

1. CALL MEETING TO ORDER
 2. MISSION: Set the standard in creating an entrepreneurial culture; be the example for revitalization of our business districts and be the leaders in building sustainable public/private partnerships.
 3. APPROVAL OF AGENDA
 4. CONSENT AGENDA
 - A. Minutes –Meeting November 5, 2020
 - B. Financial Report
 - C. Development Projects
 5. PUBLIC REMARKS
 6. TOWNSHIP ATTORNEY
 - A. Meridian Redevelopment Fund Development Agreement with Village of Okemos Developers
 7. OLD BUSINESS
 - A. Meridian Township Business Survey
 - B. Meridian Township Small Business Initiative
 8. NEW BUSINESS
 - A. 2021 Calendar Schedule and Resolution
 - B. MABA Business Awards
 9. TOWNSHIP REPORTS
 - A. Township Board
 - B. Township Manager
 - C. Planning Commission
 - D. Chair
 - E. Staff
 10. COMMUNITY REPORTS
 - A. Meridian Mall
 - B. MABA
-

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



AGENDA

CHARTER TOWNSHIP OF MERIDIAN
Economic Development Corporation

December 3, 2020 7:30 am
5151 Marsh Road, Town Hall Room

11. OPEN DISCUSSION/BOARD COMMENTS
12. PUBLIC REMARKS
13. NEXT MEETING DATE
 - A. January 7 , 2021, 7:30am
14. 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
Meridian Economic Development Corporation
5151 Marsh Road, Okemos, MI 48864
Thursday, November 5, 2020– Minutes -DRAFT

Members

Present: Jade Sims, Joel Conn, Treasurer Phil Deschaine, David Ledebuhr, Tom Conway, Shawn Dunham, Township Manager Frank Walsh, Trustee Kathy Ann Sundland, and Kimberly Thompson

Members

Absent: Mikhail Murshak, Brenda Chapman, and Adam Carlson

Others

Present: Neighborhoods & Economic Development Director Amber Clark, Community Planning & Development Director Mark Kieselbach, Township Trustee Patricia Herring Jackson

1. CALL MEETING TO ORDER

Chair Sims called the meeting to order at 7:30 am and Member Ledebuhr read the mission statement.

2. **MISSION:** Set the standard in creating an entrepreneurial culture, be the example for revitalization of our business districts, and be the leaders in building sustainable public/private partnerships.

3. APPROVAL OF THE AGENDA

MOTION BY MEMBER CONWAY TO APPROVE THE AGENDA. SUPPORTED BY MEMBER LEDEBUHR. MOTION PASSES 8-0.

4. CONSENT AGENDA

- a. Minutes-October 8, 2020
- b. Financial Report
 - i. Independent Bank Balance Summary
 - ii. Burcham Hills Retirement Invoice
- c. Development Projects

MOTION BY MEMBER LEDEBUHR TO APPROVE THE CONSENT AGENDA. SUPPORTED BY MEMBER CONWAY. MOTION PASSES 8-0.

5. PUBLIC REMARKS

None.

6. NEW BUSINESS

a. WLNS Meridian Township Business Package

Director Clark reported that she and Communications Manager Yates met with WLNS to discuss an advertising package for local businesses. There would be three businesses on a 30 second commercial along with promotion for the Township. The commercial would be seen 90 times. Each business would be able to participate at a discounted rate of \$100 and the Township Economic Development Corporation and the Communication Commission would cover the remainder \$275 per business. Director Clark shared a sample commercial and stated we were hoping to get 20-40 businesses to participate.

The EDC had discussion around the return on investment for this type of program. Several members reported these types of campaigns are generally not successful for the business, but instead suggested Facebook advertising may be more successful. There you can target your market and the cost is affordable.

Township Manager Walsh mentioned that the Township has \$250,000 in a Communications Fund and that this money may be helpful to our local businesses. He suggested that the EDC consider turning over this idea small business grants to a committee consisting of Director Clark, two DDA members, two EDC members, Communications Manager, and a member of the Township Board.

MOTION BY MEMBER THOMPSON TO SUPPORT A PROMOTIONAL CAMPAIGN FOR SMALL BUSINESSES IN THE TOWNSHIP WITH THE SUPPORT AND ASSISTANCE OF THE ECONOMIC DEVELOPMENT CORPORATION (EDC), AS NEEDED. SUPPORTED BY MEMBER LEDEBUHR. MOTION PASSES 8-0.

b. Meridian Township Business Survey

Director Clark reported the business surveys are out along with a press release and information on social media. The surveys will give us a check on how our local businesses are doing. Local businesses will have 30 days to complete the electronic survey. Director Clark will share the survey results with the EDC. Chair Sims mentioned getting a status update on the database of Township businesses. Director Clark will work on the compiling the lists she has and will work with Director Gebes, if needed.

7. TOWNSHIP REPORTS

a. Township Board

Trustee Sundland reported that there is a Board meeting tonight.

b. Township Manager

- The Board will hold their annual goal setting meeting on November 23rd.
- Walnut Hills has been sold to a Township family. They plan to build 3-4 private residences on the property. The Clubhouse will be demolished.
- The 2020 local road plan is complete.
- The 2021 local road list will be presented at the December 1st Board meeting.
- Working on the Village of Okemos demolition.
- Implementing a remote work plan.
- The large dog park has opened.
- Marketplace on the Green has opened.
- The three Township millages that were on the ballot were approved.

