

**CHARTER TOWNSHIP OF PLYMOUTH
DOWNTOWN DEVELOPMENT
AUTHORITY
REGULAR MEETING
DECEMBER 9, 2019**

ITEMS A & B

**Meeting Called to Order
Roll Call**

**CHARTER TOWNSHIP OF PLYMOUTH
DOWNTOWN DEVELOPMENT
AUTHORITY**

**REGULAR MEETING
DECEMBER 9, 2019**

ITEM C

**Approval of Agenda
December 9, 2019**



**CHARTER TOWNSHIP OF PLYMOUTH
DOWNTOWN DEVELOPMENT AUTHORITY**

Monday, December 9, 2019

4:00 p.m.

Plymouth Township Hall – Town Hall Meeting Room

AGENDA

- A. Meeting called to order at _____ p.m.
- B. Roll Call
 - _____ Kurt Heise _____ John Bidigare _____ Fred Brunk
 - _____ Paul Fessler _____ Mike Kolb _____ Ryan Kolb
 - _____ Darren LaLonde _____ George Lytle _____ Victor West
- C. Approval of Agenda
- D. Chairperson Comments
- E. Approval of Minutes – Regular Meeting, June 10, 2019
- F. Approval of Bills
- G. Receive and File 2019 DDA Budget Adjustments – *Kurt Heise and Ginger Moriarity*
- H. DDA Corridor Update – *Kurt Heise and Laura Haw*
- I. Approval of CSX Preliminary Design and Engineering Services Agreement for the Ann Arbor Road Railroad Bridge – *Kurt Heise and Laura Haw*
- J. Authority Member Comments
- K. Public Comments
- L. Adjournment

The Public is invited and encouraged to attend all meetings of the Downtown Development Authority of the Charter Township of Plymouth

**CHARTER TOWNSHIP OF PLYMOUTH
DOWNTOWN DEVELOPMENT
AUTHORITY
REGULAR MEETING
DECEMBER 9, 2019**

ITEM D

Chairperson Comments

**CHARTER TOWNSHIP OF PLYMOUTH
DOWNTOWN DEVELOPMENT
AUTHORITY
REGULAR MEETING
DECEMBER 9, 2019**

ITEM E

**Approval of Minutes
Regular Meeting – June 10, 2019**

**CHARTER TOWNSHIP OF PLYMOUTH
DOWNTOWN DEVELOPMENT AUTHORITY
REGULAR MEETING – JUNE 10, 2019**

Supervisor Heise called the meeting of the Downtown Development Authority to order at 4 p.m.

MEMBERS PRESENT: Kurt Heise
Fred Brunk
Mike Kolb
George Lytle
John Bidigare in at 4:10 p.m.
Paul Fessler
Ryan Kolb
Victor West

MEMBERS EXCUSED: Darren LaLonde

OTHERS PRESENT: Laura Haw, AICP, NCI, Planning Consultant
Sue Brams, Exec. Assistant to Supervisor.
Alice Geletzke, Recording Secretary

C. Approval of Agenda

Moved by G. Lytle and supported by F. Brunk to approve the agenda for the regular meeting of June 10, 2019. Ayes all.

D. Chairperson Comments - There were none at this time.

E. Approval of Bills

Moved by F. Brunk and supported by G. Lytle to approve the bills as listed, in the amount of \$20,722.94. Ayes all.

F. Approval of Minutes – Regular Meeting of April 8, 2019

Moved by J. Bidigare and supported by G. Lytle to approve the minutes of the regular meeting of April 8, 2019 as presented. Ayes all.

G. Receive and File 2019 Downtown Development Authority Budget – *Kurt Heise*

Moved by F. Brunk and supported by P. Fessler to receive and file the 2019 Downtown Development Authority Budget. Ayes all.

H. Q & A with Township Treasurer Mark Clinton

Treasurer Clinton explained the tax capture procedure and answered questions from members.

I. DDA Corridor Update – *Kurt Heise, Laura Haw, Plymouth Township Planner*

**CHARTER TOWNSHIP OF PLYMOUTH
DOWNTOWN DEVELOPMENT AUTHORITY
REGULAR MEETING – JUNE 10, 2019**

Supervisor Heise and Laura Haw updated Board members on the status of projects in the corridor such progress on the Kmart property and obtaining contact information for attempts to work with the railroad regarding improving the appearance of the bridge area. Also mentioned was progress on the new car wash construction and Dunkin' Donuts improvements, and inspection of damages to the decorative fencing in the corridor.

