



Plymouth Downtown Development Authority

Meeting Agenda

July 12, 2021 7:00 p.m.

Plymouth Downtown Development Authority
831 Penniman
Plymouth, Michigan 48170

www.downtownplymouth.org
Phone 734-455-1453
Fax 734-459-5792

Meeting will be held online at zoom.us. Webinar ID: 823 0826 6610

Join Zoom Webinar: <https://us02web.zoom.us/j/82308266610>

Passcode: 898625

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 under section 1 of Article 5 of the Michigan Constitution of 1963, the Emergency Management Act, 1976 PA 390, as amended, MCL 30.401 – 421, and the Emergency Powers of the Governor Act of 1945, 1945 PA302, as amended, MCL 10.31 – 33. These sections provide the Governor with broad powers and duties to cope with dangers to this state or to the people of the state.

As a part of the response to the emergency, the Governor has deemed it reasonable and necessary to temporarily suspend rules and procedures relating to 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. Due to the emergency situation and the request of the Governor to not gather in groups of 10 or more it is necessary for some public boards to meet electronically.

1) CALL TO ORDER

Kerri Pollard, Chairperson
Oliver Wolcott, Mayor
Ellen Elliott
Daniel Farmer
Scott Foess
Maura Hynes
Richard Matsu
Dan Johnson
Andre Martinelli
Patrick O'Neill

2) CITIZENS COMMENTS

3) APPROVAL OF THE AGENDA

4) APPROVAL OF MEETING MINUTES

A. Regular meeting 6-14-2021

5) BOARD COMMENTS

6) OLD BUSINESS

A. Five-year Action Plan Update

7) NEW BUSINESS

- A. St. Joseph Mercy Medical Center stairwell repair resolution**
- B. DDA 3-year office lease 2021-2024 resolution**

8) REPORTS AND CORRESPONDENCE

9) ADJOURNMENT

Citizen Comments - This section of the agenda allows up to 3 minutes to present information or raise issues regarding items not on the agenda. Upon arising to address the Board, 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.

GOAL I - QUALITY OF LIFE
<p>OBJECTIVES</p> <p>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</p>

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 platforms
- Develop an internal and external communications plan
- Upgrade City Hall facilities to accommodate remote meetings
- Continue investigating multi-modal transportation opportunities
- Revisit noise ordinance

GOAL II - FINANCIAL STABILITY
<p>OBJECTIVES</p> <p>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</p>

ONE-YEAR TASKS 2021

- Find a mechanism to identify 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
<p>OBJECTIVES</p> <p>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</p>

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 RRC by the end of the year
- 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
<p>OBJECTIVES</p> <p>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</p>

ONE-YEAR TASKS 2021

- Explore 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
- Continue to add multi-modal transportation opportunities where applicable
- Update/replace current technology to ensure compliance with new regulations, rules, and operating systems
- Revisit paid parking



Plymouth Downtown Development Authority

Regular Meeting Minutes

Monday, June 14, 2021 - 7:00 p.m.

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

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

Online Zoom Meeting

1. CALL TO ORDER

Chair Kerri Pollard called the meeting to order at 7:02 p.m.

Present: Mayor Oliver Wolcott, Chair Pollard, Members Ellen Elliott, Scott Foess, Andre Martinelli, Patrick O'Neill, Richard Matsu

Excused: Daniel Farmer, Dan Johnson, Maura Hynes

Also present: City Commission Liaison Suzi Deal, DDA Director Tony Bruscato, Finance Director John Scanlon, DDA Coordinator Sam Plymale

2. CITIZENS COMMENTS

There were no citizen comments.

3. APPROVAL OF THE AGENDA

Wolcott offered a motion, seconded by Foess, to approve the agenda for June 14, 2021. There was a roll call vote.

Yes: Elliott, Foess, Martinelli, Matsu, O'Neill, Pollard, and Wolcott

MOTION PASSED 7-0

4. APPROVAL OF THE MEETING MINUTES

Elliott offered a motion, seconded by Wolcott, to approve the minutes of the May 10, 2021 meeting. There was a roll call vote.

Yes: Elliott, Foess, Martinelli, Matsu, O'Neill, Pollard, and Wolcott

MOTION PASSED 7-0

5. BOARD COMMENTS

O'Neill said he was working on the lighting and alleyway projects, and Matsu said he was working on the car charging station project. Pollard complimented staff on the success of the Music in the Air Concerts. Elliott said she was glad planter heights had been addressed this year.

6. OLD BUSINESS

a. Five-year Action Plan Update

Bruscato gave an update on pedestrian crossings, tree lights, and the Kellogg Park Fountain.

7. NEW BUSINESS

a. 2021-22 Budget Resolution

Bruscato gave an overview of the DDA 2021-22 budget that was approved by the City Commission. Wolcott offered the following motion, which was seconded by Foess.

WHEREAS The 2021 – 2022 DDA Budget has been presented by the DDA Director to the Plymouth City Commission for approval and adoption; and

WHEREAS The City Commission at its June 7, 2021 meeting approved of the DDA budget, in accordance with state law, as part of the overall city budget; and

WHEREAS The next step is formal approval by the DDA Board to show its support of the 2021-2022 fiscal year budget.

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth DDA Board does hereby adopt the budget as attached for the fiscal year beginning July 1, 2021.

Board members asked Scanlon for clarification on several items, including contractual services and CARES Act funding.

There was a roll call vote.

Yes: Elliott, Foess, Martinelli, Matsu, O’Neill, Pollard, and Wolcott

MOTION PASSED 7-0

b. Third Quarter Budget Amendments

Wolcott offered the following motion, seconded by O’Neill.

WHEREAS Actual patterns of departmental expenditures occur differently than originally projected in the 2020-2021 DDA Budget as present to the DDA Board in April of 2020 and adopted by the City Commission in June of 2020; and

WHEREAS Overall revenue and expenditure forecasts require modifications to the original budgetary allocations as established in the adopted budget; and

WHEREAS Adoption of an annual budget by the DDA Board is required under state statute with subsequent forwarding to the City Commission for recommended approval and incorporation into the City’s annual budget.

NOW THEREFORE BE IT RESOLVED that the 2020-2021 DDA Budget is hereby amended as indicated in the attached summary of proposed budget amendments which is made a part of this resolution.

BE IT FURTHER RESOLVED that the City Finance Director is authorized to change the budgetary appropriations as necessary in accordance with this resolution effective June 14, 2021.

GL NUMBER	DESCRIPTION	YTD BALANCE 04/30/2020 NORM (ABNORM)	END BALANCE 06/30/2020 NORM (ABNORM)	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD BALANCE 04/30/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 04/30/21 INCR (DECR)	% BDF USED
Fund 248 - DOWNTOWN DEV AUTH/OPERATING FD								
Revenues								
Dept 000 - GENERAL REVENUES		1,013,692.03	1,013,692.03	1,053,810.00	1,053,810.00	983,672.57	0.00	93.34
248-000-403.000	CURRENT PROPERTY TAX/REAL	0.00	0.00	(3,000.00)	(3,000.00)	0.00	0.00	0.00
248-000-405.000	TAXES RECOVERED BY COUNTY	0.00	0.00	7,500.00	7,500.00	7,500.00	0.00	100.00
248-000-573.000	LOCAL COMMUNITY STABILIZATION	44,200.00	45,700.00	60,000.00	60,000.00	7,800.00	0.00	13.00
248-000-620.000	CONCERT REVENUES	1,000.00	2,000.00	0.00	0.00	1,000.00	0.00	100.00
248-000-621.000	BENCH SALE REVENUES	5,390.88	11,659.94	50.00	50.00	273.64	0.00	547.28
248-000-665.000	INTEREST ON INVESTMENTS	0.00	0.00	1,500.00	1,500.00	3,375.00	1,015.00	225.00
248-000-679.000	ADVERTISING REVENUE	1,325.00	4,205.00	800.00	800.00	6,792.50	0.00	849.06
248-000-680.000	OTHER INCOME	26,650.00	30,574.97	29,100.00	29,100.00	0.00	0.00	0.00
248-000-684.000	OFFICE RENTAL - DDA/587 ANN AR							
Total Dept 000 - GENERAL REVENUES		1,092,257.91	1,107,831.94	1,149,760.00	1,149,760.00	1,010,413.71	1,015.00	87.88
TOTAL REVENUES								
		1,092,257.91	1,107,831.94	1,149,760.00	1,149,760.00	1,010,413.71	1,015.00	87.88
Expenditures								
Dept 290 - ADMINISTRATION								
248-290-706.000	SALARY & WAGES/ FULL TIME	89,902.46	109,721.94	114,750.00	114,750.00	97,348.73	12,811.51	84.84
248-290-706.100	SALARY & WAGES/SICK	0.00	1,798.16	4,850.00	4,850.00	0.00	0.00	0.00
248-290-706.300	SALARY & WAGES/LONGEVITY	500.00	500.00	550.00	550.00	550.00	0.00	100.00
248-290-706.600	SALARY & WAGES/VACATION PAYOFF	2,568.80	2,568.80	3,100.00	3,100.00	0.00	0.00	0.00
248-290-707.000	SALARY & WAGES/TEMP-SEASONAL	1,743.75	1,743.75	0.00	0.00	0.00	0.00	0.00
248-290-709.000	SALARY & WAGES/OVERTIME	1,746.27	2,017.18	0.00	0.00	2,100.96	398.83	100.00
248-290-721.000	FRINGE BENEFITS	43,083.98	29,518.81	62,350.00	62,350.00	44,736.65	5,137.62	71.75
248-290-721.500	POST RETIREMENT BENEFITS	13,765.90	15,110.97	21,150.00	21,150.00	16,211.70	1,621.17	76.65
248-290-727.000	OFFICE SUPPLIES	32.97	32.97	500.00	500.00	7.42	0.00	1.48
248-290-728.000	POSTAGE	38.50	49.50	200.00	200.00	232.40	39.66	116.20
248-290-740.000	OPERATING SUPPLIES	954.90	1,034.89	1,200.00	1,200.00	158.48	0.00	13.21
248-290-815.000	ADMINISTRATIVE SERVICES	49,725.00	59,670.00	61,460.00	61,460.00	51,216.70	5,121.67	83.33
248-290-818.000	CONTRACTUAL SERVICES	14,612.68	16,541.36	11,000.00	11,000.00	13,626.39	560.85	123.88
248-290-850.000	COMMUNICATIONS	2,519.03	3,165.81	2,000.00	2,000.00	2,808.83	228.93	140.44
248-290-860.000	TRANSPORTATION	251.72	251.72	400.00	400.00	0.00	0.00	0.00
248-290-864.000	CONFERENCES & MEETINGS	485.38	485.38	1,500.00	1,500.00	75.00	0.00	5.00
248-290-865.000	PUBLIC RELATIONS EXPENSE	0.00	0.00	300.00	300.00	0.00	0.00	0.00
248-290-900.000	PRINTING & PUBLISHING	0.00	0.00	200.00	200.00	241.00	0.00	120.50
248-290-920.000	PUBLIC UTILITIES	1,810.83	2,220.90	2,580.00	2,580.00	1,851.47	220.62	71.76
248-290-925.000	SUBSCRIPTIONS & PUBLICATIONS	0.00	0.00	100.00	100.00	0.00	0.00	0.00
248-290-930.000	REPAIRS & MAINTENANCE	2,155.04	2,155.04	5,000.00	5,000.00	4.54	0.00	0.38
248-290-938.000	EQUIPMENT LEASE EXPENSE	500.00	500.00	690.00	690.00	350.00	0.00	50.72
248-290-940.000	EQUIPMENT RENTAL - FORCE ACCT	15,850.00	17,300.00	18,000.00	18,000.00	16,800.00	1,550.00	93.33
248-290-942.000	OFFICE RENT	0.00	0.00	0.00	0.00	366.11	0.00	100.00
248-290-956.000	MISCELLANEOUS	65.87	65.87	500.00	500.00	385.45	0.00	77.09
248-290-957.000	TRAINING EXPENSES	1,130.00	1,130.00	2,000.00	2,000.00	630.00	0.00	31.50
248-290-958.000	MEMBERSHIPS & DUES	0.00	0.00	123,020.00	123,020.00	0.00	0.00	0.00
248-290-962.000	RESERVE FOR CONTINGENCIES							
Total Dept 290 - ADMINISTRATION		243,592.92	267,837.48	438,600.00	438,600.00	249,701.83	27,690.86	56.93
Dept 301 - POLICE DEPARTMENT								
248-301-706.000	SALARY & WAGES/ FULL TIME	15,968.94	19,629.91	20,250.00	20,250.00	17,623.01	2,365.82	87.03
248-301-706.100	SALARY & WAGES/SICK	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-301-706.200	SALARY & WAGES/HOLIDAY PAY	872.65	872.65	900.00	900.00	872.64	0.00	96.96
248-301-706.300	SALARY & WAGES/LONGEVITY	0.00	0.00	0.00	0.00	62.50	0.00	100.00
248-301-706.400	SALARY & WAGES/UNIFORM ALLOW	151.32	151.32	175.00	175.00	0.00	0.00	0.00

