



Plymouth Downtown Development Authority Meeting Agenda

April 14, 2025 7:00 p.m.

Plymouth City Hall & Online Zoom Webinar

Plymouth Downtown Development Authority
831 Penniman
Plymouth, Michigan 48170

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

Join Zoom Webinar: <https://us02web.zoom.us/j/87531441872>

Passcode: 939315

Webinar ID: 875 3144 1872

1) CALL TO ORDER

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

2) CITIZENS COMMENTS

3) APPROVAL OF AGENDA

4) APPROVAL OF MEETING MINUTES

A. March 10, 2025 Regular Meeting Minutes

5) BOARD COMMENTS

6) OLD BUSINESS

A. Five-Year Strategic Action Plan Status Update

7) NEW BUSINESS

- A. 2025 Fleet Street Trash Contract**
- B. Multi-Purpose Sweeper Cost Share Approval**

8) REPORTS AND CORRESPONDENCE

A. City Master Plan Update

9) ADJOURNMENT

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

Persons with disabilities needing assistance with this should contact the City Clerk's office at 734-453-1234 Monday through Friday from 8:00 a.m. -4:30 p.m., at least 24 hours prior to the meeting. An attempt will be made to make reasonable accommodations.

City of Plymouth Strategic Plan 2022-2026

GOAL AREA ONE - SUSTAINABLE INFRASTRUCTURE

OBJECTIVES

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

GOAL AREA TWO – STAFF DEVELOPMENT, TRAINING, AND SUCCESSION

OBJECTIVES

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

GOAL AREA THREE - COMMUNITY CONNECTIVITY

OBJECTIVES

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

GOAL AREA FOUR - ATTRACTIVE, LIVABLE COMMUNITY

OBJECTIVES

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

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

-Plymouth Mayor Joe Bida
November 1977



Plymouth Downtown Development Authority

Regular Meeting Minutes

Monday, March 10, 2025- 7:00 p.m.

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

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

1. CALL TO ORDER

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

Present: Chair Pollard, Vice Chair Richard Matsu, Mayor Suzi Deal, Members Ellen Elliott, Jennifer Frey, Dan Johnson, Shannon Perry, and Ed Saenz, Paul Salloum

Excused: Member Brian Harris

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

2. CITIZENS COMMENTS

There were no citizen comments

3. APPROVAL OF AGENDA

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

There was a voice vote.

MOTION PASSED UNANIMOUSLY

4. APPROVAL OF MEETING MINUTES

Perry offered a motion, seconded by Saenz, to approve the minutes of the February 10, 2025 regular meeting.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

5. BOARD COMMENTS

There were no board comments.

6. OLD BUSINESS

a. Five-Year Strategic Plan Status Update

Plymale gave updates on the memorial benches, patio season, concert sponsorships, the new bandshell, the artisan market, and the art walk.

7. NEW BUSINESS

a. 2025 and 2026 Central Parking Deck Engineering Review

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

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

WHEREAS An engineering inspection of the Central Parking Deck is needed annually to ensure the safety of employees and visitors to Downtown Plymouth, and
WHEREAS The need for a major renovation project on the Central Parking Deck is anticipated for the 2026 calendar year, and

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

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth Downtown Development Authority Board of Directors does hereby authorize DDA Staff to contract with Fishbeck of Grand Rapids, MI, for the 2025 and 2026 engineering inspections for \$13,500. Funds will be drawn from Acct. No. 494.261.977.813.

Fishbeck representative Jeanette Grzeskowiak was on Zoom to answer questions, but none were asked.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

b. Concert Vendor Policy

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

WHEREAS The Plymouth DDA organizes and operates the annual summertime Friday Night Music in the Air concerts between Memorial Day and Labor Day weekend, and

WHEREAS The Plymouth DDA has allowed vendors to sell refreshments at the Friday concerts for more than two decades to serve the thousands of visitors each week, and

WHEREAS The Plymouth DDA has identified a need to update the current policy to allow for a third for-profit vendor spot that would rotate week-to-week, and

WHEREAS The Plymouth DDA has identified a need to update the current policy's fee structure due to rising costs.

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

Board members discussed the proposed policy, and it was suggested that City of Plymouth businesses take priority if several businesses apply for the same date.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

8. REPORTS AND CORRESPONDENCE

a. LLRC Liquor License Cap Recommendation

Plymale reported that the Liquor License Review Committee voted to lift the liquor license cap throughout the city. He reminded the group that both the DDA board and the LLRC are recommending bodies, and that the final decision would be made by the City Commission.

The following residents spoke in opposition to the cap being lifted:

Tom Doneth, 1442 Sheridan; Dave Ruscinski, 1392 Maple; Scott Lorenz, 1310 Maple; Karen Sisolak, 939 Penniman; Ron Picard, 1373 Sheridan; Pete Mundt, 643 N. Harvey; Jim Mulhern, 396 Arthur.

Members of the board expressed concern that their recommendation for adding one license to the cap might not be taken into consideration. Deal explained that removing the cap would not change the rules businesses would have to follow to open a liquor-serving establishment – they would still have to acquire a license from Wayne County, be approved by the State of Michigan, and receive special land use and site plan approval from the Planning Commission. She invited members of the public to attend City Commission meetings to make their opinions known.

9. ADJOURNMENT

Saenz offered a motion, seconded by Frey, to adjourn the meeting at 8:02 p.m.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

Goal	Task	Responsible Party	Timeframe	Status Update (04/10/2025)
Enhance DDA District Aesthetics & Function	<p>**Top Priority** Prepare a Streetscape Improvement Plan With the Following Goals:</p> <ol style="list-style-type: none"> 1. Use DDA Infrastructure Plan as a framework to build on. 2. Enhance aesthetics, function and activating spaces, using industry best practices. 3. Make landscaping consistent across the DDA. 4. Revamp trees, planters, brick pavers. 5. Evaluate patio/outdoor dining opportunities. 6. Review opportunities to maximize and increase sidewalk areas/pedestrian/commerce opportunities to improve pedestrian safety. 7. Develop plan for additional bike racks in the City. 8. Design potential enclosure ideas for The Gathering. <p>(Note: This project will overlap other DDA goals.)</p>	DDA Staff/ DDA Board	Short to Long-term	<p>Streetscape Design RFP is out to bid as of 4/3/25. Proposal submission deadline is 5/1/25. City arborist has indicated that some DDA street trees are showing signs of disease, and may have to be removed prior to streetscape update.</p> <p>New memorial benches being installed mid-April.</p> <p>Patio dining season is April 1st to November 1st.</p> <p>DDA staff to reach out to volunteers for Adopt-a-Planter program in April. Both watering laborers from last year back for 2025 season.</p> <p>Fleet Street trash contract expected to be brought to DDA Board in April.</p>
	<p>**Top Priority** Create Proactive Community Engagement Plan to educate residents and business owners about the Streetscape Improvement Plan project.</p> <ol style="list-style-type: none"> 1. Gather community input. 2. Educate downtown stakeholders of plan. 			

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

Goal	Task	Responsible Party	Timeframe	Status Update (04/10/2025)
Improve Parking	<p>Improve the Condition of Existing Lots by:</p> <p>1. **Top Priority** Resurface the existing lots that are in need.</p> <p>2. Prepare a plan to reconstruct/replace the Central Parking Structure.</p> <p>3. Complete Central Parking Deck engineering review for 2026 major renovation</p>	City Commission/ DDA Board	Short-term	Engineer conducted annual Central Parking Deck review on 4/8/25. Report to be provided in coming months. Parking Deck Engineer presented Life Cycle Analysis Report at May 2024 DDA Meeting. Report indicates an approximate 20 year additional lifespan with regular maintenance.
	<p>Maximize the Number of Parking Spaces by:</p> <p>1. **Top Priority** Re-assess parking desires of parking patrons/users via user input, needs study, or other methods. Work with the Planning Commission and businesses.</p> <p>2. Work with property owners of private lots to optimize layout, number of spaces, and increase efficiency/capacity.</p> <p>3. Analyze more efficient parking space design (Pull-in vs. parallel vs. angled, etc.).</p> <p>4. Work with Planning Commission to review approach to businesses providing parking. Look for more collective approach.</p>	City Commission/ Planning Commission/ DDA Board/ DDA Staff	Short to Mid-term	City Commission approved new Valet Parking policy. The Ledger has been approved to participate in valet parking. Total cars parked in February: 623 (44.5 per day) - Valet Parking season has ended.
	<p>Other</p> <p>1. Incorporate electric vehicle (EV) charging stations.</p>	DDA Staff/ DDA Board	Short to Long-term	Current EVs at Saxton's lot are getting regular use. Potential to add more during streetscape upgrade.

