediate market area was inspected and examined to consider external influences on the subject.
- The appraisers confirmed and analyzed legal and physical features of the subject property including sizes of the site, flood plain data, seismic zone, zoning, easements and encumbrances, access and exposure of the site.
- The appraisers completed a land market analysis that included market and sub-market overviews. The Detroit market and Washtenaw East of 23 sub-market overviews analyzed supply/demand conditions using vacancy, absorption, supply change and rent change statistics. Conclusions were drawn regarding the subject property's competitive position given its physical and locational characteristics, the prevailing economic conditions and external influences.
- The appraisers conducted Highest and Best Use analysis and conclusions were drawn for the highest and best use of the subject property As-Vacant. The analysis considered legal, locational, physical and financial feasibility characteristics of the subject site.
- The appraisers confirmed and analyzed financial features of the subject property including potential entitlement issues, and tax and assessment records. This information as well as trends established by confirmed market indicators was used to forecast performance of the subject property.
- Selection of the valuation methods was based on the identifications required in USPAP relating to the intended use, intended users, definition and date of value, relevant property characteristics and assignment conditions. This appraisal developed the Sales Comparison Approach to value, which was adjusted and reconciled as appropriate. The appraisal develops an opinion of the As-Is Market Value of the subject property's fee simple interest.
- Reporting of this appraisal is in an Appraisal Report format as required in USPAP Standard 2. The appraiser's analysis and conclusions are fully described within this document.
- We understand the Competency Rule of USPAP and the authors of this report meet the standards.
- Bryce Birchmeier (Michigan Limited Real Estate Appraiser No. 1201078252) provided significant real property appraisal assistance to the appraisers signing the certification. Assistance included gathering, analyzing and reporting regional, local area, zoning, and tax information, confirming some of the comparable data, and assisting with portions of the valuation analysis.

# Scope of Work

## Sources of Information

The following sources were contacted to obtain relevant information:

Sources of Information	
Item	Source
Tax Information	Salem Township Tax Records
Zoning Information	Salem Township Zoning Code
Site Size Information	Salem Township Property Records
Building Size Information	Salem Township Property Records
New Construction	Township of Salem / Washtenaw County
Flood Map	InterFlood
Demographics	Pitney Bowes/Gadberry Group - GroundView®
Comparable Information	See Comparable Datasheets for details
Legal Description	Salem Township Property Records
Other Property Data	Salem Township Property Records

## Subject Property Inspection

Subject Property Inspection			
Appraiser	Inspected	Extent	Date of Inspection
David Abraham, MAI, SRA	Yes	Site Only	June 5, 2025
Bryce Birchmeier	No	-	-

## Introduction

The Ann Arbor, MI, Metropolitan Statistical Area (MSA) comprises Washtenaw County in southeastern Michigan. According to the 2020 census, the population was 372,258. Washtenaw County is bordered by the counties of Livingston and Oakland to the north, Wayne to the east, Monroe and Lenawee to the south, and Jackson to the west. The two largest cities are Ypsilanti and Ann Arbor, the county seat. Highways serving the area include U.S. Route 12, and State Route 52. Air transportation is provided by Ann Arbor Municipal Airport, a general aviation airport in Pittsfield Township, owned and operated by the city of Ann Arbor. The most common industries in the area are education, healthcare/social assistance, and manufacturing. Education is the largest economic sector in the county's economy, influenced by the University of Michigan and Eastern Michigan University.



## Demographic Analysis

The following is a demographic study of the region sourced by *Esri ArcGIS®*, an on-line resource center that provides information used to analyze and compare the past, present, and future trends of geographical areas. Demographic changes are often highly correlated to changes in the underlying economic climate. Periods of economic uncertainty necessarily make demographic projections somewhat less reliable than projections in more stable periods. These projections are used as a starting point, but we also consider current and localized market knowledge in interpreting them within this analysis. Please note that our demographics provider sets forth income projections in constant dollars which, by definition, reflect projections after adjustment for inflation. We are aware of other prominent demographic data providers that project income in current dollars, which do not account for inflation. A simple comparison of projections for a similar market area made under the constant and current dollar methodologies can and likely will produce data points that vary, in some cases, widely. Further, all forecasts, regardless of demographer methodology(ies), are subjective in the sense that the reliability of the forecast is subject to modeling and definitional assumptions and procedures.

## Population

According to *Esri ArcGIS®*, a Geographic Information System (GIS) Company, the Ann Arbor metropolitan area had a 2024 population of 369,917 and experienced an annual growth rate decrease of 0.2%, which was lower than the Michigan annual growth rate decrease of 0.01%. The metropolitan area accounted for 3.7% of the total Michigan population (10,070,141). Within the metropolitan area the population density was 524.0 people per square mile compared to the lower Michigan population density of 177.9 people per square mile and the lower United States population density of 95.8 people per square mile.

POPULATION			
YEAR	US	MI	CBSA
2020 Population	331,839,624	10,075,228	372,470
2024 Population	338,440,954	10,070,141	369,917
2029 Population	344,873,411	10,025,714	368,386
2020-2024 CAGR	0.5%	(0.01%)	(0.2%)
2024-2029 CAGR	0.4%	(0.09%)	(0.08%)

Source: *Esri ArcGIS®*

POPULATION DENSITY			
YEAR	US	MI	CBSA
2024 Per Square Mile	95.8	177.9	524.0
2029 Per Square Mile	97.6	177.1	521.8

Source: *Esri ArcGIS®*

## Education

The Ann Arbor, MI MSA includes numerous public and private institutions of higher education. The University of Michigan is a public research university in Ann Arbor. It is considered among the leading research universities in the United States with annual research expenses of over \$17 billion in 2021 and an enrollment of approximately 48,000 students. Its primary campus is in Ann Arbor. It has two additional campuses in the cities of Dearborn and Flint. Other notable public universities include Michigan State University (MSU), a public research university in East Lansing. It is one of the country's first institutions of higher education to teach scientific agriculture. MSU has an enrollment of over 51,000 students and an endowment of \$4.4 billion as of 2023.

## Household Trends

The 2024 Households number of households in the metropolitan area was 150,370. The number of households in the metropolitan area is projected to grow by 0.4% annually, increasing the number of households to 153,203 by 2029 Households. The 2024 average household size for the metropolitan area was 2.32, which was 8.30% smaller than the United States average household size of 2.53 for 2024. The average household size in the metropolitan area is anticipated to decrease by 0.43% annually, reducing the average household size to 2.27 by 2029.

NUMBER OF HOUSEHOLDS			
YEAR	US	MI	CBSA
2024 Households	130,716,571	4,095,143	150,370
2029 Households	134,930,577	4,151,689	153,203
2024-2029 CAGR	0.6%	0.3%	0.4%

Source: Esri ArcGIS®

AVERAGE HOUSEHOLD SIZE			
YEAR	US	MI	CBSA
2024	2.53	2.41	2.32
2029	2.50	2.36	2.27
2024-2029 CAGR	(0.24%)	(0.42%)	(0.43%)

Source: Esri ArcGIS®

The Ann Arbor metropolitan area had 37.79% renter occupied units, compared to the lower 27.25% in Michigan and the lower 35.64% in the United States.

HOUSING UNITS			
	US	MI	CBSA
Owner Occupied	64.36%	72.75%	62.21%
Renter Occupied	35.64%	27.25%	37.79%

Source: Esri ArcGIS®

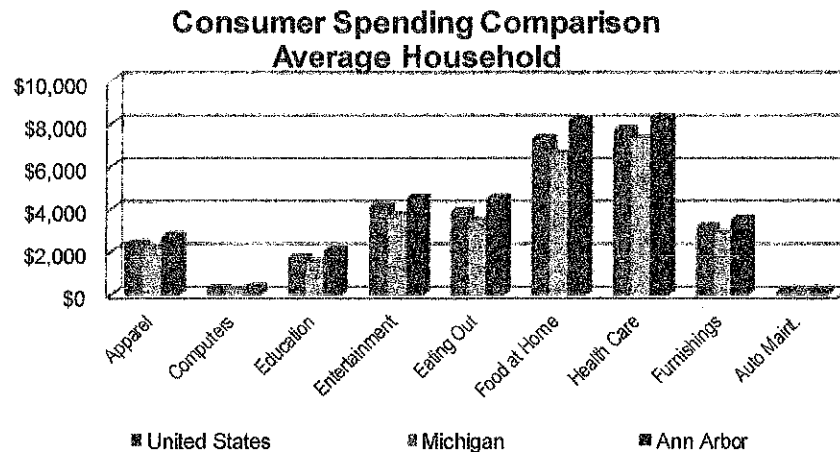
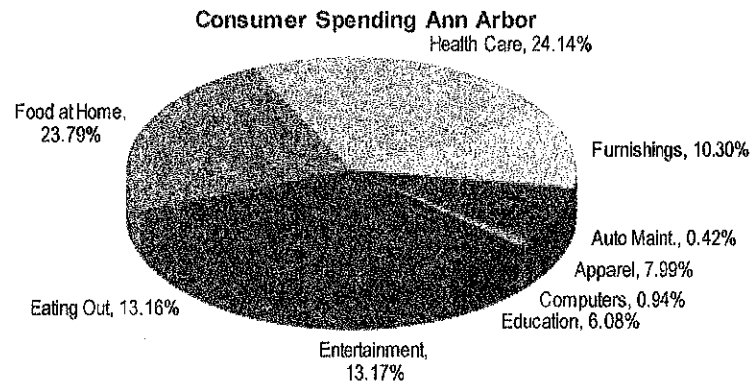
The 2024 median household income for the metropolitan area was \$86,255, which was 9.09% higher than the United States median household income of \$79,068. The median household income for the metropolitan area is projected to grow by 3.55% annually, increasing the median household income to \$102,671 by 2029.

## Regional Analysis

As is often the case when the median household income levels are higher than the national average, the cost of living index is also higher. According to the American Chamber of Commerce Researchers Association (ACCRA) Cost of Living Index, the Ann Arbor, MI MSA's cost of living is 103.4 compared to the national average score of 100. The ACCRA Cost of Living Index compares groceries, housing, utilities, transportation, health care and miscellaneous goods and services for over 300 urban areas.

MEDIAN HOUSEHOLD INCOME			
YEAR	US	MI	CBSA
2024	\$79,068	\$71,476	\$86,255
2029	\$91,442	\$82,229	\$102,671
2024-2029 CAGR	2.95%	2.84%	3.55%

Source: Esri ArcGIS®

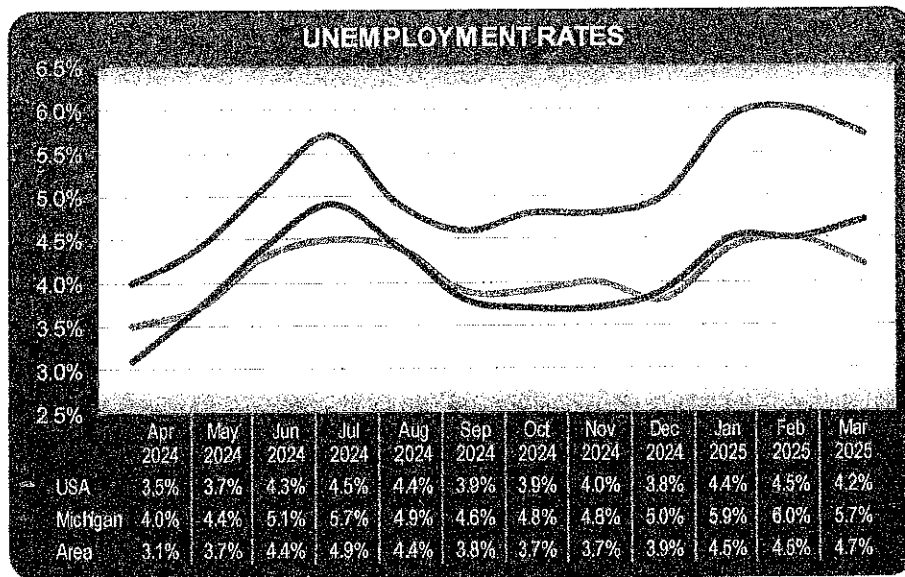


## Employment

Total employment has increased annually over the past decade in the state of Michigan by 0.7% and increased annually by 1.1% in the area. From 2023 to 2024 unemployment increased in Michigan by 0.8% and increased by 0.6% in the area. In the state of Michigan unemployment has decreased over the previous month by 0.3% and increased by 0.2% in the area.

EMPLOYMENT & UNEMPLOYMENT STATISTICS 2015 - 2024							
TOTAL EMPLOYMENT					UNEMPLOYMENT RATE		
Michigan		Ann Arbor, MI Metropolitan Statistical Area			United States*	Michigan	Ann Arbor, MI Metropolitan Statistical Area
Year	Total	% Δ Yr Ago	Total	% Δ Yr Ago			
2015	4,517,872	2.1%	182,342	2.1%	5.3%	5.4%	3.7%
2016	4,628,148	2.4%	189,037	3.7%	4.9%	5.0%	3.6%
2017	4,684,777	1.2%	191,244	1.2%	4.4%	4.6%	3.4%
2018	4,735,249	1.1%	194,348	1.6%	3.9%	4.2%	3.0%
2019	4,771,493	0.8%	197,346	1.5%	3.7%	4.1%	2.8%
2020	4,375,760	(8.3%)	184,802	(6.4%)	8.1%	10.0%	6.6%
2021	4,492,824	2.7%	184,306	(0.3%)	5.3%	5.7%	4.1%
2022	4,652,961	3.6%	192,424	4.4%	3.6%	4.2%	3.4%
2023	4,802,002	3.2%	198,657	3.2%	3.6%	3.9%	3.2%
2024	4,823,716	0.5%	200,958	1.2%	4.0%	4.7%	3.8%
CAGR	0.7%	-	1.1%	-	-	-	-

Source: U.S. Bureau of Labor Statistics \*Unadjusted Non-Seasonal Rate



The preceding chart depicts unemployment trends in the region, Michigan, and the U.S. Overall levels of unemployment in the region experienced a minor increase throughout the past three months. By the end of March 2025, unemployment in the region was 1.0% lower than Michigan's and 0.5% higher than the national average.

