# DELHI CHARTER TOWNSHIP BROWNFIELD REDEVELOPMENT AUTHORITY MEETING Meeting location – Holt Community Center 4410 Holt Road, Holt, MI Tuesday, November 27, 2018 Immediately following DDA Board Meeting AGENDA

# Call to Order Roll Call Comments from the Public

ANYONE WISHING TO COMMENT ON ANY MATTER NOT ON THE AGENDA MAY DO SO AT THIS TIME. PERSONS ADDRESSING THE BOARD MUST STATE THEIR NAME AND ADDRESS FOR THE RECORD AND WILL BE GIVEN FOUR (4) MINUTES.

# Set/Adjust Agenda Approval of Minutes: Regular Meeting of October 30, 2018

#### **Business**

- 1. Resolution No. 2018-003: Adopting Fiscal Year 2019 Brownfield Redevelopment Authority Budget
- 2. Reimburse Costs of Improvement for MSU Federal Credit Union
- 3. Brownfield Reimbursement Agreement MSU Federal Credit Union

#### Limited Comments

MEMBERS OF THE PUBLIC MAY TAKE THE OPPORTUNITY TO ADDRESS THE BOARD REGARDING ANY ITEM ON THE AGENDA AT THE TIME SUCH ITEM IS OPEN FOR DISCUSSION BY THE BOARD. ANYONE WISHING TO COMMENT ON ANY MATTER NOT ON THE AGENDA MAY DO SO AT THIS TIME.

## <u>Adjournment</u>

#### DELHI CHARTER TOWNSHIP BROWNFIELD REDEVELOPMENT AUTHORITY BOARD MINUTES OF REGULAR MEETING HELD ON OCTOBER 30, 2018

The Brownfield Redevelopment Authority met Tuesday, October 30, 2018 in a regular meeting at the Holt Community Center, 4410 Holt Road, Holt, Michigan. Chairperson Leighton called the meeting to order at 7:51 p.m.

MEMBERS PRESENT:	Harry Ammon, Tim Fauser, John Hayhoe, David Leighton, Steven L Marvin, Sally Rae
MEMBERS ABSENT:	Kim Cosgrove, Nanette Miller, Tonia Olson
OTHERS PRESENT:	C. Howard Haas, DDA Executive Director; Lori Underhill, DDA Deputy Director
PUBLIC COMMENT:	None
Set/Adjust Agenda:	There were no changes to the agenda.

#### **APPROVAL OF MINUTES**

# Rae moved, Marvin supported, to approve the regular meeting minutes of September 25, 2018.

A Voice Poll Vote was recorded as follows: All Ayes Absent: Cosgrove, Miller, Olson **MOTION CARRIED** 

#### PRESENTATION: Brownfield Plan #8 – 2313 Cedar Street

Environmental Attorney Charles Barbieri, Foster, Swift, Collins & Smith, P.C. offered background on the property and outlined the steps in the Brownfield Plan adoption process. The potential exists for a grant from the Michigan Department of Environmental Quality. If this is secured, the Plan will be amended to reflect the necessary changes.

Erin Bowdell, Vice President of Facilities, Michigan State University Federal Credit Union offered background on the proposed branch for the site.

David Van Haaren, Triterra, gave a Power Point presentation about the site (Exhibit A).

## PUBLIC HEARING – YEAR 2018 BROWNFIELD REDEVELOPMENT AUTHORITY BUDGET

Public Hearing opened at 8:12 p.m.

There were no comments from the public.

Public Hearing closed at 8:12 p.m.

#### DELHI CHARTER TOWNSHIP BROWNFIELD REDEVELOPMENT AUTHORITY BOARD MINUTES OF REGULAR MEETING HELD ON OCTOBER 30, 2018

#### **BUSINESS**

# ADOPT RESOLUTION NO. 2018-002: ADOPTING BROWNFIELD PLAN #8: 2313 CEDAR STREET

# Fauser moved, Leighton supported, to adopt Resolution No. 2018-002, a resolution recommending the adoption of Brownfield Plan #8.

A Roll Call Vote was recorded as: Ayes: Ammon, Fauser, Hayhoe, Leighton, Marvin, Rae Absent: Cosgrove, Miller, Olson **MOTION CARRIED** 

#### APPROVE FISCAL YEAR 2019 BROWNFIELD REDEVELOPMENT AUTHORITY BUDGET

Marvin moved, Fauser supported, to approve the Fiscal Year 2019 Delhi Charter Township Brownfield Redevelopment Authority Budget and its subset, Local Brownfield Revolving Fund, and to submit it to the Township Board of Trustees for approval.

A Roll Call Vote was recorded as: Ayes: Ammon, Fauser, Hayhoe, Leighton, Marvin, Rae Absent: Cosgrove, Miller, Olson **MOTION CARRIED** 

#### **Limited Comments**

None.

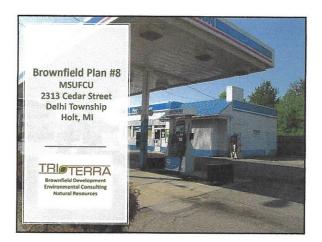
## **ADJOURNMENT**

The meeting was adjourned at 8:15 p.m.

Nanette Miller, Secretary

/lau

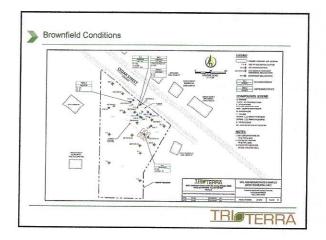
# Brownfield Redevelopment Authority October 30, 2018 Exhibit A

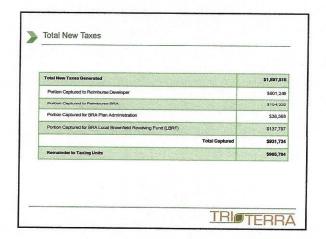








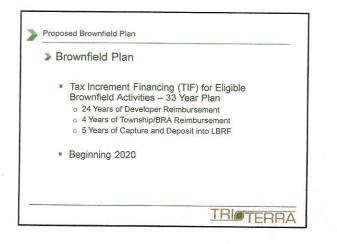




Brownfield Redevelopment Authority October 30, 2018 Exhibit A

Eligible Activities	Developer	Delhi Township
Environmental Assessment and Due Care Activities	\$330,057	\$39,960
Asbestos Activities	-	\$13,50
Demolition Activities		\$18,60
Subtotal Eligible Activities Cost	\$330,057	\$72.06
15% Contingency	\$47,679	
Preparation of Brownfield Plan	\$10,000	Marine .
Implementation of Brownfield Plan	\$11,000	
Interest (5%, Simple) Developer & BRA costs	\$202,513	\$82,253
Total Anticipated TIR for Developer Relmbursement	\$601,249	\$154,320
BRA Plan Administration		\$38,368
BRA Local Brownfield Revolving Fund (LBRF)		\$137,797
Total TIR Capture	\$601,249	\$330,485

taxing units	C
School Operating (100%) \$55	511,140
State Education (SET) (100%) \$17	170,938
School Debt (100%) \$26	283,706
Total Estimated New Taxes \$90	965,784





#### DELHI CHARTER TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY 4410 HOLT ROAD, HOLT, MI 48842 TELEPHONE (517) 699-3866 FACSIMILE (517) 699-3878 www.delhidda.com

October 23, 2018

To: Brownfield Redevelopment Authority Board Members

From: C. Howard Haas, Executive Director

Re: Approval of Fiscal Year 2019 Budget

hoer

The Fiscal Year 2019 Budget for the Brownfield Redevelopment Authority and its subset, Local Site Remediation Fund, has been prepared and its initial review took place at our regular September meeting. This budget was submitted to the Delhi Township Board of Trustees for a budget workshop held on September 11, 2018. At our September meeting, a public hearing was set for October 30<sup>th</sup>. The notice for the public hearing was published in the *Holt Community News* on Sunday, October 7<sup>th</sup>. The Township Board of Trustees will hold its public hearing on Wednesday, November 7<sup>th</sup>. Following our public hearing, it is my recommendation that the Brownfield Redevelopment Authority Board formally approve the budget.

## **RECOMMENDED MOTION:**

I move to approve the Fiscal Year 2019 Delhi Charter Township Brownfield Redevelopment Authority Budget and its subset, Local Brownfield Revolving Fund, and to submit it to the Township Board of Trustees for approval.

#### DELHI CHARTER TOWNSHIP

#### **BROWNFIELD REDEVELOPMENT AUTHORITY**

# **RESOLUTION NO. 2018-003**

# ADOPTING THE FISCAL YEAR ENDING DECEMBER 31, 2019 BROWNFIELD REDEVELOPMENT AUTHORITY BUDGET AND ITS SUBSET, LOCAL BROWNFIELD REVOLVING FUND

At a regular meeting of the Brownfield Redevelopment Authority Board of the Charter Township of Delhi, Ingham County, held at the Community Services Center, 2074 Aurelius Road, Holt, MI., 48842, on Wednesday, November 27, 2018, at 7:30 p.m.

PRESENT:

ABSENT:

The following resolution was offered by \_\_\_\_\_ and supported by \_\_\_\_\_:

**WHEREAS**, Delhi Township Resolution No. 2001-167 established the Brownfield Redevelopment Authority pursuant to Act 381, Public Acts of Michigan, 1996; and

**WHEREAS**, the Uniform Budgeting and Accounting Act (Michigan Public Act 2 of 1968, as amended) requires, among other things:

- A. That the Authority shall prepare and approve a budget for the operation of the Authority
- B. That the responsibility for the budget be designated
- C. That the budget includes revenue (by source) and expenditures (by budgetary centers) for the most recently completed fiscal year, estimated revenues and expenditures for the current fiscal year, and estimated revenues and expenditures for the ensuing fiscal year; and
- D. That the budget include amounts of surplus or deficit that have accumulated from prior years, current year, and estimated surplus or deficits for the budget year; and
- E. That the Township pass a general appropriations act for all funds except trust or agency, internal service, enterprise, debt service, or capital project funds;

**WHEREAS**, the Brownfield Redevelopment Authority Director submitted its proposed budget on September 1, 2018 and discussed the Budget at the Township Budget Workshop held on September 11, 2087; and

**WHEREAS**, the Brownfield Redevelopment Authority Board made a motion at its regular meeting held October 30, 2018 to submit the 2019 proposed budget attached hereto as Exhibits A and B to the Township Board for approval; and

**WHEREAS**, the Delhi Charter Township Board of Trustees approved the FY 2019 Brownfield Redevelopment Authority Budget on November 20, 2018.

#### NOW, THEREFORE, BE IT RESOLVED BY THE BROWNFIELD REDEVELOPMNENT AUTHORITY BOARD OF THE CHARTER TOWNSHIP OF DELHI, INGHAM COUNTY, MICHIGAN, as follows:

- 1. The Brownfield Redevelopment Authority Board adopts the FY 2019 Brownfield Redevelopment Authority Budget and its subset, Local Brownfield Revolving Fund, as itemized in the attached Exhibits A and B.
- 2. This approval is for an "Activity" budget, and approval is made based on the total of the line items in each budget activity.
- This budget shall be finally adopted by the Brownfield Redevelopment Authority Board in accordance with the provisions of Michigan Public Act 2 of 1968, as amended, which requires an appropriations act adopting budgets for all Special Revenue Funds and requiring that responsibility for the budget be designated;
- 4. The following of accumulated surpluses is approved as outlined in Exhibits A and B:

#### BROWNFIELD REDEVELOPMENT AUTHORITY

12-31-18	Fund Balance	\$ 12,776
2019	Projected Revenue	229,300
2019	Projected Expenditures	<u>(198,100)</u>
12-31-19	Projected Fund Balance	\$ 43,976

#### LOCAL BROWNFIELD REVOLVING FUND

12-31-18	Projected Fund Balance	\$ 213,453
2019	Projected Revenue	6,000
2019	Projected Expenditures	<u>(70,250)</u>
12-31-19	Projected Fund Balance	\$ 149,203

5. The Township shall approve subsequent amendments to this budget made by the Brownfield Redevelopment Authority Board that make a net increase or decrease in 2019 Estimated Use of Fund Balance. All other amendments made by the Brownfield Redevelopment Authority Board and budget transfers made by the Authority's Director shall be promptly reported to the Township Accounting Department.

AYES:

NAYS:

ABSENT:

**RESOLUTION DECLARED ADOPTED: 11/27/18** 

STATE OF MICHIGAN ) ) ss COUNTY OF INGHAM )

I, the undersigned, the duly qualified and acting Secretary for the Brownfield Redevelopment Authority Board, Delhi Charter Township, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Brownfield Redevelopment Authority Board of said Township at a regular meeting held on the 27<sup>th</sup> day of November, 2018.

Nanette Miller, Brownfield Redevelopment Authority Secretary

Attachment - Exhibits A and B

# **BROWNFIELD FUND SUMMARY**

		2017 Actual	E	2018 Budget	Pr	2018 ojected	I	2019 Budget
Revenues						-		
Taxes	\$	8,616	\$	40,040	\$	78,230	\$	229,300
Total Revenue		8,616		40,040		78,230		229,300
Expenditures								
Community and Economic Dev								
Brownfield-Administration		8,570		10,050		15,300		20,300
Remediation		-		-		50,200		177,800
Total Expenditures		8,570		10,050		65,500		198,100
Revenues over (under) expenditures		46		29,990		12,730		31,200
Fund Balance, Beginning				46		46		12,776
Fund Balance, Ending	<u>\$</u>	46	\$	30,036	\$	12,776	<u>\$</u>	43,976

#### LOCAL BROWNFIELD REVOLVING FUND SUMMARY

	2017 Actual	2018 Budget	I	2018 Projected	2019 Budget
Revenues		•		-	<u> </u>
Taxes	\$ 199,483	\$ 7,000	\$	5,030	\$ 6,000
Other Revenue	 12,630	 -		21,035	 -
Total Revenue	212,113	7,000		26,065	6,000
Expenditures					
Community and Economic Developmt					
Administration	188,324	70,500		120,250	70,250
Remediation	 3,350	 10,000		-	 -
Total Expenditures	191,674	80,500		120,250	70,250
Revenues over (under) expenditures	20,439	(73,500)		(94,185)	(64,250)
Fund Balance, Beginning	 287,204	 307,643		307,643	 213,458
Fund Balance, Ending	\$ 307,643	\$ 234,143	\$	213,458	\$ 149,208



#### DELHI CHARTER TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY 4410 HOLT ROAD, HOLT, MI 48842 TELEPHONE (517) 699-3866 FACSIMILE (517) 699-3878 www.delhidda.com

November 20, 2018

To: BRA Board Members

From: C. Howard Haas, Executive Director

1 hour

Re: Reimburse Costs of Improvement for MSU Federal Credit Union

At our last Brownfield meeting, Brownfield Plan #8 was adopted for Michigan State University Federal Credit Union. For past Brownfield Plans, the Downtown Development Authority and the Brownfield Redevelopment Authority have entered into agreements to reimburse the costs of the improvements. To that end, I have asked Township Attorney Chuck Barbieri to prepare the following Agreement. Earlier this evening, the DDA approved this agreement.

Recommended Motion: I move to approve the Delhi Charter Township Downtown Development Authority and Delhi Charter Township Brownfield Redevelopment Authority Agreement to Improve Land and Reimburse Costs of Improvement for MSU Federal Credit Union.

## DELHI CHARTER TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY AND DELHI CHARTER TOWNSHIP BROWNFIELD REDEVELOPMENT AUTHORITY AGREEMENT TO IMPROVE LAND AND REIMBURSE COSTS OF IMPROVEMENT OF 2313 CEDAR

This Agreement to Improve Land and Reimburse Costs of Improvement of 2313 Cedar in Delhi Township is entered into this 27<sup>th</sup> day of November, 2018, between the Delhi Charter Township Downtown Development Authority ("DDA") and the Delhi Charter Township Brownfield Redevelopment Authority ("Brownfield Authority").

#### **RECITALS**

WHEREAS, certain land at 2313 Cedar in Delhi Township ("Subject Property") has been in need of improvement, and in particular additional investigation and/or response to environmental contamination at the Subject Property, including additional environmental response and due care activities, as provided for by 1996 PA 381, as amended;

WHEREAS, Delhi Township's Board of Trustees on November 20, 2018, approved Brownfield Plan No. 8 for the redevelopment of 2313 Cedar by Michigan State University Federal Credit Union ("MSUFCU"); and

WHEREAS, the DDA and Brownfield Authority have previously entered into other agreements to improve other property in the Township and to reimburse the Brownfield Authority for its costs in respect thereto; and

#### **AGREEMENTS**

NOW, THEREFORE, the parties agree as follows:

1. Pursuant to MCL 125.1657, the DDA hereby contracts with the Brownfield Authority to improve the Subject Property by undertaking, contracting for or authorizing the necessary work to respond to the environmental contamination thereon, as provided for by the Michigan Brownfield Redevelopment Financing Act, ("Brownfield Act") 1996 PA 381, as amended.

2. In consideration for the Brownfield Authority undertaking, contracting for or authorizing such improvement of the Subject Property, the DDA agrees to annually pay the Brownfield Authority all tax incremental revenues that the DDA receives (except for those amounts if any that are provided to certain local taxing jurisdictions pursuant to separate agreements with the DDA) from the Subject Property, as long as those tax incremental revenues are authorized for recapture by the Brownfield Act 1996 PA 381, as amended, and as long as they are consistent with Brownfield Plan No. 8 and any future amendment, applicable to the Subject Property. The DDA shall make such annual payments to the Brownfield Authority within thirty (30) days after receiving such tax incremental revenues attributable to the Subject Property.

