

Final
CHARTER TOWNSHIP OF COMMERCE
DOWNTOWN DEVELOPMENT AUTHORITY
Tuesday, July 18, 2023
Commerce Township Hall
2009 Township Drive
Commerce Township, MI 48390

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

Downtown Development Authority:

Present: Debbie Watson, DDA Director
Steve Matta, Vice Chairperson
Larry Gray, Township Supervisor
David Smith, Member
Brian Winkler, Member
Tim Hoy, Member
Derek Tuck, Member
Jose Mirkin, Member

Absent: James Gotts, Chairperson (excused)
Susan Spelker, Member (excused)

Also Present: Molly Phillips, DDA Treasurer
Melissa Creech, DDA Secretary
Sandy Allard, DDA Assistant
Dave Campbell, Township Planning Director
Lt. Wendy Reyes, OCSO Substation Commander
Randy Thomas, Insite Commercial
Matt Schwanitz, Giffels-Webster, DDA Engineer
Chris Martella, Dawda Mann, DDA Attorney
Jim Galbraith, Shapiro Real Estate

Item 1: Approval of Minutes

MOTION by Hoy, seconded by Mirkin, to approve the DDA Regular Meeting Minutes of June 20, 2023, as presented. **MOTION CARRIED UNANIMOUSLY**

Item 2: Public Comments

No comments.

Vice Chairperson Matta noted that Item 4. would follow Item 3.A., and then return to Item 3.B.

Item 3: Attorney's Report

- A. 6th Amendment to the Commerce Towne Place Master Deed – MM
Commerce Martin Retail LLC to divide Unit 11 into “new” Units 15 & 16

Attorney Martella – As we have discussed numerous times before, there is a proposed 6th Amendment to the Commerce Towne Place (CTP) Master Deed. This will turn Unit 11 into two sub-units, 15 and 16. Attorney Kim Shierk has drafted the amendment. I know Matt Schwanitz and his team have worked on the split. As a procedural matter, we do have to discuss approving it. However, Dave, please feel free to comment on this, and Mr. Galbraith, you're also welcome to speak about the plan.

Jim Galbraith – Dave is very capable of doing it too, but I'm happy to speak. We were at the Planning Commission last week, and at the Township Board the next evening. We are the developers of Unit 10, which is Barrington Apartments, and we were the developer of Unit 11, which essentially became Phase II of Barrington, it's three buildings. Unit 11 of the condominium was about 11 acres.

The three buildings that we have just completed were added to Barrington, on the northerly two-thirds of Unit 11. We are wanting to create two new units to the condominium. The northerly two-thirds becomes Unit 15, and the southerly one-third becomes Unit 16 and will be retained as a potential commercial site, consistent with the overall PUD of Commerce Towne Place. By splitting it now, we're creating the new unit and that will prepare it for subsequent development at some future date. By nature of its size, it will have to be a very low-impact retail or service type use.

There is already a curb cut for that parcel in place; it's a right-in and right-out off of Pontiac Trail. There are cross-easements in place between the parcels. I'm happy to answer any questions. Both the Planning Commission and the Township Board approved of the 6th Amendment last week at their meetings.

Vice Chairperson Matta – Matt or Dave, do you have any comments?

Engineer Schwanitz – No, Jim stated it.

Dave Campbell – I don't think I have anything to add, other than to confirm that the Planning Commission and the Township Board both approved it, conditional upon the DDA taking action if you so choose.

David Smith – Is that on our expense?

Director Watson – No. Jim has paid for all of his own expenses related to this for engineering and legal.

David Smith – Approved.

Jim Galbraith – I might add that Kim and the Giffels group have done a great job of supporting us through this process. Yes, we gladly paid the bills, and we will pay them if there's more.

Director Watson – Thank you.

Vice Chairperson Matta – Do we need a roll call motion?

Attorney Martella – We need a voice vote motion to approve the 6th Amendment to the Master Deed, establishing Units 15 and 16.

MOTION by Smith, supported by Hoy, to approve the 6th Amendment to the Commerce Towne Place Master Deed, to divide Unit 11 into Units 15 and 16, as presented by counsel, and as proposed by MM Commerce Martin Retail LLC.

