

DELHI CHARTER TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY MEETING

Meeting Location – Holt Community Center

4410 Holt Road, Holt, MI

Tuesday, May 28, 2019

7:00 p.m.

AGENDA

Call to Order

Pledge of Allegiance

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 April 30, 2019

Update: Esker Landing Construction Progress
Todd Sneathen, Hubbell, Roth & Clark, Inc.

Business

1. Second Amendment to Transfer/Development Agreement – Esker Square
2. Increase of Spending Authorization Limit

Late Agenda Item

3.

Reports

4. Executive Director
5. Farmers Market
6. Marketing Committee
7. Planning Commission
8. Supervisor
9. Treasurer
10. Members

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.

Adjournment

**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON APRIL 30, 2019**

The Downtown Development Authority met Tuesday, April 30, 2019 in a regular meeting at the Holt Community Center, 4410 Holt Road, Holt, Michigan. Chairperson Leighton called the meeting to order at 7:00 p.m. The Pledge of Allegiance was recited.

MEMBERS PRESENT: Harry Ammon, Rick Brown, Rita Craig, Tim Fauser, John Hayhoe, David Leighton, Steven L. Marvin, Nanette Miller, Sally Rae

MEMBERS ABSENT: None

OTHERS PRESENT: C. Howard Haas, DDA Executive Director, Lori Underhill, DDA Deputy Director

PUBLIC COMMENT: None.

SET/ADJUST AGENDA

There were no adjustments to the agenda.

Executive Director Haas welcomed new member Rick Brown to the Board. Mr. Brown was appointed as Holt Public Schools representative following the resignation of Kim Cosgrove.

APPROVAL OF MINUTES

Rae moved, Fauser supported, to approve the regular meeting minutes of January 29, 2019.

A Voice Poll Vote was recorded as follows: All Ayes

Absent: None

MOTION CARRIED

REPORT

HOLT FARMERS MARKET, FOOD FRENZYS, HOLT FEST

Chuck Grinnell, Holt Farmers Market Manager, presented his 2018 Annual Report of the Holt Farmers Market (Exhibit A). He highlighted that the Market realized a slight increase in token sales over 2017 despite the Realize Cedar construction. A decrease in EBT and WIC redemption can be attributed to cuts in the various aid programs. He thanked the Holt Lions Club for their assistance in providing the entertainment for the Open House event in November. In 2019, the Market will have 8 farm vendors that grow 100% of what they sell. One upgrade he would like to make is to install glass doors on the front of the building.

In May 2017, the Market hosted the first Food Frenzy event. It was so successful, another one was held in September. 5 events were hosted in 2018. Again, despite the Realize Cedar construction, they were all well attended. Those events highlighted the willingness of customers to park and walk. 5 Food Frenzy events are planned for 2019, the first being May 15, 2019. Mr. Grinnell thanked the Holt Lions Club for volunteering to help clean tables during the events.

**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON APRIL 30, 2019**

The Holt Hometown Festival, now in its 20th year, is being revamped and rebranded as Holt Fest and will take place on Saturday, August 17th. It will utilize the Cedar Street corridor to host 2 musical stages, Arts Council events, the Delhi Township Water Quality Awareness event, Touch-A-Truck, a kids area, vendor area, and end with laser light show. The stages will be located in the Veterans Memorial Gardens Amphitheater and at the Holt Farmers Market. The parade will begin at Holt United Methodist Church and proceed down Cedar Street to Holt Road. The Scottville Clown Band will be featured in the parade. A shuttle will be provided from designated parking areas throughout the day. Information can be found at www.holtfest.com.

REPORTS

Executive Director

Mr. Haas reported that he continues to meet regularly with The Gillespie Company regarding the construction of Esker Square. A Special Use Permit will be sought out to revamp the proposed floor plan to include some ground level apartments. Construction is anticipated to begin in June or July. A potential buyer is interested in the 37 acres at Holt and Holloway Drive. A Purchase/Development Agreement is being drafted. A groundbreaking ceremony was held earlier in April for the Michigan State University Federal Credit Union and was well attended by the public. A \$370,000 grant from the Michigan Department of Environment, Great Lakes, and Energy (formerly the Michigan Department of Environmental Quality) is being awarded for some of the clean-up of the site. Happy's Inn has been demolished. The small building on the site remains. Discussions with several potential users continue. Nanette Miller asked about the reduction in commercial space for Esker Square. Mr. Haas replied that the Development Agreement allows for the change, however, a Special Use Permit will be needed.

Advertising & Marketing Committee

Mr. Leighton reported that the Committee has been discussing the new Holt Fest and DDA websites. The Volunteer Bureau coordinator is looking to connect volunteers to events. Social media advertising has started to replace traditional print media.

Planning Commission

Ms. Craig reported that the Planning Commission met to discuss the rezoning of a large parcel of land on Krantz Road into 3 large lots.

Supervisor

Mr. Hayhoe reported a 250-unit apartment complex will be built on Cedar Street at Holbrook Drive. Delhi Township Manager John Elsinga's retirement is effective April 30, 2019, following 42 years of service. An Open House will be held from 4:00 to 6:00 at Township Hall. Tracy Miller will be the new Township Manager, effective May 1. Several ribbon cuttings have been held in recent weeks.

**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON APRIL 30, 2019**

Treasurer

Ms. Rae reported that the Township audit of fiscal year 2018 is in its final stages. Financial reports should be available in May.

Members

None.

Limited Comments

Gary Sherman, 4325 Bond Avenue, discussed several issues related to the Realize Cedar project.

ADJOURNMENT

The meeting was adjourned at 8:02 p.m.

Nanette Miller, Secretary

/lau

SUBJECT TO APPROVAL



**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY**
2045 NORTH CEDAR STREET, SUITE 2
TELEPHONE (517) 699-3866
FACSIMILE (517) 699-3878
www.delhidda.com

Date: May 21, 2019

To: DDA Board Members

From: C. Howard Haas, Executive Director

Re: Second Amendment to Transfer/Development Agreement – Esker Square

On August 30, 2017, the DDA entered into a Transfer/Development Agreement for the property known as Esker Square. This Agreement was subsequently amended on February 21, 2018 to include the construction of sanitary sewer on the property. Since that time, and as a result of discussions with the developer, it has become necessary to further amend the Agreement to extend the dates for commencement of Phase I and II of the project.

