



DOWNTOWN DEVELOPMENT AUTHORITY  
JUNE 8, 2016 - 6:00 PM  
COUNCIL CHAMBERS, CITY HALL

- I. CALL TO ORDER/TAKING OF ROLL/PLEDGE OF ALLEGIANCE
- II. APPROVAL OF AGENDA
- III. BOARD OF DIRECTORS MINUTES
  - A. Approval of the regular minutes for May 11, 2016 [Action Item]
  - B. Approval of the closed session minutes for May 11, 2016 [Action Item]
- IV. PUBLIC COMMENT
- V. COMMITTEE REPORTS
- VI. STAFF REPORTS
  - A. Finance transactions and bills [Action Item]
  - B. Monthly financial statement [Informational Item]
- VII. OLD BUSINESS
  - A. Enclosure located behind 223. S. Bridge Street Update [Discussion Item]
  - B. 218 N. Bridge Street Development RFP [Discussion Item]
  - C. E. River Street Reconstruction Update [Information Item]
- VII. NEW BUSINESS
  - A. Parking Lot #10 (Preston's Lot- W. Front St.) Entrances [Discussion Item]
- IX. PUBLIC COMMENT
- X. BOARD OF DIRECTORS COMMENTS
- XI. ADJOURNMENT

## DOWNTOWN DEVELOPMENT AUTHORITY

### MINUTES

MAY 11, 2016, 6:00 PM

COUNCIL CHAMBERS, CITY HALL

- I. **CALL TO ORDER/TAKING OF ROLL/PLEDGE OF ALLEGIANCE** – The meeting was called to order at 6:05 p.m. Members present: Chairman Bruce MacDowell, Keith Mulder, Michael Fredericks, Terrance Augustine Dave Jonas, Lise Mitchell, Bob Brown, Chris Fata and Kalmin Smith, Others Present: City Administrator Adam Smith and Assistant City Administrator Ameer King. Members Absent: Jason Barclay and Karl Glarner
- II. **APPROVAL OF AGENDA** – Mr. Jonas asked to have 3 items added to the agenda under Board of Directors Minutes add item C. Approval of Special Meeting Minutes for April 20, 2016. Under Item VII New Business add item D. Resignation of Adam Auvenshine, and if we could please discuss Item C under New Business directly after Public Comment. Mr. Augustine made a motion to approve the agenda as amended. Mr. Mulder supported the motion. Motion carried 9 to 0.
- III. **BOARD OF DIRECTORS MINUTES** –
  - A. **Approval of the regular minutes for April 13, 2016 regular meeting** – Mr. Brown made a motion to approve the regular meeting minutes of April 13, 2016. Mayor Smith supported the motion. Motion carried 9 to 0.
  - B. **Approval of the closed session minutes for April 20, 2016** – Mr. Mulder made a motion to approve the closed session minutes for April 20, 2015. Mayor Smith supported the motion. Motion carried 9 to 0.
  - C. **Approval of the special meeting minutes for April 20, 2016** – Mr. Mulder made a motion to approve the special meeting minutes for April 20, 2016. Mr. Augustine supported the motion. Motion carried 9 to 0.
- IV. **PUBLIC COMMENT** – None
- V. **COMMITTEE REPORTS** – None
- VI. **STAFF REPORTS**
  - A. **Financial transactions and bills** – Mr. Smith reviewed the bills to be paid. Mr. Mulder made a motion to approve the bills in the amount of \$9,696.12. Mr. Augustine supported the motion. Motion carried 9 to 0.
  - B. **Monthly financial statement** - Mr. Smith reviewed the financial statements.
- VII. **OLD BUSINESS** –

**Enclosure located behind 223. S. Bridge Street** – Chairman MacDowell turned the meeting over to Vice Chairman Keith Mulder. Mr. Smith indicated that this has been a long discussed item. The project deadline has passed without any formal notification or request for an extension from Mr. Gentilozzi. We included for your review the demolition bid from E.T. MacKenzie Company. The total project cost with façade grant is approximately \$79,500 which did not include the survey, legal, title work, and staff time involved to this point. The board approved the project funding up to \$53,000. Relocation of the cooker would be subject to current zoning rules and regulations. To continue dialogue the board will need to re-establish a budget. Mr. Brown made a motion to request staff complete a traffic study of the ingress/egress area and bring it back to the board at the next meeting. Mr. Augustine supported the motion. Motion carried 9 to 0. The board also requested Mr. Smith ask Mr. Gentilozzi for an alternative proposal and invite him to the next board meeting.

