



Plymouth Downtown Development Authority Meeting Agenda February 12, 2024 7:00 p.m. Plymouth City Hall & Online Zoom Webinar

Plymouth Downtown Development Authority
831 Penniman
Plymouth, Michigan 48170

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

Join Zoom Webinar: <https://us02web.zoom.us/j/84630454276>

Webinar ID: 846 3045 4276

Passcode: 944489

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. January 8, 2024 Regular Meeting Minutes

5) BOARD COMMENTS

6) OLD BUSINESS

A. Five-Year Action Plan Update

7) NEW BUSINESS

**A. 2024 Central Parking Deck Engineering Proposal
B. 2024 DDA Liquor License Cap Discussion**

8) REPORTS AND CORRESPONDENCE

**A. Planning Commission Master Plan Update Information
B. City of Plymouth Strategic Plan Update – Approved One-Year Tasks**

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

GOAL AREA TWO – STAFF DEVELOPMENT, TRAINING, AND SUCCESSION

OBJECTIVES

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

GOAL AREA THREE - COMMUNITY CONNECTIVITY

OBJECTIVES

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

GOAL AREA FOUR - ATTRACTIVE, LIVABLE COMMUNITY

OBJECTIVES

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

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

-Plymouth Mayor Joe Bida
November 1977



Plymouth Downtown Development Authority

Regular Meeting Minutes

Monday, January 8, 2024 - 7:00 p.m.

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

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

1. CALL TO ORDER

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

Present: Chair Pollard, Mayor Suzi Deal, Members Ellen Elliott, Jennifer Frey, Richard Matsu, Dan Johnson, Ed Saenz

Excused: Members Brian Harris, Shannon Perry, Paul Salloum

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

2. ELECTION OF OFFICERS

Elliott offered a motion to elect Pollard for the position of chair. Deal seconded the motion, and there were no other nominations.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

Deal offered a motion to elect Matsu for the position of vice chair. Saenz seconded the motion, and there were no other nominations.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

3. CITIZENS COMMENTS

There were no citizen comments.

4. APPROVAL OF AGENDA

Deal offered a motion, seconded by Matsu, to approve the agenda for Monday, December 11, 2024.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

5. APPROVAL OF MEETING MINUTES

Deal offered a motion, seconded by Johnson, to approve the meeting minutes for both the informational meeting and the regular meeting on December 11, 2023.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

6. BOARD COMMENTS

Pollard thanked Andre Martinelli and Pat O'Neill for their past service to the DDA board and welcomed Jennifer Frey and Ed Saenz to the board. Frey and Saenz introduced themselves to the group.

Deal also thanked Martinelli and O'Neill and welcomed Saenz and Frey. She said the City Commission would be working on their strategic plan at a meeting on January 11 from 5-9 p.m. at the Plymouth Cultural Center, and said the public was welcome to attend.

7. OLD BUSINESS

There was no old business.

8. NEW BUSINESS

a. Five-Year Action Plan Update

Plymale provided an update of projects on the five-year action plan. He said he would be meeting with Sally Elmiger to begin the process of developing a new action plan and that the public would have numerous opportunities to participate in the process.

9. REPORTS AND CORRESPONDENCE

There were no reports or correspondence.

10. ADJOURNMENT

Matsu offered a motion, seconded by Johnson to adjourn the meeting at 7:15 p.m.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

2020-2024 Five-Year Action Plan

Rev. February 3, 2021

Goal	Task	Responsible Party	Timeframe	Funding Source	Status Update 2/8/2024
Improve Parking	<p>**Top Priority**</p> <p>Improve condition, aesthetics and/or functionality of existing parking lots by:</p> <ul style="list-style-type: none"> - 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. - Designing parking lot at Saxton's site. 	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. New benches and bike racks to be installed in early 2024.
	<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"> -Decide on a direction for paid parking. 	DDA Staff/ DDA Board	Short- to Mid-term		COW meeting held on 4/3/2023 to inform boards of direction of parking, woonerf and patio updates. Economic Development Director John Buzuvis presented paid parking presentation to City Commission on 6/5/2023. Paid Parking not part of the City's 2024 Strategic Plan tasks.
	<p>Maximize number of parking spaces.</p>	DDA Staff	Short- to Long-term		City Commission approved Outdoor Dining Policy at October 6 meeting that will allow restaurants to utilize on street parking for extended platform patios through the next five years. "Review opportunities for additional parking spaces" added to the City's 2024 One Year Tasks.
Improve Pedestrian Safety	<p>**Top Priority**</p> <p>Improve pedestrian crossings for safety (also goal of DDA Infrastructure Plan), alerting cars that a pedestrian is in crosswalk, specifically:</p> <ul style="list-style-type: none"> - At Penniman/Harvey, Harvey/AA Trail, and Main/Church St. intersections (coordinate with City Commission). - Increase size of waiting area at crossings. - Add alert system for cars as pedestrians enter walkways, especially at midblock crossings such as Main St. between AA Trail and Penniman, or on AA Trail @ Forest. Alerts could include pedestrian-activated flashing lights; however, a system with flashing lights may not be appropriate downtown. -Identify locations for additional bike racks. 	City Commission/ DDA Board	Short-term		Upgrades to the Main/Church intersection are a part of the City's 2024 Infrastructure Plan. Once costs are determined, the City will engage the DDA in a partnership for intersection upgrades. Expect to see a proposal in next month. 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>Maintain sidewalks for safety, making them pedestrian-friendly by:</p> <ul style="list-style-type: none"> - Repairing concrete where needed. - Replacing tree grates (either overall or where needed). - Maintaining/updating pavers. - Extending sidewalks where needed. 	DDA Staff	Short-term		DMS crews are exploring some new options with concrete-cutting and mudjacking companies to deal with uneven sidewalks in the downtown area. Empty tree grate areas will be filled with mulch in March. DDA Staff to meet with landscaper in late February 2024 to identify brick areas in need of repair at the end of winter 2024. Any additional major repairs to trees, grates, planters, brickscape and/or sidewalk will be part of a future streetscape upgrade project.

