



Plymouth City Commission

Regular Meeting Agenda

Monday, August 2, 2021 7:00 p.m.

K of C PARK [Firehouse Playground] (Spring & N. Holbrook)

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

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

Join Zoom Webinar - <https://us02web.zoom.us/j/85732345041> Webinar ID: 857 3234 5041 Passcode – 290525

International numbers available: <https://us02web.zoom.us/j/kdsMLZanaM>

Statement on explanation of the reason why the public body is meeting electronically:

On March 10, 2020, the Governor of the State of Michigan declared a State of Emergency across the State of Michigan. As a part of the response to that emergency certain changes were deemed to be reasonable and necessary to protect the public health, safety, and welfare. Due to the on-going emergency situation the Michigan Department of Public Health and Human Services has recently made certain rules about gathering in groups of people. Further, the Michigan Legislature passed legislation to temporarily suspend certain rules, regulations and procedures related to the physical presence at meetings and hearings of public bodies and other governmental entities in Michigan. These public bodies and entities must continue to conduct public business during this emergency. Recently passed legislation has made it possible for public boards to meet electronically. Due to the Public Health declarations the City of Plymouth will have its Boards and Commissions meet electronically as permitted under the newly enacted law that is known as SB1108.

1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call
- c. Proclamation – Constitution Week

2. CITIZENS COMMENTS

3. APPROVAL OF THE AGENDA

4. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of July 19, 2021 City Commission Regular Meeting Minutes
- b. Special Event: Plymouth Ghosts Cemetery Walk Fundraiser, Saturday, October 23, 2021
- c. Special Event: Sun & Snow Ski and Snowboard Swap, November 19-21 and December 10-12, 2021
- d. Special Event: Christmas in Plymouth/Mistletoe Market, Thursday, December 2, 2021

5. COMMISSION COMMENTS

6. OLD BUSINESS

7. NEW BUSINESS

- a. Traffic Control Order No. 21-2
- b. Intergovernmental Agreement Between Oakland County & City of Plymouth - CLEMIS I.T. Services
- c. Massey Field Lighting Bid Award

8. REPORTS AND CORRESPONDENCE

- a. Liaison Reports
- b. Appointments

9. ADJOURNMENT

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.

Persons with disabilities needing assistance with this should contact the City Clerk's office at 734-453-1234 Monday through Friday from 8:00 a.m.-4:30 p.m., at least 24 hours prior to the meeting. An attempt will be made to make reasonable accommodations.

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.

City of Plymouth Strategic Plan 2017-2021

GOAL I - QUALITY OF LIFE

OBJECTIVES

Support the neighborhoods with high-quality customer service
Engage in collaboration with private entities and surrounding municipalities to implement the Joint Recreation Master Plan
Improve communication with the public across multiple platforms
Maintain a high level of cleanliness throughout the City
Support and host a diverse variety of events that foster community and placemaking

ONE-YEAR TASKS 2021

Restore sports and recreational programs that were halted by COVID-19 as soon as possible
Review and evaluate the special event policy with safety considerations
Address challenges with the Kellogg Park improvements with safety considerations
Move Kellogg Park Fountain project forward
Continue to re-engage service clubs to help enhance parks and public properties
Increase followers by 2,000 on all our communications platforms
Develop an internal and external communications plan
Upgrade City Hall facilities to accommodate remote meetings and remote participation
Continue investigating multi-modal transportation opportunities
Revisit noise ordinance

GOAL II - FINANCIAL STABILITY

OBJECTIVES

Approve balanced budgets that maintain fiscal responsibility
Advocate for increased revenue sharing with the State of Michigan
Encourage and engage in partnerships, both public and private, to share costs of services and equipment
Address the issue of legacy costs
Seek out and implement efficient and effective inter-departmental collaboration
Market our successes to attract new economic and investment opportunities

ONE-YEAR TASKS 2021

Identify mechanisms for funding sources for capital improvement projects
Increase funding to the Public Improvement Fund
Create a potential package for financing emergency structural repairs
Develop a comprehensive asset management plan that includes a review of the equipment fleet
Search out other possible revenue streams through continued association with the CWW and the MML
Develop a financial plan for public safety
Continue to make extra payments towards legacy costs
Monitor outside influences on our revenue sources, including unfunded mandates, the 35th District Court and the PCCS
Negotiate three labor contracts

GOAL III - ECONOMIC VITALITY

OBJECTIVES

Continue to support and improve active, vibrant downtown branding
Support community and economic development projects and initiatives
Support a mix of industrial, commercial and residential development
Reference the Master Plan in economic decision-making

ONE-YEAR TASKS 2021

Complete Saxton's development
Develop municipal parking lot at Saxton's site
Support development of 23 parcels adjacent to the Starkweather School property
Continue to administer the grant and the brownfield plan to support the Pulte project's completion
Finish Redevelopment Ready Community (RRC) certification by the end of the 2021
Develop an annual training calendar for the Planning Commission, the Historic District Commission, the Zoning Board of Appeals and the DDA, and identify a funding source
Implement temporary plans to assist businesses in recovery efforts

GOAL IV - SERVICE AND INFRASTRUCTURE

OBJECTIVES

Support administration and staff by providing professional development opportunities, supplying resources, and maintaining a commitment to recruitment, retention, succession planning
Support and deliver safe and responsive emergency services
Maintain a sophisticated and responsive technology to communicate and manage data
Continually record, maintain, update, and improve City infrastructure

ONE-YEAR TASKS 2021

Explore enhanced pedestrian safety opportunities into targeted intersections
Research funding opportunities for ADA compliance at the PCC
Implement 2021 infrastructure program
Continue training for future career development and succession planning
Conduct a traffic study to determine whether to make additional streets one way
Update mapping resources including parcel data, completing **50%** by the end of the year
Update/replace current technology to ensure compliance with new regulations, rules, and operating systems
Revisit paid parking

Proclamation

Whereas, The Constitution of the United States of America secures the blessing of liberty for all Americans and embodies the principles of limited government in a Republic dedicated to rule by law; and

Whereas, September 17, 2021, marks the two hundred, thirty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and the memorable anniversary of its creation; and

Whereas, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States designating September 17 through 23 as Constitution Week.

Now, Therefore, I, Oliver Wolcott, Mayor of the City of Plymouth, do hereby proclaim September 17 through 23, 2021, to be

Constitution Week

In the City of Plymouth, and ask our citizens to reaffirm the ideals the framers of the Constitution had in 1787.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Plymouth to be affixed hereto this Second Day of August of the Year of Our Lord Two-Thousand Twenty-One, and of the Independence Two Hundred Forty-Five.

Oliver Wolcott, Mayor
City of Plymouth, Michigan



City of Plymouth
City Commission Regular Meeting Minutes
Monday, July 19, 2021 - 7:00 p.m.
In-Person at Hough Park (Maple/Evergreen) and Online Webinar

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

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

1. CALL TO ORDER

- a. Mayor Wolcott called the meeting to order at 7:00 p.m., followed by the Pledge of Allegiance.
- b. Roll Call

Present: Mayor Oliver Wolcott, Mayor Pro Tem Nick Moroz, Commissioners Suzi Deal, Ed Krol, Kelly O'Donnell, Tony Sebastian and Marques Thomey

Also present: City Manager Paul Sincok, Attorney Robert Marzano, and various members of the City administration

2. CITIZENS COMMENTS

Margaret Caveney, 235 Adams, lived across from PARC [650 Church] and expressed concern about gathering/driving in parking lot and other suspicious activity happening.

Mark Malcolm, 1364 Maple, agreed with the concerns.

Sincok advised that the police department is aware has met with PARC. Sincok also stated that PARC is private property and any disturbances or possible suspicious and/or illegal activity must be reported to the Plymouth City Police Department so they can respond. It is important to have a record of incidences.

3. APPROVAL OF THE AGENDA

Thomey offered a motion, seconded by Moroz, to approve the agenda for Monday, July 19, 2021.

There was a roll call vote.

Yes: Sebastian, Deal, Krol, Moroz, O'Donnell, Thomey, Wolcott

MOTION PASSED 7-0

4. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of July 6, 2021 City Commission Regular Meeting Minutes
- b. Approval Of June 2021 Bills

Moroz offered a motion, seconded by Krol, to approve the consent agenda.

There was a roll call vote.

Yes: Sebastian, Deal, Krol, Moroz, O'Donnell, Thomey, Wolcott

MOTION PASSED 7-0

5. COMMISSION COMMENTS

Krol - Art in Park was a great event.

Sebastian – Bumpers Bike & Bands event took place in Old Village yesterday. Spectacular event was filled up within 10 minutes of opening.

Deal – Asked Ellen how the Penn Theater opening went. Ellen commented that it was a little slow, but it was a nice opening event. Thursday, Friday, Saturday have 7:00 p.m. shows and Sunday is 5:00 p.m. The next two weekends will be no cost.

Moroz – Thanked staff for setting up the park meetings. Also thanked PARC, Friends of the Rouge and Eagle for the rain gardens.

O'Donnell – Keep Plymouth Leafy and DMS mulched the park prior to the meeting and will be out doing the same at the upcoming City Commission park meeting at Firehouse Park on August 2.

Thomey – Also thanked DMS and the City for getting the meeting set up. Ribbon cutting for caboose at museum was a great event that had been delayed due to COVID.

Wolcott – Agreed with all comments and encouraged residents to continue activities to get back to normal and also continue to go out and support businesses.

6. OLD BUSINESS

There was no old business.

7. NEW BUSINESS

- a. Starkweather School Development – Amendment & Rezone to P.U.D. – Final Reading
The following resolution was offered by Moroz and seconded by Sebastian.

RESOLUTION 2021-61

WHEREAS The City Commission of the City of Plymouth has held a First and Second Reading of the proposed PUD amendment and rezoning for the project located at 550 N. Holbrook; and

WHEREAS The City Commission is aware that the City of Plymouth Planning Commission has granted approval of the PUD amendments to Curtis Building-Plymouth, LLC for the Starkweather School PUD which would require a portion of the property located at 409 Plymouth Rd. to be rezoned from O-2 (Office) to PUD and added to the PUD site plan; and

WHEREAS The PUD Plan as approved meets the requirements for rezoning including the provision of a public benefit as satisfied by the preservation and refurbishment of the nearly 90-year-old Starkweather School into up to 24 apartments.

NOW, THEREFORE BE IT RESOLVED that the City Commission of the City of Plymouth does hereby accept the proposed amendment, to the approved PUD Plan, and to the Zoning Ordinance via the amended Zoning Maps of the City of Plymouth for the parcel located at 550 N. Holbrook by rezoning a small portion of the property located at 409 Plymouth Rd. from O-2 to PUD on the zoning maps of the City of Plymouth.

Ellen Elliot of 404 Irvin supported the amendment & rezoning.

Moroz commended the Planning Commission for their work on this.

Sebastian noted this would be a nice addition to the area.

O'Donnell had concerns with parking spaces and developer deviating from what the City has approved, but will support the project.

Wolcott agreed with all the comments and supports approval.

There was a roll call vote.

Yes: Sebastian, Deal, Krol, Moroz, O'Donnell, Thomey, Wolcott

MOTION PASSED 7-0

b. Starkweather School Development – PUD Amendment Agreement
The following resolution was offered by Krol and seconded by Moroz.

RESOLUTION 2021-62

- WHEREAS The City Commission of the City of Plymouth has held a First and Second Reading of the proposed PUD Amendment and rezoning for the project located at 550 N. Holbrook and approved the rezoning and plan amendments; and
- WHEREAS The City administration has worked with the developer to develop the First Amendment to the PUD Agreement as presented specifically referencing the approved amendments; and
- WHEREAS The First Amendment to the PUD Agreement will be recorded with Wayne County and run with land as binding.

NOW, THEREFORE BE IT RESOLVED that the City Commission of the City of Plymouth does hereby accept and approve the First Amendment to the PUD Agreement for the project located at 550 N. Holbrook.

NOW, BE IT FURTHER RESOLVED that the City Commission authorizes the Mayor to execute the First Amendment to the PUD Agreement on behalf of the City of Plymouth.

Krol drove the area and believes it will be a nice development.

There was a roll call vote.

Yes: Sebastian, Deal, Krol, Moroz, O'Donnell, Thomey, Wolcott

MOTION PASSED 7-0

c. MML Annual Meeting

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

RESOLUTION 2021-63

- 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 Mayor Oliver Wolcott 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 Commissioner Tony Sebastian as the voting alternate to the Michigan Municipal league Annual Convention Meeting.

Krol commented that he has attended two of these and they are really good and should be enjoyable.

There was a roll call vote.

Yes: Sebastian, Deal, Krol, Moroz, O'Donnell, Thomey, Wolcott

MOTION PASSED 7-0

c. Authorization to Hire – Finance Department

The following motion was offered by Thomey and seconded by Moroz.

RESOLUTION 2021-64

WHEREAS The City Commission passed a hiring ordinance that requires that the City Administration seek prior and express approval before any full time hiring; and

WHEREAS The City Administration has requested prior and express approval for the hiring of a Deputy Finance Director/Deputy Treasurer for the City of Plymouth.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby grant prior and express approval for the hiring of a full time Deputy Finance Director/Deputy Treasurer.

There was a roll call vote.

Yes: Sebastian, Deal, Krol, Moroz, O'Donnell, Thomey, Wolcott

MOTION PASSED 7-0

d. Tax Foreclosed Property in Wayne County – Right of First Refusal to Purchase

The following motion was offered by Moroz and seconded by Sebastian.

RESOLUTION 2021-65

WHEREAS The Wayne County Treasurer's Office has notified the City of Plymouth that two properties located at 0 Blanche Street (tax ID #008-05-0119-000) and 540 W. Ann Arbor Road (tax ID #011-99-0048-000) have been placed in tax foreclosure for taxes levied in 2018 and earlier; and

WHEREAS Under the provisions of Michigan Public Act 123 of 1999, the City of Plymouth has the right to acquire such properties for public purposes prior to public auction for the offering prices of \$1,973.14 and \$4,238.69 respectively; and

WHEREAS The City Commission deems that it is NOT in the best interest of the City of Plymouth to acquire such properties at this time.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby REJECT the right of first refusal to acquire the above referenced properties as contained in the offering letter from the Office of the Wayne County Treasurer.

There was discussion of pros and cons among the group regarding possible uses of either of the properties, potential sponsorships from local organizations, cost vs benefit to the City and how it fits with the City's Strategic Plan.

There was a roll call vote.

Yes: Deal, Moroz, O'Donnell, Thomey, Wolcott

No: Sebastian, Krol

MOTION PASSED 5-2

f. 2021 Infrastructure Plan – Harvey St. Easements

The following motion was offered by Thomey and seconded by Moroz.

RESOLUTION 2021-66

WHEREAS The City of Plymouth plans to rebuild Harvey Street in the area of Penniman to Ann Arbor Trail, as well as to make improvements to the underground infrastructure in the construction area; and

WHEREAS In order to complete the project in accordance with various state, federal and local standards it is necessary to obtain certain easement documents to allow the City to proceed with the project as planned.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize obtaining certain temporary and permanent easements from private property owners to accommodate the project. Further, the Mayor is hereby authorized to sign said easements on behalf of the City of Plymouth. All proposed easements will be hereby attached to the official meeting minutes of this City Commission meeting.

There was a roll call vote.

Yes: Sebastian, Deal, Krol, Moroz, O'Donnell, Thomey, Wolcott

**proposed easements begin on next page*

MOTION PASSED 7-0

g. 2021 Infrastructure Plan – Harvey St. Construction Contract

The following motion was offered by Krol and seconded by Moroz.

RESOLUTION 2021-67

WHEREAS The City of Plymouth operates a roadway system to maintain the public health, safety and welfare; and

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

WHEREAS The voters approved a Road Bond for the improvement of our streets; and

WHEREAS The City Commission has already approved the design phase of an Infrastructure Improvement program for Harvey Street and certain improvements to the water and sewer systems.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a change order for the contract with Pro-Line Asphalt in the amount of \$1,668,495.00 for a unit-based contract with Pro-Line Asphalt for the 2021 Infrastructure Program for Harvey Street based on the City Engineer's Recommendation Letter of July 15, 2021.

BE IT FURTHER RESOLVED THAT the City Commission does hereby authorize construction Engineering costs for administration, construction staking, materials testing costs and final as built drawing costs with Wade-Trim of up to \$143,000.00 for the 2021 Harvey Street Infrastructure Program.

BE IS STILL FURTHER RESOLVED THAT the City Commission does hereby authorize construction contingency of \$100,000.00 for the Harvey Street Improvement Program.

Wolcott commended all involved for their work on this project.

Thomey confirmed with engineer that record drawings will be in GIS.

There was a roll call vote.

Yes: Sebastian, Deal, Krol, Moroz, O'Donnell, Thomey, Wolcott

MOTION PASSED 7-0

EASEMENT FOR SIDEWALK, TRAFFIC SIGNAL & PEDESTRIAN CROSSING ASSETS AND PUBLIC UTILITIES

PARCEL/LOT & SUBN. LOT 10 ASSESSOR'S PLYMOUTH PLAT NO. 1

SIDWELL NO. 49-009-04-0010-000

Commonly known as: 908 Penniman

THIS INDENTURE made the _____ day of _____ A.D. 20____ between PATRICK AND CARRIE LLC party of the first part, and the City of Plymouth, 201 South Main Street, Plymouth, MI 48170-1688a Municipal Corporation, of the County of Wayne, State of Michigan, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, do, by these presents, grant unto the said party of the second part, its successors, and assigns, an easement for the purpose of access to install and maintain lines and connections and equipment therefor, in, unto, and upon that certain piece of land situated in the City of Plymouth, County of Wayne, and State of Michigan, to-wit:

Easement Description: EXHIBIT "A"

Easement Shown: EXHIBIT "B"

PROVIDED: That the granting of the above easement does not vest in the party of the second part authority to use any portion of the said property for purposes other than herein designated: Provided, also, that this easement shall continue for such period of time as the said party of the second part, their successors, and assigns, shall maintain said lines to provide to the local community.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

CITY:

OWNER:

STATE OF MICHIGAN }
 } SS
COUNTY OF _____ }

On this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for said County, personally appeared:

_____ and _____
to me known to be the same persons described in and who executed the within instrument, and who have acknowledged the same to be their free act and deed.

INSTRUMENT DRAFTED BY:

Notary Public, _____ County, Michigan

My commission expires _____

WHEN RECORDED RETURN TO:

City of Plymouth
201 South Main Street
Plymouth, MI 48170-1688
Attention: Ms. Maureen Brodie, Clerk

This instrument is exempt from the Michigan transfer tax pursuant to Section 5(a), being MCLA 207.505 and Section 6(a), being MCLA 207.526.

EXHIBIT "A"

LEGAL DESCRIPTION: (49-009-04-0010-000)

908 PENNIMAN

LOT 10, ASSESSOR'S PLYMOUTH PLAT NO.1 AS RECORDED IN LIBER 63, PAGE 10 OF PLATS, WAYNE COUNTY, RECORDS.

(SOURCE: WARRANTY DEED, AS RECORDED IN LIBER 48740, PAGE 729, WAYNE COUNTY RECORDS.)

EASEMENT DESCRIPTION:

A TRIANGULAR PORTION OF LAND FOR SIDEWALK PURPOSES, BEING A PART OF LOT 10, "ASSESSOR'S PLYMOUTH PLAT NO.1", OF PART OF N.E. 1/4 OF S.E. 1/4 OF SEC. 27, T.1S., R.8E., LYING N. OF PENNIMAN AVE., PLYMOUTH VILLAGE (NOW CITY OF PLYMOUTH), WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 63, PAGE 10 OF PLATS, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 10; PROCEEDING THENCE NORTHWEST ALONG THE SOUTH LOT LINE 12.50 FEET, SAID SOUTH LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF PENNIMAN AVE (66 FEET WIDE); THENCE NORTHEAST TO A POINT ON THE EAST LINE OF SAID LOT 10, 12.50 FEET NORTHEAST OF THE SOUTHEAST CORNER OF SAID LOT 10, SAID EAST LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF HARVEY STREET (VARIABLE WIDTH); THENCE SOUTHWEST ALONG THE EAST LINE OF SAID LOT 10, 12.50 FEET TO THE POINT OF BEGINNING, CONTAINING 77.72 SQUARE FEET, MORE OR LESS, AND BEING SUBJECT TO THE SENIOR RIGHTS OF EXISTING EASEMENTS, IF ANY.

FOR:

CITY OF PLYMOUTH
PROPOSED EASEMENT
PROJECT PARCEL #1

PIN:49-009-04-0010-000

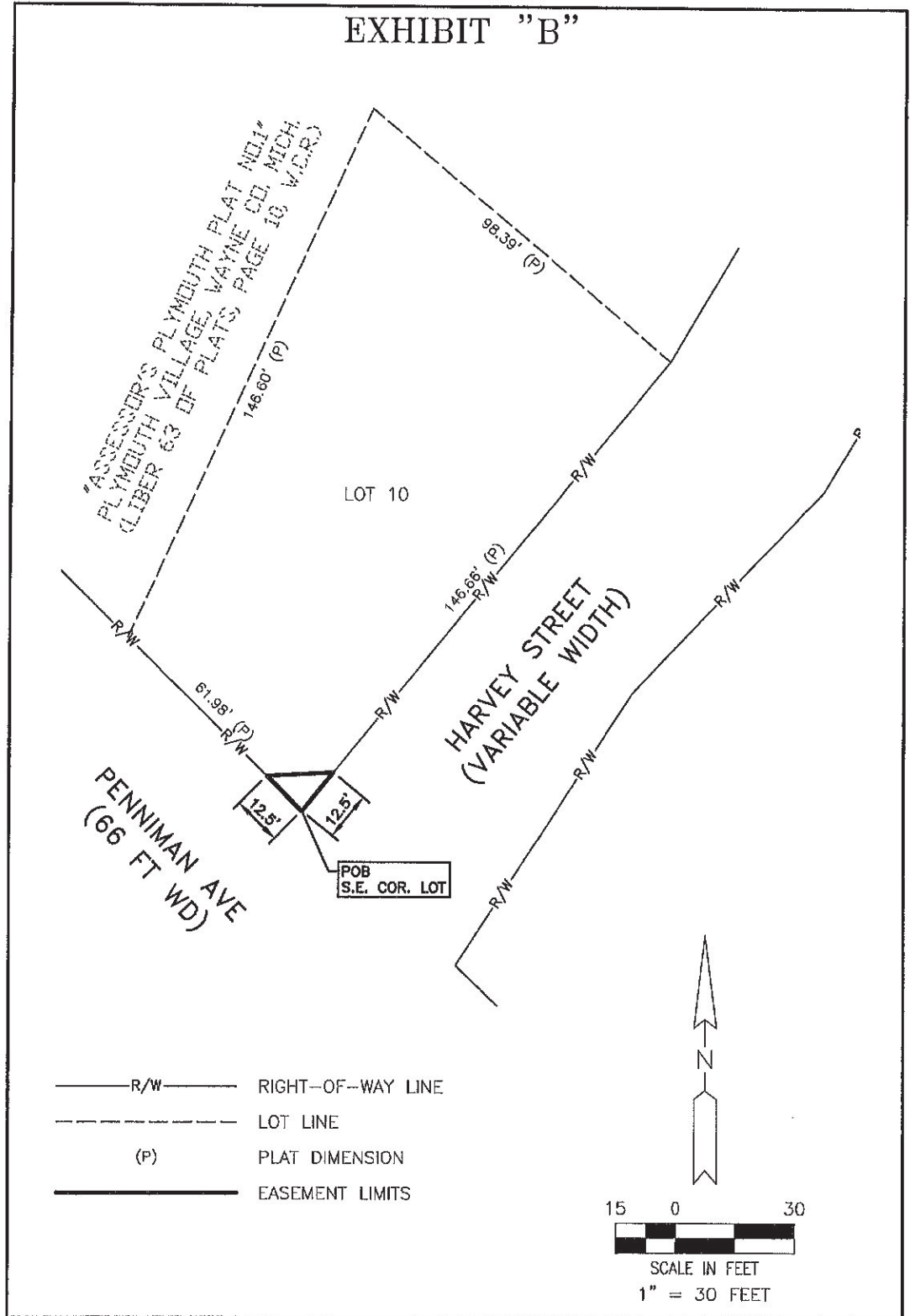


26251 Northline Rd.
Taylor, MI 48180
734.947.9700
www.wadetrim.com

SEC. 27 , T.1S. , R.8E.	
BOOK #:	PAGE #:
DR BY: RDCT	COMP BY: RDCT
CK BY: SAW	SRVY BY: -
JOB #:	PLY2124-01T
DATE: 7-9-21	SHEET: 1 OF 2

© Wade Trim Group, Inc.

