

**Final**  
**CHARTER TOWNSHIP OF COMMERCE**  
**DOWNTOWN DEVELOPMENT AUTHORITY**  
**Tuesday, August 15, 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 12:01pm.

**Downtown Development Authority:**

**Present:** 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)  
Debbie Watson, DDA Director  
Molly Phillips, DDA Treasurer  
Lt. Wendy Reyes, OCSO Substation Commander

**Also Present:** Melissa Creech, DDA Secretary  
Sandy Allard, DDA Assistant  
Dave Campbell, Township Planning Director  
Randy Thomas, Insite Commercial  
Matt Schwanitz, Giffels-Webster, DDA Engineer  
Chris Martella, Dawda Mann, DDA Attorney

**Item 1: Approval of Minutes**

**MOTION** by Mirkin, seconded by Tuck, to approve the DDA Regular Meeting Minutes of July 18, 2023, as presented.

**MOTION CARRIED UNANIMOUSLY**

**Item 2: Public Comments**

No comments.

**Item 3: OCSO Report**

No report as Lt. Reyes was absent.

**Item 4: 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 will let Chris talk about all the things that have gone on during the last month regarding the legal, the condo, amendments, et cetera. I believe we do have a working purchase agreement for the .44 acres between Aikens and the DDA that is going to be swapped between Units 14 and 13.
  - This past month, I did fly a group that Bruce asked me to take up. It's one of their lead restaurant groups and they absolutely loved the site. They have two concepts, and they are kicking around the idea of possibly bringing both concepts here.

Dave Campbell – Is there any spot they like more than others?

Randy Thomas – It would be up front by the roundabout. It's a 9,000 square foot restaurant group.

Vice Chairperson Matta – So you're talking about the southwest corner?

Randy Thomas – Yes.

- Parcel B1, Phase I – Aikens, Five & Main; (continued)
  - There is a purchase agreement signed between Aikens and Continental for them to move forward.
  - I believe they will be in front of the Planning Commission at their October meeting.
- Parcel B1, Phase II – Aikens, Five & Main; Nothing has changed other than the purchase agreement I just mentioned and the swap between the two parcels.
- 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; Not much has happened during the past 30 days on that.
- Parcel G – Wynclyff; 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; Again, I get inquiries from gas station operators on a continued basis.
- 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 the DDA retains. The first one is Parcel M which is part of Phase I. Chris will discuss that. Parcel N is part of Phase II.

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

- A. Purchase Agreement .44 acres from Unit 14 – Commerce Downtown II, LLC
- B. 7<sup>th</sup> Amendment to the Commerce Towne Place Master Deed – Commerce Downtown II, LLC to contract .44 acres from Unit 14 & combine with Unit 13
- C. 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 – A lot has occurred in the last month. The 7<sup>th</sup> Amendment to the Master Deed is probably the easiest to talk about. That is simply to allow for the lot realignment for the .44 acres. These items are all tied together. As Randy mentioned, Bruce went under contract last Tuesday, after the Township Board meeting. Continental signed the purchase agreement, and they are now under contract for a large parcel of land which is discussed in the Sub-PUD, and it is necessary in Phase I to have the .44 acres. What is proposed by the 7<sup>th</sup> Amendment is the following; Unit 13 expands by .44 acres,

and Unit 14 shrinks by .44 acres. The percentages of value and allocation between Units 13 and 14 will change minimally. Between Units 13 and 14, Bruce will have about 25% of the project. This was a simple amendment done by Kim Shierk. This has been reviewed by the Township as well. I passed out a draft resolution today, but we will discuss the motion once I get through all items.

That moves us onto the Purchase Agreement for the .44 acres. We have gone back and forth with Bruce and his attorney for the last month as we were instructed to do final negotiations on language regarding who is paying for what, and how things will be aligned. Bruce was not going to sign anything until he had everything locked up and approved for the lot line adjustment, his Sub-PUD, et cetera, and he wasn't going forward until Continental signed on Tuesday last week. Now Dawn and Bruce are ready to proceed.

The .44-acre Purchase Agreement is based on the original purchase agreement. It is wholly contingent on the Continental deal closing, as is everything I talk about today. If Continental does not close, the 7<sup>th</sup> Amendment is for naught and is not recorded, the .44-acre Purchase Agreement is terminated, and we will get into the 14<sup>th</sup> Amendment, which would also go by the wayside and terminate.