Vice Chairman Mulder turned the meeting over to Chairman MacDowell.
- VIII. **NEW BUSINESS** –
  - A. **218 N. Bridge Street** – Mr. Smith indicated that the City is now owners of 218 N. Bridge Street. We obtained the property through tax foreclosure. The DDA has an easement on the property. We solicited bids for the sale of the property and mailed notices to adjacent property owners. There were no responses received. Staff contacted the owner of First Place Sports directly who at that time indicated his interest in the property, however, there was no bid received. Mr. Augustine made a motion to direct staff to bring a proposed developers agreement to the board for consideration. Mr. Mulder supported the motion. Motion carried 9 to 0.
  - B. **E. River Street Reconstruction** – Phase I has been bid out and construction will begin next week. Phase I will address the Opera House drainage concerns. The street linear parking lot will include 119 new parking spaces. There will be a seven foot wide walk on the river side of the road.

**C. Street Tree in Front of Theatre Marquee** – Mr. Chuck Pantera, owner of Sun Theatre (316. S. Bridge Street), addressed the board. Mr. Pantera indicated that he would like the tree removed in front of the theatre as it blocks his marquee. Mr. Smith had suggested putting a piece of artwork or a sculpture in its place, which is favorable. Mr. Smith indicated that the Tree Board has authority over all the city trees with the exception of the trees in the parks and the cemetery. Since the DDA purchased all of the trees, it would be a good idea if the DDA board made a recommendation to the Tree Board. Mr. Mulder made a motion to recommend to the tree board the removal of the tree in front of Sun Theatre and replace it with a similar species to what is on the current block, with the business owner bearing the cost of the replacement tree. Mr. Augustine supported the motion. Motion carried 7 to 2.

**D. Resignation letter from Adam Auvenshine.** Mr. Augustine made a motion to accept the resignation of Adam Auvenshine. Mr. Mulder supported the motion. Motion carried 9 to 0.

**IX. PUBLIC COMMENT** – None

**X. BOARD OF DIRECTORS COMMENTS** – Mr. Brown reported that the Housing Services of Mid-Michigan's golf outing is coming up. Please take a flyer and post in your businesses.

Mr. Augustine reported that the Farmers Market is starting this weekend in Bridge Street Plaza.

Mr. Fredericks reported that the Music in the Park concert series will begin the first week of June.

**XI. CLOSED SESSION** – The Open Meetings Act allows the DDA to discuss certain subjects without the presence of the public. The DDA may request a staff member or any other person the DDA determines to be necessary, by a majority of the DDA members present, to attend the closed session. All persons not requested by the DDA to stay must leave the Council chambers. Once the Closed Session has ended, the DDA will resume the regular meeting.

Mr. Augustine made a motion to move into closed session to consider the purchase or lease of real property and to consider material exempt from discussion or disclosure by state and federal statute, per the Open Meetings Act, Sections 8(d) and (h). Mr. Fredericks supported the motion. A roll call vote was taken. Motion carried 9 to 0.

Mr. Brown	Yes	Ms. Mitchell	Yes	Mr. Augustine	Yes
Mr. Jonas	Yes	Mr. Mulder	Yes	Mayor Smith	Yes
Mr. Fata	Yes	Mr. Fredericks	Yes	Mr. MacDowell	Yes

Chairman MacDowell moved the meeting out of closed session at 7:53 p.m.

**XII. ADJOURNMENT** – Mr. Fata made a motion to adjourn the meeting at 7:55 p.m. Mr. Fredericks supported the motion. Mr. Jonas asked staff to look into the entrances to Preston's parking lot. Motion carried 9 to 0.

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Robert Brown, Secretary

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Date Minutes Approved

Fund 248 DDA FUND

GL Number	Description	Balance
*** Assets ***		
248-000.000-001.000	CASH	193,894.63
<b>Total Assets</b>		<b>193,894.63</b>
*** Liabilities ***		
<b>Total Liabilities</b>		<b>0.00</b>
*** Fund Balance ***		
248-000.000-390.000	Fund Balance	194,553.68
<b>Total Fund Balance</b>		<b>194,553.68</b>
<b>Beginning Fund Balance</b>		<b>194,553.68</b>
<b>Net of Revenues VS Expenditures</b>		<b>(659.05)</b>
<b>Ending Fund Balance</b>		<b>193,894.63</b>
<b>Total Liabilities And Fund Balance</b>		<b>193,894.63</b>

