



AGENDA
CHARTER TOWNSHIP OF MERIDIAN
Downtown Development Authority
July 9, 2018 7:30 am
Municipal Building-Town Hall Room
5151 Marsh Rd. Okemos



1. CALL MEETING TO ORDER
2. MISSION: The Meridian Township DDA mission is to beautify and revitalize downtown Okemos as a very desirable place to shop, live, and do business. It is a commitment to promoting and improved quality of life by creating a friendly, walkable community embracing the natural aesthetics of the river and parks.
3. APPROVAL OF AGENDA
4. MINUTES-May 7, 2018; Subcommittee notes June 13, 2018
5. PUBLIC REMARKS
6. PRESENTATION – None
7. FINANCIAL REPORT
8. AUTHORIZATION OF PAYMENTS
 - A. Consumers & Planter Bills
9. NEW BUSINESS
 - A. DDA Subcommittee Meeting re: updated DDA TIFA Plan proposal
10. OLD BUSINESS
 - A. Active Business List Update
11. CHAIR REPORT
12. STAFF REPORT
 - A. Development Projects Update
13. TOWNSHIP MANAGER REPORT
14. TOWNSHIP BOARD REPORT
15. OPEN DISCUSSION/BOARD COMMENTS
16. PUBLIC REMARKS
17. NEXT MEETING DATE
 - A. September 10, 2018, 7:30am
18. ADJOURNMENT

Individuals with disabilities requiring auxiliary aids or services should contact the Meridian Township Board by contacting:
Township Manager Frank L. Walsh, 5151 Marsh Road, Okemos, MI 48864 or 517.853.4258 - Ten Day Notice is Required.
Meeting Location: 5151 Marsh Road, Okemos, MI 48864 Township Hall



Charter Township of Meridian
Downtown Development Authority (DDA)
5151 Marsh Road, Okemos, MI 48864
Monday, May 7, 2018 – Minutes (Draft)

Members

Present: Bill Cawood, Susan Fulk, Jim Spanos, Will Randle, Scott Weaver and Supervisor Ron Styka, Jim Raynak, and Renee Korrey

Members Sherry Fisher

Absent:

Staff

Present: Economic Development Director Chris Buck, Senior Planner Peter Menser, and Executive Assistant Michelle Prinz

Others

Present: Township Trustee Patricia Herring Jackson, Township Trustee Phil Deschaine, Planning Commissioner Emily Stivers

1. CALL MEETING TO ORDER

Chair Fulk called the meeting to order at 7:32 am.

2. APPROVAL OF THE AGENDA

MOTION BY MEMBER KORREY TO APPROVE AGENDA. SUPPORTED BY SUPERVISOR STYKA. MOTION APPROVED 8-0.

3. APPROVAL OF MEETING MINUTES OF MARCH 5, 2018

MOTION BY MEMBER KORREY TO APPROVE MINUTES. SUPPORTED BY SUPERVISOR STYKA. MOTION APPROVED 8-0.

4. PUBLIC REMARKS

Trustee Phil Deschaine spoke on behalf of the Kiwanis Club looking for support for the Flags over Meridian project. Kiwanis is seeking \$18 per flag for 30 flags in the DDA area.

5. PRESENTATION

Eric Helzer from Advanced Redevelopment Solutions discussed his qualifications and long history assisting with brownfield and TIFA plans via DDAs. He presented a draft DDA/TIFA Plan adoption schedule. Based on the work that would be required there was discussion

about developing an ad hoc committee to work on this process along with additional DDA meetings.

MOTION BY MEMBER KORREY FOR THE DDA TO BEGIN PREPARING AN UPDATED TIFA PLAN, DEVELOP A COMMITTEE TO SUPPORT THE PLAN, IDENTIFY POTENTIAL COST, AND ADJUST MEETINGS AS NECESSARY. SUPPORTED BY MEMBER RAYNAK. MOTION APPROVED 8-0.

Representing the DDA on the committee will be Renee Korrey and Jim Raynak. A third may be requested pending interest and possible new DDA members.

MOTION BY MEMBER KORREY TO HOLD A SPECIAL MEETING OF THE DDA ON MONDAY, JUNE 4TH AT 7:30AM. SUPPORTED BY MEMBER RAYNAK. MOTION APPROVED 8-0.

6. FINANCIAL REPORT

Staff provided a summary update on the April 2018 Financial Report. Report on file. Director Mattison discussed the DDA Annual Report.

MOTION BY MEMBER RAYNAK TO APPROVE THE ANNUAL REPORT TO SEND TO THE TOWNSHIP BOARD FOR FINAL APPROVAL. SUPPORTED BY MEMBER RANDLE. MOTION APPROVED 8-0.

7. AUTHORIZATION OF PAYMENTS

MOTION BY MEMBER RAYNAK TO AUTHORIZE CONSUMERS ENERGY ELECTICITY PAYMENT OF \$106.45. SUPPORTED BY MEMBER RANDLE. MOTION APPROVED 8-0.

8. NEW BUSINESS

- a. DDA Longevity-Evolution
Director Buck decided to strike this item in the interest of time.
- b. 2018 Flower Basket/Landscaping Plan
Member Spanos agreed to donate \$500 toward the Flags over Meridian project for the DDA.

MOTION BY MEMBER RAYNAK FOR THE DDA TO CONTRIBUTE \$40.00 TO THE FLAGS OVER MERIDIAN PROJECT FOR THE DDA AREA. SUPPORTED BY MEMBER RANDLE. MOTION APPROVED 8-0.

Discussion regarding if the flower baskets are needed this season.

MOTION BY MEMBER WEAVER FOR THE DDA TO CONTRIBUTE A MAXIMUM OF \$2,500 FOR THE HANGING FLOWER BASKETS. SUPPORTED BY MEMBER RAYNAK. MOTION APPROVED 7-1.

9. OLD BUSINESS

- a. MUPUD Zoning Ordinance Amendment Update
The Township Board passed the amendment at the last Board meeting.

b. Meridian Redevelopment Fund

In the interest of time this will be discussed further at the next meeting on June 4, 2018.

10. CHAIR REPORT

None.

11. STAFF REPORT

Director Buck reported that the EDC has been working on refinancing the existing bonds for Burcham Hills. The CIA is working on a lighting project with Consumers Energy. He also discussed the following new developments:

- Fox Nissan is open in the old Nissan footprint
- Kellie's Wooden Skate will open soon
- Baskin Robbins is scheduled to open soon
- The Elevation in Okemos is taking leasing applications

12. TOWNSHIP MANAGER REPORT

None.

13. TOWNSHIP BOARD REPORT

Supervisor Styka reported in addition to the MUPUD zoning amendment being passed, the Ingham County Road Department has committed dollars to redo the historic bridge on Okemos Road. Construction is expected in 2020.

14. OPEN DISCUSSION/BOARD COMMENTS

None.

15. PUBLIC REMARKS

None.

16. NEXT MEETING DATE

a. June 4, 2018, 7:30am

17. ADJOURNMENT

The meeting adjourned without objection at 9:06am.



Charter Township of Meridian
Downtown Development Authority (DDA) –Subcommittee Meeting
5151 Marsh Road, Okemos, MI 48864
Monday, June 13, 2018 – Minutes (Draft)

Members

Present: Trustee Dan Opsommer, Jim Spanos, Will Randle, Supervisor Ron Styka, Jim Raynak, and Renee Korrey

Members

Absent:

Staff

Present: Economic Development Director Chris Buck, Community Planning & Development Director Mark Kieselbach and Executive Assistant Michelle Prinz

Others

Present: Eric Helzer, John Peckham - Advanced Redevelopment Solutions

1. CALL MEETING TO ORDER

Director Buck called the meeting to order at 11:45 am.

2. APPROVAL OF THE AGENDA

3. PUBLIC REMARKS

None.

4. PRESENTATION

Eric Helzer from Advanced Redevelopment Solutions discussed his brownfield redevelopment program. He presented an updated draft DDA/TIFA Plan adoption schedule to complete all tasks by the end of 2018. The entire DDA plan needs to be rewritten. There was discussion about the removal of the Meijer parcel from the DDA.

The Advanced Redevelopment Solutions engagement letter and fees were discussed. Will Randle from True North Development agreed to pay the \$71,108 payment to keep the project on schedule. Discussion was had around the fact that he could submit a grant application to the Meridian Redevelopment Fund for \$71,108 to be reimbursed.

The DDA will need to approve the scope of the plan and agreement at their July meeting. Director Buck will follow up with the Township Attorney for guidance on who should sign the agreement with Advanced Redevelopment Solutions.

5. OPEN DISCUSSION/BOARD COMMENTS

None.

6. PUBLIC REMARKS

None.

7. NEXT MEETING DATE

a. July 9, 2018, 7:30am

8. ADJOURNMENT

The meeting adjourned without objection at 1:30pm.