Currently, there is a 120-day due diligence period on the .44-acre parcel, which matches the due diligence period for Continental. However, one thing that became a sticking point with me, and with Deb as well, is that in their purchase agreement with Continental, they have two automatic extensions of 60 days each, after the 120, if they are diligently pursuing municipal approvals that have not been obtained. They wanted similar language like that in our purchase agreement. After counsel with Deb, that was a hard no. It was not going to be automatic. If the Township and the Planning Commission and Continental can't come to terms within 120 days ... Dave, is the plan for October for Continental to be in front of you?

Dave Campbell – I just talked to the Continental guys yesterday and they are shooting for the October 2<sup>nd</sup> Planning Commission meeting.

Attorney Martella – Okay. So, I'm pretty sure that 120 days should be plenty of time. If they needed it, I did not take it off the table. I just said to Dawn, if you need more time, come back to us and show us that everybody is working toward a resolution, and we can talk about the possibility of extending the due diligence period for the .44-acre piece.

Vice Chairperson Matta – Does Continental have the right to get the 60 days, and if so, do they have to pay any hard money for that?

Attorney Martella – They do not have to pay hard money for the initial extension. They have to prove that they have been diligent in pursuing Planning Commission approval, and it has not occurred yet, and they can get the extension. It's not automatic; it's an ask, but it's an ask with no strings.

Tim Hoy – Would hard money occur, after 120 days, if they still don't have everything done and we need to extend that, would hard money come into play?

Attorney Martella – I would advise the Board that it should. If they want that time, they will need to come back to us, and I will counsel you at that point in time. I assure you it would include some sort of hard money.

Vice Chairperson Matta – And disclosure of hard money that he may get, because if it's not automatic for Continental, you can imagine that Bruce is going to ask for hard money. We need to know what that is so it's commensurate.

Attorney Martella – I didn't want to begin negotiation on a what-if basis, because it's a big what-if. Based on what I was told, Continental is coming into the October meeting, they're already putting money into the project, they're doing due diligence, preparing site plans, and they are spending money on developing this. So, they are proceeding with haste, which implies to me they're going to want to get this going.

Vice Chairperson Matta – Well it's less than 60 days before they're in front of the Planning Commission.

Dave Campbell – In theory, if everybody does their job right, they get in front of the Planning Commission on October 2<sup>nd</sup>. If they get their site plan approved for their development on their condo unit, then they're good to go. They don't need to go back to the Township Board or anything like that. They just need approval from the Planning Commission.

Attorney Martella – This now brings me into the fun part of all this, the 14<sup>th</sup> Amendment to the Purchase Agreement. This is a very simple amendment which just says two things; one, we're modifying the option section of the agreement that talked about Unit 14, because Unit 14 will now shrink, and Unit 13 will expand. Two, the goal was to tie down the actual dimensions and depiction of Pad A, and the triggering event for the transfer of Pad A to the DDA and Commerce Towne Place Association. In talking to Matt Schwanitz, and working with Dawn, we came up with language regarding the triggering event as follow. Within their site plan approval and other documents presented to the Planning Commission and to the Township Board, that were approved, there is a clear demarcation of what will be Bruce's sub-condominium. So, he has condominiumized Unit 13 into a sub-condominium, and within that sub-condo he has identified "Contractible Area A" which is Pad A, and it has been depicted and defined. You can see the exhibit in your packet. And, we now have a legal description for it.

David Smith – Where is that at?

Vice Chairperson Matta – It was forwarded by email, if you look at the B-docs that came out.

Engineer Schwanitz – Yes, they have a draft B-doc for their sub-condo.

Vice Chairperson Matta – It's 1.09 acres. It's kind of a sideways tear-drop shape.

Attorney Martella – Correct, it's irregular in shape, but it has nice frontage along the access road and the intersection at the roundabout.

David Smith – Since it's in the sub-condo, do we have to wait for it to be created?

Attorney Martella – Yes, and no. We all agree that the concept of, and the legal right to, Pad A existed when the very first purchase agreement was signed, 13 amendments ago. We have legal right to it, it's just that the defined area was not there. The defined area

will be within this condominium and, arguably, they don't even have to submit their condominium. We have referenced the documents with the legal description within this amendment. It's not identified as an expandable area in the 14<sup>th</sup> Amendment – it has a metes and bound description of what it's going to be.

