



**CHARTER TOWNSHIP OF PLYMOUTH
DOWNTOWN DEVELOPMENT AUTHORITY**

Monday, February 12, 2018

4:00 p.m.

Plymouth Township Hall – Town Hall Meeting Room

- A. Meeting called to order at _____ p.m.
- B. Roll Call
 - _____ Kurt Heise _____ Fred Brunk _____ Dave Cook
 - _____ Paul Fessler _____ Paul Garon _____ Mike Kolb
 - _____ Ryan Kolb _____ George Lytle _____ Mike Workman
- C. Oath of Office for reappointed members
- D. Chairperson Comments
- E. Election of Officers for 2018 (Vice-Chairman, Secretary, and Treasury)
- F. Approval of Minutes – Regular Meeting, November 13, 2017
- G. Approval of Bills
- H. Plymouth District Library – Agreement to Share Revenue – *Carol Souchock, Director, Plymouth District Library and Mary McGuire, President, Plymouth District Library Board*
- I. DDA Update from Planning Consultant – *Laura Haw*
- J. Board Member Comments
- K. Public Comments
- L. Adjournment

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FEBRUARY 12, 2018**

ITEM F

**APPROVAL OF MINUTES
November 13, 2017**

**CHARTER TOWNSHIP OF PLYMOUTH
DOWNTOWN DEVELOPMENT AUTHORITY
REGULAR MEETING – NOVEMBER 13, 2017**

Supervisor Heise called the meeting of the Downtown Development Authority to order at 4:17

MEMBERS PRESENT: Kurt Heise Fred Brunk
Dave Cook Paul Garon
Ryan Kolb George Lytle

MEMBERS EXCUSED: Paul Fessler
Mike Kolb Mike Workman

OTHERS PRESENT: Laura Haw, AICP, Planning Consultant
Sue Brams, Executive Asst. to Supervisor
Alice Geletzke, Recording Secretary

C. Chairperson Comments – There were none at this time.

D. Approval of Minutes – Regular Meeting, September 11, 2017

Moved by G. Lytle and supported by F. Brunk to approve the minutes of the regular meeting of September 11, 2017. Ayes all.

E. Approval of Bills

Moved by R. Kolb and supported by G. Lytle to approve the bills as presented in the amount of \$27,331.29, plus the additional bill of \$2,250 from Dan's Custom Brickwork for repairs at 1009 Ann Arbor Road. Ayes all.

F Landscape and snow removal services for 2018 – Kurt Heise

Mr. Heise recommended that the contract with Serene Surroundings be extended for an additional year, as they have been reliable and responsive, or the contract could be rebid.

Moved by K. Heise and supported by P. Garon to extend the contract with Serene Surroundings for the calendar year of 2018. Ayes all.

G. DDA Update from Planning Consultant – Laura Haw

Mrs. Haw noted that the landscaping complaints around the site of the Fifth/Third Bank are being reviewed by the Code Enforcement Officer who is working with the property owner on fall clean-up and spring replanting. Regarding damage to the ADA pad at the Kroger, DPW is looking at a temporary fix, then bids will be sought to make sure it is ADA compliant. She noted reimbursement is being applied for through MMRA for the brickwork damage at the Trading Post at 1009 Ann Arbor Road.

She also updated members on the Dunkin' Donut and car wash applications, with the Fire and Police Chiefs still working with Wayne County on the truck parking problems on Tavistock

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REGULAR MEETING – NOVEMBER 13, 2017**

Circle. She also mentioned that costs for street light repairs on Ann Arbor Road should come out of DDA funds, rather than the General Fund.

She asked for thoughts regarding DDA goals and objectives for the coming year for the February meeting, such as façade grants and demarcation along the I-275 corridor.

H. Board Member Comments

Mr. Heise gave members an update on commercial activity in the area, including the Steak and Ale and K-Mart properties.

I. Public Comments – None

J. Adjournment

Moved by R. Kolb and supported by P. Garon to adjourn the meeting at 4:29 p.m. Ayes all.

