



Plymouth Downtown Development Authority Meeting Agenda

January 13, 2020 7 p.m.

Plymouth City Hall Commission Chambers
201 S. Main Street, Plymouth, MI 48170

Plymouth Downtown Development Authority
831 Penniman
Plymouth, Michigan 48170

www.downtownplymouth.org
Phone 734-455-1453
Fax 734-459-5792

1) CALL TO ORDER

Adam Covington, Chairperson
Kerri Pollard, Vice Chair
Oliver Wolcott, Mayor
Ellen Elliott
Daniel Farmer
Scott Faess
Maura Hynes
Dan Johnson
Robert Parent
Brent Rieli
Frank Yaquinto

2) DDA BOARD ELECTIONS

- A. DDA Board Election-Chair
- B. DDA Board Election-Vice Chair

3) CITIZENS COMMENTS

4) APPROVAL OF THE AGENDA

5) APPROVAL OF MINUTES 12-09-2019

6) BOARD COMMENTS

7) OLD BUSINESS

- A. DIA Sculpture Resolution
- B. Strategic Plan Update
- C. DDA Master Plan/Kellogg Park Master Plan update

8) NEW BUSINESS

- A. Saxton's Purchase Agreement Resolution
- B. DDA Finance Committee update

9) REPORTS AND CORRESPONDENCE

- A. Saxton's Expenditure Report
- B. Digital Media Year-in-Review
- C. TIF Report 2019

10) ADJOURNMENT

Citizen Comments - This section of the agenda allows up to 3 minutes to present information or raise issues regarding items not on the agenda. Upon arising to address the Board, speakers should first identify themselves by clearly stating their name and address. Comments must be limited to the subject of the item.

Persons with disabilities needing assistance with this should contact the City Clerk's office at 734-453-1234 Monday through Friday from 8:00 a.m. -4:30 p.m., at least 24 hours prior to the meeting. An attempt will be made to make reasonable accommodations.

City of Plymouth Strategic Plan 2017-2022

GOAL I - QUALITY OF LIFE

OBJECTIVES

1. Support the neighborhoods with high-quality customer service
2. Engage in collaboration with private entities and surrounding municipalities to implement the [Joint Recreation Master Plan](#)
3. Improve communication with the public across multiple platforms
4. Maintain a high level of cleanliness throughout the City
5. Support and host a diverse variety of events that foster community and placemaking

ONE YEAR TASKS 2019-2020

- Restore operations for recreation programs after Hines Park bridge repairs are completed
- Explore funding and partnership opportunities to increase and enhance pedestrian crossings
- Finalize [City website](#) update
- Develop and adopt a Master Plan for Kellogg Park, including the fountain
- Develop and implement strategy to market sponsorship opportunities to improve publicly owned assets
- Draft and approve amendments to [Tree Ordinance](#) to clarify implementation, enforcement, and scope

GOAL II - FINANCIAL STABILITY

OBJECTIVES

1. Approve balanced budgets that maintain fiscal responsibility
2. Advocate for increased revenue sharing with the State of Michigan
3. Encourage and engage in partnerships, both public and private, to share costs of services and equipment
4. Address the issue of legacy costs
5. Seek out and implement efficient and effective inter-departmental collaboration
6. Market our successes to attract new economic and investment opportunities

ONE YEAR TASKS 2019-2020

- Continue to support [Michigan Municipal League \(MML\)](#) efforts to [coordinate state initiatives](#) related to revenue sharing with municipalities
- Increase awareness of and support the [MML Save MI City campaign](#)
- Target revenue enhancements that support large capital projects, including grants and millages
- Explore internal and external potential for supplemental funding of legacy costs
- Develop a plan for capital improvement funding projects and purchases
- Explore enhanced investment opportunities

GOAL III - ECONOMIC VITALITY

OBJECTIVES

1. Continue to support and improve active, vibrant downtown branding
2. Support community and economic development projects and initiatives
3. Support a mix of industrial, commercial and residential development
4. Reference the [Master Plan](#) in economic decision-making

ONE YEAR TASKS 2019-2020

- Complete and approve the [DDA Master Plan](#)
- Address and implement recommendations in the [Redevelopment Ready Communities baseline report](#)
- Develop and approve city-wide economic development strategies (Saxton's property, parking system, connections between Old Village and the DDA, Bathey property remediation and development, 240 N. Main, Lumber Mart site)
- Identify other properties of significance to the economic development strategy
- Complete a community survey
- Increase collaborations with partners in the community
- Administer the City's [Master Plan](#) using implementation matrix ([Appendix Table 5](#))

GOAL IV - SERVICE AND INFRASTRUCTURE

OBJECTIVES

1. Support administration and staff by providing professional development opportunities, supplying resources, and maintaining a commitment to recruitment, retention and succession planning
2. Support and deliver safe and responsive emergency services
3. Maintain a sophisticated and responsive technology to communicate and manage data
4. Continually record, maintain, update, and improve City infrastructure

ONE YEAR TASKS 2019-2020

- Begin implementation of parking recommendations for City parking system
- Develop and utilize consistent message and branding across all platforms
- Develop and approve of plan for future delivery of emergency services
- Implement infrastructure asset management plan
- Approve agreement on sanitary sewer with [Western Township Utilities Authority \(WTUA\)](#)



ADMINISTRATIVE RECOMMENDATION

To: DDA Board
From: DDA Staff
CC: S:\DDA\Shared Files\DDA Board\DDA Agendas\DDA agendas 2020/January
Date: 1/13/2020
Re: Election of Officers 2020

BACKGROUND:

The Downtown Development Authority Board of Directors is required, annually, to elect a Chairperson and Vice-Chairperson from the board at large. The Chairperson and Vice-Chairperson will each serve one-year terms.

RECOMMENDATION:

DDA staff recommends that the DDA Board move forward with the election of officers at this meeting. Sample resolutions for consideration are attached.

Should you have any questions in advance of the meeting please contact the office.

RESOLUTION

*The following resolution was offered by Director _____ and
seconded by Director _____*

*WHEREAS The Downtown Development Authority Board of Directors has
established the office of Chairman, and*

*WHEREAS At the January regular meeting officers are elected to serve a term of
one calendar year,*

*NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth Downtown
Development Authority Board of Directors appoints _____ as
Chairperson for the 2020 calendar year.*

RESOLUTION

*The following resolution was offered by Director _____ and
seconded by Director _____*

*WHEREAS The Downtown Development Authority Board of Directors has
established the office of Vice-Chairperson, and*

*WHEREAS At the January regular meeting officers are elected to serve a term of
one calendar year,*

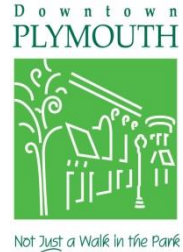
*NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth Downtown
Development Authority Board of Directors appoints _____ as
the Vice-Chairperson for the 2020 calendar year.*

Monday, December 9, 2019 Regular Meeting Minutes DRAFT



**CITY OF PLYMOUTH
DOWNTOWN DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES**

831 Penniman, Plymouth, MI 48170
Ph (734) 455-1453 Fax (734) 459-5792
<http://www.downtownplymouth.org>



CITY OF PLYMOUTH DOWNTOWN DEVELOPMENT AUTHORITY

Monday, December 9, 2019
Plymouth City Hall Commission Chambers
201 S. Main Plymouth, MI 48170
Regular Meeting Minutes

Meeting called to order at 7:00 p.m. by Chairperson Adam Covington.

1. ROLL CALL

MEMBERS PRESENT:

Adam Covington, Chairperson
Kerri Pollard, Vice Chairperson
Oliver Wolcott, Mayor
Ellen Elliott
Daniel Farmer
Scott Foess
Maura Hynes
Dan Johnson
Robert Parent
Brent Rieli
Frank Yaquinto

MEMBERS ABSENT: NONE

OTHERS PRESENT:

Suzi Deal, City Commissioner
Paul Sincock, City Manager
Tony Bruscatto, DDA Executive Director
Sam Plymale, DDA Coordinator
Jason Smith, Wade Trim

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Lisa Howard, Plymouth Community Arts Council
Charles Darling, Detroit Institute of Arts
Vito Valdez, Detroit Institute of Arts

2. CITIZEN COMMENTS: NONE

3. APPROVAL OF MINUTES:

A. Regular Meeting Minutes 11-11-2019

A motion was made by Director Foess and seconded by Director Elliott to approve the 10-14-2019 Regular Meeting Minutes.

MOTION PASSED 10-0.

4. APPROVAL OF AGENDA:

A motion was made by Director Hynes and seconded by Director Johnson to approve the 12-9-2019 Regular Meeting Agenda.

MOTION PASSED 10-0.

5. BOARD COMMENTS:

Mayor Wolcott thanked staff for dressing up the planter boxes for the winter season.

Director Elliott said the planters looked nice but that staff should be aware that some planters disrupt sight lines between motorists and pedestrians.

Vice Chair Pollard said that Michigan Governor Gretchen Whitmer's visit to Downtown Plymouth businesses on 12-9-2019 was successful.

Chairman Covington said he is happy with the way downtown looks during the holiday events and the recent commercials that have been filmed in Plymouth.

6. OLD BUSINESS

A. Strategic Plan Update

Executive Director Bruscato gave an update on items on the DDA Strategic Plan.

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Mayor Wolcott said that discussions are continuing with the Wilcox Foundation in hopes to begin the fountain project in 2020. Mayor Wolcott suggested that the DDA contribute \$20,000 and the City Commission contribute \$30,000 toward the project.

Mayor Wolcott gave the DDA Board an update on the recent Committee of the Whole meeting on roads. Mayor Wolcott said there seems to be a consensus to move forward with a new non-motorized transportation plan that would include input from both the DDA and City Commission.

B. DIA Art Project Presentation

Charles Darling and Vito Valdez from the DIA, along with Lisa Howard from the PCAC, gave a presentation on a potential art sculpture proposal for the public green space in front of the Wilcox House near Ann Arbor Trail and Deer Street.

Director Farmer asked if there would be some sort of marker or plaque explaining the project.

Darling said that all of their projects have markers.

Howard said that there is potential to have the proposed site house the sculpture temporarily, then move it to the PCAC grounds permanently.

Director Elliott said she like the proposal and has seen similar programs work well in other communities.

Mayor Wolcott said he has full confidence in the DIA and PCAC to make the project a success and is particularly happy with the ties to the Plymouth history in the proposal.

