

Pursuant to the Governor's Order to "Stay Home, Stay Safe" and Executive Order 2020-154, the DDA Board will conduct its September 29, 2020 meeting remotely. To access the remote meeting visit:
<https://us02web.zoom.us/j/81854733360?pwd=SzFGN1VleEQ4Q1hVaHhHaU1IT2hidz09>
and enter password 748183, or visit zoom.us (Meeting ID 818 5473 3360)

DELHI CHARTER TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY MEETING
Tuesday, September 29, 2020
7:00 p.m.
AGENDA

Call to Order

Roll Call

Protocol for Comments from the Public during Virtual Meetings

To ensure the integrity and productiveness of the DDA Board meeting while using virtual/web meetings, the following guidelines will be followed: 1. All participants except the Board will be kept on mute until such time that public comments are appropriate; 2. Comments shall be limited to 90 seconds; 3. To comment on an agenda item during that item, select the "raise hand" feature located on your Zoom screen. The moderator will announce you by name and then unmute you. You will have 90 seconds to speak only on that agenda item before being placed back on mute; 4. General Comments will be limited to the end of the meeting only. To make a general comment, select the "raise hand" feature located on your Zoom screen. The moderator will unmute you when it is your turn to comment. You will have 90 seconds to speak on any DDA related matter before being placed on mute again.

These guidelines are established to ensure virtual meetings run smoothly and without unnecessary interruption. Any participant found to be disruptive or using inappropriate language or material will be removed from the meeting immediately.

Set/Adjust Agenda

Approval of Minutes: Regular Meeting of August 25, 2020

Business

1. Esker Square Update – Scott Gillespie, The Gillespie Company
2. Third Amendment to Transfer/Development Agreement – Esker Square
3. 2021 FY DDA Budget – Set Public Hearing for October 27, 2020

Late Agenda Item

4.

Reports

5. Executive Director
6. Deputy Director
7. Marketing Committee
8. Planning Commission
9. Supervisor
10. Treasurer
11. Members

Limited Comments

Please see "Protocol for Comments from the Public during Virtual Meetings" at beginning of the Agenda for instructions on how to make a general comment.

Adjournment

**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON AUGUST 25, 2020**

The Downtown Development Authority, pursuant to the Governor's Executive Order to "Stay Home, Stay Safe" and Executive Order 2020-75, conducted its regular Tuesday, August 25, 2020 meeting remotely. Chairperson Leighton called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: Rick Brown, Rita Craig, John Hayhoe, David Leighton, Steven L. Marvin, Nanette Miller (7:03)

MEMBERS ABSENT: Harry Ammon, Tim Fauser, Sally Rae

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

Delhi Township IT Director, Tristan Knowlton, read the Protocol for Comments from the Public during Virtual Meetings to the audience.

SET/ADJUST AGENDA There were no adjustments to the agenda.

APPROVAL OF MINUTES

Marvin moved, Craig supported, to approve the regular meeting minutes of July 28, 2020.

A Roll Call Vote was recorded as follows:

Ayes: Brown, Craig, Hayhoe, Leighton, Marvin, Miller

Absent: Ammon, Fauser, Rae

MOTION CARRIED

BUSINESS

BACK TO BUSINESS PROGRAM UPDATE

Catherine Ferland, Blohm Creative Partners (BCP), reported that since the program's approval and launch in mid-May, 81 businesses have contacted the DDA to participate. 33 campaigns are complete, 21 are still in progress. Others are waiting to launch until later this year. BCP and DDA staff have reached out via email and letter to those businesses that had expressed interest but did not follow up. Mr. Leighton asked how many businesses had ever done any kind of digital marketing before. Ms. Ferland responded that this was completely new for 60-75% of the businesses participating in the program. Once the campaigns have run for 6 weeks, businesses can choose to run them again on their own at a later date. Businesses continue to see increased website traffic and are generating new leads based on Facebook ads.

HOLT FARMERS MARKET UPDATE

Chuck Grinnell, Holt Farmers Market Manager, reported that attendance at the Market has doubled since May. 718 customers shopped at the Market on August 22. The Market continues to break previous records of token sales. He reported that the digital marketing campaign on Facebook is driving brand new customers to the Market. He has noticed new and younger

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shoppers, as well as an increase in handicapped shoppers. Since the Market is more easily accessible to those in wheelchairs than other markets, shoppers feel comfortable there. Vendors, shoppers, and staff feel safe with the COVID-19 protocols in use. He believes the new glass doors help bring in new customers as well. Once the weather gets colder, a review of the entrance procedures will be needed. As of right now, customers line up outside to enter the market. All extra events at the Market have been cancelled (Food Frenzy events and Holt Fest). He reported that nearly everyone shopping at the Market has been respectful of the mask and social distancing policies.

ADOPT CODE OF ETHICS AND CONFLICT OF INTEREST POLICY

Marvin moved, Leighton supported, to adopt the Code of Ethics and Conflict of Interest Policy, effective August 25, 2020.

Mr. Haas explained that the Township Board of Trustees adopted the Code of Ethics and Conflict of Interest Policy at their August 19, 2020 meeting.

A Roll Call Vote was recorded as follows:

Ayes: Brown, Craig, Hayhoe, Leighton, Marvin, Miller

Absent: Ammon, Fauser, Rae

MOTION CARRIED

2021 BUDGET – PRELIMINARY REVIEW

Deputy Director Lori Underhill reviewed the chief differences between the 2021 and 2020 budgets. The DDA and Brownfield budgets will be presented to the Board of Trustees at the Budget Workshop on Tuesday, September 8, 2020 at 8:00 a.m. At the September DDA and Brownfield meetings, public hearings will be set. The Public Hearings will take place at the October DDA and Brownfield meetings.

REPORTS

Executive Director

Mr. Haas reported that he met with Scott Gillespie and his attorney to discuss the Esker Square project. Mr. Gillespie is still committed to the project and is working to secure new commercial tenants as many of his secured tenants had backed out due to COVID-19 shut downs. He also cited increases costs of building materials as a delaying factor. His financing remains solid for the project. DDA and project attorneys are drafting an amendment to the existing development agreement. Mr. Gillespie will attend the September DDA meeting to address the Board. Mr. Haas has met with business owners on Cedar Street regarding the placement of the Electric Vehicle Charging Stations. The DDA continues to work with Khyber Investments and Dakkota Interiors regarding the clean-up of the contaminated discharge from their facility on Holloway Drive. Builders have been very busy, so progress on the former tattoo parlor and the Esker Landing pavilion has been slow.

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DOWNTOWN DEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON AUGUST 25, 2020**

Deputy Director

Ms. Underhill reported that the DDA will present its 2021 budget to the Township Board of Trustees on September 8th. Work continues on the Safe Routes to School sidewalk program throughout the Township. The pedestrian crossing signal on Cedar Street at Delhi Commerce Drive will be activated the last week of August. The paving for the parking lot expansion at Esker Landing is complete.

Advertising & Marketing Committee

There was no report.

Planning Commission

Planning Commission representative Rita Craig reported that the site plan under the Special Use Permit for Rainstorm Car Wash was approved. The business will be located on the former Kazumi's site at 2457 Cedar Street.