GL NUMBER	DESCRIPTION	PERIOD ENDING 04/30/2021				2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD BALANCE 04/30/2021	ACTIVITY FOR MONTH 04/30/21	% BDFD USED
		YTD BALANCE 04/30/2020	END BALANCE 06/30/2020	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 248 - DOWNTOWN DEV AUTH/OPERATING FD										
Expenditures										
248-301-709.000	SALARY & WAGES/OVERTIME	498.76	498.76	1,775.00	1,775.00	0.00	0.00	0.00	0.00	
248-301-721.000	FRINGE BENEFITS	8,048.22	5,295.16	10,600.00	10,600.00	8,393.44	937.56	79.18	0.00	
248-301-721.500	POST RETIREMENT BENEFITS	0.00	1,317.92	0.00	0.00	0.00	0.00	0.00	0.00	
248-301-725.500	MEAL ALLOWANCE	2.20	2.20	0.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 301 - POLICE DEPARTMENT		25,542.09	28,076.98	33,700.00	33,700.00	26,951.59	3,303.38	79.98		
Dept 443 - PARKING		33,266.70	39,920.04	41,120.00	41,120.00	34,266.70	3,426.67	83.33		
248-443-815.000	ADMINISTRATIVE SERVICES	2,507.00	3,627.00	4,000.00	4,000.00	(537.00)	449.00	(13.43)		
248-443-818.000	CONTRACTUAL SERVICES									
Total Dept 443 - PARKING		35,773.70	43,547.04	45,120.00	45,120.00	33,729.70	3,875.67	74.76		
Dept 445 - SAXTON PARKING FACILITY		5,671.96	16,943.46	2,000.00	2,000.00	13,236.50	0.00	661.83		
248-445-818.000	CONTRACTUAL SERVICES	6,974.18	8,767.04	8,000.00	8,000.00	812.32	0.00	10.15		
248-445-920.000	PUBLIC UTILITIES									
Total Dept 445 - SAXTON PARKING FACILITY		12,646.14	25,710.50	10,000.00	10,000.00	14,048.82	0.00	140.49		
Dept 811 - MARKETING										
248-811-727.000	OFFICE SUPPLIES	193.81	193.81	1,000.00	1,000.00	0.00	0.00	0.00	0.00	
248-811-728.000	POSTAGE	0.00	0.00	200.00	200.00	375.00	0.00	187.50	0.00	
248-811-740.000	OPERATING SUPPLIES	199.52	455.02	1,000.00	1,000.00	1,095.35	153.30	109.54	0.00	
248-811-794.000	CONCERT EXPENSES	35,734.41	38,434.41	65,000.00	65,000.00	8,749.00	2,500.00	13.46	0.00	
248-811-818.000	CONTRACTUAL SERVICES	8,689.48	11,947.26	14,000.00	14,000.00	11,191.69	0.00	79.94	0.00	
248-811-900.000	PRINTING & PUBLISHING	3,136.30	13,961.80	7,000.00	7,000.00	3,129.55	512.25	44.71	0.00	
Total Dept 811 - MARKETING		47,953.52	64,992.30	88,200.00	88,200.00	24,540.59	3,165.55	27.82		
Dept 820 - INFRASTRUCTURE MAINTENANCE										
248-820-707.000	SALARY & WAGES/TEMP-SEASONAL	0.00	2,196.38	8,500.00	8,500.00	4,183.25	0.00	49.21	0.00	
248-820-721.000	FRINGE BENEFITS	0.00	83.20	500.00	500.00	320.01	0.00	64.00	0.00	
248-820-740.000	OPERATING SUPPLIES	0.00	0.00	100.00	100.00	0.00	0.00	0.00	0.00	
248-820-815.000	ADMINISTRATIVE SERVICES	108,883.30	130,659.96	134,580.00	134,580.00	112,150.00	11,215.00	83.33	0.00	
248-820-818.000	CONTRACTUAL SERVICES	53,222.54	71,741.21	60,000.00	60,000.00	33,405.56	0.00	55.68	0.00	
248-820-931.000	REPAIRS & MAINT/SUMMER	7,865.00	17,475.00	18,000.00	18,000.00	3,375.00	0.00	18.75	0.00	
248-820-932.000	REPAIRS & MAINT/WINTER	23,350.00	38,795.00	41,250.00	41,250.00	31,864.91	0.00	77.25	0.00	
248-820-933.000	HOLIDAY LIGHTS MAINTENANCE	19,335.50	19,335.50	20,000.00	20,000.00	27,237.00	0.00	136.19	0.00	
Total Dept 820 - INFRASTRUCTURE MAINTENANCE		212,656.34	280,286.25	282,930.00	282,930.00	212,535.73	11,215.00	75.12		
Dept 965 - CONTRIBUTIONS										
248-965-965.315	CONTRIB TO 2015 IFGO CAP IMPDE	228,710.00	228,710.00	226,210.00	226,210.00	226,210.00	0.00	100.00	0.00	
248-965-965.405	CONTRIBUTION TO DDA/CAP IMP FT	20,833.34	25,000.00	25,000.00	25,000.00	20,833.30	2,083.33	83.33	0.00	
Total Dept 965 - CONTRIBUTIONS		249,543.34	253,710.00	251,210.00	251,210.00	247,043.30	2,083.33	98.34		
TOTAL EXPENDITURES		827,708.05	964,160.55	1,149,760.00	1,149,760.00	808,551.56	51,333.79	70.32		

PERIOD ENDING 04/30/2021

GL NUMBER	DESCRIPTION	YTD BALANCE 04/30/2020		END BALANCE 06/30/2020		2020-21 ORIGINAL BUDGET		2020-21 AMENDED BUDGET		YTD BALANCE 04/30/2021		ACTIVITY FOR MONTH 04/30/21	
		NORM (ABNORM)	NORM (ABNORM)	NORM (ABNORM)	NORM (ABNORM)	BUDGET	AMENDED BUDGET	NORM (ABNORM)	NORM (ABNORM)	04/30/2021	04/30/21	INCR (DECR)	% BGET USED
Fund 248 - DOWNTOWN DEV AUTH/OPERATING FD													
Fund 248 - DOWNTOWN DEV AUTH/OPERATING FD:													
TOTAL REVENUES		1,092,257.91	1,107,831.94	964,160.55	1,149,760.00	1,149,760.00	1,149,760.00	1,149,760.00	1,010,413.71	1,015.00	87.88		
TOTAL EXPENDITURES		827,708.05	143,671.39	309,685.42	453,356.81	453,356.81	453,356.81	453,356.81	808,551.56	51,333.79	70.32		
NET OF REVENUES & EXPENDITURES		264,549.86	764,160.55	654,475.13	696,403.19	696,403.19	696,403.19	696,403.19	201,862.15	(50,318.79)	100.00		
BEG. FUND BALANCE		309,685.42	309,685.42	309,685.42	453,356.81	453,356.81	453,356.81	453,356.81	453,356.81	453,356.81			
END FUND BALANCE		574,235.28	453,356.81	453,356.81	453,356.81	453,356.81	453,356.81	453,356.81	655,218.96				

PERIOD ENDING 04/30/2021

GL NUMBER	DESCRIPTION	YTD BALANCE 04/30/2020 NORM (ABNORM)	END BALANCE 06/30/2020 NORM (ABNORM)	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD BALANCE 04/30/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 04/30/21 INCR (DECR)	% BGET USED
Fund 405 - DOWNTOWN DEV AUTH/CAP IMP FUND								
Revenues								
Dept 000 - GENERAL REVENUES								
405-000-665.000	INTEREST ON INVESTMENTS	0.00	0.00	50.00	50.00	0.00	0.00	0.00
405-000-675.248	CONTRIBUTION FROM DDA/OPERATE	20,833.34	25,000.00	25,000.00	25,000.00	20,833.30	2,083.33	83.33
405-000-699.000	APPROP OF PR YR FUND BALANCE	0.00	0.00	0.00	119,377.00	0.00	0.00	0.00
Total Dept 000 - GENERAL REVENUES		20,833.34	25,000.00	25,050.00	144,427.00	20,833.30	2,083.33	14.42
TOTAL REVENUES		20,833.34	25,000.00	25,050.00	144,427.00	20,833.30	2,083.33	14.42
Expenditures								
Dept 290 - ADMINISTRATION								
405-290-972.437	CAP OUTLAY/LAND IMP - PUBLIC F	0.00	0.00	0.00	0.00	20,000.00	0.00	100.00
405-290-977.813	CAP OUTLAY/DDA PARKING	0.00	8,800.00	25,050.00	144,427.00	190,608.26	16,017.44	131.98
Total Dept 290 - ADMINISTRATION		0.00	8,800.00	25,050.00	144,427.00	210,608.26	16,017.44	145.82
TOTAL EXPENDITURES		0.00	8,800.00	25,050.00	144,427.00	210,608.26	16,017.44	145.82
Fund 405 - DOWNTOWN DEV AUTH/CAP IMP FUND:								
TOTAL REVENUES		20,833.34	25,000.00	25,050.00	144,427.00	20,833.30	2,083.33	14.42
TOTAL EXPENDITURES		0.00	8,800.00	25,050.00	144,427.00	210,608.26	16,017.44	145.82
NET OF REVENUES & EXPENDITURES		20,833.34	16,200.00	0.00	0.00	(189,774.96)	(13,934.11)	100.00
BEG. FUND BALANCE		72,799.61	72,799.61	88,999.61	88,999.61	88,999.61	88,999.61	
END FUND BALANCE		93,632.95	88,999.61	88,999.61	88,999.61	(100,775.35)		
TOTAL REVENUES - ALL FUNDS		1,113,091.25	1,132,831.94	1,174,810.00	1,294,187.00	1,031,247.01	3,098.33	79.68
TOTAL EXPENDITURES - ALL FUNDS		827,708.05	972,960.55	1,174,810.00	1,294,187.00	1,019,159.82	67,351.23	78.75
NET OF REVENUES & EXPENDITURES		285,383.20	159,871.39	0.00	0.00	12,087.19	(64,252.90)	100.00
BEG. FUND BALANCE - ALL FUNDS		382,485.03	382,485.03	542,356.42	542,356.42	542,356.42	542,356.42	
END FUND BALANCE - ALL FUNDS		667,868.23	542,356.42	542,356.42	542,356.42	554,443.61		