After receiving a consensus from the board in favor of the art project, Executive Director Bruscato indicated that the DIA could move forward with the project by getting approval from the Historic District Commission. Once approval is granted from the HDC, the DIA could return to the DDA Board for official approval.

C. Kellogg Park Master Plan

Executive Director Bruscato outlined a proposal from Wade Trim for completion of a Kellogg Park Master Plan.

Director Hynes said she appreciated the thoughtfulness and concise preparation of the summary by DDA Staff.

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Vice Chair Pollard asked if the proposal would include only one rendering.

Wade Trim representative Jason Smith said the plan would include three drawings of one design. The drawings would include a site plan, a bird's eye view and a character drawing. Smith said any additional alternatives would cost \$7,000.

Director Elliott said Wade Trim has proven that they listen to community input.

Resident Dave Rucinski said that at a previous meeting OTL indicated that only the fountain footprint area of the park would be torn up during fountain construction and not the entire park.

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RESOLUTION

The following Resolution was offered by Mayor Wolcott and seconded by Director Johnson.

- WHEREAS The Downtown Development Authority Board of Directors desires to keep Kellogg Park the crown jewel of Downtown Plymouth, and
- WHEREAS The DDA Board wants to develop a master plan that will keep Kellogg Park the city's centerpiece for years to come, and
- WHEREAS The DDA Board has contracted with Wade Trim to develop a Master Plan for Downtown Plymouth, and
- WHEREAS The DDA Board contracted with Wade Trim to complete a conditions assessment and site analysis in Kellogg Park, and
- WHEREAS The DDA Board has indicated the need to complete the Kellogg Park Master Plan.

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth Downtown Development Authority Board of Directors authorizes the completion of a Kellogg Park Master Plan with Wade Trim for an amount not-to-exceed \$19,800 to be paid from the Reserves for Contingency Fund 248 290 962 000, which currently has \$123,915.

MOTION CARRIED 10-0.

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D. DDA Master Plan update

DDA Executive Director Bruscato said the DDA Master Plan is scheduled to be delivered at the January 2020 DDA Board Meeting. Bruscato said that some decisions, like road diets and bike lanes, will need to be made soon as the City Engineer is developing a road construction plan for 2020.

Mayor Wolcott said he hopes the DDA Board and City Commission can come to a consensus to move forward collectively.

Director Foess asked if the DDA Board would need to make a decision on road diets and bike lanes at the January meeting.

City Manager Paul Sincock said the DDA Board would make a recommendation at its January meeting and the City Commission would make any approval following the recommendation. Sincock said decisions on bike lanes and mid street crossings are needed soon, while decisions on back in angle parking, woonerf and mast arm updates are more long-term items. Sincock said traffic studies are scheduled to begin over the next couple weeks, weather permitting.

7. NEW BUSINESS – NONE

8. REPORTS AND CORRESPONDENCE

A. Saxton's Expenditure Report

Executive Director Bruscato gave an update on expenditures at the Saxton's property.

9. ADJOURNMENT

Director Foess made a motion seconded by Director Hynes to adjourn the DDA Regular Meeting.

MOTION PASSED 10-0

Meeting adjourned at 8:22 p.m.



ADMINISTRATIVE RECOMMENDATION

To: DDA Board
From: DDA Staff
CC: S:\DDA\Shared Files\DDA Board\DDA Agendas\DDAagendas 2020/January2020
Date: 1/13/2020
Re: DIA Sculpture Resolution

BACKGROUND:

Last spring, the Detroit Institute of Arts approached the Plymouth Downtown Development Authority and the Plymouth Community Arts Council in an effort to create a work of public art in Downtown Plymouth that reflects our community. The DIA's Partners in Public Art program provides resources, funding, and expertise to create works of public art which are funded through the tri-county millage. Funding expires at the end of each calendar year.

After looking at potential downtown locations, the DIA is proposing a sculpture to be displayed in the triangular section of Kellogg Park in front of the Wilcox house. The proposed project is a freestanding sculptural planter that reflects aspects of Plymouth's past, present and future. Among the aspects representing Plymouth: bricks from the Daisy BB gun factory in Plymouth; community-made ceramic tile; a replica 1939 hood ornament from an Altar Car, produced in Plymouth; and references to trains, a significant part of Plymouth's past and present.

The proposed monument will be financed, constructed and installed by the Detroit Institute of Arts, and is designed to keep people from climbing on it, and will withstand Michigan's four-seasons weather. As a result, maintenance is expected to be minimal, with routine cleaning of the monument by the and care for the living plants by the DDA.

At the city's Historic District Commission meeting on January 9, the HDC voted to give the project its approval by authorizing a Certificate of Appropriateness, allowing the project to move forward with a recommendation from the DDA Board and eventually approval by the City Commission. The DDA Board, at its December 2019, heard a presentation by the DIA and gave a consensus the project should move forward.

The DIA, DDA and PCAC believe art is a major draw to communities like Plymouth. In the DDA Master Plan questionnaire of board members, public art was rated moderately important...3.8 out of 5...and the tenth most important item ranked for downtown; ahead of bike lanes, recycling and tree grates on the level of importance. The city's master plan indicates public art is an important component of the downtown ambience.

RECOMMENDATION:

Staff is recommending the DDA Board go on record by passing a resolution to support the installation of a permanent monument in the triangle portion of Kellogg Park. The recommendation will then be sent to the City Commission for final approval.

RESOLUTION

The following resolution was offered by Director _____ and
seconded by Director _____

WHEREAS The Detroit Institute of Arts has partnered with the Plymouth Community Arts Council and the Plymouth Downtown Development Authority for a proposed art sculpture on the triangular section of Kellogg Park in front of the Wilcox House, and

WHEREAS The City of Plymouth’s Master Plan indicates art is an important component of the downtown ambience, and

WHEREAS In the DDA Master Plan questionnaire of DDA Board members, public art was ranked moderately important with a score of 3.8 out of 5, and

WHEREAS At the December 2019 DDA Board meeting the DIA presented the sculpture project and there was a consensus in favor of the proposal among DDA Board Members, and

WHEREAS The DIA art sculpture proposal received a Certificate of Appropriateness from the Historic District Commission at the January 9, 2020 HDC Regular Meeting.

NOW THEREFORE BE IT RESOLVED THAT the Downtown Development Authority recommends that the City Commission give the Detroit Institute of Arts approval for the construction of the proposed sculpture on the green space in the triangular section of Kellogg Park in front of the Wilcox House; to be financed, constructed and installed by the DIA, and be maintained by the City of Plymouth DDA.



Information Only

To: DDA Board
From: DDA Staff
CC: S:\DDA\Shared Files\DDA Board\DDA Agendas\DDA Agendas 2020\January2020
Date: 1/13/2020
Re: Strategic Plan update

Here is an update on the where the DDA stands with the Strategic Plan:

Identify Alternative Funding Sources: The Finance Committee consisting of DDA Board directors Maura Hynes, Scott Foess and Ellen Elliott held its first meeting on January 13, 2020. The committee was formed by Chairman Covington to identify potential alternative funding sources for various DDA projects and identify steps in obtaining potential funding. The committee is proposed to meet in the first month of each calendar quarter, prior to the DDA Board meeting.

Create a Comprehensive Parking Plan: City staff met on 10-30-2019, 11-04-2019 and 11-19-2019 with vendors to learn about single-space parking meters and kiosks which are multi-space meters. Staff will meet with one of the vendors on Feb. 4 to determine how many kiosks are needed downtown, which will help in determining costs. City Manager Paul Sincock is hopeful of having a plan to present to the City Commission in the first quarter of 2020.

Assist in Moving Saxton's Development Project Forward: The City Commission approved the Purchasing Agreement with F5 Holdings, pending approvals by the Planning Commission and Historic District Commission. The project will continue to be reviewed by the Planning Commission and Historic District Commission for continued design approvals.

Repair Tree Grates: DDA Board approved DDA Infrastructure Master Plan proposal at March 2019 Board Meeting. Wade Trim currently working on plan. Expected completion in March 2020

Improve Pedestrian Crossings: The passage of the street bond proposal on the 11-5-2019 ballot could have money for improvement of streets and pedestrian crossing signals downtown. This year's plan for re-striping downtown parking spaces also includes additional striping at the crosswalks with reflective paint to make them more distinctive for both pedestrians and vehicular traffic.

Increasing Lighting, Especially in Alleys: New lights have been added at walkways near parking deck as of Aug 2018. BC Ten Air checked/repared all lighting around Central Parking Deck as of 10/12/2018

Kellogg Park Improvements: City engineer Wade Trim has completed the parts of the proposed Master Plan for Kellogg Park which were contracted by the DDA Board. It included evaluating the park's natural and built features, as well as the park's utility systems. A final report will be issued within 60 days of the completion of the Eastern Michigan University survey on Kellogg Park, most likely in April.

Kellogg Park Fountain: Mayor Wolcott and city administration are working to finalize a contract with the Wilcox Foundation for construction of the fountain beginning after Art in the Park. The Wilcox Foundation has committed to funding for the fountain.

Support Business: DDA Staff continues contact with Property Owners to promote available space. Community Dev. Dept. working toward RRC status.

Develop a Plan for DDA Future: DDA Board approved DDA Infrastructure Master Plan proposal at March 2019 Board Meeting. Wade Trim currently working on plan. Expected completion March 2020.

Complete Study of Infrastructure: Completed by Wade Trim as part of the DDA Master Plan.