TOP EMPLOYERS		
EMPLOYER NAME	EMPLOYEES	INDUSTRY
University of Michigan and Health System	35,948	Healthcare/Social Assistance
Trinity Health Michigan	9,213	Healthcare/Social Assistance
U.S. Government	3,717	Public Administration
Ann Arbor Public School District	2,704	Education
Washtenaw County	1,341	Public Administration
State of Michigan	1,300	Public Administration
Eastern Michigan University	1,292	Education
Domino's Pizza, Inc.	1,200	Accommodation/Food Services
FORVIA North America	975	Manufacturing
Truck Hero, Inc.	768	Manufacturing

Source: <https://content.civicplus.com>

The preceding chart depicts the top employers in Washtenaw County. Principal employers are spread throughout diverse sectors, including healthcare/social assistance and public administration. The University of Michigan and Health System is the largest employer. The healthcare system operates 1,000 licensed beds and provides a broad range of care services. The second largest employer is Trinity Health Michigan, a not-for-profit healthcare system operating 86 hospitals in 21 states, along with several long-term care facilities, senior living communities, and home health and hospice agencies. The third largest employer is the U.S. Government with a workforce of 3,717 employees.

## Airport Statistics

The following chart summarizes the local airport statistics.

DETROIT METROPOLITAN WAYNE COUNTY AIRPORT (DTW)		
YEAR	ENPLANED PASSENGERS	% CHG
2013	15,683,523	-
2014	15,775,941	0.6%
2015	16,255,507	3.0%
2016	16,847,135	3.6%
2017	17,036,092	1.1%
2018	17,436,837	2.4%
2019	18,143,040	4.1%
2020	6,822,324	(62.4%)
2021	11,517,696	68.8%
2022	13,751,197	19.4%
2023	15,378,601	11.8%

Source: U.S. Department of Transportation

## Summary

The Ann Arbor, MI MSA benefits from the presence of prominent institutions of higher education, with significant impact in the regional economy, and considered engines of innovation and competitiveness. The Ann Arbor area has a diverse and well-positioned economic base, as well as an attractive location in proximity to Detroit. These factors should have a positive impact and will benefit the growth in the regional economy for years to come.

## Introduction

In this section of the report, we provide details about the local area and describe the influences that bear on the real estate market as well as the subject property. A map of the local area is presented on the prior page. Below are insights into the local area based on fieldwork, interviews, demographic data and experience working in this market.

## Local Area Profile

The subject property is in Northville, Michigan, within Washtenaw County. According to the 2020 census, the population was 6,119. The city is within Oakland and Wayne counties, approximately 29 miles northwest of Detroit and 21 miles northeast of Ann Arbor. The city has easy access to Interstates 96 and 275 and State Routes 5 and 14. Air transportation is provided by Detroit Metropolitan Wayne County Airport, approximately 24 miles southeast of Northville's central business district.

## Transportation Routes

Major traffic arteries are shown in the chart below:

MAJOR ROADWAYS & THOROUGHFARES			
HIGHWAY	DIRECTION	FUNCTION	DISTANCE FROM SUBJECT
State Route 14	east-west	Local Highway	This is within four miles of the subject property.
State Route 153	east-west	Local Highway	This is within six miles of the subject property.
Interstate 275	north-south	Interstate Highway	This is within nine miles of the subject property.
Interstate 96	east-west	Interstate Highway	This is within 10 miles of the subject property.
SURFACE STREETS	DIRECTION	FUNCTION	DISTANCE FROM SUBJECT
Chubb Road	north-south	Secondary Arterial	The subject property fronts this street.

Public transportation is not available near the subject property.

## Economic Factors

Northville is a suburban community for the Detroit metropolitan area. The economic environment is impacted by the greater economy of the region. The local economy relies on retail services, and small office properties. Retail presence consists of restaurants, convenience/grocery stores, shopping centers, and locally owned businesses.

## Community Services

Community services and facilities are readily available in the surrounding area. These include public services such as fire stations, hospitals, police stations, and schools (all ages).

# Local Area Analysis

## Demographic Profile

Below is a demographic study of the area, sourced by *Esri ArcGIS®*, an on-line resource center that provides information used to analyze and compare the past, present, and future trends of properties and geographical areas. Please note that our demographics provider sets forth income projections in constant dollars which, by definition, reflect projections after adjustment for inflation. We are aware of other prominent demographic data providers that project income in current dollars, which do not account for inflation. A simple comparison of projections for a similar market area made under the constant and current dollar methodologies can and likely will produce data points that vary, in some cases, widely. Further, all forecasts, regardless of demographer methodology(ies), are subjective in the sense that the reliability of the forecast is subject to modeling and definitional assumptions and procedures.

LOCAL AREA DEMOGRAPHICS							
DESCRIPTION	1 MILE	3 MILES	5 MILES	DESCRIPTION	1 MILE	3 MILES	5 MILES
<b>POPULATION</b>				<b>AVERAGE HOUSEHOLD INCOME</b>			
2010 Population	308	13,516	50,611	2024	\$134,184	\$197,606	\$213,213
2020 Population	332	16,049	59,361	2029	\$154,608	\$224,315	\$239,492
2024 Population	320	16,028	59,807	Change 2024-2029	15.22%	13.52%	12.33%
2029 Population	309	15,781	59,268	<b>MEDIAN HOUSEHOLD INCOME</b>			
Change 2010-2020	7.79%	18.74%	17.29%	2024	\$108,093	\$148,878	\$165,593
Change 2020-2024	(3.61%)	(0.13%)	0.75%	2029	\$120,614	\$167,790	\$186,858
Change 2024-2029	(3.44%)	(1.54%)	(0.90%)	Change 2024-2029	11.58%	12.70%	12.84%
<b>NUMBER OF HOUSEHOLDS</b>				<b>PER CAPITA INCOME</b>			
2010 Households	112	4,768	18,104	2024	\$47,547	\$70,068	\$75,735
2020 Households	113	5,573	20,796	2029	\$56,217	\$81,014	\$86,637
2024 Households	113	5,613	21,108	Change 2024-2029	18.23%	15.62%	14.39%
2029 Households	112	5,631	21,308	<b>HOUSEHOLDS BY INCOME (2022)</b>			
Change 2010-2020	0.89%	16.88%	14.87%	Less than \$15,000	2.04%	2.03%	2.36%
Change 2020-2024	0.00%	0.72%	1.50%	\$15,000 - \$24,999	4.08%	4.89%	2.20%
Change 2024-2029	(0.88%)	0.32%	0.95%	\$25,000 - \$34,999	0.00%	2.09%	2.10%
<b>HOUSING UNITS</b>				\$35,000 - \$49,999	11.22%	6.96%	6.58%
Owner Occupied	104	5,221	19,678	\$50,000 - \$74,999	3.06%	8.20%	8.68%
Renter Occupied	9	392	1,430	\$75,000 - \$99,999	22.45%	11.48%	8.91%
<b>HOUSING UNITS BY YEAR BUILT</b>				\$100,000 - \$149,999	25.51%	18.67%	17.74%
Built 2020 or Later	0	71	143	\$150,000 - \$199,999	17.35%	11.55%	13.25%
Built 2010 to 2019	5	771	2,491	\$200,000 or More	15.31%	34.12%	38.19%
Built 2000 to 2009	9	2,113	5,559	<b>HOUSING BY UNITS IN STRUCTURE</b>			
Built 1990 to 1999	8	1,439	4,617	1, Detached	105	3,987	17,430
Built 1980 to 1989	15	298	2,034	1, Attached	0	627	1,788
Built 1970 to 1979	8	279	2,814	2	0	75	227
Built 1960 to 1969	5	101	1,098	3 or 4	3	106	412
Built 1950 to 1959	0	172	1,029	5 to 9	0	55	156
Built 1940 to 1949	3	81	511	10 to 19	0	64	157
Built 1939 or Earlier	54	507	1,592	20 to 49	0	20	89
<b>HOME VALUES</b>				50 or More	0	0	174
Average	\$518,095	\$516,387	\$559,995	Mobile Home	0	897	1,436
Median	\$432,895	\$481,542	\$511,051	Boat, RV, Van, etc.	0	0	20

Source: Esri ArcGIS®

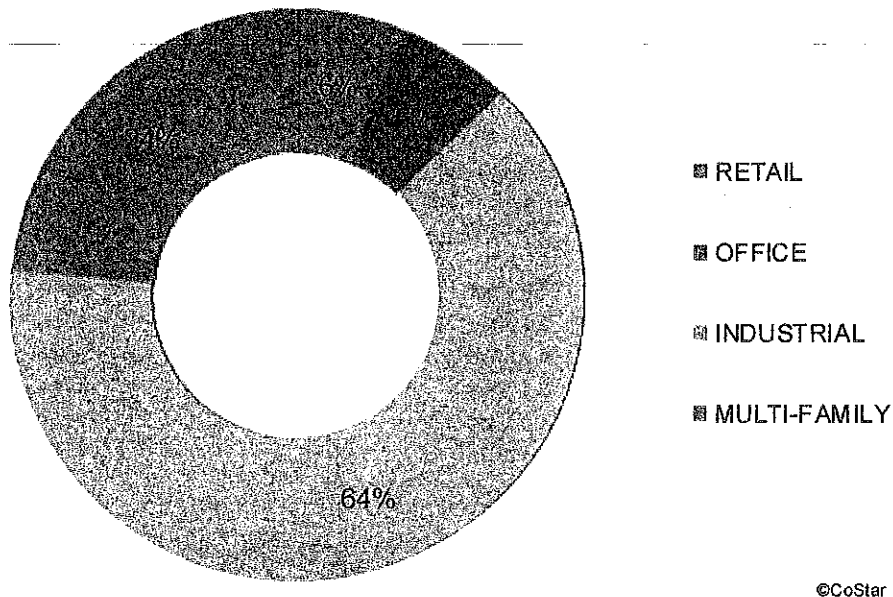
## Immediate Area Profile

This section discusses uses and development trends in the immediate area that directly impact the performance and appeal of the subject property.

### Predominant Land Uses

Significant development in the immediate area consists of industrial uses along major arterials that are interspersed with multi-family complexes and single-family residential development removed from arterials. The local area has a mix of commercial uses nearby and the composition is shown in the following graph.

### COMMERCIAL AREA COMPOSITION



# Local Area Analysis

## Multi-Family Development

The following chart shows a summary of multi-family data by type in the immediate area from CoStar.

MULTIFAMILY SUMMARY			
CLASS	PROPERTIES	NRA (SF)	AVG YR BLT
B	11	1,606,275	2011
C	15	2,109,265	1968
<b>TOTAL</b>	<b>26</b>	<b>3,715,540</b>	<b>1986</b>

Source: CoStar

The three largest multi-family properties are at 14201 North Ridge Road, 15911 Morningside and 9800 Bloomsbury Circle with an NRA of 700,000 SF, 592,833 SF and 567,000 SF that were built in 1974, 2002 and 1997, respectively. The closest large multi-family property in proximity to the subject is the second property which is detailed above. The majority of properties were constructed after 2000. The following chart and map show the subject property and its location relative to the eight largest multi-family properties in the immediate area from CoStar.

LARGEST MULTI-FAMILY PROPERTIES						
NAME	DISTANCE	MAP PIN	CLASS	NRA (SF)	STORIES	YEAR BUILT
Plymouth Hills Apartments	1.9 Miles	A	C	700,000	1	1974
The Terraces At Northville Ridge	1.8 Miles	B	B	592,833	2	2002
Northville Crossing Apartments	3.2 Miles	C	C	567,000	1	1997
The Estates at Hutsfield	4.2 Miles	D	B	200,000	2	2019
Lockwood of Lyon Apartments	5.1 Miles	E	B	157,987	3	2023
Plymouth Heritage Apartments	4.6 Miles	F	C	149,074	2	1966
Village at Northville Apartments	3.1 Miles	G	B	144,000	2	2022
Hasenclever Farms Apartments	4.4 Miles	H	B	125,000	2	2024

Source: CoStar



# Local Area Analysis

## Retail Development

The following chart shows a summary of retail data by type in the immediate area from CoStar.

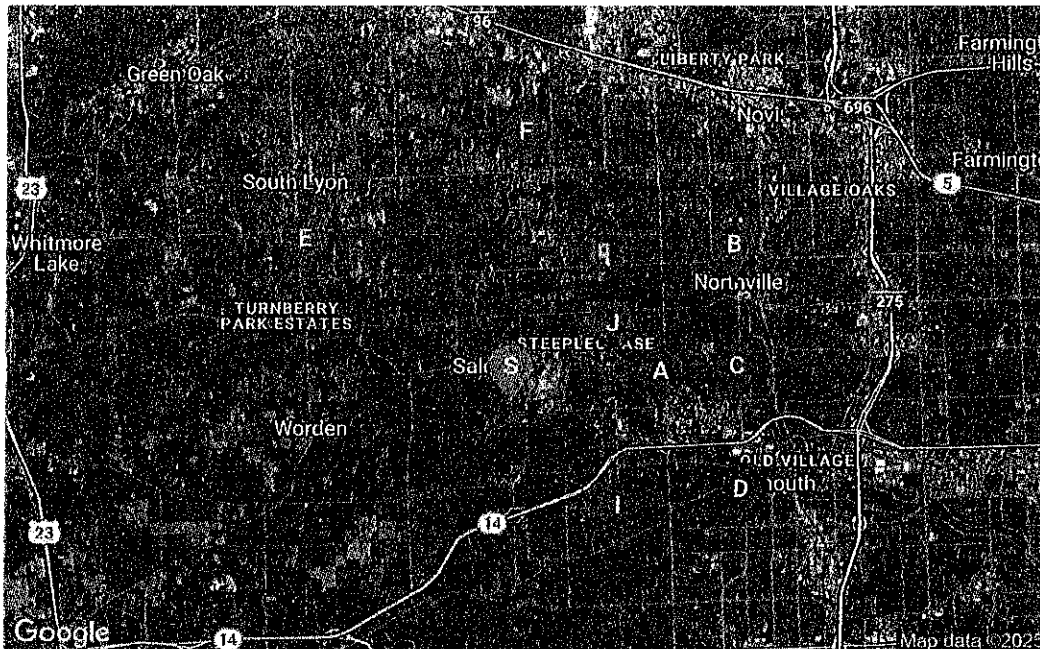
RETAIL SUMMARY					
TYPE	PROPERTIES	NRA (SF)	AVG YR BLT	OCCUPANCY	AVG RENT
General Retail	119	973,935	1962	97.2	\$24.67
<b>TOTAL</b>	<b>119</b>	<b>973,935</b>	<b>1962</b>	<b>97.2</b>	<b>\$24.67</b>

Source: CoStar

The three largest retail properties are at 47725 Five Mile Road, 133 West Main Street and 15077-15185 North Sheldon Road with an NRA of 107,839 SF, 81,935 SF and 73,388 SF, respectively. The closest large retail property in proximity to the subject is at 16923-17043 Ridge Road with an NRA of 33,052 SF that was built in 2008. The majority of properties were constructed before 2000. The following chart and map show the subject property and its location relative to the 10 largest retail properties in the immediate area from CoStar.