Vice Chairperson Matta – It's a contractible area so they can deed it out, which is the point, without having to go back.

David Smith – It's defined in the 14<sup>th</sup> Amendment.

Vice Chairperson Matta – Correct.

Attorney Martella – The exhibit to the 14<sup>th</sup> Amendment has Pad A defined by legal description already, even without the sub-condo.

Vice Chairperson Matta – And the conditions are that they bring the utilities, and we've listed all of the utilities, what has to be there, stubbed out at the pad.

Attorney Martella – Thank you, nice lead in for that. Part of the 14<sup>th</sup> Amendment is the triggering event for delivery of Pad A to the DDA. That took a little more work, but it is where it needs to be. The bottom line is, as we always agreed, the transfer of Pad A to the DDA by deed will occur within some amount of time from when utilities are stubbed to the property. What we are tying with the stubbing of utilities to Pad A is actually the development of Continental. Continental is under a development agreement with Bruce to put in utilities. There is a utility agreement with Continental as part of their purchase agreement, where they are required to bring in utilities, and also pull them to our site and stub them.

David Smith – Our Pad A is being sold to Bruce, and then being transferred back to us through the condominium.

Attorney Martella – Pad A was sold as part of Unit 13, and based upon how Bruce was going to develop, part of the agreement was that we would get a pad of roughly 1.00 to 1.25 acres in size, in a place that was beneficial, with some parameters. So, when you sold Unit 13, you sold what was going to be Pad A, with a right to get it back from Bruce, at no charge, with the improvements.

Vice Chairperson Matta – That's right, and now it's defined.

Attorney Martella – And now it's defined. It was never defined; it was just that you were going to get a pad with these improvements, and roughly with these dimensions. Now we have where it is going to be, and we also have language about triggering its contraction from Unit 13 and its transfer to the DDA.

Discussion continued regarding the transfer of Pad A to the DDA.

Matt Schwanitz – As to the utility stub locations, the leads might not be that critical. If Randy has a buyer that jumps in before construction, those could change. At least they have the obligation to get them in. You don't want to put in anything that would be torn out.

David Smith – Right, but once it's stubbed ... I don't want them to build the road, pave the access drive and then later on, have to rip it all out. I'm still just taken back a little bit by the ...

Randy Thomas – David, let me make it simple for you. It was a structure that we could work with, knowing that everything was going to be defined in the future, but we couldn't define it at that time because we really didn't know what the project was going to look like. And now is that time where things are defined, and once this event occurs, then the transfer will come back to the DDA.

Tim Hoy – From the DDA's perspective, the existing pad that was there for our sale, after the project got started, would have had great value. In the reconfiguring of this property, from a real estate perspective, does that new pad have the same value?

Randy Thomas – The only constraint really is how irregular-shaped it is. Out of the 1.09 acres, it's really going to be a certain set of defined users. To answer your question, from a market standpoint, as Bruce starts to develop the property, the pad will become more valuable. It's the same thing that we have in Phase II, that's not yet defined, in the same scenario. Once we get to that point, then our second pad will get further defined. We didn't have any method at that point because we didn't know what it was going to look like. Once Bruce starts triggering sales of his pads, that will be utilized for our comps.

Engineer Schwanitz – On the same note, in earlier thoughts, the pad was floating out somewhere else. Now, it's on the right-turn into the main project at a light. That's kind of a big deal.

David Smith – Technically, we can't sell it now, but we could take a purchase agreement on it, possibly, but it would be subject to ...

Attorney Martella – Unfortunately, there are a lot of items it would be subject to.

David Smith – We couldn't actually declare clear title and fee until all of this is done, so we're contingent on what's happening in the future.

Attorney Martella – The DDA will not have title to the property until 21 days after final municipal approval of the stubbed utilities, pursuant to the way the amendment is drafted.

Engineer Schwanitz – And I might add, the pad is clearly defined now, but it doesn't exist. It's more than a subtle distinction.

Vice Chairperson Matta – Ultimately, if you get a PA, you might be able to control where the stubs go at some point in time, so it's not a bad thing to have that floating out there.

Attorney Martella – Something I discussed further with Randy and Deb is that it's going to be very hard to sell a piece of property that doesn't have its utilities stubbed yet.

David Smith – I get it, but you never know when someone might see the value of it and want to commit.