MOTION CARRIED UNANIMOUSLY

Item 4: OCSO Report

Lt. Reyes – Trustee Weber sent us a link about Commerce Township being listed as one of the top safest communities in the United States; we are the 38th safest town in the nation. It's based on crime per capita. I will share the link with Debbie and she can forward it to you.

The new substation building is coming along really well. I was there yesterday. I talked to Debbie about maybe having those of you who are interested do a walk-through. I can set that up with the team over there. I also have pictures I can share with Deb too. It's remarkable how fast the project is going, and it's great. It is very exciting.

Discussion continued regarding the new Oakland County substation and how the presence of law enforcement on Martin Parkway serves as a deterrent of speeding issues.

Item 3: Attorney's Report (continued from above)

B. Purchase Agreement .44 acres from Unit 14 – Commerce Downtown II, LLC

Attorney Martella – I apologize for the tardiness of the purchase agreement. Since last meeting, we have been negotiating the purchase agreement for .44 acres, which is currently in Unit 14/Phase II of Bruce's development, adjacent to Unit 13 on the northeast side. It is a small piece, and the developers have decided that they really need to change the layout and increase the size of Unit 13 to facilitate the residential development.

Attorney Martella reviewed details of the hard copy purchase agreement provided to the Board members, including the new survey done by PEA, which depicts Five & Main and the cutout indicating the .44 acres to be contracted from Unit 14, expanding Unit 13. He noted that the parcel was best depicted on Exhibit B.

David Smith – This is the part of the site that he brought before the Marketing Committee where he needs to expand. We didn't want it to encumber into Phase II because any future sales would have been tied into a phase that might not be built.

Attorney Martella – True, and part of that is, pursuant to the condominium documents, the Township, County and State do not like you selling land in a platted area that is not divided off. Therefore, I can't just say "part of Unit 14" as a legal description. We'd have to define it, and in redefining it, we also have to amend the master deed.

We just got done talking with Mr. Galbraith about the 6th Amendment for his purposes. This one, surprisingly, will be a little bit different and easier. After numerous conversations with Kim Shierk, she and I are both of the opinion that there is a part of the land division act that allows for the reallocation and movement of lot lines within a unit in a master deed, so as not to create a new parcel. In this case, we are doing a lot line adjustment.

Vice Chairperson Matta – Right, this will be part of Unit 13.

Director Watson – And we can keep Units 13 and 14 as numbered, so Dave Campbell won't quit.

Attorney Martella – Yes, and we don't need more numbers to remember. What will end up happening is a movement of the lot lines to include this .44 acres in Unit 13, as proposed by the purchase agreement, and Kim Shierk is working on it. That necessitates an amendment to the original purchase agreement with Bruce, because the .44 acres will be contracted from Unit 14/Phase II and will need to be redefined in the legal description.

Vice Chairperson Matta – And his option.

Attorney Martella – Right, and his option; it changes the optionable land.

Vice Chairperson Matta – Does this count as an exercise of the option in some fashion?

Attorney Martella – It does not. However, what is a benefit here is, based upon our Phase II price per acre, he is paying that price for the .44. In addition, I am looking at this as a modification of this option, the amendment, Mr. Aikens will be paying for legal costs and engineering expenses to do the purchase agreement and the replat.

Director Watson – Just as Jim did with his amendment.

David Smith – We have to do an amendment to the master deed, again, and then do a replat.

Director Watson – The B-docs.

Attorney Martella – Yes, and there will be movement of the unit line.

David Smith – Too bad we couldn't incorporate that with Mr. Galbraith's. They're both doing the same thing simultaneously.

Director Watson – Jim has been working on that for about a year. He took his time. This is 30 days, so it isn't really simultaneous.

Treasurer Phillips – While they're at it, can they figure out where our 1.5 to 2 acres of Pad A is, so they can't make it smaller?

Vice Chairperson Matta – I was going to ask that because I don't see a description of it in here. It's just sketched out.

Director Watson – Randy, the Board made a motion last month to ask for the CAD files and get them over to Matt. Matt, you and I talked about that recently.

Engineer Schwanitz – Jim Butler did create a sketch and it still shows 1.09, which matches dead on with a sketch they'd given us three years ago.