LARGEST SHOPPING CENTERS							
NAME	DISTANCE	MAP PIN	TYPE	NRA (SF)	% LEASED	YEAR BUILT	AVG RENT
Retail Building	2.9 Miles	A	General Retail	107,839	100.0	-	N/A
Northville Square	5.0 Miles	B	General Retail	81,935	100.0	1973	N/A
Sheldon Place	4.4 Miles	C	Neighborhood Center	73,388	94.4	1997	N/A
Plymouth Square	5.1 Miles	D	Neighborhood Center	66,953	100.0	1970	N/A
Retail Building	4.8 Miles	E	General Retail	56,658	100.0	1999	N/A
Shoppes at Copperwood	4.8 Miles	F	Neighborhood Center	46,109	100.0	2009	N/A
Essco Square	5.2 Miles	G	Neighborhood Center	38,857	100.0	1972	\$18.00
Retail Building	5.2 Miles	H	General Retail	36,558	100.0	1971	N/A
Picnic Basket Center	3.5 Miles	I	General Retail	33,373	100.0	1997	N/A
Ridgewood Plaza	2.1 Miles	J	Neighborhood Center	33,052	80.1	2008	\$16.00

Source: CoStar



# Local Area Analysis

## Office Development

The following chart shows a summary of office data by class in the immediate area from CoStar.

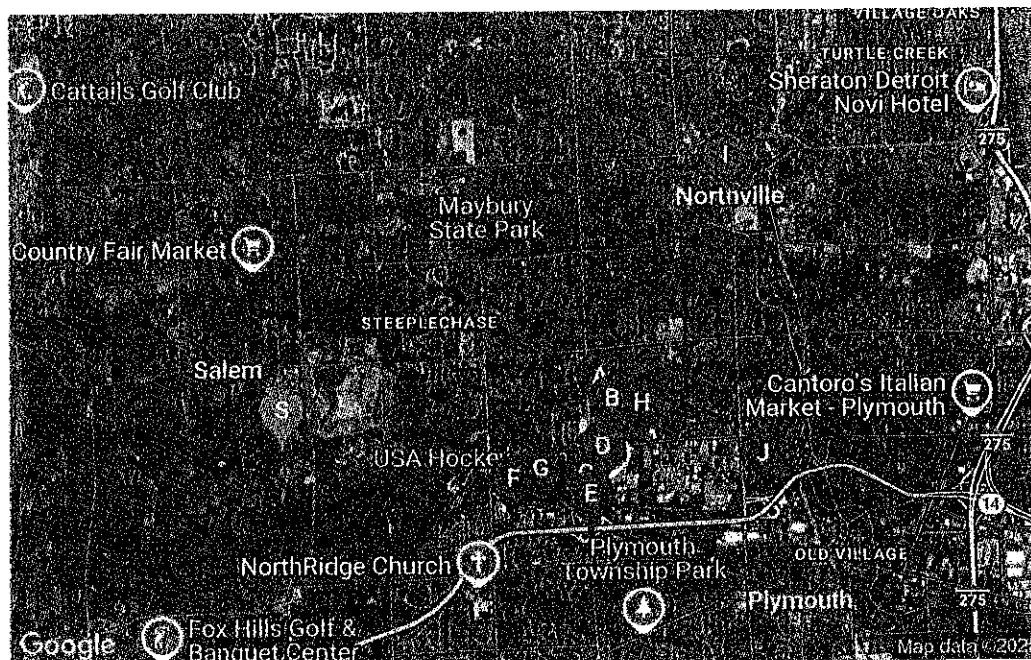
OFFICE SUMMARY					
CLASS	PROPERTIES	NRA (SF)	AVG YR BLT	OCCUPANCY	AVG RENT
A	2	124,291	2012	100.0	-
B	29	545,314	1975	91.7	\$17.73
C	47	317,140	1964	94.4	\$21.18
<b>TOTAL</b>	<b>78</b>	<b>986,745</b>	<b>1969</b>	<b>93.6</b>	<b>\$19.86</b>

Source: CoStar

The three largest office properties are at 15951 Technology Drive, 15701 Technology Drive and 47519 Halyard Drive with an NRA of 121,446 SF, 99,826 SF and 68,462 SF that were built in 2018, 2019 and 1996, respectively. The closest large office property in proximity to the subject is at 47911 Halyard Drive with an NRA of 46,592 SF that was built in 2000. The majority of properties were constructed after 2000. The following chart and map show the subject property and its location relative to the 10 largest office properties in the immediate area from CoStar.

LARGEST OFFICE BUILDINGS							
NAME	DISTANCE	MAP PIN	CLASS	NRA (SF)	% LEASED	YEAR BUILT	AVG RENT
Northville Technology Park	3.1 Miles	A	B	121,446	100.0	2018	N/A
Office Building	3.2 Miles	B	A	99,826	100.0	2019	N/A
Metro West Technology Park	3.1 Miles	C	C	68,462	100.0	1996	N/A
Office Building	3.2 Miles	D	B	68,223	100.0	1999	N/A
Office Building	3.1 Miles	E	B	49,458	70.1	1997	N/A
Office Building	2.4 Miles	F	B	46,592	100.0	2000	N/A
Office Building	2.6 Miles	G	C	43,000	0.0	1990	N/A
Office Building	3.5 Miles	H	B	26,000	57.3	2000	N/A
Office Building	5.1 Miles	I	A	24,465	100.0	2005	N/A
Plymouth Business Park	4.7 Miles	J	B	23,848	64.8	1988	\$10.95

Source: CoStar



# Local Area Analysis

## Industrial Development

The following chart shows a summary of industrial data by type in the immediate area from CoStar.

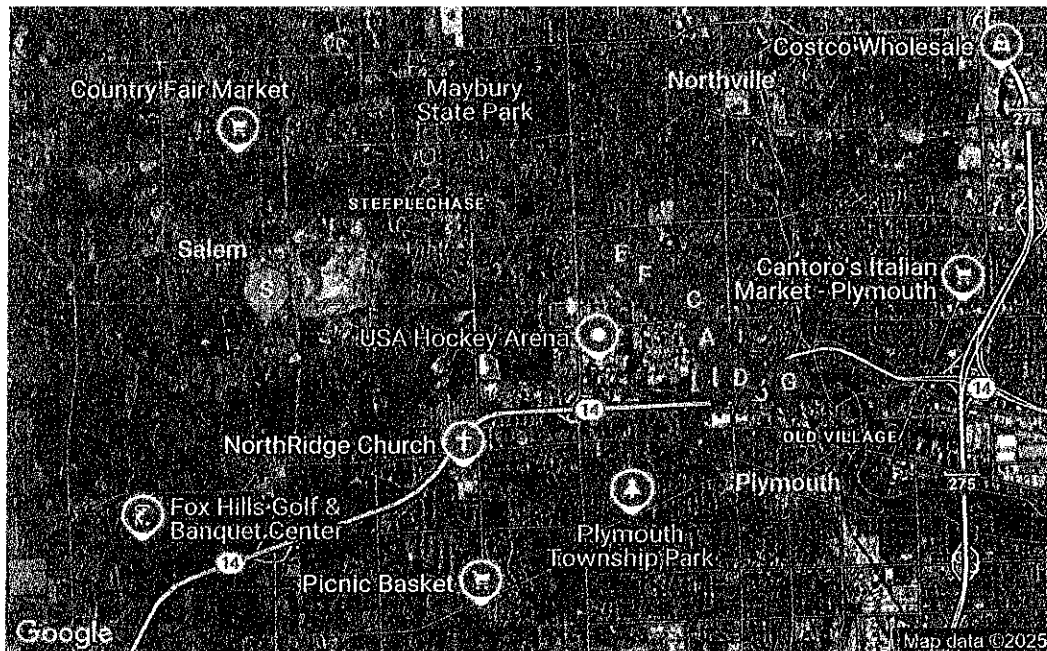
INDUSTRIAL SUMMARY					
TYPE	PROPERTIES	NRA (SF)	AVG YR BLT	OCCUPANCY	AVG RENT
Industrial	177	6,746,673	1986	97.0	\$10.91
Flex	67	3,285,965	1995	93.3	\$12.66
<b>TOTAL</b>	<b>244</b>	<b>10,032,638</b>	<b>1988</b>	<b>96.0</b>	<b>\$11.39</b>

Source: CoStar

The three largest industrial properties are at 14425 North Sheldon Road, 909 North Sheldon Road and 45000 Helm Street with an NRA of 949,993 SF, 526,540 SF and 258,000 SF that were built in 1966, 1957 and 1988, respectively. The closest large industrial property in proximity to the subject is at 15811-Centennial Drive with an NRA of 178,000 SF. All of the properties were constructed before 2000. The following chart and map show the subject property and its location relative to the seven largest industrial properties in the immediate area from CoStar.

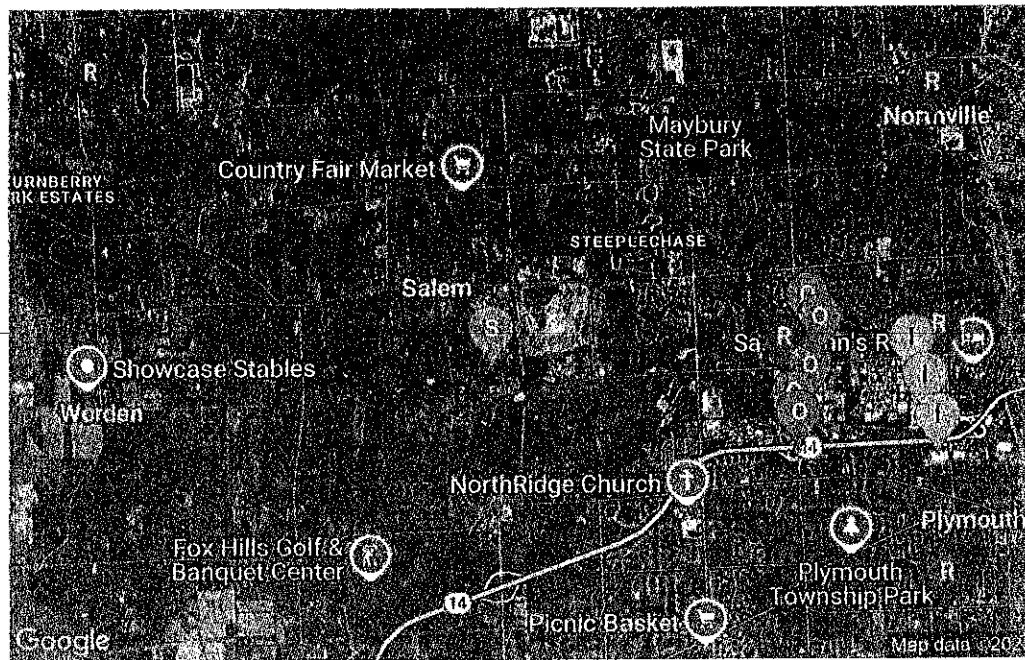
LARGEST INDUSTRIAL PROPERTIES							
NAME	DISTANCE	MAP PIN	TYPE	NRA (SF)	% LEASED	YEAR BUILT	AVG RENT
Industrial Building	4.3 Miles	A	Industrial	949,993	100.0	1966	N/Av
Industrial Building	4.5 Miles	B	Flex	526,540	100.0	1957	N/Av
Metro West Industrial Park	4.1 Miles	C	Flex	258,000	100.0	1988	N/Av
Industrial Building	4.7 Miles	D	Industrial	182,178	100.0	1973	N/Av
Industrial Building	3.4 Miles	E	Flex	178,000	100.0	-	N/Av
Industrial Building	3.6 Miles	F	Flex	162,174	100.0	-	N/Av
Industrial Building	5.2 Miles	G	Industrial	158,559	100.0	1910	N/Av

Source: CoStar



## Local Area Analysis

The following map shows the subject property and the five largest retail, office, and industrial properties in the immediate area from CoStar.



## Subject Property Analysis

The following discussion draws context and analysis on how the subject property is influenced by the local and immediate areas.

### Subject Property Analysis

The uses adjacent to the property are noted below:

- › **North** - Industrial Development
- › **South** - Industrial Development, Vacant Land
- › **East** - Chubb Road, Industrial Development
- › **West** - Industrial Development

### Access

The subject site has frontage on an arterial. Based on our field work, the subject's access is rated average compared to other properties with which it competes.

### Visibility

The subject is clearly visible in both directions along the street. The visibility of the property is not hampered by adjacent properties, trees or other obstructions. In comparison to competitive properties, the subject property has good visibility.

### Subject Conclusion

Trends in the local and immediate areas, adjacent uses and the property's specific location features indicate an overall typical external influence for the subject, which is concluded to have a good position in context of competing properties.

### Summary

Northville has a strategic location near notable economic hubs, with convenient connections to well-traveled transportation networks. The region's economic development has a direct influence on the city's employment base. Northville has a stable economy supported by ongoing residential development and the retail sector.

# Site Description

## General Description

The subject site consists of 1 parcel. As noted below, the subject site has 1,829,520 SF (42.00 AC) of land area. The area is estimated based on the assessor's parcel map, and may change if a professional survey determines more precise measurements. Going forward, our valuation analyses will utilize the usable site area. The following discussion summarizes the subject site size and characteristics.

**Assessor Parcel** A-01-14-400-013

**Number Of Parcels** 1

**Land Area** **Acres** **Square Feet**

Primary Parcel 42.00 1,829,520

Unusable Land 0.00 0

Excess Land 0.00 0

Surplus Land 0.00 0

**Total Land Area** **42.00** **1,829,520**

**Shape** Rectangular - See Plat Map For Exact Shape

**Topography** Level at street grade

**Drainage** Assumed Adequate

**Utilities** All available to the site

## Street Improvements

**Street** **Direction** **No. Lanes** **Street Type**

Chubb Road Secondary Street two-way two-lane minor arterial

## Frontage

The subject has approximately 1,715 feet of frontage on Chubb Road.

## Accessibility

The accessibility of the subject is rated as average. The subject is accessed from one street, with the main entrance and primary point of ingress/egress being Chubb Road. State Route 14 is a major transportation arterial within proximity to the subject, providing linkage to the surrounding area.