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

Goal	Task	Responsible Party	Timeframe	Status Update (04/10/2025)
Improve Pedestrian Safety (Coordinate with Streetscape Improvement Plan)	**Top Priority** Create Consistent Approach to Determining Pedestrian Crossing Facilities. 1. Complete 2025 Infrastructure Program and reach decision/direction on push button usage in the DDA.	City Commission/ DDA Board	Short-term	Signals have been altered with automatic pedestrian signal activation at this time. At 1/13/25 meeting, DDA Board recommended that City Commission move forward with the Main/Church intersection project without engineer recommended push button signals.
	Top Priority Prepare Plan to Address Tree issues, including: 1. Develop tree replacement plan. 2. Tree grates or alternative surfacing around trees.	DDA Staff	Short-term	Tree replacement and subsequent addition of tree grates to be addressed during Streetscape Planning.
	Other 1. Ensure consistent sidewalk trim/brick work throughout the DDA. 2. Implement vehicle management features that slow cars, reduce traffic, etc. 3. Address uneven sidewalk pavement. 4. Develop a plan to activate alleys and sidewalks. 5. Eliminate obstacles on sidewalks and pedestrian crossings (such as light poles, planters, etc.). 6. Design, purchase, and install street security bollards at minimum of two downtown locations and Cultural Center main entrance.	City Commission/ DDA Board/ DDA Staff	Short-to Long-term	Contractor shaved uneven downtown sidewalks in summer of 2024. Minor brick repair expected during the month of April.
Kellogg Park (Coordinate with Streetscape Improvement Plan)	**Top Priority** Address Turf Issues by: 1. Explore natural/synthetic alternatives to turf grass. 2. Look into better turf management.	DDA Staff/ DDA Board	Short-term	DDA staff to explore hiring an agronomist or turf expert to complete study in 2025.
	Create brick pathways that are consistent with the downtown in Kellogg Park.	DDA Staff/ DDA Board	Short-term	
	Other 1. Update the Kellogg Park landscape plan. 2. Evaluate health of existing trees. 3. Incorporate East Penniman, or use of this street, into Kellogg Park functions. 4. Add security cameras.	City Commission/ DDA Board	Short to Long-term	City Arborist has indicated that the Kellogg Park holiday tree is in declining health. Replacement options are being considered for early 2025. Big holiday tree being replaced Spring 2025. Kellogg Park security cameras are up and running as of August 2024.

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

Goal	Task	Responsible Party	Timeframe	Status Update (04/10/2025)
Support Businesses	**Top Priority** Evaluate public Wi-Fi in DTP.	City Commission/ DDA Board	Short-term	DDA staff to work with City IT department to reach out to internet providers in 2025.
	<p>Support Business Goals Through:</p> <ol style="list-style-type: none"> 1. Continue community events. 2. Quantify value of proposed CC & DDA improvements to businesses. 3. Encourage business involvement in DDA programs. 4. Use Redevelopment Ready Communities program as a guide to market vacant properties. 5. Implement programming to create connections to other parts of the community. 6. Obtain sponsorships for DDA Music in the Air concert events, DDA banners, bandshell banners, and park/playground. 	DDA Staff/ DDA Board	Short to Long-term	<p>DDA Staff has all needed Friday night concert sponsorships for 2025. Crews to do trial run on new bandshell setup in late April.</p> <p>AM Rotary to sponsor new veterans light pole banner program, Noon Rotary looking at new club banners in 2025.</p> <p>Business updates, events, available properties continue to be featured in monthly eNewsletter, print calendar, window slideshow. DDA website "business cards" updated, business directory is being updated.</p> <p>DDA board made recommendation to raise liquor license cap by 1. LLRC made recommendation to remove cap City wide. City Commission action expected in April/May.</p> <p>DDA staff has finalized vendor roster for Spring Artisan Market.</p>
Other	<p>Implement More Art Projects in the DDA, such as:</p> <ol style="list-style-type: none"> 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. 3. Participate in Phase III of Plymouth Art Walk 	DDA Staff/ DDA Board	Short to Long-term	DDA Board approved funding match of \$25K with PCAC for Phase III of Plymouth Art Walk at February meeting. HDC approved Phase III at March meeting.

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

D o w n t o w n
PLYMOUTH



Not Just a Walk in the Park

831 Penniman Ave. Plymouth MI 48170

Ph: 734.455.1453 Fax: 734.459.5792

ADMINISTRATIVE RECOMMENDATION

To: DDA Board

From: DDA Staff

CC: S:\DDA\Shared Files\DDA Board\DDA Agendas\DDA Agendas
2025\April2025

Date: 4/11/2025

Re: Fleet Street Trash Service Contract

BACKGROUND:

The Plymouth Downtown Development Authority currently oversees the Fleet Street trash program. At this time, there are 32 users of the three trash compactors that are located strategically around the Central Parking Deck. There are three tiers of pricing for users (restaurant/heavy users, retailer/moderate users, and office and residential/light users). Trash is currently picked up six days a week by Waste Management. The DDA has overseen this program since the 1990s. The shared trash program was created as there is not space for all businesses to have their own dumpster and trash receptacles around the parking deck.

The DDA switched to Waste Management from Republic Services in 2020 after repeated billing and customer service issues. DDA staff has been satisfied with Waste Management's quick response to mechanical and billing issues over the past 4 ½ years. Once notified, Waste Management has almost always addressed issues with the machines within 24 hours, and in many cases within a few hours.

The DDA's contract signed in August of 2020 with Waste Management did not have annual cost increases over the three-year contract period but called for a 6-15% increase if auto-renewed after the three-year period. DDA Board members may remember the time between 2020 and 2023 saw massive inflation, so it came as no surprise that Waste Management increased the contract to the maximum of 15% in 2023. DDA staff did not seek alternate quotes at the time due to significant consolidation in the trash industry, inflation in all industries, and the satisfactory service over the first three years of the contract by Waste Management.

During the second half of 2024, DDA staff began receiving complaints about price increases from several users of the program. Upon review, the 15% increase was enacted again in August of 2024. Upon review of the contract, the auto renewal increase was not set in stone over a three-year period of the auto-renewal, but rather a 6-15% increase each year. At that point, DDA staff began price negotiations in the fall of 2024 with Waste Management.

DDA staff intended to resolve this matter in the fall of 2024, but during initial negotiations with Waste Management, the DDA's customer service agent ended employment with Waste Management. Due to the uniqueness of our program, it took Waste Management several months to get a new customer service agent up to speed and to resume negotiations. During that time DDA staff began to seek quotes from other major trash haulers in the area.

DDA staff met with representatives from three trash haulers in early 2025, including the DDA's new customer service agent from Waste Management, representatives from Republic Services, and a representative from Priority Waste. Due to the uniqueness of our trash program, meeting reps in person is essential to make sure contractors are qualified to handle our specific needs. In addition, DDA staff does not have the bandwidth to handle the billing of all of the users of the program, so contractors must be willing to handle that portion of the contract.

After multiple discussions and meetings with Waste Management, Republic Waste and Priority Waste, the DDA received quotes from Waste Management and Priority Waste. Republic did not provide a quote as they are no longer equipped to handle the billing portion of our needs.

After a review of the two submitted quotes, Waste Management is offering significant cost savings over Priority Waste. Please see the attached Quote Tabulation Form and the two quotes for reference.

RECOMMENDATION:

DDA staff recommends that the DDA Board approve a new three-year contract for Fleet Street trash services with Waste Management beginning at \$3,150 per month in 2025 during the first year, with an 8% annual increase for the following two years of the contract. DDA staff is confident with Waste Management's stellar repair record and commitment to customer service moving forward. A resolution is attached for consideration.

2025 Fleet Street Trash Contract

QUOTE TABULATION FORM

Contractor	Met with DDA staff on site to review Fleet Street Trash Program	Quote Summary (total monthly waste removal charge)	Agrees to bill all users of program	Length of proposed contract with proposed annual increase
Waste Mangement	YES	\$3,150.00	YES	3 Years, 8% annual increase
Priority Waste	YES	\$5,556.76	YES	3 Years, 3% annual increase
Republic Services	YES	Did not submit	NO	N/A



Waste Management of Michigan, Inc.
41100 Plymouth Rd Ste 170
Plymouth, MI, 48170
(866) 797-9018

WM Agreement #
Customer ID
Acct. Name
Salesperson
Effective Date
Last PI Date

S0018889378
23-71207-63001
CITY OF PLYMOUTH
Sonnet Stork
4/1/2025

Service Agreement

Non-Hazardous Waste Service Summary

Service Information

Name	CITY OF PLYMOUTH	Contact	Sam Plymale
Address	333 S HARVEY ST	Telephone #	734-455-1453
City State Zip	PLYMOUTH, MI 48170	Fax #	
County/Parish	WAYNE	Email	splymale@plymouthmi.gov

Customer Comments:

Billing Information

Name	CITY OF PLYMOUTH	Contact	Sam Plymale
Address	831 PENNIMAN AVE	Telephone #	734-455-1453
City State Zip	PLYMOUTH, MI 48170-1621	Fax #	
County/Parish	WAYNE	Email	splymale@plymouthmi.gov

PO#

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency	Base Rate	
3	6 Yard FEL Compactor	MSW Commercial	6xPer Week		
				Energy Surcharge	\$ 0.00
					\$ 3,150.00

Except for increases permitted by Sections 4(b)(i) – (v) of this Agreement, the Base Rate (1) shall not be increased during the first 12 months of Contract Term, and (2) will increase by 8% annually thereafter for the remaining Initial Term.

