

AGENDA

CHARTER TOWNSHIP OF MERIDIAN
Economic Development Corporation

March 4, 2021 7:30 am
5151 Marsh Road, Town Hall Room

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 March 4, 2021
 - B. Financial Report
 - C. Development Projects
5. PUBLIC REMARKS
6. OLD BUSINESS
 - A. Village of Okemos Update - Reimbursement Agreement
7. NEW BUSINESS
8. TOWNSHIP REPORTS
 - A. Township Board
 - B. Township Manager
 - C. Planning Commission
 - D. Chair
 - E. Staff
9. COMMUNITY REPORTS
 - A. Meridian Mall
 - B. MABA
10. OPEN DISCUSSION/BOARD COMMENTS
11. PUBLIC REMARKS
12. NEXT MEETING DATE
 - A. May 6 , 2021, 7:30am
13. 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, March 4, 2021- Minutes -DRAFT

Members

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

Members

Absent: Brenda Chapman

Others

Present: Neighborhoods & Economic Development Director Amber Clark, Community Planning & Development Director Mark Kieselbach, Finance Director Miriam Mattison, and Trustee Patricia Herring Jackson

1. CALL MEETING TO ORDER

Chair Thompson called the meeting to order at 7:30 am and Member Conway 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. MEMBER INTRODUCTIONS

Each EDC member introduced themselves by sharing some professional and personal information.

4. APPROVAL OF THE AGENDA

MOTION BY MEMBER CARLSON TO APPROVE THE AGENDA. SUPPORTED BY MEMBER CONWAY. MOTION PASSES 10-0.

5. CONSENT AGENDA

- a. Minutes-February 4, 2021
- b. Financial Report-Year end unaudited report given by Director Mattison.
- c. Development Projects

MOTION BY MEMBER CARLSON TO APPROVE THE CONSENT AGENDA. SUPPORTED BY MEMBER DUNHAM. MOTION PASSES 10-0.

6. PUBLIC REMARKS

None.

7. OLD BUSINESS

a. MABA Business Awards Update

Director Clark explained that MABA launched nominations for the New Business of the Year and Existing Business of the Year in January. The votes were tallied and Cheezy D's is the winner of New Business of the Year and High Caliber Karting is the winner for Existing Business of the Year. The EDC discussed purchasing the awards with a cost estimate of \$200-\$300.

MOTION BY MEMBER CONWAY TO APPROVE THE PURCHASE OF THE TWO MABA AWARDS NOT TO EXCEED \$300. SUPPORTED BY MEMBER DUNHAM. MOTION PASSES 10-0.

b. Village of Okemos Update-Reimbursement Agreement

Director Clark stated the developer has not updated or signed the agreement. At this point, based on the agreement, the total eligible reimbursement continues to decrease. Vertical build on the site is scheduled to begin in the fall of 2021.

c. Business Outreach Subcommittee

Director Clark reported that the committee met last month along with the Township Communications Team to discuss marketing efforts for local businesses. Ideas from the group include the following:

- Adding local business advertising to the Prime Meridian Magazine. Possible EDC sponsorship for this item.
- A township directory added to the Prime Meridian Magazine.
- HOMTV interviews and/or highlighting a small business at the EDC meeting.
- Shop small business initiatives.
- Grub Grab was successful last year and there is interest to do it again.
- Connect with Okemos and Haslett High Schools after spring break.

d. Goals Plan of Action-Economic Development Implementation Matrix

Director Clark mentioned she is working on the MEDC Redevelopment Recertification. This process needs to take place every three years. As part of the process, the MEDC is requiring an implementation matrix. The draft matrix is in the packet for your review. Please provide feedback. The matrix is due in November.

8. NEW BUSINESS

None.

9. TOWNSHIP REPORTS

a. Township Board

Trustee Sundland reported the following:

- The Board held a study session on recreational marijuana on February 16th.
- The Board held a retreat on February 20th.