2020-2024 Five-Year Action Plan

Rev. February 3, 2021

Goal	Task	Responsible Party	Timeframe	Funding Source	Status Update 2/8/2024
Impr	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.
	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. DIA Inside Out temporary installations removed in October 2023.
Kellogg Park	Install the new fountain.	DDA Staff	Short-term		COMPLETED
	<p>**Top Priority**</p> <p>Implement Kellogg Park Master Plan by:</p> <ul style="list-style-type: none"> - 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 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.
Support Businesses	<p>**Top Priority**</p> <p>Rethink café/outdoor dining policy to include:</p> <ul style="list-style-type: none"> - 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". <p>*Approved by City Commission starting in April and extending through 2021.</p>	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. DDA staff plans to meet with Chamber of Commerce staff in early 2024 to discuss the future of Saturday Scenes street entertainment.
	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

Rev. February 3, 2021

Goal	Task	Responsible Party	Timeframe	Funding Source	Status Update 2/8/2024
Sup	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. Ledger, Not Your Basic Batch and Highline Spirits all expected to open in early 2024. Staff updated Downtown Walking Maps and business information on downtown kiosks in July. Monthly business event calendars and newsletter ongoing.



ADMINISTRATIVE RECOMMENDATION

To: DDA Board
From: DDA Staff
CC: S:\DDA\Shared Files\DDA Board\DDA Agendas\DDA Agendas 2024\February2024
Date: 2/8/2024
Re: 2024 Central Parking Deck Engineering Review

BACKGROUND:

The Downtown Development Authority is responsible for the annual and long-term maintenance, which includes all scheduled and emergency repairs, of the Central Parking Deck. Every three years or so, a significant restoration project is usually needed to ensure the deck is in exceptional condition for the longevity of the structure and the safety of our visitors, merchants, and their employees. Our last major renovation was in 2023, with the next scheduled major renovation slated for 2026. Due to the age of the Central Parking Deck (the deck was built in 1983), annual inspections are needed to make sure the deck is in good condition, especially after the freeze-thaw cycle in late winter.

Fishbeck from Grand Rapids has provided engineering services on the Central Parking Deck for more than a decade, and DDA staff has a good working relationship with Jeannette Grzeskowiak, who managed last year's major renovation project.

During the 2023 project construction, a drainage issue with the pedestrian bridge was identified. After discussion with the engineer, addressing this issue was held off until 2024. Although a major renovation isn't anticipated in 2024, the DDA has the engineering team from Fishbeck do an annual inspection in late winter/early spring to make sure there aren't unforeseen areas that need attention. Fishbeck plans to do a field investigation of the drainage issue as part of their overall 2024 inspection. Please see the attached condition assessment proposal for details. The engineering fees for this service are estimated at \$9,500.

In addition, DDA staff has requested an additional proposal from Fishbeck to update projected maintenance costs and to provide a report on the potential projected lifespan of the Central Parking Deck. The current maintenance schedule was created prior to 2020, and inflation and other factors have significantly altered the accuracy of those maintenance projections. In addition, there have been several conversations from both the DDA Board and the Plymouth City Commission on the potential longevity of the current deck. A longevity assessment from our engineering team is essential to guide

decision making and planning over the next several years. Please see the attached report proposal for details. The fees for this service are estimated at \$3,200.

If the DDA is to approve this agreement, Fishbeck would begin inspections and report development this month with completion expected toward the end of March 2024. A schedule for bidding the project and construction would be finalized sometime in April, and the engineer would present the maintenance and lifespan report at the April DDA meeting.

RECOMMENDATION:

DDA staff is recommending approving both the approval of the condition assessment proposal at \$9,500 and the maintenance schedule report proposal at \$3,200 for a total approval of \$12,700 to contract with Fishbeck of Grand Rapids, Michigan, to review the existing condition of the parking structure, including the drainage issue at the pedestrian bridge, and to create a longevity assessment report that includes updated numbers to the maintenance schedule.

February 7, 2024
Project No. 220597

Sam Plymale
City of Plymouth Downtown Development Authority
831 Penniman Avenue
Plymouth, MI 48170

Proposal for Professional Engineering Services City of Plymouth Central Parking Structure – 2024 Evaluation

Fishbeck is pleased to provide this proposal to evaluate the City of Plymouth Central Parking Structure. We understand the Plymouth Downtown Development Authority (DDA) wishes to determine if the parking structure requires any immediate repairs prior to the restoration project planned for 2026, such as the drainage issue at the pedestrian ramp.

The two-level parking structure was constructed in 1983 and is located on Fleet Street in downtown Plymouth, Michigan. The structure consists of a slab-on-grade, one supported level of approximately 48,000 square feet, and a vehicular speed ramp. The structure utilizes a precast concrete structural system with a cast-in-place topping slab at the supported level. The structure features two stair towers and a pedestrian bridge with direct access to Main Street from the supported level.

The following proposal details the scope and related fees required to perform the referenced services.

Scope of Services

Our proposed scope of services is as follows:

Coordination

1. Conduct a virtual introductory meeting (project kick-off) with the Plymouth DDA to review the project objectives, including scope, deliverables, and schedule. An in-person meeting may be coordinated with our field investigation visit.
2. Establish the project team and standard communication procedures for the project.
3. Establish guidelines for field investigation to minimize interferences with parking operations.

Research

1. Review existing parking structure documentation, including original design drawings, previous engineering reports and 20-year plans, previous repair documents, etc.
2. Interview onsite personnel to help understand the history of the parking structure, if available.

Field Investigation

1. Perform a visual review of structural concrete elements to locate and quantify areas of deterioration.
2. Perform a chain drag (mechanical sounding) of representative areas at the supported slab to identify deterioration due to corrosion of steel reinforcement and to estimate the quantity of slab repairs required.
3. Review the effectiveness and remaining service life of joint sealants, expansion joints, traffic coatings, and other waterproofing elements.
4. Provide a visual review of other components and systems to identify the general condition, including:
 - a. Architectural systems, hardware, and components, such as railings, paint, doors, etc.