Randy Thomas – I don't think there's been much change.

Engineer Schwanitz – The geometry changed a little because they're pushing the frontage road that defines the pads. It moved a little bit north.

Director Watson – Pad A is defined here on the proposed site plan and the PUD documents that have gone through the Planning Commission.

Engineer Schwanitz – Yes, so it actually gives us a little bit more depth on the property, so it's a little more useful.

Director Watson – So, with site plan approval for Continental at the Planning Commission, is that where this gets locked in too, just like some of the other items?

Randy Thomas – At site plan approval, it will be, because they're submitting that plan.

Vice Chairperson Matta – And there will be a legal description?

Engineer Schwanitz – With their sale, they're already defining the southern edge of the multi-family piece, which also defines a drive just south of that, and then our parcel line. Because they are creating that northern edge of our piece, it's very well defined right now. If that's what they sell, that's it. There will be a 25-30' ingress/egress easement, and then our parcel. Whether the easement is on our property or Bruce's ... I think it's going to be on Bruce's, but we haven't seen a sketch of that yet.

David Smith – I'd still like to see a legal description.

Vice Chairperson Matta – That's what I'm saying. We don't have a legal of it, but you're saying that physically, the boundaries are there. As long as we can see it and we're comfortable with the size of it physically, it's a matter of just giving us a legal description.

David Smith – Aren't they going to have to amend the agreement between Walmart and us to define the driveway?

Engineer Schwanitz – Not amend.

Director Watson – No.

Engineer Schwanitz – There's language in the Walmart agreement. Deb and I just looked at it.

Director Watson – Yes, in the easement agreement.

Engineer Schwanitz – It states that we're allowed to reconfigure.

Director Watson – Within the relocation area.

Engineer Schwanitz – Bruce can reconfigure the Walnut Lake Road Drive anywhere within the defined area, but he needs to send a copy to them so they're aware of it.

Director Watson – As long as it remains in the hatch mark area.

Attorney Martella – I talked with Matt and Deb on this. If it is within the defined area, it's permitted. It would be good measure to provide them notice.

Discussion continued regarding the defined relocation area for the drive as detailed in the Walmart easement agreement, along with the traffic signal at Walnut Lake, the parties involved in funding that and their cost percentages.

Vice Chairperson Matta – We have kind of been discussing Items B. and C.

Attorney Martella – Right, we've been mixing them together because they go hand in hand.

Vice Chairperson Matta – Do you need a motion from us? It doesn't look like it's ready yet.

Attorney Martella – Correct, it's not ready yet. The 14th Amendment comments are done. They were finalized this morning at 9:15am. Dawn replied and said we are good to go. She also said we are good on the .44-acre purchase agreement. Before I printed everything, I let her know I was on my way to this meeting and I asked her to finalize the changes to the purchase agreement that we discussed by phone, which is that Bruce has agreed to pay legal and engineering costs, as well as another minor change regarding assignment.

Director Watson – I thought it was more than minor, but you did well. Thank you.

Attorney Martella – You're welcome. It was a point where, under the purchase agreement as drafted, Bruce was able to assign the PA without our consent to another entity he owned or controlled. I pushed back to ensure that Commerce Downtown II, LLC, would still be obligated to the purchase agreement. That is fairly standard in a commercial deal, to ask for the buyer to remain liable for performance until closing.

Vice Chairperson Matta – And beyond; we don't have to give him a novation at any point in time, do we?

Attorney Martella – No, we do not.

Discussion continued regarding assignment, the requested 120 days of due diligence, and other details of the 14th Amendment to the purchase agreement. The timeline coordinates with the sale of property to Continental. Attorney Martella noted that the .44 acres would have to be sold to the same owner of Unit 13, which is Commerce Downtown II, LLC.

- C. 7th Amendment to the Commerce Towne Place Master Deed – Commerce Downtown II, LLC to contract .44 acres from Unit 14 & combine w/Unit 13

The Board transitioned into discussion of the 7th Amendment and the process of recording documents at closing. Attorney Martella and Director Watson discussed issues with recording of the 5th Amendment for Lafontaine, which was not done properly, despite the best efforts of counsel to direct the order of recording with the title company and the County. Treasurer Phillips expressed concerned with potential impacts this can have on base capture values and taxable values.