- J.** Presentation for Consideration of an Amendment to the existing Downtown Development Authority Master Plan and Tax Increment Financing Plan – *Laura Haw, Plymouth Township Planner.*

Ms. Haw noted the plan has been reviewed by the Planning Commission.

- K.** **PUBLIC HEARING** – Consideration of an Amendment to the existing Downtown Development Authority Master Plan and Tax Increment Financing Plan.

Moved by K. Heise and supported by F. Brunk to open the public hearing at 4:35 p.m. Ayes all on a roll call vote.

There being no public comment, it was moved by V. West and supported by R. Kolb to close the public hearing at 4:36 p.m. Ayes all on a roll call vote.

- L.** Recommendation to Plymouth Township Board of Trustees concerning an Amendment to the Existing Downtown Development Authority Master Plan and Tax Increment Financing Plan – *Kurt Heise and Laura Haw.*

Moved by P. Fessler and supported by G. Lytle to recommend to the Board of Trustees adoption of the amendment to the existing Downtown Development Authority Master Plan and Tax Increment Financing Plan. Ayes all.

- M.** Board Member Comments – There were none.

- N.** Public Comments – There were none.

- O.** Adjournment

Moved by R. Kolb and supported by J. Bidigare to adjourn the meeting at 4:37 p.m. Ayes all.