- The Local Officials Compensation Commission presented their findings at the February 23rd meeting. A few increases for Township Officials have been approved.
- The Election Commission met.
- The Board is working on a citizen's survey.
- The Board discussed expansion of Redi-Ride services.
- The Board passed a resolution in recognition of Women's History Month.

b. Township Manager

Manager Walsh reported the following:

- There is a prospective senior housing project for Grand River and Powell Road.
- The Service Center will have solar installed on its roof to power the entire building.
- The Prime Meridian Magazine is in the mail.
- Working on the Powell Road special assessment district for paving from Grand River Avenue to the Silverstone development.
- The deer management program is going well with 311 of their 326 goal.
- Working on a rezoning of Midwest Power at Jolly and Kansas.
- Walnut Hills demolition is complete.
- Woda Cooper development is progressing north of Whole Foods.
- Meridian Police are launching a program to provide mental health care when needed in partnership with Community Mental Health.
- Submitted a \$10,000 art grant to LEAP for art at the Marketplace on the Green.

c. Planning Commission

Director Kieselbach, on behalf of Commissioner Trezise, gave a report on the current Planning Commission activities.

d. Chair

None.

e. Staff

Director Clark reported the following:

- Working on compiling information for the Board on costs for the citizen's survey.
- Developing a Township Business Directory.
- Creating an interactive neighborhood map showing if there is a neighborhood group or any green environmental projects.
- Working with LEAP on development of SmartZones in the Township.
- Creating an organized business retention plan.

10. COMMUNITY REPORTS

a. Meridian Mall

Member Dunham reported that entertainment options are opening, but places like Launch and High Caliber Karting are not getting the traffic they are used to. The Cinema continues to be closed for now and the food court is picking up.

b. MABA

Director Clark reported that MABA is working on a member retention program and trying to define the "value" of the membership.

11. OPEN DISCUSSION/BOARD COMMENTS

Discussion was had around the opening of Memorial Healthcare of Owosso, 3544 Meridian Crossing at the beginning of April in the old Sleep Diagnostic area.

10. PUBLIC REMARKS

Trustee Patricia Herring Jackson said thank you.

11. NEXT MEETING DATE

- April 8, 2021 at 7:30am

12. ADJOURNMENT

Hearing no objection, Chair Thompson adjourned the meeting.



INDEPENDENT

BANK

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

Account Analysis
February 2021

Account Number	1182419
Settlement Period Ends	February 2021
Statement Date	March 15, 2021
	Page 1 of 2

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

1-69



00069

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	\$45,474.01
Less Average Float	\$0.00
Average Collected Balance	\$45,474.01
Average Negative Collected Balance	\$0.00
Average Positive Collected Balance	\$45,474.01
Collected Balance	\$45,474.01
Less Federal Reserve Requirement at 10.000000% of Collected Balance	\$4,547.40
Investable Balance	\$40,926.61
Investable Balance	\$40,926.61
Less Balance Required for Services	\$0.00
Excess/(Deficit) Balance	\$40,926.61

Results Summary

Analyzed Results

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



00069

Account Analysis

February 2021

Account Number	1182419
Settlement Period Ends	February 2021
Statement Date	March 15, 2021
	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
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
November	43,802	43,468	39,121	39,121	0	1	0	0
December	46,470	46,470	41,823	41,823	0	0	0	0
January	45,827	45,827	41,244	41,244	0	0	0	0
February	45,474	45,474	40,927	40,927	0	0	0	0
Average	47,155	46,689	42,020	42,020	0	1	0	



Economic Development Updates

April 2021

New Businesses Opening/Relocating

- Juice Nation 3520 Okemos Rd
- Lil Emil's 1982 W Grand River (former A&W in Meridian Mall)
- Klingmans Furniture-1705 Newman Road (former Toys R Us)
- Hungry Howie's 2160 Grand River Ave
- Memorial Healthcare of Owosso 3544 Meridian Crossing
-

Under Construction

- Elevation Phase 2362 Jolly Oak- 3 of 5 have been completed
- Fedewa Homes-1730 Chief Okemos-residential project
- Red Cedar Manor-Commercial/Residential Development
- Silverstone Estates—residential development Powell Road
- Copper Creek-residential development Haslett Road
- Williams Volkswagen of Okemos-2186 Jolly Road-expansion

