

**Final**  
**CHARTER TOWNSHIP OF COMMERCE**  
**DOWNTOWN DEVELOPMENT AUTHORITY**  
**Tuesday, July 20, 2021**  
**Commerce Township Hall**  
**2009 Township Drive**  
**Commerce Township, MI 48390**  
**12:00 PM**

**CALL TO ORDER:** The Meeting was called to order by Chairperson Gotts at 12:00pm.

**Downtown Development Authority:**

**Present:** Debbie Watson, DDA Director  
James Gotts, Chairperson  
Dan Lublin, Vice Chairperson  
Larry Gray, Township Supervisor  
David Smith, Member  
Tim Hoy, Member  
Brian Winkler, Member  
Jose Mirkin, Member  
Steve Matta, Member

**Absent:** Susan Spelker, Member (excused)

**Also Present:** Melissa Creech, DDA Secretary  
Molly Phillips, DDA Treasurer  
Thomas Rauch, DDA Attorney  
Matt Schwanitz, Giffels-Webster, DDA Engineer  
Randy Thomas, Insite Commercial  
Dave Campbell, Township Planning Director  
Abigail Mundy, DDA Assistant

**Agenda**

Chairperson Gotts – We will adjust our agenda.

Director Watson – We’re going to add Item C. under Attorney’s Report for First & Main Estoppel Certificates.

**Introduction: Abbie Mundy, DDA Assistant**

Director Watson – Abbie Mundy is our new DDA Assistant. She has a Bachelor’s in Psychology from Oakland University. We hope this will be an interesting adventure here for her, and we thought politics and psychology would go great together. What I’d like to do is go around the table and have each of us introduce ourselves to Abbie.

The Board members and consultants provided their titles and background information, along with their years of service and dedication to the DDA. It was noted that all Board members are volunteers.

**Item 1: Approval of Minutes**

**MOTION** by Lublin, seconded by Mirkin, to approve the Regular Meeting Minutes of June 15, 2021, as presented. **MOTION CARRIED UNANIMOUSLY**

## **Item 2: Public Comments**

Pauline Saroki, 2164 Holly Berry, Commerce Township – I'm the Vice President of our Association. Anyone who is not familiar with Holly Berry, we're just right across Welch. We're a one-street subdivision and my request is that we get to hook-up with sidewalks. I think our street is very dangerous. The kids wait on it in the winter. It's dark, it's slippery, it's indented. The cars go down at 50mph. It's just a very dangerous situation on our corner. In addition, now you've got people trying to get over to the bike path. There's really nowhere on the side of the road to walk or to ride. It's very rough.

I don't know why we're not connected. I don't think it's fair. This is our community and we deserve to be a part of it. We're asking you, with all these years of experience and all the brain power at this table, to figure out a way to hook us up. And, maybe we've got additional funding coming with COVID money. We'd really appreciate it.

Chairperson Gotts – Thank you. We'll certainly take that under advisement. That's something that perhaps our Supervisor can address, because there are a lot of different bureaucratic interventions in this, including the Road Commission, the Planning Commission, and other parties that have to cohesively understand the problem. For the record, your complaints are noted and we will try to find an expeditious resolution.

Pauline Saroki – Thank you.

Discussion took place between Lublin and Smith regarding a potential easement in that area. Smith would have to look it up.

Pauline Saroki – For those kids in the morning for the bus, it's really dangerous. The County does not get out there. They hardly ever do our road. We pay separately, but that is a very slippery spot and it's dark. There's nowhere for them to stand if they're not on somebody's property.

David Smith – We're all for sidewalks.

Director Watson – Pauline, I can give you my card. That way, you can email me and we'll have your contact information so we can follow-up with you.

Chairperson Gotts – Thank you for calling this to our attention.

## **Item 3: Insite Commercial Report**

Randy Thomas provided an overview of the Insite report submitted in the DDA Board's packet.

- Parcel B1, Phase I – Aikens, Five & Main;
  - This past month, we did fly another developer who is interested in looking at the multi-family component, and may have an interest in a portion of the retail component that would be considered the non-village area. I know Bruce is talking to him because now he has some flights on the schedule.
  - On the revised version of the site plan, I'm guessing what will be changing is primarily the eastern portion of the property. That's where the theater was and he had some entertainment components. That's changing, and I believe it will also be the area where he intends on putting some of the multi-family component.
  - He's reworking the plans. I think he's going to sit down with Dave within the next month, in anticipation of being in front of the Planning Commission in October.