- b. Stair tower and pedestrian bridge for signs of deterioration.
 - c. Plumbing to determine the condition of floor drains and piping.
 - d. Floor slab drainage, including slope and ponding within the facility.
 - e. Electrical components and systems, such as exposed electrical conduit and light fixtures.
 - f. Asphalt pavement for signs of deterioration.
5. Review the performance of previous repairs, including waterproofing items still under warranty.
 6. Investigate the condition of an existing subsurface drainpipe from the catch basin at Front Street, including coordination with a qualified contractor for assistance. We have included a plumbing contractor allowance of \$2,000 based on pricing provided during the previous 2023 restoration project.
 7. Fishbeck will notify the Plymouth DDA of any critical findings that present a safety concern or require immediate attention.

Analysis and Reporting

1. Provide a letter summarizing any new developments in the structure's condition since the previous engineering report and/or any recommended repairs requiring immediate attention.
2. Prepare an itemized probable construction cost table summarizing any immediate recommended repairs prior to the restoration project planned for 2026 based on our research and field investigation. The cost table will include estimated quantities and unit rates for each recommended repair, preventative maintenance, and optional items.
3. Provide photographs of typical failures and deteriorations.
4. Meet virtually with the Plymouth DDA to review findings and recommendations.
5. Deliverables include a cover letter, construction cost table, and a photolog.

Schedule

We anticipate completing the field investigation within two weeks of receiving the signed agreement. The construction cost table with our recommendations will be provided within four weeks of the field investigation.

Professional Services Fees

We propose to provide the referenced scope of services for a fixed, lump sum fee of Nine Thousand Five Hundred Dollars (\$9,500). Travel expenses and plumbing contractor allowance are included in our proposed fee.

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Elyse Goudzwaard (egoudzwaard@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 269.547.8144 or jgrzeskowiak@fishbeck.com.

Sincerely,



Jeannette Grzeskowiak

Project Manager – Parking and Restoration

Attachments

By email

Professional Services Agreement

PROJECT NAME City of Plymouth Central Parking Structure – 2024 Evaluation
FISHBECK CONTACT Jeannette Grzeskowiak
CLIENT City of Plymouth Downtown Development Authority
CLIENT CONTACT Sam Plymale
ADDRESS 831 Penniman Avenue, Plymouth, MI 48170

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Professional Engineering Services

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- Terms and Conditions for Professional Services, attached.
- Proposal dated February 7, 2024
- Other:

METHOD OF COMPENSATION:

- Lump Sum for Defined Scope of Services
- Hourly Billing Rates plus Reimbursable Expenses
- Other:

Budget for Above Scope of Services: Nine Thousand Five Hundred Dollars (\$9,500)

ADDITIONAL PROVISIONS (IF ANY):

APPROVED FOR:

City of Plymouth Downtown Development Authority

BY: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

BY: _____

TITLE: _____

DATE: _____



Vice President

February 7, 2024

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck's negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

February 8, 2023
Project No. 220597

Sam Plymale
City of Plymouth Downtown Development Authority
831 Penniman Avenue
Plymouth, MI 48170

Proposal for Professional Engineering Services City of Plymouth Central Parking Structure – Structure Report

Fishbeck is pleased to provide this proposal for a lifespan and cost analysis investigation and report for the City of Plymouth Central Parking Structure. Below is our understanding of the project and scope of work.

Project Understanding

The two-level parking structure was constructed in 1983 and is located on Fleet Street in downtown Plymouth, Michigan. The structure consists of a slab-on-grade, one supported level of approximately 48,000 square feet, and a vehicular speed ramp. The structure utilizes a precast concrete structural system with a cast-in-place topping slab at the supported level. The structure features two stair towers and a pedestrian bridge with direct access to Main Street from the supported level.

Plymouth Downtown Development Authority (DDA) has requested a report from Fishbeck to review the existing conditions of the parking structure and the history of repairs performed and a report including projected maintenance cost analysis and estimated end of useful life projections.

Our proposal is based on the anticipated project timeline as shown below.

Scope of Services

We propose to provide engineering services with the following breakdown of services.

Task 1 – Review of Existing Conditions and Repair History

1. Review existing parking structure documentation, including original design drawings, previous engineering reports and twenty-year plan, previous repair documents, etc.
2. Review existing conditions based on the 2023 structure condition appraisal if a more recent condition appraisal is not available to incorporate. A proposal to perform a condition appraisal in 2024 has been provided separately.

Task 2 – Report Development & Presentation

1. Provide a brief report summarizing the projected life cycle cost analysis for the structure for the next 10 years comparing the relative anticipated maintenance costs for the structure over the service life of a new parking structure based on industry standards.
2. Review and present the report to the Plymouth DDA. Meeting attendance is assumed to be in-person.

Schedule

Our proposal is based on the anticipated project schedule as shown below.

Task/Description	Start Date	End Date
DDA Board Meeting	February 12, 2024	February 12, 2024
Report Development	February 12, 2024	March 15, 2024
Owner Review	March 18, 2024	March 20, 2024
Final Report Submittal	March 21, 2024	March 29, 2024

Professional Services Fees

We propose to provide the above services for a fixed, lump sum fee of Three Thousand Two Hundred Dollars (\$3,200). Travel expenses and contractor fees are included in our proposed fee.

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Elyse Goudzwaard (egoudzwaard@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 269.547.8144 or jgrzeskowiak@fishbeck.com.

Sincerely,



Jeannette Grzeskowiak

Project Manager – Parking and Restoration

Attachments

By email

Professional Services Agreement

PROJECT NAME City of Plymouth Central Parking Structure – Structure Report
FISHBECK CONTACT Jeannette Grzeskowiak
CLIENT City of Plymouth Downtown Development Authority
CLIENT CONTACT Sam Plydale
ADDRESS 831 Penniman Avenue, Plymouth, MI 48170

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Lifespan and Cost Analysis Investigation and Report

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- Terms and Conditions for Professional Services, attached.
- Proposal dated February 8, 2024
- Other:

METHOD OF COMPENSATION:

- Lump Sum for Defined Scope of Services
- Hourly Billing Rates plus Reimbursable Expenses
- Other:

Budget for Above Scope of Services: Three Thousand Two Hundred Dollars (\$3,200)

ADDITIONAL PROVISIONS (IF ANY):

APPROVED FOR:

City of Plymouth Downtown Development Authority

BY: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

BY:  _____

TITLE: Vice President

DATE: February 8, 2024

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck’s consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers’ compensation insurance for Client’s employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck’s consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck’s negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck’s performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney’s fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck’s reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client’s risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney’s fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck’s files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck’s computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck’s reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

RESOLUTION

*The following resolution was offered by Director _____ and
seconded by Director _____*

*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.