- A new solar panel has been installed on the South Fire Station roof. An additional one will be installed on the roof of the restrooms at the Marketplace on the Green.
- The Municipal Building HVAC project is complete.
- Sponsoring two Police cadets through the Police Academy.
- The new Township Board swearing in will be on November 20th at 10:00am.

c. Planning Commission

Director Kieselbach gave a report on the current Planning Commission activities.

d. Chair

Chair Sims mentioned she attended the Board meeting for the discussion of the Village of Okemos Redevelopment Fund application.

e. Staff

Director Clark is working on a development agreement for the redevelopment fund reimbursement program for the Village of Okemos project. The demolition for the project is expected to take place in December/January. She shared the list of the current development projects going on in the Township. She will be working on outreach to local businesses to participate in the business survey. A goal for 2021 will be to determine how the Department will assist small businesses during these challenging times.

8. COMMUNITY REPORTS

a. Meridian Mall

Member Dunham stated that the expansion project for High Caliber Karting has been delayed until the end of the 1st quarter of 2021.

b. MABA

Director Clark reported that she recently attended a MABA event at the Marketplace on the Green. At the event, they presented two nonprofit organizations with grants from their golf outing proceeds. Discussion was had around the business awards and the restaurant program. The EDC expressed interest to continue to be involved. Director Clark will be following up with MABA on both programs.

9. OPEN DISCUSSION/BOARD COMMENTS

None.

10. PUBLIC REMARKS

None.

11. NEXT MEETING DATE

- December 3, 2020 at 7:30am

12. ADJOURNMENT

Hearing no objection, Chair Sims adjourned the meeting.



INDEPENDENT

BANK

PO Box 279 | Belding, MI 48809 | IndependentBank.com

Account Analysis
October 2020

Account Number	1182419
Settlement Period Ends	October 2020
Statement Date	November 13, 2020
	Page 1 of 2

CHARTER TOWNSHIP OF MERIDIAN
 ECONOMIC DEVELOPMENT CORP
 MERIDIAN TOWNSHIP EDC/ACCOUNTS
 PAYABLE
 5151 MARSH RD
 OKEMOS MI 48864

1-75



00075

For Questions Regarding Your Statement, Contact:
 STEVE HALLEAD
 (616) 447-3948

FOR QUESTIONS REGARDING YOUR STATEMENT PLEASE CALL 800.530.3719.

1 (193) D 1182419

Balance Summary

Average Ledger Balance	\$36,466.79
Less Average Float	\$0.00
Average Collected Balance	\$36,466.79
Average Negative Collected Balance	\$0.00
Average Positive Collected Balance	\$36,466.79
Collected Balance	\$36,466.79
Less Federal Reserve Requirement at 10.000000% of Collected Balance	\$3,646.68
Investable Balance	\$32,820.11
Investable Balance	\$32,820.11
Less Balance Required for Services	\$0.00
Excess/(Deficit) Balance	\$32,820.11

Results Summary

Analyzed Results

Earnings Credit at 0.000000% of Balance	\$0.00
Less Total Analyzed Fees	\$0.00
Total Analyzed Results	\$0.00



00075

Account Analysis

October 2020

Account Number	1182419
Settlement Period Ends	October 2020
Statement Date	November 13, 2020
	Page 2 of 2

CHARTER TOWNSHIP OF MERIDIAN

Service Detail

Service Description	Volume	Unit Price	Total Fee	Balance Required
Deposit Services				
Businessflex	1		\$0.00	
Total Analyzed Fees			\$0.00	\$0.00
Total Fee Based Fees			\$0.00	
Total Waived Fees			\$0.00	

\$0.00 in Investable Balances Offset \$1.00 of Total Fees for all Analysis Based Services.

Historical Summary

Month	Average Ledger Balance	Average Collected Balance	Investable Balance	Excess/ Deficit Balance	Earnings Credit Amount	Analysis Based Fees	Fee Based Fees	Service Charges Due
November	41,628	41,294	37,165	37,165	0	1	0	0
December	47,618	47,618	42,856	42,856	0	1	0	0
January	47,114	47,114	42,403	42,403	0	0	0	0
February	46,442	46,442	41,798	41,798	0	0	0	0
March	46,447	46,447	41,802	41,802	0	0	0	0
April	46,450	46,450	41,805	41,805	0	0	0	0
May	46,452	46,452	41,806	41,806	0	0	0	0
June	94,054	88,787	79,908	79,908	0	9	0	0
July	41,236	41,236	37,113	37,113	0	0	0	0
August	36,722	36,722	33,050	33,050	0	0	0	0
September	36,465	36,465	32,819	32,819	0	0	0	0
October	36,467	36,467	32,820	32,820	0	0	0	0
Average	47,258	46,791	42,112	42,112	0	1	0	



Development Project Updates

November 24, 2020

Opening

Under Construction

- Haslett Marathon-1619 Haslett Road-new building construction/approved Brownfield Plan
- Aspen Dental/Verizon/Ivy Rehab (former Leo's Lodge)-2085 West Grand River
- Anna's House-1753 West Grand River (former Pizza Hut)-remodeling permits issued
- Clarion Pointe-2736 East Grand River-significant renovation
- Joe's on Jolly (restaurant)-2360 Jolly Road-significant renovation of former tire store
- Elevation Phase 2-2362 Jolly Oak-five new residential buildings
- Fedewa Homes-1730 Chief Okemos-residential project
- Red Cedar Manor-Mixed Use--site plan review-Northwind Drive
- Silverstone Estates-- 25 single family residential homes at Powell Road north of Grand River
- Cooper Creek-residential development NE corner of Haslett and Van Atta Roads
- Haslett Gallery, Inc.-SUP approved for medical marihuana provisioning center at 2119
- Oriental Market-interior remodel- 2800 East Grand River Avenue
- Okemos Community Church--4734 Okemos Road-interior remodeling
- Klingmans Furniture-1705 Newman Road--new store location (former Toys R Us)

