

**CHARTER TOWNSHIP OF COMMERCE
DOWNTOWN DEVELOPMENT AUTHORITY**

**Tuesday, March 2, 2010
Commerce Township Hall
2009 Township Drive
Commerce, MI 48390, 12:00 p.m.**

CALL TO ORDER: Chairperson Gotts called the meeting to order at 12:15p.m.

Downtown Development Authority

Present: E. Wynn Berry, DDA Director
Daniel Lublin, Member
Jim Gotts, Chairperson
Thomas Zoner, Member
Jose Mirkin, Member
David Smith, Member
Wendy Anderson, Member
Randall Thomas, Member
Sandra Motz, Member
Christin Skikun, Member
Paul Kirkwood, Member

Quorum of DDA Members determined

Absent: Doug Lanni, Member
Pat Dohany, Member

Also Present: Susan Gross, DDA Treasurer
Sandra Abrams, DDA Secretary
Pat Paruch, DDA Attorney
Phillip Adkison, Township Attorney

Public Comments

None

Presentation: David Smith, member, stated that Eagle Commercial Services representing the Velmeir Company originally planned a presentation to the Board, however, at this time was not ready to make a presentation. Smith went on to say that the company is interested in our site and are working on design issues at this time.

Item 1: Approval of the Minutes

MOTION by Thomas, second by Kirkwood, to approve the February 23, 2010, Meeting Minutes as presented.

MOTION CARRIED UNANIMOUSLY

Item 2: TEDF Grant 1.5 Million; Tri Party Funds

Supervisor/DDA member Thomas Zoner stated that the TEDF Grant is tied to the Road Commission for Oakland County, not the DDA or the Township. Therefore, the construction of the Martin Parkway roundabout will be under the jurisdiction of the Oakland County Road Commission. The Road Commission will have jurisdiction and obtain the bids and manage the project. It is estimated that the project will not be shovel ready until after late summer or fall.

There are some elements of the project that could be done earlier such as the passing lanes that will help with road closure when the project begins; however, it is still to be determined whether or not the project will be a complete or partial closure.

In addition, there was discussion relative to agreements between MDOT and RCOC still to be written relative to jurisdiction of the project areas; permits for County and State and whether or not any are still to be obtained, inspection requirements, etc.

Director Berry continued the discussion of the TEDF Grant conditions and jurisdiction elements and also stated that the RCOC also suggested that the Tri Party Funds originally allocated for the Haggerty Road Project be re-allocated to the Martin Parkway Project.

In addition, Director Berry stated that many persons were involved and made it possible to obtain the TEDF Grant process including but not limited to Rick Weiner in Lansing, Hermanoff and Associates, Representative Peters, Kemp Klein, Brian Blaesing, MDOT, RCOC and many more. Concluding that the only restrictions on the TEDF Grant were that the project must commence construction within two years and that state prevailing wages would be used.

Item 3: Engineers Projection for Pontiac Trail Roundabout

Review of the information provided by Giffels Webster Engineers relative to the amount necessary going forward to complete the roundabout project. No action taken.

Item 4: 5 year/10 year plan for DDA & Township Budgets

Discussion of the Finance Committee working on a 5/10 year DDA and Township Budget relative to the DDA project and projections for same. No action taken.

Item 5: Upcoming expenditures, request to Township Board

Discussion of upcoming reoccurring DDA expenditures and process for payment. The Finance Committee will review and recommend method of payment for reoccurring expenditures such as utilities, etc., to avoid late payment charges and additional fees.

Item 6: Direction for cost saving measures requested by Township Board

A Fiscal Operations Committee will be established for the purpose of reviewing all warrants and expenditures. The committee will consist of Pat Dohany, Sandra Motz, David Smith, Jim Gotts and Thomas Zoner.

Item 7: Direction of the Finance, Marketing, Public Relations Committees

Each Committee needs to reaffirm their plan and present a detail plan and detailed line item budget for the budget amount they have requested, including the suggestions provided for each committee.