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

**CHARTER TOWNSHIP OF PLYMOUTH
DOWNTOWN DEVELOPMENT
AUTHORITY
REGULAR MEETING
DECEMBER 9, 2019**

ITEM F

APPROVAL OF BILLS

Charter Township of Plymouth
AP Invoice Listing - Board Report

12/4/19 ~~1/1~~

VENDOR INFORMATION

INVOICE INFORMATION

DTE ENERGY

DDA - Service @ 44644 Ann Arbor RoadW Bldg. I
248-248-776.000

DDA Service - 9100-055-5424-1

Invoice Amount: \$11.92
Check Date: 12/06/2019
11.92

DIAMOND PROCLEAN, LLC

INSTALL HOLIDAY SNOWFLAKES
248-248-776.000

INVOICE 22811

Invoice Amount: \$1,200.00
Check Date: 12/06/2019
1,200.00

Total Amount to be Disbursed: \$1,211.92

Charter Township of Plymouth
AP Invoice Listing - Board Report

DVT 11/29/2019 p.1

VENDOR INFORMATION

INVOICE INFORMATION

DTE ENERGY

DDA - Service @ 575 Ann Arbor Road Bldg, Irrigat
248-248-776.000

DDA Service - 9100-055-5410-0

Invoice Amount: \$12.06
Check Date: 11/29/2019
12.06

DTE ENERGY

DDA - Service @ 1425 Ann Arbor Road Bldg, Irrig
248-248-776.000

DDA Service - 9100-055-5393-8

Invoice Amount: \$12.06
Check Date: 11/29/2019
12.06

DTE ENERGY

DDA - Service @ 217 Ann Arbor Road Bldg, Irrigat
248-248-776.000

DDA Service - 9100-055-5381-3

Invoice Amount: \$12.06
Check Date: 11/29/2019
12.06

DTE ENERGY

DDA - Service @ 4 2171 Ann Arbor Road Bldg, Irri
248-248-776.000

DDA Service - 9100-055-5367-2

Invoice Amount: \$11.80
Check Date: 11/29/2019
11.80

Total Amount to be Disbursed: \$47.98

DPA 14 2019 1/1

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

VENDOR INFORMATION

INVOICE INFORMATION

DTE ENERGY

DDA - Service @ 44644 Ann Arbor RoadW Bldg. I
248-248-776.000

DDA Service - 9100-055-5424-1

Invoice Amount: \$15.12
Check Date: 11/22/2019
15.12

DTE ENERGY

DDA - Service @ 217 Ann Arbor Road Bldg. Irrigat
248-248-776.000

DDA Service - 9100-055-5381-3

Invoice Amount: \$15.12
Check Date: 11/22/2019
15.12

DTE ENERGY

DDA - Service @ 1425 Ann Arbor Road Bldg. Irrig
248-248-776.000

DDA Service - 9100-055-5393-8

Invoice Amount: \$15.52
Check Date: 11/22/2019
15.52

DTE ENERGY

DDA - Service @ 575 Ann Arbor Road Bldg. Irrigat
248-248-776.000

DDA Service - 9100-055-5410-0

Invoice Amount: \$15.26
Check Date: 11/22/2019
15.26

DTE ENERGY

DDA - Service @ 4 2171 Ann Arbor Road Bldg. Irri
248-248-776.000

DDA Service - 9100-055-5367-2

Invoice Amount: \$15.12
Check Date: 11/22/2019
15.12

CHARTER TWSP OF PLYMOUTH

DDA ELECTRIC CHOICE REPAYMENT - October 2
248-100-067.050

DDA - ELECTRIC CHOICE REPAYMENT - 10/19

Invoice Amount: \$678.75
Check Date: 11/22/2019
678.75

Total Amount to be Disbursed: \$754.89

DDA 11/13/19 1/1

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

VENDOR INFORMATION

INVOICE INFORMATION

MCKENNA ASSOCIATES INC

DDA - Professional Services October 2019 - #217
 248-248-818.000 On Site - Full Day (.60)
 248-248-818.000 On Site - 1/2 day (5.70)

Invoice Amount: \$2,607.00
Check Date: 11/15/2019
 441.00
 2,166.00

MCKENNA ASSOCIATES INC

DDA - Professional Services October 2019 - #900
 248-248-818.000 2.00 hrs. Sen. Prin. Plan. - CSX Review

Invoice Amount: \$220.00
Check Date: 11/15/2019
 220.00

SERENE SURROUNDINGS, INC.

DDA - East Phase Services October 2019- Invoice
 248-248-776.000 DDA-East Phase - Oct 2019 Inv.47764

Invoice Amount: \$1,900.00
Check Date: 11/15/2019
 1,900.00

SERENE SURROUNDINGS, INC.

DDA - West Phase Service- October 2019 - Inv. #
 248-248-776.000 DDA-West Phase Inv. # 47593 - Oct. 2019

Invoice Amount: \$1,530.00
Check Date: 11/15/2019
 1,530.00

Total Amount to be Disbursed: \$6,257.00

Charter Township of Plymouth
AP Invoice Listing - Board Report

DDA 9/9/19¹

VENDOR INFORMATION

INVOICE INFORMATION

CHARTER TWSP OF PLYMOUTH

Invoice Amount:

\$2,081.80

DDA - Water Billing - Oct 2019 billing for Sept. 20

Check Date:

11/08/2019

248-248-776.000

DDA - Water Usage for 9/19

2,081.80

Total Amount to be Disbursed:

\$2,081.80

Charter Township of Plymouth
AP Invoice Listing - Board Report

DDA 10/30/19^{1/1}

VENDOR INFORMATION

INVOICE INFORMATION

MCKENNA ASSOCIATES INC

Invoice Amount:

\$550.00

DDA - Professional Services September 2019 - #9

Check Date:

11/01/2019

248-248-818.000

5 hours- Senior Prin. Planner

550.00

Total Amount to be Disbursed:

\$550.00

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

DDA

VENDOR INFORMATION		INVOICE INFORMATION	
CHARTER TWSP OF PLYMOUTH		Invoice Amount:	\$620.26
DDA ELECTRIC CHOICE REPAYMENT - September 248-248-776.000		Check Date:	10/25/2019
	<i>DDA - ELECTRIC CHOICE REPAYMENT - 9/19</i>		620.26
CHARTER TWSP OF PLYMOUTH		Invoice Amount:	\$2,371.00
Comerica Bank-Credit card charges - Sept. 2019 248-248-776.000		Check Date:	10/25/2019
	<i>Haack-North End Electric-lights Twp Hall</i>		1,200.00
	<i>248-248-776.000 Haack-North End Electric-Pond Pump Repla</i>		1,171.00
SERENE SURROUNDINGS, INC.		Invoice Amount:	\$2,855.65
DDA - East Phase Services September 2019- Invoi 248-248-776.000		Check Date:	10/25/2019
	<i>DDA-East Phase - Sept 2019 Inv.47077</i>		2,855.65
SERENE SURROUNDINGS, INC.		Invoice Amount:	\$2,526.83
DDA - West Phase Service- September 2019 - Inv 248-248-776.000		Check Date:	10/25/2019
	<i>DDA-West Phase Inv. # 47078 - Sept 2019</i>		2,526.83
Total Amount to be Disbursed:			\$8,373.74