3. For five years after tax incremental revenues are needed and paid to reimburse the designated Petitioner for expenses of eligible activities as called for in Brownfield Plan No. 8 and any future amendment to that Plan, the annual payments that the DDA shall make to the Brownfield Authority may be deposited by the Brownfield Authority in its Local Brownfield Revolving Fund for uses and activities permitted by the Brownfield Act 1996 PA 381, as amended, except the Brownfield Authority retains the discretion to forego or waive some, all or any portion of the payments, in which case the DDA shall retain such tax incremental revenues.

4. After the five year period provided in paragraph 3, except as otherwise waived, the DDA shall be entitled to retain any and all tax incremental revenues that it receives

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with respect to the Subject Property, and shall have no further obligation to provide any part of those tax incremental revenues to the Brownfield Authority.

5. This Agreement does not affect those tax incremental revenues that the

Brownfield Authority can receive which are not subject to capture by the DDA.

WHEREFORE, the respective parties have approved and executed this

Agreement with the consent or approval of the respective boards as of the date first listed above.

# DELHI CHARTER TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY

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David Leighton Its: Chair

By: \_\_\_\_

Nanette Miller Its: Secretary

#### DELHI CHARTER TOWNSHIP BROWNFIELD REDEVELOPMENT AUTHORITY

By: \_\_\_\_

David Leighton Its: Chair

By: \_\_\_

Nanette Miller Its: Secretary



#### DELHI CHARTER TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY 4410 HOLT ROAD, HOLT, MI 48842 TELEPHONE (517) 699-3866 FACSIMILE (517) 699-3878 www.delhidda.com

November 20, 2018

To: BRA Board Members

From: C. Howard Haas, Executive Director

1 hour

Re: Brownfield Reimbursement Agreement for MSU Federal Credit Union

At our October 30, 2018 Brownfield meeting, Brownfield Plan #8 was adopted for Michigan State University Federal Credit Union. The Delhi Township Board of Trustees adopted the Plan at their November 20, 2018 meeting. Earlier this evening, the Brownfield Redevelopment Authority approved an agreement with the DDA to reimburse cost of the improvements for MSU Federal Credit Union. One final instrument is needed to effectuate the reimbursement to the developer for approved eligible site improvement activities. Township Attorney Chuck Barbieri has prepared a Reimbursement Agreement between Michigan State University Federal Credit Union and the Brownfield Redevelopment Authority. This agreement provides the mechanism for the transfer of tax increment funds collected pursuant to the Brownfield Redevelopment Plan to the developer as the reimbursement for eligible site remediation expenses incurred in connection with the MSU Federal Credit Union project.

Recommended Motion: I move to approve the Brownfield Reimbursement Agreement for Brownfield Plan No. 8 (2313 Cedar) between Michigan State University Federal Credit Union and the Delhi Township Brownfield Redevelopment Authority.

## BROWNFIELD REIMBURSEMENT AGREEMENT FOR BROWNFIELD PLAN NO. 8 (2313 CEDAR)

THIS BROWNFIELD REIMBURSEMENT AGREEMENT FOR BROWNFIELD PLAN NO. 8 (2313 CEDAR) ("Agreement") is made \_\_\_\_\_\_\_, 2018, between Michigan State University Federal Credit Union, which is a Michigan federally chartered credit union, with its office having an address of 3777 West Road, East Lansing, MI 48823 (the "Petitioner"), and the Delhi Township Brownfield Redevelopment Authority ("DTBRA"), established by the Charter Township of Delhi pursuant to Michigan Public Act 381 of 1996, as amended ("Brownfield Redevelopment Financing Act"), with its office having an address of 4410 Holt Road, Holt, Michigan 48842.

# INTRODUCTORY STATEMENT

The primary purpose of the DTBRA is to encourage the redevelopment of contaminated property within Delhi Township by providing financial and tax incentives.

Petitioner is developing certain property at 2313 Cedar in Holt, Michigan, as described more fully in Exhibit 1 ("Site").

Environmental information indicates that the Site is a "Facility" as that term is defined in Section 20101(1)(s) of Part 201 of the Natural Resources & Environmental Protection Act ("NREPA"), Act No. 451 of the Public Acts of 1994, as amended, or "Property" as that term is defined in Section 21303(d) of Part 213 of NREPA, as amended; and the Site is an Eligible Property under Section 2(p) of the Brownfield Redevelopment Financing Act, as amended.

Petitioner currently plans to invest over \$5.5 million to develop the Site and perform over \$330,000 of certain eligible activities.

Brownfield Plan No. 8 ("Plan"), as proposed by Petitioner for the Eligible Property, was approved by the Delhi Township Board of Trustees on November 20, 2018 (Copies of the Board resolution and Plan are attached as Exhibits 2 and 3).

The parties desire to enter into this Agreement to specify the terms and conditions associated with the reimbursement of costs associated with the Eligible Activities.

## AGREEMENTS

NOW, THEREFORE, the parties agree with each other as follows:

## 1. Definitions

"Brownfield Redevelopment Financing Act" means Act No. 381 of the Public Acts of 1996, as amended, MCLA 125.2651 et seq.

**"Brownfield Plans or Plans"** is defined by Section 2(e) of the Brownfield Redevelopment Authority Act;

"Department Specific Activities" is defined by Section 2(I) of the Brownfield Redevelopment Authority Act;

**"Due Care Activities"** is defined by Section 2(m) of the Brownfield Redevelopment Financing Act;

**"Eligible Activities"** is defined by Section 2(o) of the Brownfield Redevelopment Financing Act;

**"Eligible Property or Properties"** is described by Section 2(p) of the Brownfield Redevelopment Financing Act;

**"Tax Increment Revenues"** is defined by Section 2(ss) of the Brownfield Redevelopment Financing Act;

## 2. <u>The Plan</u>

The Plan was recommended by the DTBRA on October 30, 2018 (as attested by resolution dated October 31, 2018), and approved by the Board of Trustees of the Charter Township of Delhi on November 20, 2018 ("Plan"). To the extent provisions of the Plan and any subsequent amendment conflict with this Agreement or any amendment thereto, the terms and conditions of this Agreement control. To the extent provisions of the Plan, and any amendment to the Plan, or this Agreement or any amendment thereto conflicts with the Brownfield Redevelopment Financing Act ("Act"), the Act controls.

## 3. <u>Tax Capture</u>

Pursuant to the Plan, the DTBRA shall capture Tax Increment Revenues it receives from the Eligible Properties as paid by the Petitioner for the time that capture is required for the purpose of (a) paying costs of Eligible Activities to Petitioner and DTBRA, which previously has incurred costs for Eligible Activities, and, for a period of five years after such capture is complete or to the maximum extent allowed under the Brownfield Redevelopment Financing Act, (b) depositing amounts in the DTBRA Local Brownfield Revolving Fund.

## 4. Eligible Activities

Petitioner commits to diligently pursue to complete Eligible Activities set forth in the DTBRA Plan. No activities completed five (5) years beyond the date of this Agreement shall be considered Eligible Activities. This deadline may be extended at the reasonable discretion of the DTBRA. Such extension to be effective shall be in writing.

## 5. <u>Reimbursement Source</u>

Except as set forth in Paragraphs 6 through 9 below:

Petitioner shall be reimbursed its costs for Eligible Activities together with interest if any from the remainder of Tax Increment Revenues collected from taxes on the portion of the Eligible Property representing property improvements after payment of DTBRA's reasonable and necessary administrative expenses and operating costs have been deducted or other required expenses in accordance with the Plan. Notwithstanding anything to the contrary in the Plan or this Paragraph, Petitioner recognizes that the DTBRA may only pay such Tax Increment Revenues to the Petitioner (after the aforementioned reduction) for expenses of Eligible Activities as the DTBRA receives as a result of payment of taxes by Petitioners. Interest if any in this paragraph shall not exceed five (5) percent annually. Once reimbursement begins as provided in the Agreement, Petitioner shall provide a statement by March 1 each year of any amounts allocated to principal and interest, if any, which reporting shall continue until any owed amounts for principal and interest, if any, are fully satisfied.

# 6. <u>Excess Captured Taxes</u>

Tax Increment Revenues captured from the Eligible Properties in excess of the amount authorized for reimbursement under Paragraphs 2, 3 and 5 above shall be deposited in the DTBRA Local Brownfield Revolving Fund to be used by the DTBRA for purposes authorized under Section 8 and other applicable sections of the Brownfield Redevelopment Financing Act.

## 7. <u>Transfer of Real Property</u>

In the event that Petitioner transfers ownership of all or part of the Eligible Property prior to being reimbursed in full for approved costs of Eligible Activities, the Plan may be amended as it relates to reimbursement of incomplete activities or other Eligible Activities that have not been approved for reimbursement as provided in Paragraph 8, on the parcel or parcels of real property that have been transferred. Such amendments will not be unreasonably withheld by the DTBRA. Amendments to the Plan shall be subject to the limitations and procedures governing amendments to Plans set forth in the Brownfield Redevelopment Financing Act, as amended. This Agreement shall be modified to reflect any such amendments to the Plan.

## 8. <u>Reimbursement Process</u>

(a) Quarterly or on such other schedule agreed to by the parties, Petitioner may submit to the DTBRA a request for Cost Reimbursement for Eligible Activities paid by that Petitioner during prior or previous periods. The request for reimbursement shall be in the form attached hereto as Exhibit 4 ("Petition"). The Petition shall identify whether the Eligible Activities are: (1) Department Specific Activities; (2) Preparation of Brownfield Plan; (3) Demolition; (4) Asbestos, Lead or Mold Abatement; or (6) other Approved Eligible Activities. The Petition shall describe each individual activity claimed as an

Eligible Activity and the associated costs of each individual activity. Documentation of the costs incurred shall be included with the Petition, including proof of payment and detailed invoices for the costs incurred sufficient to determine whether the cost incurred were for Eligible Activities. The Petition shall be signed by a duly authorized representative of Petitioner and the representations, facts and documentation included therein shall be sworn to as accurate in the presence of a notary.

(b) Petitions shall be reviewed by the DTBRA. Petitioner shall cooperate in the review by the DTBRA by providing information and documentation to supplement the Petition as deemed reasonable and necessary by the DTBRA. The DTBRA shall identify in writing to Petitioner any costs deemed ineligible for reimbursement and the basis for the determination. Petitioner shall be given 45 days in which to provide supplemental information or documents in support of a request for cost reimbursement deemed ineligible by the DTBRA. Thereafter, except as otherwise agreed to in writing by Petitioner and DTBRA, the DTBRA shall make a final decision on the eligibility of the disputed cost and inform the Petitioner in writing of its determination, which decision shall be binding upon Petitioner.

(c) After the taxes are captured and collected, the DTBRA shall pay approved costs for Eligible Activities to the Petitioner from the taxes earmarked in accordance with the Plan and Paragraph 5 herein to the extent that taxes have been captured and are available in that fiscal year (less reasonable and necessary DTBRA operating expenses and fees) to reimburse approved costs of Eligible Activities.

(d) In the event there are no funds available from taxes captured from the sources identified in Paragraph 5 herein for Petitioner, then there is no repayment obligation on behalf of DTBRA and no repayment shall be made.

(e) Reimbursement of Costs of Eligible Activities shall be effectuated:

For Petitioner as follows:

Attention:

MSUFCU 3777 West Road East Lansing, MI 48823

## 9. <u>Legislative Authorization</u>

This Agreement is governed by and subject to the restrictions set forth in the Brownfield Redevelopment Financing Act, as amended. In the event that there is legislation enacted in the future which restricts or adversely affects the amount of Tax Increment Revenues capturable, Eligible Properties, or Eligible Activities, then the Petitioner's rights and the DTBRA's obligations under this Agreement shall be eliminated or modified accordingly.

# 10. Freedom of Information Act

Petitioner stipulates that all Petitions and other documentation submitted by it shall be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.231 et seq. of the Michigan Compiled Laws and no claim of trade secrets or other privilege or exception to the Freedom of Information Act will be claimed by the Petitioners as it relates to this Agreement, Petitions for Reimbursement and supporting documentation.

# 11. Plan Modification

The Plan may be modified to the extent allowed under the Brownfield Redevelopment Financing Act, as amended, by mutual agreement of the Parties affected by the modification.

# 12. Notices

All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown below their respective signatures to this agreement. Either party may change the address by written notice sent by registered or certified mail to the other party.

## 13. Assignment

Except as provided in this Section, the interest of Petitioner under this Agreement shall not be assignable without the DTBRA's prior written consent. Any other requested consent by any other party or entity will not be unreasonably withheld by DTBRA. Any assignee recognized pursuant to this provision will assume only these rights and obligations under this Agreement.

## 14. Indemnification

If any payment, assignment, or other action allowed by this Agreement is alleged or deemed illegal or impermissible by a competent agency of the State of Michigan or court of law, then Petitioner and any assignees will defend, indemnify and hold harmless DTBRA from any claim, demand or suit for damages, costs, penalties, losses or other relief arising from that circumstance. If any Petitioner is insolvent or is otherwise unable to fully defend, indemnify or hold harmless DTBRA as provided in this Agreement, then that Petitioner agrees to reimburse the DTBRA any sums that were found to be illegally or improperly received if the circumstance is deemed illegal or impermissible.

# 15. Adjustments

The parties acknowledge that adjustments regarding the amount of tax increment revenues paid to the Petitioner may occur under any of the following circumstances:

Audit or Court Ruling: In the event that a state agency of competent а. jurisdiction conducting an audit of payments made to the Petitioner under this Agreement or a court of competent jurisdiction determines that any portion of the payments made to the Petitioner under this Agreement is unlawful, the Petitioner shall pay back to the Authority that portion of the payments made to the Petitioner within 30 days of the determination made by a state agency or the court as the case may be. However, the Petitioner shall have the right, before any such repayment is made, to appeal on its or the Authority's behalf, any such determination made by a state agency or court as the case may be. If the Petitioner is unsuccessful in such an appeal, the Petitioner shall repay the portion of payments found to be unlawful to the Authority within thirty (30) days of the date when the final determination is made on the appeal. The Petitioner shall be responsible for payment of all the DTBRA's legal fees associated with any determination of whether a cost for which reimbursement is requested constitutes an "Eligible Cost" and all of the County's and DTBRA's legal fees associated with the review of determination of such issues by any state agency or court.

**b. Property Tax Appeal**: In the event the Petitioner, or any other owner of real estate on the Site, files an appeal with the Michigan Tax Tribunal, related to the taxable value of parcels or property included in the Brownfield Plan, the DTBRA shall do the following:

- i. The DTBRA will remit Tax Increment Financing Reimbursement payments based upon the lowest taxable value being sought pursuant to the appeal;
- ii. Any Tax Increment Revenue that is collected but not remitted as a result of a tax appeal shall be held in a separate account of the Authority until the pending appeal is adjudicated;
- iii. Once any tax appeals are adjudicated, the DTBRA will either return the escrowed funds to the local unit in compliance with any tax appeal ruling, or will make payments pursuant to Paragraph 8 of this Agreement.

# c. Reduction of Property Assessments: If the Authority

- i. incurs Costs on behalf of the Petitioner with respect to the Project, Site or Application and
- ii. the Petitioner initiates, participates in or supports any proceeding or process which results in a reduction of the tax increment capture for the Project from that projected and along the same term as contained within the Plan, the Petitioner indemnifies and will fully reimburse the DTBRA within 30 days of notification from the DTBRA as to the amount and the due date for all Costs as defined within the Plan, expenses or reduction in revenue from what was projected as the tax increment capture.

# 16. Events of Default

Each of the following shall constitute an event of default:

**a.** Any representation or warranty made by the Petitioner in this Agreement proves to have been incorrect or incomplete in any material respect when made or deemed to be made.

**b.** The Petitioner fails to observe or perform any covenant or agreement contained in this Agreement for 30 days after written notice thereof shall have been given to the Petitioner by the DTBRA.

**c.** The Petitioner abandons or withdraws from the reuse and redevelopment of the Site or indicates its intention to do so.

**d.** The Petitioner fails to pay any funds within 30 days of the date due which are required to be paid to the DTBRA pursuant to this Agreement, including but not limited to its real and personal property taxes as set forth in Paragraph 8 hereof.

**e.** The Petitioner terminates its existence.

**f.** Any material provision of this Agreement shall cease to be valid and binding on the Petitioner or shall be declared null and void; the validity or enforceability of such provision shall be contested or denied by the Petitioner; or the Petitioner denies that it is bound by this Agreement.

## 17. <u>Default Remedies</u>

If any event or default as defined above shall occur and be continuing for 30 days after written notice of default from the DTBRA, the DTBRA shall have the right, but not the obligation, to terminate this Agreement effective immediately and the Developer shall be responsible for all costs which the DTBRA has incurred in connection with the Site and this Agreement, and shall be responsible for all Eligible Costs, without contribution from Tax Increment Revenues collected by the DTBRA from taxes levied on the Site.

## 18. Entire Agreement

This Agreement supersedes all agreements previously made among the parties relating to the subject matter. There are no other understandings or agreements between them.

## 19. <u>Non-Waiver</u>

No delay or failure by either party to exercise any right under this agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

#### 20. <u>Headings</u>

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

#### 21. <u>Governing Law</u>

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

#### 22. <u>Counterparts</u>

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute on and the same instrument.