Current rate for Extra Pickup: \$ 200.00	Current Energy Surcharge 0%	MONTHLY TOTAL :	\$ 3,150.00 *
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Customer's Waste Materials not to exceed an average weight of lbs./yard.

Administrative Charge	\$ 0.00 *
MONTHLY GRAND TOTAL	\$ 3,150.00 *

Initial One Time Service Charges*

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*The Energy Surcharge applies to all other Charges whether or not listed on this summary. Any Energy Surcharge amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about the Energy Surcharge and its calculation can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

Contract Term is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature	Printed Name	Title	Date
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Company Waste Management of Michigan, Inc.	Printed Name	Waste Management Sales Rep. Title	Date
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Terms and Conditions on following page(s)

1. (a) SERVICE GUARANTEE. We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the service summary as provided, which for Services purchased online include the information and terms disclosed during the order and checkout process (collectively, the “Service Summary”), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.

(b) SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the “Services”) all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the “Agreement”). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer's new service location(s) if such location(s) is within Company's service area. Customer represents and warrants that the materials to be collected under this Agreement shall be only “Waste Materials” as defined herein. For purposes of this Agreement, “Waste Materials” means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer's Service Address(es). Waste Materials includes “Special Waste”, such as industrial process wastes, asbestos-containing material, polychlorinated biphenyl (“PCB”) wastes, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, “Excluded Materials”). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. CONTRACT TERM. The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the “Contract Term”) is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.

3. TERMINATION RIGHTS. Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase; (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by Company, (i) if as a result of Customer's breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer's service location(s) after the effective date of the termination of this Agreement.

4. (a) CHARGES; ADDITIONAL SERVICES; CHANGES. The initial charges, fees and other amounts payable by Customer (“Charges”) for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of “Additional Services”), which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.

(b) PERMITTED PRICE INCREASES AND CHARGE MODIFICATIONS. Company reserves the right, and Customer acknowledges that it should expect Company to increase, add, or modify the Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the calculation of the Energy Surcharge including additions or modifications to the fuel types used in the calculations, the Recyclable Materials Offset, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on an enterprise-wide basis, including Company and all Affiliates and subcontractors); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel or energy surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index (“CPI”) for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer's last CPI based price increase date (“PI Date”). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company's costs.

(c) CONSENSUAL PRICE INCREASES Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a “Consensual Price Increase”). If Customer does not accept the Consensual Price Increase, Customer's sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement (within the 30-day period) shall be construed as Customer's acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer's Charges (a “Negotiated Price Adjustment”) as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.

5. INVOICES; PAYMENT TERMS Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified in the Service Summary, or if the Customer elects to participate in the Company's electronic billing program, make them available by email to Customer's designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third-party billing portal or program. In no event shall the use by Company of Customer's or any third-party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by Company and subject to applicable convenience fees and other costs charged by Company or its payment system provider(s) from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If this Agreement is signed by an agent, broker or other third party on Customer's behalf, the Customer receiving the Services remains liable for payment of all Charges due hereunder including any liquidated damages owed under Section 7. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to

Customer's pavement or any other surface resulting from the equipment or Services. Customer agrees that during each instance of service of roll-off/open top container(s) or compactor box at Customer's service address, the Company vehicle(s) providing service may temporarily place an additional roll-off/open top container or compactor box at Customer's service location in a manner that does not interfere with the use of Customer's premises, with such container being removed by the Company upon Company vehicle's return of the empty roll-off/open top container or compactor box to the Customer's service address.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of \$100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer. Except to the extent either party has provided timely written notice of termination as set forth in Section 2, Customer's acceptance of a competing offer under this Section 9 before the expiration or termination of the current Initial Term or Renewal Term shall be a termination under Section 3(b) and subject to Customer's obligation to pay liquidated damages as provided in Section 7.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment, Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12(vi) and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) It is expressly agreed that the parties shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture, agency, or employer-employee relationship. (j) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (k) "business day" means Monday through Friday, excluding bank holidays.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services. All Recyclable Materials must be clean, dry, unshredded, empty, loose and unbagged. (i) Single Stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. (ii) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Special Waste, Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. (iii) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer shall pay Company for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin (collectively the "Cost"). Without limiting the foregoing, Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials, Special Waste, Excluded Materials, and/or all of part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's Cost. (iv) Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) Company's processing cost per ton, including costs of disposal for contamination, plus profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by Company from time-to-time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, a RMO credit may apply, at Company's sole discretion. (v) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling processing services are provided, Charges may include separate

fuel and environmental surcharges for recycling services as set forth at www.wm.com. (vi) Notwithstanding anything to the contrary set forth above, the liquidated damages calculation set forth in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages. (vii) Service arrangements will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.



PRIORITY
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April 4, 2025

Sam Plymale
Director
City of Plymouth
Downtown Development
Authority (DDA)

Dear Mr. Plymale,

On Behalf of Priority Waste, I would like to thank you for the opportunity to submit the following quote for services of the City of Plymouth's Fleet Street Compactors. Please see our quote for services on the following page,

Should you have any additional questions or concerns, please feel free to contact me at your earliest convenience.

Sincerely,

Paul Ruthenberg
Municipal Representative
Priority Waste LLC



April 4, 2025

City of Plymouth

Quote: Fleet Street Compactors

- **Installation of 3 new vertical 6-yd compactor units with 4:1 compaction ratio.** Each compactor will include a full warranty and maintenance included, maintenance, parts and labor included).
- **Customer specific billing for each approved location.**
- **6-time per week collection,** Monday through Saturday each week.
- **Dedicated account manager** with direct contact information.
- **Priority Waste truck technology package** including GPS tracking and 3rd Eye camera systems mounted on each truck allowing for real time tracking and video capabilities of capturing collection of each unit serviced.
- **Complimentary lock box** enabling each customer to input a security code to unlock the compactor.
- **Ability to increase or decrease services** during high and low service conditions.
- **Lease fee** for (3) 6-yd vertical compactors with full warranty including parts and labor included = \$1,350 per month.
- **All In Waste Removal Price** = \$4,206.76 per month.
- **Grand Total, all in service including rental** = \$5,556.76 per month.
- **3-year agreement** with a 3-year auto renewal.

RESOLUTION

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

- WHEREAS The Plymouth DDA has overseen the Fleet Street trash program used by dozens of Downtown Plymouth businesses and residents over three decades, and
- WHEREAS DDA staff consistently monitors the program for customer service issues, mechanical issues, and fair pricing, and
- WHEREAS DDA staff requested quotes from three major trash haulers in located in Southeastern Lower Michigan, and
- WHEREAS Waste Management had the lowest quote, and
- WHEREAS DDA staff has a good working relationship with Waste Management since switching to WM in 2020, and WM has been very responsive in fixing mechanical issues on the compactors over that time.

NOW THEREFORE BE IT RESOLVED THAT the Plymouth Downtown Development Authority Board of Directors approves a three-year contract extension with Waste Management at \$3,150 per month over the first year of the contract, with an 8% increase each year after for the length of the contract.

D o w n t o w n
PLYMOUTH



Not Just a Walk In the Park

831 Penniman Ave. Plymouth MI 48170

Ph: 734.455.1453 Fax: 734.459.5792

ADMINISTRATIVE RECOMMENDATION

To: DDA Board

From: DDA Staff

CC: S:\DDA\Shared Files\DDA Board\DDA Agendas\DDA Agendas
2025\April2025

Date: 4/11/2025

Re: Multi-Purpose Sweeper Cost Share Approval

BACKGROUND:

The Plymouth DDA is responsible for the upkeep of the infrastructure of the downtown district, and the DDA's primary partner in accomplishing this is the City of Plymouth's Department of Municipal Services (DMS). Weekly sweeping of the streets, sidewalks, and parking lots is essential to keeping Downtown Plymouth an attractive place for visitors, employees and City residents.