Meridian Twp DDA
Preliminary Financial Statements
 Period Ending 6/30/2018 - UNAUDITED

BALANCE SHEET

Year to Date

ASSETS

| | | |
|-----------------------|--|--------------------|
| Cash | | \$77,699.83 |
| Due from General Fund | | \$0.00 |
| Taxes Receivable | | \$0.00 |
| Accounts Receivable | | \$0.00 |
| Prepaid Expense | | \$0.00 |
| TOTAL ASSETS | | \$77,699.83 |

LIABILITIES

| | | |
|-----------------------------|--|---------------------|
| Accrued Interest Payable | | \$0.00 |
| Due to General Fund | | \$0.00 |
| Unearned Revenue | | \$0.00 |
| Deferred Inflows of Revenue | | \$0.00 |
| LT Note Payable | | \$149,500.00 |
| TOTAL LIABILITIES | | \$149,500.00 |

FUND BALANCE

| | | |
|---|--|----------------------|
| Fund Balance 12/31/17 | | (\$96,845.43) |
| 2018 YTD Net Income | | \$25,045.26 |
| TOTAL FUND BALANCE | | (\$71,800.17) |
| TOTAL LIABILITIES & FUND BALANCE | | \$77,699.83 |

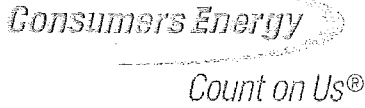
INCOME STATEMENT

REVENUES

| | <u>May</u> | <u>June</u> | <u>Year to Date</u> |
|-------------------------------|---------------|---------------|---------------------|
| Tax Capture | \$0.00 | \$0.00 | \$13,407.53 |
| PPT Reimbursement | \$0.00 | \$0.00 | \$11,218.47 |
| Grants | \$0.00 | \$0.00 | \$0.00 |
| DDA Downtown Events/Donations | \$0.00 | \$0.00 | \$0.00 |
| Other | \$0.00 | \$0.00 | \$0.00 |
| TOTAL REVENUE | \$0.00 | \$0.00 | \$24,626.00 |

EXPENDITURES

| | | | |
|--|-------------------|---------------|--------------------|
| Operating Costs | \$229.05 | \$0.00 | \$701.74 |
| Professional Consultant/Contractual Services | \$0.00 | \$0.00 | \$0.00 |
| Community Projects | \$0.00 | \$0.00 | \$0.00 |
| Communications | \$0.00 | \$0.00 | \$0.00 |
| Conferences | \$0.00 | \$0.00 | \$0.00 |
| Special Events - Celebrate Expenses | \$0.00 | \$0.00 | \$0.00 |
| Tax Appeal Refunds | \$0.00 | \$0.00 | \$0.00 |
| Interest on Loan | \$0.00 | \$0.00 | (\$1,121.00) |
| TOTAL EXPENDITURES | \$229.05 | \$0.00 | (\$419.26) |
| 2018 Net Income | (\$229.05) | \$0.00 | \$25,045.26 |



Questions:
Visit: ConsumersEnergy.com
Call us: 800-805-0490

Amount Due: **\$94.09**
Please pay by: **July 12, 2018**

**C/O DOWNTOWN DEV AUTH
MERIDIAN CHARTER TOWNSHIP
5151 MARSH RD
OKEMOS MI 48864-1104**

➤ Thank You - We received your last payment of \$82.60 on June 04, 2018

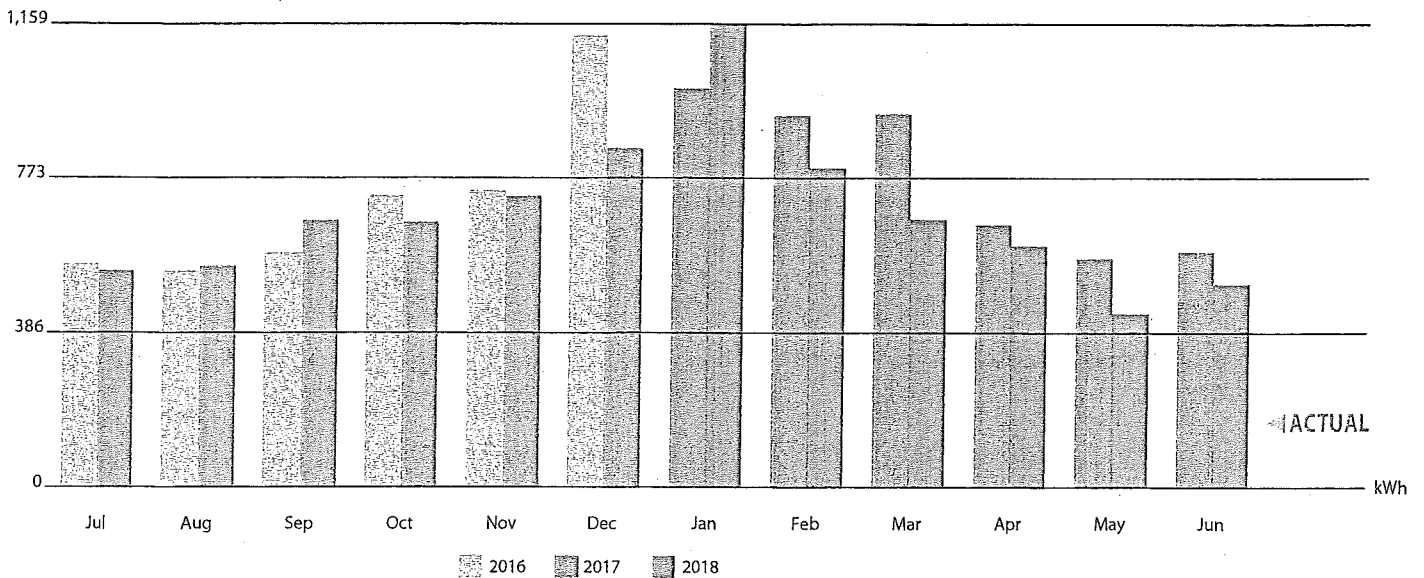
➤ Service Address:
2167 Hamilton Rd
Okemos MI 48864-1643



June Energy Bill

Service dates: May 18, 2018 - June 18, 2018 (32 days)

Total Electric Use (kWh - kilowatt-hour)



June Electric Use

508 kWh
June 2017 use: 590 kWh

Cost per day:

\$2.94

kWh per day:

16

Prior 12 months electric use:

8,181 kWh

STAY SAFE: Call 9-1-1 and 800-477-5050. We'll respond day or night.



Downed power lines. Stay 25 feet away. Call from a safe location.



If you smell natural gas. If the "rotten egg" odor of gas is apparent, call from a safe location.



Be Prepared with Outage Alerts

To help you **stay informed during an outage**, we can now text you with an estimated restoration time and keep you updated if anything changes.

Sign up for text alerts by texting REG to 232273 and providing your account number when prompted.

Learn more at www.ConsumersEnergy.com/alerts.



Need to talk to us? Visit ConsumersEnergy.com
or call 800-805-0490
Hearing/speech impaired: Call 7-1-1

Service Address:
2167 Hamilton Rd; Okemos MI
48864-1643
Account: **1000 5603 2681**

Account Information

Bill Month: June
Service dates: 05/18/2018 - 06/18/2018
Days Billed: 32
Portion: 14 06/18

Rate Information

Elec Gen Sec Rate GS Com
Rate: 1100

Meter Information

Your next scheduled meter read
date is on or around 07/18/2018

Electric Service:

Smart Meter
Meter Number: 31278553
POD Number: 0000004053513
Beginning Read Date: 05-18
Ending Read Date: 06-18
Beginning Read: 9228
Ending Read: 9736 (Actual)
Usage: 508 kWh

Total Metered Energy Use: 508 kWh

June Energy Bill

Invoice: 201005606103

Account Summary

| | |
|------------------------------|-----------------|
| Last Month's Account Balance | \$82.60 |
| Payment on June 04, 2018 | <u>\$82.60-</u> |
| Balance Forward | \$0.00 |

Payments applied after Jun 19, 2018 are not included.

Electric Charges

| | | |
|----------------------------|----------------|---------------|
| Energy | 508@ 0.096799 | \$49.17 |
| PSCR | 508@ 0.003040- | \$1.54- |
| System Access | | \$20.00 |
| Distribution | 508@ 0.042598 | \$21.64 |
| Energy Efficiency | | \$3.29 |
| Power Plant Securitization | 508@ 0.001187 | \$0.60 |
| Low-Income Assist Fund | | <u>\$0.93</u> |

Total Electric \$94.09

Total Energy Charges \$94.09

Amount Due: \$94.09
by July 12, 2018

If you pay after the due date, a 2% late payment charge
will be added to your next bill.

Please make any inquiry or complaint about this bill before the due date listed on the front.
Visit ConsumersEnergy.com/aboutmybill for details about the above charges.

NEWS AND INFORMATION

We have filed a request with the Michigan Public Service Commission in Case U-20134 to adjust electric rates. This will help make improvements to enhance reliability, customer service and benefit the environment. A copy of our filing and explanation of proposed changes may be viewed at our offices and <http://efile.mpsc.state.mi.us/efile>.

Summer electric rates higher. The cost of electricity is higher from June through September because of greater

demand associated with air conditioning and other factors.

ALERT - Beware of phone and email scams regarding utility payments: Consumers Energy never demands payment using only a prepaid card. Many options at www.ConsumersEnergy.com/waystopay.