## 23. Binding Effect

Subject to Paragraph 13 above, the provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns.

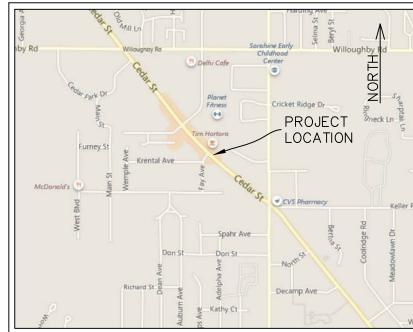
In witness whereof the parties have executed this Agreement in triplicate original in Lansing, Michigan on the day and date first herein above written.

	Delhi Township Brownfield Redevelopment Authority
	Name:
Witness	By: <u>C. Howard Haas</u>
winess	Title: Executive Director
Witness	4410 Holt Road Holt, MI 48842
	Michigan State University Federal Credit Union
Witness	Name: By: Title:
Witness	3777 West Road East Lansing, MI 48823

# EXHIBIT 1

# LEGAL DESCRIPTION

VICINITY MAP (	(NO SCALE)
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SCHEDULE A - LEGAL DESCRIPTION:

AS STATED IN THE COMMITMENT FOR TITLE INSURANCE, TRANSNATION TITLE AGENCY OF MICHIGAN CENTRAL DIVISION LLC, FILE NO. 254712LANS REVISION NO. 0 (EFFECTIVE DATE SEPTEMBER 5, 2018): PARCEL 1:

COMMENCING AT A POINT 35 RODS 64.5 FEET WEST OF THE EAST 1/4 POST OF SECTION 15, TOWN 3 NORTH, RANGE 2 WEST, DELHI TOWNSHIP, INGHAM COUNTY, MICHIGAN, THEN 255 FEET NORTH FOR THE POINT OF BEGINNING, THENCE NORTH 291.9 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY 127, THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY NORTH 51 DEGREES 56 MINUTES 00 SECONDS WEST 175.4 FEET, THENCE SOUTH 00 DEGREES 14 MINUTES 00 SECONDS WEST 398.6 FEET, THENCE EAST 140 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

COMMENCING AT A POINT 35 RODS 64.5 FEET WEST OF THE EAST 1/4 POST OF SECTION 15, TOWN 3 NORTH, RANGE 2 WEST, DELHI TOWNSHIP, INGHAM COUNTY, MICHIGAN, AND 331.8 FEET NORTH FOR A POINT OF BEGINNING, THENCE NORTH 28 DEGREES 53 MINUTES 00 SECONDS EAST 169.8 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 127, THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY NORTH 51 DEGREES 03 MINUTES 00 SECONDS WEST 105.5 FEET, THENCE SOUTH 215.1 FEET TO THE POINT OF BEGINNING.

**OPTIONAL TABLE A ITEMS:** 

- OPTIONAL TABLE A ITEM 1: MONUMENTS AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SUBJECT PROPERTY HAVE BEEN SET OR FOUND AND ARE SHOWN HEREON.
- OPTIONAL TABLE A ITEM 2: ADDRESSES OBSERVED WHILE CONDUCTING THE FIELD SURVEY ARE SHOWN HEREON.
- OPTIONAL TABLE A ITEM 3: THE PARCELS ARE MAPPED ON FEMA SPECIAL FLOOD MAP IN ZONE "X" AREA OF MINIMAL FLOOD HAZARD (500-YEAR FLOOD REOCCURRENCE) PANEL 23065C0144D EFFECTIVE 08/16/2011.
- OPTIONAL TABLE A ITEM 4: THE GROSS LAND AREA OF THE SUBJECT PARCELS) IS 1.3 ACRES.
- OPTIONAL TABLE A ITEM 5: VERTICAL RELIEF OF THE SUBJECT PARCEL(S) IS SHOWN HEREON AT 1 FOOT CONTOUR INTERVALS AND IS BASED ON THE VERTICAL DATUM OF NAVD88.
- OPTIONAL TABLE A ITEM 6(a): NO ZONING/PARCEL REPORT WAS PROVIDED TO THIS OFFICE. • ZONING CLASSIFICATION, REQUIREMENTS, AND RESTRICTIONS OF THE SUBJECT PARCEL PER ZONING REGULATIONS ON DELHI TOWNSHIP WEBSITE DATED APRIL 25, 2017: ZONING CLASSIFICATION: C-2 FRONT YARD SETBACK: 40 FEET IF PARKING IS LOCATED IN FRONT

	TARD.
	20 FEET IF NO PARKING IN FRONT
SIDE YARD SETBACK:	25 FEET IF PARCEL ABUTS RESIDENTIAL OR C-1
	40 FEET IF ON A CORNER ON STREET SIDE
REAR YARD SETBACK:	25 FEET
MAXIMUM BUILDING HEIGHT:	35 FEET

OPTIONAL TABLE A ITEM 6(b): NO ZONING/PARCEL REPORT WAS PROVIDED TO THIS OFFICE. SETBACKS SHOWN ON DRAWING ARE PER THE ZONING STATED IN OPTIONAL TABLE A ITEM 6(a).

- OPTIONAL TABLE A ITEM 7(a): THERE ARE NO STRUCTURES ON THE SUBJECT PARCEL
- OPTIONAL TABLE A ITEM 8: SUBSTANTIAL FEATURES OBSERVED DURING THE COURSE OF THE FIELD SURVEY ARE SHOWN HEREON.
- OPTIONAL TABLE A ITEM 9: NO CLEARLY IDENTIFIABLE PARKING SPACES WERE OBSERVED DURING THE COURSE OF THE FIELD SURVEY.
- OPTIONAL TABLE A ITEM 10(a): NO DIVISION OR PARTY WALLS WERE OBSERVED DURING THE COURSE OF THE FIELD SURVEY. (NO STRUCTURE ON SITE)
- OPTIONAL TABLE A ITEM 11: LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE MAPPED BASED ON THE METHODS OUTLINE BY ALTA/NSPS OPTIONAL TABLE A ITEM 11. PLAN SOURCE INFORMATION AS FOLLOWS: AT&T - PROVIDED MAP SHOWING BURIED CABLE IN VICINITY, NO

DIMENSIONS OR SCALE TO ACCURATELY MAP. LBWL - SHOWS WATER MAIN AS LOCATED IN FIELD SURVEY. COMCAST - SHOWS FIBER OPTIC AS LOCATED IN FIELD SURVEY. DELHI TOWNSHIP - SANITARY MAP - COULD NOT BE DEFINITE OF LOCATION, PIPE SIZE AGREES WITH FIELD SURVEY. CONSUMERS ENERGY - GAS LINE LOCATION ON MAP

- OPTIONAL TABLE A ITEM 12: DOES NOT PERTAIN TO THIS SITE.
- OPTIONAL TABLE A ITEM 13: NAMES OF ADJOINING OWNERS ACCORDING TO CURRENT TAX RECORDS PER INGHAM COUNTY EQUALIZATION (OBTAINED OCTOBER 4, 2018).
- OPTIONAL TABLE A ITEM 14: THE DISTANCE TO THE INTERSECTION OF AURELIUS ROAD AND CEDAR STREET IS 730 FEET.
- OPTIONAL TABLE A ITEM 16: NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD SURVEY.
- OPTIONAL TABLE A ITEM 17: THERE ARE CURRENTLY NO PROPOSED CHANGES AND NO INFORMATION MADE AVAILABLE TO THIS OFFICE REGARDING THE ROAD RIGHT-OF-WAY LINES FOR N. CEDAR STREET PER CONVERSATION WITH INGHAM COUNTY ROAD COMMISSION ON OCTOBER 5, 2018. NO EVIDENCE OF RECENT ROAD OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD SURVEY.
- OPTIONAL TABLE A ITEM 18: NO WETLAND FLAG MARKERS WERE OBSERVED ON THE SUBJECT PARCEL(S) IN THE PROCESS OF CONDUCTING THE FIELD SURVEY.
- OPTIONAL TABLE A ITEM 19: PLOTTABLE OFFSITE APPURTENANT EASEMENT OR SERVITUDE (DISCLOSED IN

CENTER OF SECTION 15, T3N, R2W	EX. 8" SANITARY EX. 18" STORM SAN MH 562 SAN MH 563 EX. 36" STORM WO SAN MH 563 EX. 36" STORM SAN MH 563 EX. 36" STORM SAN MH 561 EX. 72" STORM TOI	9 <u>EX. 12" STORM</u> <u>EX. 8" SANITARY</u> <u>EX. 12" STORM</u> <u>EX. 12" STORM</u> <u>EX. 12" STORM</u>
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SCHEDULE B - SECTION II EXCEPTIONS:

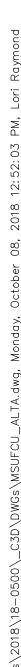
**CERTIFICATION:** 

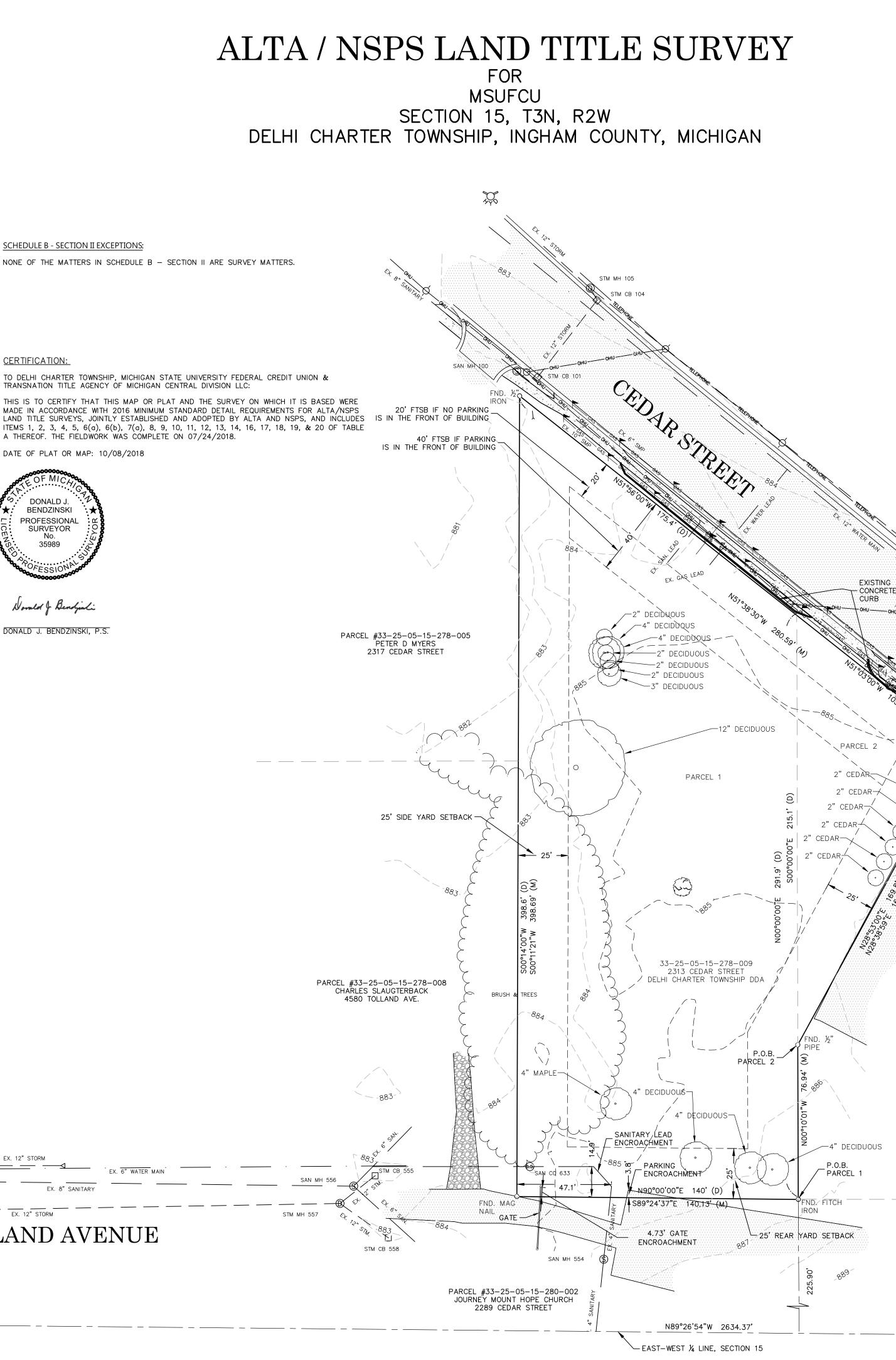
A THEREOF. THE FIELDWORK WAS COMPLETE ON 07/24/2018.

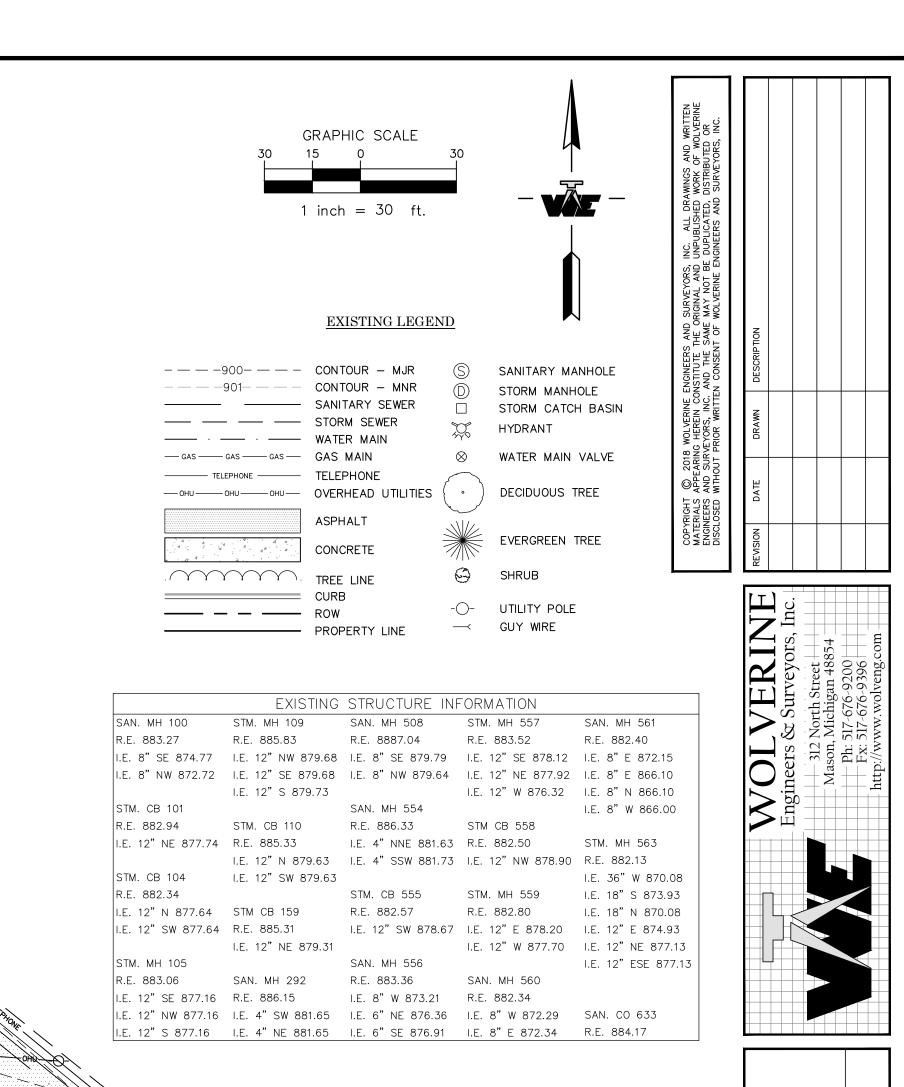
DATE OF PLAT OR MAP: 10/08/2018

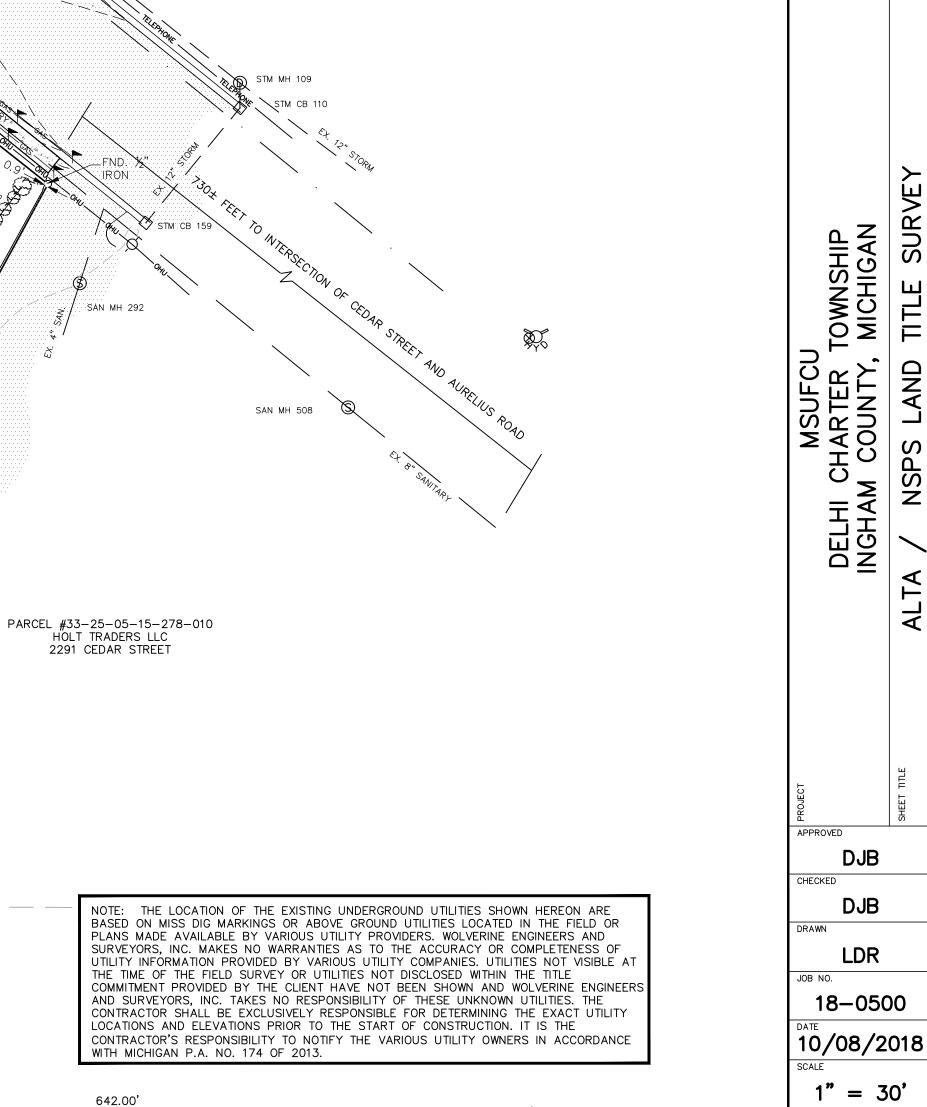


Donald & Bendjul DONALD J. BENDZINSKI, P.S









\_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_

EAST ¼ CORNER, SECTION 15, T3N, R2W

HEET NO

ALTA

# EXHIBIT 2 BOARD RESOLUTION

#### CHARTER TOWNSHIP OF DELHI RESOLUTION NO. 2018 -030

A resolution to adopt Brownfield Plan #8 for the Charter Township of Delhi, pursuant to and in accordance with the provisions of Act 381 of the Public Acts of the State of Michigan of 1996, as amended ("Act").