Approved/Not Commenced

- Woda Cooper-residential development North of Whole Foods
- Newton Park Apartments, SE Corner Newton Road/Saginaw Hwy. Multifamily mixed use Haslett Road (SE corner Okemos/Haslett)
- The W. Investment Holdings-SUP approved for MM provisioning center at 1614 Grand River (just west of Central Park-new building)

- The Cured Leaf TC, Inc.-SUP approved for MM provisioning center at 3520 Okemos Road (N of Jolly)
- Pine Village MUPUD-Haslett Village Square--senior housing community, 3-4 stories, 133 dwelling units, first floor commercial/public
- Village of Okemos-mixed-use project, West of Okemos Road, N/S of Hamilton
- Andev senior housing community-230-unit senior living community at the east end of Hannah Blvd. Mix of assisted living, memory care, and independent living
- Buddy's Pizzeria-2010 Grand River-new store location (former Burger King)
- Williams Volkswagen of Okemos-2186 Jolly Road-expansion-site plan review
- Green Peak Innovations-medical marihuana provisioning center-east side Northwind Drive
- Silverleaf PUD--plans submitted for residential development-Bennett Road

Closings/Postponements

- High Caliber Karting-1982 West Grand River-expansion project/outdoor seating are
- Wayfair
- Lafontaine Dealership-NE corner of Powell Road and Grand River--construction/projects stopped
- New York & Company-Meridian Mall store closing
- Menards-6365 Newton Road--new store location (former drive-in site on Saginaw)

MERIDIAN REDEVELOPMENT FUND
GRANT AND DEVELOPMENT AGREEMENT

This Meridian Redevelopment Fund Grant and Development Agreement (“Agreement”) is entered into as of the last date set forth below by and between the Economic Development Corporation of the Charter Township of Meridian (“MTEDC”), a public body corporate, having an address of 5151 Marsh Road, Okemos, MI 48864, and the Village of Okemos, LLC (“Developer”), a Michigan limited liability company, having an address of 2410 Woodlake Drive, Suite 440, Okemos, MI 48864 (collectively, “Parties”).

RECITALS

WHEREAS, The MTEDC operates within the Charter Township of Meridian (“Township”) to alleviate and prevent conditions of unemployment and to assist and retain local industrial and commercial enterprises to strengthen and revitalize the Township economy, among other purposes, as provided by the Economic Development Corporations Act, being Act 338 of 1974, (the “Act”); and

WHEREAS, the Township established project district boundaries in the areas commonly known as downtown Okemos and downtown Haslett; and

WHEREAS, the MTEDC created the Meridian Township Redevelopment Fund to assist developers, landowners, and business owners to improve the aesthetic and economic viability of the Haslett and Okemos downtowns; and

WHEREAS, the Project is located in an approved project area of the MTEDC, specifically downtown Okemos; and

WHEREAS, Developer is the owner and/or has control of the property legally described in the Application on the ALTA/NSPS Land Title Survey (“Property”).

NOW THEREFORE, in consideration for the mutual promises exchanged herein and other good and valuable consideration, the parties hereby mutually agree as follows:

1. Village of Okemos Development. The Village of Okemos Development is a proposed, mixed-use development with commercial space and over 250 residential units. It will occupy two blocks along Okemos Road in downtown Okemos in the Township. The development is within the project boundaries adopted for the MTEDC Redevelopment Fund. The development will

proceed in two phases. Among other improvements, the first phase will remediate soil and groundwater contamination and demolish existing structures.

2. Project and Grant

A. Grant. This Grant from the Meridian Township Economic Development Corporation Redevelopment Fund (“Grant”) will support first phase improvements in the Development. The Development and Project will retain and strengthen local residential and commercial enterprises to support and revitalize the Township economy. Project costs and expenses paid by and on behalf of the Developer are eligible for reimbursement under this Grant and Development Agreement.

B. Maximum Grant Amount. The Grant amount shall not exceed \$85,482.00.

C. Project. The Project includes sheeting and shoring on Hamilton and Okemos Roads, removal of a four-foot wide strip of concrete and asphalt adjacent to sidewalks and replacement with topsoil, seed, and straw matting to produce green space as shown in the approved Meridian Redevelopment Fund Application.

1. Sheeting and Shoring. The Grant will reimburse reasonable sheeting and shoring costs, including posts, wales, struts, or sheeting, required to protect public utilities and public roadways. Sheeting and shoring is confirmed for the southeast and northeast corners of Okemos and Hamilton Roads on Blocks 1 and 2 respectively. These costs are eligible for reimbursement after final inspection and removal of the sheeting and shoring.

2. Concrete Removal & Restoration. The Grant will reimburse reasonable costs to break up, demolish, and remove four-foot wide strips of concrete and asphalt from the back of sidewalks at the southeast and northeast corners of Okemos and Hamilton Roads on Blocks 1 and 2 respectively and along the westside of Okemos Road between Hamilton Road and Clinton Street on Block 2. Removed concrete or asphalt shall be restored with four inches of topsoil and planted with grass seed. Appropriate straw matting and watering shall be provided to promote grass growth. These costs are eligible for reimbursement after straw matting of the entire area identified for restoration.

D. Management Costs. Only Project management costs arising directly from sheeting and shoring activity and concrete or asphalt removal and restoration are eligible for reimbursement.

E. Compliance with Rules and Regulations. The Development and Project shall comply with all federal, state, and local rules, regulations, permits, and approvals, including the approved Meridian Township MPUD drawings, plans, conditions, and regulations.

F. Liability for Damage. If the Development impairs or damages any public infrastructure, Developer will be responsible for all repairs and shall repair and rehabilitate the public infrastructure to a like condition.