**BUDGET ADJUSTMENT SUMMARY
THIRD QUARTER - FY 20-21**

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
DDA OPER FUND REV: #248							
Property Taxes-Non School	1,058,310	-	-	-	-	-	1,058,310
Program Fees & Other	91,450	-	-	8,000	-	8,000	97,450
Appropriation of Surplus	-	-	-	-	-	-	-
TOTAL REVENUES	1,149,760	-	-	8,000	-	8,000	1,155,760
DDA OPER FUND EXP: #248							
Administration	315,580	-	-	4,150	-	4,150	319,730
Police Services	33,700	-	-	-	-	-	33,700
Parking System	45,120	-	-	5,000	-	5,000	50,120
Saxton Parking Facility	10,000	-	-	-	-	-	10,000
DDA Marketing	88,200	-	-	275	-	275	88,475
Streetscape Maintenance	282,930	-	-	8,000	-	8,000	290,930
Contrib to DDA Debt Funds	228,210	-	-	-	-	-	228,210
Contrib to DDA Cap Imp Fund	25,000	-	-	100,000	-	100,000	125,000
Contingency	123,020	-	-	(111,425)	-	(111,425)	11,595
TOTAL EXPENDITURES	1,149,760	-	-	8,000	-	8,000	1,155,760

**BUDGET ADJUSTMENT SUMMARY
THIRD QUARTER - FY 20-21**

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
DDA CAP IMP FUND REV: #405							
Contrib. & Other	25,050	-	-	100,000	-	100,000	125,050
Appropriation of Surplus	-	119,377	-	(30,378)	-	88,999	88,999
TOTAL REVENUES	25,050	119,377	-	69,622	-	188,999	214,049
DDA CAP IMP FUND EXP: #405							
Capital Improvements	25,050	119,377	-	69,622	-	188,999	214,049
Contingency	-	-	-	-	-	-	-
TOTAL EXPENDITURES	25,050	119,377	-	69,622	-	188,999	214,049

There was a roll call vote.

Yes: Elliott, Foess, Martinelli, Matsu, O'Neill, Pollard, and Wolcott

MOTION PASSED 7-0

c. Holiday Lighting Service 2021-22 contract resolution

The following motion was offered by Elliott and seconded by Foess.

WHEREAS The Downtown Development Authority Board has made it a priority to improve the aesthetics of Downtown with holiday lights in the downtown trees to improve the look and feel of Downtown; and

WHEREAS The City Commission allocated \$25,000 in the 2021-22 budget to maintain and replace the holiday tree lights in Downtown Plymouth; and

WHEREAS DDA Staff and contractor Holiday Lighting Service have identified Forest as a priority maintenance and replacement of holiday tree lights during the 2021- 22 fiscal year; and

WHEREAS The Downtown Development Authority Board is required to authorize all expenditures over \$5,000.

NOW THEREFORE BE IT RESOLVED THAT as of July 1, 2020, the Downtown Development Authority Board hereby authorizes up to \$20,000 as payment to Holiday Lighting Service for the summer 2021 installation of new tree lights and maintenance of current lights along Forest and throughout downtown. Funding for this effort is authorized from account # 248.820.933.000.

There was a roll call vote.

Yes: Elliott, Foess, Martinelli, Matsu, O'Neill, Pollard, and Wolcott

MOTION PASSED 7-0

8. REPORTS AND CORRESPONDENCE

a. Merchant's Meeting

Bruscato reported that 15 merchants plan to attend the meeting on June 17 at 9:00 a.m.

8. ADJOURNMENT

O'Neill offered a motion, seconded by Martinelli, to adjourn the meeting at 8:06 p.m.

There was a roll call vote.

Yes: Elliott, Foess, Martinelli, Matsu, O'Neill, Pollard, and Wolcott

MOTION PASSED 7-0

2020 Five-Year Action Plan

Rev. February 3, 2021

Goal	Task	Responsible Party	Timeframe	Funding Source	Status Update 7/12/2021	
Improve Parking	<p>**Top Priority**</p> <p>Improve condition, aesthetics, and/or functionality of existing parking lots by:</p> <ul style="list-style-type: none"> - Resurface existing lots that are in need (such as Liberty/Penniman lot, and lot at Harvey/Wing); consider lot re-configuration to improve flow, street edge and pedestrian connections as part of projects. 	DDA Staff/ DDA Board	Short-term		DDA Board asked to approve capital improvements to Central Parking Deck stairwell on 7/12/21	
	<p>Finance parking lot maintenance and improvements via a paid parking system. Includes demolition/reconstruction of parking deck.</p>	DDA Staff/ DDA Board	Short to Mid-term		City administration goal is to have a decision on paid parking by the end of the year	
	<p>Maximize number of parking spaces</p>	DDA Staff	Short to Long-term			
Improve pedestrian safety	<p>**Top Priority**</p> <p>Improve pedestrian crossings for safety (also goal of DDA Infrastructure Plan), alerting cars that pedestrian is in crosswalk, specifically:</p> <ul style="list-style-type: none"> - At Penniman/Harvey, Harvey/AA Trail, and Main/Church St. intersections (coordinate with City Commission). - Increase size of waiting area at crossings. - Add alert system for cars as pedestrians enter walkways, especially at midblock crossings such as Main St. between AA Trail and Penniman, or on AA Trail @ Forest. Alerts could include pedestrian activated flashing lights; however, a system with flashing lights may not be appropriate downtown. 	City Commission/ DDA Board	Short-term		DDA Board on 4/12/21 passed a cost-sharing resolution with the City Commission calling for mast arm/crossing signal upgrades at Harvey/Penniman and Harvey/Ann Arbor Trail. Project is expected to begin in mid to late July.	
	<p>Maintain sidewalks for safety, making them pedestrian friendly by:</p> <ul style="list-style-type: none"> - Repair concrete where needed. - Replace tree grates (either overall or where needed). - Maintain/update pavers. - Extend sidewalks where needed. 	DDA Staff	Short-term		DMS crews have been replacing sidewalk sections downtown, with repairs to brick pavers and tree grate areas. DDA contractor repaired brick pavers in May and June.	
	<p>Plant trees (Also goal of DDA Infrastructure Plan) along sidewalks; replace trees in poor condition as identified; investigate organizations (Keep Plymouth Leafy) that supply/plant trees</p>	City Commission/ DDA Board	Mid-term			
	<p>Improve street and alley lighting for safety; determine decorative lighting style for alleys (ex. illuminating artwork)</p>	DDA Board/ DDA Staff	Mid to Long-term			Director Pat O'Neill to lead.
	<p>Improve alley "ambiance" via artwork to enhance appearance. Potential locations include DDA office alley, alley around parking structure, alley between theater & gathering area, and by St. Joes (near Subway))</p>	DDA Board	Short-term			Director Pat O'Neill to lead. DDA has information on potential Consumers Energy grant for art projects. New art in walkway near Pizza e Vino
Kellogg Park	<p>Install the new fountain.</p>	DDA Staff	Short-term		Old fountain demolished. Crews working on footings, vault and electrical.	
	<p>**Top Priority**</p> <p>Implement Kellogg Park Master Plan by:</p> <ul style="list-style-type: none"> - Prioritize action items identified in Goal Setting Session (12-14-20) - Identify potential funding sources priority short-term action items. - Recommend City Commission adopt Kellogg Park Master Plan as an amendment to the Plymouth Five-Year Parks and Recreation Master Plan. - Submit grant application to MDNR to implement top action-item priorities of Kellogg Park Master Plan. 	City Commission/ DDA Board	Short to Long-term			
	Top Priority					

2020 Five-Year Action Plan

Rev. February 3, 2021

Goal	Task	Responsible Party	Timeframe	Funding Source	Status Update 7/12/2021
Support Businesses	<p>Rethink café/outdoor dining policy to include:</p> <ul style="list-style-type: none"> - Closing some streets. - Creating woonerf on Pennimal (in front of theater). - Create semi-permanent dining extension into parallel parking spaces.* - Expand entertainment opportunities in Kellogg Park and throughout downtown. - Create "Social District" for common outdoor liquor sales. <p>*Approved by City Commission starting in April and extending through 2021.</p>	City Commission/ DDA Board	Short-term		Extended patios are in place for both retail and restaurants. 15-minute parking spaces strategically spread throughout downtown
	Expand use of technology	DDA Board	Short to Mid-term		Staff to investigate vehicle charging stations
	Engage with businesses to create artwork throughout the DDA	DDA Board/ DDA Staff	Short-term		Director Pat O'Neill to lead
	Attract new businesses and engage with existing businesses	DDA Board/ DDA Staff	Short to Long-term		Z's Bubble Tea now open inside State of Comics, Luca Bakery to open later this month



ADMINISTRATIVE RECOMMENDATION

To: DDA Board
From: DDA Staff
CC: S:\DDA\Shared Files\DDA Board\DDA Agendas\DDAgendas\July2021
Date: 7/12/2021
Re: St. Joseph Mercy Medical Center stairwell repair resolution

BACKGROUND:

The Plymouth DDA entered into an amended easement agreement with Sisters of Mercy Health Corporation in 1998 to operate and maintain a three-story stairwell connected to the city-owned Central Parking Deck and the Arbor Health Building. The agreement allows the city to access the stairwell on the first and second floors of the Central Parking Deck. While the agreement indicates the owners of the Arbor Health Building will conduct maintenance on the stairwell, it does note that any capital improvements and replacements will be a shared cost with the city. The easement agreement is included in the agenda packet.

A report by the city's engineering firm of Wade Trim in March 2019, at the request of the DDA, indicated the stairwell needed some repairs, but that "any long-term delay in a rehabilitation project will most likely result in more extensive structural repairs and possible partial or full replacement." That report is included in this packet.

Also included, is a report from Arbor Health's contractor on the extent of repairs for the stairwell, which include new concrete, steps and railings. The project has one addition, the extension of the outer glass to enclose the entire stairwell from the elements. Currently, only the upper portion of the stairwell is protected. There are photos showing the lower level during a snow event, which with salt will continue to deteriorate any new portions in the future.

Staff presented the attached Fairview plan to Shawn Keough of Wade Trim, the city's engineer, who indicated the majority of the plan should be considered capital improvements.

RECOMMENDATION:

Staff is recommending the DDA Board approve the amount of \$44,171 for the capital improvement project that is the stairwell used jointly by St. Joseph Mercy Health and the city...plus any portion of the \$10,000 contingency that potentially could be used.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made as of the 16th day of June, 1992, between SISTERS OF MERCY HEALTH CORPORATION, a Michigan nonprofit corporation, whose address is 34605 West Twelve Mile Road, Farmington Hills, Michigan 48331 ("SMHC"), and the CITY OF PLYMOUTH, a Michigan municipal corporation, whose address is 201 South Main Street, Plymouth, Michigan 48170 (the "City").