At a regular meeting of the Board of Trustees ("Board") of the Charter Township of Delhi, County of Ingham, Michigan, held in the Community Services Center, 2074 North Aurelius, Holt, Michigan 48842 on the 20th day of November, 2018, at 7:00 p.m.

PRESENT: Supervisor John Hayhoe, Clerk Evan Hope, Treasurer Roy Sweet, Trustee Pat Brown, Stuart Goodrich, Tom Lenard, DiAnne Warfield

#### ABSENT: None

The following resolution was offered by Trustee Warfield and supported by Trustee Goodrich:

WHEREAS, the Township's Brownfield Redevelopment Authority ("Authority") now recommends approval of Brownfield Plan #8 for the development of property located at 2313 Cedar in Delhi Township, in order to allow recapture of certain incremental taxes from Eligible Property at 2313 Cedar in Delhi Township, based on estimated environmental expenditures and estimates of captured taxable values and tax incremental revenues in that Brownfield Plan by the Charter Township of Delhi Board, pursuant to and in accordance with Sections 13 and 13b of the Act; and

**WHEREAS**, the Charter Township of Delhi and the Authority have provided notice and information to all taxing jurisdictions which are affected by Brownfield Plan #8, 10 days before the meeting of the Township Board at which this resolution has been considered; and

**WHEREAS**, the Authority before the meeting of the Township Board at which this resolution is being considered has fully informed all taxing jurisdictions which are affected by the plan (the "taxing jurisdictions") about the fiscal and economic implications of the proposed financing plan, and the Board has previously provided taxing jurisdictions reasonable opportunity to express their views and recommendations regarding the financing plan in accordance with Sections 14(1) - (5) of the Act; and

WHEREAS, public hearing has been held on Brownfield Plan #8; and

WHEREAS, the Board has made the following determinations and findings:

- A. The Plan constitutes a public purpose under the Act;
- B. The Plan meets all the requirements for a brownfield plan set forth in Sections 13 and 13b of the Act.
- C. The proposed method of financing the cost of the eligible activities as described in the Plan is feasible, and the Authority has the ability to arrange the financing:
- D. The cost of the eligible activities proposed in the Plan is reasonable and necessary to carry out the purposes of the Act; and
- E. The amount of the captured taxable value that may result from the adoption of the Plan is reasonable; and

**WHEREAS**, as a result of its review of the Plan, upon consideration of any views and recommendations of the taxing jurisdictions, the Board desires to proceed with the approval of Brownfield Plan #8.

**NOW, THEREFORE**, be it resolved that:

- 1. <u>Plan Approved</u>. Pursuant to the authority vested in the Board be the Act and pursuant to and in accordance with the provisions of Section 14 of the Act, Brownfield Plan #8 as attached is hereby approved.
- 2. <u>Severability</u>. Should any section, clause or phrase of this resolution be declared by the Courts to be invalid, the same shall not affect the validity of this resolution as a whole or any part thereof other than the part so declared to be invalid.
- 3. <u>Repeals</u>. All resolutions or parts of resolution conflict with any of the provisions of this resolution are hereby repealed.

ADOPTED: November 20, 2018

YEAS: Warfield, Brown, Goodrich, Hayhoe, Hope, Lenard, Sweet

NAYS: None

ABSENT: None

The foregoing Resolution declared and adopted on the day written above.

Dated: November 20, 2018

Cime O. Finch Deputy, Clerk Evan Hope, Delhi Twp. Clerk

STATE OF MICHIGAN ) ) ss. COUNTY OF INGHAM )

I, the undersigned, the duly qualified clerk of the Charter Township of Delhi, County of Ingham, State of Michigan, do hereby certify the foregoing is a true and complete copy of a resolution adopted by the Board of Township of Delhi at a regular meeting held on the 20th day of November, 2018.

IN WITNESS WHEREOF, I hereunto set my office signature, this 20<sup>th</sup> day November, 2018.

Dated:November 20, 2018

Evan Hope, Delhi Twp. Clerk

15322:00021:3922536-1

EXHIBIT 3 PLAN

# DELHI CHARTER TOWNSHIP BROWNFIELD REDEVELOPMENT AUTHORITY

# **BROWNFIELD PLAN #8**

MSUFCU 2313 Cedar Street Delhi Charter Township, Holt, Michigan 48842

Prepared By:

Delhi Charter Township Brownfield Redevelopment Authority 4410 Holt Road Holt, Michigan 48842 Contact Person: Howard Haas <u>Howard.Haas@delhitownship.com</u> Phone: 517-699-3866

> Triterra 1375 S. Washington Avenue, Suite 300 Lansing, Michigan 48910 Contact Person: Dave Van Haaren <u>dave.vanhaaren@triterra.us</u> Phone: 517-853-2152

> > October 22, 2018

Approved by the Delhi Township BRA on October 30, 2018 Approved by the Delhi Charter Township Board of Trustees on November 20, 2018

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#### FIGURES

Figure 1: Property Location Map Figure 2: Property Boundary Diagram Figure 3: Soil Boring Map with Analytical Results

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Table 1: Brownfield Eligible ActivitiesTable 2: Tax Increment Revenue Capture EstimatesTable 3: Tax Increment Revenue Reimbursement Allocation TableTable 4: Tax Increment Revenue Reimbursement Entity Allocation Table

#### ATTACHMENTS

Attachment A: ALTA/NSPS Land Title Survey and Legal Description Attachment B: Summary of Known Environmental Conditions

## 1.0 PROJECT SUMMARY

Project Name:	MSUFCU	
Developer:	Michigan State University Federal Credit Union (the "Developer") 3777 West Road East Lansing, Michigan 48823 Erin Bowdell 517-333-2424 Ext. 2207	
Property Location:	2313 Cedar Street, Delhi Charter Township, Holt, Michigan 48842	
Parcel Information:	33-25-05-15-278-009	
Type of Eligible Property:	"Facility"	
Project Description:	A redevelopment of the subject property located along the 2313 Cedar Street in Delhi Township. The project includes the construction of a new single-story, 4,485 square foot credit union branch office. The new branch will include 3 drive thru lanes, 40 parking spots, a patio, detention pond and office space. Brownfield eligible activities proposed by the Developer include environmental assessment, due care planning, dewatering, excavation, transport and disposal of contaminated soils, preparation and implementation of a Brownfield Plan. The Brownfield Plan also includes various Brownfield eligible activities previously conducted by the Delhi Township Brownfield Redevelopment Authority (the "Authority or "BRA"), including environmental assessment, underground storage tank (UST) removal, monitoring well abandonment, asbestos surveys and abatement, and building and site demolition.	
Total Capital Investment:	Total capital investment is estimated at \$5,500,000 of which \$601,249 is currently proposed for Brownfield Reimbursement to the Developer and \$154,320 is proposed for Brownfield Reimbursement to the Delhi Charter Township Brownfield Redevelopment Authority (the "BRA").	

Brownfield Plan #8 MSUFCU 2313 Cedar Street, Holt, Michigan October 22, 2018

\$283,706

\$1,141,949 \$1,897,518

**Grand Total** 

Estimated Job Creation/Retention:	The redevelopment is anticipated to generate at least 10 to 12 new full-time equivalent jobs. In addition, this redevelopment will result in the creation/retention of 20 to 30 temporary construction related jobs.
Duration of Plan:	33 years (starting in 2020). The duration of the Plan includes capture of "Local-Only" Tax Increment Revenue (TIR) for reimbursement to the Developer in years 1 through 24 of the plan, capture of TIR for reimbursement to the BRA in years 24 through 29 and capture of TIR for deposit into the BRA's Brownfield Revolving Fund (LBRF) in years 29 through 33.
Total	
Reimbursable Costs:	\$755,569

Distribution of New Taxes Paid	
Developer Reimbursement	\$601,249
BRA Reimbursement	\$154,320
Sub-Total Reimbursement	\$755,569
State Brownfield Revolving Fund	\$0
BRA Plan Administrative Fees	\$38,368
Local Brownfield Revolving Fund (LBRF)	\$137,797
New (State) Taxes to Taxing Units	\$682,078

Sub-Total LBRF Deposits, Administrative Fees, New Taxes

New Taxes to School Debt

3

#### 2.0 INTRODUCTION AND PURPOSE

The Delhi Charter Township Brownfield Redevelopment Authority (the "Authority" or "BRA"), duly established by resolution of the Delhi Charter Township Board of Trustees (the "Township"), pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, MCLA 125.2651 et. seq., as amended ("Act 381"), is authorized to exercise its powers within Delhi Charter Township, Michigan.

This Plan will allow the BRA to use tax increment financing to reimburse Michigan State University Federal Credit Union ("Developer") and the BRA for the costs of eligible activities required to redevelop the eligible property at 2313 Cedar Street in Delhi Charter Township. The proposed redevelopment will only be economically viable with the support and approval of the brownfield redevelopment incentives described herein.

#### 3.0 ELIGIBLE PROPERTY INFORMATION

This Brownfield Plan is presented to support the Developer in the redevelopment of a single parcel of land, situated along the southwest side of Cedar Street in Holt (Delhi Charter Township), Ingham County, Michigan (the "Property"). The location of the Property is depicted on Figure 1.

Eligible Property				
Address	Tax ID	Basis of Eligibility		
2313 Cedar Street	33-25-05-15-278-009	"Facility"		

The Property is fully defined in the following table and in Attachment A.

The Property is 1.28 acres of vacant land, currently zoned General Business, and is located within the Delhi Charter Township Downtown Development Authority (DDA) district. Former commercial uses of the Property included a gasoline filling and service station and automotive repair operation. The DDA acquired the Property in 2015. The structure on the Property was later demolished. The Property has been undeveloped since that time. The Property is surrounded by active residential and commercial property. Property layout and boundaries are depicted on Figure 2. The legal description of the Property is included in Attachment A.

The Property is considered an "eligible property" as defined by Act 381, Section 2 because: (a) the Property was previously utilized as a commercial property; (b) the parcel is a "facility" as the term is defined by Part 201 of Michigan's Natural Resources and Environmental Protection Act ("NREPA"), P.A. 451 of 1994, as amended. Refer to Attachment B, Summary of Known Environmental Conditions. Figure 3 depicts environmental impact on the Property.

Brownfield Plan #8 MSUFCU 2313 Cedar Street, Holt, Michigan October 22, 2018

### 4.0 PROPOSED REDEVELOPMENT

MSU Federal Credit Union was founded in 1937 to help its member achieve financial success and has remained dedicated to that same purpose for over 80 years. Through dedicated and knowledgeable employees, new technologies, and innovative products and services we provide many ways to help our members achieve their goals and dreams. We support our communities in a variety of ways, including through philanthropic efforts and financial education. We are thankful for our members who make it possible for us to build new branches as we look forward to developing relationships in Holt.

The Project is a complete redevelopment of the subject Property and includes the construction of a new single-story, 4,485 square foot credit union branch office. The new branch will include 3 drive thru lanes, 40 parking spots, a patio, detention pond and office space.

The total anticipated investment into the redevelopment project is estimated at \$5,500,000. The development will result in the complete redevelopment of vacant and contaminated property in traditional commercial corridor in the heart of Delhi Charter Township. This development will dramatically improve the appearance of the highly visible stretch of Cedar Street and an important block of the township. The Project will significantly increase density to the area and provide additional support to existing retail establishments in the township, as well as create jobs.

The improvements to the Property will be permanent and significantly increase the taxable value of the Property. These improvements will also assist in increasing the property values of the neighborhood.

The Project would not be possible without financial support through Brownfield tax increment financing (TIF) and other local incentives outlined in Section 6.12.

This redevelopment is projected to create at least 10 to 12 new, full time equivalent jobs. Additionally, the Project is estimated to create 20 to 30 temporary construction jobs.

## 5.0 BROWNFIELD CONDITIONS

The Property has been developed for gasoline filling and service stations and automotive repair operations since at least the 1950s. The Property was acquired by the Delhi Township DDA in 2015. By 2016 the Property structure had been demolished. The Property is currently an undeveloped, grass lot.

Environmental assessments/investigations (e.g. Phase I ESAs, Phase II ESAs) known to have been performed at the Property date back to 2015. Soil and groundwater contamination is known to exist across portions of the Property.

The Property meets the definition of a "facility", as defined by Section 20101 of PA 451, Part 201, as amended, due to the presence of acrylonitrile in soil, and naphthalene, benzene, xylenes, and 1,2.4-trimethylbenzene in both soil and groundwater at concentrations greater than the Part 201 GCC.

Based on the results of the subsurface investigation, some target parameters were detected in soil and/or groundwater at concentrations above respective laboratory method reporting limits but below Part 201 GRCC. Therefore, a potential exists that these constituents may be present at levels above Part 201 GRCC elsewhere on the Property. The extent of contamination above the GRCC has not been delineated.

A detailed summary of known environmental conditions is included in Attachment B. Maps depicting environmental impact within the boundary of the Property is provided as Figure 3.

### 6.0 BROWNFIELD PLAN

## 6.1 Description of Costs to Be Paid with Tax Increment Revenues and Summary of Eligible Activities

The Developer and the BRA will be reimbursed for the costs of eligible Environmental activities necessary to prepare the Property for redevelopment. The activities that are intended to be carried out at the Property are considered "eligible activities" as defined by Sec 2 of Act 381.

Brownfield eligible activities proposed by the Developer include environmental assessment, due care planning; dewatering; soil management, including: waste characterization, excavation, transport and disposal of contaminated soils, temporary site controls, soil erosion and sedimentation controls; project management, sampling and oversight; and preparation and implementation of the Brownfield Plan. Excavation activities are limited to environmental response ("hot spot" removal) activities. Project management includes verification sampling of the excavation limits after "hot spot" removal. The Plan also includes various Brownfield eligible activities previously conducted by the BRA, including environmental assessment, UST removal, monitoring well abandonment, asbestos surveys and abatement, and building and site demolition.

The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental local revenues generated by the Property redevelopment and captured by the BRA, subject to any limitations and conditions described in this Plan and the terms of a Reimbursement Agreement between the Developer and the Authority (the "Reimbursement Agreement"). This Plan is a "Local-only" Plan and does not include or propose capture of state tax revenues for reimbursement to the Developer or BRA

The total cost of activities eligible for Developer and BRA reimbursement from tax increment revenues is projected to be \$755,569.

The eligible activities are summarized below:

### LOCAL-ONLY ELIGIBLE ACTIVITIES

Environmental Eligible Activities	
Environmental Assessment and Due Care Activities	
Total Environmental Eligible Activities	\$370,017
Non-Environmental Eligible Activities	
Asbestos and Lead Activities	\$13,507
Demolition	\$18,600

Brownfield Plan #8 MSUFCU 2313 Cedar Street, Holt, Michigan October 22, 2018

Total Non-Environmental Eligible Activities	\$32,107
Total Environmental and Non-Environmental Eligible Activities	\$402,124
Contingency (15%) *	\$47,679
Brownfield Plan / Act 381 Work Plan Preparation	\$10,000
Brownfield Plan Implementation	\$11,000
Interest (5%, simple) **	\$284,766
TOTAL DEVELOPER ELIGIBLE ACTIVITIES	\$755,569

\* Contingency calculation excludes BRA eligible activity costs incurred prior to development of this Plan.