Administrative Recommendation

To: DDA Board
From: DDA Staff
CC: S:\DDA\Shared Files\DDA Board\DDA Agendas\DDA Agendas 2024\February2024
Date: 2/12/2024
Re: Liquor License Discussion

Background:

The City of Plymouth Liquor License Review Committee and the Plymouth City Commission are expected to conduct their annual liquor license review sometime in late winter to early spring. In previous years, the Downtown Development Authority Board has had a discussion and offered a recommendation on any potential changes to the City's Liquor License Cap in the DDA District. Ultimately, the City Commission has the final decision on whether to make changes to the current liquor control ordinance, including changes to the cap numbers. A copy of the applicable section of the ordinance is attached for your reference.

Currently, the City Ordinance provides for 18 liquor licenses within the DDA district and 12 outside the district for a total of 30 licenses throughout the City. The 30 licenses do not consider multi-licensed facilities such as Compari's (3), Ebenezer (2), and Arbor Brewing (2). There are currently no available licenses under the cap in the DDA district, or outside the DDA district within the City.

In October of 2022, the DDA recommended an expansion of the DDA to add two new licenses in the DDA District. The City Commission approved the recommendation. Highline Spirits and Thai House (formerly Thai Basil) acquired the new licenses. The City requires Special Land-Use/Site-Plan approval for any establishment looking to serve liquor by the glass.

DDA Staff reached out to Plymouth Police Chief Al Cox and asked about any potential concerns relating to the current status of the Liquor License Cap. Chief Cox indicated that things have gone relatively well in respect to the liquor establishments in the City in recent years. He did mention that there have been a few concerns with two establishments recently, but those have been dealt with directly with the owners of those establishments. Chief Cox says that although things have been going well, it only takes one bad operator to create major problems. Chief Cox urges City boards to proceed with great caution when considering a potential expansion of the cap.

Recommendation:

The City's Liquor License Review Committee and City Commission are expected to discuss the City Commission's cap on liquor licenses at an upcoming meeting. Staff recommends the DDA Board have a discussion and develop a consensus whether the liquor license cap in the DDA District should be kept intact, or if a specific number of licenses should be added. There are two sample resolutions attached for your consideration. Resolution A would recommend making no changes to the DDA liquor license cap. Resolution B would recommend raising the liquor license cap by a number of your choosing.

ARTICLE II. LICENSES AND PERMITS¹

Sec. 6-31. Short title.

This article shall be known and may be cited as the "Liquor Management Ordinance."

(Ord. No. 2010-01, 4-5-10)

Sec. 6-32. Statement of purpose.

- (a) The purpose of this article is to allow the city to establish and administer a policy for the issuance and transfer of liquor licenses and permits which allow the service by the glass of any alcohol (beer, wine, spirits) to be consumed on the premises, to provide for the enforcement of liquor laws, regulations and ordinances, and to manage the number of on-premises retail liquor licenses in the city.
- (b) This article shall also create the liquor license review committee (LLRC), which shall be composed of at least three members of the city commission. The purpose of the LLRC is to review applications and make recommendations to the city commission as required by this article.
- (c) It shall be the policy of the city to notify all known existing service by the glass also known as on-premises retail type liquor license holders of proposed changes in this article via first class mail at least ten business days in advance of the city commission acting on a change.

(Ord. No. 2010-01, 4-5-10)

Sec. 6-33. Licensing policy.

- (a) New licenses or liquor license permits, transfer of ownership of existing licenses, transfers into the city of new licenses, will be approved at the sole discretion of the city commission. This shall include liquor license permits proposed within the B-1, B-2, B-3, and ARC zoning districts within the city.
- (b) Within the B-2, central business district, as indicated on the city zoning map, the city shall have a cap or total of not more than 18 state standalone liquor licenses of any type of on-premises retail licenses that would allow for the service of any alcohol (beer, wine, spirits) by the glass or for consumption on premises of any establishment. This section would not apply to non-standalone state licenses.
- (c) Within the B-1, B-3 and ARC zoning districts within the city, as indicated on the city zoning map, the city shall have a cap or total of not more than 12 state stand alone liquor licenses of any type of on-premises retail licenses that would allow for the service of any alcohol (beer, wine, spirits) by the glass or for consumption on premises of any establishment. This section would not apply to non-stand alone state licenses.
- (d) The city commission shall not recommend to the state liquor control commission the approval of any on-premises retail liquor license in excess of 18 within the B-2 district as outlined here.

¹Editor's note(s)—Ord. No. 2010-01, adopted April 5, 2010, amended and restated former Art. II, §§ 6-31—6-42, in its entirety. Former Art. II pertained to similar subject matter and derived from Ord. No. 2003-4, §§ 1—12, adopted May 19, 2003.

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- (e) The city commission shall not recommend to the state liquor control commission the approval of any on-premises retail liquor license in excess of 12 within the B-1, B-3, and ARC districts as outlined here.
 - (f) The city shall conduct an annual review of all 30 on premises retail liquor licenses within B-1, B-2, B-3, and ARC zoning districts in accordance with the liquor management ordinance. This review shall be conducted by the local liquor license review committee and a recommendation shall be forwarded to the city commission.
 - (g) If the designation of a non-stand alone license changes to one of a stand alone license, no such license can be operated, sold or transferred in the city unless there is space available under the cap as defined in 6-33(b) and (c).

(Ord. No. 2003-4, 5-19-03; Ord. No. 2011-05, §§ 1, 2, 6-26-11; Ord. No. 17-04, 4-17-17 ; Ord. No. 18-03 , 3-5-18; Ord. No. 2022-03 , 11-21-22)

Sec. 6-34. Plan of operation required.