3. Ineligible Costs. The following activities, expenses, or costs are not eligible for reimbursement under this Agreement:

A. Any activity, expense, or cost other than for the Project as described above.

B. Any activity, expense, or cost submitted to or reimbursed by any other program or source, including any loan, grant, or other funds from but not limited to the following: Michigan Strategic Fund; State Brownfield Revolving Fund; Michigan Department of Environment, Great Lakes, and Energy (EGLE); tax increment financing; Meridian Township Downtown Development Authority; Meridian Township Brownfield Authority; or any public or quasi-public funding source other than the MTEDC.

C. Any environmental, soils, or groundwater remediation.

D. Any management, supervision, or administrative cost arising out of or in connection with the Development or any remediation activity.

4. Permits. The Developer shall obtain and maintain all permits and licenses pertaining to the Project that are required by federal, state, or local law, rule, regulation, or ordinance and shall provide copies to the MTEDC, or allow its inspection, upon request. The Developer shall immediately advise the MTEDC of any suspension, loss, or surrender of any such permit or license. Nothing in this Agreement shall abrogate the effect of any local ordinance.

5. Reimbursement Schedule.

A. Project costs incurred after October 20, 2020 are eligible for reimbursement under the terms of this Agreement. Costs incurred after April 15, 2021 are not eligible for reimbursement.

B. Excluding amounts already reimbursed or approved for reimbursement, the maximum Grant amount shall be adjusted as follows:

1. On or after February 15, 2021 reimbursements shall not exceed \$75,000.
2. On or after March 1, 2021 reimbursements shall not exceed \$70,000.
3. On or after March 15, 2021 reimbursements shall not exceed \$65,000.
4. On or after April 1, 2021 reimbursements shall not exceed \$50,000.
5. On April 15, 2021 reimbursements shall not exceed \$40,000.

6. On or after April 16, 2021 no further reimbursement requests, activities, expenses, or costs will be eligible for reimbursement.

6. **Reimbursement Process.** Developer shall only seek reimbursement for actual costs to perform the Project activities as set forth in this Agreement.

A. Request for Reimbursement Submission. After the completion of the activity, Developer may submit a complete reimbursement request to the MTEDC for reimbursement of Project activities paid by the Developer. All requests shall be in a form approved by MTEDC. The Request for Reimbursement shall identify whether the Project activities are:

1. Sheeting and Shoring;
2. Concrete or Asphalt removal or restoration; or
3. Direct administrative costs.

B. Reimbursement Request Requirements. The request for reimbursement shall describe each individual activity claimed as a Project activity and the associated costs of each individual activity and shall include:

1. How the Project activities supported or furthered the Development;
2. What public utility or roadway was protected, if any;
3. Documentation of the costs incurred sufficient to determine whether the costs incurred were reasonable and for Project activities;
4. Representation and warranty that the request for reimbursement has not been submitted to or reimbursed by any other program or source;
5. Lien waivers, if available;
6. Proof of payment and detailed invoices for the costs incurred; and
7. Be signed and notarized by a duly authorized representative of Developer that the representations, facts, and documentation included therein are accurate.

C. MTEDC Right of Approval. Developer acknowledges and agrees that the MTEDC shall have the right to review, approve or deny each request for reimbursement in accordance with the terms of this Agreement.

D. MTEDC Review. MTEDC or its authorized committee or agent shall review a reimbursement request within sixty (60) days after its receipt. Developer shall cooperate in MTEDC's review by providing information and documentation to supplement the request for reimbursement as deemed reasonable and necessary by MTEDC or its subcommittee or agent. MTEDC may request additional documentation regarding any other program, grant, loan, or

reimbursement for the Development or Project. MTEDC may object to some lines or items within a request for reimbursement without objecting to the entire request, in which case those lines or items objected to shall be considered not approved.

E. Insufficiency Determination. MTEDC may object to any reimbursement request or any line or item of any request for reimbursement; may determine that insufficient information has been provided; may dispute any portion of any payment request, invoice, or receipt; or may dispute the eligibility of any activity, expense, or cost of any request for reimbursement. If MTEDC determines that any activity, expense, or cost is ineligible, then MTEDC shall notify Developer in writing of its determination and the reasons for its determination. Developer then has thirty (30) days in which to provide supplemental information or documents in support of any costs deemed ineligible. During this thirty (30) day period, an authorized representative of the MTEDC and Developer shall, upon the request of either party, promptly meet to discuss the information, documentation, or other conditions required for approval of the objected request and the MTEDC shall, in good faith, review and reconsider any rejected item in light of the additionally submitted documentation.

F. Waiver of Liens. The Developer shall also provide written proof to the MTEDC of waiver of liens by any consultant, contractors, and subcontractors performing services or providing materials for the Project or Development prior to any reimbursement.

7. Payment of Approved Reimbursement Requests. MTEDC shall reimburse Developer for approved Project costs in accordance with this Agreement and the Act. Payment shall be made within seven (7) calendar days after the MTEDC approves a reimbursement request.

For Developer, checks shall be made payable to: Village of Okemos, LLC
Delivered to the following address: 2410 Woodlake Drive, Suite 440
Okemos, MI 48864
By certified mail

8. Expiration of Reimbursement Obligation. The reimbursement obligation under this Agreement shall expire upon payment of the maximum Grant amount or following payment by MTEDC to the Developer of all amounts submitted for reimbursement on or before April 15, 2021 and subsequently approved by MTEDC.