DDA 2018 Five Year Strategic Plan

City of Plymouth

Goal	Task	Responsible Party	Timeframe	Funding Source	Status Update as of 1/13/2020
Identify Alternative Funding Sources	Develop a vision/plan to explore and identify alternative funding mechanisms for capital improvement projects. Plan should include "Action Plan" that identifies steps for obtaining funding via each funding source.	DDA Board	Short Term	DDA Funding/ Grants/Public-Private Partnerships	The Finance Committee consisting of DDA Board directors Maura Hynes, Scott Foess and Ellen Elliott held its first meeting on January 13, 2020. The committee was formed by Chairman Covington to identify potential alternative funding sources for various DDA projects and identify steps in obtaining potential funding. The committee is proposed to meet in the first month of each calendar quarter, prior to the DDA Board meeting.
	Establish a DDA Finance Committee.	DDA Board	Short Term	No Cost	First meeting on 1-13-2020
Increase Parking Inventory	Create Comprehensive Parking Plan that determines existing and future parking needs, and 1-5 year vision for parking facilities, including reconstruction of parking deck. Plan should also identify, evaluate and prioritize funding and revenue sources (paid parking, assessments, private/public partnerships, advertising, etc.).	DDA Board/Parking Sub-Committee	Short Term	Paid Parking, Assessments, Public-Private Partnerships	City staff met on 10-30-2019, 11-04-2019 and 11-19-2019 with vendors to learn about single-space parking meters and kiosks which are multi-space meters. Staff will meet with one of the vendors on Feb. 4 to determine how many kiosks are needed downtown, which will help in determining costs. City Manager Paul Sincock is hopeful of having a plan to present to the City Commission in the first quarter of 2020.
	Assist in moving Saxton's development project forward by hosting/participating in joint planning meeting to discuss site plan features with the City Commission and Planning Commission.	City Administration/ DDA Staff/ Planning Commission	Short Term	No Cost	The City Commission approved the Purchasing Agreement with F5 Holdings, pending approvals by the Planning Commission and Historic District Commission. The project will continue to be reviewed by the Planning Commission and Historic District Commission for continued design approvals.
Make Downtown More Pedestrian Friendly	Repair/replace tree grates; maintain existing and install where needed. Investigate tree grates made of more flexible material to avoid heaving.	DDA Staff	Short Term	DDA Funding/Public-Private partnerships	DDA Board approved DDA Infrastructure Master Plan proposal at March 2019 Board Meeting. Wade Trim currently working on plan. Expected completion in March 2020
	Create a sense of arrival/entryway into downtown by improving pedestrian crossings identified in 2017 goals (Main/Church, Harvey/Penniman, Harvey/Wing and Main/Wing)	DDA Staff	Medium Term	DDA Budget/City Budget/Grants	The passage of the street bond proposal on the 11-5-2019 ballot could have money for improvement of streets and pedestrian crossing signals downtown. This year's plan for re-stripping downtown parking spaces also includes additional striping at the crosswalks with reflective paint to make them more distinctive for both pedestrians and vehicular traffic. Work is expected to be completed this fall.
	Create tree lighting plan to provide full LED display on all trees within desired boundary (purchase, installation and maintenance)	DDA Staff	Short Term	DDA Budget/Partnerships with Property and Business Owners	Contractor completed Ann Arbor Tr. and Penniman lighting upgrades in summer of 2019.
	Increase lighting, especially in alleys	DDA Staff	Short Term	DDA Budget	New lights have been added at walkways near parking deck as of Aug 2018. BC Ten Air checked/repaired all lighting around Central Parking Deck as of 10/12/2018
Kellogg Park	Develop and implement Kellogg Park improvements (turf, preserve tree canopy, more permanent solution for bandstand) by creating a fundraising campaign (brick pavers, corporate sponsorship, donations).	City Commission/ DDA Board	Medium Term	Fundraising/Grants	City engineer Wade Trim has completed the parts of the proposed Master Plan for Kellogg Park which were contracted by the DDA Board. It included evaluating the park's natural and built features, as well as the park's utility systems. A final report will be issued within 60 days of the completion of the Eastern Michigan University survey on Kellogg Park, most likely in April.
	Fountain Completion	City Commission	Short Term	Wilcox Foundation	Mayor Wolcott and city administration are working to finalize a contract with the Wilcox Foundation for construction of the fountain beginning after Art in the Park. The Wilcox Foundation has committed to funding for the fountain.
Support Businesses	Support business mix by creating a clearinghouse of all requirements (i.e. site development, marketing properties to decrease vacancies, façade improvement program, Redevelopment Ready Communities (RRC) Program)	DDA Staff/ City Administration/ City Commission	Short Term	No Cost	DDA Staff continues contact with Property Owners to promote available space. Community Dev. Dept. working toward RRC status.
New Items	Develop plan for DDA future street lighting upgrade and phased implementation	DDA Staff	Long Term	No Cost	DDA Board approved DDA Infrastructure Master Plan proposal at March 2019 Board Meeting. Wade Trim currently working on plan. Expected completion in fall 2019.
	Complete a study of infrastructure in the DDA including electricity, plumbing, water, sidewalks, and trees	DDA Staff/City Administration	Short Term	DDA Budget	Completed by Wade Trim as part of the DDA Master Plan.



Memorandum

To: Anthony Bruscato, Executive Director
City of Plymouth Downtown Development Authority Board

From: Shawn Keough, PE, Wade Trim

Date: January 7, 2020

Subject: Wade Trim Update on Projects for DDA

Wade Trim is pleased to present this update related to our current project activities:

Kellogg Park Master Plan

At the December 9, 2019 Downtown Development Authority (DDA) meeting, the DDA Board authorized Wade Trim to complete steps #2 (Review of Public Input/Kickoff Meeting), #5 (Preliminary Master Plan Alternatives) and #6 (Final Master Plan Development) as outlined in our December 3, 2019 proposal letter. The DDA Board will recall that Wade Trim recently completed Steps #3 (Evaluate the Park's Natural and Built Features) and #4 (Evaluate the Park's Utility Systems) in the Fall of 2019.

As of the date of this update, Wade Trim has the following information for use in completing the Kellogg Park Master Plan:

- Summary of Kellogg Park Usage 1 – a pdf file completed by City Staff and provided to Wade Trim in October 2019
- Summary of Kellogg Park Usage 2 – a pdf file completed by DDA member Ellen Elliott in July 2019 and provided to Wade Trim in October 2019
- Report of Uses in Kellogg Park Part II – a pdf file containing “Everyday Uses” compiled by Ed and Martha Walton in July 2019
- City Events Survey – a pdf of pages 33 and 34 from unknown document with no date
- Evaluation of Natural Features – completed by Wade Trim in September 2019
- Evaluation of Utility Systems – completed by Wade Trim in October 2019

As described in the schedule section of our proposal, we would like to receive the EMU Survey results prior to initiating the project kick off meeting which is part of Step #2. We understand that the EMU Survey results should be available sometime in late January or early February. We anticipate that our scope of work can be completed in approximately 60 days once we get started.

DDA Master Plan

At the November 11, 2019 DDA meeting, Wade Trim presented several conceptual ideas for improving the public right of ways including but not limited to streets, pedestrian corridors and

public amenities (i.e. trees, large planters, areas adjacent to the park, bike lanes, etc.). Wade Trim is currently working on cost estimates for these ideas, however there is some overlap of the DDA's Master Plan objectives with the City's 2020 Infrastructure Improvement Program. Once the cost estimates are complete, we will prepare a draft Master Plan report.

On November 18, 2019, the City of Plymouth City Commission authorized Wade Trim to begin the preliminary design phase for several street improvement projects in preparation for the City Infrastructure Improvement Program for 2020. One of the streets that was identified for improvements in 2020 was the resurfacing of Main Street between Wing and Church. As the DDA will recall, Main Street between Wing and Ann Arbor Trail was proposed by Wade Trim as possible candidate for a "road diet", that is changing the cross section from 4 lanes (two north bound and two southbound) to 3 lanes (one lane northbound, one lane southbound and a center left turn lane) along with the potential addition of bike lanes. In order to better assess this idea, we obtained traffic counts and turning movement counts along this section of Main Street. This data was collected in mid-December. With the holidays now behind us, we are just getting a chance to begin evaluating and using this data. Once we have some initial thoughts, we will be working with City and DDA staff to review our findings in preparation for sharing everything with the DDA Board and City Commission.

We anticipate having the DDA Master Plan report completed by approximately mid-March 2020. This should be in time for the City's annual budget preparation cycle for Fiscal Year 2020-2021.

We trust that this update and summary is helpful. Please feel free to contact us at any time with questions. We appreciate the opportunity to assist the City of Plymouth Downtown Development Authority.

Cc: Paul Sincock, City Manager
Chris Porman, Director of Municipal Services



Administrative Update

City of Plymouth
201 S. Main
Plymouth, Michigan 48170-1637

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

To: Tony Bruscato, DDA Director
From: Paul J. Sincock, City Manager
CC:
Date: January 9, 2020
RE: Kellogg Park Survey

As you are aware, the City, in cooperation with Eastern Michigan University, is in the process of completing a citizen survey related to Kellogg Park. The City has had a history of completing citizen surveys and obtaining input from a broad range of individuals on a multitude of topics from the Sheldon Road Underpass, Budget Priorities, bag/tag and cart solid waste, recycling programs, recreation facilities and programs and the most recent 2019 Community Survey.

All our previous surveys were completed either internally or by research universities such as the University of Michigan, or Eastern Michigan University. The only exception to this is the 2017 Recreation Survey, which was conducted by EPIC/MRA at a cost of \$14,250, as a part of our joint Recreation Master Plan. Like most projects with the City there are usually incidental costs to a project. In the case of surveys, it is typically mailing, printing, staff time, and miscellaneous costs. Typically, we have not "counted" those incidental costs as a part of the contracted survey costs.

At a recent DDA Meeting I was asked about the cost of the Kellogg Park survey and I indicated that there was no cost to the survey, when in reality there are those usual incidental costs related to mailing, printing, staff time and so on. To offer clarification on the Kellogg Park survey, there is no cost for Eastern Michigan University related research design, design of the survey instruments, processing the returns, or analysis and reporting of the results.

The City Commission had prior experience with EMU during the Community Survey of 2019. The Commission was very pleased with the

results of the Community Survey in 2019 and impressed with how Dr. Plagens handled and processed the survey. That survey had incidental costs of less than \$2,500 for mailing, printing and so on. That satisfaction with the methodology of obtaining input from all areas of the City was the basis for the more specific Kellogg Park survey.

On September 23, 2019; Mayor Wolcott directed me to proceed to work with Eastern Michigan University on a Kellogg Park survey and to move it along as quickly as possible. I then directed the Community Development Director to once again take the lead on the project and work with EMU's Political Science Department on a survey for Kellogg Park using the same processes as the earlier Community Survey. The Kellogg Park survey also has those same incidental costs of approximately less than \$2,500, which the City has paid or will pay. The City did not have expenses related to development, tabulation and analysis of the survey which was all handled by EMU and at no cost to the City.

We expect to have Dr. Plagens provide us with the results of the survey in time to go out with the City Commission agenda on Friday, January 17th for the Monday, January 20th meeting regular City Commission meeting. We are also anticipating that Dr. Plagens will be at the City Commission meeting to discuss methodology, research design, and the results of the survey. We will supply the DDA with the survey results at the same time that we forward that information to the City Commission.