EXHIBIT "B"



FOR:
CITY OF PLYMOUTH
PROPOSED EASEMENT
PROJECT PARCEL #1
PIN:49-009-04-0010-000

WADE TRIM
26251 Northline Rd.
Taylor, MI 48180
734.947.9700
www.wadetrtrim.com

SEC. 27	T.1S.	R.8E.
BOOK #:	-	PAGE #:
DR BY:	RDCT	COMP BY: RDCT
CK BY:	SAW	SRVY BY: -
JOB #:	PLY2124-01T	
DATE:	7-9-21	SHEET: 2 OF 2

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EASEMENT FOR SIDEWALK, TRAFFIC SIGNAL & PEDESTRIAN CROSSING ASSETS AND PUBLIC UTILITIES

PARCEL/LOT & SUBN. LOT 338 EXCEPT THE SLY 50 FT THEREOF ASSESSOR'S PLYMOUTH PLAT NO. 13

SIDWELL NO. 49-009-03-0338-001

Commonly known as: 905 Penniman

THIS INDENTURE made the _____ day of _____ A.D. 20____ between RDT INVESTMENTS party of the first part, and the City of Plymouth, 201 South Main Street, Plymouth, MI 48170-1688a Municipal Corporation, of the County of Wayne, State of Michigan, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, do, by these presents, grant unto the said party of the second part, its successors, and assigns, an easement for the purpose of access to install and maintain lines and connections and equipment therefor, in, unto, and upon that certain piece of land situated in the City of Plymouth, County of Wayne, and State of Michigan, to-wit:

Easement Description: EXHIBIT "A"

Easement Shown: EXHIBIT "B"

PROVIDED: That the granting of the above easement does not vest in the party of the second part authority to use any portion of the said property for purposes other than herein designated: Provided, also, that this easement shall continue for such period of time as the said party of the second part, their successors, and assigns, shall maintain said lines to provide to the local community.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

CITY:

OWNER:

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for said County, personally appeared:

_____ and _____
to me known to be the same persons described in and who executed the within instrument, and who have acknowledged the same to be their free act and deed.

INSTRUMENT DRAFTED BY:

Notary Public, _____ County, Michigan

My commission expires _____

WHEN RECORDED RETURN TO:

City of Plymouth
201 South Main Street
Plymouth, MI 48170-1688
Attention: Ms. Maureen Brodie, Clerk

This instrument is exempt from the Michigan transfer tax pursuant to Section 5(a), being MCLA 207.505 and Section 6(a), being MCLA 207.526.

EXHIBIT "A"

LEGAL DESCRIPTION: (49-009-03-0338-001)

905 PENNIMAN

LOT 338, EXCEPT THE SOUTHERLY 50 FEET THEREOF, ASSESSOR'S PLYMOUTH PLAT NO.13, A SUBDIVISION RECORDED IN LIBER 66, PAGE 46 OF PLATS, WAYNE COUNTY RECORDS.

(SOURCE: QUIT CLAIM DEED, AS RECORDED IN LIBER 24286, PAGE 369, WAYNE COUNTY RECORDS.)

EASEMENT DESCRIPTION:

A VARIABLE WIDTH EASEMENT FOR SIDEWALK, TRAFFIC SIGNAL & PEDESTRIAN CROSSING ASSETS AND PUBLIC UTILITIES, BEING PART OF LOT 338, "ASSESSOR'S PLYMOUTH PLAT NO.13", OF PART OF NE 1/4 OF SE 1/4 OF SEC. 27, T.1S. R.8E., CITY OF PLYMOUTH, WAYNE COUNTY MICHIGAN, AS RECORDED IN LIBER 66, PAGE 46 OF PLATS, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 338; PROCEEDING THENCE S.25°00'17"W., 9.21 FEET ALONG THE EAST LINE OF SAID LOT 338, SAID EAST LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF HARVEY STREET (50 FEET WIDE); THENCE N.64°59'43"W., 3.00 FEET; THENCE N.18°56'32"W., 9.49 FEET; THENCE N.45°04'10"W., 16.89 FEET; THENCE N.44°55'50"E., 5.50 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 338, SAID NORTH LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF PENNIMAN AVENUE (66 FEET WIDE); THENCE S.45°04'10"E., 25.09 FEET TO THE POINT OF BEGINNING, CONTAINING 169.86 SQUARE FEET, MORE OR LESS, AND BEING SUBJECT TO THE SENIOR RIGHTS OF EXISTING EASEMENTS, IF ANY.

FOR:

CITY OF PLYMOUTH
PROPOSED EASEMENT
PROJECT PARCEL #2

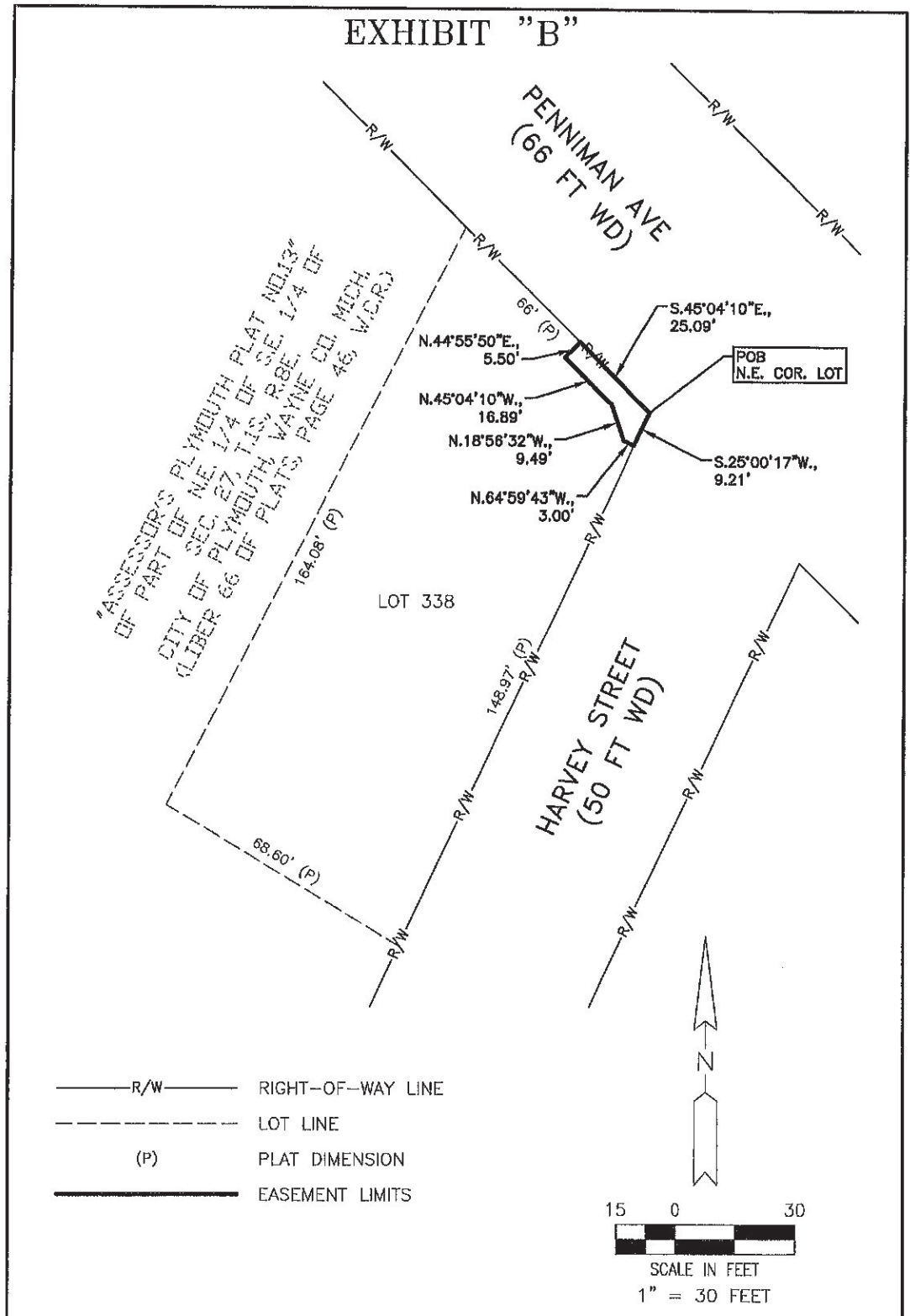
PIN:49-009-03-0338-001



25251 Northline Rd.
Taylor, MI 48180
734.947.9700
www.wadetrिम.com

SEC. 27	T.1S.	R.8E.
BOOK #:	-	PAGE #:
DR BY:	RDCT	COMP BY: RDCT
CK BY:	SAW	SRVY BY: -
JOB #:	PLY2124-01T	
DATE:	7-9-21	SHEET: 1 OF 2

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FOR:
CITY OF PLYMOUTH
PROPOSED EASEMENT
PROJECT PARCEL #2
PIN:49-009-03-0338-001



SEC. 27 , T.1S. , R.8E.	
BOOK #: -	PAGE #: -
DR BY: RDCT	COMP BY: RDCT
CK BY: SAW	SRVY BY: -
JOB #: PLY2124-01T	
DATE: 7-9-21	SHEET: 2 OF 2

**MUNICIPAL SPONSORED PROJECT
EASEMENT FOR WATER MAIN**

**PARCEL/LOT & SUBN. LOT 346 ASSESSORS PLYMOUTH PLAT NO 13
SIDWELL NO. 49-009-03-0346-000**

THIS INDENTURE made the _____ day of _____ A.D. 20____ between
GLADCHUN, MICHAEL-MARY party of the first part, and the City of Plymouth, 201 South Main Street, Plymouth, MI 48170-
1688, a Municipal Corporation, of the County of Wayne, State of Michigan, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Dollar and other
valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and
acknowledged, do, by these presents, grant unto the said party of the second part, its successors, and assigns, an easement
for the purpose of access to install and maintain water lines and connections and equipment therefor, in, unto, and upon that
certain piece of land situated in the City of Plymouth, County of Wayne, and State of Michigan, to-wit:

Easement Description: EXHIBIT "A"
Easement Shown: EXHIBIT "B"

PROVIDED: That the granting of the above easement does not vest in the party of the second part authority to use
any portion of the said property for purposes other than herein designated: Provided, also, that this easement shall continue
for such period of time as the said party of the second part, their successors, and assigns, shall maintain said water lines to
provide service to the local community.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year
first above written.

CITY:

OWNER:

STATE OF MICHIGAN) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for said
County, personally appeared:

_____ and _____
to me known to be the same persons described in and who executed the within instrument, and who have acknowledged the
same to be their free act and deed.

INSTRUMENT DRAFTED BY:

Notary Public, _____ County, Michigan

My commission expires _____

WHEN RECORDED RETURN TO:

City of Plymouth
201 South Main Street
Plymouth, MI 48170-1688
Attention: _____, Clerk

This instrument is exempt from the Michigan transfer tax pursuant to Section 5(a), being MCLA 207.505 and Section 6(a),
being MCLA 207.526.

EXHIBIT "A"

LEGAL DESCRIPTION: (49-009-03-0346-000)

376 S. HARVEY ST.

LOT 346, ASSESSOR'S PLYMOUTH PLAT NO.13, A SUBDIVISION RECORDED IN LIBER 66, PAGE 46 OF PLATS, WAYNE COUNTY RECORDS.

(SOURCE: WARRANTY DEED, AS RECORDED IN LIBER 29371, PAGE 863, WAYNE COUNTY RECORDS.)

EASEMENT DESCRIPTION:

A 12 FOOT WIDE EASEMENT FOR WATERMAIN PURPOSES, BEING PART OF LOT 346, "ASSESSOR'S PLYMOUTH PLAT NO.13", OF PART OF NE 1/4 OF SE 1/4 OF SEC. 27, T.1S. R.8E., CITY OF PLYMOUTH, WAYNE COUNTY MICHIGAN, AS RECORDED IN LIBER 66, PAGE 46 OF PLATS, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

THE NORTH 12 FEET OF THE EAST 13 FEET OF SAID LOT 346, CONTAINING 157.34 SQUARE FEET, MORE OR LESS, AND BEING SUBJECT TO THE SENIOR RIGHTS OF EXISTING EASEMENTS, IF ANY.

FOR:

CITY OF PLYMOUTH
PROPOSED EASEMENT
PROJECT PARCEL #3

PIN:49-009-03-0346-000



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Taylor, MI 48180
734.947.9700
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SEC. 27 , T.1S. , R.8E.

BOOK #: - PAGE #: -

DR BY: RDCT COMP BY: RDCT

CK BY: SAW SRVY BY: -

JOB #: PLY2124-01T

DATE: 7-9-21 SHEET: 1 OF 2

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EXHIBIT "B"

LOT 346

LOT 347

HARVEY STREET
(50 FT WD)

ASSESSOR'S PLYMOUTH PLAT NO. 13
OF PART OF NE 1/4 OF SE 1/4 OF
SEC. 27, T1S, R8E, 1/4 OF
CITY OF PLYMOUTH, WAYNE CO., MICH.
(LIBER 66 OF PLATS, PAGE 46, W.C.R.)

— R/W — RIGHT-OF-WAY LINE
--- LOT LINE
(P) PLAT DIMENSION
—— EASEMENT LIMITS

N

15 0 30
SCALE IN FEET
1" = 30 FEET

SEC. 27 , T.1S. , R.8E.	
BOOK #: - PAGE #: -	
DR BY: RDCT	COMP BY: RDCT
CK BY: SAW	SRVY BY: -
JOB #: PLY2124-01T	
DATE: 7-9-21	SHEET: 2 OF 2

EASEMENT FOR SIDEWALK, TRAFFIC SIGNAL & PEDESTRIAN CROSSING ASSETS AND PUBLIC UTILITIES

PARCEL/LOT & SUBN. LOT 347 ASSESSOR'S PLYMOUTH PLAT NO. 13

SIDWELL NO. 49-009-03-0347-000

Commonly known as: 1000 W Ann Arbor Trail

THIS INDENTURE made the _____ day of _____ A.D. 20____ between
GLADCHUN, MICHAEL-MARY party of the first part, and the City of Plymouth, 201 South Main Street, Plymouth, MI 48170-
1688a Municipal Corporation, of the County of Wayne, State of Michigan, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, do, by these presents, grant unto the said party of the second part, its successors, and assigns, an easement for the purpose of access to install and maintain lines and connections and equipment therefor, in, unto, and upon that certain piece of land situated in the City of Plymouth, County of Wayne, and State of Michigan, to-wit:

Easement Description: EXHIBIT "A"
Easement Shown: EXHIBIT "B"

PROVIDED: That the granting of the above easement does not vest in the party of the second part authority to use any portion of the said property for purposes other than herein designated: Provided, also, that this easement shall continue for such period of time as the said party of the second part, their successors, and assigns, shall maintain said lines to provide to the local community.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

CITY:

OWNER:

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for said County, personally appeared:

_____ and _____
to me known to be the same persons described in and who executed the within instrument, and who have acknowledged the same to be their free act and deed.

INSTRUMENT DRAFTED BY:

Notary Public, _____ County, Michigan

My commission expires _____

WHEN RECORDED RETURN TO:

City of Plymouth
201 South Main Street
Plymouth, MI 48170-1688
Attention: Ms. Maureen Brodie, Clerk

This instrument is exempt from the Michigan transfer tax pursuant to Section 5(a), being MCLA 207.505 and Section 6(a), being MCLA 207.526.

EXHIBIT "A"

LEGAL DESCRIPTION: (49-009-03-0347-000)

1000 ANN ARBOR TRAIL

LOT 347, ASSESSOR'S PLYMOUTH PLAT NO.13, A SUBDIVISION RECORDED IN LIBER 66, PAGE 46 OF PLATS, WAYNE COUNTY RECORDS.

(SOURCE: QUIT CLAIM DEED, AS RECORDED IN LIBER 49486, PAGE 429, WAYNE COUNTY RECORDS.)

EASEMENT DESCRIPTION:

A TRIANGULAR PORTION OF LAND FOR SIDEWALK, TRAFFIC SIGNAL & PEDESTRIAN CROSSING ASSETS AND PUBLIC UTILITIES, BEING PART OF LOT 347, "ASSESSOR'S PLYMOUTH PLAT NO.13", OF PART OF NE 1/4 OF SE 1/4 OF SEC. 27, T.1S. R.8E., CITY OF PLYMOUTH, WAYNE COUNTY MICHIGAN, AS RECORDED IN LIBER 66, PAGE 46 OF PLATS, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 347; PROCEEDING THENCE WEST ALONG THE SOUTH LOT LINE, 13.50 FEET, SAID SOUTH LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF ANN ARBOR TRAIL (66 FEET WIDE); THENCE NORTHEAST TO A POINT ON THE EAST LINE OF SAID LOT 347, 13.50 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 347, SAID EAST LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF HARVEY STREET (50 FEET WIDE); THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 347, 13.50 FEET TO THE POINT OF BEGINNING, CONTAINING 88.95 SQUARE FEET, MORE OR LESS, AND BEING SUBJECT TO THE SENIOR RIGHTS OF EXISTING EASEMENTS, IF ANY.

FOR:

CITY OF PLYMOUTH
PROPOSED EASEMENT
PROJECT PARCEL #4

PIN:49-009-03-0347-000



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SEC. 27	, T.1S.	, R.8E.
BOOK #:	-	PAGE #: -
DR BY: RDCT	COMP BY: RDCT	
CK BY: SAW	SRVY BY: -	
JOB #:	PLY2124-01T	
DATE: 7-9-21	SHEET: 1 OF 2	

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EXHIBIT "B"

LOT 346

LOT 347

"ASSESSOR'S PLYMOUTH PLAT NO. 13"
OF PART OF NE 1/4 OF
SEC. 27, T. 13, R. 8E, 1/4 OF
CITY OF PLYMOUTH WAYNE CO. MICH.
(LIBER 66 OF PLATS, PAGE 46, W.C.R.)

84.00' (P)

51.07' (P)

160.07' (P)

86.42' (P)

139.69' (P)

13.5'

13.5'

POB
S.E. COR. LOT

HARVEY STREET
(50 FT WD)

ANN ARBOR TRAIL
(66 FT WD)

R/W

RIGHT-OF-WAY LINE

LOT LINE

(P)

PLAT DIMENSION

EASEMENT LIMITS

15 0 30

SCALE IN FEET
1" = 30 FEET

SEC. 27 , T.1S. , R.8E.	
BOOK #: - PAGE #: -	
DR BY: RDCT	COMP BY: RDCT
CK BY: SAW	SRVY BY: -
JOB #: PLY2124-01T	
DATE: 7-9-21	SHEET: 2 OF 2

EASEMENT FOR SIDEWALK, TRAFFIC SIGNAL & PEDESTRIAN CROSSING ASSETS AND PUBLIC UTILITIES

**PARCEL/LOT & SUBN. LOT 289 PT OF LOT 287 ALSO LOT 288 ASSESSOR'S PLYMOUTH PLAT NO. 12
SIDWELL NO. 49-009-06-0287-304**

Commonly known as: 1007 (1033) (1005) W Ann Arbor Trail

THIS INDENTURE made the _____ day of _____ A.D. 20____ between
WHITE PINE DEVELOPMENT CO LLC party of the first part, and the City of Plymouth, 201 South Main Street, Plymouth,
MI 48170-1688a Municipal Corporation, of the County of Wayne, State of Michigan, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, do, by these presents, grant unto the said party of the second part, its successors, and assigns, an easement for the purpose of access to install and maintain lines and connections and equipment therefor, in, unto, and upon that certain piece of land situated in the City of Plymouth, County of Wayne, and State of Michigan, to-wit:

Easement Description: EXHIBIT "A"
Easement Shown: EXHIBIT "B"

PROVIDED: That the granting of the above easement does not vest in the party of the second part authority to use any portion of the said property for purposes other than herein designated: Provided, also, that this easement shall continue for such period of time as the said party of the second part, their successors, and assigns, shall maintain said lines to provide to the local community.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

CITY:

OWNER:

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for said County, personally appeared:

_____ and _____
to me known to be the same persons described in and who executed the within instrument, and who have acknowledged the same to be their free act and deed.

INSTRUMENT DRAFTED BY:

Notary Public, _____ County, Michigan

My commission expires _____

WHEN RECORDED RETURN TO:

City of Plymouth
201 South Main Street
Plymouth, MI 48170-1688
Attention: Ms. Maureen Brodie, Clerk

This instrument is exempt from the Michigan transfer tax pursuant to Section 5(a), being MCLA 207.505 and Section 6(a), being MCLA 207.526.

EXHIBIT "A"

LEGAL DESCRIPTION: (49-009-06-0289-000)

1005 W. ANN ARBOR TRAIL

PARCEL 2:

LOT 289 OF ASSESSOR'S PLYMOUTH PLAT NO.12 AS RECORDED IN LIBER 66, PAGE 33 OF PLATS, WAYNE COUNTY RECORDS.

(SOURCE: WARRANTY DEED, AS RECORDED IN LIBER 40548, PAGE 1475, WAYNE COUNTY RECORDS.)