PERIOD ENDING 05/31/2016

GL NUMBER	DESCRIPTION	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 05/31/2016 NORM (ABNORM)	ACTIVITY FOR MONTH 05/31/2016 INCR (DECR)	AVAILABLE BALANCE (ABNORM)	% BDTG USED
Fund 248 - DDA FUND							
Revenues							
Dept 000.000-GENERAL		678,982.00	678,982.00	666,757.54	0.00	12,224.46	98.20
248-000.000-401.000	CURRENT PROPERTY TAXES	0.00	0.00	(18,158.36)	0.00	18,158.36	100.00
248-000.000-403.001	PRIOR YR PROP TAX ADJUSTMENTS	1,996.23	1,996.23	1,996.23	0.00	(996.23)	199.62
248-000.000-628.001	INSURANCE DIVIDENDS	0.00	0.00	842.04	295.92	(842.04)	100.00
248-000.000-635.001	EQUIPMENT RENTAL	100.00	100.00	617.35	56.84	(517.35)	617.35
248-000.000-665.001	INTEREST	100.00	100.00	0.00	0.00	100.00	0.00
248-000.000-665.003	RENT-PROPERTIES	0.00	0.00	434.00	0.00	(434.00)	100.00
248-000.000-673.000	SALE OF FIXED ASSETS						
Total Dept 000.000-GENERAL		680,182.00	680,182.00	652,488.80	352.76	27,693.20	95.93
TOTAL Revenues							
680,182.00		680,182.00	680,182.00	652,488.80	352.76	27,693.20	95.93
Expenditures							
Dept 170.173-ECONOMIC DEVELOPMENT		26,094.00	26,094.00	12,844.73	1,104.34	13,249.27	49.22
248-170.173-703.000	SALARIES/WAGES	7,507.00	7,507.00	4,770.11	79.88	2,736.89	63.54
248-170.173-719.000	FRINGE BENEFITS	10,000.00	10,000.00	4,000.00	0.00	6,000.00	40.00
248-170.173-731.004	PROMOTIONS & MARKETING	1,000.00	1,000.00	55.29	42.80	944.71	5.53
248-170.173-741.000	OPERATING SUPPLIES	1,000.00	1,000.00	108.08	0.00	891.92	10.81
248-170.173-801.004	ADMINISTRATIVE	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
248-170.173-802.000	LEGAL FEES	1,000.00	1,000.00	895.00	0.00	105.00	89.50
248-170.173-811.000	CONTRACTUAL	10,000.00	10,000.00	2,400.00	0.00	7,600.00	24.00
248-170.173-817.000	PROFESSIONAL SERVICES	0.00	0.00	295.11	295.11	(295.11)	100.00
248-170.173-830.001	PROPERTY OPERATING EXPENSE	50,000.00	50,000.00	27,318.33	0.00	22,681.67	54.64
248-170.173-830.002	SNOW REMOVAL	12,000.00	12,000.00	7,171.12	2,393.12	4,828.88	59.76
248-170.173-830.003	LANDSCAPE MAINTENANCE	25,000.00	46,050.00	34,827.53	1,044.97	11,222.47	75.63
248-170.173-830.004	ELECTRIC LIGHTS / POLES	7,000.00	7,000.00	3,404.20	421.88	3,595.80	48.63
248-170.173-830.005	TRASH PICKUP	7,000.00	7,000.00	5,158.13	0.00	1,841.87	73.69
248-170.173-830.006	CHRISTMAS DECORATIONS	35,000.00	35,000.00	28,508.41	0.00	6,491.59	81.45
248-170.173-830.007	PARKING LOT MAINTENANCE	5,000.00	5,000.00	417.11	160.00	4,582.89	8.34
248-170.173-830.008	OPERATIONAL EXPENSE	3,132.00	3,132.00	2,443.96	0.00	688.04	78.03
248-170.173-840.000	INSURANCE	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00
248-170.173-960.001	FACADE/RENOVATION GRANTS	0.00	0.00	153.96	153.96	(153.96)	100.00
248-170.173-974.009	STREET LIGHTS	0.00	23,950.00	23,948.78	0.00	1.22	99.99
248-170.173-977.000	EQUIPMENT	59,525.00	59,525.00	59,525.00	0.00	0.00	100.00
248-170.173-997.101	INDIRECT COST CHARGES						
Total Dept 170.173-ECONOMIC DEVELOPMENT		311,258.00	356,258.00	218,244.85	5,696.06	138,013.15	61.26
Dept 966.001-TRANSFERS OUT							
248-966.001-999.394	TRANSFER TO DDA DEBT SVC FUND	276,050.00	322,903.00	322,903.00	0.00	0.00	100.00
248-966.001-999.397	TRANSFER TO ISLAND DEBT FUND	12,000.00	12,000.00	12,000.00	0.00	0.00	100.00
248-966.001-999.494	TRANSFER TO DDA CAP PROJ	100,000.00	100,000.00	100,000.00	0.00	0.00	100.00
Total Dept 966.001-TRANSFERS OUT		388,050.00	434,903.00	434,903.00	0.00	0.00	100.00
TOTAL Expenditures							
699,308.00		791,161.00	791,161.00	653,147.85	5,696.06	138,013.15	82.56
Fund 248 - DDA FUND:							
TOTAL REVENUES		680,182.00	680,182.00	652,488.80	352.76	27,693.20	95.93