Randy Thomas – David, I think it's something we can manage. The next 90 days will tell us what direction we're going in. At the October 2<sup>nd</sup> meeting, we will know where Continental is at, which starts the triggering events of all the other things.

David Smith – I just want to clarify that we are going in a positive direction.

Attorney Martella – It is as far down the trail as we have ever been, with real action. In the 7 years I have been involved with this project, I have talked to the Township Attorney more in the last 3 weeks than in all 7 years combined, because all of a sudden, things are moving fast. Bruce's people are responsive and agreeable. It's a good thing and I'm happy we have forward momentum.

Vice Chairperson Matta – And we now need motions, right?

Attorney Martella – Yes, are there any other questions about the three agenda items?

David Smith – With all of the renegotiation going on, is that on our dime?

Attorney Martella – Yes, and no. Part of our negotiations with Bruce was that Bruce would pick up the tab for the legal time and effort put into modifying the option, i.e., the .44 acres, as all of that is something we would not have had to do, but for his ask. He could have just waited and bought Phase II or bought them all together initially. Because he is now asking us to modify, a lot of the time for the 7<sup>th</sup> Amendment, the 14<sup>th</sup> Amendment and the PA are being billed to him. I can't say all of it because some discussions and time spent working with Matt, Dave or the Township Attorney have been on the bigger picture and things that would have to occur, regardless of the .44 acres.

Engineer Schwanitz – And he's footing the bill on the B-docs too. That's something he clearly agreed to.

David Smith – Is that the 7<sup>th</sup> replat?

Engineer Schwanitz – The 7<sup>th</sup> Amendment. Before I forget, even though this is housekeeping, Dawn still owes us the title work so we can finalize it.

Attorney Martella – That has been ordered. I have talked to the title company. It's in play.

Engineer Schwanitz – So we've got the B-doc amendment done, unless another instrument pops up.

Vice Chairperson Matta – But the PA is still in play, right? We have not finalized the terms of that?

Attorney Martella – Correct. As of yesterday, I received minor amendments to the PA, and a very large amendment to the 14<sup>th</sup> Amendment. The 14<sup>th</sup> Amendment was going to cover Pad A. Dawn has felt it appropriate to cover Pad A and Pad B, and discussing the establishment of Pad B. I think it's a little overreaching and unnecessary, but the language proposed is mildly innocuous to the effect of clearly defining Pad B and where it might go, along with the timing for that. No legal description and nothing like we have

for Pad A because Pad B has not been sub-condominiumized. He hasn't even bought Unit 14 yet, and that's why I thought it was premature.

David Smith – It has been mentioned in perpetuity.

Attorney Martella – I'm not sure why it's in there.

Randy Thomas – The DDA still owns it.

Attorney Martella – At this point, I would like to see a motion approving the draft resolution to approve the finalization of all three of these items, and execution of those documents.

Vice Chairperson Matta – In front of you are some draft motions and a resolution. You can see that there are three items on Page 2 of the resolution that would essentially be the motion.

Attorney Martella – Correct, and you can also make a motion to approve the resolution as presented.

Vice Chairperson Matta – Right and make it simple that way. If we're going to do it that way, the resolution talks about authorizing the Chairperson and Secretary, and in absence thereof, Chairperson, Vice Chairperson, Secretary, Treasurer, or DDA Director, along with the Attorney, can negotiate and finalize the .44-acre Purchase Agreement and the 14<sup>th</sup> Amendment which modifies the Phase II parcel option as a result of the .44-acre split from Unit 14. It also authorizes the DDA to take all necessary and appropriate steps to consummate the sale of the .44-acres, and it basically ratifies all actions leading up to this point. Do you want to make a motion just to approve it in the form of the resolution presented?

David Smith – I don't have a problem with all three of them as presented.

**MOTION** by Smith, supported by Mirkin, to approve the resolution as presented by counsel.

**MOTION CARRIED UNANIMOUSLY**

Attorney Martella – Just so everybody knows, at the Township Board meeting, it was also approved to extend the Library Option Agreement until October 31, 2025, which coincides with the extension on Phase II/Unit 14. That is just informational. In addition, I have signature copies for everyone for after the meeting for these items.

Jose Mirkin – Chris, just a suggestion. When you talk with Bruce's lawyer, you can tell them that the DDA Board hates the word "extension", so you have 120 days to due diligence. More than that, the DDA is going to say no because we have heard it for too many years.