EASEMENT DESCRIPTION:

A TRIANGULAR PORTION OF LAND FOR SIDEWALK PURPOSES, BEING A PART OF LOT 289, "ASSESSOR'S PLYMOUTH PLAT NO.12", OF PART OF S.W. OF SEC. 26 AND PART OF S.E. 1/4 OF SEC. 27, T.1S., R.8E. INCLUDING BLOCKS 4, 6 & 7, AND VACATED JENER ST. OF C.R. KELLOGG'S SUB., CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 66, PAGE 33 OF PLATS, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 289; PROCEEDING THENCE SOUTH ALONG THE EAST LOT LINE 20.00 FEET, SAID EAST LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF HARVEY STREET (50 FEET WIDE); THENCE NORTHWEST TO A POINT ON THE NORTH LINE OF SAID LOT 289, 20.00 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 289, SAID NORTH LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF ANN ARBOR TRAIL (66 FEET WIDE); THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 289, 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 198.69 SQUARE FEET, MORE OR LESS, AND BEING SUBJECT TO THE SENIOR RIGHTS OF EXISTING EASEMENTS, IF ANY.

FOR:

CITY OF PLYMOUTH
PROPOSED EASEMENT
PROJECT PARCEL #5

PIN:49-009-06-0289-000

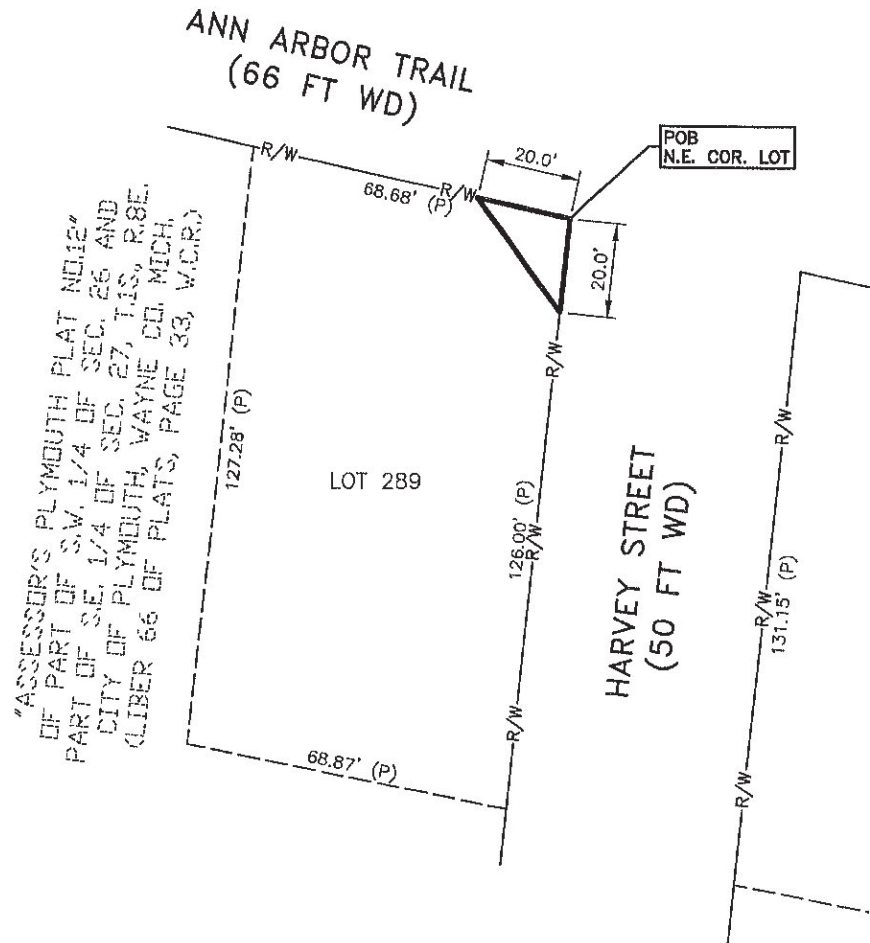


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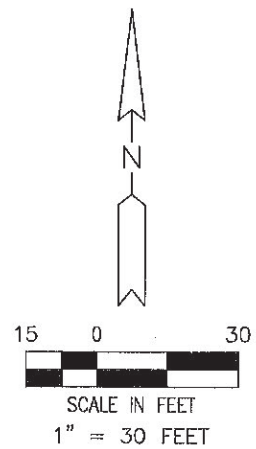
SEC. 27	T.1S.	R.8E.
BOOK #:	-	PAGE #:
DR BY: RDCT	COMP BY: RDCT	
CK BY: SAW	SRVY BY: -	
JOB #:	PLY2124-01T	
DATE: 7-9-21	SHEET: 1 OF 2	

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EXHIBIT "B"



— R/W — RIGHT-OF-WAY LINE
 - - - - - LOT LINE
 (P) PLAT DIMENSION
 — EASEMENT LIMITS



FOR:
 CITY OF PLYMOUTH
 PROPOSED EASEMENT
 PROJECT PARCEL #5
 PIN:49-009-06-0289-000

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SEC. 27 , T.1S. , R.8E.	
BOOK #: -	PAGE #: -
DR BY: RDCT	COMP BY: RDCT
CK BY: SAW	SRVY BY: -
JOB #: PLY2124-01T	
DATE: 7-9-21	SHEET: 2 OF 2

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EASEMENT FOR SIDEWALK, TRAFFIC SIGNAL & PEDESTRIAN CROSSING ASSETS AND PUBLIC UTILITIES

PARCEL/LOT & SUBN. LOT 290 ASSESSOR'S PLYMOUTH PLAT NO. 12

SIDWELL NO. 49-009-06-0290-000

Commonly known as: 975 W Ann Arbor Trail

THIS INDENTURE made the _____ day of _____, A.D. 20____ between
MOLISE LTD party of the first part, and the City of Plymouth, 201 South Main Street, Plymouth, MI 48170-1688a Municipal
Corporation, of the County of Wayne, State of Michigan, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Dollar and other
valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed
and acknowledged, do, by these presents, grant unto the said party of the second part, its successors, and assigns, an
easement for the purpose of access to install and maintain lines and connections and equipment therefor, in, unto, and
upon that certain piece of land situated in the City of Plymouth, County of Wayne, and State of Michigan, to-wit:

Easement Description: EXHIBIT "A"
Easement Shown: EXHIBIT "B"

PROVIDED: That the granting of the above easement does not vest in the party of the second part authority to
use any portion of the said property for purposes other than herein designated: Provided, also, that this easement shall
continue for such period of time as the said party of the second part, their successors, and assigns, shall maintain said
lines to provide to the local community.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and
year first above written.

CITY:

OWNER:

STATE OF MICHIGAN)
COUNTY OF _____) SS

On this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for said
County, personally appeared:

_____ and _____
to me known to be the same persons described in and who executed the within instrument, and who have acknowledged
the same to be their free act and deed.

INSTRUMENT DRAFTED BY:

Notary Public, _____ County, Michigan

My commission expires _____

WHEN RECORDED RETURN TO:

City of Plymouth
201 South Main Street
Plymouth, MI 48170-1688
Attention: Ms. Maureen Brodie, Clerk

This instrument is exempt from the Michigan transfer tax pursuant to Section 5(a), being MCLA 207.505 and Section
6(a), being MCLA 207.526.

EXHIBIT "A"

LEGAL DESCRIPTION: (49-009-06-0290-000)

975 W. ANN ARBOR TRAIL

LOT 290, ASSESSOR'S PLYMOUTH PLAT NO.12, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 66, PAGE 33, WAYNE COUNTY RECORDS.

(SOURCE: WARRANTY DEED, AS RECORDED IN LIBER 52524, PAGE 492, WAYNE COUNTY RECORDS.)

EASEMENT DESCRIPTION:

A TRIANGULAR PORTION OF LAND FOR SIDEWALK PURPOSES, BEING A PART OF LOT 290, "ASSESSOR'S PLYMOUTH PLAT NO.12", OF PART OF S.W. 1/4 OF SEC. 26 AND PART OF S.E. 1/4 OF SEC. 27, T.1S., R.8E. INCLUDING BLOCKS 4, 6 & 7, AND VACATED JENER ST. OF C.R. KELLOGG'S SUB., CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 66, PAGE 33 OF PLATS, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 290; PROCEEDING THENCE EAST ALONG THE NORTH LOT LINE 5.50 FEET, SAID NORTH LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF ANN ARBOR TRAIL (66 FEET WIDE); THENCE SOUTHWEST TO A POINT ON THE WEST LINE OF SAID LOT 290, 5.50 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 290, SAID WEST LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF HARVEY STREET (50 FEET WIDE); THENCE NORTH ALONG THE WEST LINE OF SAID LOT 290, 5.50 FEET TO THE POINT OF BEGINNING, CONTAINING 15.03 SQUARE FEET, MORE OR LESS, AND BEING SUBJECT TO THE SENIOR RIGHTS OF EXISTING EASEMENTS, IF ANY.

FOR:

CITY OF PLYMOUTH
PROPOSED EASEMENT
PROJECT PARCEL #6

PIN:49-009-06-0290-000

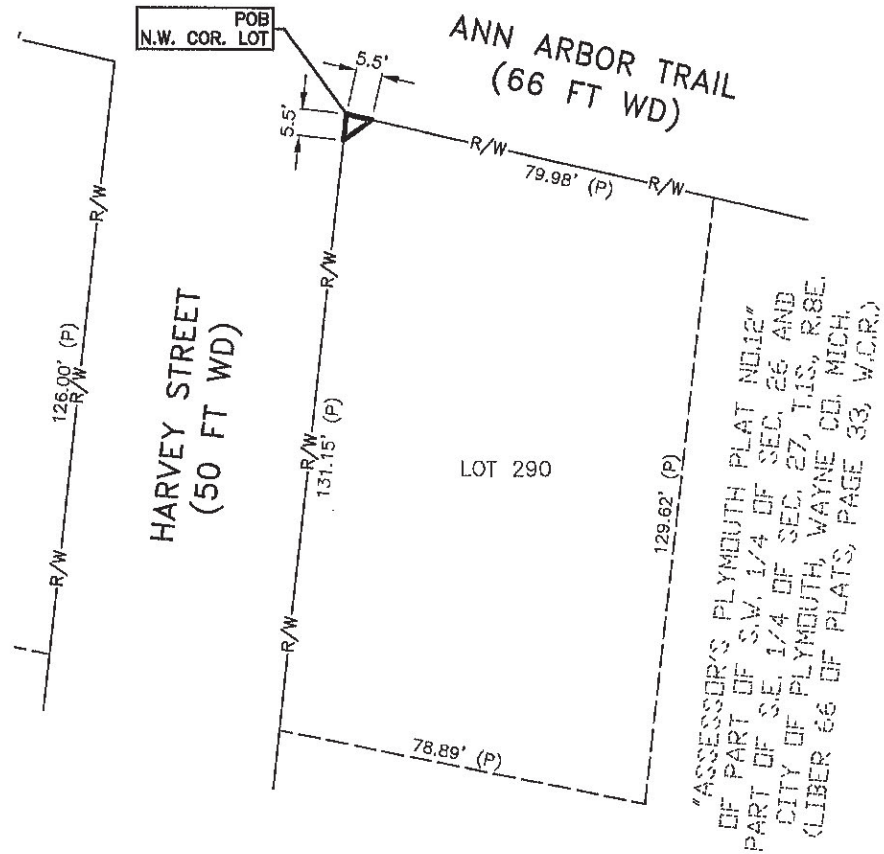


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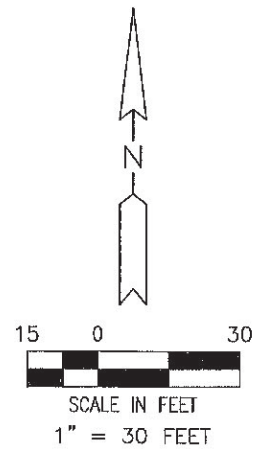
SEC. 27 , T.1S. , R.8E.	
BOOK #: -	PAGE #: -
DR BY: RDCT	COMP BY: RDCT
CK BY: SAW	SRVY BY: -
JOB #:	PLY2124-01T
DATE: 7-9-21	SHEET: 1 OF 2

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EXHIBIT "B"



— R/W — RIGHT-OF-WAY LINE
 - - - LOT LINE
 (P) PLAT DIMENSION
 — EASEMENT LIMITS



FOR:
 CITY OF PLYMOUTH
 PROPOSED EASEMENT
 PROJECT PARCEL #6
 PIN:49-009-06-0290-000

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SEC. 27 , T.1S. , R.8E.	
BOOK #: -	PAGE #: -
DR BY: RDCT	COMP BY: RDCT
CK BY: SAW	SRVY BY: -
JOB #:	PLY2124-01T
DATE: 7-9-21	SHEET: 2 OF 2

EASEMENT FOR SIDEWALK, TRAFFIC SIGNAL & PEDESTRIAN CROSSING ASSETS AND PUBLIC UTILITIES

PARCEL/LOT & SUBN. PT OF LOTS 163, 166 TO 169 INCL & PT OF LOTS 163, 169 TO 172

ASSESSOR'S PLYMOUTH PLAT NO. 7

SIDWELL NO. 49-009-05-0163-303 & 49-009-05-0169-001

Commonly known as: 990 W Ann Arbor Trail

THIS INDENTURE made the _____ day of _____ A.D. 20____ between ST JOSEPH MERCY HEALTH SYSTEM party of the first part, and the City of Plymouth, 201 South Main Street, Plymouth, MI 48170-1688a Municipal Corporation, of the County of Wayne, State of Michigan, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, do, by these presents, grant unto the said party of the second part, its successors, and assigns, an easement for the purpose of access to install and maintain lines and connections and equipment therefor, in, unto, and upon that certain piece of land situated in the City of Plymouth, County of Wayne, and State of Michigan, to-wit:

Easement Description: EXHIBIT "A"

Easement Shown: EXHIBIT "B"

Landscape Relocation Plan Shown: EXHIBIT "C"

PROVIDED: That the granting of the above easement does not vest in the party of the second part authority to use any portion of the said property for purposes other than herein designated: Provided, also, that this easement shall continue for such period of time as the said party of the second part, their successors, and assigns, shall maintain said lines to provide to the local community.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

CITY:

OWNER:

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for said County, personally appeared:

_____ and _____
to me known to be the same persons described in and who executed the within instrument, and who have acknowledged the same to be their free act and deed.

INSTRUMENT DRAFTED BY:

Notary Public, _____ County, Michigan

My commission expires _____

WHEN RECORDED RETURN TO:

City of Plymouth
201 South Main Street
Plymouth, MI 48170-1688
Attention: Ms. Maureen Brodie, Clerk

This instrument is exempt from the Michigan transfer tax pursuant to Section 5(a), being MCLA 207.505 and Section 6(a), being MCLA 207.528.

EXHIBIT "A"

TAX PARCEL DESCRIPTIONS: (49-009-05-0163-303 & 49-009-05-0169-001)

PARKING LOT - 990 W. ANN ARBOR TRAIL

PT OF LOTS 163, 166 TO 169 INCL DESC AS BEG N 25D 00M 17S E 227.48 FT FROM SW COR OF LOT 171 TH N 25D 00M 17S E 205 FT TH S 65D 15M 13S E 98 FT TH S 19D 59M 43S E 28.29 FT TH S 25D 00M 17S W 209.39 FT TH N 64D 59M 43S W 5.38 FT TH N 57D 34M W 45.60 FT TH N 24D 44M 47S E 18.36 FT TH N 65D 15M 13S W 67.31 FT TO POB 0.58 AC ASSESSORS PLYMOUTH PLAT NO 7 T1S R8E L64 P70 WCR

990 W. ANN ARBOR TRAIL

PT OF LOTS 163 169 TO 172 DESC AS BEG AT SW COR LOT 171 TH N25DEG 00M 17S E 227.48FT TH S65DEG 15M 13S E 67.31FT TH S24DEG 44M 47S W 18.40FT TH S57DEG 34M E 45.60FT TH S26DEG 03M 16S W 43.08FT TH S22DEG 19M 33S W 134.30FT TH N77DEG 32M 43S W 121 FT TO POB ASSESSORS PLYMOUTH PLAT NO 7 T1S R8E L64 P70 WCR

(SOURCE: CURRENT CITY OF PLYMOUTH TAX ROLLS.)

EASEMENT DESCRIPTION:

A VARIABLE WIDTH EASEMENT FOR SIDEWALK, TRAFFIC SIGNAL & PEDESTRIAN CROSSING ASSETS AND PUBLIC UTILITIES, BEING PART OF LOTS 163 AND 166 TO 171, "ASSESSOR'S PLYMOUTH PLAT NO.7", OF PART OF SE 1/4 OF SEC. 27, AND PART OF S.W. 1/4 OF SEC. 26, T.1S. R.8E., PLYMOUTH VILLAGE (NOW CITY OF PLYMOUTH), WAYNE COUNTY MICHIGAN, AS RECORDED IN LIBER 64, PAGE 70 OF PLATS, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 171, SAID SOUTHWEST CORNER ALSO BEING THE INTERSECTION POINT OF THE NORTH RIGHT-OF-WAY LINE OF ANN ARBOR TRAIL (66 FEET WIDE) WITH THE EAST RIGHT-OF-WAY LINE OF HARVEY STREET (50 FEET WIDE); PROCEEDING THENCE N.25°00'17"E., 432.48 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT ON THE WEST LINE OF LOT 166; THENCE S.65°15'13"E., 5.00 FEET; THENCE S.25°00'17"W., 415.65 FEET; THENCE S.26°34'52"E., 19.78 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 171; THENCE N.77°32'42"W., 21.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2281.64 SQUARE FEET, MORE OR LESS, AND BEING SUBJECT TO THE SENIOR RIGHTS OF EXISTING EASEMENTS, IF ANY.

FOR:

CITY OF PLYMOUTH
PROPOSED EASEMENT
PROJECT PARCEL #7
PIN:49-009-05-0163-303
PIN:49-009-05-0169-001

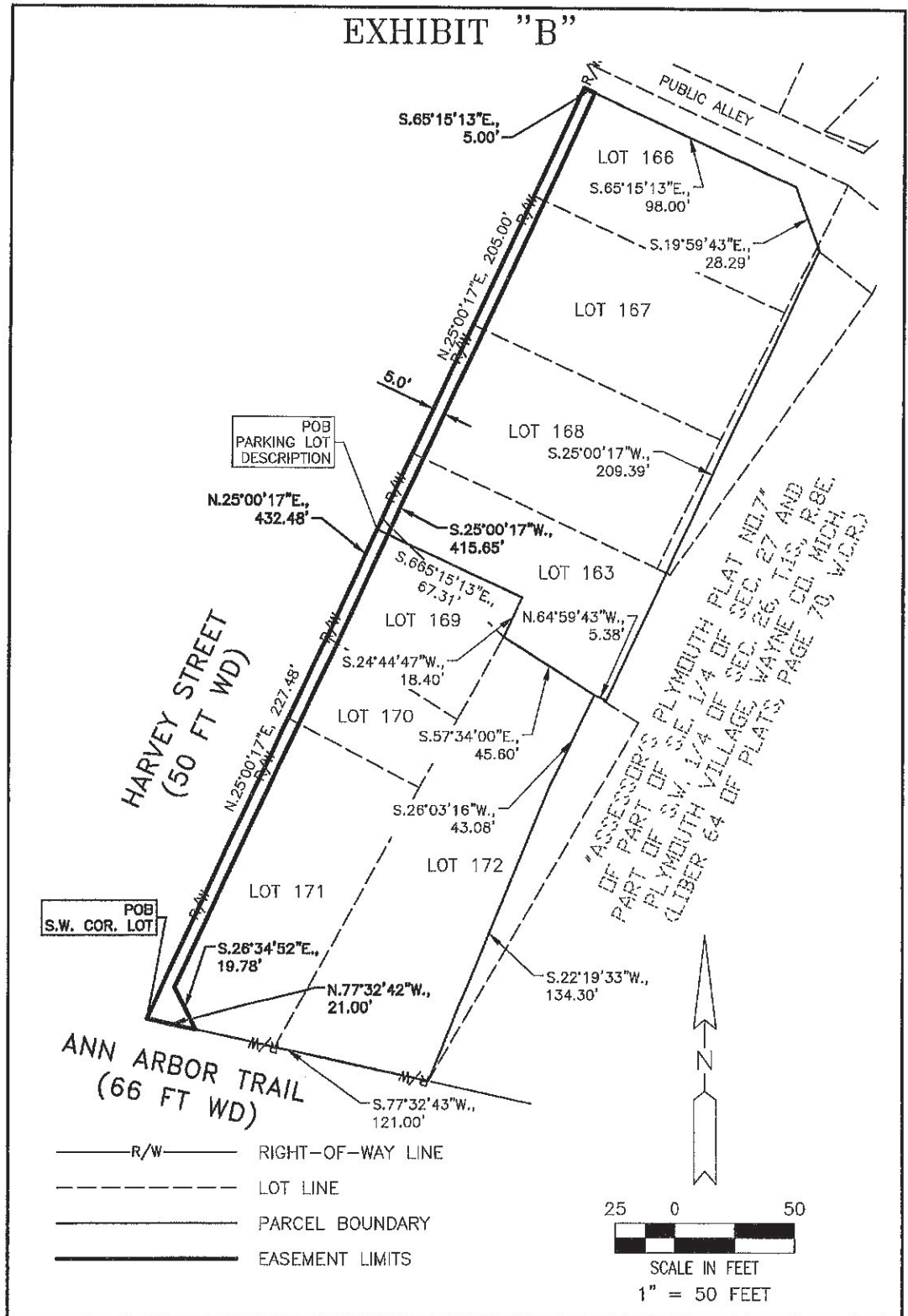


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SEC. 27 , T.1S. , R.8E.	
BOOK #: -	PAGE #: -
DR BY: RDCT	COMP BY: RDCT
CK BY: SAW	SRVY BY: -
JOB #:	PLY2124-01T
DATE: 7-9-21	SHEET: 1 OF 2

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EXHIBIT "B"



