



Plymouth Downtown Development Authority Meeting Agenda

March 10, 2025 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/86327899118>

Passcode:649452

Webinar ID: 863 2789 9118

1) CALL TO ORDER

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

2) CITIZENS COMMENTS

3) APPROVAL OF AGENDA

4) APPROVAL OF MEETING MINUTES

A. February 10, 2025 Regular Meeting Minutes

5) BOARD COMMENTS

6) OLD BUSINESS

A. Five-Year Strategic Action Plan Status Update

7) NEW BUSINESS

**A. 2025 and 2026 Central Parking Deck Engineering Review
B. Concert Vendor Policy**

8) REPORTS AND CORRESPONDENCE

A. LLRC Liquor License Cap Recommendation

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, February 10, 2025- 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, Shannon Perry, Ed Saenz, and Paul Salloum

Excused: Members Brian Harris and Dan Johnson, and Vice Chair Richard Matsu

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

2. CITIZENS COMMENTS

There were no citizen comments.

3. APPROVAL OF AGENDA

Saenz offered a motion, seconded by Perry, to approve the agenda for Monday, February 10, 2025.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

4. APPROVAL OF MEETING MINUTES

Saenz offered a motion, seconded by Perry, to approve the minutes of the January 13, 2025 regular meeting.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

5. BOARD COMMENTS

Elliott thanked all who organized the Ice Fest.

Pollard also commented on the Ice Fest and said the bingo game brought new potential customers to her business.

6. OLD BUSINESS

a. Five Year Strategic Plan Update

Plymale gave an update on the Central Parking Deck engineering review and valet parking. He said he was working on securing sponsorships for this year's Music in the Air.

7. NEW BUSINESS

a. Phase Three Plymouth Art Walk

The following resolution was offered by Deal and seconded by Perry.

WHEREAS The current DDA Five-Year Strategic Action Plan calls for ‘Implement More Art Projects in the DDA’, and

WHEREAS The Plymouth DDA has partnered with Tony Roko’s Art Foundation on the first two successful phases of the Plymouth Art Walk, and

WHEREAS The Plymouth DDA has partnered with the Plymouth Community Arts Council on past art projects in the downtown area with great success, and

WHEREAS DDA staff has agreed with the Plymouth Community Arts Council on a 50/50 cost share to cover the \$50,000 of a third phase of the Plymouth Art Walk, with the DDA to be responsible for \$25,000, and

WHEREAS DDA staff, PCAC staff and Tony Roko have agreed the third phase will be eight Plymouth-themed paintings that will be installed along Penniman on the UBS building, The Gathering Pavilion and the Penn Theatre, and

WHEREAS Approval of this funding is contingent upon approvals from the Plymouth Community Arts Council and the City of Plymouth Historic District Commission.

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth Downtown Development Authority Board of Directors does hereby approve \$25,000 for a third phase of the Plymouth Art Walk. The total cost of the project is \$50,000 and the DDA will enter into a 50/50 cost share agreement with the Plymouth Community Arts Council. DDA funds will be allocated from the 2025-26 fiscal year budget. This approval is contingent upon project approvals from the Plymouth Community Arts Council board of directors and the City of Plymouth Historic District Commission.

Karen Sisolak, 939 Penniman, thanked Tony Roko for agreeing to provide ongoing maintenance. Artist Tony Roko thanked the city for supporting the project.

Lisa Howard, Plymouth Community Arts Council, said her organization’s share of the cost would come from a Wilcox Foundation donation.

Board members commented on the positive cooperative nature of the program.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

b. Liquor License Discussion

The following resolution was offered by Elliott and seconded by Saenz.

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

WHEREAS The Plymouth Downtown District currently allows for 18 licenses under the current cap, and

WHEREAS The DDA Board annually discusses any potential changes to the DDA liquor license cap.

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

There was a discussion about the origin of and reason for the cap. It was suggested that keeping the status quo would encourage other types of businesses in the DDA. The need for more parking spaces for additional bars or restaurants was also mentioned. Buzuvis said several businesses had expressed interest in receiving a license if it was available.

Ron Picard, 1373 Sheridan, expressed his opinion on the matter.

There was a roll call vote.

YES: Salloum, Saenz, Elliott

NO: Perry, Frey, Deal, Pollard

MOTION FAILED 3-4

The following resolution was offered by Deal and seconded by Perry.

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

WHEREAS The Plymouth Downtown District currently allows for 18 licenses under the current cap, and

WHEREAS The DDA Board annually discusses any potential changes to the DDA liquor license cap.

NOW THEREFORE BE IT RESOLVED THAT the Downtown Development Board of Directors recommends the liquor license cap in the downtown district under the Liquor License Management Ordinance be raised by one. The cap in the downtown district as defined in the Liquor Management Ordinance would now have 19 potential licenses under this recommendation pending approval from the City Commission.

Karen Sisolak, 939 Penniman, asked for clarification of the process of being granted a liquor license.

Buzuvis explained that the process generally includes purchasing one from someone in Wayne County, going through the application process with the State of Michigan, then receiving approval from the city's liquor license review board. He emphasized that the city does not pick and choose who gets a license, but that the first to provide approval from the state would be first to receive one.