I therefore offer the following motion:

RECOMMENDED MOTION:

I move to approve the Second Amendment to the Transfer/Development Agreement between Delhi Township Downtown Development Authority and 2000 Cedar, LLC.

SECOND AMENDMENT TO TRANSFER/DEVELOPMENT AGREEMENT

This Second Amendment to Transfer/Development Agreement (hereinafter referred to as the “Second Amendment”) is made this ____ day of May, 2019, by and between Delhi Township Downtown Development Authority, a Michigan downtown development authority organized and operating under the Downtown Development Authority Act, MCL 125.1651, *et seq.*, as amended, whose address is 4410 Holt Road, Holt, Michigan 48842 (the “DDA”) and 2000 Cedar, LLC, a Michigan limited liability company, whose address is 329 South Washington Square, Suite 1, Lansing, Michigan 48933 (the “Developer”). With their respective signatures, the parties to this Second Amendment voluntarily bind themselves to the covenants contained herein, which covenants establish the mutual consideration for this Second Amendment.

WHEREAS, the DDA and the Developer entered into a Transfer/Development Agreement (hereinafter referred to as the “Agreement”) dated August 30, 2017; and

WHEREAS, the DDA and the Developer entered into a First Amendment to Transfer/Development Agreement (the “First Amendment”) dated February 21, 2018; and

WHEREAS, the DDA and the Developer desire to amend the Agreement and First Amendment upon the terms and conditions contained in this Second Amendment; and

WHEREAS, the consideration contained in the Agreement and First Amendment forms the basis for this Second Amendment; and

WHEREAS, except as amended by this Second Amendment, the remaining terms and conditions of the Agreement and First Amendment shall remain in full force and effect:

1. Purpose. The purpose of this Second Amendment is to extend the dates for commencement of construction of Phases I and II of the Project. Also, the parties desire to specifically define what is required for commencement of construction and to establish a procedure for performance.

2. Development. Paragraph IX of the Agreement is hereby deleted in its entirety and the following is inserted:

IX. Development. DDA and Developer agree that the Property was transferred to Developer subject to Developer’s construction of the Project. The Project is defined as the redevelopment of the 2.14 acre parcel of real property located within the Charter Township of Delhi, Ingham County, Michigan, and legally described in Exhibit A, attached hereto. The Project shall consist of the two-phase construction of two (2) three (3) story buildings with approximately 14,000 square feet of office/retail use on the first floor and approximately thirty (30) residential units or at Developer’s option two (2) three (3) story buildings with approximately 10,000 to 10,500 square feet of office/retail use on the first floor and approximately thirty-six (36) residential units each as ultimately approved by the Township. It is understood and agreed that Developer shall commence

construction of Phase I no later than October 31, 2019 and end approximately twelve (12) months thereafter. The Project time frame for Phase II shall be subject to market conditions, but it is estimated that Developer will commence construction on or about March 1, 2021 and end approximately twelve (12) months thereafter. Subsequent to conveyance of the Property to Developer and until construction of the Project has been completed, Developer shall make the reports in such detail and at such times as may reasonably be requested by the DDA as to the actual progress of Developer with respect to the construction of the Project. Notwithstanding the above, it is agreed that in the event Developer does not commence construction of the first three (3) story building, on or before October 31, 2019 (through no fault of the DDA, Charter Township of Delhi or Ingham County or an event of Force Majeure), then Developer shall provide a Warranty Deed to the East Lansing, Michigan, office of Transnation Title Insurance Company, which Warranty Deed transfers the Property to the DDA free from any mortgages or other encumbrances. Transnation shall hold the Warranty Deed in escrow for a period of thirty (30) days. During this thirty (30) day period if Developer commences construction of Phase I, the parties shall provide written notice to Transnation Title Insurance Company that the Warranty Deed shall be destroyed. If Developer does not commence construction of Phase I within this thirty (30) days period, at the end of the thirty (30) day period, the Warranty Deed shall be released to the DDA. During this thirty (30) day period, the DDA, at its expense, may perform Phase I and Phase II Assessments, a Baseline Environmental Assessment, or other due diligence as it decides is prudent. If the Warranty Deed is released to the DDA, this Agreement shall be of no further effect and neither party shall have any further obligation or liability to the other (except for such provisions that otherwise survive under this Agreement and for such other cooperation necessary for the Charter Township of Delhi's Brownfield Redevelopment Authority to properly administer, amend or terminate an existing brownfield plan, brownfield reimbursement agreement and the MDEQ brownfield grant contract). As used in this Paragraph IX, the phrase "commence construction" shall mean that all land balancing and removal of certain contaminated soils has been completed and the pouring of concrete for the Phase I foundation has commenced.

3. Force Majeure. Developer shall not be deemed to be in breach, default or otherwise responsible for delays or failures in performance resulting from acts of God, acts of war or civil disturbance, governmental action or inaction, earthquakes, unavailability of labor, materials, power or communication, delays caused by the discovery of any unknown environmental condition, or other causes beyond Developer's reasonable control.

4. Miscellaneous.

(a) Except as specifically modified by this Second Amendment, the Agreement and First Amendment shall continue in full force and effect and is hereby ratified and confirmed by this Second Amendment.

(b) This Second Amendment shall be construed, interpreted, and enforced under the laws of the State of Michigan.

(c) This Second Amendment shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

(d) All capitalized terms not defined in this Second Amendment shall have the same meaning as in the Agreement and First Amendment.

(e) In the event of any conflict between the terms of this Second Amendment and the terms of the Agreement and First Amendment, the terms of this Second Amendment shall govern and control.

(f) This Second Amendment may be executed in separate counterparts, including electronic and facsimile copies, each of which shall be deemed an original, all of which counterparts shall constitute one in the same Second Amendment.