\*\* Interest is calculated annually at 5% simple interest on Developer & BRA eligible activities.

A breakdown in eligible activities between the Developer and BRA is provided in Table 1, Brownfield Eligible Activities.

The costs listed above are estimated and may increase or decrease depending on the nature and extent of unknown conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues captured by the BRA shall be governed by the terms of a Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 of 1996, as amended (MCL 125.2652). The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to payment. As long as the total cost limit described in this Plan is not exceeded, line item costs of eligible activities may be adjusted within Environmental eligible activities and Non-Environmental eligible activities after the date this Plan is approved by the Delhi Township Board of Trustees.

# 6.2 Estimate of Captured Taxable Value, Tax Increment Revenues and Impact of Tax Increment Financing on Taxing Jurisdictions

The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental local tax revenues generated by the Property redevelopment and captured by the BRA. It is the intent of this Plan to not include the capture of the School Operating and State Education Tax.

The DDA has the authority to capture tax increment revenues other than the local or intermediate school district taxes within that portion of the Property located in the DDA. However, it is anticipated that an interlocal agreement will be executed between the DDA and the BRA to allow a portion of the incremental revenue to be captured by the BRA and used for the purposes identified in this Plan.

The 2018 taxable value of the Property is \$0 which is the initial taxable value for this Plan.

The projected taxable value is phased over 2 years with an estimated final taxable value of \$750,000 in 2021. The actual taxable value will be determined by the Township Assessor after the development is completed.

It is estimated that the BRA will capture tax increment revenues from 2020 through 2048 to reimburse the cost of the eligible activities and capture for BRA administrative fees. It is also estimated the BRA will capture tax increment revenues from 2048 through 2052 to deposit into the BRA's Local Brownfield Revolving Fund (LBRF).

The total impact of incremental tax capture on taxing jurisdictions is estimated at \$1,897,518.

Distribution of New Taxes Paid	
Developer Reimbursement	\$601,249
BRA Reimbursement	\$154,320
Sub-Total Reimbursement	\$755,569
State Brownfield Revolving Fund	\$0
BRA Plan Administrative Fees	\$38,368
Local Brownfield Revolving Fund (LBRF)	\$137,797
New (State) Taxes to Taxing Units	\$682,078
New Taxes to School Debt	\$283,706
Sub-Total LBRF Deposits, Administrative Fees, New Taxes	\$1,141,949
Grand Total	\$1,897,518

Impact to specific taxing jurisdictions is presented in Table 2, Tax Increment Revenue Capture Estimates, and a schedule of tax increment revenue is presented in Table 3, Tax Increment Revenue Allocation Table.

The captured incremental taxable value and associated tax increment revenue will be based on the actual increased taxable value from all real and personal taxable improvements on the Property as determined by the Township Assessor and the actual millage rates levied by the various taxing jurisdictions during each year of the plan. The actual tax increment captured will be based on taxable value set through the property assessment process by the local unit of government and the millage rates set each year by the taxing jurisdictions.

## 6.3 Method of Financing Plan Costs and Description of Advances by the Municipality

The Developer is ultimately responsible for financing the costs of its specific eligible activities included in this Plan. Neither the BRA nor the township will advance any funds to finance the Developer eligible activities described in this Plan (although the Developer acknowledges that the BRA incurred certain Environmental activity costs historically which will be reimbursed later under the Plan as set forth in Section 6.11 below). All Plan financing commitments and activities and cost reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement. The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan is intended to authorize the BRA to fund such reimbursements and provide the BRA and DDA with relevant information necessary to form and execute an interlocal agreement to fund such reimbursements. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan, will be provided solely under the Reimbursement Agreement contemplated by this Plan.

Reimbursements under the Reimbursement Agreement shall not exceed the cost of eligible activities and reimbursement limits described in this Plan.

## 6.4. Maximum Amount of Note or Bonded Indebtedness

Eligible activities are to be financed by the Developer. The BRA and/or the township will not incur any note or bonded indebtedness to finance Brownfield eligible activities outlined in this Plan.

## 6.5 Duration of Brownfield Plan

The duration of this Plan is projected to be 33 years total tax capture after the first year of tax capture anticipated as 2020. The duration of the Plan includes 28 years of Tax Increment Revenue (TIR) capture for reimbursement to the Developer and BRA, and 5 years of TIR capture for deposit into the BRA's LBRF.

In no event shall the duration of the Plan exceed 35 years following the date of the resolution approving the Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsections (4) and (5) of Section 13 of Act 381 or 30 years, except as authorized by those subsections or other provisions of Act 381. Further, in no event shall the beginning date of the capture of tax increment revenues be later than five years after the date of the resolution approving the Plan.

## 6.6 Legal Description, Property Map, Property Characteristics and Personal Property

An ALTA/NSPS Land Title Survey and legal description of the Property is provided in Attachment A. The general Property location and boundaries are shown on Figures 2 and 3.

The subject Property includes all tangible personal property that now or in the future comes to be owned or installed on the Property by the Developer or occupants.

## 6.7 Estimates of Residents and Displacement of Families

No occupied residences are involved in the redevelopment, no persons reside at the Property, and no families or individuals will be displaced as a result of this development.

## 6.8 Plan for Relocation of Displaced Persons

No persons will be displaced as a result of this development. Therefore, a Plan for relocation of displaced persons is not applicable and is not needed for this Plan.

## 6.9 **Provisions for Relocation Costs**

No persons will be displaced as result of this development, and no relocation costs will be incurred. Therefore, provision for relocation costs is not applicable and is not needed for this Plan.

## 6.10 Strategy for Compliance with Michigan's Relocation Assistance Law

No persons will be displaced as result of this development. Therefore, no relocation assistance strategy is needed for this Plan.

## 6.11 Description of the Proposed Use of Local Brownfield Revolving Fund

The BRA has established a LBRF. Funds from the LBRF were used to finance eligible activities previously performed at the Property by the DDA. TIR captured as a result of this Project will be used as repayment of expended funds into the LBRF. LBRF monies will not be used to finance or reimburse eligible activities incurred by the Developer as described in this Plan.

At the conclusion of reimbursement of eligible activity costs to the Developer and BRA, the BRA intends to capture local TIR for deposit into the LBRF for an additional five years, to the extent allowed by law and the BRA's existing program policies and procedures.

Brownfield Plan #8 MSUFCU 2313 Cedar Street, Holt, Michigan October 22, 2018

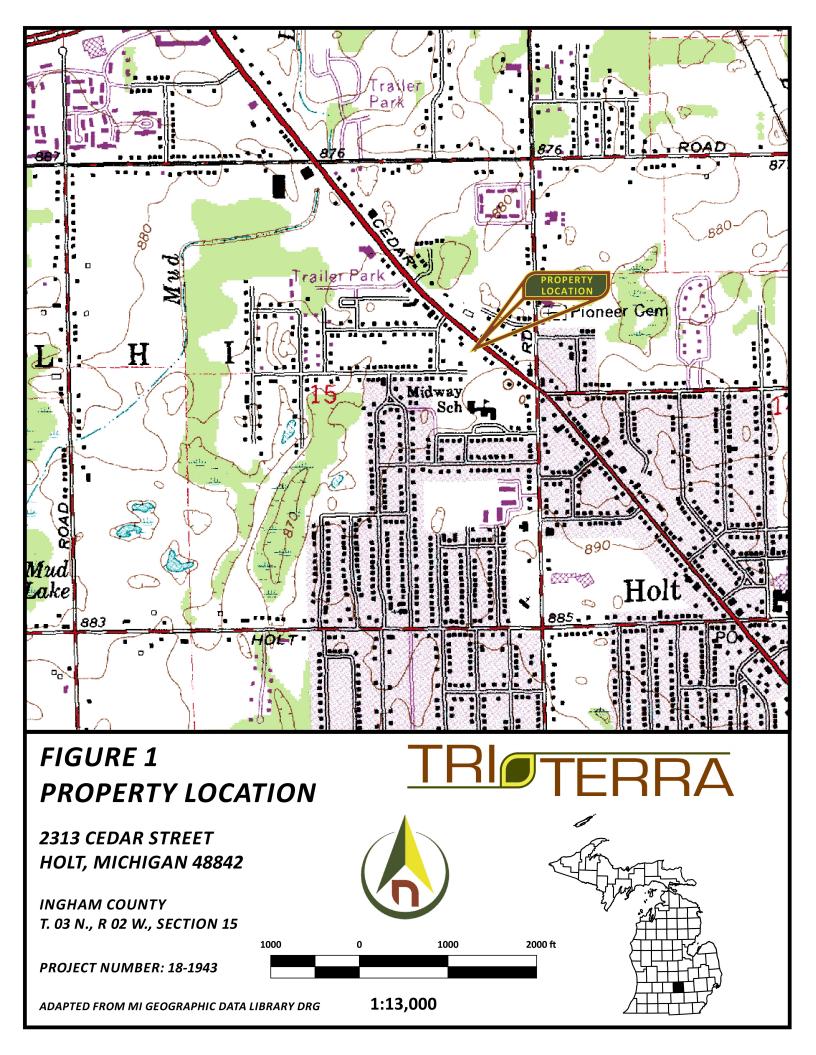
## 6.12 Other Material that the Authority or Governing Body Considers Pertinent

The intent of this Plan is to reimburse the Developer first and the BRA second for respective eligible activity costs incurred for the Property. Refer to Table 4, Tax Increment Revenue Reimbursement Entity Allocation Table, to review projected TIR schedules for the Developer and the BRA.

The Authority is applying for a grant through the DEQ Brownfield Redevelopment Grant and Loan Program. The grant is intended to offset the eligible DEQ Department Specific Activities proposed in this Plan; therefore, the grant will directly reduce the amount to be reimbursed to the Developer, and any activities reimbursed through the grant will not be requested for reimbursement through tax increment financing. Eligible activity expenditures under the grant and Brownfield tax increment financing may be monitored by the DEQ to ensure reimbursements are not duplicated between the grant and tax increment revenue.

## FIGURES

Figure 1: Property Location Map Figure 2: Eligible Property Boundary Map Figure 3: Soil Boring Map with Analytical Results



Allstate Insurance Agency 2314 Cedar Street

P&M Automotive 2315/2317 Cedar Street

**Residential Houses** 

ATS Tax Associates 2304 Cedar Street

> Holt Pharmacy 2291 Cedar Street

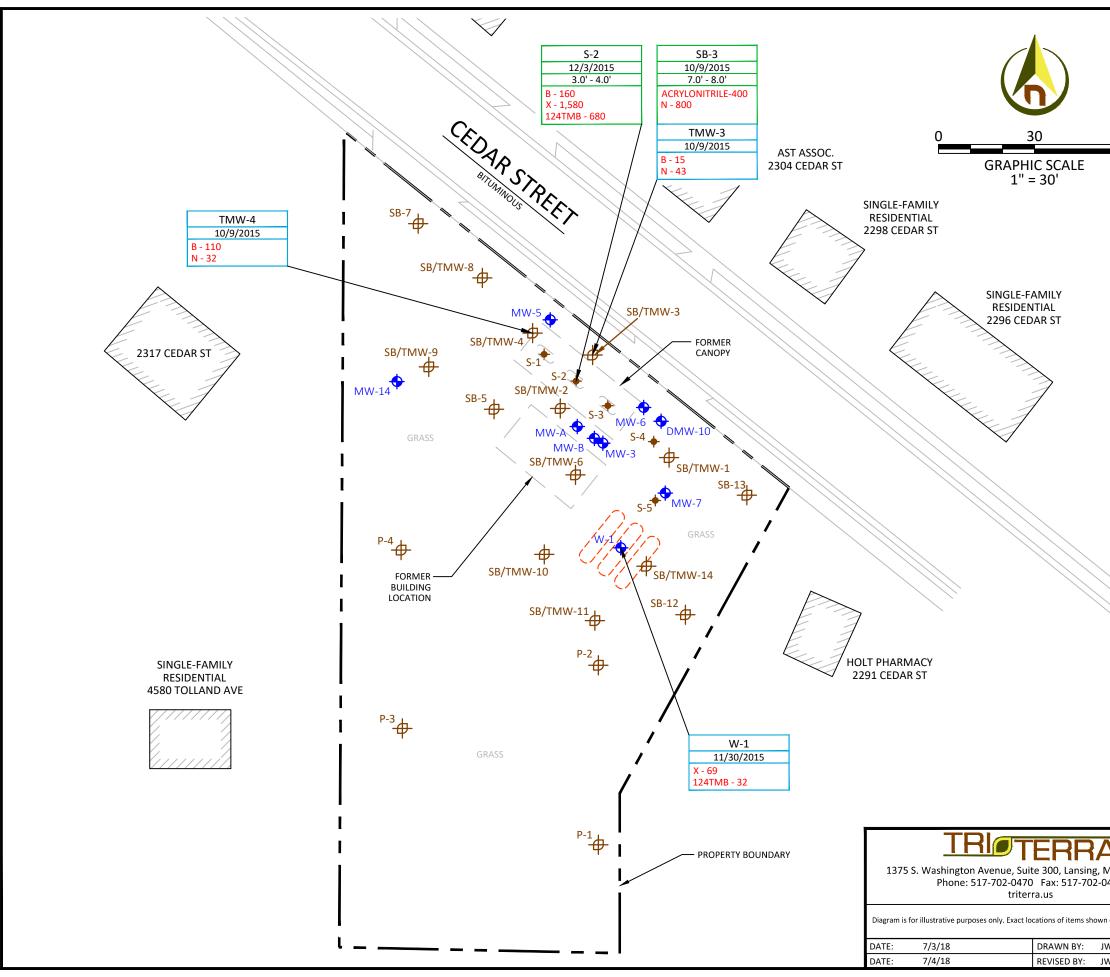
Residential Houses 2298-2292 Cedar Street

CEDAR STREET

Journey Life Church 2289 Cedar Street

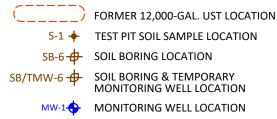


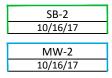
DATE: 7/13/2018



## LEGEND

60





SOIL SAMPLE RESULTS

WATER SAMPLE RESULTS

## COMPOUNDS LEGEND

B - BENZENE 12-DCE - 1,2-DICHLOROETHANE E - ETHYLBENZENE ETHYLENE DIBROMIDE (EDB) 2MN - 2 METHYLNAPHTHALENE N - NAPHTHALENE T - TOLUENE 124TMB - 1,2,4 TRIMETHYLBENZENE 135TMB - 1,3,5 TRIMETHYLBENZENE X - TOTAL XYLENES ND - CONCENTRATION NOT DETECTED

## NOTES:

- 1. SOIL CONCENTRATIONS ARE IN ug PER kg (ppb).
- CONCENTRATIONS ARE IN ug PER L (ppb).
  CONCENTRATIONS IN RED
- EXCEED 1 OR MORE RBSLs.

Aichigan 48910 477	SOIL AND GRC ABOVE R	OUNDWATER ESIDENTIAL (		5
on figure may vary slightly.	2313	SOLINE FILLING S CEDAR STREET LT, MICHIGAN	TATION	
VL VL	PROJECT NUMBER:	18-1943	FIGURE	3

## TABLES

Table 1: Brownfield Eligible Activities Table 2: Tax Increment Revenue Capture Estimates Table 3: Tax Increment Revenue Reimbursement Allocation Table Table 4: Tax Increment Revenue Reimbursement Entity Allocation Table

#### Table 1 **Brownfield Eligible Activities** 2313 Cedar Street Holt, MI October 22, 2018

					REIMB	JRSEMENT PROGRAM A	LLOCATIO	DN		ENTITY AL	LOCATION	N
ELIGIBLE ACTIVITIES	NO. OF UNITS	UNIT TYPE	UNIT RATE	ESTIMATED TOTAL COST	ENVIRONMENTA ACTIVITIES	L NON- ENVIRONMENTAL ACTIVITIES		CAL-ONLY TIVITIES	DEV	/ELOPER	DELHI T	rownship
ENVIRONMENTAL ELIGIBLE ACTIVITIES												
Environmental Assessment & Due Care Activities												
	ENVIRONMENTAL EL	IGIBLE ACTIVI	TIES SUB-TOTAL	\$ 370,0	17 \$	- \$ -	\$	370,017	\$	330,057	\$	39,960
NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES												
Asbestos and Lead Activities												
	Subtotal	l Asbestos and	l Lead Activities	\$ 13,5	07 \$	- \$ -	\$	13,507	\$	-	\$	13,507
Demolition							\$	-				
	S	Subtotal Demo	olition Activities	\$ 18,6		- \$ -	\$	18,600	\$	-	\$	18,600
NO	I-ENVIRONMENTAL EL	IGIBLE ACTIVI	TIES SUB-TOTAL	\$ 32,1	97 \$	- \$ -	\$	32,107	\$	-	\$	32,107
NON-ENVIRONMENTAL AN	D ENVIRONMENTAL EL	IGIBLE ACTIVI	TIES SUB-TOTAL	\$ 402,1	24 \$	- \$ -	\$	402,124	\$	330,057	\$	72,067
Contingency (15%)				\$ 47,6	79 \$	- \$ -	\$	47,679	\$	47,679	\$	-
Brownfield Plan Preparation	1	LS	\$ 10,000	\$ 10,0	\$ 00	- \$ -	\$	10,000	\$	10,000	\$	-
Brownfield Plan Implementation	1	LS	\$ 11,000	\$ 11,0	\$ 00	- \$ -	\$	11,000	\$	11,000	\$	-
Interest (5%, simple)				\$ 284,7	56	\$ -	\$	284,766	\$	202,513	\$	82,253
			TOTAL	\$ 755,5	59 \$	- \$ -	\$	755,569	\$	601,249	\$	154,320

NOTES: These costs and revenue projections should be considered approximate estimates based on expected conditions and available information. It cannot be guaranteed that the costs and revenue projections will not vary from these estimates. Contingency calculation exclude Developer costs (Phase I ESA and BEA) and all Township costs incurred prior to developement of Brownfield Plan. Interest is calculated at 5% on Developer costs & BRA costs incurred prior to development of Brownfield Plan.