DMS has used two sidewalk sweepers for 20-30 years to keep downtown clean. Unfortunately, over the past several years, both units have been frequently out of service due to mechanical issues and other breakdowns. Recently, DMS workers have been using brooms and dustpans to sweep areas due to the units being down, a process that is relatively inefficient.

Assistant Director of Municipal Services Adam Gerlach and Municipal Service Foreman Nick Johns have been researching a potential replacement for the needed equipment. Upon review, a new multipurpose tractor appears to be the best option. Multipurpose tractors can utilize various attachments for different uses. This option would allow DMS to do various tasks year-round, including sweeping, additional fall leaf cleanup, improved parking lot snow removal, sidewalk power washing and much more. Adam Gerlach has provided a recommendation for the purchase of the Multihog CV350 from Brown Equipment Company. The recommendation and equipment specs are attached for your review.

The cost of this multipurpose machine has been quoted at \$125,000. In the current fiscal year, DMS has \$65,000 budgeted for a new machine and is requesting a cost split with the DDA for the purchase of this multipurpose machine. There is currently more than \$121,000

in the current fiscal year's Reserve for Contingencies line in the DDA budget with just over two months remaining in the current fiscal year.

RECOMMENDATION:

DDA staff recommends approving up to \$65,000 to enter a 50/50 cost share with the City of Plymouth to purchase the base model of a new Multihog CV350. The machine will primarily be used in the downtown area to clean sidewalks, parking lots and other downtown areas. DMS plans to budget for and purchase additional attachments for the machine in future budget years that will allow for DMS to potentially handle some duties that are done by contractors hired by the DDA.



Department of Municipal Services

1231 Goldsmith, Plymouth, MI

734-453-7737

dms@plymouthmi.gov

Date: April 10, 2025
To: Sam Plymale, DDA Director
From: Adam Gerlach, Assistant Director of Municipal Services
Nick Johns, Municipal Services Foreman
Re: 2025 Multihog Municipal Tractor Sidewalk Sweeper

Background:

One of the largest and most visible maintenance tasks that Municipal Services performs is keeping our streets, sidewalks, parking lots and downtown spaces clean. Every year it starts with spring cleanup and runs all the way until the first snowflakes fall. To accomplish this task our crew relies on our sidewalk and street sweepers. We currently own two different sidewalk sweepers and one street sweeper. The street sweeper is a large truck mounted vacuum system that is utilized primarily to clean the streets and parking lots. In addition to the large truck mounted street sweeper we use our two ride-on sidewalk sweepers to mainly clean the sidewalks, downtown spaces and the hard to reach corners of parking areas.

Our sidewalk sweepers are both beyond their useful service life. The “newer” machine is going on 20 years old, and the older unit is 30 years old this year. Both pieces of equipment are frequently out of service due to breakdowns, also due to the advanced age of the units repair parts have become nearly impossible to find. With both sidewalk sweepers being very well used we started to look at what options were on the market and what new technology could help us improve our efficiencies in the different tasks we currently do.

Over the last few years we have reviewed multiple different types of equipment from numerous manufacturers to see what would fit our needs now versus what we have been used to. We propose to replace the two existing sidewalk sweepers with one new compact multi-purpose municipal tractor/sweeper. This new municipal tractor will give us the ability to clean the sidewalks and parking areas as well as perform additional tasks by changing attachments.

Proposal:

One of the goals for the City fleet is to minimize the purchasing of trucks and equipment that can only be used in a single season. The industry trend and most municipalities have been moving to equipment that are multi-purposed and utilized year-round. Many municipalities throughout Southeast Michigan have moved their maintenance equipment to multi-purpose

municipal tractors that have the ability to change attachments depending on what the task requires. For example, the proposed municipal tractor is configured to have a sidewalk sweeper body for the Spring, Summer and Fall seasons, this body can be changed to a snow plow and salt spreader for the Winter season. A brochure with photos and specifications to help illustrate this municipal tractor system is attached.

The municipal tractor we propose is a Multihog brand CV350 multi-purpose compact sidewalk sweeper. The Multihog CV350 is the best municipal tractor we have tested for our needs. The unit is compact enough to fit down the sidewalks in downtown like our current sidewalk sweepers. It is very maneuverable with the articulating steering, this will allow it to access the tight corners of the on street parking areas. This equipment is also powerful and capable enough to serve as a back up to our much larger street sweeper and in the Winter season to plow snow. The Multihog CV350 has additional capabilities through various attachments to also serve as a power washer to clean the sidewalk café/patio areas and can be used to clean up debris from the special events.

Over the last couple years, as our sidewalk sweepers have been beyond their useful service life, the Municipal Services crew have needed to use two or three guys with handheld blowers and brooms to complete routine sidewalk cleaning tasks. This Multihog CV350 municipal tractor will allow the crew to more efficiently and effectively clean the sidewalks and keep the downtown area cleaner. In addition, this machine is able to be driven on the road versus needing to transport the machine on a truck and trailer, this is much more convenient and efficient than our current sidewalk sweepers. The Multihog CV350 is equipped with an enclosed heated and air conditioned cab which is more comfortable to operate than our existing sidewalk sweepers. The greatest benefit of the climate controlled cab is it makes the cleaning of downtown sidewalks less weather dependent.

Recommendation:

We recommend that the Plymouth DDA partner with the City municipal services to split the cost of purchasing the Multihog CV350 multi-purpose sidewalk sweeper. The purchase of the sidewalk sweeper is included in the FY 2024-2025 Capital Improvements Plan under the Equipment Fund. The Finance Director has previously reviewed this proposal and supports this joint purchase split between DDA and City. The replacement of the sidewalk sweeper is listed in the City budget as \$65,000. A matching contribution from the DDA will cover the \$125,000 purchase price of the Multihog CV350 with a small contingency to cover any additional costs due to tariffs and inflation. The budget with the Sidewalk Sweeper replacement is attached.

Should you have any questions, please feel free to contact us in advance of the meeting.



One Machine - One Operator - Endless Applications



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CV MULTI-PURPOSE SWEEPER

MORE THAN JUST A SWEEPER

- Compact, multi-purpose sweeper available in either 3500 kg (7716 lb) or 4000 kg (8818 lb) GVW models.
- Dedicated all-terrain vehicle with the option to change both front brushes and hopper to other attachments.
- The sweeper can perform in all seasons and can be fitted with endless attachments, e.g. snow plough, grass mower and scrubber.
- Boasts one of the cleanest 75HP engines on the market with environmentally friendly Tier 4 final/Stage V emissions.
- All sweeper functions are controlled from a floating multifunctional armrest, which is ergonomic and moves with the operator.
- Each brush is independently controlled via miniature joystick; a third brush may be added if required.
- Incredibly simple operation – switch from drive mode to sweep mode and back again at the push of just one button.
- Built-in heavy-duty cooling for working in hot climates and features a 200 litre (53 US gal) water tank for optimal dust suppression.
- Full independent spring and damper suspension on each wheel creates a superbly comfortable working environment.
- Tested to the PM 2.5/PM 10 industry standard for particulate matter and achieved highest rating available (4 stars).
- Impressive 1.5m³ / 2 yd³ hopper capacity reduces emptying frequency during a shift.



MULTIHOG STORY

Launched in 2008, Multihog has been a leader in the multi-purpose tractor field for many years now. Designed and produced in our Irish factory, we export our products across the globe to a wide range of customers including municipalities, airports and contractors.

Multihog products are built for countless different tasks, to ensure that you maximise your investment 365 days of the year. Our R&D department is constantly innovating, and is led by our directors, who share more than 70 years of machinery production experience:



Jim McAdam | Managing Director

Jim spent a large part of his career as Managing Director of Moffett Ltd., the reverse drive tractor & truck-mounted forklift manufacturer. A trained engineer, he was pivotal in the development of the very successful Moffett Mounty truck-mounted forklift, with more than 55,000 units sold worldwide.



Gerry McHugh | Technical Director

Like Jim, Gerry also began his career as an engineer with Moffett Ltd., before taking over as Managing Director of Aisle-Master Ltd. There he led the development of the narrow aisle forklift, a machine which can increase warehouse capacity by up to 50% thanks to its ability to work in very narrow spaces.