WITNESSES TO DDA:

DDA:

**Delhi Township Downtown Development
Authority, a Michigan downtown
development authority**

By: _____
C. Howard Haas
Its: Executive Director

WITNESSES TO DEVELOPER:

DEVELOPER:

2000 Cedar, LLC, a Michigan limited liability company

By: The Gillespie Company, LLC,
a Michigan limited liability company
Its: Manager

By: Scott P. Gillespie Trust u/a/d 9/09/04
Its: Member

By: _____
Scott P. Gillespie
Its: Trustee

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TRANSFER / DEVELOPMENT AGREEMENT

This Transfer Agreement (with Development Restrictions) (this "Agreement") is entered into this 30 day of August, 2017 ("Effective Date"), by and between Delhi Township Downtown Development Authority, a Michigan downtown development authority, organized and operating under the Downtown Development Authority Act, M.C.L. § 125.1651, *et seq.*, as amended, whose address is 2045 Cedar Street, Holt, Michigan 48842 (the "DDA") and 2000 Cedar, LLC, a Michigan limited liability company, whose address is 329 South Washington Square, Suite 1, Lansing, Michigan 48933 ("Developer") (individually, a "Party," and collectively, the "Parties"), for the transfer by the DDA to Developer of a 2.14 acre parcel of real property located with the Charter Township of Delhi, Ingham County, Michigan, and legally described in Exhibit "A" attached (the "Property").

I. Property Transferred. Developer shall purchase and receive and the DDA shall sell the Property and, if any, all easements and all other interests and rights of the DDA which are appurtenant to the real estate, including, but not limited to, all right, title, and interest, if any, of the DDA in and to any land lying in street, road, or avenue in front of, within or adjacent to, or adjoining such land.

II. Purchase Price. The Property shall be purchased for the sum of One and 00/100 Dollar (\$1.00) (the "Purchase Price"). As additional consideration, Developer agrees to the Development provisions as contained in Paragraph IX below.

III. No Deposit. The DDA and Developer acknowledge and agree that no deposit is required.

IV. Closing and Possession. The closing of the sale described herein shall take place at the Lansing, Michigan office of Diversified National Title Agency, 500 E. Michigan Avenue, Suite 203, Lansing, Michigan 48912 (the "Title Agency"), which closing shall occur within sixty (60) days from the date that the contingencies contained herein are satisfied or waived. However, the Closing shall occur on or before January 30, 2018 (the "Closing"). At the Closing, the DDA shall transfer possession of the Property to Developer.

V. Property Taxes. The Property will be exempt from taxation (including special assessments) at the time of Closing. The Developer understands that the Property shall be placed on the appropriate tax rolls as is customary after the date of closing. The DDA shall pay all real property taxes, if any, on the Property prior to the date of the Closing. Developer shall be responsible for all real property taxes on the Property which become due on or after the date of the Closing.

VI. Acknowledgment and Disclaimer of Warranties. THE DDA DISCLOSES AND DEVELOPER ACKNOWLEDGES THAT THERE ARE RECOGNIZED ENVIRONMENTAL CONDITIONS ON THE PROPERTY AND THAT ANY AVAILABLE BASELINE ENVIRONMENTAL ASSESSMENTS HAVE BEEN PROVIDED TO THE DEVELOPER. THIS DISCLOSURE SATISFACTORILY DISCHARGES ANY DISCLOSURE NECESSARY BY DDA UNDER MCL 324.20116, MCL 324.20126(1)(c) OR OTHER APPLICABLE LAW.

VII. Environmental Matters.

(a) Definitions. For the purpose of this Agreement, "Environmental Law" shall mean any Federal, State, or local statutory or common laws relating to pollution or protection of the environment, including without limitation any common law of nuisance or trespass, and any law or regulation relating to emissions, discharges, releases or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes into the environment (including without limitation, ambient air, surface water, groundwater, land surface or subsurface soil strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes.

For the purpose of this Agreement, "Hazardous Substance" means any waste (including "hazardous waste" as defined in the Comprehensive Environmental Response, Compensation & Liability Act of 1980, as amended, and "solid waste" as defined in the Resource Conservation & Recovery Act of 1976, as amended, and state counterpart laws thereto), substance, pollutant, contaminant, oil petroleum product, commercial product or other substance (a) which is listed, regulated or designated as toxic or hazardous (or words of similar meaning and regulatory effect), or with respect to which remedial obligations may be imposed, under any Environmental Law or (b) exposure to which may pose a health or safety hazard.

(b) Liability. It is hereby acknowledged that Developer does not assume any responsibility or liability that DDA may have as a result of the environmental condition of the Property that may be imposed upon DDA by any state, federal or local law, rule, regulation or ordinance (including, but without limitation, any requirement to report, assess, investigate, abate and/or remediate the Property), resulting from a release of a Hazardous Substance upon the Property during DDA's ownership or operation of the Property before closing. This provision is without prejudice to the DDA's position that it has had no responsibility or liability for environmental conditions, except for due care or continuing obligations as set forth in Environmental Law.

It is hereby acknowledged that the DDA does not assume any responsibility or liability that Developer may have as a result of the environmental condition of the Property that may be imposed upon Developer by any state, federal or local law, rule, regulation or ordinance (including, but without limitation, any requirement to report, assess, investigate, abate and/or remediate the Property), resulting from a release of a Hazardous Substance upon the Property during Developer's ownership or operation of the Property after closing. This provision is without prejudice to the Developer's position that it will have no responsibility or liability for environmental conditions, except for due care or continuing obligations as set forth in Environmental Law.

(c) Environmental Remediation. The DDA, through the Delhi Charter Township Brownfield Redevelopment Authority, has used multiple Environmental Consultants to conduct investigations and prepare initial Phase I and Phase II and other assessment reports regarding the environmental condition of the Site. As a result of these investigations, the Site has been deemed a "facility" as defined by Public Act 451 of 1994, MCL 324.20101. A Baseline Environmental Assessment pursuant to Part 201 shall be provided to Developer for review and submission by the

Developer to MDEQ. DDA also agrees to pay for an updated Phase I and Phase II Environmental Report covering the entire Site necessary to satisfy financing requirements.

