



**CITY OF PLYMOUTH
DOWNTOWN DEVELOPMENT AUTHORITY
REGULAR MEETING
PLYMOUTH CITY HALL
Thursday, January 14, 2016**

1. Roll Call –

*Oliver Wolcott, Chairperson
Lindsey Lebovitz, Vice Chair
Dan Dwyer, Mayor
Dan Amos
Paul DePalma
Penny Flury
Jim Frisbie
Dan Johnson
Robert Parent
Kerri Pollard
Michele Potter
Jason Smith
Frank Yaquinto*

2. Citizens Comments

3. Board Comments

4. Approval of Agenda

5. Approval of Minutes—1-14-2016 regular meeting

6. Old Business

- a. Saxton's leases
- b. Patio tents

7. New Business - None

8. Reports and Correspondence

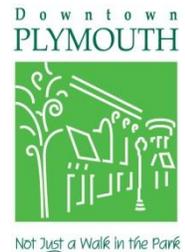
- a. Saxton's expenditure tab

9. Adjournment



CITY OF PLYMOUTH GOALS

831 Penniman, Plymouth, MI 48170
Ph (734) 455-1453 Fax (734) 459-5792
<http://www.downtownplymouth.org>



The city of Plymouth Downtown Development Authority and the Plymouth City Commission both develop yearly goals. Below are the goals generated for 2016.

City of Plymouth Downtown Development Authority 2016 Goals:

- Saxton's property: continue to develop and implement a comprehensive strategy to increase public parking in the DDA.
- Tree lights: continue to collaborate with property owners on tree lighting improvements downtown.
- Parking lot and alley improvements.
- Kellogg Park fountain upgrades.

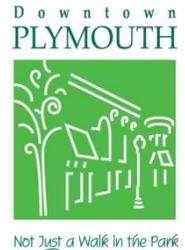
Plymouth City Commission 2016 Goals:

- Resolve Last Issues Regarding Dissolution of Plymouth Community Fire Department Agreement (Primarily Pension issues)
- Work Collaboratively with Plymouth Arts & Recreation Complex (PARC) organization, the Plymouth Canton School Board, and the greater Plymouth Community to continue the repurposing of Central Middle School into a high quality Arts & Recreation Complex.
- Developing a succession plan for the city's key employees, especially considering the long tenures of many of our senior staff.
- Develop funding plan for future capital improvements
- Work collaboratively with the DDA, community leaders, and other organizations to plan for Plymouth's 150th Birthday in 2017. This includes obtaining funding for new Kellogg Park Fountain and Kellogg Park upgrades.



**CITY OF PLYMOUTH
DOWNTOWN DEVELOPMENT AUTHORITY
MEETING MINUTES**

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CITY OF PLYMOUTH
DOWNTOWN DEVELOPMENT AUTHORITY

Thursday, January 14, 2016
Regular Meeting Minutes

Meeting called to order at 7:01 p.m. by Chairperson Oliver Wolcott.

1. ROLL CALL

MEMBERS PRESENT:

Oliver Wolcott, Chairperson
Lindsey Lebovitz, Vice Chair
Dan Dwyer, Mayor
Dan Amos
Penny Flury
Jim Frisbie
Dan Johnson
Bob Parent
Kerri Pollard
Michele Potter
Jason Smith
Frank Yaquinto

MEMBERS ABSENT:

Paul DePalma

OTHERS PRESENT:

Paul Sincock, Plymouth City Manager
Tony Bruscatto, DDA Director
Ben Johnson, DDA Intern
Tom Vanmoorleghem, owner Saxton's Power Equipment
Dave Herron, owner Plymouth Train Shop
Sarkis Kotschumian, owner Royalty Seats
Joe McGlenn, resident
Bill Lincoln, resident
Tim Tingsted, resident
Ryan Shaw, resident

Mark Mitchner, resident
Jason Findland, resident
Dave Saturvoy, resident
Bill Lincoln, resident
Paul Blackwood, resident
Wendy Harless, representative from the Plymouth Preservation Network

2. CITIZEN COMMENTS: NONE

3. BOARD COMMENTS:

Director Frisbie noted that the election of officers needed to be added to this agenda.

4. APPROVAL OF AGENDA:

Director Frisbie made a motion that was seconded by Director Yaquinto to approve the amended agenda that adds 7c, election of officers.

MOTION CARRIED UNANIMOUSLY

5. APPROVAL OF MINUTES:

- a. A motion was made by Director Potter and seconded by Mayor Dwyer to approve the 12-10-2015 regular meeting minutes.

MOTION CARRIED UNANIMOUSLY

6. OLD BUSINESS

- a. Saxton's property discussion

Chairperson Wolcott discussed some scenarios for moving forward with the Saxton's properties. Chairperson Wolcott said the no decision would be made in tonight's meeting, but instead a robust discussion will take place.

Resident Tim Tingsted, said he is in favor of option D (*see January agenda packet for option details*) and it is important to keep the neighborhood intact.

Resident Ryan Shaw said he doesn't want his home surrounded by a parking lot. He also said if the businesses are forced to leave the DDA should help them find new locations.

Resident Mark Mitchner said the brick building should be restored not torn down.

Resident Jason Findlan said he opposes the parking lot near Maple for three reasons. The first reason is that it destroys two historic buildings. The second is that it is poor urban planning, but he said he could favor option D. He additionally said that there is a petition with over 200 signatures to not have a parking lot on the Saxton's property.

Resident Dave Saturvoy said it is important to keep the essence of Plymouth intact.

Resident Joe McGlenn said he is concerned about his rent going up. He said that all of the current tenants are concerned and that any raise may force them to leave.

Resident Bill Lincoln said that he is concerned about any portion of the neighborhood being taken away for a parking lot. He said that it is important to keep Maple residential.

Resident Paul Blackwood said that other communities have tried to add parking in a similar fashion and it has failed.

Director Parent said it is important that the DDA and residents work together. An exact number of parking spots that are needed downtown needs to be established. Director Parent also said that the DDA should not disrupt the family nature of the city, but the town must adapt to the increase of visitors by adding parking.

Owner of Saxton's Power Equipment Tom Vanmoorleghem said the current Saxton's lot is now full every day after the opening of Keller Williams Realty. He asked why the DDA would allow for more businesses to come into Plymouth.

Mayor Dwyer said that not wanting more vibrancy downtown is a curious comment. More vibrancy positively impacts home values. Mayor Dwyer also said that Option A (*see January agenda packet for option details*) appears to be the least attractive option. Chairperson Wolcott and Vice Chairperson Lebovitz agree that option A shouldn't be considered.

Director Johnson asked about the possibility of working with a private developer on the Saxton's site.

Director Potter said that the city wouldn't have much control if a private developer owned the site. We currently have control on what is developed on the site.

Plymouth Preservation Network representative Wendy Harless said that the property is in the Historic District, so any developer would have to get approval to make changes.

Director Yaquinto said that it is good that the DDA and resident are having an open dialog about the property. He said that the downtown is reaching a critical point in which business is becoming stymied with the lack of parking. Director Yaquinto also said that the DDA has already improved the look of the Maple street neighborhood by cleaning up the blight from the back of the Saxton's property.

Director Amos said that it's important to realize this issue is not business owners versus residents. The DDA board is made up of both business owners and local residents and the DDA considers what is best for both residents and business owners when making all decisions. Director Amos also said that if the DDA goes back before the HDC, we must be further engaged with HDC members moving forward.

