



# Plymouth City Commission

## Regular Meeting Agenda

Monday, April 7, 2025 7:00 p.m.  
Plymouth City Hall & Online Zoom Webinar

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

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

Join Zoom Webinar: Apr 7 <https://us02web.zoom.us/j/85392159560>

Passcode:664474 Webinar ID: 853 9215 9560

### 1. CALL TO ORDER

- Pledge of Allegiance
- Roll Call

### 2. APPROVAL OF MINUTES

- March 17, 2025 City Commission Regular Meeting Minutes

### 3. APPROVAL OF THE AGENDA

### 4. ENACTMENT OF THE CONSENT AGENDA

- Special Event: Thursday Adult Sand Volleyball, Thursdays 5/1/2025-9/25/2025
- Special Event: West Middle School – 6<sup>th</sup> Grade Picnic, 5/29/2025
- Special Event: Morning Glow Yoga, Sound Bath + Cello, 6/29/2025
- Special Event: Voelker Family Gathering-Lion's Club Park, 8/2/2025

### 5. CITIZEN COMMENTS

### 6. COMMISSION COMMENTS

### 7. OLD BUSINESS

### 8. NEW BUSINESS

- Road Salt Order for 2025 – 26 Winter Season (next winter)
- Intergovernmental Agreement with Wayne County Park Millage Funds
- Authorization for the Purchase of Additional Automated Trash Carts
- Authorization for Distribution of Draft Master Plan
- Presentation of Budget – No Action

### 9. REPORTS AND CORRESPONDENCE

- Liaison Reports
- Appointments

### 10. ADJOURNMENT

Consent Agenda- The items on the Consent Agenda will be approved by one motion as Agenda Item #4. There will be no separate discussion of these items unless a Commissioner or citizen so requests, in which case that item will then be placed on the regular agenda.

Citizen Comments - This section of the agenda allows up to 3 minutes to present information or raise issues for items not on the agenda. Upon arising to address the Commission, speakers should first identify themselves by clearly stating their name and address. Comments must be limited to the subject of the item.

Meetings of the City of Plymouth are open to all without regard to race, sex, color, age, national origin, religion, height, weight, marital status, disability, or any other trait protected under applicable law. Any individual planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) should submit a request to the ADA Coordinator at 734-453-1234 ext. 234 at least two working days in advance of the meeting so an attempt can be made to make reasonable accommodations. The request may also be submitted via mail at 201 S. Main St. Plymouth, MI 48170, or email to 5.

# City of Plymouth Strategic Plan 2022-2026

## GOAL AREA ONE - SUSTAINABLE INFRASTRUCTURE

### OBJECTIVES

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

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

### OBJECTIVES

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

## GOAL AREA THREE - COMMUNITY CONNECTIVITY

### OBJECTIVES

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

## GOAL AREA FOUR - ATTRACTIVE, LIVABLE COMMUNITY

### OBJECTIVES

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

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

-Plymouth Mayor Joe Bida  
November 1977





City of Plymouth  
City Commission Regular Meeting Minutes  
Monday, March 17, 2025, 7:00 p.m.  
Plymouth City Hall 201 S. Main Street

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

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

**1. CALL TO ORDER**

a. Mayor Suzi Deal called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

b. Roll Call

Present: Mayor Suzi Deal, Mayor Pro Tem Colleen Pobur, Commissioners Linda Filipczak, Jennifer Kehoe, Alanna Maguire, Brock Minton, Nick Moroz

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

**2. APPROVAL OF MINUTES**

Minton offered a motion, seconded by Moroz to approve the March 3, 2025 City Commission Regular Meeting Minutes.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

**3. APPROVAL OF THE AGENDA**

Deal asked to amend the order of the agenda, making Item#6 Commission Comments and Item#7 Public Hearing.

Pobur offered a motion, seconded by Kehoe to approve the March 17, 2025 meeting agenda as amended.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

**4. ENACTMENT OF THE CONSENT AGENDA**

Minton offered a motion, seconded by Pobur to approve the Consent Agenda for the March 17, 2025 meeting.

- a. Approval of February 2025 Bills
- b. Special Event: City of Plymouth Recreation Dept: Youth Soccer & T-Ball Practices – 3/24/25 – 10/31/25
- c. Special Event: Knights of Columbus Tootsie Roll Drive – 4/11/2025 & 4/12/2025
- d. Special Event: Glover Agency Easter Egg Hunt – 4/13/2025
- e. Special Event: Michigan Philharmonic Youth Orchestra – 6/3/25
- f. Special Event: Yoga in the Park – 6/11/25, 7/9/25, 8/6/25
- g. Special Event: Good Morning USA Parade – 7/4/25

There was a voice vote

MOTION PASSED UNANIMOUSLY

**5. CITIZEN COMMENTS**

Carly Cirilli, 202 N. Mill St. – Provided an update on Plymouth Pollinators and the Mayors' Monarch Pledge.

Jim Mulhern, 396 Arthur – Complemented the Planning Commission on the work they have been doing. Also inquired on status of wildlife feeding; Deal noted that she will be meeting with administration this week.

Ellen Elliott, 404 Irvin – Provided an update on Penn Theater programs.

## 6. COMMISSION COMMENTS

Maguire: Recognized holidays Jewish Purim, Hindu Holi and St. Patrick's Day. Also commented that there will be a tornado drill on Wednesday March 19<sup>th</sup> at 1:00 pm as part of Severe Weather Awareness Week.

Deal: Citizen's Academy starts Wednesday April 9. Ruth Whipple Huston nominations will be accepted until May 1<sup>st</sup>. Plymouth-Canton schools are looking for crossing guards.

## 7. PUBLIC HEARING

a. Annual Review of Liquor Licenses - Renewal, Non-Renewal, Revocation

Deal opened the public hearing at 7:15 p.m. Hearing no comments, she closed the hearing at 7:16 p.m.

The following motion was offered by Pobur and seconded by Minton:

### RESOLUTION 2025-19

WHEREAS The City of Plymouth has a Liquor Management Ordinance related to the operation of all Class C Type Liquor Licenses in the city; and

WHEREAS On February 27, 2025, the City Administration presented the Liquor License Review Committee with information about the various liquor licensed establishments in the city, and

WHEREAS The Local Liquor License Review Committee is required to make a recommendation to the City Commission related to the renewal, revocation and non-renewal of all liquor licenses in the City and they have completed that task.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby recommend to the Michigan Liquor Control Commission that the following licenses be renewed:

Aqua – 413 N. Main

Barrio Cocina Y Tequileria – 555 Forest

Bearded Lamb Brewing Company – 149 W. Liberty - Two Different Licenses Micro Brewer & Small Wine Maker

Bigalora/Arbor Brewing – 777 W. Ann Arbor Trail

Chicane – 885 Starkweather –

Compari's/Fiamma/Sardin Room – 350, 370, & 380 S. Main

City of Plymouth - Plymouth Community Cultural Center – 525 Farmer

Downtown Pourhouse/ A.K.A. -Stella's Black Dog Tavern – 860 Fralick

E.G. Nicks – 500 Forest

Hermann's Olde Town Grille – 195 W. Liberty

Highline Spirits – 380 S. Main –

Ironwood Grill – 840 W. Ann Arbor Trail

Ledger/Ebenezer – 306 S. Main

Mayflower Lt. Gamble Post – VFW - 1426 S. Mill

Mayflower Meeting House – 499 S. Main

Nico & Vali – 744 Wing

Pakwaan Restaurant – 447 Forest

Park Place Gastro Pub – 336 S. Main

Penn Grill – 820 Penniman

Pizza E Vino – 849 Penniman

Plymouth – Ann Arbor Elks – 110 W. Ann Arbor Trail

Plymouth Knights of Columbus Council 3292 – 150 Fair

Plymouth ROC – 1020 W. Ann Arbor Road – Escrow

Post Local Bistro – 844 Penniman

Red Ryder – 584 Starkweather -

Sean O'Callaghan's – 821 Penniman

Sidecar – 340 N. Main

Tai Basil – 983 W. Ann

Westborn Market – 860 – 870 Penniman

There was a voice vote.

**MOTION PASSED UNANIMOUSLY**

**8. OLD BUSINESS - none**

**9. NEW BUSINESS**

**a. Starkweather Subdivision Amendment to Planned Unit Development (PUD) Agreement**

The following motion was offered by Moroz and seconded by Kehoe:

**RESOLUTION 2025-20**

**WHEREAS** The City Commission approved the planned unit development (PUD) agreement for the Starkweather School and Starkweather Subdivision in 2016 and the first amendment to the PUD agreement in 2021; and

**WHEREAS** City Homes by Lombardo LLC has stepped in to construct the outstanding single-family homes and common area improvements required by the PUD agreement; and

**WHEREAS** The Planning Commission recommended a deviation that would allow for the width of the attached, front-facing garage to be 20 feet on lots 12, 13, 21, 22, and 23; and

**WHEREAS** The City Administration and City Homes by Lombardo LLC have agreed on the terms of the amendment to the PUD, which has been reviewed by the City Attorney.

**NOW THEREFORE BE IT RESOLVED THAT** the City Commission does hereby approve the enclosed Second Amendment to the Starkweather Subdivision PUD Agreement and Third Amendment to the Master Deed.

**NOW THEREFORE BE IT FURTHER RESOLVED THAT** the City Commission authorize the Mayor and City Clerk to execute this amendment on behalf of the city.

Kehoe requested a build status update on a park from the Lombardo Homes representative; representative commented that this will be part of entire upcoming landscaping after construction plans/building permits are completed.

Minton confirmed that the current item is related to the width of a front-facing garage.

Karen Sisolak-939 Penniman, confirmed that they must meet the FAR.

Kehoe noted that the garage width must be 22'.

## **SECOND AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT**

This Second Amendment to Planned Unit Development Agreement ("Second Amendment") is entered into on \_\_\_\_\_, 2025, between the City of Plymouth, a Michigan municipal corporation, with its principal address at 201 S. Main Street, Plymouth, Michigan 48170 (the "City"), and City Homes by Lombardo LLC, a Michigan limited liability company, with its principal place of business at 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315 ("Developer").

### **RECITALS:**

A. Developer's predecessor in interest, Curtis-Plymouth LLC, a Michigan limited liability company, and the City entered into a Planned Unit Development Agreement dated October 24, 2016, which was recorded in Liber 53943, Page 1454, Wayne County Records, as amended by First Amendment to Planned Unit Development Agreement recorded in Liber 56954, Page 1166, Wayne County Records (collectively, the "PUD Agreement"), with respect to certain real property located in the City of Plymouth, Wayne County, Michigan, which is more particularly described on Exhibit 1 attached hereto (the "Property"). Capitalized terms used but not otherwise defined in this Second Amendment shall have the meanings ascribed to such terms in the PUD Agreement.

B. The PUD Plan attached to the PUD Agreement was approved by the City of Plymouth City Commission on April 4, 2016. The First Amendment to PUD was approved by the Commission on July 19, 2021.

C. Subsequent to the date that the PUD Agreement was approved, the City adopted Ordinance No. 2017-01 ("FAR Ordinance"), which regulates residential floor area ratios in residential districts and requires a floor area ratio of 0.40 for all units within the Property.

D. The application of the R-1, Single-Family Residential Ordinance, together with other applicable ordinances, would create a hardship as to certain walkout units within the Property, which are the smallest approved units on the PUD Plan. Specifically, such ordinances provide that front entry garages are included in the floor area ratio calculation and must be a minimum of twenty-two (22) feet wide and a maximum of fifty percent (50%) of the front elevation, which would require any home with an attached front entry garage to be a minimum of forty-four (44) feet wide. Such requirements cause significant architectural hardship in designing a home with an attached front entry garage that meets the FAR Ordinance on the very small walkout units within the Property.

1

E. Developer has requested from the City that relief be granted from the R-1, Single-Family Residential Ordinance as to the walkout units, which are units 12, 13, 21, 22 and 23, and that front entry garages of a minimum of twenty (20) feet wide be permitted within such units. Such minimum width deviation would allow for attached front entry garages to be constructed on such units.

F. Developer and the City desire to amend the PUD Agreement to allow for the requested relief, subject to the terms and conditions set forth in this Second Amendment.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Minimum Front Entry Garage Widths.** The minimum front entry garage width within units 12, 13, 21, 22 and 23 shall be twenty (20) feet. All other units on the Property shall comply with the R-1, Single-Family Residential Ordinance and the Schedule of Regulations for R-1, including the FAR Ordinance, and shall have a minimum front entry garage width of twenty-two (22) feet.


2. **Ratiofication.** Except as amended by this Second Amendment, the PUD Agreement is hereby ratified by the parties and shall continue in full force and effect.

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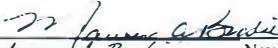
The parties hereto have set their hands and seals as of the day and year first above written.

City of Plymouth, a Michigan municipal corporation

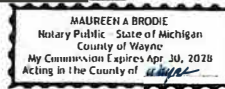
By:   
Suzi Deal  
Its: Mayor

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me on March 19  
2025, by Suzi Deal, Mayor of City of Plymouth, a Michigan municipal corporation, on behalf of  
the corporation.

  
Maureen A. Brodie, Notary Public  
Wayne County, Michigan  
Acting in the County of Wayne  
My commission expires: APRIL 30, 2028

[SIGNATURES CONTINUED ON FOLLOWING PAGE]



City Homes by Lombardo LLC, a Michigan limited  
liability company

By: \_\_\_\_\_  
Its: Authorized Agent

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF MACOMB )

The foregoing instrument was acknowledged before me on \_\_\_\_\_  
2025, by \_\_\_\_\_, Authorized Agent of City Homes by Lombardo LLC, a  
Michigan limited liability company, on behalf of the limited liability company.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, Michigan  
Acting in the County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Drafted by:  
Brandon J. Muller  
Clark Hill PLC  
220 Park Street, Suite 200  
Birmingham, Michigan 48009

When recorded, return to:  
Clerk  
City of Plymouth  
201 S. Main Street  
Plymouth, Michigan 48170

Exhibit 1

Legal Description

LOT 437, LOT 436 EXCEPT THE WEST 146.50 FEET, AND PART OF LOTS 438 AND 429 OF ASSESSOR'S PLYMOUTH PLAT NO. 15 OF THAT PART OF BRADNER AND HOLBROOK'S SUBDIVISION LYING IN SECTION 26 AND OF PART OF THE W. 1/2 OF THE N.E. 1/4 OF SECTION 26, T.18., R.3E., CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 66 OF PLATS, PAGE 81, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 437, ALSO BEING A POINT ON THE EAST LINE OF N. HOLBROOK AVENUE (66' WIDE); THENCE N.02°16'00"W., 166.18 FEET ALONG THE EAST LINE OF SAID N. HOLBROOK AVENUE TO THE NORTHWEST CORNER OF SAID LOT 437, ALSO BEING A POINT OF INTERSECTION OF THE EAST LINE OF SAID N. HOLBROOK AVENUE AND THE SOUTH LINE OF E. SPRING STREET (49.50' WIDE); THENCE N.87°43'01"E., 295.93 FEET ALONG THE SOUTH LINE OF SAID E. SPRING STREET; THENCE N.20°59'01"E., 143.68 FEET TO THE NORTHEAST CORNER OF LOT 439 OF SAID ASSESSOR'S PLYMOUTH PLAT NO. 15; THENCE S.56°56'39"E., 27.86 FEET TO THE SOUTHEAST CORNER OF LOT 444 OF SAID ASSESSOR'S PLYMOUTH PLAT NO. 15; THENCE S.89°49'33"E., 111.44 FEET; THENCE N.33°30'54"E., 311.77 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 429; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTHEASTERLY LINE OF SAID LOT 429: 1) S.48°51'58"E., 163.99 FEET, 2) S.17°22'44"E., 161.22 FEET AND 3) S.03°27'41"W., 281.32 FEET; THENCE S.78°45'48"E., 98.70 FEET; THENCE S.21°12'06"W., 179.53 FEET; THENCE S.12°38'12"W., 83.07 FEET; THENCE S.79°51'22"W., 60.00 FEET; THENCE N.11°58'17"E., 55.91 FEET; THENCE N.86°38'08"W., 47.32 FEET; THENCE N.02°24'18"E., 30.64 FEET; THENCE N.86°38'08"W., 150.10 FEET; THENCE N.02°18'04"E., 204.77 FEET; THENCE S.89°56'31"W., 108.98 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 429, ALSO BEING A POINT ON THE EASTERLY LINE OF SAID LOT 438; THENCE S.12°50'12"W., 28.19 FEET ALONG THE WESTERLY LINE OF SAID LOT 429, ALSO BEING ALONG THE EASTERLY LINE OF SAID LOT 438; THENCE S.89°55'55"W., 212.70 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 438; THENCE S.87°53'59"W., 7.73 FEET ALONG THE SOUTH LINE OF SAID LOT 438 TO THE NORTHEAST CORNER OF SAID LOT 436; THENCE S.17°47'42"W., 50.78 FEET TO THE SOUTHEAST CORNER OF SAID LOT 436; THENCE S.87°57'43"W., 82.44 FEET ALONG THE SOUTH LINE OF SAID LOT 436; THENCE N.02°16'00"W., 47.66 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 436; THENCE S.87°53'59"W., 146.50 FEET ALONG THE NORTH LINE OF SAID LOT 436 TO THE POINT OF BEGINNING.

CONTAINING: 308,427.09 SQ. FT. OR 7.08 ACRES

THIRD AMENDMENT TO MASTER DEED  
OF  
STARKWEATHER CONDOMINIUM

CITY HOMES BY LOMBARDO LLC, a Michigan limited liability company, whose address is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315, being the holder pursuant to an Assignment of Developer's Rights recorded in Liber 59162, Page 1025, Wayne County Records, of the rights of the Developer of Starkweather Condominium, a residential condominium project located in the City of Plymouth, Wayne County, Michigan, established pursuant to the Master Deed thereof recorded in Liber 55773, Page 523, Wayne County Records, as amended by First Amendment to Master Deed recorded in Liber 57196, Page 88, Wayne County Records, and as further amended by a Second Amendment to Master Deed recorded in Liber 59340, Page 388, Wayne County Records (collectively, the "Master Deed"), and designated as Wayne County Condominium Subdivision Plan No. 1148, hereby amends the Master Deed pursuant to Section 9.2 thereof for the purposes set forth herein. Upon the recording of this Third Amendment to Master Deed in the office of the Wayne County Register of Deeds, the Master Deed, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, will be amended as follows:

1. Section 6.1 of the Bylaws is hereby amended and restated in its entirety to read as follows:

**Section 6.1 Residential Use.** No Unit in the Condominium shall be used for other than single-family residential purposes, as defined by the City of Plymouth Zoning Ordinance. No building shall be constructed or placed within a Unit except one single-family private dwelling or model home and a garage containing no less than two (2) parking spaces for the sole use of the Co-owner or occupants of the dwelling.

Attached, front entrance garages shall not be allowed on Units 2-5 and 17-19. Front entrance garages shall be allowed on Units 1, 6-16 & 20-23, provided that: (a) the front plane of the garage shall be set back an additional five feet (5') from the front elevation of the structure (for a minimum of thirty feet (30') from the front setback) for attached garages; (b) the garage width shall be less than fifty percent (50%) of the overall width of the house; (c) the minimum garage width within Units 12, 13 & 21-23 shall be twenty feet (20'); (d) there shall be two (2) single-car doors instead of one (1) two-car door; and (e) at least one architectural feature shall include: (i) pillars/posts on each side of the garage; (ii) a

trellis in front of, and over, the garage; or (iii) dormers over the garage, if there is living space over the garage.

No other accessory building or structure may be erected in any manner or location within a Unit without the prior written consent of Developer and/or the Architectural Review Committee (as described in Section 6.23 below).

2. Section 6.2 of the Bylaws is hereby amended and restated in its entirety to read as follows:

**Section 6.2 Dwelling Quality and Size.** In order to ensure that all dwellings in the Condominium Project shall be of quality design, workmanship and materials approved by Developer, during the Construction and Sales Period, and thereafter by the Association, and that all dwellings shall be constructed in accordance with all applicable governmental building codes, zoning and other ordinances and/or regulations and in accordance with such further standards as may be required by these Bylaws, the Architectural Review Committee, or Developer, its successors and/or assigns. Notwithstanding the foregoing, all homes shall be subject to the following requirements:

Maximum Height:	25 feet, except that the maximum height within Units 1-3, 7-17 & 21-23 shall be in accordance with Section 3 of the First Amendment to Planned Unit Development Agreement recorded in Liber 56954, Page 1166, Wayne County Records
Maximum Number of Stories:	2 (above grade)
Front Yard Setback:	25 feet (front porches may extend into the front yard setback by up to 7 feet, uncovered steps may project an additional 2 feet)
Side Yard Setback:	6 feet
Rear Yard Setback:	35 feet (for Units 1-5, 7 and 12-23) 28 feet (for Units 6, 8 and 11)

3. In all other respects, other than as hereinabove indicated, the Master Deed, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, is hereby ratified and confirmed.

Dated as of \_\_\_\_\_, 2025.

**CITY HOMES BY LOMBARDO LLC**, a  
Michigan limited liability company

By: \_\_\_\_\_  
Anthony Lombardo, Authorized Agent

STATE OF MICHIGAN            )  
                                          ) ss.  
COUNTY OF MACOMB        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_,  
2025, by Anthony Lombardo, the Authorized Agent of City Homes by Lombardo LLC, a Michigan  
limited liability company, on behalf of the limited liability company.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

PREPARED BY AND WHEN RECORDED RETURN TO:

Brandon J. Muller  
Clark Hill PLC  
220 Park Street, Suite 200  
Birmingham, Michigan 48009

[Signature Page to Third Amendment to Master Deed of Starkweather Condominiums]

CLARKHILLAM9541\502823\281212879.v1

There was a voice vote.  
MOTION PASSED UNANIMOUSLY

**b. Liquor License Ordinance and Cap Review & Discussion Only**

Sincock explained that the purpose of this item is to provide the Administration with a direction they may want to consider on this, to enable Administration adequate time to process required information.



The City Commission discussed issues and offered their thoughts related to this:

Pobur provided a report from the LLRC as part of New Business so that citizens have an opportunity to comment and to provide background and information on obtaining a liquor license to assist everyone with an accurate understanding.

Moroz commented further on Pobur's points; He is in favor of removing the cap, as the cap itself is not what is used to regulate liquor in the City, so removing the cap has no bearing on the process and/or standards that license holders must meet. The MLCC typically recognizes a Special Land Use Revocation from the City when considering liquor licenses, and in his experience on the City Commission, the cap has typically been raised when Public Safety capacity and economic development have been considerations in decision making.

Maguire favors keeping the cap and/or raising the cap as it is unknown whether the cap is what contributes to the success of the current system that is in place.

Kehoe currently favors keeping the cap and our current system in place and supports raising by one in and two out of the DDA. She encouraged everyone to ask questions if they are unsure of the processes or lack details, rather than jumping to conclusions.

Filipczak favors keeping and possibly raising the cap by two or three and doesn't think the cap causes a hindrance and believes the current systems is working and helps support a good mix of businesses.

Minton feels the cap is an administrative inefficiency, but can support both raising the current cap by one in the DDA and two-three out of the DDA, or removing it entirely.

Deal thanked everyone for their thoughts and time on this topic. She spoke about meeting/conversations with business owners, noting that none of them felt that what the City is possibly considering is a bad idea, and appeared to be comfortable with the information that was discussed. She further explained that the cap does not prevent the MLCC from approving a license. She is in favor of raising the cap and her decision would be based on information provided by the Police Chief and Administration, and what would be in the best interest of the City. We should also be mindful of staying in alignment with state laws.

Pobur re-iterated that the cap is effectively not a cap as it currently functions. She also spoke about some of the unnecessary and negative communication being directed toward specific people and asked that it be stopped as it is unacceptable, not neighborly, is false, destructive and not what the City is about.

Kehoe clarified that she believes that public safety will continue to have things under control and will consider all the diverse businesses when making a decision. Additionally, we aren't yet sure what the threshold is when considering the cap.

Various residents (below) spoke with the majority in favor of keeping and/or raising the cap as it appears to be working and sends a message in the process. Some noted the importance of maintaining balance and diversity of businesses, and we should also consider the cost of the potential need for increased public safety and also parking capacity. It was also commented that not all businesses favor removing the cap and we should remember to use common sense when making a decision. We all want what is best for the City and we need to communicate in a kind way and not spread inaccurate/false information.

Ellen Elliott-404 Irvin, Jeff Sisolak-939 Penniman, Martha Walton-1465 Palmer, Denise Burrows-1014 Burrows, Joe Elliott-404 Irvin, Katheryn Szary -1107 W. AATrI, Ron Picard-1373 Sheridan, Dave Rucinski-1392 Maple, Scott Lorenz-1310 Maple, John Phillips-397 Arthur, Kerri Pollard-444 S. Main/DDA Chair, Jim Mulhern-396 Arthur, Robert Mengel-1293 S. Harvey, Ryan Yaquinto-Compari's/Fiamma/Sardine Room/Drift, Tom Doneth-1442 Sheridan.

Sincock reminded that this is an annual process; parking is requirement for any new or expanded licensee; the police department is both reactive and proactive as it applies to liquor license establishments; revoked one license that was replaced by a resort license, two establishments sold their licenses just before having to go before the MLCC. In addition, the Commission provided direction to Administration to look at information related to possibly removing or increasing the cap.

c. Annual Marijuana Review

The following motion was offered by Pobur and seconded by Moroz:

RESOLUTION 2025-21

WHEREAS The City of Plymouth City Commission has reviewed the decision to opt-out of allowing marijuana facilities of any kind in the City of Plymouth as part of the annual local liquor license review since 2018; and

WHEREAS The City of Plymouth City Commission has maintained the opted-out status since 2018 from allowing marijuana facilities in the city since 2018; and

WHEREAS The City Commission has reviewed the 2025 report and recommendation of the administration to remain opted out of allowing marijuana facilities in the City of Plymouth.

NOW THEREFORE BE IT RESOLVED that the City Commission of the City of Plymouth chooses to remain opted-out of allowing marijuana facilities, of any kind, in the city and directs the administration to prepare the annual marijuana report for 2026 to coincide with the annual liquor license review.

Maguire spoke about the potential of this item coming back as a ballot initiative in the future.

There was a voice vote.

MOTION PASSED 6-1

**10. REPORTS AND CORRESPONDENCE**

a. Liaison Reports

Minton – Reported on the Planning Commission PUDs and Planning Commission meeting Wednesday 3/19/25.

Filipczak – Reported on the Cemetery Board meeting and plans for the cemetery.

Kehoe – Reported on the DDA meeting and commented that an OVA meeting would be 3/26/25 at 7:00pm at Meridian Coffee.

Maguire –Plymouth Library Board will meet at 7:30pm on 3/18/25 at the Library.

b. Appointments – None

**11. ADJOURNMENT**

\*The next regular City Commission meeting is 7:00 pm on Monday April 7 at Plymouth City Hall.

Moroz offered a motion, seconded by Filipczak to adjourn the meeting at 8:58 p.m.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

---

SUZI DEAL  
MAYOR

---

MAUREEN A. BRODIE, CMC, MiPMC  
CITY CLERK



# Special Event Application

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

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

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

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

<b>Sponsoring Organization's Legal Name</b>		Best Friends Group (Thursday Evening Adult Sand Volleyball Group)			
Ph#	734-453-9678	Fax#		Email	philprvargas@gmail.com
Address		1313 Carol Ave	City	Plymouth	State MI Zip 48170
<b>Sponsoring Organization's Agent's Name</b>		Phil Vargas / Jeff Dutton		<b>Title</b> Co-managers	
Ph#		Fax#		Email	
Address		25654 Island Lake Dr	City	Novi	State MI Zip 48374

<b>Event Name</b>	Thursday Adult Sand Volleyball
<b>Event Purpose</b>	To play volleyball weekly
<b>Event Date(s)</b>	Thursdays, May 1 - Sept 25, 2025
<b>Event Times</b>	6pm - dark
<b>Event Location</b>	Sand volleyball court at Fairground Park
<b>What Kind Of Activities?</b>	Volleyball (adult)
<b>What is the Highest Number of People You Expect in Attendance at Any One Time?</b>	12
<b>Coordinating With Another Event?</b>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If Yes, Event Name: _____
<b>Event Details:</b>	(Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)

Please see attached event details.

**RECEIVED**

MAR 17 2025

**City of Plymouth**

## **Attachment to Best Friends Group Special Event Application**

### **Event Details**

Our group of professional adults has been playing volleyball on Thursday evenings at the Fairground Park sand court for the past 23 years. We do not require any special services from the City. We keep the park clean and often pick up litter, fill in holes, rake the sand and make repairs to the net.

We are requesting a permit, so that we know we are definitely able to play. We plan our schedules around this evening of volleyball leaving work early, hiring baby sitters, etc. We count on this evening for a good workout and quality time with friends. We follow volleyball with dinner and drinks at one of the nearby Plymouth restaurants.

Of course, we will adhere to any government mandates regarding assembling and playing sports outdoors.



1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies – Please Review Section 12.2 f.)*  
City Operated ☐ Co-sponsored Event ☐ Other Non-Profit ☒ Other For-Profit ☐ Political or Ballot Issue ☐

2. **ANNUAL EVENT:** Is this event expected to occur next year? YES ☒ NO ☐

If Yes, you can reserve a date for next year with this application (see Policy 12.15). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July):

Thursdays, 6pm-dark, May - Sep

Next year's specific dates:

Thursdays, May 7 - Sep 24, 2026

\*\*\*See section 12.13 for license & insurance requirements for vendors\*\*\*

3. **FOOD VENDORS/ CONCESSIONS?** YES ☐ NO ☒ **OTHER VENDORS?** YES ☐ NO ☒  
4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** YES ☐ NO ☒  
5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES ☐ NO ☒  
6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** YES ☐ NO ☒

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

None

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

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

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

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

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

YES ☐ NO ☒

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

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

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

3/15/2025

Date

Philip Vargas

Signature of Sponsoring Organization's Agent

**RETURN THIS APPLICATION at least twenty (21) days prior to the first day of the event to: City**

Manager's Office  
City Hall  
201 S. Main Street  
Plymouth MI 48170

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The Best Friends Group (*organization name*) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the adult sand volleyball (*event name*) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature Philip Vargas

Date 3/15/2025

Witness \_\_\_\_\_

Date \_\_\_\_\_

# EVENT REVIEW FORM

EVENT NAME: Sand Volleyball / Best Friends Group TOTAL ESTIMATED FEE: \_\_\_\_\_  
 (Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

May 1 - Sept. 25

MUNICIPAL SERVICES:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>CP</u>
<u>NO SERVICES NEEDED</u>				
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO				
Labor Costs: \$	<u>0</u>	Equipment Costs: \$	<u>0</u>	Materials Costs \$ <u>0</u>
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>JEC</u>
<u>NO SERVICES NEEDED</u>				
Labor Costs \$		Equipment Costs \$	<u>0</u>	Materials Costs \$
FIRE:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>RS</u>
<u>NO SERVICES REQUESTED</u>				
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$
HVA:	Approved	Denied	(list reason for denial)	Initial
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>SBP</u>
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>VB</u>
Class I – Low Hazard	Event Sponsors must provide current Certificate of Insurance naming City			
Class II – Moderate Hazard	of Plymouth as 'Additional Insured' including in the Description Box/Area.			
<u>Class III – High Hazard</u>	Food vendor/service requirements per Special Event Policy, must also be			
Class IV – Severe Hazard	<u>met for any food</u>			
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				





# Special Event Application

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

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

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

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

Sponsoring Organization's Legal Name		PCCS-West Middle School					
Ph#	734-416-2400	Fax#		Email	Tracy.mccombvisnaw@pccsk12.com	Website	www.pccsk12.com
Address	454 South Harvey		City	Plymouth	State	MI	Zip 48170
Sponsoring Organization's Agent's Name		West Middle School-Tracy Visnaw		Title		Admin. Asst. to Principal	
Ph#	734-416-7598	Fax#		Email	Same as above	Cell#	734-658-9205
Address	44401 West Ann Arbor Trail		City	Plymouth	State	MI	Zip 48170

Event Name	West Middle School-6th Grade Picnic		
Event Purpose	Celebrate end of school year		
Event Date(s)	May 29, 2025		
Event Times	8:30-1:00		
Event Location	Fairground Park		
What Kind Of Activities?	Students will eat lunch, play games, Kona Ice		
What is the Highest Number of People You Expect in Attendance at Any One Time?	225		
Coordinating With Another Event?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	If Yes, Event Name: _____

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)  
6th grade students will walk to the park from the Penn Theater with chaperones.  
They will eat lunch, play games, and the Kona Ice Truck will come.

RECEIVED

MAR 20 2025

City of Plymouth

1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies – Please Review Section 12.2 f.)*  
City Operated ☐ Co-sponsored Event ☐ Other Non-Profit ☒ Other For-Profit ☐ Political or Ballot Issue ☐

2. **ANNUAL EVENT:** Is this event expected to occur next year? YES ☒ NO ☐

If Yes, you can reserve a date for next year with this application (see Policy 12.15). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July): \_\_\_\_\_

Next year's specific dates: \_\_\_\_\_

\*\*\*See section 12.13 for license & insurance requirements for vendors\*\*\*

3. **FOOD VENDORS/ CONCESSIONS?** YES ☒ NO ☐ **OTHER VENDORS?** YES ☐ NO ☐  
4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** YES ☐ NO ☒  
5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES ☐ NO ☒  
6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** YES ☐ NO ☒

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

2 Porta Potties

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

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

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

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


9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)?  
YES ☐ NO ☒  
If Yes, list the lots or locations where/why this is requested:

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

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

**3-19-25**

Date



Signature of Sponsoring Organization's Agent

**RETURN THIS APPLICATION at least twenty (21) days prior to the first day of the event to: City**

Manager's Office  
City Hall  
201 S. Main Street  
Plymouth MI 48170

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The PCCS (organization name) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the West 6th Grade Picnic (event name) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature Chen Weckel

Date 3/20/25

Witness Nancy Verna

Date 3/20/25

# CERTIFICATE OF COVERAGE

<b>PRODUCER</b> <b>SET SEG</b> 1520 Earl Avenue East Lansing, MI 48823		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE REFERENCE NUMBER BELOW.				
<b>MEMBER</b> <b>Plymouth-Canton Community Schools</b> 454 S Harvey St   Plymouth, MI 48170		<b>COMPANIES AFFORDING COVERAGE</b> <b>A MASB-SEG Property/Casualty Pool, Inc.</b>				
THIS IS TO CERTIFY THAT THE COVERAGE REFERENCE NUMBER OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE REFERENCE NUMBER PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE REFERENCE NUMBER DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE REFERENCE NUMBERS.						
CO LTR	TYPE OF COVERAGE	COVERAGE REFERENCE NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury	PC-82100-2025-01	5/29/2025	5/29/2025	BI & PD COMBINED OCCURRENCE  BI & PD COMBINED AGGREGATE  PERSONAL INJURY OCCURRENCE  PERSONAL INJURY AGGREGATE	\$1,000,000  \$3,000,000  \$1,000,000  \$3,000,000
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Automobile Liability <input checked="" type="checkbox"/> Garage Liability	PC-82100-2025-01	5/29/2025	5/29/2025	OCCURRENCE  ANNUAL AGGREGATE	\$15,000,000  \$15,000,000
<b>DESCRIPTION</b> City of Plymouth, its employees, staff, administration, agents, and representatives are added as additional insured under Plymouth-Canton Community Schools general liability coverage limited to the activities performed by or on behalf of Plymouth-Canton Community Schools as it represents the district's use of facilities for West Middle School 6th grade field trip to Fairground Park on June 29th, 2025.						
<b>CERTIFICATE HOLDER</b> City of Plymouth Michigan 201 S. Main St.   Manager's Office Plymouth, MI 48170 Additional Insured			SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE REFERENCE NUMBERS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
<b>AUTHORIZED REPRESENTATIVE</b> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: left;">                           Katie Lehman                          PROPERTY/CASUALTY DEPARTMENT                     </div> <div style="text-align: right;">                         3/31/2025                     </div> </div>						

# EVENT REVIEW FORM

EVENT NAME: West Middle School - 4th Grade Pique TOTAL ESTIMATED FEE: \_\_\_\_\_  
*(Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).*

5/29/25

MUNICIPAL SERVICES:	<u>Approved</u>	Denied	(list reason for denial)	Initial	CP
2 PORT A JOHNS					
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO					
Labor Costs: \$		Equipment Costs: \$		Materials Costs \$	250
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial	Dec
NO SERVICES NEEDED					
Labor Costs \$		Equipment Costs \$		Materials Costs \$	
FIRE:	<u>Approved</u>	Denied	(list reason for denial)	Initial	AS
NO SERVICES NEEDED					
Labor Costs \$		Equipment Costs \$		Materials Costs \$	
HVA:	Approved	Denied	(list reason for denial)	Initial	
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial	SBP
Labor Costs \$		Equipment Costs \$		Materials Costs \$	
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial	WB
Class I - Low Hazard	Event Sponsors must provide current Certificate of Insurance naming City				
Class II - Moderate Hazard	of Plymouth as 'Additional Insured' including in the Description Box/Area.				
Class III - High Hazard	Food vendor/service requirements per Special Event Policy, must also be				
Class IV - Severe Hazard	met for any food. insurance provided HHA ✓				
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____					
APPROVED _____ NOT APPROVED _____ DATE _____					





# Special Event Application

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

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

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

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

<b>Sponsoring Organization's Legal Name</b>		aloe + alchemy LLC			
Ph#	313-701-3276	Fax#		Email	hello@aloeandalchej
				Website	aloeandlalchemy.com
Address	42130 Sutters Lane	City	Northville	State	MI Zip 48168
<b>Sponsoring Organization's Agent's Name</b>		Rachelle Beazley		<b>Title</b> Owner	
Ph#	313-701-3276	Fax#		Email	hello@aloeandalchej
				Cell#	
Address	42130 Sutters Lane	City	Northville	State	MI Zip 48168

<b>Event Name</b>	Morning Glow Yoga, Sound Bath + Cello
<b>Event Purpose</b>	To host a relaxation focused experience for the community in the heart of downtown Plym
<b>Event Date(s)</b>	June 29th, 2025
<b>Event Times</b>	8am-12pm
<b>Event Location</b>	Kellogg Park (preferably)
<b>What Kind Of Activities?</b>	Yoga and sound bath plus a possible mobile sauna
<b>What is the Highest Number of People You Expect in Attendance at Any One Time?</b>	50-100
<b>Coordinating With Another Event?</b>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If Yes, Event Name:

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

Set up will start at about 8am. Guests will starting arriving at 9am and enjoy smoothies from a local vendor (PS Nutrition) and possibly a mobile sauna (dependent on time of year and availability).