PERIOD ENDING 05/31/2016

GL NUMBER	DESCRIPTION	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 05/31/2016 NORM (ABNORM)	ACTIVITY FOR MONTH 05/31/2016 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDTG USED
Fund 248 - DDA FUND							
TOTAL EXPENDITURES		699,308.00	791,161.00	653,147.85	5,696.06	138,013.15	82.56
NET OF REVENUES & EXPENDITURES		(19,126.00)	(110,979.00)	(659.05)	(5,343.30)	(110,319.95)	0.59

EXPENDITURE REPORT FOR CITY OF GRAND LEDGE  
 Balances as of 05/31/2016

Fund 248 - DDA FUND

Account	Description	2015-16 Amended Budget	YEAR-TO-DATE THRU 05/31/16	ACTIVITY FOR MONTH ENDED 05/31/2016	Available Balance	Orig Budget	% Used
Expenditures							
Department 170.173: ECONOMIC DEVELOPMENT							
731.004	PROMOTIONS & MARKETING	10,000.00	4,000.00	0.00	6,000.00	0.00	40.00
741.000	OPERATING SUPPLIES						
05/10/2016	AP MODEL FIRST AID SAFETY &			42.80			
741.000	OPERATING SUPPLIES	1,000.00	55.29	42.80	944.71	0.00	5.53
801.004	ADMINISTRATIVE	1,000.00	108.08	0.00	891.92	0.00	10.81
802.000	LEGAL FEES	1,000.00	0.00	0.00	1,000.00	0.00	0.00
811.000	CONTRACTUAL	1,000.00	895.00	0.00	105.00	0.00	89.50
817.000	PROFESSIONAL SERVICES	10,000.00	2,400.00	0.00	7,600.00	0.00	24.00
830.001	PROPERTY OPERATING EXPENSE						
05/31/2016	GJ PUB SVC CHGS APRIL 2016			295.11			
830.001	PROPERTY OPERATING EXPENSE	0.00	295.11	295.11	(295.11)	0.00	100.00
830.002	SNOW REMOVAL	50,000.00	27,318.33	0.00	22,681.67	0.00	54.64
830.003	LANDSCAPE MAINTENANCE						
05/24/2016	AP PRECISION LAWN & SNOW			1,437.14			
05/31/2016	GJ PUB SVC CHGS APRIL 2016			825.51			
05/31/2016	GJ MAY 2016 CREDIT CARD CHARGES			130.47			
830.003	LANDSCAPE MAINTENANCE	12,000.00	7,171.12	2,393.12	4,828.88	0.00	59.76
830.004	ELECTRIC LIGHTS / POLES						
05/31/2016	GJ CONSUMERS ENERGY			1,044.97			
830.004	ELECTRIC LIGHTS / POLES	46,050.00	34,827.53	1,044.97	11,222.47	0.00	75.63
830.005	TRASH PICKUP						
05/24/2016	AP GRANGER			52.62			
05/31/2016	GJ PUB SVC CHGS APRIL 2016			369.26			
830.005	TRASH PICKUP	7,000.00	3,404.20	421.88	3,595.80	0.00	48.63
830.006	CHRISTMAS DECORATIONS	7,000.00	5,158.13	0.00	1,841.87	0.00	73.69
830.007	PARKING LOT MAINTENANCE	35,000.00	28,508.41	0.00	6,491.59	0.00	81.45
830.008	OPERATIONAL EXPENSE						
05/10/2016	AP CRAIG ELECTRIC			160.00			
830.008	OPERATIONAL EXPENSE	5,000.00	417.11	160.00	4,582.89	0.00	8.34
840.000	INSURANCE	3,132.00	2,443.96	0.00	688.04	0.00	78.03
960.001	FACADE/RENOVATION GRANTS	50,000.00	0.00	0.00	50,000.00	0.00	0.00