City Manager Sincock said that it appears that no one is in favor of option A. He believes DDA staff will develop a few visual concepts for the property based on these discussions and the DDA Board can then decide which concept works best moving forward.

Director Frisbie said we may need a new parking study or an update to the 2011 parking study.

b. Saxton's leases

Staff Director Bruscato updated the board on the fair market value numbers for the leases in the Saxton's property as previously requested by the DDA Board.

Current tenant Joe McGlenn said rents shouldn't be raised based off current market value rates because the building is old and there are constant heating and cooling issues.

Director Parent said the building cannot be a burden on the DDA and the taxpayers.

Director Smith said that a raise shouldn't be solely based on market rates.

Mayor Dwyer said that the DDA owes it to our citizens to make sure we get as much money as we can while staying in line with fair market value.

Owner of Royalty Seats Sarkis Kotschumian said he believes that rents getting raised may cause most business to be forced to move. He said

that he has interest in purchasing the brick building and keeping the current businesses in place.

RESOLUTION

The following resolution was offered by Mayor Dwyer and seconded by Director Frisbie.

WHEREAS The Downtown Development Authority Board recently purchased the Saxton's property which includes three businesses (Saxton's, Royalty Seats and Plymouth Train Shop) plus two apartments, and

WHEREAS The current tenants are on month-to-month leases that are under market value and don't include the payment of utilities or taxes, and

*WHEREAS the DDA has been subsidizing tenants by paying for the utilities and taxes
from DDA funds,*

NOW THEREFORE BE IT RESOLVED the DDA Board of Directors votes to authorize DDA Staff to bring the monthly leases more in line but not to exceed current market values:

MOTION PASSED 11-1

Director Parent Opposed.

c. 2016 goals

In the December 2015 DDA Board meeting, the DDA Board developed a list of potential DDA goals for 2016. The DDA Board consolidated the list to the four most important goals for 2016. Below are those goals.

1. Saxton's property: continue to develop and implement a comprehensive strategy to increase public parking in the DDA.
2. Tree lights: continue to collaborate with property owners on tree lighting improvements downtown.
3. Parking lot and alley improvements.
4. Kellogg Park fountain upgrades.

7. NEW BUSINESS

a. Patio tents

Director Yaquinto requested information to determine if he can have patio tents on his sidewalk patios (Fiamma, Compari's, The Sardine Room). Staff Director Bruscato gave the board staff's findings including building department and fire code recommendations.

Director Smith said the DDA should find examples of tents used in other communities.

Chairperson Wolcott asked that Director Smith look to see if there are other communities that use similar tents. Chairperson Wolcott also said a major concern with patio tents is the duration of when they are up.

Director Frisbie said he has concerns over the drainage on to walking areas on Main Street.

Director Yaquinto said that specific parameters should be set.

b. Saxton's Boiler Expenditure

DDA Staff Director Bruscato updated the DDA Board on the expenditures to fix the boiler in the Saxton's properties.

RESOLUTION

The following resolution was offered by Director Frisbie and seconded by Director Parent.

WHEREAS The Downtown Development Authority Board recently purchased the Saxton's property which includes three businesses (Saxton's, Royalty Seats and Plymouth Train Shop) plus two apartments, and

WHEREAS The DDA is the property manager for the site and maintains upkeep of the facility, and

WHEREAS the DDA the boiler that services three businesses and two apartments went out, leading to replacement of the boiler,

NOW THEREFORE BE IT RESOLVED the DDA Board of Directors votes pay Harford & Ratliff of Novi \$17,350 to replace the boiler. The funds will be paid from Acct. No. 248 445 818 000, Contractual Services for the Saxton's Property.

MOTION PASSED UNANIMOUSLY

c. Election of officers

Director Frisbie made a motion and Director Yaquinto seconded the motion to nominate Chairperson Wolcott as DDA Chairperson for 2016.

Mayor Dwyer made a motion to close nomination seconded by Vice Chairperson Lebovitz. MOTION PASSED UNANIMOUSLY.

The motion to maintain Wolcott as DDA Chairperson for 2016 was passed unanimously.

Director Frisbie made a motion and Director Potter seconded the motion to nominate Vice Chairperson Lebovitz as DDA Vice Chairperson for 2016.

Mayor Dwyer made a motion to close nomination seconded by Director Yaquinto. MOTION PASSED UNANIMOUSLY.

The motion to maintain Lebovitz as DDA Vice Chairperson for 2016 was passed unanimously.

8. Reports and Correspondence

- a. Saxton's expenditure tab: The Board was given an up-to-date list of the costs associated with upkeep of the Saxton's property.

9. Adjournment

Director Potter made a motion to adjourn the meeting. Director Smith seconded the motion.

MOTION CARRIED UNANIMOUSLY

Meeting adjourned at 9:00 p.m.



ADMINISTRATIVE RECOMMENDATION

To: DDA Board
From: DDA Staff
CC: S:\DDA\Shared Files\DDA Board\DDA Agendas\DDA Agendas 2016\February
Date: 2/8/2016
Re: Saxton's leases

BACKGROUND:

The DDA Board, at its December meeting, requested staff research fair market value leases for all the tenants at the Saxton's property. The leases could possibly include tenants paying increased rent, as well as taxes and utilities.

After discussions with several Realtors and DDA Director Dan Amos, who is familiar with calculating leases, staff has determined a more market-value lease agreement for Saxton's Power Equipment, Plymouth Train Shop and Royalty Seats, as well as two apartment tenants.

For clarification, at the time of the DDA's purchase of the property, Saxton's was occupied in one of the back buildings providing only repairs for lawn mowers and snow blowers. When it was determined the DDA would soon demolish the back buildings, Tom Vanmoorleghem (the owner) was invited to move into the larger retail space. No changes were made in the lease because at that time it was thought we would soon be demolishing the remaining buildings on site. It was at that time Tom began filling the space with inventory of lawn mowers and snow blowers.

Currently, all tenants except Saxton's pay their own electric bills. Saxton's agreement with the previous owner didn't include paying for electricity. That has been paid by the DDA since we purchased the property in April 2015.

None of the tenants is assessed the cost to pay for natural gas, which has been paid by the DDA. There is only one meter for the entire complex, making it difficult to assess for each tenant.

None of the tenants has been assessed a water bill, which has been paid by the DDA.

And, no portion of the taxes has been taken into account in the current leases.

In determining the proposed new leases, staff took into account the information received by the Realtors and Dan Amos, downtown market trends, and the need to recuperate our costs -- including taxes -- on the property.

The proposed leases do represent an increase for the tenants, but not at the top of the market-value scale. However, they do allow for the expenditure of tax dollars more responsibly by allowing the DDA to pay the bills associated with the property, as well as a reserve to help pay for needed upkeep and repairs.

RECOMMENDATION

Staff recommends new, one-year leases be offered to the tenants of the Saxton's property; to begin April 1, 2016.

	Sq. ft	Current	Proposed
Saxton's Power Equipment:	10,000	\$1,500	\$6,500
Plymouth Train Shop	600	\$675	\$800
Royalty Seats	600	\$680	\$800
Apt. A (small)	850	\$650	\$825
Apt. B (large)	2,000	\$1,600	\$2,000

RESOLUTION

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

WHEREAS The Downtown Development Authority Board recently purchased the Saxton's property which includes three businesses (Saxton's, Royalty Seats and Plymouth Train Shop) plus two apartments, and

WHEREAS The current tenants are on month-to-month leases that are under market value and don't compensate for maintenance costs associated with the property and buildings, and

WHEREAS the DDA has been subsidizing tenants by paying for the utilities and taxes from DDA funds,

NOW THEREFORE BE IT RESOLVED the DDA Board of Directors votes to bring the monthly leases more in line with market values by offering tenants new, one-year leases that will begin on April 1, 2016.