Supervisor

Township Supervisor Hayhoe reported on various business openings and closings. Two large apartment developments are in the process of being built. Local service clubs are meeting via Zoom and in person, when possible. He reported that Holt Public Schools has been busy distributing food over the summer. Distribution will occur 5 days a week during the school year.

Treasurer

Ms. Underhill reported the total cash and investments as of July 31, 2020 was \$5,242,876.

Members

None.

Limited Comments

Nancy Romig, 4168 Watson Avenue, commented that she appreciated the informative presentation given by the DDA at the August 18 Board of Trustees meeting. She hopes that it will be presented to the public at some point in a Question and Answer format. She also commented that she felt the Holt Farmers Market should be used for community supported events and activities since it is only open once a week. With the delay of the Esker Square development, she feels that the Township needs to look at other alternatives to promote bringing in new businesses to create our downtown.

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DOWNTOWN DEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON AUGUST 25, 2020**

ADJOURNMENT

Craig moved, Marvin supported to adjourn the meeting.

A Roll Call Vote was recorded as follows:

Ayes: Brown, Craig, Hayhoe, Leighton, Marvin, Miller

Absent: Ammon, Fauser, Rae

MOTION CARRIED

The meeting was adjourned at 7:47 p.m.

Nanette Miller, Secretary

/lau

SUBJECT TO APPROVAL



Esker Square Delhi Township, Michigan

Below is a brief list of items completed to date at the Esker Square development:

- Civil Engineering – complete
- Architectural Design – complete
- Environmental investigation & EGLE approvals
- Removal of contaminated soils
- Extension of Sanitary Sewer across property
- Excavation and site work for building #1
- Foundation installation for building #1
- Hiring of General Contractor
- Hiring of trades and suppliers

As of September 15, 2020 we have expended in excess of \$1,200,000 in the project.

Given the pandemic we continue to watch closely the labor market, lumber market and all items that impact the project so as to determine to best time to begin construction again.

We currently have Leases with two companies for approximately 5,000 Square Feet of commercial space. While new Leasing activity has been very slow over the course of the pandemic, we are beginning to see some activity and we continue to pursue all leads for the commercial space.



**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY**

4410 HOLT ROAD, HOLT, MI 48842

TELEPHONE (517) 699-3866

FACSIMILE (517) 699-3878

www.delhidda.com

Date: September 24, 2020

To: DDA Board Members

From: C. Howard Haas, Executive Director

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

On August 30, 2017, the DDA entered into a Transfer/Development Agreement with 2000 Cedar, LLC for the property known as Esker Square. This Agreement was subsequently amended on February 21, 2018 (sanitary sewer construction) and on May 28, 2019 (extension of the dates for commencement of Phase I and II of the project). The COVID-19 pandemic and resulting statewide shut-down necessitate a third amendment to our Agreement. I have attached the original Agreement and all subsequent amendments to this memorandum for your review.

I therefore offer the following motion:

RECOMMENDED MOTION:

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

THIRD AMENDMENT TO TRANSFER/DEVELOPMENT AGREEMENT

This Third Amendment to Transfer/Development Agreement (hereinafter referred to as the "Third Amendment") is made this 24 day of September, 2020 (the "Effective Date"), 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 Third Amendment voluntarily bind themselves to the covenants contained herein, which covenants establish the mutual consideration for this Third 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 dated February 21, 2018 (the "First Amendment"); and

WHEREAS, the DDA and the Developer entered into a Second Amendment to Transfer/Development Agreement dated May 28, 2019 (the "Second Amendment")

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

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

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

1. **Purpose.** The purpose of this Third 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 vertical construction and to establish safety protocols and procedures 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 vertical construction of Phase I no later than April 15, 2021 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 August 1, 2022 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 vertical construction of the first three (3) story building, on or before April 15, 2021 (through no fault of the DDA, Charter Township of Delhi or Ingham County or in the 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 vertical 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 vertical 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 vertical construction" shall mean that the first floor walls shall be physically attached to the foundation.

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 control.

4. Safety Measures. Within thirty (30) days from the Effective Date of this Third Amendment, the Developer shall install a chain-link fence or other fencing that is approved in writing by the DDA in the work areas of the Property. During this time period, the Developer will also install signs on the fence at locations agreed to in writing by the DDA which indicate "Danger: Keep Out - Construction Site" or other agreed to warning language. During the Project, the Developer shall comply with generally accepted safety protocols for this type of construction work.

5. Miscellaneous.

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

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

(c) This Third 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 Third Amendment shall have the same meaning as in the Agreement, First Amendment and Second Amendment.

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

(f) This Third 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 Third Amendment.

(Signatures appear on the following page)

WITNESSES TO DDA:

WITNESSES TO DEVELOPER:

DDA:

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

By: _____
C. Howard Haas

Its: Executive Director

Date: _____ 2020

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

Date: 09/24 2020

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.

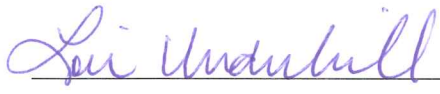
XXI. Amendments. This Agreement may be amended or modified only by a document in writing executed by each of the Parties.

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.

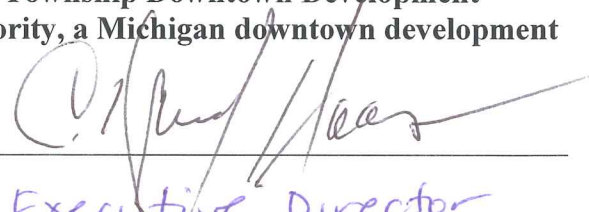
XXIV. Counterpart Signatures. This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

WITNESSES:



Lori Underhill

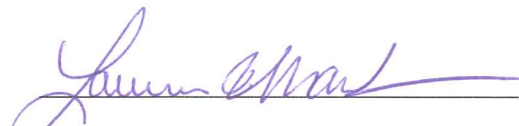
**Delhi Township Downtown Development
Authority, a Michigan downtown development**

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

ADDENDUM TO TRANSFER/DEVELOPMENT AGREEMENT

This Addendum to Transfer/Development Agreement is entered into this 29th day of January, 2018 by and between Delhi Township Downtown Development Authority ("DDA") and 2000 Cedar Street, LLC ("Developer").

WHEREAS, the parties entered into a Transfer/Development Agreement dated August 30, 2017; and

WHEREAS, Article IV requires the closing to occur on or before January 30, 2018; and

WHEREAS, the parties desire to extend the date of closing.

NOW, therefore, in consideration of mutual covenants contained herein, the parties do hereby agree as follows:

1. Article IV entitled "Closing and Possession." is hereby amended to provide that Closing shall occur on or before February 9, 2018.

2. All of the remaining provisions of Article IV and the remainder of the Transfer/Development Agreement shall remain in full force and effect.