ADMINISTRATIVE RECOMMENDATION

To: DDA Board
From: DDA Staff
CC: S:\DDA\Shared Files\DDA Board\DDA Agendas\DDA Agendas 2020\November/2020
Date: 1/13/2020
Re: Saxton's Purchase Agreement Resolution

BACKGROUND: The Plymouth City Commission at its regular meeting on Monday, January 6 voted unanimously to approve the purchase agreement with F5 Holdings, the proposed developer of the Saxton's property.

The purchase agreement will only go into effect if-and-when the developer receives all its approvals from the Planning Commission and the Historic District Commission, as well as Planned Unit Development (PUD) approval from the City Commission.

The DDA has been an integral part of the Saxton's project, originally purchasing the property for parking and eventually sifting through various proposals from developers. In April 2019, the DDA Board supported the Letter of Intent from F5 to purchase the Saxton's property, as well as efforts by the City Commission and City administration to move forward with a potential sale of the Saxton's property.

RECOMMENDATION: The original purchase of the Saxton's property was designed to control what was eventually developed on the site and to provide some additional downtown parking. The F5 concept provides a development that includes renovation of the Jewell & Blauch Building, construction of townhouses on Maple Street and additional public parking. Staff recommends the DDA Board adopt a resolution in support of the City Commission moving forward with the purchase agreement for a proposed sale of the Saxton's property.



Administrative Recommendation

City of Plymouth
201 S. Main
Plymouth, Michigan 48170-1637

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Saxton's Property Sale Purchase Agreement 01-06-20.docx
Date: January 2, 2020
RE: Purchase Agreement related to the Saxton's Property

Background

The City Commission is aware that they entered into a Letter of Intent (LOI) with a developer for what is commonly known as the Saxton's Property. This agreement required to the City to exclusively work with the Developer, now known as Jewell Maple Development, LLC. That developer has expended considerable funds on plans, engineering, site review and going through the City's public approval process.

You will recall that there have been several proposals and plans for the property including those proposed by the city and those proposed by private developers. The City, after extensive review of proposals as well as developing their own proposals did enter into an exclusive Letter of Intent with a single developer.

The developer is still working through final approvals at the public meetings of Planning Commission and Historical Commission. Once those approvals are in place the developer can then work on a final Planned Unit Development Agreement for the property, that will need to be approved by the City Commission.

The attached purchase agreement is the next step in the process. The developer has progressed to a point with preliminary approvals at Planning and Historical and purchase agreement would be contingent upon the developer receiving final approvals at Planning, Historical and the City Commission before closing.

The purchase price is \$1,013,760.00 for a portion of the site, to include basically the city owned properties along Maple Street as well as brick building on Ann Arbor Trail. This

agreement does not have effect on the small approximate 26' X 138' foot section of property near the west end of the Saxton's property that is privately owned by another individual.

Mayor Wolcott has been working with the City Attorney's Office on developing the attached agreement. We are providing the City Commission with an Attorney-Client Confidential Letter as a separate document. If members of the City Commission have specific questions, specifically related to the contents of the letter please feel free to contact Bob Marzano in advance of the meeting.

It is our understanding that Mayor Wolcott has also been keeping the Downtown Development Authority Board "in the loop" on the progress of this project. It is anticipated that money from the sale would be used for upgrades to the city's parking system.

Again, this purchase agreement cannot move to closing until all of the preliminary approvals from Planning and Historical move to final approvals and the City Commission enters into a Planned Unit Development (PUD) Agreement with the developer. While there are multiple paths that are currently in progress and running simultaneous, all parts will need to be completed prior to closing.

Recommendation

The attached Purchase Agreement between the City and Jewell Maple Development LLC has been reviewed by the City Attorney's Office and it will result in the sale of a portion of the property known as the Saxton's Property. There are several actions that need to move to final approvals prior to actual closing on the property.

We have attached a copy of the Purchase Agreement that the City Attorney's Office provided the Administration on December 30th. We have also prepared a proposed Resolution in accordance with the direction of the City Attorney's Office.

If you have any questions in advance of the meeting please feel free to contact the City Attorney, Mayor Wolcott or myself.

PURCHASE AGREEMENT

This Purchase Agreement (this "**Agreement**") is entered into by and between the City of Plymouth, a Michigan municipal corporation ("**City**"), whose address is 201 S. Main Street, Plymouth, Michigan 48170 and Jewell Maple Development, LLC ("**Buyer**"), whose address 101 N. Main Street, Suite 350, Ann Arbor, Michigan 48104 and effective as of the date last signed by the Buyer and Seller identified herein (the "**Effective Date**"). City and Buyer are referred to from time to time in this Agreement individually as a "**Party**" and, together, as the "**Parties**."

1. Property Description; Sale. City is the owner of certain real property located in the City of Plymouth, County of Wayne, and State of Michigan, the legal descriptions (or general depictions) of which are attached to this Agreement as Exhibit A-1 (collectively, the "**Jewell Building Property**") and Exhibit A-2 (the "**Residential Property**"). The Jewell Building Property and the Residential Property are sometimes referred to herein individually as a "**Property**" and collectively as the "**Properties**". The City agrees to sell and Buyer agrees to purchase the Properties, subject to and in accordance with the terms and conditions of this Agreement.

2. Purchase Price. The purchase price for the Properties is One Million Thirteen Thousand Seven Hundred Sixty and 00/100 Dollars (\$1,013,760.00) (the "**Purchase Price**"), which Purchase Price is allocated between the Properties as set forth on Exhibit B. Buyer will pay that portion of the Purchase Price allocable to each Property in full at the time of closing on the purchase and sale of the Properties (the "**Closing**"). The Deposit shall be applied to the sale of the Properties.

3. Earnest Money Deposit. Within three (3) business days after receipt of a fully executed Agreement, Buyer shall deposit Fifty Thousand and 00/100 (\$50,000) (the "**Deposit**") with the Title Company (defined below). Upon Closing, the Deposit shall be applied to the Purchase Price, otherwise the Deposit shall be disbursed as contemplated by this Agreement. The Deposit shall be refundable to the Buyer except as specifically in Section 14(a) of this Agreement.

4. Due Diligence Period. Buyer has the right to conduct a due diligence review for a period beginning on the Effective Date and ending on the date which is sixty (60) days thereafter ("**Due Diligence Period**"), to satisfy Buyer that the Properties can be used for Buyer's intended purposes, including, but not limited to, the right to inspect the Properties, perform environmental investigations, property conditions reports, and a survey of the Properties (the "**Survey**"). If Buyer elects to terminate this Agreement, for any reason as determined in its sole discretion, at any time on or before the expiration of the Due Diligence Period, Buyer will deliver a written notice of its election to terminate to City, whereupon the Deposit shall be returned to Buyer, and this Agreement shall thereupon terminate. Thereafter, neither City nor Buyer shall have any further rights or obligations under this Agreement. If Buyer fails to deliver such written notice on or before the expiration of the Due Diligence Period or any extension thereof, this Agreement shall continue in accordance with its terms. In the event Buyer's due diligence results in a determination that additional environmental investigation is necessary, for example the requirement of performing a Phase II environmental site assessment, air quality assessment or other further environmental testing ("**Additional Environmental Investigation**"), Buyer may

extend the Due Diligence Period for an additional sixty (60) days (***the "Due Diligence Extension"***) by written notice to City given prior to the expiration of the initial sixty (60) day Due Diligence Period, as to only those actions needed to perform and identified by Buyer in said written notice. If Buyer exercises the Due Diligence Extension, then any reference in this Agreement to the Due Diligence Period will include the Due Diligence Extension. Any environmental condition not noted in the notice regarding the Additional Environmental Investigation and all other due diligence shall be deemed complete and accepted by the Buyer as satisfactory upon completion of the initial sixty (60) day Due Diligence Period.

5. **Title.** Buyer shall obtain, at the City's cost and expense, a title insurance commitment ("***Title Commitment***") for an owner's fee policy of title insurance (the "***Owner's Title Policy***"), without standard exceptions (ALTA Policy Form B-1992) issued by Liberty Title (the "***Title Company***") insuring marketable, fee simple title subject only to the recorded exceptions contained therein, in the amount of the Purchase Price, naming the Buyer as the party to be insured together with copies of all instruments of record listed in the Title Commitment. The Buyer may, at Buyer's cost and expense, request such endorsements to the title policy and such "insuring over" of title encumbrances and exceptions by the Title Company as the Buyer shall deem necessary or desirable. The City shall cooperate with the Buyer in obtaining such endorsements and "insuring over," provided, however, the City shall have no obligation (except for providing the standard seller's affidavit) to incur any additional costs and expenses, obligations or liabilities in connection with such endorsements required by Buyer to the title policy or any other title matters other than: (a) the discharge of liens capable of being discharged by the payment of money, or (b) "insuring over" or similar endorsements necessary to cure defects in title to permit the City to convey marketable fee simple title to the Buyer, but only to the extent such defects are not placed against the Properties by or arising out of the acts of Buyer or its agents. The legal description reflected in the Title Commitment shall be the description of each Property used for the Deed given at Closing.

The Buyer shall have a period of thirty (30) days (the "***Title Examination Period***") from and after the its receipt of the Title Commitment and copies of all instruments of record listed in the Title Commitment to approve or object to the condition of title disclosed in the Title Commitment or Survey as determined by the Buyer, in its reasonable discretion ("***Title Defects***"). If the Buyer provides the City with written notice of Title Defects prior to the expiration of the Title Examination Period, the City shall within fifteen (15) days after such written notice (the "***Cure Period***"): (a) notify Buyer of its intent to remedy the Title Defects, (b) notify Buyer of its intent to insure over the Title Defects, or (c) provide the Buyer with written notice that the City will not remedy such Title Defects. If such Title Defects are not remedied or insured over by the City to Buyer's satisfaction, or such notice of refusal to remedy such Title Defects is given by the City to the Buyer during the Cure Period, then the Buyer, at its option to be exercised within fifteen (15) days of the expiration of the Cure Period, may either (i) terminate this Agreement at which time the Buyer and the City shall be relieved of any further liability under this Agreement, and the Deposit shall be returned to the Buyer, or (ii) waive such Title Defects by written notice to the City (provided that unless the Buyer elects to waive such Title Defects it will be deemed to have elected to terminate this Agreement in accordance with the clause (i)).

The Title Commitment shall be updated for the Closing and in the event such updated Title Commitment ("***Updated Title Commitment***") discloses any new exceptions or conditions

not caused by the Buyer to title rendering a Property unsatisfactory as determined by the Buyer in its reasonable discretion ("*New Title Defects*"), the Buyer shall have the option of either granting the City additional time in which to remedy or insure over the New Title Defects or waiving such New Title Defects or terminating this Agreement by written notice to the City on or before the Closing Date, in which event the Buyer, the City shall have no further liability under this Agreement and the Deposit shall be returned to the Buyer.