Understanding Your Electric Bill: Power supply charges include electric generation and transmission costs based on

the amount of kilowatt-hours (kWh) used. Different rates are charged depending on the time of year and the amount of energy used. Consumers Energy does not make a profit on the cost of fuel or purchased power. More at www.ConsumersEnergy.com/ratesbiz.

Questions about your bill? Get an explanation of charges and learn more at www.ConsumersEnergy.com/business.



Questions:
Visit: ConsumersEnergy.com
Call us: 800-805-0490

Amount Due: \$82.60
Please pay by: June 12, 2018

**C/O DOWNTOWN DEV AUTH
MERIDIAN CHARTER TOWNSHIP
5151 MARSH RD
OKEMOS MI 48864-1104**



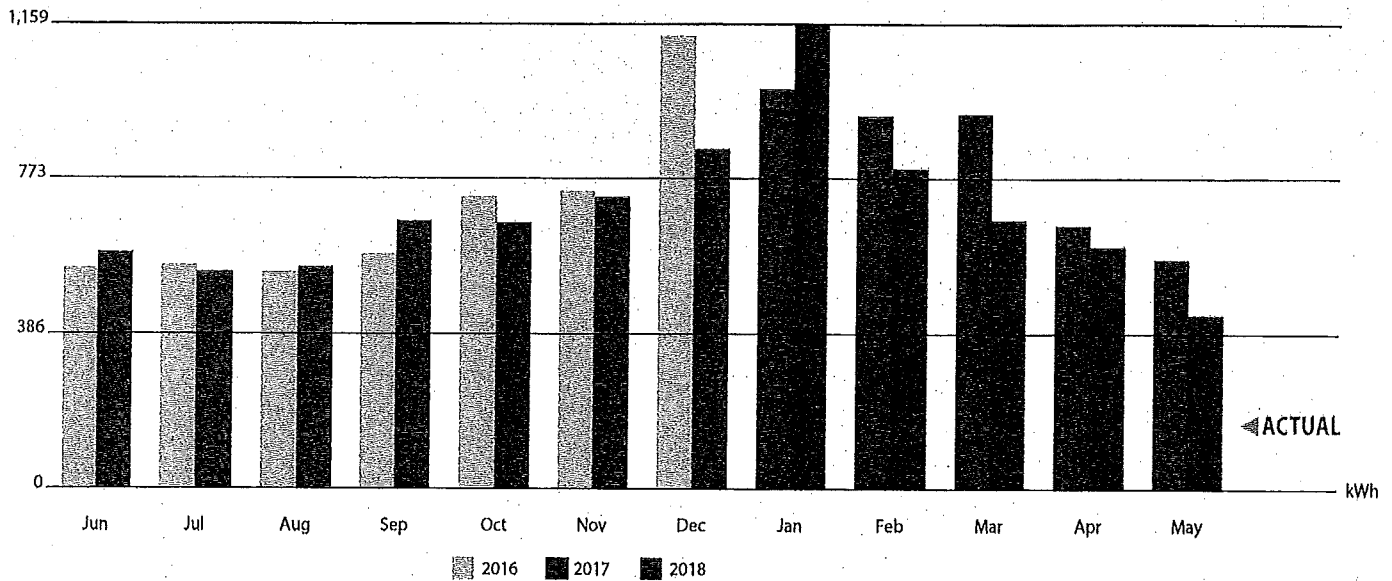
▶ **Thank You** - We received your last payment of **\$106.45** on **May 07, 2018**

▶ **Service Address:**
2167 Hamilton Rd
Okemos MI 48864-1643

May Energy Bill

Service dates: April 19, 2018 - May 17, 2018 (29 days)

Total Electric Use (kWh - kilowatt-hour)



May Electric Use

436 kWh
May 2017 use: 574 kWh

Cost per day:

\$2.85

kWh per day:

15

Prior 12 months electric use:

8,263 kWh

STAY SAFE: Call 9-1-1 and 800-477-5050. We'll respond day or night.



Downed power lines.
Stay 25 feet away. Call from a safe location.



If you smell natural gas.
If the "rotten egg" odor of gas is apparent, call from a safe location.



Explore Energy Efficiency Solutions for Your Business

Discover the many ways your business can save, or tell us a little about your business to find the solutions best suited to you.

Get started

www.ConsumersEnergy.com/startsaving

REDWOOD LANDSCAPING L.L.C.

P.O. BOX 926

OKEMOS, MI 48805

(517) 381-0500

Invoice

CHARTER TOWNSHIP OF MERIDIAN

MICHELLE PRINZ

5151 MARSH RD

OKEMOS, MI 48864

| | |
|------------------|----------|
| Account No. | Date |
| 393 | 05/31/18 |
| Total Amount Due | |
| \$ 75.00 | |

Date Due: 06/16/18

Amount Enclosed \$

75.00

REMIT TO: REDWOOD LANDSCAPING L.L.C.

Services Rendered At: MERIDIAN TOWNSHIP

HAMILTON & OKEMOS RDS

OKEMOS MI 48864

Previous Balance:

0.00

Page # 1

| DATE | DESCRIPTION | AMOUNT |
|--------------------------------------|--------------------|------------------|
| 05/21/18 | IRRIGATION TURN ON | 75.00 |
| <p>900-000.000-728.000 <i>MP</i></p> | | |
| Current | | Total Amount Due |
| 75.00 | | \$ 75.00 |

ENOJY THE BEAUTIFUL SUMMER WEATHER!!!

Attention
Michelle

Van Atta's Flower Shop, Inc.
9006 Old M78
Haslett, MI 48840
Ph(517) 339-1142
Fax (517) 339-0172

Van Atta's Flower Shop
9006 Old M78
Haslett, MI 48840
(517) 339-1142

CREDIT CARD
SALE
DUPLICATE

SALE

RE-PRINT

Trans Date 5/15/2018 12:34:10 PM

Transaction ID: 1117219
Register: basic
 clerk: Zandy
Customer: Meridian Township

TID: 8801406572511 REF#: 00000004
Batch #: 0990
05/15/18 12:34:03
AVS: Z
Invoice #: 4
APPR CODE: 082726
VISA
Manual Contact
*****4152 ***
TRN REF: 308135596439911
VAL CODE: 6682
Approved: Online

| Item/Desc | Qty | Price | Total |
|---|-----|-------|---------|
| sdcl nursery delivery | 1 | 40.00 | 40.00 |
| ach | | | |
| NPOT annual coco liner | 4 | 10.00 | 40.00 |
| ach | | | |
| NPOT annual hanging basket chains | 3 | 10.00 | 30.00 |
| ach | | | |
| ambuReport hanging baskets with fertilizer | 21 | 54.00 | 1134.00 |
| ach | | | |

AMOUNT
USD \$1,244.00

Thank You
Please Come Again

CARDHOLDER COPY
RETAIN THIS COPY FOR STATEMENT VERIFICATION

Subtotal: \$1,244.00
Discount: \$ 0.00
Tax: \$ 0.00
Total: \$1,244.00

Payments Made:

Cash: 0.00
Check: 0.00
Credit: 1,244.00

Total Amount Tended: \$1,244.00
Change Due: \$ 0.00
Auth: None

Cardholder Signature

900.000.000.728.000 mp

No warranty on plants discounted >40%
No guarantee on annuals
Frost probable until 5/15



ADVANCED REDEVELOPMENT SOLUTIONS

PO Box 204, Eagle MI 48822

Tel 517.648.2434

ephelzer@msn.com

JUNE 5, 2018

Ms. Susan Fulk, Chairperson
Meridian Township Downtown Development Authority
5151 Marsh Road
Okemos, MI 48864

Subject: Engagement Letter
Meridian Township DDA TIFA Plan Update - Downtown Okemos (Okemos Village Area)
Meridian Township, Michigan 48864
Project Contract Number: 180002

Dear Ms. Fulk:

We are pleased that you have engaged Advanced Redevelopment Solutions ("Firm") as your Consultant ("Consultant") to assist Meridian Township Downtown Development Authority (DDA) (herein referred to as "Client") with the DDA's Tax Increment Financing Authority Plan Update ("Project") for parcels in Meridian Township, Michigan ("Property") as identified in the below map:



By the Client's signed acceptance of this Engagement Letter ("Agreement"), Client engages our Firm's services to provide select consulting services for the above referenced Project. This letter confirms the scope and related terms of our engagement for the following Client:

- Meridian Township DDA
- Client Authorized decision makers and contact information:
 - Ms. Susan Fulk, Chairperson
Meridian Township Downtown Development Authority
5151 Marsh Road
Okemos, MI 48864

 - Mr. Chris Buck, Economic Development Director
Meridian Township
5151 Marsh Road
Okemos, MI 48864
Email: buck@meridian.mi.us
Office Phone #: 517.853.4568

PROJECT TEAM

We have built a collaborative team of experienced professionals to complete the proposed Scope of Services while meeting the objectives of the DDA TIFA Plan Update.

Advanced Redevelopment Solutions provides specialized real estate consulting services to developers, investors, public agencies and other real estate professionals throughout the Midwest. Our uniquely crafted solutions are customized for each assignment to provide our clients with transformative options toward the redevelopment of distressed and underperforming real estate assets. Principals at Advanced Redevelopment Solutions have over 26 years' experience from both the private and public sector's perspective in assisting various tax increment financing authorities with their planning and development goals.