## Exposure

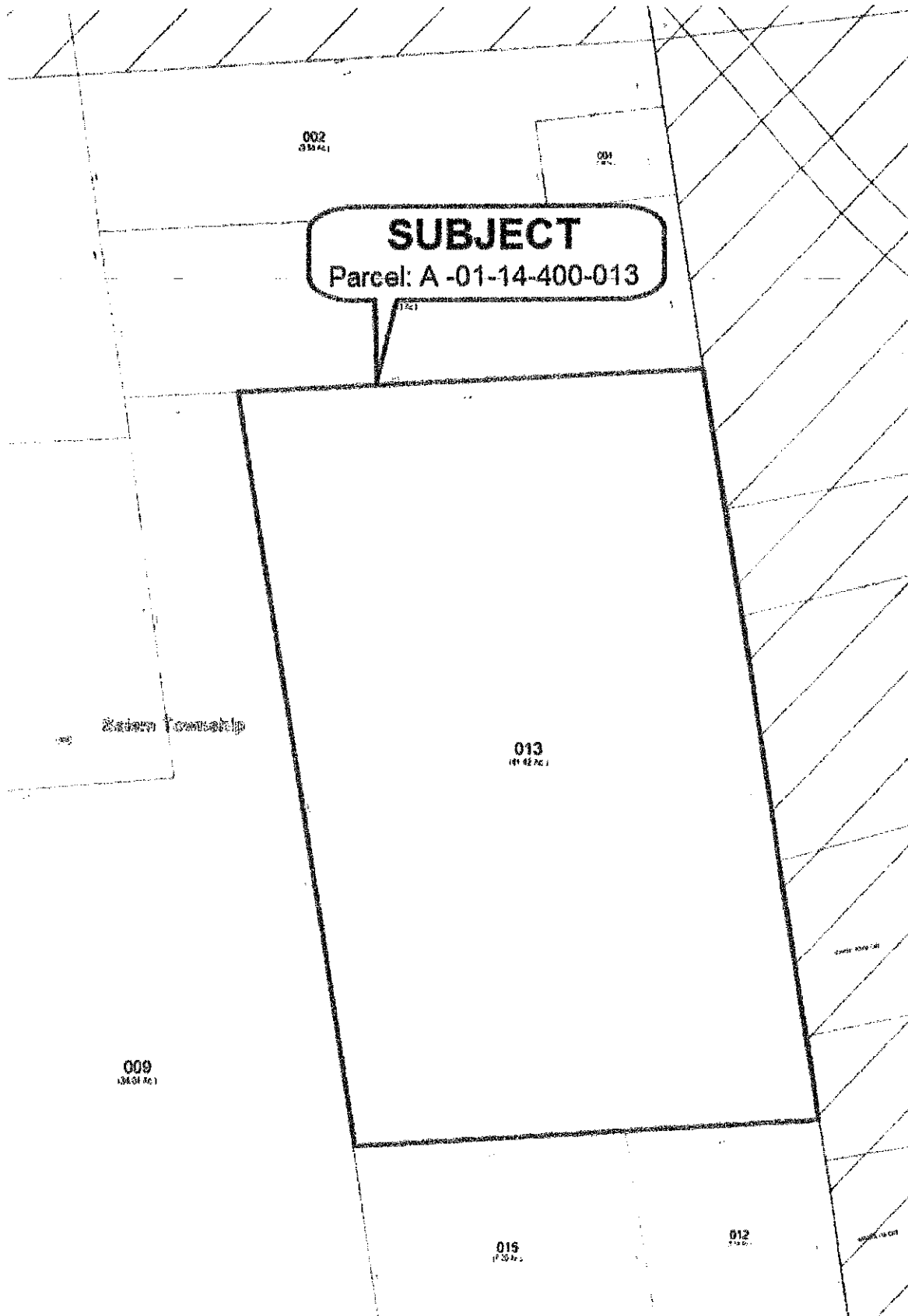
The subject has average exposure, as it is located along a minor arterial. The project's exposure rating takes into account its average visibility and its average traffic count.

## Seismic

The subject is in Low Risk. The seismic zone factor (or Z factor) corresponds numerically to the effective horizontal peak bedrock acceleration (or equivalent velocity) that is estimated as a component of the design base shear calculation. In each seismic zone an earthquake-related event would create an effective peak bedrock acceleration of 0.1 times the force of gravity for Zone 1, 0.15 times the force of gravity for Zone 2A, 0.2 times the force of gravity for Zone 2B, 0.3 times the force of gravity for Zone 3 and 0.4 times the force of gravity for Zone 4. These values correspond to ground motion values with a 10% probability of being exceeded in 50 years.

<b>Flood Zone</b>	Zone X (Unshaded). This is referenced by Community Number 260636, Panel Number 26161C0140E, dated April 03, 2012. Zone X (unshaded) is a Non-Special Flood Hazard Area (NSFHA) of minimal flood hazard, usually depicted on Flood Insurance Rate Maps (FIRM) as above the 500-year flood level. This is an area in a low to moderate risk flood zone that is not in any immediate danger from flooding caused by overflowing rivers or hard rains. In communities that participate in the National Flood Insurance Program (NFIP), flood insurance is available to all property owners and renters in this zone.
<b>Site Rating</b>	Overall, the subject site is considered a good land site in terms of its location, exposure, and access to employment, education and shopping centers, recognizing its location along a minor arterial.
<b>Easements</b>	A preliminary title report was not available for review. During the on-site inspection, no adverse easements or encumbrances were noted. This appraisal assumes that there is no negative value impact on the subject improvements. If questions arise regarding easements, encroachments, or other encumbrances, further research is advised.
<b>Soils</b>	A detailed soils analysis was not available for review. Based on the development of the subject, it appears the soils are stable and suitable for the existing improvements.
<b>Hazardous Waste</b>	We have not conducted an independent investigation to determine the presence or absence of toxins on the subject property. If questions arise, the reader is strongly cautioned to seek qualified professional assistance in this matter. Please see the Assumptions and Limiting Conditions for a full disclaimer.

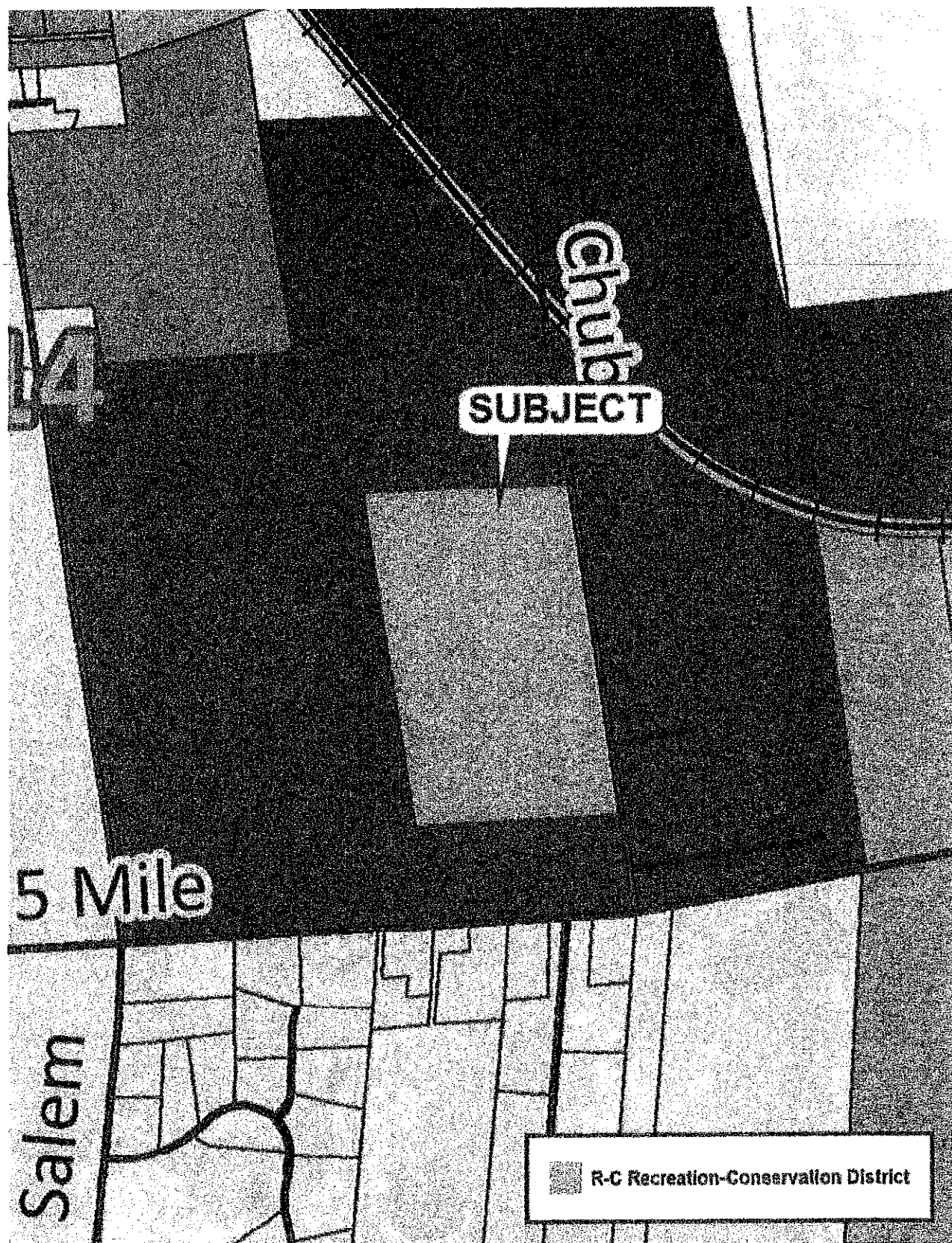
Plat Map



## GIS Aerial Map



Zoning Map



## Flood Map



## Introduction

Assessment of real property is established by an assessor that is an appointed or elected official charged with determining the value of each property. The assessment is used to determine the necessary rate of taxation required to support the municipal budget. A property tax is a levy on the value of property that the owner is required to pay to the municipality in which it is situated. Multiple jurisdictions may tax the same property.

The subject property is located within Salem Township. The assessed value and property tax for the current year are summarized in the following table.

Assessment & Taxes					
Tax Year	Projected 2025			Tax Rate	1.800000%
Tax Rate Area	Salem Township			Taxes Current	Yes
APN	TRUE CASH VALUE	TAXABLE	EXEMPTIONS	S.E.V.	Base Tax
A -01-14-400-013	\$0	\$0	\$0	\$0	\$0
<b>Totals</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total/SF</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Source: Salem Township Assessment & Taxation

## Subject Property Analysis

There is no State Equalized Value for the subject. The subject property benefits from a "City Owned Exemption", fully exempting the property from ad-valorem taxes. As long as there is no change in the property's use or a change of ownership, the exemption will remain. Total taxes for the property with the exemption are \$0 or \$0.00/SF.

As part of the scope of work, we researched assessment and tax information related to the subject property. The following are key factors related to local assessment and taxation policy. Real property in Salem Township is assessed at 50% of market value. Real property is reassessed annually. The next scheduled reassessment date is December 31, 2025. In addition to scheduled reassessments, properties in Salem Township are reassessed upon conversion, renovation or demolition.

According to the staff representative at the Salem Township treasurer's office, real estate taxes for the subject property are current as of the date of this report.

## Introduction

Zoning requirements typically establish permitted and prohibited uses, building height, lot coverage, setbacks, parking and other factors that control the size and location of improvements on a site. The zoning characteristics for the subject property are summarized below:

Zoning Summary	
<b>Municipality Governing Zoning</b>	Salem Township Planning & Zoning Department
<b>Current Zoning</b>	Recreation-Conservation District (R-C)
<b>Permitted Uses</b>	Uses including but not limited to: agricultural uses, and care facilities.
<b>Current Use</b>	Vacant Land
<b>Is Current Use Legally Permitted?</b>	NA
<b>Zoning Change</b>	Not Likely
Zoning Requirements	
<b>Minimum Lot Area (Acres)</b>	10
<b>Minimum Lot Width (Feet)</b>	300
<b>Minimum Yard Setbacks</b>	
Front (Feet)	60
Rear (Feet)	50
One Side (Feet)	30
Total Of Two Sides (Feet)	60
Street Side (Feet)	60
<b>Maximum Building Height (Stories/Feet)</b>	3/40
<b>Maximum Floor Area Ratio (FAR)</b>	0.10
<b>Parking Requirement</b>	
<b>Industrial Use</b>	
Minimum Spaces	5.00
Spaces Per 1,000 SF	0.50

Source: Salem Township Planning & Zoning Department

## Zoning Conclusions

Based on the interpretation of the zoning ordinance, the subject property could be placed under a number of uses; however, there is a restriction on the use of the land due to it being a former landfill. There are limitations on use and weight, and there would be very limited agricultural uses based on the easement and the zoning.

Detailed zoning studies are typically performed by a zoning or land use expert, including attorneys, land use planners, or architects. The depth of our analysis correlates directly with the scope of this assignment, and it considers all pertinent issues that have been discovered through our due diligence. Please note that this appraisal is not intended to be a detailed determination of compliance, as that determination is beyond the scope of this real estate appraisal assignment.

## Introduction

As concluded ahead, the highest and best use of the subject site as-vacant is development of a vacant land property as market conditions warrant conditions warrant. Therefore, this section provides a brief study of transaction trends. These findings are used to support our conclusions for the competitive position, and exposure period of the subject site.

## Transaction Trends

In the open market, the subject property type would command most interest from local buyers that are actively pursuing similar owner-user properties. There is currently steady buyer demand for substitute properties of the subject based on the volume of sale transactions and reports by buyers, sellers and other market participants during confirmation of market transactions. The most probable buyer is an owner user.

Based on the preceding analysis, there is an established sales market for the subject property. As previously discussed, the velocity of sale transactions has been steady over the past six months. Currently there is steady buyer demand, while there is general availability for this property type on the supply side. Based on these factors, conditions are in equilibrium in regard to negotiating sale terms.

## Subject Property Analysis

Based on our analysis of the subject property and investigation of substitute properties in the marketplace, the subject is considered to have Average overall buyer appeal with an Average competitive position if the asset was exposed to the open market.

## Exposure Time & Marketing Period

Exposure time is defined as "An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." (The Dictionary of Real Estate Appraisal, Appraisal Institute, 2022). Reasonable exposure time is impacted by the aggressiveness and effectiveness of a property's exposure to market participants, availability and cost of financing, and demand for similar investments. Exposure time is best established based the recent history of marketing periods for comparable sales, discussions with market participants and information from published surveys.

The availability of acquisition financing factors into exposure time. In recent quarters, financing has been available for well-positioned commercial real estate, particularly for stabilized assets within core MSAs and owner/user deals. For second tier or marginal properties, financing has been available but subject to more stringent requirements. Based on review of the local capital market, we conclude that adequate financing options would have been available to consummate a sale of the property on the date of value.

## Exposure Time Conclusion

The preceding information generally supports an exposure time range from 6 to 12 months for sites similar to the subject. Based on its overall physical and locational characteristics, the subject site has average overall appeal to owner/users. Considering these factors, a reasonable estimate of exposure time for the subject property is 9 to 12 months.