W I T N E S S E T H:

WHEREAS, SMHC is the owner of that certain parcel of real property located in the City of Plymouth, Wayne County, Michigan particularly described on Exhibit A attached hereto (the "Easement Parcel"); and

WHEREAS, Arbor Health Building Limited Partnership, a Michigan limited partnership (the "Partnership"), has constructed and is operating and maintaining both a three-story elevator tower (the "Tower") on that portion of the Easement Parcel particularly described on Exhibit B attached hereto (the "Tower Parcel"), and a three-story stairwell (the "Stairwell") on that portion of the Easement Parcel particularly described on Exhibit C attached hereto (the "Stairwell Parcel"); and

WHEREAS, both the Stairwell and the Tower are adjacent to, and connected with, the building commonly known as the Arbor Health Building and located at 990 West Ann Arbor Trail, Plymouth, Michigan (the "Building"), built on property owned by SMHC which is subject to that certain Ground Lease, dated as of March 1, 1984 (the "Ground Lease"), between SMHC, as landlord, and Huron Arbor Corporation ("HAC"), as tenant, covering the real property described on Exhibit D attached hereto (the "Leased Parcel"); and

WHEREAS, pursuant to that certain Assignment, dated as of October 10, 1985, HAC assigned all of its right, title and interest in and to the Ground Lease to the Partnership; and

WHEREAS, SMHC and the Partnership have amended the Ground Lease pursuant to that certain First Amendment to Ground Lease, dated as of June 16, 1992, to include all the Easement Parcel in the real property covered thereby (the "First Amendment"); and

WHEREAS, SMHC desires to grant to the City a nonexclusive easement for use of only the first and second levels of the Tower and the Stairwell by the City and the public (collectively, the "Permitted Users").

NOW, THEREFORE, in consideration of the construction of the Tower and the Stairwell by the Partnership, of the covenants and conditions herein contained to be observed and performed by the parties hereto, the parties hereto agree as follows:

1. Easement Grant. SMHC hereby grants to the City a non-exclusive easement for the purpose of providing pedestrian use of, and ingress and egress through, the first two levels only of the Tower and the Stairwell, for the benefit of Permitted Users (the "Easement").

2. Payments. Upon execution of this Agreement, SMHC shall pay the City Twenty Three Thousand Five Hundred Sixty and 00/100 Dollars (\$23,560.00), which SMHC and the City acknowledge and agree is the difference between (a) One Hundred Forty Seven Thousand Sixty and 00/100 Dollars (\$147,060.00), representing full payment for 34.2 "parking credits" payable by SMHC to the City under Section 5.195 of Chapter 52 of the Code of the City of Plymouth in respect of the Building as fully occupied, and (b) One Hundred Twenty Three Thousand Five Hundred and 00/100 Dollars (\$123,500.00), representing the value of the grant of the Easement to the City. Upon execution of this Agreement, SMHC and the City shall each deliver receipts to the other for the amounts specified in clauses (a) and (b) above, and the receipt from the City shall indicate that no further "parking credit" payments shall be due in respect of the Building, as presently planned to be configured.

3. Covenants of SMHC. SMHC hereby covenants and agrees that:

(a) Except as required to fulfill its obligations under Sections 3(b) and (c) and Section 5 hereof, SMHC shall not disturb, injure, molest or interfere with the use of the Easement by the Permitted Users permitted hereby.

(b) It shall, at its sole cost and expense, provide for the normal operation, maintenance and repair, including, without limitation, utilities, elevator maintenance, maintenance of fire prevention systems, cleaning (including windows and other surfaces) and landscape maintenance of the Tower, the Stairwell and any other improvement now or hereinafter located within the Easement Parcel (collectively, the "Improvements"; and each, without distinction, an "Improvement"), and shall keep the same in safe operating condition and in clean and neat condition and repair.

(c) It shall perform, or cause to be performed, all the work relating to operation, maintenance and repair of the Tower, the Stairwell and any other Improvement, with care, skill and diligence, prosecute or cause to be prosecuted such work in such a manner as to not prevent or unreasonably interfere with the use of the Easement by the Permitted Users, and perform such work in such a way as to not damage the Tower, the Stairwell or any other Improvement, nor interfere or remove support of the Tower, the Stairwell or any other Improvement.

4. Covenants of the City. The City hereby covenants and agrees that:

(a) It shall defend, indemnify, save and hold SMHC and SMHC's mortgagee(s) harmless from and against any and all loss and damage (including, without limitation, reasonable attorneys' fees and disbursements) that SMHC and SMHC's mortgagee(s) may suffer, sustain or incur out of, or which may arise in any manner

relating to, use of the Tower, the Stairwell or any other Improvement by the City and its employees, agents, tenants, licensees, guests, invitees and contractors; provided, however, that the City shall have no such obligation in the event any such loss or damage is caused by the negligence or wilful misconduct of SMHC, its directors, officers, employees, agents or contractors.

(b) Neither the City nor its employees, agents, tenants, licensees, guests, invitees or contractors shall disturb, injure, molest or interfere with the use of the Tower, the Stairwell or any other Improvement by the SMHC and its trustees, officers, employees, agents, tenants, licensees, guests, invitees or contractors.

(c) It shall not excavate under or around the Improvements in such a manner as to remove the support for, or damage or cause the collapse of, the Improvements, and shall, at its sole cost and expense, keep and maintain, or cause to be kept and maintained, the underlying support for the Improvements located on the Easement Parcel in such a manner as to prevent any such damage or collapse.

(d) It shall not, without having first received the written consent of SMHC, perform any maintenance, repair, or construction of improvements within the Easement Parcel.

Notwithstanding anything contained in this Agreement to the contrary, in the event that the City violates the covenant contained in Section 4(c) hereof, the City shall, at its sole cost and expense, arrange and pay for all maintenance, repair or replacement of all or any portion of the Tower, the Stairwell and/or any other Improvement prevented by or arising out of such violation.

5. Capital Repair or Replacement.

(a) In the event that the Stairwell shall ever require capital repair or replacement for reasons other than the failure of SMHC to perform its obligation under Section 2(b) hereof, including, without limitation, (i) non-repairable ordinary wear and tear, (ii) casualty, or (iii) the exercise of eminent domain or condemnation, SMHC shall give the City written notice thereof, together with an estimate of the cost to complete such capital repair or replacement (the "Estimate Notice"). Within thirty (30) days after receipt of the Estimate Notice, the City shall give SMHC written notice indicating whether the City agrees to share in the cost of such capital repair or replacement. In the event the City agrees to share in the cost of such capital repair or replacement, SMHC shall, as soon as practicable, cause the Stairwell to be restored to a state as nearly similar to its condition prior to the event necessitating such capital repair or replacement as is commercially reasonable. Upon completion of such restoration, SMHC shall deliver an invoice to the City for one-half (0.5) of the actual cost incurred by SMHC to effect such restoration. The City shall pay SMHC the full amount of such invoice within ten (10)

days after receipt thereof. In the event the City either declines to share in the cost of such capital repair or replacement or fails to respond to the Estimate Notice within thirty (30) days after receipt thereof, the Easement and this Agreement shall, without further action, automatically terminate.

(b) Except as provided in Section 6(d) hereof, in the event that the Tower shall ever require capital repair or replacement, SMHC shall, at its sole cost and expense and as soon as practicable, cause the Tower to be restored to a state as nearly similar to the event necessitating such capital repair or replacement as is commercially reasonable, and in any event in such a manner as to connect the Stairwell with the Building.

(c) SMHC shall perform, or cause to be performed, all work relating to its respective obligations under this Section 5 with care, skill and diligence, and in accordance with applicable law, including, without limitation, all then existing building codes. SMHC shall prosecute such work through to completion and obtain all necessary building permits and planning and zoning approvals.

(d) The City hereby agrees to grant to SMHC such non-exclusive easements over the City owned property to the extent necessary to allow SMHC to complete its obligations under this Section 5. Such easements shall run in favor of SMHC, and its employees, agents, licensees, invitees and contractors involved in fulfilling such obligation. Such easements shall arise only upon the occurrence of an event necessitating capital repair or replacement of either the Stairwell or the Tower and shall expire when the resultant restoration is complete.

6. Term. The City and SMHC hereby agree that the Easement shall expire and this Agreement shall terminate in the event (a) the Stairwell access from the Stairwell to and from the parking deck owned by the City and located immediately north of the Stairwell Parcel is permanently prevented, (b) SMHC is required to raze, and not rebuild, the Tower and/or the Stairwell, by any governmental authority or agency having jurisdiction and authority to do so, (c) the conditions resulting in termination of the Easement pursuant to Section 5(a) hereof occur, or (d) either the Tower or the Stairwell are in need of capital replacement and (i) SMHC is unable to obtain reasonable terms for the financing thereof, or is prevented from rebuilding the Stairwell or the Tower, as applicable, in accordance with the requirements established therefor in Section 5 hereof, or (ii) the City and SMHC mutually agree not to replace either the Tower or the Stairwell.

7. Insurance. Each party hereto shall, at all times during the term of the Easement and at its sole cost and expense, maintain general public liability insurance against claims for bodily injury, personal injury, death or property damage for accidents occurring on, in or about the Easement Parcel, the Tower or the Stairwell, with coverage of not less than \$1,000,000, single limit. Each party hereto shall provide the other with copies of the policies or certificates evidencing such insurance coverage within thirty (30) days after the date hereof. Each party

hereto releases the other from liability resulting from any peril to the extent the same shall be effectively covered by hazard insurance, if permitted by both carriers of such insurance.

8. Partnership as Designee of SMHC's Rights and Obligations. The City acknowledges that, pursuant to the First Amendment, SMHC has assigned, and the Partnership has assumed, the rights, duties and obligations of SMHC under this Agreement and hereby consents to such assignment and assumption. The City agrees that the Partnership, or its permitted assignee or sublessee under the Ground Lease, shall perform and observe the covenants to be performed and observed by SMHC hereunder for so long as the Ground Lease, or any extensions thereof, remain in effect.

9. Right To Cure. In the event either party to this Agreement or any person holding under or through them shall violate any covenant contained herein, which shall be capable of being cured by the payment of money, or which shall be capable of being performed by any other party hereto aggrieved by such violation, or by any holder of a mortgage on the Easement Parcel, on behalf of the party causing such violation, then in such event, the aggrieved party or mortgagee, as the case may be, shall give the party causing such violation written notice of such violation and if the party receiving such notice shall fail to cure such violation promptly following receipt of such notice, the aggrieved party or mortgagee shall have the right to make such payment of money on behalf of the party causing such violation, or to cause such obligation to be performed on behalf of the party who shall have failed to perform the same and the amount so paid, or the cost of the aggrieved party or the mortgagee performing such obligation, as the case may be, shall be paid to the aggrieved party or the mortgagee upon receipt by the party who shall have failed to perform such obligation of an invoice therefor, together with interest thereon from the date five (5) days after the date of such invoice, until paid, at the greater of fifteen percent (15%) per annum, or the highest rate then permitted by law.