Developer's obligation to close this transaction is expressly conditioned upon Developer's receipt of the MDEQ's acknowledgment of its receipt of the Baseline Environmental Assessment to be submitted to the MDEQ, pertaining to the Property. Any stated closing date for this transaction shall be extended to accommodate the receipt of said acknowledgment from the MDEQ. Developer shall have one hundred twenty (120) days from the date of the execution of this Agreement by both parties or sixty (60) days from receipt of the updated Phase I and Phase II Environmental Reports by Triterra Environmental Consultants (whichever is later), to conduct at Developer's sole expense, such additional environmental studies of the Property, and other studies to further evaluate conditions, broadly defined by federal, state and local law, and to determine whether the Property is suitable for the Development relative to soil quality, wetlands and unexcavated materials that may exist on the Property. To the extent such study is or has been performed, Developer will provide a copy of all reports or studies prepared pursuant to this subsection VII. (c) to DDA within fifteen (15) days of receipt and will advise the DDA if it is satisfied with the environmental condition of the Property or, to the extent Developer elects not to conduct such study, Developer shall have waived the right to do so. If, within one hundred twenty (120) days from execution or sixty (60) days from the receipt of the aforementioned Environmental Reports (whichever is later), the Developer determines that it is not satisfied with the condition of the Property, Developer may cancel this Agreement in writing, with no further liability or obligation by either party with regard to this Agreement. DDA and Developer agree to use their best efforts to facilitate, apply for and obtain all reasonably available Federal, State and other grants, funds, and assistance that may be available to the Site or the Project. Regardless of whether Developer does or does not conduct such a study, if no notice of cancellation is sent by Developer to DDA within one hundred twenty (120) days following execution of this Agreement or sixty (60) days from the receipt of the aforementioned Environmental Reports (whichever is later), the Developer agrees that it (subject to the remaining provisions of this section) has accepted the Property in its present condition "AS IS."

Following closing, the Developer shall take such remedial action as necessary to prepare the Site in an environmental condition that will allow the development as provided in this Agreement and shall respond and take such remedial action as may be mandated by the MDEQ to remove at or from the Site any Hazardous Substances discovered at the Site as a result of this investigation, subject to the DDA's assistance in securing funds to pay for or reimburse the Developer through the Brownfield Redevelopment Authority ("BRA") and the Michigan Economic Development Corporation ("MEDC"). If the Developer does not cancel this Agreement and closes on the Property, the Developer shall have unconditionally released the DDA from and against any and all liability, if any, the DDA may have to the Developer, both known and unknown, present and future, for "environmental damage," degradation, response, remediation and cleanup costs to the Property arising out of Environmental Laws or the presence of Hazardous Substances on, under, or about the Property at the date of Closing.

(d) Utility Improvements. The DDA, at no cost to itself, will request that the County/Township abandon existing sanitary and storm sewers that are not now being used or that the County/Township elects, at its sole discretion not to use in the future. The Developer shall be

responsible without any cost or expense to the Township/DDA for construction location and installation and any utilities for the Project, including connections or improvements to existing utility systems, within the boundaries of the site. Utilities include, but are not limited to, water, sanitary, sewer, storm drains, mains, electric, gas, telephone, cable, communications, fiber optic or other public utility lines owned by any public utility company, that may be necessary to construct, improve and support the Project on the Property. The Developer shall be responsible for obtaining any permits required for any such installation.

VIII. Inspections; Tests; the DDA's Provision of Documents. Developer or its agents, representatives and/or independent contractors, shall have the right and license to enter upon the Property upon reasonable advance notice to the DDA, for the purposes of making any and all survey, appraisals, explorations, soil test, inspections, environmental reports, wetlands and flood plain evaluations, water and perk tests, and the like, all of which inspections and approvals shall be completed within one hundred twenty (120) days from the Effective Date. Developer shall then have five (5) days after the expiration of the one hundred twenty (120) day inspection period to determine whether it is satisfied with the condition of the Property. In the event that Developer is not satisfied with the condition of the Property and so notifies the DDA as set forth herein, the Agreement shall terminate and except for any damage that Developer has caused to the Property as a result of its inspections, neither Party shall have any further liability or responsibility thereunder. Developer shall be responsible for and indemnify and hold harmless the DDA, including the DDA's attorneys' fees, from and against any property damage and/or personal injury as a result of any inspections. The DDA agrees to provide to Developer, within ten (10) days of the Effective Date, such reports and other documents in its possession, that the DDA is able to locate in its records and files after making a reasonable search, regarding the maintenance and condition of the Property.

IX. Development. DDA and the Developer agree that the transfer of the Property to Developer is subject to Developer's construction of the Project. The Project is defined as the redevelopment of the 2.14 acre parcel of real property located within the Charter Township of Delhi, Ingham County, Michigan and legally described in Exhibit A, attached hereto. The Project shall consist of the two-phase construction of two (2) three (3) story buildings with between 10,000 and 14,000 square feet of office/retail use on the first floor and between 20 to 30 residential units each as ultimately approved by the Township. It is understood that the Project time frame for Phase I shall start no later than July 1, 2018 and end approximately twelve (12) months thereafter. The Project time frame for Phase II shall be subject to market conditions but is estimated to commence on or about September 1, 2019 and end on or about August 31, 2020. Subsequent to conveyance of the Property to the Developer and until construction of the Project has been completed, the Developer shall make the reports in such detail and as such times as may reasonably be requested by the DDA as to the actual progress of the Developer with respect to the construction of the Project. Notwithstanding the above, it is agreed that in the event Developer does not break ground for the construction of the first three (3) story building, on or before July 1, 2018 (through no fault of the DDA, Charter Township of Delhi or Ingham County), then DDA shall have the right to terminate this Agreement upon providing the Developer with notice of its intent to terminate. Termination is subject to the DDA, at its expense, first performing Phase I, Phase II Assessments and Baseline Environmental Assessment or other due diligence as it decides is prudent and the Developer's, at its expense and upon DDA's subsequent notice of being satisfied with due

diligence, execution of a Warranty Deed transferring the Property to the DDA. At the Developer's cost, the Property shall be free from any mortgages or other encumbrances at the time that it is transferred to the DDA. In such event, this Agreement shall be of no further effect and neither Party shall have any further obligation or liability to the other (except for such provisions that otherwise survive under this Agreement).

X. Economic Development / DDA's Obligations. Developer and DDA each agree to use commercially reasonable efforts to pursue reasonably available support for the Project including, but not limited to, PA Act 381, Brownfield Tax Increment Financing ("T.I.F."), Michigan Economic Development Corporation – Community Revitalization Program ("CRP"); Michigan Department of Environmental Quality ("MDEQ") Brownfield Redevelopment Grant and Loans. If any of the above approvals are not given or met prior to Closing (i) the Parties may waive that condition and proceed to Closing; (ii) the Parties may, without amending this Agreement, but in writing extend the date for Closing until such approvals can be obtained and/or steps completed; or (iii) Developer may terminate this Agreement in writing, with no further liability or obligation by either Party with regard to this Agreement.