## Marketing Period Conclusion

Marketing period is very similar to exposure time, but reflects a projected time period to sell the property, rather than a retrospective estimate. Having reviewed open listings and discussed the market with local participants, and given the nature of this site, we feel that a time period of 9 to 12 months is supported for the subject's marketing period.

## **Introduction**

The highest and best use of an improved property is defined as that reasonable and most probable use that will support its highest present value. The highest and best use, or most probable use, must be legally permissible, physically possible, financially feasible, and maximally productive. This section develops the highest and best use of the subject property As-Vacant.

## **As-Vacant Analysis**

### **Legal Factors**

The legal factors that possibly influence the highest and best use of the subject site are discussed in this section. Private restrictions, zoning, building codes, historic district controls, and environmental regulations are considered, if applicable to the subject site. Permitted uses of the subject's R-C (Recreation-Conservation District) zoning were listed in the Zoning Analysis section and include . The potential use that meets the requirements of the legal permissibility test is .

### **Physical & Locational Factors**

Regarding physical characteristics, the subject site is rectangular in shape and has level topography with average access and average exposure. The subject is surrounded by light-industrial development, single-family development and undeveloped land. Given the subject's location and surrounding uses, the subject site is desirable for agricultural development. Of the outright permitted uses, physical and locational features best support development of a vacant land property as market conditions warrant conditions warrant for the site's highest and best use as-vacant.

### **Feasibility Factors**

The financial feasibility of those uses that meet the legal and physical tests discussed is analyzed further in this section. Supply and demand conditions affect the financial feasibility of possible uses. Indicators of feasibility, which typically indicate favorable or non-favorable supply and demand conditions, include construction financing and proposed projects. Financial feasibility factors generally support near-term development of subject site.

## **As-Vacant Conclusion**

Based on the previous discussion, the subject's highest and best use as-vacant is concluded to be development of a vacant land property as market conditions warrant conditions warrant.

## Introduction

The following presentation of the appraisal process deals directly with the valuation of the subject property. The As-Is Market Value of the subject's fee simple interest is estimated using the Sales Comparison Approach, which is recognized as the standard appraisal technique for commercial land. The Cost and Income Capitalization Approaches are not applicable when valuing unimproved commercial land and are therefore excluded. Their exclusion is not detrimental to the reliability or credibility of the final value conclusion.

## Sales Comparison Approach

The Sales Comparison Approach is based on the principle of substitution, which asserts that no one would pay more for a property than the value of similar properties in the market. This approach analyzes comparable sales by applying transactional and property adjustments in order to bracket the subject property on an appropriate unit value comparison. The sales comparison approach is applicable when sufficient data on recent market transactions is available. Alternatively, this approach may offer limited reliability because many properties have unique characteristics that cannot be accounted for in the adjustment process.

## Land Valuation

As previously discussed within the Valuation Methods section, the subject is valued as one marketable economic site in this appraisal. Land value is influenced by a number of factors; most prominent of which is development and use potential. These factors, as well as others, are considered in the following analysis.

## Unit Of Comparison

The most relevant unit of comparison is the price per acre. This indicator best reflects the analysis used by buyers and sellers in this market for land with similar utility and zoning in this marketplace.

## Comparable Selection

A thorough search was made for similar land sales in terms of proximity to the subject, size, location, development potential, and date of sale. In selecting comparables, emphasis was placed on confirming recent sales of commercial sites that are similar to the subject property in terms of location and physical characteristics. Overall, the sales selected represent the best comparables available for this analysis.

## Adjustment Process

Quantitative adjustments are made to the comparable sales. The following adjustments or general market trends were considered for the basis of valuation.

### Transactional Adjustments

Dollar adjustments to the comparable sales were considered and made when warranted for transactional adjustments in the sequence shown below:

Property Rights Transferred	The valuation of the subject site was completed on a fee simple basis. If warranted, leased fee, leasehold and/or partial interest land sales were adjusted accordingly.
Financing Terms	The subject site was valued on a cash equivalent basis. Adjustments were made to the comparables involving financing terms atypical of the marketplace.
Conditions of Sale	This adjustment accounts for extraordinary motivation on the part of the buyer or seller often associated with distressed sales and/or assemblages.
Expenditures After Purchase	Adjustments were applied if site conditions warranted expenditures on the part of the buyer to create a buildable site. Examples include costs for razing pre-existing structures, general site clearing and/or mitigation of environmental issues.

# Land Valuation

## Market Conditions

Market conditions adjustments were based on a review of historical sale data, market participant interviews and review of current versus historical pricing. Based on our research, the following table summarizes the market conditions adjustment applied in this analysis.

Market Conditions Adjustment			
Per Year As Of	June 2025	(As-Is)	1%

The analysis applies an upward market conditions adjustment of 1% annually reflecting the conditions between the oldest comparable sale date up through the effective valuation date.

## Property Adjustments

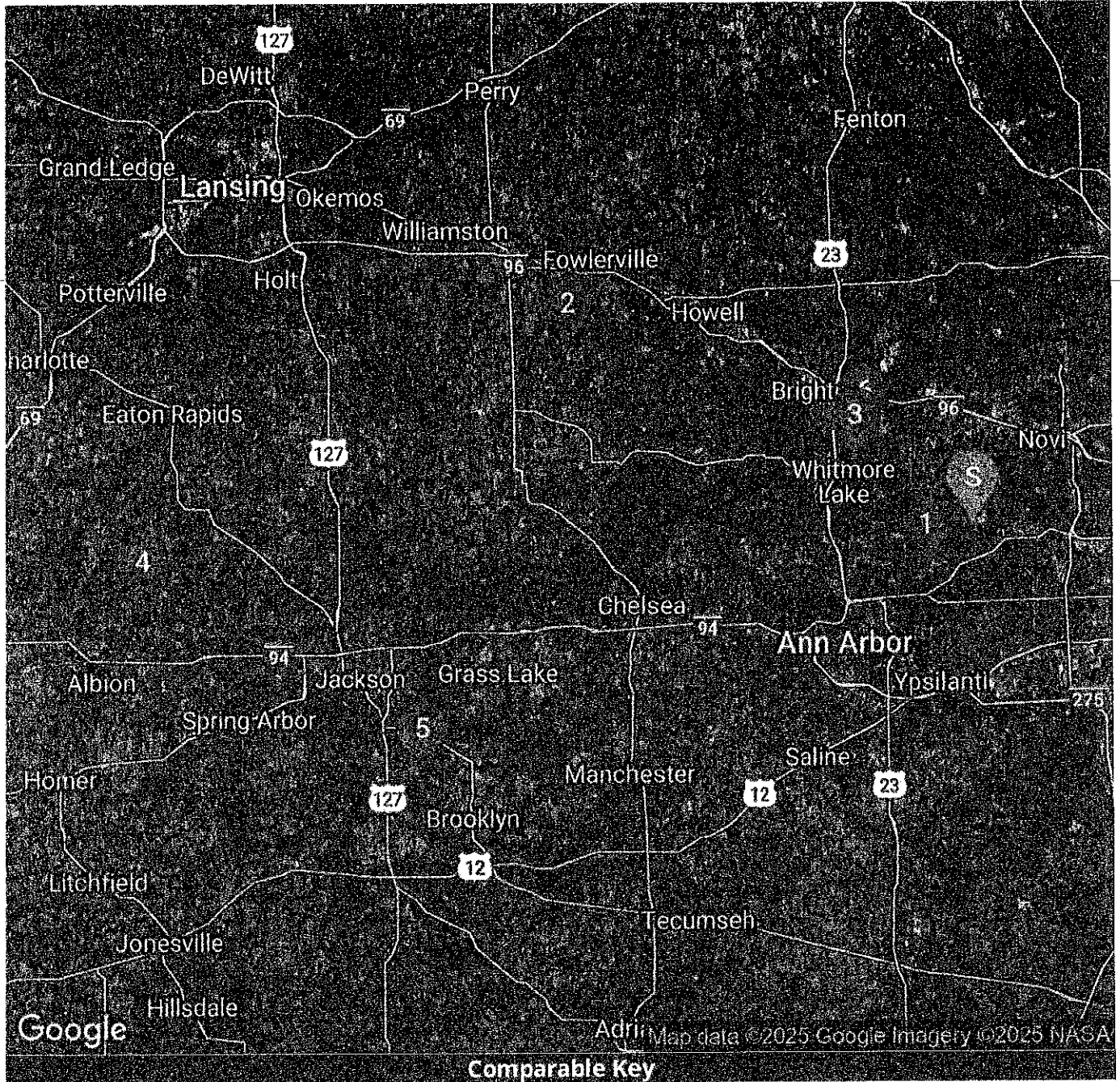
Quantitative percentage adjustments are also made for location and physical characteristics such as size, shape, access, exposure, topography, zoning and overall utility. Where possible the adjustments applied are based on paired data or other statistical analysis. For example, location adjustments are based primarily on review of land values in the market areas for the comparables relative to the subject. It should be stressed that the adjustments are subjective in nature and are meant to illustrate our logic in deriving a value opinion for the subject site.

## Land Valuation Presentation

The following Land Sales Summation Table, Location Map and datasheets summarize the sales data used in this analysis. Following these items, the comparable land sales are adjusted for applicable elements of comparison and the opinion of site value is concluded.

Land Sales Summation Table							
Comparable	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5	Comparable 6
Name	Salem Land Parcel	Agricultural Land	Agricultural Land	Agricultural Land	Agricultural Land	Agricultural Land	Agricultural Land
Address	7511 Chubb Road	6709 East Joy Road	10372 Iosco Road	10222 Marshall Road	5520 Eaton Rapids Road	5630 South Stoney Lake Road	11600 Silver Lake Road
City	Salem	Ann Arbor	Fowlerville	South Lyon	Albion	Clarklake	Brighton
State	MI	MI	MI	MI	MI	MI	MI
Zip	48168	48105	48836	48178	49224	49234	48116
County	Washtenaw	Washtenaw	Livingston	Livingston	Jackson	Jackson	Livingston
Physical Information							
Acres	42.00	134.30	74.50	10.91	86.16	15.20	102.68
Shape	Rectangular	Rectangular	Irregular	Irregular	Irregular	Irregular	Irregular
Site Utility Rating	Fair/Average	Average	Average	Average	Average	Average	Average
Sale Information							
Date		2/5/2025	10/3/2024	8/30/2024	6/14/2024	3/22/2023	2/9/2022
Status		Recorded	Recorded	Recorded	Recorded	Recorded	Recorded
Rights Transferred		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Transaction Price		\$134,000	\$45,000	\$10,000	\$60,000	\$25,000	\$150,000
Analysis Price		\$134,000	\$45,000	\$10,000	\$60,000	\$25,000	\$150,000
\$/Acre		\$998	\$604	\$917	\$696	\$1,645	\$1,461

## Land Sales Location Map



Comp	Distance	Address	Sale Date	Acres	SF	\$/Acre
Subject	-	7511 Chubb Road, Salem, MI	-	42.0	1,829,520	-
No. 1	4.5 Miles	6709 East Joy Road, Ann Arbor, MI	2/5/2025	134.3	5,850,108	\$998
No. 2	30.4 Miles	10372 Iosco Road, Fowlerville, MI	10/3/2024	74.5	3,245,220	\$604
No. 3	9.2 Miles	10222 Marshall Road, South Lyon, MI	8/30/2024	10.9	475,239	\$917
No. 4	57.9 Miles	5520 Eaton Rapids Road, Albion, MI	6/14/2024	86.2	3,753,129	\$696
No. 5	41.8 Miles	5630 South Stoney Lake Road, Clarklake, MI	3/22/2023	15.2	662,112	\$1,645
No. 6	9.5 Miles	11600 Silver Lake Road, Brighton, MI	2/9/2022	102.7	4,472,740	\$1,461

## Comparable 1

### Location Information

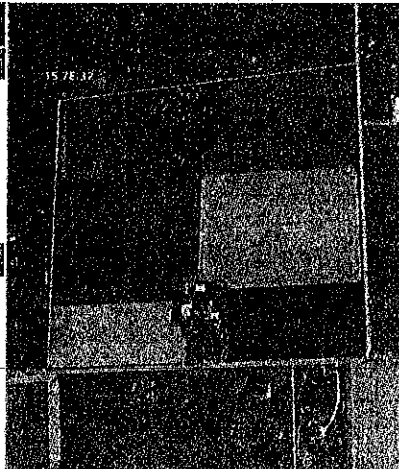
Name Agricultural Land  
Address 6709 East Joy Road  
City, State, Zip Code Ann Arbor, MI, 48105  
County Washtenaw  
APN A-01-32-400-002

### Sale Information

Buyer ARLENE D DEFOREST  
Seller DEFORESTWAYNE  
Transaction Date 02/5/2025  
Transaction Status Recorded  
Transaction Price \$134,000  
Analysis Price \$134,000  
Recording Number 5578000495  
Rights Transferred Fee Simple  
Financing Cash at Settlement  
Conditions of Sale Arms-Length

### Physical Information

Intended Use Vacant Land  
Location Good  
Site Size (Net) 134.30 Acres (5,850,108 SF)  
Site Size (Gross) 134.30 Acres (5,850,108 SF)  
Zoning Agricultural  
Shape Rectangular  
Topography Level  
Access Average  
Exposure Average  
Corner No  
Utilities No



## Agricultural Land

### Analysis Information

Price	\$/Acre	\$/SF	\$/Unit
Gross	\$998	\$0.02	\$134,000
Net	\$998	\$0.02	\$134,000

### Confirmation

Name Property Records  
Company Confidential  
Source Assessor  
Date / Phone Number 06/9/2025 Confidential

### Remarks

This site is a 134.3-acre agricultural zoned parcel along E Joy Road in Ann Arbor, MI. The property's location offers quick access to Ann Arbor's urban amenities while retaining a distinctly rural character.