DDA

By: 

C. Howard Haas

Its: Executive Director

Dated: January 29, 2018

2000 Cedar, LLC

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: January 29, 2018

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

SECOND AMENDMENT TO TRANSFER/DEVELOPMENT AGREEMENT

This Second Amendment to Transfer/Development Agreement (hereinafter referred to as the "Second Amendment") is made this 28th 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:



L E PDL

DDA:

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

By: 

C. Howard Haas
Its: Executive Director

WITNESSES TO DEVELOPER:

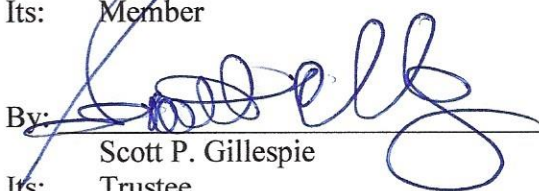


DEVELOPER:

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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**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY**

4410 HOLT ROAD, HOLT, MI 48842

TELEPHONE (517) 699-3866

FACSIMILE (517) 699-3878

www.delhidda.com

Date: September 16, 2020

To: Delhi Township DDA Board of Directors

From: C. Howard Haas, Executive Director

Re: FY 2021 Budget – Set Public Hearing

The Fiscal Year 2021 Budget for the DDA has been prepared and is attached for your review. This budget was subsequently submitted to the Delhi Township Board of Trustees for a budget workshop held on September 8, 2020.

The next step in the process is to schedule a public hearing for our regular meeting on October 27th. Following the public hearing, the DDA Board will formally approve the budget.

The attached notice will be published in the *Holt Community News* on Sunday, October 11, 2020.

RECOMMENDED MOTION:

I move to set a Public Hearing for the proposed Fiscal Year 2021 DDA Budget to be held during the Tuesday, October 27, 2020 DDA Board Meeting.

**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY
Notice of Budget Public Hearing**

The Delhi Charter Township Downtown Development Authority will hold a public hearing on the proposed Fiscal Year 2021 Downtown Development Authority at a remote meeting to be held on Tuesday, October 27, 2020 at 7:00 p.m. A copy of the budget is available for public inspection at the DDA office located at 4410 Holt Road, Holt, MI as of October 1, 2020.

To access the remote meeting, please visit:

<https://us02web.zoom.us/j/82570475259?pwd=VzhGMnJUd3RkenRqNS9nc0NQYTBJUT09>

and enter passcode 712530 or visit zoom.us (meeting ID 825 7047 5259)

Meeting ID: 825 7047 5259

Passcode: 712530

One tap mobile

+13017158592,,82570475259# US (Germantown)

+13126266799,,82570475259# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 825 7047 5259

This notice is posted in compliance with PA 267 of 1976 as amended (Open Meetings Act) MCLA 41.72a (2) (3) and the Americans with Disabilities Act (ADA).

The DDA Board will provide reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon (5) working days notice to the Delhi Township Clerk.

Individuals with disabilities requiring auxiliary aids or services should contact the Delhi Township Clerk by writing or calling the following: Evan Hope, Delhi Township Clerk, Community Services Center, 2074 Aurelius Road, Holt, MI 48842. Phone (517) 694-2135. This notice complies with MCL 141.436 and MCL 211.24e.

Nanette Miller, DDA Board Secretary

**Delhi Charter Township
Downtown Development Authority
Budget Indicators**

Ongoing Goals

- Facilitate redevelopment of DDA owned parcels (Cedar & Hancock, Cedar & North); actively recruit end users and support development
- Fund infrastructure improvement and rehabilitation programs identified by the Township and DDA Board as supporting the continued tax base growth and development within the District
- Provide bond payments for the Non-Motorized Trail, Realize Cedar, and other projects
- Provide business enhancement, promotion, and support through efforts such as Biz Buzz
- Support and promote the Farmers' Market and provide for various improvements of the Farmers' Market building. Develop additional uses for Market facilities
- Promote community events such as Holt Fest and the Farmers Market Food Frenzy events
- Apply for all applicable state and federal grants via DDA/Holt Non Profit Coalition to promote place making and enhance livability of Township residents
- Participate in Holt Non Profit Coalition for Farmers' Market, *Our Town* publication, Volunteer Bureau, and other community events and activities as Board of Directors member
- Continue to prepare and distribute *Our Town* publication electronically via HoltNow website and grow reader base; transition from quarterly to monthly publication supported by advertising sales
- Encourage community beautification with the placement of additional public art and murals
- Work with Township staff to enhance Trailhead Parks

2020 and Beyond Objectives

- Find appropriate users/developers for Cedar & Hancock and Cedar & North properties
- Finalize Cedar Street roundabout beautification
- Expand Esker Landing parking lot and construct pavilion
- Install pedestrian crosswalk signal on Cedar Street at Delhi Commerce Drive
- Expand Holt Farmers' Market building, replace roof
- Install Electric Vehicle Charging stations
- Rehabilitate 2176 Cedar for end user (restaurant)
- Locate land for future commercial/industrial growth
- Further triangle area development
- Other activities as identified

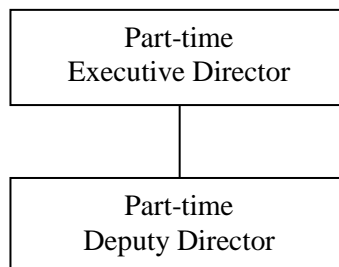
Delhi Downtown Development Authority (248)

The Delhi Township Downtown Development Authority (DDA) has a separate legal identity but operates in conformity with many of the Township's policies and procedures. The DDA is reported in the Township's financial statements as a discretely presented component unit.

PURPOSE OF THIS FUND: The DDA was organized pursuant to Township Ordinance No. 80 and Act 197 of the Public Acts of 1975, as amended, now recodified as Public Act 57 of 2018. The primary purpose of the DDA is to provide for the ongoing maintenance, promotion, security, and continued operation of the DDA District. A Board of Directors appointed by the Township Board governs the DDA. This DDA's mission is as follows: to promote economic development through business attraction/retention programs and works to foster investment within the DDA District. It strives to increase the Township's tax base and strengthen the local economy while maintaining those qualities that make Delhi Township a desirable place to live and work.

There are eight departments in the DDA. They are:

- Administration
- Marketing and Promotion
- Infrastructure
- Other Functions (eliminated for 2021: absorbed by Administration & Infrastructure)
- Capital Outlay
- 2016 DDA Development
- 2017 DDA Development
- Debt Service



Staffing Levels			
	2019	2020	2021
Executive Director	0.60	0.60	0.60
Deputy Director	0.60	0.60	0.60
Total	1.20	1.20	1.20