The session will start at 10am and include a beginner style yoga class with a live cellist and ending with a sound bath (crystal sound bowls) and end at 11:15.

If electricity is not available, a small generator will be rented. The entire event lasts about 2.5 hours and is deeply relaxing and stress relieving.

1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies – Please Review Section 12.2 f.)*  
City Operated ☐ Co-sponsored Event ☐ Other Non-Profit ☐ Other For-Profit ☒ Political or Ballot Issue ☐

2. **ANNUAL EVENT:** Is this event expected to occur next year? YES ☐ NO ☐

If Yes, you can reserve a date for next year with this application (see Policy 12.15). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July): \_\_\_\_\_

Next year's specific dates: \_\_\_\_\_

\*\*\*See section 12.13 for license & insurance requirements for vendors\*\*\*

3. **FOOD VENDORS/ CONCESSIONS?** YES ☒ NO ☐ **OTHER VENDORS?** YES ☒ NO ☐  
4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** YES ☐ NO ☒  
5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES ☐ NO ☒  
6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** YES ☒ NO ☐

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

Public Bathrooms \_\_\_\_\_

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

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

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

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

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

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

YES ☐ NO ☒

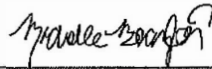
If Yes, list the lots or locations where/why this is requested: \_\_\_\_\_

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

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

March 19, 2025

Date



Signature of Sponsoring Organization's Agent

**RETURN THIS APPLICATION at least twenty (21) days prior to the first day of the event to: City**

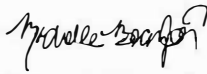
Manager's Office  
City Hall  
201 S. Main Street  
Plymouth MI 48170

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The Aloe and Alchemy LLC (*organization name*) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Morning Glow Yoga + Cello (*event name*) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature 

Date March 27, 2025

Witness \_\_\_\_\_

Date \_\_\_\_\_

New

EVENT REVIEW FORM

EVENT NAME: Morning Glow Yoga, Sound Bath + Cello TOTAL ESTIMATED FEE: \_\_\_\_\_

(Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

0/29/25 8am - 12 noon

MUNICIPAL SERVICES:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>CP</u>
<u>1 FEE Approx 4 hrs</u>				
\$250 Bathroom Cleaning Fee Per Day of Event <u>YES</u> NO				
Labor Costs: \$	<u>250</u>	Equipment Costs: \$	<u>75</u>	Materials Costs \$
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>acc</u>
<u>No services needed</u>				
Labor Costs \$		Equipment Costs \$	<u>0</u>	Materials Costs \$
FIRE:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>JS</u>
<u>NO SERVICES REQUESTED</u>				
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$
HVA:	Approved	Denied	(list reason for denial)	Initial
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>SBP</u>
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>KB</u>
Class I – Low Hazard	Event Sponsors must provide current Certificate of Insurance naming City			
Class II – Moderate Hazard	of Plymouth as 'Additional Insured' including in the Description Box/Area.			
<u>Class III – High Hazard</u>	Food vendor/service requirements per Special Event Policy, must also be			
Class IV – Severe Hazard	met for any food.			
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				



# City of Plymouth Invoice (Estimated)



**City of Plymouth**  
**201 S. Main St.**  
**Plymouth, MI 48170**

**734-453-1234 Ext. 203**

[www.plymouthmi.gov](http://www.plymouthmi.gov)

101.008.694.300

Morning Glow Yoga, Sound Bath + Cello

**Invoice Date** 4/7/2025

**Bill To** Aloe + Alchemy LLC

**Address** Rachelle Beazley

42130 Sutters Lane

Northville, MI 48168

**Invoice Subtotal** \$575.00

**Deposit - 75% of estimated expenses** \$431.25

**\*Estimated Remaining Total** \$143.75

Labor			
JUNE 29 2025	DMS LABOR	\$	250.00
Municipal Services Equipment			
JUNE 29 2025	DMS VEHICLE	\$	75.00
Supplies			
Outside Vendors			
Other City Services			
JUNE 29 2025	RESTROOM CLEANING	\$	250.00
<b>Subtotal</b>			\$575.00
<b>Deposit - 75% of estimated expenses</b>			\$431.25
<b>*Estimated Remaining Total</b>			\$143.75

\*All fees are only initial estimates and can increase upon assessment of services after the close of the event



# Special Event Application

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

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

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

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

<b>Sponsoring Organization's Legal Name</b>		<u>Kelly Voelker</u>			
Ph#	<u>734-502-0318</u>	Fax#		Email	<u>klvoelker@yahoo.com</u>
Address		<u>844 Fairground St.</u>	City	<u>Plymouth</u>	State <u>MI</u> Zip <u>48170</u>
<b>Sponsoring Organization's Agent's Name</b>		<u>Kelly Voelker</u>			
Ph#	<u>734-502-0318</u>	Fax#		Email	<u>klvoelker@yahoo.com</u>
Address		<u>844 Fairground St.</u>	City	<u>Plymouth</u>	State <u>MI</u> Zip <u>48170</u>

Event Name Voelker Family Gathering

Event Purpose family gathering

Event Date(s) August 2, 2025

Event Times 1:00 pm - 3:00 pm

Event Location Lions Club Park Pavillion

What Kind Of Activities? Eating, talking

What is the Highest Number of People You Expect in Attendance at Any One Time? 24

Coordinating With Another Event? YES ☐ NO ☒ If Yes, Event Name: \_\_\_\_\_

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)  
We plan to have a BBQ lunch family gathering. No exchange of gifts. No sports activities. No alcohol.

RECEIVED

MAR 24 2025

City of Plymouth

1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: (Weddings Ceremonies – Please Review Section 12.2 f.)  
City Operated ☐ Co-sponsored Event ☐ Other Non-Profit ☒ Other For-Profit ☐ Political or Ballot Issue ☐

2. **ANNUAL EVENT:** Is this event expected to occur next year? YES ☐ NO ☒

If Yes, you can reserve a date for next year with this application (see Policy 12.15). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July): \_\_\_\_\_

Next year's specific dates: \_\_\_\_\_

\*\*\*See section 12.13 for license & insurance requirements for vendors\*\*\*

3. **FOOD VENDORS/ CONCESSIONS?** YES ☐ NO ☒ **OTHER VENDORS?** YES ☐ NO ☒  
4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** YES ☐ NO ☒  
5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES ☐ NO ☒  
6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** YES ☐ NO ☒

**CITY SERVICES REQUIRED?** If needed, please attach a letter indicating all requests for City Services.  
(see Attachment B)  
none  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

YES ☐ NO ☒

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

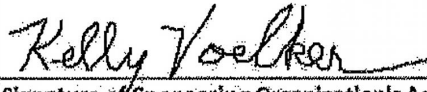


10. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that
- a. a Certificate of Insurance must be provided which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.10 for Insurance requirements)
  - b. Event sponsors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

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

March 24, 2025

Date

  
Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least twenty (21) days prior to the first day of the event to: City

Manager's Office  
City Hall  
201 S. Main Street  
Plymouth MI 48170

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The Kelly Voelker (organization name) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Family gathering (event name) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature Kelly Voelker

Date March 24, 2025

Witness C Voelker

Date 3/24/2025

# EVENT REVIEW FORM

EVENT NAME: Voellker Family Gathering ESTAL ESTIMATED FEE: \_\_\_\_\_

(Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

8/2/25 - Lions Club Park

MUNICIPAL SERVICES:	<u>Approved</u>	Denied	(list reason for denial)	Initial	<u>CP</u>
<u>NO SERVICES NEEDED</u>					
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO					
Labor Costs: \$	<u>2</u>	Equipment Costs: \$	<u>0</u>	Materials Costs \$	<u>0</u>
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial	<u>Dec</u>
<u>NO SERVICES NEEDED</u>					
Labor Costs \$		Equipment Costs \$	<u>0</u>	Materials Costs \$	
FIRE:	<u>Approved</u>	Denied	(list reason for denial)	Initial	<u>RS</u>
<u>NO SERVICES REQUESTED</u>					
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$	
HVA:	Approved	Denied	(list reason for denial)	Initial	
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial	<u>SBP</u>
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$	
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial	<u>WB</u>
Class I – Low Hazard	Event Sponsors must provide current Certificate of Insurance naming City				
Class II – Moderate Hazard	of Plymouth as 'Additional Insured' including in the Description Box/Area.				
Class III – High Hazard	Food vendor/service requirements per Special Event Policy, must also be				
Class IV – Severe Hazard	met for any food.				
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____					
APPROVED _____ NOT APPROVED _____ DATE _____					





## Administrative Recommendation

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

[www.plymouthmi.gov](http://www.plymouthmi.gov)  
Phone 734-453-1234  
Fax 734-455-1892

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: S:\Manager\Sincock Files\Memorandum - Road Salt Bids - 25 - 26 - 04-07-25.docx  
Date: April 2, 2025  
RE: Road Salt Order for the 2025 – 26 Winter Season (next winter)

---

### Background

The City is planning on using the MIDEAL or State of Michigan Purchase Contract for Road Salt for the upcoming 25 - 26 Winter season. By using the State of Michigan contract, we are able to use the State's bidding procedures and take advantage of the large volume group pricing that is offered under the state contract.

Prior to using brine, on average one-inch snowfall, we would use approximately 50 tons of salt to clear our streets and municipal parking areas. Obviously, during a more significant storm our use of road salt would climb with the amount of snow and the length of time that it snows. That would be an annual pre-brine rate of 1,500 to upwards of 2,000 tons of road salt. The last couple of winters have been relatively mild, so it's not feasible to compare one year to the next in terms of salt usage/ordering. The use of brine has reduced our salt per storm usage by approximately 25% to 30%. It should also be noted that the "Brine Lab" at the DMS Yard was designed and built by our own Municipal Services employees. In addition to brine, we use on-board computers to monitor our flow rates and weather/road conditions. This has also had an impact on our salt usage.

The MIDEAL Purchasing Program requires that we place our order for Road Salt for next winter now. This allows the State to combine the anticipated demand from all of the participating municipalities into a single bid. The actual price for road salt will not become available until sometime in August.

We have attached a memorandum from Municipal Services Director Chris Porman that will provide additional background information on this subject.

### RECOMMENDATION:

The City Administration recommends that the City Commission accept the terms for the State Bid for Road Salt for the upcoming winter season. We have prepared a proposed Resolution for the City Commission to consider regarding this matter. The only thing being authorized at this time is for the City to participate in the MIDEAL Program for road salt purchases and for a specified amount of salt based on a future state bid. Should you have any questions in advance of the meeting please feel free to contact me.



## **Department of Municipal Services**

1231 Goldsmith, Plymouth, MI

734-453-7737

dms@plymouthmi.gov

Date: March 24, 2025  
To: Paul Sincock, City Manager  
From: Chris S. Porman, Director of Municipal Services  
Re: Winter 2025/2026 Salt Order

### Background

The City of Plymouth has participated in the State of Michigan extended purchasing program (MiDeal), for the purchase of bulk road salt for the many years. By participating in purchasing road salt through the MiDeal program, we are able to take advantage of the lower pricing acquired through the purchasing power of the entire state of Michigan, as well as receive a guarantee to the quantity of salt that we are requesting.

We are required to place the order now for next winter, even though we are not far removed from the previous winter, as the State combines the demand from all participating municipalities into a single bid. The actual price does not become available until the bid is awarded (usually August) and the salt is available for delivery. As reference, the State price in previous years were as follows:

\$58.95 in 2014/2015  
\$57.08 in 2015/2016  
\$42.43 in 2016/2017  
\$30.97 for 2017/18  
\$61.24 for 2018/19  
\$52.38 for 2019/20  
\$50.02 for 2020/21  
\$43.58 for 2021/22  
\$53.45 for 2022/23  
\$55.05 for 2023/24  
\$58.42 for 2024/25

The MiDeal program stipulates that communities must purchase at least 80% of the total order. Communities may purchase an additional 20% over their initial order. This range provides us the flexibility to navigate "most" mild or harsh winters.

For the next season, we would like to order 350 tons. Prior to using brine for pretreatment or pre-wetting the salt, we would use approximately 1,500 tons on average. As we have been

continuing to increase our use of brine over the last few years, our usage has been consistently below 1,000 tons. Admittedly, some of the reduction is a result of a bit milder winters including last year, but we have seen approximately 25% to 30% less salt usage per each "storm." The last two years, we have struggled to meet our minimum and have had to arrange other storage options for the salt. Based on our usage, we would like to place our order for 350 tons for next winter. To participate in the State of Michigan program, we need to order the salt now.

#### Recommendation

Due to funds being committed for the purchase, I would recommend that the City Commission grant authorization to enter into the State of Michigan (MiDeal) program for the purchase of road salt in the amount of 350 tons.

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

## RESOLUTION

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

- WHEREAS The City of Plymouth operates a road system and the winter months require that  
The City take certain snow and ice control measures to ensure the public safety, and
- WHEREAS The City of Plymouth uses a significant amount of Road Salt to keep the City's  
Roads passable during the winter months, and
- WHEREAS The City may choose to participate in the State of Michigan group purchasing plan  
Known as the MIDEAL for the purchase of Road Salt.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the City Administration to enter into an agreement with the State of Michigan for the purchase of Road Salt through the MIDEAL Extended Purchasing Plan for the 2025 - 26 winter season. The City shall contract for 350 tons of road salt and comply with the terms of the MIDEAL contract when it is awarded.





## Administrative Recommendation

---

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

[www.plymouthmi.gov](http://www.plymouthmi.gov)  
Phone 734-453-1234  
Fax 734-455-1892

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: *S:\Manager\Sincock Files\Memorandum - Intergovernmental Agreement with Wayne County Parks Millage - PCC Lighting - 04-07-25.docx*  
Date: April 2, 2025  
RE: Intergovernmental Agreement with Wayne County Park Millage Funds

---

### **BACKGROUND:**

The City Commission may be aware that Wayne County returns a small portion of the County Parks Millage back to the local communities. This program would allow the local community to determine their own park's needs, which in our case are identified by the City Recreation Master Plan.

This is "County Money" because it has been collected from our taxpayers as a County Parks millage for improvements to the County Parks. The County has chosen to make a small "grant" back to each community, based on a percentage of what was collected in that community. For the County to give a grant to another taxing unit it is necessary to execute an Intergovernmental Agreement with the County for the \$23,181 worth of improvements to our recreational facilities. In the past, this funding has been used for everything from portable bleachers, to repairing the lights at Massey Field, to other needs in our parks or at the Cultural Center.

The plan this year is to use these funds to upgrade the light fixtures at the Cultural Center to help improve the lighting in the arena, especially during the pickleball season. Our plan would then be to re-purpose the working light fixtures in the arena to other areas of the city to improve lighting and to make it more efficient.

The County's Corporate Counsel Office sent over a contract for the City to execute. This Agreement has been reviewed by the City Attorney as well. The contract is "boiler plate" from Wayne County and is basically the same contract that we approve each year. We will need to have the agreement approved by Resolution of the City Commission and signed by the mayor.

### **RECOMMENDATION:**

The City Administration recommends that the City Commission adopt the proposed Intergovernmental Agreement with Wayne County for the use of County Parks Millage funds.

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





# CITY OF PLYMOUTH

Recreation Department  
Plymouth Cultural Center  
525 Farmer  
Plymouth, MI 48170

[www.plymouthmi.gov](http://www.plymouthmi.gov)

Phone 734-455-6620

## Memo

To: Paul Sincock, City Manager  
From: Steve Anderson, Recreation Director  
CC:  
Date: 4/2/2025  
Re: Intergovernmental Agreement (IGA)- Wayne County Park Millage Funds – Arena LED Improvements

Wayne County has again chosen to return some of the Wayne County Parks Millage funds back to the local communities to specifically fund recreational capital improvements. The City of Plymouth's share of these funds for this budget year is \$23,181.00. This amount is \$1,240.00 more than last year's allocation.

As you are aware, the arena area of the Cultural Center is converted over the summer months into a popular pickleball venue. The pickleball program includes drop-in play six days a week and four midweek evening leagues that have been full each season with wait lists over the past two years.

Even though we have had overwhelming success with the new program, a major deficiency that has been pointed out to us by the program participant is the current lighting levels within the arena. When the ice is in the arena during the winter months, the white ice paint reflects the current lighting and is relatively acceptable. However, during the summer months, when the ice is out, the gray smooth concrete floor has no reflective properties, and the lighting is very dim.

The proposed new LED lighting fixtures have technology that allows for "Bluetooth" wireless dimming controls. This dimming option would allow us to change the level of lighting within the arena to between 300 – 500 watts per fixture. This in turn would give us the flexibility to meet the minimum required footcandles needed for each activity in the arena and still strive for the best possible energy savings.

By doing this upgrade in the arena, this will also allow us to repurpose the current 2018 first generation LED lighting fixtures for other applications within city facilities. For example, these Hi-Bay lights are commonly used in places like the DMS Garage, Fire Dept. Truck Bay, Fire House #3 or any other

indoor Hi-Bay lighting applications. They are perfect for replacing much older and failing florescent fixtures.

The attached Wayne County intergovernmental agreement is basically a boiler plate of the previous budget year millage allotments. The only costs for the city for this project would be:

- Standard signage is to be posted outside the Cultural Center as required by Wayne County. This cost would be minimal and generally does not exceed \$500.00.
- Any overrun on the purchase cost would then be absorbed by the Recreation Fund. We generally spend just over the allocated amount, so we do not leave any money on the table.

The purchases will be paid from and then reimbursed to the Recreation Capital Improvement Fund (408 Fund). Hopefully, all transactions will take place in the 2024-25 budget year. However, depending on how fast the IGA can be processed at the County, we may overlap into the 2025-26 Budget year.

We would recommend the adoption of this Intergovernmental Agreement by the City Commission to receive the amount of \$23,181.00 from Wayne County for recreational capital improvements in the form of an arena LED lighting improvement at the Plymouth Cultural Center.

Please feel free to contact me at any time with questions.

**AGREEMENT**

**between**

**THE CHARTER COUNTY OF WAYNE**

**and**

**THE CITY OF PLYMOUTH**

**for**

**Improvements to**

**PLYMOUTH CULTURAL CENTER**

**FY 2024-2025**

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**THIS AGREEMENT** (“Agreement”) is between the County of Wayne, Michigan, a public body corporate and Home Rule Charter County, acting through its Department of Public Services, Parks Division (hereinafter the “County”) and the City of Plymouth, a Michigan municipal corporation (hereinafter “City”).

**1. PURPOSE**

**1.01** The County and City have an interest in entering into cooperative parks and recreation projects that are mutually beneficial to the citizens of Wayne County.

**2. SCOPE OF THE PROJECT**

**2.01** The County will cooperatively fund the construction of improvements (the “Project”) at Plymouth Cultural Center, located in the City (individually, “Site” or collectively, “Sites”), for the citizens of Wayne County, at the location(s) described in **Exhibit A** attached hereto and made a part hereof. The County will finance any improvements agreed upon by the Chief Executive Officer for the County or his/her designee and the Mayor of the City or his/her designee, in creation of the Project under the limitations indicated in Sections 3, 4 and 5.

**3. TERM OF CONTRACT**

**3.01** The term of this Agreement shall commence upon approval by the Wayne County Commission and **shall terminate on September 30, 2027 at 11:59 p.m.**

**3.02** If City fails to complete the Project by the termination date as stated in Section 3.01, the parties agree that the County shall be under no further obligation to provide any remaining funds committed hereunder.

**4. COUNTY'S COVENANTS**

**4.01** The County will assist in funding construction of the Project described in **Exhibit B** attached hereto and made a part hereof. The FY 2024-2025 funding provided by the County for the recreational Project **shall not exceed Twenty Three Thousand One Hundred Eighty One Dollars (\$23,181).**

**5. CITY'S COVENANTS**

**5.01** Prior to construction of any portion of the Project, City shall provide the County with documents evidencing title to each Site, including, but not limited to, deeds, assignments, leases, land contracts, and mortgage instruments. The documents must specify all covenants, restrictions, easements, or other encumbrances on each Site.

**5.02** City warrants that it is the legal owner with good, valid, and clear title to each Site and that each Site is accurately described in **Exhibit A**. City shall hold harmless and defend the County against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including but not limited to, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to an action by a third party to quiet title in any Site described in **Exhibit A**.

**5.03** City shall keep accurate records and account of the Project costs that shall be accessible for inspection and audit by a representative of the County.

**5.04** City shall submit to the County no more frequently than once every 30 days, a certified application for reimbursement of acceptable Project costs together with all contractor and

subcontractor certified invoices and any required supporting documentation for reimbursement, which shall be made upon receipt and approval of the application for reimbursement. The County is under no obligation to reimburse City for any unapproved costs or costs outside the scope of this Agreement.

**5.05** City shall be responsible for financing the Project beyond the financial commitment the County has made as indicated in Section 4.01.

**5.06** City shall operate and maintain improvements for public recreation, and that it shall allow each park to be open to the public on equal and reasonable terms and that no individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age or handicap.

**5.07** City agrees that in consideration of the financial commitment that the County is providing for the Project, City shall operate each Site as a recreational facility for no less than ten (10) years after the Project is completed.

**5.08** City will develop signage at its own expense, which recognizes the County as a donor at each Site. The signage shall comply with the specifications described in **Exhibit C** attached hereto and made a part hereof. The County shall have the right to approve the signage. Such approval will not be unreasonably withheld or delayed. City shall install the signage prior to the Project's completion.

**5.09** City agrees to provide the County with an opportunity to participate in planning any press conference, ribbon cutting ceremony, opening ceremony, or other public/media announcement related to the Project ("media event"). City further agrees to provide the County with no less than thirty (30) days prior written notice of a proposed media event.

**5.10** Breach of any of the provisions contained in this Article may be regarded as a material breach of this Agreement.

## **6. TERMINATION**

**6.01** This Agreement can be terminated by either party with or without cause upon thirty (30) days written notice, prior to commencing construction. If terminated prior to commencing construction of the Project, each party is solely responsible for its own costs, fees, and obligations incurred prior to the termination.

**6.02** After the Project's construction is commenced, the County may terminate this Agreement with or without cause and shall be responsible for expenses previously approved by the County and incurred by City, not to exceed the amount stated in Section 4.01.

**6.03** City may terminate this Agreement, with or without cause, after construction is commenced and shall return to the County any funding provided by the same under this Agreement.

**6.04** This Agreement shall terminate if any Site is not operational and regularly open to the public.

## **7. DATA TO BE FURNISHED**

**7.01** City must maintain copies of all information, books, data, reports, records, etc., related to the Project. Such information and records shall be maintained for a period of three (3) years from the date City receives its final reimbursement payment under this Agreement.

**7.02** Upon the request of the County or its authorized representative, including its Legislative Auditor General, City must furnish, without charge, copies of all information, books, records, data, reports, etc., of City, or any contractors, subcontractors, consultants or agents rendering or furnishing services under this Agreement, whether direct or indirect, that will permit adequate evaluation or audit of the services provided by City or any of its contractors, subcontractors, consultants or agents. City must include a similar covenant allowing for County audit in any agreement it has with a contractor, subcontractor, consultant or agent related to this Agreement. The County may delay reimbursement payments to City pending the results of any such audit without penalty or interest.

**7.03** The County may schedule conferences at mutually convenient times with City administrative personnel to gather the information. If, as a result of any audit conducted by or for the County relating to City's performance under this Agreement, a discrepancy should arise as to the amount of compensation due City, City shall pay to the County on demand the amount of compensation in question. If City fails or refuses to make payment, in addition to other legal remedies available to the County, the County may retain said amount from any funds allocated to City but not yet disbursed under this Agreement or may offset such a deficiency against the compensation to be paid City in any concurrent, successive or future agreements between the parties.

**7.04** City further acknowledges the right of the Wayne County Commission as a third-party beneficiary of this Agreement to sue for specific performance to enforce the audit rights provided herein for the Legislative Auditor General.

## **8. ADMINISTRATION**

**8.01** City must inform the County as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent meeting the objectives of this Agreement, including changes, transfer, or assignment of any real property interest related to any Site;
- B. Favorable developments or events that enable meeting time schedules or goals sooner than anticipated; or
- C. Any changes or modifications in appropriations and funding for the Project.

## **9. RELATIONSHIP OF PARTIES**

**9.01** The parties are independent entities. No liability or benefits, such as Workers' Compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agents, contractors, subcontractors, or employees as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agents, employees, contractors, or subcontractors.

## **10. INSURANCE**

**10.1** City will require that all contractors undertaking work on the Project abide the terms, and provide insurance coverage in said amounts, as set forth in **Exhibit D**.

**10.2** All insurance and bonds shall name the Charter County of Wayne and the City as insured or beneficiary.

## **11. HOLD HARMLESS**

**11.01** City agrees to remain responsible for its own negligence, or tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, contractors, subcontractors, consultants, or agents. It is agreed that the County is merely acting as a funding source for the Project and that any negligence, or tortious acts, errors, or omissions on the part of the County shall only arise out of providing these funds or processing reimbursement requests made by City as submitted pursuant to Section 5.04.

**11.02** This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or City or any of their agencies, or employees, as provided by statute or modified by court decisions.

## **12. LIABILITY**

**12.01** The County does not assume and is not responsible for, payment of any debt service, lien, or encumbrance, including, but not limited to, mortgage, promissory note, land contract, or other obligation, incurred prior to the signing or during the term of this Agreement.

**12.02** This Agreement is not intended to create beneficial rights in any third party other than the Wayne County Commission. This Agreement is entered into for the sole benefit of the parties to this Agreement.

## **13. ENVIRONMENTAL MATTERS**

**13.01** City warrants to the County that City will not use Hazardous Materials (as defined in Section 13.06) at any Site in violation of any governmental regulation pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

**13.02** City warrants that it is not in violation of governmental regulations pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at any Site, and, to the best of City's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects a Site.

**13.03** City will keep each Site free of Hazardous Materials except to the extent that the Hazardous Materials are stored or used in compliance with applicable local, state and federal



regulations. City must not cause or permit any Site to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with governmental regulations. City shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of City, any tenant, subtenant or occupant, the release, spill, leak or emission of Hazardous Materials at any Site or onto any other contiguous property.

**13.04** Prior to commencing the Project, City must conduct and complete or cause to be conducted and completed an investigation, including a comprehensive environmental audit, studies, sampling, and testing, as the County deems necessary. A copy of any environmental audit, study, sampling or testing shall be provided to the County within ten (10) working days of City's receipt of such audit, study, sampling or testing. If the audit reveals the existence of any Hazardous Material at any Site, City shall immediately disclose the findings to the County. If the County decides to proceed with the Project, City shall do or cause to be done all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Site as required by all applicable governmental regulations, to the satisfaction of the County, and according to all federal, state and local governmental authorities. Any audit conducted by the County is solely for the benefit, protection, and interest of the County. City or any third party cannot rely upon the audit conducted by the County for any purpose.

**13.05** It is agreed that the County is merely acting as a funding source for the Project and that the County shall only be responsible for providing these funds and processing reimbursement requests made by City as submitted pursuant to Section 5.04. Therefore, the County shall not be responsible for any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to:

- A. The presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Site or the soil, water, vegetation, buildings, personal property, persons or animals;
- B. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials at a Site;
- C. Any lawsuit brought or threatened, settlement reached or government order relating to the Hazardous Materials with respect to a Site;
- D. Any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of any mortgage, which are based on or related to the Hazardous Materials used at a Site;
- E. This section applies to the presence, disposal, release, leakage, or threatened release of any Hazardous Materials prior to the effective date of this Agreement.

**13.06** Hazardous Material means any material or substance:

- A. Which is or becomes defined as a hazardous substance, pollutant, or contaminant pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et. seq.) and any amendments thereto and regulations pursuant thereto;

- B. Containing gasoline, oil, diesel, fuel, or other petroleum products;
- C. Which is or becomes defined as hazardous waste pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901 et. seq.) and any amendments thereto and regulations pursuant thereto;
- D. Containing polychlorinated biphenyl;
- E. Containing asbestos;
- F. Which is radioactive;
- G. The presence of which requires investigation or remediation under any governmental regulation; or
- H. Which is or becomes defined as a hazardous waste, hazardous substance, pollutant, contaminant, or biologically hazardous material under any governmental regulation.

#### **14. COMPLIANCE WITH LAWS**

**14.01** Each party must comply with and must require its employees to comply with all applicable laws and regulations.

**14.02** City must construct and develop the Project or cause the Project to be constructed and developed according to applicable local, state and federal laws.

#### **15. AMENDMENTS**

**15.01** No amendment to this Agreement is effective unless it references this Agreement, is written and signed by duly authorized representatives of both parties and approved by resolutions adopted by the Plymouth City Council and the Wayne County Commission.

#### **16. NONDISCRIMINATION PRACTICES**

**16.01** City shall require that all contractors, subcontractors, consultants and agents retained to perform work related to this Agreement comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to these Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Elliot-Larson Civil Rights Act (P.A. 1976 No. 453)
- F. The Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- G. The anti-discrimination provisions as required by Section 120-192 of the Wayne County Code of Ordinances.

**16.02** All contractors, subcontractors, consultants and agents retained by City to perform work related to this Agreement shall not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, familial status, height or weight.
- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Section 120-192 of the Wayne County Code of Ordinances, or applicable state or federal law, make or use a written or oral inquiry or form of application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight, of prospective employees. City also shall not make or keep a record of that information or disclose such information.
- E. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap, or sex.

**16.03** City agrees that it will notify all of its contractors, subcontractors, consultants, or agents of their obligations relative to non-discrimination under this Agreement when soliciting the contractor, subcontractor, consultant, or agent. City will include the provisions of this Article in any contract, as well as provide the County with a copy of any agreement with a contractor, subcontractor, consultant, or agent completing work related to this Agreement.

**16.04** All contractors, subcontractors, consultants and agents retained by City to perform work related to this Agreement shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight. This Section does not apply if it is determined by the County Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon City.

**16.05** Breach of any of the covenants in this Article may be regarded as a material breach of this Agreement.

**16.06** City acknowledges the right of the County Director of Human Relations to sue to enforce the provisions in this Article.

**16.07** If City or any of its contractors, subcontractors, consultants, or agents does not comply with the non-discrimination provisions of this Agreement, the County may impose sanctions, as it determines to be appropriate, including but not limited to the cancellation, termination or suspension of this Agreement, in whole or in part.

**16.08** In the event that City is or becomes subject to federal or state law which conflicts with the requirements of Section 120-192 of the Wayne County Code of Ordinances, the provisions of federal or state law shall apply and this Agreement shall be interpreted and enforced accordingly. In accordance with the Elliot-Larson Civil Rights Act, P.A. 1976 No. 453, as amended, MCL 37.2101 *et seq.*, City covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, weight, height, or marital status, and to require a similar covenant on the part of any contractor, subcontractor, consultant, or agent employed in the performance of this Agreement.

#### **17. ETHICS IN CONTRACTING**

**17.01** City and all of its contractors must comply with Article 12 of Chapter 120 of the Wayne County Code of Ordinances governing "Ethics in Public Contracting" or any similarly existing City ordinances.

#### **18. NOTICES**

**18.01** All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:

**If to City:**  
Recreation Department  
City of Plymouth  
525 Farmer  
Plymouth, Michigan 48170

**If to the County:**  
Director of Parks  
Wayne County Parks  
33175 Ann Arbor Trail  
Westland, Michigan 48185  
**and**  
Director  
Wayne County Department of Public Services  
400 Monroe, Suite 300  
Detroit, Michigan 48226

**18.02** All notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

**18.03** Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

#### **19. WAIVER OF ANY BREACH**

**19.01** No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach constitutes a waiver of any breach of term. No

waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

## **20. SEVERABILITY OF PROVISIONS**

**20.01** If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

## **21. MERGER CLAUSE**

**21.01** This Agreement, including the Exhibits contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth in this Agreement. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth herein.

**21.02** This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

## **22. JURISDICTION AND LAW**

**22.01** This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. Each party consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. Each party will not commence any action against the other because of any matter arising out of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Court of Claims, the Michigan Supreme Court or the Michigan Court of Appeals.

## **23. MISCELLANEOUS**

**23.01** It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

**23.02** The parties agree that upon termination of this Agreement, the following sections shall survive termination and shall remain in full force and effect: 5.02; 11; 12; 13; 14 and 22.

**23.03** The term "County" includes the Charter County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents, and employees.

**23.04** This Agreement must not be construed as a waiver of any governmental immunity by the County or City, or any of their agencies, or employees, has as provided by statute or modified by court decisions.

**23.05** The headings of the articles in this Agreement are for convenience only and must not be used to construe or interpret the scope or intent of this Agreement or in any way affect this Agreement.

**24. AUTHORIZATION AND CAPABILITY**

**24.01** This Agreement has been approved, as evidenced by the attached Resolutions adopted by the Plymouth City Council and the County Commission. Copies of such resolutions shall be attached to this Agreement.

**24.02** Each party warrants that the person signing this Agreement is authorized to sign on behalf of its principal and is empowered to bind its principal to this Agreement.

**25. SIGNATURE**

**25.01** The County and City, by their authorized officers and representatives have executed this Agreement as of the dates written below.

**[SIGNATURES ON THE FOLLOWING PAGES]**

City of Plymouth  
Plymouth Cultural Center

County Commission approved and execution authorized by Resolution	CHARTER COUNTY OF WAYNE
No. _____	By: _____
Date: _____	<b>Warren C. Evans</b>
	Its: County Executive
	Date: _____

APPROVED AS TO FORM

By: Patricia Moore

DEPT. OF CORPORATION COUNSEL

3/21/2025



City of Plymouth  
Plymouth Cultural Center

<p>Plymouth City Council approved and execution authorized by Resolution</p> <p>No. _____</p> <p>Date: _____</p>	<p>CITY OF PLYMOUTH</p> <p>By: _____</p> <p><b>Suzi Deal</b></p> <p>Its: Mayor</p> <p>Date: _____</p>
----------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------

~~CONFIDENTIAL~~



MUNICIPAL BUILDING AUTHORITY MINUTES

Wednesday, September 8, 1971

A meeting of the Municipal Building Authority of the City of Plymouth was held in the City Hall on Wednesday, September 8, 1971, at 6:30 P.M.

PRESENT: Herbert Burley, William C. Hartmann, John M. Hoben, Clifford W. Taft and Thomas J. Kelly

ABSENT: None

OTHERS PRESENT: Eugene S. Silder, City Clerk

Moved by Mr. Hartmann and supported by Mr. Burley that the minutes of August 26, 1971, be approved as printed. Carried unanimously.

The City Clerk presented a proposed Bond Authorizing Ordinance, as prepared by the City's Bonding Counsel (Miller Canfield Paddock & Stone) for the purpose of financing a Community Cultural Recreational Center. After reading and review, it was moved by Mr. Burley and supported by Mr. Taft that the following Ordinance be adopted:

ORDINANCE NO. 5

AN ORDINANCE PROVIDING FOR THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A BUILDING AND IMPROVEMENT OF THE SITE THEREFOR, TOGETHER WITH APPURTENANT FACILITIES, BY THE CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY FOR THE USE OF THE CITY OF PLYMOUTH; PROVIDING FOR THE ISSUANCE OF REVENUE BONDS TO DEFRAY THE COST THEREOF; AND PROVIDING FOR OTHER MATTERS RELATIVE TO SAID IMPROVEMENTS AND THE SAID BONDS.

PREAMBLE

WHEREAS, the City of Plymouth Municipal Building Authority (hereinafter referred to as the "Authority"), has been duly incorporated by the City of Plymouth, a public corporation of the State of Michigan, pursuant to the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, for the purpose of acquiring, furnishing, equipping, owning, improving, enlarging, operating and maintaining a building or buildings, or additions to buildings, automobile parking lots and structures,

M.B.A. Minutes (Continued)  
September 8, 1971  
Page Two

recreational facilities, and the necessary site or sites therefor, together with appurtenant properties and facilities necessary or convenient for the effective use thereof for any legitimate public purpose, of the City of Plymouth; and

WHEREAS, the authority, pursuant to Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, and its Articles of Incorporation, proposes to acquire, construct and equip a building and acquire and improve the site therefor, together with appurtenant facilities and properties necessary or convenient for the use by the City of Plymouth as a cultural center including a skating rink, meeting rooms and recreation offices, said building to be located on the site described and set forth in the Exhibit A of the hereinafter described lease; and

WHEREAS, the total cost of acquiring, constructing and equipping said building and improving the site therefor is estimated to be the sum of One Million Five Hundred Thousand (\$1,500,000.00) Dollars; and

WHEREAS, the Authority proposes, in accordance with the authorization contained in Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, to provide at this time for the issuance of revenue bonds in the aggregate principal sum of One Million Five Hundred Thousand (\$1,500,000.00) Dollars to finance the cost of acquiring, constructing, equipping and improving said facility as specified in the lease hereinafter described; and

WHEREAS, said Authority and the City of Plymouth have entered into a written lease of said facility and the site therefor, which said lease was approved by the City Commission of the City of Plymouth on August 23rd, 1971, is dated August 26th, 1971, and provides for the payment of rentals by the City of Plymouth fully sufficient to pay the principal and interest on the bonds authorized by this Ordinance.