David Smith – Is Bruce having Giffels Webster do the B-doc revisions?

Director Watson – Yes.

Engineer Schwanitz – PEA has already done a ton of work so they have it drafted, but we will do the amendment.

Attorney Martella – On the call, when I talked with Bruce’s attorney, we discussed the division of labor. PEA can do all the surveying, but when it comes to the Master Deed, we’re taking that bull by the horns.

Engineer Schwanitz – They’re going to define it because these are the parcels they say they want.

Attorney Martella – Dave, is there anything you wanted to add to any of this?

Dave Campbell – No, you nailed it.

Attorney Martella – So the last part of your package is a resolution that talks about what is occurring with both Items 3.B. and 3.C. I’m asking the Board to approve a resolution which allows for further negotiation of the 14th Amendment and the Purchase Agreement for the .44 acres. This is not an approval of the sale itself. We will do that later.

David Smith – Do you mean the 7th Amendment?

Director Watson – 7th Amendment for the Master Deed, 14th for the Purchase Agreement, and 6th for the B-docs.

Attorney Martella – Yes. We will continue to work with the Township on the Sub-PUD’s and other documentation necessary to make this all work.

Vice Chairperson Matta – So this will come back to us for final approval of a resolution for signatures?

Attorney Martella – Yes, for signatures.

Vice Chairperson Matta – Do we have a motion?

MOTION by Smith, supported by Mirkin, to approve the resolution as presented by counsel, to allow for further negotiations of the 14th Amendment, and the Purchase Agreement for .44 acres from Unit 14, with Commerce Downtown II, LLC.

MOTION CARRIED UNANIMOUSLY

Attorney Martella – We will continue to negotiate and get this over the finish line.

- D. Five & Main Sub-Condominium – Commerce Downtown II, LLC is requesting approval for a new sub-condominium for the Five & Main development within Unit 13 of the CTP condominium

Attorney Martella – The proposal is that Bruce is going to put a sub-condominium within Unit 13 for his development. Within that sub-condominium, he will have a couple of owners, et cetera. It will not require a re-numbering of the units, but there will be an overlay, such as 13-1, 13-2, and so on. There will be a master deed, a sub-PUD, et cetera. This is also the place where approval will be granted for their development and site plans. For example, if Continental buys the property, they will be part of the sub-PUD. They will be Unit 13-A or 13-1 and they will have a defined area. Now everything, ownership rights, fees, costs and everything, are Bruce's responsibility with whatever sub-association he creates. They are not members of the Board of Commerce Towne Place Association.

Treasurer Phillips – So when you say they're buying the property, they're not going to get a deed, but they'll get a right to use the property and there won't be a separate parcel within the sub-condominium?

Attorney Martella – They will get a sidwell number and a legal description, but it will not require an amendment to our master deed.

Discussion continued regarding division of units within the sub-condominium, assessing of the parcels, and the defined blocks within Unit 13. Dave Campbell clarified that the unit boundaries are not necessarily the blocks. Required oversight of the sub-PUD by the Township was also discussed, along with structuring of the condominium associations. One CTP Director is appointed for Unit 13; they get one vote. In addition, provisions related to infrastructure, common area elements and maintenance were discussed.

Vice Chairperson Matta – Do you envision that as part of the B-docs, he will actually define these units?

Attorney Martella – He will eventually have to. There are notations for future expansions and future pads.

Director Watson shared Five & Main plans from the July Planning Department packet with Vice Chairperson Matta.

Vice Chairperson Matta – He has a few on here already.

Attorney Martella – It all depends on the long-term plan. I think this is more driven by tenant demand and user demand. He can customize and redo the condo docs.

Dave Campbell – Going back to the Pad A discussion. At some point he needs to define that parcel and pull it out of Unit 13, unless the DDA wants it to be a unit within 13. I don't think you do.

Director Watson – No.

David Smith discussed municipal water and sanitary sewer easements and details with Engineer Schwanitz.

Attorney Martella – I am not proposing a motion on this at the moment. These are just discussion points, unless Dave needs something from us.

Director Watson – By August 8th, if the Township Board is voting on this, do we need to vote on it today?