A MULTIHOG FOR EVERY TASK: JUST CHOOSE YOUR MODEL

CV

75 HP Hatz engine

Length: 3800 - 4600 mm (149 in - 181 in)

Width: 1200 - 1600 mm (47 - 63 in)

Height: 1995 mm (79 in)



CL

55 - 75 HP Kohler engine

Length: 3490 - 3680 mm (137 in - 145 in)

Width: 1150 - 1560 mm (45 - 62 in)

Height: 2000 - 2100 mm (79 - 83 in)



CX

55 - 75 HP Kohler engine

Length: 3490 - 3680 mm (137 in - 145 in)

Width: 1150 - 1560 mm (45 - 62 in)

Height: 2000 - 2100 mm (79 - 83 in)



MXC

100 - 120 HP Deutz engine

Length: 3975 mm (157 in)

Width: 1300 - 1650 mm (51 - 65 in)

Height: 2180 - 2260 mm (86 - 89 in)



MX

100 - 120 HP Deutz engine

Length: 3975 mm (157 in)

Width: 1530 - 1650 mm (60 - 65 in)

Height: 2180 - 2260 mm (86 - 89 in)



MH

75 HP Kohler engine

Length: 3400 mm (134 in)

Width: 1960 mm (77 in)

Height: 2400 mm (95 in)



GENERAL FEATURES

ROBUST ARTICULATION JOINT

The incredibly strong articulation joint is manufactured from the highest grade of steel and is built to withstand years of continuous operation in the field.

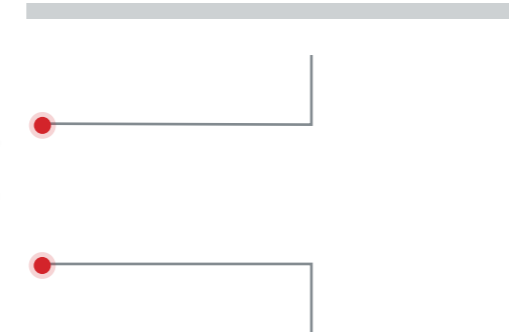


SUPERIOR QUALITY

Each Multihog part designed by our in-house R&D team is tested extensively for quality and durability using the most advanced engineering software available.

MANOEUVRABILITY

The Multihog's articulated design ensures superb manoeuvrability and the 360° unrestricted cabin view helps to avoid possible obstacles during operation.



COMFORT AND SAFETY

The Multihog offers first class comfort thanks to its spacious cabin with low noise levels. Risk of accident is also reduced via the fully enclosed PTO shaft.

CARRYING CAPACITY

Unlike other tractors, the Multihog has unrivalled carrying capacity with 3 attachment carrying areas: front, rear and top deck. Gross vehicle weight for the range varies from 3500 – 7000 kg (7,716 – 15,432 lb).





SIMPLE SERVICEABILITY

- 1 Operator cabin tilts forward to allow 360° access for personnel performing mechanical checks and maintenance.
- 2 Attachments are mounted and demounted in minutes, thanks to a simple connection method.
- 3 Rear panels open wide for unrestricted access to the engine compartment – ideal for servicing and maintenance.



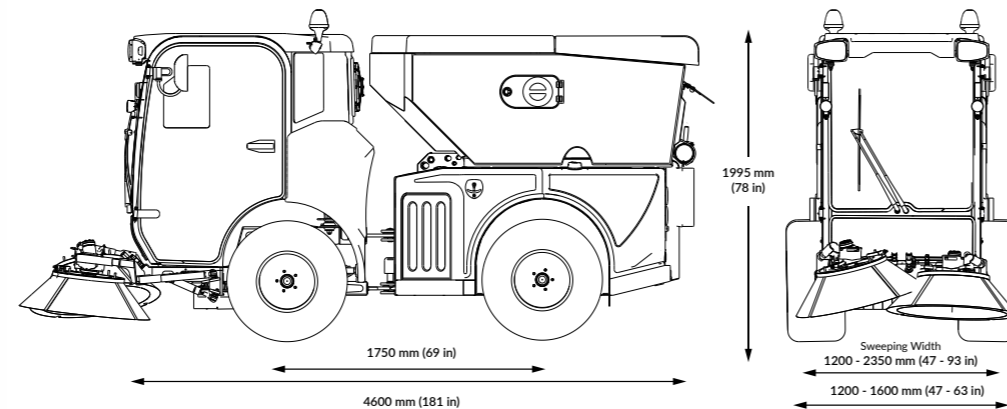


MULTIHOG CV RANGE



TECHNICAL SPECIFICATION

- Engine: Hatz, 75 hp
- Emissions class: Stage V, Tier 4 final
- Length: 3800 - 4600 mm (149 - 181 in)
- Width: 1200 - 1600 mm (47 - 63 in)
- Height: 1995 mm (79 in)
- Wheelbase: 1750 mm (69 in)
- Unladen weight: 2000 - 2500 kg (4409 - 5511 lb)
- Axle capacity, front, tyre dependent: 2500 kg (5511 lb)
- Axle capacity, rear, tyre dependent: 2500 kg (5511 lb)
- Gross vehicle weight: 3500 - 4000 kg (7716 - 8818 lb)
- Outer turning radius: 2550 - 2740 mm (100 - 108 in)
- Maximum speed: 40 km/h (25 mph)
- Sweeping width: 1200 - 2350 mm (47 - 92 in)
- Hopper volume: 1.5 m³ (2 yd³)

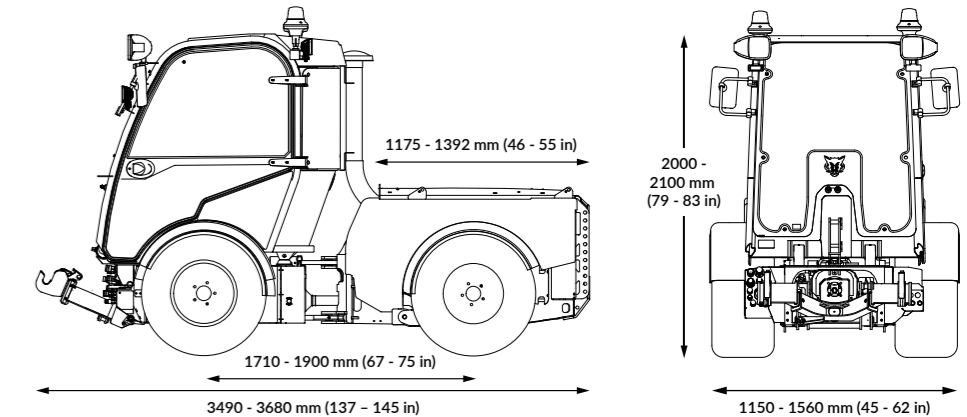


MULTIHOG CL / CX RANGE



TECHNICAL SPECIFICATION

- Engine: 55 - 75 HP (1.9 - 2.5 litre) Kohler, diesel
- Emissions class: Stage IIIB/Tier 4 final
- Length: 3490 - 3680 mm (137 - 145 in)
- Width: 1150 - 1560 mm (45 - 62 in)
- Height: 2000 - 2100 mm (79 - 83 in)
- Unladen weight: 2100 - 2500 kg (4630 - 5512 lb)
- Gross vehicle weight: 3500 - 4000 kg (7716 - 8818 lb)
- Axle capacity, front: 2300 - 2500 kg (5071 - 5512 lb)
- Axle capacity, rear: 2500 kg (5512 lb)
- Outer turning radius: 2663 - 3134 mm (105 - 123 in)
- Load-sensing PTO hydraulics front & rear, with optional front mechanical PTO on CX model
- Hydraulic flow up to 100 litres per min (26 US gpm)
- Operating pressure up to 250 bar (3626 psi)

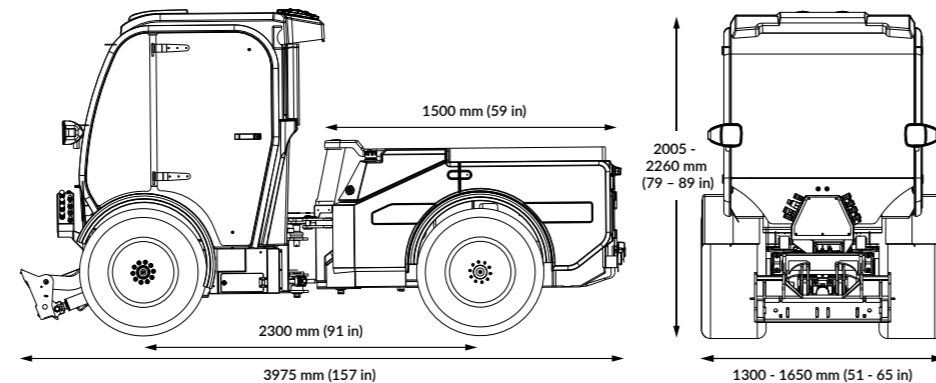


MULTIHOG MX RANGE



TECHNICAL SPECIFICATION

- Engine: 100 – 120 HP (3.6 litre) Deutz, diesel
- Emissions class: III B (Tier 4i)
- Length: 3975 mm (157 in)
- Width: 1300 - 1650 mm (51-65 in)
- Height: 2005 - 2260 mm (79 - 89 in)
- Unladen weight: 3400 - 3460 kg (7496 - 7628 lb)
- Gross vehicle weight: 7000 kg (15,432 lb)
- Axle capacity, front: 3500 kg (7716 lb)
- Axle capacity, rear: 4500 kg (9920 lb)
- Load-sensing PTO hydraulics front & rear
- Hydraulic flow up to 120 litres per min (32 US gpm)
- Operating pressure up to 250 bar (3626 psi)

