



# Plymouth Downtown Development Authority Meeting Agenda

March 11, 2024 7:00 p.m.  
Plymouth City Hall & Online Zoom Webinar

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Plymouth Downtown Development Authority  
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Plymouth, Michigan 48170

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Join Zoom Webinar: <https://us02web.zoom.us/j/86571872163>

Webinar ID: 865 7187 2163

Passcode: 785177

**1) CALL TO ORDER**

*Kerri Pollard, Chairperson  
Richard Matsu, Vice Chairperson  
Suzi Deal, Mayor  
Ellen Elliott  
Jennifer Frey  
Brian Harris  
Dan Johnson  
Shannon Perry  
Ed Saenz  
Paul Salloum*

**2) CITIZENS COMMENTS**

**3) APPROVAL OF AGENDA**

**4) APPROVAL OF MEETING MINUTES**

**A. February 12, 2024 Regular Meeting Minutes**

**5) BOARD COMMENTS**

**6) OLD BUSINESS**

**A. Five-Year Action Plan Update  
B. 2024 Strategic Planning Session Update**

**7) NEW BUSINESS**

**A. Infrastructure Upgrade Approval – Main and Church Street Intersection  
B. DDA Office Lease Extension**

**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.*

City of Plymouth Strategic Plan 2022-2026

**GOAL AREA ONE - SUSTAINABLE INFRASTRUCTURE**

**OBJECTIVES**

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

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

**OBJECTIVES**

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

**GOAL AREA THREE - COMMUNITY CONNECTIVITY**

**OBJECTIVES**

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

**GOAL AREA FOUR - ATTRACTIVE, LIVABLE COMMUNITY**

**OBJECTIVES**

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

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

-Plymouth Mayor Joe Bida  
November 1977



# Plymouth Downtown Development Authority

## Regular Meeting Minutes

### Monday, February 12, 2024 - 7:00 p.m.

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

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

#### 1. CALL TO ORDER

Chair Kerri Pollard called the meeting to order at 7:00 p.m.

Present: Chair Pollard, Vice Chair Richard Matsu, Mayor Suzi Deal, Members Ellen Elliott, Jennifer Frey, Brian Harris, Ed Saenz, Paul Salloum

Excused: Members Dan Johnson and Shannon Perry

Also present: Economic Development Director John Buzuvis and DDA Director Sam Plymale

#### 2. CITIZENS COMMENTS

There were no citizen comments.

#### 3. APPROVAL OF AGENDA

Saenz offered a motion, seconded by Frey, to approve the agenda for Monday, February 12, 2024.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

#### 4. APPROVAL OF MEETING MINUTES

Harris offered a motion, seconded by Saenz, to approve the meeting minutes for January 8, 2024.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

#### 5. BOARD COMMENTS

Harris said Bingo during the Ice Festival brought numerous people to his business.

Deal thanked DDA staff for their work on the Ice Festival.

Elliott also thanked all for the Ice Festival and complimented the organizer, James Gietzen.

Pollard said she appreciated that the Ice Festival Bingo was beneficial to businesses.

#### 6. OLD BUSINESS

##### a. Five-Year Action Plan Update

Plymale provided updates on the Main/Church intersection project, bike racks, Ice Festival Bingo, and a text message notification program.

#### 7. NEW BUSINESS

##### a. 2024 Central Parking Deck Engineering Proposal

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

WHEREAS The upkeep of the Central Parking Deck is the responsibility of the Downtown Development Authority; and

WHEREAS An engineering inspection of the Central Parking Deck is needed annually to ensure the safety of employees and visitors to Downtown Plymouth; and

WHEREAS The maintenance schedule for the Central Parking Deck is in need of an update due to economic changes; and

WHEREAS Fishbeck is familiar with this parking structure, providing engineering analysis reports and construction documents for more than a decade.

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth Downtown Development Authority Board of Directors does hereby authorize DDA Staff to contract with Fishbeck of Grand Rapids, MI, for the 2024 engineering inspection for \$9,500, and creation of a report to update the Central Parking Deck's maintenance schedule and create a potential lifespan report for \$3,200, for a total contract amount of \$12,700. Funds will be drawn from Acct. No. 494.261.977.813.

A lengthy discussion ensued. Jeanette Grzeskowiak from Fishbeck answered questions about her company's history with the parking deck and why there was a need to spend more time researching its problems. She explained that there were new issues, including drainage on the pedestrian bridge. It was noted that there was rust on the stairs that were repaired by the medical center, and Plymale said he would bring it to their attention. Plymale said he would prepare a report of repairs that have been done over the last ten years, and Grzeskowiak said she would bring her report to the DDA Board in April.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

b. 2024 DDA Liquor License Cap Discussion

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

WHEREAS The City of Plymouth has a Liquor Management Ordinance related to the number of allowable liquor licenses in a particular zoning district; and

WHEREAS The Plymouth Downtown District currently allows for 18 licenses under the current cap, and WHEREAS The DDA Board annually discusses any potential changes to the DDA liquor license cap.

NOW THEREFORE BE IT RESOLVED THAT the Downtown Development Board of Directors recommends that no changes be made to the current cap in the downtown district. The cap would remain at 18 in the downtown district as defined in the Liquor Management Ordinance under this recommendation pending the approval of the City Commission.

Board members discussed the history of the cap, which has increased by four since its inception, and is reviewed by the City Commission annually. There was a question of whether the cap could be interpreted as the DDA not being business friendly. It was also stated that the liquor license cap was the only mechanism available to encourage a variety of businesses.



Karen Sisolak, 939 Penniman, thanked DDA board members for taking the time to have a meaningful discussion.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

## **8. REPORTS AND CORRESPONDENCE**

### **a. Planning Commission Master Plan Update Information**

Planning and Community Development Director Greta Bolhuis spoke to the group via Zoom. She said the Planning Commission was working on updating the public engagement and future land use sections of the plan and that they wanted feedback from the DDA.

### **b. City of Plymouth Strategic Plan Update – Approved One-Year Tasks**

Plymale reviewed the City Commission one-year tasks that relate to the DDA, including bike racks, parking deck maintenance, pursuing additional parking, communication, branding and social media, the Kellogg Park and DDA master plans, and the DDA streetscape.

## **9. ADJOURNMENT**

Deal offered a motion, seconded by Harris, to adjourn the meeting at 8:24 p.m.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

2020-2024 Five-Year Action Plan

Goal	Task	Responsible Party	Timeframe	Funding Source	Status Update 03/04/2024
Improve Parking	<p><b>**Top Priority**</b></p> <p><b>Improve condition, aesthetics and/or functionality of existing parking lots by:</b></p> <ul style="list-style-type: none"> <li>- Resurfacing 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.</li> <li>- Designing parking lot at Saxton's site.</li> </ul>	DDA Staff/ DDA Board	Short-term		Saxton's Municipal Lot is complete. EV charging stations are operational and being utilized. Light poles installed in late December. 4 out of 5 benches installed; 3 of 5 memorialized with plaques. Engineer was on-site on March 7, 2024 for annual inspection of the Central Parking Deck. Report and next steps expected at April DDA Board meeting.
	<p>Finance parking lot maintenance and improvements via a paid parking system. Includes demolition/reconstruction of parking deck.</p> <ul style="list-style-type: none"> <li>-Decide on a direction for paid parking.</li> </ul>	DDA Staff/ DDA Board	Short- to Mid-term		Informational meetings held in 2023. Paid Parking not part of the City's 2024 Strategic Plan tasks.
	<p><b>Maximize number of parking spaces.</b></p>	DDA Staff	Short- to Long-term		City Commission approved Outdoor Dining Policy at October 6,2023 meeting. It is anticipated that additional restaurants will use adjacent parking spaces for platform patio extensions. "Review opportunities for additional parking spaces" added to the City's 2024 One Year Tasks.
Improve Pedestrian Safety	<p><b>**Top Priority**</b></p> <p><b>Improve pedestrian crossings for safety</b> (also goal of DDA Infrastructure Plan), alerting cars that a pedestrian is in crosswalk, specifically:</p> <ul style="list-style-type: none"> <li>- At Penniman/Harvey, Harvey/AA Trail, and Main/Church St. intersections (coordinate with City Commission).</li> <li>- Increase size of waiting area at crossings.</li> <li>- 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.</li> <li>-Identify locations for additional bike racks.</li> </ul>	City Commission/ DDA Board	Short-term		Upgrades to the Main/Church intersection are a part of the City's 2024 Infrastructure Plan, details on 3/11/2024 DDA agenda. New bike racks installed at City Hall and Kellogg Park. Additional bike racks planned in 2024 at Deer/Ann Arbor Trail and on Union near UBS and other strategic locations. Pedestrian signal installation at Main Street crosswalk and Forest and Ann Arbor Trail crosswalk installed in 2022.
	<p><b>Maintain sidewalks for safety, making them pedestrian-friendly</b> by:</p> <ul style="list-style-type: none"> <li>- Repairing concrete where needed.</li> <li>- Replacing tree grates (either overall or where needed).</li> <li>- Maintaining/updating pavers.</li> <li>- Extending sidewalks where needed.</li> </ul>	DDA Staff	Short-term		Landscaper began work first week of March to address trip hazards in and around tree grate areas and will fill empty tree grate areas with mulch, those affecting outside patio areas prioritized. DDA Staff met with landscaper in late February 2024 to identify brick areas in need of repair at the end of winter 2024. Any additional major repairs including tree replacement, grates, planters, brickscape and/or sidewalk will be part of a future streetscape upgrade project identified in the City's 2024 strategic plan tasks.

## 2020-2024 Five-Year Action Plan

Goal	Task	Responsible Party	Timeframe	Funding Source	Status Update 03/04/2024
	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.	City Commission/ DDA Board	Mid-term		New trees planted at new Saxton's municipal lot at Ann Arbor Trail and Deer. Additional tree replacement would be part of a future streetscape plan.
	Improve street and alley lighting for safety; determine decorative lighting style for alleys (ex. illuminating artwork).	DDA Board/ DDA Staff	Mid- to Long-term		Holiday Tree Light contractor completed 95% of repairs during the holiday season. There are three trees that he was unable to repair that will be addressed in the 2024 maintenance in July. Central Parking Deck lighting upgrades completed in 2023.
	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. Joe's (near Subway).	DDA Board	Short-term		Plymouth Art Walk has been installed in all Phase 2 locations. DDA Staff has created and distributed brochures on the Art Walk. Staff has had preliminary discussion with Tony Roko on possible Phase 3, additional funding will be needed.
Kellogg Park	Install the new fountain.	DDA Staff	Short-term		COMPLETED
	<b>**Top Priority**</b> <b>Implement Kellogg Park Master Plan by:</b> - Prioritizing action items identified in Goal Setting Session (12/14/2020) - Identifying potential funding sources and priority short-term action items. - Recommending City Commission adopt Kellogg Park Master Plan as an amendment to the Plymouth Five-Year Parks and Recreation Master Plan. - Submitting grant application to MDNR to implement top action-item priorities of Kellogg Park Master Plan.	City Commission/ DDA Board	Short to Long-term		Rec Millage failed, so no significant Kellogg Park turf upgrades in the near term. City IT staff working on upgrading camera system in Central Parking Deck, Kellogg Park and surrounding areas with completion expected in early 2024. New holiday decorations needed. Staff looking at 2024 funding options with potential partnerships with Plymouth Community Arts Council and Plymouth Chamber of Commerce.
Businesses	<b>**Top Priority**</b> <b>Rethink café/outdoor dining policy</b> to include: - Closing some streets. - Creating woonerf on Penniman (in front of theater). - Creating semi-permanent dining extension into parallel parking spaces.* - Expanding entertainment opportunities in Kellogg Park and throughout downtown. - Creating "Social District" for common outdoor liquor sales. - Reaching decision on outdoor dining plan and considering "parklets". *Approved by City Commission starting in April and extending through 2021.	City Commission/ DDA Board	Short-term		City Commission approved new Outdoor Dining Policy at 10/6/2023 City Commission Meeting. New policy will allow restaurants to extend outdoor dining into adjacent parking spaces through 2028. Per the policy patio construction is allowed to take place in March and use of patios can begin on April 1st. DDA and Chamber of Commerce staff have decided that there will be no Saturday Scenes program for 2024 due to lack of sponsors.
	Expand use of technology.	DDA Board	Short- to Mid-term		Four EV charging stations being utilized at new Saxton's lot.

**2020-2024 Five-Year Action Plan**

Goal	Task	Responsible Party	Timeframe	Funding Source	Status Update 03/04/2024
Support E	Engage with businesses to create artwork throughout the DDA.	DDA Board/ DDA Staff	Short-term		Staff has had some preliminary discussion on a third phase of the Plymouth Artwalk.
	Attract new businesses and engage with existing businesses.	DDA Board/ DDA Staff	Short- to Long-term		Ice Fest Bingo game was success once again. Not Your Basic Batch and Highline Spirits all expected to open in 2024. Staff updated Downtown Walking Maps and business information on downtown kiosks in July. Monthly business event calendars and newsletter ongoing. New Marketing Assistant Julian begins 3/12/2024.



**Carlisle | Wortman**  
ASSOCIATES, INC.

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

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**MEMORANDUM**

**TO:** City of Plymouth Downtown Development Authority Board

**FROM:** Sally M. Elmiger, AICP

**DATE:** February 21, 2024

**RE:** DDA Board Goal Setting Session

The April 8, 2024 DDA Board meeting is dedicated to establishing goals for the DDA District for the next several years. This meeting will be held at City Hall with an opportunity for the public to attend in-person or via Zoom, which will allow a broad array of residents, visitors, and business owners to attend and participate in the meeting. We will be facilitating a goal-setting exercise at this meeting.

We will start the meeting with a short presentation that summarizes the completed and incomplete 2020 DDA goals, and the goals of other city boards. This will help the DDA Board coordinate its efforts with the efforts of these other boards.

Then, we will facilitate a “Gallery Walk” goal-setting exercise. Topics will be written on flip charts arranged around a room, based on topic areas identified by the Board in 2020. One flip chart will also contain an “Other” category where new topics can be introduced. The Board Members will be invited to write one goal for each topic on sticky notes, and apply them to the relevant flip chart. We will ask members to provide one goal for all topics in the first round. Then, a second round of responses will be performed, and so on, until all goals have been posted to the flip charts.

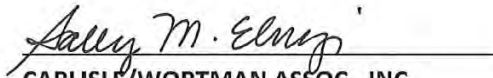
Once participants have posted their goals to all the topics, the facilitator will organize the goals supplied into categories (if possible). After this step, we will have a full-group discussion of the responses. I will facilitate the discussion and record additional comments and refinements to the ideas on the flip chart.

Once the discussion is complete, the audience in the room or online will be asked to share their ideas with the Board.

The last step is to establish priorities. To do this, we will use the “dot voting method” and ask Board Members to vote for their top priorities.

To help prepare for the meeting, we have developed a background presentation that summarizes the 2024 one-year tasks for the City Commission, the City Master Plan, and the 2020 goals for the DDA Board. A copy of the presentation is attached. We have also attached the topics for the exercise in a “worksheet” format to allow you to think about them before the meeting, and make notes of your thoughts. Please review all of this information and complete the worksheets before the meeting.

We look forward to seeing you in April, and discussing your vision for Plymouth’s DDA District.



CARLISLE/WORTMAN ASSOC., INC.