Ryan Kolb, Secretary
Charter Twp. Of Plymouth
Downtown Development Authority

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ITEM G

APPROVAL OF BILLS

**Charter Township of Plymouth
AP Invoice Listing - Board Report**

VENDOR INFORMATION**INVOICE INFORMATION**

Bidigare Contractors, Inc. Concrete Repairs Various Locations 248-248-823.000	<i>ADA Ramps Ann Arbor Rd & Sheldon</i>	Invoice Amount: Check Date:	\$2,250.00 02/12/2018 <i>2,250.00</i>
SERENE SURROUNDINGS, INC. East Phase DDA - Nov 2017 Mowing and Clean up 248-248-776.000	<i>MAINTENANCE-GROUNDS</i>	Invoice Amount: Check Date:	\$490.00 02/12/2018 <i>490.00</i>
SERENE SURROUNDINGS, INC. West Phase DDA - Nov 2017 Mowing and Clean U 248-248-776.000	<i>MAINTENANCE-GROUNDS</i>	Invoice Amount: Check Date:	\$350.00 02/12/2018 <i>350.00</i>
MCKENNA ASSOCIATES INC PROFESSIONAL SERVICES FROM 12/1/-12/31 20 248-248-818.000	<i>PROF SRVICES 12/1 - 12/31 2017</i>	Invoice Amount: Check Date:	\$1,573.50 02/12/2018 <i>1,573.50</i>
MCKENNA ASSOCIATES INC DDA - PROFESSIONAL SERVICES 12/1 - 12/31 20 248-248-818.000	<i>PROF SERVICES DECEMBER 1-31 2017</i>	Invoice Amount: Check Date:	\$630.50 02/12/2018 <i>630.50</i>
SERENE SURROUNDINGS, INC. DDA - WEST PHASE LAWN MOWING & SNOW RE 248-248-776.000	<i>MAINTENANCE-GROUNDS</i>	Invoice Amount: Check Date:	\$3,080.00 02/12/2018 <i>3,080.00</i>
SERENE SURROUNDINGS, INC. DDA EAST PHASE MOWING & SNOW REMOVAL 1 248-248-776.000	<i>MAINTENANCE-GROUNDS</i>	Invoice Amount: Check Date:	\$3,785.00 02/12/2018 <i>3,785.00</i>
CHARTER TWSP OF PLYMOUTH DEC 2017 ELECTRIC CHOICE 248-100-067.000	<i>DUE TO/FROM OTHER GOVT UNITS</i>	Invoice Amount: Check Date:	\$917.61 02/12/2018 <i>917.61</i>
Total Amount to be Disbursed:			\$13,076.61

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION

INVOICE INFORMATION

CHARTER TWSP OF PLYMOUTH		Invoice Amount:	\$866.05
NOV 2017 ELECTRIC CHOICE PAYMENT		Check Date:	01/10/2018
<i>248-100-067.050</i>	<i>DUE TO/FROM PLY TWSP GEN FUND</i>		<i>866.05</i>
DTE ENERGY		Invoice Amount:	\$44.18
44644 ANN ARBOR RD W BLDG IRRIGATION 9/2		Check Date:	01/10/2018
<i>248-248-776.000</i>	<i>MAINTENANCE-GROUNDS</i>		<i>44.18</i>
DTE ENERGY		Invoice Amount:	\$44.73
DDA DTE - 575 ANN ARBOR RD W BLDG IRRIGAT		Check Date:	01/10/2018
<i>248-248-776.000</i>	<i>MAINTENANCE-GROUNDS</i>		<i>44.73</i>
DTE ENERGY		Invoice Amount:	\$44.40
DDA DTE 575 ANN ARBOR RD W BLDG IRRIGATI		Check Date:	01/10/2018
<i>248-248-776.000</i>	<i>MAINTENANCE-GROUNDS</i>		<i>44.40</i>
DTE ENERGY		Invoice Amount:	\$44.18
DDA DTE - 42171 ANN ARBOR RD E BLDG IRRIG		Check Date:	01/10/2018
<i>248-248-776.000</i>	<i>MAINTENANCE-GROUNDS</i>		<i>44.18</i>
DTE ENERGY		Invoice Amount:	\$44.40
DDA DTE - 217 ANN ARBOR RD BLDG IRRIGATIO		Check Date:	01/10/2018
<i>248-248-776.000</i>	<i>MAINTENANCE-GROUNDS</i>		<i>44.40</i>
Total Amount to be Disbursed:			\$1,087.94