9. Default. Upon the occurrence of an event of default, the non-defaulting party shall give written notice to the defaulting party, and the defaulting party shall have 30 days to cure the default. If the default is not cured within this time period, then the non-defaulting party may obtain any form of relief permitted under this Agreement. If the MTEDC, in its sole discretion, determines that any cure proposed by the Developer may take more than 30 days to complete, the MTEDC may permit the Developer to complete the cure in a time and manner agreeable to the MTEDC.

Any right or remedy provided by a specific provision of this Agreement shall be deemed cumulative to, and not conditioned on, any other remedies upon default.

10. **Insurance.** The Developer or any contractor(s) or subcontractor(s) shall purchase and maintain insurance not less than the limits set forth below. The Developer or contractor(s) and subcontractor(s) shall maintain such other insurances as it deems appropriate for its own protection.

A. **Worker's Compensation.** Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.

B. **Commercial General Liability.** Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following

1. Contractual Liability;
2. Products;
3. Completed Operations;
4. Independent Contractors Coverage;
5. Broad Form General Liability Endorsement or Equivalent.

C. **Motor Vehicle.** Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

D. **Contractor's Pollution Liability.** Contractor's Pollution Liability Insurance provided by Contractors, subcontractors and site work contractors engaging in environmental response activities, covering any sudden and non-sudden pollution or environmental impairment, including clean-up costs and defense, with limits of liability of not less than \$1,000,000 per occurrence (with first party and third party coverage).

E. **Additional Insured.** All policies issued or required under this Agreement or the Plan shall have an endorsement including the Township and the MTEDC as additional insureds.

F. **Cancellation Notice.** It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to the MTEDC except for cancellation for non-payment of premium for which ten (10) days advanced written notice shall be given to the MTEDC.

G. **Proof of Insurance.** The Developer shall make copies of all policies issued or required under this Agreement available to the MTEDC, including certificates of insurance,

declarations, and endorsements upon request. If requested, certified copies of all policies will be furnished to the MTEDC.

11. **Environmental Matters.** The Developer represents, covenants, and warrants to the MTEDC and Township as follows:

A. **No violations or Hazardous Wastes.** MTEDC and Developer acknowledge that the Project is located within an area which may qualify as a Facility under the Brownfield Act. At all times since the vesting of the interest to the real property of the Development, there are and have been no violations of environmental laws at the Development or the Project and no consent orders have been entered with respect thereto. There are no and have been no hazardous wastes either at, upon, under or within, or discharged or emitted at or from the Development or Project and no Hazardous Wastes or Asbestos have flowed, blown, or otherwise become present at the Development or Project from neighboring land. Soil conditions that were disclosed to the Township or MTEDC prior to the execution of this Agreement are not a violation of environmental laws for the purposes of this Agreement.

B. **Compliance with Environmental Law.** Developer shall ensure that the Development and Project complies with and continues to comply in all respects with all relevant or applicable environmental laws.

C. **No Claims.** Developer is not aware of any claims or litigation, and has not received any communication from any person (including governmental authorities) concerning any violation or alleged violation of any relevant environmental laws respecting the Development or Project. The Developer shall promptly notify the Township and MTEDC of any such claims and shall furnish the Township and MTEDC with a copy of any such communications received during the effective period of this Agreement.

D. **Notification.** Developer shall notify the Township and MTEDC promptly and in reasonable detail in the event that Developer becomes aware of any violation of any relevant or applicable environmental laws at the Development or Project.

E. **Remediation.** Should Developer use or permit the Development or Project to be used or maintained so as to subject the Developer, MTEDC, or Township or any tenant or user of the Development or Project to claim a violation of any relevant or applicable environmental law, then Developer shall immediately cease or cause a cessation of such use or operation and shall remedy and fully cure any conditions arising therefore at its own cost, expense, and risk.

12. **Accounting Procedures.** Developer shall maintain the financial information and data used in support of the requests for reimbursement for Project activities in accordance with generally accepted accounting principles consistently applied in accordance with its past practices.

The MTEDC shall have access to these records during normal business hours, provided the MTEDC submits a request to the Developer to review the records with reasonable advance notice. The Developer's accounting procedures and internal financial controls shall conform to generally accepted accounting principles consistently applied in accordance with its past practices in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified therefrom.

13. **Audit of MTEDC.** In addition to any other remedies provided in this Agreement, if any payment made by the MTEDC is determined by audit, the State of Michigan, or a court of appropriate jurisdiction to be improper or outside of the scope of the Act or obligations under this Agreement, or in the event of the Developer's breach or default of this Agreement, the Developer shall, at the request of the MTEDC, repay or return any monies paid by the MTEDC that are directly related to the breach, default or improper payment, within sixty (60) days of notice, given in writing by the MTEDC. Failure to remit said funds will result in a late fee penalty in the amount of an additional 10%, accrued annually from the date of notice of the outstanding balance.

14. **Indemnification and Hold Harmless.** The Developer indemnifies, defends, and holds harmless the MTEDC, the Township, and their officers, officials, employees, and agents from all claims, liability, damages, lawsuits, settlements, costs and expenses, including without limitation reasonable attorneys' fees, that are incurred as a result of any acts, representations, errors, omissions or negligence of the Developer, or their members, officers, directors, managers, affiliates, employees, agents, consultants, contractors or subcontractors, successors, or assigns related to its performance under this Agreement, the Development, or the Project. This indemnification obligation includes any damages, amounts, costs and expenses, regardless of whether the same are in excess of any limits set forth in any policy of insurance of the Developer. The Developer hereby indemnifies the MTEDC, the Township, and any of the listed entities' officers, officials, employees and agents from all reasonable costs and expenses, including without limitation attorneys' fees, incurred in the enforcement of any obligation or claim against or by any person that arises out of, in connection with, or relates to this Agreement. These indemnification provisions will survive the termination of this Agreement. Nothing contained in this Agreement shall be construed or interpreted as a waiver of any immunity provided under state or federal law, which immunities and protections afforded thereby are hereby acknowledged by the Parties to be in full force and effect.