Sally M. Elmiger, AICP, LEED AP

Principal

Cc: Sam Plymale, DDA Director



# Downtown Development Authority Goal Setting Session



April 8, 2024





# Presentation Overview

1. 2024 City Commission Strategic Plan – One-Year Tasks
2. 2018 Master Plan Goals & 2023 Planning Commission Goals
3. 2020 DDA Strategic Plan Action Items

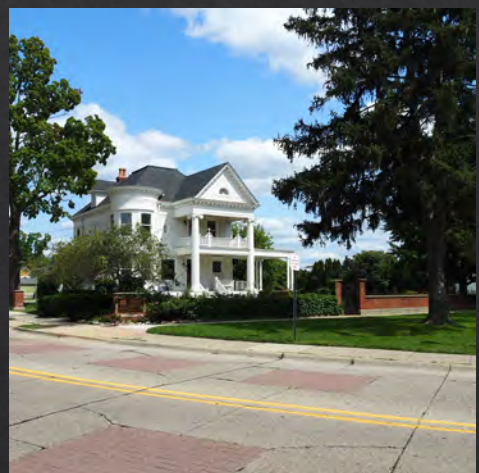




# 2024 City Commission One-Year Tasks

## ◇ Sustainable Infrastructure:

- Plan and strategize for potential recreational millage proposal.
- Complete parking deck engineering review.
- Target citywide bike rack installation in high-traffic areas.
- Review opportunities for additional parking spaces.



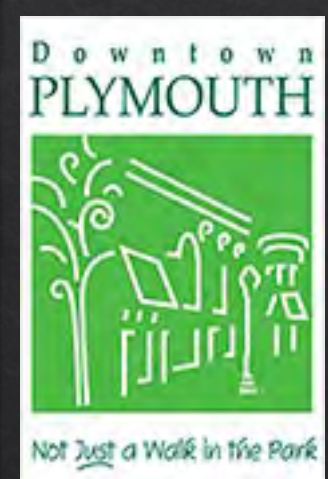




# 2024 City Commission One-Year Tasks

## ◆ Attractive, Livable Community:

- Continue implementation of Kellogg Park and Downtown Development Authority (DDA) master plan(s).
- Begin development of a DDA streetscape improvement plan.
- Review and update special events policy.







# 2018 Master Plan Goals

## ◆ Streetscape and Public Spaces:

- Promote plazas open to the public, green space and pedestrian amenities.
- Maintain and enhance the downtown's quality pavers, landscaping, lighting, public art, street furniture and attractive signage.







# 2018 Master Plan Goals

## ◇ Parking and Circulation:

- Continue improvements of the central parking deck and acquire additional public parking at strategic locations.
- If new parking structures are developed, the City should integrate retail buildings and pedestrian amenities within the structure.
- New parking lots and structures must make a positive contribution to the street edge and pedestrian areas.
- Public parking should be connected to the central business areas through well-maintained sidewalks and pedestrian passageways.





# 2023 Planning Commission Goals

- ◆ Review, amend, and revise the Master Plan as necessary
- ◆ Obtain and review a form-based code test case (Old Village).
- ◆ Create an ordinance to support emergency electric generators.







# 2020 DDA Five Year Strategic Plan

- ◆ Improve parking
- ◆ Improve pedestrian safety
- ◆ Kellogg Park
- ◆ Support businesses



# 2020 DDA Five Year Strategic Plan

	Goal	Status
Improve Parking	<p><b>*Top Priority*</b> Improve condition, aesthetics, functionality of existing parking lots by:</p> <ol style="list-style-type: none"> <li><b>Resurfacing</b> existing lots that are in need (such as Liberty/Penniman lot and lot at Harvey/Wing); consider <b>lot re-configuration</b> to improve flow, <b>street edge and pedestrian connections</b> as part of projects.</li> <li>Designing parking lot at Saxton’s site.</li> </ol>	<ol style="list-style-type: none"> <li>Outstanding</li> <li>Complete: <ul style="list-style-type: none"> <li>EV charging operational</li> <li>Light poles installed</li> <li>Benches/bike racks early 2024</li> </ul> </li> </ol>
	<p>Finance parking lot maintenance and improvements via paid parking system. Includes demolition/reconstruction of parking deck.</p> <ol style="list-style-type: none"> <li>Decide on direction for paid parking.</li> </ol> <p>(CC: Complete parking deck engineering review)</p>	<ol style="list-style-type: none"> <li>Committee of the Whole meeting held on 4/3/23 for parking/woonerf/patio updates. Buzuvis presentation on paid parking to City Commission 6/5/23; waiting for next steps.</li> </ol>
	<p>Maximize number of parking spaces (CC: Review opportunities for additional parking spaces)</p>	<ul style="list-style-type: none"> <li>DDA recommendation to add more spaces to Church St. – City Commission didn’t approve.</li> <li>City Commission approved Outdoor Dining Policy for use of on-street spaces for extended restaurant dining platforms until 2028.</li> </ul>

Blue = Coordinates with City Commission’s One-Year Tasks



# 2020 DDA Five Year Strategic Plan

	Goal	Status
Improve Pedestrian Safety	<p><b>*Top Priority*</b> Improve pedestrian crossings for safety:</p> <ol style="list-style-type: none"> <li>At Penniman/Harvey, Harvey/AA Trail, and Main/Church St. intersections.</li> <li>Increase size of waiting area at crossings.</li> <li>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.</li> <li>Identify locations for additional bike racks. <a href="#">(CC: Target citywide bike rack installation in high-traffic areas)</a> <a href="#">(CC: Continue implementation of DDA master plan)</a></li> </ol>	<ol style="list-style-type: none"> <li>Upgrades to Main/Church intersection in City's 2024 Infrastructure Plan. Next steps: <ul style="list-style-type: none"> <li>Determine costs</li> <li>Partnership with DDA for intersection upgrades</li> <li>Proposal expected in coming months</li> </ul> </li> <li>Pedestrian signals installed at Main St. midblock crossing &amp; AA Trail/Forest (2022).</li> <li>New bike racks at City Hall &amp; Kellogg Park. New racks in 2024 at: <ul style="list-style-type: none"> <li>Deer/Ann Arbor Trail</li> <li>Union St. near UBS</li> </ul> </li> </ol>
	<p>Maintain sidewalks for safety, making them pedestrian-friendly by:</p> <ol style="list-style-type: none"> <li>Repair concrete where needed</li> <li>Replace tree grates (either overall or where needed)</li> <li>Maintain/update pavers</li> <li>Extend sidewalks where needed</li> </ol> <p><a href="#">(CC: Begin development of a DDA streetscape improvement plan)</a></p>	<ol style="list-style-type: none"> <li>DMS exploring concrete-cutting/mudjacking companies</li> <li>Empty tree grates filled with mulch 2024</li> <li>Engage contractor to identify paver needs</li> <li>Include remaining repairs in future streetscape upgrade project</li> </ol>



# 2020 DDA Five Year Strategic Plan

	Goal	Status
Improve Pedestrian Safety (Continued)	<b>Street Trees:</b> <ol style="list-style-type: none"> <li>1. Plant trees along sidewalks.</li> <li>2. Replace trees in poor condition.</li> <li>3. Investigate organizations (Keep Plymouth Leafy) that supply/plant trees.</li> </ol>	<ol style="list-style-type: none"> <li>1. New trees planted at Saxton’s lot</li> <li>2. Include additional tree replacement in future streetscape upgrade project</li> </ol>
	<b>Street and alley lighting:</b> <ol style="list-style-type: none"> <li>1. Improve street and alley lighting for safety</li> <li>2. Determine decorative lighting style for alleys (ex. illuminating artwork)</li> </ol>	<ol style="list-style-type: none"> <li>1. Contractor completed 95% repairs to Holiday Tree Lighting in 2023. Address last 3 trees in 2024.</li> </ol>
	<b>Alley ambience:</b> <ol style="list-style-type: none"> <li>1. Improve alley ambience via artwork to enhance appearance. Potential locations: <ul style="list-style-type: none"> <li>- DDA office alley</li> <li>- Alley around parking structure</li> <li>- Alley between theater &amp; gathering area</li> <li>- Alley by St. Joe’s (near Subway)</li> </ul> </li> </ol>	<ol style="list-style-type: none"> <li>1. Plymouth Art Walk: <ul style="list-style-type: none"> <li>- Installed in all Phase 2 locations</li> <li>- DDA staff created/distributed brochure</li> <li>- DDA staff held preliminary discussion with Tony Roko on possible Phase 3 (requires additional funding)</li> <li>- DIA Inside Out removed in 2023</li> </ul> </li> </ol>

# 2020 DDA Five Year Strategic Plan

	Goal	Status
Kellogg Park	<p><b>*Top Priority*</b> Implement Kellogg Park Master Plan by:</p> <ol style="list-style-type: none"> <li>1. Prioritize action items identified in Goal Setting Session (12/14/20).</li> <li>2. Identify funding sources and priority short-term action items.</li> <li>3. Recommend City Commission adopt Kellogg Park Master Plan as an amendment to the Plymouth Five-Year Parks and Recreation Master Plan.</li> <li>4. Submit grant application to MDNR to implement top priorities of Kellogg Park Master Plan.</li> </ol> <p>(CC: Continue implementation of Kellogg Park master plan)            (CC: Plan and strategize for potential recreational millage proposal)</p>	<ol style="list-style-type: none"> <li>1. Rec Millage failed.               <ul style="list-style-type: none"> <li>- No near-term funding for turf upgrades.</li> <li>- City IT upgrading camera system at Parking Deck, Kellogg Park &amp; surrounding area – completion expected 2024.</li> <li>- Holiday decorations upgrade – considering funding partnership with Plymouth Community Arts Council &amp; Chamber of Commerce</li> </ul> </li> </ol>

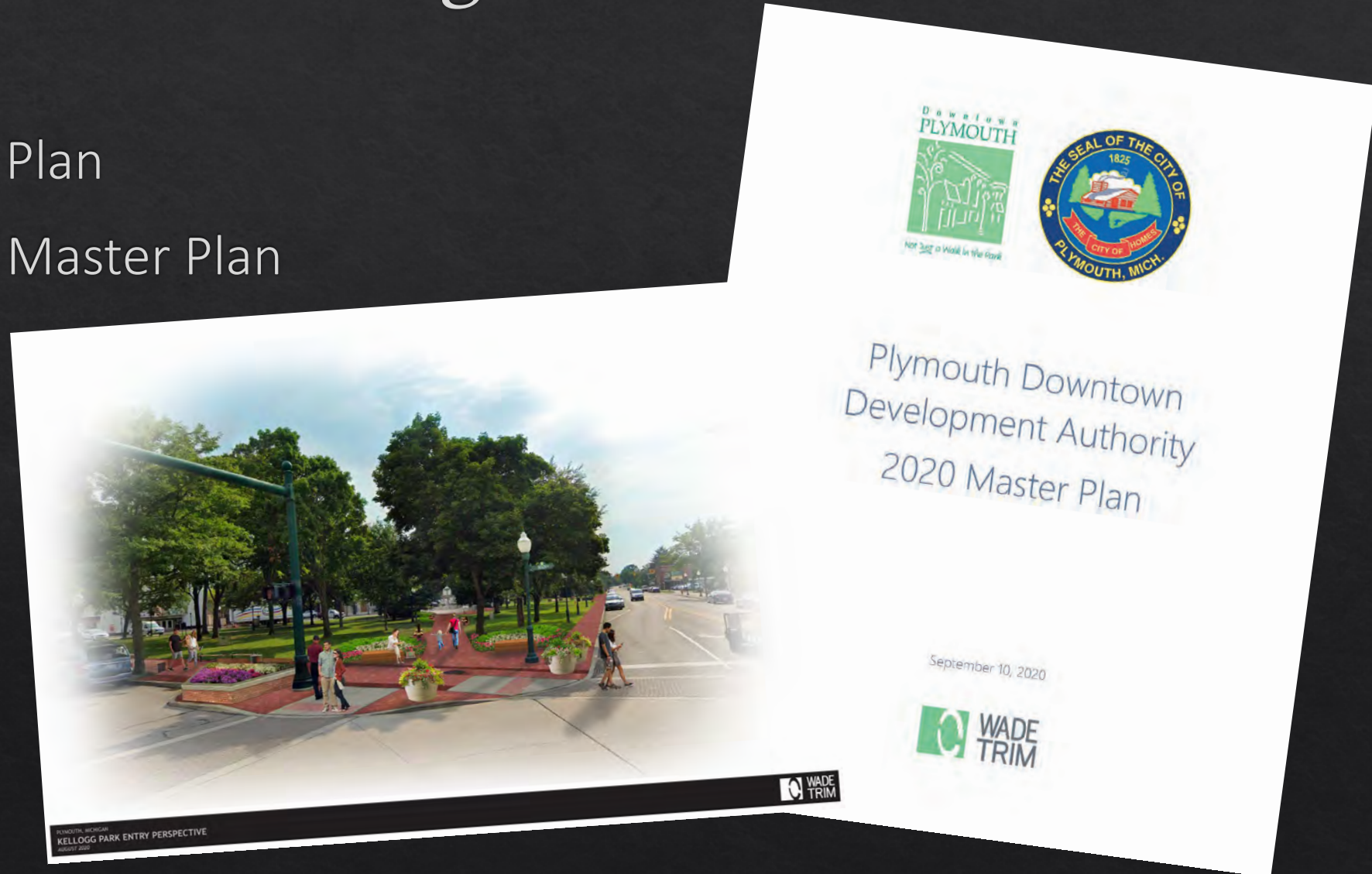
# 2020 DDA Five Year Strategic Plan

	Goal	Status
Support Businesses	<p><b>*Top Priority*</b> Rethink café/outdoor dining policy to include the following actions:</p> <ol style="list-style-type: none"> <li>1. Close some streets</li> <li>2. Create woonerf on Penniman (in front of theater)</li> <li>3. Create semi-permanent dining extension into on-street parallel parking spaces</li> <li>4. Expand entertainment opportunities in Kellogg Park &amp; throughout downtown.</li> <li>5. Create “Social District” for common outdoor liquor sales.</li> <li>6. Research decision on outdoor dining plan and consider “parklets”</li> </ol> <p>(CC: Review and update special events policy)</p>	<ol style="list-style-type: none"> <li>3. City Commission approved new Outdoor Dining Policy through 2028.</li> <li>4. DDA staff/Chamber discussing future of Saturday Scenes street entertainment.</li> </ol>
	Expand use of technology	Four new EV stations at Saxton’s lot
	Engage with businesses to create artwork throughout DDA	<ul style="list-style-type: none"> <li>- Garage mural on hold until 2024; funding.</li> <li>- DDA staff held preliminary discussions on Plymouth Artwork Phase 3</li> </ul>
	Attract new businesses and engage with existing businesses	<ul style="list-style-type: none"> <li>- Ledger, Not Your Basic Batch &amp; Highline Spirits expected to open early 2024.</li> <li>- DDA staff updated Downtown Walking Maps &amp; kiosks in 2023.</li> <li>- Month business event calendar/newsletter ongoing.</li> </ul>



# Current Planning Documents

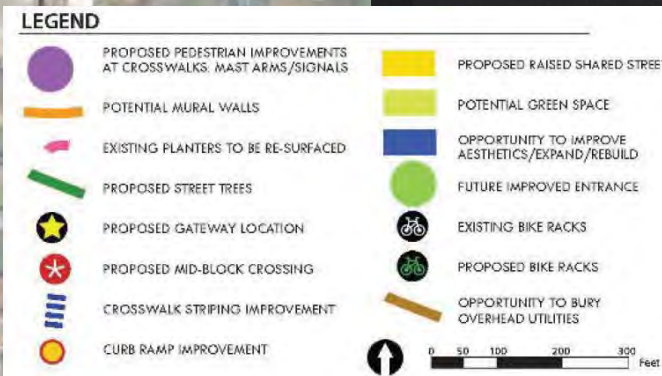
- ◆ 2020 DDA Master Plan
- ◆ 2020 Kellogg Park Master Plan





# 2020 DDA Infrastructure Master Plan

- ◇ Short- and long-term streetscape improvements to sidewalks, brick, planters, tree grates, trees, site furnishings
- ◇ Mural walls
- ◇ Gateway features
- ◇ Midblock crossings / crosswalks
- ◇ Curb ramps
- ◇ Bike racks
- ◇ Potential greenspace
- ◇ Potential raised shared street
- ◇ Bury overhead utility lines





# 2020 DDA Infrastructure Master Plan – Transportation Plan

- ◇ Priority DDA parking rehab areas
- ◇ Target for road diet
- ◇ Separated and shared bike lanes





# 2020 DDA Infrastructure Master Plan – Corridor Improvements Plan

- ◆ Identifies specific improvements for each corridor (Pgs. 30-37)
- ◆ Also includes discussion of:
  - Fleet Street Alley (around parking deck)
  - Main St. Alley (between Forest & Main St.)