NOW, THEREFORE, THE CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY ORDAINS:

#### DEFINITIONS

Section 1. Wherever used in this Ordinance or in the preambles hereto or the bonds to be issued hereunder, except where

otherwise indicated by context;

(a) The term "Authority" shall be construed to mean the City of Plymouth Municipal Building Authority organized pursuant to the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended.

(b) The term "City" shall be construed to mean the City of Plymouth, Michigan.

(c) The term "Commission" shall be construed to mean the Commission of the Authority, the legislative and governing body of the Authority.

(d) The term "project" shall be construed to mean the building and the acquisition, construction and equipment thereof and improvement of the site therefor, together with appurtenant facilities and properties as described in the preamble hereto, pursuant to the provisions of this Ordinance and the lease.

(e) The term "lease" shall be construed to mean the lease heretofore made and executed between the Authority and the City, as described in the preamble hereto.

(f) The term "rentals" as used herein shall be construed to mean the fixed annual rentals as provided in the lease to be paid to the Authority by the City. Said term shall be considered to have the same meaning and purport as the term "net revenues" as specified in Section 3 of Act 94, Public Acts of Michigan, 1933, as amended.

#### DETERMINATION OF NECESSITY

Section 2. It is hereby determined to be necessary and advisable for the Authority to acquire and construct the project, as provided and specified in the lease.

#### ESTIMATED COST, PERIOD OF USEFULNESS

Section 3. The total cost of acquiring and constructing said project, which estimated cost is One Million Five Hundred Thousand (\$1,500,000.00) Dollars, is hereby approved and confirmed and the estimated period of usefulness of the project is determined

to be not less than forty (40) years.

#### ISSUANCE OF REVENUE BONDS

Section 4. For the purpose of paying the cost of the project including the payment of architect's fees, legal and financing expenses, and other expenses incidental to the financing, there be borrowed on the credit of the rentals of the project, the sum of One Million Five Hundred Thousand (\$1,500,000.00) Dollars, and that in evidence thereof there be issued the negotiable revenue bonds of the Authority in the principal amount of One Million Five Hundred Thousand (\$1,500,000.00) Dollars, which bonds are sometimes referred to in this Ordinance as the "bonds."

#### BOND TERMS

Section 5. Said bonds shall be designated CULTURAL CENTER REVENUE BONDS and shall be payable solely out of the rentals to be paid by the City to the Authority pursuant to the provisions of the lease, and shall consist of three hundred (300) bonds of the denomination of \$5,000.00 each, dated as of October 1, 1971, numbered consecutively in direct order of maturity from 1 to 300 and payable serially as follows:

\$ 30,000.00 October 1st of each of the years from  
1972 to 1975, inclusive;  
\$ 40,000.00 October 1st of each of the years 1976,  
1977 and 1978;  
\$ 50,000.00 October 1st of each of the years 1979  
and 1980;  
\$ 60,000.00 October 1st of each of the years 1981  
and 1982;  
\$ 70,000.00 October 1st of each of the years 1983  
and 1984;  
\$ 80,000.00 October 1st of each of the years 1985  
and 1986;  
\$ 90,000.00 October 1st of each of the years 1987  
and 1988;  
\$100,000.00 October 1, 1989;  
\$110,000.00 October 1st of each of the years 1990  
and 1991;  
\$120,000.00 October 1st of each of the years 1992  
and 1993.

Said bonds shall bear interest at a rate or rates not exceeding eight per cent (8%) per annum, payable on April 1, 1972, and semi-annually thereafter on October 1st and April 1st of each year, both

principal and interest to be payable in lawful money of the United States of America at a bank or trust company qualified as set as paying agent, to be designated by the manager of the account purchasing the bonds, who may also designate a co-paying agent having like qualifications.

Bonds maturing in the years 1972 to 1985, inclusive, shall not be subject to redemption prior to maturity.

Bonds maturing in the years 1986 to 1993, inclusive, shall be subject to redemption prior to maturity, at the option of the Authority, on any interest payment date on or after October 1, 1985, in inverse numerical order at par and accrued interest to the date fixed for redemption, plus a premium as follows:

- 3% of the par value of each bond redeemed prior to October 1, 1989;
- 2% of the par value of each bond redeemed on or after October 1, 1989, but prior to October 1, 1991;
- 1% of the par value of each bond redeemed on or after October 1, 1991, but prior to maturity.

Thirty days notice of the call of any bonds for redemption shall be given by publication in a newspaper or publication circulated in the State of Michigan which carries, as part of its regular service, notices of sale of municipal bonds, and in case of registered bonds, thirty days notice shall be given by mail to the registered holder at the registered address. Bonds so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the paying agent to redeem said bonds.

#### REGISTRATION

Section 6. Said bonds may be registered in the name of the respective holders thereof on books to be kept by the paying agent, as to principal only, such registration being noted by the paying agent on any bond so registered in the registration book printed on the back thereof, after which no transfer shall be valid unless made on said books at the request of the registered holder thereof or attorney duly authorized, and similarly noted in said registration book, but any bond so registered may be discharged from registration by being transferred on such books to bearer, after which it shall be transferable by delivery, and it may be again registered as above. The registration of any such bonds as to principal alone shall not

restrain the negotiability of the coupons by delivery merely.

#### EXECUTION OF BONDS

Section 7. The Chairman, and Secretary of the Commission are hereby authorized and directed to execute said bonds when issued and sold for and on behalf of the Authority, the seal of the Authority shall be affixed thereto by the Secretary of the Commission and the Chairman of the Commission is hereby authorized and directed to execute the interest coupons to be attached to said bonds by causing his facsimile signature to be affixed thereto. Upon the execution of said bonds and the attached coupons, the same shall be delivered to the Treasurer of the Commission or such other office as shall be designated by the Commission, who is hereby authorized and directed to deliver said bonds and attached coupons to the purchaser thereof as hereafter determined by the Commission, upon receipt of the purchase price therefor.

#### SECURITY FOR BONDS

Section 8. The bonds are issued in anticipation of the payment of the rentals which are contractual obligations of the City pursuant to the lease. Said bonds and the attached coupons shall not be a general obligation or indebtedness of the Authority, but shall be payable solely from the rentals received by the Authority pursuant to the lease. To secure such payment, all of such rentals are hereby pledged solely and only for the payment of the bonds, and a statutory first lien is established against such rentals for such purpose.

#### REMEDIES OF BONDHOLDERS

Section 9. The holder or holders of said bonds or coupons representing in the aggregate not less than twenty per cent (20%) of the entire issue then outstanding may, either at law or in equity, by suit, action, mandamus or other proceedings, protect and enforce the lien upon the rentals of the project, and may, by suit, action, mandamus or other proceedings, enforce and compel performance of all duties of the Authority, or its officers, including the collection of rentals, the proper segregation and application thereof as required by this Ordinance, and all other duties required to be performed by the Authority pursuant to the lease and this Ordinance.

If there be any default in the payment of the principal of



M. J. W. W. W. (Continued)  
September 1, 1971  
Page Seven

or interest upon any of said bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate said project on behalf of the Authority, and under the direction of said court, and by and with the approval of said court, to perform all of the duties of the Authority and its officers more particularly set forth in the lease, this Ordinance, and in Act 31, Public Acts of Michigan, 1949 (First Extra Session), as amended, and in Act 34, Public Acts of Michigan, 1931, as amended.

#### OPERATION OF PROJECT

Section 10. Pursuant to the terms of the lease the operation, maintenance and management of the project shall be the obligation of the City.

#### OPERATING YEARS

Section 11. The project shall be operated on the basis of a fiscal year commencing July 1st of each year and ending on June 30th of each year.

#### RATES

Section 12. The rentals provided by the lease are hereby established and fixed as the rates to be charged to the City for the use of the project. Such rentals are estimated to be sufficient to provide for the payment of the interest upon and the principal of all the bonds as and when the same become due and payable. Such rentals shall not be reduced, except as provided in the lease, until upon time as all bonds and the interest thereon are paid in full, or sufficient funds for their payment in full have been accumulated. Such rentals shall be increased by the Authority, as provided in the lease, if necessary to meet its obligations on the bonds.

#### ACCOUNTS

Section 13. The rentals paid to the Authority shall be deposited, as received, into a separate depository account to be kept with a bank, insured by the Federal Deposit Insurance Corporation, located in or having a branch in the County of Wayne, Michigan, to be designated CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY CULTURAL CENTER FUNDING BONDS RECEIVING FUND (hereinafter referred to as the "Receiving Fund"). The moneys from time to time in the Receiving Fund shall be transferred periodically in the manner herein provided.

(A) BOND AND INTEREST REDEMPTION FUND

There shall be established and maintained a separate depository account designated BOND AND INTEREST REDEMPTION FUND, the moneys on deposit therein to be used solely and only for the purpose of paying the principal of and interest on the bonds hereby authorized. The moneys in said Bond and Interest Redemption Fund shall be kept on hand with the bank or trust company where the principal of and interest on the bonds herein authorized are currently payable.

There shall be set aside into said fund, from moneys in the Receiving Fund, on or prior to March 15, 1972, and on or prior to March 15th of each year thereafter sums fully sufficient to pay interest on the bonds due the next succeeding April 1st, and on or prior to September 15, 1972, and on or prior to September 15th of each year thereafter sums fully sufficient to pay the principal and interest on the bonds due the next succeeding October 1st.

(B) DEBT SERVICE RESERVE ACCOUNT

Any moneys remaining in the Receiving Fund at the end of any fiscal year after meeting the current principal and interest requirements on the bonds for such year as provided in subparagraph (A) of this section, shall be allocated and set aside on the books and records of the Authority as a DEBT SERVICE RESERVE ACCOUNT, the moneys from time to time in said account to be applied and used for the payment of the principal of and interest on the bonds as to which there would otherwise be default. From and after October 1, 1985, any moneys in said account may, at the option of the Authority, be used and applied to redeem bonds prior to maturity, or purchase prior to maturity at not less than the highest call price then permitted and cancel such repurchased bonds. Moneys remaining in said account shall finally be applied to the payment of the principal of and interest on the bonds last maturing.

REVENUE BOND ACT

Section 16. It is the intent and purpose of the Authority, pursuant to the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, to authorize and issue the bonds subject to the provisions of Act 54, Public Acts of Michigan, 1933, as amended, or such of the provisions of that Act as can be applied to the type of issue here involved. The lease provides that operation, maintenance and administration of the project is the total obligation of the City, as lessee, and thus the rentals provided in the lease are net to the Authority and pledged solely for debt

retirement represented by this bond issue. Thus no Authority operation and maintenance fund is established, as there would be no revenues allocable thereto. The Authority therefore determines that the plan and procedures herein followed complies with all substantive provisions of Act 94, Public Acts of Michigan, 1933, as amended, in that operation and maintenance of the project is fully contracted for, and maximum security for the bonds is provided by a pledge of all of the rentals established in the lease.

#### USE OF PROCEEDS OF BOND SALE

Section 15. The proceeds of sale of the bonds herein authorized, except for accrued interest and premium, if any, shall be deposited in an account with a bank, insured by the Federal Deposit Insurance Corporation, located in or having a branch in the County of Wayne, Michigan, to be designated by resolution of the Authority, said account to be designated CULTURAL CENTER BUILDING CONSTRUCTION FUND (hereinafter referred to as the "Construction Fund"). Accrued interest and premium, if any, received upon delivery of the bonds shall be deposited into the Bond and Interest Redemption Fund. The moneys in the Construction Fund shall be used solely and only to pay costs of acquisition of the project including architect's fees and any legal, financial or other expenses incident thereto, in accordance with the provisions of the lease. If any moneys remain in said fund after payment of all of such costs, such moneys shall be used as provided in Section 17 of this Ordinance.

#### INVESTMENT OF FUNDS, USE OF INCOME

Section 16. Moneys in the funds and accounts established by this Ordinance may be invested in United States government obligations, subject to the provisions of Act 94, Public Acts of Michigan, 1933, as amended. In the event such investments are made, the securities representing the same shall be kept on deposit with the depository or depositories of the fund or funds from which such investments were made. Income or profits from investments, or interest received on bank deposits, shall remain a part of the funds from which the investments or deposits, were made.

#### SURPLUS BOND SALE PROCEEDS

Section 17. Any unexpended balance of the proceeds of sale of the bonds remaining in the Construction Fund after completion of the project, may, at the option of the Authority and the City, expressed by appropriate resolution of their respective governing bodies, and to the extent of not exceeding fifteen per cent (15%)

of the principal amount of bonds issued pursuant to this Ordinance, be used for additions and improvements to the project, provided that at the time of such expenditures such use be also approved by the Municipal Finance Commission. Any remaining balance after such expenditure, or, if expenditure for such purpose is not made, the entire balance shall be paid into the Bond and Interest Redemption Fund and shall be used for the redemption of callable bonds, or prior to the first call date only, purchasing bonds of this issue on the open market at not more than the first call price thereof. Any bonds so acquired by redemption or purchase shall be cancelled and shall not be re-issued.

#### COVENANTS OF AUTHORITY

Section 18. The Authority covenants and agrees with the successive holders of the bonds and coupons that so long as any of the bonds remain outstanding and unpaid as to either principal or interest, ----

(a) The Authority shall punctually perform all of its obligations and duties under this Ordinance and the lease herein set forth, and will collect, segregate and apply the rentals and payments in the manner required under this Ordinance and the lease.

(b) The Authority will maintain and keep proper books of record and account relating to the operation of the project and the rentals and payments received therefrom pursuant to the lease. Not later than three (3) months after the close of each operating year, the Commission will cause to be prepared a statement, in reasonable detail, sworn to by its chief accounting officer, showing the cash receipts and disbursements during such operating year, the assets and liabilities of the project at the beginning and close of the operating year, and such other information as may be necessary to enable any taxpayer or any holder or owner of the bonds, or anyone acting in their behalf, to be fully informed as to all matters pertaining to the financial operation of the project during such year. A certified copy of said statement shall be filed with the City Clerk of the City and the Municipal Finance Commission, and a copy shall also be sent to the manager or managers of the account purchasing the bonds. The Commission shall also cause an annual audit of such books of record and account for the preceding operating year to be made by a recognized independent certified public accountant, and shall mail

such audit to the manager of the syndicate or account purchasing the bonds. At the option of the Authority the aforesaid audit may be submitted in place of the aforesaid report required above.

(c) The Authority will not sell or otherwise dispose of the project until all of the bonds have been paid in full, both as to principal and interest, and will not do or suffer to be done any act which would affect the project in such a way as to impair or affect unfavorably the security of the bonds.

#### ADDITIONAL PROJECTS

Section 19. Nothing contained in this Ordinance shall be construed to prevent the Authority from issuing revenue bonds to finance the construction of additions to the project or any new buildings or projects within the scope of its corporate powers, but said bonds shall be payable out of, and have a first lien only on, the net revenues or annual rentals for space in such new projects or buildings and shall in no way have any lien on or be payable out of any of the rentals pledged to the payment of the bonds of this authorized issue, or any additional bonds issued to complete the project pursuant to the authorization provided in the lease and this Ordinance.

#### ADDITIONAL BONDS

Section 20. The right is reserved in the Authority to issue additional bonds on a parity with the bonds of this authorized issue for the completion of the project in the event the funds realized from the sale of the bonds herein authorized are insufficient therefor, but such additional bonds shall be authorized or issued only upon compliance with the following conditions:

(a) A certificate is executed by the architect in charge of construction, evidencing the fact that additional funds are needed to complete the project in accordance with the plans and specifications, and specifying the amount of money needed therefor. Said certificate shall be filed with the Secretary of the Commission and a copy thereof shall be filed with the City Clerk.

(b) A supplement or amendment to the lease is entered into between the Authority and the City providing for the payment by the City of sufficient additional fixed annual

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rentals to meet the annual principal and interest requirements on the bonds then to be issued.

#### CONTRACT WITH BONDHOLDERS

Section 21. The provisions of this Ordinance, together with lease herein referred to, shall constitute a contract between the Authority and the holder or holders of the bonds from time to time, and after the issuance of any of such bonds, no change, variation or alteration of the provisions of this Ordinance or the lease may be made which would lessen the security for the bonds. The provisions of this Ordinance and the lease shall be enforceable by appropriate proceedings taken by such holder or holders, either at law or in equity.

#### BOND FORM

Section 22. Said bonds and coupons shall be in substantially the following form:

United States of America  
STATE OF MICHIGAN  
COUNTY OF WAYNE  
CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY  
CULTURAL CENTER REVENUE BOND

No. \_\_\_\_\_

\$5,000.00

KNOW ALL MEN BY THESE PRESENTS that CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY, a public corporation of the State of Michigan, for value received, hereby promises to pay the bearer hereof, or if registered, to the registered holder, the sum of

FIVE THOUSAND DOLLARS

on the first day of October, A.D., 19\_\_\_\_, with interest thereon from the date hereof until paid at the rate of \_\_\_\_\_ per cent ( %) per annum, payable on April 1, 1972, and semi-annually thereafter on the first day of October and April of each year, upon presentation and surrender of the proper interest coupons hereto annexed as they severally become due. Both principal and interest on this bond are payable in lawful money of the United States of America at \_\_\_\_\_ or, at the option of the holder, at \_\_\_\_\_

The bonds of this issue are payable solely from the proceeds

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of rentals to be paid by the City of Plymouth, Michigan, pursuant to a certain lease dated ~~September 8, 1971~~, between said governmental unit and the City of Plymouth Municipal Building Authority, whereby said City has leased a building and the site therefor and appurtenant properties and facilities to be acquired, constructed and equipped by said Authority in the City of Plymouth, Michigan, in accordance with the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended. The City of Plymouth Municipal Building Authority has irrevocably pledged to the payment of the bonds the rentals chargeable to the City, as set forth in said lease; the total of said rentals being sufficient in amount to pay promptly, when due, the principal of and interest on the bonds of this issue.

This bond is one of a total authorized issue of three hundred (300) bonds of even date and like tenor, except as to rate of interest and date of maturity, aggregating the principal sum of \$1,500,000.00, numbered consecutively in direct order of maturity from 1 to 300, inclusive, issued under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, and pursuant to Ordinance No. ~~1971~~ duly adopted by the Commission of the City of Plymouth Municipal Building Authority on ~~September 8, 1971~~, for the purpose of building and improving the site therefor, together with appurtenant facilities and properties necessary or convenient for use as a cultural center including a skating rink, meeting rooms and recreation offices for the use of the City of Plymouth. For a complete statement of the revenues from which and the conditions under which this bond is payable, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above-described Ordinance.

Bonds maturing in the years 1972 to 1985, inclusive, shall not be subject to redemption prior to maturity.

Bonds maturing in the years 1986 to 1991, inclusive, shall be subject to redemption prior to maturity, at the option of the Authority, on any interest payment date on or after October 1, 1985, in inverse numerical order, at par and accrued interest to the date fixed for redemption, plus a premium as follows:

3% of the par value of each bond redeemed prior to October 1, 1989;

2% of the par value of each bond redeemed on or after October 1, 1989, but prior to October 1, 1991;

1% of the par value of each bond redeemed on or after October 1, 1991, but prior to maturity.



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Thirty days notice of the call of any bonds for redemption shall be given by publication in a newspaper or publication circulated in the State of Michigan which carries, as part of its regular service, notices of sale of municipal bonds, and in case of registered bonds, thirty days notice shall be given by mail to the registered holder at the registered address. Bonds so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the paying agent to redeem said bonds.

This bond is a self-liquidating bond and it is not a general obligation of the City of Plymouth Municipal Building Authority, and does not constitute an indebtedness of said Authority within any constitutional or statutory limitation, but is payable, both as to principal and interest, solely from the rentals required to be paid by the City of Plymouth, to the Authority, in accordance with the terms of the lease herein mentioned. The principal of and interest on this bond are secured by the irrevocable pledge of all said rentals and a statutory first lien thereon has been created by the bond-authorizing Ordinance.

The City of Plymouth Municipal Building Authority covenants and agrees to fix and maintain at all times while any of said bonds are outstanding, such rentals to the City, in accordance with the terms of the lease, as shall be sufficient to provide for payment of the interest upon and the principal of all such bonds, as and when the same become due and payable.

This bond may be registered as to principal only in the name of the holder on the books of the paying agent, and such registration noted on the back hereof by said paying agent, after which no transfer shall be valid unless made on the books and noted hereon in like manner, but transferability by delivery may be restored by registration to bearer. Such registration shall not affect the negotiability of the interest coupons.

IT IS HEREBY CERTIFIED AND RECITED, that all acts, conditions and things required by law precedent to and in the issuance of this bond and the series of bonds of which this is one have been done and performed in regular and due time and form as required by law.

IN WITNESS WHEREOF, the City of Plymouth Municipal Building Authority by its Commission, has caused this bond to be signed in its name by the Chairman and Secretary of said Commission and its

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corporate seal to be hereunto affixed and has caused the annexed interest coupons to be executed by the facsimile signature of the Chairman of said Commission, all as of the first day of October, A.D., 1971.

CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY

By \_\_\_\_\_  
Its Chairman

Countersigned:

\_\_\_\_\_  
Secretary

(SEAL)°

(Form of Coupon)

No. \_\_\_\_\_ \$ \_\_\_\_\_

On the first day of \_\_\_\_\_, A.D., 19\_\_\_\_, the City of Plymouth Municipal Building Authority, a Michigan public corporation, will pay to the bearer hereof the sum shown hereon, in the manner and out of the revenues described in said bonds at \_\_\_\_\_, being the interest due that date on its Cultural Center Revenue Bond, dated October 1, 1971, No. \_\_\_\_\_.

This coupon is not a general obligation of the City of Plymouth Municipal Building Authority, but is payable solely from certain funds and revenues as set forth in the bond to which it pertains.

\_\_\_\_\_  
Chairman

REGISTRATION  
NOTHING TO BE WRITTEN HEREON EXCEPT  
BY THE PAYING AGENT

Date of Registration : \_\_\_\_\_ Name of Registered Owner : \_\_\_\_\_ Registrar : \_\_\_\_\_

MUNICIPAL FINANCE COMMISSION APPROVAL

Section 23. The bonds herein authorized shall not be issued until the Municipal Finance Commission of the State of Michigan has approved such issuance, and the Secretary of the Commission is hereby authorized and directed to make application to the Municipal Finance Commission for such approval.

PARAGRAPH HEADINGS

Section 24. The paragraph headings in this Ordinance are supplied for convenience of reference only and shall not be considered to be a part of the Ordinance.

SEVERABILITY

Section 25. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such paragraph, section, clause or provision shall not affect any of the other provisions of this Ordinance.

CONFLICTING PROVISIONS

Section 26. All resolutions or orders or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict, hereby repealed.

PUBLICATION OF ORDINANCE

Section 27. This Ordinance shall be published in full in the Mail and Observer, a newspaper of general circulation in the City of Plymouth, County of Wayne, Michigan, within two weeks after its adoption and the same shall be recorded in the Ordinance Book of the Authority and such recording authenticated by the signatures of the Chairman and Secretary of the Commission.

EFFECTIVE DATE

Section 28. This Ordinance shall become effective immediately upon its passage."

Carried unanimously.

The Authority was advised by the City Clerk that bids were scheduled to be received at 7:30 P.M., September 22, 1971, for the construction

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of the Cultural Center and that the next meeting of the  
Municipal Building Authority would be called at that time.

Moved by Mr. Hartmann and supported by Mr. Hoban that the  
meeting be adjourned. Carried unanimously.

Time of adjournment was 7:00 P.M.

Clifford W. Tait  
Secretary

LAW OFFICES OF  
**MILLER, CANFIELD, PADDOCK AND STONE**  
 2500 DETROIT BANK & TRUST BUILDING  
 DETROIT, MICHIGAN 48226

REVELAND THURBER  
 EDWARD S. HEDGECOCK  
 LAWRENCE S. KING  
 CHURCHILL E. LAGAN  
 WILLIAM O. BUTLER  
 C. GRANT LAMAR  
 JOHN A. BILLY, JR.  
 JAMES R. TOLIN  
 STRATTON S. GORDON  
 RICHARD B. BUSHNELL  
 GEORGE C. BUSHNELL, JR.  
 PETER F. THURBER  
 LAWRENCE A. KING  
 ROBERT E. HANMILL  
 JOSEPH P. HANMILL, JR.  
 ALLEN SCHWARTZ  
 JOHN W. SWANSON  
 GEORGE E. PARKER, JR.  
 RICHARD A. JONES  
 STEPHEN LAMAR  
 GEORGE E. COPE  
 WOLFGANG KOPPEL  
 ROBERT A. KOSCHULM  
 GEORGE H. HOFFMAN, JR.

SAMUEL J. HARRIS, JR.  
 WILLIAM S. LAMBERT  
 JOCK L. DELL  
 ROBERT E. WILBERT  
 BRUCE D. HIRSHBAUM  
 DAVID J. OLIVER  
 GEORGE F. STEVENSON  
 JOHN A. THURBER  
 JOHN G. BRUPTON  
 CHARLES L. BOUTWELL, JR.  
 CARL H. VAN KENDE  
 GORDON A. BOKUN  
 JAMES R. HODGINS  
 DAVID O. JOSEPH  
 WILLIAM C. HODGKINS  
 JOHN A. KAPLAN  
 BARBARA V. EVANS  
 EDWIN W. HODGINS, JR.  
 THOMAS J. VAN NEST  
 GEORGE L. BOURNICE  
 BENNETT L. LAGAN, JR.  
 EDWARD R. NEUMAN  
 ROGER L. PERRY

TELEPHONE (313) 963-6420  
 CABLE "STEM DETROIT"

SIGRET L. MILLER 2844-1848  
 GEORGE L. CANFIELD 6648-1038  
 LEWIS H. PADDOCK 8848-1034  
 FREDERICK D. STONE 9848-1000  
 WILBERT T. MILLER, JR. 8848-1030  
 LOUIS H. PEARL 8877-1049

LANDING OFFICE  
 CAROLINE W. TRACH  
 ROBERT N. WIRSH  
 JAMES T. WANTSCH  
 THOMAS J. KORDICH  
 PATRICK J. BERARDUO  
 801 CAPITAL, BAYVIEW & LOAN BLDG.  
 LANSING, MICHIGAN 48202  
 (517) 484-7701

BIRMINGHAM OFFICE  
 510 WARREN BUILDING  
 BIRMINGHAM, MICHIGAN 48011  
 (205) 944-8800  
 (205) 944-8877

August 20, 1971

JOHN H. HUNTERLEY  
 SPECIAL COUNSEL

Mr. Eugene Bider  
 City Clerk  
 201 South Main Street  
 Plymouth, Michigan 48170

Re: City of Plymouth Municipal Building  
 Authority Cultural Center Bonds

RECEIVED

AUG 23 1971

CITY OF PLYMOUTH

Dear Gene:

As promised, I am enclosing six copies of the lease for the above referenced project, together with a resolution for adoption by the City Commission approving the lease. I understand this will be presented to the City Commission at their meeting on August 23, 1971. The ordinance and notice of sale for adoption by the Municipal Building Authority are under way at the present time and should be in the mail to you shortly.

I contacted the Department of Natural Resources with respect to the last sentence of their letter of July 20, 1971. They explain that this means the City should not enter into an actual construction phase of the project until it has signed a project agreement. This does not preclude preliminary engineering or financing. Thus, the City may proceed with the financing work on this project.

Yours very truly,

Miller, Canfield, Paddock and Stone

By George T. Stevenson  
 George T. Stevenson

GTS af  
 Enclosure  
 cc Mr. Robert Bendzinski

RESOLUTION

Minutes of a Regular Meeting of the City Commission of the City of Plymouth, County of Wayne, Michigan, held in the City Hall in said City on the 24 day of June, 1971, at 7:30 o'clock P.M., Eastern Standard Time.

PRESENT: Commissioners Dr. J. J. ...  
...

ABSENT: Commissioners ...

The following preamble and resolution were offered by Commissioner ... and supported by Commissioner ...

WHEREAS, the City Commission of the City of Plymouth deems it necessary and advisable for the City of Plymouth to acquire the use of a building for use as a cultural center for said City;

AND WHEREAS, the City of Plymouth Municipal Building Authority, a public corporation organized and existing under authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, has indicated that it is willing to undertake the acquisition, construction and equipping of said building and is agreeable to leasing same to the City;

AND WHEREAS, if the City does not lease said building from the said Building Authority it will have to lease such facilities from other parties at a rental in excess of that paid to the said Building Authority;

AND WHEREAS, a contract providing for the lease of the building to the City has been prepared;

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City Clerk



LEASE

MADN AND EXECUTED this 2<sup>nd</sup> day of August, 1971,  
by and between the City of Plymouth Municipal Building Authority,  
a public corporation organized and existing under the authority  
of Act 31, Public Acts of Michigan, 1946 (First Extra Session),  
as amended, hereinafter referred to as the AUTHORITY; and the  
City of Plymouth, a Michigan municipal corporation organized  
and existing under the Constitution and laws of the State of  
Michigan, hereinafter referred to as the CITY;

WITNESSETH:

WHEREAS, the AUTHORITY has been incorporated under and  
in pursuance of the provisions of Act 31, Public Acts of Michigan,  
1946 (First Extra Session), as amended, for the purpose of  
acquiring, furnishing, equipping, owning, improving, enlarging,  
operating and maintaining a building or buildings, or additions  
to buildings, automobile parking lots and structures, recreational  
facilities, and the necessary site or sites therefor together with  
appurtenant properties and facilities necessary or convenient for  
the effective use thereof for any legitimate public purpose and  
facilities of the CITY; and

WHEREAS, the CITY desires to acquire the use of a  
building and the site therefor together with appurtenant  
properties and facilities necessary or convenient for use by the  
CITY, as a cultural center including a skating rink, meeting  
rooms and recreational offices (which building and the site  
therefor and appurtenant properties and facilities are herein  
called the "Project") and the AUTHORITY is willing to acquire  
said Project and lease the same to the CITY; and

WHEREAS, said Project will be located on certain lots and parcels of land located in the CITY of Plymouth and more particularly described in the attached Exhibit A, which will be leased by the AUTHORITY for the term of this lease; and

WHEREAS, the total cost of the Project is estimated to be in the sum of One Million Five Hundred Thousand (\$1,500,000.00) Dollars, which will include legal and financing fees, the site therefor and contingencies; and

WHEREAS, the cost of the Project is to be provided by authorizing the issuance of revenue bonds by the AUTHORITY in the amount of One Million Five Hundred Thousand (\$1,500,000.00) Dollars, pursuant to the provisions of Act 94, Public Acts of Michigan, 1933, as amended; and

WHEREAS, as a prerequisite to the authorization and issuance of said bonds, it is necessary for the parties hereto to enter into a final lease contract whereby the AUTHORITY will lease to the CITY and the CITY will hire from the AUTHORITY the Project for a period extending beyond the last maturity date of the said bonds, but not to exceed a period of forty (40) years;

IT IS, THEREFORE, AGREED BY AND BETWEEN THE PARTIES HERETO, for and in consideration of the agreement and covenants of each other and moneys to be paid one to the other, as follows:

1. The AUTHORITY will, on or before October 1, 1971, enter into final contracts, for the acquisition of the Project as described in the preamble hereto, following the preparation of detailed plans and working drawings and securing of contract

bids therefor. The Project shall be completed for the use of the CITY on or before July 1, 1972. In accordance with the plans and specifications therefor to be prepared as aforesaid. No final construction contracts shall be entered into by the AUTHORITY until revenue bonds to defray the cost thereof have been sold. The Site for the Project is now leased by the CITY for a term of 99 years and the CITY hereby covenants that it will at the time of or prior to delivery of the bonds hereinafter described assign to the AUTHORITY by proper instrument all of the CITY'S interest in the Site for the term of this Lease, free and clear of all material liens and encumbrances.

2. In consideration of the rentals and other terms and conditions herein specified, the AUTHORITY does hereby let and lease to the CITY and the CITY does hereby lease from the AUTHORITY the Project to be acquired, TO HAVE AND TO HOLD for a term commencing on or before the 1st day of October, 1971, and ending on a day forty (40) years from the date hereof, or such lesser period as may be authorized by the provisions of this contract.

3. The annual rentals to be paid by the CITY (which are hereinafter called "fixed annual rentals"), shall be in the amounts of Sixty Thousand, (\$60,000.00) Dollars payable on March 15, 1972 and One Hundred Fifty Thousand, Four Hundred (\$150,400.00) Dollars payable on September 15, 1972, and each September 15 thereafter.

The fixed annual rentals herein required are in an amount sufficient to meet, as they mature, the principal and interest payments on the revenue bonds of the AUTHORITY in the total authorized principal sum of One Million Five Hundred Thousand (\$1,500,000.00) Dollars, and to provide for a debt service reserve therefor. Following sale of the revenue bonds of the AUTHORITY

the fixed annual rentals shall be reduced to an amount not less than the largest annual principal and interest payment on the bonds.

In the event an increase in the fixed rentals herein provided becomes necessary in order to provide adequate funds for the AUTHORITY to meet its debt service requirements on the bonds issued and outstanding and the necessary reserve requirements, the CITY agrees to pay the increased annual rental.

The CITY, in its sole discretion, in any annual period may pay in advance any proportion of its fixed annual rental in excess of the annual requirement, in which event the AUTHORITY shall credit the CITY with advance payment of the next succeeding annual requirements to the extent of such excess payments.

The AUTHORITY shall credit against the CITY's next succeeding semi-annual payment as the same is required herein, such sums as the CITY from time to time, may directly deposit in the AUTHORITY'S REVENUE BONDS, BOND AND INTEREST REDEMPTION FUND to the extent that such credit has not already been given.

4. The CITY, at its own expense during the term of the within lease, shall operate, maintain and keep in repair the Project and the expense in connection therewith shall be borne and paid by the CITY, in addition to all other rentals herein required. Operation and maintenance shall be deemed to include, but not to the exclusion of any other items not herein specified, lighting, heating, snow and debris removal, painting and such other repair and maintenance items as are necessary to provide for efficient operation of the Project and to keep the same in good repair and working order, policing and providing such attendants as may be necessary, securing proper insurance coverage, and paying all the administrative cost of the AUTHORITY.

5. The CITY has included in its budget for the fiscal year commencing July 1, 1971 and shall include in its budget for each fiscal year thereafter, an amount sufficient to pay the total obligations under this contract, including the fixed annual rentals and the operation and maintenance costs of the Project as herein

specified for the next ensuing fiscal year. The fixed annual rentals and obligations for operation and maintenance costs specified in this contract shall be deemed to be an operating expense of the CITY. On or before April 1st of each and every fiscal year the CITY shall prepare a statement of the moneys to be included in the next ensuing fiscal budget for the fixed annual rentals and operation and maintenance costs of the Project. The AUTHORITY shall have the right and privilege to communicate directly with the City Commission of the CITY regarding any disputed items in said budget, and in any event the budget shall be reasonably adequate to cover the obligations of the CITY herein contained in this lease. In no event shall the amounts to be included by the CITY in its annual budget for the maintenance, operating and rental expenses in connection with this lease be less than the amount required to reasonably maintain the Project and to pay promptly and fully all obligations maturing under this lease, as well as the debt service in connection with any revenue bonds issued, or to be issued, by the AUTHORITY in connection with the acquisition, construction, equipment, improvement and leasing of the Project, and in no event shall the CITY's obligation in any such annual budget be less than the amount required by law.

6. The CITY may install in the Project such equipment or fixtures as it may desire, but shall not make any permanent alterations to the Project without the written consent of the AUTHORITY.

7. The CITY covenants and agrees that it will not permit the use of the leased premises in any manner that will substantially increase the rate of insurance thereon, or for any purpose which will result in a violation of local, State or Federal laws, rules or regulations, now or hereafter in force and applicable

thereto, and shall keep the AUTHORITY harmless and indemnified at all times against any loss, cost, damage or expense by any accident, loss, casualty or damage resulting to any person or property through any use, misuse, or non-use of said premises, or by reason of any act or thing done or not done on, in or about said leased premises or in relation thereto. The CITY further covenants and agrees that it will promptly and at its own expense, make and pay for any and all changes and alterations in or about the leased premises, which, during the terms of this lease, may be required to be made any time by reason of local, State or Federal laws, and to save the AUTHORITY harmless and free from all cost or damage in respect thereto.

2. 8. To carry out the acquisition, construction, equipment and improvement of the Project and the financing thereof in 1948 (First Extra Session), as amended, the following actions shall be taken by the AUTHORITY:

(a) The AUTHORITY will, immediately upon the execution of this Lease, enact the necessary ordinance to authorize the issuance of revenue bonds in the aggregate principal sum of One Million Five Hundred Thousand (\$1,500,000.00) Dollars, pursuant to the authorization contained in Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, being the amount estimated to be sufficient to pay the cost of the acquisition of the Project, together with legal and financing expenses, and contingencies. The AUTHORITY will offer for sale, and take such other necessary legal procedure as may be necessary to sell said bonds.

(b) The AUTHORITY will, immediately upon the sale of the bonds herein provided for, but prior to the delivery

~~thereof, enter into and execute contracts for the acquisition and construction of the Project.~~

(c) The AUTHORITY will, immediately upon receipt of the proceeds of the sale of the revenue bonds, comply with all requirements provided for in the ordinance relative to the disposition and use of such proceeds.

(d) In the event for any reason there are not sufficient funds to complete the acquisition of the Project and additional funds become necessary therefor, it is agreed by the parties hereto that either of the following methods of providing said additional fund shall be used:

(1) The CITY may pay the necessary funds as additional advance rentals and obtain credit or repayment therefor out of future rentals due under the terms of this contract after all outstanding revenue bonds of the AUTHORITY are paid.

(2) Increase the amount of the fixed annual rental to be paid by the CITY in an amount fully sufficient to amortize any additional revenue bonds issued by the AUTHORITY.