6. Buyer's Access to the Properties. During the Due Diligence Period and Entitlement Period (as defined below), Buyer, its agents, employees, licensees and contractors, shall have the right to enter onto the Properties upon reasonable prior notice to the City to conduct such investigations, studies and tests on the Properties and the land, buildings and structures thereof as Buyer may elect. All of Buyer's activities on the Properties shall comply with all laws, rules, regulations and applicable safety protocols. City shall not incur any costs with regard to the Buyer's investigation of the Properties. City shall not be liable for any damage, loss, or injury caused by Buyer and Buyer shall indemnify, defend and hold harmless City, its directors, employees, agents, officers, trustees, and officials, from any and all claims, demands, actions or causes of action, for any and all damages or injuries, including attorneys' fees arising out of the Buyer's entry upon the Properties. Buyer shall not, however, indemnify, defend or hold harmless City, or their respective directors, employees, agents, officers, trustees, officials, for any losses, damages, expenses or claims arising from the mere discovery by Buyer of conditions at, on, in or under the Properties that existed prior to Buyer's entry onto the Properties. Buyer shall maintain insurance coverage in amounts reasonably acceptable to the City for due diligence activities of Buyer, naming City as an additional insured on such policy and a certificate of insurance consistent with such requirements shall be submitted to the City prior to Buyer's entering the Properties. If Buyer elects to terminate this Agreement prior to Closing, Buyer shall repair any damage to the Properties caused by Buyer, its agents, employees, licensees or contractors to its condition on the date that Buyer first entered the Properties, within fifteen (15) days of its termination (provided such time period will be reasonably extended if additional time is necessary to repair such damage and Buyer has diligently commenced and pursued such repairs), and the Deposit shall not be released to Buyer until such damage is repaired to City's satisfaction.

7. Development Matters.

(a) Entitlements. Provided that Buyer has not terminated this Agreement pursuant to Section 4 herein, Buyer shall have a period of either (a) ninety (90) days from the expiration of the Due Diligence Period if Buyer has exercised its right to the Due Diligence Extension or (b) one hundred fifty (150) days from the expiration of the Due Diligence Period if Buyer has *not* exercised its right to the Due Diligence Extension (either such period, the "*Entitlement Period*") to obtain from all federal, state, county, and local governmental bodies with authority over the Properties ("*Governmental Authorities*") including, without limit, (i) all authorizations or permits to construct, and use the Properties in the manner contemplated by the Buyer, (ii) final site plan approval, (iii) such baseline environmental assessments as may be indicated based on environmental site assessments, (iv) grants, tax incentives, agreements, brownfield agreements and financing inducements as Buyer may deem necessary, (v) approvals and authorizations of the City Commission of Plymouth, the Planning Commission of Plymouth, Historic District Commission, including an appropriate Certificate of Appropriateness and Notice to Proceed, (vi) lot splits and/or combinations necessary to achieve separate tax parcels for the Jewell Building

Property and Residential Property, (vii) zoning and land use approvals, inclusive of any PUD approvals, together with any required planned unit development agreement, and (viii) all other governmental approvals and licenses required for Buyer to commence and complete the development of a Property in accordance with this Agreement and the "Planned Unit Development Agreement" (as defined below) and as contemplated by the Buyer (the items described in provisos (i) through (viii) above are sometimes hereinafter collectively referred to as the "**Entitlements**"). The City shall reasonably cooperate with Buyer in obtaining the Entitlements from third parties and join in such applications, petitions or documents which may be reasonably requested by Buyer in connection with the Entitlements at no cost to the City. If Buyer has exercised commercially reasonable efforts and diligently attempted to obtain the Entitlements, but has not been able to do so, Buyer may extend the Entitlement Period for one (1) additional thirty (30) day period by written notice to City. However, to effectuate such thirty (30) day period extension of the Entitlement Period, the Buyer shall detail in writing those Entitlements that have not been secured, shall confirm in writing to the City those Entitlements that have been secured and confirm that such Entitlements so secured are acceptable and Buyer shall pay to the Title Company an additional sum of Ten Thousand Dollars (\$10,000.00) as a non-refundable deposit, which shall be applied to the Purchase Price at Closing or forfeited to the City if the Buyer does not close on the purchase of the Properties (unless such failure is due to the City's breach of this Agreement). If Buyer is not able to obtain all of the Entitlements prior to the expiration of the Entitlement Period, as the same may be extended, or Buyer is not satisfied with any of the conditions contained in such Entitlements, Buyer may terminate this Agreement whereupon the Buyer and the City shall be relieved of any further liability under this Agreement, and the Deposit shall be returned to the Buyer. Notwithstanding the foregoing, nothing hereunder in this subsection (a) or in this Agreement shall limit or impair, in any way, the City, the City Commission, the Planning Commission, the Historic District Commission or any other City board or commission from making and issuing decisions, in its sole and unfettered discretion, on applications or requests of the Buyer to the City in connection with its planned use of the Properties or in negotiating and entering into a Planned Unit Development Agreement. The Buyer expressly acknowledges and agrees that no such decision or any conditions accompanying such decision or failure to enter into a Planned Unit Development Agreement shall be considered a default under this Agreement. Buyer retains the ability to appeal any such decision as provided in law or under City ordinance.

(b) Development Agreement. During the Entitlement Period, the City and the Buyer shall negotiate a form of Planned Unit Development Agreement (*the "Planned Unit Development Agreement"*) outlining the terms and conditions relative to the preservation of the historic building located on the Jewell Building Property and the demolition of the existing residences and construction of the ten (10) contemplated townhomes on the Residential Property, with the Parties anticipate will be consistent with the site plans and other plans the Buyer has submitted to the City prior to the Effective Date of this Agreement.

(c) Access Easements. During the Entitlement Period, the Buyer and the City would also negotiate and finalize access non-exclusive easements that (i) provide the City with access to the parking lot from Deer Street through property owned by the Buyer (or as of the date of this Agreement an affiliate of the Buyer) and, (ii) provide the Buyer with access from Ann Arbor Trail through the parking lot property in order to access the Jewell Building Property and from Deer Street to access the Residential Property. These non-exclusive easements would be detailed

in the Planned Unit Development Agreement and are generally depicted on Exhibit C. The Buyer and the City agree that the cost of installation and future maintenance of (i) that portion of the access drive running generally easterly from Deer Street shall be paid solely by and borne by the Buyer and (ii) that portion of the access drive running generally south of W. Ann Arbor Trail will be paid solely by and borne by the City. As part of the finalizing such access, non-exclusive, easements, Buyer would, subject to agreeing on a Planned Unit Development Agreement that incorporates the terms of this paragraph, Buyer would convey (or cause it affiliate to convey) to the City that portion of the proposed access easement currently owned by Buyer or Buyer's affiliate that is immediately adjacent to Deer Street. Such conveyance by Buyer shall be in a form acceptable to the City and at no cost to City (including survey and title insurance), except City shall process the lot change request at no charge to Buyer upon submission of the required application by Buyer.

(d) Intentionally Omitted.

(e) Proration of Taxes and Assessments. The Properties are owned by the City, and are not currently subject to real property tax liability. All taxes and assessments (including special assessments) effecting the Properties shall become a lien after the Closing Date and shall be paid by the Buyer. All installments of special assessments levied against the Properties after the Closing Date shall be paid by the Buyer.

(f) Condition of the Property. The Buyer acknowledges that during the Due Diligence Period it will have the opportunity to investigate the condition of the Properties. The Buyer acknowledges and agrees that it will either exercise and/or waive such opportunity and the Buyer agrees not to make any claims against the City in connection with such investigation. The Buyer makes the following further agreements and acknowledgements:

(i) that it is responsible for making and will be granted the opportunity during the Due Diligence Period to make all investigations (above ground and below ground) deemed necessary by the Buyer to determine whether the Properties: (1) contain any toxic or hazardous waste or materials (as regulated by federal, state or local laws); (2) contain wetlands or is subject to adverse conditions; (3) contain adequate soil conditions; (4) are in satisfactory condition; and (5) are suitable for the Buyer's intended use;

(ii) that the City has made no representation or warranty of any kind with regard to the condition, above or below ground, of the Properties or the buildings thereon;

(iii) that it is purchasing the Properties "as is; where is";

(iv) that it waives any right to bring any claim against the City of any nature whatsoever with regard to the physical condition of the Properties; and

(v) that upon transfer of title, the Buyer assumes all responsibility for any damages arising from an event or occurrence after the Closing caused by the physical conditions existing on the Properties as of the Closing Date.

The City shall assign to the Buyer, any claims it has against third parties for such damages arising from an event or occurrence after the Closing based upon the physical conditions existing on the Development Parcel as of the Closing Date.

9. Representations and Warranties of Buyer. To induce City to enter into this Agreement, Buyer makes the following representations and warranties, which are true and correct in all material respects as of the Effective Date and on the date of Closing (the "**Closing Date**"):

(a) Authority. Buyer is authorized and permitted to enter into this Agreement and to perform all covenants and obligations of Buyer hereunder and Buyer's right to execute this Agreement is not limited by any other agreements. The execution and delivery of this Agreement, the consummation of the transaction described herein and compliance with the terms of this Agreement will not conflict with, or constitute a default under, any agreement to which Buyer is a party or by which Buyer is bound or violate any regulation, law, court order, judgment, or decree applicable to Buyer. This Agreement is legally binding on and enforceable against Buyer in accordance with its terms.

(b) No Bankruptcy. There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings under the Bankruptcy Code, 11 U.S.C. §101, et seq., or under any other debtor relief laws pending or threatened against Buyer.

(c) Existence. Buyer has been duly organized, is validly existing and is in good standing and is qualified to do business in the State of Michigan. This Agreement is, and all documents executed by Buyer and delivered to City at the Closing will be duly authorized, executed, and delivered by Buyer.

(d) No Consent. No other action by Buyer, no consent, approval, order or authorization of any person or entity that is not a party to this Agreement, and no permit, consent, approval, declaration or filing with any governmental authority (other than the Entitlements) is required for Buyer to execute and deliver this Agreement or perform the transaction contemplated herein.

(e) No Defaults. Neither Buyer nor its members, to the best of Buyer's knowledge, is in default of any obligation to the City, including, but not limited to, the payment of real property taxes, as required by Section 5.17(a) of the City Charter.