- (a) *Business operation.* All new requests for permits, requests for transfers of ownership of existing licenses or requests for transfers of licenses into the city of on-premises licensees shall operate in accordance with a plan of operation approved by the city commission.
- (b) *Plan of operation.* A plan of operation shall contain an operational statement outlining the proposed manner in which the establishment will be operated, including, but not limited to, the format, schedule of the hours of operation, crowd control, security, alcohol management, use of the facilities, parking provisions, plan for interior use and layout, and any other pertinent information as requested by the city or city's liquor license review committee (LLRC).
- (c) *Compliance.* Licensees shall comply with all applicable state and city regulations, this general policy, and a plan of operation as approved by the city commission. Any change to a plan of operation shall be approved by the city commission prior to implementation of the change by the licensee. Failure of such compliance or variance from an approved plan is a violation of this ordinance and may result in the city commission recommending to the Michigan Liquor Control Commission that the license be revoked or not renewed.

(Ord. No. 2010-01, 4-5-10)

Sec. 6-35. Review procedures.

Each applicant for a new license, the establishment of a new permit, the transfer into the city of a new license, or the transfer of an existing license shall make a request to the city in accordance with the following procedures:

- (1) *Application.* Each applicant must submit to the city clerk an application (on a form provided by the city), a plan of operation, plot plan of the site, a plan for interior use and exterior design, and the layout of any ancillary facilities. As part of the application, each applicant shall submit a written statement explaining in detail how their proposal meets the factors as listed in subsection 6-35(4).
- (2) *City departmental review.* Upon receipt of an application and plans, the city manager will refer same to the chief of police, fire chief, planning department, building department and other city officers or employees, who shall cause a thorough review and investigation, including, but not limited to a complete history of past business experience and liquor law violations, if any, to be made of the persons and/or premises which must meet or exceed codes. The applicant shall provide all requested information to, and fully cooperate with, all city departments requesting any and all additional relevant information. The findings resulting from such review and investigation shall be reported to the city manager, who then will report same to the LLRC and the city commission.

(3) *Public hearing/review.*

- a. *Hearing.* The city commission shall hold a public hearing upon a request for a new license, the establishment of a new permit, transfer of an existing license to new owners, or for the transfer of a new license into the city.
- b. *Notice.* Notice of all hearings shall be provided to all property owners, residents and voters, within 300 feet of the proposed establishment, all LCC Service by the Glass-On Premises retail license holders, the Chamber of Commerce, all neighborhood associations and the Plymouth-Canton Community Schools. The applicant shall pay the cost of such notice.
- c. *Appearance.* The applicant will be required to appear at the hearing before the LLRC committee or the city commission, and make a written and/or oral presentation concerning the request.
- d. *Recommendation.* The LLRC shall review and may recommend approval or disapproval of all requests to the city commission.

(4) *Review factors.* In reviewing a request for a new license or permits or transfers of ownership of existing licenses or transfers into the city of new on-premises licensees, the city commission or LLRC may consider and/or weigh the following factors:

- a. Conserve the expenditure of funds for public improvements and services to conform with the most advantageous uses of land, resources and property.
- b. Total number of similar licenses in the city.
- c. Input from residents and surrounding business owners.
- d. Impact of the establishment on surrounding businesses and neighborhoods.
- e. Whether a proposed licensed premise is part of a multi-use project with substantial new retail, office, or residential components. The size of the licensed premise relative to the overall project or development.
- f. Crowd control.
- g. Parking availability.
- h. Preservation or restoration of historic buildings.
- i. Locating in an underdeveloped area.
- j. Concentration of drinking establishments and impact on policing requirements.
- k. Policing requirements.
- l. Business history.
- m. Business experience.
- n. LCC violation history.
- o. Will facility be a sit down full service restaurant serving alcohol or other "bar only" type establishment.
- p. Will restaurant have a 70-percent—30-percent sales of food over alcohol
- q. Percent of floor area devoted to dining versus bar area.
- r. Size of bar area.
- s. Size of dance floor, if any.

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- t. Type or character of the establishment, e.g. dining, nightclub, hotel, dance club.
 - u. Overall benefit of the plan to the city.
 - v. Non-payment of taxes or other payment due to the city.
 - w. Any other factor(s) that may effect the health, safety and welfare or the best interests of the community.
- (5) *Approval.* If after a review by the LLRC, and/or a public hearing, the city commission is satisfied that the establishment or operation will provide a benefit to the city and constitute an asset to the community, it will adopt a resolution granting approval, subject to the satisfaction of any conditions stated in the resolution.
- a. *Building—Remodeling.* If the request involves a change to the physical size or layout of the establishment, when the applicant's building or remodeling is completed, it must meet all state and local regulations, and must comply with the representations made to the city commission and LLRC committee by the applicant. If such physical alteration is approved by the city commission and it is subsequently determined that the project was not substantially completed as required by the plans and specifications presented to the city, or in substantial compliance with representations made to the city, the city may recommend that the license be revoked or not be renewed for the following year.

(Ord. No. 2010-01, 4-5-10)

Sec. 6-36. Permits and transfer of ownership.

- (a) *Permits.* New requests for permits for dance, entertainment, or dance and entertainment shall be reviewed by the LLRC and approved in the sole discretion of the city commission after evaluation of the factors listed in subsection 6-35(4). The city will not consider requests for topless entertainment permits.
- (b) *Transfer of ownership.* Requests for transfer of ownership of existing licensed establishments shall be reviewed by the LLRC and approved or disapproved by the city commission. The city commission may hold a public hearing. If the continuation of an existing operation is contemplated, the applicant must present a plan that indicates that it will continue the existing operation as established. If there are proposed changes in the operations then the request for transfer of ownership shall be subject to the reviews outlined in subsection 6-35(4).
- (c) Any change in existing operations from a full service sit down restaurant that serves alcohol to an establishment that features primarily alcohol would be subject to a new review as outlined in subsection 6-35(4).

(Ord. No. 2003-4, §6, 5-19-03; Ord. No. 18-03 , 3-5-18)

Sec. 6-37. Annual license and permit review.