Dave Campbell – I don't know that your vote has to come before. If the Township Board were to approve the creation of this new condominium at their August 8th meeting they would do so conditional upon the DDA's final approval.

Vice Chairperson Matta – Is Bruce planning to be there on August 8th?

Dave Campbell – Yes.

Vice Chairperson Matta – Then they will have Q&A. We don't have that ability right now.

Treasurer Phillips – I thought he was coming in to the joint quarterly Township Board meeting.

Director Watson – It changed yesterday to August 8th.

Dave Campbell – I think the Township Attorney and Bruce's Attorney welcomed the change because it gives them a couple more weeks to hammer out the legal matters within the PUD.

Vice Chairperson Matta – Any more discussion or questions for Chris? If not, we will move onto Item 5.

Item 5: Insite Commercial Report

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

- Parcels A&H – Shapiro's Barrington development; Nothing new to report.
- Parcel B1, Phase I – Aikens, Five & Main; I don't have anything to add to what has already been discussed.
- Parcel B1, Phase II – Aikens, Five & Main; Nothing to report.
- Parcel B2 – Avalon; Nothing new to report.
- Parcel C – The hard corner of Pontiac Trail and Haggerty Road; Lafontaine Automotive Group (LAG) – Nothing new to report.
- Parcels D&E – Pulte, Merrill Park; Nothing new to report.
- Parcel F – The 3.9 acres in front of the Township Hall; Nothing new to report.
- Parcel G – Wyncliff; Nothing new to report.
- Parcel I – Gilden Woods; North of the Township Hall, Nothing new to report.
- Parcel J1 – 2.38 acres on the hard corner of Oakley and Haggerty; We were approached three times this past month by different gas station operators.
- Parcel J2 – Public Storage; Nothing to report.
- Parcel K – The orphan piece; The Space Shop; Nothing to report.
- Parcel L – 1.8 acres on Haggerty Road; Guidepost Montessori; Nothing new to report.
- Parcel M&N – These are the two out-lots that are being retained by the DDA within the Five & Main development. Matt and I are in agreement that Pad A/Parcel M should

probably get defined, sooner versus later. Once Bruce starts putting in utilities, that would put us in a position to start actively marketing that piece.

Item 6: Director's Report –

Director Watson briefly reviewed highlights of the July 6th report, which was included in the Board's packet, and here in its entirety, along with updates.

I. Updates on Developments – Refer to the Insite Report and the Planning Director's Report for additional information.

- Aikens/Five & Main –
 - Dave Campbell's report eloquently and thoroughly described the requests listed below, along with the expedited review and approval timeline, so no need to reinvent the wheel.
 - Bruce Aikens Five & Main related items were/are on the following meeting agendas:
 - July 10th Planning Commission
 - July 18th DDA
 - August 8th Township Board (*moved from July 25th*)
 - Bruce is seeking approvals for the following:
 - Second Amended & Restated Sub-PUD
 - New Five & Main Condominium – Phase I/Unit 13
 - 7th Amendment to the Commerce Towne Place condominium
 - Township and DDA staff and consultants have been carefully reviewing the above submissions.
 - DDA counsel has been working to finalize the draft Purchase Agreement for .44 acres of Unit 14 to be merged into Unit 13, which will help to facilitate Continental's proposed multi-family development.
- Merrill Park – Nothing new to report.
- The Avalon of Commerce Township – Nothing new to report.
- Shapiro/Barrington –
 - Dave Campbell's report also provided a thorough update on the status of Jim Galbraith's parcel/unit splits.
 - Jim Galbraith's items were on the following July meeting agendas:
 - July 10th Planning Commission
 - July 11th Township Board (if approved by the PC)
 - July 18th DDA
 - Jim sought approval for the 6th Amendment to the Commerce Towne Place condominium to split Unit 11 into new Units 15 and 16, along with revised B-docs.
- Wycliff – Nothing new to report.
- Public Storage – Nothing new to report.
- The Space Shop, Self-Storage – Nothing new to report.
- Parcel L, Higher Ground, Guidepost Montessori – They hope to be done with construction this summer for a Fall 2023 Grand Opening.
- Parcel C / Unit 3 – Lafontaine Automotive Group Dealership (LAG) – Nothing new to report. (The Planning Department is reviewing LAG's proposed interior and exterior renovations for the former Dick Morris dealership on Haggerty Road.)