(f) Financing. The Buyer has the capability of securing the financing necessary or through its own private resources to meet all of its financial obligations created under this Agreement and as stated in the Planned Unit Development Agreement.

The representations and warranties of Buyer set forth above and elsewhere in this Agreement will survive Closing for a period of twelve (12) months (the "**Survival Period**") and unless the City brings a claim based on a breach of the Buyer's representations and warranties prior to the Survival Period any such claim shall be barred.

10. City Representations and Warranties. To induce Buyer to enter into this Agreement, City makes the following representations and warranties, which will be true and correct in all material respects as of the Effective Date and on the date of Closing:

(a) No Agreements. City has not entered into and has no knowledge of any agreements to sell, options, rights of first refusal, or obligations to sell the Properties, or any agreements binding on City or the Properties other than this Agreement, and the Properties are not subject to any leases or other agreements that permit occupancy by any third party except as stated in Section 10(d) below. City will not enter into any of the foregoing agreements while this Agreement remains in effect.

(b) Authority. City has and will have on the Closing Date the power and authority to sell the Properties to Buyer and perform its obligations in accordance with the terms and conditions of this Agreement, and each person who executes this Agreement and all other instruments and documents in connection herewith, has or will have due power and authority to so act.

(c) No Conflict. Neither the execution, delivery, performance of or compliance with this Agreement and all other documents contemplated hereby, nor the conveyance of all of City's right, title and interest in and to the Properties as herein contemplated will (i) violate or conflict with City Charter, (ii) result in any breach or violation of, or be in conflict with, or constitute a default under, any indenture, contract, agreement, instrument, judgment, decree, order, or award binding on City or to which City is a party, or affecting or binding on the Properties, or (iii) violate or conflict with any governmental statute, law, ordinance, rule, regulation, order, judgment or directive.

(d) Leases. The City has leased portions of the Jewell Building Property to three (3) tenants as listed on Exhibit D attached. The City shall be responsible for all tenancies being ended prior to Closing and all costs, expenses and liabilities relating to such leases and termination thereof.

The foregoing representations shall survive the Closing for the Survival Period and unless the Buyer brings a claim based on a breach of the City's representations and warranties prior to the Survival Period any such claim shall be barred.

11. Conditions to Closing.

(a) The obligation of Buyer to consummate the purchase and sale of a Property is expressly conditioned upon the following:

(i) Title. The Title Company shall have irrevocably agreed to issue the Owner's Title Policy, as approved by Buyer, for each Property and Buyer has not terminated this Agreement pursuant to Section 5 hereof.

(ii) City Representations. The City's representations, warranties and agreements contained herein are and shall be true and correct as of the Closing Date.

(iii) Entitlements. The Entitlements for each Property shall be obtainable without challenge or appeal, subject only to Buyer's acquisition of each Property.

(iv) City Obligations. The City shall have performed its obligations under this Agreement in all material respects.

(v) Due Diligence. The Due Diligence Period has expired without Buyer delivering a Buyer's termination notice.

(vi) Permits, Plans and Construction Documents. Buyer shall have obtained any and all licenses, approvals and permits (including building permits) necessary for the development of and construction on the Properties. Moreover, all plans and construction documents have been delivered to the City.

(vii) Investigative Reports. The Buyer shall provide the City with all investigative reports regarding the Properties.

(viii) Development Agreement. The City and Buyer have entered into a Planned Unit Development Agreement, which has been fully executed by the parties. The City shall not be in default of the Planned Unit Development Agreement and has complied in all material respects with said Agreement's terms and conditions.

(b) The obligation of City to consummate the purchase and sale of a Property is expressly conditioned upon the following:

(i) Buyer Representations. The Buyer's representations, warranties and agreements contained herein are and shall be true and correct as of the Closing Date.

(ii) Buyer Obligations. The Buyer shall have performed its obligations under this Agreement in all material respects.

(iii) Investigative Reports. The Buyer shall provide the City with all written investigative reports prepared by third parties regarding the Properties.

(iv) Development Agreement. The City and Buyer have entered into a Planned Unit Development Agreement, which has been fully executed by the parties. The Buyer shall not be in default of the Planned Unit Development Agreement and has complied in all material respects with said Agreement's terms and conditions.

12. Closing Date. The Closing of the transfer of the Properties to the Buyer shall occur on a date agreed upon by the Parties within thirty (30) days after the expiration of the Entitlement Period, but in no event prior to the date that all of the conditions precedent set forth in Section 11(a) have been satisfied or otherwise waived in writing by the Buyer or the date that all of the conditions precedent set forth in Section 11(b) have been satisfied or otherwise waived in writing by the City ("**Closing Date**"). The foregoing notwithstanding, in the event the Buyer is able to secure approval, or Buyer otherwise waives in writing, of all Entitlements prior to the expiration of the Entitlement Period (subject only to Buyer's purchase of the Property), Buyer shall have the right, upon not less than thirty (30) days prior written notice, to proceed to

Closing, and the date so elected shall be deemed the Closing Date for the purposes of the this Agreement.

13. **Closing.** The City and the Buyer shall complete the Closing on the Closing Date. The Closing shall occur in escrow at the offices of the Title Company. The City shall convey to the Buyer, by 1 or more Covenant Deeds (collectively, the "**Deed**") generally in the form attached as Exhibit E, fee simple title to each Property being purchased subject to all restrictions of record, easements, building and use codes, regulations and restrictions, zoning ordinances, encroachments, exclusive, however, of any of the foregoing that City is required to remove pursuant to Section 2 hereof and real estate taxes and special assessments not yet due and payable (collectively, "**Permitted Restrictions**"). The Buyer shall be entitled to sole and exclusive possession and occupancy of each Property at the time of Closing, free and clear of all tenancies, occupancies, or all other rights to possession. For avoidance of doubt, any easements of record created after the date of this Agreement by the City shall be subject to approval by the Buyer, in its reasonable discretion.

The City shall pay the cost of recording any curative instruments, the cost of any applicable transfer taxes, the cost of the Owner's Title Policy (except the cost of any title endorsements sought by the Buyer), and one-half of the cost of any escrow or closing fees. The Buyer shall pay the cost of any title endorsements sought by the Buyer, the cost of recording the Deed (defined below), and one-half of the cost of any escrow or closing fees. Each Party shall pay its own legal fees, provided however, Buyer agrees to pay Ten Thousand and 00/100 Dollars (\$10,000,000) toward the City's legal fees at Closing.

It is the intent of the City and Buyer that the conveyance of the Property by Covenant Deed to the Buyer shall be fee simple determinable, with the City retaining a possibility of reverter, which shall automatically ripen into a fee simple interest in the City upon failure of the Buyer to commence construction of the project (the "**Construction Commencement Date**") as and when required by the Planned Unit Development Agreement due to Buyer default, which shall be no later than one (1) year following final approval of the Planned Unit Development (subject to extensions as stated in Plymouth Ordinance Section 78-316(b)); (a "**Reversion Event**"). Upon the occurrence of a Reversion Event, the City shall provide the Buyer with written notice ("**Reversion Default Notice**") that it intends to record a notice with the Wayne County Register of Deeds (which notice shall be in accordance with MCLA § 565.451(a)), confirming the reversion of the Properties to the City due to Buyer's default ("**Reversion Notice**"), unless the Buyer's default is cured within ten (10) business days after the Reversion Default Notice. If the Buyer's default is not cured within ten (10) business days after the Reversion Default Notice, the City shall be entitled to record the Reversion Notice. Upon the occurrence of a Reversion Event, which is not cured within ten (10) business days after the Reversion Default Notice: (i) fee simple title to the Properties shall automatically revert in the City without the need for any action by the City or the Buyer and without need for execution and delivery of any deed or any document; and (ii) the City shall refund to the Buyer within sixty (60) days after the Reversion Default Notice the amount of the Purchase Price less the reasonable cost incurred by the City in securing and readying, including demolition of site improvements (if appropriate), the Properties for sale. The recording of the Reversion Notice by the City shall provide record notice of the Reversion of the Properties to the City. The reversionary interest of the City shall be released upon the execution and delivery of a Project Commencement Certificate, as provided for in the Planned Unit Development Agreement, which the City agrees

to promptly provide upon project commencement in accordance with the Planned Unit Development Agreement.

14. Default.

(a) Buyer Default. In the event of a default by Buyer under this Agreement and such default continues for a period of 10 days following Buyer's receipt of written notice from the City (provided no notice and cure period will be provided if the default is due to the failure to timely attend Closing), the City shall have the right, as its sole and exclusive remedy, to terminate this Agreement by providing written notice of termination to Buyer and to retain the Deposit. City and Buyer agree that (i) it would be impractical and extremely difficult, if not impossible, to fix actual damages that would be suffered by City as a result of a breach of this Agreement by Buyer; and (ii) retaining the Deposit as liquidated damages is a fair and reasonable amount to be retained by City in light of City's removal of the Properties from the market, the costs incurred by City, and the right to negotiate the exclusive acquisition and development rights with the City and shall not constitute an unlawful penalty or unlawful forfeiture.

(b) City Default. In the event of a default by the City under this Agreement, and such default continues for a period of 10 days following City's receipt of written notice from the Buyer (provided no notice and cure period will be provided if the default is due to the failure to timely attend Closing) Buyer shall have the right to (i) specifically enforce the obligations of the City under this Agreement, or (ii) pursue all other remedies available to Buyer at law or in equity.

(c) Non-Liability of City Officials and Employees. No City official, officer, employee, board member (including, but not limited to, members of the City Commission, Planning Commission and Historic District Commission), commission member, elected or appointed official, attorney, consultant, advisor, agent or representative shall be personally liable to the Buyer for any default or breach by the City of any obligation under this Agreement or in any manner arising out of the performance of this Agreement by any party or in rendering any decision on any application or request of the Buyer.

15. Brokerage. City represents that it has not employed a broker and/or real estate agent in connection with the transactions contemplated by this Agreement. Buyer has engaged the services of Leo D. Gonzalez of CRS-Commercial Real Estate Services and Buyer will be solely responsible for paying any fees payable to CRS-Commercial Real Estate Services pursuant to a separate agreement. Each party agrees to indemnify, defend, and hold the other harmless from and against any claims for real estate broker's fees or any compensation sought in connection with the transactions contemplated by this Agreement.