10. Injunctive Relief. In the event any violation of any of this Agreement, or the restrictions or covenants herein contained shall not be capable of being cured by the payment of money or by causing such obligation to be performed on behalf of and at the expense of the party so in default, then in such event, any other party hereto aggrieved by such violation may institute appropriate proceedings to have the continuance of such violation enjoined and shall have the right to take any other action available to it at law and in equity to be compensated for damages resulting from such violation. As a condition precedent to the institution of such action, the party aggrieved by such violation shall give the party causing such violation, and the holder of any mortgage on the Parcel owned by the party causing such violation, written notice that the party causing such violation shall have ten (10) days to cure such violation. In the event the party causing such violation shall not cure or attempt to cure such violation, such mortgagee shall have the right to cure, or cause to be cured, such violation. In the event that such violation cannot be reasonably cured by the party causing the same or said mortgagee within such ten (10) day period, then the party causing such violation, or the mortgagee, as the case may be, shall have such additional period of time as may be reasonably necessary to cure the same; provided, however, that such party or mortgagee shall commence to cure such violation within such ten (10) day period and shall continue thereafter to diligently pursue such cure.

11. Right To Mortgage. SMHC shall have the right to encumber the Easement Parcel by mortgage. Any and all mortgages granted by SMHC after the date hereof shall be subject and subordinate in all respects to the provisions of this Agreement.

12. Estoppel Certificate. At the request of either party hereto, made not more often than twice in any twelve (12) month period, the other party shall execute and deliver, within thirty (30) days, an estoppel certificate stating that to the best of the signatory's belief (a) this Agreement is in full force and effect, (b) there is no default under this Agreement, or if there are any defaults, the extent and nature thereof, (c) this Agreement has not been modified or amended in any way, or if it has been modified or amended, the date of any such modifications or amendments, and (d) such other information as such requesting party may request. The estoppel certificate may be relied upon by the party to whom it is addressed.

13. Notices. Whenever notice is required to be given hereunder by one party to the other party, such notice shall be sufficient only if the same is in writing and mailed by certified mail, return receipt requested, postage prepaid, to the party entitled to notification at the address set in the introductory paragraph of this Agreement, or at such other address as shall be established by such party or its successors and assigns for notice purposes from time to time by means of written notice given in the manner contemplated by this Section.

14. Severability. In the event any of the restrictions or covenants contained herein shall be deemed invalid by judgment, court order or otherwise, such invalidity shall in no way affect any of the other restrictions or covenants contained herein, and such restrictions or covenants shall remain in full force and effect. If any such invalid provision can be modified by court order to give effect to the intent of the parties, then it shall be modified and enforced in such manner.

15. Binding Effect. The Easement, and all covenants contained in this Agreement, shall run with and against the Easement Parcel, shall be a charge and a burden thereon, and shall be binding upon and inure to benefit of the SMHC and the City and their respective successors and assigns, including the holder of any first mortgage upon the Easement Parcel; provided, however, that SMHC may from time to time convey portions of the Leased Parcel (other than that portion which underlies the Building) to third parties, in which event only those portions which are contiguous to and abut against the Easement Parcel shall remain part of the Leased Parcel and the noncontiguous portions shall thereafter not have the benefit or burden of this Agreement. Neither the Easement nor the other rights conferred hereunder shall benefit any person not expressly provided for herein.

16. Amendment. This Agreement may be modified, amended or terminated only by consent of the City the then owner of the Easement Parcel. No other persons or entities, including, without limitation, tenants or occupants of said parcels, shall have any rights whatsoever to join in, prevent or otherwise affect or limit any such modification, amendment or termination of this Agreement.

17. Assignability. Notwithstanding anything contained herein, the City may not assign its rights under this Agreement without the prior written consent of SMHC, which consent may be withheld in SMHC's sole discretion.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESSES AS TO BOTH:

Mary Heskett
MARY HESKETT

Mary Pitts
MARY PITTS

CITY OF PLYMOUTH

By Robert L. Jones
Robert L. Jones
Its Mayor

And By Linda J. Langmesser
LINDA J. LANGMESSER
Its Clerk

SISTERS OF MERCY HEALTH CORPORATION

D'Anne Carpenter
D'ANNE CARPENTER

Diane Evangelista
DIANE EVANGELISTA

By Michael J. Madden
Michael J. Madden
Its Executive Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me, this 16th day of June, 1992, by Robert L. Jones and Linda Langmesser respectively, the Mayor and the Clerk of the CITY OF PLYMOUTH, a Michigan municipal corporation, on behalf of the corporation.

R. W. Lowe

Notary Public Ronald W. Lowe
Wayne County, Michigan

My Commission expires: 11/30/94

STATE OF MICHIGAN)
) ss.
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this 30th day of July, 1992, by Michael J. Madden, an Executive Vice President, SISTERS OF MERCY HEALTH CORPORATION, a Michigan nonprofit corporation on behalf of the corporation.

Marlene H. Werts

Notary Public Marlene H. Werts

Wayne County, Michigan

My Commission expires: 12/30/95

Drafted by and when recorded
return to:

David N. Parsigian
Miller, Canfield, Paddock and Stone
101 North Main, Seventh Floor
Ann Arbor, Michigan 48104

EXHIBIT A

EASEMENT PARCEL

Land situated in the City of Plymouth, County of Wayne, State of Michigan, described as:

Part of Lot 172 of "Assessor's Plymouth Plat No. 7" of part of the Southeast 1/4 of Sec. 27, and part of the Southwest 1/4 of Sec. 26, T1S, R8E, Plymouth Village (now City), Wayne County, Michigan, as recorded in Liber 64 of Plats on Page 70, more particularly described as beginning at a point distant North 25°00'17" East 169.74 feet and South 64°59'43" East 104.74 feet from the Southwest corner of Lot 171 and proceeding thence North 25°00'17" East 16.88 feet; thence North 70°00'17" East 12.60 feet; thence South 19°59'43" East 4.82 feet; thence South 68°29'13" East 13.38 feet; thence South 25°00'17" West 9.66 feet; thence South 70°00'17" West 21.69 feet; thence North 64°59'43" West 8.67 feet; thence North 25°00'17" East 1.80 feet; thence North 64°59'43" West 1.67 feet to the point of beginning.

Together with:

Part of Lots 163 and 172 of "Assessor's Plymouth Plat No. 7" of part of the Southeast 1/4 of Sec. 27, and part of the Southwest 1/4 of Sec. 26, T1S, R8E, Plymouth Village (now City), Wayne County, Michigan, as recorded in Liber 64 of Plats on Page 70, more particularly described as beginning at a point distant North 25°00'17" East 169.74 feet and South 64°59'43" East 104.74 feet and North 25°00'17" East 16.88 feet and North 70°00'17" East 12.60 Feet and South 19°59'43" East 4.82 feet from the Southwest corner of Lot 171, and proceeding thence North 21°30'47" East 19.00 feet; thence South 68°29'13" East 10.00 feet; thence South 21°30'47" West 19.00 feet; thence North 68°29'13" West 10.00 feet to the point of beginning.

AA\A999\8303.1\15120-00-00024

EXHIBIT B

TOWER PARCEL

Land situated in the City of Plymouth, County of Wayne, State of Michigan, described as:

Part of Lot 172 of "Assessor's Plymouth Plat No. 7" of part of the Southeast 1/4 of Sec. 27, and part of the Southwest 1/4 of Sec. 26, T1S, R8E, Plymouth Village (now City), Wayne County, Michigan, as recorded in Liber 64 of Plats on Page 70, more particularly described as beginning at a point distant North 25°00'17" East 169.74 feet and South 64°59'43" East 104.74 feet from the Southwest corner of Lot 171 and proceeding thence North 25°00'17" East 16.88 feet; thence North 70°00'17" East 12.60 feet; thence South 19°59'43" East 4.82 feet; thence South 68°29'13" East 13.38 feet; thence South 25°00'17" West 9.66 feet; thence South 70°00'17" West 21.69 feet; thence North 64°59'43" West 8.67 feet; thence North 25°00'17" East 1.80 feet; thence North 64°59'43" West 1.67 feet to the point of beginning.

AA\A999\8303.1\15120-00-00024

EXHIBIT C

STAIRWELL PARCEL

Land situated in the City of Plymouth, County of Wayne, State of Michigan, described as:

Part of Lots 163 and 172 of "Assessor's Plymouth Plat No. 7" of part of the Southeast 1/4 of Sec. 27, and part of the Southwest 1/4 of Sec. 26, T1S, R8E, Plymouth Village (now City), Wayne County, Michigan, as recorded in Liber 64 of Plats on Page 70, more particularly described as beginning at a point distant North 25°00'17" East 169.74 feet and South 64°59'43" East 104.74 feet and North 25°00'17" East 16.88 feet and North 70°00'17" East 12.60 Feet and South 19°59'43" East 4.82 feet from the Southwest corner of Lot 171, and proceeding thence North 21°30'47" East 19.00 feet; thence South 68°29'13" East 10.00 feet; thence South 21°30'47" West 19.00 feet; thence North 68°29'13" West 10.00 feet to the point of beginning.

AAA\999\8303.1\15120-00-00024

EXHIBIT D

LEASED PARCEL

Land situated in the City of Plymouth, County of Wayne, State of Michigan, described as:

That part of Lots 169 and 163 described as beginning at the Southeast corner of Lot 169 and proceeding thence North $28^{\circ}58'40''$ East along the Easterly lot line 40.0 feet; thence North $24^{\circ}44'47''$ East 16.40 feet; thence North $65^{\circ}15'13''$ West 67.31 feet; thence South $25^{\circ}0'17''$ West along the Westerly lot line, 49.66 feet; thence South $57^{\circ}40'24''$ East along the Southerly lot line to the point of beginning of Assessor's Plat No. 7, part of the Southeast 1/4 of Section 27 and part of the Southwest 1/4 of Section 26, T1S, R8E, as recorded in Liber 64 of Plats, Page 70, Wayne County Records.

Together with:

Lots 170 and 171, also 172 except that part beginning at the Northeast corner of Lot 172; thence South $30^{\circ}23'50''$ West 38.41 feet; thence North $70^{\circ}51'24''$ West 19.23 feet; thence North $26^{\circ}3'16''$ East 43.08 feet; thence South $57^{\circ}34'$ East 22.13 feet to the point of beginning, also except that part beginning at the Southeast corner of Lot 172; thence North $22^{\circ}19'33''$ East 134.30 feet; thence South $70^{\circ}52'34''$ East 19.23 feet; thence South $30^{\circ}23'50''$ West 136.74 feet to a point of beginning of Assessor's Plymouth Plat No. 7, part of the Southeast 1/4 of Section 27, and part of the Southwest 1/4 of Section 26, T1S, R8E, Plymouth Village, Wayne County, Michigan, as recorded in Liber 64, Page 70 of Plats, Wayne County Records.

AA\P040\8303.2\15120-00-00024



Wade Trim Associates, Inc.
25251 Northline Road • PO Box 10 • Taylor, MI 48180
734.947.9700 • www.wadetrim.com

March 18, 2019

City of Plymouth
Downtown Development Authority
831 Penniman
Plymouth, MI 48170

Attention: Tony Bruscato, Director

Re: St. Joe's Medical Center Stairway Field Investigation

Dear Tony:

It was a pleasure meeting with you Friday, March 8, 2019 regarding the above referenced site. This letter serves as follow up to a structural investigation of the stairwell located at the southwest corner of the two-story City owned public parking structure and the east side of the St. Joseph Mercy Medical Center, located at 990 W. Ann Arbor Trail, in the City of Plymouth. This inspection by the undersigned was visual only in nature. There was no testing of materials. A sounding hammer was used for steel and concrete integrity analysis. A tape measure was used to obtain select measurements. Photographs were taken of which some are included in a photo log as part of this report.