Pete Mundt, 643 N. Harvey, asked whether more liquor serving establishments could increase the cost of police presence to the DDA.

Plymale said it was possible but not probable.

It was suggested that adding licenses could devalue the existing ones and hurt the businesses who have them.

There was a roll call vote.

YES: Saenz, Perry, Frey, Deal, Pollard

NO: Salloum, Elliott

MOTION PASSED 5-2

8. REPORTS AND CORRESPONDENCE

There were no reports or correspondence.

9. ADJOURNMENT

Perry offered a motion, seconded by Saenz, to adjourn the meeting at 8:16 p.m.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

Goal	Task	Responsible Party	Timeframe	Status Update (03/10/2025)
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Enhance DDA District Aesthetics & Function</p>	<p>**Top Priority** Prepare a Streetscape Improvement Plan With the Following Goals:</p> <ol style="list-style-type: none"> 1. Use DDA Infrastructure Plan as a framework to build on. 2. Enhance aesthetics, function and activating spaces, using industry best practices. 3. Make landscaping consistent across the DDA. 4. Revamp trees, planters, brick pavers. 5. Evaluate patio/outdoor dining opportunities. 6. Review opportunities to maximize and increase sidewalk areas/pedestrian/commerce opportunities to improve pedestrian safety. 7. Develop plan for additional bike racks in the City. 8. Design potential enclosure ideas for The Gathering. <p>(Note: This project will overlap other DDA goals.)</p>	<p>DDA Staff/ DDA Board</p>	<p>Short to Long-term</p>	<p>DDA Staff continuing work on RFP for streetscape design and community engagement. DDA working with DMS to identify anticipated infrastructure projects. DDA hopes for RFP to be ready by spring of 2025. City arborist has indicated that some DDA street trees are showing signs of disease, and may have to be removed prior to streetscape update.</p> <p>New memorial benches being installed late March/early April.</p> <p>Patio dining season is April 1st to November 1st.</p> <p>DDA staff to reach out to volunteers for Adopt-a-Planter program in April. Both watering laborers from last year back for 2025 season.</p> <p>Fleet Street trash contract expected to be brought to DDA Board in April.</p>
	<p>**Top Priority** Create Proactive Community Engagement Plan to educate residents and business owners about the Streetscape Improvement Plan project.</p> <ol style="list-style-type: none"> 1. Gather community input. 2. Educate downtown stakeholders of plan. 			

Red Text = DDA Related Items from City Commission 2025 City-Wide One-Year Tasks

	<p>Improve the Condition of Existing Lots by:</p> <ol style="list-style-type: none"> 1. **Top Priority** Resurface the existing lots that are in need. 2. Prepare a plan to reconstruct/replace the Central Parking Structure. 3. Complete Central Parking Deck engineering review for 2026 major renovation 	<p>City Commission/ DDA Board</p>	<p>Short-term</p>	<p>Engineer scheduled to conduct annual Central Parking Deck review in March for both 2025 maintenance and 2026 planned major renovation. DDA Board to see engineering approval at March meeting. Parking Deck Engineer presented Life Cycle Analysis Report at May 2024 DDA Meeting. Report indicates an approximate 20 year additional lifespan with regular maintenance.</p>
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Goal	Task	Responsible Party	Timeframe	Status Update (03/10/2025)
Improve Parking	<p>Maximize the Number of Parking Spaces by:</p> <ol style="list-style-type: none"> **Top Priority** Re-assess parking desires of parking patrons/users via user input, needs study, or other methods. Work with the Planning Commission and businesses. Work with property owners of private lots to optimize layout, number of spaces, and increase efficiency/capacity. Analyze more efficient parking space design (Pull-in vs. parallel vs. angled, etc.). Work with Planning Commission to review approach to businesses providing parking. Look for more collective approach. 	City Commission/ Planning Commission/ DDA Board/ DDA Staff	Short to Mid-term	City Commission approved new Valet Parking policy. The Ledger has been approved to participate in valet parking. Total cars parked: 1,586. (Nov-553, Dec-373, Jan-660) In January, 41.25 cars per day.
	<p>Other</p> <ol style="list-style-type: none"> Incorporate electric vehicle (EV) charging stations. 	DDA Staff/ DDA Board	Short to Long-term	Current EVs at Saxton's lot are getting regular use, 6.33 uses per day, generated \$2,830 YTD (2025). Potential to add more during streetscape upgrade.