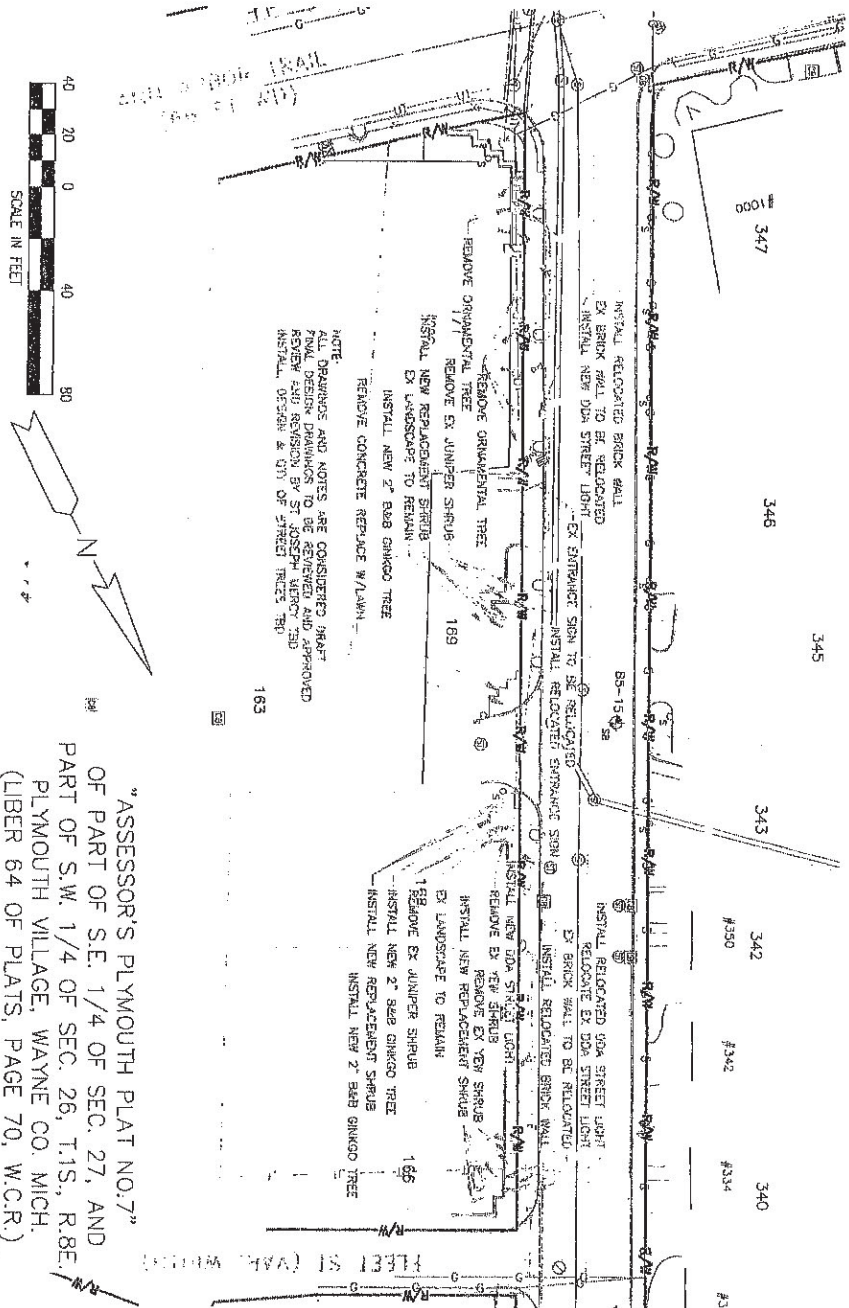
FOR:
CITY OF PLYMOUTH
PROPOSED EASEMENT
PROJECT PARCEL #7
PIN: 49-009-05-0163-303
PIN: 49-009-05-0169-001



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SEC. 27 , T.1S. , R.8E.	
BOOK #: -	PAGE #: -
DR BY: RDCT	COMP BY: RDCT
CK BY: SAW	SRVY BY: -
JOB #: PLY2124-01T	
DATE: 7-9-21	SHEET: 2 OF 2

EXHIBIT "C"



"ASSESSOR'S PLYMOUTH PLAT NO. 7"
OF PART OF S.E. 1/4 OF SEC. 27, AND
PART OF S.W. 1/4 OF SEC. 26, T.1S., R.8E.,
PLYMOUTH VILLAGE, WAYNE CO. MICH.
(LIBER 64 OF PLATS, PAGE 70, W.C.R.)

FOR:

CITY OF PLYMOUTH
PROPOSED EASEMENT
PROJECT PARCEL #7
PIN: 49-009-05-0163-303
PIN: 49-009-05-0169-001



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SEC. 27, T.1S., R.8E.

BOOK #: - PAGE #: -

DR BY: RDCT COMP BY: RDCT

CK BY: SAW SRVY BY: -

JOB #: PLY2124-01T

DATE: 7-9-21 SHEET: OF :

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EASEMENT FOR SIDEWALK, TRAFFIC SIGNAL & PEDESTRIAN CROSSING ASSETS AND PUBLIC UTILITIES

PARCEL/LOT & SUBN. PART OF LOTS 129 AND 130 ASSESSOR'S PLYMOUTH PLAT NO. 7

SIDWELL NO. 49-009-05-0129-001

Commonly known as: 885 Penniman

THIS INDENTURE made the _____ day of _____ A.D. 20____ between
TZJ REAL ESTATE LLC party of the first part, and the City of Plymouth, 201 South Main Street, Plymouth, MI 48170-
1688a Municipal Corporation, of the County of Wayne, State of Michigan, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, do, by these presents, grant unto the said party of the second part, its successors, and assigns, an easement for the purpose of access to install and maintain lines and connections and equipment therefor, in, unto, and upon that certain piece of land situated in the City of Plymouth, County of Wayne, and State of Michigan, to-wit:

Easement Description: EXHIBIT "A"
Easement Shown: EXHIBIT "B"

PROVIDED: That the granting of the above easement does not vest in the party of the second part authority to use any portion of the said property for purposes other than herein designated: Provided, also, that this easement shall continue for such period of time as the said party of the second part, their successors, and assigns, shall maintain said lines to provide to the local community.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

CITY:

OWNER:

STATE OF MICHIGAN }
COUNTY OF _____ } SS

On this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for said County, personally appeared:

_____ and _____
to me known to be the same persons described in and who executed the within instrument, and who have acknowledged the same to be their free act and deed.

INSTRUMENT DRAFTED BY:

Notary Public, _____ County, Michigan

My commission expires _____

WHEN RECORDED RETURN TO:

City of Plymouth
201 South Main Street
Plymouth, MI 48170-1688
Attention: Ms. Maureen Brodie, Clerk

This instrument is exempt from the Michigan transfer tax pursuant to Section 5(a), being MCLA 207.505 and Section 6(a), being MCLA 207.526.

EXHIBIT "A"

LEGAL DESCRIPTION: (49-009-05-0129-001)

885 PENNIMAN

PART OF LOTS 129 AND 130 OF ASSESSOR'S PLAT NO.7, OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, AND PART OF THE SOUTHWEST 1/4 OF SECTION 26, TOWN 1 SOUTH, RANGE 9 EAST, PLYMOUTH VILLAGE, NOW CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 64 OF PLATS ON PAGE 70, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF PENNIMAN AVENUE (66 FEET WIDE) AND SOUTH HARVEY STREET (50 FEET WIDE) AT THE NORTHWESTERLY CORNER OF LOT 129 OF SAID ASSESSOR'S PLAT NO.7; RUNNING THENCE FROM SAID POINT OF BEGINNING SOUTH 45 DEGREES 04 MINUTES 10 SECONDS EAST ALONG THE SOUTHERLY LINE OF PENNIMAN AVENUE, SAID LINE BEING ALSO THE NORTHERLY LINE OF LOT 129 AND THE WESTERLY 15 FEET OF LOT 130, A DISTANCE OF 100.07 FEET TO A POINT; THENCE SOUTH 43 DEGREES 18 MINUTES 25 SECONDS WEST THROUGH THE INTERIOR OF LOT 130, A DISTANCE OF 47.22 FEET TO A POINT IN THE LOT LINE COMMON TO LOT 130 AND 129; THENCE CONTINUING SOUTH 43 DEGREES 18 MINUTES 25 SECONDS WEST THROUGH THE INTERIOR OF LOT 129, A DISTANCE OF 90.80 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 129, SAID POINT BEING DISTANCE NORTH 65 DEGREES 15 MINUTES 13 SECONDS WEST 27.20 FEET AS MEASURED ALONG THE SOUTHERLY LINE OF LOT 129 FROM THE SOUTHEASTERLY CORNER THEREOF; THENCE NORTH 65 DEGREES 15 MINUTES 13 SECONDS WEST ALONG THE NORTHERLY LINE OF AN ALLEY (20 FEET WIDE) SAID LINE BEING ALSO THE SOUTHERLY LINE OF LOT 129, A DISTANCE OF 50.80 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTH 25 DEGREES 00 MINUTES 17 SECONDS EAST ALONG THE EASTERLY LINE OF SOUTH HARVEY STREET, SAID LINE BEING ALSO THE WESTERLY LINE OF LOT 129, A DISTANCE OF 165.18 FEET TO THE POINT OF BEGINNING.

(SOURCE: QUIT CLAIM DEED, AS RECORDED IN LIBER 51119, PAGE 536, WAYNE COUNTY RECORDS.)

EASEMENT DESCRIPTION:

A 5 FOOT WIDE EASEMENT FOR SIDEWALK, TRAFFIC SIGNAL & PEDESTRIAN CROSSING ASSETS AND PUBLIC UTILITIES, BEING PART OF LOT 129, "ASSESSOR'S PLYMOUTH PLAT NO.7", OF PART OF S.E. 1/4 OF SECTION 27, AND PART OF THE S.W. 1/4 OF SECTION 26, T.1S. R.8E., PLYMOUTH VILLAGE (NOW CITY OF PLYMOUTH), WAYNE COUNTY MICHIGAN, AS RECORDED IN LIBER 64, PAGE 70 OF PLATS, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

THE WEST 5.00 FEET OF SAID LOT 129, CONTAINING 821.31 SQUARE FEET, MORE OR LESS, AND BEING SUBJECT TO THE SENIOR RIGHTS OF EXISTING EASEMENTS, IF ANY.

FOR:

CITY OF PLYMOUTH
PROPOSED EASEMENT
PROJECT PARCEL #8

PIN:49-009-05-0129-001

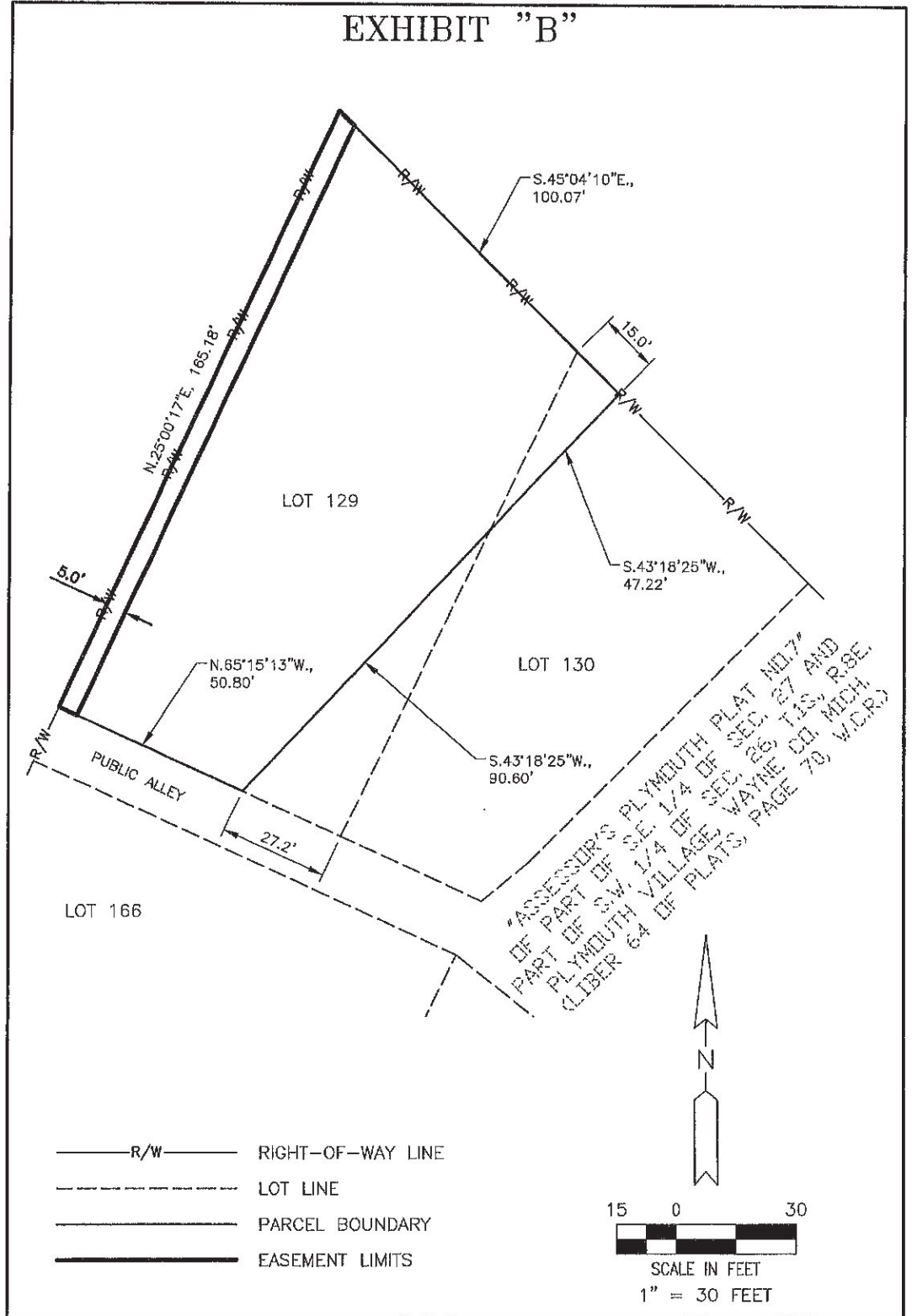


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SEC. 27	T.1S.	R.8E.
BOOK #:	-	PAGE #:
DR BY: RDCT	COMP BY: RDCT	
CK BY: SAW	SRVY BY: -	
JOB #:	PLY2124-01T	
DATE: 7-9-21	SHEET: 1 OF 2	

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EXHIBIT "B"



FOR:
CITY OF PLYMOUTH
PROPOSED EASEMENT
PROJECT PARCEL #8
PIN:49-009-05-0129-001

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SEC. 27	T.1S.	R.8E.
BOOK #:	-	PAGE #:
DR BY: RDCT	COMP BY: RDCT	
CK BY: SAW	SRVY BY: -	
JOB #:	PLY2124-01T	
DATE: 7-9-21	SHEET: 2 OF 2	

PARCEL/LOT & SUBN. LOT 338 EXCEPT THE SLY 50FT THEREOF ASSESSORS PLYMOUTH PLAT NO 13
SIDWELL NO. 49-008-03-0338-001

WITNESSETH; That the said Party of the first part, for and in consideration of the sum of One Dollar and other valuable consideration to them in hand, paid by the said party of the second part, the receipt of which is hereby confessed and acknowledged, do hereby these presents grant unto the party of the second part, a Temporary Construction and Grading Easement in, on, over, under and through a certain parcel(s) of land situated in the City of Plymouth, County of Wayne, and State of Michigan, more particularly described as:

including the right of access in the said party of the second part to go over and upon the land of the said parties of the first part for the purpose of the Temporary Construction and Grading Easement, provided that the granting of the above easement does not vest in the party of the second part authority to use any portion of land for purposes other than herein designated.

IT IS FURTHER UNDERSTOOD AND AGREED, as part of the consideration for the granting of the above Temporary Construction and Grading Easement, that the rights of the said party of the second part in land herein granted shall cease to exist upon the completion of the project, as evidenced by the acceptance of the work by the said party of the second part.

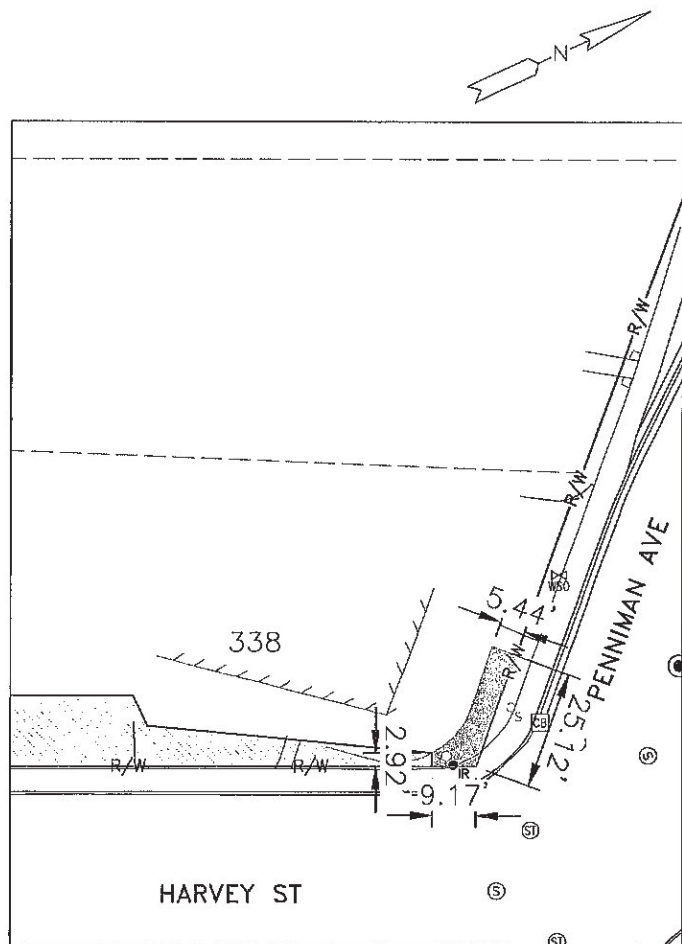
OWNER(S):

On this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for said County, personally appeared:

to me known to be the same persons described in and who executed the within instrument, and who have acknowledged the same to be their free act and deed.

My Commission Expires: _____

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905 PENNIMAN

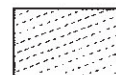
TEMPORARY GRADING EASEMENT EXHIBIT

PERMANENT ROW NEEDED FOR
PUBLIC WALKWAY TO BE IN
PUBLIC ROW AT CORNER AND
PROPOSED MAST ARM
INSTALLATION. TEMPORARY
GRADING EASEMENT NEEDED
DURING CONSTRUCTION ONLY..

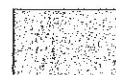


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TEMPORARY GRADING
EASEMENT REQUIRED



PROPOSED NEEDED ROW

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

**PARCEL/LOT & SUBN. SLY 50 FT OF LOT 338 ASSESSORS PLYMOUTH PLAT NO 13
SIDWELL NO. 49-009-03-0338-002**

THIS INDENTURE made the _____ day of _____ A.D. 20____ between
ROGALSKI, KELLY MD party of the first part, and CITY OF PLYMOUTH, a Municipal corporation of the State of Michigan,
party of the second part.

WITNESSETH; That the said Party of the first part, for and in consideration of the sum of One Dollar and other
valuable consideration to them in hand, paid by the said party of the second part, the receipt of which is hereby confessed and
acknowledged, do hereby these presents grant unto the party of the second part, a Temporary Construction and Grading
Easement in, on, over, under and through a certain parcel(s) of land situated in the City of Plymouth, County of Wayne, and
State of Michigan, more particularly described as:

322 HARVEY TEMPORARY GRADING EASEMENT EXHIBIT

including the right of access in the said party of the second part to go over and upon the land of the said parties of the first part
for the purpose of the Temporary Construction and Grading Easement, provided that the granting of the above easement does
not vest in the party of the second part authority to use any portion of land for purposes other than herein designated.

IT IS UNDERSTOOD AND AGREED, as a part of the consideration for the granting of the above Temporary
Construction and Grading Easement, that the said party of the second part, its successors or assigns, will make reasonable
effort to leave the premises in as good condition as presently exists.

IT IS FURTHER UNDERSTOOD AND AGREED, as part of the consideration for the granting of the above Temporary
Construction and Grading Easement, that the rights of the said party of the second part in land herein granted shall cease to
exist upon the completion of the project, as evidenced by the acceptance of the work by the said party of the second part.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year
first above written.

CITY OF PLYMOUTH:

OWNER(S):

**STATE OF MICHIGAN)
) SS
COUNTY OF)**

On this _____ day of _____, 20____, before me, the subscriber, a
Notary Public in and for said County, personally appeared:

_____ and _____

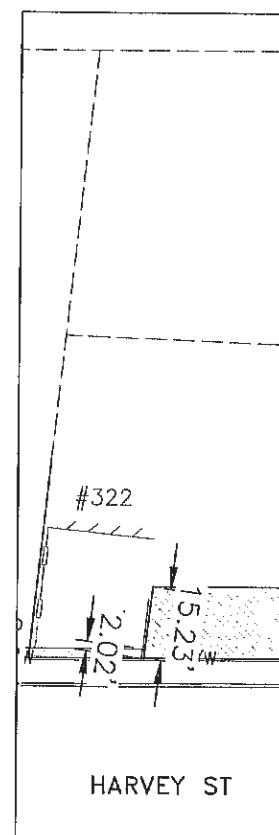
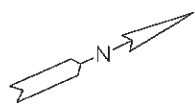
to me known to be the same persons described in and who executed the within instrument, and who have acknowledged the
same to be their free act and deed.

INSTRUMENT DRAFTED BY:

Notary Public, _____ County, Michigan

My Commission Expires: _____

WHEN RECORDED RETURN TO:



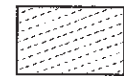
322 HARVEY

TEMPORARY GRADING EASEMENT EXHIBIT

PERMANENT ROW NEEDED FOR
PUBLIC WALKWAY TO BE IN
PUBLIC ROW AT CORNER AND
PROPOSED MAST ARM
INSTALLATION. TEMPORARY
GRADING EASEMENT NEEDED
DURING CONSTRUCTION ONLY..



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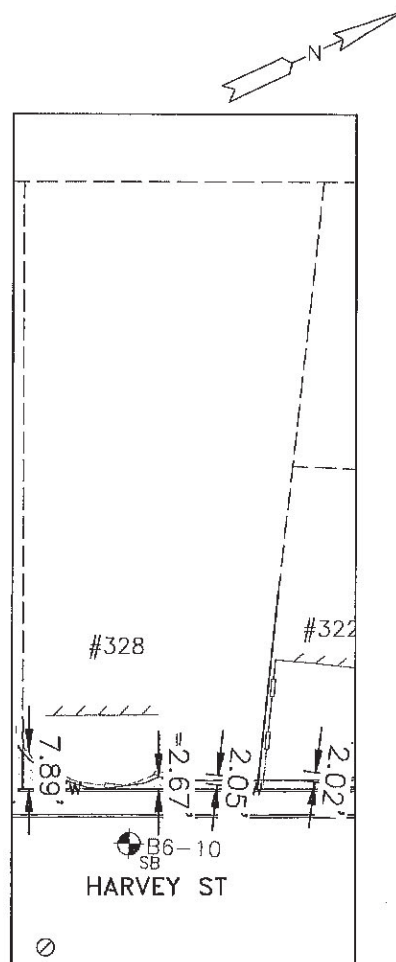
TEMPORARY GRADING
EASEMENT REQUIRED



PROPOSED NEEDED ROW

PARCEL/LOT & SUBN. LOT 339 ASSESSORS PLYMOUTH PLAT NO 13
SIDWELL NO. 49-009-03-0339-000

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328 HARVEY

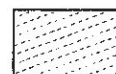
TEMPORARY GRADING EASEMENT EXHIBIT

TEMPORARY GRADING EASEMENT
NEEDED DURING CONSTRUCTION
ONLY..