DOWNTOWN DEVELOPMENT AUTHORITY FUND SUMMARY

Description	2019 Actual	2020 Budget	2020 Projected	2021 Budget	2022 Forecast	2023 Forecast
Revenues						
Property Taxes	\$ 1,853,598	\$1,497,800	\$1,962,580	\$1,960,960	\$1,999,870	\$2,039,560
Grants	302,000	-	2,000	2,000	2,000	2,000
Interest and rentals	63,413	21,000	43,690	14,500	17,500	17,500
Intergovernmental	480,000	-	-			
Other	11,854	11,420	2,000	2,000	3,000	3,000
Total Revenues	2,710,865	1,530,220	2,010,270	1,979,460	2,022,370	2,062,060
Expenditures						
Community and Economic Dev						
Administration	144,806	138,990	139,590	181,720	183,820	185,930
Marketing & Promotion	185,392	181,790	384,590	187,630	188,760	189,920
Other Functions	138,078	165,540	154,100	-	-	-
Infrastructure Projects	28,705	40,000	40,000	160,450	157,840	155,230
Capital Outlay	1,264,662	135,000	270,000	150,000	100,000	100,000
Development Capital Outlay/Improvements	449,448	225,000	688,720	325,000	325,000	305,000
Debt Service	-	-	-	-	-	-
Total Expenditures	2,211,091	886,320	1,677,000	1,004,800	955,420	936,080
Other Financing Sources (Uses)						
Sale of Assets	45,000	-	1,200,000			
Transfer to DDA Debt Service Funds	(1,094,105)	(1,099,870)	(1,099,870)	(1,105,810)	(1,119,700)	(1,128,630)
Total Other Financing Sources (Uses)	(1,049,105)	(1,099,870)	100,130	(1,105,810)	(1,119,700)	(1,128,630)
Revenues over (under) expenditures	(549,331)	(455,970)	433,400	(131,150)	(52,750)	(2,650)
Fund Balance, Beginning	3,824,396	3,275,065	3,275,065	3,708,465	3,577,315	3,524,565
Fund Balance, Ending	\$ 3,275,065	\$2,819,095	\$3,708,465	\$3,577,315	\$3,524,565	\$3,521,915

DDA REVENUE

GL Number	Description	2019 Activity	06/30/2020	YTD As Of 06/30/2020	2020	2021	2022	2023
			Amended Budget		PROJECTED	REQUESTED	FORECAST	FORECAST
248-000.00-403.005	CURRENT PROPERTY TAXES-AD VAL.	\$ 1,826,273	\$ 1,466,800	\$ 1,381,369	\$ 1,945,020	\$ 1,945,460	\$ 1,984,370	\$ 2,024,060
248-000.00-404.005	IFT/CFT CAPTURED TAX REVENUE	17,463	23,000	8,726	12,060	10,000	10,000	10,000
248-000.00-445.000	DELQ TAX	9,359	7,000	2,133	5,000	5,000	5,000	5,000
248-000.00-445.005	DELINQUENT INTEREST & PENALTY	504	1,000	167	500	500	500	500
248-000.00-570.000	STATE GRANTS	302,000	-	2,000	2,000	2,000	2,000	2,000
248-000.00-581.000	INTERGOV REVENUE	480,000	-	-	-	-	-	-
248-000.00-664.000	INTEREST	53,416	10,000	16,055	24,000	7,500	7,500	7,500
248-000.00-670.010	RENT-FARMERS MARKET	9,998	11,000	2,319	4,000	7,000	10,000	10,000
248-000.00-672.040	GREASE LOAN	3,921	3,920	15,683	15,690	-	-	-
248-000.00-673.000	SALE OF CAPITAL ASSETS	45,000	-	1,200,000	1,200,000	-	-	-
248-000.00-687.000	REFUNDS/REBATE/REIMBURSEMENTS	4,427	2,500	-	1,000	1,000	1,000	1,000
248-000.00-694.000	MISCELLANEOUS REVENUE	3,506	5,000	170	1,000	1,000	2,000	2,000
Total		\$ 2,755,865	\$ 1,530,220	\$ 2,628,622	\$ 3,210,270	\$ 1,979,460	\$ 2,022,370	\$ 2,062,060

DDA ADMINISTRATION (728)

Purpose

To provide leadership in promoting economic development through business attraction/retention programs and work to foster investment within the DDA District.

Activities

Expenditures in this activity include costs relating to the part-time Executive Director and part-time Deputy Director, plus other administrative costs such as legal fees, education, insurance, office supplies, DDA property maintenance and projects, utility payments, and tax adjustments.

Note: for 2021, portions of the Other Functions (850) budget were added to Administration due to the State of Michigan eliminating 850 from its chart of accounts.

Year 2021 Goals

1. Continue to provide leadership in the ongoing maintenance, promotion, and continued operation of the DDA District.
2. Continue striving to increase the Township's tax base and strengthen the local economy while maintaining those qualities that make Delhi Township a desirable place to live and work.

Resources Needed

The attached year 2021 budget requests expenditures of \$181,720, an increase of \$42,730 from the 2020 budget. The increase is due to the addition of several line items from the 850 Other Functions budget which is being eliminated by the State of Michigan. The 2022 forecast is \$183,820 and the 2023 forecast is \$185,930. The forecasts take into account slight increases in employee compensation as typically adopted by the Board of Trustees each January.

DEPT 728.00 DDA ADMINISTRATION

GL Number	Description	2019 Activity	06/30/2020	YTD As Of 06/30/2020	2020	2021	2022	2023
			Amended Budget		PROJECTED	REQUESTED	FORECAST	FORECAST
248-728.00-703.005	PART TIME HELP	\$ 80,823	\$ 80,970	\$ 38,508	\$ 80,970	\$ 81,400	\$ 83,030	\$ 84,700
248-728.00-715.000	SOCIAL SECURITY/MEDICARE	1,172	1,180	558	1,180	1,180	1,210	1,240
248-728.00-718.000	PENSION CONTRIBUTION	2,425	2,430	1,155	2,430	2,450	2,500	2,550
248-728.00-724.000	WORKERS COMP	232	370	108	370	370	380	390
248-728.00-726.000	OFFICE SUPPLIES	866	1,200	358	800	1,000	1,000	1,000
248-728.00-801.000	LEGAL FEES	34,327	20,000	6,988	20,000	20,000	20,000	20,000
248-728.00-802.005	DUES AND SUBSCRIPTIONS	1,308	1,470	555	1,470	1,470	1,500	1,500
248-728.00-803.000	POSTAGE	34	100	4	50	50	50	50
248-728.00-807.000	AUDIT FEES	3,007	2,870	2,316	2,320	2,350	2,400	2,450
248-728.00-818.000	CONTRACTUAL SERVICES	12,861	20,000	13,913	21,600	25,700	26,000	26,300
248-728.00-853.000	TELEPHONE/COMMUNICATIONS	2,490	2,000	1,454	2,900	2,950	2,950	2,950
248-728.00-870.000	MILEAGE	632	500	-	400	500	500	500
248-728.00-902.005	PRINTING AND PUBLISHING	36	100	-	100	100	100	100
248-728.00-910.000	INSURANCE & BONDS	3,379	3,800	2,610	3,800	3,800	3,800	3,800
248-728.00-921.030	UTILITIES - WATER	-	-	-	-	1,200	1,200	1,200
248-728.00-921.035	UTILITIES - SEWER	-	-	-	-	1,200	1,200	1,200
248-728.00-921.040	UTILITIES - ELECTRIC	-	-	-	-	8,000	8,000	8,000
248-728.00-921.045	UTILITIES - GAS	-	-	-	-	4,000	4,000	4,000
248-850.00-930.000	BUILDING MAINTENANCE & REPAIRS					2,000	2,000	2,000
248-728.00-956.000	MISCELLANEOUS	1,105	1,000	272	1,000	1,000	1,000	1,000
248-728.00-960.000	EDUCATION & TRAINING	110	1,000	-	200	1,000	1,000	1,000
248-850.00-964.000	TAX ADJUSTMENTS TO COUNTY/TWP					5,000	5,000	5,000
248-850.00-967.025	DDA PROPERTIES-DRAIN/TAXES/SAD					15,000	15,000	15,000
248-728.00-970.000	CAPITAL OUTLAY	-	-	-	-	-	-	-
Total		\$ 144,806	\$ 138,990	\$ 68,799	\$ 139,590	\$ 181,720	\$ 183,820	\$ 185,930