DESCRIPTION

The subject stairway is a steel framed structure that services the two levels of the city parking garage and the three-story medical center building. The stairway is enclosed within a steel framed, glass enclosed stairwell. The portion of the stairwell that is adjacent to the first-floor area of the parking garage, does not have glass. The area adjacent to the second level (upper level) does have glass adjacent to the parking structure. There is no glass at the pedestrian openings from the parking structure to the stairwell. Refer to Photos 1 and 2.

The stairway is a U-shaped or switchback configuration with two intermediate landings between the first floor and second floor and one intermediate landing between the second and third floors. The construction is comprised of 2-inch by 12-inch steel tube stringers that support the stair treads. Rectangular tubular steel members support the ends of the stringers and the landings and carry the landing and floor loads. These tubular members frame into the stairwell structural steel framing. The stair treads and risers are steel pans with a concrete fill at the tread. The pans are welded to the sides of the stringers. The intermediate landings are constructed of galvanized permanent metal forms welded to the tubular steel framing. The concrete landings are assumed to be reinforced as this is typical for stair construction. However, with no plans, the size and spacing of the steel reinforcement is unknown. At the landings, the steel tube framing extends up 3 inches or so from the top of concrete. The railings are round tubular steel construction. The posts and top rails are each 1 ½" diameter with the post bases welded to the top flange of the stringers. The horizontal intermediate tubes are 1-inch diameter and are welded to the handrail posts at approximately 7-inches on center (clear openings were measured at 6-inches).

The clear width of the stairs were measure at 3'-5", typical throughout. The stair treads were measured at approximately 12" and the risers measured at approximately 6". The stair nosing's

are approximately $\frac{3}{4}$ " throughout. The first and third intermediate landings were measured at 4'-0" by 7'-0" wide. The second intermediate landing was measured at a depth of 6'-11" at the up stair and 6'-1" at the down stair. The clear width was 7'-0". The overall height of the handrails are as follows:

- At landings: 3'-6" from finished landing elevation to top of rail.
- At stairs: 2'-8" from top of tread to top of rail.

INSPECTION & CONDITION RATING

The stairway was inspected from the first floor up. There are 6 runs of stairs, four intermediate landings and two supported floor landings (second floor and third floor). The first floor is a slab on grade between the garage floor slab and the first-floor building entrance. For clarification purposes, the runs of stairs will be referred to as 1 through 6, the intermediate landings referred to as A, B and C and the floor landings referred to as 2nd floor and 3rd floor landings. The following is the condition assessment of each segment. Note that the total horizontal length of between landings and the total rise of risers between landings will be noted as well. Treads will be labeled as 'T' and risers as 'R'

Stair Run #1: 6T @ 12" = 6'-0"; 7R @ 6" = 3'-6". The exposed steel pan risers are in fair condition with rust showing on all. The first riser, as seen in Photo 3, has excessive rust with some minor section loss on the front face. The ends of the stringers at the first floor are also experiencing excessive rusting with some minor section loss due to pitting. The back side of the pan risers and treads are showing minor to moderate rust. The concrete treads are showing moderate to extensive concrete pitting of the surfaces. Refer also to Photos 4 and 5.

'A' Landing: 4'-0" deep by 7'-0" wide. The permanent metal forms for this landing are in good condition. There is some rusting and minor paint peeling along the edges, but overall is in good condition. The finished concrete surface, as seen in Photo 6 is in fair condition with moderate pitting of the concrete. The steel framing and handrails are likewise in fair to good condition with some very minor rusting.

Stair Run #2: 8T @ 12" = 8'-0"; 9R @ 6" = 4'-6". The bottom portion of the steel stringers are in fair condition with moderate to heavy rust with some pitting of the steel surface. The back side of the stair pans are also in fair condition with moderate rust and some minor pitting occurring on the plates. Sounding of the steel plates with a hammer does not reveal any rust-thru of the steel plate. Refer to Photos 7 and 8

'B' Landing: 6'-11" deep (north half), 6'-1" (south half) by 7'-0" wide. The underside of the permanent metal forms are in fair to good condition. Areas of the forms have excessive paint peeling, exposure of the galvanized coating and some rusting occurring. The rust is mostly at the interface with the perimeter tube members with isolated interior locations as well. The paint peeling with no rust is also present throughout. The concrete surface has moderate pitting of the surface. Refer to Photos 9 and 10.

Stair Run #3: 7T @ 12" = 7'-0"; 8R @ 6" = 4'-0". The back face of the stair pans along with the bottom portions of the stringers are showing moderate areas of surface rust. There is some minor isolated pitting of the steel pans on the back side. The front face of the pans and the top portions of the stringers are showing isolated areas of rust and paint failure. The handrails from landing 'B' up the first few treads are also showing moderate rust with some minor pitting. The concrete treads are moderately pitted. Refer to Photos 11 and 12.

'C' Landing: 4'-0" deep by 7'-0" wide. The underside of the permanent metal forms are in relatively good condition. There is some paint peeling in isolated areas with the galvanized

finish showing. Along the perimeter of the forms where they are supported is some minor rust occurring as well. There was no noted pitting or section loss. Refer to Photo 13.

Stair Run #4: 8T @ 12" = 8'-0"; 9R @ 6" = 4'-6". The underside of the stair pans are exhibiting extensive paint loss, rusting and pitting of the surfaces, especially the two upper treads adjacent to the second-floor landing. This can be seen in Photo 15. The bottom flange area of the tube stringer is in good condition showing signs of surface rust only. The top surfaces of the stair pan risers are in fair to good condition with some paint loss and surface rust on all risers. The concrete treads are significantly pitted as seen in Photo 14.

2nd Floor Landing: The underside of the permanent metal forms is in poor condition with extensive paint loss throughout. It is estimated that 50% of the paint has delaminated from the pan. While some of the bare areas show the galvanized surface, it is estimated that 75% of the areas that have lost the paint surface are rusted extensively. This deterioration can be seen in Photos 16 and 17. Soundings were done with a hammer on the rusted areas. The steel pan areas appeared secure. The tubular steel framing is in fair to good condition with some surface rust showing in isolated areas. The concrete surface of the landing is showing moderate pitting of the concrete. There are two expansion joints at this location. One is between the landing and the upper level of the parking structure. The other is located between the stair landing and the building entrance floor slab to the second floor. Each are covered with a 1 ¼" high by 14" wide rubber mat. The mat at the building expansion joint is further covered with a 3' by 6' outdoor type carpet pad with rubber backing. These joints with the mats can be seen in Photos 18 and 19.

Stair Run #5: 7T @ 12" = 7'-0"; 8R @ 6" = 4'-0". The underside of the steel pans and stringers are in generally good condition. There is some moderate rusting of the pans and stringers in the first and second risers off the second-floor landing. This can be seen in Photo 20. The concrete surface of the treads shows moderate to extensive pitting as seen on Photo 21.

'D' Landing: 4'-0" deep by 7'-0" wide. The underside of the permanent metal forms is in generally good condition. There are some isolated areas of paint delamination but there appears to be no significant rust showing. The concrete surface is likewise in good condition with minor pitting of the concrete surface. Refer to Photos 22 and 23

Stair Run #6: 8T @ 12" = 8'-0"; 9R @ 6" = 4'-6". The underside of the steel pans and stringers are in fair to good condition. There is some moderate rusting of the pans as seen in Photos 25 and 26 in the lower treads above Landing 'D'. The remainder of the pans are in good condition. As seen in Photo 24 the concrete surface is in moderately good condition with some minor pitting occurring. The steel risers show some minor rusting.

3rd Floor Landing: The underside of the landing is in good condition as seen in Photos 27 and 28. There is some very minor rust showing along the perimeter on the west side support. The remainder of the pan has a sound paint system still intact. The concrete surface is in good condition. There is no pitting or cracking of the concrete deck. There is an exposed expansion joint between the landing and the third-floor building entrance floor slab. This can be seen in Photo 29.

Miscellaneous Structural Elements: Typically, the stairway steel framing at the landings frame into the structural tube columns and beams of the glass enclosed stairwell. While the condition is generally good for these connections, Photos 30 thru 35 identify areas that show moderate to heavy signs of rust and steel pitting at both the stairwell columns and beams and connections of the stairway framing. Also, stair treads that are exhibiting significant concrete pitting are shown as well. Particular attention should be made to these areas as well.

ASSESSMENT

Structural Assessment It is our understanding that it is proposed to rehabilitate the stairway with painting of the steel elements of the stairway. This would include the exposed portions of the steel tread and riser pans, the steel stringers, permanent metal forms at the landings, stairway structural framing and handrails. It is assumed by the undersigned that in conjunction with the painting of the stairway components, a similar painting of the stairwell structural framing would also be done at the same time. In advance of this proposed work, the City DDA requested this field investigation to ensure the structural adequacy of the stairway and ensure that the stairway was in any way structurally deficient and would need to be replaced.

After completing the field inspection and review of the photos and notes taken during the inspection, **it is the opinion of the undersigned that the stairway is structurally sound for its intended use.** A rehabilitation of the stairway is in order to address the paint loss and rusting of the steel elements as well as the concrete pitting at the landings and stair treads. Any long-term delay in a rehabilitation project will most likely result in more extensive structural repairs and possible partial or full replacement.

Miscellaneous Assessment During the course of the inspection, it was noted that there are some items noted, some of which need to be addressed to meet ADA requirements. This is regardless of the level of work being proposed at the stairwell.

1. It appears the worst of the paint loss, significant rusting and concrete surface pitting at the stairway elements is occurring at the south end of the stairway. This would be the portion that is directly exposed to the weather elements and the corrective action being taken. At the garage first level, the lack of a protected opening between the parking garage and the stairwell as well as no glass enclosure along the stairwell adjacent to the garage allows for snow and rain to be blown into this area of the stairwell. Consequently, during the winter, salt (or snow melt) are placed on the concrete surfaces to assist with pedestrian traffic. This can and is resulting in the concrete pitting and accelerated rusting of the steel, along with the water runoff. A similar situation is occurring at the garage second level which does not have a protected opening either. As noted before, the worst of the conditions are at the south end of the stairway. Further, it is noted, once the stairway gets above the second level of the garage and building, towards the building third floor, the condition of the steel in the stairway (Stair Run #6 and 3rd Floor Landing) is in generally much better condition than the steel in the lower levels. This is because the upper level steel is protected by the glass enclosed stairwell at this location with not direct openings for snow and water to enter.
2. At the second-floor landing, there are two expansion joints as noted in the Inspection section of this report. Both are covered by a 1 ¼" high rubber mat. Per the United States Access Board, Chapter 3: Building Blocks, "Changes in level greater than ½ inch (13 mm) high shall be ramped and shall comply with 405 or 406." Figure 303.2 shows vertical surface discontinuities shall be limited to ¼ inch maximum (6.4mm). Vertical surface discontinuities between ¼ inch (6.4 mm) and ½ inch (13 mm) shall be beveled with a slope of 1 vertical to 2 horizontal. The bevel shall be applied across the entire vertical surface discontinuity.