## Comparable 2

### Location Information

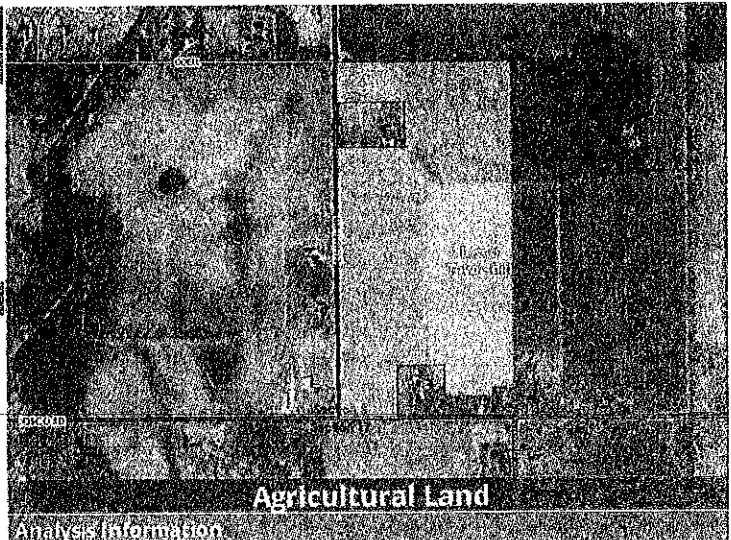
Name Agricultural Land  
Address 10372 Iosco Road  
City, State, Zip Code Fowlerville, MI, 48836  
County Livingston  
MSA Detroit-Warren-Dearborn, MI  
APN 09-08-400-011

### Sale Information

Buyer Delton Paul Baril  
Seller Daisy M Driver Living Trust  
Transaction Date 10/3/2024  
Transaction Status Recorded  
Transaction Price \$45,000  
Analysis Price \$45,000  
Recording Number 18318  
Rights Transferred Fee Simple  
Financing Cash at Settlement  
Conditions of Sale Arms-Length

### Physical Information

Intended Use Vacant Land  
Location Average  
Site Size (Net) 74.50 Acres (3,245,220 SF)  
Site Size (Gross) 74.50 Acres (3,245,220 SF)  
Zoning AR  
Shape Irregular  
Topography Level  
Access Average  
Exposure Average  
Corner No  
Utilities No



### Analysis Information

Price	\$/Acre	\$/SF	\$/Unit
Gross	\$604	\$0.01	\$45,000
Net	\$604	\$0.01	\$45,000

### Confirmation

Name CoStar & Public Records  
Company Confidential  
Source CoStar  
Date / Phone Number 06/9/2025 Confidential

### Remarks

This comparable is a 74.5-acre agricultural parcel located on Iosco Road, just south of I-96, approximately 12 minutes from Fowlerville and 17 minutes from Howell. The land is mostly flat and features a mix of open fields and tree cover, surrounded by similar agricultural properties.

## Comparable 3

### Location Information

Name Agricultural Land  
Address 10222 Marshall Road  
City, State, Zip Code South Lyon, MI, 48178  
County Livingston  
APN 16-28-200-014

### Sale Information

Buyer BRADLEY A HEFNER, JANINEMHEPFNER  
Seller KAIER PROPERTY MANAGEMENT LLC  
Transaction Date 08/30/2024  
Transaction Status Recorded  
Transaction Price \$10,000  
Analysis Price \$10,000  
Rights Transferred Fee Simple  
Financing Cash at Settlement  
Conditions of Sale Arms-Length

### Physical Information

Intended Use Vacant Land  
Location Average  
Site Size (Net) 10.91 Acres (475,239 SF)  
Site Size (Gross) 10.91 Acres (475,239 SF)  
Zoning R-3  
Shape Irregular  
Topography Level  
Access Average  
Exposure Average  
Corner No  
Utilities No



Agricultural Land

### Analysis Information

Price	\$/Acre	\$/SF	\$/Unit
Gross	\$917	\$0.02	\$10,000
Net	\$917	\$0.02	\$10,000

### Confirmation

Name Property Records  
Company Confidential  
Source Assessor  
Date / Phone Number 06/9/2025 Confidential

### Remarks

This parcel consists of approximately 10.91 acres in South Lyon, MI, situated in a low-density residential/agricultural area. The lot is mostly cleared with some scattered trees and offers a relatively flat terrain. It's located along Marshall Road, providing straightforward road access. Nearby, the area comprises primarily larger residential lots, with local schools—including Hawkins Elementary, Scranton Middle, and Brighton High.

## Comparable 4

### Location Information

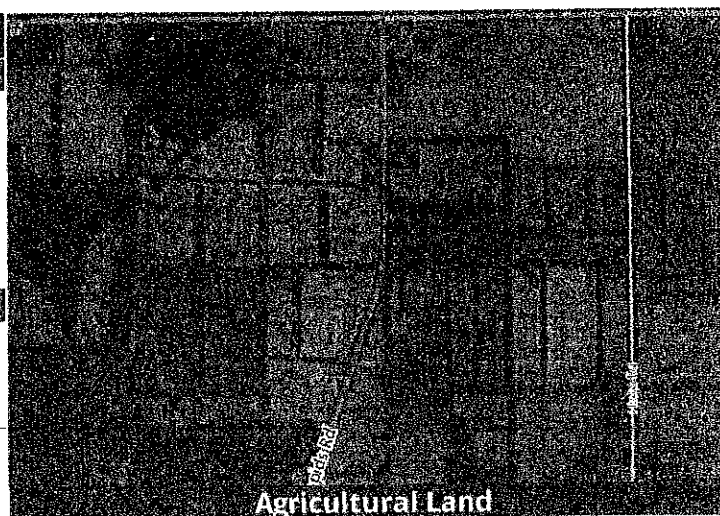
Name Agricultural Land  
Address 5520 Eaton Rapids Road  
City, State, Zip Code Albion, MI, 49224  
County Jackson  
MSA Jackson, MI  
APN 000-06-08-151-002-03

### Sale Information

Buyer Rene Chimal Amador  
Seller Sally Lloyd  
Transaction Date 06/14/2024  
Transaction Status Recorded  
Transaction Price \$60,000  
Analysis Price \$60,000  
Recording Number 2962618  
Rights Transferred Fee Simple  
Financing Cash at Settlement  
Conditions of Sale Arms-Length

### Physical Information

Intended Use Vacant Land  
Location Average  
Site Size (Net) 86.16 Acres (3,753,129 SF)  
Site Size (Gross) 86.16 Acres (3,753,129 SF)  
Zoning AG-1  
Shape Irregular  
Topography Level  
Access Average  
Exposure Average  
Comer No  
Utilities No



### Analysis Information

Price	\$/Acre	\$/SF	\$/Unit
Gross	\$696	\$0.02	\$60,000
Net	\$696	\$0.02	\$60,000

### Confirmation

Name CoStar & Public Records  
Company Confidential  
Source CoStar  
Date / Phone Number 06/9/2025 Confidential

### Remarks

This parcel covers approximately 86.16 acres and is currently zoned agricultural (AG-1) in Jackson County. The terrain is a mix of open fields and tree cover. It includes rural road frontage on Eaton Rapids Rd, offering convenient access to major highways, around 19 miles north of I-94 and close to US-127 and I-96 via M-99.

## Comparable 5

### Location Information

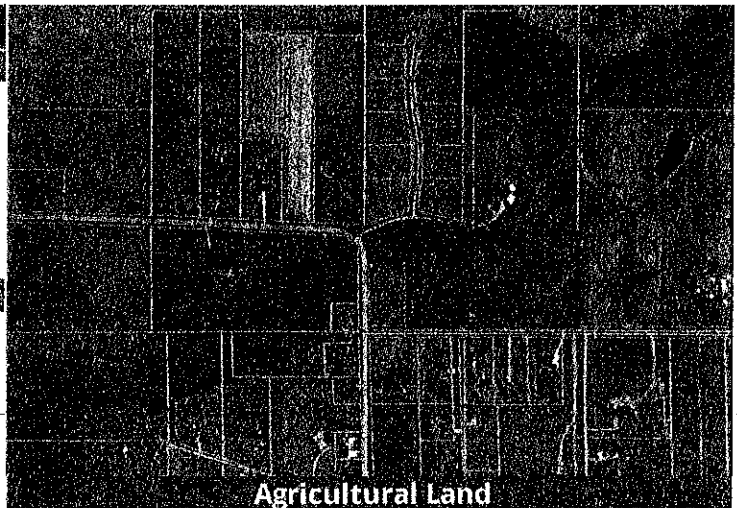
Name Agricultural Land  
Address 5630 South Stoney Lake Road  
City, State, Zip Code Clarklake, MI, 49234  
County Jackson  
MSA Jackson, MI  
APN 000-19-04-400-001-04

### Sale Information

Buyer Black Oak Land Holdings LLC  
Seller Joan M Haligus  
Transaction Date 03/22/2023  
Transaction Status Recorded  
Transaction Price \$25,000  
Analysis Price \$25,000  
Recording Number 2935286  
Rights Transferred Fee Simple  
Financing Cash at Settlement  
Conditions of Sale Arms-Length

### Physical Information

Intended Use Vacant Land  
Location Average  
Site Size (Net) 15.20 Acres (662,112 SF)  
Site Size (Gross) 15.20 Acres (662,112 SF)  
Zoning R1  
Shape Irregular  
Topography Level  
Access Average  
Exposure Average  
Corner No  
Utilities No



### Analysis Information

Price	\$/Acre	\$/SF	\$/Unit
Gross	\$1,645	\$0.04	\$25,000
Net	\$1,645	\$0.04	\$25,000

### Confirmation

Name CoStar & Public Records  
Company Confidential  
Source CoStar  
Date / Phone Number 06/9/2025 Confidential

### Remarks

This vacant land parcel spans approximately 15.200 acres in a rural area of Jackson County. The lot is primarily clear with scattered tree cover, situated along S Stoney Lake Road. It is zoned for agricultural purposes and is about 3.6 miles from Ezra Eby Elementary, Napoleon Middle, and Napoleon High School.

## Comparable 6

### Location Information

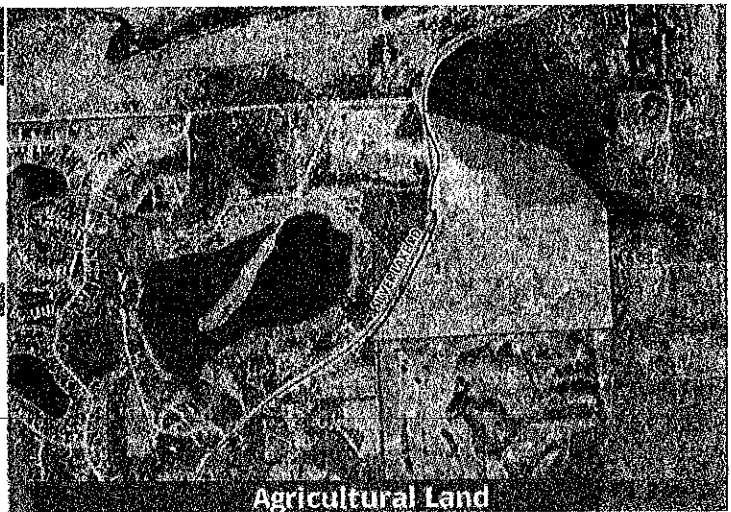
Name Agricultural Land  
Address 11600 Silver Lake Road  
City, State, Zip Code Brighton, MI, 48116  
County Livingston  
MSA Detroit-Warren-Dearborn, MI  
APN 4716-15-201-001

### Sale Information

Buyer DUSTAN CUNNINGHAM  
Seller DE MARIA INVESTMENTS  
Transaction Date 02/9/2022  
Transaction Status Recorded  
Transaction Price \$150,000  
Analysis Price \$150,000  
Rights Transferred Fee Simple  
Financing Cash at Settlement  
Conditions of Sale Arms-Length

### Physical Information

Intended Use Vacant Land  
Location Good  
Site Size (Net) 102.68 Acres (4,472,740 SF)  
Site Size (Gross) 102.68 Acres (4,472,740 SF)  
Zoning RF  
Shape Irregular  
Topography Rolling  
Access Average  
Exposure Average  
Corner No  
Utilities No



Agricultural Land

### Analysis Information

Price	\$/Acre	\$/SF	\$/Unit
Gross	\$1,461	\$0.03	\$150,000
Net	\$1,461	\$0.03	\$150,000

### Confirmation

Name Property Records  
Company Confidential  
Source Assessor  
Date / Phone Number 06/9/2025 Confidential

### Remarks

This property consists of approximately 102.68 acres of vacant land in Green Oak Township, Livingston County, zoned RF. It is densely wooded with pine trees, and a portion includes part of Mallard Lake. The area provides access to nearby outdoor recreational resources such as Kensington Metropark and Island Lake State Recreation Area, offering opportunities for hiking, biking, kayaking, and fishing.

## Land Sales Adjustment Table

Comparable	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5	Comparable 6
<b>Name</b>	Salem Land Parcel	Agricultural Land	Agricultural Land	Agricultural Land	Agricultural Land	Agricultural Land	Agricultural Land
<b>Address</b>	7511 Chubb Road	6709 East Joy Road	10372 Iosco Road	10222 Marshall Road	5520 Eaton Rapids Road	5630 South Stoney Lake Road	11600 Silver Lake Road
<b>City</b>	Salem	Ann Arbor	Fowlerville	South Lyon	Albion	Clarklake	Brighton
<b>Acres</b>	42.00	134.30	74.50	10.91	86.16	15.20	102.68

### Sale Information

<b>Date</b>	2/5/2025	10/3/2024	8/30/2024	6/14/2024	3/22/2023	2/9/2022
<b>Status</b>	Recorded	Recorded	Recorded	Recorded	Recorded	Recorded
<b>Rights Transferred</b>	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
<b>Analysis Price</b>	\$134,000	\$45,000	\$10,000	\$60,000	\$25,000	\$150,000
<b>Price/Acre</b>	\$998	\$604	\$917	\$696	\$1,645	\$1,461

### Transactional Adjustments

<b>Property Rights</b>	0%	0%	0%	0%	0%	0%
<b>Financing</b>	0%	0%	0%	0%	0%	0%
<b>Conditions of Sale</b>	0%	0%	0%	0%	0%	0%
<b>Expenditures After the Sale</b>	0%	0%	0%	0%	0%	0%
<b>Market Conditions<sup>1</sup></b>	0%	1%	1%	1%	2%	3%
<b>Subtotal Transactional Adj Price</b>	\$998	\$610	\$926	\$703	\$1,678	\$1,505

### Property Adjustments

<b>Location</b>	Average	Good	Average	Average	Average	Average	Good
<i>Adjustment</i>		-10%	0%	0%	0%	0%	-10%
<b>Size</b>	42.00	134.30	74.50	10.91	86.16	15.20	102.68
<i>Adjustment</i>		5%	5%	-5%	5%	-5%	5%
<b>Exposure</b>	Average	Average	Average	Average	Average	Average	Average
<i>Adjustment</i>		0%	0%	0%	0%	0%	0%
<b>Access</b>	Average	Average	Average	Average	Average	Average	Average
<i>Adjustment</i>		0%	0%	0%	0%	0%	0%
<b>Shape</b>	Rectangular	Rectangular	Irregular	Irregular	Irregular	Irregular	Irregular
<i>Adjustment</i>		0%	0%	0%	0%	0%	0%
<b>Site Utility Rating</b>	Fair/Average	Average	Average	Average	Average	Average	Average
<i>Adjustment</i>		-5%	-5%	-5%	-5%	-5%	-5%
<b>Zoning</b>	R-C	Agricultural	AR	R-3	AG-1	R1	RF
<i>Adjustment</i>		0%	0%	0%	0%	0%	0%
<b>Subtotal Property Adjustment</b>		-10%	0%	-10%	0%	-10%	-10%
<b>Total Adjusted Price</b>		\$898	\$610	\$833	\$703	\$1,510	\$1,354

<b>Statistics</b>	<b>Unadjusted</b>	<b>Adjusted</b>
<b>Low</b>	\$604.03	\$610.07
<b>High</b>	\$1,645	\$1,510
<b>Median</b>	\$957.18	\$865.59
<b>Average</b>	\$1,053	\$984.78

<sup>1</sup> Market Conditions Adjustment: 1%

Date of Value (for adjustment calculations): 6/5/25

## Land Sales Analysis

### Introduction

The comparable land sales indicate an adjusted value range from \$610 to \$1,510/Acre, with a median of \$866/Acre and an average of \$985/Acre. The range of total gross adjustment applied to the comparables was from 11% to 23%, with an average gross adjustment across all comparables of 15%. The level of total adjustment applied to the comparables is considered to be moderate. Overall, the availability of market data and extent of analysis was adequate to develop a reasonably credible opinion of land value. The adjustment process for each comparable land sale is discussed in the following paragraphs.