# Goal Setting Exercise

For the next two years, what are your top priorities for the following topic categories?

- ◆ Parking. i) Number ii) Condition
- ◆ Pedestrian Safety. i) Crossings ii) Condition iii) Trees iv) Lighting v) Alleys
- ◆ Kellogg Park. i) Funding to implement Kellogg Park Master Plan
- ◆ Support Businesses. i) Entertainment ii) Parklets iii) Technology  
iv) Recruit new businesses
- ◆ Other topics?







# Questions?



Please use these worksheets to gather your thoughts in preparation for the April 8 DDA Board Goal-Setting session.

**For the next two years, what are your top priorities for the following topic categories?**

**1. Parking**

- i) Number of spaces
- ii) Condition of existing lots
- iii) Other

**2. Pedestrian Safety**

- i) Crossings
- ii) Pavement condition
- iii) Trees
- iv) Street/alley lighting
- v) Alleys
- vi) Other

**For the next two years, what are your top priorities for the following topic categories?**

**3. Kellogg Park**

- i) Funding to implement Kellogg Park Master Plan
- v) Other

**4. Support Businesses**

- i) Entertainment
- ii) Parklets
- iii) Technology
- iv) Recruit new businesses
- v) Other



**For the next two years, what are your top priorities for the following topic categories?**

**5. Other Topics?**



# ADMINISTRATIVE RECOMMENDATION

To: DDA Board  
From: DDA Staff  
CC: S:\DDA\Shared Files\DDA Board\DDA Agendas\DDA agendas 2024\March2024  
Date: 3/11/2024  
Re: Main and Church Street Intersection Improvement Project

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## **BACKGROUND:**

In the current DDA strategic plan, the Downtown Development Authority Board of Directors has called for improvement of street intersections including traffic and crosswalk signals in the DDA district. The intersections of need that are specifically identified in the current Five-Year Action Plan are Harvey/Penniman, Harvey/Ann Arbor Trail, and Main/Church.

The intersections of Harvey/Penniman and Harvey/Ann Arbor Trail were addressed in 2021-2022, as the DDA Board approved a cost share with the City of Plymouth for intersection improvements that included upgrades to pedestrian signals and traffic signals at both sites. The cost share was a 50/50 agreement with the City. Improvements to those two intersections totaled approximately \$500,000, with the DDA funding \$250,000 toward the improvements at those two intersections.

At the September 18, 2023 City Commission meeting, the City Commission authorized Wade Trim to begin design and engineering of the City's 2024 Infrastructure Program. Design and engineering of improvements to the intersection at Main Street and Church Street were included in this approval.

Needed repairs and upgrades to the Main/Church intersection are much more extensive than what was needed at the Harvey/Penniman and Harvey/Ann Arbor Trail intersections and inflation has caused a significant rise in material costs since 2021. The Main/Church intersection is larger than the Harvey intersections and is in need of more work to the surface, curbs and surrounding areas. Although exact final costs are still unknown at this

time, Wade Trim estimates total repair costs at approximately \$620,000. If the DDA were to agree on a 50/50 cost share with the City similar to the 2021 agreement on the Harvey Street intersections, the DDA would contribute up to \$310,000 to the Main/Church upgrades. Attached is a memorandum from Municipal Services Director Chris Porman and engineer Shawn Keough that outlines the details of the project.

Due to conservative spending and some recent projects coming in under budget, the DDA is expected to have a fund balance on June 30, 2024 of approximately \$668,000. In addition, the early estimated tax revenue for the 2024-25 budget is expected to slightly increase. The cost of this infrastructure improvement project shouldn't impact any of the projects on the current strategic plan. City of Plymouth Finance Director John Scanlon has attached a memorandum that details the recommended funding of this proposed project.

City engineer Shawn Keough has also identified two additional intersections in the DDA that are in need of an upgrade, both Main/Wing and Ann Arbor Trail/Deer. Although these two intersections will not be addressed in 2024, it is important to highlight these potential future projects as the DDA enters its five-year strategic planning process later in 2024.

**RECOMMENDATION:**

DDA staff recommends the DDA Board approve the expenditure of up to \$310,000 for the infrastructure improvement project at the Main/Church intersection. The recommended DDA contribution will be either \$310,000 or 50% of the total project cost, whichever is less. A resolution is attached for your consideration.



## Department of Municipal Services

1231 Goldsmith, Plymouth, MI

734-453-7737

dms@plymouthmi.gov

Date: March 6, 2024  
To: Sam Plymale, DDA Director  
From: Chris S. Porman, Assistant City Manager/Director of Municipal Services  
Adam Gerlach, Assistant Director of Municipal Services  
Re: Main Street/Church Street Intersection Improvements

### Background

As you are aware, the City Commission authorized Wade-Trim to begin preliminary design and engineering services for the 2024 Infrastructure Program. As part of the proposed program for 2024, the intersection of Main Street and Church Street as well as the traffic signal and pedestrian crossing upgrades were identified to be included in the program.

Wade-Trim has been completing the topographic survey, obtaining geotechnical info and designing the cross section of the roadway, as well as designing upgrades to the traffic signals and new installation of pedestrian crossing signals. No current pedestrian crossing signals currently exist and the city has received feedback from residents and visitors requesting they be installed.

Since the intersection of Main Street and Church Street falls within the DDA boundaries, it seems prudent to take a look at the existing traffic signal and pedestrian crossing infrastructure and look to create consistency both from the look and the operation. In addition, it also seems appropriate to discuss the DDA's interest and ability to participate in cost sharing for this portion of the 2024 Infrastructure project.

The city directed the Engineer to engage in discussions with Rauhorn Electric to obtain a direct quote for the planned traffic signal and pedestrian crosswalk upgrades at Main Street and Church Street. The Engineer has obtained the quote and will be advertising public bids for the pavement, concrete, and utility work in the near future. The lead time for traffic/pedestrian signal equipment took approximately eight months for delivery in 2021, so we are looking to authorize the project and place the order for the equipment.

Based on the Engineer's report with the direct quote from Rauhorn, as well as estimated/anticipated costs for the roadway reconstruction, design services, engineering, inspection, materials testing, etc., it is anticipated that the Main Street and Church Street cost

will be approximately \$620,000.00. A full breakdown of anticipated costs can be seen in the Engineer's report, which is attached.

When the City reconstructed Harvey Street including the intersections at Penniman and Ann Arbor Trail, the City and the DDA participated in cost sharing to help fund the upgrades. The City and the DDA each passed a resolution authorizing the funding contingent upon the other board fully participating.

While the full costs will not be known until completion of the project due to inspector days, etc., we have an anticipated cost breakdown based on the Engineer's report. If the anticipated cost for the intersection at Main Street and Church Street, including traffic signals and pedestrian crossing signals is \$620,000; the DDA could authorize a cost sharing of \$310,000 or half of the project cost for the intersection; whichever is less.

#### Recommendation

I would recommend that the DDA Board look at the Engineer's report and anticipate costs associated with this project and determine if they are interested in providing cost sharing. I see no issue in making the authorization of cost sharing contingent upon the City Commission authorizing the project, as the City Commission may consider a similar resolution as they did in 2021 for Harvey Street.

It is anticipated that the City Commission will consider this matter at their next regularly scheduled meeting in March as the lead time for the traffic/pedestrian signals may be as much as eight months.

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





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

March 6, 2024

City of Plymouth  
201 South Main Street  
Plymouth, MI 48170

Attention: Chris Porman  
Director of Municipal Services

Re: City of Plymouth - 2024 Infrastructure Improvement Program  
Proposed Cost Sharing with DDA for Main Street/Church Street Intersection Improvements

Dear Chris Porman:

Per your request, we have prepared this letter to assist in your communication with the City of Plymouth Downtown Development Authority (DDA), specifically as it relates to sharing the cost of the proposed Main Street/Church Street intersection improvements that are planned as part of the City's 2024 Infrastructure Improvement Program. The improvements planned at the Main Street/Church Street intersection include a combination of road reconstruction, storm sewer modifications, traffic signal/pedestrian crossing upgrades, and water system improvements. The roadway, traffic signal/pedestrian crossing upgrades, and storm sewer improvement projects can be paid for through a combination of funding sources, including the bonds issued from the City's most recent Street millage, as well as the DDA for projects within the DDA District. The proposed water system improvements would be paid for by the City's Water and Sewer Fund.

### **Background**

On September 18, 2023, the City Commission authorized Wade Trim to begin preliminary design engineering services on the 2024 Infrastructure Improvement Program. The program authorized design services for the following projects:

1. Main Street and Church Street Intersection and Traffic Signal/Pedestrian Crossing Upgrade
2. Liberty Resurfacing and Water System
3. Spring Street (Parking) Resurfacing
4. South Main Street Resurfacing
5. Water System Valve Replacement
6. Preventative Maintenance Assistance Allowance

Design work has been ongoing since early October, including the completion of a full topographic survey of each project area, the gathering of pavement cores and geotechnical information, and preliminary design and final design in preparation for public bidding and permitting, respectively, as required for each project.

### **Project Description – Main Street/Church Street Intersection and Traffic Signal Upgrades**

The Main Street/Church Street Intersection Improvement project is a project that can be shared financially between the City and DDA. This intersection is located at the north end of the DDA District.

### Existing Intersection Description

The current intersection configuration consists of an overhead span wire traffic signal serving both Main Street (north and south) and Church Street (east and west). The intersection does not currently have any pedestrian crosswalk signals, but gets a lot of pedestrian use. Main Street is a four-lane roadway with two primary lanes in the north and south directions. There is also a right-turn lane on northbound Main Street to turn onto eastbound Church Street. Church Street east and west of Main Street is currently a boulevard cross-section. The existing overhead traffic signals, while functional, do not align very well in the east and west direction.

### Proposed Intersection Upgrades

It is envisioned that the existing overhead traffic signals, wire, and poles (northeast and southwest corners) will be removed and replaced with new mast arm traffic signals, similar to the recent mast arms installed in 2021/2022 on Harvey Street at the Ann Arbor Trail and Penniman intersections. It is further envisioned that pushbutton-activated pedestrian crosswalks will be installed on all four corners and programmed with leading pedestrian intervals (LPI) to give pedestrians a four second head start when entering the crosswalks. The new control cabinet(s) will be located on the City property at the southwest corner of the intersection. Underground conduit will be installed across two of the four legs of the intersection. There is an existing conduit that was buried under the west leg of Church Street back in 2015, in anticipation of future intersection improvements, when the City completed the Church Street project between Main and Harvey. It is anticipated that some level of curb, sidewalk, and sidewalk ramp improvements will be required at each of the four corners of the intersection and the two boulevards to accommodate the new mast arm and pedestrian crossing signals, as well as meet ADA requirements.

All of these proposed improvements are in preparation for a much larger City infrastructure project on North Main Street in the near future.

### Proposed Cost Share between City and DDA

Per the City's direction, the City desires to utilize the services of Rauhorn Electric to complete the traffic signal and pedestrian crosswalk portion of the improvements planned at the Main Street/Church Street intersection. Rauhorn Electric serves as the City's primary traffic signal contractor and completed projects on Main Street (2010 and 2011) and Harvey Street (2021/2022) in the recent past. Wade Trim was instructed to obtain a direct quote from Rauhorn Electric for the planned traffic signal and pedestrian crosswalk signal upgrades. Rauhorn Electric provided a quote to the City on February 29, 2024. The City will be advertising and seeking bids for the pavement, concrete, and utility work separately. The City anticipates advertising publicly on March 14, 2024, with the anticipated bid opening in mid-April 2024.

A summary of the total project costs that could be shared by the City and DDA include:

• Anticipated Traffic Signal/Pedestrian Crosswalk Construction Cost	\$268,149
• Anticipated Roadway Reconstruction Cost:	\$225,000
• Design Engineering/Surveying/Geotechnical Services Cost:	\$58,000
• Anticipated Construction Engineering Cost:	\$30,000
• Anticipated Construction Inspection Cost (30 days)	\$24,000
• Anticipated Material Testing and Quality Assurance Cost:	<u>\$8,000</u>
Anticipated Total	<b>\$613,149</b>

The total anticipated project cost is currently estimated at just under \$620,000 (without contingency).

### Additional Project Considerations

It took nearly eight months for the new mast arms on Harvey Street to be fabricated and delivered once the official order was placed. Now that the design has advanced to the point where the size and location of the mast arm materials have been fully identified, Rauhorn Electric is prepared to order the materials as soon as the City provides authorization.

### Looking Ahead to 2025, 2026, and Beyond

As part of our planning for future years, we have also been asked to provide a preliminary description for the construction of future potential projects where the City and DDA can continue to collaborate. Preliminary cost estimates have been developed and are shared below. More detailed project cost estimates can be completed as required and as part of future refinement of this information.

We envision the following potential Infrastructure Program projects for 2025, 2026, and/or beyond, noting that some of the more complicated projects may require longer planning and design periods in order to coordinate with other agencies and entities.

#### Future Traffic Signal/Pedestrian Crossing Upgrades

There are two key signalized intersections that have been identified for future traffic signal and pedestrian crosswalk upgrades. The locations are provided below:

1. Wing Street and Main Street – This intersection is at the southern end of the DDA District. The right-of-way is narrow on all four corners of this intersection, and easements from the four property owners may be necessary in order to complete the improvements.
2. Ann Arbor Trail and Deer – This is the other signalized intersection located at a very prominent location in downtown near Kellogg Park.

We are recommending a preliminary planning level budget estimate of \$500,000 for each of these traffic signal/pedestrian crosswalk upgrade projects.

We hope this letter is helpful to the City Administration, City Commission, and DDA Board as this important project is planned for construction in 2024. If anyone has any questions in advance, please do not hesitate to call me anytime on my cell at 313.363.1434. I would be happy to discuss any portion of this letter or the proposed program. We appreciate the opportunity to help the City with the 2024 Infrastructure Improvement Program and look forward to collaborating with your team as the projects advance.

Very truly yours,

Wade Trim Associates, Inc.