Red Text = DDA Related Items from City Commission 2025 City-Wide One-Year Tasks

Improve Pedestrian Safety (Coordinate with Streetscape Improvement Plan)	<p>**Top Priority** Create Consistent Approach to Determining Pedestrian Crossing Facilities.</p> <ol style="list-style-type: none"> Complete 2025 Infrastructure Program and reach decision/direction on push button usage in the DDA. 	City Commission/ DDA Board	Short-term	Signals have been altered with automatic pedestrian signal activation at this time. At 1/13/25 meeting, DDA Board recommended that City Commission move forward with the Main/Church intersection project without engineer recommended push button signals.
	<p>**Top Priority** Prepare Plan to Address Tree issues, including:</p> <ol style="list-style-type: none"> Develop tree replacement plan. Tree grates or alternative surfacing around trees. 	DDA Staff	Short-term	Tree replacement and subsequent addition of tree grates to be addressed during Streetscape Planning.
	<p>Other</p> <ol style="list-style-type: none"> Ensure consistent sidewalk trim/brick work throughout the DDA. Implement vehicle management features that slow cars, reduce traffic, etc. Address uneven sidewalk pavement. Develop a plan to activate alleys and sidewalks. Eliminate obstacles on sidewalks and pedestrian crossings (such as light poles, planters, etc.). Design, purchase, and install street security bollards at minimum of two downtown locations and Cultural Center main entrance. 	City Commission/ DDA Board/ DDA Staff	Short-to Long-term	Many downtown sidewalk areas/brickscape areas were fixed in September of 2024. Contractor shaved uneven downtown sidewalks in summer of 2024. Minor brick repair early Spring 2025.

Goal	Task	Responsible Party	Timeframe	Status Update (03/10/2025)
Kellogg Park (Coordinate with Streetscape Improvement Plan)	**Top Priority** Address Turf Issues by: 1. Explore natural/synthetic alternatives to turf grass. 2. Look into better turf management.	DDA Staff/ DDA Board	Short-term	DDA staff to explore hiring an agronomist or turf expert to complete study in 2025.
	Create brick pathways that are consistent with the downtown in Kellogg Park.	DDA Staff/ DDA Board	Short-term	
	Other 1. Update the Kellogg Park landscape plan. 2. Evaluate health of existing trees. 3. Incorporate East Penniman, or use of this street, into Kellogg Park functions. 4. Add security cameras.	City Commission/ DDA Board	Short to Long-term	City Arborist has indicated that the Kellogg Park holiday tree is in declining health. Replacement options are being considered for early 2025. Big holiday tree being replaced Spring 2025. Kellogg Park security cameras are up and running as of August 2024.

Red Text = DDA Related Items from City Commission 2025 City-Wide One-Year Tasks

Support Businesses	**Top Priority** Evaluate public Wi-Fi in DTP.	City Commission/ DDA Board	Short-term	DDA staff to work with City IT department to reach out to internet providers in 2025.
	Support Business Goals Through: 1. Continue community events. 2. Quantify value of proposed CC & DDA improvements to businesses. 3. Encourage business involvement in DDA programs. 4. Use Redevelopment Ready Communities program as a guide to market vacant properties. 5. Implement programming to create connections to other parts of the community. 6. Obtain sponsorships for DDA Music in the Air concert events, DDA banners, bandshell banners, and park/playground.	DDA Staff/ DDA Board	Short to Long-term	50% of Music in the Air concert sponsorships committed for 2025. New bandshell on site at DMS yard, 1st crew to be trained March. AM Rotary to sponsor new veterans light pole banner program, Noon Rotary looking at new club banners in 2025. Business updates, events, available properties continue to be featured in monthly eNewsletter, print calendar, window slideshow. DDA website "business cards" updated, business directory is being updated. DDA board made recommendation to raise liquor license cap by 1. LLRC made recommendation to remove cap City wide. City Commission action expected in April. DDA staff has finalized vendor roster for Spring Artisan Market.

Goal	Task	Responsible Party	Timeframe	Status Update (03/10/2025)
Other	<p>Implement More Art Projects in the DDA, such as:</p> <ol style="list-style-type: none"> Invisible paint that appears when it rains, with messages such as "Thank you for shopping Downtown Plymouth." Add more street art/painted artwork. Participate in Phase III of Plymouth Art Walk 	DDA Staff/ DDA Board	Short to Long-term	DDA Board approved funding match of \$25K with PCAC for Phase III of Plymouth Art Walk at February meeting. HDC approved Phase III at March meeting.

Red Text = DDA Related Items from City Commission 2025 City-Wide One-Year Tasks

D o w n t o w n
PLYMOUTH

Not Just a Walk in the Park

831 Penniman Ave. Plymouth MI 48170

Ph: 734.455.1453 Fax: 734.459.5792

ADMINISTRATIVE RECOMMENDATION

To: DDA Board
From: DDA Staff
CC: S:\DDA\Shared Files\DDA Board\DDA Agendas\DDA Agendas 2025\March2025
Date: 3/7/2025
Re: 2025 and 2026 Central Parking Deck Engineering Review

BACKGROUND:

The Downtown Development Authority is responsible for the annual and long-term maintenance of the Central Parking Deck, including all scheduled and emergency repairs. Every three years or so, a significant restoration project is 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 the last few maintenance and renovation projects on the deck.

In recent years, DDA staff worked with Fishbeck to conduct an annual inspection of the Central Parking Deck in early spring as the winter months traditionally have the biggest impact on the deck due to winter storms and freeze-thaw cycles. As we are scheduled for a major renovation in 2026, DDA staff has identified an opportunity to begin planning for the major renovation while doing the annual inspection in 2025.

DDA staff would like to schedule construction for the anticipated 2026 major renovation as early as possible in 2026 to avoid disruption to our busy event season. To accomplish this desired timeline, it will be important to have all inspections completed prior to the end of the 2025 calendar year so the bidding process can commence in late 2025 and early 2026.