DDA Admin (728) Backup

Account #	Description and Calculation	Calcs	2020 Budget	2020 Projected	2021 Request
	DDA ADMINISTRATION				
728-703.005	Part Time Help		80,970	80,970	81,400
	Year 2020				
	Director \$4,000/mo x 12 mo	48,000			
	Admin Sec Gr 6, Step 5, 1200 hrs @ 25.388/hr	30,466			
	Deputy Director Pay	2,500			
	Total	80,966			
	Year 2021				
	Director \$4,000/mo x 12 mo	48,000			
	Admin Sec Gr 6, Step 5, 1200 hrs @ \$25.743/hr	30,892			
	Deputy Director Pay	2,500			
	Total	81,392			
728-715.000	Social Security/Medicare		1,180	1,180	1,180
	Year 2020				
	80,966 wages x .0145	1,174			
	Year 2021				
	81,392 wages x .0145	1,180			
728-718.000	Pension Contribution		2,430	2,430	2,450
	Year 2020				
	80,966 wages x 3%	2,429			
	Year 2021				
	81,392 wages x 3%	2,442			
728-724.000	Workers Comp		370	370	370
	Year 2020: 80,966 x .0045 =	364			
	Year 2019: 81,392 x .0045=	366			
728-726.000	Office Supplies		1,200	800	1,000
	Year 2020	800			
	Year 2021	1,000			
728-801.000	Legal Fees (land sales, contracts, general)		20,000	20,000	20,000
	Year 2020	20,000			
	Year 2021	20,000			
728-802.005	Dues & Subscriptions		1,470	1,470	1,470
	Year 2020	1470			
	Year 2021	1470			
728-803.000	Postage		100	50	50
	Year 2020	50			
	Year 2021	50			
728-807.000	Audit Fees		2,870	2,320	2,350
	Year 2020	2,320			
	Year 2021	2,350			
728-818.000	Contractual Services - Encompass, Rose Pest, ACD.net, Zoom meetings, trash, cleaning		20,000	21,600	25,700
	Year 2020	20,000			
	Year 2021 (add Other Functions 850)	25,700			
728-853.000	Telephone/Communications - ACD.net, Haas Cell		2,000	2,900	2,950
	Year 2020	2,900			
	Year 2021	2,950			
728-870.000	Mileage		500	400	500
	Year 2020	400			
	Year 2021	500			
728-902.005	Printing & Publishing		100	100	100
	Year 2020	100			
	Year 2021	100			
728-910.000	Insurance & Bonds		3,800	3,800	3,800
	Year 2020	3,800			
	Year 2021	3,800			
728-921.030	Utilities - Water (from Other Functions 850)				1,200
728-921.035	Utilities - Sewer (from Others Functions 850)				1,200
728-921.040	Utilities - Electricity (from Other Functions 850)				8,000
728-921.045	Utilities - Gas (from Other Functions 850)				4,000
728-930.000	Building Maintenance & Repairs (from Other Functions 850)				2,000
728-956.000	Miscellaneous		1,000	1,000	1,000
	Year 2020	1,000			
	Year 2021	1,000			
728-960.000	Education & Training		1,000	200	1,000
	Year 2020 - MEDA, MSU, Mid-America Dev Conf	200			
	Year 2021 - MEDA, MSU, Mid-America Dev Conf	1,000			
728-964.000	Tax Adjustments to Co/Twp (from Other Functions 850)				5,000
728-967.025	DDA Prop-Drain/Tax/Assessments (from Other Functions 850)				15,000
	TOTAL ADMINISTRATION EXPENDITURES		138,990	139,590	181,720

DDA MARKETING & PROMOTION (729)

Purpose

To promote and market the Township as an attractive place to live and do business.

Activities

Expenditures in this activity include costs relating to local business advertising, promoting businesses via the DDA newsletter *Our Town*, and supporting the Farmers' Market.

Year 2021 Goals

1. Support and promote the Farmers' Market and provide for various improvements of the Farmers' Market building
2. Provide business promotion and support through electronic publication of *Our Town*, *HoltNow*, and other enhancements
3. Promote community events
4. Support the Holt Volunteer Bureau
5. Encourage community beautification with the placement of public art and murals

Resources Needed

The attached year 2021 budget requests expenditures of \$187,630, an increase of \$5,840 over the 2020 budget. A step increase in pay will be implemented for 3 Farmers Market employees in 2021. The 2022 forecast is \$188,760 and the 2023 forecast is \$189,920. The forecasts take into account slight increases in employee compensation as typically adopted by the Board of Trustees each January.

DEPT 729.00 DDA MARKETING & PROMOTION

GL Number	Description	2019 Activity	06/30/2020		YTD As Of 06/30/2020	2020 PROJECTED	2021 REQUESTED	2022 FORECAST	2023 FORECAST
			Amended	Budget					
248-729.00-703.005	PART TIME HELP	\$ 46,644	\$	47,900	\$ 22,941	\$ 50,500	\$ 51,780	\$ 52,820	\$ 53,880
248-729.00-715.000	SOCIAL SECURITY/MEDICARE	3,568		3,670	1,755	3,860	3,970	4,050	4,140
248-729.00-724.000	WORKERS COMP INSUR	251		220	118	230	240	250	260
248-729.00-884.000	DDA ADVERTISING	95,794		96,000	57,010	296,000	97,640	97,640	97,640
248-729.00-885.000	HOLT HOMETOWN FESTIVAL	-		-	-	-	-	-	-
248-729.00-888.000	FARMERS MARKET	20,105		13,000	3,604	13,000	13,000	13,000	13,000
248-729.00-888.002	DOUBLE UP BUCKS	2,026		3,000	160	3,000	3,000	3,000	3,000
248-729.00-956.000	MISCELLANEOUS	17,004		18,000	3,200	18,000	18,000	18,000	18,000
Total		\$ 185,393	\$	181,790	\$ 88,789	\$ 384,590	\$ 187,630	\$ 188,760	\$ 189,920