DDA also agrees that it will:

(a) Assist, at no third party cost, in obtaining a commercial anchor tenant for Developer's Project.

(b) Prepare or arrange preparation of a Brownfield Plan that Developer can submit the Brownfield Plan to the governing board in accordance with Public Act 381 of 1996, M.C.L. § 125.2651, *et seq.*, as amended.

(c) Assist, at no third party cost, Developer in obtaining Delhi Charter Township approvals required for Developer's project.

(d) Subject to approval from the Michigan Economic Development Corporation ("MEDC"), assist Developer with all other reasonably available incentives relating to the Property.

(e) Participate in the cost of branding and marketing the Project, the total amount of which shall not exceed \$1,900.00.

XI. Attorney's Opinion. Developer acknowledges that the DDA has recommended that Developer retain an attorney to pass on the marketability of the title to the Property and to review the details of the sale before the Closing.

XII. Special Assessments. Special assessments which are or become a lien on the Property before the Closing shall be paid by the DDA. Special assessments which become a lien on the Property on or after the Closing shall be paid by Developer.

XIII. Title Insurance and Survey. Within ten (10) days of the Effective Date of this Agreement, the DDA shall obtain from the Title Agency, at the DDA's expense, a commitment for a policy of title insurance, without standard exceptions, in the amount of the Purchase Price (the

"Title Commitment"). Developer, in its reasonable discretion, shall determine whether all matters of title are satisfactory within thirty (30) days of Developer's receipt of the Title Commitment (the "Inspection Period"). If Developer reasonably objects to any matters of title and Developer so notifies the DDA in writing of such objection (the "Objection Notice") before the expiration of the Inspection Period, then the DDA shall have ten (10) days from the date the DDA receives the Objection Notice to either: (1) remedy the title defects described in the Objection Notice and obtain and deliver to Developer the revised Title Commitment which reflects that all such defects have been remedied; or (2) notify Developer and the Title Agency that the DDA is unable or unwilling to remedy the defects, in which event Developer shall, at its option, within ten (10) days after receipt of such notice from the DDA, either terminate this Agreement (subject to those obligations which by their terms survive termination) or waive Developer's title objections, and proceed to the Closing, subject to satisfaction or waiver of Developer's other pre-Closing contingencies. The DDA shall use its best efforts to cure any Objections. If Developer proceeds to the Closing, all exceptions set forth in the Title Commitment shall be deemed "Permitted Exceptions." The Title Commitment shall be accompanied by copies of all recorded exceptions to title referred to therein. At the Closing, the Title Agency shall deliver to Developer a satisfactorily "marked up" Title Commitment. The Title Insurance Policy to be issued pursuant to the marked up Title Commitment shall contain such endorsements as Developer may reasonably require.

The DDA has provided, at its expense, a current ALTA survey of the Property, prepared by a licensed Michigan land surveyor or civil engineer (the Survey), containing an accurate metes and bounds description and certification of the acreage of the Property, and identifying the location of all structures, easements, rights-of-way, improvements and encroachments thereon. The Survey shall be certified to Developer, DDA and the Title Company. The Survey shall otherwise be in a form that enables the Title Company to insure over standard survey exceptions. Developer shall have said sixty (60) days to review the same and provide notice to the DDA of any objections ("Survey Defects"). The DDA shall elect within ten (10) days after receipt of the notice of Survey Defects to notify Developer in writing whether the DDA elects to cure the Survey Defects (the "Survey Cure Notice"). The DDA shall use its best efforts to cure any Survey Defects. If the DDA gives Developer such written notice that the DDA elects to cure, the DDA shall have Thirty (30) days from the date of receipt by the DDA of the written notice from Developer of Survey Defects to cure such Survey Defects (the "Survey Cure Period"). If the DDA gives Developer notice that it declines to cure or does not give Developer timely written notice that the DDA elects to cure the Survey Defects, then the DDA shall be deemed and construed to have elected not to cure any of the Survey Defects. If the DDA elects not to cure any Survey Defect, Developer may either (a) elect to close on the Property subject to any Survey Defects not then cured (in which event such defects shall be deemed waived and accepted by the Developer) or in the alternative (b) Developer may terminate this Agreement by giving notice to the DDA within ten (10) days after the later of (i) receipt of written notice from DDA that it elects not to cure the Survey Defects; or (ii) expiration of the Survey Cure Period. If no notice of termination by the Developer is given to the DDA in writing within the time provided in the preceding sentence, then Developer agrees that it has accepted the Property with all Survey Defects.

XIV. Warranty Deed. At the Closing, the DDA shall deliver to Developer a warranty deed for the Property. The Property shall be delivered to the Developer on the Closing date free from all liens, encumbrances, claims of others, special assessments, taxes or otherwise. However,

the warranty deed shall be subject to the Permitted Exceptions. The warranty deed shall clearly state on the face thereof that the recording of said deed is exempt from State transfer tax by reason of 1966 PA 134 as amended; M.C.L. 207.505(h)(i) and 1932 PA 330 as amended M.C.L. 207.526(h)(i).

XV. Conditions Precedent. In addition to any other conditions stated in this Agreement, the obligations of the Developer to close are further conditioned on all of the following separate conditions precedent being met or extinguished, unless waived in writing: (i) DDA submission of an Owner's Policy of Title Insurance as required herein; (ii) Developers receipt of MDEQ approval as provided herein; (iii) The Developer's completion of its due diligence review of the site, Project, Survey, Title Work, easements, restrictions, environmental, approvals and all other matters that impact the Developer's intended development and use of the Property, which shall be satisfactory to Developer in its sole and absolute discretion within one hundred twenty (120) days of the Effective Date or sixty (60) days from receipt of the Environmental Reports (whichever is later); (iv) Developer's receipt of the required public support as provided herein; and (v) Developer's receipt of all required governmental approvals as provided herein.

XVI. Development of Project. Except for the development requirements provided in Paragraph IX, above, the Parties acknowledge that as costs, product demands and market conditions change, development and use of the Project may be modified to meet current conditions, costs, constraints and demands. Any substantive changes to the Project must be reviewed and approved, in writing, by the DDA and the Township Community Development Department. If Phase II of the Project is delayed, Developer shall maintain the Property in good condition pending its subsequent development.