These mats, by ADA definition of their height, fall into the category of needing to be ramped. Per Section 405 of the ADA, utilizing the 5%, for 1 ¼ inch high the horizontal run will need to be 25 inches, which they currently are not. The existing mats at the expansion joint openings, do not meet ADA requirements

3. At the third-floor landing, it was noted there is one expansion joint as noted in the Inspection section of this report. The joint is exposed. The overall width of the joint is 1 ½ inches, with individual openings of ½ inches. Per Section 302.3 of ADA, openings in floor or ground surfaces shall not allow passage of a sphere ¼ inch in diameter or greater. The expansion joint as currently in place needs to be covered to meet ADA requirements.

RECOMMENDATIONS

The following is a list of suggested recommendations to prolong the life of the stairway and to make it compliant.

- A. It is our recommendation that the steel elements of the stairway be given a thorough sand blasting to remove all paint and rust buildup. After cleaning and prepping the steel, a durable exterior-rated paint system be applied to all steel members. A new paint system will extend the life of the stairs for many more years. During this project, after the sand blasting is complete, it would be our recommendation that a second assessment be done to those stair elements that currently exhibit significant levels of rusting and section loss to ascertain if some level of steel reinforcing should be added to strengthen the member prior to painting.
- B. It would be our recommendation that the same cleaning and coating system should also be considered for the structural members of the enclosing stairwell. While overall, these members are in much better condition, there are elements as seen described in the Miscellaneous Structural Elements herein, that would benefit from a cleaning and recoating for prolonged protection.
- C. The expansion joints noted at the second and third floor building slabs need to be made ADA compliant. It is our recommendation that ¼ inch plates by the length of the expansion joints be fastened to the concrete (with countersunk expansion anchor bolts) along one side of the joints to fasten the plates in place. This will allow for the intended movement to occur at the joint, while allowing the plate to slide across the joint. To prevent deterioration of the plate, it could be either FRP (Fiber Reinforced Plastic) or stainless steel, in lieu of plain or galvanized steel. This will eliminate the large rubber mats that are now in use and not compliant.
- D. It is recommended to consider resurfacing the pitted concrete at the stairs and landings. This will offer added protection to the already deficient concrete finish. There are either epoxy-based products or polymer modified toppings which can be used to provide a protective coat to the concrete surfaces. It should be noted that a slip resistant finish should also be considered as part of the overlay for safety purposes.
- E. It is recommended that the fluorescent light fixture located at Landing 'A' (underside of Landing 'C') as seen in Photo 13, have an impact resistant covering place over the lights to meet code. A covering similar to the one at Landing 'C' (underside of Landing 'D') is advised.
- F. It is suggested that a way to more fully enclose the stairway from the elements be considered along the east side of the stairwell where it is currently open.

This concludes this report outlining the findings from our inspection of the stairway and providing recommendations to prolong the life of the structure and make it compliant. If there are any questions regarding the contents of this report, or you would care to discuss it, please contact the undersigned. We appreciate the opportunity to work with the City on this project and look

forward to future endeavors with the City of Plymouth and the Downtown Development Authority.

Very truly yours,

Wade Trim Associates, Inc

A handwritten signature in black ink, appearing to read "Robert R. Breen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Robert R. Breen, PE,
Senior Structural Engineer

RRB/
PLY1019-01T
<pw://Projects/P/PLY20019/01T/Docs/Reports>

cc: Shawn Keough, PE - Wade Trim

Date: June 29, 2021

Owner: Saint Joseph Mercy Health System
5333 McAuley Dr., Suite 1117
Ypsilanti, MI 48197
Attn: Donna Cole

Project: Medical Office
Plymouth, MI
Stairwell Upgrades and Repairs

Dear Donna,

We have reviewed the Field Investigation report issued by Wade Trim dated March 18, 2019. Referring to Miscellaneous Assessment 1 page 4 of the report, we also observed excessive use of salt which has and is continuing to deteriorate the steel/sealer/concrete/sealants. We are aware of cosmetic repairs and painting performed by previous contractor. In referencing Recommendations noted on page 5, we agree that Item F to enclose the stairwell must be performed. The stairwell must be enclosed to prevent accumulation of ice and snow, the use of salt must be drastically reduced and not used within the enclosed stair, if possible. Without the enclosure and eliminating the excessive use of salt, the stairwell will continue to deteriorate, expensive cosmetic repairs will continue, and the structural integrity will eventually be compromised.

We propose to enclose, provide upgrades and repairs to the stairwell between the Medical Office Building and Parking Structure as described below in the amount of:

\$ 88,342.00

We include:

- Barricade stairwell to perform work.
- Power wash stairwell
- Remove concrete at 2nd floor landing, two stair tread/riser, repair steel pan/riser, pour concrete, apply traffic topping.
- Perform light sandblast and remove rust on steel where needed.
- Replace horizontal expansion joint at 2nd level.
- Install concrete curb at 1st level for elevated glazing system.
- Rework metal railing at 2nd level for new glazing.
- Lightly sandblast steel to receive paint while protecting adjacent surfaces.
- Install vertical expansion joints/flashing.
- Repair caulking at treads and landings
- Install new traffic topcoat on treads and landings below the 2nd floor.

- Enclose vertical openings between building and Stairwell
- Install aluminum entrances with closer/push/pull at 1st and 2nd level and glazing system (Kawneer Tri Fab 601) to enclose openings.
- Apply 1 coat of Macro epoxy 646 semi-gloss to all steel surfaces (beams, columns, underside decking, stringers and risers except where unreachable.)

Clarifications:

- Work to be performed during regular hours.
- Use of owner's restroom facilities.
- Closure of the Stairwell during construction.
- Includes architectural drawings and permit.

Exclusions:

- Directional signage by owner.
- Use of owner dumpster.
- Use of water and electrical.
- Any electrical work, light replacement.
- Unforeseen conditions, not readily visible.
- Repairs of any structure UON above.

Alternates:

- Additional riser replacement if requested: Add: \$1,500

We anticipate this work to take approximately 3 weeks.

Please contact me should you have any questions or would like to proceed with the work. We appreciate the opportunity.

Sincerely,

James P. Dixon

James P. Dixon

734-589-5955

jdixon@fairviewconstructionllc.com

Plymouth Central Parking Structure - Medical Building Stair Tower

Preliminary Order of Magnitude Estimate

December 11, 2020

Work Item	Work Item Description	Units	Estimated Quantity	Unit Cost	Cost
Division 0 & 1 - General Conditions					
1.1	Contractor Mobilization (5%)	L.S.	1	n/a	\$ 2,800
1.2	Contractor General Requirements (10%)	L.S.	1	n/a	\$ 5,500
Division 3 - Concrete					
3.1	Partial Depth Slab Repair	S.F.	5	\$ 100.00	\$ 500
3.2	Beam Repair	S.F.	20	\$ 120.00	\$ 2,400
Division 5 - Metals					
5.1	Stair Tread Pan Repair (includes concrete)	EA.	20	\$ 900.00	\$ 18,000
5.2	Stair Landing Pan Repair (includes concrete)	S.F.	55	\$ 120.00	\$ 6,600
5.3	Structural Steel Repair Allowance	Allow.	1	\$ 3,000.00	\$ 3,000
Division 7 - Waterproofing					
7.1	Remove & Replace Cove Joint Sealant	L.F.	420	\$ 6.00	\$ 2,520
7.2	Expansion Joint Repair (garage to stair)	L.F.	6	\$ 500.00	\$ 3,000
7.3	Install Deck Coating (Recoat System)	S.F.	400	\$ 5.00	\$ 2,000
7.4	Install Deck Coating (Full System) at Concrete Repairs	S.F.	100	\$ 6.00	\$ 600
Division 9 - Finishes					
9.1	Clean & Paint Structural Steel & Railing	L.S.	1	\$ 15,000.00	\$ 15,000
Division 26 - Electrical					
26.1	Remove & Reinstall Light Fixtures	Allow.	1	\$ 500.00	\$ 500
Estimated Construction Cost					\$ 62,420
Construction Contingency (20%)					\$ 12,580
Total Estimated Construction Cost					\$ 75,000
Engineering & Material Testing (20%)					\$ 15,000
Probable Construction Cost Budget					\$ 90,000

*Unit Key Code: L.S. - Lump Sum, S.F. - Square Foot, L.F. - Lineal Foot, EA. - Each, Allow. - Allowance

James P. Dixon, PE
jdixon@fairviewconstructionllc.com
734-589-5955

PROJECT EXPERIENCE:

- 2020/2021 – Loyola High School** – Chapel and Entrance Additions \$4.5M
- 2020 – Rochester Schools** – Cafeteria renovations at Adams and Rochester High Schools
- 2020 – Beaumont Southfield** – Generator installation \$400,000
- 2020 – Beaumont Dearborn** – Fire protection deficiencies
- 2019-2020 Beaumont Dearborn** – Chiller installation \$1.4M
- 2019–2020 Beaumont Royal Oak** – First Floor Terrazzo Floor installation \$307K
- 2019–2020 Beaumont Royal Oak** – North Tower Nurse Station Renovations \$600k
- 2019 Southfield** – BSC Facility miscellaneous repairs
- 2019 Beaumont Royal Oak** – ECHO Lab Patient Room Renovations \$325k
- 2019 Beaumont Trenton** – Roof replacement
- 2018-2020 Beaumont Taylor Fire Protection Upgrade** – Install fire protection throughout hospital
- 2018 Beaumont Royal Oak Cart Wash Replacement** – replace two cart washers for surgery
- 2018 Beaumont Royal Oak Nitrogen Exhaust** – Install exhaust and alarm sensor for Nitrogen Room
- 2018 Beaumont Trenton Pharmacy HVAC Upgrade** – Install new RTU and HVAC for Pharmacy occupied 24 hours a day, 7 days a week. \$460K
- 2017-2018 Beaumont Dearborn Chiller Replacement** – Replacement of 2 chillers and cooling towers. \$860K
- 2017-2018 Beaumont Trenton Cooling Tower Replacement** – Replacement of 2 cooling towers.
- 2017 Beaumont Dearborn RTU Replacement** – Replacement of 2 RTUs.
- 2017 Beaumont Royal Oak** Renovation of Orthopedic Conference Room with High-end finishes.
- 2017 McKinley Livonia** 12,000sf tenant build out for Proficient Services.
- 2017 Beaumont Royal Oak** Renovation of Orthopedic Conference Room with High-end finishes.
- 2017 McKinley Livonia** 12,000sf tenant build out for Proficient Services.
- 2016-17 UPMC Hill Building** Pre-construction services for 29,500 complete building renovation for research and lab departments \$8M

2016-17 UPMC Heart Vascular Institute Pre-construction services for 89,800sf renovation, including estimating, design reviews, scheduling, phasing \$34M

2015-16 UPMC HIV Clinic 8,200sf renovation for new clinic and replacement of building air handling units \$3.6M.

2015 UPMC Shadyside 8,000sf renovation for Intensive Care Unit \$2.3M

2015 UPMC Magee Women's Hospital Oncology suite renovation.

2014 UPMC Magee Women's Hospital Internal Medicine Clinic 7,000sf renovation.

2014 UPMC Montefiore Operating Room renovations.

2013 WSU UPG Medical Building and Parking Structure Pre-construction of \$50M 125,000sf Medical Office building and parking structure

2013 American House at Cottage Hospital – 80,000sf \$12M, performed pre-construction duties to renovate existing hospital floors for future Independent and Assisted Living facilities while maintaining current hospital operations on other floors.