	Current	Proposed
Saxton's Power Equipment:	\$1,500	\$6,500
Plymouth Train Shop	\$675	\$800
Royalty Seats	\$680	\$800
Apt. A (small)	\$650	\$825
Apt. B (large)	\$1,600	\$2,000

NOW FURTHER BE IT RESOLVED that if any of the tenants declines the new lease they be given 30 days notice to vacate the property.

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "Lease"), made this ___ day of _____, 20__ by and between CITY OF PLYMOUTH DOWNTOWN DEVELOPMENT AUTHORITY, having its principal office at 831 PENNIMAN PLYMOUTH, MI 48170, ("Landlord") and SANTON'S POWER EQUIPMENT LLC, having its principal office at 587 W. ANN ARBOR TR. PLYMOUTH, MI 48170 ("Tenant").

1. **Description of the Premises.** Landlord, in consideration of the rent to be paid and the covenants to be performed by Tenant, does hereby demise and lease unto Tenant, and Tenant hereby rents from Landlord, those certain premises, which are a part of that certain land and buildings located in the City of Plymouth, County of Wayne, State of Michigan (hereinafter referred to as the "Property") shown on the site plan marked **Exhibit A** attached hereto (the "Site Plan"). The Property is more particularly described in **Exhibit B** attached hereto. The premises (the "Premises") which Landlord hereby demises and leases unto Tenant consists of approximately 10,000 square feet of area, with a postal address of 587 W. ANN ARBOR TR.. In conjunction with its use of the Premises, Tenant shall have the right to use ___ parking space(s) adjacent to the Premises as shown on the attached **Exhibit A**.

2. **Basic Lease provisions.** The basic Lease provisions are stated below and further explained in the section referenced to the right of each provision:

- (a) Term: 1 years (See §3)
- (b) Commencement Date: APRIL 1, 2016 (See §3)
- (c) Termination Date: MARCH 31, 2017 (See §3)
- (d) Monthly installment amount: \$ 6,500 ; per month; (See §4)
- (e) Security deposit: \$ - (See §6)
- (f) Use: RETAIL, REPAIR SERVICE (See §12)

3. **Term.** This Lease shall be for a term stated in section 2(a) commencing on the date stated in section 2(b) (the "Commencement Date") and terminating on the date stated in section 2(c) (the "Termination Date"). The term "lease year" as used herein shall be defined to mean a period of twelve (12) consecutive calendar months. The first lease year shall begin on the Commencement Date of the term of this Lease if such Commencement Date shall occur on the first day of a month; if not, then the first lease year shall commence on the first day of the month following the Commencement Date of the term hereof. Each succeeding lease year shall commence on the anniversary date of the first lease year.

4. **Minimum Rent.** Tenant shall pay to Landlord as minimum rent the sum stated in section 2(d) (the "Minimum Rent"), payable in monthly installments due in advance, on the first day of each month during the term of this Lease. All Minimum Rent shall be paid to Landlord at the address set forth above or at such other address as Landlord may designate in writing, without any prior demand and without any deduction or offset. In the event the term of this Lease begins on a day other than the first day of a calendar month, the Minimum Rent payable for such month shall be prorated upon a daily basis based upon a thirty (30) day calendar month.

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "Lease"), made this ___ day of _____, 20__ by and between CITY OF PLYMOUTH DOWNTOWN DEVELOPMENT AUTHORITY, having its principal office at 831 PENN. MAN PLYMOUTH, MI 48170, ("Landlord") and ROYALTY SEATS, LLC, having its principal office at 585 W. ANN ARBOR TR. PLYMOUTH, MI 48170 ("Tenant").

1. **Description of the Premises.** Landlord, in consideration of the rent to be paid and the covenants to be performed by Tenant, does hereby demise and lease unto Tenant, and Tenant hereby rents from Landlord, those certain premises, which are a part of that certain land and buildings located in the City of Plymouth, County of Wayne, State of Michigan (hereinafter referred to as the "Property") shown on the site plan marked **Exhibit A** attached hereto (the "Site Plan"). The Property is more particularly described in **Exhibit B** attached hereto. The premises (the "Premises") which Landlord hereby demises and leases unto Tenant consists of approximately 600 square feet of area, with a postal address of 585 W. ANN ARBOR TR. PLYMOUTH, MI 48170. In conjunction with its use of the Premises, Tenant shall have the right to use ___ parking space(s) adjacent to the Premises as shown on the attached **Exhibit A**.

2. **Basic Lease provisions.** The basic Lease provisions are stated below and further explained in the section referenced to the right of each provision:

- (a) Term: 1 years (See §3)
- (b) Commencement Date: APRIL 1, 2016 (See §3)
- (c) Termination Date: MARCH 31, 2017 (See §3)
- (d) Monthly installment amount: \$ 800 ; per month; (See §4)
- (e) Security deposit: \$ - (See §6)
- (f) Use: TICKET SALES (See §12)

3. **Term.** This Lease shall be for a term stated in section 2(a) commencing on the date stated in section 2(b) (the "Commencement Date") and terminating on the date stated in section 2(c) (the "Termination Date"). The term "lease year" as used herein shall be defined to mean a period of twelve (12) consecutive calendar months. The first lease year shall begin on the Commencement Date of the term of this Lease if such Commencement Date shall occur on the first day of a month; if not, then the first lease year shall commence on the first day of the month following the Commencement Date of the term hereof. Each succeeding lease year shall commence on the anniversary date of the first lease year.

4. **Minimum Rent.** Tenant shall pay to Landlord as minimum rent the sum stated in section 2(d) (the "Minimum Rent"), payable in monthly installments due in advance, on the first day of each month during the term of this Lease. All Minimum Rent shall be paid to Landlord at the address set forth above or at such other address as Landlord may designate in writing, without any prior demand and without any deduction or offset. In the event the term of this Lease begins on a day other than the first day of a calendar month, the Minimum Rent payable for such month shall be prorated upon a daily basis based upon a thirty (30) day calendar month.

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "Lease"), made this ___ day of _____, 20__ by and between CITY OF PLYMOUTH DOWNTOWN DEVELOPMENT AUTHORITY, having its principal office at 831 PENNIMAN PLYMOUTH, MI 48170, ("Landlord") and PLYMOUTH TRAIN SHOP, LLC, having its principal office at 583 W. ANN ARBOR TR. PLYMOUTH, MI 48170 ("Tenant").

1. **Description of the Premises.** Landlord, in consideration of the rent to be paid and the covenants to be performed by Tenant, does hereby demise and lease unto Tenant, and Tenant hereby rents from Landlord, those certain premises, which are a part of that certain land and buildings located in the City of Plymouth, County of Wayne, State of Michigan (hereinafter referred to as the "Property") shown on the site plan marked **Exhibit A** attached hereto (the "Site Plan"). The Property is more particularly described in **Exhibit B** attached hereto. The premises (the "Premises") which Landlord hereby demises and leases unto Tenant consists of approximately _____ square feet of area, with a postal address of _____.