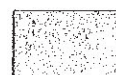


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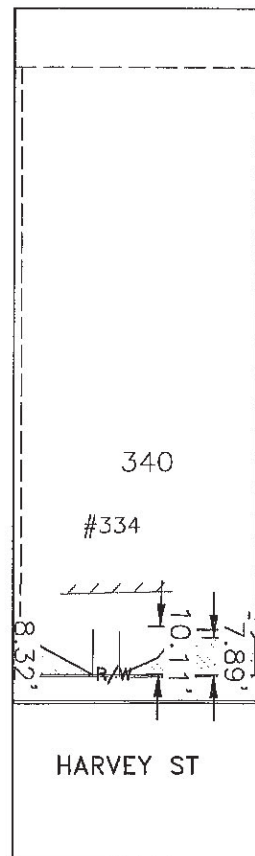
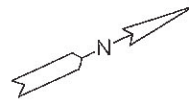
TEMPORARY GRADING
EASEMENT REQUIRED



PROPOSED NEEDED ROW

PARCEL/LOT & SUBN. LOT 340 ASSESSORS PLYMOUTH PLAT NO 13
SIDWELL NO. 49-009-03-0340-000

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334 HARVEY

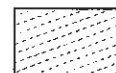
TEMPORARY GRADING EASEMENT EXHIBIT

TEMPORARY GRADING EASEMENT
NEEDED DURING CONSTRUCTION
ONLY..



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TEMPORARY GRADING
EASEMENT REQUIRED



PROPOSED NEEDED ROW

PARCEL/LOT & SUBN. LOT 341 ASSESSORS PLYMOUTH PLAT NO 13
SIDWELL NO. 49-009-03-0341-000

WITNESSETH; That the said Party of the first part, for and in consideration of the sum of One Dollar and other valuable consideration to them in hand, paid by the said party of the second part, the receipt of which is hereby confessed and acknowledged, do hereby these presents grant unto the party of the second part, a Temporary Construction and Grading Easement in, on, over, under and through a certain parcel(s) of land situated in the City of Plymouth, County of Wayne, and State of Michigan, more particularly described as:

including the right of access in the said party of the second part to go over and upon the land of the said parties of the first part for the purpose of the Temporary Construction and Grading Easement, provided that the granting of the above easement does not vest in the party of the second part authority to use any portion of land for purposes other than herein designated.

IT IS FURTHER UNDERSTOOD AND AGREED, as part of the consideration for the granting of the above Temporary Construction and Grading Easement, that the rights of the said party of the second part in land herein granted shall cease to exist upon the completion of the project, as evidenced by the acceptance of the work by the said party of the second part.

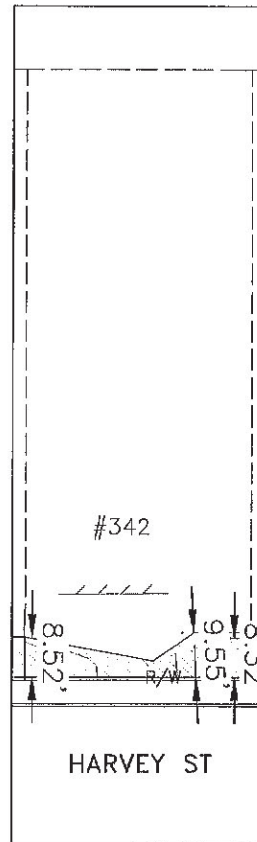
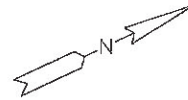
OWNER(S):

On this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for said County, personally appeared:

to me known to be the same persons described in and who executed the within instrument, and who have acknowledged the same to be their free act and deed.

My Commission Expires: _____

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342 HARVEY

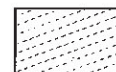
TEMPORARY GRADING EASEMENT EXHIBIT

TEMPORARY GRADING EASEMENT
NEEDED DURING CONSTRUCTION
ONLY..



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TEMPORARY GRADING
EASEMENT REQUIRED



PROPOSED NEEDED ROW

PARCEL/LOT & SUBN. LOT 342 ASSESSORS PLYMOUTH PLAT NO 13
SIDWELL NO. 49-009-03-0342-001

WITNESSETH; That the said Party of the first part, for and in consideration of the sum of One Dollar and other valuable consideration to them in hand, paid by the said party of the second part, the receipt of which is hereby confessed and acknowledged, do hereby these presents grant unto the party of the second part, a Temporary Construction and Grading Easement in, on, over, under and through a certain parcel(s) of land situated in the City of Plymouth, County of Wayne, and State of Michigan, more particularly described as:

Including the right of access in the said party of the second part to go over and upon the land of the said parties of the first part for the purpose of the Temporary Construction and Grading Easement, provided that the granting of the above easement does not vest in the party of the second part authority to use any portion of land for purposes other than herein designated.

IT IS FURTHER UNDERSTOOD AND AGREED, as part of the consideration for the granting of the above Temporary Construction and Grading Easement, that the rights of the said party of the second part in land herein granted shall cease to exist upon the completion of the project, as evidenced by the acceptance of the work by the said party of the second part.

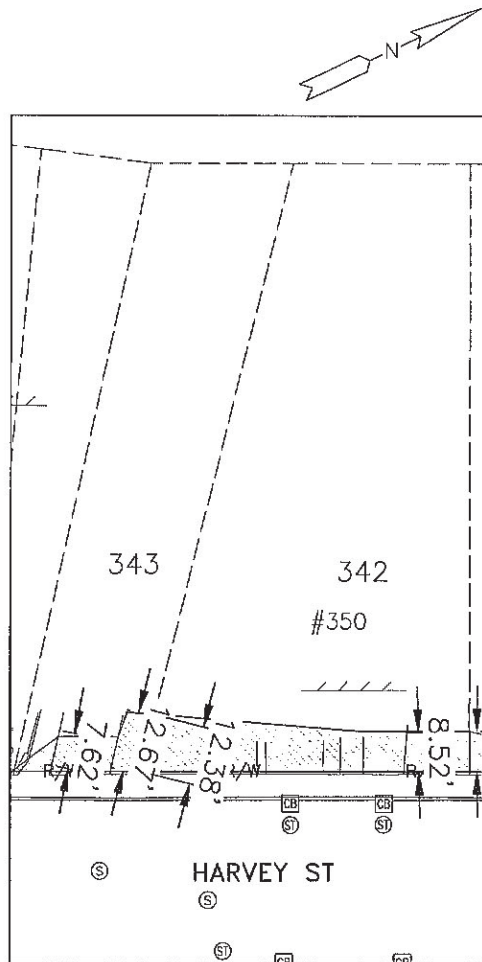
OWNER(S):

On this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for said County, personally appeared:

to me known to be the same persons described in and who executed the within instrument, and who have acknowledged the same to be their free act and deed.

My Commission Expires: _____

Z:\Main DMS\Infrastructure Programs\2021 Infrastructure\Harvey St\Temporary Easements\Temporary Easement 350 S Harvey.doc



350 HARVEY

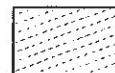
TEMPORARY GRADING EASEMENT EXHIBIT

TEMPORARY GRADING EASEMENT
NEEDED DURING CONSTRUCTION
ONLY..



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TEMPORARY GRADING
EASEMENT REQUIRED



PROPOSED NEEDED ROW

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

**PARCEL/LOT & SUBN. LOT 344 AND 345 ASSESSORS PLYMOUTH PLAT NO 13
SIDWELL NO. 49-009-03-0344-000**

THIS INDENTURE made the _____ day of _____ A.D. 20____ between
COVINGTON, THOMAS F party of the first part, and CITY OF PLYMOUTH, a Municipal corporation of the State of Michigan,
party of the second part.

WITNESSETH; That the said Party of the first part, for and in consideration of the sum of One Dollar and other
valuable consideration to them in hand, paid by the said party of the second part, the receipt of which is hereby confessed and
acknowledged, do hereby these presents grant unto the party of the second part, a Temporary Construction and Grading
Easement in, on, over, under and through a certain parcel(s) of land situated in the City of Plymouth, County of Wayne, and
State of Michigan, more particularly described as:

360-362 HARVEY TEMPORARY GRADING EASEMENT EXHIBIT

including the right of access in the said party of the second part to go over and upon the land of the said parties of the first part
for the purpose of the Temporary Construction and Grading Easement, provided that the granting of the above easement does
not vest in the party of the second part authority to use any portion of land for purposes other than herein designated.

IT IS UNDERSTOOD AND AGREED, as a part of the consideration for the granting of the above Temporary
Construction and Grading Easement, that the said party of the second part, its successors or assigns, will make reasonable
effort to leave the premises in as good condition as presently exists.

IT IS FURTHER UNDERSTOOD AND AGREED, as part of the consideration for the granting of the above Temporary
Construction and Grading Easement, that the rights of the said party of the second part in land herein granted shall cease to
exist upon the completion of the project, as evidenced by the acceptance of the work by the said party of the second part.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year
first above written.

CITY OF PLYMOUTH:

OWNER(S):

STATE OF MICHIGAN)
) SS
COUNTY OF)

On this _____ day of _____, 20____, before me, the subscriber, a
Notary Public in and for said County, personally appeared:

_____ and _____

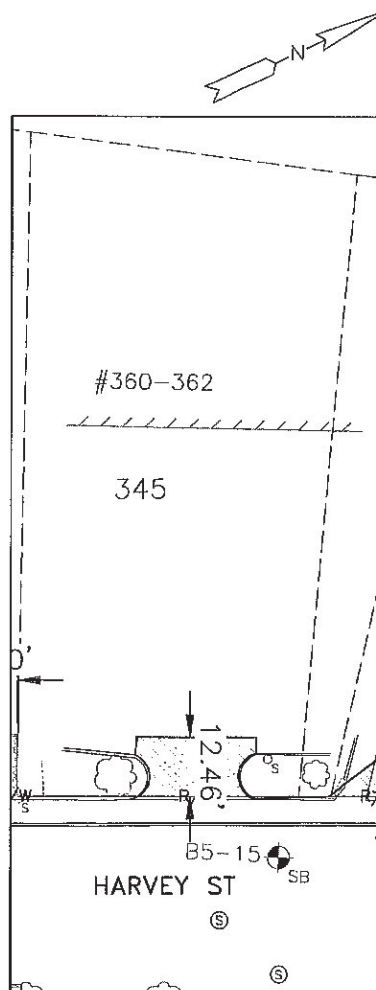
to me known to be the same persons described in and who executed the within instrument, and who have acknowledged the
same to be their free act and deed.

INSTRUMENT DRAFTED BY:

Notary Public, _____ County, Michigan

My Commission Expires: _____

WHEN RECORDED RETURN TO:



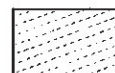
360-362 HARVEY

TEMPORARY GRADING EASEMENT EXHIBIT

TEMPORARY GRADING EASEMENT
NEEDED DURING CONSTRUCTION
ONLY..



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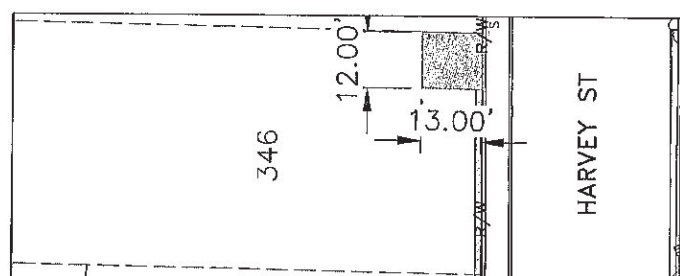
TEMPORARY GRADING
EASEMENT REQUIRED



PROPOSED NEEDED ROW

PARCEL/LOT & SUBN. LOT 346 ASSESSORS PLYMOUTH PLAT NO 13
SIDWELL NO. 49-009-03-0346-000

Z:\Main DMS\Infrastructure Programs\2021 Infrastructure\Harvey St\Temporary Easements\Temporary Easement 376 S Harvey.doc



376 HARVEY

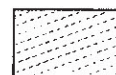
TEMPORARY GRADING EASEMENT EXHIBIT



**WADE
TRIM**

25251 Northline Rd.
Taylor, MI 48180
734.947.9700
www.wadetrtrim.com

PERMANENT ROW NEEDED FOR
PUBLIC WALKWAY TO BE IN
PUBLIC ROW AT CORNER.
PERMANENT ROW NEEDED TO
PLACE FIRE HYDRANT.
TEMPORARY GRADING EASEMENT
NEEDED DURING CONSTRUCTION
ONLY..



TEMPORARY GRADING
EASEMENT REQUIRED



PROPOSED NEEDED ROW

h. 2021 Infrastructure Plan – Harvey St. Traffic Signals Contract
The following motion was offered by Thomey and seconded by Sebastian.

RESOLUTION 2021-68

WHEREAS The City Commission and the Downtown Development Authority have previously authorized up to \$250,000 each for the future installation of new pedestrian and traffic signals at Harvey & Penniman, and at Harvey & Ann Arbor Trail; and

WHEREAS This project is part of the City's on-going efforts for quality-of-life improvements and the City's infrastructure programs, including the 2019 Road Bond Issue.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a contract with Rauhorn Electric in the amount of \$399,500 for new mast arm traffic and pedestrian signals at Harvey & Penniman and at Harvey & Ann Arbor Trail. Further, the City Commission authorizes an engineering allowance of up to \$50,000 and a construction contingency of \$20,000 for this project. Funding for this project is being shared between the City of Plymouth and the City Downtown Development Authority, which each group paying half of the expenses for the project.

Wolcott noted that the project is under the projected budget and anticipates spring for the project. O'Donnell confirmed with Shawn Keough if the type of signals can show the walk signal for pedestrians to avoid confusion as to when they can cross. Keough stated they would have to be reprogrammed from the current set-up where the pedestrian pushes the button when they want to cross. Sincock and Cox also confirmed that it is illegal for a pedestrian to enter a crosswalk after the countdown signal appears.

Joe Elliott of 404 Irvin likes the countdown clock.

There was a roll call vote.

Yes: Sebastian, Deal, Krol, Moroz, O'Donnell, Thomey, Wolcott

MOTION PASSED 7-0

8. REPORTS AND CORRESPONDENCE

a. Liaison Reports

Deal reported on the DDA- Arbor Health renovations of stairwell and glass enclosure will take place in August.

Thomey NPFAB met today and welcomed new fire chief Matt Samhat.

O'Donnell and Karen Sisolak reported on Planning Commission.

Wolcott encouraged people to apply to be a member of boards & commissions.

9. ADJOURNMENT

Hearing no further discussion, Wolcott asked for a motion to adjourn at 8:43 p.m. A motion to adjourn was offered by Thomey and seconded by Sebastian.

There was a roll call vote.

Yes: Sebastian, Deal, Krol, Moroz, O'Donnell, Thomey, Wolcott

MOTION PASSED 7-0

OLIVER WOLCOTT
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK



Special Event Application

ITEM #4.b

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

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

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

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

Sponsoring Organization's Legal Name Plymouth Historical Society
Ph# 734-455-8940^{x9} Fax# 734-455-7797 Email director@plymouthhistory.org Website plymouthhistory.org
Address 155 S Main St City Plymouth State MI Zip 48170
Sponsoring Organization's Agent's Name Elizabeth Kerstens Title Executive Director
Ph# 734-455-8940^{x9} Fax# _____ Email director@plymouthhistory.org Cell# 734-502-0760
Address Same City _____ State _____ Zip _____

Event Name Plymouth Ghosts Cemetery Walk
Event Purpose Fundraiser
Event Date(s) Saturday, Oct 23, 2021
Event Times 4 - 9 pm
Event Location Riverside Cemetery
What Kind Of Activities? Groups escorted to 8 gravesites where there are reenactors
What is the Highest Number of People You Expect in Attendance at Any One Time? 120
Coordinating With Another Event? YES ☐ NO ☒ If Yes, Event Name: _____

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

8 actors are positioned at selected gravesites. We put up a large tent near the mausoleum. Groups of 25 people are escorted to grave sites every 15 minutes. We try to leave the cemetery better than we found it.

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

2. ARE YOU PLANNING TO RESERVE A DATE FOR NEXT YEAR WITH THIS APPLICATION (SEE POLICY 12.15)? 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:

Oct 22, 2022

See section 12.13 for license & insurance requirements for vendors

3. DO YOU HAVE ANY CONCESSIONS?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	OTHER VENDORS?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
4. DO YOU HAVE ANY VENDOR SERVED AT THIS EVENT?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
5. WILL ANY OTHER SERVICE BE PROVIDED AT THIS EVENT?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
6. WILL YOU HAVE ANY OTHER VENDOR WATER?	YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/>		

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

We just need to plug We need traffic cones to block certain streets (12)

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

9. EVENT SIGNAGE: Will this event include any signage? YES ☐ NO ☒
If Yes, refer to Policy 12.8 for requirements, and attach the size and location of your proposed signage complete with full location / description. Please include with the application.
If the signage is approved by the City of Plymouth for special events, all signage must be attached to a sign 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 lights prior to the event. NO SIGNS ARE ALLOWED IN THE PARK IN ADVANCE OF THE EVENT.

10. UNLIMITED PARKING: Are you requesting the removal of this link to parking (see Policy 12.3)? YES ☐ NO ☒
If Yes, list the lots or locations where/why this is requested:

10. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that
- a 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)
 - Event sponsors and participants will be required to sign Indemnification Agreement forms (refer to Policy 12.12).
 - 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)
 - 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)
 - 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.

7/21/2021
Date

Elizabeth H. Hentzen
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

This is a fundraiser - please don't charge us anything.

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The Plymouth Historical Society (*organization name*) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Plymouth Ghosts Cemetery Walk (*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 Elizabeth U. Ventas

Date 7/21/21

Witness Leslie Ryder

Date 7/21/21

EVENT REVIEW FORM

MUNICIPAL SERVICES:	<u>Approved</u>	Denied	(list reason for denial)	Initial	CP
NO SERVICES NEEDED					
WILL COORDINATE IN CASE OF ANY FUNERALS					
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO					
Labor Costs: \$	0	Equipment Costs: \$	0	Materials Costs	\$ 0
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial	JRC
NO SERVICES NEEDED					
Labor Costs \$		Equipment Costs \$	0	Materials Costs	\$
FIRE:	<u>Approved</u>	Denied	(list reason for denial)	Initial	JIS
No Services Required					
Labor Costs \$		Equipment Costs \$		Materials Costs	\$
HVA:	Approved	Denied	(list reason for denial)	Initial	
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial	SBP
Labor Costs \$	0	Equipment Costs \$		Materials Costs	\$
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial	MB
<u>Class I - Low Hazard</u>	Cert of Insurance needed naming City of Mount				
Class II - Moderate Hazard	as Additional Insured				
Class III - High Hazard					
Class IV - Severe Hazard					

EVENT NAME: _____ TOTAL ESTIMATED FEE: _____
 (Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

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

APPROVED _____ NOT APPROVED _____ DATE _____



Special Event Application

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

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

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

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

Sponsoring Organization's Legal Name		<u>Sun & Snow Sports, Inc</u>			
Ph#	<u>7346639515</u>	Fax#		Email	<u>heidi@sunandsnow.com</u>
				Website	<u>sunandsnow.com</u>
Address	<u>388 S. Main Street</u>	City	<u>Plymouth</u>	State	<u>mi</u>
				Zip	<u>48170</u>
Sponsoring Organization's Agent's Name					Title
Ph#		Fax#		Email	
				Cell#	
Address		City		State	
				Zip	

Event Name	<u>Sun & Snow Ski and Snowboard Swap</u>
Event Purpose	<u>To sell new and used customers equipment</u>
Event Date(s)	<u>November 19-21 December 10-12</u>
Event Times	<u>Friday 3pm-8pm, Saturday 9am-6pm, Sunday 11am-5pm</u>
Event Location	<u>The Gathering</u>
What Kind Of Activities?	<u>Sale of new and used ski and snowboard equipment</u>
What is the Highest Number of People You Expect in Attendance at Any One Time?	<u>50-75</u>
Coordinating With Another Event?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If Yes, Event Name: _____
Event Details:	(Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)
	<u>We will set up to sell our new and used equipment under the gathering</u>
	<u>Friday, Sunday</u>

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)

Gathering closed Thursday -Sunday.

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

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

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

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

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

YES ☐ NO ☒

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

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

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

7/20/21

Date

Heidi Parent

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 Sun & Snow (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 Sun & Snow ski swap (event name) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature Heidi Parent

Date 7/20/21

Witness [Signature]

Date 7/20/21

EVENT REVIEW FORM

MUNICIPAL SERVICES:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>CP</u>
DMS TO Block off GATHERING a Post NP IN ADVANCE				
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO				
Labor Costs: \$	<u>30</u>	Equipment Costs: \$	<u>15</u>	Materials Costs \$ <u>10</u>
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>MC</u>
No SERVICES NEEDED				
Labor Costs \$		Equipment Costs \$	<u>0</u>	Materials Costs \$
<u>FIRE:</u>	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>JD</u>
No Service Required				
Labor Costs \$		Equipment Costs \$		Materials Costs \$
HVA:	<u>Approved</u>	Denied	(list reason for denial)	Initial
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>SBP</u>
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>WB</u>
Class I – Low Hazard	Need Cert of Ins Naming City of Plymouth			
Class II – Moderate Hazard	as additional insured.			
Class III – High Hazard				
Class IV – Severe Hazard				

EVENT NAME: _____ TOTAL ESTIMATED FEE: _____
 (Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

X 4 DAYS

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

APPROVED _____ NOT APPROVED _____ DATE _____



Special Event Application

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

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

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

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

Sponsoring Organization's Legal Name		Sun & Snow Sports, Inc.			
Ph#	7346639515	Fax#		Email	heidi@sunandsnow.com
Website		sunandsnow.com			
Address	388 S. Main Street	City	Plymouth	State	mi
				Zip	48170
Sponsoring Organization's Agent's Name		Downtown Plymouth Events		Title	
Ph#		Fax#		Email	
Cell#		7342338848			
Address		City		State	
				Zip	

Event Name	Christmas in Plymouth/Mistletoe Market
Event Purpose	To celebrate the season with shopping and entertainment
Event Date(s)	Thursday December 2nd
Event Times	Market 12p-9pm, CIP 5p-9p
Event Location	The Gathering and throughout downtown
What Kind Of Activities?	horse and carriage rides, market at the gathering, music, dancing,
What is the Highest Number of People You Expect in Attendance at Any One Time?	
Coordinating With Another Event?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If Yes, Event Name:
Event Details:	(Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)
	Horse and carriage rides, reindeer to view, market in the gathering, dancing and singing on the sidewalks, santa visiting, carolers, kids activities.