Mr. Eric P. Helzer, EDFP, Principal of the firm has over 26 years of multi-disciplinary real estate experience in development finance, environmental & civil engineering, consulting, development, owner's representation, and construction management. Mr. Helzer and the firm's other professionals provides the essential skills and knowledge to assist various tax increment financing authorities (including DDAs and Brownfield Redevelopment Authorities) with their planning and development goals.

Advanced Redevelopment Solutions has redevelopment experience:

- in over 100 Michigan communities,
- working with over 60 incentive & financing programs,
- securing over \$1 billion in incentives and financing programs,
- assisting to secure billions in private investment projects,
- building public/private partnerships to spur development, and
- helping businesses thrive while building strong communities.

CIB Planning is an exciting planning and development consulting firm managed by Carmine Avantini, one of the founding partners of LSL Planning, and Justin Sprague, formerly the Director of Business Development with the Flint

Genesee Regional Chamber of Commerce. Other members of the CIB Planning team include Senior Principal Planners Kelly McIntyre and Carol Maise. The firm has over 90 years of combined experience providing innovative planning and development solutions to communities in Michigan and the eastern United States. In addition to traditional community planning, CIB Planning specializes in downtown development, economic development planning, project implementation and creative public/private partnerships.

CIB Planning is the lead technical assistance firm for the MEDC Redevelopment Ready Communities (RRC) Program and Carmine is one of the trainers, covering zoning and the development review process. In addition to the communities we help across the state for MEDC, we also provide ongoing consulting assistance to the cities of Fenton (24 years), South Lyon (6 years) and Wixom (17 years). Some of the communities we are working on specialized projects with include the City of Romulus, City of Wyandotte, City of Vassar, City of Swartz Creek, City of Newaygo, City of Luna Pier, and the City of Laingsburg. CIB Planning has also been an instrumental partner in successful redevelopment efforts for the City of Wixom Village Center Area (VCA) and former Ford Wixom Assembly Plant site (Assembly Park), as well as the transformation of downtown Fenton from an Urban Renewal Mall to a vibrant traditional central business district. Many consultants claim that their projects lead to implementation but CIB Planning has actually followed-through on numerous efforts leading to construction. Downtown Fenton is currently undergoing a transformation that began with a community planning effort many years ago that was led by Carmine Avantini and the CIB Planning team. Likewise, the Wixom Village Center and former Ford Wixom Assembly redevelopment projects were just visions and became a reality with sound planning and development assistance from CIB Planning.

SCOPE OF SERVICES AND FEES & PAYMENTS

Unless otherwise provided in this Agreement, Consultant shall furnish everything necessary to perform the agreed upon services, including, but not limited to, all supervision, personnel, supplies, services and transportation. Consultant shall perform all of the services in a careful and competent manner with properly skilled and trained personnel. Advanced Redevelopment Solutions will be the prime consultant on the team and CIB Planning will be a subconsultant to Advanced Redevelopment Solutions.

It is contemplated that Consultant may be selected for other Services work related to the Project. Such work may include updated redevelopment financing projections, agreement assistance, tracking and compliance assistance. However, except under extraordinary circumstances, such work shall be performed under separate Addenda to this Agreement between Consultant and Client, and is not included in the scope of services covered by this Agreement.

Our fees for the consulting services will be based on the nature and complexity of the engagement, the degree of responsibility involved, the time spent on performing the services, and the experience level of the personnel assigned, plus out-of-pocket expenses. We will bill the Client for fees and expenses monthly as they are incurred in accordance with the attached Schedule of Fees. The Consultant shall be paid by Client based upon the fees included for each individual approved task assignment. These fees will be either time and materials not to exceed (T&M NTE) or Lump Sum (LS) figures based on the Schedule of Fees attached to this Agreement. The Schedule of Fees is attached hereto and by this reference made part of this Agreement. Compensation shall not exceed that amount shown on each approved individual task assignment for type of services under this Agreement unless authorized in writing signed by Client and Consultant or as may be amended from time to time. The estimate provided in the fees below for the Scope of Services tasks are based upon activities known at this time.

The proposed Scope of Services and Fees & Payments included under this Agreement are as follows:

| Task # | Task Name | Cost Type / Unit Type | Estimated Hours / # Units | Hourly Rate* / Unit Rate | Estimated Cost |
|---------|---|-----------------------|---------------------------|--------------------------|----------------|
| Task 1 | Introduction and review of DDA/TIFA Plan Update Schedule. | | | | |
| Task 1A | Meeting/Calls/Emails with Township | T&M NTE | 7 | \$220 | \$0 |
| | | T&M NTE | 7 | \$198 | \$0 |
| Task 2 | Township Subcommittee Meeting to review of DDA/TIFA Plan Update Schedule and ARS Proposal, discuss overview of Project, discuss assistance needed from Assessor and Staff, and discuss Project approaches regarding allowable eligible DDA activities and engaging taxing jurisdictions. | | | | |
| Task 2A | Meeting/Calls/Emails with Township | T&M NTE | 7 | \$220 | \$1,540 |
| | | T&M NTE | 5 | \$198 | \$990 |
| Task 3 | Kick-off Meeting with DDA Board to review DDA Plan Update steps, proposed Schedule and Proposal from ARS. | | | | |
| Task 3A | Meeting/Calls/Emails with Township | T&M NTE | 8 | \$220 | \$1,760 |
| | | T&M NTE | 6 | \$198 | \$1,188 |
| Task 4 | Township Board and Public presentation of proposed development plan process required in updating DDA/TIFA Plan. | | | | |
| Task 4A | Meeting/Calls/Emails with Township | T&M NTE | 7 | \$220 | \$1,540 |
| | | T&M NTE | 7 | \$198 | \$1,386 |
| Task 5 | Update of DDA/TIFA Plan to address project funding through tax increment capture. | | | | |
| Task 5A | Evaluate proposed boundaries and assess tax capture/loss along with possible need for a Citizen's Advisory Committee | T&M NTE | 1 | \$220 | \$220 |
| | | T&M NTE | 2 | \$198 | \$396 |
| Task 5B | Update maps, as needed | T&M NTE | 0 | \$220 | \$0 |
| | | T&M NTE | 4 | \$198 | \$792 |
| Task 5C | Update the Introduction section to reflect current conditions | T&M NTE | 0 | \$220 | \$0 |
| | | T&M NTE | 1 | \$198 | \$198 |
| Task 5D | Verify the new boundaries (if any) for the District and obtain legal description from the Township | T&M NTE | 0 | \$220 | \$0 |
| | | T&M NTE | 1 | \$198 | \$198 |
| Task 5E | Update Plan Objectives, Public & Private Uses, Proposed Land Uses, Property Acquisition, and Improvements Sections | T&M NTE | 5 | \$220 | \$1,100 |
| | | T&M NTE | 6 | \$198 | \$1,188 |
| Task 5F | Create a new Projects list with cost estimates and eligible activities | T&M NTE | 8 | \$220 | \$1,760 |
| | | T&M NTE | 3 | \$198 | \$594 |
| Task 5G | Complete re-write of the TIFA Plan to reflect boundary adjustments (if any), current desired projects, projected tax capture, etc | T&M NTE | 6 | \$220 | \$1,320 |
| | | T&M NTE | 30 | \$198 | \$5,940 |
| Task 5H | Preliminary "Base" Tax Increment Revenue (TIR) Projection Schedules. Three (3) scenarios will be prepared: (1) Growth without DDA/TIFA Plan Update; (2) Growth with proposed Downtown Okemos, LLC Development on 3 blocks west of Okemos Road; (3) Private sector spinoff growth after scenario #2. | LS | 1 | \$7,000 | \$7,000 |
| | | T&M NTE | 5 | \$198 | \$990 |
| Task 5I | Calls/Emails with Township | T&M NTE | 5 | \$220 | \$1,100 |
| | | T&M NTE | 5 | \$198 | \$990 |
| Task 6 | Prepare development scenarios (3), showing resulting tax implications at the time of TIFA expiration. This information will be assembled into a Powerpoint presentation for the applicable taxing jurisdictions showing why the tax capture is needed to support the project. The presentation will also support the long-term benefits from participating. | | | | |
| Task 6A | Preparation of deliverable | T&M NTE | 26 | \$220 | \$5,720 |
| | | T&M NTE | 36 | \$198 | \$7,128 |
| Task 6B | Calls/Emails with Township | T&M NTE | 4 | \$220 | \$880 |
| | | T&M NTE | 4 | \$198 | \$792 |
| Task 7 | Taxing Jurisdiction Outreach | | | | |
| Task 7A | Meet with specific individual taxing jurisdictions as directed by the township | T&M NTE | 6 | \$220 | \$1,320 |
| | | T&M NTE | 6 | \$198 | \$1,188 |
| Task 7B | Create an Adhoc Tax Increment Capture Committee with taxing jurisdictions and meet with Committee and DDA to present development scenarios | T&M NTE | 12 | \$220 | \$2,640 |
| | | T&M NTE | 12 | \$198 | \$2,376 |