In conjunction with its use of the Premises, Tenant shall have the right to use ___ parking space(s) adjacent to the Premises as shown on the attached **Exhibit A**.

2. **Basic Lease provisions.** The basic Lease provisions are stated below and further explained in the section referenced to the right of each provision:

- (a) Term: 1 years (See §3)
- (b) Commencement Date: APRIL 1, 2016 (See §3)
- (c) Termination Date: MARCH 31, 2017 (See §3)
- (d) Monthly installment amount: \$ 800; per month; (See §4)
- (e) Security deposit: \$ - (See §6)
- (f) Use: RETAIL (See §12)

3. **Term.** This Lease shall be for a term stated in section 2(a) commencing on the date stated in section 2(b) (the "Commencement Date") and terminating on the date stated in section 2(c) (the "Termination Date"). The term "lease year" as used herein shall be defined to mean a period of twelve (12) consecutive calendar months. The first lease year shall begin on the Commencement Date of the term of this Lease if such Commencement Date shall occur on the first day of a month; if not, then the first lease year shall commence on the first day of the month following the Commencement Date of the term hereof. Each succeeding lease year shall commence on the anniversary date of the first lease year.

4. **Minimum Rent.** Tenant shall pay to Landlord as minimum rent the sum stated in section 2(d) (the "Minimum Rent"), payable in monthly installments due in advance, on the first day of each month during the term of this Lease. All Minimum Rent shall be paid to Landlord at the address set forth above or at such other address as Landlord may designate in writing, without any prior demand and without any deduction or offset. In the event the term of this Lease begins on a day other than the first day of a calendar month, the Minimum Rent payable for such month shall be prorated upon a daily basis based upon a thirty (30) day calendar month.

RESIDENTIAL LEASE AGREEMENT

NOTICE: Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

THIS RESIDENTIAL LEASE AGREEMENT (the "Lease") is effective as of APRIL 1, 2016, by and between CITY OF PLYMOUTH DOWNTOWN DEVELOPMENT AUTHORITY (the "Landlord") and JOSEPH C. MCGLINN (collectively and jointly referred to as the "Tenant"), on the terms and conditions set forth below.

1. **Premises.** Landlord leases to Tenant the dwelling located at 585 W. ANN ARBOR TR. APARTMENT B (the "Premises"), including ___ parking spaces, and together with any furnishings, fixtures, personal property, and appurtenances furnished by Landlord for Tenant's use, for the Term of this Lease. Tenant has received a move-in inventory checklist and will return a completed copy of it to Landlord within seven (7) days after receiving it. The Premises are conclusively presumed to be in good condition at move-in, unless Tenant specifies objections on the move-in inventory checklist. Such objections are not a request for repairs.

2. **Term and Possession.** The term of this Lease shall begin on APRIL 1, 2016 and end on MARCH 31, 2017 (the "Term"). Possession will be provided only after the first month's rent and Security Deposit are paid to Landlord.

3. **Rent.** The Tenant shall pay the Landlord, by check or money order, monthly rent in the amount of _____ (\$2,000) (the "Rent"), on the first day of each month during the Term of this Lease. The Tenant shall pay the first monthly installment when the Tenant signs the lease. Rent is paid only when actually received by Landlord.

4. **Place of Payment and Notices.** Notices to Tenant (excluding security deposit claim notices) shall be delivered or mailed to the Premises. Tenant's rent, other charges/fees, and notices to Landlord, including security deposit communications, shall be delivered or mailed to Landlord at 201 S. MAIN PLYMOUTH, MI 48170. Notices required by this Lease or by law shall be in writing. Notices that are mailed using the U.S. Postal Service (including security deposit claim notices) are deemed received by the other party on the next regular day for delivery of mail after being properly addressed, stamped with sufficient postage, and deposited in a United States mailbox.

5. **Default and Remedies.** Tenant's noncompliance with any covenant of this Lease is a default. If Tenant defaults, Landlord may have all remedies legally permitted, including termination of this tenancy and declaring all remaining rental installments immediately due and owing. Landlord may terminate this tenancy on 24 hours written notice if Tenant (or any one of them), a member of Tenant's household, or other person under Tenant's control unlawfully manufactures, delivers, possesses with intent to deliver, or possesses a controlled substance on the Premises. Tenant shall reimburse Landlord for all legal fees, costs, and expenses legally recoverable and for all damages caused by their default, including costs of re-renting the Premises, such as showing, advertising, and preparing them; all lost rent for the remainder of the term and succeeding terms for which Landlord and Tenant have a lease and for which Landlord does not collect through mitigation; and the maximum amount of interest allowed by Michigan law on Tenant's debt, from the date Tenant vacates. In the event of a default, either party may have a court determine the actual amount owed.

RESIDENTIAL LEASE AGREEMENT

NOTICE: Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

THIS RESIDENTIAL LEASE AGREEMENT (the "Lease") is effective as of APRIL 1, 2016, by and between CITY OF PLYMOUTH DOWNTOWN DEVELOPMENT AUTHORITY (the "Landlord") and ROBERT WOOD (collectively and jointly referred to as the "Tenant"), on the terms and conditions set forth below.

1. **Premises.** Landlord leases to Tenant the dwelling located at 585 W. ANN ARBOR TR., APARTMENT A (the "Premises"), including parking spaces, and together with any furnishings, fixtures, personal property, and appurtenances furnished by Landlord for Tenant's use, for the Term of this Lease. Tenant has received a move-in inventory checklist and will return a completed copy of it to Landlord within seven (7) days after receiving it. The Premises are conclusively presumed to be in good condition at move-in, unless Tenant specifies objections on the move-in inventory checklist. Such objections are not a request for repairs.

2. **Term and Possession.** The term of this Lease shall begin on APRIL 1, 2016 and end on MARCH 31, 2017 (the "Term"). Possession will be provided only after the first month's rent and Security Deposit are paid to Landlord.

3. **Rent.** The Tenant shall pay the Landlord, by check or money order, monthly rent in the amount of \$ 825 (the "Rent"), on the first day of each month during the Term of this Lease. The Tenant shall pay the first monthly installment when the Tenant signs the lease. Rent is paid only when actually received by Landlord.

4. **Place of Payment and Notices.** Notices to Tenant (excluding security deposit claim notices) shall be delivered or mailed to the Premises. Tenant's rent, other charges/fees, and notices to Landlord, including security deposit communications, shall be delivered or mailed to Landlord at 201 S. MAIN PLYMOUTH, MI 48170. Notices required by this Lease or by law shall be in writing. Notices that are mailed using the U.S. Postal Service (including security deposit claim notices) are deemed received by the other party on the next regular day for delivery of mail after being properly addressed, stamped with sufficient postage, and deposited in a United States mailbox.

5. **Default and Remedies.** Tenant's noncompliance with any covenant of this Lease is a default. If Tenant defaults, Landlord may have all remedies legally permitted, including termination of this tenancy and declaring all remaining rental installments immediately due and owing. Landlord may terminate this tenancy on 24 hours written notice if Tenant (or any one of them), a member of Tenant's household, or other person under Tenant's control unlawfully manufactures, delivers, possesses with intent to deliver, or possesses a controlled substance on the Premises. Tenant shall reimburse Landlord for all legal fees, costs, and expenses legally recoverable and for all damages caused by their default, including costs of re-renting the Premises, such as showing, advertising, and preparing them; all lost rent for the remainder of the term and succeeding terms for which Landlord and Tenant have a lease and for which Landlord does not collect through mitigation; and the maximum amount of interest allowed by Michigan law on Tenant's debt, from the date Tenant vacates. In the event of a default, either party may have a court determine the actual amount owed.