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):

first thursday in December

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)

Gathering closed and possibly the street in front. Same as previous years.

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

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

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

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

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

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

YES ☐ NO ☒

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

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

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

7/20/21

Date

Heidi Prescott

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 Sun & Snow (*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 Christmas in Plymouth (*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 Heidi Paas

Date 7/20/21

Witness [Signature]

Date 7/20/21

EVENT REVIEW FORM

MUNICIPAL SERVICES:	Approved	Denied	(list reason for denial)	Initial	CP
DMS TO BLOCK GATHERING & POST NP PRIOR TO EVENT					
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO					
Labor Costs:	\$ 30	Equipment Costs:	\$ 15	Materials Costs	\$ 10
POLICE:	Approved	Denied	(list reason for denial)	Initial	ACC
NO SERVICES NEEDED					
Labor Costs \$		Equipment Costs \$	0	Materials Costs \$	
FIRE:	Approved	Denied	(list reason for denial)	Initial	JO
NO SERVICE REQUIRED					
Labor Costs \$		Equipment Costs \$		Materials Costs \$	
HVA:	Approved	Denied	(list reason for denial)	Initial	
DDA:	Approved	Denied	(list reason for denial)	Initial	SBP
Labor Costs \$	0	Equipment Costs \$		Materials Costs \$	
RISK MANAGEMENT:	Approved	Denied	(list reason for denial)	Initial	MB
Class I - Low Hazard	Cert of Ins. Needed naming City as additional insured.				
Class II - Moderate Hazard					
Class III - High Hazard					
Class IV - Severe Hazard					

EVENT NAME: _____ TOTAL ESTIMATED FEE: _____
 (Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

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

APPROVED _____ NOT APPROVED _____ DATE _____



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Traffic Control Order 21-01 Parking in the DDA 06-07-21.docx
Date: July 29, 2021
RE: Approval of Traffic Control Order 21-02 – Parking in the Gathering

Background

The City Administration created a Traffic Control Order related to parking in the Gathering during the overnight hours.

These orders are first handled administratively with the temporary Traffic Control Order being issued by our Street Administrator and filed with the Police Chief and City Clerk. Following a "waiting period" (between 70-90 days), they are reviewed and can either expire or be adopted by the City Commission. The final step to make the signs legal would be confirmation/approval of the City Commission.

It is now necessary for the City Commission to formally adopt the Traffic Control Order now that the required "waiting period" is nearly complete. If the City Commission does not approve/confirm the TCO, the order will be rescinded.

We have attached a memorandum from Chris Porman which further outlines this situation.

RECOMMENDATION:

The City Administration recommends that the City Commission adopt Traffic Control Order (TCO) 21-02 for parking in the Gathering Parking Lot. We have prepared a proposed Resolution for the City Commission to consider regarding this matter.



Department of Municipal Services

1231 Goldsmith Plymouth, MI 48170 734-453-7737 phone 734-455-1666 fax

Date: Tuesday, May 4, 2021
To: Paul Sincock, City Manager
From: Chris S. Porman, Director of Municipal Services
Re: Report of Traffic Control Order No. 21-2

Today, May 4, 2021, I issued Traffic Control Order No. 21-2 for the changes to parking within the Gathering Parking Lot. Traffic Control Order No. 21-2 will affect parking regulations in the following location:

- Gathering Parking Lot – No Overnight Parking posted

According to the Uniform Traffic Code, all Traffic Control Orders are temporary until approved by the City Commission and filed with the Clerk. The temporary Traffic Control Order for the signs in the locations listed above is set to expire on August 3, 2021. Formal action will be taken after seventy days from the issue date and before the expiration date above.

The parking signs will be installed by Municipal Services crews beginning Tuesday, May 4, 2021.

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

RESOLUTION

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

WHEREAS The City operates several streets and roads which need Traffic Control Orders, and

WHEREAS A Temporary Traffic Control order has been in place in the Gathering Parking Lot.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby adopt Traffic Control Order number 21-02 for parking restrictions in the downtown area related to parking allowed time.

BE IT FURTHER RESOLVED THAT the City Clerk shall make Traffic Control Order 21-02 a part of the official meeting minutes of this City Commission Meeting.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - CLEMIS Intergovernmental Agreement CLEMIS 08-02-21.docx
Date: July 29, 2021
RE: Intergovernmental Agreement Oakland County – CLEMIS police program

Background

The City Commission may be aware that our Police Department has been using a computer software program called CLEMIS since 2004. This program is operated and maintained by Oakland County Information Services and there is no similar type of program offered by Wayne County. Oakland County has been the leader in this type of software and the efficient maintenance of the software as well for many years. The first Intergovernmental Agreement was developed in 2015 and adopted by the City Commission in April of 2016. This formal intergovernmental agreement for all communities using the CLEMIS System and Oakland County.

Most of the Police Departments in our area use this software through Oakland County and this is not only in car software, but also the administrative "back of the house" software that we use. Also, many Fire Departments in our area use this software, but we currently do not use the software on the fire side.

We have attached a memorandum from Chief Al Cox which further outlines the need for the intergovernmental agreement. In addition, we have attached a copy of the agreement for your reference. The agreement has also been reviewed by the City Attorney's Office as well.

RECOMMENDATION:

The City Administration recommends that the City Commission adopt the Intergovernmental Agreement between the City of Plymouth and Oakland County for the CLEMIS systems. The agreement has been reviewed by the City Attorney's Office and the Police Department. This is a critical operating system for the Police Department, and it is used on a 24/7 basis by that Department.

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

PLYMOUTH POLICE DEPARTMENT MEMORANDUM

TO: PAUL SINCOCK, CITY MANAGER
FROM: A.L. COX, DIRECTOR OF PUBLIC SAFETY *A.L. Cox*
SUBJECT: CLEMIS AGREEMENT FOR I.T. SERVICES BETWEEN OAKLAND COUNTY AND CITY OF PLYMOUTH
DATE: 7/7/2021

BACKGROUND

Oakland County's Courts and Law Enforcement Management Information System (CLEMIS), provides technical applications through a cooperative effort for criminal justice and public safety among multiple agencies across multiple counties. CLEMIS became our police department's primary system for Dispatch, Records Management, and Report Writing in 2004. Since that time, our CLEMIS usage has expanded to several additional applications including Mugshot, Citations, Auto-Impound, Evidence Room, Activity Logs, Traffic Crash, and CrimeMapping. All have streamlined the described activity of each application and have greatly enhanced the ability of investigators to access a significant amount of information much quicker.

As with most cooperative efforts and consortiums, inter-local and other agreements are often required. CLEMIS is no different. And while we have previously-signed agreements in place, it is important to periodically review and update these agreements as new applications come online and as various boards and commissions change. To this end, CLEMIS is requesting that the City of Plymouth review and update our current agreement. The last time the agreement was updated was December 2015, and it should be noted that the City Attorney has also reviewed the agreement.

RECOMENDATION

CLEMIS has served us well over the last 17 years and has become a mission critical component of the police department's ability to function. For this reason, I respectfully request that the City Commission approve the attached agreement for I.T. services and authorize the Mayor to sign same. If you have any questions or concerns, please let me know.

**AGREEMENT FOR I.T. SERVICES BETWEEN
OAKLAND COUNTY AND
CITY OF PLYMOUTH**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and City of Plymouth ("Public Body") 201 S Main, Plymouth, MI 48170 . County and Public Body may also be referred to jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement for the purpose of providing Information Technology Services ("I.T. Services") for Public Body pursuant to Michigan law.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. **"Confidential Information"** means all information and data that the County is required or permitted by law to keep confidential including records of County' security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of the County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to a violation of the Michigan anti-terrorisms act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.
 - 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. **Public Body** means the City of Plymouth which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain I.T. Services.
- 1.7. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the I.T. Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.9. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
- 1.9.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.
- 1.9.2. **Over The Counter Payments** means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.
- 1.9.3. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).
- 1.9.4. **Jury Management System** means a subscription based software that facilitates the selection and communication with potential and selected individuals who may serve as jurors.
- 1.9.5. **Collaborative Asset Management System ("CAMS")** means providing for the collaborative use of information related to public assets, such as water, sanitary sewer, and/or storm sewer infrastructure, that is managed by various governmental entities participating in the CAMS within the County of Oakland in order to promote the effective maintenance and care of these assets.
- 1.9.6. **Data Center Use & Services** means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.

- 1.9.7. **Remedial Support Services** means providing Public Body assistance with diagnosis and configuration of Public Body owned system components.
- 1.9.8. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.
- 1.9.9. **Internet Service** means access to the Internet from Public Body's work stations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
- 1.9.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.
- 1.9.11. **ArcGIS Online** means the ability to access a web based, collaborative Geographic Information System (GIS) that allows users having an ArcGIS Online (AGO) Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.'s ("ESRI") secure cloud.
- 1.9.12. **Data Sharing** means the ability for the Public Body to utilize Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS).
- 1.9.13. **Pictometry Licensed Products** means the ability to use a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery.
- 1.9.14. **Security Best Practices Advice** means providing information on tools that may be used to enhance network security posture.
- 1.10. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.
- 1.11. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and selected below or added at a later date by a formal amendment to this Agreement:
- Exhibit I: Online Payments
 - Exhibit II: Over The Counter Payments
 - Exhibit III: Pay Local Taxes
 - Exhibit IV: Jury Management System
 - Exhibit V: Collaborative Asset Management System (CAMS)
 - Exhibit VI: Remedial Support Services
 - Exhibit VII: Data Center Use and Services
 - X Exhibit VIII: Oaknet Connectivity
 - X Exhibit IX: Internet Service
 - X Exhibit X: CLEMIS
 - Exhibit XI: ArcGIS Online

Exhibit XII: Data Sharing

Exhibit XIII: Pictometry Licensed Products

Exhibit XIV: Security Best Practice Advice

2. COUNTY RESPONSIBILITIES.

- 2.1. County, through its Department of Information Technology, shall provide the I.T. Services selected above which are attached and incorporated into this Agreement.
- 2.2. County shall support the I.T. Services as follows:
 - 2.2.1. **Access.** County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.
 - 2.2.2. **Maintenance and Availability.** County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County's system will include "bug" fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body's production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.
 - 2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.
 - 2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.
- 2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.
- 2.4. **Backup and Disaster Recovery.**
 - 2.4.1. County will perform periodic backups of I.T. Services hosted on County's computer system. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
 - 2.4.2. County will maintain a disaster recovery process that will be used to recover applications during a disaster or failure of County's computer system.
- 2.5. **Auditing.** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County's data and County's compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)

2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.

2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.

2.7. **Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number, e-mail or website provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com
Service Center Website	https://sc.oakgov.com

2.8. County may access, use and disclose transaction information and any content to comply with the law such as a subpoena, Court Order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by the Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than in response to legal process.

2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. The County will provide Public Body with access to these terms and conditions. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements that are applicable to Public Body.

3. PUBLIC BODY RESPONSIBILITIES.

3.1. Public Body shall immediately notify County of any unauthorized use of the I.T. Services and any breach of security of the I.T. Services. Public Body shall cooperate with County in all investigations involving the potential misuse of County's computer system or data.

3.2. Public Body is the owner of all data provided by Public Body and is responsible to provide all initial data identified in the attached Exhibits, in a format acceptable to County, and, for the CLEMIS Exhibit, as required by applicable statute, regulation, or administrative rule. Public Body is responsible for ensuring the accuracy and currency of data contained within its applications.

3.3. Public Body shall follow County's I.T. Services requirements as described on County's website. Public Body shall comply with County's minimum standards for each Internet browser used by Public Body to access I.T. Services as set forth in an Exhibit(s) to this Agreement. Public Body shall meet any changes to these minimum standards that County may reasonably update from time to time.

- 3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.
- 3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:
 - 3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.
 - 3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee's employment or association with Public Body.
 - 3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.
- 3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.
- 3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
 - 3.7.1. Direct coordination and interaction with County staff.
 - 3.7.2. Communication with general public supported by Public Body.
 - 3.7.3. Following County's procedures to report an application incident.
 - 3.7.4. If required by County, attend training classes provided by County either online or at County's Information Technology Building in Waterford, Michigan or other suitable location determined by County.
 - 3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.
 - 3.7.6. Requesting security changes and technical support from the Service Center.
 - 3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.
 - 3.7.8. To report a service incident to the Service Center, one of Public Body's Points of Contact shall provide the following information:
 - 3.7.8.1. Contact Name
 - 3.7.8.2. Telephone Number
 - 3.7.8.3. Email Address
 - 3.7.8.4. Public Body Name
 - 3.7.8.5. Application and, if possible, the specific module with which the incident is associated.

- 3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.
- 3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.
- 3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.
- 3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's data.
- 3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. DURATION OF INTERLOCAL AGREEMENT

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a Court, a signature from the Chief Judge of the Court shall evidence approval by the Public Body, providing a resolution and minutes does not apply. If the Public Body is the State of Michigan, approval and signature shall be as provided by law.
- 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreements to add Exhibits that were previously approved by the Board of Commissioners but are requested by Public Body after the execution of the Agreement. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.3. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. PAYMENTS.

- 5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.
- 5.2. **Possible Additional Services and Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to I.T. Services the Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such data or information. County may waive this requirement in its sole discretion.
- 5.3. County shall provide Public Body with a detailed invoice/explanation of County's costs for I.T. Services provided herein and/or a statement describing any amounts owed to County.

Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurer – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.

- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

6. ASSURANCES.

- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
- 6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.6. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party

have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

- 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. USE OF CONFIDENTIAL INFORMATION

- 7.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to the County or to a Public Body Employee not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information which can establish by legally sufficient evidence: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 7.2. Within five (5) business days' receipt of a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all of the disclosing Party's Confidential Information.

8. DISCLAIMER OR WARRANTIES.

- 8.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 8.2. County makes no warranty that (i) the I.T. Services will meet Public Body's requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.
- 8.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.

9. **LIMITATION OF LIABILITY.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

10. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County's Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this

Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

11. TERMINATION OR CANCELLATION OF AGREEMENT

- 11.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.
- 11.2. Early termination fees may apply to Public Body if provided for in the Exhibits.
- 11.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Information Technology.

12. SUSPENSION OF SERVICES County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.

13. DELEGATION OR ASSIGNMENT Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

14. NO EMPLOYEE-EMPLOYER RELATIONSHIP Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.

15. NO THIRD-PARTY BENEFICIARIES Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

16. NO IMPLIED WAIVER Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

17. SEVERABILITY If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

18. PRECEDENCE OF DOCUMENTS In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.

19. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
20. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
21. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- 21.1. If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
- 21.2. If Notice is sent to Public Body, it shall be addressed to: Mayor Oliver Wolcott, City of Plymouth, 201 S Main, Plymouth, MI 48170.
- 21.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **ENTIRE AGREEMENT.**
- 23.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific Services described in the attached Exhibits. With regard to those Services, this Agreement supersedes all other oral or written agreements between the Parties.
- 23.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Mayor Oliver Wolcott hereby acknowledges that he/she has been authorized by a resolution of the City of Plymouth, a certified copy of which is attached, or by approval of the Chief Judge if the Public Body is a Court, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____

Oliver Wolcott
Mayor

DATE: _____

WITNESSED: _____

DATE: _____

AGREEMENT

ADMINISTRATOR: _____
(IF APPLICABLE)

DATE: _____

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____

David T. Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____

Oakland County Board of Commissioners
County of Oakland

DATE: _____

**EXHIBIT VIII
I.T. SERVICES AGREEMENT
OAKNET CONNECTIVITY**

INTRODUCTION

The I.T. Service described in this Exhibit (OakNet Connectivity) will provide network transport services to government agencies for the purpose of accessing applications and ISP services provided by Oakland County.

1.0 COUNTY RESPONSIBILITIES

- 1.1 County shall provide, install, and maintain the network equipment and cable necessary to deliver the I.T. Service of OakNet Connectivity, which will allow Public Body to connect to the County's network (OakNet) at Public Body's facilities and workstations. OakNet Connectivity permits Public Body to access I.T. Services that County has made available to Public Body.
- 1.2 County shall provide Public Body with a private IP address range, subnet mask, and gateway address for use by Public Body in configuring its internal network and to enable use of this I.T. Service.
- 1.3 County shall provide a single port by which Public Body may connect its internal network to OakNet
- 1.4 County shall use reasonable means to provide the I.T. Service for the transmission of information 24 hours a day, 7 days a week.
- 1.5 County and authorized Vendors shall present identification to Public Body for physical access to the OakNet Connectivity equipment for emergency service and scheduled maintenance.
- 1.6 To the extent practicable, County shall notify Public Body sixty (60) days in advance of pending changes in its contract with its third party connection provider(s). If the County's connection provider(s) is increasing costs, County shall provide Public Body with sufficient information to determine if it wishes to continue receiving this I.T. Service.

2.0 PUBLIC BODY RESPONSIBILITIES

- 2.1 Public Body shall provide adequate space and electrical power for the County to place equipment, an equipment cabinet, and cable.
- 2.2 Public Body shall promptly provide County staff and authorized third party with physical access to County equipment for emergency service and scheduled maintenance.
- 2.3 Public Body shall not mount any equipment in the County's equipment cabinet.
- 2.4 Public Body shall be responsible for configuring and maintaining Public Body's internal network equipment and cabling. Internal network equipment shall include cables connecting Public Body and County equipment.
- 2.5 Public Body shall configure Public Body workstations and other equipment to operate properly on the internal network, including assignment/configuration of the

EXHIBIT VIII
I.T. SERVICES AGREEMENT
OAKNET CONNECTIVITY

local IP addresses, Network Address Translation (NAT), or Domain Name Services (DNS) and as required to access this I.T. Service.

- 2.6 If Public Body terminates this I.T. Service, Public Body shall pay any charges related to early termination of third party communication services provided by County on behalf of Public Body.
- 2.7 Public Body shall be responsible for all costs associated with the relocation, reconfiguration or removal of County equipment and cable, when any of these changes are initiated by or at the request of Public Body, for any reason, including but not limited to relocation of municipal offices, construction, renovation, and discontinuance of services.
- 2.8 Public Body shall not attempt to access, configure, power cycle or connect to any County equipment unless specifically directed to do so by authorized County Department of Information Technology personnel or third party authorized by County.

3.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

4.0 SERVICE AND SUPPORT COSTS

County will invoice Public Body monthly for the cost of the communication lines. These charges will be based upon the rates set by the County's connection provider. County may choose to waive any fees for qualified law enforcement departments and for Public Bodies located within Oakland County.

5.0 LICENSE USE AND ACCESS

- 5.1 County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

**EXHIBIT IX
I.T. SERVICES AGREEMENT
INTERNET SERVICE**

INTRODUCTION

The I.T. Service described in this Exhibit (Internet Services) will provide Internet Service connectivity to government agencies for the purpose of accessing Websites and E-Mail services.

1.0 COUNTY RESPONSIBILITIES

- 1.1 County shall provide an I.T. Service enabling Public Body to access Internet service from its facilities and workstations via County's Internet Service Provider (ISP). County has sole control over the selection and retention of the ISP.
- 1.2 County may, in its sole discretion, block any device or network traffic from or to Public Body that has the potential to interfere with the County's ability to provide access to internet service, any other I.T. Services or County services of any type. County will advise Public Body Points of Contact of changes to ISPs, decisions to block any device or network traffic or other changes that could impact Public Body's daily operations.
- 1.3 County shall only provide outbound access to the Internet, and shall not be obligated to provide any access for Internet devices to Public Body devices or services directly. County shall not provide an Internet routable address to the Public Body for incoming Internet traffic.

2.0 PUBLIC BODY RESPONSIBILITIES

- 2.1 Public Body shall abide by the Acceptable Use Policy (AUP) of the County's Internet Service Provider (ISP) or ISP's and all changes made to the AUP(s) by the ISP(s) used during the term of the Agreement. County will provide the URL to the applicable AUP. Public Body, through its points of contact will review the AUP and oversee compliance with the policy among Public Body employees and agents.

3.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

4.0 SERVICE AND SUPPORT COSTS

County will provide access to Internet Service via its Internet Service provider without fee or cost. If County determines that, in order to maintain access to Internet Service for Public Body, it must charge a fee, County will promptly notify Public Body.

5.0 LICENSE USE AND ACCESS

- 5.1 County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

INTRODUCTION.

The Courts and Law Enforcement Management Information System (known as “CLEMIS”) is a multi-faceted, regional public safety information management system, operated and maintained by the Oakland County Department of Information Technology, CLEMIS Division. CLEMIS is comprised of many software applications.

CLEMIS was created in 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely manner. The purpose of CLEMIS is to provide innovative technology and related services to criminal justice/public safety agencies to enable them to share data and to improve the delivery of criminal justice/public safety services. Public Bodies that use CLEMIS have realized lower costs and improved efficiency in providing criminal justice/public safety services. These benefits allow first responders additional time to serve and protect citizens.

The Parties agree to the following terms and conditions:

1. **DEFINITIONS.** The following words and expressions used throughout this Exhibit, whether used in the singular or plural, shall be defined and interpreted as follows.
 - 1.1. **CLEMIS** is the Court and Law Enforcement Management Information System, an information management system, comprised of CLEMIS Applications operated and maintained by the CLEMIS Division with recommendations and counsel from the CLEMIS Advisory Committee.
 - 1.2. **CLEMIS Advisory Committee (formerly known as the CLEMIS Advisory or Policy Board)** is an advisory committee that leads the CLEMIS Consortium and that provides recommendations and counsel to the CLEMIS Division regarding the operation and maintenance of CLEMIS.
 - 1.3. **CLEMIS Applications** are the specific software applications that comprise CLEMIS. These software applications are listed and described on the CLEMIS Website and are included in the definition of I.T. Services under this Agreement.
 - 1.4. **CLEMIS Consortium** is a non-legal entity comprised of all CLEMIS Members. Its purpose is to empower criminal justice/public safety agencies to maximize the use of collected data, to enhance daily operations and engage in comprehensive planning. The Consortium is led by the CLEMIS Advisory Committee.
 - 1.5. **CLEMIS Division** is the division in the Oakland County Department of Information Technology responsible for the operation and maintenance of CLEMIS.
 - 1.6. **CLEMIS Fee** is the sum of costs for use of CLEMIS, CLEMIS Applications, and services provided by the CLEMIS Division. These costs are listed and itemized on the CLEMIS Website.
 - 1.7. **CLEMIS Member** means the Public Body that executes this Exhibit and compiles with this Agreement.

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee – 4/15/21

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

- 1.8. **CLEMIS Website** is the portion of the County's website dedicated to CLEMIS located at www.oakgov.com/clemis or www.clemis.org.
- 1.9. **Criminal Justice Information Services ("CJIS") Security Policy** is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information ("CJI") as defined in the CJIS Security Policy.
- 1.10. **Fire Records Management System ("FRMS")** is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.