9. The AUTHORITY shall deliver possession of the space leased by this contract to the CITY not later than July 1, 1972. In the event the acquisition of the Project for reasons unforeseen or otherwise, is not completed by that date, the obligation of the CITY for the payment of the fixed annual rentals shall in any event remain in full force and effect in order to provide for the payment of interest and principal on the revenue bonds issued by the AUTHORITY.

10. There shall be no abatement of the fixed annual rentals required to be made by the CITY in the event of a casualty

that results in the Project being not tenable. If, in the judgment of the AUTHORITY, the funds received from any insurance policies, or otherwise, shall be insufficient to make the Project usable or tenable, then, in that case, the AUTHORITY shall hold and invest the funds paid to it by reason of such loss for the benefit of the holders of outstanding revenue bonds of the AUTHORITY, and when upon receipt of sufficient rentals from the CITY, which, together with the proceeds of the insurance, will be sufficient to pay the principal and interest upon all outstanding revenue bonds of the AUTHORITY, said moneys shall be deposited by the AUTHORITY in trust for the benefit of the bondholders and used to pay the principal and interest on said bonds as they mature or as said bonds become callable. Such funds so held may be invested in bonds, notes, bills and certificates of the United States of America.

11. The CITY shall provide liability insurance in an adequate amount protecting the AUTHORITY and the CITY against loss on account of damage or injury to persons or property, imposed by reason of the ownership of the Project, or resulting from any act of omission or commission on the part of the AUTHORITY or the CITY, their agents, officers and employees, in connection with the operation, maintenance or repair of the Project, or the furnishing of any service to the CITY. The AUTHORITY shall require a sufficient fidelity bond from any person handling the funds of the AUTHORITY.

12. The leasehold rights, duties and obligations of the CITY, as specified in this contract, shall not be assigned nor sublet in whole or in part during the term of this contract or while any of the revenue bonds of the AUTHORITY issued for the purpose of defraying the cost of the Project are outstanding and



unpaid except that the CITY may sublet space in the Project or any part thereof to others to the extent and in the manner that the CITY could sublet if the CITY owned the Project and in no event shall any subletting relieve the CITY of its obligation to pay the rental hereunder or perform any of its other obligations hereunder.

13. The AUTHORITY, its agents, servants or employees shall have the right at all times of entering upon the leased premises for the purpose of inspecting the property and determining whether all of the terms, agreements, covenants and conditions herein contained are being complied with.

14. The CITY covenants and agrees that it will continue to pay to the AUTHORITY, in accordance with the terms of this contract, the fixed annual rentals herein specified and the operation and maintenance costs of the Project herein established, without abatement for any cause or reason whatsoever, until the principal and interest of all revenue bonds issued by the AUTHORITY to finance the costs of acquisition of the Project are paid in full.

15. The CITY covenants and agrees that if, before all revenue bonds issued by the AUTHORITY to defray the cost of the Project have been retired, default shall at any time be made by the CITY in payments of the fixed annual rentals or operation and maintenance costs as herein required, the AUTHORITY shall have the right to use all the remedies provided by law to correct said default, including those specifically set forth in Act 94, Public Acts of Michigan, 1933, as amended.

In addition to the other remedies provided by law, the parties hereto recognize the rights and remedies which exist in bondholders by virtue of the provisions of Act 94, Public Acts of Michigan, 1933, as amended, and Ordinance to be enacted by

the AUTHORITY providing for the insurance of revenue bonds under the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended.

16. The AUTHORITY and the CITY each recognize that the holders from time to time of the revenue bonds of the AUTHORITY issued pursuant to law to defray the cost of the Project will have contractual rights in this lease, and it is, therefore, covenanted and agreed by each of them so long as any of said revenue bonds shall remain outstanding and unpaid, the provisions of this lease shall not be subject to any alteration or revision which would in any manner unfavorably affect either the security of the bonds or the prompt payment of principal or interest thereto. The AUTHORITY and the CITY further covenant and agree that they will each comply with their respective duties and obligations under the terms of this lease promptly at the times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the said bonds, the security therefor, or the prompt payment of principal and interest thereon.

17. Any notice necessary or proper to be given to any of the parties hereto may be served in the following manner:

- (a) If to the AUTHORITY, by delivering the same to any member of the Commission thereof.
- (b) If to the CITY, by delivering the same to the City Clerk or his deputy.

18. This contract shall remain in full force and effect for a period of forty (40) years from the date hereof, or until such lesser time as the revenue bonds issued by the AUTHORITY to defray the cost of the Project are paid in full. At such time within the forty (40) year term as all of said revenue bonds and the interest thereon are paid, this contract may be altered or changed by consent

of the parties hereto, or the same may be terminated by consent and title to the Project conveyed to the CITY in manner contemplated by Act 31, Public Acts of Michigan, 1948 (First Extra Session) as amended.

19. The AUTHORITY covenants that the CITY, upon compliance with the terms of this lease, shall and may peacefully and quietly have and hold and enjoy the leased premises for the term herein provided.

20. This contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

21. If for any reason the revenue bonds hereinbefore mentioned cannot be lawfully sold, this agreement shall be of no force and effect. In no event shall this agreement become null and void if the said revenue bonds mentioned above are sold and issued by the AUTHORITY.

IN WITNESS WHEREOF, The City of Plymouth Municipal Building Authority, by its Commission, and the City of Plymouth, Michigan, by its City Commission, have each caused its name to be signed to this instrument by its duly authorized officers and its seal to be affixed hereto the day and year first above written.

This contract has been executed in duplicate.

In the presence of: CITY OF PLYMOUTH MUNICIPAL BUILDING AUTHORITY

By Thomas G. Miller  
Chairman of its Commission

By C. Edward Winters  
Secretary of its Commission

In the presence of: CITY OF PLYMOUTH

By James T. Nichols  
Mayor

By Eugene S. Skinner  
City Clerk

State of Michigan )  
 ) ss  
County of Wayne )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1971, before me  
appeared \_\_\_\_\_ and \_\_\_\_\_  
to me personally known, who, being by me duly sworn, did, each for  
himself, say that they are respectively the Chairman and Secretary  
of the Commission of the City of Plymouth Municipal Building Authority,  
a public corporation of the State of Michigan, and that said instru-  
ment was signed and sealed in behalf of said Authority by authority  
of its Commission, and the said persons acknowledged said instru-  
ment to be the free act and deed of said Authority.

Notary Public, Wayne County, Michigan  
My commission expires: \_\_\_\_\_

State of Michigan )  
 ) ss  
County of Wayne )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1971, before me  
appeared \_\_\_\_\_ and \_\_\_\_\_  
to me personally known, who, being by me duly sworn, did, each for  
himself, say that they are respectively the Mayor and City Clerk  
of the City of Plymouth, a City in the State of Michigan, and that  
said instrument was signed and sealed in behalf of said City by  
authority of the City Commission, and the said persons acknowledged  
said instrument to be the free act and deed of said City.

Notary Public, Wayne County, Michigan  
My commission expires: \_\_\_\_\_

EXHIBIT A

Lots 1 to 9, both inclusive, except the northerly 11.00 feet thereof and Lots 14 to 27, both inclusive, and including Karmada and Blanche Streets and alley Right of Ways as dedicated in and by the plat of Thomas Subdivision of part of the Northwest 1/4 of Section 26, T. 18., R. 2E., City of Plymouth, Wayne County, Michigan, as recorded in Liber 41 of Plats on Page 46, Wayne County Records, subject to easements of record. Total area, including Karmada and Blanche Streets and Alley Right of Ways approximately 4.76 Acres.

## EXHIBIT B: PROJECT DESCRIPTION



# CITY OF PLYMOUTH

[www.plymouthmi.gov](http://www.plymouthmi.gov)

Recreation Department  
Plymouth Cultural Center  
525 Farmer  
Plymouth, MI 48170

Phone 734-455-6620

March 19, 2025

David Cartwright, Assistant Director  
Wayne County Parks Division  
33175 Ann Arbor Trail  
Westland, MI 48185

Dear Assistant Director Cartwright:

Thank you for the information regarding the Wayne County Millage Funding Allocation for Fiscal Year 2024-2025 in the amount of \$23,181.00.

The City of Plymouth would like to use the Parks Millage Funding allocation to upgrade the arena lighting at the Plymouth Cultural Center. If any purchases run over the allotted \$23,181.00, the balance will be paid by the City of Plymouth – Recreation Fund.

The Plymouth Cultural Center (Community Center) is owned by the City of Plymouth and is operated by the City of Plymouth Recreation Department. The Plymouth Cultural Center is located at 525 Farmer Street, Plymouth, MI 48170.

Please find attached a project description, lighting fixture and dimming equipment spec sheets and proof of ownership of the Community Center by the City of Plymouth. All actions will follow all City of Plymouth bidding and purchasing policies.

If you require any additional information, please feel free to call or e-mail.

Sincerely,

Steve Anderson  
Recreation Director

office: 734-455-6620 x 302,  
e-mail: [sanderson@ci.plymouth.mi.us](mailto:sanderson@ci.plymouth.mi.us)

THE CITY OF HOMES

[twitter.com/plymouthmi.gov](http://twitter.com/plymouthmi.gov) [facebook.com/cityofplymouthrecreation](https://facebook.com/cityofplymouthrecreation)



**City of Plymouth – Recreation Department**  
**Project Description for Wayne County Parks Millage**  
**Allocation**

**County Fiscal Year 2024 / 2025**

**Plymouth Cultural Center – Arena Lighting Upgrade Project**

**Project:**

The Plymouth Cultural Center is a Community Center owned and operated by the City of Plymouth. The facility includes an ice arena, multiple community rooms and a fitness room. These facilities accommodate athletic events, community events and community service clubs that are attended by Wayne County Residents.

The arena area of the building has now been converted during the summer months into a very popular pickleball venue for the residents of the Wayne County. The program includes drop-in play six days a week and four midweek leagues that have all been full over the past two years. Additionally, we have been approached by local United Way agencies to assist with weekend fundraising tournaments for the upcoming summer of 2025.

Even though we have had overwhelming success with the new program, a major deficiency that has been pointed out to us by the program participant is the current lighting levels within the arena. When the ice is in the arena during the winter, the white ice paint reflects the current lighting and is relatively acceptable. However, during the summer months, when the ice is out, the gray smooth concrete floor has no reflective properties, and the lighting is very dim.

We would like to use our allotted 2024-2025 Parks Millage funding to upgrade the arena lighting to adjustable LED fixtures to allow us to raise or lower the lighting at any time to properly accommodate the various activities taking place in the arena.

**Purpose:**

Upgrade the Plymouth Cultural Center arena lighting system to safely accommodate multiple activities and events for the residents of Wayne County.

**Purchasing and Funding:**

The City of Plymouth will go out for competitive bid on all LED fixtures and dimming controls in accordance with all City of Plymouth purchasing policies. A final determination on the best value will be made by the City of Plymouth Commission with recommendations made by the administrative staff accordingly.

Funding not to exceed \$23,181.00 will come from the Wayne County Parks Millage Allocation. Any expenditure above the amount of \$23,181.00 will be funded by the City Recreation Capital Improvement Fund.

Attached are the preliminary quotes and specifications for the LED fixtures and dimming system.

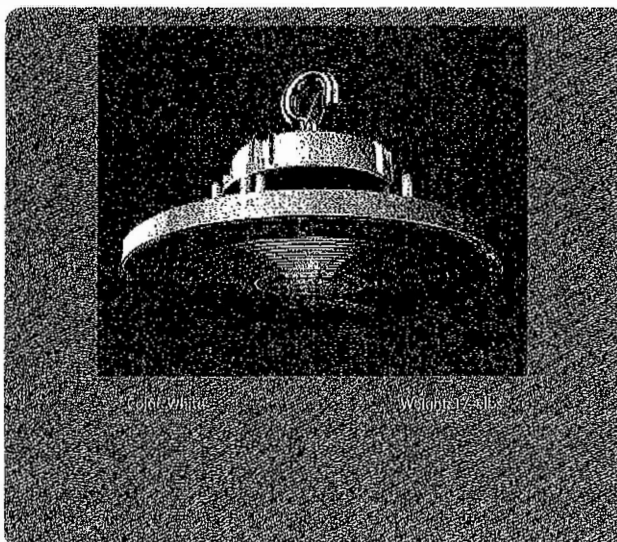


8640 Ronda Drive  
Canton, MI 48187  
[www.mcrep.com](http://www.mcrep.com)



# H17XXL/6CP2

**RAB**



Project:

Type:

Prepared By:

Date:

## Driver Info

Type	Constant Current
120V	4.00A/3.33A/2.50A
208V	2.31A/1.92A/1.44A
240V	2.00A/1.67A/1.25A
277V	1.73A/1.44A/1.08A
Input Watts	292.9-489.8W

## LED Info

Watts	500/400/300W
Color Temp	3000/4000/5000K
Color Accuracy	81-84 CRI
L70 Lifespan	100,000 Hours
Lumens	49,020-79,203 lm
Efficacy	147.3-170 lm/W

## Technical Specifications

### Field Adjustability

#### Field Adjustable:

Field Adjustable Light Output:  
500W/400W/300W (factory default 500W)  
Color temperature selectable by 3000K, 4000K and 5000K (factory default 4000K)

### Compliance

#### UL Listed:

Suitable for wet locations

#### IESNA LM-79 & LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

#### IP Rating:

Ingress protection rating of IP65 for dust and water

#### DLC Listed:

This product is listed by Design Lights Consortium (DLC) as an ultra-efficient premium product that qualifies for the highest tier of rebates from DLC Member Utilities. Designed to meet DLC 5.1 requirements.

DLC Product Code: S-Y069RP

### Electrical

#### Driver:

500W: Constant Current, Class 1, 120-277V, 50/60Hz,  
120V: 4.00A, 208V: 2.31A, 240V: 2.00A, 277V: 1.73A  
400W: Constant Current, Class 1, 120-277V, 50/60Hz,  
120V: 3.33A, 208V: 1.92A, 240V: 1.67A, 277V: 1.44A  
300W: Constant Current, Class 1, 120-277V, 50/60Hz,  
120V: 2.50A, 208V: 1.44A, 240V: 1.25A, 277V: 1.08A

#### Dimming Driver:

Driver includes wiring for 0-10V dimming systems.  
Dim as low as 10%.

#### Power Factor:

500W: 99.7% at 120V, 95.5% at 277V  
400W: 99.6% at 120V, 94.3% at 277V  
300W: 99.4% at 120V, 91.8% at 277V

#### Surge Protection:

L-N: 6kV  
L-N-PE: 10kV

### LED Characteristics

#### LEDs:

Long-life, high-efficacy, surface-mount LEDs

#### Color Consistency:

7-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color

### Color Uniformity:

RAB's range of Correlated Color Temperature follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

### Construction

#### Cold Weather Starting:

The minimum starting temperature is -40°C (-40°F)

#### Ambient Temperature:

Max Power Temp Rating: 50°C (122°F)  
Middle Power Temp Rating: 57°C (135°F)  
Low Power Temp Rating: 63°C (145°F)

#### Housing:

Precision die-cast aluminum

#### Lens:

Polycarbonate lens

#### Reflector:

Polycarbonate and Aluminum (Reflector Accessories Sold Separately)

#### Cord & Plug:

6 ft cord and NEMA 7-15P plug for 277V only

## H17XXL/6CP2

**RAB**

### Technical Specifications (continued)

#### Finish:

Formulated for high durability and long-lasting color

#### Green Technology:

Mercury and UV free, RoHS-compliant components.

#### Installation:

##### Mounting:

Comes standard with a hanging hook and a 6-foot cord. Heavy-duty 3/4"-14 NPT hook and 3/4"-14 pendant mount capable (pendant by others)

#### Other:

##### Compatible Products:

H17 Flex-Adjustable High Bay Accessories

##### 5 Yr Limited Warranty:

The RAB 5-year, limited warranty covers light output, driver performance and paint finish. RAB's warranty is subject to all terms and conditions found at [rablighting.com/warranty](http://rablighting.com/warranty).

#### Performance:

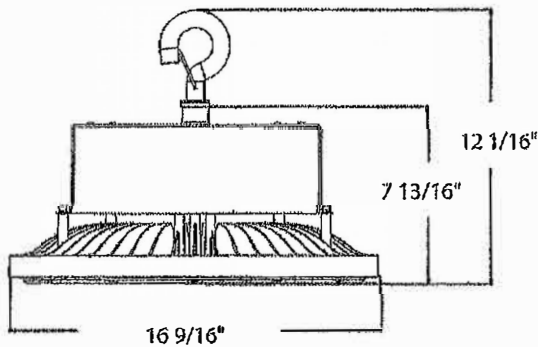
##### Wattage Equivalency:

500W: Equivalent to 1500W MH

400W: Equivalent to 1500W MH

300W: Equivalent to 1500W MH

### Dimensions



### Features

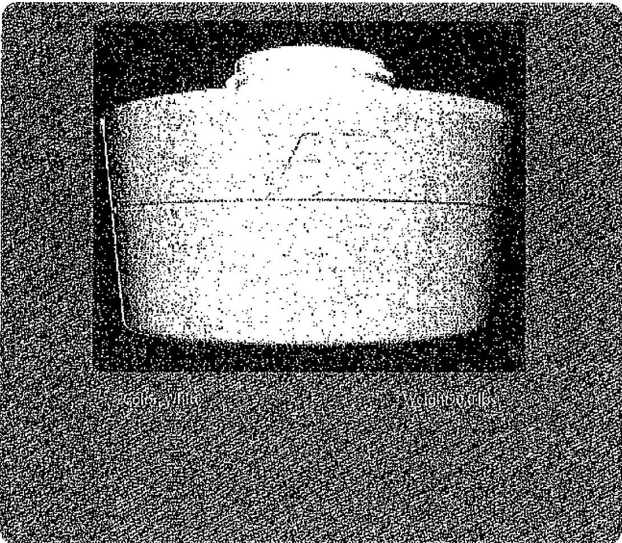
- DLC Premium listed
- 100,000-hour LED Life
- 0-10V dimming standard
- 5-Year, limited warranty

H17XXL/6CP2



Ordering Matrix						
Family	Wattage	Mounting	Color Temp	Finish	Driver	Options
H17	XXL					/6 CP2
	S = 100/80/60W Blank = 150/120/100W XL = 240/200/150W XXL = 500/400/300W	Blank = Hook	Blank = 3000/4000/5000K CCT Adjustable	Blank = Black Blank = White	Blank = 120-277V, 0-10V Dimming /480 = 480V, 0-10V Dimming	Blank = No Option /6CP = 6' Cord & 120V Plug /6CP2 = 6' Cord & 277V Plug /6CPT4 = 6' Cord & 480V Plug /LCB5 = Lightcloud Blue w/PIR Sensor

MVS50



Project:	Type:
<input type="text"/>	<input type="text"/>
Prepared By:	Date:
<input type="text"/>	<input type="text"/>

Technical Specifications		
<b>Performance</b>	<b>Detection Range:</b>	<b>Enclosure Material:</b>
<b>Product Type:</b>	50 ft diameter mounted at 50 ft	Plastic
Low Voltage Occupancy Sensor	<b>Sensor Technology:</b>	<b>Compliance</b>
<b>Description:</b>	Microwave (MVS)	<b>Environment:</b>
Line voltage screw-in sensor, motion detection and daylight sensing.	<b>Default Setting:</b>	Suitable for use indoors and outdoors in dry, damp, or wet environments.
<b>L70 lifespan:</b>	Motion Sensitivity: High	<b>IP Rating:</b>
50,000-Hour LED lifespan based on IES LM-79 results	Brightness when triggered : 100%	IP66
<b>Electrical</b>	Hold time: 20 minutes	<b>Certification Model Number:</b>
<b>Input Voltage:</b>	Standby to dim: 20%	MVS50
12V	Standby time: 1 minute	<b>California Title 20 Compliant:</b>
<b>Operating Frequency:</b>	When vacant: Off	No
50/60Hz	Daylight: Disabled	<b>California Title 24 JAB Compliant:</b>
<b>Input Current @ 120V (mA):</b>	<b>Adjustable Sensor Settings:</b>	No
30mA	Yes, using the MSR1 Remote (sold separately)	<b>California Energy Commission (CEC) Status:</b>
<b>Operating Temperature:</b>	Standby to dim: 10%/20%/30%/50%	Lawful for Sales In California
-4°F to 140°F (-20°C to 60°C)	Standby time:	<b>RoHS:</b>
<b>Sensor Settings</b>	0s/10s/30s/1min/5min/10min/30min/60min/+++	Mercury and UV free, RoHS-compliant components.
<b>Sensor Connection Type:</b>	<b>Daylight Threshold:</b>	<b>FCC:</b>
Pogo pin	2Lux/10Lux/30Lux/50Lux/80Lux/120Lux/Disable	Complies with Part 15 of the FCC Rules
<b>Max Mounting Height:</b>	<b>Construction</b>	
50 ft	<b>Shape:</b>	
	Round	
	<b>Finish:</b>	
	White	

### Technical Specifications (continued)

#### Other

##### Compatible Products:

H17 Field-Adjustable High Bay

BBAY17 Field-Adjustable High Bay

VAN17 3-Way Adjustable Canopy

PARK34 Field-Adjustable Garage Light

Requires RAAS; RAASB;

SHARK Field-Adjustable Linear Washdown

SEAL Field-Adjustable Washdown

GUS12

Linear wrap

SR Field-Adjustable Strip

Linear strip

##### Compatible Accessories:

RAAS

Right angle arm support

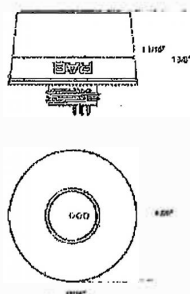
RAASB

Right angle arm support

#### Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at [rablighting.com/warranty](http://rablighting.com/warranty).

### Dimensions



### Features

For use in indoor and outdoor applications in dry, damp or wet environments

Compatible with 0-10V dimming fixtures with auxiliary power supply

Integrated dual-technology motion and daylight sensor.

Adjustable sensor settings using MSRI remote (sold separately)

Compatible with various fixtures (high bays, washdown, strips, wraps, wall packs, area, etc.)

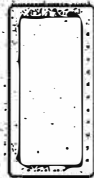
MVS50



Ordering Matrix				
Family	Driver	Detection Height	Finish	Options
MVS		50		
	Blank = 12VDC	50 = 50 ft 20 = 20 ft	B = Black Blank = White	LCB = Lightcloud Blue Blank = Standard

ZDIM/LCB

RAB



Color: Matte white

Weight: 0.2 lbs

Project:

Type:

Prepared By:

Date:

## Technical Specifications

### Lightcloud

#### Lightcloud Blue:

Lightcloud Blue is a Bluetooth Mesh wireless lighting control system that allows you to control RAB's various compatible devices. With RAB's patented Rapid Provisioning technology, devices can be quickly and easily commissioned for residential and large commercial applications using the Lightcloud Blue mobile app. Each device in a system can communicate with any other device, eliminating the need for a Gateway or Hub and maximizing the control system's reach.

DLC system - N1XMLOEATBA (Interior);  
NHCZ2BIA17L (Exterior)

Learn more at [www.lightcloud.com](http://www.lightcloud.com).

#### Gateway Required:

No

#### Communication Protocol:

Bluetooth Mesh

#### Range:

Indoor: Up to 60 feet between standard building materials. Building materials such as brick, concrete, and steel construction may require additional Lightcloud Blue devices to extend around an obstruction. Up to 200 feet clear line of sight.

Outdoor: Up to 40 feet clear line of sight; Up to 18 feet around corners

#### Spacing Criteria:

Lightcloud Blue devices should be placed within the specified range to communicate within the Bluetooth Mesh network.

#### Max # of Devices to Control:

Up to 600 devices

#### Factory Reset:

Method 1: Delete from App

Open the app and access the device settings for the paired device. Be sure that the device is online and select 'Delete'.

Method 2: Manual

Press and hold the reset switch until the status indicator blinks red.

#### Status Indicator Light:

Flashing red (1s on/1s off): Device is not provisioned  
Solid green: Device is provisioned

#### Performance

##### Product Type:

Wireless Dimmer

##### Description:

Wireless in-wall switch for on/off and dimming of any Lightcloud Blue-enabled lights.

#### Electrical

##### Dimming Control Type:

Wireless

##### Load Switching Capacity:

No load required, for a connected TRIAC/ELV or 0-10V load explore the XDIM family of Lightcloud Blue dimmers.

##### Power Cut Off Switch:

Push in to connect to line voltage.

Pull out to disconnect to line voltage.

Note: after dip switch adjustment, power device off and then power on again.

##### Input Voltage:

120-277V

##### Operating Frequency:

60 Hz

##### Operating Temperature:

32°F to 104°F (0°C to 40°C)

#### Installation

##### Mounting:

Requires a U.S. wallbox with 2 inch depth (recommended) and a minimum depth of 1.46 inches

##### Application Type:

Single-pole or Multi-point control

Need help? Tech help line: (888) 722-1000 Email: [techsupport@rablighting.com](mailto:techsupport@rablighting.com) Website: [www.rablighting.com](http://www.rablighting.com)

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**Technical Specifications (continued)****Neutral Wire Required:**

Yes

**FCC:**

Complies with Part 15 of the FCC Rules

**Construction****Shape:**

Rectangle

**Finish:**

Matte White

**Enclosure Material:**

Plastic

**Key Type:**

Paddle

**Package Includes:**

- (1) Dimmer
- (1) Face plate bracket
- (1) Back plate
- (2) Mounting screws
- (1) Jumper wire
- (2) 5-pin wiring terminals
- (3) 2-pin wiring terminals
- (5) Connection wires

**Other****3 Yr Limited Warranty:**

The RAB 3-year, limited warranty covers light output, driver performance and paint finish. RAB's warranty is subject to all terms and conditions found at [rablighting.com/warranty](http://rablighting.com/warranty)

**Compliance****Listings:**

UL 60730

**Environment:**

Suitable for use indoors in dry and damp environments.

**DLC NLC Listed:**

This product is on the Design Lights Consortium (DLC) Network Lighting Controls (NLC) Qualified Products List and is eligible for rebates from DLC Member Utilities.

DLC system - N1XMLOEAT6A (Interior);

NHCZ29A17L (Exterior)

**Certification Model Number:**

ZDIM/LCB

**California Title 20 Compliant:**

No

**California Title 24 JA8 Compliant:**

No

**California Energy Commission (CEC) Status:**

Lawful for Sales in California

**RoHS:**

Mercury and UV free, RoHS-compliant components.

ZDIM/LCB



**Dimensions**

1 3/4"

4 1/8"

1 7/16"

**Features**

- In-wall device for switching and dimming any Lightcloud Blue device
- Dimming features both fade on/off and rapid full-on
- Set the paddle to dim up/down or turn lights on/off
- Control up to 600 Lightcloud Blue-enabled lights with a single switch.
- Neutral wire connection is required.

**Ordering Matrix**

Family	Driver	Finish	Options
ZDIM			/LCB
Blank = 120V-277V    Blank = Matte White    /LCB = Lightcloud Blue /LCBS = Lightcloud Blue w/PIR Sensor			

## EXHIBIT C: SIGNAGE SPECIFICATIONS

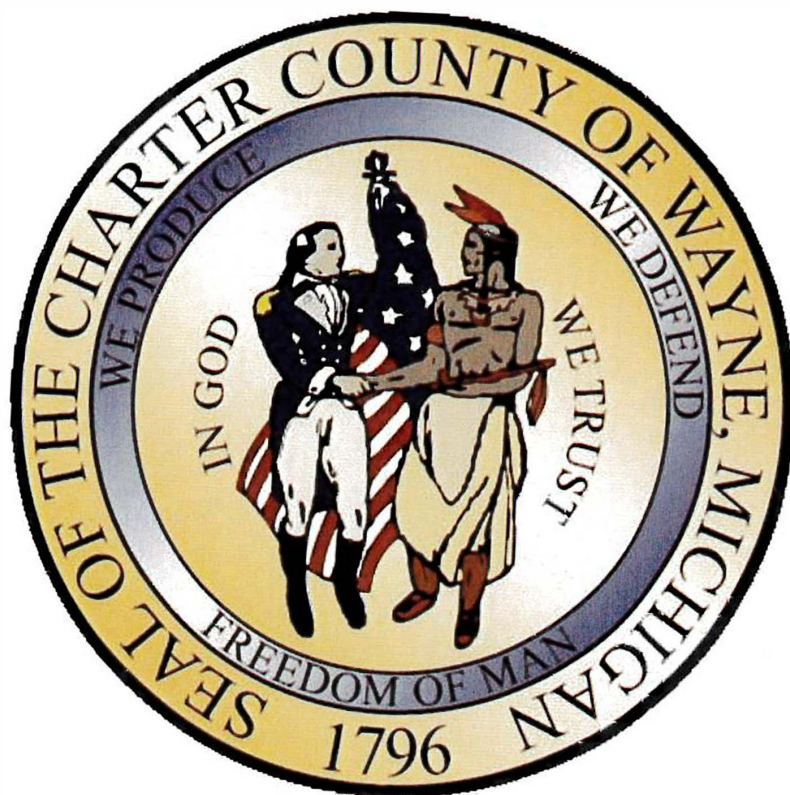


Attached, please find the sketch and samples of the sign layout that we are suggesting for all IGA Grant projects. The specifications are as follows:

All parks millage signs must include language that states, **made possible through the Wayne County Parks millage in cooperation with** (*place your municipality name here*)

- Sign size 48" x 30"  $\frac{3}{4}$ " marine grade plywood
- Sign is to be one sided, two sides is optional
- To be cut with "carriage" style top i.e. arched (optional)
- Color options are determined by the municipality
- Font should be traditional styles in Helveticas, Arial, Times New Roman
- Include County Logo, County Executive and County Commissioners names.
- We suggest using 3M Reflective Adhesive waterproof vinyl. Painting is optional
- Vertical post shall be 4" x 6" weather proof timbers routed on 4" side to accommodate the sign, staining of posts optional
- Bury post a minimum of 42" into ground and backfill with dirt and compost, concrete footing is optional
- Bottom of sign shall be 2ft. minimum above grade
- Sign will be secured to post with flat head Galvanized wood screws (approx. #10) 2 per post (min.)
- Proof to be provided of final design prior to fabrication and installation

We are flexible on fabrication and colors as long as it resembles the example attached. Any request to deviate from the signage should be directed to the Parks Director.



## **Exhibit D: INSURANCE COVERAGES**

City, at its expense, or any contractors, subcontractors, consultants or agents retained by City (each a "Contractor"), at their own expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives or employees. Contractor shall maintain at least the following minimum coverage:

### **Commercial General Liability (CGL)**

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

### **Umbrella or Excess Liability**

Policy in an amount not less than \$1,000,000. Umbrella or excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

### **Automobile Liability**

Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

### **Workers' Compensation**

Insurance as required by the State of Michigan, with Statutory limits, and employer's liability insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

### **Professional Liability (if Design/Build)**

Insurance appropriate to the Contractor's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.

### **Builder's Risk (Course of Construction)**

Insurance utilizing "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

### **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards)**

Insurance with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Contractor maintains higher limits than the minimum insurance coverage required as stated above in this Exhibit, the Contractor shall maintain the coverage for the higher insurance

limits for the duration of this Agreement.

**Additional Insured Status**

The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

**Primary Coverage**

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation**

Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

**Waiver of Subrogation**

**Contractor grants to the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.**

**Deductibles and Self-Insured Retentions**

**Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.**

All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

**Claims-made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The retroactive date must be shown and must be before the date of this Agreement or the date the Contractor starts to perform the services.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of this Agreement.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to this Agreement's effective date, the

Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Agreement work.

**Verification of Coverage**

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Exhibit. The County shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Exhibit, at any time.

**Subcontractors**

**Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.**

**Special Risks or Circumstances**

The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

➤ The Contractor must submit certificates evidencing the insurance to the County Risk Management Division at the time the Contractor executes an agreement with the City, and at least fifteen (15) days prior to the expiration dates of expiring policies.

**Surety Bonds**

The Contractor shall provide the following surety bonds: 1) bid bond; 2) performance bond; 3) payment bond; 4) maintenance bond. The payment bond and the performance bond shall be in a sum equal to the contract price. If the performance bond provides for a one year warranty a separate maintenance bond is not necessary. If the warranty period specified in the contract is for longer than one year a maintenance bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Michigan and secured through an authorized agent with an office in Michigan.

## RESOLUTION

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

WHEREAS The City of Plymouth and the County of Wayne are two separate Governmental Units, and

WHEREAS They have chosen to enter into an Intergovernmental Agreement for improvements to City's Recreational facilities at the Plymouth Cultural Center, and

WHEREAS Funding for this project is from the Wayne County Parks Tax Millage and the County is returning a small portion of the tax money generated by the City of Plymouth Properties to the City for improvements to Parks and Recreation facilities.

NOW THEREFORE BE IT RESOLVED THAT The City Commission of the City of Plymouth does hereby authorize the mayor to execute the documents titled Agreement between the County of Wayne and the City of Plymouth for upgrades to the lighting systems at the Plymouth Cultural Center. This agreement is to have the County provide \$23,181,00 to assist the city with those improvements.





## Administrative Recommendation

---

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

[www.plymouthmi.gov](http://www.plymouthmi.gov)  
Phone 734-453-1234  
Fax 734-455-1892

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: *S:\Manager\Sincock Files\Memorandum - Authorization for the purchase of additional automated solid waste carts - 04-07-25.docx*  
Date: April 4, 2025  
RE: Authorization for the Purchase of Additional Automated Trash Carts

---

### Background

The City Commission is aware that are replacing the 2005 trash carts as a part of our new solid waste and recycling contract. The new carts have been very popular with our residents, and we have seen several condos, apartments, duplexes who previously used the trash bag system want to switch to the new carts. This was an unexpected increase in the number of carts that we need for our residents and for supply.

Our vendor has held the pricing on the additional carts, and we would like to order one truck load of additional carts to meet our current needs and for stock supply at the DMS to be able to replace damaged carts. We sometimes see carts that are hit by vehicles during a wind or snow event.

We have attached a memorandum from Chris Porman, which provides additional background information included in the memorandum.

### Recommendation

The City Administration recommends that the City Commission authorize the purchase of trash and recycle carts in the amount of \$31,080 to include the following:

- 100 - 95-gallon automated trash carts
- 288 - 65-gallon automated trash carts
- 288 – 65-gallon automated recycling carts.

The purchase price shall include an estimated \$2,00 for shipping and that includes printing the City seal on all carts, as well as numbering all carts for inventory purposes. The purchase should be authorized from Otto Environmental Services.

We have prepared a proposed Resolution for the City Commission to consider regarding this matter. Should you have any questions, please contact either Chris Porman or myself in advance of the meeting.



## Department of Municipal Services

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

Date: April 2, 2025  
To: Paul J. Sincock, City Manager  
From: Chris S. Porman, Director of Municipal Services  
Re: Purchase of Automated Carts

### Background

In November 2024, the City Commission authorized the purchase of automated trash and recycling carts that coincided with a new residential solid waste hauling contract. The City Commission decided to purchase the carts to be owned by the city instead of having the contractor purchase the carts where the fee would be added to the contracted price.

Municipal Services ordered the carts in December 2024, took delivery in February 2025, and began the roll out of the new carts in March of 2025. The program has been popular with residents, and we have seen condos, apartments, duplexes, etc. that were not previously signed up for trash collection service, show interest and request automated carts. We have finished delivering all carts and are still making some adjustments as people change their minds about cart size, etc. This additional purchase will allow us to have stock on hand should carts break, residents request additional carts, etc.

We have communicated with Otto Environmental, the same company that purchased the previous carts from and they have agreed to hold their price of \$42.50 per cart for the 65-gallon carts and \$46.00 per each 95-gallon cart. We would like to order the following, which allows us to build up our stock:

100	95-gallon trash carts @ \$46.00 per cart	\$	4,6000.00
288	65-gallon trash carts @ \$42.50 per cart	\$	12,240.00
288	65-gallon recycle carts @ \$42.50 per cart	\$	12,240.00
	Freight	\$	2,000.00
Amount Not to Exceed			\$ 31,080.00

The total quantities listed above would all be delivered together in one delivery, which at the time of this writing is approximately 6 weeks out. Again, we have delivered carts to all residents and businesses that were either previously signed up for the city solid waste program or recently signed up. This order is to allow us additional stock/inventory.

**Recommendation**

I would recommend the City Commission authorize the purchase of 100 95-gallon trash carts for \$46.00 per cart, in addition to 288 65-gallon trash and recycling carts at a cost of \$42.50 per cart; with an estimated freight cost of \$2,000. All told, I would recommend the City Commission authorize a total amount not to exceed \$31,080.00 for the carts and freight. Again, these are for additional stock/inventory, and we expect delivery in approximately 6-8 weeks. Funding for this purchase will come from the Solid Waste Fund.

Please feel free to contact me with any questions.

## RESOLUTION

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

WHEREAS The City of Plymouth operates a solid waste and recycling program  
That uses automated trash/recycling carts in order to help protect  
The public health and safety, as well as to protect against rodents and  
Other vermin, and

WHEREAS The City Administration has provided pricing from five different vendors  
And the lowest and best pricing is from Otto Environmental Systems.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby authorize a  
contract with Otto Environmental Systems in an amount of \$31,080 for the following:

- 100 - 95 gallon automated trash carts
- 288 - 65 gallon automated trash carts
- 288 – 65 gallon automated recycling carts.

Further, the pricing shall include the delivery and hot stamping of the City seal on all of  
the carts as well as a number of all of the carts for city inventory purposes.

BE IT FURTHER RESOLVED THAT funding for this purchase shall be authorized from the  
Solid Waste and Recycling Fund.