Item 8: Review of the Warrants

MOTION by Thomas, second by Kirkwood, to approve for payment all contractual obligations and Kemp Klein invoices up to the January 12, 2010 Township Board expenditure freeze, and to pay the remainder of Kemp Klein invoices after a budget for the DDA is approved.

Discussion of the warrants as presented.

MOTION by Lublin, second by Mirkin, to approve for payment both invoices (\$7500.00 and \$1875.00) for Fuller Appraisal as presented in the warrants.

Discussion as follows:

Statement that Township Board directed no expenditures after the January 12, 2010 meeting;

Question regarding the amount of legal fees paid over the last three years;

Question regarding legal hourly rate of pay and whether or not they have been requested to provide services;

Statement that the legal firm of Kemp Klein is required ethically to provide services when requested, whether or not payment for those services is made; statement that fees for Kemp Klein services will be adjusted with reduced rates effective after January 12 to be reflected in the next invoice once the DDA budget is approved by the Town Board.

Question regarding necessity of attorneys to be present at any and all DDA and Town Board meetings; explanation of necessity for separate DDA counsel.

MOTIONS ON THE FLOOR

Second Motion by Lublin, second by Mirkin to approve for payment both invoices for Fuller Appraisal Services as presented in the warrants.

MOTION CARRIED UNANIMOUSLY

First Motion by Thomas, second by Kirkwood to approve for payment all contractual obligations and Kemp Klein invoices up to the January 12, 2010 Township board expenditure freeze, and pay the remainder of Kemp Klein invoices after a budget for the DDA is approved.

MOTION AND SECOND WITHDRAWN by Thomas and Kirkwood

MOTION by Zoner, second by Thomas, to approve for payment all reoccurring utility invoices and authorize payment in a timely manner.

MOTION CARRIED UNANIMOUSLY

MOTION by Thomas, second by Anderson to authorize payment of all contractual obligated invoices, and all invoices for work done prior to the January 12, 2010 expenditure freeze, and to pay the balance of the remaining invoices after the budget is passed and Kemp Klein submits a revised invoice with fee adjustments.

MOTION CARRIED UNANIMOUSLY

Item 9: DDA Director Agreement

Director Berry stated that the DDA Project is coming along nicely at this time, there are companies and developers interested in the project and the grant will assist with the roundabout construction, therefore, as he has considered leaving the DDA for a long time, he would at this time like to tender his resignation as the DDA Director, as it is near completion and he is sure that the DDA Martin Parkway project will be the best of its kind in the State.

Discussion followed relative to the process for accepting a resignation and amending the Director's Agreement for same; severance payment; and consulting agreement for three months or as requested by the DDA Board.

MOTION by Lublin, second by Anderson, to approve a Resolution amending the THIRD AMENDED AND RESTATED DOWNTOWN DEVELOPMENT AUTHORITY DIRECTOR AGREEMENT, Section 9 by adding the underlined words as follows:

“9. Termination or Resignation. The Director serves at the pleasure of the Board. The Board shall have the right to terminate this Agreement and/or the retention of the Director at any time, with or without cause. Upon such termination with cause, the payment of the fee set forth above shall cease upon payment of the next month’s installment after such termination. Upon the Director’s resignation or upon termination without cause, the Director shall continue to provide the DDA with consulting services for a transition period of ninety (90) days after the termination, during which time the Director shall be entitled to receive the fee set forth in Section 5 above. Should the DDA Board decide after the Director’s resignation or termination without cause that the Board does not require such consulting services by the Director, the Director shall be entitled to receive the fee set forth above as a severance payment for the balance of the ninety (90) day period after termination.”

MOTION CARRIED UNANIMOUSLY

Director Berry submitted his resignation as Director effective March 31, 2010.

MOTION by Smith, second by Lublin, to accept the resignation of DDA Director Wynn Berry, effective March 31, 2010.

MOTION CARRIED UNANIMOUSLY

Statements for the Record:

David Smith, Member, thanked Wynn Berry for his service to his community.

Randall Thomas, Vice Chairman, thanked Wynn Berry for his 40 years of continued dedication to our Community and all of the wonderful accomplishments he has made.