- Lastly, we made tremendous progress with the gourmet market. We're at a point where a lease can be signed.
- Parcel B1, Phase II – Aikens, Five & Main; Nothing new to report.

Vice Chairperson Lublin – Randy, is this the phase that the outside developer is looking at?

Randy Thomas – It's somewhat of a moving target right now, because he's talking to different users, some that he will develop and lease to. He will be selling the multi-family residential component to another developer and it will be developed cohesively.

Vice Chairperson Lublin – But that's in their Phase II?

Randy Thomas – It's part of Phase I. There are no plans for Phase II at this time.

Director Watson – I think Phase I includes Phase I-A and I-B.

Randy Thomas – Correct. Based on what he's talking about, it looks like they're probably going to be coming out of the ground early next year, and maybe even doing some ground prep this year. I know he's planning on doing the ring road. The multi-family component can go now. Then he's got some out-lot users that have been at the table for quite some time and they're still interested. I would anticipate that we would see activity fronting Pontiac Trail next year, as well as the residential component being started.

- Parcel C – The hard corner of Pontiac Trail and Haggerty Road; We've had an uptick in activity. I get a lot of phone calls on this. One user that I had mentioned in the past who might be putting in an offer has now gone dark again. I don't know where they're at. We've had several gas station inquiries again. I try to move them down to where I think maybe it could get done at Haggerty and Oakley Park. Nothing solid to report with any immediate offers.
- Parcel F – The acreage in front of the Township Hall; Other than increased traffic, we would like to get our signs back up. They have all been torn down. I don't know if we have received any update?

Director Watson – I have not received an update. I was going to ask you the same. I will follow-up with Lt. Reyes this afternoon.

- Parcel J1 – 2.38 acres on the hard corner of Oakley and Haggerty; We have a party that's interested. They wanted to see what could be developed on the site. Matt was kind enough to produce a diagram outlining what could be put on the property. After this, I'll be dropping it off to them. Maybe we'll have an offer next meeting.

David Smith – And their intent is a store or a gas station?

Randy Thomas – It's a developer in the area who owns real estate adjacent to this. He just wanted to see test-fits on there. Matt laid out a gas station along with some other boxes that maximize the site. It's really constrained because of the high-pressure gas main easement that's there.

David Smith – Right, absolutely.

- Parcel K – The orphan piece across the street; We're happy to report that we will be closing at the end of the month. I don't want to steal Deb's or Tom's thunder. They can share details with you on that.
- Parcel L – 1.8 acres on Haggerty Road; Since we wrote the report, we've had two interesting calls from folks that are looking at it. I don't know how serious they are. One is a restaurant and the other would be a light industrial building.
- Parcel M&N – These are the two out-lots that are being retained by the DDA in the Five & Main development.

#### **Item 4: Director's Report**

Director Watson provided a review of the report that was submitted to the Board in the packet, along with a few updates.

- We've all met Abbie. She will be in the office on Mondays and Tuesdays. I will send out an email to all of you with her email address and cell phone to get you connected with her. She will also be available remotely other days.
- Attorney Rauch will review Abbie's contract today, which runs through December 31, 2021. She and I discussed that we will review the contract again in December and we will be looking at a potential raise for the New Year.

#### **I. Updates on Developers – (Randy covered most updates.)**

- First & Main – Sale closing July 28<sup>th</sup>. Attorney Rauch will cover a few items related to their closing. Treasurer Phillips has been very helpful in ensuring we have provided records of the lien for the CTPA dues they owe of \$8300, and also their overdue property taxes. It looks like those will all be paid at closing.
- Shapiro/Barrington – They received back some of their stolen AC units from the Sheriffs when one of the thieves was captured. Vandals removed the "B" in Barrington from the sign at the roundabout.
- The Space Shop – Parcel K, Self-Storage; The property is scheduled to close by the end of July. We will be reviewing the resolution today. The purchase agreement was amended recently, which I discussed with each of you, to allow them to start staging equipment there and to break ground.

David Smith – Why didn't we get a use fee or something from them, for the extra work we had to do? Aren't they clearing?

Director Watson – Tom, you could attest to this, we really didn't have that much work to do on it. They drafted the entire agreement, Tom reviewed it and I signed it. We had a couple of phone calls. I think if it was just renting the property to stage equipment only, I would have pushed for more. And they are clearing.