16. Notice. Except as otherwise expressly provided herein, all notices and communications hereunder must be in writing and will be received on the same day when hand-delivered, 3 business days after being sent by first class mail, 1 business day after sent by national overnight courier. Notice to the City shall be provided to:

To the City:

City of Plymouth
Attention: _____
201 S. Main Street,
Plymouth, Michigan 48170

With a copy to:

Plunkett Cooney
Attention: Dennis G. Cowan
38505 Woodward Ave., Suite 100
Bloomfield Hills, Michigan 48304

To Buyer:

Jewell Maple Development, LLC
Attention: Michael J. Ferrantino
101 N. Main Street, Suite 350
Ann Arbor, Michigan 48104

With a copy to:

Kerr Russell & Weber, PLC
Attention: Kevin T. Block
500 Woodward Ave, Suite 2500
Detroit, Michigan 48226

17. Miscellaneous.

(a) **Severability.** If any one or more of this Agreement's provisions is/are held invalid or unenforceable in any respect, all other provisions will remain valid and enforceable as stated in this Agreement.

(b) **Integration; Modification.** This Agreement contains both City's and Buyer's entire intentions and understandings in regard to the sale of the Properties. This Agreement supersedes any prior agreements, whether written or oral. City and Buyer may modify this Agreement only in a writing signed by both Parties. Any such modifications will become part of this Agreement by incorporation.

(c) **Governing Law; Jurisdiction; Venue.** This Agreement is governed by applicable Michigan law. The Parties agree, consent, and submit to the personal jurisdiction of any competent court in Wayne County, Michigan for any action brought against it arising out of this Agreement. The Parties also agree that each will not commence any action against the other because of any matter whatsoever arising out of or relating to the validity, construction interpretation, and enforcement of this Agreement, in any courts other than those in the Wayne County, Michigan.

(d) **Binding Effect.** This Agreement will be binding on the heirs, devisees, legal representatives, claimants, successors, and assignees of the Parties. The Buyer will have the right to assign this Agreement to one or more affiliates, as well as designate one or more affiliates to take title to either of the Properties by way of the Deed provided at Closing. Until such time as

this Agreement is signed and delivered by the City to Buyer, the Buyer will be entitled to revoke the offer and agreements contained herein upon written notice to the City.

(e) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original document but together shall constitute one instrument. A signed copy of this Agreement delivered by facsimile, email, PDF or other means of electronic submission shall have the same legal effect as delivery of an original signed copy of this Agreement.

(f) **Waiver.** No waiver by either Party of any of its rights or remedies hereunder or otherwise will be considered a waiver of any other subsequent right or remedy. Except as expressly provided herein, no waiver by either Party of any of its rights or remedies hereunder or otherwise will be effective unless such waiver is evidenced in a written instrument executed by the waiving Party.

(g) **Dates.** If any date herein set forth for the performance of any obligations of City or Buyer, or for the delivery of any instrument or notice as herein provided, should be on a Saturday, Sunday, or legal holiday, the compliance with such obligations (or such delivery, as the case may be) will be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

(h) **Force Majeure.** In the event either Party is delayed or prevented from performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, severe weather, governmental delays or strikes, restrictive governmental laws or regulations, riots, insurrection, war or any other reason beyond the reasonable control of such party, then the performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the delay.

[Signatures commence on following page]

The City and Buyer have caused this Purchase Agreement to be executed as of the dates set forth below.

CITY OF PLYMOUTH,
a Michigan municipal corporation

Dated: _____

By: _____

Name: _____

Title: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

This Agreement was acknowledged before me on _____, 20__, by _____, the _____ of the City of Plymouth, a Michigan municipal corporation.

Signature of Notary

Printed name of Notary

Notary Public,

State of Michigan, County of: _____

My commission expires: _____

Acting in the County of: _____

JEWELL MAPLE DEVELOPMENT, LLC,
a Michigan limited liability company

Dated: _____

By: _____

Name: Michael Ferrantino

Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

This Agreement was acknowledged before me on _____, 20__, by Michael Ferrantino, the Manager of Jewell Maple Development, LLC.

Signature of Notary

Printed name of Notary

Notary Public,
State of Michigan, County of: _____
My commission expires: _____
Acting in the County of: _____

Signature page 2 of 2 of the Purchase Agreement between City and Buyer

[Remainder of page intentionally left blank]

EXHIBIT A-1

The Jewell Building Property

(see attached)

EXHIBIT A-2

The Residential Property

(see attached)

EXHIBIT B

Purchase Price Allocation

Jewell Building Property: \$345,000

Residential Property: \$668,760

EXHIBIT C

Access Easement Drawing

(see attached)

EXHIBIT D
Current Tenants

- 1) Little Sprouts, LLC
- 2) Royalty Seats, Inc.
- 3) Robert Woods

EXHIBIT E
Covenant Deed
(see attached)

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RESOLUTION

The following Resolution was offered by Director _____ and seconded by Director _____.

WHEREAS The City of Plymouth owns the downtown land commonly known as the Saxton's property, and

WHEREAS The City/DDA purchased this property with the intent of providing additional public parking and to ensure that the future development of the site would provide an appropriate entrance to the downtown area, and

WHEREAS The Plymouth Downtown Development Authority Board in April 2019 voted unanimously to support a Letter of Intent from F5 Holdings, LLC which sets forth the general terms of a potential transaction involving the sale and development of this property, and

WHEREAS The Plymouth City Commission on January 6, 2020 voted unanimously to enter into a Purchase Agreement with F5 Holdings that will go into effect only after receiving all approvals from the Planning Commission and Historic District Commission,

NOW THEREFORE BE IT RESOLVED THAT the DDA Board of the City of Plymouth does hereby accepts the Purchase Agreement between the City and F5 Holdings, LLC as presented.

BE IT FURTHER RESOLVED THAT the DDA Board supports the efforts by the City Commission and City administration to move forward with a potential sale of the Saxton's property.



Information Only

To: DDA Board

From: DDA Staff

CC: S:\DDA\Shared Files\DDA Board\DDA Agendas\DDA Agendas2020\January2020

Date: 1/9/2020

Re: DDA Finance Committee Update

Chairman Covington has appointed Maura Hynes, Scott Foess and Ellen Elliott to the Finance Committee, which will meet prior to DDA Board meetings on the first Monday of each calendar quarter.

The DDA Finance Committee is designed to develop a vision and plan to explore and identify alternative funding mechanisms for capital improvement projects. The plan is expected to include an "Action Plan" that identifies steps for obtaining funding via each funding source.

The first meeting of the Finance Committee is scheduled prior to the January 8, 2020 DDA Board meeting.

Chairman Covington will give an overview of the committee's first meeting.

Saxton's Property Revenue/Expenditure Report

Dec-19	
ITEM	COST
Electricity	\$137.71
Gas	\$586.74
Water	\$47.79
Lawn Service - Serene Landscape	\$65.00
TOTAL EXPENSES:	\$837.24
TOTAL RENT COLLECTED:	\$2,425.00
MONTHLY SURPLUS/DEFICIT:	\$1,587.76

Total Surplus/Deficit Since Property Purchase May 2015	
2015	-\$28,832.58
2016	\$9,261.73
2017	\$36,956.82
2018	\$38,218.60
Jan-19	\$2,774.10
Feb-19	\$2,634.02
Mar-19	-\$6,335.12
Apr-19	\$1,901.31
May-19	\$3,071.38
Jun-19	\$866.07
Jul-19	\$2,882.28
Aug-19	\$2,364.25
Sep-19	\$1,018.62
Oct-19	\$1,546.94
Nov-19	\$1,778.19
Dec-19	\$1,587.76
TOTAL SURPLUS/DEFICIT:	\$71,694.37



Information Only

To: DDA Board

From: DDA Staff

CC: S:\DDA\Shared Files\DDA Board\DDA Agendas\DDA Agendas 2020\January2020

Date: 01/13/2020

Re: DDA Digital Media Year in Review

The Downtown Plymouth social media channels and the www.downtownplymouth.org website are important DDA marketing tools used daily by DDA staff. The attached report outlines some analytics from the past year on the Downtown Plymouth social media channels and the DDA website.

DOWNTOWN PLYMOUTH MICHIGAN

2019 Social Media Year in Review



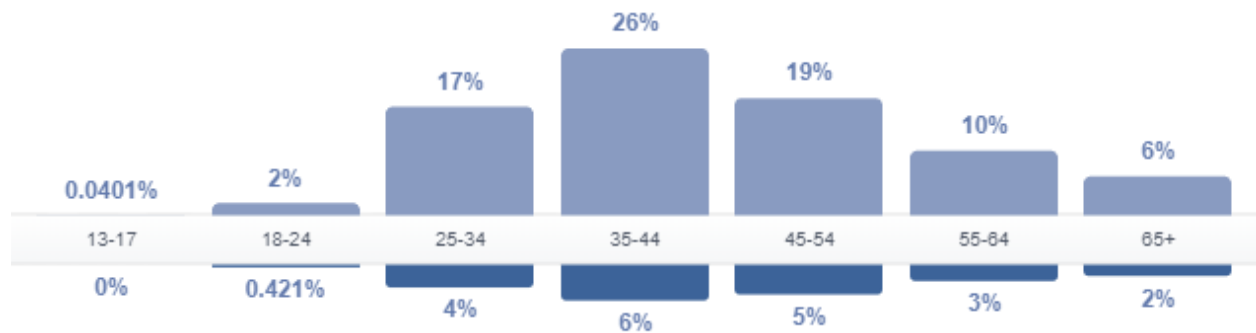
Total page followers: 10,487

Total page likes: 9,987

2019 analytics

- 29,568 total video views (including Facebook Live videos)
- Average daily post reach: 2,143 profiles
- 22% increase in total page followers in 2019
- The top post of 2019 was pictures of opening day of the 2019 Plymouth Ice Festival
25,947 people were reached with 1,713 likes, 277 comments and 216 shares

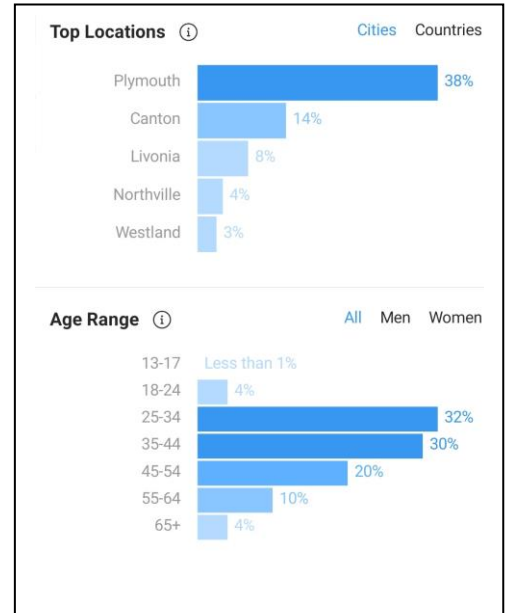
80% of total followers are women (top), 20% are men (bottom) with the 35-44 being the largest age demographic