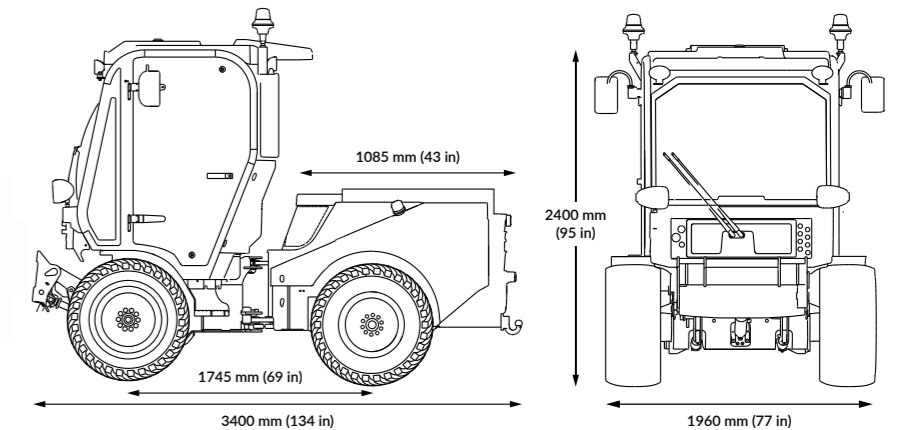


MULTIHOG MH RANGE



TECHNICAL SPECIFICATION

- Engine: 75 HP (2.5 litre) Kohler, diesel
- Emissions class: Stage IIIB/Tier 4 final
- Length: 3400 mm (134 in)
- Width: 1960 mm (77 in)
- Height: 2400 mm (95 in)
- Unladen weight: 3290 kg (7254 lb)
- Gross vehicle weight: 6000 kg (13,228 lb)
- Axle capacity, front: 3500 kg (7716 lb)
- Axle capacity, rear: 4000 kg (8818 lb)
- Load-sensing PTO hydraulics front and rear
- Hydraulic flow up to 120 litres per min (32 US gpm)
- Operating pressure up to 250 bar (3626 psi)







Multihog[®]

One Machine - One Operator - Endless Applications

Your local authorised dealer is:

🏠 Multihog Limited, Finnabair Business Park, Dundalk, Co. Louth, A91 CY92, Ireland

☎ +353 42 9386738 / 443 852 1842 (US/CA)

✉ info@multihog.com

🌐 www.multihog.com

This brochure provides a general guide to the products & services offered by Multihog Limited. Due to our policy of continuous improvement, reasonable alterations & changes to the specifications of our products may take place subsequent to the publication of this brochure & we reserve the right to make such changes without prior notice. The images which appear throughout this document are for illustration purposes only. Product colours may differ slightly from those shown due to limitations of the print process. Illustrations may also show attachments, accessories & optional extras which are not included in the standard specification of a product. Some of our products/services shown may not be available in certain countries. To receive current & more specific information on our products, please contact Multihog Limited for assistance. © Multihog Limited 2020.

Item Description	Reg By	Account #	R N	Est Life	Dept Priority	Method of Approp	Funding Act 99 Bonds	Dept Reg Est Cost	Manager Revisions	Budgeted Cost
WATER & SEWER FUND										
Water Utility Engineering	MSD	560-588	R	50	1	X		95,000	-	95,000
Water Utility Construction	MSD	560-588	R	50	1	X		465,000	-	465,000
Sewer Utility Engineering	MSD	560-588	R	50	1	X		40,000	-	40,000
Sewer Utility Construction	MSD	560-588	R	50	1	X		200,000	-	200,000
Lead & Galvanized Service Line Replacement Program (Known locations +/-35)	MSD	592-000	R,N	4	1	X		250,000	-	250,000
Replace Fire Hydrants (Non-repairable TCIV)	MSD	592-000	R,N	4	1	X		20,000	(20,000)	
Utility Patch Repair	MSD	592-000	R	5	2	X		50,000	(30,000)	
Replace Construction/Safety Barricades	MSD	592-000	R	10	2	X		15,000	(15,000)	
Replace Traffic Control Barricades	MSD	592-000	R	10	2	X		7,500	-	7,500
Replace Isolation Valves (Valve, structure, pipe & connections)	MSD	592-000	R	10	2	X		60,000	(60,000)	
WATER / SEWER FUND TOTAL								1,202,500	(20,000)	1,057,500
EQUIPMENT FUND										
Network Upgrades and Workstation Upgrades / Replacements	MIS	661-000	R	5	1	X		55,000	-	55,000
Police Cars (2) - Tahoe	POL	661-000	R	5	1	X		100,000	-	100,000
Police Car Modern Replacement (2)	POL	661-000	R	5	1	X		5,000	-	5,000
Portable 2-Way Radios	POL	661-000	R	10	1	X		14,250	-	14,250
Mobile Radios	POL	661-000	R	10	1	X		7,000	-	7,000
Fitness Equipment	POL	661-000	R	20	2	X		15,000	(15,000)	
Electric Zamboni	REC	661-000	R	20	3	X		120,000	(101,070)	18,930
Floor Machine Cleaner	REC	661-000	R	5	1	X		10,000	-	10,000
Sidewalk Sweeper, Lincoln American MT96 (DMS 005)	DDA	661-000	R	10	2	X		65,000	-	65,000
Steel Roller Loader, Robert MT98/86 (DMS 023/022)	MSD	661-000	R	10	2	X		140,000	(140,000)	
Ext. Cab Pick up+cap, GMC 2500 MT09 (DMS 102)	MSD	661-000	R	10	2	X		60,000	(60,000)	
Small loader, Case MT03 (DMS 108)	MSD	661-000	R	10	2	X		180,000	(180,000)	
Reg. Cab Flat bed+plow+spread, GMC 2500 MT12 (DMS 135)	MSD	661-000	R	10	2	X		65,000	-	65,000
Utility Trailer MT88 (DMS TR1 2)	MSD	661-000	R	10	2	X		12,000	(12,000)	
Walkbehind Concrete Saw	MSD	661-000	R	10	2	X		25,000	(25,000)	
Street Stripe Paint Sprayer	MSD	661-000	R	10	2	X		12,000	(12,000)	
Snow Pusher (12' Box Plow)	MSD	661-000	R	10	2	X		18,000	-	18,000
Stand-on Sidewalk Plow & Salt Spreader	MSD	661-000	R	10	2	X		9,000	(9,000)	
ATTACH - Muni SW Tractor Vacuum/Sweeper, Holder (DMS 005)	MSD	661-000	R	5	2	X		12,000	(12,000)	
ATTACH - Muni SW Tractor Plow, Holder (DMS 005)	MSD	661-000	R	5	2	X		8,000	(8,000)	
ATTACH - Muni SW Tractor Snowblower, Holder	MSD	661-000	R	5	2	X		25,000	(25,000)	
Equip Lease - Rosenbauer Fire Pumper	FIRE	661-000	R	20	1	X		41,023	-	41,023
Equip Lease - Swaploader	MSD	661-000	R	15	1	X		45,397	-	45,397
Equip Lease - Pumper Fire Truck	FIRE	661-000	R	10	1	X		59,003	-	59,003
Equip Lease - Tahoe (3)	POL	661-000	R	6	1	X		35,439	-	35,439
Equip Lease - Ford Trucks (4)	MSD	661-000	R	6	1	X		82,773	-	82,773
EQUIPMENT FUND TOTAL								1,232,885	(611,070)	621,815



Brown Equipment Company
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Vehicle Quote