Fund 248 - DDA FUND

Account	Description	2015-16 Amended Budget	YEAR-TO-DATE THRU 05/31/16	ACTIVITY FOR MONTH ENDED 05/31/2016	Available Balance	2016-17 Orig Budget	% Used
Expenditures							
Department 170.173: ECONOMIC DEVELOPMENT							
974.009 STREET LIGHTS							
05/31/2016	GJ PUB SVC CHGS APRIL 2016			153.96 JE# 2623			
974.009	STREET LIGHTS	0.00	153.96	153.96	(153.96)	0.00	100.00
977.000	EQUIPMENT	23,950.00	23,948.78	0.00	1.22	0.00	99.99
997.101	INDIRECT COST CHARGES	59,525.00	59,525.00	0.00	0.00	0.00	100.00
Total - Dept 170.173		322,657.00	200,630.01	4,511.84	122,026.99	0.00	62.18
Total Expenditures		322,657.00	200,630.01	4,511.84	122,026.99	0.00	62.18

Fund 394 DDA DEBT FUND

GL Number	Description	Balance
*** Assets ***		
394-000.000-001.000	CASH	7,283.14
<b>Total Assets</b>		<b>7,283.14</b>
*** Liabilities ***		
<b>Total Liabilities</b>		<b>0.00</b>
*** Fund Balance ***		
394-000.000-390.000	Fund Balance	7,195.55
<b>Total Fund Balance</b>		<b>7,195.55</b>
<b>Beginning Fund Balance</b>		<b>7,195.55</b>
<b>Net of Revenues VS Expenditures</b>		<b>87.59</b>
<b>Ending Fund Balance</b>		<b>7,283.14</b>
<b>Total Liabilities And Fund Balance</b>		<b>7,283.14</b>

PERIOD ENDING 05/31/2016

GL NUMBER	DESCRIPTION	2015-16		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDTG USED
		ORIGINAL BUDGET	2015-16 AMENDED BUDGET	05/31/2016 NORM (ABNORM)	05/31/2016 NORM (ABNORM)	MONTH 05/31/2016 INCR (DECR)	05/31/2016 INCR (DECR)	BALANCE	NORM (ABNORM)	
Fund 394 - DDA DEBT FUND										
Revenues										
Dept 905.906-DEBT SERVICE										
394-905.906-665.001	INTEREST	400.00	400.00	533.58		27.38		(133.58)		133.40
394-905.906-699.248	TRANSFER FROM DDA	276,050.00	322,903.00	322,903.00		0.00		0.00		100.00
Total Dept 905.906-DEBT SERVICE		276,450.00	323,303.00	323,436.58		27.38		(133.58)		100.04
TOTAL Revenues		276,450.00	323,303.00	323,436.58		27.38		(133.58)		100.04
Expenditures										
Dept 905.906-DEBT SERVICE										
394-905.906-991.000	DEBT-PRINCIPAL	209,360.00	256,154.00	256,152.38		80,000.00		1.62		100.00
394-905.906-995.000	DEBT-INTEREST	66,140.00	66,199.00	66,196.61		6,664.00		2.39		100.00
394-905.906-998.000	DEBT-PAYING AGENT FEES	550.00	550.00	1,000.00		0.00		(450.00)		181.82
Total Dept 905.906-DEBT SERVICE		276,050.00	322,903.00	323,348.99		86,664.00		(445.99)		100.14
TOTAL Expenditures		276,050.00	322,903.00	323,348.99		86,664.00		(445.99)		100.14
Fund 394 - DDA DEBT FUND:										
TOTAL REVENUES		276,450.00	323,303.00	323,436.58		27.38		(133.58)		100.04
TOTAL EXPENDITURES		276,050.00	322,903.00	323,348.99		86,664.00		(445.99)		100.14
NET OF REVENUES & EXPENDITURES		400.00	400.00	87.59		(86,636.62)		312.41		21.90