#### Table 2 Tax Increment Revenue Capture Estimates 2313 Cedar Street Holt, MI October 22, 2018

				2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2
	Plan Year			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
se Taxable Value			\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
timated New TV			\$	250,000 \$	750,000 \$	757,500 \$	765,075 \$	772,726 \$	780,453 \$	788,258 \$	796,140 \$	804,102 \$	812,143 \$	820,264 \$	828,467 \$	836,751 \$	845,119 \$	853,570 \$	862,106 \$	870,727 \$	879,434 \$	888
cremental Difference (New TV - Base TV)			\$	250,000 \$	750,000 \$	757,500 \$	765,075 \$	772,726 \$	780,453 \$	788,258 \$	796,140 \$	804,102 \$	812,143 \$	820,264 \$	828,467 \$	836,751 \$	845,119 \$	853,570 \$	862,106 \$	870,727 \$	879,434 \$	888
hool Taxes (Not Captured)	Millage Rate																					
School Operating	18.0000		\$	4,500 \$	13,500 \$	13,635 \$	13,771 \$	13,909 \$	14,048 \$	14,189 \$	14,331 \$	14,474 \$	14,619 \$	14,765 \$	14,912 \$	15,062 \$	15,212 \$	15,364 \$	15,673 \$	15,830 \$	15,988 \$	15
State Education Tax (SET)	6.0000		\$	1,500 \$	4,500 \$	4,545 \$	4,590 \$	4,636 \$	4,683 \$	4,730 \$	4,777 \$	4,825 \$	4,873 \$	4,922 \$	4,971 \$	5,021 \$	5,071 \$	5,121 \$	5,224 \$	5,277 \$	5,329 \$	5
School Te	otal: 0.0000	0.00%	\$	6,000 \$	18,000 \$	18,180 \$	18,362 \$	18,545 \$	18,731 \$	18,918 \$	19,107 \$	19,298 \$	19,491 \$	19,686 \$	19,883 \$	20,082 \$	20,283 \$	20,486 \$	20,897 \$	21,106 \$	21,317 \$	21,
ocal Capture	Millage Rate																					
Township Operating	4.2981		\$	1,075 \$	3,224 \$	3,256 \$	3,288 \$	3,321 \$	3,354 \$	3,388 \$	3,422 \$	3,456 \$	3,491 \$	3,526 \$	3,561 \$	3,596 \$	3,632 \$	3,669 \$	3,705 \$	3,742 \$	3,780 \$	3
Ingham County Voted	3.6900		\$	923 \$	2,768 \$	2,795 \$	2,823 \$	2,851 \$	2,880 \$	2,909 \$	2,938 \$	2,967 \$	2,997 \$	3,027 \$	3,057 \$	3,088 \$	3,118 \$	3,150 \$	3,181 \$	3,213 \$	3,245 \$	3
Ingham County Operating	6.8000		\$	1,700 \$	5,100 \$	5,151 \$	5,203 \$	5,255 \$	5,307 \$	5,360 \$	5,414 \$	5,468 \$	5,523 \$	5,578 \$	5,634 \$	5,690 \$	5,747 \$	5,804 \$	5,862 \$	5,921 \$	5,980 \$	6
CRAA	0.6990		\$	175 \$	524 \$	529 \$	535 \$	540 \$	546 \$	551 \$	557 \$	562 \$	568 \$	573 \$	579 \$	585 \$	591 \$	597 \$	603 \$	609 \$	615 \$	
CATA	3.0070		\$	752 \$	2,255 \$	2,278 \$	2,301 \$	2,324 \$	2,347 \$	2,370 \$	2,394 \$	2,418 \$	2,442 \$	2,467 \$	2,491 \$	2,516 \$	2,541 \$	2,567 \$	2,592 \$	2,618 \$	2,644 \$	2
Capital Area District Library	1.5600		\$	390 \$	1,170 \$	1,182 \$	1,194 \$	1,205 \$	1,218 \$	1,230 \$	1,242 \$	1,254 \$	1,267 \$	1,280 \$	1,292 \$	1,305 \$	1,318 \$	1,332 \$	1,345 \$	1,358 \$	1,372 \$	:
Fire/ EMS	1.4961		\$	374 \$	1,122 \$	1,133 \$	1,145 \$	1,156 \$	1,168 \$	1,179 \$	1,191 \$	1,203 \$	1,215 \$	1,227 \$	1,239 \$	1,252 \$	1,264 \$	1,277 \$	1,290 \$	1,303 \$	1,316 \$	1
Police	1.4961		\$	374 \$	1,122 \$	1,133 \$	1,145 \$	1,156 \$	1,168 \$	1,179 \$	1,191 \$	1,203 \$	1,215 \$	1,227 \$	1,239 \$	1,252 \$	1,264 \$	1,277 \$	1,290 \$	1,303 \$	1,316 \$	1
Lansing Community College	3.8072		\$	952 \$	2,855 \$	2,884 \$	2,913 \$	2,942 \$	2,971 \$	3,001 \$	3,031 \$	3,061 \$	3,092 \$	3,123 \$	3,154 \$	3,186 \$	3,218 \$	3,250 \$	3,282 \$	3,315 \$	3,348 \$	З
Ingham Intermediate School District	5.9881		\$	1,497 \$	4,491 \$	4,536 \$	4,581 \$	4,627 \$	4,673 \$	4,720 \$	4,767 \$	4,815 \$	4,863 \$	4,912 \$	4,961 \$	5,011 \$	5,061 \$	5,111 \$	5,162 \$	5,214 \$	5,266 \$	
Local T	otal: 32.8416	100.00%	\$	8,210 \$	24,631 \$	24,878 \$	25,126 \$	25,378 \$	25,631 \$	25,888 \$	26,147 \$	26,408 \$	26,672 \$	26,939 \$	27,208 \$	27,480 \$	27,755 \$	28,033 \$	28,313 \$	28,596 \$	28,882 \$	2
Total LOCAL-ONLY Capturable Ta	xes: 32.8416	100.00%	\$	8,210 \$	24,631 \$	24,878 \$	25,126 \$	25,378 \$	25,631 \$	25,888 \$	26,147 \$	26,408 \$	26,672 \$	26,939 \$	27,208 \$	27,480 \$	27,755 \$	28,033 \$	28,313 \$	28,596 \$	28,882 \$	29
n-Capturable Millages - New Tax Reven	e Millage Rate																					
School Debt	10.0000		Ś	2,500 \$	7,500 \$	7,575 \$	7,651 \$	7,727 \$	7.805 Ś	7,883 \$	7,961 \$	8.041 \$	8,121 \$	8.203 Ś	8.285 Ś	8,368 \$	8,451 \$	8,536 \$	8,621 \$	8,707 \$	8,794 \$	8

Notes:

#### Table 2 Tax Increment Revenue Capture Estimates 2313 Cedar Street Holt, MI October 22, 2018

Estimated Taxable Value (	V) Increase Rate:														
	Plan Year	2039 20	2040 21	2041 22	2042 23	2043 24	2044 25	2045 26	2046 27	2047 28	2048 29	2049 30	2050 31	2051 32	20
Base Taxable Value	ridii fedi	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	_
Estimated New TV	ç	897,111 \$	906,082 \$	915,143 \$	924,294 \$	933,537 \$	942,872 \$	952,301 \$	961,824 \$	971,442 \$	981,157 \$	990,968 \$	1,000,878 \$	1,010,887 \$	1,020,99
Incremental Difference (New TV - Base TV)	\$	897,111 \$	906,082 \$	915,143 \$	924,294 \$	933,537 \$	942,872 \$	952,301 \$	961,824 \$	971,442 \$	981,157 \$	990,968 \$	1,000,878 \$	1,010,887 \$	1,020,99
School Taxes (Not Captured)	Millage Rate														
School Operating	18.0000 \$	16,148 \$	16,309 \$	16,473 \$	16,637 \$	16,804 \$	16,972 \$	17,141 \$	17,313 \$	17,486 \$	17,661 \$	17,837 \$	18,016 \$	18,196 \$	18,37
State Education Tax (SET)	6.0000 \$	5,436 \$	5,491 \$	5,546 \$	5,601 \$	5,657 \$	5,714 \$	5,771 \$	5,829 \$	5,887 \$	5,887 \$	5,946 \$	6,005 \$	6,065 \$	6,12
School Tota	: 0.0000 \$	21,584 \$	21,800 \$	22,018 \$	22,239 \$	22,461 \$	22,686 \$	22,912 \$	23,141 \$	23,373 \$	23,548 \$	23,783 \$	24,021 \$	24,261 \$	24,50
Local Capture	Millage Rate														
Township Operating	4.2981 \$	3,856 \$	3,894 \$	3,933 \$	3,973 \$	4,012 \$	4,053 \$	4,093 \$	4,134 \$	4,175 \$	4,217 \$	4,259 \$	4,302 \$	4,345 \$	4,38
Ingham County Voted	3.6900 \$	3,310 \$	3,343 \$	3,377 \$	3,411 \$	3,445 \$	3,479 \$	3,514 \$	3,549 \$	3,585 \$	3,620 \$	3,657 \$	3,693 \$	3,730 \$	3,76
Ingham County Operating	6.8000 \$	6,100 \$	6,161 \$	6,223 \$	6,285 \$	6,348 \$	6,412 \$	6,476 \$	6,540 \$	6,606 \$	6,672 \$	6,739 \$	6,806 \$	6,874 \$	6,94
CRAA	0.6990 \$	627 \$	633 \$	640 \$	646 \$	653 \$	659 \$	666 \$	672 \$	679 \$	686 \$	693 \$	700 \$	707 \$	71
CATA	3.0070 \$	2,698 \$	2,725 \$	2,752 \$	2,779 \$	2,807 \$	2,835 \$	2,864 \$	2,892 \$	2,921 \$	2,950 \$	2,980 \$	3,010 \$	3,040 \$	3,07
Capital Area District Library	1.5600 \$	1,399 \$	1,413 \$	1,428 \$	1,442 \$	1,456 \$	1,471 \$	1,486 \$	1,500 \$	1,515 \$	1,531 \$	1,546 \$	1,561 \$	1,577 \$	1,59
Fire/ EMS	1.4961 \$	1,342 \$	1,356 \$	1,369 \$	1,383 \$	1,397 \$	1,411 \$	1,425 \$	1,439 \$	1,453 \$	1,468 \$	1,483 \$	1,497 \$	1,512 \$	1,52
Police	1.4961 \$	1,342 \$	1,356 \$	1,369 \$	1,383 \$	1,397 \$	1,411 \$	1,425 \$	1,439 \$	1,453 \$	1,468 \$	1,483 \$	1,497 \$	1,512 \$	1,52
Lansing Community College	3.8072 \$	3,415 \$	3,450 \$	3,484 \$	3,519 \$	3,554 \$	3,590 \$	3,626 \$	3,662 \$	3,698 \$	3,735 \$	3,773 \$	3,811 \$	3,849 \$	3,88
Ingham Intermediate School District	5.9881 \$	5,372 \$	5,426 \$	5,480 \$	5,535 \$	5,590 \$	5,646 \$	5,702 \$	5,759 \$	5,817 \$	5,875 \$	5,934 \$	5,993 \$	6,053 \$	6,11
Local Tota	l: 32.8416 <b>\$</b>	29,463 \$	29,757 \$	30,055 \$	30,355 \$	30,659 \$	30,965 \$	31,275 \$	31,588 \$	31,904 \$	32,223 \$	32,545 \$	32,870 \$	33,199 \$	33,53
Total LOCAL-ONLY Capturable Taxe	:: 32.8416 <b>\$</b>	29,463 \$	29,757 \$	30,055 \$	30,355 \$	30,659 \$	30,965 \$	31,275 \$	31,588 \$	31,904 \$	32,223 \$	32,545 \$	32,870 \$	33,199 \$	33,53
Non-Capturable Millages - New Tax Revenue	Millage Rate														
School Debt	10.0000 \$	8,971 \$	9,061 \$	9,151 \$	9,243 \$	9,335 \$	9,429 \$	9,523 \$	9,618 \$	9,714 \$	9,812 \$	9,910 \$	10,009 \$	10,109 \$	10,21

\$ 511,140
\$ 170,938
\$ 682,078
\$ 121,939
\$ 104,687
\$ 192,920
\$ 19,831
\$ 85,310
\$ 44,258
\$ 42,445
\$ 42,445
\$ 108,012
\$ 169,886
\$ 931,734

\$ 283	3,706
\$ 283	3,706

\$ 1,897,518

#### Table 3 Tax Increment Revenue Reimbursement Allocation Table 2313 Cedar Street Holt, MI *October 22, 2018*

Developer/City Projected Reimbursement	Proportionality	 nool & Il Taxes	ocal-Only Taxes	Total				Administrative Fees & Loa	an Func	is*
State	0.0%	\$ -		\$ -	Estimated Total	33		State Brownfield Revolving Fund	\$	-
Local	100.0%	\$ -	\$ 755,569	\$ 755,569	Years of Plan:	33		BRA Administrative Fees	\$	38,368
TOTAL		\$ -	\$ 755,569	\$ 755,569			-	Local Brownfield Revolving Fund	\$	137,797
Environmental	0.0%	\$ -						* During the life of the Plan		
Non-Environmental	0.0%	\$ -								

		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	203
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
vailable Tax Increment Revenue (TIR)																				
Total State Tax Capture Available	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Capture for State Brownfield Revolving Fund (3 mills of SET) (25-Yrs)	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
State TIR Available for Reimbursement to Developer	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Total Local Tax Capture Available	\$	8,210 \$	24,631 \$	24,878 \$	25,126 \$	25,378 \$	25,631 \$	25,888 \$	26,147 \$	26,408 \$	26,672 \$	26,939 \$	27,208 \$	27,480 \$	27,755 \$	28,033 \$	28,313 \$	28,596 \$	28,882 \$	29,1
Capture for BRA Administrative Fees (5% of available Local TIR)	\$	411 \$	1,232 \$	1,244 \$	1,256 \$	1,269 \$	1,282 \$	1,294 \$	1,307 \$	1,320 \$	1,334 \$	1,347 \$	1,360 \$	1,374 \$	1,388 \$	1,402 \$	1,416 \$	1,430 \$	1,444 \$	1,4
Capture for Local Brownfield Revolving Fund (LBRF) (5% of available Local TIR)	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Total State & Local TIR Available for Reimbursement to Developer and BRA	\$	7,800 \$	23,400 \$	23,634 \$	23,870 \$	24,109 \$	24,350 \$	24,593 \$	24,839 \$	25,088 \$	25,338 \$	25,592 \$	25,848 \$	26,106 \$	26,367 \$	26,631 \$	26,897 \$	27,166 \$	27,438 \$	27,7
DEVELOPER and BRA	Beginning Balance																			
	755,569 \$	747,769 \$	724,369 \$	700,735 \$	676,865 \$	652,757 \$	628,407 \$	603,814 \$	578,975 \$	553,887 \$	528,549 \$	502,957 \$	477,109 \$	451,003 \$	424,635 \$	398,004 \$	371,107 \$	343,941 \$	316,503 \$	288,79
Non-Environmental Eligible Activities	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
State Tax Reimbursement	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Local Tax Reimbursement	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Environmental Eligible Activities	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
State Tax Reimbursement	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Local Tax Reimbursement	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
LOCAL-ONLY Activities	755,569 \$	747,769 \$	724,369 \$	700,735 \$	676,865 \$	652,757 \$	628,407 \$	603,814 \$	578,975 \$	553,887 \$	528,549 \$	502,957 \$	477,109 \$	451,003 \$	424,635 \$	398,004 \$	371,107 \$	343,941 \$	316,503 \$	288,79
Local-Only Tax Reimbursement	755,569 \$	7,800 \$	23,400 \$	23,634 \$	23,870 \$	24,109 \$	24,350 \$	24,593 \$	24,839 \$	25,088 \$	25,338 \$	25,592 \$	25,848 \$	26,106 \$	26,367 \$	26,631 \$	26,897 \$	27,166 \$	27,438 \$	27,71
TOTAL ANNUAL DEVELOPER/BRA REIMBURSEMENT	\$	7,800 \$	23,400 \$	23,634 \$	23,870 \$	24,109 \$	24,350 \$	24,593 \$	24,839 \$	25,088 \$	25,338 \$	25,592 \$	25,848 \$	26,106 \$	26,367 \$	26,631 \$	26,897 \$	27,166 \$	27,438 \$	27,71
LOCAL BROWNFIELD REVOLVING FUND (LBRF)																				
State	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Local	ć	- \$	- \$	- \$	- \$	- \$	- \$		- \$		,					- \$		- \$	- \$	