## Administrative Recommendation

---

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

[www.plymouthmi.gov](http://www.plymouthmi.gov)  
Phone 734-453-1234  
Fax 734-455-1892

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: *S:\Manager\Sincock Files\Memorandum - Authorization to distribute DRAFT Master Plan for 63 day review - 04-07-25.docx*  
Date: April 4, 2025  
RE: Authorization to Distribute Draft Master Plan

---

### Background

The City Commission is aware that the Planning Commission has been working on a new City Master Plan for some time now. They have completed the tasks that they need to complete to this point. The next step in this journey to adopt a new Master Plan is that the Planning Commission forwards a proposed draft to the City Commission. The City Commission then reviews the draft and is required under State Law to authorize the release of the Draft Master Plan to surrounding communities (Plymouth Township and Wayne County). After a 63-day review period and receiving possible comments from the Township and County the Planning Commission will then schedule a Public Hearing. This time frame also allows the City Commission to provide significant review of the proposed document, well before a final draft is adopted.

Once the Public Hearing is held by the Planning Commission the Master Plan will come back to the City Commission for final approval.

We have attached a memorandum from Planning Director Greta Bolhuis which outlines the requirements of the distribution of draft plan, and she highlights some of the changes in the proposed document. The action being proposed today will only release the draft plan for comment; it does not adopt the plan.

### RECOMMENDATION:

The City Administration recommends that the City Commission authorize the release of the draft City Master Plan to the Township of Plymouth and County of Wayne for possible comment, during the 63-day comment period. The Planning Commission has put a significant amount of work into this draft plan.

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

## ADMINISTRATIVE RECOMMENDATION

To: Paul Sincock, City Manager  
From: Greta Bolhuis, AICP, Planning and Community Development Director  
Date: April 2, 2025  
Re: Review and Approval of Master Plan Distribution



---

### BACKGROUND:

The City of Plymouth Planning Commission has reviewed the Master Plan as required by Public Act 33 of 2008. The Planning Commission, in conjunction with the staff and the Planning Consultant, have completed their evaluation of the current Master Plan and are recommending updates. Many of these changes came from the 2023 Zoning Audit Report, while other are based on the changes the city has seen since the last update of the Master Plan. The continued goal of the Master Plan is to publish a document that is referenced often as the Planning Commission, Administration, and City Commission plan for the City's future.

The Planning Commission is required to submit the proposed Master Plan to the City Commission with a recommendation that they approve it for distribution. The Michigan Zoning Enabling Act requires the City of Plymouth distribute draft copies of the Master Plan to neighboring municipalities and organizations that may be impacted by our planning decisions. This includes entities like Plymouth Township, Wayne County, CSX, DTE, the Plymouth-Canton School District, and others. These entities have 63 days to review and comment upon the Master Plan.

Upon the conclusion of the 63 days the Planning Commission will hold a public hearing and approve the final Master Plan for adoption. It will be forwarded to the City Commission upon adoption by the Planning Commission.

Enclosed is an executive summary of the changes and the complete draft Master Plan for your consideration.

### RECOMMENDATION:

Staff recommends that the City Commission approves the distribution of the proposed Master Plan.

If you have any questions, please contact me directly.

## **Executive Summary of Changes to the Master Plan**

The following bullet points outline each chapter of the Master Plan and the generalized changes that have been made.

### **Chapter 1: Introduction**

- Add paragraphs explaining what the Master Plan is, the connection and differences between the Master Plan and the Zoning Ordinance, the creation and maintenance of the plan, and how the plan will be used day-to-day and long term.

### **Chapter 2: Public Input**

- This chapter was updated based on the survey responses received from the EPIC-MRA survey and public engagement sessions.

### **Chapter 3: Goals**

- This chapter was updated to identify new guiding values and goals based on the City Commission's four goal areas of the strategic plan. The goals were recategorized to fit these areas and six (6) new goals were added:
  - Address changing vehicular habits.
  - Identify yearly training opportunities and conduct joint sessions on land use and development topics.
  - Include all relevant planning, zoning and development information in board and commission orientation packets.
  - Apply form based codes where appropriate to foster a high-quality public realm.
  - Complete requirements to obtain and maintain Redevelopment Ready Communities certification.
  - Modernize and update zoning ordinance to reflect community vision.

### **Chapter 4: Future Land Use**

- The introduction was amended to explain how future land use designation is different from the zoning classification and how to approach rezoning requests.
- The Future Land Use Map was changed in the following ways:
  - The following land use designations were eliminated and collapsed/combined: single family low density, multi-family low density, mixed use high density, office, and institutional.
  - The core area of Old Village was designated as mixed use.
  - The neighborhoods south of Main along Mill were designated as multi-family, including the new townhomes.
  - N. Main was designated as local business.
  - Current and former institutions were integrated into adjacent designations for multi-family, mixed use, and central business.
- Each designation was specified to identify specific types of buildings and land uses that are desirable. Implementation strategies were added to each designation to indicate how zoning could be changed to produce the desired outcomes. At the end of each designation, the applicable zoning districts are identified. A new zoning plan that lays out the future land use categories, the appropriate land uses, and the potential zoning districts was added.

### **Chapter 5: Sub Area Plans**

- This chapter was updated to reflect changes that have occurred in each of the areas. The new DDA Strategic Plan was added, as well as strategic plan goals for parking and circulation downtown. References to the 2023 Zoning Audit were added throughout.



## **Chapter 6: Transportation**

- This chapter was updated to reflect the changes to the MDOT national functional classification for Plymouth roadways. Figure 11 was updated to reflect the MDOT classifications.
- The transportation survey results were added.
- References to the surrounding communities' plans were updated to reflect changes that have occurred. This includes the 2020 SEMCOG Bicycle and Pedestrian Plan, Plymouth Township's draft 2025 Land Use Plan, and Northville Township's Pathways Advisory Committee.
- Added information on the PASER rating the city uses to prioritize road projects.
- Added a new section for transportation improvement goals.
- Updated the primary and secondary transportation map based on the survey responses and Strava heatmaps data.
- Added a non-motorized transportation opportunity to include improving connections into Hines Park and Plymouth Township.

## **Chapter 7: Implementation**

- This chapter was updated to include references to the DDA and Recreation plans, Zoning Audit Report, and Old Village form based code analysis. The zoning plan and zoning amendment sections were removed as they are incorporated into the future land use chapter.
- The implementation matrix was updated to reflect community changes including priority projects and ordinance amendments.

## **Chapter 8: Background Studies**

- This chapter was updated with 2022 ACS and 2020 Census data. Updates made throughout for current community characteristics and programs.

City of Plymouth  
Michigan

ITEM # 8d



# DRAFT FOR DISTRIBUTION APRIL 7, 2025

## 2025 Master Plan

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or

ACKNOWLEDGEMENTS

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## Chapter 1: Introduction

The City of Plymouth is located halfway between Ann Arbor and Detroit in Western Wayne County. The city is home to the vibrant downtown and Old Village areas, strong neighborhoods, schools, businesses, and recreation opportunities. The city represents opportunities for residents and the surrounding communities.

A lot has changed in the city and in the region since the last Master Plan was adopted. Our physical landscape has been shaped by the COVID-19 pandemic and large and small scale redevelopment, infill development, and new development throughout Plymouth community. To begin the Master Plan update, the City of Plymouth launched a community-based process to engage residents. This document is the road map for land use, development, transportation, and housing that is based on a shared community vision and is cognizant of

the current demographics and market conditions.

### **What is a Master Plan?**

The City of Plymouth Master Plan sets forth a vision for our community. It is a guide that all city boards and departments can use to help make planning and development decisions. The Plan communicates a vision for future land uses. Planning is a process and requires residents, property owners, business owners, city officials, staff, and others – all with diverse backgrounds, ideals, and visions – to work towards a common vision of our built environment. This common vision is achieved through discussions, surveys, and open public meetings. The Master Plan seeks to clarify who we are, where we are, and where we are going. Moreover, the Master Plan is the culmination of past, present, and future visions of city planning.

The Master Plan identifies goals for Plymouth's future to express long-term expectations and addresses the fundamental issues that the city expects to face in the future. By using the Master Plan as a guide, city boards and departments can coordinate land use planning activities towards outcomes that best fit with the long range goals outlined by the Master Plan.

The Master Plan consists of two main components: text and map. The text of the Plan should be consulted for a description of policies that apply to specific areas or features. The Future Land Use Map is intended to illustrate the desired locations of certain land uses in the community. Other maps are included throughout the Plan to provide additional details not mentioned in the text. If there is inconsistency between the text of the Plan and the map, the text will control city policy.

Under the Michigan Planning Act (Act 33 of the Public Act of 2008), communities are required to review their Master Plan every five years and update it if needed. Plymouth's previous Master Plan was most recently amended in 2018. The 2018 adoption fully replaced the 2011 Master Plan which had been updated in 2009. The 2009 version fully replaced the previous Master Plan adopted in 1996.

### **Connection between Master Plan and Zoning Ordinance**

The Master Plan is a long-term policy document that provides guidance for community development over a period of 5 to 20 years. The plan is based on community input and outlines goals and objectives related to areas such as economic development, housing,

transportation, and infrastructure. While not a law itself, the Master Plan must be reviewed every five years as required by state law and serves as a foundation for future planning. The Future Land Use Plan, a visual component of the Master Plan, maps out potential land use categories and details the types of uses, densities, and design standards that may be considered for zoning changes. It serves as a framework for future development, with changes requiring community input.

In contrast, the Zoning Ordinance is a legal document that regulates land use in the present. It dictates specifics such as building size, form, placement, and parking requirements, and must comply with federal, state, and case law. The Zoning Ordinance implements the Master Plan and is legally enforceable. Similarly, the Zoning Map is a legal document that identifies zoning districts and outlines what types of land uses and buildings are permitted. It is also enforceable by law and can only be changed through a formal rezoning process, which includes public hearings and approval from the Planning Commission and City Commission.

### **Who Creates and Maintains the Plan?**

The City of Plymouth Planning Commission is the primary agency responsible for the preparation and final approval of the Master Plan. Supported by staff and consultants, it is the role of the Planning Commission to develop a land use plan and support its implementation.

The Master Plan is a document that must be embraced by the City of Plymouth leaders. While ultimately the responsibility of the Planning Commission, the Master Plan must inspire consistent decision making throughout the community. The Plan serves a larger



purpose to inspire and guide city initiatives and foster innovative community development.

### **How Will the Plan be Used?**

The Master Plan will be used in numerous ways across different timeframes. On a day-to-day basis, city staff will rely on the Plan to guide their work, including discussions with developers, drafting zoning amendments, and making recommendations to the Planning Commission or City Commission. It will also serve as a reference for neighborhood groups, local investors, and non-profit organizations. On a month-to-month basis, elected officials will use the Master Plan when making decisions about land use, setting city policies for development, improving infrastructure, and shaping regulations and budgets. Annually, the Master Plan should be evaluated to ensure it still aligns with the city's goals. Regular audits will help assess progress and identify necessary revisions or updates, ensuring that the Plan remains relevant and continues to have broad community support.

### **Who Makes Development Decisions?**

Development decisions in Michigan are permitted by and regulated through two main laws: the Planning Enabling Act and the Zoning Enabling Act. While many other local, state, and federal laws come into play, these two laws outline the basic steps that a local government must take to plan for and regulate development within its boundaries. These laws balance the rights of the property owner with a local government's responsibility to protect the health, safety, and welfare of its residents.

Reviewing and approving development proposals can be a complex process. In many instances, various boards and departments are

responsible for reviewing and approving new development in Plymouth.

The following describes, in general, the responsibilities of the city:

### **Community Development Department (CDD)**

The City's Community Development Department is the initial contact between the city, developers, and residents. It receives all development applications and supporting materials. The department also assists developers with informational requirements and procedures outlined in the Zoning Ordinance. The Building Official, Fire Marshall, and various specialty inspectors work with applicants once the development proposal has been approved by the appropriate commission. Plans submitted to these officials are reviewed for conformance with applicable codes and ordinances. These professionals ensure that construction meets the Plymouth Zoning Ordinance, Michigan Building Code, the Michigan Residential Code, and/or State and National Trade Codes.

### **Planning Commission (PC)**

The responsibility of the Planning Commission is to guide and advance the efficient and coordinated development of the city in a manner that will promote the health, safety, and general welfare of its residents. The Planning Commission has the primary responsibility for reviewing development proposals. The Planning Commission reviews projects to ensure that development adheres to the City's Master Plan, Zoning Ordinance, and allows a reasonable use of the property. Note: The Planning Commission does not review proposals for individual single-family or two-family residences.

### **City Commission (CC)**

Some proposals, such as a Planned Unit Development or re-zoning a property, must be reviewed and approved by the City Commission. The Planning Commission conducts an initial review and makes a recommendation to the City Commission. The City Commission then makes the final decision based upon criteria and requirements in the Zoning Ordinance.

### **Zoning Board of Appeals (ZBA)**

The Zoning Board of Appeals hears variance requests from property owners or developers who, because of hardships or practical difficulty, cannot meet the requirements of the Zoning Ordinance and feel there is a unique circumstance that limits the applicability of certain requirements.



Photo Credit: Pete Mundt

### **Historic District Commission (HDC)**

The City of Plymouth has a Historic District that is enabled by the Local Historic Districts Act (PA 169 of 1970). In general, properties surrounding or adjacent to Kellogg Park are within the boundaries of the Historic District. If development is proposed on a property within the Historic District, the proposal must also go before the Historic District Commission for consideration, review, and approval.

The Historic District Commission uses the National Park Service's Secretary of Interior Standards for Rehabilitation to review projects within the district.

### **Downtown Development Authority (DDA)**

Plymouth implemented a Downtown Development Authority in 1983, which was enabled through the Downtown Development Authority Act, PA 197 of 1975, and has since been replaced by PA 57 of 2018. DDAs are designed to be a catalyst in the development of a community's downtown district. They provide a variety of options 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 2: Public Input

The City of Plymouth recognizes that public input is essential in the process of updating the Master Plan. Along with reviews and discussions at Planning Commission meetings, a statistically significant resident survey was conducted, two public engagement sessions were held, and transportation information was collected at a public event.

The city contracted with the Lansing based firm EPIC-MRA to conduct a telephone survey. The survey interviewed 264 adult residents of the City of Plymouth in the week of September 11, 2023.

The first Master Plan public engagement session was held in Old Village on March 20, 2024. A survey was completed by 32 individuals at the end of the session. The second public engagement session was held at the Plymouth Cultural Center on April 24, 2024,

with 36 individuals completing the survey at the end of the session.

In order to gain insight on transportation related matters, data was collected from residents and non-residents at the Spring Artisan Market held in Kellogg Park on April 20, 2024.



The Planning Commission collected paper surveys from 23 residents and 30 non-residents.

The topics that these various public engagement events and the phone survey covered are organized below by topic heading with the resulting quantitative input. The qualitative input has been integrated into the applicable chapters of the Master Plan.

### Desirable Characteristics

At the public engagement sessions, respondents were asked to identify building characteristics that they considered important in the Old Village and Downtown areas of the city. The characteristics included:

- Preservation of historic buildings
- New and infill construction
- Buildings are set back similarly from the street
- Buildings are set back variably from the street
- Consistent land uses across floors
- Variable land uses across floors
- Consistent building styles
- Variable building styles

Preservation of historic buildings was consistently identified for both areas by over 90% as the most important characteristic. Buildings set back similarly from the street and variable building styles were clearly 2<sup>nd</sup> and 3<sup>rd</sup> in importance.

### Pedestrian Amenities

Respondents were asked to rank eight pedestrian amenities by importance at the engagement sessions for Old Village and Downtown. While not ranked in the same order by all respondents, *Benches*, *Trash Cans*, *Signalized Pedestrian Crossings* and *Planters* were always in the top four. *Bike Racks* and *Bike Lanes* were consistently in 5<sup>th</sup> and 6<sup>th</sup> place while *Directional Signage* and *Drinking Fountains* were identified as the lowest priority.

### Entry-Level Home Buyer Accessibility

Housing stock and housing diversity was a topic covered at the engagement sessions. When the participants were asked if it was important that the City of Plymouth be

accessible to entry-level home buyers, 83% responded *Yes*. Twelve percent responded *No* and 6% were *Unsure*.

### Multi-Family Housing

The September 2023 survey asked participants their opinion related to whether the city has *Too Many*, *Too Few*, or the *Right Amount* of multi-family housing. *Right Amount* received a majority of responses at 58%, with *Too Many* and *Too Few* responses equal at 17%. To gather information on specific multi-family housing types, the engagement session surveys asked the same question about Duplexes, Triplexes, Apartments and Townhomes. The responses for each specific multi-family type were consistent with the survey results for overall multi-family housing, but showed slight variation based on the housing type.

### Duplexes

Residents were asked if they favor or oppose allowing duplexes to be built in single-family neighborhoods as part of the September 2023 survey. The response was 37% *Favor* with 52% *Opposed*. The feedback from the engagement session surveys had only 29% respond in *Favor* of with an equal 35% *Opposed* and 35% *Unsure*.

### Accessory Dwelling Unit (ADU)

As this is an unfamiliar topic, a description of accessory dwelling units was provided prior to asking participants if they would *Favor* or *Oppose* the city allowing this type of dwelling unit to be established on the second level of detached garages as part of the September 2023 survey. The description was: "An accessory dwelling unit is defined as a smaller, independent residential dwelling unit located on the same lot as a detached single-family home and could be utilized as a rental or short-

term rental. It is also commonly referred to as an “ADU” or “mother-in-law suite.” There was a majority support (59%) for allowing ADUs as described. The engagement sessions covered this topic as well and those survey responses also showed a majority (54%) in support; however, 22% did respond that they were unsure.

The engagement session reviewed various forms of ADUs, and the survey asked a follow-



DETACHED ADU

up question on which types of ADUs the participant would support and referenced the image to the left. Above garages, both detached and attached again received over 50% support.



ATTACHED (ABOVE GARAGE) ADU



INTERIOR (CONVERTED GARAGE) ADU

A third question was asked about participants’ opinions on parking, should ADUs be allowed. When asked if parking for

ADUs should be required on private property, 63% responded Yes.

### Size and Mass of Single Family Homes

When asked about the size and mass of homes built in the city, COVID was used as a frame of reference. When asked if homes built since COVID were appropriately sized, the September 2023 survey results were close with 46% Yes and 48% No responses. The survey responses from the engagement sessions had a strong No response of 78%.

The September 2023 survey went on to ask participants if the Plymouth City ordinances should *Increase, Decrease, or Not Change* the existing size and mass specifications. One half

of respondents opted for the status quo, with slightly under four-in-ten expressing a preference for a decrease in the size and mass specifications.

To approach size and mass from a different perspective, the surveys for the engagement sessions asked participants their opinion on whether homes built since COVID were compatible with surrounding homes. Seventy-one percent responded No. It was then asked if the city should investigate ways to encourage and retain character in each neighborhood. Ninety-seven percent responded Yes.

### Height of Single Family Homes

The September 2023 survey asked participants their opinions about the height of single family homes built since COVID and if the city should *Increase, Decrease, or Not Change* the ordinance specifications. A majority of participants responded that the home heights were appropriate (66%), and ordinances should not be changed (65%).

### Height of Detached Garages

As with single family homes, the September 2023 survey asked participants their opinions about the height of detached garages built since COVID and if the city should *Increase, Decrease, or Not Change* the ordinance specifications. Again, the majority of participants responded that the detached garage heights were appropriate (76%), and the ordinances should not be changed (66%).

### Tree Ordinance

The tree ordinance adopted in 2017 aimed at protecting, preserving, and reforesting the tree canopy. Participants of the September 2023 survey were asked whether it had done *Enough, Too Little, or Too Much* in achieving the stated aim. A plurality of respondents reported



the ordinance had done *Enough* (49%) with nearly three-in-ten (29%) reporting *Too Little*. It is important to note that in February 2024, the ordinance was amended to eliminate tree removal and mitigation regulations on private property.

### **Landscape Ordinance**

The city adopted an ordinance in January of 2023 establishing a minimum square footage of landscape area on all residential properties. The September 2023 survey asked whether it had done *Enough*, *Too Little*, or *Too Much*, to protect and enhance the landscape areas of the city. A plurality of respondents again reported the ordinance had done *Enough* (42%) with 21% responding that *Too Little* had been accomplished.

### **Form-Based Codes (FBCs)**

The City of Plymouth currently has Euclidean Zoning Ordinances which has protected neighborhoods from incompatible uses but does not allow for a mixture of uses that exist in the City's best places, like Old Village and Downtown. In 2023, the Planning Commission guided the research of a "test" form-based zoning district for the Old Village area. While implementation of a FBC is at least 2 years out, community engagement and education will be required. An overview of FBCs was given at the engagement sessions. When surveyed, participants were asked if they would be interested in learning more about FBCs and seventy-eight percent (78%) responded Yes.



## Chapter 3: Goals

The goals for development in the City of Plymouth were developed using public input from the Master Plan surveys, public meetings, and many Planning Commission discussions over the last several years. These goals complement the City Commission's Five-Year Strategic Plan, last adopted by the City Commission on January 18, 2022. How these goals may be accomplished is discussed in subsequent chapters of this Master Plan. The guiding values and goals are based on input from the public and city officials.

### **Guiding Values and Goals**

*Plymouth is a leader in sustainable infrastructure.*

- Encourage environmentally sensitive, sustainable development.
- Address changing vehicular habits.
- Improve street mobility, connectivity, and safety.
- Plan for vehicular needs, including parking.
- Maintain and enhance the tree canopy.
- Encourage historic preservation.

*Our staff, boards, and commissions are well trained.*

- Identify yearly training opportunities and conduct joint sessions on land use and development topics.
- Include all relevant planning, zoning and development information in board and commission orientation packets.

*The city thrives when we all work together.*

- Promote a welcoming environment for residents, visitors, commercial business, and industry.
- Apply form based codes where appropriate to foster a high-quality public realm.
- Complete requirements to obtain and maintain Redevelopment Ready Communities certification.

*Plymouth is an attractive, livable community.*

- Encourage appropriate home sizing and massing.
- Create lifelong neighborhoods of diverse housing for various income levels.
- Plan for a variety of land uses that create a dynamic environment supportive of residences, community institutions, and businesses.
- Modernize and update zoning ordinance to reflect community vision.





## Chapter 4: Future Land Use

### Introduction

The future land use chapter identifies the desired characteristics of the various land uses. Appropriate future land uses are described and mapped in this document. Each category coordinates with the proposed changes noted in the zoning plan.

The text in this chapter and Future Land Use Map are intended to be policy documents and decision-making guides to promote informed public and private decision-making for the betterment of the community. It is important to note that future land use designations are different from zoning districts or zoning ordinance standards. They are designations on a plan that provide guidance on appropriate land uses if a lot were to be redeveloped in the future. The designations and map will guide future zoning ordinance updates to achieve the goals of this document.

The land use classifications on the Future Land Use Map provide the basis for evaluating future

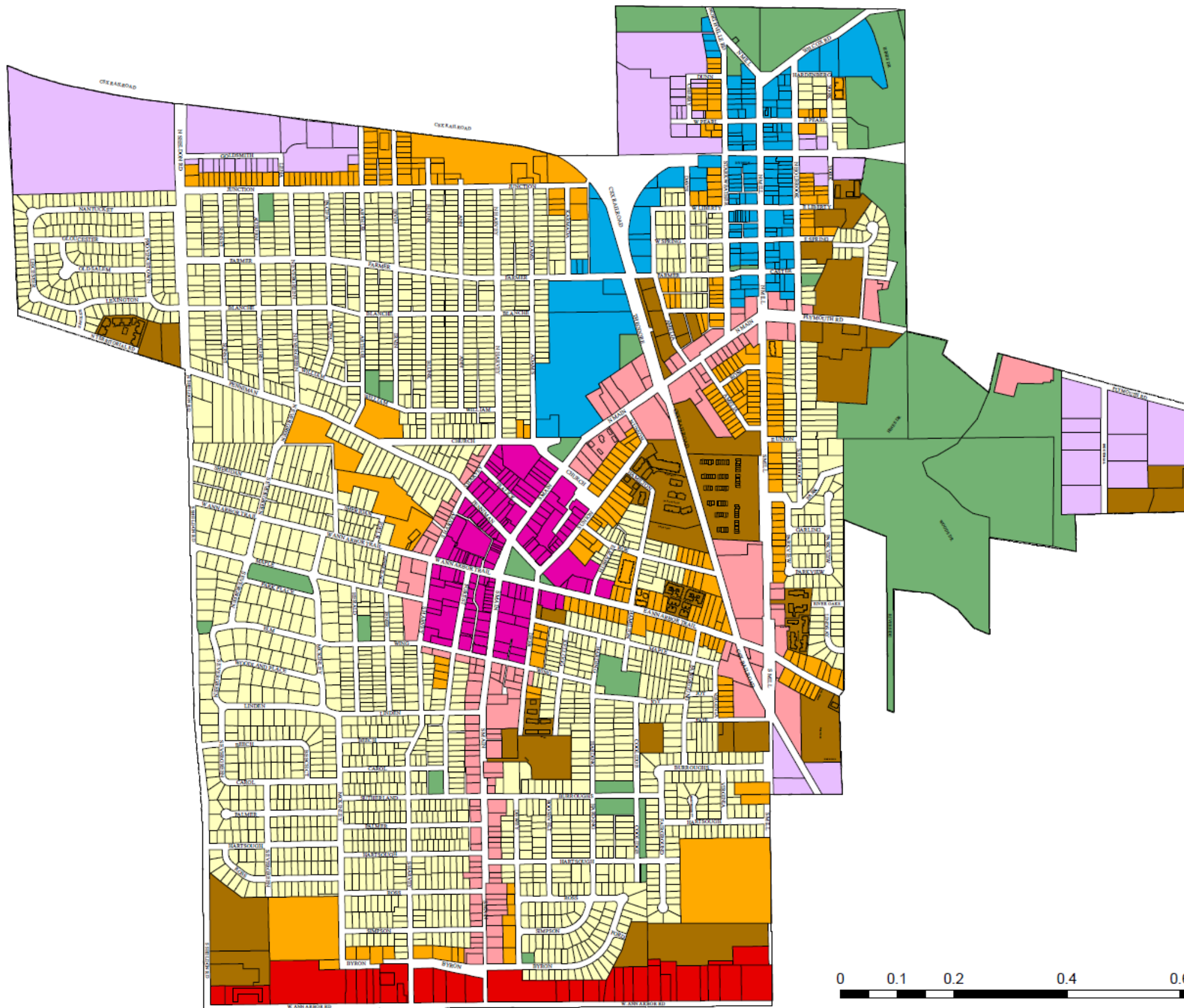
rezoning requests. Zoning actions that are consistent with the Future Land Use Map are more defensible if challenged in court. The Master Plan should be the principal source of information in the investigation of all rezoning requests. The City may initiate a rezoning to conform with the Future Land Use Map, or it may wait for property owners to come forward on a case-by-case basis

### **Residential Vision Statement**

*Homes in the City of Plymouth shall contribute to the character and desirability of the City. Homes shall maintain the walkable character of the neighborhoods, with appropriate heights relative to the street, and appropriate distance from sidewalks. They should be built size-appropriate to their lots, allowing adequate space and sunlight to neighboring homes. They should maximize green space and trees and minimize non-permeable surfaces to allow for both the continued forestation of Plymouth and increase water infrastructure sustainability.*

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## Legend

### Future Land Use

- Ann Arbor Road Corridor
- Central Business District
- Industrial
- Local Business
- Multi-Family Neighborhood
- Mixed Use
- Parks and Open Space
- Residential Multi-Family
- Single Family

0 0.1 0.2 0.4 0.6 0.8 Miles

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Plymouth, MI 48170  
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### Single-Family Residential

Areas planned for Single Family Residential are typically arranged in a traditional grid pattern. Most of the core single-family residential areas are connected to the historic downtown and the historic corridors. There are a range of residential building types, with houses of worship, schools, and small parks intermixed. The majority of residences are single-family homes, but duplexes are scattered throughout the core neighborhoods. These areas occupy most of the residential development in the city and are characterized by original plats with lot widths of 25 to 50 feet wide. In general, the lot sizes, widths, and building setbacks are small by today's standards, with many of the existing homes and lots not meeting current zoning ordinance requirements. Homes in this land use category are generally situated the same distance from the street, have front porches, and have detached garages at the rear of the property. Density in this area is between six and nine homes per acre and should not exceed two stories in height.

There are some areas of single-family homes that were developed in a more suburban format. Many of these neighborhoods are regulated by a single plat or condominium plan with associated rules or restrictions. Areas include what is typically referred to as "subdivisions," such as the New England Village neighborhood on the west side of town or Starkweather Condo on the north side of Plymouth Road. In most cases, the street network is designed to carry traffic into the neighborhood, not through it. Streets in these more suburban neighborhoods are wider and are more winding than streets in the core single-family residential areas, often including cul-de-sacs. Lot sizes, widths, and setbacks in these areas are larger than in the core single-family residential areas. Density in this area is

between two and five homes per acre and should not exceed two stories in height.

#### *Implementation Strategies*

The zoning in these areas should preserve the existing character of each neighborhood but allow for a mix of compatible residential uses and building types that are traditionally found in those neighborhoods. The strategies below could allow for limited additional density, more housing type choices, while ensuring alternative dwelling unit options fit into the character of the neighborhood.

- 1) One option to consider are duplex units. The current R-1 zoning district does not permit these unit types, but there are a few historic duplexes scattered throughout this district. There may be specific locations that establishing a slightly higher density by incorporating duplexes could be appropriate. The city may want to consider additional standards to ensure that those dwelling units fit into the existing character of the neighborhood and adjacent corridor.
- 2) Another option to consider are Accessory Dwelling Units (ADUs). Where, and to what degree, ADUs are permitted could be studied and an ordinance with design and functionality standards considered.
- 3) Related to both strategies, a strong rental inspection program is important to ensure that rental units, whether in houses, accessory buildings, or larger buildings, are safe and clean dwellings.

New lots created in this designation should be developed at a lot size that is consistent with the surrounding properties. Repurposing vacant lots should be the priority, so demolition and infill development does not degrade neighborhood character, tree canopy, home affordability, and historic and architectural character.

*Applicable Zoning Districts:* R-1

## Multi-Family Residential

Multi-Family Residential areas were developed in a range of residential building types which include duplexes, triplexes, multiplexes, townhouses, small apartment buildings, and groups of condominiums with houses of worship and small parks intermixed. This designation aims to allow the “missing middle” housing types that are desirable as a residence. See the image below.

### What is Missing Middle Housing?

Missing Middle Housing is a range of house-scaled building with multiple units – compatible in scale and form with detached single-family homes – located in a walkable neighborhood. They are called “Missing” because they have typically been illegal to build since the mid-1940s and “Middle” because they sit in the middle of a spectrum between detached single-family homes and mid-rise to high-rise apartment buildings, in terms of form and scale, as well as number of units and often, affordability.



It is the priority of this area to increase the number of housing units in a manner that is consistent with the adjacent areas while serving as a transition between commercial districts and single-family neighborhoods. These areas allow for additional density to occur while still preserving the character of adjacent single-family neighborhoods. These areas can also host accessory dwelling units under appropriate circumstances.

Multi-family residential density is dependent upon the housing type and the neighborhood character. In areas where single-family land uses are adjacent, duplexes and small multiplexes that match the appearance of single-family homes are more appropriate. Density in this application is up to twelve (12) units per acre. In areas where commercial and

industrial land uses are adjacent, townhouses and stacked multiplexes at higher densities are more appropriate. Density in this application is between twelve (12) to eighteen (18) units per acre. In no instance should building heights be taller than two and one-half (2.5) stories.

### Implementation Strategies

Multi-family residential may take a variety of forms and it is important that a variety of housing types that are desirable to current and prospective Plymouth residents can be retained and constructed. Existing structures within this designation should be considered for adaptive reuse into multi-family buildings. Increasing the number of housing units within existing building footprints is a desirable method of adding dwelling units without changing neighborhood character.

The Zoning Ordinance should enable the neighborhoods Plymouth desires. Many resources have been developed to assist communities such as Michigan Municipal League's Pattern Book Homes for the 21<sup>st</sup> Century Michigan, Michigan Association of Planning's Zoning Reform Toolkit, Michigan State Housing Development Authority's Statewide Housing Plan, and the Michigan Zoning Atlas. The 2023 Zoning Audit indicates that desired building types and densities outlined above are not possible under current Zoning Ordinance standards and should be amended. Changes to the RT-1 District include expanding the permitted uses to include triplexes and other "missing middle" housing and clarify minimum lot size and floor area per dwelling unit. Changes to the RM-1 District include eliminating the room number density calculation, clarifying minimum lot size and floor area per dwelling unit, and reducing the minimum distance between buildings. Parking requirements should be reviewed to ensure adequate, not excessive, off-street parking is provided. A strong rental housing inspection program also ensures that existing and new development are safe and clean places to live.

*Applicable Zoning Districts:* RT-1, RM-1

### **Multi-Family Neighborhoods**

Multi-family Neighborhoods were originally designed for a single type of housing per site and included large blocks of apartments and townhouses. Typically, these neighborhoods are large, standalone sites, located on higher traffic roadways and they often have a self-contained, private road network. However, in the future a single site may be able to support a mixture of housing types and unit offerings. It may be appropriate for these neighborhoods to include a mixture of "missing middle" types

of housing in a higher density than in the multi-family residential designation. For example, a site might be able to accommodate the arrangement of multiple duplexes or triplexes. The streets within these neighborhoods are typically private and are not connected to the larger grid network of Plymouth. Traffic is meant to be directed into and out of the neighborhood through one or two entry points. These neighborhoods often include large surface parking areas for residents and visitors. These higher-density neighborhoods are encouraged to meet the City's need for housing in a wider range of price points and to offer options which are accessible by means other than personal vehicle. Density in this area is between eighteen (18) to twenty-seven (27) homes per acre and should not exceed four stories in height.

### *Implementation Strategies*

In the multi-family residential zoning district, the types of permitted housing were expanded, however, obstacles still exist that prevent redevelopment. These barriers can be reduced by removing the room number density formula in the Zoning Ordinance, reviewing parking requirements especially for properties close to downtown or public transit stops, and allowing additional height/stories where appropriate. In targeted areas, missing middle type housing constructed in a density between eighteen (18) and twenty-seven (27) units per acre may allow a different type of neighborhood character than the traditional apartment and townhouse offering. Completion of a building type inventory may offer insight into necessary changes.

Built multi-family neighborhoods are unlikely to change significantly in the future unless they are fully redeveloped, however, additional units

could be retrofitted in appropriate locations within existing building footprints. Additional units could also be created by adding additional stories or buildings on the appropriate sites. Some of the multi-family neighborhoods are aging and in need of maintenance, repair, and rehabilitation to remain desirable. The city should encourage investment in these areas. Adaptive reuse of aging apartment buildings is important to ensure safe, desirable housing units exist in Plymouth.

These neighborhoods should aim to increase the city's total number of dwelling units while balancing the need for vehicular circulation, parking, landscaping, and other site amenities. Standards for new multi-family developments should be evaluated to ensure that the design of such development supports the needs of the community. A strong rental housing program also ensures that existing and new development are safe and clean places to live.

*Applicable Zoning Districts:* RM-1, RM-2

### **Old Village - Mixed Use**

The Old Village area was built on a traditional grid pattern centering along the railroad line. Historically, this area hosted a mixture of industrial, hospitality, restaurant, service, retail, religious, and residential uses. Many of these same uses exist today. Care should be taken to protect the commercial corridors comprising the downtown village area of W. Liberty between Starkweather and Mill, Starkweather between W. Liberty and Farmer, and Mill between W. Liberty and W. Spring. The Old Village area has a range of residential, commercial, and industrial building types and land uses. New buildings should be located on

the lot in a consistent pattern like the historic buildings, and setback from the street uniformly with the remainder of the block. Preservation of existing historic buildings is a priority. Buildings in this area should be designed to be adaptable so they can shift between residential and commercial uses as demand changes. Density in this area should be between twelve (12) and eighteen (18) units per acre and should not exceed three stories in the downtown village and two stories in the surrounding neighborhoods.

The city is interested in adopting a form-based code to guide any infill development in Old Village. More study of the existing building types and engagement of the business owners and residents is necessary to develop this code. Generally, desirable building types throughout the area are houses, duplexes, multi-family buildings, and downtown/commercial mixed use. The mixture of commercial and residential land uses should be carefully considered on a block by block basis. Commercial uses should not negatively impact existing or future residential uses; however, there is an understanding that homes may be located adjacent to businesses that operate late into the evening.

### *Implementation Strategies*

The intent of the form-based code is to preserve and protect the existing development pattern that occurred prior to the control of traditional zoning. A preliminary form-based code was drafted for Old Village in 2023. To refine and ultimately adopt the code, a detailed building type inventory must be completed to determine which building types are compatible with each block/corridor. Additional study of street types and site types is also necessary.

Zoning obstacles exist that prevent meaningful intermixing of residential and business land uses. Stringent special land use requirements for commercial uses should be evaluated. Parking requirements also need to be balanced with the physical confines of existing sites and should be dictated by building square footage, or other standards that acknowledge the historic development layout of the area designed before automobiles. Consideration could be given to on-street parking and other public parking while safeguarding neighborhood streets whenever possible.

*Applicable Zoning Districts:* RT-1, RM-1, RM-2, MU, B-1

### **Local Business**

The Local Business future land use category is designed for office uses and convenience shopping, dining, and services for residents of nearby residential areas. The desirable building types in this area include standalone single-use buildings, mixed use buildings, and former homes preserved and repurposed for commercial uses. This area serves as a transition area between single family neighborhoods and higher traffic volume streets. Local business has been applied to smaller lots that can accommodate various uses in a harmonious design, but there are some larger lots that could be redeveloped. Should redevelopment occur, adaptive reuse of existing structures should be prioritized. This category could accommodate residential uses on upper levels at a density between twelve (12) and eighteen (18) units per acre. Local Business would not include intensive business types or businesses that depend on high volumes of vehicle traffic. Generally, buildings should have uniform setbacks with parking located at the rear of the

building or integrated and hidden from view of the road or nearby residential properties within any new construction.