2013 WBH-Grosse Pointe Generator 3 & 4 – Design/Build addition to house new generators

2013 WBH-RO 2nd Floor OR renovations – Design/Build Renovate 6 Operating Rooms, phased project during evening work without interrupting patient procedures.

2012 WBH-Grosse Pointe Cooling Tower – Installation of new cooling tower

2012 WBH-RO Oakland University Medical School – 10,000sf Design/Build renovations for new classrooms and locker rooms

2012 Retail Development - \$3.5M Design/Build Retail Development on Big Beaver in Troy

2012 WBH Grosse Pointe AHU 3 & 4 – Leader of project design for new air handler units.

2011 WBH-RO MRI - \$950,000 design build addition/renovation

2010 Retail Development - \$2.5M Design/Build Retail Development on University Drive in Auburn Hills

2009-2011 Dialysis Clinics – Southfield, Westland, Fort Wayne, Monroe – renovations for new Dialysis Clinics.

2008-9 Huron Valley Hospital MOB - \$5,800,000; 30,000sf new medical office building addition to existing hospital

2007-8 PIME, Catholic mission headquarters, \$8,000,000 design/build 1930 building, complete renovation of 65,000sf facility for administrative and residents

2007-8 The Courtyards, Student Housing Development on U of M campus in Ann Arbor, \$47,000,000, 360,000sf apartment complex, managing team, coordinated structural shop drawings and managing costs/changes for the project.

2005-6 Mixed-Use Development, Retail and Condos: \$7,000,000 Construction Management agreement with Boulder development. 67,000 square foot renovation of an existing historical building to accommodate new retail and loft condominiums.

2006 The Detroit Medical Center, Huron Valley Sinai Grace Hospital, Emergency Center Addition: \$2,750,000, 8,000sf addition and renovation of the Emergency Department. Construction Management agreement with The DMC.

2006 Botsford Hospital: Construction Management agreement with Botsford to replace radiology equipment and renovate their main lobby.

2006 Karmanos Cancer Center: Pharmacy Renovation, Construction Management agreement to do a complete renovation of an existing Pharmacy to the new upgraded standards.

2005-2006 J. P. Morgan Chase (Bank One): \$2,000,000 Construction Management agreement with J. P. Morgan Chase. This project is a 14,000 square foot renovation to an existing cash vault at the regional headquarters in Detroit. Ford and Earl are the project architects.

2005 Botsford Hospital: \$800,000 Construction Management agreement with Botsford to replace radiology equipment and renovate their main lobby.

2005 Charter One, Garden City: \$250,000 branch drive thru, renovation to existing.

2004 Normandy Plaza: \$3,000,000 Design/Build with AZD Associates of Birmingham. Work includes the construction of a 16,000 square foot shopping center and 3,200 square foot Charter One bank branch. Site work includes on-site detention, relocation of DTE poles, vacation of residential street, and re-routing of MDEQ governed combined sanitary/storm sewer in City of Royal Oak ROW.

2003-2005 The Detroit Medical Center: Miscellaneous project including Genetics Lab, Nuclear Medicine Suite, Hutzel Gift Shop

2003-2004 The Detroit Medical Center / Wayne State University Perinatology Research Branch: \$7,700,000 Construction Management agreement with DMC/WSU. 65,000 square foot renovation to existing space in Harper Hospital. Hobbs + Black Architects and Harley Ellis were the project architects. This project was federally funded.

2001-2005 William Beaumont Hospital/RO MOB 7th Orthopedic Suite with Radiology Rooms, CT Equipment Replacement, RO Replace PET Scanner: Operating Room Equipment Boom Replacement: Troy Patient Registration and Corridor Upgrades, Operating Boom Replacement maintaining operations during construction, Remodeling of existing Registration and corridors while occupied. RO Women's Cardiology/MRI, Family Birth Center, Multi-phased Triage and Labor/Delivery Rooms, RO Cath Lab: Design/Build with HED, Swing Cath Lab

2003 Gray Dialysis Clinic, Detroit: \$500,000 Design/Build with Gunn Levine. 4,500 SF renovation and 1,500 square foot addition to an existing Dialysis Clinic.

2003 Seaholm High School: Renovation of classrooms for Birmingham Public Schools.

2002 Warren Bank: Located in Clinton Township, 21,000 SF Design/Build with lower level and first floor, \$2,700,000.

2001 Hamilton Row, Birmingham, MI: 30,000 SF, 5-story mixed residential / commercial use building located in "Downtown Birmingham". Project has a zero lot line and was constructed without disruption to downtown business operations.

2000 William Beaumont Hospital/RO Emergency Center Expansion: 40,000 SF \$10,000,000 new addition for Beaumont's Emergency Center. Design/Build with AKA. Project included specialized construction methods due to limited site access. These methods included erecting temporary structures to allow for operation of the Emergency

Center during construction, installation of pilings and lagging to complete excavation work within limited site area, etc..

1999-2000 William Beaumont Hospital/RO Cancer Center Expansion: 70,000 SF, \$14,000,000 addition to existing hospital. Design/Build with Hobbs + Black and IDS. Project was multiple phased, erected on top of existing occupied building with tenant build outs including Operating Rooms.

1993-2002 William Beaumont Hospital/RO Miscellaneous Projects: Contract values from \$650 to \$2,000,000. Included renovations to Pediatrics, Nurse Stations, Automatic Doors, Sleep Rooms, NICU, Diagnostic Radiology, Medical Air Systems, Security Operations Center, Fire Protection/Fire Alarm Master Plan, MOB Office Renovations, MOB AHU Replacements, Patient Rooms, Lobbies and Corridors, Locker Rooms, Elevators, HVAC Modifications, Emergency Center Areas (7 projects), Security, Air Handling Units, Radiation Oncology, MRIs, Cath Labs, Operating Rooms, Administration Offices, Correction of Code Violations, Surgery Rooms, Humidification, etc..

1995-1996 William Beaumont Hospital/RO Emergency Center Renovations: Renovation of existing 8,000 SF Emergency Center's main surgery rooms.

1995-1996 William Beaumont Hospital/RO Cardiac Cath Lab No. 6: Renovation of existing second floor laboratory space to create a two station swing lab for cardiac catheterization.

1993-1994 William Beaumont Hospital/RO Emergency Center and Anatomic Pathology Lab: 18,000 SF renovation. Work included expansion of the existing emergency center and renovations to Anatomic Pathology Lab.

1993 Huron Valley Hospital Southwest Building Addition: 16,000 SF addition adjacent to existing hospital. Due to poor soil conditions project required specialized auger cast piles. Work completed while hospital remained fully operational.

1992 Detroit Edison: Replacement of parking lot and underground gas tanks in Monroe, MI.

1991 Annapolis Hospital: 4,000 SF NICU

1991-1994 Dearborn Public Schools School Building Program: Construction and renovation of 28 schools including architectural, mechanical and electrical disciplines.

1990-1991 Volkswagen of America, Auburn Hills, Michigan: 375,000 SF office building designed by Hobbs + Black Associates. Project also included a 20,000 SF research and development area.

1988-1991 Target Stores: Seven (7) 110,000 SF retail buildings.









RESOLUTION

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

WHEREAS The Downtown Development Authority Board of Directors has in the past put a priority in keeping the Central Parking Deck up-to-date with annual maintenance work, and

WHEREAS the City of Plymouth and St. Joseph Mercy Hospital share a stairwell that connects the Arbor Health Building with the Central Parking Deck, and

WHEREAS a 1992 easement agreement indicates any capital repairs to the stairwell will be shared evenly between the two entities,

NOW THEREFORE BE IT RESOLVED THAT the Downtown Development Authority Board agrees to pay for half of the cost for capital improvements to the stairwell at \$44,171 plus half of any portion of the \$10,000 contingency, should it be needed. Funding for the project will come from the DDA Capitol Improvement Fund, Acct. No. 405 290 977 813



ADMINISTRATIVE RECOMMENDATION

To: DDA Board
From: DDA Staff
CC: S:\DDA\Shared Files\DDA Board\DDA Agendas\DDAgendas\July2021
Date: 7/12/2021
Re: Office Lease 2021-2024

BACKGROUND:

In past budget discussions, the DDA Board has indicated a willingness and desire to continue to operate the DDA office downtown to be more responsive to merchants.

Attached is the proposed 3-year lease extension for 831 Penniman from property owner Vince Mucci.

Under the proposed lease, rental payments will go up by \$50 a month in each of three consecutive years, beginning on September 1, 2021. That would increase the rent to \$1,550 per month commencing on September 1, 2021 and continuing on the first day of each month thereafter through August 31, 2022; \$1,600.00 per month commencing on September 1, 2022 and continuing on the first day of each month thereafter through August 31, 2023; and \$1,650 per month from September 1, 2023 through August 31, 2024.

As is the same as our current lease, the proposed lease includes taxes pro-rated over 12 months included as part of our monthly rent. And, as has been practice, the DDA will pay a portion of the water bill, which is \$60.

The proposed lease increase is the same yearly increase paid over the previous eight years.

The current location not only gives us an opportunity to be close to merchants, is convenient for visitor's to downtown seeking information; allows staff to be close to the

many events and activities downtown; and is convenient to our storage area under the Central Parking Deck ramp.

RECOMMENDATION:

Staff is recommending the DDA Board approve the extended 3-year lease with Molise LLC.

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT dated as of June 30, 2021 between Molise, L.L.C., a Michigan Limited Partnership (landlord) and Plymouth Downtown Development Authority, 201 Main Street, Plymouth, Mi. (tenant).

WHEREAS, by Lease Agreement executed on August 20, 2013 (the lease) Landlord leased to Tenant a building as described in the Lease and located at 831 Penniman Ave, Plymouth, MI.

WHEREAS, the Tenant and Landlord desire to further amend and extend the lease.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. The term is extended for three (3) years commencing on September 1, 2021 and expiring at midnight on August 31, 2024 under the same terms and conditions stated in the lease commencing on September 1, 2013.
2. Except the Rental payments will be \$ 1,550.00 per month commencing on September 1, 2021 and continuing on the first day of each month thereafter through August 31, 2022 and 1,600.00 per month commencing on September 1, 2022 and continuing on the first day of each month thereafter through August 31, 2023 and 1,650.00 per month commencing on September 1, 2023 and continuing on the first day of each month thereafter through August 31, 2024.
3. Except the Water charge will be \$ 60.00 per month commencing on September 1, 2021 and continuing on the first day of each month thereafter through August 31, 2024.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to Lease Agreement the ____ day of _____, 2021.

WITNESS:

LANDLORD: MOLISE, L.L.C.

By:

WITNESS:

TENANT: PLYMOUTH DOWNTOWN DEVELOPMENT
AUTHORITY

RESOLUTION

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

WHEREAS The Downtown Development Authority Board of Directors has indicated its desire and willingness to keep the DDA office downtown, and

WHEREAS Keeping the DDA office downtown would give better service to merchants, property owners and visitors, and

WHEREAS Having the DDA office downtown would give staff close proximity to events, activities and happenings downtown,

NOW THEREFORE BE IT RESOLVED THAT the Downtown Development Authority Board hereby instruct DDA staff to sign a 3-year lease agreement with property owner Vince Mucci for office space at 831 Penniman for \$1,550 per month from 9/1/21 to 8/31/22; \$1,600 per month from 9/1/22-8/31/23; and \$1,650 from 9/1/23-8/31/24.