Attorney Martella would relay the message.



**Item 6: Director's Report –**

Director Watson's report was in the Board's packet, and is included here in its entirety.

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

- Aikens/Five & Main –
  - Once again this month, the Planning Director's report eloquently and thoroughly described all of the Five & Main requests. I would defer to Dave Campbell's commentary. Over the past month, counselors for all parties involved have been working diligently to finalize these items:
    - Second Amended & Restated Sub-PUD
    - New Five & Main Condominium – Phase I/Unit 13
    - 7<sup>th</sup> Amendment to the Commerce Towne Place condominium
    - Purchase Agreement for .44 acres of the DDA's Unit 14, to be merged into Bruce Aikens' Unit 13, which will help facilitate Continental's proposed multi-family development
- The PUD, the new condominium and the 7<sup>th</sup> Amendment were all approved by the Township Board on August 8<sup>th</sup>. In addition, the Library Option was extended through October 31, 2025.
- Three of the above action items are also on the August 15<sup>th</sup> DDA Agenda for consideration by the Board.
- Merrill Park – Their HOA is working with the Fire Department regarding speed bumps in their neighborhood on their private roads.
- The Avalon of Commerce Township – They were notified by the Township that their temporary sign needs to be replaced. It was changed again several months ago by their new management firm.
- Shapiro/Barrington – Jim Galbraith's replat and 6<sup>th</sup> Amendment to the CTP Master Deed were approved in July. The documents and details are being finalized. Construction and landscaping are nearly finalized at Barrington, although they have had some issues with Consumers Energy.
- Wyncliff – 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 – Nothing new to report.
- Parcel C / Unit 3 – Lafontaine Automotive Group Dealership (LAG) – Nothing new to report.
- 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** – We are reviewing current expenses, along with projecting the remainder of 2023, and looking ahead to the 2024 CTP budget.
- B. **Dues** – All annual payments are current. Quarterly dues invoices were sent out in July and Merrill Park's payment has already been received.

**C. Tax Forms & Reports** – Nothing new to report.

**D. Lighting/Electrical – Shaw Elec., Mark Fetters, Adam Dornton, Eric Peterson**

- On July 19<sup>th</sup>, I notified Shaw that we had a bank of lights out at the Pontiac Trail roundabout, and the median in front of Barrington. Adam was onsite promptly that afternoon to inspect. It appears that our conduit was damaged, and lines were cut by directional boring under the road at Barrington, despite all our staking and flagging efforts. The issues were solved, lines re-routed, and repairs made.
- Other minor light pole repairs were made this week.
- Our lighting inventory is verified and sufficient.

**E. Landscaping & Maintenance – United Lawnscape, Angela Munroe; Bob Rousseaux's Excavating, Mark Rousseaux**

- Maintenance is being performed and we correspond regularly with our contractors to address issues.
- The planting project and mulch is complete. Tree water bags are filled weekly. I am truly thankful for all of the rain we've had over the past several weeks, as the new plantings appear to be doing well.

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

- We will get quotes soon for well drilling to augment our irrigation pond and review the permitting process. The well project will likely take place next year as the budget allows.
- The mid-season irrigation inspection was done on July 14<sup>th</sup> and minor repairs were made.

**IV. Other –**

- We continue to correspond with Cadillac Asphalt, the contractor for RCOC who repaved Martin Parkway, regarding clean-up of the roundabouts to remove residual asphalt on the stamped concrete. They are looking for a vendor to contract with for power washing. We forwarded a quote that we received. They will keep us in the loop on their plans and scheduling.
- The 2024 budgets for both CTP and DDA are under review in preparation for the upcoming budget season. As I mentioned last month, we will add engineering to our DDA budget.

**Township Board Report**

Supervisor Gray shared the following with the DDA Board:

- Our Township Board meeting was last Tuesday.
- As Chris mentioned already, we approved the Five & Main site condominium for Unit 13 of Commerce Towne Place, and the 7<sup>th</sup> Amendment to the Master Deed, as well as approving the Library Parcel Option to be extended to October 31, 2025, to match the extension on Unit 14/Phase II.
- We had folks come in to speak under public comment. The Township went out recently and did an encroachment study on all of the 167 Township-owned parcels, and every resident that was encroaching on our property was sent a letter. We had some unhappy folks. We are in the process of discussing how we're going to move forward with that.