XVII. Time of Essence. Time is of the essence with respect to all dates and times set forth in this Agreement.

XVIII. Closing Costs. At the Closing, the DDA shall pay the costs of preparation of the warranty deed, title policy, transfer tax (if any), updated Phase I and Phase II Environmental Reports and updated ALTA Survey acceptable to Developer's Lender and any attorneys' fees incurred by the DDA. At the Closing, Developer shall pay the costs of recording the warranty deed, attorneys' fees incurred on behalf of Developer, and inspection costs initiated by Developer. The DDA and Developer shall each pay one-half (1/2) of the Closing fee charged by the Title Company to close this transaction.

XIX. Notices. All notices required or given under this Agreement shall be in writing and either delivered personally or mailed by regular mail addressed to the Parties at their addresses specified above. Mailed notices shall be effective upon mailing.

XX. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and shall be deemed to supersede and cancel any other agreement between the Parties relating to the transactions herein contemplated. Each Party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either Party.

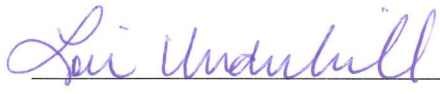
XXI. Amendments. This Agreement may be amended or modified only by a document in writing executed by each of the Parties.

XXII. Successors and Assigns. This Agreement shall bind and benefit the Parties and their respective successors and assigns.

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

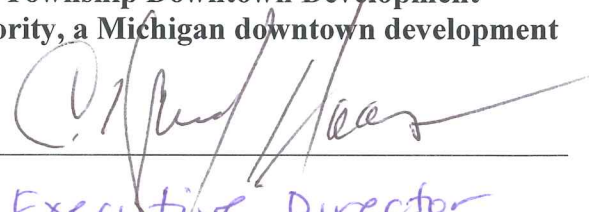
XXIV. Counterpart Signatures. This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

WITNESSES:



Lori Underhill

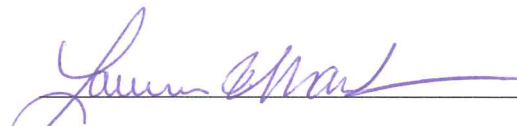
**Delhi Township Downtown Development
Authority, a Michigan downtown development**

By: 

Its: Executive Director

Dated: August 31, 2017

WITNESSES:



LAUREN A. MARTIN

**2000 Cedar, LLC,
a Michigan limited liability company**

By: The Gillespie Company, L.L.C.
Its: Manager
By: Scott P. Gillespie Trust u/a/d 9/9/04
Its: Member

By: 

Scott P. Gillespie, Trustee

Dated: August 30, 2017

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Real property located within the Charter Township of Delhi, Ingham County, Michigan, legally described as follows:

Lot 14, 15, 16, 17, 18, 19 and 20, of Supervisor's Plat No. 6, Township of Delhi Charter, Ingham County, Michigan, according to the recorded Plat thereof, as recorded in Liber 11, Page(s) 34, Ingham County Records.

ALSO

Lot 66, of Arlington Park and a parcel of land lying Easterly of and adjacent to the South 120 feet of the Easterly line of Lot 20, of Supervisor's Plat No. 6, being a subdivision of the Southwest ¼ of Section 14 and the Northwest ¼ of Section 23, T3N, R2W, according to the recorded Plat thereof, as recorded in Liber 11, Page(s) 34, Ingham County Records, said parcel of land being 50 feet as measured in the Northeasterly and Southwesterly direction and 120 feet as measured in the Northwesterly and Southeasterly direction and being a part of the former Lansing and Jackson Railway Company right of way, Township of Delhi Charter, Ingham County, Michigan, according to the recorded Plat thereof, as recorded in Liber 7, Page(s) 32, Ingham County Records.

Parcel Identification Nos. _____ (the "Property")

15322:00021:3115024-1

FIRST AMENDMENT TO TRANSFER/DEVELOPMENT AGREEMENT

This First Amendment to Transfer/Development Agreement (hereinafter referred to as the "First Amendment") is made this 21 day of February, 2018, by and between Delhi Township Downtown Development Authority, a Michigan downtown development authority organized and operating under the Downtown Development Authority Act, MCL 125.1651, *et seq.*, as amended, whose address is 2045 Cedar Street, Holt, Michigan 48842 (the "DDA") and 2000 Cedar, LLC, a Michigan limited liability company, whose address is 329 South Washington Square, Suite 1, Lansing, Michigan 48933 (the "Developer"). With their respective signatures, the parties to this First Amendment voluntarily bind themselves to the covenants contained herein, which covenants establish the mutual consideration for this First Amendment.

WHEREAS, the DDA and the Developer entered into a Transfer/Development Agreement (hereinafter referred to as the "Agreement") dated August 30, 2017; and

WHEREAS, the DDA and the Developer desire to amend the Agreement upon the terms and conditions contained in this First Amendment; and

WHEREAS, the consideration contained in the Agreement forms the basis for this First Amendment; and

WHEREAS, except as amended by this First Amendment, the remaining terms and conditions of the Agreement shall remain in full force and effect:

1. Purpose. The purpose of this First Amendment is to provide design and construction services to replace the existing ten (10) inch sanitary sewer located on the Northeast side of Cedar Street, within the easement along the rear lots of the Developer's Esker Square Project (the "Sanitary Sewer Replacement" or "SSR"). The parties agree that the scope of work for the SSR will be limited to the connection to the new sanitary sewer manhole on Veterans Drive and heading Northwest approximately six hundred (600) feet to the new sanitary sewer structure on Bond Avenue. The new sanitary sewer main will replace the existing sanitary sewer main in that location.

2. Services. The services to be provided by the Developer will include the design and construction of all related sanitary sewer piping, fittings, required connections to the new and existing sanitary sewer, new manhole structures, and any lead material necessary to provide sanitary sewer service to the lots adjacent to the new sanitary sewer main. The SSR shall be designed and constructed in full compliance with all Delhi Charter Township standards and requirements.

3. Costs. The Developer shall pay the initial cost of the SSR and not permit liens of any kind to be placed upon the SSR. The Developer will provide the "as bid" costs of the SSR to the DDA's engineer, Hubbell, Roth & Clark, Inc. ("HRC"). Upon receipt of the proposed costs of the SSR, HRC will review these costs with the DDA. Upon recommendation and approval of these costs, the DDA will provide notice, in writing, to the Developer to proceed with construction.