15. **Mediation of Disputes.** Any disputes arising out of or in connection with this Agreement that cannot be resolved within 30 days shall be submitted to non-binding mediation with a mediator mutually agreed upon by the parties. If the parties cannot agree upon a mediator,

then a mediator will be selected in accordance with the rules of the American Arbitration Association. However, any request for equitable, injunctive, or mandamus relief is not required to be submitted to mediation. If mediation is unsuccessful, the parties may enforce their rights through litigation in a court of competent jurisdiction.

16. **General Provisions.**

A. Legislative Authorization. This Agreement is governed by and subject to the restrictions set forth in the Economic Development Corporations Act. In the event that there is legislation enacted in the future which restricts or adversely affects grants, loans, funds, project or any other aspect of this Agreement, then any of Developer's rights and the MTEDC's obligations under this Agreement may be eliminated or modified accordingly.

B. Relationship of the Parties. This Agreement is not intended to be and shall not in any way be construed as a partnership, a joint venture, or principal and agent. Neither the Township nor the MTEDC have any fiduciary responsibility to Developer. The Parties and Township further acknowledge that Developer has sole control of the Project and Development and neither the Township nor the MTEDC undertake any responsibility to review or inform the Developer of any matter in connection with or arising out of the Development, the Project, or Developer's business or operations. Any supervision of the Project or Development shall be deemed to be solely for the purpose of protecting the Township's and MTEDC's security for the Grant. Developer shall rely entirely upon its own judgment with respect to its business, and any review, inspection, supervision, or information in connection with or arising out of the Project or Development.

C. Freedom of Information Act. Developer stipulates that all reimbursement requests and documentation submitted by them shall be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being MCL 15.231 *et seq.* and no claim of trade secrets or other privilege or exception to the Freedom of Information Act will be claimed by it in relation to this Agreement, reimbursement requests, and supporting documentation.

D. Litigation or Pending Litigation. The MTEDC's reimbursement obligations under this Agreement are contingent on the requirement that there shall be no action, suit, proceeding or investigation pending before any court, public board, or body to which the Developer, the Township, or the MTEDC is a party contesting the validity or binding effect of this Agreement or the validity of the Meridian Redevelopment Fund or which could result in an adverse decision which would have a material adverse effect upon the ability of the MTEDC, the Developer's, or the Township's ability to comply with the obligations and terms of this Agreement. If such proceeding is dismissed or resolved in favor of the Township or MTEDC, as applicable, this Agreement, and MTEDC's reimbursement obligations shall continue in full force.

E. Notices. All notices shall be given by registered or certified mail addressed to the parties at their respective addresses in this Agreement. Either party may change the address by written notice sent by registered or certified mail to the other party.

F. Assignment. This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other party.

G. Entire Agreement. This agreement supersedes all agreements previously made among the parties relating to the subject matter, if any. There are no other understandings or agreements between them concerning the subject matter except as contained herein.

H. Severability. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any state or federal statute or regulation or ruling by any court or tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement.

I. Non-Waiver, Time of the Essence. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. Time is of the essence.

J. No Third-Party Beneficiaries. This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in any consultant, contractors, subcontractors or any third parties. This Agreement shall not be construed to create any third-party beneficiary contract or claim, and the parties intend there to be no third-party beneficiaries. Notwithstanding the foregoing, the Township may be a third-party beneficiary of certain rights as provided herein.

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

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

M. Counterparts. This agreement may be executed by facsimile or in two or more counterparts, each of which shall be deemed an original but all of which together, with or without facsimile signatures, shall constitute one and the same instrument.

N. Binding Effect. Subject to the terms herein, the provisions of this agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns.

O. Authorization to Sign. The individuals signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on

behalf of the party they represent and that this Agreement has been authorized by the party they represent.

In witness whereof the parties have executed this agreement, by their duly authorized representatives, as of the last date set forth below.

**MERIDIAN TOWNSHIP ECONOMIC
DEVELOPMENT CORPORATION**
a public body corporate

VILLAGE OF OKEMOS, LLC
a Michigan limited liability company

By: Jade Sims
Its: Chair

By: Will Randal
Its: Authorized Agent

Date: _____

Date: _____



To: Meridian Economic Development Corporation

From: Amber Clark Director Neighborhoods & Economic Development

Date: December 3 2020

Re: Business Needs Survey

Summary

The Economic Development department with direction from the Economic Development Corporation Directors submitted a Business Needs survey to small business owners within Meridian Township. The results of the survey will be used to further the local business support initiative the Meridian Economic Development Corporation and Department take to provide relief for business owners. The survey was posted November 1st and closed November 30th with 25 businesses submitting their results. The results of the survey have been altered to not show specific business names but provide information related to industry, business size, how they are currently operating and what they believe the Economic Development Department can do to be the most beneficial for their business.

History

Meridian Economic Development Corporation utilized a small portion of funds from the Meridian Redevelopment Fund in April 2020 to support local small businesses through a grant initiative. Awarded businesses received \$4000 to be used at any time to provide relief while the number of COVID-19 cases increased and the limitations on gatherings became more restrictive. The need to adapt quickly became a priority for local businesses and the grant could be used in any way to ensure that doors could remain open. It was mentioned by members of the Economic Development Corporation that a survey should be submitted to businesses to determine how well the grant assisted operations and what else could be done to improve their current status.