- Parcel F / Unit 7, in front of the Township Hall – Nothing new to report.
- Parcel J1, Haggerty & Oakley Park – Nothing new to report.

II. MTT Judgments – As updates are available, a report will be distributed at the DDA meeting.

III. Commerce Towne Place HOA Items –

- A. **Budget** – Nothing new to report.
- B. **Dues** – All annual payments are current. Quarterly dues invoices were sent out July 12th.
- C. **Tax Forms & Reports** – The 2022 tax return was filed. Annual reports were amended as discussed at the June 20th DDA meeting.
- D. **Lighting/Electrical** – **Shaw Elec., Mark Feters, Adam Dornton, Eric Peterson**
- Minor repairs are being scheduled.
 - Our lighting inventory is verified and sufficient.
 - We are reviewing the DTE alternative management plan for our lighting system and we will be scheduling a meeting with a representative to discuss options and costs.
- E. **Landscaping & Maintenance** – **United Lawnscape, Angela Munroe; Bob Rousseaux's Excavating, Mark Rousseaux**
- We follow-up regularly with United Lawnscape regarding maintenance, weed treatments, et cetera.
 - The Martin Parkway planting project, including trees, shrubs and perennials, was underway as of June 14th. It is progressing well, despite delays due to the Martin Parkway repaving project and other matters. A few more plantings are scheduled along with mulch.
 - We have had flooding issues on the trail, located on the east side near the tunnel and footbridges. Mark Rousseaux has been working to correct the issues. We will meet with Giffels to review the storm water management plans and to discuss drainage issues, maintenance and improvements.
- F. **Irrigation** – **Michigan Automatic Sprinkler, Mike Rennie**
- The mid-season inspection was performed on July 14th. We adjusted days and times for watering, especially for new landscaping areas. Repairs of approximately \$1000 were necessary.
 - We will be looking at quotes for well-drilling to augment the irrigation pond.

Discussion took place regarding options for replenishing the irrigation pond to keep up with watering needs for the Parkway.

IV. Other –

- The RCOC website shows that the resurfacing of Martin Parkway, as performed by Cadillac Asphalt, is complete. I have followed up with contacts at the RCOC and Cadillac to inquire about repairs, cleanup of debris, residual asphalt, tire tracks of asphalt emulsion bonding agent in the roundabouts, et cetera. They are communicating regularly and attempting to address these issues accordingly.

- Sandy has researched solutions for cleaning crosswalks and stamped concrete areas along Martin Parkway, as the RCOG stops their work at the curb, and their street sweepers don't address these areas. She notified the RCOG that curbs need repair and replacement in some areas due to damage by salt trucks, paving, et cetera. We will pursue these items further after the final cleanup discussed above is complete.
- As previously mentioned, signage will be updated on the CTP trails sometime this year. Once the Township attorney approves new language for Township Parks signage, we will incorporate it accordingly into our new signs.
- Treasurer Phillips and I will meet soon with Finance Chairperson Spelker to review the 2024 budget. I'd also like to include an engineering budget next year. With everything going on with Five & Main, we need Matt even more involved. If he happens to retire, Giffels will still be involved. We have not had a budget for engineering for as long as I've been with the DDA. Matt has been working for us pro bono for a very long time. We appreciate that very much, but I think it's important to establish that budget. I'm just waiting on Jason Mayer at Giffels to respond with an estimate for that 2024 engineering budget.

Item 7: Engineer's Report

Engineer Schwanitz – I think we covered everything.

Item 8: Planning Director's Report

Dave Campbell, Township Planning Director, had provided his report in the Board's packet.

- I think we've covered most everything.
- The way I have been explaining all things Five & Main to the Planning Commission and the Township Board is by calling it three parallel tracks.
 - The first track is amending his PUD.
 - The second track is creating his new condominium.
 - The third track is amending the CTP condominium.
- All three tracks require a recommendation from the Planning Commission and approval from the Township Board. The Planning Commission gave their recommendation of approval on all three at their meeting last week Monday. At Aikens request, this will now be taken to the Township Board on August 8th. If all goes well, the Board would then approve his amended PUD, approve the creation of his new condo, and approve the 7th Amendment to the CTP Master Deed; with the latter two being conditional upon this DDA Board approving the new condo and the condo amendment.