The reason I felt inclined to allow this was because they are purchasing the property and we could not move the closing up for them. They were actually ready to close earlier this month, and we couldn't arrange that. We needed to wait for the DDA Board to approve it and pass the resolution. If we could have moved it up for them, that would have been ideal. I felt obligated to help them out in that regard. They have been a really professional developer to work with.

Attorney Rauch – They also put additional hard money down, which is helpful, and they fully indemnified us. They have demonstrated that the insurance is in effect, naming us as additional

insured. As Deb said, it was partially due to the fact that we were not in a position of being able to close early. Unfortunately, they didn't tell us in advance that closing early was a possibility. Remember, our piece of property is an extremely small parcel that provides access to their bigger property. It's very important that they own it, but in fact it's very small.

**II. MTT Judgments** – Molly, can I defer to you on this? Do you have any comments on recent adjustments that were made?

Treasurer Phillips reviewed recent MTT judgments and how the sale of First & Main might impact their taxable value, as the sale will trigger uncapping. She explained that commercial property is not assessed the same way that homes are. Homes are based on sales prices and comps, while commercial is assessed based on a number of other factors, including the business model, income and other considerations. The details of that formula would require elaboration by the Assessor.

She noted that of the eight appeals that were filed with MTT, six were on the current list. Although they had all received decreases, none of them were granted the full reduction they were seeking in their cases. Some had agreed not to appeal again for 3 to 5 years as part of the settlement negotiations. The final reports remain to be seen for these judgments.

**III. HOA Items –**

A. **HOA Budget** – The 2021 budget was approved in early January

B. **Dues** – 2021 Dues are current, with the exception of First & Main. Their sale is expected to close on July 28<sup>th</sup>, and we anticipate dues will be paid at closing. They have requested a lien release from CTPA, and Estoppel Certificates from the DDA. The lien that was filed on April 22<sup>nd</sup> will be released upon receipt of payment, and the Estoppel Certificates will be reviewed under Attorney's Report.

C. **Tax Forms** – Taxes were completed and have been mailed.

D. **Lighting – CJs Lighting, Chris Niestroy; Shaw Electric, Mark Fetters, Adam Dornton**

- o CJs has encountered more unfortunate delays with light pole repairs due to inclement weather; however, we are on his schedule and repairs will be made when weather and ground conditions are optimal and allow for use of the bucket truck without causing turf damage.
- o Accidents and claims: We await a new, corrected check from Geico for Pole #29 and that claim will be finalized. Pole #91 was taken down on June 17<sup>th</sup>, and Hanover is currently processing that claim.
- o Shaw has been onsite frequently, addressing various electrical issues. Adam repaired the PGA electrical panel on Wednesday, July 14<sup>th</sup>. He was also inspecting circuit breaker issues at the Library roundabout, or Barrington, and he will quote options for overhauling quasite boxes that keep filling up with water. It seems that with the electrical being 12 or 13 years old, we're having a lot of issues. Matt, was it '08 or '09 when that went in?

Engineer Schwanitz – Both years.

Director Watson – It's really failing in some ways, so he is working underground, replacing wiring, fixing splices and the quasite boxes are filling up with water. They were not built right. He is thinking we need to raise all of that above ground, or encase it somehow. We will have some significant bills coming in from Shaw.

David Smith – Was the lighting sleeved? All the wiring?

Engineer Schwanitz – Under pavement; we provided sleeves. I believe they pulled it through all the sleeves at intersections where there's paving. It's not completely sleeved throughout. Wynn did that design-build.

David Smith – So they just buried wire?

Engineer Schwanitz – I believe it was all Romex, direct buried wire is what they did because it's a private system.

**E. Landscaping – United Lawnscape, Jim Parkinson & Marty Noble; Mark Rousseaux; Westside Forestry**

- The good thing about all of this rain is that the grounds are lush and green, and everything has been looking beautiful.
- United has been short-staffed this year, but they have been working hard to keep up and address any issues we have had. Marty is the new Foreman for our site and he is coordinating directly with me on various items.
- I marked several dead and dying trees along Martin Parkway to be removed, and Mark Rousseaux arranged for their prompt removal over the July 4<sup>th</sup> holiday weekend.
- Mark also coordinated with Mike Rennie to address a water issue in front of First & Main, near Library Drive. It was a break in the irrigation line. They investigated, repaired, regraded and restored the area.

**F. Irrigation – Michigan Automatic Sprinkler, Mike Rennie**

- Michigan Automatic opened the system April 24<sup>th</sup>, and completed repairs in May.
- Mike investigated and repaired the water issue mentioned above on July 15<sup>th</sup>.