4. Reimbursement. The DDA agrees to reimburse the Developer for the cost of the SSR, plus an additional fee of fifteen percent (15%) to reimburse the costs of engineering design and general conditions associated with the SSR. The parties agree that the costs of any leads shall be prorated so that the DDA pays the costs of the leads located within the easement area and the Developer pays for the costs of the leads located on the Developer's property.

5. Reimbursement Payment. Upon commencement of construction of the SSR, the Developer may submit reimbursement requests, on a monthly basis, for work that has been completed. All invoices must be submitted timely and in accordance with the DDA's schedule. Upon review and verification that the work has been completed and receipt of sworn statements and waivers of lien, the DDA shall reimburse the Developer for the work performed, including the additional fifteen percent (15%) fee described above.

6. Completion and Final Inspections. Upon completion of the SSR and all required inspections and testing, the DDA shall make final payment to the Developer for the work. At the time of final payment, the Developer shall provide a deed of grant and any other documents necessary to transfer ownership of the sanitary sewer line and other personal property related to the SSR to Delhi Charter Township. The sanitary sewer will then be placed into operation and be owned and operated by Delhi Charter Township.

7. Miscellaneous.

(a) Except as specifically modified by this First Amendment, the Agreement shall continue in full force and effect and is hereby ratified and confirmed by this First Amendment.

(b) This First Amendment shall be construed, interpreted, and enforced under the laws of the State of Michigan.

(c) This First Amendment shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

(d) All capitalized terms not defined in this First Amendment shall have the same meaning as in the Agreement.

(e) In the event of any conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall govern and control.

(f) This First Amendment may be executed in separate counterparts, including electronic and facsimile copies, each of which shall be deemed an original, all of which counterparts shall constitute one in the same First Amendment.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

WITNESSES TO DDA

Hugh Jensen
Levi Underhill

WITNESSES TO DEVELOPER

Samuel Maat
Levi Underhill

DDA:

**Delhi Township Downtown Development
Authority, a Michigan downtown
development authority**

By: C. Howard Haas
Its: Executive Director

DEVELOPER:

**2000 Cedar, LLC, a Michigan limited
liability company**

By: The Gillespie Company, LLC,
a Michigan limited liability company
Its: Manager

By: Scott P. Gillespie Trust u/a/d 9/09/04
Its: Member

By: Scott P. Gillespie
Its: Trustee



**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY**

4410 HOLT ROAD, HOLT, MI 48842

TELEPHONE (517) 699-3866

FACSIMILE (517) 699-3878

www.delhidda.com

May 13, 2019

To: DDA Board Members

From: C. Howard Haas, Executive Director

Re: Increase of Spending Authorization Limit

Article VIII, Section 2 of the By-Laws of the Delhi Charter Township Downtown Development Authority states

All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness drawn on Authority funds in excess of \$1,500.00 must be endorsed by any two of the following: Chairperson, Vice-chairperson, Secretary, Treasurer, or Executive Director. Checks under \$1,500.00 may be signed by any one of the foregoing.

On November 15, 2016 Delhi Charter Township amended Policies No. 119 (Purchasing) and No. 120 (Accounts Payable) to increase the purchasing and spending authorization limits for Department Heads to \$2,500.00. I recommend we amend the DDA By-Laws similarly to bring them into line with current Township policies.

RECOMMENDED MOTION: I move that the Delhi Charter Township Downtown Development Authority amend Article VIII, Section 2 of the By-Laws to increase the spending authorization limit from \$1,500.00 to \$2,500.00 to bring the By-Laws into line with current Township policy.

DELHI TOWNSHIP POLICY MANUAL

I. SUBJECT

PURCHASING

II. PURPOSE

To provide guidelines for the authorization and processing of purchasing transactions and to ensure that proper controls are in place with respect to the procurement of goods and services with Township funds.

III. SCOPE

This policy applies to all employees and officials of Delhi Charter Township

IV. POLICY

It shall be the general policy of Delhi Charter Township to purchase materials and services from the most economical source. Purchases should be made from Township establishments unless it can be shown that the required material or service is not readily available from Township sources at a competitive price.

A. Authorization to Purchase.

Unless otherwise noted, each department head is authorized to purchase materials and services within the guidelines of their departmental budget and are responsible for expending funds in accordance with this policy.

Departments shall not consider appropriations contained in the budget as a mandate to expend Township funds, nor does the budget constitute authorization to commit the Township as such authorization originates from the provisions of this purchasing policy.

The Township shall not be responsible for any obligations incurred by an official or employee that is contrary to the provisions of this purchasing policy.

1. Credit Cards. Credit cards are an allowed method of purchase for

purchases authorized under Township Policy No. 123 - Credit Card Transactions.

2. Petty Cash. Petty cash should be used for purchases under \$50 when there is no township account with the vendor. Each department head or designee is responsible for the disbursement of petty cash funds. The Township Manager shall approve the establishment of petty cash accounts and the limits thereof.
3. Purchases up to \$2,500. Department heads are authorized to purchase materials and services up to \$2,500 if funds are available within their departmental budget. A department head may temporarily designate in writing an individual to temporarily authorize purchases during his/her official time off. The designation must be in writing and be approved by the Township Manager.
4. Purchases from \$2,500 to \$20,000. Purchases in excess of \$2,500 shall be approved by the Township Manager. The Assistant Township Manager-HR, Township Clerk or Treasurer is authorized to carry out the purchasing duties of the Township Manager during his/her official time off.
5. Purchases over \$20,000. The Township Board shall approve all purchases and contracts over \$20,000.
6. Professional Services and Contracts. All professional services and contracts over \$2,500 are to be signed by the Township Manager. All professional services and contracts over \$20,000 must be approved by the Township Board.
7. Legal Services. The Township Manager must approve all new or non-routine requests for legal services.
8. Education and Training. The Township Manager must approve all requests for continuing education, conferences, seminars, and reimbursement of the same, including all related expenses.
9. Change Orders. The Township Manager shall have the authority to approve change orders in amounts up to 10% of the total original price for each change order and up to 20% of the price for the cumulative value of all change orders on a given project. Change orders exceeding the 10% or 20% limits shall be submitted to the Township Board for approval.