### *Implementation Strategies*

Strip mall type developments should be eliminated through redevelopment when possible. Parking should be located at the rear of buildings and away from the street frontage. Parking and site circulation should be shared across property lines whenever practical. Shared parking agreements between adjacent or nearby properties should be encouraged. Adaptive reuse and preservation of historic buildings is desired. Business uses should be protected by prohibiting residential uses on the first floor unless developed at the edges of the area in a manner that provides a buffer between commercial and other residential land uses, and at a higher density of multi-family residential. In no instance shall a residential development create a gap-tooth condition within the existing commercial corridors. If multi-family development is the desired use for a site as determined by the Planning Commission, then it should be developed at a density of greater than twelve (12) units per acre but no more than twenty-seven (27) units per acre. Sidewalk conditions should be improved to give pedestrians buffered, landscaped space away from the edge of the street. Development should include pedestrian oriented site amenities like bike parking, pedestrian sidewalks and pathways, and inviting outdoor spaces where appropriate. Zoning should be reviewed to consider if and where modern land uses should be in the local business districts and under what circumstances.

*Applicable Zoning Districts:* B-1, O-1, O-2





### Central Business

The central business area 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 at a density of eighteen (18) to twenty-seven (27) units per acre. It serves the retail, office, convenience, and service needs of the entire City. The central business area promotes uses which provide convenient pedestrian shopping and services along a continuous retail frontage. Much of the area is served by centralized parking under the City's control. The Plymouth Downtown Development Authority boundary is closely matched to the central business designation.

#### *Implementation Strategies*

The central business designation is supported by the DDA infrastructure and strategic plans and the Kellogg Park Historic District. The intent is to maintain a vibrant, desirable downtown with thriving businesses that have a variety of offerings. Preservation of, and adaptive reuse of existing buildings, especially outside of the Historic District, will help maintain the existing character and charm of the downtown area.

Care should be taken to strategically increase parking supply through public-private partnerships, land acquisition, and efficient parking space layout across private properties. Evaluation of parking requirements for new buildings and businesses should be a priority. Examine parking options downtown to determine whether minimum parking requirements are needed or only necessary for some land uses, such as residential.

The central business area is another place that may benefit from form-based code requirements. Analysis should include a building type inventory, street and site types, and consideration of public spaces and parking areas.

*Applicable Zoning Districts:* B-2

### Ann Arbor Road Corridor

The Ann Arbor Road Corridor is the broadest and most-intensive commercial land use category. This area is located on the automobile dependent Ann Arbor Road and benefits from the exposure of high-traffic volumes. While these uses are generally accessed by vehicle, pedestrian access across the corridor is desirable. Businesses include a wide range of retail and service establishments, including drive-through restaurants, auto-service establishments and commercial uses serving a regional clientele. Limited residential uses may be appropriate on upper levels but are considered a subordinate use to the principal commercial intent of this designation. Residential density should be between eighteen (18) to twenty-seven (27) units per acre. Buildings in this corridor are typically single land use, but a mixture of commercial land uses are desirable within buildings and across parcels/lots. Parking should be located

behind or along the side of buildings. Improvements to pedestrian circulation to and through sites should be prioritized, especially for land uses that will serve the adjacent residential neighborhoods. The intent of the corridor is to provide a cohesive streetscape with consistent signage, landscaping, and fencing. Ideally, buildings would be setback from the street in a consistent manner and curb cuts should be limited to reduce the potential conflict between pedestrians and vehicles.

#### *Implementation Strategies*

This corridor's zoning standards were developed in partnership with Plymouth Township. The intent of the district is a unified corridor of consistent land use regulation. While the regulations have produced the desired results, there are some requirements that are showing their age and make development and adaptive reuse of existing buildings challenging. Any amendments to this corridor should be undertaken cooperatively with the Plymouth Township Planning Commission, the Township Downtown Development Authority, and corridor businesses. Parking requirements should be reviewed to ensure that parking lots are designed to serve the building, not the land uses. Reduction to the number of curb cuts throughout the district is a priority for vehicular and pedestrian safety. Zoning should be reviewed to consider if and where modern land uses should be in the corridor and under what general circumstances.

#### *Applicable Zoning Districts: ARC*

#### **Industrial**

The Industrial land use designation is intended to primarily accommodate wholesale activities, warehouses, and light industrial operations

whose external and physical effects are restricted to the immediate area having only a minimal effect on surrounding districts. This designation is also structured to permit manufacturing, compounding, processing, packaging and assembling of finished or semi-finished products from previously prepared materials. Research and development land uses are appropriate for this designation and the increased use of technology to mitigate typical industrial-type nuisances is encouraged. Uses that are more conducive to a residential community in close proximity are encouraged.

Buildings in this area are typically occupied by a single land use, but a mixture of industrial land uses may be suitable within single buildings. Parking should be located behind or along the side of buildings, unless parking in other locations offers a better buffer for the street.

#### *Implementation Strategies*

Industrial land uses are changing due to increased automation and evolving business and customer demands. Heavy industrial land uses are considered incompatible with Plymouth's increasingly residential character; however, industrial land uses support employment opportunities for residents and the city tax base. It is important that standards are in place for existing businesses to grow while protecting the high quality of life in adjacent neighborhoods. It is important that employee and truck parking be provided on-site so on-street parking conflicts are minimized. Site circulation should provide safe pathways for pickups, deliveries, parking, and storage. Truck routes on more heavily traveled streets should serve industrial areas and should provide adequate passage into, through, and out of the city. Zoning should be reviewed to



consider if and where modern land uses should be in the districts and under what general circumstances.

*Applicable Zoning Districts: I-1, I-2*

### **Parks and Open Space**

Parks and Open Space areas include existing city-owned parks, playgrounds, and cemeteries, and county-owned Hines Parkway. Other properties that are envisioned for recreational land use in the future have also been given this designation. This land use category is intended to protect parklands and open space from future development that does not consider the public benefit of retaining such land.

#### *Implementation Strategies*

If properties owned by regional, public organizations become available, the city should consider acquiring suitable sites for parks and recreation land uses. Public-private partnerships for vacant land that could be used for recreational purposes is another desirable option. Parks and playground areas in neighborhoods should be served by on-street parking. Larger, formal recreation uses and facilities that serve people outside of the immediate vicinity should be served by off-street parking.

*Applicable Zoning Districts: R-1, POS*

## Zoning Plan

<b>Future Land Use Category</b>	<b>Appropriate Land Uses</b>	<b>Zoning</b>
Single Family	Single family, institutions, parks	R-1
Residential Multi-Family	Single family, small multi-family, "missing middle" housing, institutions, parks	RT-1, RM-1
Multi-Family Neighborhood	Multi-family	RM-1, RM-2
Mixed Use	Mixed use, offices, retail, services, institutions, parks, multi-family, "missing middle" housing, single family	RT-1, RM-1, RM-2, MU, B-1
Local Business	Mixed use, offices, retail, services, institutions, upper story residential, multi-family at edges	B-1, O-1, O-2
Central Business	Offices, retail, services, restaurants, institutions, upper story residential, parks	B-2
Ann Arbor Road Corridor	Offices, retail, services, restaurants, multi-family	ARC
Industrial	Manufacturing, warehouses, offices	I-1, I-2
Parks and Open Space	Parks	R-1, POS



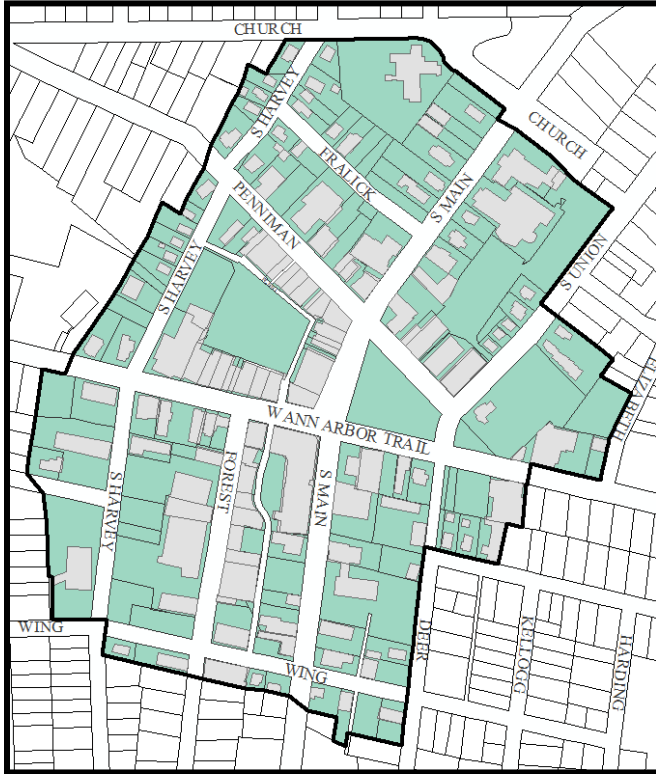
This chapter provides more detailed ideas of how specific areas in the city could be developed in the future. It puts to paper design principles for setbacks, building height, pedestrian amenities, open space, and other topics. This guidance works with the future land use designations and provides more detailed directions for development in particular areas of the city.

The sub-area plans address the following sections of the community:

1. Central Business/Downtown area
2. Old Village area
3. North and South Main Street areas
4. South Mill Street area
5. Ann Arbor Road Corridor



## Central Business/Downtown Sub Area Plan

**Planning Framework and 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 and 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 twelve feet back from the right-of-way.
- Building architecture should be compatible with sidewalk areas and provide an attractive interface between buildings and pedestrians. Quality architecture shall be emphasized with generous window areas, building recesses, and architectural details.
- Architectural interest should be provided by using color, texture, and materials, with special details for primary building entrances.
- Downtown real estate should be prioritized for employment, housing, parks, public art, or other amenities, not cars and parking. Determine if the current minimum parking requirements are needed or are only necessary for some uses, such as residential.



Photo Credit: Chamber of Commerce

- A form-based analysis should be conducted for the Downtown Sub Area. The analysis should include a building type inventory, analysis of street types, and designation of public space and parking areas.



Photo Credit: Pete Mundt

### Streetscapes and 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 and 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.
- Additional on-street parking should be striped whenever possible.

## DDA Strategic Plan

In August 2024, the Downtown Development Authority Board approved their 5 Year Action Plan that is the strategic visioning document for the downtown district. A summary of the goals and related tasks are listed below:

<b>2024 DDA Five-Year Action Plan</b>	
<b>Goal/Tasks</b>	
<b>Enhance DDA District Aesthetics &amp; Function - Streetscape Improvement Plan</b>	
<ol style="list-style-type: none"> <li>1. Use DDA Infrastructure Plan as a framework to build on.</li> <li>2. Enhance aesthetics, function and activating spaces, using industry best practices.</li> <li>3. Make landscaping consistent across the DDA.</li> <li>4. Revamp trees, planters, brick pavers.</li> <li>5. Evaluate patio/outdoor dining opportunities.</li> <li>6. Review opportunities to maximize and increase sidewalk areas/pedestrian/commerce opportunities to improve pedestrian safety.</li> <li>7. Incorporate eco-friendly, sustainable practices into DDA by reducing impervious surfaces, incorporating rain gardens, prioritizing native and pollinator-friendly plants, and maintaining a mature tree canopy.</li> </ol>	
<b>Enhance DDA District Aesthetics &amp; Function - Proactive Community Engagement Plan</b>	
<ol style="list-style-type: none"> <li>1. Educate residents and business owners about the Streetscape Improvement Plan project.</li> <li>2. Gather community input.</li> <li>3. Educate downtown stakeholders of plan.</li> </ol>	
<b>Improve Parking - Maximize the Number of Parking Spaces</b>	
<ol style="list-style-type: none"> <li>1. Re-assess parking desires of parking patrons/users via user input, needs study, or other methods. Work with the Planning Commission and businesses.</li> <li>2. Work with property owners of private lots to optimize layout, number of spaces, and increase efficiency/capacity.</li> <li>3. Analyze more efficient parking space design (Pull-in vs. parallel vs. angled, etc.).</li> <li>4. Work with the Planning Commission to review the approach to businesses providing parking. Look for a more collective approach.</li> <li>5. Review opportunities for additional parking spaces.</li> </ol>	
<b>Improve Parking - Other</b>	
<ol style="list-style-type: none"> <li>1. Incorporate electric vehicle (EV) charging stations.</li> <li>2. Evaluate one-way street options.</li> </ol>	
<b>Improve Pedestrian Safety - Pedestrian Crossings</b>	
<ol style="list-style-type: none"> <li>1. Create Consistent Approach to Determining Pedestrian Crossing Facilities.</li> </ol>	
<b>Improve Pedestrian Safety - Address Tree Issues</b>	
<ol style="list-style-type: none"> <li>1. Develop tree replacement plan.</li> <li>2. Tree grates or alternative surfacing around trees.</li> </ol>	
<b>Improve Pedestrian Safety - Other</b>	
<ol style="list-style-type: none"> <li>1. Ensure consistent sidewalk trim/brick work throughout the DDA.</li> <li>2. Implement vehicle management features that slow cars, reduce traffic, etc.</li> <li>3. Address uneven sidewalk pavement.</li> <li>4. Develop a plan to activate alleys and sidewalks.</li> <li>5. Eliminate obstacles on sidewalks and pedestrian crossings (such as light poles, planters, etc.).</li> <li>6. Provide input to the City Commission on proposed Multi-modal Transportation Plan</li> </ol>	

**Kellogg Park - Turf Issues**

1. Explore natural/synthetic alternatives to turf grass.
2. Look into better turf management.

**Kellogg Park - Brick Pathways**

1. Create brick pathways that are consistent with the downtown in Kellogg Park.

**Kellogg Park - Other**

1. Update the Kellogg Park landscape plan, including pollinator-friendly plants, rain gardens, and maintaining a mature tree canopy.
2. Evaluate the health of existing trees.
3. Incorporate East Penniman, or use of this street, into Kellogg Park functions.
4. Add security cameras.

**Support Businesses - Public Wi-Fi**

1. Evaluate public Wi-Fi in DTP.

**Support Businesses - Support Business Goals**

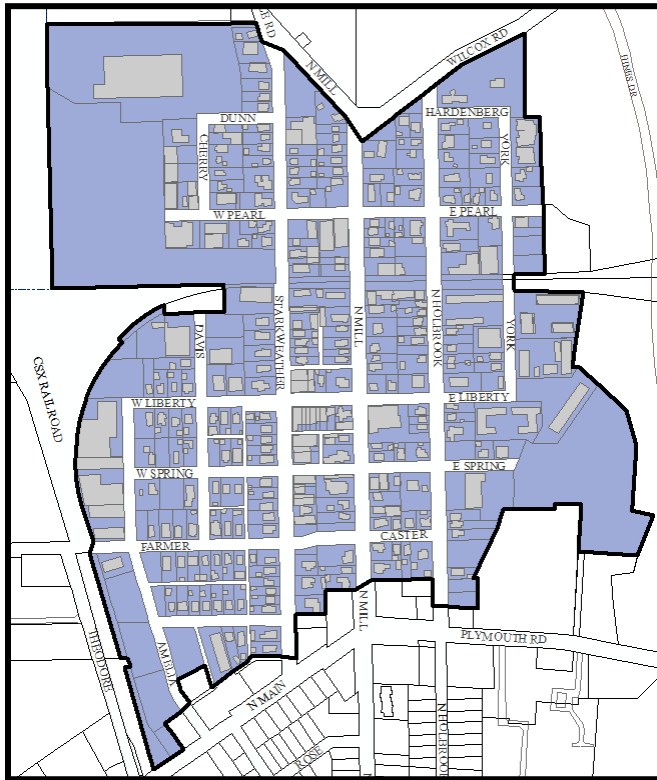
1. Continue community events.
2. Quantify value of proposed CC & DDA improvements to businesses.
3. Encourage business involvement in DDA programs.
4. Use Redevelopment Ready Communities program as a guide to market vacant properties.
5. Implement programming to create connections to other parts of the community.

**Other - Implement More Art Projects in the DDA**

1. Invisible paint that appears when it rains, with messages such as "Thank you for shopping Downtown Plymouth."
2. Add more street art/painted artwork.



### Old Village Sub Area Plan



#### Planning Framework and Land Use

- The Old Village area should be a compatible mix of residential, office, commercial and light industrial uses.
- The land uses should be arranged in a manner which complements the historic character of the Old Village.
- Intensive commercial uses which have a negative impact on nearby residential areas should not be allowed.



- Upper level residences located above first floor commercial or office uses are encouraged.
- Light industrial uses shall be allowed to continue but shall be buffered and screened from nearby residential uses.
- The mix of land uses will allow higher residential density in order to promote the Old Village vitality and pedestrian ambiance.
- Pedestrian and vehicular connectivity between Old Village and downtown and Old Village and Hines Park should be explored and enhanced.
- Old Village shall serve as an attractive, well-designed gateway into the City of Plymouth.
- Land uses which promote the interface of building occupants and public areas are encouraged. This includes outdoor cafes and attractive retail window displays.



#### Form and Site Design

- Liberty Street between Starkweather and Mill Streets shall function as the village center for the Old Village with a collection of restaurants, taverns, and shops.
- Historic architecture shall be preserved.
- Streetscape improvements including lighting, sidewalk enhancements, pedestrian amenities, and landscaping should be implemented.



- Variable setbacks ranging from zero to fifteen feet shall be established on an average block basis in order to maintain block integrity.
- Building heights shall not exceed 2-3 stories in appropriate areas
- The city should promote public and private plazas, and attractive green spaces for gatherings.
- Old Village land area should be prioritized for employment, housing, parks, public art, or other amenities, not cars and parking.
- Determine if the current minimum parking requirements are needed or are only necessary for some uses, such as residential.
- A detailed building type inventory should be conducted for the Old Village Sub Area to supplement the form-based analysis that was conducted for the area in 2023.

the village center area and commercial areas.

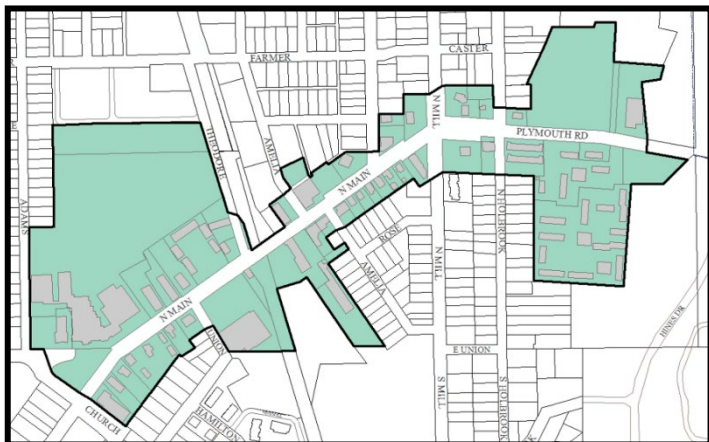
- Intersections should be improved to increase the visibility of pedestrians and other vehicles.
- Dedicated crosswalks should be added to strategic locations.
- The maximum number of on-street parking spaces shall be striped whenever possible.



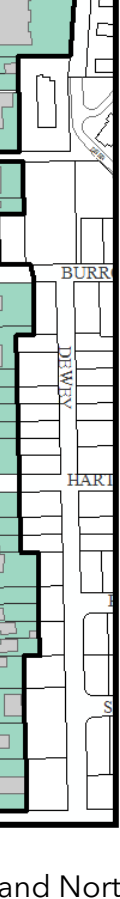

### **Parking and Circulation**

- The Old Village shall promote a safe and attractive pedestrian circulation system.
- The mix of residential and commercial uses will promote pedestrian scale development.
- Sidewalks in the village center area should be wider with barrier free ramps at intersections.
- The city should explore converting private parking areas into municipal controlled lots.
- On-street parking should be promoted as a viable alternative to off-street parking for

## North and South Main Sub Area Plan



## Planning Framework and Land Use

- 
  - South and North Main Street should be a mix of residential, office and commercial uses arranged in a compatible framework with adjoining single-family neighborhood areas.
  - Intensive commercial uses such as drive-through restaurants, gas stations and large format retail should not be allowed.
    - Local Business (B-1) type uses are permitted, which can be situated on limited-size lots, and which provide appropriate buffers to adjoining single-family residential uses.
  - South and North Main shall serve as an attractive, well-designed gateway to the downtown area for vehicles and pedestrians.
  - Share driveways and parking areas between uses/lots.
  - Landscape strips or decorative knee walls should separate front yard parking and sidewalk areas.
  - Adjoining single-family residential areas should be properly buffered by means of landscape strips, berms, and/or screening walls.
  - 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 fifteen feet back from the right-of-way.
  - Consider if a form-based analysis should be conducted for the North and/or South Main Street Sub Area. The analysis could include a building type inventory, analysis of street types, and designation of public space and parking areas.



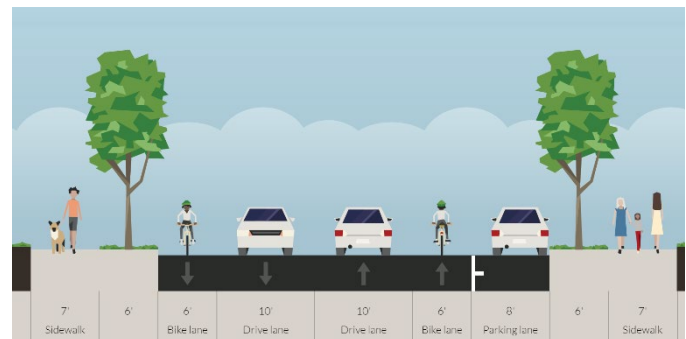
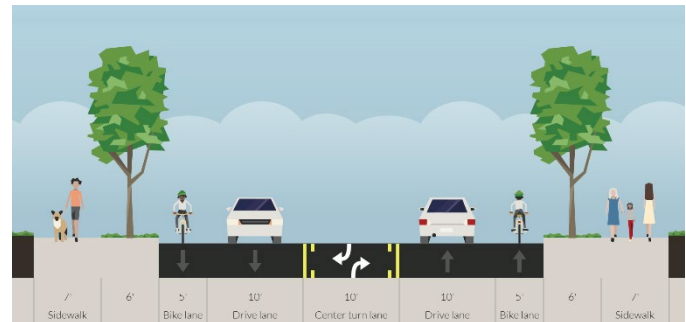
## Form and Site Design

- Where possible, the following streetscape improvements should be implemented: additional street trees, decorative street lighting, public art, and gateway or welcome signs.
- Locate parking at the rear of buildings. Share driveways and parking areas between uses/lots.
- Landscape strips or decorative knee walls should separate front yard parking and sidewalk areas.
- Adjoining single-family residential areas should be properly buffered by means of landscape strips, berms, and/or screening walls.
- 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 fifteen feet back from the right-of-way.
- Consider if a form-based analysis should be conducted for the North and/or South Main Street Sub Area. The analysis could include a building type inventory, analysis of street types, and designation of public space and parking areas.

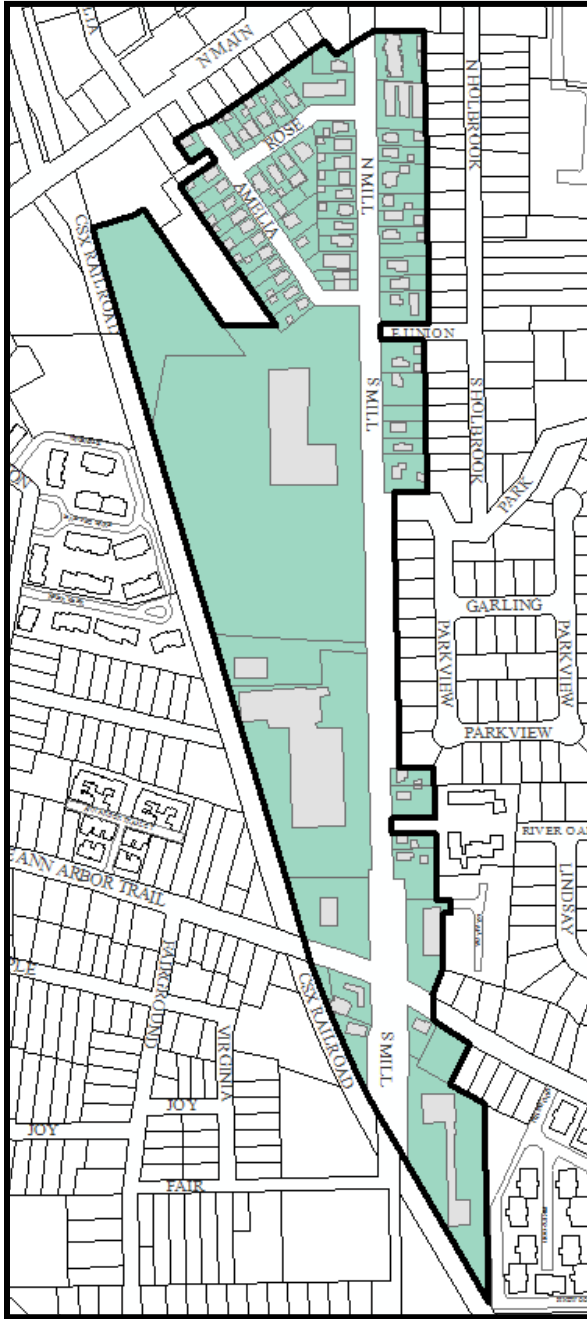


## Parking and Circulation

- South and North Main Streets should provide a safe and attractive pedestrian corridor leading to Downtown and Old Village.
- Pedestrian improvements should consider greater sidewalk width, additional landscaping and street trees, placement of light poles and streetlights, and barrier-free ramps at intersections.
- Where feasible, pedestrian refuge islands, bulb outs, and other traffic calming solutions should be considered at various points along North and/or South Main Street. Pedestrian crosswalks should be clearly identified with signage and cross bars. Crosswalks should be added and maintained in locations that connect pedestrians to shopping/entertainment districts, schools, community facilities, and parks.
- The city should consider alternative road cross sections such as two through lanes, parking lanes, and bicycle lanes. Safe and efficient vehicle stacking on North Main by the railroad tracks should be considered in any North Main roadway improvements.
- Include access management standards within the Zoning Ordinance to minimize curb cuts and turning conflicts. The access management standards of the ARC District are a possible starting point.
- Consider whether the number of off-street parking spaces required for new and infill development should be a function of the total size of the building, rather than the land use.



## South Mill Sub Area Plan

**Planning Framework and Land Use**

- South Mill provides redevelopment opportunities for mixed use development including single family residences, multi-family residences, recreation, neighborhood commercial and industrial uses.
- Existing single family and multi-family uses should be maintained and buffered from industrial uses.
- Neighborhood commercial uses such as local business retail and service are designated for the intersection of Ann Arbor Trail and South Mill.
- Retain existing industrial uses around the railroad as appropriate, as they provide important employment opportunities and tax base for the city.
- The former Lumber Mart site provides a prime redevelopment opportunity for a mixed use development.

**Form and Site Design**

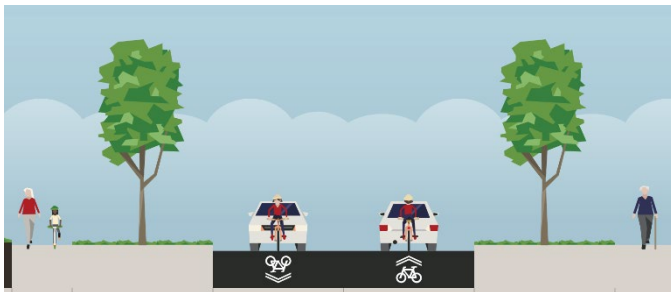
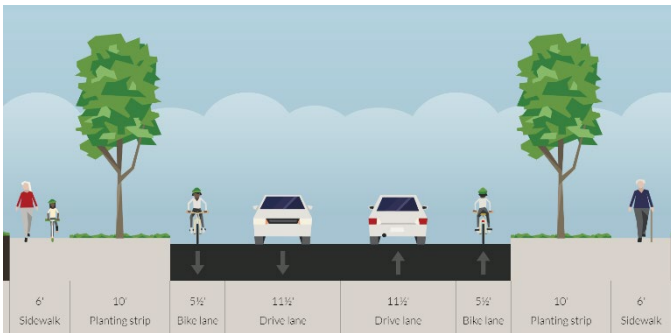
- As redevelopment occurs, streetscape improvements should be implemented and should include additional street trees along the corridor, landscape screening along industrial properties and the school bus yard, and landscape strips and decorative knee walls at key commercial intersection of Ann Arbor Trail and South Mill.
- Gateway/entryway sign should be installed at South Mill near City limits.
- Provide unified streetscape elements along the South Mill corridor.



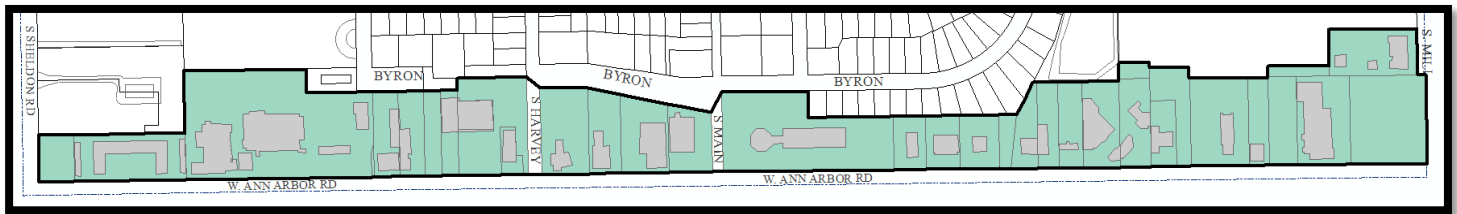


### Parking and Circulation

- Wayne County should improve South Mill by re-paving with two travel lanes, bike paths, curbs, and sidewalks.
- Storm sewers and curb inlets should be included in future road re-construction.
- Coordinate long term road improvements with Wayne County such as access management strategies, curb cuts, deceleration lanes and turning lanes.



## Ann Arbor Road Corridor Sub Area Plan

**Planning Framework and Land Use**

- The Ann Arbor Road Corridor is characterized by a variety of retail and service businesses that are best accessed by automobile.
- This district was developed in partnership with Plymouth Township and as such cannot be changed without consultation with and agreement from their Planning Commission.
- Land use policies for Ann Arbor Road primarily encourage professional offices, personal service establishments, restaurants and food service, and auto-oriented businesses.
- Land uses that promote pedestrian movement and accommodation are encouraged.

**Form, Site Design, and Streetscapes**

- The Ann Arbor Road Corridor has clearly defined design guidelines and streetscape requirements including specifications on signage, landscaping, fencing, building materials, and lighting.
- As more buildings are changing ownership and changing uses, sites are being improved which requires compliance with the district's streetscape standards. It is expected that this will continue in future years.
- Public spaces can be greatly improved in this area. Increased sidewalk widths, inviting street furniture, and fewer curb cuts could make this area more pedestrian friendly.

- Ann Arbor Road is a state road, and all improvements in the right-of-way are under the purview of MDOT. Wayne County maintains the two roads (Sheldon and S. Mill/Lilley) that create the east and west edges of this sub area.

**Parking and Circulation**

- The Ann Arbor Road Corridor is auto centric and relies on efficient parking and circulation around buildings and on sites.
- Traffic calming solutions should be explored for the corridor which may include curb bump outs, smaller curb cuts, parking lot islands, and pedestrian refuge islands.
- The graphic below provides various options for parking lot layouts. It is important that all parking within this sub area functions efficiently to limit potential harm to pedestrians and other motorists.
- Lower speeds should be encouraged along Ann Arbor Road



## **Plymouth Township's Ann Arbor Road Corridor Sub Area Plan**

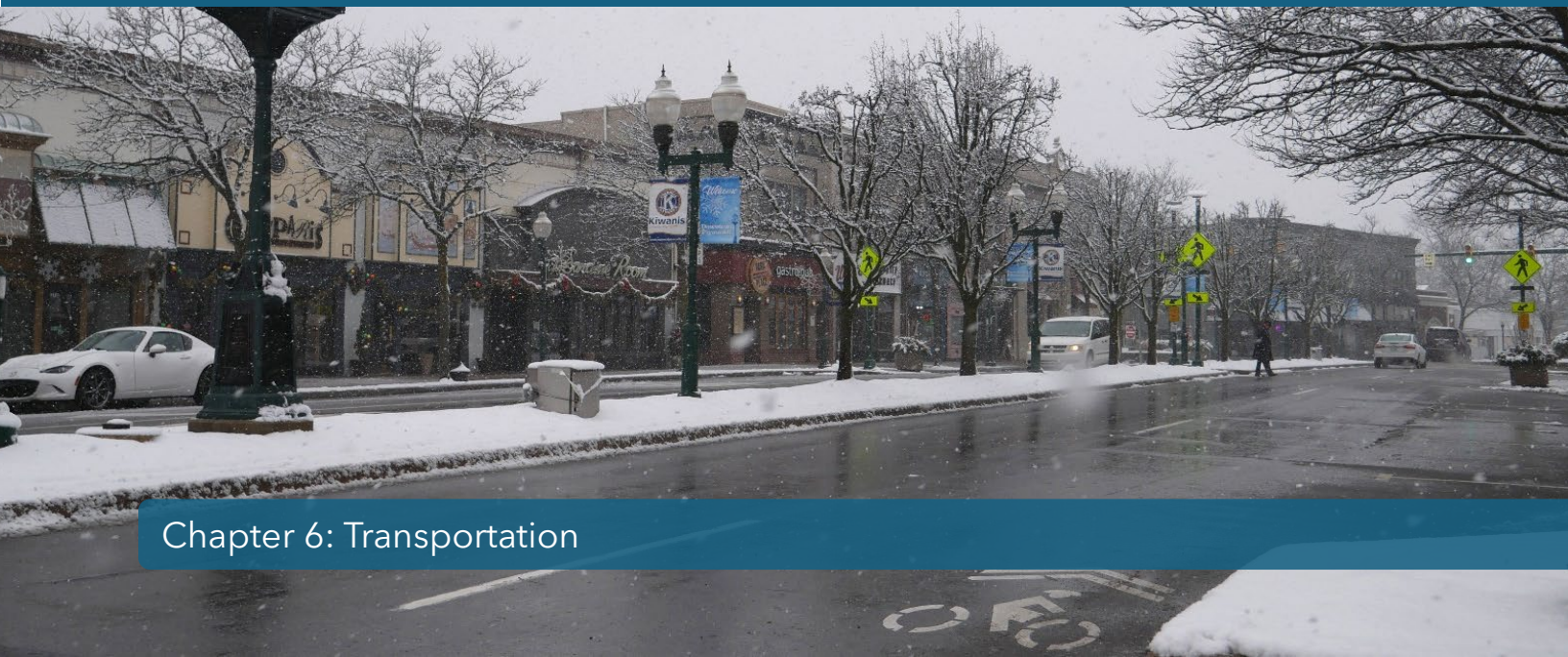
### **Background**

In 1998, Plymouth Township and the City of Plymouth formed a joint Ann Arbor Road Corridor (ARC) District, which contains specific criteria for landscape, signage, and the appearance of buildings. The purpose of the joint zoning district was to create a visual cohesiveness on both sides of Ann Arbor Road and to foster a sense of place. To that end, the Township Downtown Development Authority (DDA) has financed major streetscape projects along the Township portion of the Ann Arbor Road Corridor. It is the Township's perspective that continued investment in the Ann Arbor Road Corridor will help to prevent blight and ensure that this area remains a viable location for business.

### **Key Concepts**

- As the prime commercial thoroughfare in Plymouth Township, the Ann Arbor Road Corridor has been recognized as a key focal area of the community.
- The requirements of the ARC District for landscape, signage, and the appearance of buildings help to improve the visual continuity of the area and foster a sense of place.





## Chapter 6: Transportation

### Introduction

Transportation infrastructure is the backbone of a community, allowing residents and visitors to move from home, to work, to play easily and safely. These routes serve the driving public, as well as people who walk, use a wheelchair, or ride a bicycle to their destination. Well planned and maintained roads and sidewalks also feed the economic engine of a community's commercial district and create dynamic places where people want to gather and enjoy a high quality of life.

In 2010, the State of Michigan legislature signed into law the Complete Streets amendments. Public Act 135 defines complete streets as "...roadways planned, designed, and constructed to provide appropriate access to all legal users in a manner that promotes safe and efficient movement of people and goods whether by car, truck, transit, assistive device, foot, or bicycle."

In January 2025, the Governor signed legislation eliminating the ability for Wayne County communities to opt-out of county transit property tax. This may bring SMART buses into the city's transportation network.

Further study beyond the scope of this Master Plan may be required to plan for a future that includes public bus transit.

This chapter of the Master Plan looks at how the transportation system works in the City of Plymouth for all users. While this chapter does not identify specific improvements for particular routes, it is the basis upon which a more detailed plan could be developed in the future.

This chapter:

- Provides an overview of existing transportation routes in the city, and existing opportunities for regional bicycle or pedestrian connections with adjoining communities.
- Describes the city's current policies on road and sidewalk maintenance.
- Provides overall strategic goals for future improvements to Plymouth's transportation network for all users.
- Identifies priorities for future road and sidewalk improvements as roadway projects are implemented.

### What are Complete Streets?

Complete Streets provide facilities that allow all users, irrespective of their age or abilities, to use the street as a mode of transportation.

A Complete Street allows pedestrians, bicyclists, transit users and those with disabilities to use roads easily and safely in their community.

Communities with Complete Streets policies help to ensure that roadways accommodate all users, not just motorists.