Instagram total page followers: 2,771

- 66% increase in page followers in 2019
- 62% of followers live outside the Plymouth community
- Largest age demographic is 25-34
- Concert videos averaged more than 750 views per video
- Most viewed post was a video of the fountain turned on in the spring with 971 views



Twitter total page followers: 2,142

- Top tweet of 2019 was a link to a video of former Detroit Lion T.J. Lang's visit to the Plymouth Historical Museum with 2,870 impressions
- 150 new followers in 2019

Downtown Plymouth, MI

CIVICPLUS[®]



Top Level Information

Data is Pulled from: 12/22/2018 – 12/22/2019

113,121

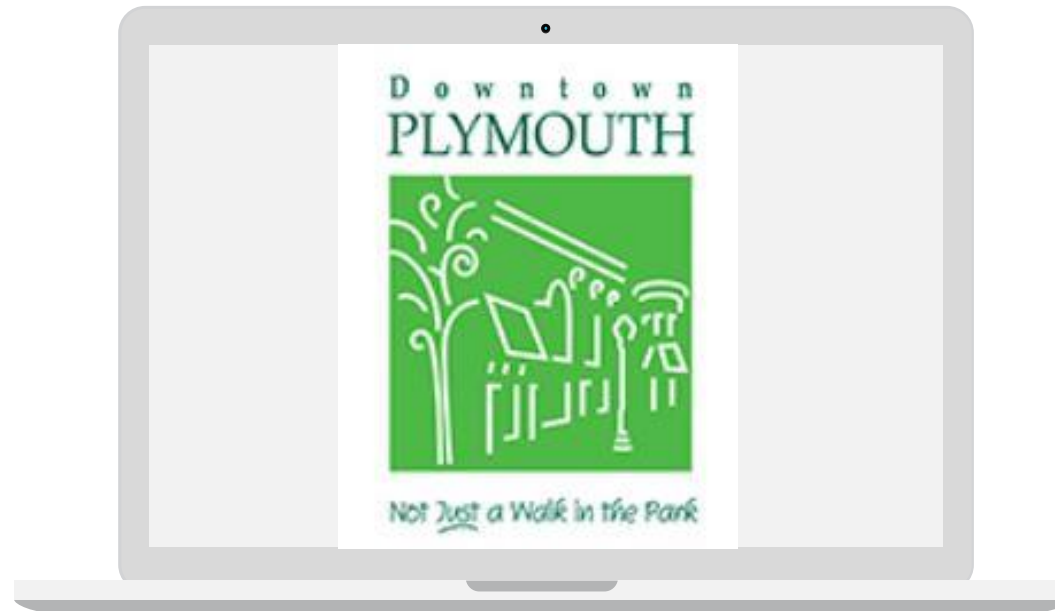
Total Visits

1,399

Total Site Searches

1:11

Avg. Visit Duration



148,901

Total Page Views

122,084

Total Unique Page Views

1.9

Actions Per Visit

Top Visited Pages

29,992

VISITS

2019 Bank of Ann Arbor
Music in the Air Concert

15,620

VISITS

Special Events

14,556

VISITS

Events & Entertainment

9,422

VISITS

Restuarants

7,142

VISITS

Shops

5,356

VISITS

Shopping & Dining

Top Searched Terms

52

SEARCHES

Parking

28

SEARCHES

Restaurants

13

SEARCHES

Music in the Park

11

SEARCHES

Hotels

10

SEARCHES

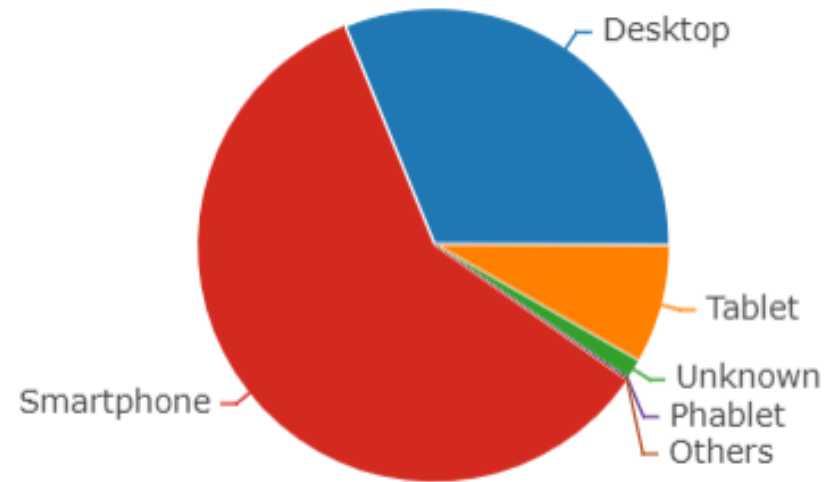
Farmers Market

10

SEARCHES

Santa

Device Type



- Smartphone: 59%
- Desktop: 31%
- Tablet: 8%
- Unknown, Phablet, Other: 1%

Annual Report on Status of Tax Increment Financing Plan

Send completed form to: Treas-StateSharePropTaxes@michigan.gov	City of Plymouth, MI DDA	TIF Plan #	For Fiscal Years ending in
<small>Issued pursuant to 2018 PA 57, MCL 125.4911 Filing is required within 180 days of end of Authority's fiscal year 2018-2019.</small>	Click on this cell to enter authority type from list:	1	2019
Year AUTHORITY (not TIF plan) was created:		1983	
Year TIF plan was created or last amended to extend its duration:		2006	
Current TIF plan scheduled expiration date:		2033	
Did TIF plan expire in FY19?		No	
Year of first tax increment revenue capture:		1985	
Does the authority capture taxes from local or intermediate school districts, or capture the state education tax? Yes or no?		No	
If yes, authorization for capturing school tax:		Choose from list	
Year school tax capture is scheduled to expire:		N/A	

Revenue:	Tax Increment Revenue	\$	919,705
	Property taxes - from DDA levy	\$	-
	Interest	\$	8,522
	State reimbursement for PPT loss (Forms 5176 and 4650)	\$	7,607
	Other income (grants, fees, donations, etc.)	\$	122,664
	Total	\$	1,058,498

Tax Increment Revenues Received	From counties	\$	268,800
	From municipalities (city, twp, village)	\$	532,680
	From libraries (if levied separately)	\$	50,210
	From community colleges	\$	60,701
	From regional authorities (type name in next cell) HCMA	\$	7,313
	From regional authorities (type name in next cell)	\$	-
	From regional authorities (type name in next cell)	\$	-
	From local school districts-operating	\$	-
	From local school districts-debt	\$	-
	From intermediate school districts	\$	-
	From State Education Tax (SET)	\$	-
	From state share of IFT and other specific taxes (school taxes)	\$	-
	Total	\$	919,705

Expenditures	Administration	\$	218,514
	Public Safety	\$	23,984
	Parking	\$	42,233
	Facility Management	\$	42,744
	Marketing	\$	71,944
	Infrastructure Maintenance	\$	245,381
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
	Transfers to other municipal fund (list fund name) 2015 LTGO Capital Improvement Debt Fund	\$	235,900
	Transfers to other municipal fund (list fund name) DDA Capital Improvement Fund	\$	150,000
	Transfers to General Fund	\$	57,930
	Total	\$	1,088,631

Outstanding non-bonded indebtedness	Principal	\$	-
	Interest	\$	-
Outstanding bonded indebtedness	Principal	\$	1,180,000
	Interest	\$	144,600
	Total	\$	1,324,600

Bond Reserve Fund Balance		\$	-
----------------------------------	--	----	---

CAPTURED VALUES

PROPERTY CATEGORY	Current Taxable Value	Initial (base year) Assessed Value	Captured Value
Ad valorem PRE Real	\$ 7,037,516	\$ 1,317,227	\$ 5,720,289
Ad valorem non-PRE Real	\$ 36,205,407	\$ 7,251,973	\$ 28,953,434
Ad valorem industrial personal	\$ -	\$ -	-
Ad valorem commercial personal	\$ 1,070,100	\$ 1,047,640	\$ 22,460
Ad valorem utility personal	\$ -	\$ -	-
Ad valorem other personal	\$ -	\$ -	-
IFT New Facility real property, 0% SET exemption	\$ -	\$ -	-
IFT New Facility real property, 50% SET exemption	\$ -	\$ -	-
IFT New Facility real property, 100% SET exemption	\$ -	\$ -	-
IFT New Facility personal property on industrial class land	\$ -	\$ -	-
IFT New Facility personal property on commercial class land	\$ -	\$ -	-
IFT New Facility personal property, all other	\$ -	\$ -	-
Commercial Facility Tax New Facility	\$ -	\$ 606,050	\$ (606,050)
IFT Replacement Facility (frozen values)	\$ -	\$ -	-
Commercial Facility Tax Restored Facility (frozen values)	\$ -	\$ 26,580	\$ (26,580)
Commercial Rehabilitation Act	\$ -	\$ -	-
Neighborhood Enterprise Zone Act	\$ -	\$ -	-
Obsolete Property Rehabilitation Act	\$ -	\$ -	-
Eligible Tax Reverted Property (Land Bank Sale)	\$ -	\$ -	-
Exempt (from all property tax) Real Property	\$ -	\$ -	\$ -
Total Captured Value	\$ 10,249,470	\$ -	\$ 34,063,553

Overall Tax rates captured by TIF plan	
↓	TIF Revenue
26.7616000	\$153,084.09
26.7616000	\$774,840.21
0.0000000	\$0.00
26.7616000	\$601.07
0.0000000	\$0.00
0.0000000	\$0.00
0.0000000	\$0.00
0.0000000	\$0.00
0.0000000	\$0.00
0.0000000	\$0.00
13.3808000	(\$8,109.43)
0.0000000	\$0.00
26.7616000	(\$711.32)
0.0000000	\$0.00
0.0000000	\$0.00
0.0000000	\$0.00
0.0000000	\$0.00
0.0000000	\$0.00
0.0000000	\$0.00
\$919,704.61	Total TIF Revenue