**G. Memorial Benches – The Parks & Recreation Department ordered the benches. The CTPA consent action was finalized in June. We hope to see the Mark Stacey's memorial benches installed in the very near future.**

**IV. Other –**

1. Maintenance Department – Our Maintenance team is very busy, but they continue to assist with a broad range of issues and projects. The Boy Scouts are considering assisting with the tunnel painting project, as suggested by Supervisor Gray, and I will work to coordinate between the parties involved.
2. Graffiti – Since our last meeting, vandals were caught on security camera footage spray painting in the tunnel. They were identified and apprehended on June 23<sup>rd</sup> after their photos were posted on social media. Their case is pending in Oakland County Juvenile Court. A prosecutor has not yet been assigned.

Director Watson – Jim, regarding graffiti, you had mentioned setting a fine and putting up a sign in the tunnel, hypothetically, “\$10,000 fine” for vandalism. Does anyone know if there is a way to do that?

Chairperson Gotts – Counselors, I guess that’s a question for you. I suppose the posting might act as some sort of quasi-deterrent, but I’m not sure exactly how enforceable anything would be in terms of recovery. We are incurring a substantial amount of cost involved in all of this.

Attorney Rauch – I don't actually know. I don't deal in that type of law, but my instinct tells me that there are punishments for those types of bad acts. If you commit a misdemeanor, the amount that you could be punished and fined relates directly to the violation. In the case of the tunnel, they’re juveniles. I have no idea whether or not they can be assessed fines, but it will be what it will be. You could say penalty of \$10,000 fine, and that may or may not be the case.

Treasurer Phillips – Or the maximum allowed by law.

Steve Matta – Yes, and it depends on what law they’re charged on. If they’re charged under State law, as Tom referred to, with a misdemeanor charge, that would carry its own penalty. We can’t affect that. But, the Township could pass an ordinance that says, “This is the fine for graffiti.” If we pass an ordinance, then we could give them a code violation and prosecute them under the ordinance and fine them then. You would have to have that passed by the Township Board.

Engineer Schwanitz – Not to get into the weeds, but Tom you might remember better than I now. Technically, the bridge surface is controlled by the Road Commission, but the bridge itself, we retained ownership of.

David Smith – Yes, we own the bridge.

Engineer Schwanitz – We, being the DDA, not the Township. So, you have a quasi-public entity.

Director Watson – And you’ve also got Commerce Towne Place managing the common areas.

David Smith – We own all the land under the road anyway.

Steve Matta – Right, so that’s an interesting trespass law question, *does the DDA now have the authority to pass its own rule that makes that a \$10,000 fine for damaging our property?* It’s really more of a civil suit at that point.

Attorney Rauch – Yes, a nuisance. I don't know the answer.

Steve Matta – Yes, not off the top of my head either. It’s a bar exam question, but it’s something we can find out.

Engineer Schwanitz – Dave is dead on. It’s controlled by the Road Commission through highway easement. They don’t own the real estate.

Attorney Rauch – But maintenance of the enhanced bridge is the responsibility of the owners of the property, the DDA initially, and the Association now.

Engineer Schwanitz – As well as the right-of-way landscaping.

Attorney Rauch – Right, all of the enhancements to the right-of-way.

Chairperson Gotts – It would be proficient to have counsel work with our Supervisor to coordinate with the Township Board regarding whether or not we could pass any kind of restrictive ordinance.

Attorney Rauch – I think it might be most efficient to talk to Hans about it and find out whether or not there is already some nuisance ordinance that could be applied.

Director Watson – Or it could be updated. Once we get our minutes done from this meeting, I'll communicate with Hans and relay those ideas.

Engineer Schwanitz – They always file a civil suit with a really huge number. Whether you get it or not, it will be our campaign asking for \$10,000 against perpetrators. It might deter the behavior.

Director Watson – I'll defer now to Larry on that note, because I want an update from him on his recent capture of vandals. He can also give us an update from the Township Board as I was not at their last meeting.

### **Township Board Update**

Supervisor Gray –

- We caught a couple young ladies in Mill Race yesterday. We're just waiting right now to see where we go from here. Hopefully we'll hear something more on that soon. The anti-graffiti paint worked well. They were able to get the graffiti off with water, but they need to go back in with some citrus to finish it off.

Treasurer Phillips – We got lots of tips from the videos that were posted?

Supervisor Gray – Yes, and what was great is that the young lady who did it actually emailed me.