DDA Marketing (729) Backup

Account No.	Description	Calcs	2020 Budget	2020 Projected	2021 Request
	MARKETING AND PROMOTION				
729-703.005	Part Time Help		47,900	50,500	51,780
	Year 2020				
	Farmers Mkt Asst - Grade E, Step 2 - 312 hrs @ 15.352/hr	4,790			
	Farmers Mkt Maint - Grade E, Step 2 - 350 hrs @ 15.352/hr	5,373			
	Market Manager - Grade 8, Step 4: 1340 hrs @30.098/hr	40,340			
	Total	50,503			
	Year 2021				
	Farmers Mkt Asst - Grade E, Step 3 - 312 hrs @ 16.30/hr	5,090			
	Farmers Mkt Maint - Grade E, Step 3 - 300 hrs @ 16.30/hr	4,890			
	Market Manager - Grade 8, Step 4 - 670 hrs @ 30.519/hr	20,450			
	Market Manager - Grade 8, Step 5 - 670 hrs @ 31.856/hr	21,350			
	Total	51,780			
729-715.000	SS/Medicare		3,670	3,860	3,970
	Year 2020: 50,503 wages x 0.0765	3,860			
	Year 2021: 51,780 wages x 0.0765	3,970			
729-724.000	Workers Comp		220	230	240
	Year 2020: 50,503 wages x 0.0045	230			
	Year 2021: 51,780 wages x 0.0045	240			
729-884.000	Advertising		96,000	296,000	97,640
	Year 2020				
	Newsletter - \$40,000	40,000			
	Blohm planning & promos - \$15,000	15,000			
	Advertising - \$5000	5,000			
	Music in the Garden - \$6,000	6,000			
	Cooperative Event Advertising w/Twp - \$12,000	12,000			
	Misc - \$18,000	18,000			
	Back to Business Program	200,000			
	Total	296,000			
	Year 2021				
	Newsletter - \$40,000	40,000			
	Blohm planning & promos - \$15,000	15,000			
	Advertising - \$5000	5,000			
	Music in the Garden - \$6,000	6,000			
	Cooperative Event Advertising w/Twp - \$12,000	12,000			
	Holt Hometown Festival - \$8,000	8,000			
	Music Licensing	1,640			
	Misc - \$10,000	10,000			
	Total	97,640			
729-888.000	Farmers Market		13,000	13,000	13,000
	Year 2020				
	Promotion - \$6,000	6,000			
	Bldg Maint - \$7,000	7,000			
	Total	13,000			
	Year 2021				
	Promotion - \$6,000	6,000			
	Bldg Maint - \$7,000	7,000			
	Total	13,000			
729-888.002	Double Up Bucks		3,000	3,000	3,000
	Year 2020	3,000			
	Year 2021	3,000			
729-956.000	Miscellaneous		18,000	18,000	18,000
	Year 2020				
	Web hosting and maintenance	5,000			
	Miscellaneous	1,000			
	Seed money to Holt Non-Profit Coalition	12,000			
	Total	18,000			
	Year 2021				
	Web hosting/maintenance	5,000			
	Miscellaneous	1,000			
	Seed money to Holt Non-Profit Coalition	12,000			
	Total	18,000			
	TOTAL MARKETING AND PROMOTION		181,790	384,590	187,630

DDA INFRASTRUCTURE (731)

Purpose

To build and improve physical structures such as streetscapes and sidewalks in the DDA District that create both a safe and attractive environment.

Activities

Expenditures in this activity are for street, sidewalk, landscaping, and other physical improvements.

Note: for 2021, portions of the Other Functions (850) budget were added to Administration due to the State of Michigan eliminating 850 from its chart of accounts.

Year 2021 Goals

1. Fund infrastructure improvement and rehabilitation programs identified by the Township and DDA Board as supporting the continued tax base growth and development within the DDA District.
2. Work with Community Development to enhance Non-Motorized Trail and Trailhead Parks.
3. Provide bond payments for the Non-Motorized Trail.

Resources Needed

The attached year 2021 budget requests expenditures of \$160,450, an increase of \$120,450 over the 2020 budget. This increase is due to the addition of a line item from the 850 Other Functions budget which is being eliminated by the State of Michigan. The forecast for 2022 is \$157,840 and the forecast for 2023 is \$155,230.

DEPT 731.00 DDA INFRASTRUCTURE PROJECTS

GL Number	Description	2019 Activity	06/30/2020	YTD As Of 06/30/2020	2020	2021	2022	2023
			Amended Budget		PROJECTED	REQUESTED	FORECAST	FORECAST
248-731.00-933.000	STREETSCAPE REPR & MAINTENANCE	\$ 3,757	\$ 10,000	\$ 1,300	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
248-731.00-956.000	MISCELLANEOUS	5,345	5,000	-	5,000	5,000	5,000	5,000
248-731.00-974.010	NON-MOTORIZED PATHWAYS	-	25,000	-	25,000	10,000	10,000	10,000
248-731.00-978.010	GREASE TRAP LOAN TO CHARLAR	19,604	-	-	-	-	-	-
Total		\$ 28,705	\$ 40,000	\$ 1,300	\$ 40,000	\$ 25,000	\$ 25,000	\$ 25,000

DDA OTHER FUNCTIONS (850)

Purpose

To account for DDA building and equipment maintenance, utility payments.

Activities

Expenditures in this activity are for DDA property maintenance and projects, utility payments, and tax adjustments.

Year 2021 Goals

1. Provide for on-going maintenance within the DDA District.
2. Provide bond payments for the Non-Motorized Trail.

This was removed from the State of Michigan chart of accounts for 2021. Expenditures moved to Administration (728) and Infrastructure (731).

Resources Needed

The attached year 2021 budget requests expenditures of \$0.

DEPT 850.00 DDA OTHER FUNCTIONS

GL Number	Description	2019 Activity	06/30/2020	YTD As Of 06/30/2020	2020 PROJECTED	2021 REQUESTED	2022 FORECAST	2023 FORECAST
			Amended Budget					
248-850.00-818.000	CONTRACTUAL SERVICES	\$ 5,089	\$ 6,600	\$ 1,809	\$ 5,160			
248-850.00-921.030	UTILITIES - WATER	835	1,200	240	1,200			
248-850.00-921.035	UTILITIES - SEWER	1,429	1,200	445	1,200			
248-850.00-921.040	UTILITIES - ELECTRIC	5,207	8,000	2,328	8,000			
248-850.00-921.045	UTILITIES - GAS	3,396	4,000	2,070	4,000			
248-850.00-930.000	BUILDING MAINTENANCE & REPAIRS	26	2,000	-	2,000			
248-850.00-956.000	MISCELLANEOUS	-	-	-	-			
248-850.00-964.000	TAX ADJUSTMENTS TO COUNTY/TWP	-	10,000	-	5,000			
248-850.00-967.025	DDA PROPERTIES-DRAIN/TAXES/SAD	7,465	20,000	24	15,000			
248-850.00-969.016	COMMUNITY AND ECON DEVELOPMENT	114,630	112,540	6,270	112,540			
Total		\$ 138,078	\$ 165,540	\$ 13,186	\$ 154,100	\$ -	\$ -	\$ -

DDA Other Functions (850) Backup

Account #	Description	Explanation and/or Calculations	2020 Budget	2020 Proj	2021 Request
	DDA Other Functions				
818.000	Contractual Services	1. Rubbish Removal	6,600	5,160	
		2020: 660.00			
		2021:			
		2. Cleaning Service			
		2020: 4,500.00			
		2021:			
921.030	Utilities - Water	2020: 1,200.00	1,200	1,200	
		2021:			
921.035	Utilities - Sewer	2020: 1,200.00	1,200	1,200	
		2021:			
921.040	Utilities - Electricity	2020: 8,000.00	8,000	8,000	
		2021:			
921.045	Utilities - Gas	2020: 4,000.00	4,000	4,000	
		2021:			
930.000	Building Maintenance & Repairs		2,000	2,000	
964.000	Tax Adjustments to Co/Twp	MTT & BOR Adjustments	10,000	5,000	
967.025	DDA Prop-Drain/Tax/Assessments		20,000	15,000	
969.016	Community & Econ Development	2020 NMT Bond Pmt to Twp 112,540	112,540	112,540	
		2021 NMT Bond Pmt to Twp 135,450			
		Other Functions Total	165,540	154,100	0

DDA CAPITAL OUTLAY (903)

Purpose

To purchase and redevelop underutilized properties in the DDA District.