- We approved the increase for our transportation for the Fire Department, for ALS, and we're going to move forward with that type of transportation service. We also amended our fee ordinance accordingly.
- We approved of our municipal credits that we receive for our transportation to be turned over to Oakland County.
  - I think I mentioned this before, but seven communities, City of Wixom, City of South Lyon, Lyon Township, Milford Township, Village of Milford, Commerce Township, and Village of Wolverine, all worked with the County regarding the new transit tax that we have. All of us went with People's Express, we all had our own individual contracts, and we all had our own boundaries.
  - After many months of negotiation, any residents in those seven communities can go from 7 Mile Road to M-59, and from Drake Road to US-23.
  - Any resident can use that service for \$4.00. If you're a senior, disabled, low-income or a veteran, it's \$2.00. We actually decreased costs for our residents.
  - Our service hours now go from 6:00am to 9:00pm, whereas they used to go 9:00am to 5:00pm Monday through Friday. We also now have 9:00am to 5:00pm on Saturdays, and we never had Saturdays before.
  - You still have to call in for a 72-hour lead time for a pickup, but this is pretty huge for all residents. It doesn't quite come up to the \$2.3 million that we contribute to the transit tax, but it services residents more based upon what the County was selling to communities.
  - That service will start September 1<sup>st</sup>.
  - We no longer have to pay People's Express because our contract will end, and everything will be redirected through the County.
- A couple months ago, we did pass a septic tank inspection, which should start in November. Anytime someone sells a house, they have to get their septic tank inspected before the purchaser can renew it. This is an old ordinance that we updated. It is from the 90's when the County was going to take over all septic tank inspections, and you had to get your septic inspected every 5 years. We felt there is no way we can manage that without an entire division for it, so we changed it to when homes are sold.

#### **Item 7: Engineer's Report**

Engineer Schwanitz – We went over most of the stuff with Bruce's amendments. As for the 6<sup>th</sup> Amendment, it's finally good to go too, which is Galbraith's site modification on his frontage parcels on Martin Parkway. There were some facts of title that popped up in his last round that he had to get resolved. I believe Kim Shierk has everything from us and I think everyone is just waiting for the final review and recording. That definitely has to be recorded before Bruce's.

Discussion took place regarding the commercial property in front of Barrington, which is referred to as Parcel H.

#### **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 it all.
- Mr. Aikens had a good day at the Township Board last Tuesday. There were four different approvals he needed, and he got all four as Larry went through.
- At the Planning Commission meeting, last week Monday, there were a couple properties within the DDA district. One is Home Depot. Anyone who goes to Home Depot, especially in the springtime knows that they've got a lot of outdoor storage, displays and sales. The Township wants to wrangle that into some degree, so they had to come to the

Planning Commission and first get approval for whether they could have outdoor storage at all, and then they're going to come back to the Planning Commission in the near future with a site plan for where exactly they would want to have that outdoor storage, so that we have a defined area on their site plan.

- The other thing at the Planning Commission was Randy Thomas with the former Commerce Drive-in site with a concept plan for what he wants to do on that property to get the Planning Commission's initial thoughts on that. Everything I have talked with Randy about since is that it's something he is going to move ahead with.

Discussion continued regarding the Commerce Drive-in site and traffic concerns along that stretch of Martin, Richardson and Union Lake Road.

David Smith – Does that allow the previous idea of making that intersection a 4-way?

Randy Thomas – Previously, what the family was going to do, and this goes back to Tom Zoner's days; I approached the Township and said, the family recognizes that something needs to happen here to address traffic. We were going to donate a portion of the land if there was funding for a road to come off Martin, probably a roundabout at Martin, swing through the property, and then another roundabout at the intersection of Union Lake and Richardson. It went as far as a study that was commissioned by RCOC done by HRC. The determination was that it would be between \$26 and \$29 million.

Dave Campbell – And that was 5 years ago.

Randy Thomas – Right, and I followed up with David Scott, along with Larry. There's just no vision of funding in sight. We have waited long enough and we're ready to take the next steps. We will work with the Township to come up with something there.

#### **Item 9: 2024 DDA Budget**

Vice Chairperson Matta – You have in your packet a revised proposed 2024 DDA Budget. Deb wanted me to highlight that there are a couple of increases that you can see in the appropriation section. There's about a 4% increase in the Director's fee, and roughly the same for the Administrative Assistant fees. There is a slight increase for Attorney fees, and also for Consultant fees as we anticipate going forward with more time involving them as the Five & Main project gets underway and starts moving toward breaking ground.