Fishbeck engineer Jeannette Grzeskowiak has prepared a proposal that covers two inspections: 1) an early spring 2025 inspection which includes a repairs assessment for 2025 and a preliminary assessment for the 2026 major renovation, and 2) a fall 2025 follow up inspection to make final preparations for the 2026 major renovation. The total cost of both inspections is \$13,500.

RECOMMENDATION:

DDA staff is recommending the approval of the 2025-2026 Proposal for Professional Engineering Services for the City of Plymouth Central Parking Structure. The services will include both repair needs assessment for 2025 and planning assessments for the anticipated 2026 major renovation project. The cost of the attached engineering services is \$13,500.

March 3, 2025
Project No. 240944

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 – 2025 & 2026 Evaluations

Fishbeck is pleased to provide this proposal to evaluate the City of Plymouth Central Parking Structure. We understand that 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 life-safety, structural, and moisture infiltration repairs.

In concert with the efforts above, we will perform an initial overall parking structure evaluation for the 2026 restoration project. A second review, included within this scope of services, will be performed later this year to finalize and update repair quantities prior to release of bid documents.

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 20-year plans, previous repair documents, warranties, 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. 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 evaluation and any recommended repairs requiring immediate attention in 2025.
2. Prepare an itemized probable construction cost table summarizing any immediate recommended repairs prior to the restoration project planned for 2026. The cost table will include estimated quantities and unit rates for each recommended repair.
3. Prepare an itemized probable construction cost table summarizing recommended repairs for 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.
4. Update the 20-year cost table for maintenance and repairs for the structure.
5. Provide photographs of typical failures and deteriorations.
6. Meet virtually with the Plymouth DDA to review findings and recommendations.
7. Deliverables include:
 - a. Initial Evaluation: Cover letter, construction cost table, and a photolog.
 - b. Second Evaluation: Cover letter, construction cost table, and a concise photolog.
 - c. Updated 20-year cost table for maintenance and repairs for the structure.

Schedule

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

Professional Services Fees

We propose to provide the referenced scope of services for a fixed, lump sum fee of Thirteen Thousand Five Hundred Dollars (\$13,500). Travel expenses are included in our proposed fee.

Sam Plymale
March 3, 2025

Fishbeck | Page 3

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 – 2025 Evaluation
FISHBECK CONTACT: Jeannette Grzeskowiak
CLIENT CONTACT: Sam Plydale
CLIENT: City of Plymouth Downtown Development Authority, 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
- Proposal Dated: March 3, 2025
- Other:

METHOD OF COMPENSATION:

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

Budget for Above Scope of Services: Thirteen Thousand Five Hundred Dollars (\$13,500)

ADDITIONAL PROVISIONS (IF ANY):

APPROVED FOR:

City of Plymouth Downtown Development Authority

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

SIGNATURE:  _____

NAME: Joshua Rozeboom, PE

TITLE: Vice President

DATE: March 3, 2025

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 of authorization, these Terms and Conditions shall prevail as the basis of Client's Agreement with 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 requirements, criteria, data, and information 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 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.** Client shall reimburse Fishbeck for costs incurred on or directly for Client's Project. Reimbursements shall be at Fishbeck's current rate for mileage for 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 or estimates provided by Fishbeck as to probable construction costs or total project costs will be based on Fishbeck's experience, judgment, qualifications, and general familiarity with the construction industry. Because Fishbeck has no control over market conditions or bidding procedures, Fishbeck does not warrant that actual bids, construction costs, or total project costs will not vary from Fishbeck's opinions or estimates.
6. **PROFESSIONAL STANDARDS.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of the subject professional discipline practicing under similar circumstances at the same time and in the same locality. Fishbeck may use or rely upon design elements and information customarily provided by others. 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 performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a reasonable termination charge for services and costs attributable to termination and costs 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 monthly, and will be due and payable upon receipt, unless otherwise agreed. Amounts not paid within 28 days from date of invoice shall accrue interest at a rate of 1 percent per 4-week period. Payments made thereafter will be applied first to accrued interest, and then to unpaid principal. 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 indemnify and hold Client harmless from any third party claim, damage, or liability for injury or loss sustained by any third party, for which Client is legally obligated to pay, to the extent caused by Fishbeck's negligence. Client will defend, indemnify, and hold Fishbeck harmless from any claim, damage, liability, or defense cost arising from this Agreement for injury or loss sustained by any third party except to the extent caused by the negligence of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** To the fullest extent permitted by law, Client and Fishbeck waive special, incidental, indirect, and consequential damages for claims arising out of, resulting from, or in any way relating to this Agreement or the Project, including, but not limited to, loss of business, use, income, profit, financing, productivity, and reputation.
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's 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, and Client shall defend, indemnify, and hold Fishbeck harmless 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 will be transmitted to Client in either hard copy, digital, or both formats. If a discrepancy or conflict with the transmitted version occurs, 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 may 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 exclusively by the laws of the State of Michigan, and any action arising out of or in connection with Agreement shall occur in the state or federal courts located in Grand Rapids, Michigan.