- (a) The city commission will undertake a review of any license or permit for the purpose of making a recommendation to the Michigan Liquor Control Commission regarding renewal of said license or permit. The commission shall consider whether a licensed establishment has been operated in a manner consistent with the provisions of this article and all other applicable laws, and regulations of the city and the State of Michigan.
- (b) Each year, the city manager shall cause an investigation to be made relative to each existing on-premises licensed establishment. The investigation shall include, but not be limited to, the following:

(Supp. No. 61)

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- (1) Licensee shall submit copies of current valid licenses from appropriate county, state or federal governments to insure authorization to serve food at the establishment.
 - (2) An inspection of the premises to determine whether the licensee is in compliance with the license itself, its approved site plan and if applicable its plan of operation, as well as any conditions imposed by the city or the Michigan Liquor Control Commission or representations made by the licensee at the time of issuance or transfer of the license.
 - (3) An inspection of city records to determine whether all taxes and other monies due the city are timely paid.
 - (4) An inspection of police files or other sources of information to determine whether any activity in connection with the licensed premise is in violation of the law, disturbs the public peace and tranquility, constitutes a nuisance, or contributes to the disruption of the normal activities of those in the neighborhood of the licensed premise.
 - (5) A review to determine the existence of any of the criteria as described in section 6-39.
 - (6) A review of the operation of the licensed establishment to determine whether the business is being operated in compliance with any and all representations that may have been made by the licensee to the city or the city commission.
- (c) *Recommendations from city departments.* Following receipt of a fully completed application, fees, and such other information as may be requested by the city, the city clerk shall forward the application to the police department, fire department, building department, treasurer's office, and such other departments as required by the city manager, which departments shall make their reviews and recommendations prior to consideration by the city commission. In conducting its review, the city may request other pertinent information from the licensee. The completed report shall be reviewed by the LLRC prior to being considered by the city commission.
- (d) The local liquor license review committee shall annually review and report to the city commission its recommendations to maintain, expand or delete the total number of allowable on-premises retail licenses for establishments that serve alcohol by the glass under a variety of State of Michigan Licenses, including but not limited to; Class C, Club, B Hotel, A Hotel, Tavern, Brewpub, Micro-brewer, Resort, DDA, Economic Development, winery or other type license.

(Ord. No. 2010-01, 4-5-10; Ord. No. 18-03 , 3-5-18)

Sec. 6-38. Revocation and non-renewal.

- (a) Each establishment within the city for which a liquor license or permit is granted shall be operated and maintained in accordance with all applicable laws and regulations of the City of Plymouth and the State of Michigan. Upon any violation of this article, the commission may, after notice and hearing, request the Michigan Liquor Control Commission to revoke such license and/or permit.
Upon any violation(s) of this article, the city will notify the licensee of the specific violation(s) and afford the licensee an opportunity to come into compliance with this article. Licensee must reach compliance in that time established by the city manager, but in no event more than ten days after notification to licensee by city of such violation. Absent compliance within that time established by the city manager, the city may hold the above mentioned hearing and request that the Michigan Liquor Control Commission not renew and/or revoke such license and/or permit.
- (b) Before filing any objection to renewal or request for revocation of a license or permit with the Michigan Liquor Control Commission, the city shall serve the licensee with notice and proceed in accordance with this

article, as amended. The city shall serve the licensee by first class mail mailed at least ten days prior to the hearing with notice of hearing, which notice shall contain, the following:

- (1) Date, time and place of hearing.
 - (2) Notice of the proposed action.
 - (3) Reasons for the proposed action.
 - (4) Names of witnesses known at the time who will testify.
 - (5) A statement that the licensee may present evidence or any testimony that may refute or respond to the claims of adverse witnesses.
 - (6) A statement requiring the licensee to notify the city attorney's office at least three days prior to the hearing date if they intend to contest the proposed action, and to provide the names of witnesses known at the time who will testify on their behalf.
- (c) Upon completion of the hearing, the city commission shall submit to the licensee and the Michigan Liquor Control Commission a written statement of its findings and determination.

(Ord. No. 2010-01, 4-5-10)

Sec. 6-39. Criteria for non-renewal or revocation.

- (a) The city commission may recommend non-renewal or revocation of a license or permit originally authorized on or after July 1, 2003 to the liquor control commission upon a determination based upon a preponderance of the evidence presented at the hearing that any of the following exists:
- (1) Failure to comply with all standards, plans or agreements entered into in consideration for the issuance, transfer or continuance of the license or permit, or failure to comply with all agreements or consent judgments entered into subsequent to the issuance of the license or permit.
 - (2) Failure to comply with an approved plan of operation and other plans, specifications, or representations made or submitted to the city by the licensee.
 - (3) Violations of the state liquor laws or regulations of the liquor control commission.
 - (4) Violations of state laws or local ordinances including, but not limited to those laws or ordinances concerning the public health, safety or public welfare.
 - (5) Maintenance of a nuisance upon or in connection with the licensed premises including, but not limited to, any of the following:
 - a. Failure to correct violations of building, electrical, mechanical, plumbing, zoning, health, fire or other applicable regulatory codes, to include the history thereof;
 - b. A pattern of patron conduct in the neighborhood of the licensed premises, which is a violation of the law and/or disturbs the peace, order and tranquility of the neighborhood; Including types of police, fire or medical services related to this operation.
 - c. Failure to maintain the grounds and exterior of the licensed premises, including litter, debris or refuse blowing or being deposited upon adjoining properties;
 - d. Entertainment on the premises or activity in connection with the licensed premises which by its nature causes, creates or contributes to disorder, disobedience to rules, ordinance or laws, or contributes to the disruption of normal activity of those in the neighborhood of the licensed premises.

-
- (6) Failure by the licensee to permit the inspection of the licensed premises by the city's agents or employees in connection with the enforcement of this article.
 - (7) Failure to pay taxes or make other payments due to the city in a timely manner.
- (b) The city commission may recommend non-renewal or revocation of a license or permit originally authorized to operate in the city on or before June 30, 2003 to the liquor control commission upon a determination based upon a preponderance of the evidence presented at the hearing that any of the following exists:
- (1) Violations of the state liquor laws or regulations of the liquor control commission.
 - (2) Violations of state laws or local ordinances including, but not limited to those laws or ordinances concerning the public health, safety or public welfare.
 - (3) Maintenance of a nuisance upon or in connection with the licensed premises including, but not limited to, any of the following:
 - a. Failure to correct violations of building, electrical, mechanical, plumbing, zoning, health, fire, property maintenance or other applicable regulatory codes, to include the history thereof;
 - b. A pattern of patron conduct in the neighborhood of the licensed premises, which is a violation of the law and/or disturbs the peace, order and tranquility of the neighborhood;
 - c. Failure to maintain the grounds and exterior of the licensed premises, including litter, debris or refuse blowing or being deposited upon adjoining properties;
 - d. Entertainment on the premises or activity in connection with the licensed premises which by its nature causes, creates or contributes to disorder, disobedience to rules, ordinance or laws, or contributes to the disruption of normal activity of those in the neighborhood of the licensed premises.
 - (4) Failure by the licensee to permit the inspection of the licensed premises by the city's agents or employees in connection with the enforcement of this article.
 - (5) Failure to pay taxes or make other payments due to the city in a timely manner.