Information Only

To: DDA Board
From: DDA Staff
CC: S:\DDA\Shared Files\DDA Board\DDA Agendas\DDA Agendas 2016\February
Date: 01/14/2016
Re: Patio tents

DDA staff has received a request from Board Director Frank Yaquinto to erect tents on his sidewalk patio (Compari's, Fiamma, Sardine Room) in the early part of the outdoor dining season, which begins April 1. The request is an effort to combat poor weather during the patio season, which runs through November 1.

During discussion about tents at the Board's January meeting, Chairman Wolcott asked Director Jason Smith if he would look into what other communities are doing in reference to tents on public sidewalks.

Attached is Director Smith's report for the Board.

The DDA also sent the question of what other communities are doing through the Michigan Downtown Association listserv. No one answered about tents being used on public sidewalks for outdoor dining.

According to Community Development Director John Buzuvis, currently there are no regulations against tents. However, in an email John relayed the following:

"Below are the basics of what I learned from the Fire Inspector on enclosed tent seating

- The tent material must be flame resistant
- Two means of egress must be provided
- Lighted exit lights
- Fire extinguishers must be provided
- No heater that produces an open flame and/or uses a combustible for fuel is allowed in the tent area (basically would require electric heater or heater using forced air unit)

The above, and more, is covered in the International Fire Code 2012 Under Membrane Structures (Chapter 31)”

If the Board decides to move forward in allowing tents on public sidewalks, staff would need time to develop regulations and standards, just as with the current outdoor dining policy.

February 5, 2016

City of Plymouth
Downtown Development Authority
831 Penniman
Plymouth, MI 48170

Attention: Mr. Tony Bruscato
DDA Director

RE: Patio Tents

Dear Mr. Bruscato,

At our January 14, 2016 Plymouth Downtown Development Authority Board meeting I was assigned the task of researching examples and the feasibility of downtown restaurants utilizing temporary “patio tents” to provide a sanctuary from inclement weather during the early spring months and late fall months in order to allow downtown restaurants the ability to utilize their outdoor patio areas even when weather is not ideal for outdoor dining. Below are my findings for the DDA board to consider and discuss:

Methodology

- I researched local zoning codes through Municode and read many outdoor dining requirements that other like-communities in Michigan have related to this topic. Communities researched included Birmingham, Northville, Ann Arbor, and Royal Oak.
- In addition, I researched communities outside of Michigan who may have requirements related to temporary outdoor patio tents.
- A google search was conducted to obtain photos that show examples of temporary outdoor patio tents for outdoor dining.
- I had discussions with a number of Community Planners on this subject.

Findings

Through my research I did not find any requirements that refer to “patio tents” or requirements governing their use in a downtown or commercial setting. But, one common practice and terminology used for said practice is “non-permanent cover”. This consists of, but is not limited to, things like canopies, awnings, and removable side walls. In every case, any non-permanent cover would be subject to City approval. Most communities address the use of these non-permanent covers through an adopted Outdoor Dining Policy and their local building code.

The municipal building code and zoning code would need to be followed and the City has the right to review the aesthetic nature of the request and the impact the non-permanent cover would have on views, pedestrian traffic, ADA accessibility, adjacent businesses, safety, and storm water runoff.

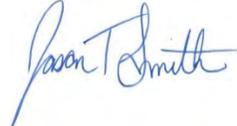
The City of Plymouth Outdoor Dining Policy Guidelines does not explicitly address non-permanent cover. If the DDA Board and the City find that the use of non-permanent cover for downtown restaurants is desirable, then the City of Plymouth Outdoor Dining Policy Guidelines should be revisited and requirements governing the use of these covers should be drafted and included in this policy.

Conclusion

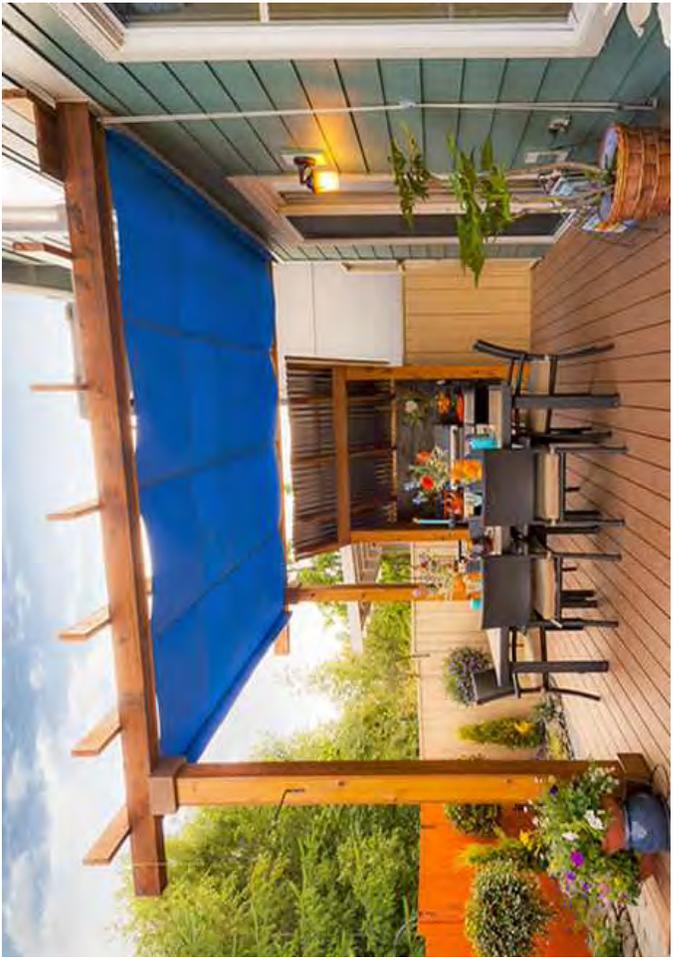
For discussion purposes, I have included with this report 28 example pictures of various applications of non-permanent covers for outdoor dining. In addition, I have provided the City of Plymouth Outdoor Dining Policy which was found online.

This report and the information provided is simply for the DDA Board's review and consideration in an effort to have a more in depth and informed conversation about this topic.

Sincerely,

A handwritten signature in blue ink that reads "Jason T. Smith". The signature is written in a cursive style with a large initial "J" and "S".