### Existing Conditions

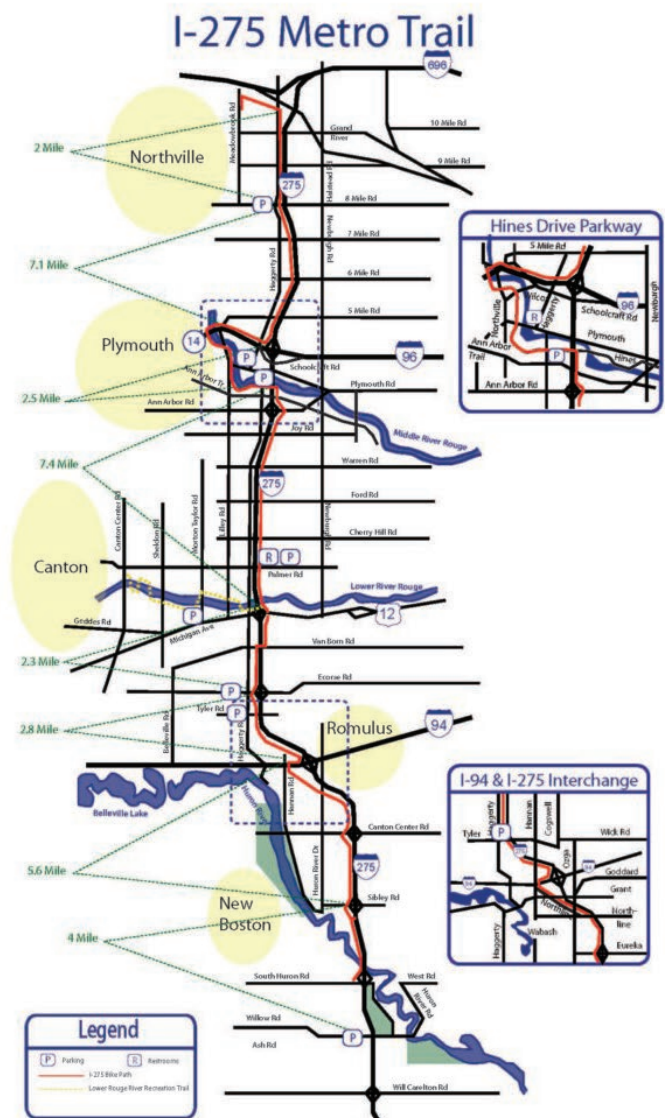
#### Regional Setting

Before making improvements to the city's transportation system, it is important to consider how the local system connects with adjacent transportation systems. This is true not only for Plymouth residents wanting to travel to other communities or nearby destinations, but also to allow visitors to enjoy all that Plymouth has to offer. Plymouth's downtown is a prime destination for many visitors given the broad array of annual events and a dynamic downtown environment. Helping visitors reach the city by various modes of transportation will only increase its popularity.

There are several ways cyclists can access downtown Plymouth via the street network. Primary points of access from the street network to downtown include Penniman, Ann Arbor Trail, and Main Street. Improvements should make the connection between Hines and downtown more pedestrian and bike friendly.

Plymouth is connected to the I-275 Metro Trail by the Hines Park Pathway system, shown on the map to the right. The Hines Park Pathway is a 17-mile shared-use pathway which begins in

Dearborn and ends in the City of Northville. The I-275 Metro Trail is a 42-mile stretch from Novi to Monroe. The I-275 trail network has been the focus of significant regional improvements outside of the city limits. Currently, Plymouth only has three entry points into Hines Park at Wilcox Rd., Park, and Riverside Dr. An unmaintained, unofficial path exists at Plymouth Road. Creating pedestrian and bike access to Hines at Plymouth Road should be a priority in the future. Although the city has no jurisdiction over these trail networks, collaborative cooperation should be shown towards any opportunities that arise for improvement of the area within Plymouth's city limits.





### *Plymouth's Road Network*

Plymouth is conveniently located near the regional highway system and can be accessed directly via Sheldon Road and Ann Arbor Road at interchanges located just outside the city limits. These main roads narrow down into local roads once within the city's boundaries, which form the grid around which Plymouth's neighborhoods and commercial districts are organized. Transportation improvements must be based on the current use, condition, and type of the existing roads in the network. The illustration titled "Existing Conditions" (Figure 11) classifies each road according to the Michigan Department of Transportation's (MDOT) hierarchical functional system. This road classification corresponds to roadway traffic volumes. Plymouth's road network includes five classes of roads as described below.

#### MDOT National Functional Classification

- Principal arterial roads run relatively long distance and service travel movements to important traffic generators, such as dense commercial areas or employment centers. Sheldon Road, Ann Arbor Road, and Hines Drive belong in this category.
- Minor arterial roads are similar in function to principal arterials, except they carry trips of shorter distance and to lesser traffic generators. Roads in this category include Northville, Wilcox, Mill, Plymouth, Main Street, N. Territorial, Penniman, and Ann Arbor Trail.
- Major collector roads funnel traffic from residential areas to arterial roads, with some providing direct access to residences. They include Starkweather, Penniman between Harvey and S. Union, and Ann Arbor Trail.
- Local roads are neighborhood streets that provide access to residences and include most other streets in Plymouth.
- Non-certified roads in Plymouth are residential courts, dead-ends, cul-de-sacs, or roads circulating traffic within a housing complex.

### **Transportation Survey Results**

Planning Commissioners and staff spoke with individuals at the Spring Artisan Market on Saturday, April 20, 2024. Two different surveys were presented to respondents depending on if they identified as a resident of the City of Plymouth or not a city resident.

City residents were asked what places they visit and the method of transportation they most often use. Residents reported that they *Walk* to their destination a majority of the time (53%), *Drive* 36% of the time, and *Bike* 10% of the time.

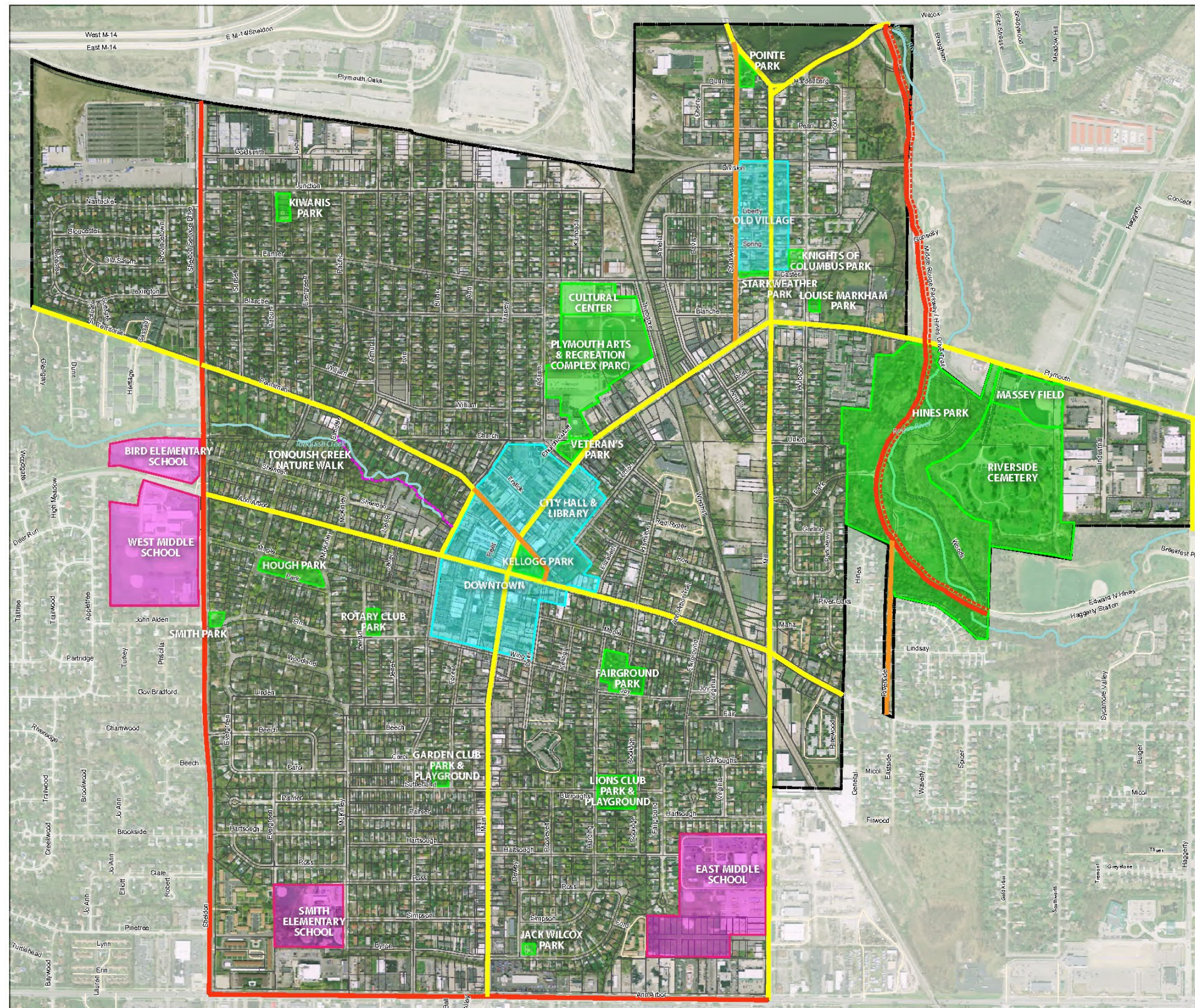
Non-residents were asked how often they visited the city and what brings them to town. The majority of respondents (56%) reported an average of 2.8 *Visits per Week*. Respondents reported the majority of their visits were to attend *Events* (80%), to eat and drink at *Restaurants/Dining* (83%), and to shop *Shopping/Retail* locations (73%). Non-residents reported they primarily find a parking spot available on the *Street/Roadway* (53%) and in *Public Parking Lots* (47%).

Both surveys asked *What sidewalks/bike pathways should be prioritized for improvements such as pedestrian signals, bike lanes, or surface repairs?* and *Are there any other transportation improvements you would like to see within the city?* The qualitative responses were utilized to update this chapter.



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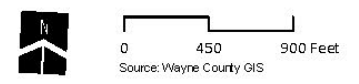


- PRINCIPAL ROUTES**
- Principal Arterial - Other
  - Minor Arterial
  - Major Collector
  - - - Walking Path
  - - - Walking / Biking Path

- DESTINATIONS**
- Neighborhoods / Districts
  - Parks
  - Schools

**FIGURE 11: EXISTING  
TRANSPORTATION  
CONDITIONS**

City of Plymouth, Michigan



Carlisle/Wortman Associates  
March 2025



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### *Plymouth's Sidewalk and Bicycle Facilities*

Almost all of Plymouth's streets have a sidewalk on one or both sides of the street. Only a few formal bicycle amenities, such as bike lanes or shared-use paths exist within the city. Recent street improvements included the addition of bike lanes between Ann Arbor Road and Ann Arbor Trail on South Main and shared lane markings on Harvey. Harvey has also been marked with shared lane markings between Penniman and W. Ann Arbor Trail. Many residents perceive the arterials such as Sheldon Road, Ann Arbor Road, and Mill/Lilley Street as unsafe and challenging because of the heavy volume and fast traffic flow. This concern was also voiced about using a bicycle through downtown Plymouth.



### *Plymouth's Destinations*

A crucial element of planning any transportation system is to identify the destinations that the system must serve within a community. The destinations are classified by land use, type of user, and the way the user reaches the destination. The "Existing Conditions" map (Figure 11) shows the various destinations within and adjacent to Plymouth, including shopping/entertainment districts, schools, community facilities, and parks.

### **Survey Responses on "Bicycles"**

The September 2023 Citizen Survey asked respondents about bike lanes and bike racks. One-third of respondents thought *More* bicycle lanes are needed in the city. Only 15 percent reported their belief that there are *Too Many*, with the balance expressing the opinion that there were *Enough* (21%) or were undecided (6%) on the question. These proportions shifted, however, when it came to opinions about the number of bicycle racks in the city. Nearly half of respondents (47%) reported *More* bike racks were needed, compared to the one-third who believed there are already *Enough*.

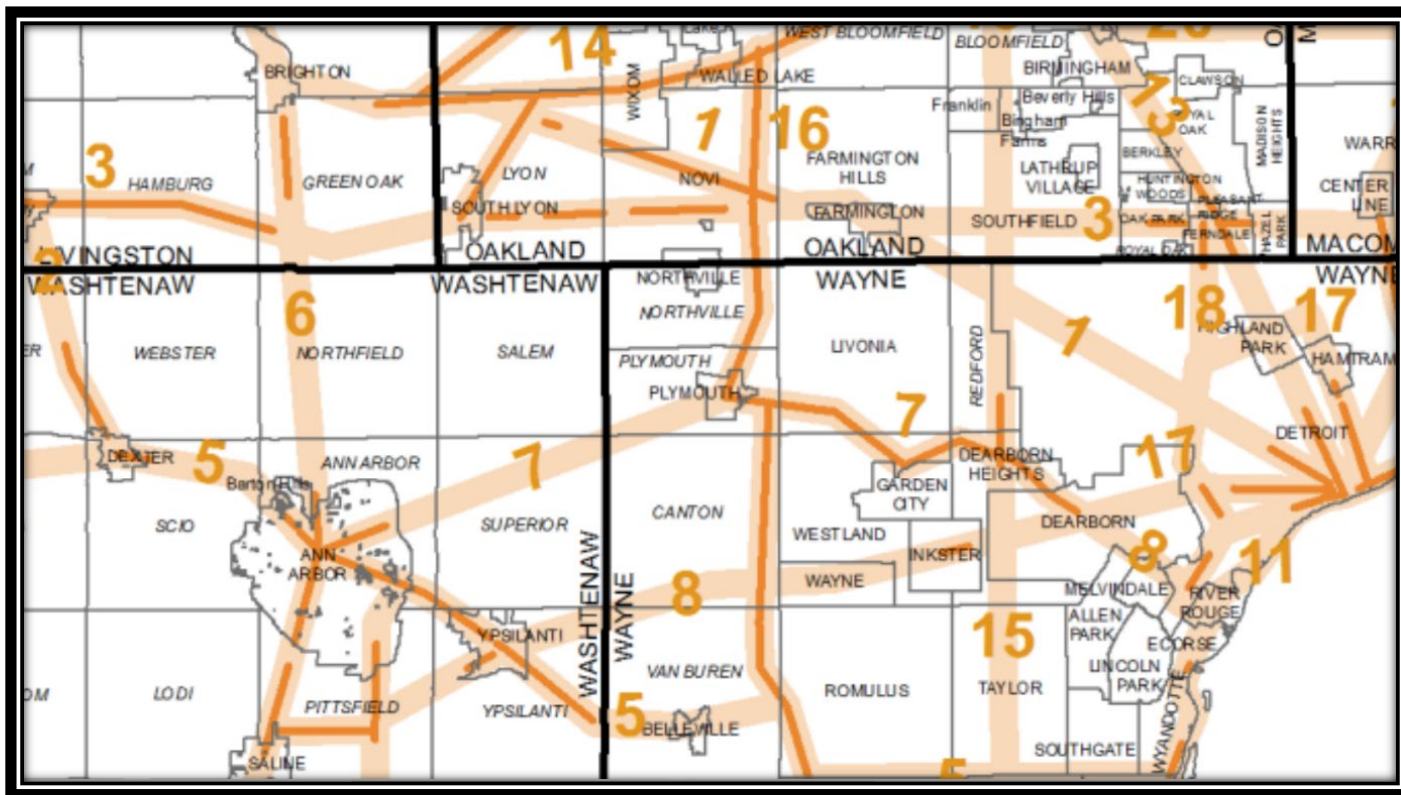
For those who said that *More* bike lanes or bike racks were needed, a follow-up open-ended question accepted up-to-two responses as to where the respondent would like to see them located. In the case of bike lanes, Ann Arbor Trail, Main, Penniman, and Harvey together were named by over half of all responses. As for more bike rack locations, *Downtown* captured nearly one-in-four responses and together with *Kellogg Park* (20%) and *Near Parks* (12%), the three locations account for more than half of thirteen site-specific responses.

### *Surrounding Communities*

The communities surrounding the City of Plymouth have planned improvements to their transportation networks, particularly for pedestrian and bicycle users (or "non-motorized" transportation facilities). Since transportation networks help people get around their own community, as well as help people move between communities and beyond, the following describes how the region and neighboring communities are planning for future non-motorized transportation facilities. Knowing these goals will allow Plymouth to collaborate with neighboring municipalities and efficiently coordinate mutually beneficial non-motorized projects with its neighbors.



## Southeast Michigan



On a regional scale, the Southeast Michigan Council of Governments (SEMCOG) has developed the Bicycle and Pedestrian Travel Plan for Southeast Michigan (2020) in conjunction with the Michigan Department of Transportation. SEMCOG is the regional planning organization for southeast Michigan. The purpose of the 2020 Plan is “to establish a common vision for bicycling and walking in the region, and provide guidance on how to increase the connectivity, use, and safety of the system for all residents.” The plan identifies existing and planned non-motorized facilities in the seven-county region and identifies opportunities for filling in the gaps.

SEMCOG’s Regional Bicycle and Pedestrian Corridors map is shown above. The dark orange lines represent existing infrastructure for both walking and biking and the light

orange lines represent planned regional bicycle and pedestrian corridors.

The Ann Arbor to Detroit Corridor (7) utilizes the Hines Park Bikeway and shared use paths and routes along the Plymouth Road corridor and sidewalks and protected bike lanes along Michigan Avenue in Detroit. This corridor links Southeast Michigan to Canada. In February 2024, the Gordie Howe Bridge connected to Canada’s 14,864-mile Trans Canada trail and became the first international bridge border crossing on “The Great Trail”.

The Walled Lake to Lake Erie Metropark Corridor (16) connects Walled Lake to Flat Rock through Plymouth and utilizes the M-5 Metro Trail, I-275 Metro Trail, and Downriver Linked Greenways.

The entire document is available on SEMCOG's website at <https://www.semcog.org/bicycle-and-pedestrian-mobility>.



### *Plymouth Township*

Plymouth Township surrounds the City of Plymouth. The Township has addressed transportation and complete streets in their recent Master Plan. While they don't have jurisdiction over their roadway system, they do strive to work with Wayne County, the Michigan Department of Transportation (MDOT), and SEMCOG to implement non-motorized facilities where possible. In 2020, the Township completed a comprehensive Sidewalk Inventory to provide a long range guide for the planning and prioritizing of sidewalk installations. They found 194,583 linear feet (36.85 miles) of sidewalk gaps.

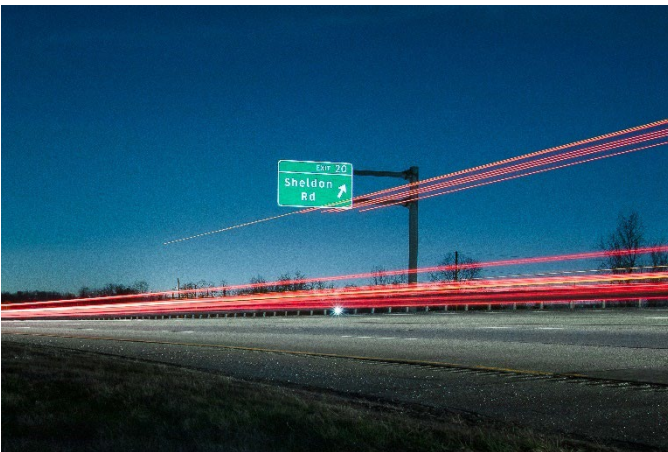


Photo Credit: Pete Mundt

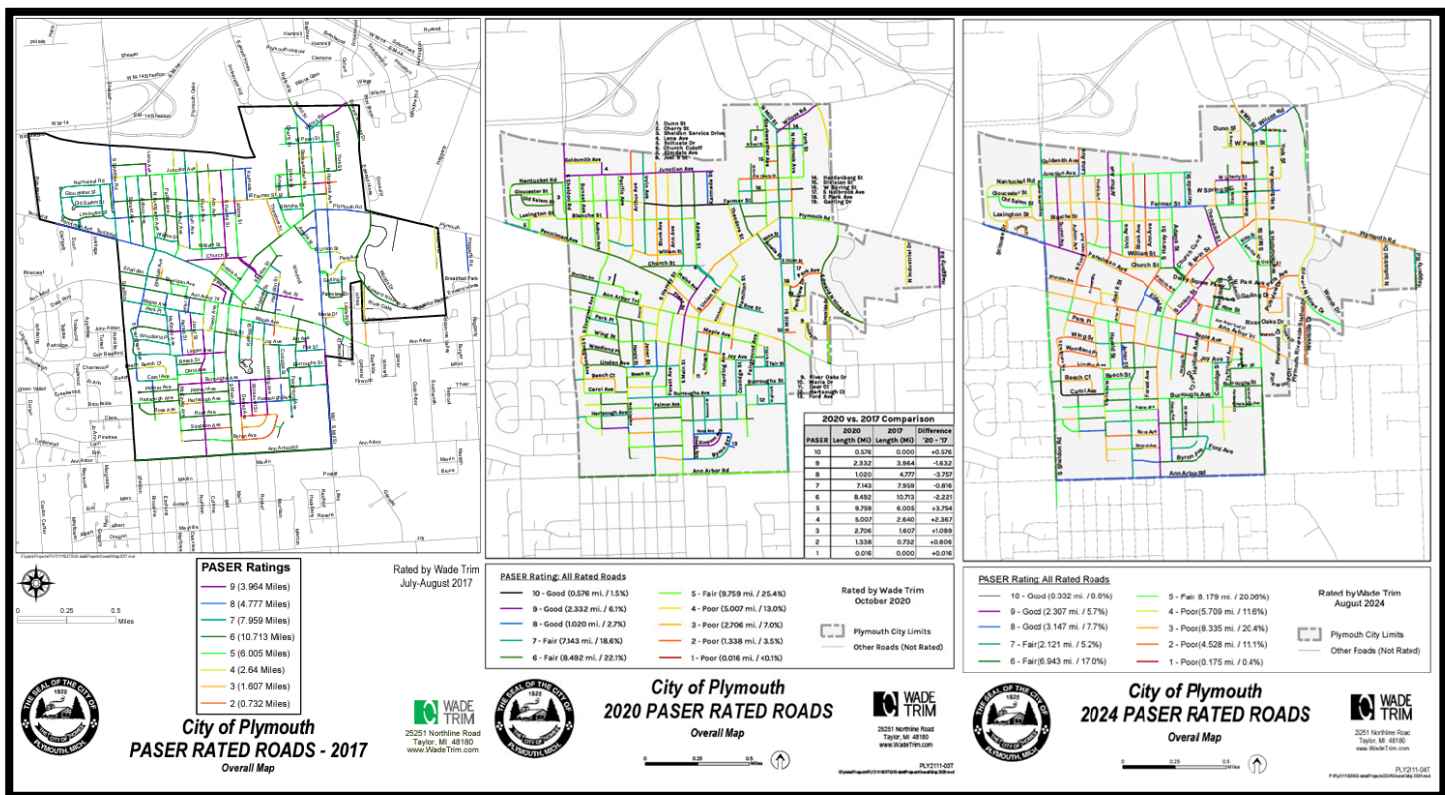
Goals the Township has included in its Master Plan for this effort are listed below:

- Coordinate with Wayne County and the MDOT to accommodate a non-motorized pathway system throughout the Township to support pedestrian and bicycle travel as part of roadway improvement projects.
- Promote linkages and better connections between downtown Plymouth, Hines Park, schools, and other community destinations; this includes the installation of crosswalks, and other traffic calming measures.
- Develop a plan with Wayne County and SEMCOG to connect into the regional non-motorized system, including Hines Parkway, and increase the roadway shoulder/install bike lanes in conjunction with the plan.
- Work with Wayne County and surrounding municipalities to develop preferred routes for truck traffic.
- Implement the sidewalk gap program, with a priority to extend continuous sidewalks along/at: Ann Arbor Trail, N. Territorial, Wilcox; Powell Road, from Ridge to Beck; Ann Arbor Road; McClumpha; and Canton Center, between Joy Road and Ann Arbor Road.

### *Northville Township*

Northville Township established a Pathways Advisory Committee in 2021 and took "field trips" to study the current system. After a Pathway Gap Analysis, six pathway projects were prioritized to pursue.

- North side of Six Mile Road, between Northville Road and the Ravines subdivision
- North side of Six Mile Road, east and west of Beck



- South side of Seven Mile Road between Edenderry Drive and Fish Hatchery Park
- East side of Silver Spring Drive, north of Seven Mile
- East side of Bradner Road, Meads Mill Middle School to Whisperwood subdivision
- North side of Arcadia Ridge, into Marv Gans Community Park

### City of Northville

The City of Northville's Non-Motorized Plan, adopted in 2014, articulates a system of pedestrian and bicycle facilities throughout the city. Like Plymouth, Northville has a well-established network of sidewalks. This plan proposes to address sidewalk gaps and add new bicycle routes for short-term and long-term implementation. For Plymouth residents, Northville's downtown is a destination that is accessible by bicycle or on sidewalks along Sheldon Road and Hines Park Pathway.

### Existing Policies

The City has adopted policies regarding street and sidewalk maintenance and repairs. It is important to note that a few streets in the City of Plymouth are County or State roads, including Mill Street, Sheldon Road, Northville Road, Wilcox Road, Plymouth Road, and Ann Arbor Road. The city has no jurisdiction over these roadways and rights-of-way.

Improvements that are identified for County or State roadways later in this document are dependent upon those organizations' approval and financial backing.

### Streets

In 2017, 2020, and 2024, the city completed comprehensive assessments of the condition of the city's road system to plan for future repairs/replacement. The road scoring system is called PASER, which is an acronym for PAVement Surface Evaluation and Rating. Roads are given a score of 0 to 10, with 10 being a newly paved road and 0 being a completely



deteriorated surface. The maps above show the ratings over the past three assessment periods.

Planning for the annual infrastructure program considers underground utilities improvements, PASER score, and use of the right-of-way. The program goals should include using the right-of-way appropriately and most efficiently. The needs of the roadway and prioritizing said needs should be considered when selecting streets for the program. This includes improving the pedestrian elements and what the current and desired pedestrian experience of the roadway is like. These matters are considered by the City Commission, Department of Municipal Services, the Street Administrator, and the City Engineer.

#### *Sidewalks*

The City's Sidewalk Replacement Program is implemented by the Department of Municipal Services. They inspect a different quadrant of the city each year and determine repairs based on the criteria reviewed and enacted by the City Commission.

**[INSERT PHOTO OF A SIDEWALK MARKED FOR REPAIR/ SIDEWALK THAT HAS BEEN REMOVED / SIDEWALK THAT HAS BEEN REPLACED]**

#### **Goals for Transportation Improvements**

Desired transportation improvements encompass the pedestrian environment, roads and rights-of-way, parking, and the effect of buildings on the public realm.

1. Create a comfortable and safe pedestrian environment by reducing the number of driveways and curb cuts, and by slowing vehicle traffic from driveways and within parking lots. Prioritize pedestrian accessibility and clear walking paths. Make pedestrian environments desirable spaces by adding the following elements and identifying the responsible parties and funding mechanisms for their long-term maintenance:
  - Widen sidewalks for outdoor dining, furniture, and activities. (Standard is 5 to 6 feet)
  - Street furniture (benches, planters, trash cans)
  - Street trees
  - Reduced traffic speed through street design
  - Pedestrian-scaled street lighting
  - Bicycle parking
  - Pedestrian-activated crossing lights
  - Bulb-outs and curb extensions at intersections
  - On-street parking that buffers pedestrians from vehicles



2. To the greatest extent possible parking should be located at the rear or side of a building. Reduce parking requirements and incentivize alternative or shared parking arrangements to reduce the area dedicated to parking and increase the area available for employment, housing, parks, public art, or other amenities. On-street parking is preferred to off-street, and whether it is appropriate to count existing on-street parking toward any parking minimums should be studied.

3. Create a continuous and inviting walkable street by requiring new development to consider the public realm when locating buildings on a site. In new commercial development



areas, placement of wider sidewalks that allow outdoor dining, sandwich board signage, and other street furniture is desired. The building facade should have large clear windows and have clear accessible pedestrian entryways from both the parking areas and sidewalk.

4. Study and improve motorized traffic patterns at the following intersections:
  - All railroad crossings
  - Ann Arbor Trail and Sheldon (Wayne County)
  - N. Main/Plymouth Rd. and Mill/Lilley (Wayne County)



Photo Credit: Pete Mundt

## Primary and Secondary Transportation Routes

Plymouth's vehicular system is well established. Therefore, improvements to the city's transportation network in this Plan focus on ensuring the city is also walkable and bikeable. The Primary and Secondary Transportation Routes map illustrates opportunities for future pedestrian and bicycle improvements throughout Plymouth. Figure 12 on the next page depicts the primary routes and connections for walkers and bikers in Plymouth that were identified through a paper survey of visitors to the Spring Artisan Market in Downtown Plymouth April 2024 and Strava Metro Heatmaps. While the city has very few sidewalk gaps, there are opportunities to improve certain walks, as well as to establish features that better accommodate bicycle travel. The map represents a long-term vision and is intended to serve as a guide for future funding, design, and implementation, either independently or as a consideration of future street improvement projects.

1. Primary Vehicular Routes, colored yellow, include Main Street, Starkweather Street, Harvey, Farmer, Penniman, and Ann Arbor Trail. These roadways have been identified as the main routes used by vehicles to reach

various destinations in town, or to connect with the larger roadway system surrounding the city. (Note that the existing conditions on Penniman (i.e., retaining walls and narrow travel lanes) make this street unfavorable as a future bicycle route.) The information is provided on this map to provide context, identifying the major roads where vehicular traffic has priority.

2. Primary Bicycle Routes, colored blue, are the routes selected for consideration for future bicycle amenities. These routes would allow bicycle access to most of the City's destinations, as well as connection(s) to the Hines Park Trail, and regional bicycle network.
3. Primary Pedestrian Routes, colored red, were selected to coordinate with new bicycle amenities and provide safe pedestrian travel along Main Street and around downtown Plymouth.
4. Secondary Pedestrian Routes, colored dashed red, show routes that should be considered for improvement once the primary routes have been improved, or if the primary routes are ruled out after further study by transportation professionals. Additionally, specific improvements are identified on the map under "Notes".

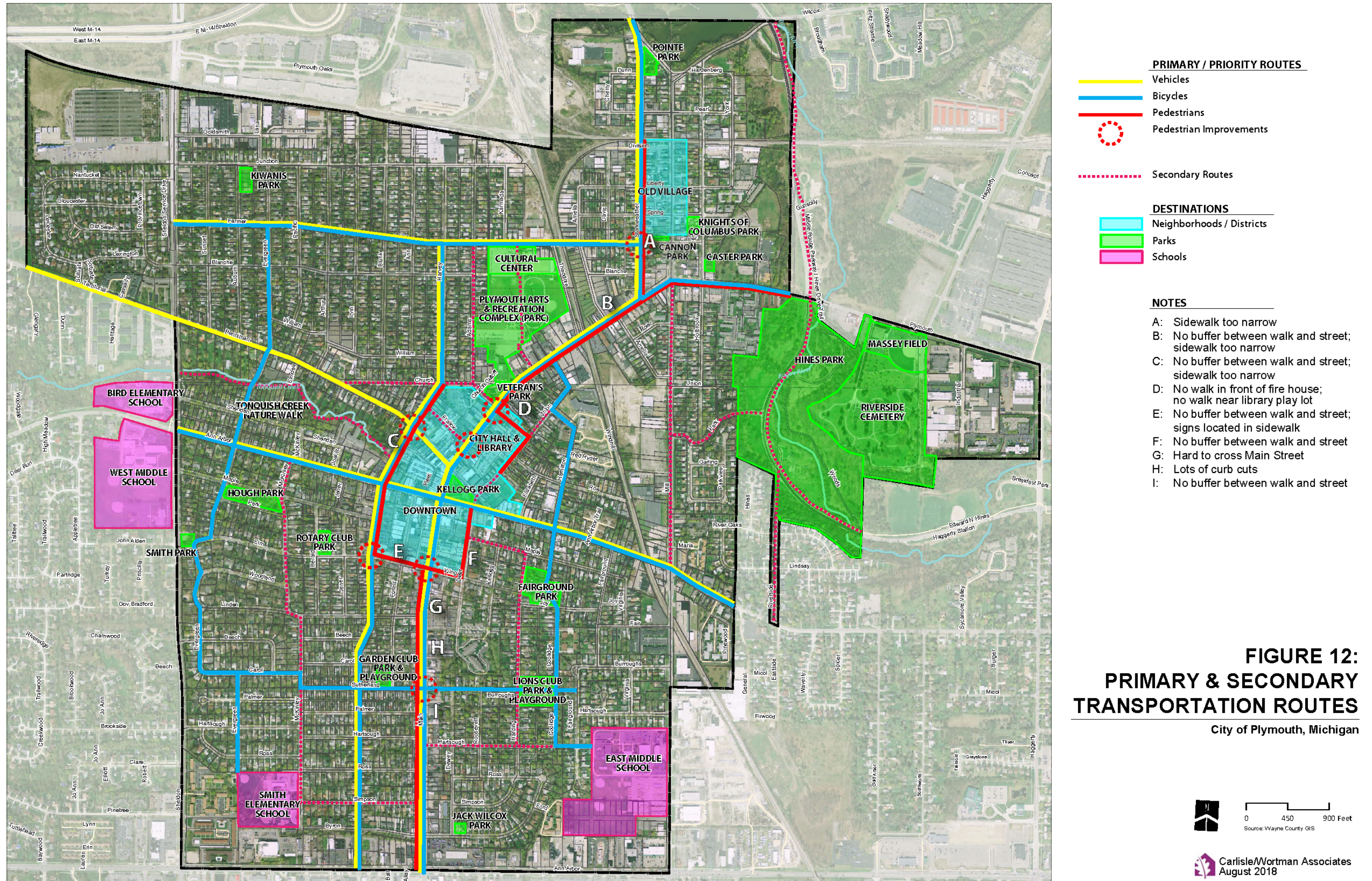
#### **What is the Strava Metro Heatmap?**

Launched in 2014, Strava Metro data constitutes a representative sample that enables powerful analyses of the overall population. The Strava Metro Heatmap shows Strava activities overlaid on a map of the city, with brightness as a factor of density of GPS points. The heatmap can be used to understand which parts of the network are being used most and least often. Although the data is confidential, these maps may assist transportation professionals when developing transportation related improvements.



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## Opportunities for Non-Motorized Improvements

These goals are provided to guide decision-making when resources are available. For example, if improvements are noted on the Primary and Secondary Transportation Routes map within the boundary of a major road project, or if a goal could be accomplished as a component of a major road project, the City Commission could consider adding one or more non-motorized transportation features to the project if funds allow. These goals, listed in no order of importance, are also provided to identify potential grant-funded projects.

1. Create a comprehensive non-motorized plan incorporating public input and technical expertise.
2. Provide a clear bicycle connection between Ann Arbor Road and Hines Drive through downtown Plymouth.
3. Create a bicycle network that connects the residential neighborhoods with schools, parks, and downtown Plymouth, including the Plymouth Library and the Plymouth Cultural Center. This system should create a loop through the neighborhoods.
4. Improve sidewalks to eliminate any existing obstructions, connect sidewalk gaps, add landscape buffers/street trees between walks and abutting streets, and widen walks to provide safer, more comfortable pedestrian travel ways. Specific improvements are identified with capital letters on Figure 12 and are described under the "Notes" heading on the map legend.
5. Study and improve pedestrian crossings at the following intersections (Note: The Wayne County improvements listed here will require agreement by and coordination with Wayne County):
  - Starkweather and Farmer
  - Main St. and Church
  - Main St. and Fralick
  - Main St. and Wing
  - Harvey and Wing
  - Mill St. and Farmer/Caster (Wayne County)
  - Mill and Liberty (Wayne County)
  - Starkweather and Northville Rd. (Wayne County)
  - Hines Drive and Park St. (Wayne County)
  - Hines Drive and Wilcox Rd. (Wayne County)
6. Explore funding options for future expansion of the pedestrian path along Tonquish Creek between Evergreen and Sheldon Road.
7. Improve pedestrian and bicycle connections into Hines Park and construct a new connection route at/near Plymouth Road in the city or in Plymouth Township.

## Non-Motorized Best Practices

Six non-motorized best practices have been identified as desirable within the city of Plymouth. It is recommended that these best practices are implemented in appropriate areas throughout the city as determined by transportation professionals and citizen input.

### 1. Sidewalks

Sidewalks are for pedestrians and are located within road rights-of way. They consist of concrete pavement and are separated from the roadway by a landscape strip or buffer area. Ideally, a buffer of 5 to 6 feet is preferred, which is a width that can accommodate healthy growth of street trees. In Plymouth, older existing sidewalks are between 3.3 and 5.5 feet wide. Any new sidewalk construction must comply with

current ADA standards which require a 5-foot minimum width as well as ramps at roadway intersections. City sidewalks could be widened depending on the number of pedestrians who are expected to use the sidewalk at a given time. Generally, recommended widths for sidewalks are five feet on local residential streets and 8 to 12 feet in downtown-type areas. When full street reconstruction is planned as part of the annual infrastructure program the boulevard area should be increased when it is safe and efficient to do so.

2. **Pedestrian Refuge Islands and Bulb Outs**  
Refuge islands improve the safety of pedestrians and bicyclists crossing streets. These islands are generally raised or curbed longitudinal spaces placed mid-block, between street intersections. Refuge islands separate opposing lanes of traffic, reduce pedestrian crossing distances, act as a traffic calming feature, and increase the visibility of the crosswalk to motorists. Bulb outs offer the same pedestrian protection measure by extending the sidewalk into the roadway. They improve safety by reducing crossing distance, improving visibility of pedestrians, and reducing the street width.



Example of an existing Pedestrian Refuge Island on Ann Arbor Trail

3. **On-Street Shared Lane Markings**  
Bicyclists sharing roadways with cars are appropriate for most roads having low daily volumes or speeds. Most local residential streets in Plymouth are currently suitable for shared roadway bicycling with no additional improvements necessary. Shared roadways are also appropriate on streets having higher traffic volumes and moderate speeds with provision of an increased shared lane width and/ or shared lane markings. Shared roadways and streets with shared lane markings are desirable in locations where the road right-of-way is limited or where it is not feasible to create a dedicated bike lane.