2. CLEMIS DIVISION RESPONSIBILITIES.

- 2.1. **Provision of CLEMIS Applications.** County shall provide Public Body with access to CLEMIS and the specific CLEMIS Applications and services marked on Addendum A, which may be changed from time to time. Addendum A is fully incorporated into this Agreement. Notwithstanding any provision in this Agreement, Addendum A and any changes thereto shall be signed by the CLEMIS Division Manager on behalf of County and the authorized representative as designated on Addendum A on behalf of Public Body. The operational descriptions of the CLEMIS Applications and services are set forth on the CLEMIS Website.
- 2.2. **Compliance with Laws, Rules, Regulations, and Policies.** County shall comply with all applicable laws, rules, and regulations and the CJIS Security Policy in the delivery, operation, and maintenance of CLEMIS Applications and in the transmission, access, storage, and use of data through or in CLEMIS Applications.
- 2.3. **No Verification of Data.** County does not verify or review data entered into and stored in CLEMIS for accuracy.

3. PUBLIC BODY RESPONSIBILITIES.

- 3.1. **Execution of Exhibit VIII.** Unless approved in writing by the CLEMIS Division, Public Body must execute Exhibit VIII to this Agreement (OakNet Connectivity) to provide connectivity for the use and operation of CLEMIS Applications. If Public Body receives approval from the CLEMIS Division not to use OakNet, such approval will be marked on Addendum A.
- 3.2. **Execution of Management Control Agreement.** Public Body shall execute a Management Control Agreement with County as required by and consistent with the CJIS Security Policy, which may be amended from time to time. The Management Control Agreement shall be executed by the persons authorized to sign Addendum A.
- 3.3. **Compliance with Laws, Rules, Regulations, and Policies.** Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee – 4/15/21

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

regulations when using CLEMIS and when generating, entering, and using data that is stored in CLEMIS.

- 3.4. **Access to CLEMIS.** Only Public Body Employees authorized by Public Body may access and use CLEMIS. Public Body shall keep a list of Public Body Employees authorized to access and use CLEMIS. Public Body shall review this list at least quarterly to ensure its accuracy. Upon written request of County, Public Body shall provide this list to County. Public Body shall not allow any individuals, who are not on this list, to access and use CLEMIS.
- 3.5. **Security/Background Checks.** Public Body shall provide for and pay for security/background checks for all Public Body Employees who access and use CLEMIS, as required by the CJIS Security Policy and any other applicable law, rule, and regulation.
- 3.6. **Data Entry.** Public Body is solely responsible for entering all data that is required by any CLEMIS Applications into CLEMIS.
- 3.7. **Data Ownership.** All data entered into CLEMIS by Public Body shall be and shall remain the data of Public Body.
- 3.8. **Data Accuracy.** Public Body is solely responsible for ensuring that all data entered into and stored in CLEMIS is accurate and complete. Accurate and complete means that the data does not contain erroneous information. Public Body shall immediately correct erroneous information upon discovery of error. To ensure accurate and complete data, Public Body shall conduct regular and systemic audits to minimize the possibility of generating, transmitting, and storing erroneous information.
- 3.9. **Data Update/Expungment/Redaction.** Public Body is solely responsible for updating, expunging, correcting, record locking, or redacting Public Body's data entered into or stored in CLEMIS, as required by law, rule, regulation, court order, or the CJIS Security Policy.
- 3.10. **Access to Public Body Facilities.** Public Body shall allow County employees access to Public Body facilities for maintenance of CLEMIS and to audit Public Body's use of CLEMIS.
- 3.11. **Provision of Hardware/Equipment.** The hardware/equipment needed to access and use CLEMIS shall be purchased, maintained, repaired and replaced by Public Body, unless otherwise agreed, in writing, by the Parties. The hardware/equipment shall meet the specifications and requirements set forth by the CLEMIS Division.
- 3.12. **Changes or Alternations to Public Body Facilities.** If Public Body is required to or decides to make changes or alternations to its facilities/buildings for any reason, then Public Body is responsible for all costs and expenses associated with moving or relocating hardware/equipment used to access CLEMIS or with moving or relocating the medium/connectivity, e.g., fiber, wireless connections, ISDN Lines, T1 Lines, etc., used to access CLEMIS.

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee -- 4/15/21

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

- 3.13. **E-Mail Address.** Public Body shall create and monitor a generic CLEMIS email address. The CLEMIS Division will provide Public Body instructions on how to create this email address. This email address will be the main point of contact for scheduled maintenance, outages, alerts, etc.
- 3.14. **Cooperation.** Public Body shall fully cooperate with County concerning the performance of this Agreement.
4. **PROVISION OF PUBLIC BODY DATA TO PUBLIC BODY OR THIRD PARTIES.**
- 4.1. **Request by Public Body for Public Body Data.** Public Body may request in writing that County provide a copy of portions of Public Body's data to Public Body. County will provide such data in a format and time period determined by County but will use its best efforts to provide the data in the format and time period requested by Public Body.
- 4.2. **Third Party Requests to County for Public Body Data.**
- 4.2.1. **Michigan Freedom of Information Act Requests.** County will respond pursuant to applicable law, to Michigan Freedom of Information Act ("FOIA") requests addressed and received by County. Subject to applicable law, if County receives a request for Public Body's data possessed by County, County will provide written notice to the requesting person identifying the Public Body and stating that the requesting person shall submit their request to the Public Body. Public Body shall be responsible for responding to all FOIA requests received by the Public Body.
- 4.2.2. **Other Legal Requests (Excluding FOIA Requests) to County for Public Body Data.** County will respond pursuant to applicable law to any subpoena, court order, or other legal request addressed to and received by County for Public Body's data possessed by County. Before responding to said legal request, County will use commercially reasonable efforts to inform Public Body of the request for the purpose of providing Public Body an opportunity to contest the legal request and/or to provide County with information that could impact County's response to the legal request. For the avoidance of doubt, this paragraph 4.2.2. does not apply to FOIA requests, which are governed by paragraph 4.2.1. (above).
- 4.2.3. Section 4.2 only applies to Public Body's data possessed by County for the purposes of providing services under Exhibit X (CLEMIS) and not to any other exhibit. Additionally, this section 4.2 does not apply to the CLEMIS Crash Purchase Application, which is governed by section 6 (below).
- 4.3. **Continuous Access to Public Body Data by Third Parties.**
- 4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body's data to a third party. Addendum A shall identify the

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee -- 4/15/21

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body's data.

- 4.3.2. County shall provide and shall continue to provide access to Public Body's data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body's data shall stop. Upon receipt of this notice, County shall promptly stop the third party's access to Public Body's data and shall use its best efforts to stop third party access to Public Body's data on the date requested by Public Body.
- 4.3.3. In order to effectuate the third party's continuous access to Public Body's data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body's data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.
- 4.4. **Providing Public Body Data to Third Parties.** Except as otherwise provided in this Exhibit, the Agreement, or as directed in Addendum A, County will not provide Public Body's data to a third party. Notwithstanding any other provision, County shall provide Public Body's data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police. County may provide Public Body's data to County contractors and vendors for the purposes of providing services to Public Body, the County, and/or for improving CLEMIS Applications and services.
- 4.5. **Costs for Providing Public Body Data.** If County incurs any costs in providing Public Body's data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 4.6. **Protected Health Information.** If the data, to be provided to a third party, is Protected Health Information" or "PHI" (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and under the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act ("HITECH Amendment"), then County and Public Body shall execute a Business Associate Agreement.
- 4.7. **County not Responsible for Third Party Use of Data.** Public Body acknowledges and agrees that if it requests County to provide access to Public Body's data to a third party, County shall not be responsible for any actions of the third party and the third party's use of Public Body's data.

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee – 4/15/21

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

- 4.8. **Sharing Data with other CLEMIS Members.** Public Body acknowledges and agrees that County may share Public Data with other CLEMIS members upon the recommendation and counsel of the CLEMIS Advisory Committee.

5. FINANCIAL RESPONSIBILITIES—CLEMIS FEE

- 5.1. **Payment of CLEMIS Fee.** Public Body shall pay the CLEMIS Fee to County for the CLEMIS Applications and services, which are marked on Addendum A. The amount of the CLEMIS fee and the costs that comprise the CLEMIS Fee are listed and itemized on the CLEMIS Website. The CLEMIS Division shall invoice Public Body on a quarterly basis for the CLEMIS Fee, unless otherwise specified. Public Body shall pay the invoice at the location and within the time period stated in the Agreement.
- 5.2. **Establishment of CLEMIS Fee.** The CLEMIS Division upon the recommendation and counsel of the CLEMIS Advisory Committee shall establish the CLEMIS Fee. The CLEMIS Fee shall be posted on the CLEMIS website and may be obtained from the CLEMIS Division.
- 5.3. **Review of CLEMIS Fee.** The CLEMIS Division and the CLEMIS Advisory Committee shall annually review the CLEMIS FEE.
- 5.4. **CLEMIS and FRMS Funds.** County has established and shall continue to have separate enterprise funds within the County budget for revenues, expenses, and operations of CLEMIS (hereinafter "CLEMIS Fund and FRMS Fund").
- 5.5. **Deposit of CLEMIS Fee.** All monies paid by Public Body to County pursuant to this Exhibit shall be deposited into the CLEMIS Fund or FRMS Fund, as applicable. Only revenues and expenses stemming from CLEMIS operations and maintenance are recorded in the CLEMIS Fund and FRMS Fund; no other County revenues and expenses are recorded in these Funds. Any equity in the CLEMIS Fund and FRMS Fund at the end of the County's fiscal year shall be rolled into the CLEMIS Fund and FRMS Fund for the next fiscal year. Surplus/equity in the CLEMIS Fund and FRMS Fund can only be used for CLEMIS operations and maintenance and not for the general operations of County or Public Body. Any County general fund contributions (transfers) to the CLEMIS Fund and FRMS Fund are strictly based on availability and official appropriation by County and cannot be deemed permanent on-going contributions.
- 5.6. **Financial Statement for CLEMIS and FRMS Funds.** The County Fiscal Services Division shall prepare financial statements for the CLEMIS Fund and FRMS Fund on a quarterly basis. These financial statements will be posted on the CLEMIS Website on a quarterly and year-end basis. The County Director of Management and Budget or his/her designee shall report the condition of the CLEMIS Fund and FRMS Fund to the CLEMIS Advisory Committee, on a quarterly basis.
- 5.7. **Refund of CLEMIS Fee for Operational Problems.** Subject to Section 18 (Force Majeure) of the Agreement, if any CLEMIS Applications are not operational for more than

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee – 4/15/21

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

fourteen (14) consecutive calendar days, County shall refund the CLEMIS Fee, already paid by Public Body, for the days that the CLEMIS Applications were not operational.

6. **COUNTY/PUBLIC BODY RESPONSIBILITIES FOR CLEMIS CITATION PAYMENT APPLICATION AND CLEMIS CRASH PURCHASE APPLICATION.** If a Public Body uses the CLEMIS Citation Payment Application (hereinafter "Payment Application") and/or the CLEMIS Crash Purchase Application (hereinafter "Purchase Application"), then the following terms and conditions apply:
- 6.1. **Placement of URL.** Public Body shall be responsible for placing the Payment Application and the Purchase Application URLs on its website; the URLs shall be provided by County. Public Body shall include this URL in printed or electronic communications to the general public regarding the Payment Application and the Purchase Application.
 - 6.2. **Questions Regarding Payment of Tickets/Citations/Parking Tickets and Purchase of Crash/Accident Reports.** County shall refer all questions that County receives to Public Body regarding the payment of citations/tickets/parking tickets and the purchase of crash/accident reports and regarding the amount of monies owed to Public Body.
 - 6.3. **Security of Data.** County shall secure and protect data received through the Payment Application and Purchase Application (including credit card information) according to law, County's contractual obligations, and reasonable business standards and practices.
 - 6.4. **No Interference with Contract.** Third-party service providers such as PayPal Inc. and Elavon, Inc. are required for the operation of the Payment Application and Purchase Application. Neither Public Body nor Public Body Employees shall act or fail to act, either directly or indirectly, in a manner to cause any purported breach in any term or condition in any agreement between County and such third party.
 - 6.5. **Enhanced Access Fee.** Persons or entities paying citations/tickets/parking tickets through the Payment Application or purchasing crash/accident reports through the Purchase Application shall be charged an Enhanced Access Fee, in addition to the monies owed to Public Body.
 - 6.6. **Payment Transaction for Payment Application.** When using the Payment Application, a person or entity paying a citation/ticket/parking ticket will authorize two transactions, at the time of payment: (1) one transaction for payment of monies owed to Public Body/Court and (2) one transaction for payment of the Enhanced Access Fee. The funds for the payment to Public Body/Court will be directed to the depository account designated and/or owned by Public Body/Court. The funds for the Enhanced Access Fee will be directed to a depository account designated and owned by County.
 - 6.7. **Amount of Enhanced Access Fee for Payment Application.** The Enhanced Access Fee charged to persons/entities paying citations/tickets/parking tickets through the Payment Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 07121 and as subsequently amended by the

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee -- 4/15/21

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets, Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.

- 6.8. **Amount of Enhanced Access Fee for Purchase Application.** The Enhanced Access Fee charged to persons/entities purchasing crash/accident reports through the Purchase Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 09182 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for the purchase of each crash/accident report through the Payment Application.
- 6.9. **Amount of Fee for Crash/Accident Report.** Public Body shall set the fee for the purchase of the crash/accident report through the Purchase Application. The amount of this fee shall be listed in Addendum A.
- 6.10. **Distribution of Enhanced Access Fees and Fees for Crash/Accident Reports.** Public Body's portion of the Enhanced Access Fees, set forth in this Exhibit, and the fee for the crash/accident reports, set forth in Addendum A, shall be disbursed to Public Body pursuant to its written instructions. Public Body shall provide the written instructions, required by this section to CLEMIS Division.
- 6.11. **Obligations and Responsibilities if Public Body is a Court.**
- 6.11.1. **Access to Website.** If Public Body is a Court, then County shall provide access to a password protected website where Public Body/Court can issue credits or refunds and view daily, weekly, and monthly transactions processed through the Payment Application.
- 6.11.2. **Contract for Credit Card Processing.** If Public Body is a Court, then County shall establish, maintain, and pay for a separate contract for credit card processing services with the entities currently providing credit card processing services for County, i.e., PayPal Inc. and Elavon, Inc.
- 6.11.3. **Separate Depository Bank Account.** If Public Body is a Court, then it shall maintain a corresponding depository bank account, with a depository financial institution acceptable to County, for the receipt of monies owed to Public Body/Court. Public Body/Court shall provide County with all necessary bank account numbers and routing number to give effect to this requirement.

7. CLEMIS ADVISORY COMMITTEE.

- 7.1. **Establishment and Purpose of CLEMIS Advisory Committee.** The CLEMIS Advisory Committee was established to obtain advice and guidance from CLEMIS Members

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee – 4/15/21

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

concerning policy, technical, and operational questions for CLEMIS Applications. The purpose behind the CLEMIS Advisory Committee is to allow CLEMIS Members to provide input regarding the operation and management of CLEMIS. The CLEMIS Advisory Committee leads the CLEMIS Consortium and provides recommendations and counsel to the CLEMIS Division regarding the operation, maintenance, and budget for CLEMIS (including suggested security policies, development/operation/modifications to CLEMIS Applications, and actions regarding misuse of CLEMIS).

- 7.2. **Composition of CLEMIS Advisory Committee.** The composition of the CLEMIS Advisory Committee is posted on the CLEMIS Website.
- 7.3. **CLEMIS Advisory Committee Meetings.** The CLEMIS Advisory Committee meets at least four (4) times per year. CLEMIS Members are encouraged to attend.
- 7.4. **CLEMIS Advisory Committee Officers.** Every July, the CLEMIS Advisory Committee shall elect a Chairperson by majority vote. The Chairperson shall select and appoint a Co-Chairperson. The CLEMIS Division Manager shall serve as Executive Secretary to the CLEMIS Advisory Committee. The Executive Secretary shall prepare the agenda for CLEMIS Advisory Committee meetings. Prior to each meeting, the Chairperson and the Executive Secretary shall review the contents of each agenda.
- 7.5. **CLEMIS Advisory Committee—Subcommittees.** The CLEMIS Advisory Committee may create subcommittees as it deems appropriate. The subcommittees and their composition and responsibilities shall be posted on the CLEMIS Website. The CLEMIS Advisory Committee Chairperson shall appoint the chairpersons of the subcommittees, except for the Chairperson of the Strategic Planning subcommittee, whose Chairperson is the current President of Oakland County Chiefs of Police Association and except for the Chairperson of Fire Governance whose Chairperson is elected by the Fire Governance Committee members.
8. **TRAINING.** Public Body shall require all Public Employees who use or access CLEMIS to attend training classes required by the CLEMIS Division. The format of the training classes will be at the discretion of the CLEMIS Division, e.g., train the trainer, classroom training, or on-line/remote training. If the training classes are held at County facilities or held in an on-line/remote format, then such training classes are at no cost to Public Body or Public Employees. If the training classes are held at non-County facilities, there may be a charge to Public Body based on time, materials, and location of training classes.
9. **SUPPORT AND MAINTENANCE SERVICES.** County shall maintain and support the CLEMIS Applications. The CLEMIS Fee includes the costs for support and maintenance services for the CLEMIS Applications and other services provided by the CLEMIS Division, unless otherwise indicated on Addendum A. When providing support and maintenance services for CLEMIS, County has the authority to prioritize its resources, including, but not limited to, the order in which calls for support or maintenance will be resolved and allocation of time of its employees, agents, subcontractors, and equipment.

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee – 4/15/21

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

10. OBLIGATIONS & RESPONSIBILITIES UPON TERMINATION/CANCELLATION.

- 10.1. **Use of CLEMIS & CLEMIS Applications.** Upon the effective date of termination or cancellation of this Exhibit, Public Body shall stop using CLEMIS and CLEMIS Applications and it shall not have access to CLEMIS and CLEMIS Applications.
- 10.2. **Use and Access to Public Body's Data.** Upon the effective date of termination or cancellation of this Exhibit, Public Body's data shall not be useable by or accessible to any other CLEMIS Member.
- 10.3. **Transition of Data upon Termination/Cancellation.** Upon termination or cancellation of this Agreement, CLEMIS shall provide a copy of Public Body's data to Public Body in an electronic format and a time period determined by County. Upon written confirmation from Public Body that it received its data, County will purge Public Body's data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body's data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 10.4. **Obligation to Pay CLEMIS Fee Upon Termination/Cancellation.** Public Body's obligation to pay the CLEMIS Fee shall stop on the effective date of termination or cancellation. If the termination or cancellation date is other than the end of a quarter, any CLEMIS Fee, paid in advance to County, shall be refunded to Public Body on a pro-rated daily basis for the time period that Public Body paid in advance.

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee – 4/15/21

ADDENDUM A

I CLEMIS CATEGORIES / TIERS

Public Body shall receive the CLEMIS Applications and services associated with the category/tier selected below. The CLEMIS Website describes each category/tier listed below, describes the CLEMIS Applications that are received with a particular category/tier, and lists the cost for the below categories. As used in this Addendum "FTE" means Full-Time Equivalents (Sworn Officers).

☐

Tier 1

☐

16 or more FTE's

☐

6 – 15 FTE's

☐

1 – 5 FTE's

☒

Tier 2

☐

16 or more FTE's

☒

6 – 15 FTE's

☐

1 – 5 FTE's

☐

Tier 2.5

☐

16 or more FTE's

☐

6 – 15 FTE's

☐

1 – 5 FTE's

☐

Tier 3

☐

16 or more FTE's

☐

6 – 15 FTE's

☐

1 – 5 FTE's

Tier 4 Rescinded

Tier 5 Rescinded

☐

Tier 6 (eCLEMIS)

☐

19 or more FTE's

☐

6 – 18 FTE's

☐

1 – 5 FTE's

☐

Tier 7 Public Safety Answering Point (PSAP)/Central Dispatch Center

☐

Tier 8 Jail Management (outside Oakland County)

☐

Federal Departments, Offices or Agencies Inquiry Only in the State of Michigan (does not contribute any data)

☐

District Court in Oakland County (excluding 52nd District Courts)

☐

Pays CLEMIS Fee: receives ticket data load and CLEMIS Citation Payment Application is optional.

☐

Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.

☐

District Court outside Oakland County

☐

Pays CLEMIS Fee: receives ticket data load and CLEMIS Citation Payment Application is optional.

☐

Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.

☐

Circuit Court (outside Oakland County - does not contribute any data)

☐

Prosecutor Office (outside Oakland County, does not contribute any data)

☐

FRMS Participant (Fire Records Management System)

II. ADDITIONAL CLEMIS APPLICATIONS

Public Body may select and shall receive any of the CLEMIS Applications, selected below, for a separate cost. The cost for the CLEMIS Applications is set forth on the CLEMIS Website.



Mobile Data Computers ("MDC")



WITH County provided wireless



WITHOUT County provided wireless



CAD Only WITHOUT County provided wireless



Livescan



WITH printer



WITHOUT printer



Mugshot



Capture Station and Investigative



Investigative Only



Jail Management



CLEMIS Member located in Oakland County



CLEMIS Member located outside Oakland County



OakVideo (CLEMIS Member located outside Oakland County)



Crime Mapping Application

Vendor name _____

Address _____

Contact: _____ Phone: _____

Email _____



Pawn Application



Fire Records Management System In Oakland County



Phase I



Phase II



Fire Records Management System Outside Oakland County



Police, Fire and/or Public Safety Department Data Extract



In Oakland County



Outside Oakland County

Vendor name: Arx Community

Address: 19 Clifford St, 8th Floor, Detroit, MI 48226

Contact: Bo Cheng Phone: (734) 276-8670

Email: bo@arxcommunity.com



CRASH Report Payment Amount: \$ 5.00



Enhanced Access Fee Disbursement Instructions



Disbursement when Requested



Disbursement Quarterly

Make Check Payable to: City of Plymouth



OPT-OUT of Exhibit V (OakNet Connectivity) OakNet connectivity is not needed

COUNTY _____

CLEMIS Division Manager

_____ Date

PUBLIC BODY _____

Title/Name: _____

Signature: _____

_____ Date

(to be completed by Public Body)

RESOLUTION

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

WHEREAS The City Police Department uses a computer program called CLEMIS or Court and Law Enforcement Management Information System to help protect the public health, Safety and welfare, and

WHEREAS The Department has used this software for a number of years and the program is Developed by and supported by Oakland County, and

WHEREAS There is a need to adopt an intergovernmental agreement between the City of Plymouth and Oakland County for the continued use of this system, and

WHEREAS The proposed agreement has been reviewed by the City Police Department and the City Attorney's Office.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby adopt the Agreement for I.T. Services between Oakland County and the City of Plymouth. Further, that the Mayor of the City of Plymouth is hereby authorized to sign this agreement on behalf of the City of Plymouth.