## Table 3 Tax Increment Revenue Reimbursement Allocation Table 2313 Cedar Street Holt, MI October 22, 2018

	20	39 20	2040 21	2041 22	2042 23	2043 24	2044 25	2045 26	2046 27	2047 28	2048 29	2049 30	2050 31	2051 32	2052 33	TOTALS
vailable Tax Increment Revenue (TIR)																
otal State Tax Capture Available	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$		
apture for State Brownfield Revolving Fund (3 mills of SET) (25-Yrs)	\$	- \$	- \$	- \$	- \$	- \$	-									
tate TIR Available for Reimbursement to Developer	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	
otal Local Tax Capture Available	\$ 29,46	3\$2	29,757 \$	30,055 \$	30,355 \$	30,659 \$	30,965 \$	31,275 \$	31,588 \$	31,904 \$	32,223 \$	32,545 \$	32,870 \$	33,199 \$	33,531	
apture for BRA Administrative Fees (5% of available Local TIR)	\$ 1,47	3\$	1,488 \$	1,503 \$	1,518 \$	1,533 \$	1,548 \$	1,564 \$	1,579 \$	1,595 \$	- \$	- \$	- \$	- \$	-	38,3
apture for Local Brownfield Revolving Fund (LBRF) (5% of available Local TI	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	
rotal State & Local TIR Available for Reimbursement to Developer and BRA	\$ 27,98	9\$2	28,269 \$	28,552 \$	28,838 \$	29,126 \$	29,417 \$	29,711 \$	30,008 \$	30,309 \$	32,223 \$	32,545 \$	32,870 \$	33,199 \$	33,531	
DEVELOPER and BRA																
	\$ 260,80	1 \$ 23	32,532 \$	203,980 \$	175,142 \$	146,016 \$	116,599 \$	86,888 \$	56,880 \$	26,571 \$	(0) \$	(0) \$	(0) \$	(0) \$	(0)	
Ion-Environmental Eligible Activities	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-						
State Tax Reimbursement	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	
Local Tax Reimbursement	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	
nvironmental Eligible Activities	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	
State Tax Reimbursement	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	
Local Tax Reimbursement	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	
											\$	- \$	- \$	- \$	-	
OCAL-ONLY Activities	\$ 260,80	1 \$ 23	32,532 \$	203,980 \$	175,142 \$	146,016 \$	116,599 \$	86,888 \$	56,880 \$	26,571 \$	(0) \$	(0) \$	(0) \$	(0) \$	(0)	
Local-Only Tax Reimbursement	\$ 27,98	9 \$ 2	28,269 \$	28,552 \$	28,838 \$	29,126 \$	29,417 \$	29,711 \$	30,008 \$	30,309 \$	26,571					755,5
OTAL ANNUAL DEVELOPER/BRA REIMBURSEMENT	\$ 27,98	9 \$ 2	28,269 \$	28,552 \$	28,838 \$	29,126 \$	29,417 \$	29,711 \$	30,008 \$	30,309 \$	26,571 \$	- \$	- \$	- \$	-	
OCAL BROWNFIELD REVOLVING FUND (LBRF)																
State	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	
Local	Ś	- \$	- Ś	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,652 \$	32,545 \$	32,870 \$	33,199 \$	33,531	137,7

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### 5,569

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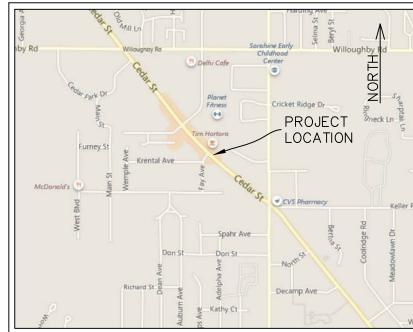
### Table 4 Tax Increment Revenue Reimbursement Entity Allocation Table 2313 Cedar Street Holt, MI October 22, 2018

							DEVEL		DELHI TO		DELHI TO	WNSHID			
							Eligible A	-	Eligible A		LBRF D			TOTALS	
TIF Eligible Activities:			s: \$398,736 \$72,067		\$137,797		\$608,600								
% of Total Eligible Activities:			s: 65.52% 11.84%		22.64%			100.00%							
Total Interest Allocation:			\$202,	513	\$82,	253	\$0			\$284,766					
					% of Total	Interest Allocation:	71.12%		28.88%		0.00%		100.00%		
		Α	В	C	D	E = A-B-C-D									
Period	Year	Local / State Annual Total Tax Capture	0% Allocation	Capture for State Brownfield Redevelopment Fund (3 mills of SET) (25-Yrs)	Capture for BRA Administrative Costs	Total State & Local TIR Available for Reimbursement to Developer	TIF Eligible Activity Reimbursement	5.0% Interest	TIF Eligible Activity Reimbursement	0.0% Interest	TIF Eligible Activity Reimbursement	0.0% Interest	TIF Eligible Activity Reimbursement	Interest Earned / Paid	TIF Available After Reimbursement
1	2020	\$8,210	\$0	\$0	\$411	\$7,800	\$7,800	\$0	\$0	\$0	\$0	\$0	\$7,800	\$0	
2	2021	\$24,631	\$0	\$0	\$1,232	\$23,400	\$23,400	\$0	\$0	\$0	\$0	\$0	\$23,400	\$0	\$0
3	2022	\$24,878	\$0	\$0	\$1,244	\$23,634	\$23,634	\$0	\$0	\$0	\$0	\$0	\$23,634	\$0	\$0
4	2023	\$25,126	\$0	\$0	\$1,256	\$23,870	\$23,870	\$0	\$0	\$0	\$0	\$0	\$23,870	\$0	\$0
5	2024	\$25,378	\$0	\$0	\$1,269	\$24,109	\$24,109	\$0	\$0	\$0	\$0	\$0	\$24,109	\$0	\$0
6	2025	\$25,631	\$0	\$0	\$1,282	\$24,350	\$24,350	\$0	\$0	\$0	\$0	\$0	\$24,350	\$0	\$0
7	2026	\$25,888	\$0	\$0	\$1,294	\$24,593	\$24,593	\$0	\$0	\$0	\$0	\$0	\$24,593	\$0	\$0
8	2027	\$26,147	\$0	\$0	\$1,307	\$24,839	\$24,839	\$0	\$0	\$0	\$0	\$0	\$24,839	\$0	\$0
9	2028	\$26,408	\$0	\$0	\$1,320	\$25,088	\$25,088	\$0	\$0	\$0	\$0	\$0	\$25,088	\$0	\$0
10	2029	\$26,672	\$0	\$0	\$1,334	\$25,338	\$25,338	\$0	\$0	\$0	\$0	\$0	\$25,338	\$0	\$0
11	2030	\$26,939	\$0	\$0	\$1,347	\$25,592	\$25,592	\$0	\$0	\$0	\$0	\$0	\$25,592	\$0	\$0
12	2031	\$27,208	\$0	\$0	\$1,360	\$25,848	\$25,848	\$0	\$0	\$0	\$0	\$0	\$25,848	\$0	\$0
13	2032	\$27,480	\$0	\$0	\$1,374	\$26,106	\$26,106	\$0	\$0	\$0	\$0	\$0	\$26,106	\$0	\$0
14	2033	\$27,755	\$0	\$0	\$1,388	\$26,367	\$26,367	\$0	\$0	\$0	\$0	\$0	\$26,367	\$0	\$0
15	2034	\$28,033	\$0	\$0	\$1,402	\$26,631	\$26,631	\$0	\$0	\$0	\$0	\$0	\$26,631	\$0	\$0
16	2035	\$28,313	\$0	\$0	\$1,416	\$26,897	\$26,897	\$0	\$0	\$0	\$0	\$0	\$26,897	\$0	\$0
17	2036	\$28,596	\$0	\$0	\$1,430	\$27,166	\$14,274	\$12,892	\$0	\$0	\$0	\$0	\$14,274	\$12,892	\$0
18	2037	\$28,882	\$0	\$0	\$1,444	\$27,438	\$0	\$27,438	\$0	\$0	\$0	\$0	\$0	\$27,438	\$0
19	2038	\$29,171	\$0	\$0	\$1,459	\$27,712	\$0	\$27,712	\$0	\$0	\$0	\$0	\$0	\$27,712	\$0
20	2039	\$29,463	\$0	\$0	\$1,473	\$27,989	\$0	\$27,989	\$0	\$0	\$0	\$0	\$0	\$27,989	\$0
21	2040	\$29,757	\$0	\$0	\$1,488	\$28,269	\$0	\$28,269	\$0	\$0	\$0	\$0	\$0	\$28,269	\$0
22	2041	\$30,055	\$0	\$0	\$1,503	\$28,552	\$0	\$28,552	\$0	\$0	\$0	\$0	\$0	\$28,552	\$0
23	2042	\$30,355	\$0	\$0	\$1,518	\$28,838	\$0	\$28,838	\$0	\$0	\$0	\$0	\$0	\$28,838	\$0
24	2043	\$30,659	\$0	\$0	\$1,533	\$29,126	\$0	\$20,822	\$8,304	\$0	\$0	\$0	\$8,304	\$20,822	\$0
25	2044	\$30,965	\$0	\$0	\$1,548	\$29,417	\$0	\$0	\$29,417	\$0	\$0	\$0	\$29,417	\$0	\$0
26	2045	\$31,275	\$0	\$0	\$1,564	\$29,711	\$0	\$0	\$29,711	\$0	\$0	\$0	\$29,711	\$0	\$0
27	2046	\$31,588	\$0	\$0	\$1,579	\$30,008	\$0	\$0	\$4,635	\$25,373	\$0	\$0	\$4,635	\$25,373	\$0
28	2047	\$31,904	\$0	\$0	\$1,595	\$30,309	\$0	\$0	\$0	\$30,309	\$0	\$0	\$0	\$30,309	\$0
29	2048	\$32,223	\$0	\$0	\$0	\$32,223	\$0	\$0	\$0	\$26,571	\$5,652	\$0	\$5,652	\$26,571	\$0
30	2049	\$32,545	\$0	\$0	\$0	\$32,545	\$0	\$0	\$0	\$0	\$32,545	\$0	\$32,545	\$0	\$0
31	2050	\$32,870	\$0	\$0	\$0	\$32,870	\$0	\$0	\$0	\$0	\$32,870	\$0	\$32,870	\$0	\$0
32	2051	\$32,870	\$0	\$0	\$0	\$32,870	\$0	\$0	\$0	\$0	\$32,870	\$0	\$32,870	\$0	\$0
33	2052	\$32,870	\$0	\$0	\$0	\$32,870	\$0	\$0	\$0	\$0	\$32,870	\$0	\$32,870	\$0	\$0
TOT	-	\$865,004	\$0	\$0	\$38,368	\$826,636	\$398,736	\$202,513	\$72,067	\$82,253	\$71,067	\$0	\$541,870	\$284,766	
% of Tax	capture:	100.00%	0.00%	0.00%	4.44%	95.56%	48.24%	24.50%	8.72%	9.95%	8.60%	0.00%	65.55%	34.45%	0.00%
				TIF Eligible A	ctivities and Inter	est Subtotals:	\$601,	248	\$154,	320	\$71,0	)67		\$826,636	

## ATTACHMENT A

ALTA/NSPS Land Title Survey and Legal Description

VICINITY MAP	(NO	SCALE)
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SCHEDULE A - LEGAL DESCRIPTION:

AS STATED IN THE COMMITMENT FOR TITLE INSURANCE, TRANSNATION TITLE AGENCY OF MICHIGAN CENTRAL DIVISION LLC, FILE NO. 254712LANS REVISION NO. 0 (EFFECTIVE DATE SEPTEMBER 5, 2018): PARCEL 1:

COMMENCING AT A POINT 35 RODS 64.5 FEET WEST OF THE EAST 1/4 POST OF SECTION 15, TOWN 3 NORTH, RANGE 2 WEST, DELHI TOWNSHIP, INGHAM COUNTY, MICHIGAN, THEN 255 FEET NORTH FOR THE POINT OF BEGINNING, THENCE NORTH 291.9 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY 127, THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY NORTH 51 DEGREES 56 MINUTES 00 SECONDS WEST 175.4 FEET, THENCE SOUTH 00 DEGREES 14 MINUTES 00 SECONDS WEST 398.6 FEET, THENCE EAST 140 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

COMMENCING AT A POINT 35 RODS 64.5 FEET WEST OF THE EAST 1/4 POST OF SECTION 15, TOWN 3 NORTH, RANGE 2 WEST, DELHI TOWNSHIP, INGHAM COUNTY, MICHIGAN, AND 331.8 FEET NORTH FOR A POINT OF BEGINNING, THENCE NORTH 28 DEGREES 53 MINUTES 00 SECONDS EAST 169.8 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 127, THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY NORTH 51 DEGREES 03 MINUTES 00 SECONDS WEST 105.5 FEET, THENCE SOUTH 215.1 FEET TO THE POINT OF BEGINNING.

**OPTIONAL TABLE A ITEMS:** 

- OPTIONAL TABLE A ITEM 1: MONUMENTS AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SUBJECT PROPERTY HAVE BEEN SET OR FOUND AND ARE SHOWN HEREON.
- OPTIONAL TABLE A ITEM 2: ADDRESSES OBSERVED WHILE CONDUCTING THE FIELD SURVEY ARE SHOWN HEREON.
- OPTIONAL TABLE A ITEM 3: THE PARCELS ARE MAPPED ON FEMA SPECIAL FLOOD MAP IN ZONE "X" AREA OF MINIMAL FLOOD HAZARD (500-YEAR FLOOD REOCCURRENCE) PANEL 23065C0144D EFFECTIVE 08/16/2011.
- OPTIONAL TABLE A ITEM 4: THE GROSS LAND AREA OF THE SUBJECT PARCELS) IS 1.3 ACRES.
- OPTIONAL TABLE A ITEM 5: VERTICAL RELIEF OF THE SUBJECT PARCEL(S) IS SHOWN HEREON AT 1 FOOT CONTOUR INTERVALS AND IS BASED ON THE VERTICAL DATUM OF NAVD88.
- OPTIONAL TABLE A ITEM 6(a): NO ZONING/PARCEL REPORT WAS PROVIDED TO THIS OFFICE. • ZONING CLASSIFICATION, REQUIREMENTS, AND RESTRICTIONS OF THE SUBJECT PARCEL PER ZONING REGULATIONS ON DELHI TOWNSHIP WEBSITE DATED APRIL 25, 2017: ZONING CLASSIFICATION: C-2 FRONT YARD SETBACK: 40 FEET IF PARKING IS LOCATED IN FRONT

	TARD.
	20 FEET IF NO PARKING IN FRONT
SIDE YARD SETBACK:	25 FEET IF PARCEL ABUTS RESIDENTIAL OR C-1
	40 FEET IF ON A CORNER ON STREET SIDE
REAR YARD SETBACK:	25 FEET
MAXIMUM BUILDING HEIGHT:	35 FEET

OPTIONAL TABLE A ITEM 6(b): NO ZONING/PARCEL REPORT WAS PROVIDED TO THIS OFFICE. SETBACKS SHOWN ON DRAWING ARE PER THE ZONING STATED IN OPTIONAL TABLE A ITEM 6(a).