### Discussion of Adjustments

Comparable 1 (\$898/Acre adjusted) did not require any transaction adjustments. This comparable required a total downward adjustment of -10% for property characteristics. The total gross adjustment applied to this comparable was 20%. The moderate level of gross adjustments required for this comparable indicates that it can be adequately relied upon for valuation of the subject. This comparable is given secondary consideration as a value indicator for the subject.

Comparable 2 (\$610/Acre adjusted) required a total upward transaction adjustment of 1%. This comparable is adjusted upward for improving market conditions. This comparable required adjustments for property characteristics, however these resulted in a net adjustment of 0%. The total gross adjustment applied to this comparable was 11%. The moderate level of gross adjustments required for this comparable indicates that it can be adequately relied upon for valuation of the subject. This comparable is given primary consideration as a value indicator for the subject.

Comparable 3 (\$833/Acre adjusted) required a total upward transaction adjustment of 1%. This comparable is adjusted upward for improving market conditions. This comparable required a total downward adjustment of -10% for property characteristics. The total gross adjustment applied to this comparable was 11%. The moderate level of gross adjustments required for this comparable indicates that it can be adequately relied upon for valuation of the subject. This comparable is given primary consideration as a value indicator for the subject.

Comparable 4 (\$703/Acre adjusted) required a total upward transaction adjustment of 1%. This comparable is adjusted upward for improving market conditions. This comparable required adjustments for property characteristics, however these resulted in a net adjustment of 0%. The total gross adjustment applied to this comparable was 11%. The moderate level of gross adjustments required for this comparable indicates that it can be adequately relied upon for valuation of the subject. This comparable is given primary consideration as a value indicator for the subject.

Comparable 5 (\$1,510/Acre adjusted) required a total upward transaction adjustment of 2%. This comparable is adjusted upward for improving market conditions. This comparable required a total downward adjustment of -10% for property characteristics. The total gross adjustment applied to this comparable was 12%. The moderate level of gross adjustments required for this comparable indicates that it can be adequately relied upon for valuation of the subject. This comparable is given primary consideration as a value indicator for the subject.

Comparable 6 (\$1,354/Acre adjusted) required a total upward transaction adjustment of 3%. This comparable is adjusted upward for improving market conditions. This comparable required a total downward adjustment of -10% for property characteristics. The total gross adjustment applied to this comparable was 23%. The substantial level of gross adjustments required for this comparable was justified due to the comparable's varying attributes. Considering these factors, this comparable is given secondary consideration as a value indicator for the subject.

## Calculation of Value

The comparable land sales indicate an adjusted value range from \$610 to \$1,510/Acre, with a median of \$866/Acre and an average of \$985/Acre. Based on the results of the preceding analysis, Comparable 2 (\$610/Acre adjusted), Comparable 3 (\$833/Acre adjusted), Comparable 4 (\$703/Acre adjusted) and Comparable 5 (\$1,510/Acre adjusted) are given primary consideration for the subject's opinion of land value.

The following table summarizes the analysis of the comparables, reports the reconciled price per acre value conclusion, and presents the concluded value of the subject site.

Calculation of Land Value								
Comp	Analysis	Adjustment				Net	Gross	Overall
	Price	Transactional <sup>1</sup>	Adjusted	Property <sup>2</sup>	Final	Adj %	Adj %	Comparison
1	\$998	0%	\$997.77	-10%	<b>\$898</b>	-10%	20%	Secondary
2	\$604	1%	\$610.07	0%	<b>\$610</b>	1%	11%	Primary
3	\$917	1%	\$925.76	-10%	<b>\$833</b>	-9%	11%	Primary
4	\$696	1%	\$703.34	0%	<b>\$703</b>	1%	11%	Primary
5	\$1,645	2%	\$1,678	-10%	<b>\$1,510</b>	-8%	12%	Primary
6	\$1,461	3%	\$1,505	-10%	<b>\$1,354</b>	-7%	23%	Secondary
Low	<b>\$610</b>					Average		<b>\$985</b>
High	<b>\$1,510</b>					Median		<b>\$866</b>
Component		Subject Acres		\$/Acre Conclusion		Value		
Total Property		42.00	x	\$1,000	=	<b>\$42,000</b>		
<sup>1</sup> Cumulative <sup>2</sup> Additive						Rounded to nearest \$1,000		

## Adjustments To Land Value

As of the effective valuation date, the subject site was vacant, development ready and did not have any existing entitlements that would impact the raw land value. Based on analysis of the subject property, there were no value adjustments required in developing our opinion of the As-Is Market Value.

## Land Value Conclusion

The Sales Comparison Approach was utilized for valuation of the subject site, as it best reflects the decision-making of buyers and sellers of agricultural land in the local marketplace. The purpose of this appraisal is to develop an opinion of the As-Is Market Value of the subject property's fee simple interest. The following table conveys the final opinion of market value of the subject property that is developed within this appraisal report:

Our opinion of value reflects current conditions and the likely actions of market participants as of the date of value. It is based on the available information gathered and provided to us, as presented in this report, and does not predict future performance. Changing market or property conditions can and likely will have an effect on the subject's value.

Analysis of Value Conclusions	
Valuation Indices	As-Is Market Value
Interest Appraised	Fee Simple
Date of Value	June 5, 2025
Final Value Conclusion	<b>\$42,000</b>
Value/Acre	\$1,000
Exposure Time	9 to 12 Months
Marketing Period	9 to 12 Months

# Certification

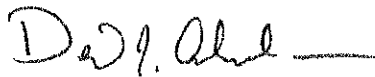
We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions of the signers are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The signers of this report has no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- David Abraham, MAI, SRA has performed no services, as an appraiser or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- The signers are not biased with respect to the property that is the subject of this report or to the parties involved with this assignment.
- The engagement in this assignment was not contingent upon developing or reporting predetermined results.
- The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* and the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute.
- David Abraham, MAI, SRA personally inspected the property that is the subject of this report. Bryce Birchmeier did not personally inspect the property that is the subject of this report.
- Bryce Birchmeier (Michigan Limited Real Estate Appraiser No. 1201078252) provided significant real property appraisal assistance to the appraisers signing the certification. Assistance included gathering, analyzing and reporting regional, local area, zoning, and tax information, confirming some of the comparable data, and assisting with portions of the valuation analysis.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report David Abraham, MAI, SRA completed the continuing education program for Designated Members of the Appraisal Institute.

**In Michigan, appraisers are required to be licensed and are regulated by the Michigan Departments of Licensing and Regulatory Affairs, P.O. Box 30018, Lansing, Michigan 48909.**



June 9, 2025

David Abraham, MAI, SRA  
Managing Director | VAS  
Certified General Real Estate Appraiser  
State of Michigan License #1205000512  
+1 734 674 9505  
david.abraham@colliers.com

Date



Managing Director | Michigan  
Valuation & Advisory Services

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Direct: +1 248 226 1872  
Mobile: +1 734 674 9505  
Fax: +1 248 226 1873  
colliers.com

400 W 4th Street  
Suite 350  
Royal Oak, MI 48067  
United States

## David J. Abraham, MAI, SRA

### Area of Expertise

David Abraham serves as the Managing Director of the state of Michigan for Colliers International Valuation & Advisory Services, which provides valuation and advisory services throughout the state of Michigan. He represents clients on a national basis and has provided real estate appraisal and consulting services since 1983. Recently, Mr. Abraham has focused on both apartment and hospitality valuation and has completed the valuation of over 30 hotel properties as well as over 5,000 multi-family housing units in the past 18 months.

Mr. Abraham is a Designated member of the Appraisal Institute, holding the MAI and SRA designations. He is experienced in the valuation easements, takings and partial interests, and has served as an expert witness in a variety of valuation cases involving commercial, industrial and residential properties. Mr. Abraham is regularly retained for his expertise in performing hotel valuations, market studies, and feasibility analyses, or to serve in an expert witness capacity for hotel and multi-family properties as well as matters regarding litigation, condemnation or tax appeals.

### Affiliations or Memberships

Designated Member of the Appraisal Institute, MAI and SRA designation

Certified General Appraiser - Michigan  
#1201000512

Certified General Appraiser - Ohio  
#ACGO.2014001729

### Education or Qualifications

Bachelor of Science in Business  
Administration, Siena Heights  
University, Adrian, MI

### State Certifications

Indiana

Maryland

Michigan

Minnesota

New York

Ohio

Tennessee

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
BUREAU OF PROFESSIONAL LICENSING  
P.O. BOX 30670  
LANSING, MI 48909

STATE OF MICHIGAN - DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
BUREAU OF PROFESSIONAL LICENSING  
CERTIFIED GENERAL REAL ESTATE APPRAISER  
LICENSE

DAVID JOHN ABRAHAM

LICENSE NO.	EXPIRATION DATE
1205000512	07/31/2025 23129130529

DAVID JOHN ABRAHAM  
400 W. 4TH STREET  
SUITE 250  
ROYAL OAK, MI 48067

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OR CALL (517) 241-0199

GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
BUREAU OF PROFESSIONAL LICENSING  
CERTIFIED GENERAL REAL ESTATE APPRAISER LICENSE

DAVID JOHN ABRAHAM

LICENSE NO.  
1205000512

EXPIRATION DATE  
07/31/2025

23129130529

THIS DOCUMENT IS DULY  
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THE STATE OF MICHIGAN



Valuation Associate  
Valuation & Advisory Services

bryce.birchmeier@colliers.com  
Mobile: +1 810 247 7533  
colliers.com

400 W 4th Street  
Suite 350  
Royal Oak, MI 48067  
United States

## Bryce Birchmeier, CPA

### Area of Expertise

Bryce Birchmeier is a Valuation Associate in the Detroit office, focusing on real estate valuation and advisory services. His experience has involved real estate valuations in 18 states. Bryce has appraised many types of commercial real estate including office, industrial, retail, multi-family, self-storage, and cannabis related properties. In addition, he has significant specialized experience in the valuation of Going Concerns with his CPA background.

### Affiliations or Memberships

Limited Real Estate Appraiser License  
Michigan - #1201078252

### Professional Background

After earning his Masters in 2019, Bryce began his career in public accounting at Ernst & Young where he reached the level of Audit Senior in 2021. He joined Colliers shortly thereafter where he has been working to obtain his Certified General Appraiser license and MAI designation.

### Appraisal Courses

- Basic Appraisal Principles
- Basic Appraisal Procedures
- Supervisor Trainee course for Michigan
- 2020-2021 15-hr National USPAP Course

### Education or Qualifications

Bachelor of Arts in Economics  
University of Michigan  
Ann Arbor, MI

Master of Accounting  
Ross School of Business  
University of Michigan  
Ann Arbor, MI

### State Certifications

Michigan Trainee

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
BUREAU OF PROFESSIONAL LICENSING  
P.O. BOX 30670  
LANSING, MI 48909

1201078252APP22

STATE OF MICHIGAN - DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
BUREAU OF PROFESSIONAL LICENSING  
LIMITED REAL ESTATE APPRAISER LICENSE

BRYCE BIRCHMEIER

LICENSE NO.	EXPIRATION DATE
1201078252	07/31/2025 23170170640

BRYCE BIRCHMEIER  
707 ROYAL AVE  
ROYAL OAK, MI 48073

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ADDRESS CHANGES TO THE DEPARTMENT OF LICENSING AND  
REGULATORY AFFAIRS BY EMAILING [BPLHELP@MICHIGAN.GOV](mailto:BPLHELP@MICHIGAN.GOV)  
OR CALL (517) 241-0199

GRETCHEN WHITNER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
BUREAU OF PROFESSIONAL LICENSING  
LIMITED REAL ESTATE APPRAISER LICENSE

BRYCE BIRCHMEIER

LICENSE NO.  
1201078252

EXPIRATION DATE  
07/31/2025

23170170640

THIS DOCUMENT IS DULY  
ISSUED UNDER THE LAWS OF  
THE STATE OF MICHIGAN

# LETTER OF INTENT

## Letter of Intent

July 21, 2025

This Letter of Intent outlines the non-binding basic terms and conditions upon which RSB Holdings, LLC (on behalf of a to be formed entity) ("**Purchaser**") proposes to enter into a definitive and formal Purchase and Sale Agreement (the "**PSA**") with the City of Plymouth ("**Seller**") to purchase the property referenced below.

**PROPERTY:** Land and improvements known as 7511 Chubb Road, Northville, Michigan 48168, (the "**Property**").

**PURCHASE PRICE:** \$42,000.00 in cash at closing of the transaction ("**Closing**")

**PURCHASE AND** Seller to prepare initial draft of the PSA prior to the expiration of the Inspection Period.

**INSPECTION PERIOD:** The Inspection Period shall expire one hundred eighty (180) days after the date of this letter. During this period, Purchaser may inspect the Property as Purchaser may deem prudent and advisable.

If for any reason, Purchaser determines prior to the expiration of the Inspection Period that the Property is not suitable for Purchaser's intended use, Purchaser shall so inform Seller in writing and neither party shall have any further obligation to the other.

Notwithstanding anything contained herein to the contrary, any on-site inspections of the Property shall only be done upon no less than three (3) days prior written notice to the Seller and, prior to entry into the Property, Purchaser shall provide Seller with a copy of a general liability insurance policy under terms reasonably acceptable to the Seller, naming Seller as an additional insured and loss payee on such policy.