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3/31/2025

Bill To
Plymouth MI DPW
1231 goldsmith
Plymouth MI 48170
United States

Ship To
Plymouth MI DPW
1231 goldsmith
Plymouth MI 48170
United States

TOTAL

\$125,000.00

Sales Rep: Cooper Dundas

Expires	PO #	Quote Information	Shipping Method
4/30/2025			

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Item	Description	Qty	Price	Extended Price
MUL-CV350	CV 350 Sweeper 75HP Stage V diesel engine Gross vehicle weight 3500kg Permanent 4 wheel hydrostatic drive 3 speed transmission 2 drive modes – Road and Work Independent spring and damper suspension Spacious, panoramic driver cab with cushioned mounting system High Back Air Suspension driver seat with 3-point seatbelt and head rest, Adjustable, Seat mounted, multifunction control armrest with twin miniature joysticks for ease of operation and control for improved driver comfort. 7" high resolution colour screen with anti-glare technology Low level of vibration. Low driver noise level. Rear view mirrors. 25mph travel speed 150 amp alternator Disk brakes Multi-disc parking brakes with automatic activation upon leaving the driver seat or turning the engine off. Adjustable steering with 2 tilt adjustments of steering column and telescopic height adjustment of steering wheel. Interior light, Variable flow load sensing hydraulic supply, 0 -100 litres per min with a maximum 225 bar pressure depending on flow setting. (See flow/ pressure graph for exact flow and pressure capability). Maximum flow to front is 100 l/m, Maximum flow to rear is 60 l/m. Combined Maximum flow to front and rear is 100 l/m 2 double acting hydraulic functions to the front 1 double acting hydraulic function to the rear Front mounted hydraulic lift arms with independent controls and 750kg combined lift capacity Emergency release brake system, to override parking brake and allow movement of machine in the event of breakdown. In Cab Pollen Filter Air Conditioning Cab doors with opening windows Heavy duty cooling system for engine, charge air and oil cooling with twin variable speed fans. On Board Diagnostics Hopper, 1.5m ³ Vacuum Hopper Suction Hood and Suction hose " Standard High Back Air Suspension driver seat with 3-point seatbelt and head rest Standard Rear View Mirrors Standard differential Standard windscreen Standard hopper access doors (White RAL 9010) Standard Brush Arm assembly (Pair) "Continental Vancowinter 195/75/16 tyres. Narrow mudguards and support plates (set)	1	\$125,000.00	\$125,000.00

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Payment Information

A 3% fee will be applied to credit card transactions process through our system. Please note that this fee will only be applied to credit card transactions, and all other payment methods will remain without any additional fees, including the option to pay via ACH. For inquiries about this update or assistance with setting up ACH payments, please contact accounting@brownequipment.net.

Subtotal \$125,000.00

Tax (0%) \$0.00

Total \$125,000.00

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FINAL INVOICE AMOUNT MAY BE SUBJECT TO ADDITIONAL MATERIAL AND MANUFACTURING SURCHARGES INCLUDING ANY TARIFFS THAT MAY ARISE. THIS ESTIMATE DOES NOT INCLUDE APPLICABLE TAXES. CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS ESTIMATE.

PLEASE NOTE THAT A RESTOCKING FEE AND SHIPPING COSTS MAY BE ADDED TO ELIGIBLE PART RETURNS.

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TERMS AND CONDITIONS

1. **ACCEPTANCE.** This quotation is an offer to sell products (equipment and/or parts) and/or service to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OF WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. **LIMITED WARRANTIES.** Seller warrants that it can convey good title to the goods sold under this contract and that they are free of liens and encumbrances. Warranties are per manufacturer's written warranty or unless specified. There are no warranties, express or implied with respect to products sold hereunder which are misused, abused, or used in conjunction with mechanical equipment improperly designed, used or maintained or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller's is capable of settling any such labor problem.

6. **BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES.** In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the goods purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Indiana law to any claims its buyer might assert against Seller with respect to goods repaired, manufactured or sold by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Evansville, IN or the common pleas court for Vanderburgh County, Indiana. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. **PASSAGE OF TITLE.** Except with respect to title for vehicles that have a certificate of title or for equipment vehicles for which the full purchase price has not been paid, title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or re-consign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed, Seller reserves the right to select the mode of transportation. With respect to title for vehicles that have a certificate of title or vehicles for which the full purchase price has not been paid to the Seller, title will only transfer on the delivery of the certificate of title and payments due from the Buyer to the Seller has been paid in full. After the Buyer takes possession of a piece of equipment from the Seller, the risk of loss passes to the Buyer regardless of whether the legal title is transferred to the Buyer. Buyer will indemnify and hold harmless the seller with respect to any losses, damages, or claims related to the vehicle(s) after the Buyer receives possession of the vehicle(s), including any attorney's fees or costs associated with the indemnity or the enforcement of the Seller's rights herein.

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8. PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS. Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts.

9. TRANSPORTATION CHARGES. Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. CLAIMS BY BUYER. Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify for itself that they conform to the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective goods within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. MECHANICAL PROPERTIES; CHEMICAL ANALYSES. Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. PATENTS. Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. PERMISSIBLE VARIATIONS. The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. TECHNICAL ADVICE. Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. TAXES. Any applicable sales, excise and/or use taxes, if any, due under the laws of any state, any local government authority, or the federal government of the United States, in connection with the purchase and sale of any equipment, parts, and/or services shall be the responsibility of the Buyer.

16. BUYER'S RIGHT OF TERMINATION. Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following: (1) the contract price for all products which have been completed prior to termination; (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. SELLER'S RIGHT OF TERMINATION. In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

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19. DELIVERY. Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of five (5) days after the wanted date shown on the face of the order or within five (5) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:

(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or

(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 50% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller for a breach of this contract, including any action for breach of warranty, or otherwise in connection with the goods sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues.

21. CONFLICTING PROVISIONS OFFERED BY BUYER. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Indiana. Buyer and Seller specifically agree that any legal action brought relating to this contract will be brought and tried in the federal district court in Evansville, Indiana, or, in the absence of jurisdiction, the Vanderburgh County Court of Common Pleas in Evansville, IN.

Name(Printed)

Signature

Title

Date

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY

SAM DDA FOR CITY OF PLYMOUTH

Balance As of 04/30/2025
*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	24-25 Amended Budget	YTD Balance 04/30/2025 (Normal)	Activity For 04/30/2025 (Increase/Decrease)	Available Balance 04/30/2025 (Normal)	% Bgt Used
Fund: 248 DOWNTOWN DEV AUTH/OPERATING FD						
Account Category: Revenues						
Department: 000 GENERAL REVENUES						
248-000-402.000	CURRENT PROPERTY TAX/REAL	1,252,400.00	1,301,771.47	0.00	(49,371.47)	103.94
248-000-405.000	TAXES RECOVERED BY COUNTY	(3,000.00)	0.00	0.00	(3,000.00)	0.00
248-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	7,500.00	8,230.30	0.00	(730.30)	109.74
248-000-619.000	BENCH SALE REVENUES	0.00	12,500.00	0.00	(12,500.00)	100.00
248-000-620.000	CONCERT REVENUES	80,000.00	89,934.00	0.00	(9,934.00)	112.42
248-000-665.000	INTEREST ON INVESTMENTS	50.00	21,383.88	0.00	(21,333.88)	42,767.76
248-000-674.095	CONTRIBUTIONS FOR LIGHT DECORATIONS	1,500.00	0.00	0.00	1,500.00	0.00
248-000-679.000	ADVERTISING REVENUE	0.00	2,100.00	2,100.00	(2,100.00)	100.00
Total Dept 000 - GENERAL REVENUES		1,338,450.00	1,435,919.65	2,100.00	(97,469.65)	107.28
Revenues						
Total Dept 000 - GENERAL REVENUES		1,338,450.00	1,435,919.65	2,100.00	(97,469.65)	107.28
Account Category: Expenditures						
Department: 261 ADMINISTRATION						
248-261-706.000	SALARY & WAGES/ FULL TIME	101,795.00	94,724.67	4,744.40	7,070.33	93.05
248-261-706.050	SALARY & WAGES/PART TIME	30,090.00	34,519.95	1,968.50	(4,429.95)	114.72
248-261-706.100	SALARY & WAGES/SICK	4,825.00	3,838.27	0.00	986.73	79.55
248-261-706.300	SALARY & WAGES/RETENTION	675.00	750.00	0.00	(75.00)	111.11
248-261-706.600	SALARY & WAGES/VACATION PAYOFF	2,140.00	0.00	0.00	2,140.00	0.00
248-261-707.000	SALARY & WAGES/TEMP-SEASONAL	3,365.00	6,539.95	375.00	(3,174.95)	194.35
248-261-709.000	FRINGE BENEFITS	4,000.00	1,162.84	0.00	2,837.16	29.07
248-261-721.000	POST RETIREMENT BENEFITS	58,960.00	51,392.57	2,691.23	7,567.43	87.17
248-261-721.500	OFFICE SUPPLIES	24,560.00	12,441.66	0.00	12,118.34	50.66
248-261-727.000	POSTAGE	500.00	155.70	16.07	344.30	31.14
248-261-740.000	OPERATING SUPPLIES	200.00	0.00	0.00	200.00	0.00
248-261-815.000	ADMINISTRATIVE SERVICES	2,000.00	928.20	427.64	1,071.80	46.41
248-261-818.000	CONTRACTUAL SERVICES	69,220.00	34,609.98	0.00	34,610.02	50.00
248-261-850.000	COMMUNICATIONS	17,000.00	13,719.76	145.26	3,280.24	80.70
248-261-860.000	TRANSPORTATION	4,500.00	3,094.89	292.26	1,405.11	68.78
248-261-864.000	CONFERENCES & MEETINGS	1,000.00	338.64	0.00	661.36	33.86
248-261-880.000	PUBLIC RELATIONS EXPENSE	2,250.00	949.67	20.00	1,300.33	42.21
248-261-900.000	PRINTING & PUBLISHING	300.00	53.00	0.00	247.00	17.67
248-261-920.000	PUBLIC UTILITIES	300.00	205.50	0.00	94.50	68.50
248-261-925.000	SUBSCRIPTIONS & PUBLICATIONS	2,750.00	2,079.91	0.00	670.09	75.63
248-261-930.000	REPAIRS & MAINTENANCE	100.00	0.00	0.00	100.00	0.00
248-261-938.000	EQUIPMENT LEASE EXPENSE	2,000.00	0.00	0.00	2,000.00	0.00
248-261-940.000	EQUIPMENT RENTAL - FORCE ACCT	1,200.00	0.00	0.00	1,200.00	0.00
248-261-942.000	OFFICE RENT	500.00	50.00	0.00	450.00	10.00
248-261-957.000	TRAINING EXPENSES	22,500.00	17,646.00	0.00	4,854.00	78.43
248-261-958.000	MEMBERSHIPS & DUES	1,000.00	291.83	0.00	708.17	29.18
248-261-962.000	RESERVE FOR CONTINGENCIES	2,000.00	515.00	0.00	1,485.00	25.75
Total Dept 261 - ADMINISTRATION		121,975.00	0.00	0.00	121,975.00	0.00
Total Dept 261 - ADMINISTRATION		481,705.00	280,007.99	10,680.36	201,697.01	58.13
Department: 301 POLICE DEPARTMENT						
248-301-706.000	SALARY & WAGES/ FULL TIME	22,745.00	19,241.85	915.64	3,503.15	84.60
248-301-706.200	SALARY & WAGES/HOLIDAY PAY	1,000.00	992.41	0.00	7.59	99.24
248-301-706.300	SALARY & WAGES/RETENTION	100.00	112.50	0.00	(12.50)	112.50
248-301-706.400	SALARY & WAGES/UNIFORM ALLOW	215.00	132.90	0.00	82.10	61.81