- As for highlights of the Township Board meeting, we had three presentations.
- The first was for Todd Martin for 44 years of service to the Commerce Township Fire Department.
- We had Plante Moran go over the audit they conducted on the Township. Molly's team and Janet Bushey did a great job. There were no red flags or anything.
- We received a presentation by the Oakland County Sheriff's Office Narcotics Enforcement Team, NET. We pay about \$140,000 a year toward that, to have an actual NET officer out of Commerce. They went over the past year's performances and what those efforts have led to.
- We appointed Kathy Duff to the Parks and Recreation Committee for a partial term. She will be our liaison for Wolverine Lake. She will be on the Committee until May 31, 2022.
- The Board also approved purchasing the old boat launch on Union Lake Road, so we're in the process of doing that. The reason we did that is if we ever get the Union Lake corridor done, it will be a very valuable piece of property that we will need. We will keep it as a pocket park for now so folks can use it for kayaking and so-forth.



- We discussed all the Township-owned property that we have outside the DDA area. We've had a subcommittee working very hard on that since I've been here in November. They have taken all the properties and sub-grouped them into different categories, if we're going to sell it or keep it, if it's buildable land, and how we're going to market it, if we're going to sell it to a developer, or talk to people who own the adjacent land.
- We appointed two new part-time ordinance officers. One is Terry Long, who is a retired Oakland County Sheriff's officer. He served out here for about 23 years. The other is Todd Martin. We will have one working Monday and Tuesday, and the other working Wednesday and Thursday, to help with ordinance enforcement.
- The Board approved the renovations for the Byers Farmhouse. We're going to be using the Dailey Company, who is building Fire Station #3. The price proposed for that was about \$143,000 to make the structure secure so they can actually use the home for school events, et cetera.
- We passed a motion to change an ordinance to eliminate flashing lights and messages from signs and billboards, as well as eliminating overhanging banners. That was a 4-3 vote.

Director Watson – Thank you, Larry. The last item I have is that Larry and I are scheduled to meet with Kari Cotter tomorrow to discuss the Outrun Hunger race, which is scheduled to take place in November 2021. That concludes my report.

#### **Item 5: Attorney's Report**

##### **A. Parcel K Closing**

Attorney Rauch – The first item is the Parcel K Closing, The Space Shop. For your consideration, I forwarded a resolution and also the amendment to the purchase agreement, which was executed as we discussed earlier today, allowing them access to do some initial work on the property prior to closing. They wanted to close last week, but we were unable to do that, so we agreed to allow them access. As I said earlier, they put additional hard money down, indemnified us and provided insurance.

The draft of the resolution authorizes the closing of the sale. Normally we use formal resolutions for larger transactions, however in this case, especially with the amendment, I wanted to bring it to the Board's attention so that you understand that even though it's a small transaction, it's a little different than what we've done in the past. I would encourage a resolution to approve the form, or a similar form, to what I've prepared.

**MOTION** by Lublin, supported by Mirkin, to approve the Parcel K Closing Resolution as prepared by counsel.

**WHEREAS**, on January 19 2021, the DDA contracted to sell a portion of the DDA's land located on Pontiac Trail, commonly referred to as Parcel K, consisting of approximately .37 acres of vacant land ("Property") to Stein Investment Company, LLC, a Virginia limited liability company ("Purchaser" and the "Agreement" respectively) for construction and development on such Property and certain adjacent property of a self-storage project as described in the Agreement and subject to site plan approval ("Project"); and

**WHEREAS**, the Purchaser has obtained site plan approval for the Project from the Commerce Township Planning Commission and the Purchaser intends to proceed with the closing of its acquisition of the Property and commencement of the Project, under the terms of the Agreement and site plan approval.

**NOW, THEREFORE, BE IT RESOLVED** that the DDA Board of Directors authorizes the Chairperson and Secretary of the DDA, or in their absence any one or more of the Chairperson, Vice Chairperson, Secretary, Treasurer or DDA Director, to consummate the sale of the Property to the Purchaser and to execute all closing documents, including but not limited to amendments to the Agreement, if necessary, all Title Company documents, deeds, bills of sale, assignments of rights, closing statements, affidavits, land division or combination documents, easements, restrictions, side letters, agreements and memorandums and any other documents whatsoever necessary or desirable in order to sell and convey the Property and consummate the transactions contemplated by the Agreement; and

**FURTHER RESOLVED**, that the DDA execute and deliver all such documents, take all such actions and perform all such obligations in connection therewith for the DDA to sell the Property to the Purchaser in accordance with the Agreement, as amended if applicable and otherwise to effectuate the intents and purposes hereof, with any modifications to the terms of all of the foregoing as are approved by the person or persons consummating the transactions on behalf of the DDA as to substance and the DDA Attorney as to form, and that the actions of such person or persons in consummating such transactions with such modified terms shall be conclusive evidence that such modified terms have been deemed appropriate and are approved.