Shawn W. Keough, PE  
Senior Vice President

SWK:jlb

PLY 2129-01T

20240306\_PORMAN\_2024 PLY DDA COST SHARE MAIN CHURCH LTR.DOCX

cc: Adam Gerlach, Assistant Director of Public Utilities, City of Plymouth  
Sam Plymale, Director, Downtown Development Authority  
John Scanlon, Finance Director, City of Plymouth  
Paul Sincock, City Manager, City of Plymouth



2/29/2024

0224-059  
Main & Church Plymouth Traffic Signal  
Plymouth, MI



Listed below is our quotation for the above referenced project:

Description	Quantity	Unit	Price	Extension
Pedestal, Fdn	9.000	EACH	1,254.00	11,286.00
Pedestal, Underground Serv, Unmetered	1.000	EACH	4,651.00	4,651.00
Mast Arm Pole Fdn, 6 Bolt	31.000	L.F.	668.00	20,708.00
Serv, Disconnect	1.000	EACH	1,555.00	1,555.00
Controller and Cabinet, Digital Type	1.000	EACH	32,058.00	32,058.00
Conduit, DB, 1, 1 1- 2 inch	150.000	L.F.	39.50	5,925.00
Wood Pole, Fit Up, Sec Cable Pole	1.000	EACH	703.00	703.00
Mast Arm, 45 foot, Cat III	2.000	EACH	10,326.00	20,652.00
Junction Box, Rem	1.000	EACH	1,655.00	1,655.00
Casing	24.000	L.F.	307.00	7,368.00
Power Co (Est Cost to Contractor)	1,000.000	\$	1.00	1,000.00
Pushbutton and Sign	8.000	EACH	718.00	5,744.00
Span Wire, Rem	1.000	EACH	310.00	310.00
Cable, Sec, 600V, 1, 3-C#6	75.000	L.F.	10.00	750.00
Conduit, Directional Bore, 2, 3 inch	220.000	L.F.	91.50	20,130.00
TS, Pedestrian, One Way Pedestal Mtd (LED) Countdown	8.000	EACH	1,526.00	12,208.00
Mast Arm, 20 foot, Cat III	1.000	EACH	6,790.00	6,790.00
Mast Arm Pole, Cat III	2.000	EACH	14,742.00	29,484.00
Pedestal, Alum	8.000	EACH	1,101.00	8,808.00
Case Sign (LED), One Way, 24 inch by 30 inch	2.000	EACH	2,432.00	4,864.00
Cable Pole, TS and Sec, Rem	1.000	EACH	222.00	222.00
Pedestal Painting	8.000	EACH	220.00	1,760.00
Conduit, DB, 4, 3 inch	10.000	L.F.	62.50	625.00
Conduit, DB, 3, 3 inch	20.000	L.F.	51.00	1,020.00
TS, Span Wire Mtd, Rem	2.000	EACH	160.00	320.00
Conduit, DB, 1, 3 inch	20.000	L.F.	33.50	670.00
Coating Galvanized Support Structures	6.000	EACH	969.00	5,814.00
Hh, Round, 3 foot Dia	1.000	EACH	3,936.00	3,936.00
Hh, Round	4.000	EACH	2,024.00	8,096.00
Controller and Cabinet, Rem	1.000	EACH	279.00	279.00
Mast Arm, 25 foot, Cat III	1.000	EACH	6,973.00	6,973.00
Exploratory Investigation, Vertical	10.000	L.F.	72.00	720.00
TS, One Way Mast Arm Mtd (LED)	8.000	EACH	1,470.00	11,760.00
Controller Fdn, Base Mtd	1.000	EACH	3,195.00	3,195.00
TS Uninterruptible Power System	1.000	EACH	10,217.00	10,217.00
Mobilization	1.000	L.S.	15,893.00	15,893.00
			<b>QUOTE TOTAL:</b>	<b>268,149.00</b>

This quote contains the following exclusions/qualifications:

**EXCLUSIONS:**

- THIRD PARTY MAST ARM INSPECTION
- SPRINKLER OR IRRIGATION REPLACEMENT OF ANY KIND
- TS EQUIPMENT AND STEEL WILL BE PROVIDED AS PER APPROVED SHOP DRAWINGS
- NO ROCK EXCAVATION OR OBSTRUCTION REMOVAL INCLUDED IN ANY EXCAVATION OR

**DIRECTIONAL DRILLING**

- TRAFFIC CONTROL OF ANY KIND
- RESTORATION OF ANY KIND
- PAVEMENT MARKING OR PERMANENT SIGNING INCLUDED
- ENGINEERING, TESTING (CONCRETE/ANCHOR BOLT) OR SURVEY/LAYOUT
- DEWATERING OF ANY KIND
- DETROIT EDISON, CONSUMERS ENERGY, OR LOCAL UTILITY COSTS OR FEES
- DAMAGE TO ANY UTILITY, NOT PART OF THE MISS DIG OR DIG SAFE SYSTEM
- CONTAMINATED SOIL HANDLING COSTS NOT INCLUDED - SLURRY IN CONTACT W/ SOIL (IN

**CONTAMINATED AREAS) WILL BE CONSIDERED CONTAMINATED**

- CONCRETE/ASPHALT REMOVAL OR REPLACEMENT
- BOND COSTS, DUES, COUNTY/CITY/ROAD COMMISSION FEES AND PERMIT COST OF ANY KIND
- 0% D.B.E. INCLUDED IN BID

If you have any questions or require any additional information, please do not hesitate to contact Scott Finkbeiner at (586) 992-0400 or via email at [sfinkbeiner@rauhornelec.com](mailto:sfinkbeiner@rauhornelec.com)





**SIGNALS**

- PREVIOUS GENERAL NOTES
- SOME NOTES PREVIOUSLY INCLUDED IN GENERAL NOTES ARE NOW LOCATED WITHIN THE ELECTRICAL, MECHANICAL, PLUMBING, TRAFFIC SIGNAL, AND CONSTRUCTION NOTES.
- MAINTAINING AGENCY CONTACT INFORMATION  
 - CITY OF PLYMOUTH (734) 453-7729
- NOTIFICATIONS TO MAINTAINING AGENCIES  
 CONTRACT CITY OF PLYMOUTH SEND WORKING DATES PRIOR TO START OF CONSTRUCTION AND SEND WORKING DATES PRIOR TO SIGNAL ACTIVATION.
- CABINET SET UP AND CONTROLLER TRAINING  
 CONTRACTOR SHALL BE RESPONSIBLE FOR PROGRAMMING THE CONTROLLER AND TRAINING MAINTAINING AGENCY PERSONNEL ON THE CONTROLLER AND OBJECT, DIGITAL, TYPE AND WILL NOT BE PAID FOR SEPARATELY.
- TREE TRIMMING  
 ALL TREE TRIMMING REQUIRED TO CLEAR NEW TRAFFIC SIGNAL POLES & TRAFFIC SIGNAL UNITS SHALL BE INCLUDED IN THE PAY ITEM & NO EXTRA PAYMENT SHALL BE MADE.
- FACTORIES NOT ON PLANS  
 EXISTING O.H. & T.S. FACILITIES ARE NOT NECESSARILY SHOWN ON PLANS.
- EXISTING STREET SIGNS  
 ALL TRAFFIC STREET SIGNS SUCH AS "NO PARKING", "NO STANDING", ETC. SHALL BE TRANSFERRED FROM OLD STD. OR POLE TO NEW STD. OR POLE AT SAME LOCATION OR IN CLOSE PROXIMITY BY THE CONTRACTOR.
- CONTINUOUS TRAFFIC SIGNAL OPERATION  
 PROPOSED T.S. SHALL BE PUT INTO OPERATION AT TIME OF REMOVAL OF EXISTING T.S. FACILITIES. CONTRACTOR SHALL NOTIFY THE CITY OF PLYMOUTH UNDERGROUND UTILITY SEPARATION A MINIMUM CLEARANCE OF 3'-6" HORIZONTAL & 1'-0" VERTICAL MUST BE MAINTAINED BETWEEN PROPOSED FACILITIES & EXISTING UTS. WHERE FACILITIES.
- PLAN DEVIATIONS DURING CONSTRUCTION  
 CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING STRUCTURES SIGNAL HEAD PLACEMENT OF TRAFFIC SIGNAL EQUIPMENT WILL BE ALLOWED WITHOUT PRIOR APPROVAL OF THE CITY OF PLYMOUTH AND THE ENGINEER.
- URGENT  
 CONTRACTOR MUST INSTALL A CONTINUOUS FLEXIBLE NON-METALLIC TUBING (UNDERDUCT) FOR LOW VOLTAGE COMMUNICATION TYPE CABLE FROM THE DEVICE TO THE CONTROLLER CABINET. UNDERDUCT IS NOT REQUIRED IF COMMUNICATION CABLE IS BURY METHOD.
- SIGNAL HEAD LANDING POINT  
 ENSURE EACH TRAFFIC SIGNAL HEAD ASSEMBLY HAS ITS OWN LANDING POINT WITH ALL NEUTRALS CONNECTED TOSEPARATE WITH A MIN. TYPE 250KCMIL PWT REBAR AND SHALL ALSO INCLUDE THE FOLLOWING:  
 -SIGNAL EQUIPMENT DISPOSAL  
 DISPOSAL OF ALL TRAFFIC SIGNAL EQUIPMENT IS INCLUDED IN THE REGIONAL PWT REBAR AND SHALL ALSO INCLUDE THE FOLLOWING:  
 -NOTIFICATION TO CITY OF PLYMOUTH THAT TRAFFIC SIGNAL EQUIPMENT IS BEING REMOVED.  
 -REMOVAL OF TRAFFIC SIGNAL EQUIPMENT IN A QUARTER ON SITE (OR AS DIRECTED BY THE ENGINEER) ALLOWING CITY OF PLYMOUTH 48 HOURS TO SALVAGE ANY EQUIPMENT.  
 -PROPER DISPOSAL OF ANY EQUIPMENT CONTAINING ENVIRONMENTALLY HAZARDOUS SUBSTANCES (E.G. BATTERIES, OIL, ETC.) AND RECORDING OF DESTINATION OF ALL REMAINING EQUIPMENT TO THE SATISFACTION OF THE ENGINEER SUCH THAT IT CANNOT BE REUSED OR RECYCLED.  
 -PROPER DISPOSAL OF ALL REMAINING EQUIPMENT.

**GENERAL SIGNAL NOTES**

- PROJECT SECOND NOTES
- ELECTRICAL SERVICE CONNECTION REE SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND WILL NOT BE PAID FOR SEPARATELY.
- ALL CONDUIT CROSSINGS MUST BE COORDINATED WITH ROAD AND SIDEWALK CONSTRUCTION.

- TRAFFIC SIGNAL EQUIPMENT SYMBOLS
- 1" LED VEHICLE TRAFFIC SIGNAL (ONE WAY)
- 12" LED VEHICLE TRAFFIC SIGNAL (ONE WAY)
- 12" LED VEHICLE TRAFFIC SIGNAL (TWO WAY BACK TO BACK)
- 12" LED VEHICLE TRAFFIC SIGNAL (THREE WAY)
- 12" LED VEHICLE TRAFFIC SIGNAL (FOUR WAY)
- 12" LED RECESSIONAL TRAFFIC SIGNAL (ONE WAY)
- 12" LED RECESSIONAL TRAFFIC SIGNAL (TWO WAY)
- 12" LED RECESSIONAL TRAFFIC SIGNAL (THREE WAY)
- 12" LED RECESSIONAL TRAFFIC SIGNAL (FOUR WAY)
- RECESSIONAL INDICATOR
- 30 INCH ROUND PRECAST TRAFFIC SIGNAL LAMPHOLE WITH 30 INCH ROUND PRECAST TRAFFIC SIGNAL MOUNTING ALUMINUM RECEPTIONAL pedestal
- ALUMINUM BASE STEEL STRAIN POLE (POLE LENGTH & FOUNDATION SIZE AS CALLED OUT)
- BASE MOUNTED TRAFFIC SIGNAL CONTROLLER (POLE LENGTH & FOUNDATION SIZE AS CALLED OUT)
- CABLE SIGN (1 WAY OR 2 WAY)
- CABLE SIGN (3 WAY OR 4 WAY)
- COILED UP WIRE (FOR CONNECTION BY OTHERS)
- STAINLESS STEEL SERVICE DISCONNECT
- WETTED ELECTRIC SERVICE
- ELECTRIC GROUND
- SIGNAL HEAD
- ILLUMINATED CASE SIGN
- PROTECTED/SHEATHED WIRELESS VEHICLE SENSER NODE
- EXISTING/REMOVED WIRELESS VEHICLE SENSER NODE
- SPT PIPING
- RECYCLED/PLAIN PAPER FLOWING SENSOR

**MODEL SIGNAL STANDARD PLANS**

WHERE THE FOLLOWING ITEMS ARE CALLED FOR IN THE PLANS THEY ARE TO BE CONSTRUCTED ACCORDING TO THE STANDARDS GIVEN BELOW, EXCEPT EACH ITEM UNLESS OTHERWISE INDICATED.

- MS-028-A COLOR CODE WIRING/EQUIPMENT GRADING
- MS-028-B FEDERAL FOUNDATION AND SIGNAL MOUNTING DETAILS
- MS-028-C TRAFFIC SIGNAL MAST AND MAST ARM DETAILS - CONCRETE IN SECONDARY FOUNDATIONS
- MS-029-A BASE MOUNTED T.S. CONTROLLER CABINET/FOUNDATIONS
- MS-200-A SECONDARY SERVICE/DISCONNECT FOR WOOD POLES
- MS-240-A HANDHOLE - PRECAST, POLYMER CONCRETE
- MS-250-A CONDUIT (DIRECT BURIAL/ENCASED)
- MS-301-A TRAFFIC SIGNAL CONTROLLER
- MS-400-A RECESSIONAL TRAFFIC SIGNAL
- MS-400-A RECESSIONAL PUSH BUTTON DETAILS

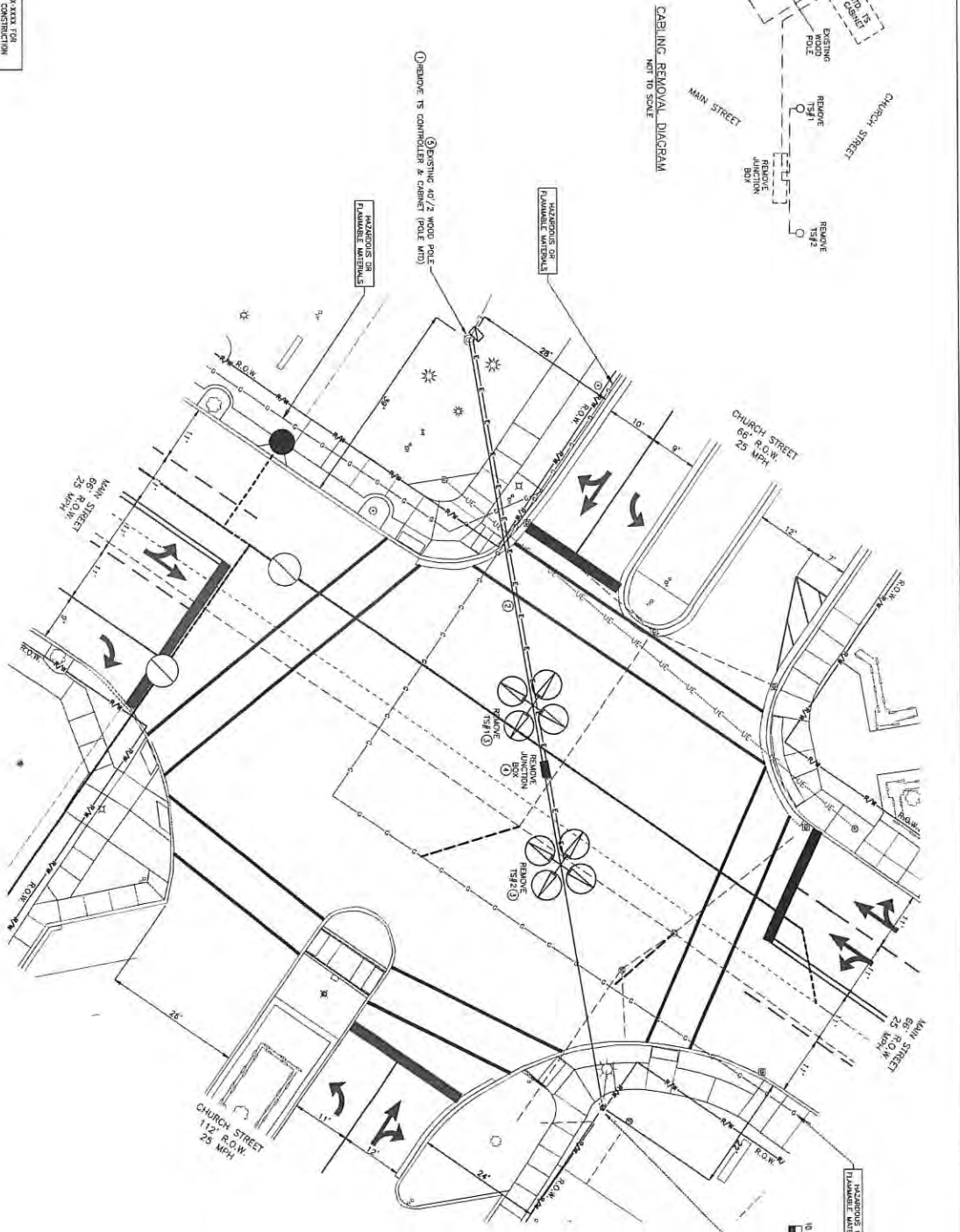
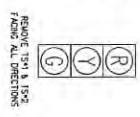
\*NOT SIGNAL DETAILS - LOCATED IN PROPOSAL

 <b>WADE TRIM</b> <small>3241 Northrup Rd                  Grand Rapids, MI 49508                  www.wadetrिम.com</small>	<b>CITY OF PLYMOUTH</b> 201 S MAIN ST WAYNE COUNTY, MICHIGAN 48170 2024 INFRASTRUCTURE IMPROVEMENT PROGRAM CHURCH STREET TRAFFIC SIGNAL LEGEND & NOTES	SHEET NO: 7 DATE: 07/12/2024 DRAWN BY: JG	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">REV#</th> <th style="width: 10%;">DATE</th> <th style="width: 50%;">DESCRIPTION</th> <th style="width: 35%;">BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REV#	DATE	DESCRIPTION	BY								
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CONTRACT: 2024 INFRASTRUCTURE IMPROVEMENT PROGRAM  
 SHEET FOR ESTIMATED COST TO CONSTRUCTION  
 AND FURNISH WORKING REMOVALS AND QUANTITIES

**LIST OF MATERIAL**

NO.	ITEM	QUANTITIES	ITEM CODE
1	Controller and Cabinet, Rem	1 Ea	82200430
2	Span Wire, Rem	1 Ea	82200441
3	TS, Span Wire Mid, Rem	2 Ea	82200492
4	Junction Box, Rem	1 Ea	82200457
5	Cable Pole, TS and Sec, Dismant	1 Ea	81822009



Know what's below.  
 Call before you dig.