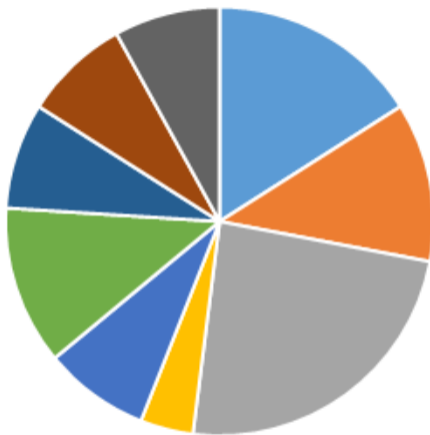
Budgetary Considerations

There are currently no budgetary considerations for the business survey.

Recommendation

The small business grants according to many of the business owners, allowed them to make adaptations to remain in operation or paid for necessary payroll, PPE, or other essential items. My recommendation is that the EDC review the results of the survey together we create a small business support initiative with multiple resources for businesses in 2021. This would be a 6 month program that begins January 2021 to support through June 2021.

Business Needs Survey Responses By Industry



■ Retail

■ Business Services

■ Fitness/Gym

■ Personal Care/Grooming

■ Educational Services

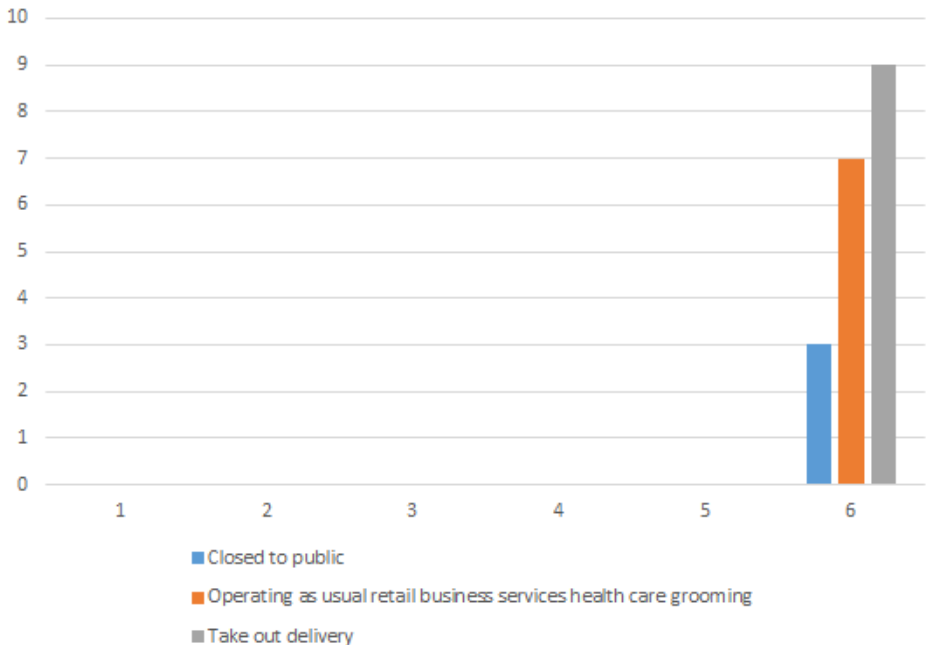
■ Sole Proprietor

■ Restaurant/Dining

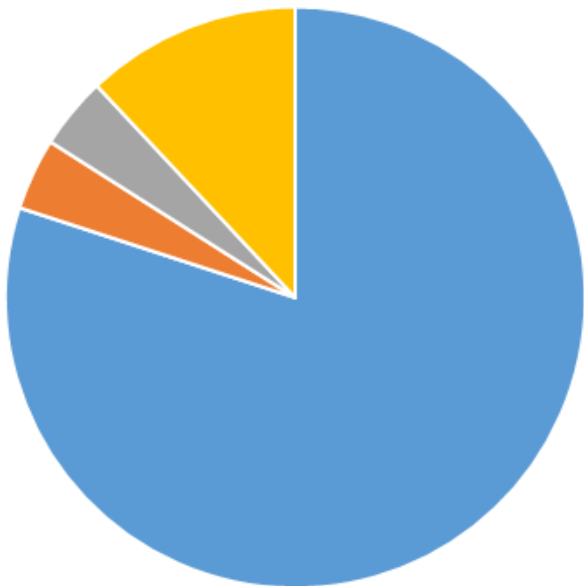
■ Health Care

■ Non profit

Current Operation Status



Requested Assistance Type



■ Grant Funding/Assistance ■ All ■ Access to Clients/E-Commerce Assistance ■ Nothing



To: Meridian Economic Development Corporation

From: Amber Clark Director Neighborhoods & Economic Development

Date: December 3, 2020

Re: Small/Local Business Support Initiative

Summary

As part of the Mission for the Meridian Economic Development Corporation you are committed to being the leaders in building sustainable public/private partnerships. With direction from this committee the Economic Development Department continues to look for ways to assist our business districts. Recently WLNS TV submitted a proposal package to Meridian Township to provide the community and local businesses the opportunity to partner for promotional advertising slots and a Facebook ad. Directors of the Meridian Economic Development Corporation questioned the results of the WLNS advertising packages and want to discuss more creative viable options. The small business grants that were issued in the spring and summer have helped the local economy, but the results of the business survey show that more is requested. The recent spike in new COVID-19 cases around the Nation have once again required limitation on groups and the impact on our local businesses has created additional strain.

History

The Meridian Economic Development Corporation (EDC) has engagement as a part of what they wish to do to elevate the economic development in our community. With the recent rounds of grants provided through the Township and with Lansing Economic Area Partnership (LEAP), our community may be able to support our local business districts with focused initiatives. The results of the recent business survey show that continued restrictions on the number of visitors or requiring work to be done from home has significantly changed businesses ability to work. Some businesses have made adaptations to their business models to provide flexible options for customers to still receive products or services. The business districts are still in need of other options to help them keep their door open through this season.