**FURTHER RESOLVED**, that all prior and current actions taken by the DDA and its staff or the person or persons executing on behalf of the DDA, or their agents, attorneys and advisors in furtherance of the transactions contemplated by these Resolutions are hereby ratified, approved and confirmed as the actions of the DDA.

**MOTION CARRIED UNANIMOUSLY**

**B. DDA Assistant Contract – Abbie Mundy**

Attorney Rauch – The second matter is the DDA Assistant Contract with Abbie. I sent a copy of that document to you as well. If you have any questions or notes, now is the time. When you are ready, we would have a motion to approve the contract as it's written.

Director Watson – I would note that Abbie will typically be about 12 hours per week. With the allowable budget in the contract, she could even be doing up to 14 hours during the first few months here as she is learning. Then we would look at a wage increase next year and keeping her at the 12 hours weekly, certainly staying within budget.

**MOTION** by Mirkin, supported by Hoy, to approve the DDA Assistant Contract with Abbie Mundy as presented. **MOTION CARRIED UNANIMOUSLY**

**C. First & Main Estoppel Certificates**

Attorney Rauch – Lastly, we were aware that the First & Main/Granger property is being sold to a Texas group. In the last few days, counsel for the buyer and seller has contacted us and provided forms of Estoppel for the three documents which have been recorded pertaining to that property.

Estoppel #1: We obviously platted the land as a condominium, and Unit 8 of the condominium is the Granger property. They provided an Estoppel Certificate to confirm the status of anything that's owing and that there's no delinquencies or defaults of the terms of the Master Deed. Although that's technically not correct, the only default that we're aware of is the non-payment of their Association dues which is \$8300.10. An Estoppel

Certificate is being prepared to show that the only obligation that is unpaid is that assessment. They had agreed to pay it at closing, a lien was filed by Molly, and she will release the lien through the title company when the payment is made to the Association.

Estoppel #2: When we sold the Granger property, an entrance to the south side of the property is on a little stub road which is on the area of Phase II of Bruce's property, which he has not closed on. The DDA still owns it. In completing Granger's first phase, they installed the stub road. Because the easement is recorded, lender's counsel and buyer's counsel are requesting an Estoppel Certificate from the DDA confirming that there are no defaults or breaches in the terms of this stub road and that it has been fully installed, which it has. I've confirmed with the Planning Director.

Those two Estoppel Certificates are to be signed by the DDA, and Deb is capable of signing those. I wanted to get a resolution that she is authorized to execute whatever Estoppel Certificates may be necessary to facilitate the sale of the Granger property to the new owner.

**MOTION** by Lublin, seconded by Mirkin, to authorize the DDA Director to sign the appropriate Estoppel Certificates for the pending sale of the Granger/First & Main property to a new entity.

**MOTION CARRIED UNANIMOUSLY**

Extensive discussion was initiated by Smith regarding the costs to the DDA associated with the sale of First & Main by Granger to the buyer. Attorney Rauch felt that when a development of this magnitude is implemented, there are numerous obligations and responsibilities to move it forward. The amount of work is substantial to plan the projects, however, it is the cost of doing business. It is a cost that would be incurred by anyone who develops a 350-acre parcel of property, building a one-mile-long parkway, installing roundabouts, negotiating and working with the Road Commission and MDOT, and all of that comes with the job of doing a development like this. That includes working with and cooperating with our developers and landowners, such as Granger, when they choose to sell the property. It comes with the development.

Discussion continued regarding tax capture, the DDA's involvement with the pending sale, the lien for unpaid dues to Commerce Towne Place, and the stub road easement.

Estoppel #3: They also requested a third Estoppel. Deb and I have only been involved with this in the last day. We also entered into a Planned Unit Development, PUD, agreement for the entire property, that includes the Granger property. The PUD agreement is between the Township and the DDA, and it binds the property owned by Granger. The developer, the buyer and the lender have requested a similar Estoppel Certificate from the DDA and the Township that there are no defaults of the PUD agreement. Although it is not an unusual request, the Township Attorney, Hans Rentrop, and I have talked about it, just in the last couple of hours. He is not comfortable recommending an approval of such a massive thing, the hundreds of pages of the PUD document, and he wishes to temper it down. We are not aware of any default of any obligations under the PUD agreement. I think we would be aware if there were, but Hans is not comfortable recommending the Township sign that until the document is revised to create a different tenor.