Director Watson initiated discussion with Dave Campbell and the DDA Board members regarding the option on the Library parcel and how that might impact review of the Five & Main requests. The parcel is key to all three tracks.

Item 9: Committee Reports

Vice Chairperson Matta – Susan is not here. Deb, Molly, anything to add?

A. Finance Committee –

Treasurer Phillips discussed the following:

- NVS, who bought the property on Haggerty back in October 2022, never filed their deed, nor did they file their property transfer affidavit or anything else before the end of the year. It was still a zero value, but we got it through Oakland

County. They put the taxable value on it of \$214,000, and it is capturable, so that is a plus.

- We did have Dish Network nix two of their personal property taxable items with the capturable area, so we lost a total of \$50,000 worth of tax capture.
- I have asked Mike Lewalski, Oakland County Assessor, to give me monthly updates on anything that makes it through MTT or STC, and he will flag anything that is a capturable value.

B. Public Relations Committee –

Jose Mirkin, Public Relations Chairperson, discussed the following:

- As everybody knows, the PRC has been coordinating for more than 10 years on the K-12 Art Exhibition with Walled Lake Schools.
 - This year's exhibition took place May 20-27th. I was absent from the DDA meeting in June so I couldn't report on the event.
 - As I've said many times, we started this partnership with Walled Lake Schools and the event was very small. It was held in the Township Hall. We had only 200 people at the first exhibition. At the last event in the Commerce Township Library, on Wednesday at the reception, we had 1,263 in attendance. That is a record, and proof that this art exhibition is a successful annual event for the community.
- On another venue, the PRC is planning to bring in a docent, or an expert, from the DIA at the Commerce Township Library. They will speak regarding the eight masterpiece reproductions that we have throughout the Township. My proposal to the Library was that we could ask the art teachers of Walled Lake Schools to bring students and their parents, and have people learning about these works of art. I'm planning this between October and November, after classes start.
- In addition, the DDA's partnership with the DIA, and involvement in the Inside-Out program, was featured in the quarterly newsletter of a Commerce Township subdivision which gets distributed to 170 families. The map showing the locations of the masterpieces was also included.

Treasurer Phillips – If you get a docent out here to speak about the art, and you present it to the schools, is it possible that we might end up with more than 200 people? Should we coordinate getting one of the school auditoriums to host it?

Jose Mirkin – It's very possible. One of the discussions with the art teachers was to bus students to the Library and we could have experts scheduled at different times throughout the day. However, the teachers explained that there are some issues with bus transportation.

Treasurer Phillips – If it's being done after hours, parents can bring them to the school.

Jose Mirkin – Yes, we were thinking 6 or 7:00, but during school time would also be ideal.

Tim Hoy – I can easily seat 200 people in the recital hall.

Director Watson – How's your parking?

Tim Hoy – I have nearly 60 parking spaces. It depends on the time of year and events we are having.

Director Watson – I think parking was the main challenge at the Library with the event in May, but I was able to find a space in about 5 minutes.

Treasurer Phillips – The problem was getting out of the driveway with people parked on both sides.

Jose Mirkin – One of the art teachers writes a grant and gets \$1,000 for refreshments. The day of the reception, from 5-7pm, Deb showed up around 6pm and the refreshments were gone.

Discussion continued regarding orchestrating events with a docent and coordinating with Walled Lake Schools.

Vice Chairperson Matta – Excellent report, Jose. Thank you very much. We appreciate all of your efforts.

Tim Hoy – You did a really nice job putting all of that together.

C. Marketing Committee –

David Smith, Marketing Chairperson – I was reviewing Kim Shierk's work on the 7th Amendment to the Master Deed. She does a nice job, and she includes all of the liber and page numbers for the amendments. However, back to our Pad A/Parcel M. In one of these documents, it just says one acre +/-, defined by the geometric pattern of the driveway. I just don't like that language. I really want to see this defined.