Ms. Susan Fulk, Chairperson
 Meridian Township DDA TIFA Plan Update - Downtown Okemos (Okemos Village Area), Meridian Township, Michigan 48864

| Task # | Task Name | Cost Type / Unit Type | Estimated Hours / # Units | Hourly Rate* / Unit Rate | Estimated Cost |
|-----------------------------|--|-----------------------|---------------------------|--------------------------|-----------------|
| Task 8 | Meet with DDA Board to review draft updated DDA/TIFA Plan and development scenarios. | | | | |
| Task 8A | Meeting/Calls/Emails with Township | T&M NTE | 6 | \$220 | \$1,320 |
| | | T&M NTE | 6 | \$198 | \$1,188 |
| Task 9 | Meeting(s) with DDA, taxing jurisdictions and Adhoc Tax Increment Capture Committee to present development scenarios and seek support for participation. | | | | |
| Task 9A | Meeting/Calls/Emails with Township | T&M NTE | 18 | \$220 | \$3,960 |
| | | T&M NTE | 18 | \$198 | \$3,564 |
| Task 10 | DDA makes a recommendation to the Township Board to Approve the draft updated DDA/TIFA Plan. | | | | |
| Task 10A | Meeting/Calls/Emails with Township | T&M NTE | 4 | \$220 | \$880 |
| | | T&M NTE | 4 | \$198 | \$792 |
| Task 11 | Township Board adopts a resolution of intent to update the DDA/TIFA Plan and schedules a public hearing. | | | | |
| Task 11A | Prepare Resolution/Meeting/Calls/Emails with Township | T&M NTE | 5 | \$220 | \$1,100 |
| | | T&M NTE | 7 | \$198 | \$1,386 |
| Task 12 | The public hearing notice must be published twice in the newspaper not less than 20 days or more than 40 days prior to the public hearing. In addition, there must be: • Notices to property owners. • Notices to taxing jurisdictions • Notices to 20 locations in the DDA district (Not less than 20 days or more than 40 days prior to the public hearing - 33 days before hearing) | | | | |
| Task 12A | Supportive Assistance to Township/Calls/Emails with Township | T&M NTE | 1 | \$220 | \$220 |
| | | T&M NTE | 3 | \$198 | \$594 |
| Task 13 | Township Board holds a public hearing on the DDA/TIFA Plan and adopts the DDA/TIFA Plan. | | | | |
| Task 13A | Prepare Resolution/Meeting/Calls/Emails with Township | T&M NTE | 4 | \$220 | \$880 |
| | | T&M NTE | 4 | \$198 | \$792 |
| Task 14 | Notice of DDA/TIFA Plan adoption is published in the paper. | | | | |
| Task 14A | Calls/Emails with Township | T&M NTE | 0 | \$220 | \$0 |
| | | T&M NTE | 1 | \$198 | \$198 |
| TOTAL ESTIMATED COST | | | | | \$71,108 |

Notes:

T&M NTE = time and materials not to exceed. Client in acceptance of this agreement understands that due to the nature of these T&M NTE tasks, the type of issues managed and the level of involvement the Consultant will be called upon to address, it is likely that these tasks may require extra work and associated costs will be increased through written Addenda.

LS = lump sum

Per this Engagement Letter Agreement, a charge of 10 percent markup on subconsultant and subcontractor costs (cost plus 10%) is included, where applicable.

*Hourly Rate identified is the maximum anticipated rate used to calculate the specific task T&M NTE Estimated Cost. Actual cost invoiced to Client under the T&M NTE tasks will be based upon actual rate of the personnel assigned to perform services under that task. The above estimates have been provided at the Hourly Rates for Eric Helzer and Carmine Avantini but the actual fee would be lower for tasks undertaken by other staff.

Advanced Redevelopment Solutions typically requires a retainer upon execution of any Addenda but has waived this requirement.

Client agrees to pay our invoices upon receipt. A late payment charge at the rate of 18 percent per annum will be imposed on amounts 30 days or more past due. Any questions or objections to any bill or statement rendered by us to Client must be made within 15 days of the billing date. If Client does not question or object to a bill or statement within 15 days of the billing date, the bill or statement will be deemed to be accurate and correct and fully due and payable.

Further, the obligation for the payment of the fees and out-of-pocket expenses is not contingent on the outcome of the engagement. Client shall be responsible for any and all costs incurred by Consultant to collect fees, including court costs and attorney fees.

CHANGES IN THE SERVICES AND EXTRA WORK

Under this Agreement specific task(s) have been described in the section titled "SCOPE OF SERVICES". However, subject to the terms and conditions of this Agreement, Client may retain Consultant as a consultant and technical advisor to perform other consulting services specifically set out in written Addenda to this Agreement which shall be made a part hereof from time to time. Consultant agrees, subject to the terms and conditions of this Agreement, to render such other consulting services during the term of this Agreement so long as this Agreement is amended by authorized representatives of both parties.

Client may request changes to the services to be provided by Consultant at any time. No changes shall be made and no claims for extra work shall be valid or binding except as authorized in writing signed by Client and Consultant.

CLIENT'S STATEMENT

Client hereby represents and warrants to Consultant, and consents and agrees, to the following statements, which shall be binding on Client and relied upon by Consultant, in the performance of Services:

- (i) Client is duly organized and validly existing under the laws of its jurisdiction with the power to carry on its business as it is now being conducted; and
- (ii) Client acknowledges that Consultant will act as Client's authorized representative throughout the engagement of services related to Client's proposed Project and in such capacity shall perform the duties contemplated by this Agreement. Consultant, as an authorized representative of Client, has the right to: contact any public agency, including talking with any public employee without additional consent; have access to information and records of Client; attend public agency meetings; request information through freedom of information acts (FOIA); provide documentation, and; receive forms and notices; and
- (iii) Client acknowledges Consultant shall not be responsible for, acts or omissions of any contractor, subcontractor, sub-subcontractor, consultant, subconsultant, sub-subconsultant, architect or any other persons or entities performing portions of the Work not directly under the management of the Consultant. The term "Work" in this Agreement means the construction and services required for the Project, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Consultant to fulfill the Consultant's obligations. The Work may constitute the whole or a part of the redevelopment Project; and
- (iv) Client agrees, upon request of the Consultant, to cooperate with and participate in Consultant's activities under this Agreement. This includes calling meetings, providing meeting sites and amenities, and providing information requested by Consultant. Client will be involved in approval processes under this Agreement that will include public forums and negotiations with public agencies; and
- (v) Consultant is not an attorney and does not provide legal advice, as such, it is the Client's responsibility to seek legal advice at its own expense, on legal matters or questions that may arise regarding any documents prepared by Consultant reviewed by Client's legal counsel prior to submission to any public agency; and
- (vi) Consultant is not an accountant and does not provide accounting services, as such, it is the Client's responsibility to seek accounting/financing advice at its own expense, on tax matters or questions that may arise regarding any documents prepared by Consultant reviewed by Client's accountant prior to submission to any public agency; and

- (vii) Client acknowledges that it will cooperate with local assessing official(s) on determining the post-development taxable value of the proposed Project because Client recognizes that any incentive involving tax increment financing is dependent upon tax increment revenue projections. Projections of post-development taxable value will be part of any tax increment finance projection. The accuracy of all projections is directly related to the information provided by the Client; and
- (viii) Client acknowledges that tax increment revenue in any incentive involving tax increment financing will be estimated based upon specific assumptions detailed in a tax increment financing plan adopted by the governing body and or authority. The assumptions are based upon factors beyond the Consultant's control and there is, therefore, no assurance that these projections will be achieved. Many factors may prevent the projections from being achieved. These include yearly changes in the tax rates of the various taxing entities, the rate of property value inflation, the construction plans of private individuals and companies, and unpredictable legislative changes affecting assessment ratios, assessed valuation exemptions, and tax rates. Certain school and county tax rates are subject to periodic renewal by the electors and may not be renewed. Legislative changes exempting particular types of property from taxation may cause a drop in revenues. Changes in business operations may cause equipment to become obsolete and lose value to a greater extent than has been projected. Limitations imposed on the annual increase in valuation of each parcel of property may reduce assessment growth and capture assessed values below assumed rates and levels. Challenges to property valuations by individual taxpayers may result in a reduction in those taxes due to a reduction in valuations through the appeal process. Also, further changes by the State in the method of financing public education that would reduce property tax rates could result in a reduction in tax increment revenue; and
- (ix) There is no assurance that growth will occur or that tax rates will remain in effect for the duration of the plan, as may be projected, for any incentive involving tax increment financing. Further, there is no assurance that federal and or state legislation will not be adopted that will have an impact on the governing body or on any authority's ability to meet debt service on any bonds issued pursuant to any legislatively adopted Public Acts in anticipation of the collection of tax increment revenues captured for the purpose of paying the cost of certain allowed activities or public improvements within a governing body; and
- (x) This Agreement has been authorized by Client, and when executed, is a valid and binding agreement of Client, fully enforceable according to its terms.