Activities

Expenditures in this activity are for purchasing, improving and rehabilitating property.

Year 2021 Goals

1. Identify under or inappropriately utilized sites within the DDA District and assist in the development of these sites.

Resources Needed

The attached year 2021 budget requests expenditures of \$150,000 an increase of \$15,000 over the 2020 budget. A renovation and expansion project at the Holt Farmers Market is the reason for the increase. The forecast for both 2022 and 2023 is \$100,000.

DEPT 903.00 CAPITAL OUTLAY-DDA

GL Number	Description	2019 Activity	06/30/2020 Amended Budget	YTD As Of 06/30/2020	2020 PROJECTED	2021 REQUESTED	2022 FORECAST	2023 FORECAST
248-903.00-818.000	CONTRACTUAL SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
248-903.00-970.000	CAPITAL OUTLAY	-	-	-	-	-	-	-
248-903.00-971.000	CAPITAL OUTLAY-LAND	-	100,000	-	100,000	-	100,000	100,000
248-903.00-971.010	LAND HELD FOR RESALE	-	-	-	-	-	-	-
248-903.00-971.134	FARMERS MARKET-2150 CEDAR	16,992	10,000	-	10,000	150,000	-	-
248-903.00-971.137	ESKER LANDING PARK	1,247,670	25,000	15,623	160,000	-	-	-
Total		\$ 1,264,662	\$ 135,000	\$ 15,623	\$ 270,000	\$ 150,000	\$ 100,000	\$ 100,000

DDA DEVELOPMENT (903.05)

Purpose

To purchase and redevelop underutilized properties along the Cedar Street Corridor and downtown triangle area.

Activities

New taxable bonds were issued in the amount of \$1.5 Million in August 2016 in an effort to purchase, improve and rehabilitate property along the Cedar Street Corridor and downtown triangle area.

Year 2021 Goals

1. Identify under or inappropriately utilized sites along the Cedar Street Corridor and downtown triangle area and assist in the development of these sites.

Resources Needed

The attached year 2021 budget requests expenditures of \$225,000, the same as the 2020 budget. The forecast for both 2022 and 2023 is \$225,000.

DEPT 903.05 2016 DDA DEVELOPMENT

GL Number	Description	2019 Activity	06/30/2020	YTD As Of 06/30/2020	2020 PROJECTED	2021 REQUESTED	2022 FORECAST	2023 FORECAST
			Amended Budget					
248-903.05-818.000	CONTRACTUAL SERVICES	\$ 997	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
248-903.05-956.000	MISCELLANEOUS	-	-	-	-	-	-	-
248-903.05-970.000	CAPITAL OUTLAY	14,201	225,000	-	225,000	225,000	225,000	225,000
248-903.05-992.000	BONDING EXPENSE	-	-	-	-	-	-	-
Total		\$ 15,198	\$ 225,000	\$ -	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000

DDA DEVELOPMENT (903.17)

Purpose

To facilitate the construction of the Realize Cedar Project.

Activities

New limited tax bonds were issued in the amount of \$6.75 Million in August 2017 to facilitate the construction of the Realize Cedar Project.

The bulk of the Realize Cedar Construction was finalized in June 2019. Additional projects such as the Cedar Street roundabout and the Delhi Commerce Drive pedestrian crossing signal were added in 2020. As these funds were earmarked for Cedar Street specifically, until the bond funds are expended, projects will be added as identified for the Cedar Street corridor.

Resources Needed

The attached year 2021 budget requests expenditures of \$100,000, and increase of \$100,000 over the 2020 budget. Projects which will benefit the Cedar Street corridor may be continued until the Realize Cedar bond funds are expended. The forecast for 2022 is \$100,000 and the forecast for 2023 is \$80,000.

DEPT 903.17 2017 DDA DEVELOPMENT

GL Number	Description	2019 Activity	06/30/2020		YTD As Of 06/30/2020	2020 PROJECTED	2021 REQUESTED	2022 FORECAST	2023 FORECAST
			Amended Budget						
248-903.17-818.000	CONTRACTUAL SERVICES	\$ 434,250	\$ -		\$ 190,782	\$ 420,000	\$ 100,000	\$ 100,000	\$ 80,000
248-903.17-970.000	CAPITAL OUTLAY	-	-		43,711	43,720	-	-	-
248-903.17-992.000	BONDING EXPENSE	-	-		-	-	-	-	-
Total		\$ 434,250	\$ -		\$ 234,493	\$ 463,720	\$ 100,000	\$ 100,000	\$ 80,000

DDA DEBT SERVICE (905)

Purpose

To account for bond principal and interest due in the current year.

Activities

Expenditures in this activity are for the following bonds:

1. 2016 Refunding bonds issued to replace 2008 DDA bonds maturing from 2019 to 2024.
2. 2016 Development bonds issued to facilitate growth within the DDA District.
3. 2017 Development bonds issued to facilitate the Realize Cedar project.

Resources Needed

The attached year 2021 budget requests expenditures of \$1,105,810, an increase of \$5,940. The forecast for 2022 is \$1,119,700 and the forecast for 2023 is \$1,128,630. The debt schedules are determined when the bonds are issued.

DEPT 905.00 DEBT SERVICE

GL Number	Description	2019 Activity	2020 Budget	2020 Projected	2021 Budget	2022 Forecast	2023 Forecast
248-905.00-999.391	TRAN OUT-2016 DDA REF BD	\$ 773,828	\$ 780,610	\$ 780,610	\$ 782,580	\$ 797,850	\$ 808,170
248-905.00-999.395	TRAN OUT-2016 DDA DEV BD	107,233	106,210	106,210	110,180	108,800	107,410
248-905.00-999.397	TRAN OUT-2017 DDA BONDS	213,044	213,050	213,050	213,050	213,050	213,050
Total		\$ 1,094,105	\$ 1,099,870	\$ 1,099,870	\$ 1,105,810	\$ 1,119,700	\$ 1,128,630

DDA 2016 REFUNDING BOND DEBT SERVICE FUND SUMMARY (391)
2017-2024 (8 YEARS)

This bond was issued in 2016 to defease the callable portion of the 2008 DDA Bonds. The 2008 Bonds funded the following six projects in the DDA district: reconstruction of Cedar St. from Dallas to Holbrook, infrastructure for Cedar Hts. neighborhood, infrastructure for Delhi NE/Depot St. area, sidewalks and lighting along Holt Rd. from Thorburn to Aspen Lakes, construction of Senior Citizens' Center, and landscaping corner of Holt & Aurelius Rds. The revenue for 90% of the bond payments comes from the Downtown Development authority, with the remaining portion paid by the Sewer Fund.