Jason Smith
City of Plymouth
Downtown Development Authority

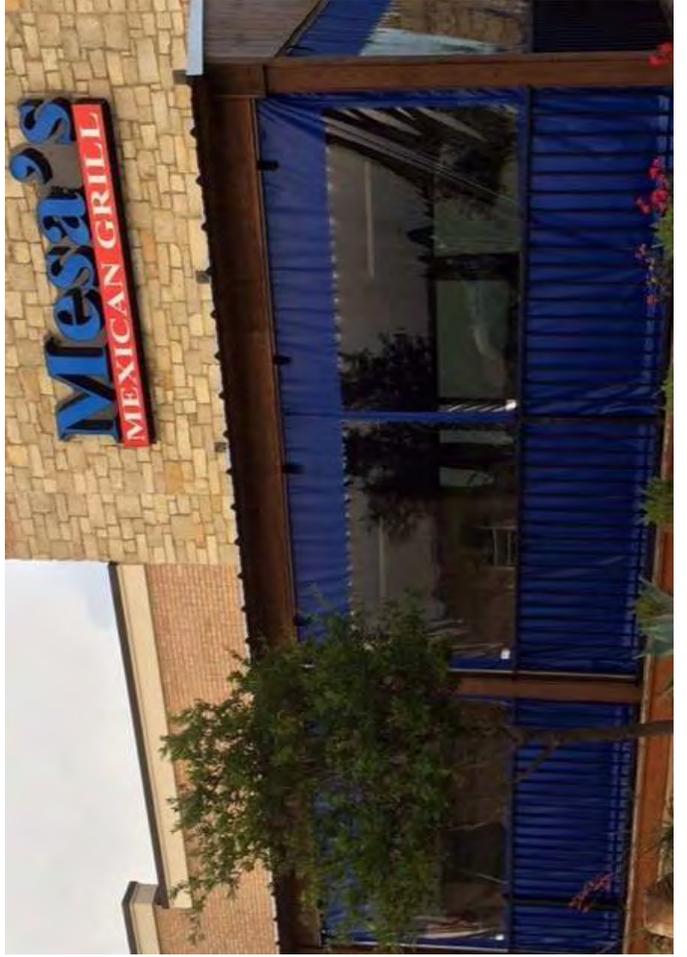
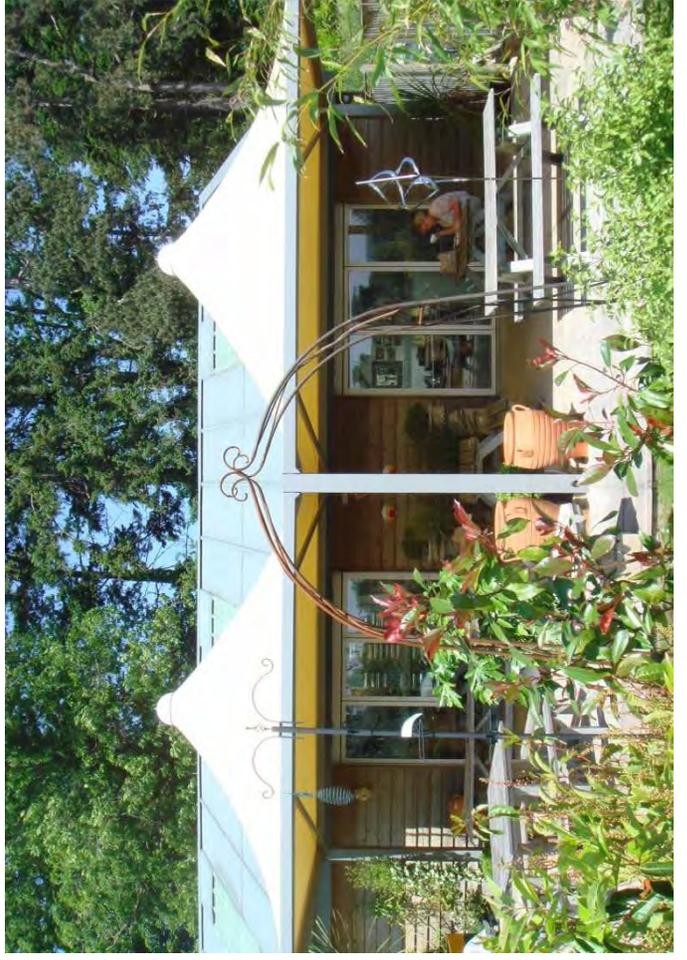


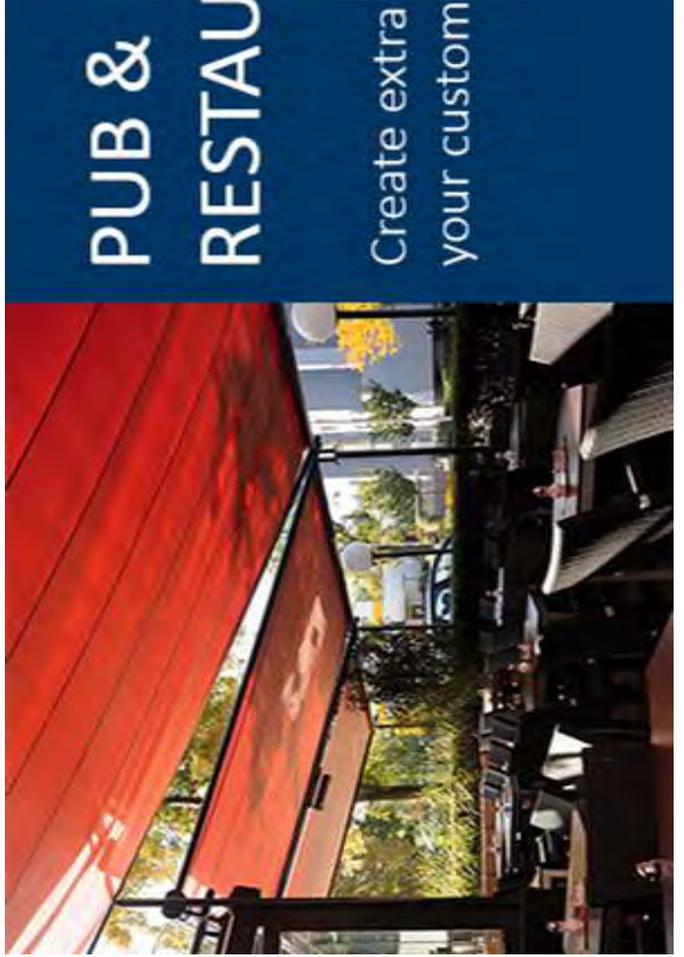
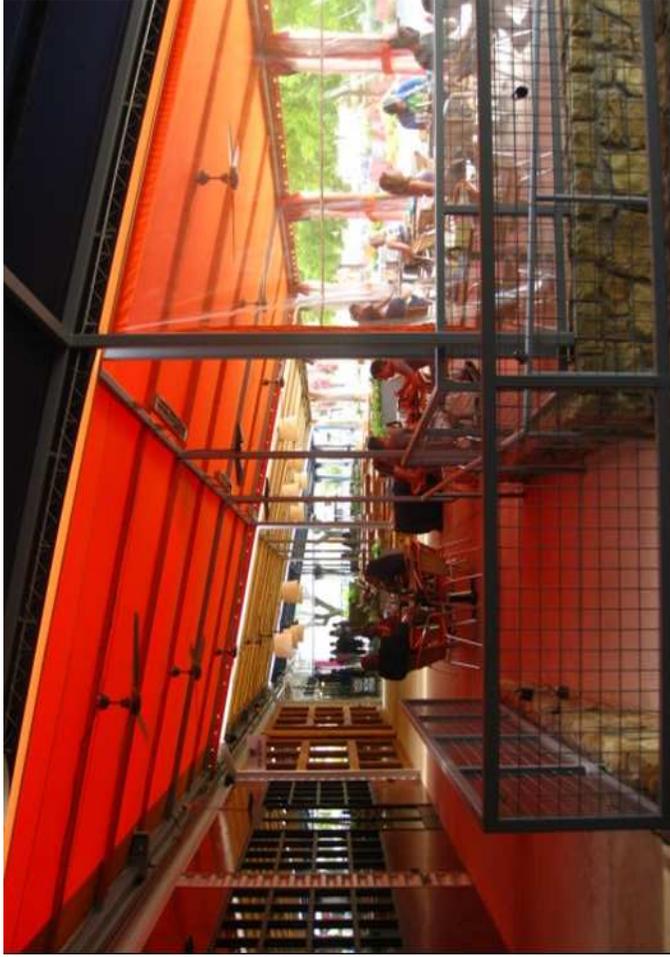
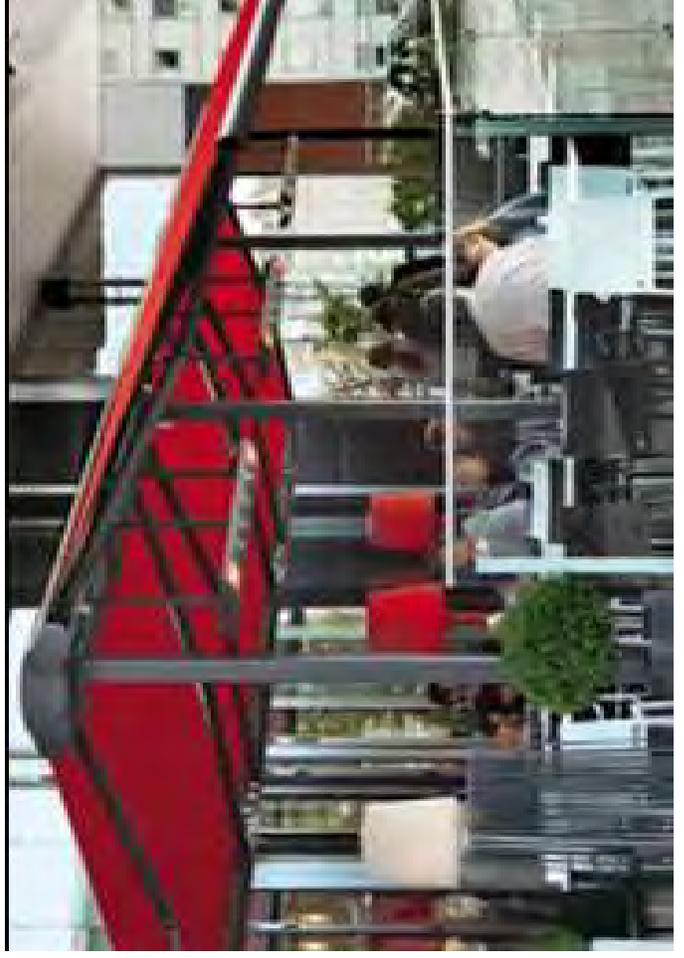