Charter Township of Plymouth
AP Invoice Listing - Board Report

DDA 10/18/19

VENDOR INFORMATION

INVOICE INFORMATION

MCKENNA ASSOCIATES INC

Invoice Amount: \$2,143.50

DDA - Professional Services September 2019 - #2

Check Date: 10/18/2019

248-248-818.000

On Site - Full Day (.90)

661.50

248-248-818.000

On Site - 1/2 day (3.90)

1,482.00

Total Amount to be Disbursed: \$2,143.50

Charter Township of Plymouth
AP Invoice Listing - Board Report

DVT

20191117

VENDOR INFORMATION

INVOICE INFORMATION

Terry Lovell DBA TNT LAWN SERVICE

Invoice Amount:

\$390.00

Invoice 462728- DDA - Township Hall Services Au
248-248-776.000

DDA-Twp. Hall Lawn 8/19

Check Date:

10/11/2019

390.00

Total Amount to be Disbursed:

\$390.00

Charter Township of Plymouth
AP Invoice Listing - Board Report

DDA [unclear] 1/1

VENDOR INFORMATION

INVOICE INFORMATION

DTE ENERGY

DDA - Service @ 44644 Ann Arbor RoadW Bldg. I
248-248-776.000

DDA Service - 9100-055-5424-1

Invoice Amount: \$44.67
Check Date: 10/04/2019
44.67

CHARTER TWSP OF PLYMOUTH

DDA - Water Billing - Oct 2019 billing for Sept. 20
248-248-776.000

DDA - Water Usage for 8/19

Invoice Amount: \$2,296.00
Check Date: 10/04/2019
2,296.00

Total Amount to be Disbursed: \$2,340.67

DDA V. Lopez 1/1

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

VENDOR INFORMATION

INVOICE INFORMATION

DTE ENERGY DDA - Service @ 1425 Ann Arbor Road Bldg. Irrig 248-248-776.000	<i>DDA Service - 9100-055-5393-8</i>	Invoice Amount: Check Date:	\$45.50 09/27/2019 45.50
DTE ENERGY DDA - Service @ 575 Ann Arbor Road Bldg. Irrigat 248-248-776.000	<i>DDA Service - 9100-055-5410-0</i>	Invoice Amount: Check Date:	\$44.95 09/27/2019 44.95
DTE ENERGY DDA - Service @ 4 2171 Ann Arbor Road Bldg. Irri 248-248-776.000	<i>DDA Service - 9100-055-5367-2</i>	Invoice Amount: Check Date:	\$44.81 09/27/2019 44.81
DTE ENERGY DDA - Service @ 217 Ann Arbor Road Bldg. Irrigat 248-248-776.000	<i>DDA Service - 9100-055-5381-3</i>	Invoice Amount: Check Date:	\$45.09 09/27/2019 45.09
MCKENNA ASSOCIATES INC DDA - Professional Services August 2019 - #9004 248-248-818.000	<i>4 hrs. Asst. Planner prep & edits</i>	Invoice Amount: Check Date:	\$220.00 09/27/2019 220.00
SERENE SURROUNDINGS, INC. Serene Inv. # 46421 - Special Mow Request - DD 248-248-776.000	<i>Special Mow - DDA - Township Hall</i>	Invoice Amount: Check Date:	\$1,311.60 09/27/2019 1,311.60
Total Amount to be Disbursed:			\$1,711.95

Charter Township of Plymouth
AP Invoice Listing - Board Report

DDA 9/18/19

VENDOR INFORMATION

INVOICE INFORMATION

MCKENNA ASSOCIATES INC

DDA - Professional Services August 2019 - #2170

248-248-818.000

On Site - Full Day (2)

248-248-818.000

On Site - 1/2 day (5.70)

Invoice Amount:

\$2,607.00

Check Date:

09/20/2019

441.00

2,166.00

CHARTER TWSP OF PLYMOUTH

DDA - Water Billing - Sept. 2019 billing for August

248-248-776.000

DDA - Water Usage for 8/19

Invoice Amount:

\$517.28

Check Date:

09/20/2019

517.28

Total Amount to be Disbursed:

\$3,124.28

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

DDA Page: 4/11/19

VENDOR INFORMATION

INVOICE INFORMATION

DIAMOND PROCLEAN, LLC		Invoice Amount:	\$400.00
HANGING OF FALL BANNERS		Check Date:	09/13/2019
	248-248-776.000	INVOICE 22740	400.00
SERENE SURROUNDINGS, INC.		Invoice Amount:	\$2,656.65
DDA - West Phase Service- August 2019 - Inv. #		Check Date:	09/13/2019
	248-248-776.000	DDA-West Phase Inv. # 46107 - Aug 2019	2,656.65
SERENE SURROUNDINGS, INC.		Invoice Amount:	\$2,581.90
DDA - East Phase Services August 2019- Invoice		Check Date:	09/13/2019
	248-248-776.000	DDA-East Phase - Aug 2019 Inv.46260	2,581.90
Total Amount to be Disbursed:			\$5,638.55

Charter Township of Plymouth
AP Invoice Listing - Board Report

DDA Page 9/15/19

VENDOR INFORMATION

INVOICE INFORMATION

CHARTER TWSP OF PLYMOUTH

Invoice Amount: \$3,427.20

DDA - Water Billing - August 2019 billing for July
248-248-776.000

DDA - Water Usage for 7/19

Check Date: 09/06/2019
3,427.20

Total Amount to be Disbursed: \$3,427.20

Charter Township of Plymouth
AP Invoice Listing - Board Report

DVA 8/31/2019

VENDOR INFORMATION

INVOICE INFORMATION

GFL Environmental USA, Inc.

Invoice Amount:

\$550.00

DPW RECYCLE CENTER / YD WSTE DUMPSTER @

Check Date:

08/31/2019

248-248-776.000

YD WSTE DUMPSTER - TWP HALL POND

550.00

Total Amount to be Disbursed:

\$550.00

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

VENDOR INFORMATION

INVOICE INFORMATION

CHARTER TWSP OF PLYMOUTH		Invoice Amount:	\$421.94
DDA ELECTRIC CHOICE REPAYMENT - July 2019 248-248-776.000	DDA - ELECTRIC CHOICE REPAYMENT - 7/19	Check Date:	08/24/2019
			421.94
SERENE SURROUNDINGS, INC.		Invoice Amount:	\$6,283.01
DDA - East Phase Services July 2019- Invoice # 4 248-248-776.000	DDA-East Phase - July 2019 INV. 45621	Check Date:	08/24/2019
			6,283.01
SERENE SURROUNDINGS, INC.		Invoice Amount:	\$7,157.58
DDA - West Phase Service- July 2019 - Inv. # 454 248-248-776.000	DDA-West Phase Inv. # 45470 - July 2019	Check Date:	08/24/2019
			7,157.58
SERENE SURROUNDINGS, INC.		Invoice Amount:	\$2,835.00
DDA Township Hall Grounds - Invoice # 45457 J 248-248-776.000	DDA-Township Hall 7/19	Check Date:	08/24/2019
			2,835.00
Total Amount to be Disbursed:			\$16,697.53

Charter Township of Plymouth
AP Invoice Listing - Board Report

DDA

8/17/19

VENDOR INFORMATION

INVOICE INFORMATION

MCKENNA ASSOCIATES INC

Invoice Amount:

\$2,166.00

DDA - Professional Services July 2019 - #21702-D

Check Date:

08/17/2019

248-248-818.000

On Site - 1/2 day (5.70)

2,166.00

Total Amount to be Disbursed:

\$2,166.00

Charter Township of Plymouth
AP Invoice Listing - Board Report

PVA 8/10/19

VENDOR INFORMATION

INVOICE INFORMATION

CHARTER TWSP OF PLYMOUTH

DDA - Water Billing - July 2019 billing for June 20
248-248-776.000

DDA - Water Usage for June 2019

Invoice Amount: **\$2,923.20**
Check Date: **08/10/2019**
2,923.20

Terry Lovell DBA TNT LAWN SERVICE

Invoice 238865 - DDA - Township Hall Services Ju
248-248-776.000

DDA-Twp. Hall Lawn 7/19

Invoice Amount: **\$325.00**
Check Date: **08/10/2019**
325.00

Total Amount to be Disbursed: \$3,248.20

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

VENDOR INFORMATION

INVOICE INFORMATION

CONSORT DISPLAY GROUP
DDA BANNERS FOR SUMMER USE

248-248-776.000 QUOTE QTE 0087450

Invoice Amount: \$688.90
Check Date: 08/03/2019
688.90

CHARTER TWSP OF PLYMOUTH
DDA ELECTRIC CHOICE REPAYMENT - June 2019

248-248-776.000 DDA - ELECTRIC CHOICE REPAYMENT - 6/19

Invoice Amount: \$432.31
Check Date: 08/03/2019
432.31

Terry Lovell DBA TNT LAWN SERVICE
Invoice 138929 - DDA - Township Hall Services Ju