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 need for a major renovation project on the Central Parking Deck is
anticipated for the 2026 calendar year, 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 2025 and 2026 engineering inspections for \$13,500. Funds will be
drawn from Acct. No. 494.261.977.813.



Not Just a Walk in the Park

831 Penniman Ave. Plymouth MI 48170

Ph: 734.455.1453 dda@plymouthmi.gov

Administrative Recommendation

To: DDA Board
From: DDA Staff
CC: S:\DDA\Shared Files\DDA Board\DDA Agendas\DDA\March2025\March
Date: 3/10/2025
Re: Music in the Air Concert Vendor Policy Update

BACKGROUND:

The Plymouth Downtown Development Authority Board approved the original Music in the Air concert vendor policy back in June of 2007. Although refreshments were served at the concert prior to the approval of this policy, the DDA Board wanted to have a set of specific guidelines as DDA staff began to get many requests from interested vendors.

DDA staff believes the policy has worked well over the past 18 years. The current policy allows two Downtown Plymouth brick-and-mortar restaurants and two Plymouth non-profits to operate at the Friday night concerts. Recently, the vendors have been Burger Spot, Mambo Coffee (affiliated with NICO & VALI), the Kiwanis Popcorn Wagon and the United Way. Several years over the past decade, DDA staff was only able to find one Downtown Plymouth business willing to operate at the concerts.

In recent years DDA staff has received dozens of requests from vendors with food trucks or operations without brick-and-mortar locations inside the DDA district to sell food at the Friday night concerts. DDA staff believes there is an opportunity to allow a rotating third for-profit vendor at each concert. With the addition of several theme nights during the season, adding this third vendor spot could allow for expanding offerings and items that potentially match the theme each week. Under this revised policy, a third for-profit vendor would not be allowed to sell similar items as the approved four full-time vendor positions.

In addition, the fee has remained the same for the past 18 years. Due to rising costs of the concerts and the increased difficulty in gathering sponsorship dollars, increasing the fee for the full-time spots from \$250 to \$500 and adding the rotating vendor spot at \$50 per week would help raise additional funds to support the concerts moving forward.

The only other changes to the original policy are some grammar updates for increased clarity and some date/time fixes.

RECOMMENDATION:

DDA staff recommends that the DDA approve the attached changes in the DDA's Music in the Air concert vendor policy and application. Both the original policy and the update policy are attached for your review. Changes in the updated policy are outlined in red print. A resolution is attached for your consideration.



VENDOR POLICY & APPLICATION FRIDAY NIGHT CONCERT SERIES



between

[vendor name]

and

Plymouth Downtown Development Authority

831 Penniman Plymouth MI 48170
(734) 455-1453 dda@plymouthmi.gov
downtownplymouth.org

Please review our vendor policy and fill out the application.

City of Plymouth Friday Night Concert Food Vendor Policy

Food vendor service may be permitted during Friday night concerts when operated by an existing food and/or beverage establishment located within the DDA District or operated by a recognized City of Plymouth Service Club, provided the operation complies with the following conditions:

Fees & Permits

1. All prospective vendors shall submit an application depicting the location and layout of the vending operation to the Downtown Development Authority for approval. Approval of the application shall be subject to compliance with this policy and all applicable building codes.
2. A fee of \$250.00 per concert season is required upon approval of application. *Fee is waived for recognized City of Plymouth Service Clubs (up to two per season).*
3. A maximum of four (4) permits for Friday Night Concert Food Vending will be issued each season.
4. Application must be submitted by April 1st each year. Returning vendors have first opportunity to apply for spaces each season. After April 15th any permits not claimed by returning vendors will be available for new vendors. Those vendors on the waiting list will be notified by April 15th if additional spaces are available. The spaces will be awarded by lottery from eligible applicants after returning vendor's spaces are filled.
5. Permits will not be issued for operations that would be considered competing with existing vendors (i.e. a second popcorn wagon, or a second hot dog cart would not be permitted).
6. Vending permits are approved for the length of a single concert season only, approximately (June –August).
7. If a vendor cancels during the season, applicants on the waiting list will be contacted and given the opportunity to vend for the remainder of the season.
8. Only Downtown Businesses (located within the boundaries of the Downtown Development Authority District) and recognized City of Plymouth Service Groups are eligible.
9. The vending permit authorizes food and beverage sales only. No sales of any goods or any other types of sales are permitted.
10. Prior to issuance of a permit, the City's finance department shall verify that there are no outstanding fees owed to the City by the person or entity requesting the permit. A permit will not be issued until all outstanding debts to the City of Plymouth are paid in full.

11. Each establishment shall comply with any and all regulations issued by the State of Michigan, County of Wayne, and the City of Plymouth.
12. All vending operations shall indemnify and hold the City free, clear, and harmless from any and all claims arising out of the vending operation. The City shall be added as a named insured on the application/operator's general liability insurance policy and provide the City with a copy of the certificate of insurance. The operator shall carry insurance in the amount of \$500,000 per person, per incident, for general and product liability and have umbrella coverage in the amount of \$1,000,000.
13. The City shall have the right to prohibit the operation of a Friday Night Concert Food Vending Operation because of anticipated or actual problems or conflicts. Some problems may arise from, but are not limited to repairs to the street, sidewalk or utilities within the public right of way. To the maximum extent possible, the permit holder will be given prior written notice of any time period during which the operating of vending operation may be impacted.