CONFIDENTIALITY

The parties acknowledge that in connection with Consultant's Services, Client may be required to disclose to Consultant confidential and proprietary information and trade secrets of Client, and that Consultant may also create such information within the scope and in the course of performing the Services (hereinafter, subject to the exceptions below, "Client Confidential Information"). Such information may take the form of, for example: data concerning financial Project proformas and costs projections; Client's know-how; Client's business strategies and processes; Client's marketing plans; Client's past, present and future business plans; Client's strategy for or status of Project approval with local governing bodies; or Client's financial information, forecasts of sales and sales data. Notwithstanding the above, Client acknowledges and agrees that none of the information described in this section (except Confidential Information created by Consultant) will be considered Client Confidential Information for purposes of this Agreement, unless the information is disclosed to Consultant by Client in writing and is clearly marked as confidential, or, where verbally disclosed to Consultant by Client, is followed within thirty (30) days of such verbal disclosure by a writing from Client confirming such disclosure and indicating that such disclosure is confidential.

Subject to the terms and conditions of this Agreement, Consultant hereby agrees that during the term of this Agreement and for a period of two (2) years thereafter: (i) Consultant shall not publicly divulge, disseminate, publish or otherwise disclose any Client Confidential Information without Client's prior written consent, which consent shall not be unreasonably withheld; and (ii) Consultant shall not use any such Client Confidential Information for any purposes other than consultation with Client, except that Consultant's use of such information for purely internal research, analysis or comparison. Notwithstanding the above, Client and Consultant acknowledge and agree that the obligations set out in this section shall not apply to any portion of Client Confidential Information which:

- (i) was at the time of disclosure to Consultant part of the public domain by publication or otherwise; or
- (ii) became part of the public domain after disclosure to Consultant by publication or otherwise, except by breach of this Agreement; or
- (iii) was already properly and lawfully in Consultant's possession at the time it was received from Client; or
- (iv) was or is lawfully received by Consultant from a third party who was under no obligation of confidentiality with respect thereto; or
- (v) was or is independently developed by Consultant without reference to Client Confidential Information; or
- (vi) is required to be disclosed by law, regulation or judicial or administrative process; or
- (vii) in the case of information prepared by Consultant, is encompassed within and derived from Consultant's professional commitments to any information required to be submitted to any public agency, in writing or orally, which is generated or derived by the Consultant in the performance of or as a result of the services hereunder.

Notwithstanding any other term of this Agreement, Client agrees that it shall not disclose to Consultant any information which is Client Confidential Information: (i) except to the extent necessary for Consultant to fulfill Consultant's obligations to Client under this Agreement; or (ii) unless Consultant has agreed in writing to accept such disclosure. All other information and communications between Client and Consultant shall be deemed to be provided to Consultant by Client on a non-confidential basis. Client also agrees that Consultant may share the terms of this Agreement on a confidential basis with its employees, legal and financial advisors, insurers and other third parties who have a legitimate need to know about them, and that Consultant may disclose the existence and general nature of his consulting arrangement with Client with any public agency, its colleagues and co-workers, and its collaborators, as well as boards and audience members at meetings and forums at which Consultant is speaking or presenting, whenever such disclosures are legally or ethically required or appropriate. Client further agrees that Consultant shall not be liable to Client or to any third party claiming by or through Client for any unauthorized disclosure or use of Client Confidential Information which occurs despite Consultant's compliance with Consultant's obligations under this Agreement.

Upon termination of the Agreement, or any other termination of Consultant's services for Client, all records, drawings, notebooks and other documents pertaining to any Confidential Information of Client, whether prepared by Consultant or others, and any material, specimens, equipment, tools or other devices owned by Client then in Consultant's possession, and all copies of any documents, shall be returned to Client, except Consultant may keep one copy of all documents for his or her files (which copy shall be subject to the confidentiality and non-use requirements set out in this Agreement).

CONSULTANTS FILE RETENTION POLICY

It is Consultants' policy to retain Client files for a period of five (5) years after completion of the Services, after which time Consultant may arrange for proper destruction of the contents of the file without further notice to Client. According to the Michigan Rules of Professional Conduct, Rule 1.15, the file developed in this matter belongs to Client. At any time during Consultants' five-year file retention period, Client may have access to or can make arrangements to take the file. Consultants may retain copies of their work product in this matter.

E-MAIL COMMUNICATION

In connection with this engagement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, Consultant specifically disclaims, and Client waives, any liability or responsibility whatsoever for interception, unintentional disclosure or communication of e-mail transmissions, or for the unauthorized use or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

LIMITATIONS OF DAMAGES; LIMITATIONS PERIOD FOR BRINGING A LAWSUIT; INDEMNIFICATION

In order to help avoid any litigation in the event of a disagreement arising out of the performance of services under this engagement, and to help determine the amount of damages, if proven, Client agrees that Consultant's maximum exposure and liability to Client for damages of any kind or nature, foreseen or unforeseen, arising out of or in any way related to any act or omission for which we are or maybe responsible in the performance of any services contracted for under the terms of this engagement, are limited to the amount of our fees for this engagement. This limitation shall not, however, apply to the extent that damages arose out of our gross negligence or willful misconduct.

Further, because of the difficulties inherent in recalling communications and preserving all relevant information, Client further agrees that, notwithstanding any applicable period of limitations or tolling period for bringing commencing an action based upon services performed under this engagement, any such proceeding, except actions brought by Consultant to enforce payment of our invoices, must be brought within 12 months from the date of the completion of the services giving rise to such claim, unless Client management, within this same 12 month period, provides Consultant with a written notice of the specific defect in our services that forms the basis of the claim.

FACILITATED MEDIATION/ARBITRATION

The parties agree that any controversy that cannot be resolved between the parties will be submitted to facilitative mediation for resolution. In the event that mediation is not successful in resolving the controversy the parties will submit the controversy to binding arbitration pursuant to the Uniform Michigan Arbitration Act with the arbitrator to be selected by mutual agreement of the parties and the cost to be shared equally by the parties. If Facilitated Mediation does not resolve any controversy or dispute arising among the parties or under this Agreement, the controversy or dispute shall be resolved by arbitration conducted in Lansing, Michigan. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Before arbitration may be commenced, the following steps must be taken to attempt to resolve any dispute that arises out of or in connection with this Agreement (including any dispute as to the validity, breach or termination of the Agreement, or as to any claim in tort, in equity or pursuant to any statute):

- (i) Notice (the notice of dispute) must be given in writing by the party claiming that a dispute has arisen to the other party (or parties) to this contract specifying the nature of the dispute;
- (ii) Upon receipt of the notice of dispute, the parties must meet and attempt to agree upon an appropriate procedure for resolving the dispute e.g. by selecting an approved Mediator;
- (iii) If within 10 business days of receipt of the notice of dispute the dispute is not resolved or an appropriate alternative dispute resolution process is not agreed, then the parties shall refer the dispute to a Mediator approved by the Ingham County Circuit (Business) Court.;
- (iv) The parties must co-operate with the Mediator as facilitator;

- (v) If within 10 business days after referral of the dispute to the parties have not agreed upon the mediator or other relevant particular the mediator and any other relevant particular will be determined in accordance with the Arbitration provisions of this Agreement.

This clause will remain operative after the Agreement has been performed and notwithstanding its termination.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan, without reference to rules regarding choice of law.

SEVERABILITY; WAIVER

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

Client and Consultant waive all rights, including but not limited to subrogation, against (1) each other and any of their Subconsultants, Sub-subconsultants, Subcontractors, Sub-subcontractors, Agents and Employees, each of the other, and (2) the Architect, Architect's Consultants, Separate Contractors, if any, and any of their Subconsultants, Sub-subconsultants, Subcontractors, Sub-subcontractors, Agents and Employees, for damages caused by fire or other causes of loss to the extent covered by property insurance applicable to the Work, except such rights as they have to proceeds of such insurance.

ENTIRETY

This Agreement is the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded. This Agreement may not be amended or supplemented in any way except in writing, dated and signed, by authorized representatives of both parties.

TERM OF ENGAGEMENT

Unless terminated sooner, this engagement shall terminate upon the completion of the services that are specified in this Agreement unless this Agreement is amended or extended by authorized representatives of both parties. In addition, either party may terminate this engagement at any time by giving written notice to the other party, at the addresses reflected in this engagement letter. Such written notice shall be delivered not less than 30 calendar days before the effective date of termination. In the event of such termination, Client agrees to pay Consultant for the unpaid services performed up to such effective date of termination at our standard hourly rates plus costs and expenses.

EFFECTIVE DATE

Consultant has agreed to commence performance of the duties immediately as described in this Agreement per Client instruction after Wednesday, June 13, 2018 setting the Effective Date as:

Wednesday, June 13, 2018

Acceptance of this Agreement by Client at any time after the Effective Date acknowledges that Client has authorized services from the Effective Date forward.

NOTICES

Any notices required by this Agreement shall be delivered to the following address by registered or certified mail, delivery service or email providing proof of delivery/receipt. Notice requiring response in less than 10 days shall be delivered by overnight delivery service.