248-248-776.000 DDA-Twp. Hall Lawn 6/19

Invoice Amount: \$325.00
Check Date: 08/03/2019
325.00

Total Amount to be Disbursed: \$1,446.21

DVR 711 Page: 1 1/1

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION

INVOICE INFORMATION

MCKENNA ASSOCIATES INC		Invoice Amount:	\$1,588.50
DDA - Professional Services June 2019 - #21702-		Check Date:	07/19/2019
248-248-818.000	<i>On Site - 1/2 day (3.60)</i>		<i>1,368.00</i>
248-248-818.000	<i>On Site - Full day (.30)</i>		<i>220.50</i>
MCKENNA ASSOCIATES INC		Invoice Amount:	\$165.00
DDA - Professional Services June 2019 - #90047J		Check Date:	07/19/2019
248-248-818.000	<i>Principal Planner prep & attend 6/10/19</i>		<i>165.00</i>
SERENE SURROUNDINGS, INC.		Invoice Amount:	\$3,640.79
DDA - East Phase Services June 2019- Invoice #		Check Date:	07/19/2019
248-248-776.000	<i>DDA-East Phase - June 2019 INV. 44607</i>		<i>3,640.79</i>
SERENE SURROUNDINGS, INC.		Invoice Amount:	\$3,519.17
DDA - West Phase Service- June 2019 - Inv. # 44		Check Date:	07/19/2019
248-248-776.000	<i>DDA-West Phase - Inv. # 44454 - 6/19</i>		<i>3,519.17</i>
Total Amount to be Disbursed:			\$8,913.46

Charter Township of Plymouth
AP Invoice Listing - Board Report

VENDOR INFORMATION

INVOICE INFORMATION

DTE ENERGY

DDA - Service @ 44644 Ann Arbor RoadW Bldg. I
248-248-776.000

DDA Service - 9100-055-5424-1

Invoice Amount: \$45.50
Check Date: 07/05/2019
45.50

CHARTER TWSP OF PLYMOUTH

DDA - Water Billing - June 2019 billing for May us
248-248-776.000

DDA - Water Usage for May 2019

Invoice Amount: \$6,587.32
Check Date: 07/05/2019
6,587.32

Total Amount to be Disbursed: \$6,632.82

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

DDA 06/26/19

VENDOR INFORMATION

INVOICE INFORMATION

DTE ENERGY		Invoice Amount:	\$45.72
DDA - Service @ 217 Ann Arbor Road Bldg, Irrigat 248-248-776.000	DDA Service - 9100-055-5381-3	Check Date:	06/28/2019 45.72
DTE ENERGY		Invoice Amount:	\$45.36
DDA - Service @ 4 2171 Ann Arbor Road Bldg, Irri 248-248-776.000	DDA Service - 9100-055-5367-2	Check Date:	06/28/2019 45.36
DTE ENERGY		Invoice Amount:	\$44.13
DDA - Service @ 575 Ann Arbor Road Bldg, Irrigat 248-248-776.000	DDA Service - 9100-055-5410-0	Check Date:	06/28/2019 44.13
DTE ENERGY		Invoice Amount:	\$46.07
DDA - Service @ 1425 Ann Arbor Road Bldg, Irrig 248-248-776.000	DDA Service - 9100-055-5393-8	Check Date:	06/28/2019 46.07
PLM Lake & Land Management Corp.		Invoice Amount:	\$478.50
ALGAE TREATMENT OF ALL PONDS (PARKS AND 248-248-776.000	Invoice # 17748 - Twp Hall DDA	Check Date:	06/28/2019 478.50
CHARTER TWSP OF PLYMOUTH		Invoice Amount:	\$440.49
DDA ELECTRIC CHOICE REPAYMENT - May 2019 248-248-776.000	DDA - ELECTRIC CHOICE REPAYMENT - 5/19	Check Date:	06/28/2019 440.49
Total Amount to be Disbursed:			\$1,100.27

Charter Township of Plymouth
AP Invoice Listing - Board Report

DDA

0 (1 page) 1/1

VENDOR INFORMATION

INVOICE INFORMATION

MCKENNA ASSOCIATES INC

DDA - Professional Services May 2019 - #21702-

248-248-818.000

On Site - 1/2 day (5.10)

248-248-818.000

On Site - Full day (.30)

Invoice Amount:

\$2,158.50

Check Date:

06/21/2019

1,938.00

220.50

Total Amount to be Disbursed:

\$2,158.50

Charter Township of Plymouth
AP Invoice Listing - Board Report

DDA: 6/12/19

VENDOR INFORMATION

INVOICE INFORMATION

SERENE SURROUNDINGS, INC.