Construction

1. A minimum of six (6) unobstructed feet of sidewalk width must be maintained to permit the free flow of pedestrian traffic.
2. Vending facilities shall not operate in any location other than the approved site assigned to them by the Downtown Development Authority.
3. Each such operation shall not disrupt street drainage or impound water.
4. An inspection of all vending facilities by the Downtown Development Authority is required before opening the premises for use.
5. Vendor stand must be made of materials that are durable and easy to clean.

Operation & Maintenance

1. The exterior of the premises shall be kept in a clean, orderly and maintained condition.
2. Hours of operation are limited to 6:00pm until 9:30pm and are permitted only on Friday nights when there is a DDA sponsored concert taking place.
3. All food preparation shall be completely self-contained.
4. Vending area shall not exceed 8 feet in width, length or height; such dimensions including all extensions but excluding trailer hitches and enclosed propane tanks located above the area occupied by such hitches.
5. Vendor must be capable of transporting all vendor's wares such that set up and break down does not require the placing any objects on the sidewalk or street beyond the 8' x 8' feet allowable space.
6. Vendor must clean up the area of operation at the close of each event and is responsible for removing any and all trash generated by the vending operation.
7. Each operation is responsible for providing its own power and water. Vendors will not be permitted to connect to the City's power outlets or water connections.
8. Advertising and other signage are limited to the name of the stand and a listing of items sold and the price in lettering not to exceed 8 inches in height.

General Regulations

1. Permits allowing vending during Friday Night concerts are valid for one (1) season only, (approximately June 1 to August 31).
2. Failure to comply with all state, county and municipal laws, (including Wayne County Health Department rules) and this policy shall result in the immediate revocation of the Friday Night Concert Vending Permit by the City Manager.
3. All denials of applications and revocations of said authority to operate may be appealed to the City Commission, whose decision is final. (Note: The use of public right of way is subject solely to the control of the City Commission.)
4. Appeals of revocations shall stay further proceedings and the applicant shall be permitted to continue the vending operation pending a decision by the City Commission. If a violation poses an immediate danger to the public's health, safety, or general welfare, the City Manager or his designee may order the suspension of all vending operations pending a hearing and the applicant shall cease carrying on such activities pending such hearing.
5. All applicants, prior to being issued a permit for a vending operation, shall enter into a written contract whereby the City shall "permit" the operation and the owner/applicant shall acknowledge the conditions and the City's authority to revoke the permit upon failure to comply with any of the conditions set forth herein.
6. The City reserves the right to revoke the permit to operate a vending operation at the Friday Night Concerts at any time, for any reason.

**APPLICATION
FRIDAY NIGHT CONCERT SERIES
FOOD VENDOR PERMIT**

Plymouth Downtown Development Authority

831 Penniman Plymouth MI 48170
(734) 455-1453 dda@plymouthmi.gov
downtownplymouth.org

TO THE CITY OF PLYMOUTH

The undersigned hereby applies for a Friday Night Concert Food Vendor Permit according to the following statement:

PLEASE PRINT OR TYPE

1. Name of Downtown Business or Service Club _____

2. Owner _____ Phone (_____) _____ - _____

Address _____
City State Zip Code

3. Applicant Name _____ Phone (_____) _____ - _____

Address _____
City State Zip Code

4. Area of sidewalk in square feet: _____

5. Attach a written description of the proposed operation including what types of products will be offered, and a description of the proposed stand or cart.

6. Attach a copy of the certificate of insurance with the City added as a named insured on the application/operator's general liability insurance policy.

7. A fee of \$250 per concert season is required upon approval of application. *Fees are waived for Recognized City of Plymouth Service Clubs (maximum of 2 per season).*

Signature of Applicant: _____

Date: _____

Conditional Approval (See attached conditions)

Application Approved Permit # _____

Approved By: _____

Date: _____



VENDOR POLICY & APPLICATION FRIDAY NIGHT CONCERT SERIES 2025



between

[vendor name]

and

Plymouth Downtown Development Authority

831 Penniman Plymouth MI 48170

(734) 455-1453 dda@plymouthmi.gov

downtownplymouth.org

Please review our vendor policy and fill out the application.

City of Plymouth Friday Night Concert Food Vendor Policy

Food vendor service may be permitted during Friday night Music in the Air concerts. Two full-season vendors must have a brick-and-mortar location within the City of Plymouth DDA District. Two full-season vendors must be non-profit service clubs recognized by the City of Plymouth. The final vendor spot will be a weekly rotating spot available to food vendors that meet the following criteria. DDA Staff will have discretion for scheduling of the rotating spot. The following conditions apply:

Fees & Permits

1. All prospective vendors shall submit an application depicting the location and layout of the vending operation to the Downtown Development Authority for approval. Approval of the application shall be subject to compliance with this policy and all applicable codes.
2. A fee of **\$500.00** per concert season for full-season vendors is required upon approval of application. *Fee is waived for recognized City of Plymouth Service Clubs (up to two per season).* A fee of **\$50** per night is required upon approval of the application for the rotating vendor spot. A single day vendor may not apply for more than (3) three dates for the rotating vendor spot. All fees are non-refundable and must be submitted within 15 days of an accepted application.
3. A maximum of four (4) full-season permits for Friday Night Concert Food Vending may be issued each season. For the rotating vendor spot, a maximum of (1) one permit will be issued for each of the 14 concert dates. The rotating spot will be scheduled at the discretion of DDA staff.
4. **DDA will begin accepting applications on March 15.** Applications must be submitted by **May 1st** each year. Returning vendors have the first opportunity to apply for **full-season spaces** each season. Any permits not claimed by returning vendors will be available for new vendors **subject to the conditions above.** Vendors on the waiting list will be notified by **May 7th** if additional spaces are available. Spaces will be awarded by lottery from eligible applicants after returning vendor's spaces are filled. **DDA staff will select dates for applicants for the rotating spot by May 15.**
5. Permits will not be issued for operations that would be considered competing with existing vendors (i.e. a second popcorn wagon, or a second hot dog cart would not be permitted).
6. Full-season vending permits are approved for the length of a single concert season only, approximately (Late May –Early September).

7. Vendor permits for the rotating vendor spot are approved for single dates only, with a single vendor to be approved for no more than (3) three concert dates.
8. If a vendor cancels during the season, applicants on the waiting list will be contacted and given the opportunity to vend for the remainder of the season.
9. Only Downtown Businesses (located within the boundaries of the Downtown Development Authority District) and recognized City of Plymouth Service Groups are eligible for the full-season permits.
10. The vending permit authorizes food and non-alcoholic beverage sales only. No sales of any goods or any other types of sales are permitted.
11. Prior to issuance of a permit, the City's finance department shall verify that there are no outstanding fees owed to the City by the person or entity requesting the permit. A permit will not be issued until all outstanding debts to the City of Plymouth are paid in full.
12. Each establishment shall comply with any and all regulations issued by the State of Michigan, County of Wayne, and the City of Plymouth.
13. All vending operations shall indemnify and hold the City free, clear, and harmless from any and all claims arising out of the vending operation. The City shall be added as a named insured on the application/operator's general liability insurance policy and provide the City with a copy of the certificate of insurance. The operator shall carry insurance in the amount of \$500,000 per person, per incident, for general and product liability and have umbrella coverage in the amount of \$1,000,000.
14. The DDA shall have the right to prohibit with no notice given the operation of a Friday Night Concert Food Vending Operation because of anticipated or actual problems or conflicts. Some problems may arise from, but are not limited to repairs to the street, sidewalk or utilities within the public right of way. To the maximum extent possible, the permit holder will be given prior written notice of any time period during which the operating of vending operation may be impacted.

Construction

1. A minimum of six (6) unobstructed feet of sidewalk width must be maintained to permit the free flow of pedestrian traffic.
2. Vending facilities shall not operate in any location other than the approved site assigned to them by the Downtown Development Authority. DDA staff reserves the right to move or alter the vending location each week due to construction, other concert activities or other circumstances deemed necessary by DDA staff.
3. Each such operation shall not disrupt street drainage or impound water.
4. An inspection of all vending facilities by the Downtown Development Authority is required before opening the premises for use.
5. Vendor stand must be made of materials that are durable and easy to clean.

Operation & Maintenance

1. The exterior of the vending area shall be kept in a clean, orderly and maintained condition.
2. Hours of operation are limited to 5:30 p.m. until 9:30 p.m. and are permitted only on Friday nights when there is a DDA sponsored concert taking place. Set up is permitted after 4 p.m. on concert days with approval from DDA staff.
3. All food preparation shall be completely self-contained.
4. Vending area shall not exceed 8 feet in width, length or height; such dimensions including all extensions but excluding trailer hitches and enclosed propane tanks located above the area

occupied by such hitches. Any approved food trucks must be contained within one municipal parking space in a location deemed appropriate by DDA staff.

5. Vendor must be capable of transporting all vendor's wares such that set up and break down does not require the placing any objects on the sidewalk or street beyond the 8' x 8' feet allowable space.
6. Vendor must clean and sweep up the area of operation at the close of each event and is responsible for removing any and all trash generated by the vending operation.
7. Each operation is responsible for providing its own power and water. Vendors will not be permitted to connect to the City's power outlets or water connections.
8. Advertising and other signage are limited to the name of the stand and a listing of items sold and the price in lettering not to exceed 8 inches in height.

General Regulations

1. Full-Season permits allowing vending during Friday Night concerts are valid for one (1) season only, (approximately May 23 to September 4).
2. Failure to comply with all state, county and municipal laws, (including Wayne County Health Department rules) and this policy shall result in the immediate revocation of the Friday Night Concert Vending Permit by DDA staff.
3. If a violation poses an immediate danger to the public's health, safety, or general welfare, DDA staff may order the suspension of all vending operations.
4. All applicants, prior to being issued a permit for a vending operation, shall enter into a written contract whereby the DDA shall "permit" the operation and the owner/applicant shall acknowledge the conditions and the DDA's authority to revoke the permit upon failure to comply with any of the conditions set forth herein.
5. The DDA reserves the right to revoke the permit to operate a vending operation at the Friday Night Concerts at any time, for any reason.