Engineer Schwanitz – They do have an explicit description of their for-sale parcel to the multi-family group, and they have a sketch of a number of the other pads. Our northern and western limits, along with our Walmart limits to the east, and our Pontiac Trail limits to the south, are all pretty much defined. There's no reason for them not to create that land division.

David Smith – No one can seem to give me an exact square footage. I would appreciate something that indicates exactly what we are getting.

Engineer Schwanitz – It's there.

Vice Chairperson Matta – Or that it will be *no less than 1.09 acres*.

Treasurer Phillips – That works.

Dave Campbell – So Chris, could you condition the DDA's approval of the creation of the new Five & Main condo on defining Pad A?

Attorney Martella – Yes.

Engineer Schwanitz – I think it should be in that amendment because it's going to be defined already.

Vice Chairperson Matta – I would like to see that too.

Attorney Martella – I will relay to Bruce's counsel that this will be conditional upon clearly defining the description of Pad A.

Vice Chairperson Matta – They've got extra time.

Director Watson – Yes, the 120 days allows them to comply with that request.

Discussion continued regarding defining Pad A.

Jose Mirkin and David Smith discussed optimism regarding the Five & Main project. Hopefully the residential will be a catalyst for the future retail and commercial development. Jose inquired about the timeline. Dave Campbell stated that Continental would like to be able to break ground in Fall of 2023, but they recognize that it's more likely to be Spring of 2024. Bruce has indicated that he is investing funds from the sale of property into infrastructure for the project.

Item 10: Approval of Warrants and/or Carryovers, Add-ons, Revenue & Expenditure

MOTION by Jose, seconded by Hoy, to approve the Warrants and/or Carryovers, Add-ons and the Revenue & Expenditure Report. **MOTION CARRIED UNANIMOUSLY**

Item 11: Other Matters

Jose Mirkin – I was driving M-5 north coming here, and I saw two beautiful American flags on the pedestrian bridge. I praise whoever did this.

The next regularly scheduled DDA meeting is Tuesday, August 15, 2023, at 12:00pm.

Item 12: Adjournment

MOTION by Spelker, seconded by Hoy, to adjourn the meeting at 1:30pm.

MOTION CARRIED UNANIMOUSLY



Melissa Creech
DDA Secretary

EXP CHECK RUN DATES 07/18/2023 - 07/18/2023
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: DDA
WARRANT REPORT
JULY 18, 2023

Vendor Code	Vendor Name	Description	Amount
	Invoice		
ADKISON	ADKISON, NEED & ALLEN		
	ACCT 1-0005M	DDA MATTERS THROUGH JUNE 30, 2023	1,351.50
TOTAL FOR: ADKISON, NEED & ALLEN			1,351.50
DAWDA	DAWDA MANN COUNSELORS AT LAW		
	582095	PROFESSIONAL SERVICES THROUGH 6/30/2023	8,623.06
TOTAL FOR: DAWDA MANN COUNSELORS AT LAW			8,623.06
WATSON	DEBORAH WATSON		
	JUN/JUL	DDA DIRECTOR 6/14/23 - 7/12/23	5,941.00
TOTAL FOR: DEBORAH WATSON			5,941.00
KEMP	KEMP, KLEIN, UMPHREY & ENDLEMAN, PC		
	218083	PROFESSIONAL SERVICES THROUGH JUNE, 30 2023	133.90
TOTAL FOR: KEMP, KLEIN, UMPHREY & ENDLEMAN, PC			133.90
SANDYB	SANDY ALLARD		
	JUNE/JULY 2023	DDA ASSISTANT 6/14/23 - 07/12/23	624.00
TOTAL FOR: SANDY ALLARD			624.00
TOTAL - ALL VENDORS			16,673.46

INVOICE ENTRY DATES 07/17/2023 - 07/17/2023
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: DDA
WARRANT ADD-ON REPORT
JULY 18, 2023

Vendor Code	Vendor Name	Description	Amount
	Invoice		
DTE	DETROIT EDISON		
	910007710650	2660 E OAKLEY	91.46
	910007710767	3106 MARTIN PARKWAY	111.11
	910007710866	2581 LIBRARY	446.93
	910007711005	2579 LIBRARY	233.58
TOTAL FOR: DETROIT EDISON			883.08
TOTAL - ALL VENDORS			883.08