DDA - West Phase Service- May 2019 - Inv. # 43
248-248-776.000

DDA-West Phase - Inv. # 43451 - 5/19

Invoice Amount: \$2,178.00
Check Date: 06/14/2019
2,178.00

SERENE SURROUNDINGS, INC.

DDA - East Phase Services May 2019- Invoice # 4
248-248-776.000

DDA-East Phase - May 2019 INV. 43610

Invoice Amount: \$2,750.00
Check Date: 06/14/2019
2,750.00

SERENE SURROUNDINGS, INC.

DDA - Township Hall Grounds - Invoice # 43442-
248-248-776.000

DDA-Township Hall 5/19-Inv. 43442

Invoice Amount: \$1,992.50
Check Date: 06/14/2019
1,992.50

Total Amount to be Disbursed: \$6,920.50

**CHARTER TOWNSHIP OF PLYMOUTH
DOWNTOWN DEVELOPMENT
AUTHORITY
REGULAR MEETING
DECEMBER 9, 2019**

ITEM G

**Receive and File 2019 Downtown
Development Authority Budget
Adjustments**

**CHARTER TOWNSHIP OF PLYMOUTH
DOWNTOWN DEVELOPMENT
AUTHORITY
REGULAR MEETING
DECEMBER 9, 2019**

ITEM H

DDA Corridor Update

**CHARTER TOWNSHIP OF PLYMOUTH
DOWNTOWN DEVELOPMENT
AUTHORITY
REGULAR MEETING
DECEMBER 9, 2019**

ITEM I

**Approval of CSX Preliminary Design
and Engineering Services Agreement
for the Ann Arbor Road Railroad
Bridge**



**CHARTER TOWNSHIP OF PLYMOUTH
REQUEST FOR AUTHORITY ACTION**

MEETING DATE: December 9, 2019

ITEM: Contract for Preliminary Design and Engineering Services Agreement with CSX Railroad for improvements to the railroad overpass over Ann Arbor Road

PRESENTERS: Supervisor/Chairman Kurt Heise, Planning Consultant Laura Haw

BACKGROUND: We are requesting your approval of the attached contract with CSX Transportation Inc. for preliminary design and engineering services relating to the potential aesthetic improvements and beautification of the CSX Railroad Overpass over Ann Arbor Road. The proposed motion for this contract will also authorize the expenditure of \$14,905.00 as payment to CSX for these services.

PROPOSED MOTION: I move that the Plymouth Township Downtown Development Authority authorize the Chairman to sign the attached Preliminary Design and Engineering Services Agreement with CSX Transportation Inc., including a payment in an amount of \$14,905.00, to study potential improvements to the Ann Arbor Road railroad overpass.

Moved By _____ Seconded By _____

ROLL CALL:

_____ Brunk, _____ Bidigare, _____ Fessler, _____ M. Kolb,
_____ R. Kolb, _____ Lytle, _____ LaLonde, _____ West, _____ Heise



Memorandum

TO: Downtown Development Authority
Charter Township of Plymouth, Michigan

FROM: Laura E. Haw, AICP, NCI, Senior Principal Planner
Natalie Bond, Assistant Planner

SUBJECT: CSXT Preliminary Engineering Agreement

DATE: December 4, 2019

CSXT RAILROAD BRIDGE AND SITE IMPROVEMENTS

The Township Administration has been working with CSXT since June of this year to make several improvements to the existing railroad bridge and the surrounding site. Such aesthetic improvements include removing rust, sealing holes in concrete, and repainting the bridge, enhancing the landscaping for better stormwater management, and installing a pedestrian sidewalk under the bridge, at a minimum on the north side of Ann Arbor Road.

PRELIMINARY ENGINEERING AGREEMENT

Enclosed, please find the proposed Preliminary Engineering Agreement to facility the development of proposed aesthetic improvements to the CSXT railroad bridge and surrounding site.