Further discussion took place between the Board members regarding the costs incurred with the closing on the sale of First & Main. Attorney Rauch explained that the Estoppel

requests are asking whether there are any obligations of Granger that are unpaid, such as the Association dues, and if there are any defaults of the agreements.

Matta agreed that we should discuss the costs, however, the DDA does have contractual rights involved with the Master Deed, easements and other restrictions that affect property. And, as to the PUD agreement, he understood that the Township Attorney might want to taper the language of the third Estoppel Certificate to indicate that we do not have any actual knowledge of a violation that has been brought to our attention.

Attorney Rauch concluded that the third Estoppel was being revised accordingly by Township counsel. Upon completion, it would be signed by Director Watson, as authorized by the previous motion, along with Supervisor Gray.

#### **Item 6: Engineer's Report**

Matt Schwanitz, Giffels Webster – Other than supporting Randy and Deb on a number of questions, concept sketches, et cetera, it has been quiet.

#### **Item 7: Planning Director's Report**

Dave Campbell, Township Planning Director, shared the following with the Board members:

- In looking at my report from June, I don't have a lot of updates since then.
- We've talked a lot about The Space Shop. My understanding is that they want to get going very soon with the intent of having a shell up before the winter weather hits them.
- You've seen activity across the street with the old driving range, where Pulte is going to build their townhomes, the Townes at Merrill Park project. My understanding is that they're waiting on some utility shutoffs before they can demo that existing office building. Once they do that, I think you'll see some serious activity there.
- We continue having discussions with the prospective developers of the Bay Pointe Golf Course. We've had several meetings with them. We're looking at various aspects of traffic. Anything that anyone does with that property, traffic is going to be the main point of discussion. Our traffic consultant continues to look at that as they make adjustments to their plan.
- While it's outside of the DDA, I think the impacts of it are going to spill back into the DDA, and that's the pending closure of Union Lake Road. The Road Commission is going to close it, just south of Wise Road, to replace a culvert and a lake level control structure under Union Lake Road. They thought it would have happened by now. The latest we've heard from them is that it is going to be July 22<sup>nd</sup>.

Supervisor Gray – They're saying the 27<sup>th</sup> now.

Dave Campbell – They were waiting on a permit from the Water Resources Commission for the lake level control structure. That's why it has been delayed. Whenever it does close, they're going to spend all of 60 days with the road closed to complete that construction project. Everybody will have a detour, Commerce Road to Carroll Lake to Wise, and then back to Union Lake Road.

Chairperson Gotts – With regard to Bay Pointe, any development involves our necessary relationship with the Township of West Bloomfield. How is that progressing?

Dave Campbell – The bulk of the project would be in Commerce Township. They're proposing 230-ish new homes, and of those, I think only a dozen would land in West Bloomfield. All the comments I've heard from them, both from their residents and their staff, is the concern of how this is going to impact Middle Straits Lake with any new boat traffic on the lake. The number of new homes that would have access to the lake is relatively small. With previous proposals that came to Commerce Township, there was the idea of having something of a marina where everybody in the development would have boat slips and lake access, but the existing lake owners were not too excited about that concept. Now that the developer is back in the mix, rather than pursue that again, they're looking at having a very limited number of homes with lake access. I hope that any challenges they have with West Bloomfield Township will be limited.

Discussion took place regarding solutions to monumental, regional traffic problems and the need to have a long-term discussion with the Road Commission. The anticipated cost for any solution is estimated at \$25 million.

David Smith – In the planning that development, could we be asking for certain concessions on road right-of-way and things like that?

Dave Campbell – For any development on Bay Pointe, yes. At a bare minimum, we would need them to dedicate the right-of-way along Union Lake Road and Richardson Road for future widening, future roundabouts and whatever long-term fixes there may be through there. We're also looking at the intersection of Richardson and Martin, along with Richardson and Union Lake, and Richardson and Haggerty. We're looking at those signalized intersections and seeing what upgrades could be done to minimize the impact of this proposed development.

Mirkin asked if Haggerty would continue straight through the Bay Pointe development. Campbell stated that the existing road would provide access to the homes to be developed, but Haggerty Road would not be extended through their development back out to Union Lake Road in any way because they want to avoid any prospect of cut-through traffic.