	2019 Actual	2020 Budget	2020 Projected	2021 Budget	2022 Forecast	2023 Forecast
Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditures						
Debt Service	<u>773,828</u>	<u>780,610</u>	<u>780,610</u>	<u>782,580</u>	<u>797,850</u>	<u>808,170</u>
Total Expenditures	773,828	780,610	780,610	782,580	797,850	808,170
Revenues over (under) expenditures	(773,828)	(780,610)	(780,610)	(782,580)	(797,850)	(808,170)
Other financing sources (uses)						
Transfer from DDA	<u>773,828</u>	<u>780,610</u>	<u>780,610</u>	<u>782,580</u>	<u>797,850</u>	<u>808,170</u>
Total other financing sources (uses)	773,828	780,610	780,610	782,580	797,850	808,170
Fund Balance, Beginning	-	-	-	-	-	-
Fund Balance, Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

2016 DDA REFUNDING BOND REVENUE

GL Number	Description	06/30/2020		YTD As Of 06/30/2020	2020 PROJECTED	2021 REQUESTED	2022 FORECAST	2023 FORECAST
		2019 Activity	Amended Budget					
391-000.00-699.065	TRANS IN FROM DELHI DDA	\$ 773,828	\$ 780,610	\$ 30,377	\$ 780,610	\$ 782,580	\$ 797,850	\$ 808,170
Total		\$ 773,828	\$ 780,610	\$ 30,377	\$ 780,610	\$ 782,580	\$ 797,850	\$ 808,170

2016 DDA REFUNDING DEBT SERVICE

GL Number	Description	06/30/2020		YTD As Of 06/30/2020	2020 PROJECTED	2021 REQUESTED	2022 FORECAST	2023 FORECAST
		2019 Activity	Amended Budget					
391-905.00-991.000	PRINCIPAL	\$ 701,844	\$ 719,850	\$ -	\$ 719,850	\$ 733,340	\$ 760,340	\$ 782,830
391-905.00-995.000	INTEREST	71,984	60,760	30,377	60,760	49,240	37,510	25,340
Total		\$ 773,828	\$ 780,610	\$ 30,377	\$ 780,610	\$ 782,580	\$ 797,850	\$ 808,170

2016 DDA DEVELOPMENT BOND DEBT SERVICE FUND SUMMARY (395)
2017-2035 (19 YEARS)

This bond was issued in 2016 to fund various improvements to land, buildings, and infrastructure. The revenue for bond payments will come from DDA captured tax revenue.

	2019 Actual	2020 Budget	2020 Projected	2021 Budget	2022 Forecast	2023 Forecast
Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditures						
Debt Service	107,233	106,210	106,210	110,180	108,800	107,410
Total Expenditures	107,233	106,210	106,210	110,180	108,800	107,410
Revenues over (under) expenditures	(107,233)	(106,210)	(106,210)	(110,180)	(108,800)	(107,410)
Other financing sources (uses)						
Transfer from DDA	107,233	106,210	106,210	110,180	108,800	107,410
Total other financing sources (uses)	107,233	106,210	106,210	110,180	108,800	107,410
Fund Balance, Beginning	-	-	-	-	-	-
Fund Balance, Ending	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

2016 DDA DEVELOPMENT BOND REVENUE

GL Number	Description	2019 Activity	06/30/2020	YTD As Of 06/30/2020	2020	2021	2022	2023
			Amended Budget		PROJECTED	REQUESTED	FORECAST	FORECAST
395-000.00-699.065	TRANS IN FROM DELHI DDA	\$ 107,233	\$ 106,210	\$ 20,353	\$ 106,210	\$ 110,180	\$ 108,800	\$ 107,410
Total		\$ 107,233	\$ 106,210	\$ 20,353	\$ 106,210	\$ 110,180	\$ 108,800	\$ 107,410

2016 DDA DEVELOPMENT DEBT SERVICE

GL Number	Description	2019 Activity	06/30/2020	YTD As Of 06/30/2020	2020	2021	2022	2023
			Amended Budget		PROJECTED	REQUESTED	FORECAST	FORECAST
395-905.00-991.000	PRINCIPAL	\$ 65,000	\$ 65,000	\$ -	\$ 65,000	\$ 70,000	\$ 70,000	\$ 70,000
395-905.00-995.000	INTEREST	41,733	40,710	20,353	40,710	39,680	38,300	36,910
395-905.00-999.000	PAYING AGENT FEES	500	500	-	500	500	500	500
Total		\$ 107,233	\$ 106,210	\$ 20,353	\$ 106,210	\$ 110,180	\$ 108,800	\$ 107,410

2017 DDA DEVELOPMENT BOND DEBT SERVICE FUND SUMMARY (397)
2017-2035 (19 years)

This bond was issued in 2017 to fund the implementation of the Realize Cedar Project. The revenue for bond payments will come from DDA captured tax revenue.

	2019 Actual	2020 Budget	2020 Projected	2021 Budget	2022 Forecast	2023 Forecast
Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditures						
Debt Service	<u>213,044</u>	<u>213,050</u>	<u>213,050</u>	<u>213,050</u>	<u>213,050</u>	<u>213,050</u>
Total Expenditures	213,044	213,050	213,050	213,050	213,050	213,050
Revenues over (under) expenditures	(213,044)	(213,050)	(213,050)	(213,050)	(213,050)	(213,050)
Other financing sources (uses)						
Transfer from DDA	<u>213,044</u>	<u>213,050</u>	<u>213,050</u>	<u>213,050</u>	<u>213,050</u>	<u>213,050</u>
Total other financing sources (uses)	213,044	213,050	213,050	213,050	213,050	213,050
Fund Balance, Beginning	-	-	-	-	-	-
Fund Balance, Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

REALIZE CEDAR REVENUE

GL Number	Description	06/30/2020						
		2019 Activity	Amended Budget	YTD As Of 06/30/2020	2020 PROJECTED	2021 REQUESTED	2022 FORECAST	2023 FORECAST
397-000.00-699.065	TRANS IN FROM DELHI DDA	\$ 213,044	\$ 213,050	\$ 106,272	\$ 213,050	\$ 213,050	\$ 213,050	\$ 213,050
Total		\$ 213,044	\$ 213,050	\$ 106,272	\$ 213,050	\$ 213,050	\$ 213,050	\$ 213,050

REALIZE CEDAR DEBT SERVICE

GL Number	Description	06/30/2020						
		2019 Activity	Amended Budget	YTD As Of 06/30/2020	2020 PROJECTED	2021 REQUESTED	2022 FORECAST	2023 FORECAST
397-905.00-991.000	PRINCIPAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
397-905.00-995.000	INTEREST	212,544	212,550	106,272	212,550	212,550	212,550	212,550
397-905.00-999.000	PAYING AGENT FEES	500	500	-	500	500	500	500
Total		\$ 213,044	\$ 213,050	\$ 106,272	\$ 213,050	\$ 213,050	\$ 213,050	\$ 213,050