Jose Mirkin, Member, thanked Wynn Berry for his service.

Wendy Anderson, Member, thanked Wynn Berry for his services and stated that over the years a lot of decisions had to be made that may have not made friends or may have made enemies, but overall she is impressed with Wynn Berry’s decisions and that he is choosing to move Commerce Township forward and that his leadership in this regard is appreciated.

Christin Skikun, Member, thanked Wynn Berry for the project and the DDA and for spending time with her to bring her up to speed on the project.

Paul Kirkwood, Member, thanked Wynn Berry for his service.

Daniel Lublin, Member, thanked Wynn Berry for his service to the community and went on to enumerate all of the projects that Mr. Berry has directed and thanked him for being a loyal public servant.

James Gotts, Vice Chairperson, thanked Wynn Berry for his service to the community.

Discussion concerning how the DDA should proceed and hiring a new Director.

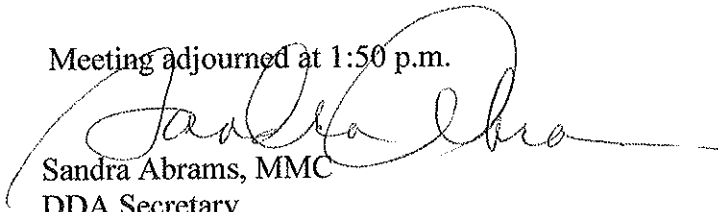
Item 9: Other Matters

As there were no other matters to come before the Board.

MOTION by Thomas, second by Lublin, to adjourn.

MOTION CARRIED UNANIMOUSLY.

Meeting adjourned at 1:50 p.m.



Sandra Abrams, MMC
DDA Secretary
Clerk, Charter Township of Commerce

RESOLUTION

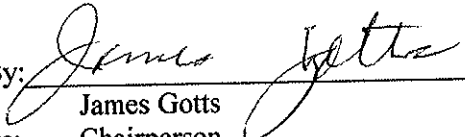
WHEREAS, the Commerce Township Downtown Development Authority (DDA) approved a Third Amended and Restated Downtown Development Authority Director Agreement (Agreement), and

WHEREAS, the DDA intends to amend the Agreement effective March 2, 2010,

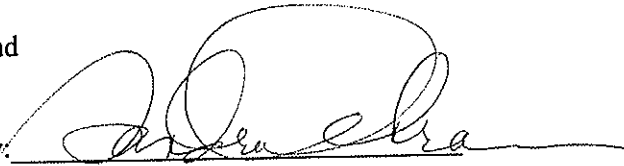
NOW THEREFORE, be it resolved that the section 9 of the Agreement is hereby amended as follows:

9. Termination or Resignation . The Director serves at the pleasure of the Board. The Board shall have the right to terminate this Agreement and/or the retention of the Director at any time, with or without cause. Upon such termination with cause, the payment of the fee set forth above shall cease upon payment of the next month's installment after such termination. Upon the Director's resignation or upon termination without cause, the Director shall continue to provide the DDA with consulting services for a transition period of ninety (90) days after the date of termination, during which time the Director shall be entitled to receive the fee set forth in Section 5 above. Should the DDA Board decide after the Director's resignation or termination without cause that the Board does not require such consulting services by the Director, the Director shall be entitled to receive the fee set forth above as a severance payment for the balance of the ninety (90) day period after termination.

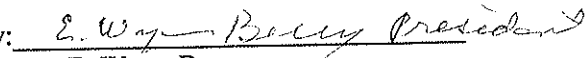
**COMMERCE TOWNSHIP DOWNTOWN
DEVELOPMENT AUTHORITY**

By: 
Its: James Gotts
Chairperson

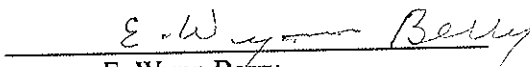
And

By: 
Its: Sandra Abrams
Secretary

E.W. BERRY, INC.
A Michigan Corporation

By: 
Its: E. Wynn Berry
President

DIRECTOR AND PRINCIPAL


E. Wynn Berry