**APPLICATION
FRIDAY NIGHT CONCERT SERIES 2025
FOOD VENDOR PERMIT**

Plymouth Downtown Development Authority
831 Penniman Plymouth MI 48170
(734) 455-1453 dda@plymouthmi.gov
downtownplymouth.org

TO THE CITY OF PLYMOUTH

The undersigned hereby applies for a Friday Night Concert Food Vendor Permit according to the following statement:

PLEASE PRINT OR TYPE

1. Name of Downtown Business, Service Club or Vendor _____
2. Owner/Applicant _____ Phone (____) ____ - _____
Address _____
3. Type of application: Full-Season _____ Rotating Spot _____
(Please indicate dates you are available if selecting rotating vendor spot):

4. Area of sidewalk **needed** in square feet: _____
5. Attach a written description of the proposed operation including what types of products will be offered, and a description of the proposed stand or cart.
6. Attach a copy of the certificate of insurance with the City added as a named insured on the application/operator's general liability insurance policy.
7. **A fee of \$500 for full season or \$50 for individual dates** is required upon approval of application. *Fees are waived for Recognized City of Plymouth Service Clubs (maximum of 2 per season).*

Signature of Applicant: _____

Date: _____

- Conditional Approval (See attached conditions)
- Application Approved Permit # _____

Approved By: _____

Date: _____

RESOLUTION

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

- WHEREAS The Plymouth DDA organizes and operates the annual summertime Friday Night Music in the Air concerts between Memorial Day and Labor Day weekend, and*
- WHEREAS The Plymouth DDA has allowed vendors to sell refreshments at the Friday concerts for more than two decades to serve the thousands of visitors each week, and*
- WHEREAS The Plymouth DDA has identified a need to update the current policy to allow for a third for-profit vendor spot that would rotate week-to-week, and*
- WHEREAS The Plymouth DDA has identified a need to update the current policy's fee structure due to rising costs.*

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth Downtown Development Authority Board of Directors does hereby approve the attached updates to the Music in the Air concert vendor policy and application. The updates will include the opportunity for a third rotating for-profit vendor and increased full-season fees from \$250 to \$500.

D o w n t o w n
PLYMOUTH



Not Just a Walk in the Park

831 Penniman Ave. Plymouth MI 48170

Ph: 734.455.1453 Fax: 734.459.5792

INFORMATION ONLY

To: DDA Board
From: DDA Staff
Date: 3/7/2025
RE: LLRC Recommendation to City Commission – Liquor License Cap

The Liquor License Review Committee (LLRC), a sub-committee of the City Commission, met on February 27 as part of the annual liquor license review process. The LLRC is required, by ordinance, to review several issues related to liquor license (alcohol by the glass serving establishments) including the cap on the number of liquor licenses in the city. As part of the cap review the LLRC reviewed the recommendation of the DDA Board to increase the cap by one (1) in the DDA district. In addition, the LLRC reviews data on the number of liquor license violations/issues related over the past year. After a broad discussion, the LLRC recommended to the City Commission to remove the cap City wide. The resolution that was part of that agenda is attached below, with the decision taken by the LLRC highlighted in yellow.

LLRC Resolution #2 Liquor License Cap

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

Annually the Local Liquor License Review Committee must make a recommendation to the City Commission related to the number of allowable liquor licenses per zoning district.

NOW THEREFORE BE IT RESOLVED THAT the Liquor License Review Committee of the City of Plymouth does hereby recommend to the City Commission that no changes in the number of

available liquor licenses (29) (33 establishments due to shared licenses) under the cap in the City of Plymouth, based on Zoning Classification. The Liquor License Review Committee confirms that the number of licenses remain the same as in the current Liquor Management Ordinance, which is a cap of 18 licenses, as defined in the Liquor Management Ordinance for the B-2 Zoning District (DDA Area), and a cap of 11 licenses in total (for all three zoning districts) in any of the following the B-1, ARC and B-3 Zoning Districts.

ALTERNATES:

- *Add licenses in either one of the Zoning Districts*
- *Drop the cap on licenses city wide.*

If there is a consensus among the City Commission at the upcoming March 17 City Commission meeting, then City Administration will develop proposed amendments to the Liquor Management Ordinance to present to the City Commission for their review. The administration will not begin work on possible amendments to the liquor ordinance until a direction is given by the City Commission which is expected at the March 17 meeting. Should the City Commission come to a consensus to take the LLRC's recommendation of removing the liquor cap city-wide, the earliest that the City Commission would review proposed amended ordinance language is the April 7th City Commission meeting. The liquor ordinance requires notice be provided to current liquor license holders in advance of any ordinance amendments to provide current license holders with the opportunity to comment and provide feedback on any proposed changes to the ordinance language. Any amendment to the liquor ordinance requires two readings (reviews/approvals) at the City Commission before implementation.

The only anticipated actionable item regarding liquor licenses on the upcoming City Commission agenda for March 17 is the annual recommendation to the State of Michigan Liquor Control Commission (MLCC) for renewal or revocation of current liquor licenses. Current license holders have been mailed notification of this meeting.