**Charter Township of Plymouth
AP Invoice Listing - Board Report**

VENDOR INFORMATION

INVOICE INFORMATION

MCKENNA ASSOCIATES INC		Invoice Amount:	\$218.25
MCKENNA CONSULTING SERVICES 11/-11/31 2017		Check Date:	12/13/2017
248-248-818.000	CONSULTING SERVICES 11/1-11/31 2017		218.25
MCKENNA ASSOCIATES INC		Invoice Amount:	\$1,908.00
MCKENNA ON SITE SERVICES NOV 2017		Check Date:	12/13/2017
248-248-818.000	MCKENNA ON SITE SERVICES		1,908.00
DIAMOND PROCLEAN, LLC		Invoice Amount:	\$1,213.67
DDA SNOWFLAKES AND BANNERS		Check Date:	12/13/2017
248-248-776.000	INVOICE 21958 INSTALL SNOWFLAKES		813.67
248-248-776.000	INVOICE 21960 REMOVE FALL BANNERS		400.00
MCKENNA ASSOCIATES INC		Invoice Amount:	\$1,908.00
MCKENNA - ON SITE SERVICES OCTOBER 2017		Check Date:	12/13/2017
248-248-818.000	MCKENNA ON SITE SERVICES OCTOBER 2017		1,908.00
Total Amount to be Disbursed:			\$5,247.92

**Charter Township of Plymouth
AP Invoice Listing - Board Report**

VENDOR INFORMATION**INVOICE INFORMATION****DTE ENERGY**

DDA DTE - 41216 WILCOX RD BLDG C

*248-248-776.000**DTE***Invoice Amount:****\$37.49****Check Date:****11/19/2017**
*37.49***CHARTER TWSP OF PLYMOUTH**

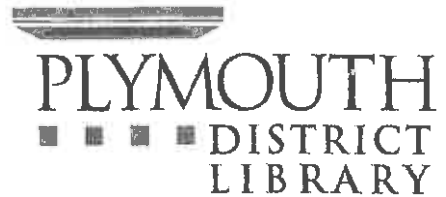
DDA - ELECTRIC CHOICE OCTOBER 2017

*248-100-067.000**DUE TO/FROM OTHER GOVT UNITS***Invoice Amount:****\$571.08****Check Date:****11/19/2017**
*571.08***Total Amount to be Disbursed:****\$608.57**

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ITEM H

**PLYMOUTH DISTRICT LIBRARY
AGREEMENT TO SHARE REVENUE**
*CAROL SOUCHOCK – DIRECTOR, PLYMOUTH DISTRICT LIBRARY
MARY McGUIRE – PRESIDENT, PLYMOUTH DISTRICT LIBRARY BOARD*



February 6, 2108

Charter Township of Plymouth Michigan DDA Board
9955 N. Haggerty Road
Plymouth, MI 48170

Re: Downtown Development Authority – Agreement to Share Revenue

Dear: Chairman Heise and DDA Board Members,

In late 2016, the Downtown Development Authority Act, 1975 PA 197, (“DDA Act”) was amended to exempt library taxes from capture under certain circumstances. For Plymouth District Library, the district wide millage is exempt because it was levied before January 1, 2017 and all of the obligations of the Charter Township of Plymouth Downtown Development Authority (“DDA”) have been paid off. Thus, the DDA no longer has the authority to capture the Library’s taxes.

However, the new amendments to the DDA Act also allows the Library to “share” all or a portion of the millage revenues that would otherwise have been subject to capture/ before the DDA amendments. Put another way, the Library may agree to allow the continued capture of Library millage. This may be done pursuant to a written agreement between the Library and the DDA.

To that end, the Library and the DDA desire to enter into an Agreement to Share Tax Increment Financing Revenue from the Plymouth District Library Millage (see attached). Pursuant to the proposed agreement, the Library will agree to share the amount that the DDA would have received from the Library millage levy if the DDA continued to capture the millage, but not to exceed \$32,221. In addition, the Library agrees only to allow the Township to capture revenue from the 2017 millage. Future revenue sharing, if any, would be subject to approval by the Library Board and would require a new agreement.

If you have any questions or concerns, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Carol Souchock".