PUB & RESTAURANT

Create extra
your custom

Permit No. _____

APPLICATION FOR OUTDOOR DINING PERMIT

CITY OF PLYMOUTH, MICHIGAN
201 S. Main Street, Plymouth, MI 48170-1688
(734) 453-1234 EXT. 232
Web Site: www.ci.plymouth.mi.us

TO THE CITY OF PLYMOUTH BUILDING OFFICIAL:

The undersigned hereby applies for an Outdoor Dining permit according to the following statement:

PLEASE PRINT OR TYPE

1. Name of Business _____

2. Owner _____ Phone _____

Address _____ City _____ State ____ Zip _____

3. Applicant _____ Phone _____

Address _____ City _____ State ____ Zip _____

4. Area of dining space in square feet: _____

5. Attach one (1) set of site plans.

Signature of applicant: _____

Conditional Approval (see attached conditions) _____

Application Fee: \$250.00 Non-liquor establishments with three or fewer tables: \$100.00

Square footage Fee: _____

By: _____
Building Official

By: _____
Police Chief

Date: _____

TOTAL FEE: \$ _____

OUTDOOR DINING POLICY GUIDELINES
CITY OF PLYMOUTH
201 S. MAIN
PLYMOUTH, MI 48170
(734) 453-1234 Ext. 232
Contact Person: Building Dept.

CHECK LIST FOR INSPECTION OF THE OUTDOOR DINING AREA

This list includes items that the city inspector will check before the Outdoor Dining Permit will be issued. The Owner/Management may use this list to check their site plan before submitting to the Building Department.

The Owner/Management must submit an outdoor dining permit application (It must state on the application the hours of opening and the time cleared and closed by), an insurance waiver with the City of Plymouth named as an additional insured, a copy of the video camera specifications, along with a site plan. These Four items are required for your Outdoor Dining Permit submittal.

An additional fee of \$1.50 per square foot will be charged for public area used as determined by the Building Official.

SITE PLAN MUST INCLUDE:

1. Dimensions to all trees, lights, hydrants, curbs, ramps, doors that open into café area, buildings and other obstructions.
2. Show a minimum of 6 feet of sidewalk width from the above listed items to enclosed area of tables & chairs, for pedestrian traffic in sidewalk café areas.
3. Delineate the location and layout of the café in relation to the building and the building entrance.
4. Provide dimensions of café area for calculation of Café Square Footage.
5. Any fencing/railings shall have vertical balusters with a space between vertical members not greater than 4 inches. The minimum rail height shall be 36 inches with a maximum height of 42 inches. Fencing materials used should be black or “streetscape” green and should resemble “Wrought Iron”.
6. A note shall be included on the plan detailing that the tables and chairs shall be stacked and locked, left in place or moved inside when the facility is closed.

**OUTDOOR DINING PERMITS ARE GOOD FOR ONE SEASON AND
MUST BE OBTAINED ANNUALLY.**

City of Plymouth Outdoor Dining Policy

Revised & Adopted by the City Commission on January 21, 2013

Outdoor dining service may be permitted when operated by an existing food and/or beverage establishment, provided the operation complies with the following conditions:

Fees & Permits

1. All businesses proposing outdoor dining shall submit an application depicting the location and layout of the dining area to the building department for approval. Approval of the application shall be subject to compliance with this policy and all applicable building codes.
2. Fees for outdoor dining shall consist of an application fee and a fee based on the square footage of area used for the dining area, fees shall be determined by resolution of the City Commission.
3. Before receiving an outdoor dining permit, the applicant shall pay all required fees.
4. Prior to issuance of an outdoor dining permit, the City's finance department shall verify that there are no outstanding fees owed to the City by the person or entity requesting an outdoor dining permit. An outdoor dining permit will not be issued until all outstanding debts to the City of Plymouth are paid in full.
5. Each establishment shall comply with any and all regulations issued by the State of Michigan, County of Wayne, and the City of Plymouth.
6. All outdoor dining operations shall indemnify and hold the City free, clear, and harmless from any and all claims arising out of the operation of the outdoor dining area. The City shall be added as a named insured on the application/operator's general liability insurance policy and provide the City with a copy of the certificate of insurance. The operator shall carry insurance in the amount of \$500,000 per person, per incident, for general and product liability and have umbrella coverage in the amount of \$1,000,000.
7. No additional off-street parking shall be required for outdoor dining.
8. The maximum number of outdoor dining seats in a patio café will be determined by a formula: The square footage divided by 8.5. For example: If the patio is 200-square-feet, divided by 8.5, the maximum number of seats is 24.
9. The City shall have the right to prohibit the operation of outdoor dining because of anticipated or actual problems or conflicts in the use of the business. Some problems may arise from, but are not limited to, festivals and similar events, parades, or repairs to the street, sidewalk or utilities within the public right of way. To the maximum extent possible, the outdoor dining owner will be given prior written notice of any time period during which the operating of the outdoor dining may be impacted.