ADDRESS:	34
CROSS STREETS:	560
STREET WIDTH:	0

CITY OF PLYMOUTH  
 201 S MAIN ST  
 WAYNE COUNTY, MICHIGAN 48170  
 2024 INFRASTRUCTURE IMPROVEMENT PROGRAM  
 CHURCH STREET  
 TRAFFIC SIGNAL REMOVAL PLAN

DATE: 2/21/24  
 SHEET: 8

2024 Wade Trim  
 200 N. State St.  
 Ann Arbor, MI 48106  
 www.wadetrिम.com

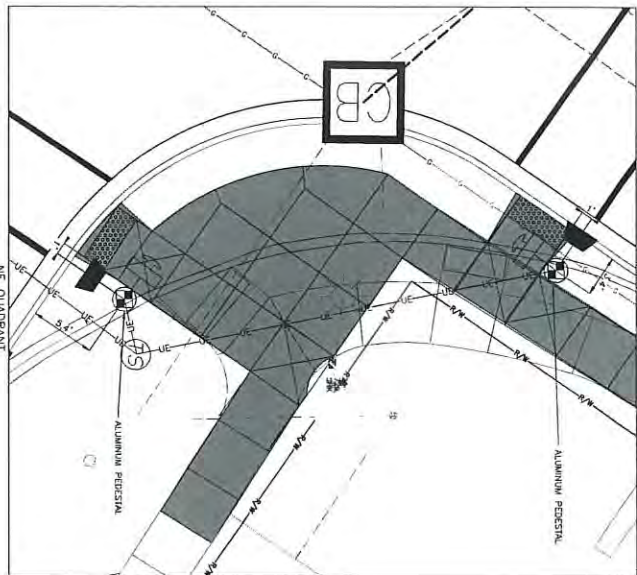
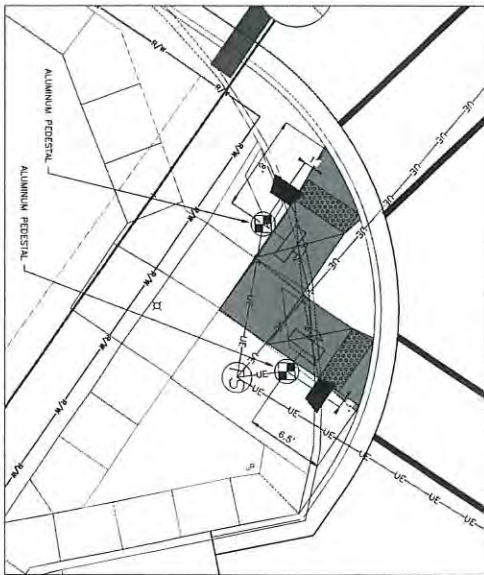
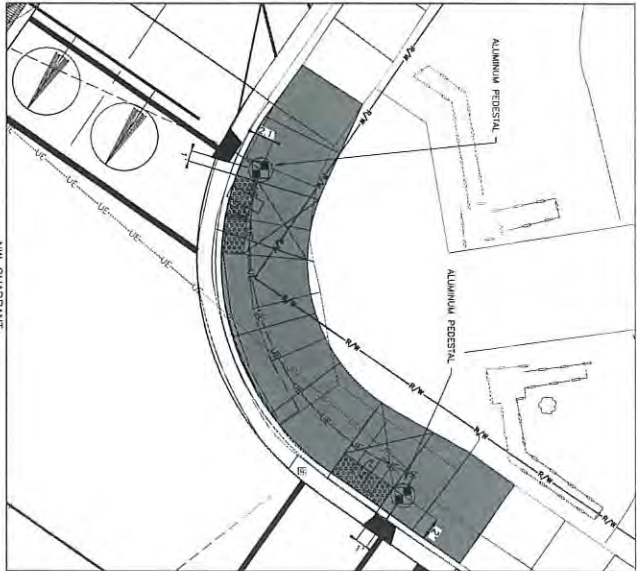
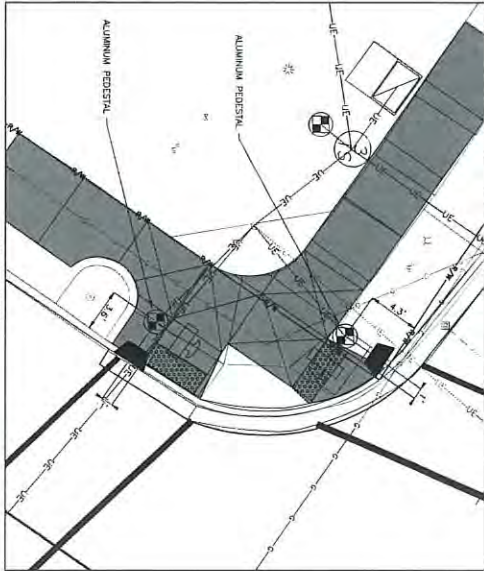
REV#	DATE	DESCRIPTION	BY



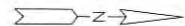
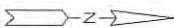








NOTE:  
FOR RETAINED SIGNAL CASING INFORMATION SEE SIGNAL DETAIL SHEETS



SHEET NO. 11  
 PLAN 2129-01T

DATE: 02/22/2024  
 SCALE: N/A

CITY OF PLYMOUTH  
 201 S MAIN ST  
 WAYNE COUNTY, MICHIGAN 48170  
 2024 INFRASTRUCTURE IMPROVEMENT PROGRAM  
 CHURCH STREET  
 TRAFFIC SIGNAL CONSTRUCTION PLAN



2521 Northside Rd  
 Troy, MI 48063  
 248.941.2700  
 www.wadetrims.com

REV#	DATE	DESCRIPTION	BY



<b>MEMORANDUM</b>
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Date: March 7, 2024  
To: DDA Board, DDA Staff  
From: John Scanlon, Finance Director  
Subject: Fund Balance Reserve

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**Issue:** 2022-23 Fund Balance Reserve

**Analysis:** The fund balance reserve comprises funds not currently allocated for expenditure, serving as a reserve to ensure financial stability, address contingencies, or comply with regulatory requirements. By the conclusion of the fiscal year 2022-23, the DDA maintained an unrestricted fund balance of \$668,413. In May 2023, the City Commission of the City of Plymouth adopted a Fund Balance Policy, aiming to ensure the City maintains adequate fund balances and reserves. The policy states:

“It is the goal of the City to achieve and maintain an unrestricted fund balance in the general fund of no less than two months (16%) and not more than six months (50%) of regular general fund operating revenues.”

For the 2023-24 fiscal year, only minor adjustments to the DDA operating fund's balance are anticipated without the allocation of reserves. The \$668,413 represents 48% of the DDA's amended budget's general operating revenues. Allocating \$310,000 would lower the reserve to 26%, thus maintaining the recommended fund balance levels.

**Requested Action:** Review the currently DDA operating fund balance

**Attachment(s):** None

R E S O L U T I O N

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

WHEREAS, the DDA Board of Directors identified three Downtown Plymouth intersections as needing safety improvements in the current five-year strategic action plan including Harvey/Penniman, Harvey/Ann Arbor Trail and Main/Church, and

WHEREAS, the DDA Board and City Commission agreed to a 50/50 cost share on both the Harvey/Penniman and Harvey/Ann Arbor Trail intersection improvements in 2021, and

WHEREAS, the City Commission has identified and approved design work for upgrades to the Main/Church intersection as part of their 2024 Infrastructure Plan, and

WHEREAS, the City’s Master Plan includes the installation of new traffic light mast arms with pedestrian signals and additional improvements to the Main/Church intersection.

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth DDA Board of Directors does hereby authorize \$310,000 in capital improvement funds or 50% of the cost of the project, whichever is less, to complete the upgrades at the intersection of Main Street and Church Street which includes new mast arms and pedestrian crossing signal. This authorization, in partnership with the City of Plymouth, would allow the continued work on design, bid documents and final construction of new mast arms and signals and other needed improvements at the Main and Church intersection.



## ADMINISTRATIVE RECOMMENDATION

**To:** DDA Board  
**From:** DDA Staff  
**CC:** S:\DDA\Shared Files\DDA Board\DDA Agendas\March 2024  
**Date:** 3/11/2024  
**Re:** DDA Office Lease Extension 2024-2027

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### BACKGROUND:

The previously approved three-year lease extension agreement with Vince Mucci (Molise LLC) for the City of Plymouth DDA office located at 831 Penniman is set to expire in August of 2024. The Plymouth DDA has operated out of this site for more than 20 years, and it has been a superb, centralized location for DDA staff to conduct the business of Downtown Plymouth. Property owner Vince Mucci (Molise LLC) has owned the building since 2013. The original lease agreement and the last three-year extension are attached for your review.

In past discussions, the DDA Board has indicated a willingness and desire to continue to operate the DDA office in its current location for various reasons including, but not limited to: to be more responsive to merchants and property owners, to be close to the DDA's biggest asset the Central Parking Deck, to be close to the Fleet Street trash compactors in which the DDA oversees, to be a convenient location for visitors seeking information, etc.

Additionally attached is the proposed three-year lease extension for 831 Penniman from property owner Vince Mucci.

Under the proposed lease, rental payments will go up by 5% per year in each of three consecutive years, beginning on September 1, 2024. That would increase the rent to \$1,732 per month commencing on September 1, 2024 and continuing on the first day of each month thereafter through August 31, 2025; \$1,819 per month commencing on September 1, 2025 and continuing on the first day of each month thereafter through August 31, 2026; and \$1,910 per month from September 1, 2026 through August 31, 2027.

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 has also increased by \$3 per month, and will now be \$63 per month, with annual increases of \$3 per month through 2027.

The current location not only gives DDA staff an opportunity to be close to merchants and the Central Parking Deck, but it is also convenient for visitors coming downtown seeking information, allows staff to be close to the many events and activities downtown, and is adjacent to our storage area under the Central Parking Deck ramp.

**RECOMMENDATION:**

Staff is recommending the DDA Board approve the extended three-year lease with Vince Mucci (Molise LLC).

**MOLISE CENTER LEASE**

THIS LEASE is made and entered into as of the date of the last signature shown on the signature page hereof, by and between "Landlord" and "Tenant" as defined in Sections 1.01 and 1.02, respectively.

ARTICLE I  
**PRIMARY LEASE PROVISIONS**

The following are the primary terms and provisions of this Lease, including certain critical definitions.

- 1.01. Landlord. Molise L.L.C.  
7676 Ronda Drive  
Canton, MI 48189  
734-453-4555 (T)  
734-453-1722 (F)
  
- 1.02. Tenant. Plymouth Downtown Development Authority  
201 Main Street  
Plymouth, MI 48170
  
- 1.03. Leased Premises. (See ¶2.01)
  - a. Address: 831 Penniman Ave, Plymouth, Mi 48170
  - b. Square Feet: Approx. 830
  
- 1.04. Term.
  - a. Commencement Date: September 1, 2013
  - b. Termination Date: August 31, 2016  
(See ¶2.02)
  
- 1.05. Monthly Base Rent.  
From 9-1-13 thru 8-31-14: \$1,150.00  
From 9-1-14 thru 8-31-15: \$1,200.00  
From 9-1-15 thru 8-31 16: \$1,250.00  
(See ¶3.02)
  
- 1.06. Security Deposit.  
\$500.00  
(See ¶3.04)
  
- 1.07. Permitted Use.  
Office  
(See ¶5.01)
  
- 1.08. Brokers. None.  
(See ¶9.01)
  
- 1.9 Hazardous Substances: USE OF HAZARDOUS SUBSTANCES ON THE LEASED PREMISES IS PROHIBITED. (See ¶5.10)
  
- 1.10 Due at Signing:

	\$ 1,150.00	First Month Base Rent
	\$ 500.00	Security Deposit
	\$ 35.00	First Month Water Charges
	\$ _____	
	\$ 1,685.00	TOTAL DUE AT LEASE SIGNING



ARTICLE II  
GRANT AND TERM

2.01. Grant. Landlord, in consideration of the monies to be paid and the covenants to be performed by Tenant, does hereby demise unto Tenant, and Tenant hereby leases from Landlord, the Leased Premises, specified in Paragraph 1.03 hereof (the "Leased Premises"), located in Molise Center.

2.02. Term. The term of this Lease shall be for the period specified in Paragraph 1.04, Commencing on the Commencement Date and ending on the Termination Date, specified in Paragraph 1.04 (the "Term"). Tenant must give Landlord written notice 90 days prior to the termination of this Lease regarding the intent to vacate or renew.

2.03. Submission The mere submission by Landlord of an unexecuted copy of this Lease to Tenant shall have no binding effect against Landlord unless this Lease is executed by Landlord and Tenant as provided herein.

2.04. Delayed Availability. If Landlord does not make the Leased Premises available to Tenant on the Commencement Date of the Term, then the Commencement Date of the Term and Tenant's obligation to pay the rental and other charges due hereunder shall be postponed and extended until the Leased Premises, in Landlord's opinion, are available for use, and Tenant shall have no claim whatsoever against Landlord, at law or in equity, as a result of Landlord's inability or failure timely to make the Leased Premises available for use. In the event of any such postponement, the Term shall be extended one day for each day of such postponement.

2.05. Acceptance of Condition. Tenant accepts Molise Center and the Leased Premises in "AS-IS" condition, and without representation or warranty as to condition by Landlord, and Tenant acknowledges its inspection of and satisfaction with and acceptance of the condition thereof.

2.06. Liability. In the event Tenant is composed of more than one person, the liability of Tenant shall be joint and several, collective and individual, as to each of such persons who execute this Lease as Tenant.