To Client:

Mr. Chris Buck
Economic Development Director
Meridian Township
5151 Marsh Road
Okemos, MI 48864
Email: buck@meridian.mi.us
Office Phone #: 517.853.4568

To Consultant:

Eric P. Helzer, EDFP
Principal
Advanced Redevelopment Solutions
PO Box 204, Eagle, MI 48822
Email: ephelzer@msn.com

ATTACHMENTS

The following documents are attached to and hereby made a part of this Agreement:

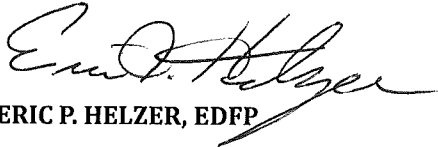
- Schedule of Fees.

EXECUTION OF ENGAGEMENT LETTER

Please return a signed and dated copy to me within three (3) business days of receipt of this letter along with the required retainer. Please understand, under no circumstances, shall we prepare any further significant work product or attend key public meetings until we receive from Client, this signed engagement letter and the required retainer (if required).

We are pleased to have you as a client and look forward to continuing our mutually beneficial relationship. Thank you for your confidence in Advanced Redevelopment Solutions.

Warm regards,



ERIC P. HELZER, EDFP
PRINCIPAL

C: Mr. Chris Buck, Economic Development Director, Meridian Township

By signing below, Client and Client's authorized representative whose signature appears below acknowledge that they have read this Agreement, fully understand its terms and voluntarily sign the same with the understanding that Clients' acceptance of this Agreement shall be fully binding upon Client.

CLIENT HEREBY ACCEPTS ALL OF THE TERMS AND CONDITIONS SET FORTH ABOVE AND IN ALL ADDENDA SIGNED BY CLIENT:

Susan Fulk, Chairperson
Meridian Township Downtown Development Authority

Date

ADVANCED REDEVELOPMENT SOLUTIONS

PO Box 204, Eagle MI 48822

Tel 517.648.2434

**SCHEDULE OF FEES
AS OF JUNE 1, 2015**

I. FEES FOR SERVICES:

Hourly rates for:

| | |
|--|---------------------|
| Principal/Senior Incentives Advisor | \$200.00 - \$375.00 |
| Senior Associate/Senior Project Manager | \$150.00 - \$250.00 |
| Associate/Incentives Advisor/Project Manager | \$85.00 - \$150.00 |
| Research/Technical Associate | \$65.00 - \$95.00 |
| Field Manager | \$50.00 - \$100.00 |
| Assistant Services | \$45.00 |
| Administrative Support Services | \$35.00 |

II. EQUIPMENT CHARGES:

| | |
|-----------------------|-----------|
| FAX (per page) | No Charge |
| Photocopies (normal) | No Charge |
| Materials & Supplies* | No Charge |

The following will be billed at cost:

- Postage & Express Delivery
- Mileage (as allowable by the IRS)
- Long-Distance Travel: Airline Ticket & Rental Vehicle (cost with Client approval)
- Lodging (cost plus 10%)
- Meals (cost plus 10%)
- Outside Photocopying (volume jobs, cost plus 10%)**

* (specially acquired materials and supplies may be billed at cost)

** (occasional large scale printing or binding jobs will be charged at cost)

III. SERVICES OF OTHERS:

Occasionally Advanced Redevelopment Solutions may employ related professionals for the performance of any services and those professionals utilized will be billed within hourly rates identified above. Additionally, other services of other consultants, experts, contractors, other professionals or support personnel may be required. These services of others will be sought and obtained with the Client's review and approval. If the Client requests it, a bidding process or request for proposals may be utilized. In most cases the cost of outside services is the responsibility of the Client. However, there are situations where it is advantageous for the Client and Advanced Redevelopment Solutions to subconsult or subcontract outside services. Services subconsulted or subcontracted by Advanced Redevelopment Solutions will be authorized under an Addendum or separate agreement approved by the Client. Client recognizes the additional administrative costs, risk and liability borne by Advanced Redevelopment Solutions when accomplishing a portion of the services through subconsultants and subcontractors. In recognition of this risk and the additional management responsibilities, Client authorizes Advanced Redevelopment Solutions to charge a 10 percent markup on subconsultant and subcontractor costs (cost plus 10%).

| BUSINESS NAME | ADDRESS | | CONTACT NAME | OFFICE | EMAIL |
|--------------------------------|---------------------|---------|-------------------|--------------|--|
| ALLSTATE CHARLOTTE INNOVATION | 4787 OKEMOS RD | #2 | Pam Lambroupolis | 517-349-4820 | pamlamb@allstate.com |
| AMERICAN BUSINESS INVESTMENTS | MEIJER | | | | |
| AMERICAN MESSASING SERVICES LL | LEASED EQUIPMENT | | | | |
| ANGEL NAILS | MEIJER | | | | |
| ANIBAL & COMPANY, PC | 4700 ARDMORE AVE | #101 | | 517-347-9730 | mark@anibalcpa.com |
| ARNOUTS & METHNER INSURANCE | 4451 OKEMOS RD | | | 517-347-1466 | customerservice@arnoutsins.com |
| ARNOUTS INSURANCE AGENCY INC | 4451 OKEMOS RD | | | | |
| ART UNLIMITED | 4692 OKEMOS RD | | Anne O'Connor | 517-349-8278 | artfunlimitedgallery@hotmail.com |
| ASHLEY & ZALESKI PC | 4646 OKEMOS RD | | Curtis Zaleski | | ashleyandzeleski@azlaw.com |
| AVI FOODSYSTEMS | LEASED EQUIPMENT | | | | |
| BAYER HEALTHCARE LLC | 2055 GRAND RIVER | AVE | | | |
| BELLE TIRE | 2045 GRAND RIVER | AVE | Jeremy Seguin | 517-489-4994 | |
| BRYA DDS, GREGORY S | 4780 OKEMOS RD | #1 | Greg Brya | 517-381-8181 | |
| BULL ENTERPRISES | 2109 HAMILTON RD | #109 | | 517-694-6642 | |
| CADILLAC COFFEE CO | MEIJER | | | | |
| CARLIN DDS PLC, BRIAN | 2037 GRAND RIVER | AVE | Brian Carlin | 517-639-0130 | |
| CAWOOD BUILDING CO. | 2154 METHODIST ST | | Bill Cawood | 517-349-9450 | cawoodbuilding@att.net |
| CHICK-FIL-A | 2075 W. GRAND RIVER | AVE | Nick Biggee | | nick.biggee@cfafranchisee.com |
| CHRISTINE ZOUAOIU LPC | 2160 HAMILTON RD | #C | Christine Zouaoui | 517-281-0644 | |
| CLASSIC TRAVEL | 4767 OKEMOS RD | | Joy Thrun | 517-349-6200 | info@classictravelusa.com |
| COAST TO COAST CABINETS LLC | 4750 OKEMOS RD | #108 | Rob | 517.719.0118 | info@coasttocoastcabinets.com |
| DOUGLAS J OKEMOS SALON AND SPA | 4663 ARDMORE AVE | | Scott Weaver | 517-381-6485 | scott.weaver@douglasj.com |
| DR STEPHEN PHILLIPS DDS | 4750 OKEMOS RD | #2 | Stephen Phillips | 517-574-5577 | |
| DUCAT PHD, CAROL | 2193 ASSOCIATION DR | STE 100 | Carol Ducat | 517-349-6608 | |
| EDWARD D JONES & CO L P | 4265 OKEMOS RD | | Brian Dale | 517-349-4681 | brian.dale@edwardjones.com |
| FIFTH THIRD BANK | 4815 OKEMOS RD | | | 517-347-7852 | |
| GEHL FOODS, LLC | MEIJER | | | | |
| GRAND BARBER LOUNGE, LLC | MEIJER | | | | |