RESOLUTION

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

- WHEREAS The Plymouth DDA is responsible for upkeep of the downtown district, and
- WHEREAS The City of Plymouth Department of Municipal Services (DMS) is the primary partner in keeping Downtown Plymouth looking its best, and
- WHEREAS DMS is in need of a new sidewalk sweeper to help with the upkeep of Downtown Plymouth, and
- WHEREAS DMS has identified an opportunity to purchase a multipurpose machine that will not only help with the sweeping, but with various other needed cleanup requirements in the downtown, and
- WHEREAS The City has \$65,000 budgeted for a new machine and is requesting to split the cost of a new Mulitihog CV350 multipurpose sweeper machine with the DDA.

NOW THEREFORE BE IT RESOLVED THAT the Plymouth Downtown Development Authority Board of Directors approves a 50/50 cost split on a new Multihog CV350 multipurpose machine to be used for upkeep in Downtown Plymouth. The DDA's funding match shall not exceed \$65,000 and will be taken from the DDA's Reserve for Contingencies line in the 2024-2025 fiscal year budget.

CITY OF PLYMOUTH
Community
Development Dept.
201 S. MAIN
PLYMOUTH, MI 48170
www.plymouthmi.gov

DISCUSSION ONLY

To: Sam Plymale, DDA Director
 From: Greta Bolhuis, AICP, Planning and Community Development Director
 Date: April 8, 2025
 Re: DDA Review of 2025 Draft Master Plan

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 draft of the 2025 Draft Master Plan was reviewed by the City Commission on Monday, April 7, 2025 and was approved 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.

As part of the 63 day distribution period, we are returning to the DDA Board to seek feedback on the draft plan. You may recall that we presented the relevant DDA sections of the current master plan to the Board in February 2024. We have again attached the sections of the master plan that mention downtown. If you would like to review the entire document, it is available on the city's website under "Discover What's New" on the homepage: <https://tinyurl.com/CPmasterplan2025DRAFT>

Enclosed is an executive summary of the changes and the 2025 Draft Master Plan for your consideration.

The Planning Commission values the DDA Board's input. I will be in attendance to answer any questions and will relay pertinent comments to the Planning Commission for consideration.

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.

CHAPTER 1 INTRODUCTION

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

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.

(page 4)

CHAPTER 4 FUTURE LAND USE PLAN

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

Central Business

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

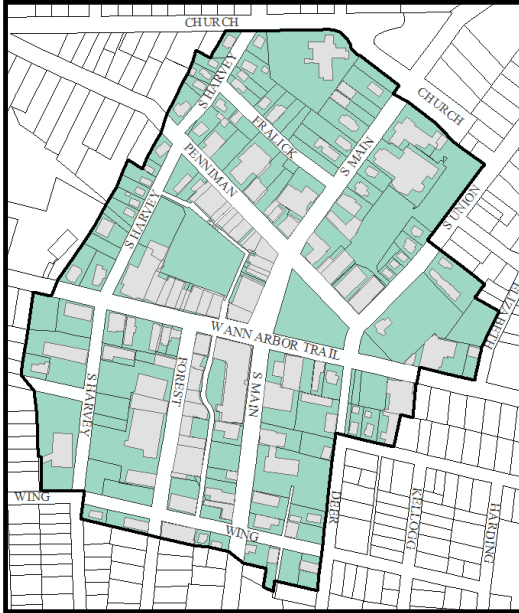
(page 17)

CHAPTER 5 SUB-AREA PLANS

The sub-area plans provide details on how specific areas of the city could be developed in the future. The Downtown Sub Area Plan includes the DDA Strategic plan.

Chapter 5: Sub Area Plans

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:

2024 DDA Five-Year Action Plan	
Goal/Tasks	
Enhance DDA District Aesthetics & Function - Streetscape Improvement Plan	
<ol style="list-style-type: none"> 1. Use DDA Infrastructure Plan as a framework to build on. 2. Enhance aesthetics, function and activating spaces, using industry best practices. 3. Make landscaping consistent across the DDA. 4. Revamp trees, planters, brick pavers. 5. Evaluate patio/outdoor dining opportunities. 6. Review opportunities to maximize and increase sidewalk areas/pedestrian/commerce opportunities to improve pedestrian safety. 7. 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. 	
Enhance DDA District Aesthetics & Function - Proactive Community Engagement Plan	
<ol style="list-style-type: none"> 1. Educate residents and business owners about the Streetscape Improvement Plan project. 2. Gather community input. 3. Educate downtown stakeholders of plan. 	
Improve Parking - Maximize the Number of Parking Spaces	
<ol style="list-style-type: none"> 1. Re-assess parking desires of parking patrons/users via user input, needs study, or other methods. Work with the Planning Commission and businesses. 2. Work with property owners of private lots to optimize layout, number of spaces, and increase efficiency/capacity. 3. Analyze more efficient parking space design (Pull-in vs. parallel vs. angled, etc.). 4. Work with the Planning Commission to review the approach to businesses providing parking. Look for a more collective approach. 5. Review opportunities for additional parking spaces. 	
Improve Parking - Other	
<ol style="list-style-type: none"> 1. Incorporate electric vehicle (EV) charging stations. 2. Evaluate one-way street options. 	
Improve Pedestrian Safety - Pedestrian Crossings	
<ol style="list-style-type: none"> 1. Create Consistent Approach to Determining Pedestrian Crossing Facilities. 	
Improve Pedestrian Safety - Address Tree Issues	
<ol style="list-style-type: none"> 1. Develop tree replacement plan. 2. Tree grates or alternative surfacing around trees. 	
Improve Pedestrian Safety - Other	
<ol style="list-style-type: none"> 1. Ensure consistent sidewalk trim/brick work throughout the DDA. 2. Implement vehicle management features that slow cars, reduce traffic, etc. 3. Address uneven sidewalk pavement. 4. Develop a plan to activate alleys and sidewalks. 5. Eliminate obstacles on sidewalks and pedestrian crossings (such as light poles, planters, etc.). 6. Provide input to the City Commission on proposed Multi-modal Transportation Plan 	

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.