A “sharrow” is used to mark the shared lane. Sharrows are chevrons pointing in the direction of vehicle traffic to indicate where a bicyclist would ride. They provide a visual cue that bicycles are expected on the roadway and indicate the zone bicyclists should ride on. They are typically used on roadways where there is not enough space for bicycle lanes, or which connect gaps between other bicycle facilities. Introduced in 2004, sharrows have been adopted by many cities across the U.S. and have been incorporated in the new editions of the federal Manual of Uniform Traffic Control Devices (MUTCD) and the American Association of State Highway and Transportation Officials (AASHTO) guidelines.

4. **On-Street Bicycle Lanes**  
Bicycle lanes include designated lanes on roadways that incorporate striping, signing, and pavement markings for the preferential or exclusive use of bicyclists. They are one-way and a minimum of five feet wide. A minimum of three feet rideable surface

should be provided where the joint between the gutter pan and pavement surface is smooth. If the joint is not smooth, four feet of rideable surface should be provided.

According to the Federal Highway Administration (2015), bicycle lanes are appropriate on roadways having daily volumes that exceed 4,000 or car speeds that exceed thirty mph.

Where parking is permitted, bicycle lanes should always be placed between the parking lane and the motorized vehicle lane. The recommended lane width for this location is five to six feet. An important consideration in the design of bicycle lanes is the location of bicycle lanes at intersections. Guidance for pavement markings and signs at intersections is contained in the Michigan Manual on Uniform Traffic Control Devices (MMUTCD).

To accommodate bike lanes, Plymouth could pursue a “road diet,” which reduces the number of vehicle lanes and/or vehicle lane widths to accommodate space for bike lanes.

## 5. Paved On-Road Shoulders

A paved shoulder is the part of the roadway that is adjacent and contiguous to a regular vehicle travel lane without curb and gutter. Paved shoulders intended for bicyclists’ use are at least four feet wide. When motorist speeds exceed 35 mph, additional width is recommended. A 2-foot buffer adjacent to a bike lane or paved shoulder will provide greater distance between cars and bicyclists thereby increasing safety.

Plymouth has only a few roadways that are not constructed using curb and gutter, and they are under the jurisdiction of Wayne County. While the city does not control these roads, it could, if it deems appropriate, communicate its desire for paved shoulders on these roads to the County as part of a future road project.

## 6. Other Bicycle Features

Providing amenities such as bike stations/rest areas along non-motorized routes can make the system more inviting to users. Basic amenities may include a bicycle rack, shade structure, benches, trash receptacle, and a water fountain. Additional amenities can include a dedicated bicycle rest area or bicycle repair station including an air pump, kiosk displaying a map of the area, sheltered bicycle rack, restrooms, shower and changing facilities, or bicycle lockers. A bike repair station currently exists on the north side of Plymouth’s public library.





The Implementation chapter of the Master Plan translates the goals outlined in Chapter 3 into actionable steps. Without clear implementation strategies, the Master Plan's vision cannot be realized. To ensure success, the city has developed a thorough process for establishing annual implementation actions across various Departments, Boards, and Commissions. This process, along with the key strategic documents it incorporates, is detailed below.

### City Strategic Plan

In 2017, the city held its first Strategic Goal Setting Session, a facilitated meeting involving the City Commission, Department Heads, and key employees from various departments. During this session, participants discussed and identified mutual expectations for the City Manager, Mayor, Commission Members, and Department Heads. The session then focused on developing a shared vision for the city's future, outlining major strategic goals and specific one-year tasks.

After the session, the City Manager and Department Heads reviewed the draft of the one-year tasks to assess their feasibility, and a final draft was proposed for possible revisions

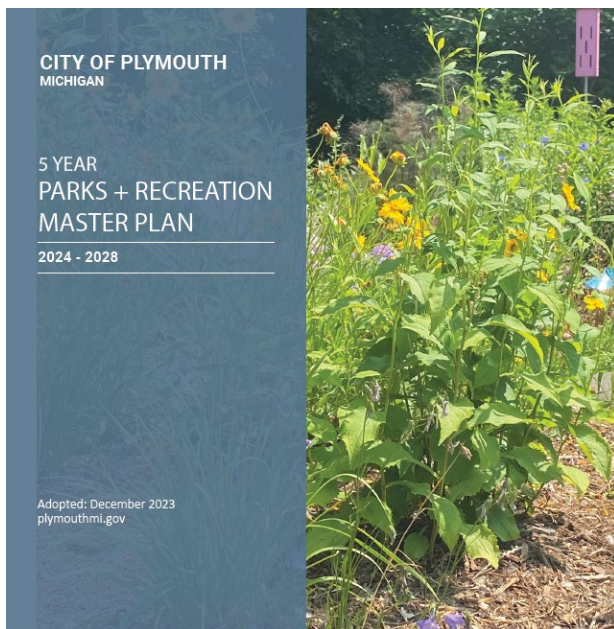
and adoption by the City Commission. This process established an annual goal setting framework, which has been conducted each year since. These sessions consider the information provided in the other processes described below.

### DDA Five-Year Strategic Action Plan

In 2018, The DDA approved their 5 Year Action Plan that established the strategic visioning document for the downtown district with goals and related tasks. The DDA approved the **2024 DDA Five-Year Strategic Action Plan** in August 2024. This plan is included as part of the Downtown Sub Area Plan on [page 15](#). Status updates and completed tasks are reported to the board at every regular DDA meeting.



Photo Credit: Pete Mundt



### Recreation Master Plan

In December 2023, the City Commission adopted the **5 Year Parks + Recreation Master Plan 2024-2028**. This document includes an Action Program which outlines the direction that the city would like to take over the next five years to maintain and improve recreation opportunities within the community. The Action Program includes goals and guidelines as well as a table of capital improvement priorities.

### Zoning Audit Implementation Report

The Planning Commission conducted a zoning audit which was completed in late 2023. The objective of the audit was to identify:

- Ordinance language that is inconsistent with other laws
- Outdated ordinance language
- Inconsistencies with the Master Plan and Future Land Use Map

This effort resulted in a **Zoning Audit Report** and a **Zoning Audit Implementation Report**. This report established the goals for the next 5 years for the Planning Commission. Briefly the Zoning Audit Implementation Report is as follows:

<b>Year 1</b>	Complete Master Plan Update
<b>Year 2</b>	Complete the twenty-six items identified by the Audit that could be undertaken in a quick update to the Zoning Ordinance.
<b>Years 3-4</b>	Complete the remaining, more complex changes identified such as reorganization or consolidation of articles and the addition of form-based districts.
<b>Year 5</b>	Evaluate zoning changes and implement any needed changes to correct any mistakes or inconsistencies with the new Zoning Ordinance.

### Capital Improvement Plan

The Capital Improvement Plan is the document within the City Budget that prioritizes high-cost public improvements such as streets, sewers, buildings, and parks. The schedule is based on the priorities for various needs and desires of the community, coordinated with the City's ability to pay for them. The capital improvement program is a part of a dynamic planning process, which may change based on circumstances and availability of funding sources.

Capital improvement projects generally refer to the construction, expansion, or renovation of physical facilities that are relatively large, expensive, and permanent in nature. These projects can have a significant effect on the extent and direction of development depending on the type of capital improvement.

Statutory provisions require Planning Commission involvement in the development of the Capital Improvement Plan, but the Planning Commission has officially deferred



responsibility of preparing the Capital Improvement Plan to the City Commission. A detailed list of specific capital improvements is included in the City of Plymouth Annual Budget.

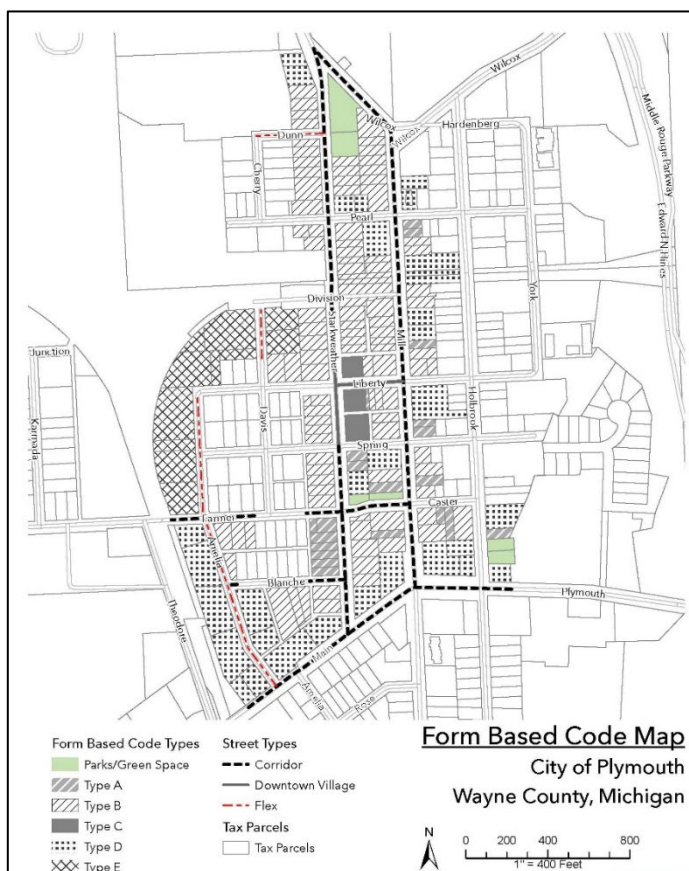
### Form Based Codes

Conventional zoning focuses first on regulating use, specifically on what is allowed and not allowed. The City of Plymouth has a use based, or Euclidean, Zoning Ordinance. While use based zoning has protected neighborhoods from incompatible uses, it has not delivered the walkable design and mixture of uses that exist in the City's best places, such as Downtown and the Old Village.

A form based code regulates not only use, but the type of building as well. In existence for over a decade, form based zoning treats parcels differently based on size and street type within the same zoning district. Areas that are appropriate for a form based zoning district are the Downtown, the Old Village and Mixed Use Future Land Use categories.

In 2023, the Planning Commission guided the development of a "test" form-based zoning district for the Old Village area. The Form Based Code Map on this page lays out a regulating scenario where an Old Village Form Based Code would require downtown type buildings with zero setbacks on Liberty and Starkweather, limit the uses and building types on streets like Mill and Plymouth based on size and location, and allow a wide range of buildings and uses on Amelia.

In order to implement the "test" zoning district, the height, setback, and bulk regulations for each type of building needs to be calibrated to match the best design in the Old Village for



those buildings and/or the design the City would like to see in the future. To develop other form based zoning districts, a building type survey should be conducted. The suggested building forms are shown to the right. Finally, as with any major zoning change, the businesses and residents should be educated as to what a form based code is, informed of proposed changes, and consulted as to whether those changes are appropriate.

### Funding Mechanisms

There are a variety of funding mechanisms that exist to accomplish expensive, larger scale projects outlined in this Plan. However, the City Commission and City Administration will have to determine the funding mechanism that best accomplishes the stated objective. The city currently uses a variety of funding mechanisms. These include Tax Increment Financing in the Downtown Development Authority area and

Brownfield Redevelopment Act Financing. Other financing options are available but should be deemed appropriate based on the project. Funding mechanisms that may be considered are Transportation Alternatives Program (TAP), Special Assessment, and Corridor Improvement Authority (CIA). Still other funding options are state and federal grant programs like those offered by the Michigan Economic Development Corporation, Department of Housing and Urban Development, and Michigan State Housing Development Authority.

tackled within one year of the Master Plan's adoption. Short-term items should be accomplished within three to four years of the adoption of the Plan. Mid-range actions should be accomplished within 5 to 7 years of the Plan's adoption, while long term actions should be tackled within 10 years

### Implementation Matrix

Implementation is the primary way to carry out the desired goals and priorities set forth in the Master Plan. The following implementation matrix matches the various regulatory, capital improvement related, and partnerships/programmatic/promotional goals with the City Commission's Strategic Plan goals and assigns a timeline, responsibility, and a possible funding source. Continuing items should be regularly reviewed on an ongoing basis. Immediate priority items should be



Photo Credit: Pete Mundt

<b>Implementation</b>			
<b>Tasks</b>		<b>Timeline</b>	<b>Responsible Party</b>
<b>Ordinance and Policy Updates</b>			
	Execute the 2023 Zoning Audit Work Plan.	Short	CDD, PC, CC
	Readopt the Zoning Map.	Long	CDD, CC
	Review and update the zoning ordinance to ensure regulations are consistent with the desired development outcomes in each zoning district.	Ongoing	CDD, PC, CC
	Create a form based code for Old Village that includes design elements and uses that are consistent with the area plans for that district.	Mid	CDD, PC, CC
	Ensure clear definitions and requirements are included in necessary sections of the ordinance.	Short	CDD, PC, CC
	Adopt ordinance requirements that prioritize pedestrian activity within and around development.	Mid	CDD, PC, CC
<b>Economic Development</b>			
	Focus on retention and growth of existing businesses.	Ongoing	ED, CDD
	Take an active role in marketing the city.	Short	ED, CDD
	Support and coordinate efforts with regional economic development strategy.	Long	ED, CDD, WC
	Promote a welcoming environment for commercial business and industry.	Mid	ED, CDD, PC
	Develop an economic development strategy that connects the Master Plan and capital improvements.	Short	ED, CDD
<b>Infrastructure</b>			
	Continue to invest in public infrastructure, including streetscape design and public spaces as well as water and sewer systems.	Ongoing	DMS, DDA
	Maintain the tree inventory which quantifies the number and monitors the health of trees in public spaces.	Ongoing	DMS
	Ensure new trees planted contribute to a diverse tree canopy and will thrive in our climate.	Short	DMS
	Create a comprehensive non-motorized plan incorporating public input and technical expertise	Long	CDD, DMS
<b>Housing</b>			
	Allow accessory dwelling units in strategic locations.	Short	CDD, PC, CC
	Eliminate or reduce minimum dwelling unit size requirement.	Mid	CDD, PC, CC
	Keep houses and lots appropriately sized for each neighborhood and increase residential densities in areas where the underlying plat supports it.	Short	CDD, PC, CC
	Monitor appropriate home sizing and massing and amend ordinances if necessary.	Ongoing	CDD, PC, CC
	Determine the existing and desirable multi-family building types and amend ordinances to allow them.	Short	CDD, PC, CC
	Conduct a housing market study and amend the Zoning Ordinance based on findings.	Long	CDD, PC, CC
<b>Redevelopment Ready Communities</b>			
	Become a certified Redevelopment Ready Community.	Short	CDD, PC, CC
	Encourage the redevelopment of transitional districts or underdeveloped sites.	Mid	ED, CDD
	Maintain an opportunities site map that provides development potential information for available sites.	Long	ED, CDD

Implementation		
Tasks	Timeline	Responsible Party
<b>Transportation and Parking</b>		
Continue to invest in pedestrian facilities through the development of a strategic nonmotorized plan. This should include an inventory of pedestrian facilities and a plan for maintenance, enhancement, and extension.	Long	DMS, CDD, CC
Study and improve pedestrian crossings at downtown intersections.	Short	DMS, DDA
Make public sidewalks more inviting by adding sidewalks where gaps exist, eliminating existing sidewalk obstructions, and increasing the width of landscape buffers and street trees in the right-of-way.	Long	DMS, CC
Provide a clear bicycle connection between Ann Arbor Road and Hines Drive through downtown.	Long	DMS, CC
Create a bicycle network that connects neighborhoods with schools, parks, and downtown.	Long	DMS, CC
Strategically place bike racks in downtown and Old Village and monitor their usage.	Mid	DMS, DDA
Build additional midblock crossings. Add RRFB to existing mid-block crossings along busy roads	Long	DMS
Allocate funding to incorporate complete street best practices into street repaving and replacement projects.	Long	DMS, Finance
Review and reduce the required number of parking spaces per dwelling unit or link the parking requirements to the number of bedrooms.	Short	CDD, PC, CC
Adopt commercial parking standards that are based on building square footage, not land uses. Consider payment in lieu of parking in areas outside of Downtown.	Short	CDD, PC, CC
Adopt standards that encourage shared parking access and locates parking behind buildings.	Short	CDD, PC, CC
<b>Connected Community</b>		
Continue to provide information to citizens and the business community using the City's website and listserv.	Ongoing	ED, CDD, CM
Ensure consistency in branding and messaging in the City's online presence, in printed material, city decorations or signs, and any City correspondence	Short	CDD, CM
Create a unifying streetscape that connects South Main to downtown and extends along North Main.	Long	ED, CDD, DMS, CC
Support and coordinate efforts with other city plans.	Ongoing	CDD, Recreation
<b>Training</b>		
Provide city staff and elected and appointed officials opportunities to participate in various trainings.	Short	CDD, DDA

### Plan Updates

The Plan should not become a static document. The Planning Commission should evaluate and update portions of the Plan on a periodic basis. The Planning Commission should set goals to

review various sections of this Plan on an annual basis. The Master Plan should also be coordinated with all the city's plans to provide proper, long-range planning for activities and improvements.





### **City of Plymouth Snapshot Population**

The 2020 U.S. Census reported the City of Plymouth's population totals 9,370. SEMCOG estimates indicate that by the year 2040 Plymouth's population will increase by approximately 200 people. Given the current demand for new housing units, specifically higher density developments, this projection seems low.

The 2020 Census indicates that 44% of Plymouth's population is between the ages of 35 and 64, which is the largest demographic percentage in the community as of 2020. SEMCOG forecasts that by 2035 the 35-64-year-old age group will decrease in size to approximately 40 percent of the City's population, while the 65 and older age group will increase to nearly 23 percent of the total population. The median age in the City of Plymouth as reported in the 2020 U.S. Census is 44.3 years.

### **Housing**

According to the 2020 U.S. Census data, there are 4,700 housing units within the City of Plymouth. Of the total housing units, 60 percent are detached single family residential homes

(ACS 2022). The remaining 40 percent of housing units are attached single family and two apartments or more. The 2020 Census reports that 67 percent of the housing units within the City of Plymouth were reported as owner-occupied.

The 2022 American Community Survey estimates that 69 percent of households include only one or two people. Approximately 19 percent of housing units have one bedroom, 56 percent have two or three bedrooms, and 24 percent have four or more bedrooms. It is important to consider if and how current housing units meet the population's needs when planning for the current and future housing needs of the community.

Significant single-family residential construction has been taking place in the city since the early 2000s. This includes tear downs and rebuilds, additions onto existing homes, and remodeling projects. The City of Plymouth is a destination and has been a driving force in the development and re-development of many single-family homes and properties within walking distance of downtown, neighborhood parks, and schools. Additionally, there has been significant growth in multi-family structures in the city in the form of high-end condominiums

and apartments. It appears that the growth of multi-family developments may continue for the next several years.

The Plymouth Housing Commission is the local Public Housing Agency. It operates the Housing Choice Voucher (Section 8) program, which assists people with rental subsidies. The catchment area for this program is approximately a ten mile radius with thirty units located in the city proper. This program currently has a waiting list of 2,000 people. The demand for housing, especially units for senior citizens and for individuals with disabilities, is clearly a demand and the city may wish to consider how to meet this demand using zoning, planning, and social service programs.

### Senior Housing and Services

The Tonquish Creek Manor complex has 104 apartments and offers residents a cafeteria, work and recreation spaces, a garden and small park, and houses the local Meals on Wheels program. Rents are based on income and residents must be at least 62 years old.

The City of Plymouth, in partnership with Plymouth Township, offers the Senior Transportation program which provides transportation for the City's senior population to and from doctor appointments, physical therapy, grocery shopping, and recreational opportunities.

Plymouth Township operates the Plymouth Community Council on Aging (PCCA) which is a non-profit corporation that was organized to coordinate programs and services which address the needs of senior citizens in the greater Plymouth Community, County of Wayne, and State of Michigan. The PCCA works with many local agencies to ensure that seniors

receive assistance, health and wellness information, and enjoyable social events.

It is likely that the need for senior services is going to increase in future years. Consideration should be given to aging in place, retrofitting existing housing units, and creating lifelong livable communities especially thoughtful of those with limited mobility and those without personal vehicles.

### Downtown

Downtown Plymouth is a regional destination for recreation, shopping, services, and dining. In addition, the housing growth in surrounding communities has increased the demand for leisure and entertainment activities associated with the city's commercial center.



The Downtown Development Authority was established in 1983 to facilitate business growth and development in the Downtown District. Projects include construction of the central parking deck, physical improvements to the streetscape, and a new landmark fountain in Kellogg Park in 2021 as well as marketing strategies and event planning. The Downtown Development Authority is working to expand the current public parking supply as well as making further improvements to Kellogg Park.





### Library

The Plymouth District Library collection contains over 200,000 items including books, movies, music, video games, science kits, Wi-Fi hotspots, and more. The library serves both the City of Plymouth and Plymouth Township, a population just over 37,000 as estimated by SEMCOG (2023) and a library card is available to anyone who lives, works, or goes to school in Plymouth. PDL participates in statewide lending through the Michigan eLibrary (MeL) which allows cardholders access to the statewide catalog and eResources. The library serves as a significant community hub and maintains strong partnerships with local and regional community groups, governments, schools, businesses, and cultural organizations.

Plymouth's rich history has included the library for over 100 years. Strong community support has resulted in a dedicated perpetual millage, a robust Friends organization, and more than 100 volunteers. Pre-pandemic, over 1,000 visitors a day used the library to participate in programs, use meeting and study rooms, borrow materials, use technology, and connect with others.

### Police

An effective, efficient police force is one of the most important services the city provides.

Plymouth has had an extremely low rate of overall crime, (a measure comparing crime statistics of every community in Michigan) for as long as records have been kept. With its central location, almost every call taken by the Plymouth Police can be responded to in less than three minutes.

There are sixteen full-time officers, including the Chief, working for the Police Department, located within the City Hall building on Main Street. The number of officers is consistent with national standards that suggest there should be at least one to 1.5 officers for every one thousand citizens. The department has a detective bureau with two detectives, a crime prevention officer, as well as a weighmaster.



### Fire Services

The City of Plymouth fire and emergency medical services are delivered via an intergovernmental agreement with the City of Northville. The City of Northville provides the City of Plymouth with approximately 60 part-time, paid-on-call firefighters and EMS responders. The City of Northville operates two fire stations in the City of Plymouth. A fire station is located at Plymouth City Hall and an additional fire station is located at the corner of Spring St. and N. Holbrook in Old Village. Despite being paid-on-call, emergency response times are within national averages and standards. Automatic Mutual Aid

arrangements are in place with neighboring communities, which allow resources to be shared on a pre-arranged basis in response to structure fires, mass casualty incidents, or large scale evacuation efforts. Additionally, the City of Plymouth is in partnership with the not-for-profit Huron Valley Ambulance to provide Advanced Life Support Medical Response as well as hospital transport services for residents of the city.



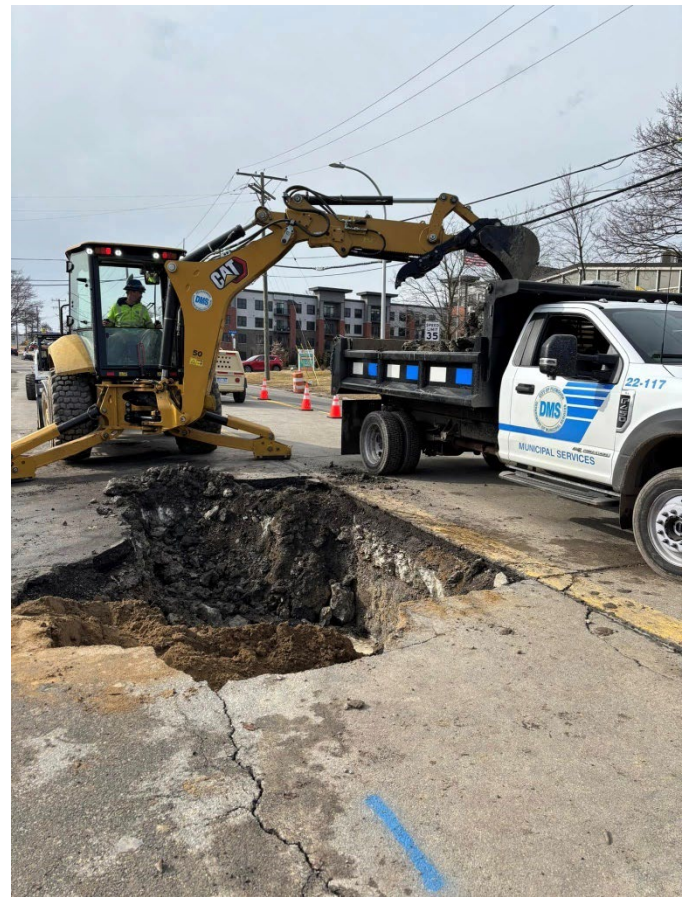
### **Department of Municipal Services (DMS)**

The Department of Municipal Services provides a wide variety of services to residents, business owners, and visitors. DMS employs seven full-time laborers and relies on part-time and seasonal help. The duties of the laborers are numerous and often change with the seasons, while other services are provided year round.

Spring seasonal responsibilities include cleaning up debris and leaves in all parks and public properties, street sweeping city-wide, and prepping Kellogg Park for summer events by laying topsoil and grass seed. Summer duties include set up, staffing, and clean-up of special events; rebuilding manhole structures and catch basins on city streets; overseeing infrastructure projects like new roads, water mains, or sewer mains; inspecting and repairing playground structures; and inspecting and overseeing sidewalk replacement. In the fall

DMS completes bulk leaf pickup throughout the city and flushes, maintains, and winterizes all fire hydrants. During the winter, responsibilities include all those associated with snow and ice removal on public properties including city owned buildings and parking lots and city streets. Other winter duties include responding to emergency water main break repairs and frozen service lines.

Year-round services include those such as the brush chipping program and cemetery operations. Other annual services are trash cart maintenance, tree trimming and maintenance, and street maintenance. Fleet maintenance is another year-round project and includes repairs to all equipment and city owned vehicles.



### **Recreation**

The City of Plymouth Recreation Department serves tots to seniors within the entire Plymouth



community. There is a wide variety of programming that is offered including athletics, fitness classes, summer camps, and special events. Over 90 different programs are offered throughout the year.

Plymouth offers its citizens a variety of open space and recreational opportunities. Parks and open spaces are essential in developing physically and socially balanced children, while providing adults with a place for constructive use of their leisure time. Open spaces maintained and served by a carefully conceived recreation plan are important components in maintaining Plymouth as a desirable place to live.



In 1972, the Cultural Center, a multipurpose building used for skating, recreational classes, meetings, and events was constructed. This facility is heavily used for recreational and civic activities. To save money and be leaders in clean energy solutions, the city converted the ice arena to geothermal power in 2010. This was the first geothermal powered ice rink in the State of Michigan.

### **Parks and Playgrounds**

Together, the 17 City-owned parks total just

over 22 acres, giving an average park size of 1.3 acres. Apart from Massey Field and the Cultural Center, the parks owned by the city are small, neighborhood spaces that offer playground equipment, picnic benches, and small open spaces. Massey Field and the Cultural Center offer more active recreation areas and activities such as tennis, softball, shuffleboard, and indoor ice skating.



The Plymouth Gathering Place is used for community events, such as the numerous festivals, special events, and the Farmer's Market.

As their names attest, individual parks have been sponsored by civic groups for more than ten years. The agreements between the groups and the city are informal in nature. Civic groups are often tapped for assistance with maintenance projects and annual park beautification efforts. While the parks take the name of the sponsor group, the parks are City-owned and remain public.

Additional recreational lands within the city are owned by Wayne County. Almost 60 acres are contained in the Middle Rouge Parkway. The Hines Parkway, totaling over 2,000 acres, is a series of drives and bikeways that stretches from Northville to Dearborn. Besides offering



areas for passive and active recreation as well as organized sports, the Parkway has many areas set aside for wildlife and enjoying nature.

An additional eleven acres of recreational space is contained within the two existing public schools and the old Central Middle School, now Plymouth Arts and Recreation Complex (PARC). PARC has a football field, track, tennis courts, and pickleball courts. While East Middle School and Smith Elementary School cater primarily to school activities, public access is allowed to the playgrounds, fields, and basketball hoops.

### **City Commission**

The City Commission together with the City Administration developed a Strategic Plan in January 2017 to provide a five year vision for the City of Plymouth. The vision was distilled into four goal areas with key objectives. Each year, the City Commission and City Administration discussed and selected one year tasks that could be accomplished that calendar year. The exercise was repeated in 2022 for another five years. The City Commission and City Administration continue to review the plan annually, usually in January, in conjunction with a professional facilitator. It is anticipated that in 2026 a new five-year vision will be discussed.





## Administrative Information – No Action Required

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To: Mayor & City Commission  
From: Paul J. Sincok, City Manager  
CC: *S:\Manager\Sincok Files\Memorandum - Budget Message for City Comm Packet 25 - 26 -04-07-25.docx*  
Date: April 4, 2025  
RE: Presentation of the Budget

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### INFORMATION ONLY – No Action Required

We will present your budget books on Monday night. Once the City Commission is presented with their budget books, we will also post the proposed budget on our website for public review.

The financial state of the City remains stable, and we are maintaining a solid General Fund Balance. We have a Standard and Poor's Bond Rating of AA+ with a stable outlook. The City Charter requires that the administration deliver a balanced budget to the City Commission. The proposed budget this year will have the lowest overall tax rate since 1997 – 98, which is 13.6717 mills. While that is good news for our taxpayers, we need to acknowledge that we will likely see changes in a number of revenue and expenditure sources being impacted by higher than initially calculated inflation, a possible recession, stock market drops, limits on revenue generation, staffing challenges and continued supply chain issues along with higher pricing for vehicles, parts, supplies and machinery.

Headlee Amendment and Proposal A will continue to impact our revenue sources now and into the future. This year we are limited to a 3.1% growth in revenues rate (inflation rate). The last two years we were limited to a 5% increase in revenues in each of those years despite inflation operating at 7.9% and 5.1%. **This will mean that our revenues have not kept up with inflation, but we still have been able to reduce our general operating millage rate in ten of the last eleven years in a row. The city is proposing to again reduce our general operating millage rates charged to the property owners down to 10.1717 mills, the Charter limit is 15 mills.** Our proposed debt millage is at 1.68 mills, which is well below the 3 mills that we initially anticipated when we developed our current road bond millage rates. Our proposed recycling solid waste millage rate is proposed at 1.82 mills.

This proposed budget will be the first in five years to show no expenditure of federal grant funds related to Covid. The City has been highly effective in promptly committing and using these special federal funds, as well as seeking reimbursement for our expenditures. In at least one case, our project was complete, and we had to wait until just recently for the reimbursement submittal window to open. Using these special funds quickly and effectively helped to prevent the Federal Government from attempting to "claw back" unexpended funds.

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One issue that has already shown significant increases in costs is elections and the election process. The costs of providing safe, secure elections have skyrocketed. We are anticipating full reimbursement from the State of Michigan under the terms of the Headlee Amendment. However, we still have not been fully reimbursed for our expenses for the Presidential election. The State is using “grants” to meet their obligations under Headlee, rather than a direct reimbursement of expenses. Our concern is related to if these “grants” will continue into the future or if the state will attempt to avoid their Headlee obligation.

We are also genuinely concerned about the 35<sup>th</sup> District Court as they will soon be a significant expense for the city, as they are continuing to operate at a deficit. The Court is independent of the city, and we do not control their operations. They are also anticipating a major capital expenditure program, which expenses will be passed along to the five communities. It should be noted that we predicted that there would be no need for a third judge and related staff in 2001 and 2002 and that the cost of adding a judge (in 2003) would lead to a situation where the court would become a cost center for the city. In this budget and beyond, the cost of the court may have significant impact on local budgets as the court will merely present their budget deficit and put it on the shoulders of the five local units to fund. Further, there is legislation to have the state take over the court system statewide and the concern is that this will be another state program that is not fully funded to meet expenses, leaving the local units to meet the funding obligations on behalf of the state.

We also must be aware that significant changes in the stock market will impact our legacy costs. When I wrote this message in April 2020, the Dow Jones Industrial Average was at 24,345. In March of 2022 the market closed at 35,228. Today, (04-04-25) the market is at 38,314, which is under where it was one year ago. A falling stock market will negatively impact our MERS actuarial accounts and for those former employees who are on the old defined benefit program. A long-term downward trend or recession will decrease stock market values and increase our costs to fund the old Defined Benefit Programs. You will recall that the Defined Benefit program was eliminated 25+ years ago as the city broke away from the old governmental model of doing business. A falling market will also negatively affect all current employees who have the 401K style retirement program.

We have limited capital purchases for a number of years, and we attempt to put as much as we can into selected projects. We have many more projects than we can fund. We are placing a priority on projects where we can obtain grant funding to match our funds. We anticipate beginning work on meeting with the neighborhoods around Lions and Rotary Parks, as those two organizations have committed substantial funds to upgrade their parks. We plan on matching those donations to make the most impact. However, the first step is meeting with the neighborhood this spring. This would be similar to what we do with our street paving program.

The Cemetery Mausoleum upgrade is in the current year budget but has not started construction. We anticipate that this will be a fall project in the new Fiscal Year. Those funds from the current year will be moved forward to the new budget year to continue movement on this project. This project was estimated at 1.1 million dollars when first put into the budget.

We are a \$30-million-plus corporation, and we have a very lean organization. This has reduced our overhead costs, but it has also put greater stress on our employees as they do multiple jobs. We have made changes in our structure to make our community more desirable to come to work for and work at. In addition, we have had to respond to staffing challenges when any of our staff is off for extended periods of time due to medical or other issues. The City Commission has placed a priority on succession planning and that has helped to ease the overall balance of the organization.

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While we are a lean organization, we work with a strong customer service philosophy, and we try to get to “yes.” There are times when we cannot get to an agreement on a particular manner, but the staff does put extra time and effort to get to at least a partial “yes,” when possible. However, even with limited staff we are still able to try new programs, and we are provided the flexibility to handle customer service issues as they arise.

The City Commission and City leadership staff met on Tuesday, January 14, 2025, with Dr. Lew Bender to develop a team building program prior to the setting of one-year tasks for the Five-Year Strategic Plan. The one-year task planning session with the City Commission was held on Monday, January 20, 2025, with Chris Porman leading the session as the facilitator. In February, the City Commission adopted 56 one-year tasks, in addition to the normal operations of the city. The strategic plan provides a consistent, stable guide path that the city administration and City Commission uses to develop our proposals and actions.

Our employees are committed to the City Commission’s strategic plan and the path that was established by the City Commission. The Administrative team is engrained with the “Plymouth Culture” of government being a “team sport” in which everyone pitches in and shifts where and when needed. Again, this has been best seen during our response to when employees are out for extended periods for health or other reasons and during major activities, weather situations, elections, and events.

Despite our success at delivering a wide range of services, we all must be acutely aware that government cannot solve every individual issue or problem. Changing directions to respond to or developing specific ordinances to resolve a single issue will result in several unintended consequences in other areas. While the City Commission and the staff listen to those who may demand that we follow their specific directions, we must be aware that it is the City Commission that represents the citizens and businesses they are the ones who must decide what is in the best interest of the community and the city. Occasionally, this means we may not always obey those who have demanded an alternative method or process and while we try to get to “yes,” that is not always possible.

We must continually invest in or cultivate our employees to have them ready to take over additional duties, move up in our organization or to shift priorities as needs arise. The City Commission set as a part of their strategic plan that Employee training and development is critical to our ability to have staff that can handle a broad scope of work projects. At the same time, we need to recognize that our staff is a valuable commodity in this labor market, and we often find that they are being recruited by both the private and public sector. However, the current family or collegial atmosphere of our administrative team makes Plymouth a very desirable place to work. In addition, we have a well-known reputation for having a strong work culture and work environment.

The re-structuring of the Finance Department will have a long-term positive impact on these operations and it will help lighten the extreme load that we have placed on John Scanlon. Having backup for him is extremely critical and having the ability to send staff to various technical training courses helps us keep our annual budget award. Promoting from within and ensuring that we have the ability to promote from within also makes us a very desirable place to work.

We also need to be aware of the negative impact of those people who are interested in creating additional layers of bureaucracy within the overall organization. As previously indicated, we are a very lean organization and we often have shift responsibilities around to deliver services, and when we get caught up in excessive bureaucracy it slows the delivery of vital services.

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We must be cautious of creating other layers of bureaucracy, when the current program of having the lead city board, the City Commission, adopt policies that are in place and working for the betterment of the community and the city.

Our greatest challenge is that we have proven that we are able to cover and deliver a wide range of visible governmental services with a limited staff and limited delivery failures. Our success makes it very difficult for people to understand the stresses placed on our operations and why, when priorities get shifted, some projects are eliminated or fall behind if the project cannot keep pace with the flow of work and priorities. Again, we are a results-based organization, not a process-based organization which is why when a project gets bogged down with process, we tend to move resources to other priorities that deliver visible results quickly. The effects of Proposal A and the Headlee Amendment, along with the highly variable economic situation will continue to challenge us as we maintain our efforts to reduce tax rates while delivering high quality services.

We need to be extremely aware of the actions of the various boards and commissions making it clear that meetings are arranged and led by staff, as they are the people responsible for compliance with various rules, regulations and policy set by the City Commission. Appointed boards and commissions need to be fully aware of, and in compliance with, the City Commission's strategic plan, as the other boards and commissions are subservient to the City Commission.

I would like to commend Finance Director John Scanlon, who is our team leader in developing this budget. John and his staff have produced award-winning budgets, and our incredible group of department heads has worked together to meet the goal of maintaining services. Our budget is more than just a small group of numbers. Our budget is for the seventh year in a row award-winning, because we have an extensive amount of detail within the document in order to be fully transparent.

Our Budget Study Session is first session April 15, 2025 at 6:00 p.m., additional dates have also been scheduled.

If you have any questions about the budget, please feel free to contact either John Scanlon or myself. We stand ready to answer your questions.

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