Mirkin inquired about the M-5 pedestrian bridge. Campbell reported that the rust stains have been removed and a fresh coat of the white concrete sealer has been applied. The status of the blue wave panels is that they are accepting bids from painting contractors to put the blue powder coat back on them, after they've been coated with an aluminum zinc metalizing process. They have someone lined up to do the aluminum zinc coating. They have not yet lined up the paint contractor.

#### **Item 8: Committee Reports**


- A. Finance Committee – Director Watson – Susan Spelker could not be with us today. We will be reviewing the 2022 budget, and also any potential amendments to 2021. We will coordinate with Molly and bring that before you next month.
- B. Public Relations Committee – Jose Mirkin – There's nothing new to report until school starts mid-August.
- C. Marketing Committee – David Smith – I have nothing more to report than what Randy said. We have not had a Marketing meeting.

**Item 9: Approval of Warrants and/or Carryovers, Add-ons, Revenue & Expenditure**  
**MOTION** by Lublin, seconded by Winkler, to approve the Warrants and/or Carryovers, Add-ons and the Revenue & Expenditure Report. **MOTION CARRIED UNANIMOUSLY**

**Item 10: Other Matters**  
None.

**Chairperson Gotts – The next regularly scheduled DDA meeting is Tuesday, August 17, 2021, at 12:00pm.**

**Item 11: Adjournment**  
**MOTION** by Lublin, seconded by Mirkin, to adjourn the meeting at 1:12pm.  
**MOTION CARRIED UNANIMOUSLY**

  
Melissa Creech  
DDA Secretary

07/13/2021 12:16 PM

User: JBUSHEY

DB: COMMERCE

INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF COMMERCE

EXP CHECK RUN DATES 07/20/2021 - 07/20/2021

BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID

BANK CODE: DDA

DDA WARRANT REPORT

JULY 20, 2021

Vendor Name	Invoice Date	Description	Amount	Check #
1. DEBORAH WATSON	07/14/2021	DDA DIRECTOR 6/10 - 7/14/21 PLUS HARD DRIVE	6,524.19	
2. KEMP, KLEIN, UMPHREY & ENDLEMAN, PC	07/02/2021	PROFESSIONAL SERVICES THROUGH JUNE 30, 2021	2,224.81	
3. PLANTEMORAN	06/28/2021	SERVICES THROUGH JUNE 30, 2021	2,225.00	
TOTAL - ALL VENDORS			10,974.00	
FUND TOTALS:				
Fund 499 - DOWNTOWN DEVELOPMENT AUTHORITY			10,974.00	

07/13/2021 12:24 PM  
User: JBUSHEY  
DB: COMMERCE

INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF COMMERCE  
EXP CHECK RUN DATES 06/16/2021 - 07/14/2021  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
BANK CODE: DDA  
DDA CARRY-OVER REPORT  
JULY 20, 2021

Vendor Name	Invoice Date	Description	Amount	Check #
1. DETROIT EDISON				
	06/15/2021	2660 E. OAKLEY PARK	84.79	2230
	06/15/2021	3106 MARTIN PARKWAY	99.92	2230
	06/15/2021	2581 LIBRARY DR.	605.42	2230
	06/14/2021	2579 LIBRARY DR.	222.26	2230
		TOTAL	<u>1,012.39</u>	
TOTAL - ALL VENDORS			1,012.39	
FUND TOTALS:				
Fund 499 - DOWNTOWN DEVELOPMENT AUTHORITY			1,012.39	



07/20/2021 08:25 AM  
User: JBUSHEY  
DE: COMMERCE

INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF COMMERCE  
INVOICE ENTRY DATES 07/20/2021 - 07/20/2021  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
BANK CODE: DDA  
DDA ADD-ON REPORT  
JULY 20, 2021

Vendor Name	Invoice Date	Description	Amount	Check #
1. DETROIT EDISON				
	07/14/2021	2660 OAKLEY PARK	78.25	
	07/14/2021	2581 LIBRARY DR.	529.28	
	07/14/2021	3106 MARTIN PARKWAY	87.88	
	07/14/2021	2579 LIBRARY DR. IRRIGATION	233.80	
		TOTAL	939.69	
TOTAL - ALL VENDORS			939.69	
FUND TOTALS:				
Fund 499 - DOWNTOWN DEVELOPMENT AUTHORITY			939.69	