Fund 394 - DDA DEBT FUND

Account	Description	2015-16 Amended Budget	YEAR-TO-DATE THRU 05/31/16	ACTIVITY FOR MONTH ENDED 05/31/2016	Available Balance	2016-17 Orig Budget	% Used
Expenditures							
Department 905.906: DEBT SERVICE							
991.000 DEBT-PRINCIPAL							
05/31/2016	GJ 2011 DDA REFUNDING BOND PYMT 5/1/16			80,000.00	JE# 2630		
991.000	DEBT-PRINCIPAL	256,154.00	256,152.38	80,000.00	1.62	0.00	100.00
995.000	DEBT-INTEREST						
05/31/2016	GJ 2011 DDA REFUNDING BOND PYMT 5/1/16			6,664.00	JE# 2630		
995.000	DEBT-INTEREST	66,199.00	66,196.61	6,664.00	2.39	0.00	100.00
998.000	DEBT-PAYING AGENT FEES	550.00	1,000.00	0.00	(450.00)	0.00	181.82
Total - Dept 905.906		322,903.00	323,348.99	86,664.00	(445.99)	0.00	100.14
Total Expenditures		322,903.00	323,348.99	86,664.00	(445.99)	0.00	100.14

Fund 494 DDA CAPITAL PROJECTS FUND

GL Number	Description	Balance
*** Assets ***		
494-000.000-001.000	CASH	276,297.42
<b>Total Assets</b>		<b>276,297.42</b>
*** Liabilities ***		
<b>Total Liabilities</b>		<b>0.00</b>
*** Fund Balance ***		
494-000.000-390.000	FUND BALANCE	175,640.13
<b>Total Fund Balance</b>		<b>175,640.13</b>
<b>Beginning Fund Balance</b>		<b>175,640.13</b>
<b>Net of Revenues VS Expenditures</b>		<b>100,657.29</b>
<b>Ending Fund Balance</b>		<b>276,297.42</b>
<b>Total Liabilities And Fund Balance</b>		<b>276,297.42</b>

PERIOD ENDING 05/31/2016

GL NUMBER	DESCRIPTION	2015-16		YTD BALANCE		ACTIVITY FOR		AVAILABLE	
		ORIGINAL BUDGET	2015-16 AMENDED BUDGET	05/31/2016 NORM (ABNORM)	05/31/2016 NORM (ABNORM)	MONTH 05/31/2016 INCR (DECR)	BALANCE	NORM (ABNORM)	% BDGT USED
Fund 494 - DDA CAPITAL PROJECTS FUND									
Revenues									
Dept 900.901-CAPITAL OUTLAY - PUBLIC IMPROV									
494-900.901-665.001	INTEREST	0.00	0.00	657.29	657.29	80.51	(657.29)	100.00	100.00
494-900.901-699.248	TRANSFER FROM DDA	100,000.00	100,000.00	100,000.00	100,000.00	0.00	0.00	100.00	100.00
Total Dept 900.901-CAPITAL OUTLAY - PUBLIC IMPROV		100,000.00	100,000.00	100,657.29	100,657.29	80.51	(657.29)	100.66	100.66
TOTAL Revenues		100,000.00	100,000.00	100,657.29	100,657.29	80.51	(657.29)	100.66	100.66
Fund 494 - DDA CAPITAL PROJECTS FUND:									
TOTAL REVENUES		100,000.00	100,000.00	100,657.29	100,657.29	80.51	(657.29)	100.66	100.66
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		100,000.00	100,000.00	100,657.29	100,657.29	80.51	(657.29)	100.66	100.66

## AGREEMENT FOR PROPERTY DEVELOPMENT AND USE REQUIREMENTS, CONDITIONS AND RESTRICTIONS

This Agreement for Property Development and Use Requirements, Conditions and Restrictions (the "Agreement" or this "Agreement") is made this 28 day of August, 2015, by the City of Grand Ledge, a Michigan city organized and operating under the provisions of the Home Rule City Act, MCL 117.1, *et seq.*, as amended, whose address is 310 Greenwood Street, Grand Ledge, Michigan 48837 (the "City") and Stein Brothers, Inc., a Michigan corporation, whose address is 2290 Rolling Ridge Lane, Holt, Michigan 48842 (the "Developer").