Purchaser shall not do any invasive testing of the Property, except as may be recommended by an environmental consultant and upon prior written consent of the Seller.

**TITLE /SURVEY:** Seller shall deliver a title commitment within thirty (30) days after the date of this letter. Purchaser, at Purchaser's expense, may order a new ALTA/ASCM survey of the Property.

# LETTER OF INTENT

Page 2 of 3

CLOSING	The Closing will occur fifteen (15) days after the expiration of the Inspection Period.
PRORATIONS:	Appropriate taxes, assessments, and other applicable items shall be prorated as of the day of closing in accordance with local custom (as verified by the Title Company). After closing, Purchaser shall be responsible for the future installments of any special assessments.
CLOSING COSTS:	Purchaser shall be solely responsible for all recording fees, the cost of any survey, any transfer taxes, the cost of the Owner's Policy, any escrow fees, any endorsements for the Owner's Policy and costs of its inspections.
POSSESSION:	Provided to Purchaser at Closing.
NON-BINDING:	This letter of intent is intended only to express an interest to purchase and sell the Property and is not binding on either party. The parties intend that neither shall have any contractual obligations or liabilities to the other with respect to the matters referred to herein unless and until a definitive agreement has been fully-executed. The parties agree that the proposals contained herein (i) are not intended to create any agreement or obligation by either party to negotiate a definitive agreement, and (ii) impose no duty whatsoever on either party to negotiate or continue negotiations, including, without limitation, any obligation to negotiate in good faith or in any way other than at arm's length.
REPRESENTATIONS AND WARRANTIES:	The PSA shall only contain representations and warranties from Seller with respect to standard municipal authority and, at Closing, agrees to accept the Property in its then current "as is, where is" condition. Purchaser further acknowledges that the Property was formerly used as a landfill.
NON-DISCLOSURE AGREEMENT	Notwithstanding anything contained herein to the contrary, the obligations of the confidentiality agreement previously entered into by the parties shall continue until the earlier of the closing

# LETTER OF INTENT

on the sale of the Property or two (2) years from expiration of the Inspection Period.

## INDEMNIFICATION:

Purchaser agrees to protect, indemnify, defend, and hold Seller, its members, commissioning, and affiliates and each of their respective officers, directors, employees, agents, successors, and assigns (collectively the "**Indemnified Parties**") harmless from and against any claims for liabilities, losses, expenses (including reasonable attorneys' fees), damages, or injuries actually incurred by any of the Indemnified Parties arising out of, resulting from, relating to, or connected with: (a) any inspections or testing of the Property by Purchaser or its agents, representatives, contractors, or employees; and (b) any breach or violation of the provisions of this Agreement. The foregoing indemnity shall survive the termination of the Purchase Agreement.

## SELLER:

City of Plymouth

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## PURCHASER:

RSB Holdings, LLC,  
a Michigan limited liability company

By: RSB \_\_\_\_\_

Name: Randy Blackman

Title: Owner

**Sample Resolution**

The following resolution was offered by Commissioner \_\_\_\_\_ and seconded by  
Commissioner\_\_\_\_\_.

WHEREAS       The City of Plymouth does own a former landfill located at 7511 Chubb Road, Northville, MI  
48168, that ceased operation in 1971, and

WHEREAS       The City of Plymouth has had discussions with RSB Holdings, LLC, on a potential purchase of  
the property, for use as a mulch production and storage facility, and

WHEREAS       RSB Holdings, LLC has signed the enclosed Letter of Intent (LOI), and the City of Plymouth  
Brownfield attorney has reviewed and approved the same, and

WHEREAS       The Letter of Intent is for a 180-day period, is non-binding, and non-exclusive, and provides  
the purchaser with the ability to begin due diligence on the property as outlined in the  
document,

WHEREAS       A formal Purchase and Sale Agreement (PSA) will be drafted in advance of the expiration of  
the Letter of Intent expiration to be considered by the purchaser and the city commission at a  
later date,

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth City Commission approves the Letter of Intent  
and authorizes the mayor to execute the same on behalf of the city.



## Administrative Recommendation

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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 - Direct TV Metro Act Right of Way Permit 08-04-25.docx  
Date: August 1, 2025  
RE: Metro Act - Direct TV Local Franchise Agreement

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### Background

The City Commission is aware that several years ago AT&T lobbied the State Legislature extremely hard and over the objections of the Michigan Municipal League for the right to eliminate the local control over rights of way.

We have received a request from Direct TV for a Uniform Video Service Local Franchise Agreement under the terms of the State "METRO ACT." This is a permit to place/operate telecommunications equipment in the city Right of Way. This request has been reviewed by the City Attorney and under the terms of the law, we must approve the request.

### RECOMMENDATION:

The State Legislature has provided no real opportunity for the local units of government to have input or negotiate aspects of this contract. The City Commission must approve the contract, or it is automatically approved under state law. So, based on the very effective job that lobbyists did of enacting legislation, we are recommending that the City Commission approve the request for a five-year permit extension.

We have attached a proposed Resolution for the City Commission to consider regarding this matter. Please keep in mind that if the City Commission takes no action or tables this matter, then it will automatically be approved in accordance with the state law.



Scott J. Alexander  
Senior Director – External Affairs  
2260 E. Imperial Highway  
El Segundo, California 90245  
(214) 202-3185  
scott.alexander@directv.com

July 11, 2025

**Via e-mail delivery**

City of Plymouth, MI

Dear City Officials:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") and the April 16, 2009 Order of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, DIRECTV, LLC ("DIRECTV"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Renewed Agreement") by and between the City of Plymouth, a Michigan municipal corporation (the "Franchising Entity") and DIRECTV (the "Provider"). The enclosed Renewed Agreement will have the effect of continuing in place the current terms and conditions in the Uniform Video Service Local Franchise Agreement between DIRECTV and the City of Plymouth, which was originally completed with AT&T Michigan ("Initial Agreement"). In 2021, that agreement was transferred from AT&T Michigan to DIRECTV, LLC.

The enclosed filing follows the standard form agreement per the MPSC. The Renewed Agreement continues the video service provider fee of 5.0% and a PEG fee of 0.0% provided to the City.

Please feel free to contact me with any questions about the agreement.

Best regards,

A handwritten signature in black ink, appearing to read "Scott J. Alexander". The signature is fluid and cursive, with a long horizontal line extending from the end.

Scott J. Alexander  
Senior Director – External Affairs

## UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of Plymouth, a Michigan municipal corporation (the "Franchising Entity"), and DIRECTV, LLC, a California corporation doing business as DIRECTV, LLC.

### I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

## **II. Requirements of the Provider**

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
  - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

## **III. Provider Providing Access**

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
  - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
  - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
  - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
  - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
  - iv. Natural disasters
  - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

#### **IV. Responsibility of the Franchising Entity**

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
  - ii. Access to a building owned by a governmental entity.
  - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

## **V. Term**

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**, or the parties may mutually agree to a shorter renewal period.

## **VI. Fees**

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
  - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
  - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5.0 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
  - 1. **Gross revenues shall include all of the following:**
    - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
    - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
    - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
    - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
    - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
    - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
  - 2. **Gross revenues do not include any of the following:**
    - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
    - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
  - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
  - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
  - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
  - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
  - viii. Sales of capital assets or surplus equipment.
  - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
  - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
  - F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
  - G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
  - H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
  - I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
  - J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
  - K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## **VII. Public, Education, and Government (PEG) Channels**

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

### **VIII. PEG Fees**

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
  - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount \_\_\_\_\_) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
  - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 0.00 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
  - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is \_\_\_\_\_% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
  - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

### **IX. Audits**

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

## **X. Termination and Modification**

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XI. Transferability**

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

## **XII. Change of Information**

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XIII. Confidentiality**

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:  
    "[Insert PROVIDER'S NAME]  
    [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

## **XIV. Complaints/Customer Service**

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

## **XV. Notices**

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

*If to the Franchising Entity:*  
(must provide street address)

*If to the Provider:*  
(must provide street address)

**City of Plymouth:**

**DIRECTV, LLC**

201 S. Main Street

2260 E. Imperial Highway

Plymouth, MI 48170

El Segundo, California 90245

Attn:  
Cc:

Attn: LEGAL / EXTERNAL AFFAIRS  
Scott J. Alexander, Senior Director – External Affairs

**E-Mail Address(es):**

E-Mail Address: scott.alexander@directv.com

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

## **XVI. Miscellaneous**

- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.**
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.**

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

**City of Plymouth, a Michigan municipal corporation**

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

**DIRECTV, LLC, a California limited liability company**

By

Print Name

Scott J. Alexander

Title

Senior Director – External Affairs

Address

2260 E. Imperial Highway

City, State, Zip

El Segundo, California 90245

Phone

(214) 202-3185

Fax

None

Email

scott.alexander@directv.com

**FRANCHISE AGREEMENT**

*(Franchising Entity to Complete)*

Date submitted:

Date completed and approved:

## **ATTACHMENT 1**

### **UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)**

Date: July 11, 2025		
Applicant's Name: DIRECTV, LLC		
Address 1: 2260 E. Imperial Highway		
Address 2:		Phone: (310) 612-6886
City: El Segundo	State: California	Zip: 90245
Federal I.D. No. (FEIN): 95-4511940		

#### **Company executive officers:**

Name(s): Brian M. Regan
Title(s): Senior Vice President and Assistant Secretary

#### **Person(s) authorized to represent the company before the Franchising Entity and the Commission:**

Name: Scott J. Alexander or his designee(s)		
Title: Senior Director - External Affairs		
Address: 2260 E. Imperial Highway, El Segundo, California 90245		
Phone: (214) 202-3185	Fax: None	Email: scott.alexander@directv.com

**Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)**

SEE ATTACHED MAP LABELED AS ATTACHMENT A

The Video Service Area Footprint is set forth in a map, attached as Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of wire centers or exchanges serving the City of Plymouth, and such boundaries are overlaid onto a map with the municipal boundaries of the City of Plymouth.

[**Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

**Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).**

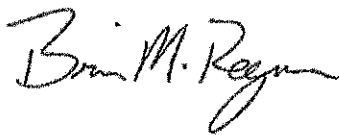
**For All Applications:**

***Verification  
(Provider)***

I, Brian M. Regan, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

*Name and Title (printed):* Brian M. Regan, Senior Vice President and Assistant Secretary

*Signature:*



*Date:* July 11, 2025

***(Franchising Entity)***

**City of Plymouth, a Michigan municipal corporation**

By

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

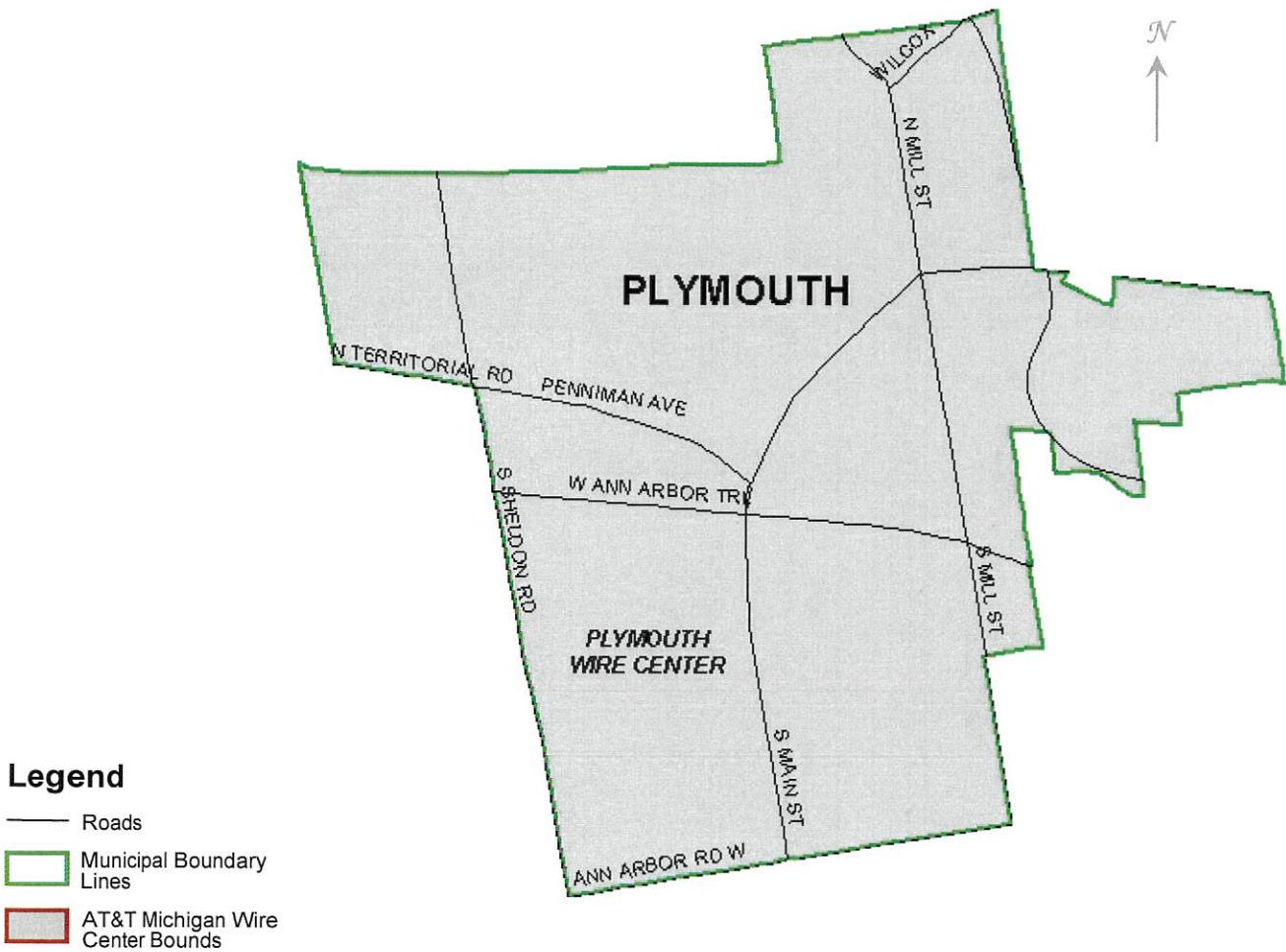
\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

Plymouth, Michigan



**Note:** The street names of certain municipal boundary lines may not appear.

## RESOLUTION

The following Resolution was offered by Comm. \_\_\_\_\_ and seconded by  
Comm. \_\_\_\_\_.

WHEREAS Direct TV Michigan has applied for a five-year extension of their METRO ACT Permit,  
and

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

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby  
authorize a Franchise Agreement 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.