2.07. Hold Over. In the event Tenant holds over in possession of the Leased Premises after the expiration of the Term or earlier termination of this Lease, Landlord, at its exclusive option and sole discretion, may (a) deem Tenant to be occupying the Leased Premises from month-to-month at a monthly rental fee which is double the Monthly Installment provided for herein, and otherwise subject to all of the terms, conditions and other charges of this Lease, or (b) exercise any rights or remedies it has under this Lease in the event of Default, including an action against Tenant for trespass. No payment by Tenant or acceptance by Landlord of an amount less than double the Monthly Installment of Base Rent shall be deemed to be other than a payment on account for the benefit of Landlord, and Landlord may accept such amount without prejudice to its right to recover the balance of the rent or other amounts owed, or to pursue any other remedy provided herein in the event of a Default.

ARTICLE III  
RENT

3.01. Rental Fee. Each and every month during the Term, Tenant shall pay to Landlord the sum indicated in Paragraph 1.05 hereof, as base rent for the Leased Premises ("Base Rent" or "Monthly Installment(s)"). Tenant's obligation to pay the Base Rent is independent of every other covenant of this Lease.

3.02. Terms of Payment. All Monthly Installments of the Base Rent shall be paid in advance, on the first day of each month during the Term, without any offset, deduction or delay whatsoever, or any demand therefor, at the Office of Landlord at the address stated herein, or at such other place as Landlord may designate in writing. No payment of Base Rent or other sums due hereunder by check or draft shall be deemed timely made unless honored and paid by the drawee bank upon first presentment for payment. For safety reasons, cash will not be accepted by Landlord. In the event the Term commences on a day other than the first day of a month, or ends on a day other than the last day of a month, the first and/or last Monthly Installment payment of the Base Rent shall be prorated accordingly, based upon a thirty (30) day month.

3.03. Late Payment. TIME IS OF THE ESSENCE OF THIS LEASE.

(a) Service Charge. If Tenant fails to pay any Monthly Installment of the Base Rent or additional charges, payable to Landlord hereunder on or before the 10<sup>th</sup> of the month, then Tenant shall immediately, without demand therefor, pay to Landlord a service charge of One Hundred Dollars (\$100.00). In addition to the \$100.00 Service Charge, Tenant will be charged a five percent (5%) finance charge. The Service Charge is in addition to and not in limitation of any other remedy or right provided herein, and is intended to compensate Landlord for its fairly estimated additional administrative expenses associated with monitoring, receiving, recording, accounting, administering and

otherwise handling delinquent payments. The Service Charge is not intended and shall not be deemed or construed as an unenforceable penalty.

(b) Interest. If Tenant neglects or fails to pay any amount payable under this Lease when due, in addition to the Service Charge, Tenant shall pay interest on any unpaid amount(s) at the periodic rate of one and a half percent (1.5%) per month (the "Interest"), but in no event in excess of the maximum rate permitted by law. Landlord may apply all or any part of any subsequent payments of Base Rent to any accrued and unpaid Service Charges or Interest charges.

(b) Returned Check Charge. In the event any check or draft tendered in payment of any monies due hereunder is dishonored for any reason and returned unpaid by the drawee bank, Tenant shall, immediately, without demand therefor, pay to Landlord a returned check charge of Twenty Five (\$25.00) Dollars ("Returned Check Charge").

3.04. Security Deposit. As a condition precedent to the enforceability of this Lease by Tenant and the commencement of the Term, Tenant shall pay to Landlord a security deposit in the amount indicated in Paragraph 1.06 hereof ("Security Deposit"). The Security Deposit shall be held by Landlord, without interest or fiduciary duty, to secure the full, faithful and timely performance by Tenant of each and every term, provision, covenant and condition required to be observed or performed by Tenant hereunder, including, without limitation, the payment of rent. In the event Landlord uses, applies or retains all or any portion of the Security Deposit prior to the expiration of the Term, Tenant shall, immediately upon demand therefor, deposit with Landlord such additional sums as may be required to reinstate the Security Deposit to the amount originally required herein. Anything stated herein to the contrary notwithstanding, in the event of any Default by Tenant, Landlord shall have no obligation or duty whatsoever to apply or use all or any portion of the Security Deposit to cure, satisfy, reduce or mitigate any such Default or damages caused thereby, and Landlord may pursue any other right or remedy provided for herein, or otherwise available at law or in equity. The right of Landlord to retake possession of the Leased Premises for non-payment of rent or other charges, or for any other reason shall in no event be affected by Landlord's possession of the Security Deposit. Landlord shall have no obligation to keep the Security Deposit as a separate fund. Landlord may mix and commingle the Security Deposit with such other funds and monies as Landlord deems appropriate. Within a reasonable time after the expiration of the Term of this Lease, Landlord shall return to Tenant that portion of the Security Deposit, if any, not otherwise applied or used as permitted herein. If Molise Center is sold, Landlord shall have the right to transfer the Security Deposit to the purchaser(s) of Molise Center, and upon notice of such sale, Landlord shall be released of all liabilities hereunder, including, but not limited to any such liability for the return of the Security Deposit. Tenant shall not offset last months rental payment for security deposit held by Landlord. Such action is mutually agreed to be a breach of this agreement.

3.04. Currency. All sums payable under this Lease shall be paid in United States Dollars.

3.05. Triple Net. Tenant is responsible for all Building Maintenance Cost (Landscaping and Parking Area), Building Repairs, Insurance, Real Estate Property Taxes and all Utilities associated with the Leased Premise.

ARTICLE IV  
RESERVED

ARTICLE V  
USE OF LEASED PREMISES

5.01. Use. The Leased Premises shall be used by Tenant solely for the purpose specified in Paragraph 1.07 hereof, and for no other purpose whatsoever. Tenant shall use, maintain and occupy the Leased Premises in a careful, safe and lawful manner, and shall not commit waste thereon. No motorized vehicles or devices which use gasoline or diesel fuel may be stored in the Leased Premises.

5.02. Compliance. Tenant, at its sole expense, shall at all times comply with all, and not make or permit any use of the Leased Premises which could violate any, public laws, ordinances or governmental regulations. Tenant shall promptly obtain and continuously maintain during the Term every license or other governmental permit, including a certificate of occupancy permit, required by Tenant to lawfully operate its business in the State of Michigan, County of Wayne and Township of Plymouth.

5.03. Conduct. Tenant shall conduct its business in a lawful and reputable manner and shall not do any act or thing tending to injure the reputation or character of Molise Center or Landlord. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted in the Leased Premises without the express prior written consent of Landlord.

5.04. Insurance. Tenant shall engage in no conduct or activity, nor permit any use of the Leased Premises, nor cause to be stored thereat nor disposed thereon or thereunder any material or thing which may be dangerous to life, property or environment, or which may increase the premium of or invalidate any insurance policy carried or paid for by Landlord.

5.05. Other Tenants. Tenant shall do nothing to interfere with, disturb or annoy Landlord, its employees, or any other tenant of Molise Center, or the business invitees of Landlord or any other tenant of Molise Center, nor shall Tenant do or cause damage to the property or reputation of Landlord, Molise Center or any other tenant of Molise Center.

5.06. Improvements. Tenant shall make no alterations, additions, improvements or other changes to or construction upon the Leased Premises or to Molise Center, or attach or affix thereto, or build therein any fixture or other article without the prior express written approval of Landlord. All permitted Improvements made by Tenant shall comply with all applicable building and use restrictions and codes, zoning ordinances and all other laws, rules and regulations (federal, state and local), including, without limitation, the requirements of the Americans with Disabilities Act (ADA). All Improvements, including attachment of fixtures (other than trade fixtures of Tenant) made by either of the parties hereto shall immediately become the property of Landlord and shall be considered as a part of the Leased Premises; provided, however, that Landlord may, at any time, designate by written notice to Tenant those Improvements and fixtures which shall be removed by Tenant at the expiration or termination of this Lease, and Tenant shall remove the same and repair any damage to the Leased Premises caused by such removal before the last day of the term of this Lease.

5.07. Signs. The style, size, design, color, brightness, location, material, method of installation and general quality of any sign to be erected, placed or displayed by Tenant in, on or about the Leased Premises, including, without limitation, any door or window thereof shall be subject to the express prior written approval of Landlord. Nothing herein shall be deemed to confer any right on Tenant to erect or install any signage. Upon expiration or termination of this Lease Tenant shall, at its sole cost and expense, remove all signs erected, placed or displayed by it, and repair all damage caused by such removal to the complete satisfaction of Landlord.

5.08. Care of Premises. Tenant shall take good and reasonable care of, and shall not misuse, neglect, damage or deface the Leased Premises or Molise Center. Tenant shall keep the Leased Premises, and all service areas and sidewalks adjacent thereto, including all entry and overhead doors, neat, clean, safe and free from trash, weeds, dirt, ice and snow. Tenant agrees to keep a minimum temperature of 55 degrees throughout said premises. If the floor of the Leased Premise was painted at the commencement of this Lease, then it is the responsibility of the Tenant to re-paint the floor prior to vacating the Premise.

5.09. Cleaning. Tenant shall be solely responsible and shall make provision and pay for regular cleaning and janitorial services with respect to the Leased Premises including the windows. Any such janitorial service hired by Tenant shall be fully bonded, insured and licensed.

5.10 Environmental Covenants

(a) Tenant covenants, represents and warrants to Landlord, with the express understanding that Landlord enters into this Lease in reliance upon the truth and accuracy, and Tenant's observance of each of the following

representations, warranties and covenants, that Tenant shall not, at any time while in possession, custody or control of the Leased Premises or in any other way bound by the terms of this lease:

1. Violate any Environmental Laws, as hereafter defined.
2. Permit or cause, directly, indirectly, intentionally or incidentally, the use, production, storage, generation, disposal, treatment or other presence in the Leased Premises of any Hazardous Material as hereafter defined, whether liquid, solid, gaseous or otherwise, neither shall Tenant discharge or release on, under or about the Leased Premises, or permit to be discharged or released on or about the Leased Premises, or into any drain, toilet, basin or otherwise into the sanitary or storm sewers servicing the Leased Premises any such Hazardous Substance. For purposes hereof, "Hazardous Substance" includes without limitation, any flammable, explosive, radioactive, toxic or hazardous materials, wastes, substances or related materials, whether liquid, solid, gaseous or otherwise, defined in or regulated under any Environmental Law, as hereafter defined, and including but not limited to, petroleum, including crude oil, crude oil fractions, and refined petroleum fractions, gasoline, kerosene, heating oils, diesel fuels, and waste oil and related waste products, including constituent parts of any of the foregoing.
3. Create or permit to be created emissions into the environment of any Air Contaminants (hereinafter defined) in quantities, or characteristics and under conditions and circumstances and of a duration which are or is in violation of any Environmental Laws. "Air Contaminant" shall mean dust, fume, gas, mist, odor, smoke, vapor or any combination thereof;
4. Permit any vehicle on the Leased Premises which emits exhaust which is in violation of any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement;
5. Create, or permit to be created, any sound level which could unreasonably interfere with the quiet enjoyment of any real property or surrounding areas, or which could create a nuisance or violate any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement;
6. Transmit, receive, or permit to be transmitted or received, any electromagnetic, microwave or other radiation which is harmful or hazardous to any person or property in, on or about the Leased Premises, or which could interfere with the operation of any electrical, electronic, telephonic or other equipment wherever located, whether on the Leased Premises;
7. Create, or permit to be created, any ground vibration that is discernible outside the Leased Premises; or
8. Produce, or permit to be produced, any intense glare, light or heat except within an enclosed or screened area and then only in such manner that the glare, light or heat shall not be discernible outside the Leased Premises.

(b) Tenant shall during and forever after the term of this Lease, indemnify, defend and hold Landlord, its successors and assigns harmless from any and all liabilities, clean-up and/or response costs and other damages to property or injury to persons, animals or the environment, including, without limitation, attorney's and expert consultant's fees, incurred on account of any breach of this Section by Tenant. Notwithstanding the termination of this Lease, in the event at any time after the date hereof, Landlord, its successors or assigns discovers any violation of Section A, above, or the existence of any other environmental hazard caused or created by Tenant, then, in such event, Tenant, its successors and assigns shall fully clean-up, remove and remediate such condition, at its sole cost, to the complete satisfaction of Landlord, its mortgagees and designees. Such liability shall include, without limitation, the cost of qualified environmental consultants to direct, engineer and perform the clean-up to Landlord's sole satisfaction, all removal, remediation and disposal costs, costs of waste handling, packaging, transportation and disposal at approved, licensed waste disposal sites, all costs of containment and security as and if necessary, all costs of reclaiming or replacing the land and/or structures affected by such remediation and removal, and every such other cost associated with rendering the Leased Premises completely safe from environmental hazards, including Hazardous Substances.

(c) For purposes hereof, the term "Environmental Laws" means, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801, et. seq.), the Resource Conservation and Recovery Act, as amended (49 U.S.C. §6901, et. seq.), the Michigan Hazardous Waste Management Act, as amended (MCLA 299.501 et. seq.), Part 201 of the Michigan Natural Resources and Environmental Protection Act ("NREPA")(MCLA 324.20101 et. seq.), as amended, the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), the Michigan Air Pollution Act, as amended, MCLA 336.11 et seq., and every other Federal, state, and local law, statute, regulation, rule decisional precedent, order or otherwise, the actual, effective or intended purpose or unintended effect of which is the protection or remediation of the environment.



(d) Tenant shall strictly obey and adhere to all Environmental Laws, and to the Michigan Occupational Safety and Health Act ("MIOSHA"), as amended now or at any time hereafter, MCLA 408.1001 et seq.

(e) Landlord, its mortgagees, agents or designees and governmental authorities shall have the right, but not the obligation, from time to time to inspect the Leased Premises for compliance with this Section, the Environmental Laws and to confirm that Hazardous Substances are not being used, produced, stored, generated, disposed of, treated or otherwise present in or on the Leased Premises. Any costs and expenses associated with such inspections, including at expiration or termination of this Lease, shall be borne exclusively by Tenant, including, but not limited to, the costs of environmental compliance audits, environmental site assessments, subsurface soils investigations, and engineering, laboratory, sampling, consulting and legal fees and costs pertaining thereto.

(f) In the event that any inspection of the Leased Premises by Landlord discloses that Tenant is handling Hazardous Materials in violation of this Section, then, in addition to its other remedies hereunder, Landlord may obtain a policy(ies) of pollution liability insurance, with such limits of coverage and deductible amounts as Landlord shall determine in its sole discretion, and the cost of any such insurance shall be paid by Tenant as Additional Rent hereunder.

(g) The terms and conditions of this Section 5.10 shall survive termination or expiration of this Lease.

#### ARTICLE VI COMMON AREAS

6.01. Common Areas. Landlord shall operate, manage and maintain during the Term, all common areas, including, without limitation, parking areas, the roof and outer walls and the landscaped areas of Molise Center as may be designated and provided from time to time by Landlord (collectively, the "Common Areas"). The manner in which the Common Areas shall be maintained and operated, and the expenditures therefor, shall be at the sole discretion of Landlord.

6.02. Right to Use. Tenant shall have a non-exclusive right, in common with all other tenants of Molise Center, to use and/or enjoy the Common Areas for those purposes for which they are intended.

6.03. Restrictions. Notwithstanding any other provision of this Lease, Tenant and its employees shall park only in such areas as may be designated by Landlord, from time to time, for employee parking. Trucks and Delivery vehicles must park in designated spaces assigned by the Landlord. No overnight parking is permitted for any vehicle without written consent from the Landlord. The sidewalks shall at all times be kept free and clear for the free flow of pedestrian traffic. Tenant shall accept all deliveries of merchandise, goods and materials, and unload same only in such manner, and at such times as will not unreasonably interfere with the rights of other tenants of Molise Center. Landlord shall have the right to close or suspend temporarily any Common Area in order to effectuate repairs, alterations or improvements thereto, and during such period of closure, Tenant shall have no right to the use or enjoyment of such Common Area, nor shall Tenant be entitled to any proportionate reduction in the Base Rent or Additional Rent. Tenant's Use of the Common Areas shall be subject to and conditioned upon Tenant's compliance with the terms and conditions of this Lease, and such rules and regulations governing the use thereof, as Landlord may, from time to time, establish.