### WITNESSETH:

**WHEREAS**, the City is the owner of certain real property located at 200 E. Jefferson Street and 319 Taylor Street within the City of Grand Ledge, Eaton County, Michigan, which property is more particularly described in the legal description that is attached hereto and made a part hereof as Exhibit "A" (collectively, the "Property");

**WHEREAS**, the City and the Developer have entered into a Purchase Agreement for the transfer of the Property to the Developer; and

**WHEREAS**, to promote the efficient, harmonious, and beneficial development and use of the Property, the City and the Developer agree to impose upon the Property the requirements, conditions, and restrictions contained herein.

**NOW, THEREFORE**, the City hereby declares and the Developer agrees that the Property and any part thereof shall be held, improved, developed, transferred, dedicated, leased, subleased, occupied, sold, and conveyed subject to the following covenants, conditions, reservations, and restrictions, which shall run with the land and shall be binding upon an inure to the benefit of all parties owning, occupying, and otherwise having any interest (including a mortgage interest) in land within the Property and their respective heirs, personal representatives, successors, and assigns.

### ARTICLE I USE RESTRICTIONS

Section 1.1. Use Restrictions. The City and the Developer agree that no part of the Property, or any building, structure, or improvement on the Property, shall be used for other than the following:

(a) A full service, sit-down "brew pub," micro-brewery, or other restaurant, including related accessory uses.

(b) Any other use approved in writing by the City that is otherwise permitted by the City Ordinances, including specifically the permissible use provisions contained in the City's Zoning Ordinances.

## ARTICLE II **ENFORCEMENT AND REMEDIES**

Section 2.1. Standing to Enforce Violations, Hold Harmless, and Indemnification. The City or its assigns shall have the right and the standing to enforce any or all of the requirements, conditions, restrictions, and other provisions of this Declaration. In addition, the City may, in its sole discretion, assign to any third party its rights to enforce any of the restrictions contained herein. The Developer agrees not to challenge the standing of any City assignee to enforce these restrictions. The Developer agrees to indemnify and hold harmless the City, its City Council, administrative officers, and agents from any costs and expenses, including attorney's fees, incurred as a result of any individual or other entity's enforcement of any requirements, conditions, or restrictions contained herein.

Section 2.2. Remedies Available to City. The Developer and all other owners, lessees, mortgages or other parties having any interest in the Property hereby authorize and empower the City or its assigns after reasonable notice in writing and opportunity to cure, and to enter upon any part of the Property, including any building or structure thereon, for the purpose of correcting, remedying, completing, or abating any violation of the covenants, conditions, restrictions, and other provisions of this Agreement.

Section 2.3. City's Entitlement to Reimbursement. The City or its assigns shall be entitled to reimbursement for all actual costs, including out-of-pocket costs and attorneys' fees, incurred by it in correcting, remedying, preventing, or abating any violation of this Agreement, including taking any of the actions described in Section 2.2 above. It shall be the responsibility of the Developer or any owner of the Property on which the violation occurs to make such reimbursement, whether or not the Developer or other property owner was responsible for the violation or is able to obtain reimbursement from the party responsible for the violation. The Developer or other property owners' obligation to make such reimbursement shall constitute a lien on the Property, and such lien may be foreclosed by appropriate judicial proceedings but is subordinate to the first mortgage lien of any institutional lender.

Section 2.4. Injunctive Relief; Costs. If the City or its assigns seek to enforce any of the covenants, conditions, restrictions, or other provisions of this Agreement, it shall be entitled to immediate (including preliminary) injunctive relief against any actual or probable violation of or noncompliance with the provisions contained in this Agreement. If one or more owners of, or one or more institutional lenders holding a first mortgage lien on any of the parcels within the Property, seeks to enforce any restriction, prohibition, or other provision contained herein, any request for injunctive relief shall be subject to the customary judicial standards for determining whether injunctive relief is appropriate. The City shall be entitled to all costs attendant upon any enforcement of the terms of this Agreement, including reasonable attorneys' fees.

Section 2.5. Liquidated Damages. The City and the Developer agree that due to the difficulty of quantifying the damages that the City will incur as a result of the Developer's breach of the development restrictions, the Developer, and its successors and assigns agree to pay the City \$500 per day as liquidated damages, not as a penalty, for any day for which the Property is in breach of any of the use restrictions contained in Article I above.

Section 2.6. City's Remedies Cumulative. The City's remedies as contained in this Article II shall be in addition to and cumulative of any other remedies or forms of relief otherwise available to the City.

### ARTICLE III DISCLAIMER OF LIABILITY

Section 3.1. Disclaimer of the City's Liability. The terms of this Agreement granting the City the authority to take action with respect to Property are intended solely to enable the City to achieve and maintain what it deems to be the proper use and development of the Property. The City shall have no liability or obligation for any act or failure to act with respect to the subject matter of this Agreement including (without limitation) any act or omission.