Construction

For Sidewalk Cafés

1. A minimum of six (6) unobstructed feet of sidewalk width must be maintained to permit the free flow of pedestrian traffic. Clearance of six feet will be measured from any door that opens onto the sidewalk, any tree, light pole, curb or other obstruction.
2. Café facilities shall not extend beyond the curb or in front of adjacent businesses. Café facilities may extend in front of adjacent businesses if written consent is obtained from the affected adjacent property owners.
3. Sidewalk cafés shall not disrupt street or sidewalk drainage or impound water.
4. An inspection of all café facilities by the Building Department and Police Department is required before opening the premises for use.

Operation & Maintenance

1. The exterior of the premises shall be kept in a clean, orderly and maintained condition. Sidewalks shall be cleaned daily with water by the Café operator to prevent buildup of dirt and grease. Each establishment with an outdoor café must sweep the frontage sidewalk clear of cigarette butts and garbage during hours of operation and following the closure of the outdoor café for the evening. No remnants of cigarette butts or trash will be visible outside the establishment after closing.
2. The DDA will contract with a power washing company for cleaning of sidewalk cafes of all establishments with an outdoor café, once per month during the café season. The cost for power washing will be divided among the establishments that have an outdoor café on city property, with the bill assessed on a “per square foot” basis. The DDA will contract with the power washing company that has the successful bid to power wash sidewalks throughout the entire downtown, generally four times a year. There will not be a charge if the scheduled power washing for all businesses coincides with the scheduled monthly power washing for establishments with an outdoor café..
3. Cafes shall be permitted to operate for the period of April 1 to November 1 only and may be used only during normal operation hours of the applying establishment. Evening operations of the cafes shall be limited and shall cease operations by 10:00pm, except in the Downtown Development Authority District.
4. For liquor serving establishments, security cameras must be mounted on private property to give adequate coverage of the outdoor café. The specifications are attached, and can be changed as technology changes. All cameras must have the approval of the Police Chief before being installed. That includes both the number of cameras needed and the specifications of the cameras to be installed. Each day’s video recording must be saved for at least seven days. Upon request, establishments must make video available to the Police Department for investigations within 48 hours of the request. Failure to do so WILL result in immediate suspension of the sidewalk café, AND revocation of the sidewalk café permit for the remainder of the season.

5. In the Downtown Development Authority District only, cafés shall be allowed to continue service until 11:00pm, Sunday through Wednesday and be closed and clear at 11:30 pm. Cafes shall be allowed to continue service until 12:00am. (Midnight) on Thursday, Friday and Saturday and be closed and clear at 12:30am.
6. All food preparation shall be performed inside the premises.
7. Cafés shall be permitted to serve alcohol only to patrons who are seated in the establishment's designated café seating area.
8. Containers for cigarette butts must be made available to patrons outside each establishment with an outdoor café. The containers, free standing or attached to private property, must meet the standards and be approved by the Downtown Development Authority staff. No unauthorized containers, coffee cans or other receptacles are allowed.
9. Establishments with an outdoor café are only allowed to store and secure the number of seats allowed per establishment, tables and propane heaters each night. At the end of business, tables and chairs can be stacked against the wall, left standing in place or stored inside the establishment. Additional property, not limited to but including cleaning materials, are not allowed to be stored outside during or after café hours.
10. Each establishment with an outdoor café on city property must have a 36-inch high by 24-inch wide sign attached to the fencing and/or the entrance of the patio café, noticeable to all patrons that reads:

Local City & State Ordinances for Outdoor Public Seating

1. No smoking in the patio
2. All patrons must be seated in the patio
3. No pets allowed on the inside of the patio
4. All alcohol must be brought across the sidewalk by an (establishment name) employee
5. City Ordinances Pertaining to Hours of Operation for Establishments inside the Downtown Development Authority District (DDA).
Sunday-Wednesday, Last call will be at 11 p.m. and all patrons must be inside by 11:30 p.m.
Thursday-Saturday, Last call will be at 12 a.m. and all patrons must be inside by 12:30 a.m.
6. Establishments outside the DDA area shall have last call at 9:30 PM and all patrons must be inside by 10:00 PM every day.

Outdoor dining areas shall abide by the City's Noise Ordinance.

General Regulations

1. Contracts to permit Outdoor Dining shall not exceed one (1) season, (April 1 to November 1). Temporary contracts for a special event occurring between November 2 and March 31 shall be permitted but may not exceed 14 days, or more than one per year and are subject to the same conditions and fees established for non-temporary permits.
2. Failure to comply with all state, county and municipal laws and this policy shall result in the immediate revocation of the authority to operate Outdoor Dining by the City Manager.
3. All denials of applications and revocations of said authority to operate may be appealed to the City Commission, whose decision is final. (Note: The use of public right of way is subject solely to the control of the City Commission.)
4. Appeals of revocations shall stay further proceedings and the applicant shall be permitted to continue the outdoor café operation pending a decision by the City Commission. Provided, if a violation poses an immediate danger to the public's health, safety, or general welfare, the City Manager or his designee may order the suspension of all outdoor dining operations pending a hearing and the applicant shall cease carrying on such activities pending such hearing.
5. All applicants, prior to being issued a permit to operate a café, shall enter into a written contract whereby the City shall "permit" the operation and the owner/applicant shall acknowledge the conditions and the City's authority to revoke the permit upon failure to comply with any of the conditions set forth herein.

Fee Schedule (Amended)

Amended January 21, 2008

Application Fee: \$250.00

Sidewalk Usage Fee: \$1.50 /Square Foot/per season

Fee Schedule (Amended)

Amended January 21, 2013

Application Fee: \$100 /Per Season/ for non-liquor establishments with three or less tables.

Sidewalk Patio Video Specs

SECURITY SYSTEM (head unit) SPECS:

- 1) 1 terabyte or greater hard drive
Note: This hard drive sizing will give you the ability to capture more data at a higher resolution and hold that data for a longer duration.
- 2) “APP” for portable devices
Note: These apps give the operator the flexibility to view the system remotely from Smartphones or other devices.
- 3) “USB” or “Flash Drive” ports.
Note: These ports give the operator the ability to transfer and capture data (ie: video) for future viewing.
- 4) Raid configuration ability:
Note: This feature gives the operator the option to add more hard drives for redundancy.
- 5) Remote “IP” address availability:
Note: This feature gives the operator the ability to view all cameras remotely through an offsite computer.
- 6) Balun / Cat 5 wiring”
Note: Using baluns gives the operator the ability to mount a camera anywhere regardless of location of a power source.

Camera Specifications:

Outside camera no less than 600 lines of resolution.

Note: The higher the line resolution the more detailed the field will be.

Note: 700 lines are sufficient for lower “HD” quality.

Working example:

- 1) 700-1080 resolution.
Note: When scanning or searching the hard drive for an issue the higher resolution camera will make it easier to identify your target while scanning in fast forward or rewind mode.
- 2) 3.1 millimeter lens
Note: This will give you the widest target area while maintaining clarity.
- 3) Infrared “LED” is at .1 lux.
Note: This gives you your brightness level at night. The lower the “lux” value the brighter the image.
- 4) 60-foot Throw
Note: Throw is target depth. The longer the throw the farther out your target area.

Saxton's Property Expenditure Tab (After Property Acquisition)

***Total monthly rent collected is \$5,130.