| | | | | | |
|--------------------------------|---------------------|--------|---------------------|---------------|--|
| GREAT ATLANTIC NEWS | MEIJER | | | | |
| H2O HYDROPONICS | 4708 OKEMOS RD | | Stan | 517-203-5222 | |
| HALLMAN DDS, DAVID | 4787 OKEMOS RD | #1 | David Hallman | 517-349-4560 | |
| BUSINESS NAME | ADDRESS | | CONTACT NAME | OFFICE | EMAIL |
| HEAT-N-SWEEP | 2041 GRAND RIVER | AVE | Don Davis | 517-349-2555 | davis@heatsweep.com |
| HOME CITY ICE COMPANY | MEIJER | | | | |
| HOT N SPICEY INC | MEIJER | | | | |
| HOUSE TO HOME | 4800 OKEMOS RD | | | 517-887-8700 | sales@housetohomefurniture.com |
| HUNTINGTON NATIONAL BANK | MEIJER | #B | | | |
| ICEE COMPANY, THE | MEIJER | | | | |
| INDEPENDENT BANK | 2119 HAMILTON RD | | Susan Fulk | 517-381-0817 | SFulk@ibcp.com |
| INSTRUMENTED SENSOR TECHNOLOGY | 4704 MOORE ST | | | 517-349-8487 | info@isthq.com |
| INTEGRITY COUNSELING SERVICES | 2193 ASSOCIATION DR | DL 100 | | | |
| JIMMY JOHNS | 2049 GRAND RIVER | AVE #A | | 517-349-4400 | |
| JOHN MCPHEE AND COMPANY | 4646 OKEMOS RD | | John McPhee | 517- 676-3467 | |
| JS PECK REAL ESTATE LLC | 2114 HAMILTON RD | | Jeff Peck | | |
| KAPPA MAP GROUP, LLC | MEIJER | | | | |
| KRAFT INC | MEIJER | | | | |
| LAUREL SALON; DBA | 4750 OKEMOS RD | | | | |
| LEO MAY DBA LEO'S SPIRITS & GR | 2085 GRAND RIVER | AVE | | 517-349-1100 | leoslodge@comcast.net |
| MARATHON PETROLEUM LP | 2104 HAMILTON RD | | | 517-349-0730 | |
| MARU HOSPITALITY GROUP LLC | 2110 METHODIST ST | | Robert | 517-763-2677 | |
| MATTRESS FIRM INC | 2049 GRAND RIVER | AVE #B | | 517- 347-6807 | |
| MCKEE BAKING COMPANY | MEIJER | | | | |
| MCQUAID & ASSOC PC | 4646 OKEMOS RD | | Randy McQuaid | 517-349-6600 | info@mcquaidcpa.com |
| MEIJER THRIFTY ACRES | MEIJER | | Chris Wilson | 517-349-6800 | christopher.wilson@meijer.com |
| MERIDIAN TRAVEL | 2160 HAMILTON RD | #A | | 517-349-8800 | meridian_travel@yahoo.com |
| MID MICHIGAN ACADEMY | 2128 HAMILTON RD | | | 517-349-5335 | williams_timlim@msn.com |
| MID-MICHIGAN NEUROFEEDBACK | 2109 HAMILTON RD | #100-C | | 517-290-4965 | |

| | | | | | |
|--------------------------------|------------------|--------|-----------------------|---------------|--|
| MINUTEKEY INC | MEIJER | | | | |
| NESTLE USA, INC | MEIJER | | | | |
| NEW THAI KITCHEN | 4690 OKEMOS RD | | | 517-574-5322 | |
| OKEMOS BARBER SHOP | 4688 OKEMOS RD | | | 517-349-0650 | |
| OKEMOS COMMUNITY CHURCH | 4734 OKEMOS RD | | Rev. Jeanne Randels | 517-349-4220 | info@okemoscommunitychurch.org |
| OKEMOS MARATHON PROPERTIES LLC | 2104 HAMILTON RD | | Chris | 517-349-0730 | |
| BUSINESS NAME | ADDRESS | | CONTACT NAME | OFFICE | EMAIL |
| OKEMOS MASONIC CENTER | 2175 HAMILTON RD | | John Pulice | | john.pulice@yahoo.com |
| OKEMOS NURSERY SCHOOL | 2165 CLINTON ST | | Renaee Slaton | 517-349-4877 | renae@okemosnurseryschool.com |
| PILGRIM HOUSE | 4775 MARSH RD | | | 517-349-2210 | |
| PRACTICAL REHAB SERVICES, LLC | 4700 ARDMORE AVE | #106 | | 517-282-7779 | |
| RAM CAPITAL INVESTMENTS LLC | 4692 OKEMOS RD | | | | |
| READERLINK DISBRIBUTION SERVIC | MEIJER | | | | |
| REDBOX AUTOMATED RETAIL LLC | MEIJER | | | | |
| RENEWED SPIRIT LLC | 4750 OKEMOS RD | #101 | Heidi Foland | | admin@renewedspiritspa.com |
| RIVERSIDE CAT HOSPITAL | 4632 OKEMOS RD | | Kerry Lewis | | the.cat.vet@gmail.com |
| RJ REYNOLDS | MEIJER | | | | |
| RUSSELL BUILDERS | 2109 HAMILTON RD | | John and Nate Russell | | |
| SALON 7 & SPA | 2110 HAMILTON RD | | Ann Latunski | | |
| SANDIE TAILORING | 2108 HAMILTON RD | | | 517-706-0338 | |
| SECOND TIME AROUND, THE | 4737 MARSH RD | | | 517-349-2151 | |
| SMART HOMES INC | 4650 MOORE ST | | | 517-381-5171 | |
| SOLARAY CORPORATION | MEIJER | | | | |
| SPARROW FAST CARE | 2055 GRAND RIVER | AVE #C | | 517-253-4009 | |
| STATE FARM INSURANCE | 4780 OKEMOS RD | #3 | Tony Dalessandro | 517-349-5520 | tony@tonydr.com |
| STRESS MGMT & PSYCH SER INC | 4747 OKEMOS RD | | | | |
| SUBWAY #51738 | MEIJER | | | | |
| T-MOBILE CENTRAL LLC | 4775 MARSH RD | | | | |
| TOMRA | MEIJER | | | | |

| | | | | | |
|---|-------------------|------|-------------------------|--------------|--|
| TOTAL FAMILY HEALTH CARE PLUS | 4780 OKEMOS RD | #4 | Maheer G. Al-Sheikh, MD | | |
| TURNWALD ATTY, GENE F | 2160 HAMILTON RD | #100 | Gene Turnwald | 517-347-6700 | gturnwald@comcast.net |
| UNIQUE TAILOR-CLEANERS | MEIJER | | | | |
| USA TODAY | MEIJER | | | | |
| VIE BOUTIQUE LLC | 2160 HAMILTON RD | #C | | | |
| WALGREEN CO (001) DBA: WALGREE | 2131 GRAND RIVER | AVE | | 517-347-4767 | mgr.11286@store.walgreens.com |
| WELLS FARGO BANK NA - 107317 | 4780 OKEMOS RD | #5 | | | |
| AMERIGAS PROPANE LP | VARIOUS LOCATIONS | | | | |
| ALTRIA GROUP DISTRIBUTION COMP | VARIOUS LOCATIONS | | | | |
| CONSUMERS ENERGY CO | VARIOUS LOCATIONS | | | | |
| TOTAL Count: 89 | | | | | |
| | | | | | |
| <u>BUSINESSES FROM OLD LIST NOT ON THIS LIST</u> | | | | | |
| Akea Web Solutions | | | | | |
| Alison Howie-Day, PhD | | | | | |
| Applegate Home Comfort (sales office) | | | | | |
| Baby Envision | | | | | |
| Energy Awakening | | | | | |
| Financial Services of America | | | | | |
| Green Market | | | | | |
| PURE Aesthetics + Skin Care | | | | | |
| Restoration Family Dental | | | | | |



CHARTER TOWNSHIP OF MERIDIAN Development Projects Update

June 2018

Businesses Opened:

- **Baskin-Robbins**, 1917 Grand River Ave – Open House 6.2.18
- **Elevation**, Jolly & Jolly Oak Roads, 350+ residential units, 6.19.18 is opening party
- **Great Lakes Interiors**, office furniture retailer at 2076 Towner Road
- **Experimac**, Apple/Mac sales, trades and repairs at 4790 S. Hagadorn/Hannah Plaza
- **Mannik & Smith**, public & private consultants at 2193 Association Drive Okemos, open house 6.28.2018

Ribbon Cuttings/Opening Dates Announced (some estimated):

- **Launch Trampoline Park**, 30k sq. ft. of Gordmanns (Meridian Mall). Plan to open June/July.

Under construction

- **Elevation**, Jolly & Jolly Oak Roads, 350+ residential units
- **Peak Performance Physical Therapy**, new Meridian location next to Playmakers
- **Soldans Pet Supply**, 2283 W. Grand River Ave. Relocation expected in December 2018
- **Red Cedar Flats**, 112 unit, mixed use project with 11,800 square feet of commercial space on Northwind Drive.
- **Chamberlin Townhouses**, Marsh Road west of Lake Lansing – Townhomes under construction
- **Portnoy and Tu dentist office**, 4,332 square foot dental office at 2476 Jolly Road.
- **Ingham County Medical Care Facility**, 64,000 square foot (48 room) addition at 3860 Dobie.
- **Marriot Courtyard**, 105 rooms at SW corner of Jolly Oak Road/Meridian Crossing Drive.

Approved/not yet commenced

- **Tilted Kilt**, new restaurant at 5000 Northwind Drive (Red Cedar Flats)
- **Silverstone Estates**, 25 single family residential homes at Powell Road north of Grand River

Under consideration

- **Red Cedar Manor**, 2875 Northwind Drive. 70,000+ sq ft mixed use w/88 apartments
- **Panera Bread**, Proposing to demo and rebuild BD Mongolian Grill. Drive-through proposed.
- **New Hope Church**, Saginaw Highway & Newton Roads, construction expected in summer
- **Hannah Farms East**, mixed use/student housing proposed at Eyde Pkwy (dormant for now)
- **Copper Creek Condominiums**, 45 acres NE corner of Haslett & Van Atta. 102 residential lots.

Renovations

- **Aldi**, reopened now
- **Best Buy**, Shopping Center – exterior facelift, resizing spaces valued at \$770,000
- **Olive Garden**, Exterior remodel, complete interior makeover. No value yet

Closings/Relocations

- **Toys R Us**, Property up for auction
- **Younkers**, closing both anchor stores at Meridian Mall by August
- **Gilbert & Blakes**, sold and rebranding to Lucky's Steakhouse in August