BE IT FURTHER RESOLVED THAT THE CITY CLERK Shall cause the entire agreement to be a part of the Meeting Minutes for this meeting and shall insure that the Official Meeting Minutes contain this agreement.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Massey Field Lighting Fixtures Purchase 08-02-21.docx
Date: July 28, 2021
RE: Massey Field Lighting – Wayne County Parks Millage Fund

Background

The City Commission previously approved an Intergovernmental Agreement with Wayne County for the use of the 2021 Parks Millage Fund in the amount of \$17,749.00. As you are aware, we often use these funds for much needed and delayed Capital Improvements. We have used these funds in the past to replace the awning on the banquet entrance to the Cultural Center. We have also used the County money to replace the carpeting in the Cultural Center. Last year we completed phase 1 of the lighting upgrade at Massey Field.

It is interesting to note that both the EPIC/MRA (2017) and the Eastern Michigan University (2019) resident survey both show support for the importance (90%) for recreational facilities and programs to the community. Repairing the lights at Massey Field will allow us to expand the use of the facility to offer additional time slots for programs.

The repairs to the lighting at Massey Field is a multi-phased project with the first phase being the purchase of the new LED Lights for a portion of the lighting at Don Massey Field, located on Plymouth Road. For this phase we are only purchasing the light fixtures, additional phases of the project will include electrical upgrades and installation of the lights.

Recommendation

The City administration recommends that the City Commission authorize the purchase of LED Lighting Fixtures in accordance with the bids and award the bid to LED Light Experts of San Diego, California. Funding for this purchase will be ultimately funded by the Wayne County Parks Millage in accordance with the Intergovernmental Agreement between the City and the County. Initial funding for this project will come from the Recreation Capital Improvement Fund, so it will have no effect on the General Fund.

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



CITY OF PLYMOUTH

www.plymouthmi.gov

Recreation Department
Plymouth Cultural Center
525 Farmer
Plymouth, MI 48170

Phone 734-455-6620

Memo

To: Paul Sincock, City Manager
From: Steve Anderson, Recreation Director 
CC:
Date: 7/27/2021
Re: Phase II, Massey Field LED Lighting Fixtures – Wayne County Parks Millage Funds

As you are aware, the City Commission has previously approved an Intergovernmental Agreement (IGA) with Wayne County for the 2021 Parks Millage Funds in the amount of \$17,749.00 for Phase II of the upgrades/repairs to the lighting system at Don Massey Field. This bid for LED lighting fixtures will now update the lighting on the first base side of the infield.

We put out the same bid specs as last year for a standard “no-name” LED lighting fixture to get the most bang for the buck (see the attached lighting specs). From a pure “lumen” or “foot candle” output standpoint, we can surpass the current twelve metal halide fixtures with the same amount of LED fixtures. This will also be at a lower hourly cost to operate.

We received two bidders for the specified LED fixtures. LEDLightExperts.com of San Diego, CA. were again the low bidders for the project. This will allow us to match the same fixtures that were installed last Summer on the third base side of the diamond.

The low bid in relation to the per fixture cost came in at \$582.79 per fixture. (see bid comparison sheet). Last year’s bid price was a little lower at \$512.99 per fixture. However, with a global “chip” shortage and delays on everything coming from overseas, this was not a surprise.

The funding for Phase II of the project will come from the Rec Capital Improvement Funds (402) and will be reimbursed upon project completion and submittal to Wayne County.

If you have any questions, feel free to contact me at any time.

Bid Opening: LED Sports Lighting Massey Field
Date/Time: Thursday, July 22, 2021, 10:15 a.m.

UNOFFICIAL BID RESULTS

Attendees: Maureen Brodie
Steve Anderson

Bidder	RuggedGrade - Part Number: RG-Stadium- IB-500w, 277-480 vac, 5000k Per Unit Cost for 12 Total Fixtures		Days Required to Fulfill Order From Date of City Commission Approval	Total
Solarmax LED, Inc.	\$766.20 /per unit	off-spec-their own	12-16 weeks lead time	\$9,194.40
LEDLightExperts.com	\$582.79 / per unit		7-10 days from order	\$6,993.48

City of Plymouth Proposal Form LED SPORTS LIGHTING BID SHEET.

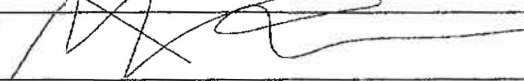
RuggedGrade - Part Number: RG-Stadium-IB-500w

- ☐ Please provide pricing for equipment in table below
- ☐ Completed Non-Collusion Affidavit
- ☐ Submit three (3) copies of the proposal form

Bidder Company Name:	LEDLightExpert.com
Address:	4616 Valinda Pt San Diego, CA 92130
Phone Number:	800-674-9420
Fax:	
Email Address:	Sales@LEDLightExpert.com
Contact Person:	Stuart Wilson

Bid Pricing	
Total bid for all services as listed in bid specifications	
RuggedGrade - Part Number: RG-Stadium-IB-500w, 277-480 vac, 5000k. Per Unit Cost for <u>12</u> total fixtures -	\$ 582.79
Days required to fulfil order from date of City Commission Approval	7-10 days for delivery from the date the order is placed. Inventory is available as of the date on this bid but is not secured.

I affirm that I have the authority to submit this bid to the City of Plymouth.
I propose to supply the materials and labor to the City as outlined in this proposal in a
timely manner.

Signature of Authorized Agent:	
Printed Name of Authorized Agent:	Stuart Wilson
Date:	July 07 2021

City of Plymouth Proposal Form LED SPORTS LIGHTING BID SHEET.

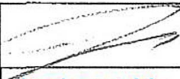
RuggedGrade - Part Number: RG-Stadium-IB-500w

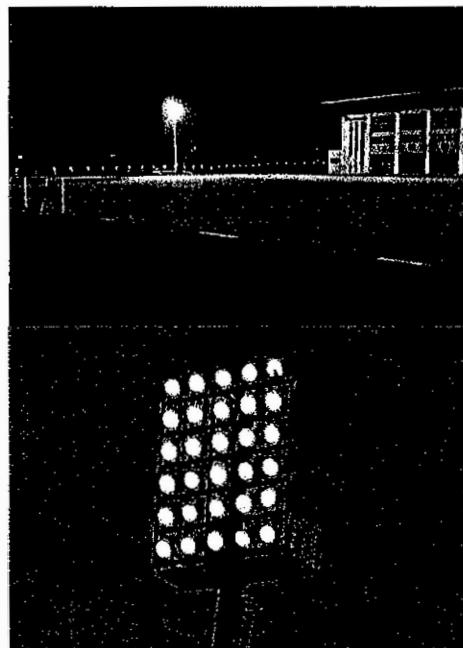
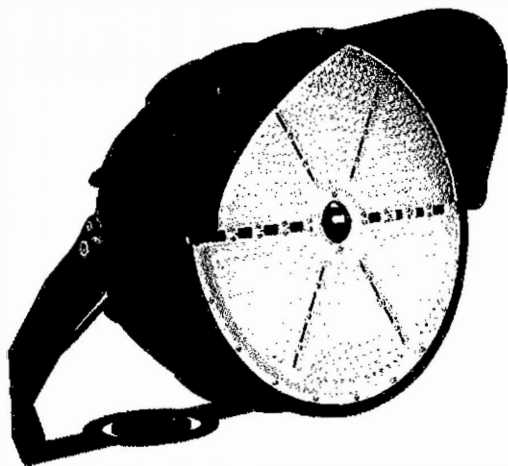
- ☐ Please provide pricing for equipment in table below
- ☐ Completed Non-Collusion Affidavit
- ☐ Submit three (3) copies of the proposal form

Bidder Company Name:	SolarMax LED Inc.
Address:	3080 12th Street, Riverside, CA. 92507
Phone Number:	(951) 300-0788
Fax:	(909) 595-7388
Email Address:	jyu@solarmaxtech.com
Contact Person:	Jackson Yu

Bid Pricing	
Total bid for all services as listed in bid specifications	
RuggedGrade - Part Number: RG-Stadium-IB-500w, 277-480 vac, 5000k. Per Unit Cost for 12 total fixtures -	\$ 766.20 <small>Solarmax LED Model: 460W-NS-HV-L5-00-5070-30D-C-Bk-Visor 460W LED Sports Light, 75900 LM, 5000K Medium NEMA 4X4, 347-480V, Arch Yoke, 20KV SPD, Black, with Visor</small>
Days required to fulfil order from date of City Commission Approval	12-16 weeks

I affirm that I have the authority to submit this bid to the City of Plymouth.
I propose to supply the materials and labor to the City as outlined in this proposal in a timely manner.

Signature of Authorized Agent:	
Printed Name of Authorized Agent:	Jackson Yu
Date:	7/19/2021

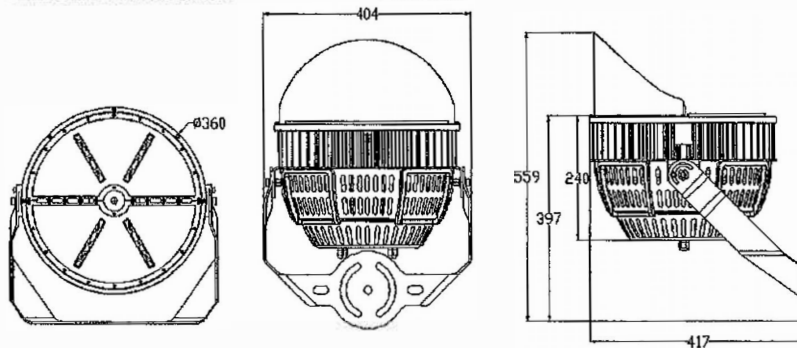


LED SPORTS LIGHTING

PART NUMBER: RG-STADIUM-IB-500W

Advantage:

- UL cUL certificate
- Input voltage 277-480VAC
- No UV or IR in the beam
- Easy to install and operate
- Energy saving, long lifespan
- Instant start, NO flickering, NO humming
- Green and eco-friendly without mercury
- Output constant current lever can be adjusted through output cable with 1-10V



Application:

- ◆ Stadium, Arenas, Soccer, Football, Baseball Etc
- ◆ Shipyard, Airport, Marinas, Freeways
- ◆ High mast lighting

STADIUM PRO II SERIES – TECHNICAL DATA SHEET

DLC Premium Verified – Over 64K Lumens

Manufacturer: RuggedGrade
 Brand: RuggedGrade
 Technical Requirements Version: 5
 Date Qualified: 03/06/2020
 Product ID: PL200UA25JT7

Main: Outdoor Luminaires
 General Application: Very High Output
 Primary Use: Architectural Flood and Spot Luminaires
 System Type: AC

Classification: Premium
 Is Parent Product: No
 DLC Family Code: NANQOC
 Listing Status: Listed

View
 Notes

Reported Data Zonal Lumens Spacing Criteria Product Features Version History Family Data

Light Output: 64528.1 lm
 Default Light Output: 64528.1 lm
 Wattage: 490.41 W
 Default Wattage: 490.41 W
 Voltage Range: 100 - 480 V
 Efficacy (AC): 131.58 lm/W
 Power Factor: 0.9
 CCT: 5000 K
 CRI: 70
 Total Harmonic Distortion: 15 %



STADIUM PRO II SERIES – TECHNICAL DATA SHEET

Product Specifications

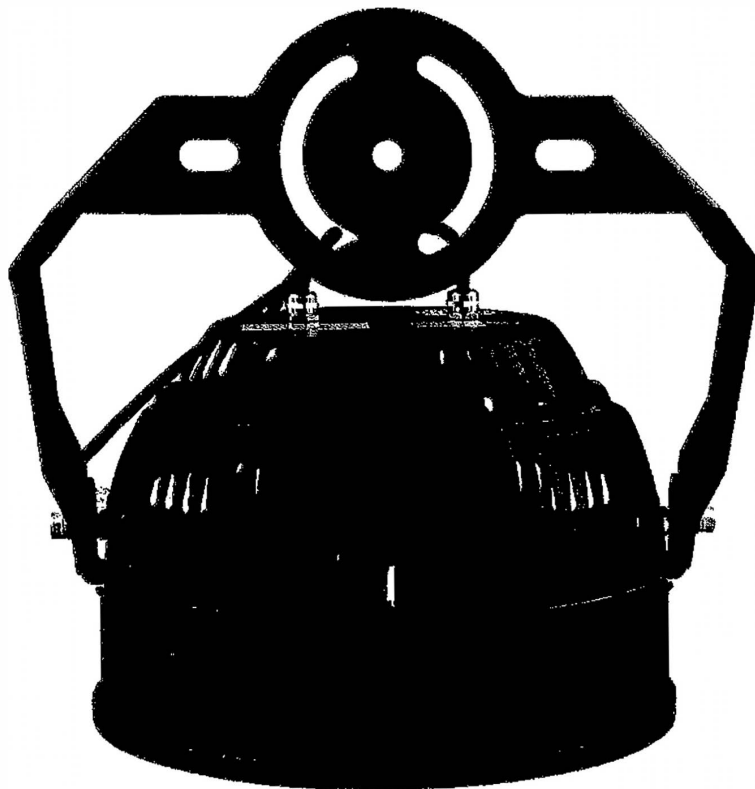
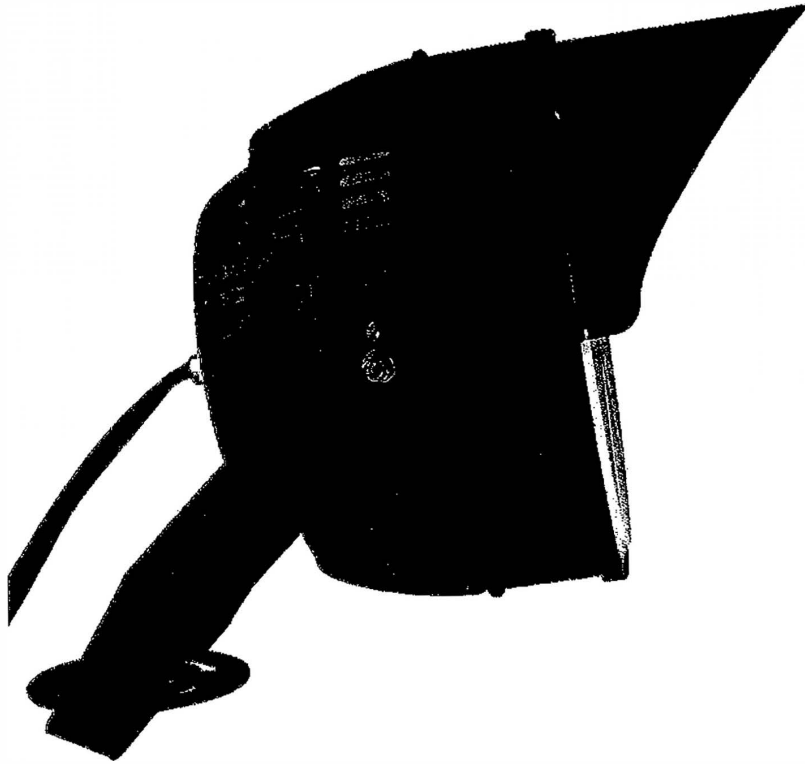
Product name	LED Sport Light
Part No	RG-Stadium-IB-500W SKU: 45-208 (30°) / 45-210 (40°) / 45-212 (120°)
Dimension	559*417*404 mm

Technical Characteristic

Color temperature	5000K (avail 2700-6500k)
CRI	>70
Lumen	62000-72500LM
Input Power	500W
Lumen Efficacy	120-145 LM/W
Beam Angle(50%)	30°/40°/120°
Input Voltage	277-480VAC 50/60Hz (100-277VAC available)
Driver Brand	Sosen SS-240M-56BH x 2
PF	>0.9
Waterproof Rating	WET(IP65)
EPA	1.49ft ²

Materials

LED Brand	SEOUL
LED Type	SMD 3030
LED QTY	504 PCS
Housing	Aluminum
Housing color	Black (Brown/White/Customized avail)
Cover	LENS
Operating Temperature	-40°C TO 45°C
Operating Humidity	10% RH -90% RH
Storage Temperature	-40°C TO 80°C
Storage Humidity	10% RH -90% RH
Application	Outdoor
Safety Certification	UL cUL
Warranty Time	5 Years



Light Distribution Testing Parameters

Luminaire Property

Luminaire Manufacturer:

Voltage: 480.9 V

Power: 481.75 W

Current: 1.0381 A

Power Factor: 0.965

Photometric Results

IES Classification: Type I

Total Rated Lamp Lumens: 64385.9 lm

Efficiency: 100%

Upward Ratio: 0%

Central Intensity: 611665.93 cd

Pos of Max. Intensity: H0 V2

Longitudinal Classification: Very Short

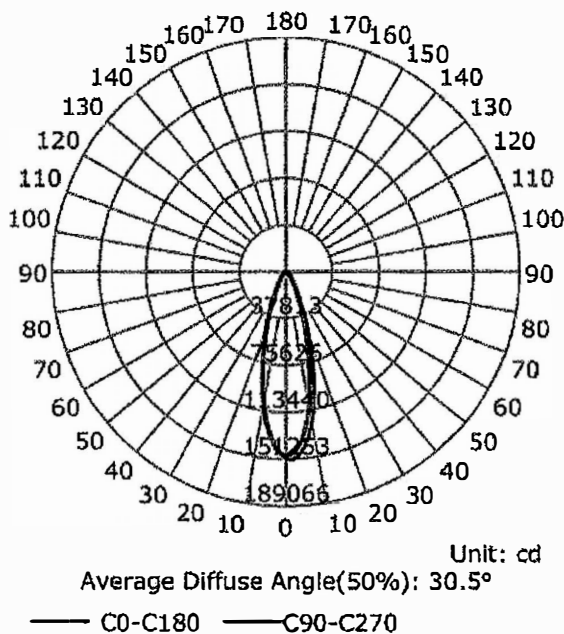
Measurement Flux: 64385.9 lm

Downward Ratio: 100%

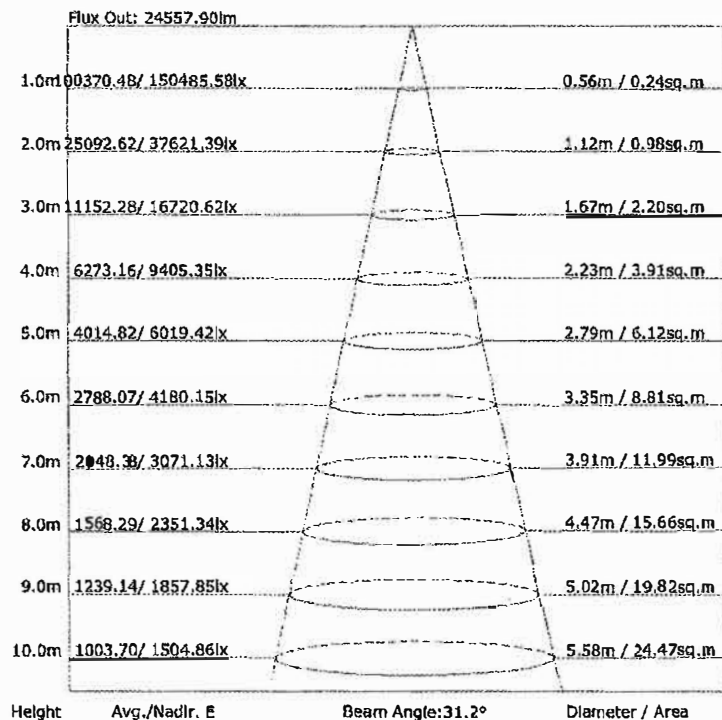
Luminaire Efficacy Rating (LER): 133.65

Max. Intensity: 611665.93 cd

Luminous Intensity Distribution Curve



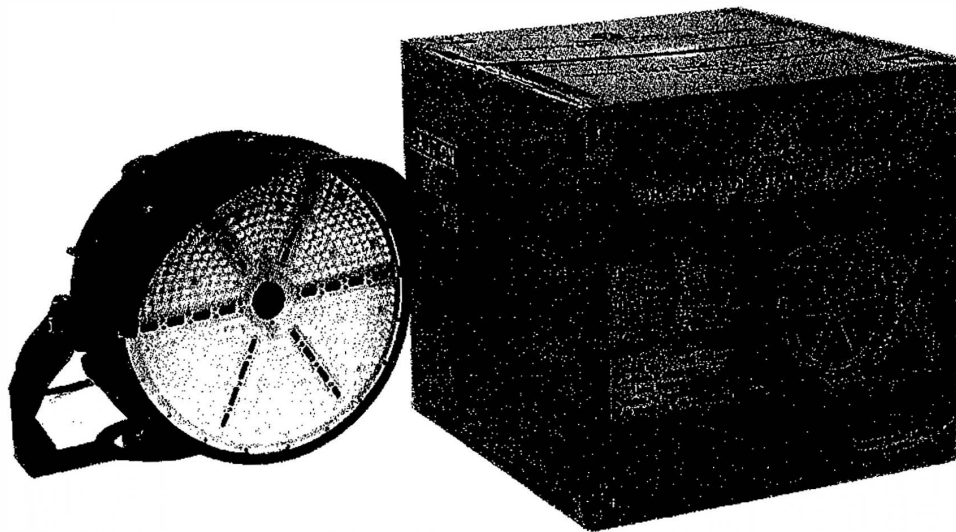
The Average Illuminance Effective Figure



Package

Lamp Net Weight: 14.7 KG / PC

	Size	Qty / Carton	Gross Weight / Carton
Outer box	480*480*445 mm	1 PC	17.1 KG



Notice For User

- ◆ Please turn off power before install or change assembly parts.
- ◆ The input voltage and lamps should be matched, after connecting the power line, Please make sure the wiring section is insulated
- ◆ Non-professionals must not install and disassemble the lamps.

Trouble Shootings

Troubles	Check points
Flickering of the light	Turn off the power and turn on again in 3 minutes. If same phenomena occur, then call agencies.
Out of working	Please check the connection.

RESOLUTION

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

WHEREAS The City of Plymouth maintains a variety of recreational facilities and the only outdoor Turf facility that the City owns is Don Massey Field, and

WHEREAS The City and the County of Wayne have entered into an Intergovernmental Agreement Related to the use of certain County Park Millage funds that are reimbursed back to the Municipalities for use in recreational facilities, and

WHEREAS There is a need to make certain repairs to the lighting system at Don Massey Field and the City will be using funds designated from the Intergovernmental Agreement to make those Repairs, and

WHEREAS The City accepted bids for new LED lighting fixtures for a portion of the lighting system at Don Massey Field and the low bid is from Light Experts of San Diego, California.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of LED Stadium Light Fixtures in the amount of \$589.79 each for a purchase total of \$6,993.48. Funding for this purchase is authorized from the Recreation Capital Improvement Fund, with reimbursement from Wayne County to that Fund in accordance with the Intergovernmental Agreement between the City and the County.