- OPTIONAL TABLE A ITEM 7(a): THERE ARE NO STRUCTURES ON THE SUBJECT PARCEL
- OPTIONAL TABLE A ITEM 8: SUBSTANTIAL FEATURES OBSERVED DURING THE COURSE OF THE FIELD SURVEY ARE SHOWN HEREON.
- OPTIONAL TABLE A ITEM 9: NO CLEARLY IDENTIFIABLE PARKING SPACES WERE OBSERVED DURING THE COURSE OF THE FIELD SURVEY.
- OPTIONAL TABLE A ITEM 10(a): NO DIVISION OR PARTY WALLS WERE OBSERVED DURING THE COURSE OF THE FIELD SURVEY. (NO STRUCTURE ON SITE)
- OPTIONAL TABLE A ITEM 11: LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE MAPPED BASED ON THE METHODS OUTLINE BY ALTA/NSPS OPTIONAL TABLE A ITEM 11. PLAN SOURCE INFORMATION AS FOLLOWS: AT&T - PROVIDED MAP SHOWING BURIED CABLE IN VICINITY, NO

DIMENSIONS OR SCALE TO ACCURATELY MAP. LBWL - SHOWS WATER MAIN AS LOCATED IN FIELD SURVEY. COMCAST - SHOWS FIBER OPTIC AS LOCATED IN FIELD SURVEY. DELHI TOWNSHIP - SANITARY MAP - COULD NOT BE DEFINITE OF LOCATION, PIPE SIZE AGREES WITH FIELD SURVEY. CONSUMERS ENERGY - GAS LINE LOCATION ON MAP

- OPTIONAL TABLE A ITEM 12: DOES NOT PERTAIN TO THIS SITE.
- OPTIONAL TABLE A ITEM 13: NAMES OF ADJOINING OWNERS ACCORDING TO CURRENT TAX RECORDS PER INGHAM COUNTY EQUALIZATION (OBTAINED OCTOBER 4, 2018).
- OPTIONAL TABLE A ITEM 14: THE DISTANCE TO THE INTERSECTION OF AURELIUS ROAD AND CEDAR STREET IS 730 FEET.
- OPTIONAL TABLE A ITEM 16: NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD SURVEY.
- OPTIONAL TABLE A ITEM 17: THERE ARE CURRENTLY NO PROPOSED CHANGES AND NO INFORMATION MADE AVAILABLE TO THIS OFFICE REGARDING THE ROAD RIGHT-OF-WAY LINES FOR N. CEDAR STREET PER CONVERSATION WITH INGHAM COUNTY ROAD COMMISSION ON OCTOBER 5, 2018. NO EVIDENCE OF RECENT ROAD OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD SURVEY.
- OPTIONAL TABLE A ITEM 18: NO WETLAND FLAG MARKERS WERE OBSERVED ON THE SUBJECT PARCEL(S) IN THE PROCESS OF CONDUCTING THE FIELD SURVEY.
- OPTIONAL TABLE A ITEM 19: PLOTTABLE OFFSITE APPURTENANT EASEMENT OR SERVITUDE (DISCLOSED IN

EX. 8" SANITARY	

SCHEDULE B - SECTION II EXCEPTIONS:

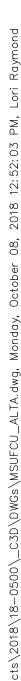
**CERTIFICATION:** 

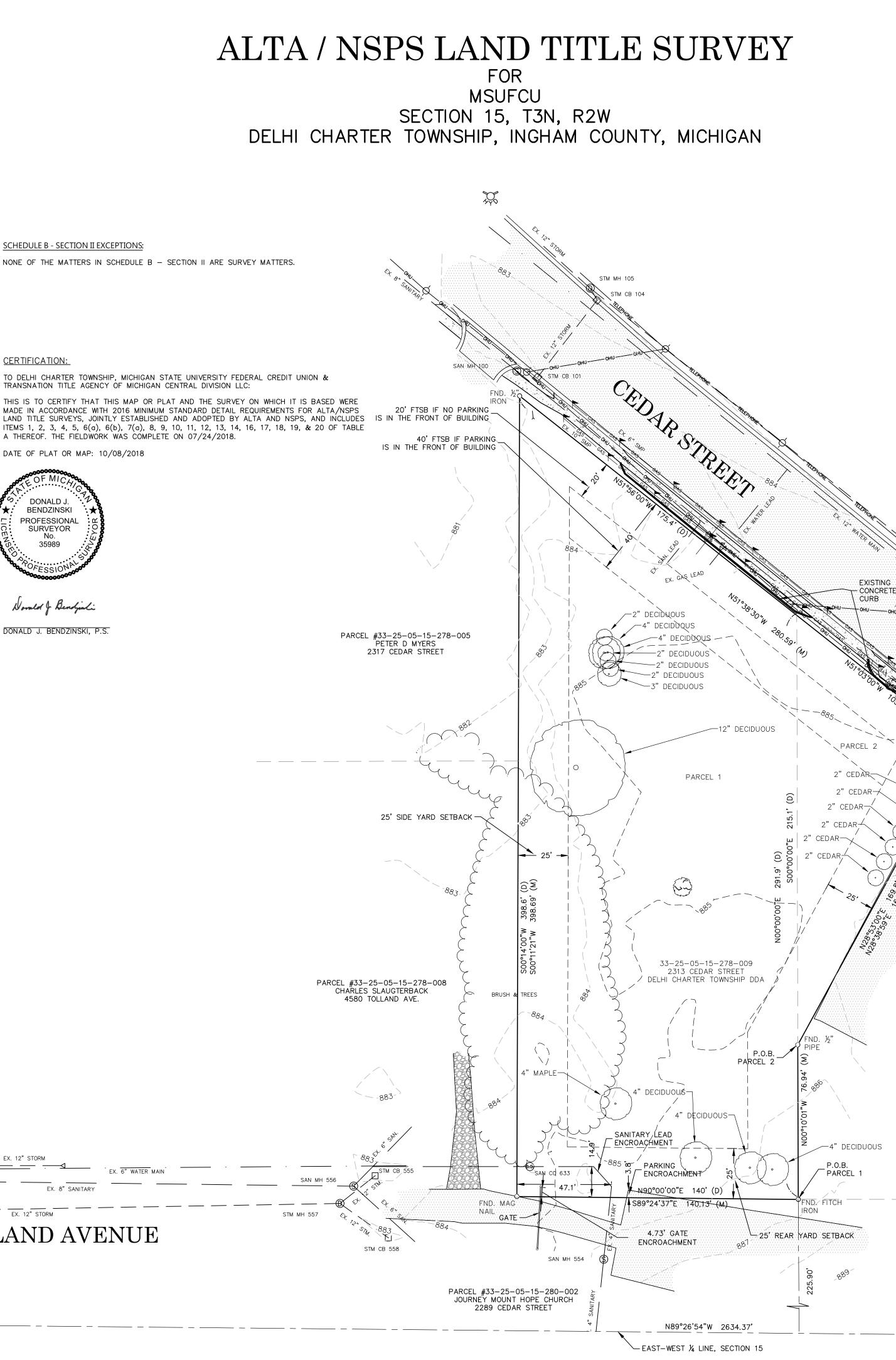
A THEREOF. THE FIELDWORK WAS COMPLETE ON 07/24/2018.

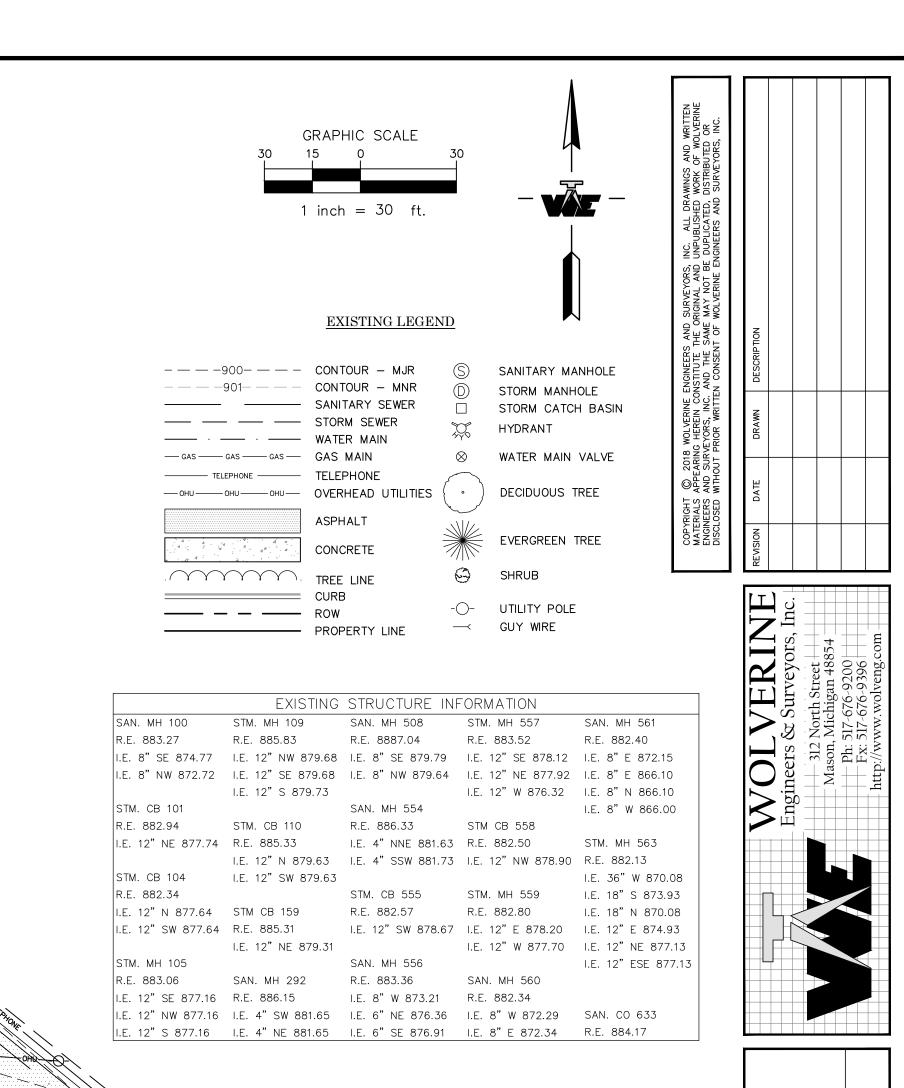
DATE OF PLAT OR MAP: 10/08/2018

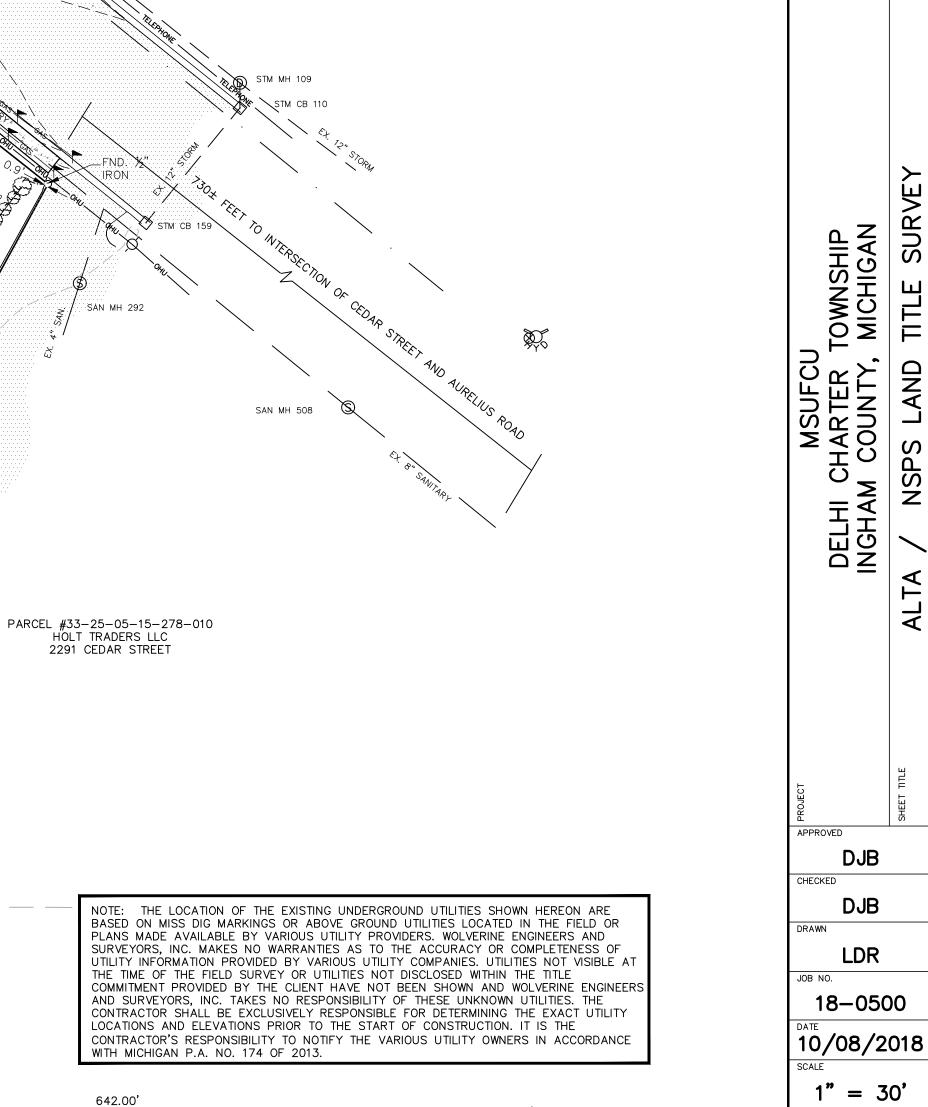


Donald & Bendjul DONALD J. BENDZINSKI, P.S









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EAST ¼ CORNER, SECTION 15, T3N, R2W

HEET NO

ALTA

## ATTACHMENT B

Summary of Environmental Conditions

## ATTACHMENT B

## Summary of Known Environmental Conditions 2313 Cedar Street Holt, Michigan 48842

Based on Triterra's review of historical information, the Property was undeveloped from at least 1938 until 1950. In approximately 1955, the Property was developed as a gasoline filling station. A total of ten underground storage tanks (USTs) formerly existed on the Property. Operations ceased by 2015 when the building was razed, and the UST system removed from the ground.

The following environmental documents are known in connection with the Property:

- Phase I Environmental Site Assessment, 2313 Cedar Street, Holt, Michigan, prepared for Delhi Charter Township and Delhi Township DDA, completed by Parsons Brinckerhoff, dated June 9, 2015.
- Documentation of Due Care Compliance, 2313 Cedar Street, Holt, Michigan, prepared for Delhi Township DDA, completed by PM Environmental, dated December 24, 2015.
- Documentation of Due Care Compliance, 2313 Cedar Street, Holt, Michigan, prepared for Delhi Township DDA/Foster Swift Collins & Smith PC, completed by PM Environmental, dated December 20, 2016.
- Phase I Environmental Site Assessment, 2313 Cedar Street, Holt, Michigan, prepared for Michigan State University Federal Credit Union, completed by Triterra, dated June 16, 2018.

Soil and groundwater at the Property contain constituents at concentrations above the MDEQ Part 201 Generic Residential Cleanup Criteria (GRCC).

The soil sample results are summarized in Table 1. Soil Boring locations and analytical result exceedances are depicted in Figure 3. The following table summarizes the constituents in soil that exceeded the MDEQ Part 201 GRCC.

Soil Analytical Results Exceeding MDEQ Part 201 GRCC								
CONSTITUENT CAS NUMBER	SAMPLE LOCATION	MAXIMUM CONCENTRATION	RESIDENTIAL CRITERIA EXCEEDED					
Acrylonitrile 107131	SB-3 (d:7.0' - 8.0')	400	DW, GSI					
Naphthalene 91203	SB-3 (d:7.0' - 8.0')	800	GSI					
Benzene 71432	S-2 (d:3.0 – 4.0')	160	DW					
Xylenes (Total) 1330207	S-2 (d:3.0 – 4.0')	1,580	GSI					

Soil Analytical Results Exceeding MDEQ Part 201 GRCC							
CONSTITUENT CAS NUMBER	SAMPLE LOCATION	MAXIMUM CONCENTRATION	RESIDENTIAL CRITERIA EXCEEDED				
1,2,4-Trimethylbenzene 95636	S-2 (d:3.0 – 4.0')	680	GSI				

Note: DW = Drinking Water Protection Criteria, GSI = Groundwater-Surface Water Interface Criteria. Concentrations reported in ppb (parts per billion or  $\mu$ g/kg).

Groundwater Analytical Results Exceeding MDEQ Part 201 GRCC							
CONSTITUENT CAS NUMBER	SAMPLE LOCATION	MAXIMUM CONCENTRATION	RESIDENTIAL CRITERIA EXCEEDED				
Benzene 71432	TMW-3 (d:5.0' - 10.0') TMW-4 (d:5.0' - 10.0')	110 (TMW-4)	DW, GSI				
Xylenes (Total) 1330207	W-1	69	GSI				
1,2,4-Trimethylbenzene 95636	W-1	32	GSI				
Naphthalene 91203	TMW-3 (d:5.0' - 10.0') TMW-4 (d:5.0' - 10.0')	43 (TMW-3)	DW, GSI				

Note: DW = Drinking Water Criteria, GSI = Groundwater-Surface Water Interface Criteria. Concentrations reported in ppb (parts per billion or µg/L).

The Property meets the definition of a "facility", as defined by Section 20101 of PA 451, Part 201, as amended, due to the presence of acrylonitrile in soil, and naphthalene, benzene, xylenes, and 1,2.4-trimethylbenzene in both soil and groundwater at concentrations greater than the Part 201 GCC.

Based on the results of the subsurface investigation, some target parameters were detected in soil and/or groundwater at concentrations above respective laboratory method reporting limits but below Part 201 GRCC. Therefore, a potential exists that these constituents may be present at levels above Part 201 GRCC elsewhere on the Property. The extent of contamination above the GRCC has not been delineated.

## EXHIBIT 4 REIMBURSEMENT PETITION

## DELHI TOWNSHIP BROWNFIELD REDEVELOPMENT AUTHORITY REIMBURSEMENT PETITION

Petitioner:	
Date:	
Petition Number:	
Total Petition Amount:	
Eligible Cost Summary Department Specific Activities: Preparation of Brownfield Plan: Demolition:	\$ \$ \$
Asbestos, Led or Mold Abatement: Other Eligible Activity: Interest as Part of Reimbursement:	\$ \$ \$
Total:	\$

Eligible Cost Detail

- 1. Attach a summary of eligible activities and costs paid by the Petition during the preceding period. Identify the following for each claimed Eligible Activity.
  - a. Description of the Work
  - b. Identify the Vendor/Contractor/Service Provider
  - c. Cost Paid for the Work
  - d. If applicable, calculation of interest pursuant to Plan
- 2. Attach contract(s) and invoices of the Vendor/Contractor/Service Provider. Documentation must include sufficient detail to determine whether the work performed was for eligible activities; and
- 3. Attach Proof of Payment(s)

\_\_\_\_\_\_, being first duly sworn, deposes and says that (s)he is a duly authorized representative of \_\_\_\_\_\_, and that (s)he has read the foregoing Petition for Reimbursement of Eligible Costs from the Delhi Township Brownfield Redevelopment Authority and knows the contents of the Petition and supporting documentation thereof, and that the same are true and accurate.

	By: Print: Petitioner: Title: Address:		
STATE OF MICHIGAN COUNTY OF	) ) ss. )		
Subscribed and sworn to be	fore me by this _	day of	as representative of, 201
		Notary Public	
		Print Name	County, Michigan

Acting in \_\_\_\_\_ County, Michigan

My commission expires: \_\_\_\_\_