(Ord. No. 2010-01, 4-5-10)

Sec. 6-40. Capacity limits.

The total capacity of each room of a licensed establishment shall be established and determined by the appropriate fire and building safety codes.

(Ord. No. 2010-01, 4-5-10)

Sec. 6-41. Termination of escrowed licenses.

The city commission may, through resolution, request that the Michigan Liquor Control Commission terminate an on-premises license that has been placed in escrow for more than one (1) year after its expiration.

(Ord. No. 2010-01, 4-5-10)

Sec. 6-42. Fees.

Each applicant for a new license or permit, for transfer of an existing license or permit, for expansion of an existing establishment, and for renewal of an existing license or permit shall pay a non-refundable application

(Supp. No. 61)

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investigation fee. Each applicant for renewal of a license that was originally established on or before June 30, 2003 shall be exempt from annual renewal fees; all others shall pay an annual review fee. Such fees will be in addition to any fee required by the liquor control commission and shall be set by a city commission resolution.

(Ord. No. 2010-01, 4-5-10)

RESOLUTION A

Liquor License Cap Recommendation

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

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 THEREFOR 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 approval from the City Commission.

RESOLUTION B

Liquor License Cap Recommendation

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

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 THEREFOR BE IT RESOLVED THAT the Downtown Development Board of Directors recommends the liquor license cap in the downtown district under the Liquor License Management Ordinance be raised by _____. The cap would in the downtown district as defined in the Liquor Management Ordinance would now have _____ potential licenses under this recommendation pending approval from the City Commission.



Administrative Memorandum

City of Plymouth
201 S. Main
Plymouth, Michigan 48170

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

To: Downtown Development Authority Board
From: Greta Bolhuis, AICP, Planning and Community Development Director
Date: February 7, 2024
Re: Planning Commission Request for Input

As you may be aware, the City of Plymouth Planning Commission is currently reviewing the city's master plan. The city's master plan is a document that details desired development throughout the city. The city is required to review the master plan document every five years, per State Law. The key elements of the current master plan are public input, goals, future land use plan, transportation, and implementation.

There are multiple sections of the master plan that include or pertain to future development located in or surrounding the DDA area. The Planning Commission would like the DDA to review these sections and suggest any necessary changes. A document containing all the relevant master plan content is attached for your consideration. We look forward to discussing your thoughts and feedback including questions and concerns at the meeting on Monday.

The Planning Commission is aware that the DDA is presently engaged in an update to the DDA Strategic Plan. Once the plan is adopted by the DDA Board, it is anticipated that the DDA Director and/or representative(s) of the DDA Board will present it to the Planning Commission. It will then be included in the master plan's DDA sub area plan.

Near the conclusion of the master plan update (anticipated Q4 2024), the Planning Commission and/or Community Development staff will return to the DDA Board to engage in a discussion about implementation of the plan. This section of the master plan outlines how the city will execute the changes outlined in the plan. It also sets a priority list for tasks requiring accomplishment.

We look forward to your feedback. Should you have any questions, please don't hesitate to contact me directly.



CITY OF PLYMOUTH

201 S. Main
Plymouth, MI 48170

www.plymouthmi.gov

Phone 734-453-1234
Fax 734-453-1892

City of Plymouth Planning Commission Request for Input

The Planning Commission (PC) is currently in the process of updating the Master Plan (MP) and is requesting that the Downtown Development Authority (DDA) to review relevant sections and provide input. Input is requested based on conditions which have changed and any other comments or amendments that may be necessary. The entire MP can be viewed on the city website, but relevant sections are listed here for your convenience. Chapter 6 Implementation is excluded at this time and will be addressed once all other revisions are complete. It is anticipated that the implementation section of the MP will be brought to the DDA for consideration. The PC understands that the DDA is in the process of updating the DDA Strategic Plan which will be provided to the PC upon its completion for inclusion in the revision.

CHAPTER 1 INTRODUCTION

This chapter includes the following description of the responsibilities of the DDA.

Downtown Development Authority (DDA)

The City of Plymouth has also instituted a Downtown Development Authority (enabled through the Downtown Development Authority Act, PA 197 of 1975). DDAs are designed to be a catalyst in the development of a community's downtown district. They provide for a variety of funding options to be used to fund public improvements in the downtown district. These improvements not only benefit residents and visitors, but also help create a favorable environment for businesses to thrive. The DDA does not have any authority to review development proposals on private property.

CHAPTER 4 FUTURE LAND USE PLAN

This chapter includes the following description of future land use for the area that encompasses the current DDA district:

Central Business - Retail

The Central Business-Retail district (CBD) land use designation provides the central gathering place and commercial area of the City, accommodating pedestrian access to local businesses, restaurants, and entertainment, as well as office and upper-level residential uses. It serves the retail, office, convenience, and service needs for the entire City. The CBD promotes uses which provide

convenient pedestrian shopping and services along a continuous retail frontage. In addition, it provides opportunities for upper-level residential uses, which should be provided at a density of up to 18-27 dwelling units per acre. Most of the CBD area is served by centralized parking under the City's control. The CBD area also coincides with the City of Plymouth Downtown Development Authority.

CHAPTER 5 SUB-AREA PLANS

The sub-area plans provide details on how specific areas of the city could be developed in the future. The following sections of the Downtown Sub Area Plan are provided for review by the DDA. The Downtown Sub Area Plan includes the DDA Strategic plan, which as stated above can be provided to the PC upon its completion.