Deb indicated that we could approve it now if we wanted to, or if we have questions we could wait until the next meeting. This obviously has to get approved by us and the Township has to approve it as well. Larry, any thoughts on this?

Supervisor Gray – We are hoping to start budget meetings in September. When is our next DDA meeting?

Vice Chairperson Matta – September 19<sup>th</sup>.

Supervisor Gray – Okay. Unless there are some huge concerns or questions, it would be favorable if you could approve it today.

Vice Chairperson Matta – Does anyone have questions?

No questions or comments.

Vice Chairperson Matta – I read through everything on here, and it made sense to me. The increases are modest, and I think they're necessary for all of the activities that are hopefully coming up. From my standpoint, I don't have any questions or issues with it. Unless anyone else does, I'll entertain a motion to approve.

**MOTION** by Hoy, supported by Mirkin, to approve the proposed 2024 DDA Budget as presented to the DDA. **MOTION CARRIED UNANIMOUSLY**

**Item 10: Committee Reports**

A. Finance Committee – No report in Susan Spelker's absence.

B. Public Relations Committee –  
Jose Mirkin, Public Relations Chairperson – I'm still pursuing the DIA Inside-Out displays at the Commerce Township Library in the October/November time frame. I don't have a final decision yet.

Vice Chairperson Matta – Thank you for your continued efforts.

Supervisor Gray – Jose, can we make sure to mark the locations so when they come back next year, they know where to put the art and they don't hit any sprinkler or power lines?

Jose Mirkin – Sure.

C. Marketing Committee –  
David Smith, Marketing Chairperson – I have nothing to add.

**Item 11: Approval of Warrants and/or Carryovers, Add-ons, Revenue & Expenditure**

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

**Item 12: Other Matters**

Supervisor Gray – Wendy was not here today, but just so you know, on the new substation for the OCSO, we're hoping to possibly have it done by the end of October. It's getting painted right now. They got all of the drywall done. It is a very tight schedule. If everything goes well, they might be in there by the end of October.

Vice Chairperson Matta – Yes, there was talk about maybe touring the substation today, but I think that has been adjourned.

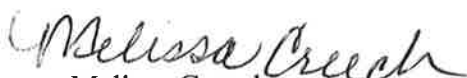
Supervisor Gray – Yes, we can do it next time. It's still really dusty over there.

**The next regularly scheduled DDA meeting is Tuesday, September 19, 2023, at 12:00pm.**

**Item 13: Adjournment**

**MOTION** by Mirkin, seconded by Hoy, to adjourn the meeting at 12:48pm.

**MOTION CARRIED UNANIMOUSLY**

  
Melissa Creech  
DDA Secretary

EXP CHECK RUN DATES 08/15/2023 - 08/15/2023  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID

BANK CODE: DDA  
DDA WARRANTS

AUGUST 15, 2023

Vendor Code	Vendor Name	Description	Amount
Invoice			
ADKISON	ADKISON, NEED & ALLEN		
ACCT 1-0005M		DDA MATTERS THROUGH JULY 31, 2023	561.00
TOTAL FOR: ADKISON, NEED & ALLEN			561.00
WATSON	DEBORAH WATSON		
JUL/AUG 2023		DDA DIRECTOR 7/13/23 - 08/10/23	5,161.00
TOTAL FOR: DEBORAH WATSON			5,161.00
KEMP	KEMP, KLEIN, UMPHREY & ENDLEMAN, PC		
218619		PROFESSIONAL SERVICES THROUGH JULY 31, 202	100.43
TOTAL FOR: KEMP, KLEIN, UMPHREY & ENDLEMAN, PC			100.43
SANDYB	SANDY ALLARD		
JULY/AUG 2023		DDA ASSISTANT 7/13/23 - 08/09/23	786.50
TOTAL FOR: SANDY ALLARD			786.50
WILLIAMSWI	WILLIAMS, WILLIAMS, RATTNER&PLUNKET		
108913		PROFESSIONAL SERVICES THROUGH JUNE 30, 2023	733.69
TOTAL FOR: WILLIAMS, WILLIAMS, RATTNER&PLUNKET			733.69
TOTAL - ALL VENDORS			7,342.62