#### ARTICLE VII ADDITIONAL OBLIGATIONS OF TENANT

In addition to the other covenants and agreements of Tenant set forth herein, Tenant also covenants to Landlord all of the following:

7.01. Timely Payment. Tenant shall timely and promptly pay to Landlord when due the Monthly Installments of the Base Rent, Additional Rent, and every other charge due and cost incurred hereunder without any offset, delay, excuse or deduction whatsoever, and without regard to whether, in the judgment of Tenant, Landlord has fully performed its obligations hereunder. Tenant shall deliver to Landlord, upon reasonable prior request from time to time from Landlord, current certified financial statements, detailing Tenant's then existing financial condition.

7.02. Utilities. Tenant shall be solely responsible for all utilities charged to or in connection with the use of the Leased Premises, including, without limitation, gas, electricity, water, sewer, garbage, telephone and alarm. In the event any utility is not separately metered to the Leased Premises, Tenant shall pay its Proportionate Share or otherwise fairly estimated share of such utility charge immediately upon demand therefor by Landlord. Landlord shall not be responsible for the quality or quantity of any such utility services or for any interruption in utility service beyond the control of Landlord.

7.03. No Record. Tenant shall not record this Lease or any memorandum hereof with any recorder or register of deeds or other governmental office or organization, or create or cause to be created against the Leased Premises or Molise Center any lien, claim, charge or assessment of any nature whatsoever.

7.04. Plate Glass. Tenant shall insure and maintain the plate glass portion of the Leased Premises, if any, and promptly replace any breakage thereof with glass of like size, color and quality, and provide and pay for the installation thereof, and the cleanup of any breakage.

7.05. Surrender. At the expiration or earlier termination of this Lease, Tenant shall surrender the Leased Premises, broom clean, and in the same or better condition as when possession was delivered to Tenant. Tenant shall surrender and deliver to Landlord any and all keys to the Leased Premises or to Molise Center. Any personal property of Tenant remaining in the Leased Premises or Molise Center after the expiration or earlier termination of this Lease or surrender of the Leased Premises, shall conclusively be deemed to have been abandoned by Tenant. All alterations, additions, improvements and fixtures which may be made or installed by either of the parties hereto upon the interior or exterior of the Leased Premises and which in any manner are attached to the floors, walls or ceilings shall be the property of Landlord and at the termination of this Lease shall remain upon and be surrendered with the Leased Premises as a part thereof, without disturbance, molestation or injury; provided, however, that Landlord may designate to Tenant those alterations, additions and fixtures which have been installed by Tenant which shall be removed by Tenant prior to expiration or termination of the Lease, and Tenant shall promptly remove the same and repair any damage to the Leased Premises caused by such removal, all at its sole cost, to the sole satisfaction of Landlord.

7.06. Repairs. Tenant shall promptly inform Landlord of any condition in the Leased Premises or Molise Center in need of repair or replacement, regardless of the reason therefor. Tenant shall, at its sole cost and expense, keep and maintain in good order, condition and repair (including replacement of parts and equipment if necessary) the Leased Premises and every part thereof and any and all appurtenances thereto, including, without limitation, the interior portion of all walls including repair and paint, the floor, ceiling and ceiling tiles, the interior and exterior portion of all doors; including door hardware, locks and closures; windows, carpet, light fixtures and bulbs, plate glass, sign, all plumbing and sewage facilities within the Leased Premises, including free flow up to the main (municipality) sewer line, and heating, lighting, electrical, ventilating and air conditioning fixtures and systems including thermostats (regardless of whether same are located in the Leased Premises). Tenant shall obtain and pay for a Heating, Ventilating and Cooling (HVAC) system service, maintenance and repair contract with such maintenance and repair terms, and with such reputable company or contractor as is acceptable to Landlord in its sole discretion. The plumbing and sewage facilities shall not be used for any purpose other than that for which they were constructed, and no foreign, hazardous or toxic substance or object of any kind shall be introduced therein. Prior to surrender of the Leased Premise, all repairs and conditions listed above must be completed.

7.07. Violations. Tenant shall immediately inform Landlord of any violation of this Lease, or any rule or regulation promulgated hereunder, if any, by Tenant, visitors or other Tenants.

7.08. Sublease or Assignment. Tenant shall not assign or transfer this Lease or any interest therein, whether outright or as security, or hypothecate or mortgage the same or any interest therein or sublet (including managerial control) the Leased Premises or any part thereof, without the express prior written approval of Landlord, which approval may be withheld for any reason. The sale, issuance or transfer of any voting capital stock of Tenant, if Tenant is a corporation, or change in ownership if tenant is a partnership of limited liability company, which results in a change in voting control of Tenant shall be deemed to be an impermissible assignment of this Lease. Assignments for the benefit of creditors of Tenant, or by operation of law, shall not be effective against Landlord, without Landlord's prior written approval, which approval may be withheld for any reason. In the event Landlord agrees to any sublease, Landlord shall be entitled to the net positive difference, if any, of the amount of rent paid by any sublessee, and the Base Rent due hereunder.

7.09. Offset Statement; Attornment and Subordination.

(a) Offset Statement. Within ten (10) days after request, from time to time by Landlord, Tenant shall execute and deliver to Landlord, in a form satisfactory to Landlord, a written statement certifying (i) that this Lease is in full force and effect, (ii) the Commencement Date and Termination Date of this Lease, (iii) that rent is paid currently without any offset or defense thereto, (iv) the amount of rent, if any, paid in advance, and (v) that there are no uncured defaults by Landlord or stating with specificity those defaults claimed by Tenant.

(b) Attornment. Tenant shall, in the event of the sale or assignment of Landlord's interest in all or any portion of the Leased Premises, or transfer pursuant to proceedings in or a deed in lieu of foreclosure of such interest under any mortgage made by Landlord of the Leased Premises, or the eviction of Landlord under any underlying or ground lease by Landlord, attorn to the purchaser, transferee or foreclosing mortgagee and recognize such person as the Landlord under this Lease. Such attornment shall be self-operative without the execution or delivery of any further

instrument by Tenant. No such attornment shall cause such subsequent landlord to be liable for any act or omission of Landlord, other than those which are expressly assumed by the subsequent landlord after it assumes control or takes possession of the Leased Premises, nor subject any subsequent landlord to any offsets or defenses which Tenant then has against Landlord or bind it for any rent or additional rent which Tenant may have paid more than thirty (30) days in advance to Landlord.

(c) Subordination. Tenant agrees that this Lease is and shall be subject and subordinate at all times to any and all present and future ground or underlying leases, leasehold mortgages, mortgages and building loan mortgages, and management contracts affecting the Leased Premises and/or Landlord's interest therein, or upon any buildings or other improvements hereafter placed upon the Leased Premises. Tenant covenants and agrees that any mortgagee, overriding or ground lessor or manager under a management contract may elect to treat this Lease as prior in time to its interest in the Leased Premises, and in the event of such election and upon notification to Tenant to that effect, this Lease shall thereupon be deemed so prior, whether this Lease is, in fact, dated prior or subsequent to the date of such other interest.

(d) Acknowledgment By Tenant. Tenant covenants and agrees to execute and deliver within ten (10) days after request from Landlord such further instrument or instruments as may be required to carry out the intentions of this Paragraph, including a subordination, non-disturbance and attornment agreement or similar agreement required by any mortgagee or other person. Tenant does hereby irrevocably appoint Landlord as its lawful attorney-in-fact, with full authority and right to execute and deliver any letter of estoppel, offset statement, subordination, non-disturbance and attornment agreement or other instrument required to be provided by Tenant pursuant to this Paragraph, for and in the name of Tenant.

#### ARTICLE VIII RESERVED RIGHTS

In addition to all of the other rights and privileges of Landlord hereunder, Landlord specifically reserves unto itself the following rights:

8.01. Entry for Repairs. To enter the Leased Premises at all times, and without prior notice to Tenant, for the purpose of making such inspections, alterations, improvements or repairs which Landlord, in its sole discretion, deems necessary or desirable. Nothing herein shall be deemed to obligate Landlord to make any repairs to the Leased Premises.

8.02. Exhibit. To enter the Leased Premises at all times, and without prior notice to Tenant, to exhibit and show the Leased Premises to prospective tenants, purchasers, bank financing officers, construction contractors and other parties. Tenant shall provide to Landlord keys for access at lease inception and throughout the term of the lease. Landlord may display "for rent" signage inside the Leased Premise 90 days prior to the expiration or termination of the Lease term.

8.03. Rules and Regulations. To adopt, amend, revoke and enforce such rules and regulations as Landlord shall, in its sole discretion, deem necessary or desirable, and to enforce the provisions thereof as though same were specifically incorporated as covenants of this Lease.

8.04. Construction. To alter the size, shape, exterior appearance, number and/or location of the buildings, the parking areas, landscaping, other Common Areas and every part thereof which makes up and comprises Molise Center, or to change the name of Molise Center.

~~8.05. Relocation. To move Tenant and the Leased Premises to such other location and premises within Molise Center as is similar in size and facilities to the Leased Premises, upon not less than thirty (30) days prior written notice to Tenant. Such relocation of Tenant shall be at the sole cost and expense of Landlord, and rental hereunder shall abate for a reasonable period, sufficient to permit Tenant to physically move locations. Tenant shall accept the replacement premises in a condition substantially similar to the then existing condition of the Leased Premises, subject to all of the terms of this Lease. In the event Tenant shall refuse to relocate as required by Landlord, then Landlord may immediately terminate this Lease and commence legal process to take exclusive possession and control of the Leased Premises, and physically put out, and otherwise remove all persons and property therefrom.~~

8.06 Errors and Mistakes. Landlord may, unilaterally, make such changes, amendments and/or corrections to this Lease as are necessary to correct any clerical, typographical, arithmetic or other error or mistake in the preparation and/or execution of this Lease.

8.07. Reservation. The exterior portion of the walls and roof of the Leased Premises and the area beneath and above the Leased Premises are not demised hereunder, and the use thereof, together with the right to install,



maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements leading through, around, over or under the Leased Premises are hereby specifically reserved unto Landlord.

## ARTICLE IX INDEMNIFICATION

~~9.01. Indemnification. Tenant shall indemnify, defend and hold Landlord free and harmless, including, without limitation, all partners, shareholders, officers, employees, attorneys and agents of Landlord, and each of their respective heirs, personal representatives, successors and assigns, from and against any and all claims, expenses, and liabilities of every kind and nature whatsoever, including, without limitation, actual attorneys fees, court costs, litigation expenses, penalties, and all direct, indirect, consequential and incidental damages of and to Landlord, arising out of, caused by or related to any of the following: (a) the execution of this Lease and the operation and performance of this Lease by Tenant; (b) the use or occupancy of the Leased Premises, or Molise Center, by Tenant and its agents and employees; (c) any act of any customer, business invitee, supplier, guest or other visitor of Tenant ("Visitors"); (d) any damage to or destruction of any property, records, files, equipment, inventory, or other personal property, tangible and intangible, of every nature and description, now owned or hereafter acquired by Tenant or its employees or Visitors, regardless of the cause thereof; (e) damage to the business of Tenant, regardless of the cause thereof, through the act or omission of any agent of Landlord, any other tenant or the bursting of pipes, electrical power outage, loss of heat or air conditioning, damage of any Common Area, and any and every other cause whatsoever, regardless of whether the same is specifically provided for herein; and (f) the employment, use or retention of a broker, finder or other agent by Tenant in connection with the execution of this Lease, other than any broker identified in Section 1.08 of this Lease.~~

9.01. Indemnification. Tenant shall indemnify, defend, and hold harmless Landlord free and harmless, including without limitation, all partners, shareholders, officers, employees, attorneys and agents of the Landlord, and each of their respective heirs, personal representatives, successors and assigns, from and against any and all claims, expenses, and liabilities of every kind and nature whatsoever, including, without limitation, actual attorneys fees, court costs, litigation expenses, penalties, and all direct, indirect, consequential and incidental damages of and to the Landlord, arising out of any negligence and/or negligent act or omission on the part of the Tenant. Notwithstanding any provision within this Lease to the contrary, Landlord shall indemnify, defend, and hold harmless Tenant free and harmless, including without limitation, all employees, volunteers, board members, elected members, appointed members, officers, attorneys and agents of the Tenant, and each of their respective heirs, personal representatives, successors and assigns, from and against any and all claims, expenses, and liabilities of every kind and nature whatsoever, including, without limitation, actual attorneys fees, court costs, litigation expenses, penalties, and all direct, indirect, consequential and incidental damages of and to the Tenant, arising out of any negligence and/or negligent act or omission on the part of the Landlord.

9.02. Insurance. Tenant shall promptly obtain and continuously maintain during the Term public liability insurance on an "occurrence" basis form, including contractual liability coverage, and personal property damage and business interruption insurance, in the amount of not less than One Million Dollars (\$1,000,000.00) and with such insurance companies as Landlord shall reasonably approve, and every such insurance policy shall name Landlord as an additional insured and provide for thirty (30) days advance written notice to Landlord in the event of cancellation, reduction in coverage, or other material alteration thereof. Tenant shall provide copies of all such insurance policies and receipts evidencing six (6) months advance payment of premiums therefor, immediately upon the request of Landlord, and prior to Tenant taking possession of the Leased Premises, and at least thirty (30) days prior to each anniversary of the Commencement Date.

9.03. Waiver of Subrogation. Except in the case of willful actions by either Landlord or Tenant, each party hereto does hereby remise, release and discharge the other party hereto, and any officer, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualties for which insurance is required to be carried hereunder by the injured party at the time of such loss, damage or injury to the extent of any actual recovery by the injured party under such insurance. Landlord and Tenant shall each use their best efforts to have their respective insurance policies contain a provision permitting the foregoing waiver of subrogation, including the payment of reasonable increased premiums.

9.04 Non-Recourse. Landlord shall have no duty or liability to Tenant except as expressly provided for herein, and, in the event of any liability of Landlord to Tenant hereunder, or under any law, statutory, common, regulatory or otherwise, Landlord's liability to Tenant shall be non-recourse and strictly limited to Landlord's equity position, if any, in Molise Center and Tenant shall not seek, obtain or enforce a personal or deficiency judgment against Landlord for any reason.

9.05. No Security. Landlord may, but shall have no obligation or duty whatsoever to provide, pay or arrange for or furnish security, guard or other personal or physical property protection services or devices with regard to the

Leased Premises or Molise Center. In no event shall Landlord be held responsible or liable for the act of any person or persons unrelated to Landlord, whether criminal or not, which occur on or at the Leased Premises or Molise Center.

ARTICLE X  
CASUALTY

10.01. Partial Destruction. In the event that, through no fault of Tenant, the building wherein the Leased Premises are located shall be partially damaged by fire or other casualty at any time during the Term, and Landlord in its sole discretion deems the building salvageable, Landlord shall use its best efforts to have the building promptly repaired or to have its insurance company repair same, and a proportionate abatement of rent shall be allowed to Tenant for the time occupied in such repairs; except, (a) If Tenant can use and occupy the Leased Premises without substantial inconvenience then there shall be no abatement of rent, and (b) If said repairs are delayed because of the failure of Tenant to adjust his own insurance (if any) no reduction shall be made beyond a reasonable time allowed for such adjustment.

10.02. Total Destruction. In the event the building wherein the Leased Premises are located is totally destroyed by fire or other casualty, then this Lease shall thereupon terminate without further liability of Landlord or Tenant with respect to the unexpired Term. Landlord and Tenant release each other from any liability for loss, damage or injury caused by such fire or other casualty for which insurance (permitting waiver of liability and waiver of insurer's right of subrogation) is carried by either Landlord or Tenant to the extent of any recovery by them under such policy.