B. Purchase Order System.

Purchase orders are to be used to indicate prior approval for the purchase of goods and services. The purchase order is also used as a budgeting and management tool as well as a method for maintaining internal controls. Purchase orders are required for purchases in excess of \$1,000. The following exceptions do not require a purchase order:

- Authorized credit card purchases under \$2,500
- Payroll
- Utilities (sewer, electric, water, gas, telephone, mobile phones)
- Education and training (seminars, conferences)
- Mileage
- Postage
- Gasoline/fuel
- Request for reimbursements
- Publications/subscriptions
- Memberships/dues
- Emergency repairs
- Professional services (legal, engineering, auditing, computer)
- Contractual obligations (including employee benefits and property and liability insurance renewals)

1. Timing. Purchase orders are not to be issued after goods or services are purchased.
2. Blanket Purchase Orders. A blanket purchase order may be issued for the purchase of routine products and materials on an on-going basis. All blanket purchase orders must be pre-approved by the Township Manager.

C. Quotes.

A minimum of three (3) written quotes shall be requested for all purchases over \$5,000. When practical, written specifications should be provided to vendors to ensure comparative quotes. Quotes are not required for recurring purchases from established suppliers or contractors. Consideration may be given to vendors other than the lowest quote if justifiable circumstances exist that would warrant the same.

D. Sealed Bids.

Sealed bids may be required from time to time by the Township Board. Consideration may be given to vendors other than the lowest bid if justifiable circumstances exist that would warrant the same.

E. Conflicts of Interest

1. Township Board. No member of the Township board shall vote on bid selections for vendors where the Board member, individually or through a business in which he or she is an owner, partner, or has a financial interest, directly or indirectly, other than as an employee. This will include bids where the Board member is a contractor or sub-contractor on any Township construction projects. In instances such as these the Township board member should abstain from voting.

2. The Township board member shall not participate, as an agent or representative of the Township in approving, disapproving, voting upon, abstaining from voting, recommending or otherwise acting upon any matter in which he or she, or a relative has a direct or indirect financial interest without disclosing the full nature and extent of their interest.

3. Contracts with Former Employees. To avoid the potential for conflict of interest, or any appearance thereof, the Township requires that all requests for entering into professional service contracts with former Township employees be approved by the Board.

4. Vendor/Township Employee Relationships. To avoid any real or perceived conflict of interest, all proposals or contracts for professional services should, to the extent possible, identify any relative of the contractor or his/her employees who are presently employed by the Township

5. Contracts with Employees. Current employees are prohibited from doing business with the Township outside their capacity as employees.

F. Exceptions, Deviations, and Interpretations of this Policy.

These shall be referred to the Township Manager or designee.

POLICY NO. 120
ADOPTED July 15, 2003
AMENDED November 15, 2016

DELHI TOWNSHIP POLICY MANUAL

I. SUBJECT

ACCOUNTS PAYABLE

II. PURPOSE

To provide guidelines for the authorization and processing of accounts payable to ensure that proper controls are in place with respect to the review, approval and payment of disbursements with Township funds.

III. SCOPE

This policy applies to all employees and officials of Delhi Charter Township.

IV. POLICY

Prior to the disbursement of accounts payable, it shall be the policy of Delhi Charter Township that

- all disbursements be authorized for payment in writing by the appropriate department head or designee.
- the budgetary line item is clearly designated to which the expense is charged.
- the purpose of the expenditure is clearly identified.
- the Township Purchasing Policy has been followed.

A. Authorization for Payment.

Authorization for payment of claims (accounts payable) is made by the department head or designee who is responsible for the budgetary cost center to which the expense will be charged (except as noted in Section C below).

The Parks and Recreation Director is responsible to the Township Parks Commission for the purchase of all goods and services processed and paid through the Township purchasing and accounts payable systems.

The Downtown Development Authority Executive Director is responsible to the Downtown Development Authority Board for the purchase of all goods and services processed and paid through the Township purchasing and accounts payable systems.

1. Disbursements up to \$2,500. Department heads may authorize payment for disbursements up to \$2,500. A department head may temporarily designate in writing an individual to temporarily authorize disbursements during his/her

official time off. The designation must be in writing and be approved by the Township Manager.

2. Disbursements from \$2,500 to \$20,000. The Township Manager may authorize payment for disbursements from \$2,500 to \$20,000. The Assistant Township Manager-HR, Township Clerk or Treasurer may authorize payment for disbursements in the absence of the Township Manager during his/her official time off.
3. Pre-Authorized Disbursements. Pre-authorized disbursements as listed under Section B. 1. Below are not subject to these preceding authorization requirements as listed in Section A.1. and A.2. Pre-authorized disbursements shall be approved for payment by designated employees as authorized in writing by the Township Manager.

B. Township Board Approval

The Township Board shall review and approve, at each regular meeting of the Board, all claims for disbursement with the exception of pre-authorized disbursements, as follows:

1. Pre-authorized Disbursements.

The following disbursements are pre-authorized by the Township Board for payment and may be mailed prior to each regular meeting of the Board, as follows:

- Escrow Funds
- Bond Payments and related Fees
- Tax Payments and Adjustments
- Sewer and Tax Refunds
- Utility Bills
- Postage
- Payroll
- Employee Benefits
- Liability & Property Insurance and Bonds
- Disbursements authorized by the Delhi Township Park Commission
- Disbursements authorized by the Delhi Downtown Development Authority

C. Certification of Funds.

The Director of Accounting shall certify all fund totals by his/her signature on the accounts payable approval report.

D. Review of Disbursements.

1. The Township Manager, Treasurer and Clerk shall review all disbursements and shall verify by their signature that each has reviewed the same. In the absence of the Manager, Treasurer or Clerk, the Assistant Township Manager-HR, Assistant Township Treasurer or Assistant Township Clerk shall review all disbursements and verify by their signature that each has reviewed the same
2. The Township Manager, Treasurer and Clerk may, for any reason, suspend payment of a given disbursement as appropriate.
3. All items over \$20,000 that do not have prior approval of the Township Board shall be held until approved by the Township Board. These disbursements will be mailed following the next regular meeting of the Township Board.

E. Exceptions, Deviations, and Interpretations of this Policy.

These shall be referred to the Township Manager.