The Township Attorney has reviewed the agreement and recommends the following provision is inserted as the second to last sentence of section 3.2:

In the event that the actual Reimbursable Expenses exceed 20% of the Estimate, such amount must be approved in advance in writing by Agency or it is not binding on Agency.

We recommend the DDA grant approval of the Preliminary Engineering Agreement, with the incorporation of the above provision.

Should you have any questions prior to the meeting, please do not hesitate to contact us at the Township, at planning@plymouthtwp.org. Thank you.

PROPOSED BRIDGE AESTHETIC IMPROVEMENTS
CSXT OVER ANN ARBOR ROAD
IN VICINITY OF CSXT MILEPOST CC-83.66
PLYMOUTH, WAYNE COUNTY, MICHIGAN
CSXT OP NUMBER MI0577

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this "Agreement") is made as of _____, 201__, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), and the CHARTER TOWNSHIP OF PLYMOUTH, DOWNTOWN DEVELOPMENT AUTHORITY a body corporate and political subdivision of the State of Michigan ("Agency").

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of proposed aesthetic improvements to the CSXT bridge over Ann Arbor Road (DOT# 232 211M) in the vicinity of CSXT Plymouth Subdivision Milepost CC-83.66, as located in Plymouth Township, Wayne County, Michigan (the "Project").
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties' consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Scope of Work

- 1.1. Generally. The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT's work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, assessments, studies, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the "Engineering Work"). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT's opinion, is not relevant to CSXT's participation in the Project.
- 1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the "Plans"), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

2. **Project Construction.** Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date.
3. **Reimbursement of CSXT Expenses.**
 - 3.1. **Reimbursable Expenses.** Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the "**Reimbursable Expenses**").
 - 3.2. **Estimate.** CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$14,905** (the "**Estimate**" as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.
 - 3.3. **Payment Terms.**
 - 3.3.1. **Advance Payment in Full.** Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall pay CSXT for Reimbursable Expenses in the amount set forth in **CSXT Schedule PA** attached hereto, a copy of which shall accompany the advance payment. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.
 - 3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.
 - 3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the

entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

- 3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.
5. Termination.
 - 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
 - 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.
 - 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 2.
6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.
7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
3131A Spring Grove Avenue
Cincinnati, OH 45225
Attention: Project Manager - Public Projects

If to Agency: Charter Township of Plymouth
9955 North Haggerty Road
Plymouth, Michigan 48170
Attention: Laura Haw – Township Planning Director

8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
10. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
11. Applicable Law. This Agreement shall be governed by the laws of the State of Michigan, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

PROPOSED BRIDGE AESTHETIC IMPROVEMENTS
CSXT OVER ANN ARBOR ROAD
IN VICINITY OF CSXT MILEPOST CC-83.66
PLYMOUTH, WAYNE COUNTY, MICHIGAN
CSXT OP NUMBER MI0577

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on November 22, 2019.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

**CHARTER TOWNSHIP OF PLYMOUTH
DOWNTOWN DEVELOPMENT AUTHORITY**

By: _____
Print Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Tony C. Bellamy, P.E.
Director Project Management – Public Projects

PROPOSED BRIDGE AESTHETIC IMPROVEMENTS
CSXT OVER ANN ARBOR ROAD
IN VICINITY OF CSXT MILEPOST CC-83.66
PLYMOUTH, WAYNE COUNTY, MICHIGAN
CSXT OP NUMBER MI0577

CSXT Schedule PA
(Advance Payment – Preliminary Engineering Agreement)

PAYMENT SUBMISSION FORM

Payment is hereby provided in accordance with the terms of Section 3.3 of the Agreement dated _____, 201__, between Agency and CSXT.

A copy of this Payment Submission Form shall accompany all payments delivered by Agency to CSXT which shall be forwarded to the following address:

**CSX Transportation, Inc.
PO BOX 530192
ATLANTA GA 30353-0192**

Payment due within ten (10) days of Agency's receipt of fully executed agreement

(All information below to be completed by Agency providing Payment)

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Check No.</u>
_____	<u>\$14,905.00</u>	_____

Date: _____

By: _____

Name: _____

Title: _____

Phone: _____

Email: _____

**CHARTER TOWNSHIP OF PLYMOUTH
DOWNTOWN DEVELOPMENT
AUTHORITY
REGULAR MEETING
DECEMBER 9, 2019**

**ITEMS J,K,& L
Authority Member Comments
Public Comments
Adjournment**