Downtown Sub Area Plan

PLANNING FRAMEWORK & LAND USE

- The City of Plymouth's Downtown is a vibrant, pedestrian-friendly Environment characterized by an attractive collection of retail shops, restaurants, offices, residences, parks, and public amenities
- The continued growth and development of downtown Plymouth is enhanced by development policies which foster this long range vision.
- Land use policies for the downtown encourage a mix of land uses, including retail, restaurant, office, residential, Park and public uses. This mix of uses is supported by the B-2 zoning district classification.
- Land uses which promote the interface of building occupants and public areas are encouraged. This includes outdoor cafes and attractive retail window displays

FORM & SITE DESIGN

- To encourage development which reinforces pedestrian activity along streets, building fronts shall be placed at the street right-of-way line or no more than 12 feet back from the right-of-way.
- Building architecture should be compatible with sidewalk areas and provide an attractive interface between building and pedestrians. Quality architecture shall be emphasized with generous window areas, building recesses, and architectural details.
- Architectural interest should be provided through the use of color, texture, and materials, with specific details for primary building entrances.

STREETSCAPES & PUBLIC SPACES

- The DDA has identified long-term improvement projects to the downtown. These include brick paver upgrades, traffic signal mast arms, landscaping, and general improvements.
- Kellogg Park is a main downtown Plymouth attraction. The City should manage the park in a manner which complements nearby businesses, promotes community activities and festivals, and maintains park quality.

- The City should promote plazas open to the public, outdoor cafes and pedestrian areas which provide attractive green space and pedestrian amenities.
- The City should maintain and enhance its quality streetscape and public sidewalk areas. Permeable brick pavers, landscaping, lighting, public art, street furniture and attractive signage are important components of the downtown ambiance.

PARKING & CIRCULATION

- The City and DDA should continue improvements of the central parking deck and acquire additional public parking at strategic locations.
- New parking lots and structures must make a positive contribution to the street edge and pedestrian areas.
- Where possible, surface parking areas should be screened with perimeter landscaping, knee walls, or ornamental fencing.
- Public parking areas should be connected to the central business areas through well-maintained sidewalks and pedestrian passageways.
- If new parking structures are developed, the City should integrate retail buildings and pedestrian amenities within the structure.
- The City should maintain an attractive wayfinding system which easily identifies public parking, shopping, and community facilities.

While the MP is being updated to reflect learnings over the past 5 years and the results from the 2023 audit of zoning ordinances, much of the plan is still relevant to today's conditions. While we do not expect any major changes to be recommended, it is imperative that we consider the interests of all parties. We provided the above sections of the MP to be efficient in our request; however, the DDA should feel free to provide input on any of the other chapters as well.

The PC will be conducting a public engagement session that will provide an additional opportunity for input from the community that we hope the DDA will attend as well.

The PC values your input and appreciates your support.

City of Plymouth

2022-2026 Strategic Plan with 2024 One-Year Tasks

Goal Area One – Sustainable Infrastructure

Key Objectives

- Identify and establish sustainable financial model(s) for major capital projects, Old Village business district, 35th District Court, recreation department, and public safety
- 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
- Partner with or become members of additional environmentally aware organizations
- Increase technology infrastructure into city assets, services, and policies
- Continue sustainable infrastructure improvement for utilities, facilities, and fleet
- Address changing vehicular habits, including paid parking system /parking deck replacement plan, electric vehicle (EV) charging stations, and one-way street options

One-Year Tasks

1. Determine direction for Old Village Tax Increment Financing (TIF) District
2. Create asset management plan for city facilities
3. Seek additional, supplemental government funding
4. Explore and identify community legacy funding opportunities
5. Plan and strategize for potential recreational millage proposal
6. Implement 2024 construction projects and plan for 2025 projects
7. Prepare & complete bond sale for road infrastructure projects
8. Receive International City/County Management Association (ICMA) fire study and implement suggestions as warranted
9. Pursue electrical upgrade in Old Village for special event purposes
10. Complete parking deck engineering review
11. Continue Michigan Green Communities Challenge (MGCC) – maintain bronze level and seek opportunities for advancement to silver
12. Target citywide bike rack installation in high-traffic areas
13. Review opportunities for additional parking spaces
14. Install EV chargers at Plymouth Cultural Center (PCC)
15. Monitor utilization of current EV chargers
16. Plan/budget for mausoleum repair project at Riverside Cemetery
17. Complete water meter upgrade program

Goal Area Two – Staff Development, Training, and Succession

Key Objectives

- Create policies and programs that support staff recruitment/retention, including a coordinated recruitment program, flexible scheduling, and an internship program
- Increase staff levels to appropriately support city services and departments
- Provide staff/board/volunteer trainings and programming with a focus on improving understanding on issues of diversity, equity, and inclusion and emphasizing working with and serving diverse communities

One-Year Tasks

1. Continue staff development and succession planning
2. Maintain staffing levels
3. Update five-year staffing projections
4. Continue diversity, equity, and inclusion (DEI) training opportunities
5. Review opportunities for supplemental staffing – interns/volunteers

Goal Area Three – Community Connectivity

Key Objectives

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

One-Year Tasks

1. Host Coffee with Commissioners
2. Continue police community outreach programs - including Coffee with a Cop
3. Provide for two Citizens Academy programs
4. Develop communication/marketing/branding plan
5. Increase social media engagement
6. Implement new Short Message/Messaging Service (SMS) and email system
7. Schedule a minimum of four Committee of the Whole (COW) meetings
8. Review and adopt citywide public participation plan
9. City Commission to initiate Know Your Neighbor style programs
10. Craft a standardized onboarding program for appointed boards and commissions

Goal Area Four - Attractive, Livable Community

Key Objectives

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

One-Year Tasks

1. Continue pursuit of RRC “Certified” status, from current “Essentials” status
2. Adopt the master plan
3. Complete legal review of noise ordinance and increase public education
4. Continue implementation of Kellogg Park and Downtown Development Authority (DDA) master plan(s)
5. Begin development of a DDA streetscape improvement plan
6. Review opportunities for additional parks and facilities
7. Consider feasibility of social district(s) in Old Village
8. Develop partnership plan for multi-modal access to Hines Dr.
9. Review and update special event policy
10. Complete legal review of potential marihuana ordinance(s)
11. Complete generator ordinance
12. Continue process of upgrading Tonquish Creek Nature Walk