Approved/Not Commenced

- Haslett Marathon-1619 Haslett Road-new building construction/approved Brownfield Plan
- Joe's on Jolly (restaurant and fitness training center)-2360 Jolly Road
- Woda Cooper submitted site plans 2.22.201
- Newton Park Apartments Multifamily mixed use Haslett Road (SE corner Okemos/Haslett)
- Pine Village 1673 Haslett Road Commercial /Residential development approved
Meridian Township Brownfield Plan
- Village of Okemos 4661 Okemos Road Commercial/Residential development
Approved EGLE Brownfield, Meridian Redevelopment Fund
- Buddy's Pizza--2010 Grand River (former Burger King)

Closings/Postponements

- Gilbert's Chocolates



To: Economic Development Corporation Members
From: Neighborhoods & Economic Development Director Amber Clark
Date: April 1, 2021
RE: Village of Okemos Reimbursement Agreement

Meridian Township Economic Development Corporation held a virtual Special Meeting Thursday October 8, 2020 at 7:30 am to review and discuss an application for the MRF for the Village of Okemos development. The request from the Village of Okemos, LLC, is focused primarily in demolition and asbestos removal to prepare the site for redevelopment. The application requests a grant in an amount not to exceed \$85,481.44 for eligible costs. At the conclusion of its meeting the EDC approved the application, with the Village of Okemos, LLC, for funding from the Redevelopment Fund.

Demolition for the Village of Okemos project commenced January 4, 2021 with all building envelopes completely removed by January 29, 2021. Changes in the demolition process required language changes to the agreement as the project scope was altered. Monday March 22, Village of Okemos development team submitted the attached Reimbursement Agreement with language change to support the eligible demolition activities at the site. The suggested edits have been reviewed by the Township's legal team and are generally acceptable by the legal team.

Recommendation:

Approve and authorize the reimbursement agreement with Village of Okemos developers

Your concurrence is appreciated

Director Clark

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 Village of Okemos Eligible Property Maps Blocks 1(~~C~~) and 2(~~E~~) Parcels 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 residential units (“Development”). It will occupy two blocks, known as Blocks ~~1(C) and 2(E)~~ 1 and 2, 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 phases. Among other improvements, the first phase will begin to address soil contamination, abate asbestos in the existing structures and demolish those 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 infrastructure (utility pole) stabilization along Okemos Road to allow for demolition, removal of a four-foot wide strip of concrete/asphalt ~~removed~~ from back of sidewalk and replaced with 4-inches topsoil/seed/straw mat along with two watering trips to establish grass as per plans to produce green space as shown in the approved Meridian Redevelopment Fund Application.

1. Infrastructure (Utility Pole) Stabilization along Okemos Road to allow for Demolition. The Grant will reimburse reasonable stabilization costs required to protect public utilities and public roadways. Utility pole stabilization is confirmed along Okemos Road on Block 1(~~C~~) near the southeast corner of Okemos and Hamilton Roads. The Parties acknowledge and ratify that utility pole stabilization costs are eligible costs as appropriate infrastructure stabilization in substitution of sheeting and shoring in the Application. These costs are eligible for reimbursement upon completion (~~anticipated FY2021—Q2~~).

2. Concrete/Asphalt 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 is completed (~~anticipated FY2021—Q2~~).

D. Management Costs. Only Project management costs arising directly from Infrastructure (Utility Pole) Stabilization along Okemos Road and Concrete/Asphalt Removal & 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 remediation of contaminated soil or groundwater.

D. Any management, supervision, or administrative cost arising out of or in connection with the Development or any environmental remediation of contaminated soil or groundwater 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.

Commented [MK1]: Retained original April 2021 date

Commented [MK2]: No additional reference to Section 2.C.2.

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. Infrastructure (Utility Pole) Stabilization along Okemos Road;
2. Concrete/Asphalt Removal & Restoration; or
3. Management 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 Redevelopment Financing Act (PA 381, as amended). 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 and groundwater 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.

Commented [EH3]: I want to call out that a portion of the Block 2 Property soils and groundwater are deemed hazardous, "listed hazardous soil and groundwater that may be considered hazardous by definition". Also, it is well known that this soil and groundwater contamination is offsite and is migrating to the west. Therefore, does any of this section need to change legal persons (Matt and Peter)???

Commented [MK4R3]: I believe this was developed in consultation with the developer. I note that the paragraph acknowledges prior disclosed conditions are not a violation. I see no need for modification.

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~~ Kimberly Thompson
Its: Chair

By: Will Randal
Its: Authorized Agent

Date: _____

Date: _____