### ARTICLE IV MISCELLANEOUS

Section 4.1. Titles. The titles of sections are intended merely for the purpose of providing convenient reference and shall not be considered interpreting or construing any provision of this Agreement.

Section 4.2. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.

Section 4.3. Conflict With Applicable Law. The requirements, conditions, and restrictions contained in this Agreement shall not be taken as permitting any action or anything prohibited by the applicable zoning laws, any laws, ordinances, or regulations of any governmental authority or by specific restrictions otherwise imposed. In the event of any conflict, the most restrictive provision shall govern and control.

Section 4.4. Invalidity. If any provision contained in this Agreement shall be held invalid, such invalidity shall not affect any of other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions contained herein are severable.

Section 4.5. Binding Effect. The provisions contained in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 4.6. Notices. Any notices or approvals of any kind required or permitted under this Agreement shall be in writing and shall be deemed duly delivered. If delivered in person or if mailed by Certified Mail, Return Receipt Requested, postage prepaid to the appropriate party as follows:

- (a) If to the City:                   City of Grand Ledge  
  Attention: City Administrator  
  310 Greenwood Street  
  Grand Ledge, Michigan 48837
  
- (b) If to the Developer:           Stein Brothers, Inc.  
  Attention: President  
  2290 Rolling Ridge Lane  
  Holt, Michigan 48842

Or at such other address or to the attention of such other individual as shall be specified by the respective parties, their successors and assigns, by written notice.

*ORA 5.1*

Section 6.1: Governmental Immunity. Nothing contained in this Declaration is intended to, or shall constitute, any waiver of the protections afforded the City under a claim of governmental immunity.

**ARTICLE VII  
DURATION**

*ORA 6.1*

Section 7.1: Duration of Covenants. This Agreement shall be in full force and effect until 28 Aug, 2025. Thereafter, the use of the Property shall be subject to the City Ordinances then in effect, including specifically the permissible use provisions contained in the Zoning Ordinance.

This Agreement is exempt from real estate transfer tax pursuant to MCL 207.505(h)(i) and from real estate transfer tax pursuant to the provisions of MCL 207.526(h)(i).

IN WITNESS WHEREOF, the City of Grand Ledge has executed this Agreement for Property Development Requirements, Conditions and Restrictions effective on the 27<sup>th</sup> day of August, 2015.

**CITY OF GRAND LEDGE,  
a Michigan city**

*Kalvin D Smith*

By:

*Gregory L Newman*

Its:

*Kalvin D. Smith, Mayor  
Gregory L. Newman, Clerk*

Date:

27 Aug 2015, 2015

Acknowledged before me in Eaton County, Michigan, on August 27<sup>th</sup>, 2015,  
by Kalvin D. Smith, Gregory L Newman, City of Grand Ledge, a Michigan city.

**DEVIN LAVENGOOD**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF EATON  
My Commission Expires September 13, 2019  
Acting in the County of Eaton

*[Signature]* (signature)  
\_\_\_\_\_  
(printed)  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

**CONSENT OF DEVELOPER**

**STEIN BROTHERS, INC.,  
a Michigan corporation**

By: Edward Huston

Its: PRESIDENT

Date: AUG. 28, 2015

Acknowledged before me in Ingham County, Michigan, on 8/28/15  
2015, by Edward Huston, President, Stein Brothers, Inc., a Michigan city.

[Signature] (signature)  
\_\_\_\_\_  
(printed)

Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

**E. PORTER**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF SHIAWASSEE  
My Commission Expires July 19, 2018  
Acting in the County of Ingham

**Prepared By and After Recording Return To:**  
Gordon W. Van Wieren, Jr., Esq.  
Thrun Law Firm, P.C.  
P.O. Box 2575  
East Lansing, Michigan 48826-2575

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

**Real property located at 200 E. Jefferson Street and 319 Taylor Street within the City of Grand Ledge, Eaton County, Michigan, legally described as follows:**

**Lots 10 and 11. NE 2 Rods of Lots 12 and 13. O.P. Block 34. City of Grand Ledge  
AND**

**NE 52 FT of SW 8 Rods of Lots 12 and 13. O.P. Block 34. City of Grand Ledge**

**Parcel Numbers: 400-000-634-110-00 and 400-000-634-120-00**