Carol Souchock
Plymouth District Library Director

**AGREEMENT TO SHARE TAX INCREMENT FINANCING REVENUE FROM
THE PLYMOUTH DISTRICT LIBRARY MILLAGE**

This Agreement is made and entered into February 12, 2108 by and between the Charter Township of Plymouth, MI Downtown Development Authority (“DDA”) and the Plymouth District Library (“Library”). The DDA and the Library are sometimes hereinafter referred to collectively as the “Parties.”

RECITALS

WHEREAS, the DDA was established by Charter Township of Plymouth, MI pursuant to 1975 PA 197, the Downtown Development Authority Act (the “Act”); and

WHEREAS, the DDA had approved a Development Plan and Tax Increment Financing Plan and currently captures Tax Increment Financing (“TIF”) revenues from various taxing jurisdictions; and

WHEREAS, the Library is a taxing jurisdiction and levies a district wide millage for library purposes (“Library Millage”); and

WHEREAS, pursuant to 2017 PA 506, the Library’s millage is now automatically exempt from capture because all obligations of the DDA have been paid; and

WHEREAS, Section 3(3) of the Act authorizes the DDA and the Library to enter into an agreement to allow all or a portion of the Library taxes levied to be included as tax increment revenues and subject to capture; and

WHEREAS, pursuant to Section 3(3) of the Act, the Library desires to enter into an agreement with the DDA to allow all or a portion of the Library Millage to be included as tax increment revenues and subject to capture;

NOW THEREFORE, in order to carry out the intent of the Parties and all Parties providing valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

1. **Agreement to Share the Library taxes.** The Library, pursuant to Section 3(3) of the Act, agrees to allow a portion of the Library Millage to be included as tax increment revenues and subject to capture. The amount of Library Millage that the Library is sharing with the DDA shall be equal to the amount that the DDA would have received from the Library Millage levy if the DDA was capturing tax increment financing revenue pursuant to the DDA’s approved Plan but not to exceed \$32,221 (hereinafter referred to as “Amount of Shared Capture”). The Library authorizes Charter Township of Plymouth, MI to capture the Amount of Shared Capture from the Library’s 2017 Library Millage and disburse the Amount of Shared Capture to the DDA pursuant to the terms of this Agreement.

2. **Use of Amount of Shared Capture.** As a condition of receiving the Amount of Shared Capture identified in paragraph 1 above, the DDA shall provide the Library with a description of the intended uses of the Amount of Shared Capture.
3. **Term.** The term of this Agreement shall begin on December 1, 2017 and end on June 30, 2018. The only tax levy of the Library Millage that the Library is agreeing to share pursuant to paragraph 1 is the December 1, 2017.
4. **Integration.** The Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof, and supersedes all prior and/or contemporaneous discussions, representations, amendments, or understandings of every kind and nature between them.
5. **Waiver.** No waiver of any of the obligations contained herein shall be effective for any purpose unless the same shall be in writing signed by a representative of the Library upon its Library Board's approval and signed by the DDA's Chairman or Director upon its Authority Board approval.
6. **Applicable Law.** This Agreement shall be interpreted in accordance with the laws of the State of Michigan.
7. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, it shall not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms.
8. **Construction.** This Agreement has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the Parties. This Agreement therefore shall not be construed against any party to this Agreement.
9. **No Third Party Beneficiaries.** This Agreement is not intended to confer upon any person or entity, other than the Parties hereto, any rights or remedies of any kind or nature whatsoever.
10. **Amendment.** This Agreement may not be amended or modified except by written agreement signed by both Parties.
11. **Counterparts.** This Agreement may be executed in several counterparts each of which shall be deemed one and the same Agreement. It shall be binding upon and inure to the benefit of the Parties to it and their respective successors and assigns.
12. **Filing with Clerk.** As required by Section 3(3) of the Act, this Agreement shall be filed with the Charter Township of Plymouth, MI Clerk after it is executed.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**CHARTER TOWNSHIP OF PLYMOUTH, MI
DOWNTOWN DEVELOPMENT AUTHORITY**

By _____
Its: Chairman, Kurt Heise

Date: February 12, 2018

PLYMOUTH DISTRICT LIBRARY

By _____
Its: President, Mary Maguire

Date: February 12, 2108

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**CHARTER TOWNSHIP OF PLYMOUTH
DOWNTOWN DEVELOPMENT AUTHORITY
FEBRUARY 12, 2018**

ITEM I

DDA UPDATE

LAURA HAW, PLANNING CONSULTANT