Budgetary Considerations

There will be budgetary considerations, at this time we do not have a plan of action so the cost of the program is not yet determined. Directors will review the results of the recent business survey and



To: Meridian Economic Development Corporation

From: Amber Clark Director Neighborhoods & Economic Development

Date: December 3, 2020

Re: 2021 Calendar Resolution

Recommendation:

Approve and adopt the attached calendar dates for the regular meeting of the Meridian Economic Development Corporation. Meetings will be scheduled generally for the first Thursday of each month beginning at 7:30am. Meetings are currently held virtually due to the outbreak of COVID-19. When regular in person meetings resume, meetings will be held in the Town Hall room of Meridian Township offices 5151 Marsh Road, Okemos MI 48864.

The following motion is proposed:

MOVE TO APPROVE THE 2020 MEETING SCHEDULE FOR THE ECONOMIC DEVELOPMENT CORPORATION OF MERIDIAN TOWNSHIP AS PROPOSED.

Attachments

- A. 2021 EDC Calendar Resolution

**Economic Development Corporation Meeting Dates
2021 Schedule**

RESOLUTION

At a regular meeting of the Economic Development Corporation of the Charter Township of Meridian, Ingham County, Michigan, held at the Meridian Municipal Building, in said Township on the 3rd day of December, 2020 at 7:30 AM., Local Time.

PRESENT:

ABSENT:

The following resolution was offered by _____ and supported by _____.

WHEREAS, Public Act 267 of the Public Acts of 1976 requires the publication of the meeting schedule of every municipal board at least once a year; and

WHEREAS, the Economic Development Corporation (EDC) desires to announce the time, date, and place of all regular meetings of the EDC, pursuant to the provisions of Act 267 of the Public Act of 1976.

NOW, THEREFORE, BE IT RESOLVED BY THE ECONOMIC DEVELOPMENT CORPORATION OF THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN as follows:

1. The Economic Development Corporation will meet for at least 12 regular meetings on certain Thursdays, January through December in 2021 in the Town Hall Room of the Township Municipal Building, 5151 Marsh Road, Okemos, MI 48864 517.853.4258.
2. The specific dates for meetings are as follows:

January	7 - regular meeting
February	4 - regular meeting
March	4 - regular meeting
April	8 - regular meeting
May	6 - regular meeting
June	3 - regular meeting
July	8 - regular meeting
August	5 - regular meeting
September	2 - regular meeting
October	7 - regular meeting
November	4 - regular meeting
December	2 - regular meeting

Economic Development Corporation
2021 Schedule

3. Meetings will begin at approximately 7:30am
4. Special meetings of the Economic Development Corporation may be called pursuant to the applicable statute.
5. Regular meetings may be canceled, recessed, or postponed by members of the Economic Development Corporation pursuant to the applicable statute.
6. A summary of this resolution stating date, place, and time shall be posted in the Meridian Municipal Building within ten (10) days after the first regularly scheduled meeting of the year in accordance with MCL 15.265.

ADOPTED: YEAS:

NAYS:

STATE OF MICHIGAN)

)ss

COUNTY OF INGHAM)

I, the undersigned, the duly qualified Chairperson of the Economic Development Corporation of the Charter Township of Meridian, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Economic Development Corporation held on the 3rd day of December, 2020.

Jade Sims
Economic Development Corporation Chairperson



To: Meridian Economic Development Corporation

From: Amber Clark Director Neighborhoods & Economic Development

Date: December 3, 2020

Re: MABA Business Award Nominations

Summary

The Meridian Economic Development Corporation (EDC) assists the Meridian Area Business Association (MABA) with a list of nomination for Meridian Business awards. The two categories that the EDC assists with are New Business of the Year Award and Established Business of the Year Award. The EDC provides a list of businesses that should be included. MABA submits the list publicly for the community to advocate for their choice. The most voted businesses receive their award at the annual ceremony hosted by MABA.

History

The Meridian Economic Development Corporation (EDC) has engaged each year with MABA to bring awareness to some of the businesses that are small but have made a great impact on the community. The 2019 Awardees were High Caliber Karting for New Business Award and Playmakers for the Established Business Award. Included with this memo is a list of business names for the EDC directors to review. If the final approved list will be sent to MABA to be included in the survey.

Budgetary Considerations

The EDC may contribute some funding toward the Award or award ceremony. This has not been requested by members of MABA yet. Please review the attached list for names to be included or removed.

New Business of the Year 2020

(This award goes to a business established in Meridian Township between July of last year and nomination time for this award (within approximately 1.5 year). Worthy candidates bring true value to the region for reasons including, but not limited to: Filling a significant need in the community; Strong energy/fast regional fan favorite; Major improvement to a facility; Owner/employees give back - philanthropy, donations, serve on boards/volunteerism.(Nominees in no particular order. Please select one winner.)

House of Soles

Chipotle

Marketplace around the World

Marketplace on the Green

Established Business of the Year 2020

(This award recognizes a business located within Meridian Township that has been open for business since at least January the year prior to this nomination (approximately 2 years minimum). Worthy candidates can be considered for a variety of reason including, but not limited to: Expansion, Relocation or reinvestment in their brand or location; Introduction of a new product or service offering the community values; Creation of new employment opportunities; Noticeable increase in community engagement/volunteerism/service. (Nominees in no particular order. Please select one winner.)

Henry's Place

Mahabir Wellness

Saddleback BBQ

High Caliber Karting

Golf-X

Launch Trampoline Park

Orthopedic Rehab Specialists

Ellison Brewery