10.03 Damage to Tenant's Property. In no event shall Landlord be required to repair or replace Tenant's merchandise, trade fixtures, furnishings or equipment. If Landlord is required or elects to repair or rebuild the Leased Premises as herein provided, Tenant shall repair or replace its merchandise, trade fixtures, furnishings and equipment in a manner and to a condition at least equal to that prior to its damage or destruction.

10.04. Eminent Domain. If the whole or any part of the Leased Premises shall be taken under the power of Eminent Domain by any governmental authority for any purpose, then this Lease shall terminate on the date possession of the Leased Premises is taken and the rental for the month in which said taking occurs shall be prorated accordingly. Any and all damages awarded for such taking shall be the sole property of Landlord, excluding only damages for the removal of Tenant's trade fixtures. Any condemnation of any portion of the Common Areas or other portion of Molise Center shall neither result in a termination of this Lease nor a right of Tenant to cancel same, unless such condemnation materially impairs Tenant's continued use of the Leased Premises.

ARTICLE XI  
LANDLORD'S COVENANT

11.01. Quiet Enjoyment. Landlord covenants and agrees that so long as Tenant shall promptly pay the Monthly Installments of Base Rent, Additional Rent, and the other monies due hereunder, and fully perform all of the covenants and agreements set forth herein, Tenant shall have the peaceable and quiet enjoyment and possession of the Leased Premises during the Term.

ARTICLE XII  
DEFAULT

12.01. Default. Default under this Agreement shall be defined as, and Tenant shall be conclusively deemed to be in Default hereunder upon the actual occurrence, or threat, of any one of the following events ("Default"):

(a) Rental Payment. Tenant fails to pay in full and when due all or any portion of a Monthly Installment of the Base Rent, any Triple Net charges, or the Security Deposit due hereunder; or

(b) Other Payments. Tenant fails to pay in full and when due any other moneys, charges or amounts due hereunder, including, without limitation, utility charges, Service Charges, Returned Check Charges, interest, and other costs and charges payable by Tenant hereunder; or

(c) Performance. Tenant breaches or fails to fully and promptly observe or perform any covenant, term, condition, provision or time parameter of this Lease, or any rules and regulations issued by Landlord, if any.; or

(d) Insolvency. Tenant admits in writing its inability to pay its debts generally as they become due, makes a general assignment for the benefit of its creditors, applies for or consents to the appointment of a receiver, trustee or liquidator, or becomes insolvent or commits an act of insolvency, files a voluntary petition in bankruptcy or admits any material allegation in any pleading or petition filed against it in any bankruptcy or insolvency proceeding, or sells or permits the sale of its interest in the Premises under attachment, execution or similar legal process, or takes any action for the purpose of effectuating any of the foregoing; or

(e) Abandonment. Tenant abandons, surrenders or vacates the Leased Premises prior to the expiration of the Term; or

(f) Lien. Any mechanic's or construction lien or assessment attaches to or is claimed against the Leased Premises or Molise Center on account of work performed or materials delivered thereto at the request or instruction of Tenant; or

(g) Habitual Tardiness. Tenant fails, for a third time in any twelve (12) month period, to pay in full and when due a monthly installment of the Base Rent, or any other monies due hereunder, regardless of whether the previous two late payments were accepted by Landlord.

12.02. Rights and Remedies. In the event of a Default, Landlord shall have no duty to do so, but may, at its sole option and exclusive discretion, take or exercise any of the following rights and remedies, concurrently, consecutively, alternatively and as often as the occasion may arise:

(a) Termination. Terminate this Lease and commence legal process to take exclusive possession and control of the Leased Premises, and physically put out, and otherwise remove all persons and property therefrom. Any personal property of Tenant may be stored in a public warehouse or elsewhere at the cost and for the account of Tenant, or disposed of at Landlord's election, and without liability to Tenant

(b) Re-Let. Re-let the Leased Premises to any person or entity, and at any rental fee or rate, and for any term that Landlord deems appropriate.

(c) Acceleration. Accelerate the full payment of the Base Rent, and any and all other monies due hereunder.

(d) Court. Commence eviction proceedings and/or file suit, in the appropriate Court or Tribunal, for all or any portion of the unpaid Base Rent, or other monies due and owing hereunder including actual attorneys fees, court costs, travel expenses, and litigation expenses, real estate brokerage fees, or for any physical damages caused by Tenant to the Leased Premises or Molise Center, and for all other direct, indirect, incidental and consequential damages suffered by Landlord.

(e) Performance. Perform, on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform, the cost of which performance by Landlord shall be payable by Tenant to Landlord upon demand, together with Interest thereon at the rate specified in Section 3.03(b) from the date of such expenditure, as Additional Rent.

(f) Apply Security Deposit. Landlord may, but without obligation, use, apply or retain all or any portion of the Security Deposit or Pre-paid Rent to offset any damages, actual, consequential, incidental or otherwise including, without limitation, reasonable attorneys' fees, court costs, travel expenses, and actual expenses of litigation incurred by Landlord as a result of such Default. In the event the Security Deposit is insufficient to cover or fails to fully remedy any Default or repair any damages caused by Tenant, Tenant shall remain fully liable to the extent of any such deficiency regardless of whether Landlord applies or uses the Security Deposit. In no event shall Landlord's application of the Security Deposit be deemed or construed as a cure or waiver of Default, nor shall such application limit or prevent Landlord from enforcing any other right or remedy provided herein.

12.03. Attorneys fees. In the event of any Default by Tenant, Tenant shall reimburse Landlord for any and all actual attorneys fees, court costs, travel expenses and litigation expenses incurred as a result of such Default, regardless of whether court process is commenced against Tenant by Landlord.

12.04. Notice. Upon the occurrence of any event of Default, Landlord may exercise any of the rights and remedies provided herein without any prior notice to Tenant, except as otherwise required by law.

#### ARTICLE XIII MISCELLANEOUS PROVISIONS

13.01. Assignment by Landlord. Landlord may assign, negotiate or transfer all or any portion of its rights, obligations or interest in, to, or under this Lease in whole or in part, at any time without notice to or consent of Tenant, and in such event shall automatically be relieved of any and all obligations and liabilities on the part of Landlord arising from and after the date of such transfer.



13.02. Relationship. Nothing stated or implied herein is intended to nor shall it be deemed to create any partnership or joint venture between Landlord and Tenant. The relationship between Landlord and Tenant does not extend beyond the scope of this Lease.

13.03. Waiver of Action. No action or omission by Landlord, including but not limited to, any extension, modification, amendment, forbearance, delay, indulgence, or concession with regard hereto, with or without notice to Tenant, is intended as, nor shall it constitute or be deemed a waiver, discharge or release of Tenant, or of any obligation of Tenant or right of Landlord established hereby, nor shall such action or omission constitute an approval of or acquiescence in any breach hereof or Default hereunder.

13.04. Accord and Satisfaction. No restrictive endorsement or statement on any check or draft, or letter accompanying any check or draft, for payment of rent or any other amount owed to Landlord shall be effective to cause or evidence an accord and satisfaction, or acquiescence by Landlord to accept a lesser amount than is then due and owing.

~~13.05. Waiver of Jury. In the event of any litigation, Tenant expressly waives the right to a trial by jury.~~

13.06. Governing Law. This Lease shall be governed by Michigan law.

13.07. Conformity. Any provision of this Lease which is in conflict with the laws of the State of Michigan as of the date hereof, is hereby amended to conform to and comply with such state law for the maximum and fullest extent permitted thereunder (herein referred to as "Conformity").

13.08. Notices. All notices required hereby or given pursuant hereto, if any, shall be deemed effective and binding if given in writing by First Class U.S. Mail, or by certified or registered mail, return receipt requested, (regardless of whether the return receipt is received by sender), or any nationally recognized private next-day delivery carrier, or by telegram, telecopy, or fax, or given in person, at the addresses provided for in Section 1 and shall be deemed effective on the first business day following dispatch. Business days exclude Sundays and legal holidays of the United States.

13.09. Captions. Article and paragraph titles, headings and/or captions contained herein have been inserted solely as a means of reference and convenience.

13.10. Gender. Whenever required by the context or use in this Lease, the singular word shall include the plural word and the masculine gender shall include the feminine and/or neuter genders, and vice versa.

13.11. Entire Lease. This Lease, all Exhibits referred to herein and/or attached hereto and the rules and regulations, if any, constitute the entire and integrated agreement between Landlord and Tenant and supersedes and cancels any prior or contemporaneous arrangements, understandings or agreements, whether written or oral, by and between Landlord and Tenant relative to the subject matter hereof.

ADDENDUM "A"  
RESERVED.

Additional Taxes/Insurance Increases: In the event that the amount of the insurance and/or property taxes and assessments levied in any calendar year, with respect to the building and permanent improvements of which the leased premises are a part, the land on which the building is situated, the parking area, and the Landlord's leasehold estate, shall exceed the amount of such insurance, taxes and assessments levied during the calendar year in which the lease term commences, the Tenant shall pay to Landlord as additional rent a pro-rata share of such increases in insurance and/or taxes in the ratio that the square foot area of the lease premises bears to the rentable square footage of the building. Tenants share of such increased insurance and/or taxes for any calendar year shall be paid in twelve (12) equal monthly installments with Tenants monthly rent for the succeeding lease year.

Triple Net Charges: You will be billed monthly for the cost of the taxes, insurance and maintenance of the building at approximately 25% of the total cost. Any overages or shortages will be reconciled annually. However, the Triple Net Charges for this Premise are included in the Monthly Base Rent figure.

Written Notice: Tenant must give Landlord written notice 90 days prior to the termination of this Lease regarding the intent to vacate or renew.

Snow/Salt Services: Tenant agrees to pay his proportionate share of snow/salt services based on the number of rented units.

Permits/As Is: Tenant agrees to obtain all city permits and approvals necessary to operate the Tenants business. Tenant also agrees to take the Premise in "as is" condition.

Utilities/Water: The utility meters are separate for each Leased Premise with the exception of the water meter which is shared by four (4) Leases Premises. Tenant agrees to pay its proportionate share of the water charges as determined by the number of occupied units.

Trash: It is the responsibility of the Tenant to pay for all trash charges.

13.12. Binding Effect. All rights and obligations contained herein shall be binding upon and inure to the benefit of Landlord and Tenant, and their respective successors, and permitted assigns, if any.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement, in duplicate, on the day and year first above-written.

WITNESSED:

LANDLORD: Molise L.L.C.

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

By: [Signature]  
Vincenzo D. Mucco

Its: \_\_\_\_\_  
Managing Partner

Dated: 8-20-13

WITNESSED:

TENANT:

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

Tony Bruscato  
By: PLYMOUTH DEVELOPMENT AUTHORITY

Dated: 8-20-13

Social Security Number: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

Home Address: 831 PENNIMAN  
PLYMOUTH, MI 48170

Home Telephone Number: 734 455 1453

Fax Number: 734 459 5792

Office Phone Number: \_\_\_\_\_



**AMENDMENT TO LEASE AGREEMENT**

THIS AMENDMENT TO LEASE AGREEMENT dated as of May 5, 2016 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 two (2) years commencing on September 1, 2016 and expiring at midnight on August 31, 2018 under the same terms and conditions stated in the lease commencing on September 1, 2013.
2. Except the Rental payments will be \$ 1,300.00 per month commencing on September 1, 2016 and continuing on the first day of each month thereafter through August 31, 2017 and 1,350.00 per month commencing on September 1, 2017 and continuing on the first day of each month thereafter through August 31, 2018.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to Lease Agreement the 1st day of SEPTEMBER, 2016.

WITNESS:

*Dhruva Mistry*

LANDLORD: MOLISE, L.L.C.

By: *[Signature]*

WITNESS:

\_\_\_\_\_

TENANT: PLYMOUTH DOWNTOWN  
DEVELOPMENT AUTHORITY

*Tony Brusca*

**AMENDMENT TO LEASE AGREEMENT**

THIS AMENDMENT TO LEASE AGREEMENT dated as of July 10, 2018 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:

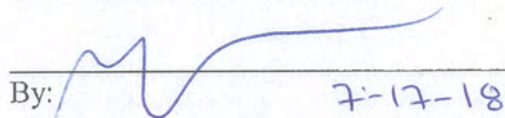
1. The term is extended for three (3) years commencing on September 1, 2018 and expiring at midnight on August 31, 2021 under the same terms and conditions stated in the lease commencing on September 1, 2013.
2. Except the Rental payments will be \$ 1,400.00 per month commencing on September 1, 2018 and continuing on the first day of each month thereafter through August 31, 2019 and 1,450.00 per month commencing on September 1, 2019 and continuing on the first day of each month thereafter through August 31, 2020 and 1,500.00 per month commencing on September 1, 2020 and continuing on the first day of each month thereafter through August 31, 2021.
3. Except the Water charge will be \$ 50.00 per month commencing on September 1, 2018 and continuing on the first day of each month thereafter through August 31, 2021.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to Lease Agreement the 1<sup>ST</sup> day of SEPTEMBER, 2018.

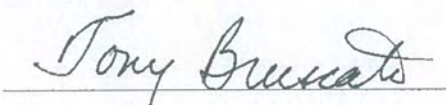
WITNESS:



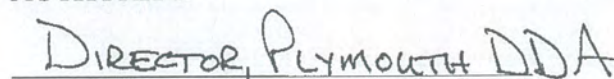
LANDLORD: MOLISE, L.L.C.

By:  7-17-18

WITNESS:



TENANT: PLYMOUTH DOWNTOWN DEVELOPMENT  
AUTHORITY





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 19<sup>th</sup> day of July, 2021.

WITNESS:

*[Handwritten signature]*

LANDLORD: MOLISE, L.L.C.

By:

*[Handwritten signature]*

WITNESS:

\_\_\_\_\_

TENANT: PLYMOUTH DOWNTOWN DEVELOPMENT AUTHORITY

*[Handwritten signature]*  
DIRECTOR, PLY DDTA



**AMENDMENT TO LEASE AGREEMENT**

THIS AMENDMENT TO LEASE AGREEMENT dated as of March 1, 2024, 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, 2024, and expiring at midnight on August 31, 2027, under the same terms and conditions stated in the lease commencing on September 1, 2013.
2. Except the Rental payments will be \$1,732.00 per month commencing on September 1, 2024, and continuing on the first day of each month thereafter through August 31, 2025, and \$1,819.00 per month commencing on September 1, 2025, and continuing on the first day of each month thereafter through August 31, 2026, and \$1,910.00 per month commencing on September 1, 2026, and continuing on the first day of each month thereafter through August 31, 2027.
3. Except the Water charge will be \$63.00 per month commencing on September 1, 2024, and continuing on the first day of each month thereafter through August 31, 2025, and \$66.00 per month commencing on September 1, 2025, and continuing on the first day of each month thereafter through August 31, 2026, and \$69.00 per month commencing on September 1, 2026, and continuing on the first day of each month thereafter through August 31, 2027.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to Lease Agreement the \_\_\_\_day of \_\_\_\_\_, 2024.

WITNESS:

LANDLORD: MOLISE, L.L.C.

\_\_\_\_\_

\_\_\_\_\_

WITNESS:

By:  
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 in its current location would give better service to merchants, property owners and visitors, and

WHEREAS Having the DDA office downtown would give staff close proximity to the Central Parking Deck, Fleet Street trash compactors, events, activities and other happenings downtown.

NOW THEREFORE BE IT RESOLVED THAT the Downtown Development Authority Board hereby instruct DDA staff to sign a three-year lease extension agreement with property owner Vince Mucci (Molise LLC) for office space at 831 Penniman for \$1,732 per month from 9/1/24 to 8/31/25; \$1,819 per month from 9/1/25 to 8/31/26; and \$1,910 per month from 9/1/26 to 8/31/27.