



Downtown Development Authority

REGULAR MEETING AGENDA
WEDNESDAY, FEBRUARY 9, 2022 - 6:00 P.M.
IN THE GYMNASIUM, CITY HALL
310 GREENWOOD ST., GRAND LEDGE, MI 48837

- I. ROLL CALL OF BOARD
- II. PLEDGE OF ALLEGIANCE
- III. AUDIENCE PARTICIPATION
- IV. APPROVAL OF REGULAR AGENDA
 - A. **Motion** – To approve the Wednesday, February 9, 2022, regular DDA agenda.
- V. APPROVAL OF MINUTES
 - A. **Motion** – To approve the Wednesday, December 8, 2021, regular meeting minutes.
- VI. COMMITTEE REPORTS
- VII. STAFF REPORTS
 - A. Financial transaction and bills
 - B. Monthly financial statement
- VIII. UNFINISHED BUSINESS
 - A. Bridge Street Plaza Development Discussion
- IX. NEW BUSINESS
- X. AUDIENCE PARTICIPATION
- XI. COMMUNICATIONS FROM MEMBERS
- XII. ADJOURNMENT

This meeting will be held in person, per the Open Meetings Act, and will also be livestreamed via Zoom for informational purposes only without the ability for two-way communication or interaction. The public is invited to attend in person to participate and offer comments. Written comments can also be submitted to the City Clerk at 310 Greenwood St., Grand Ledge MI 48837, or cityhall@cityofgrandledge.com.

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83862888255>

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**DOWNTOWN DEVELOPMENT AUTHORITY
310 GREENWOOD ST.
GRAND LEDGE, MI 48837**

**MINUTES – REGULAR MEETING
WEDNESDAY, DECEMBER 8, 2021 - 6:00 P.M.**

**IN A HYBRID IN-PERSON/ONLINE MEETING, IN THE GYMNASIUM, CITY HALL, 310
GREENWOOD ST., GRAND LEDGE MI 48837, AND IN AN ONLINE TELECONFERENCE
IN COMPLIANCE WITH THE OPEN MEETINGS ACT, AS AMENDED**

- I. ROLL CALL OF BOARD** – Authority Members Present: Chair Bruce MacDowell, Vicki Paski, Mayor Thom Sowle, Lise Mitchell, Amy Hoyes, Spencer Bye, and Michael Fredericks
Authority Members Absent: Andrew Archer, Terrance Augustine, Karl Glarner, Dana Beattie, Chris Fata, and Keith Mulder
Others Present: Adam Smith, City Manager, Greg Newman, City Clerk

II. PLEDGE OF ALLEGIANCE

III. AUDIENCE PARTICIPATION - None

IV. APPROVAL OF REGULAR AGENDA

- A. Motion** – To approve the Wednesday, regular December 8, 2021, DDA agenda.

AUTHORITY MEMBER MITCHELL MOVED, AUTHORITY MEMBER PASKI SECONDED, TO APPROVE THE DECEMBER 8, 2021, AGENDA AS PRESENTED. MOTION CARRIED UNANIMOUSLY.

V. APPROVAL OF MINUTES

- A. Motion** – To approve the Wednesday, November 10, 2021, regular DDA minutes.

AUTHORITY MEMBER BYE MOVED, AUTHORITY MEMBER MITCHELL SECONDED, TO APPROVE THE NOVEMBER 10, 2021, MINUTES AS PRESENTED. MOTION CARRIED UNANIMOUSLY.

VI. COMMITTEE REPORTS

- A.** Adam Smith, City Manager, reported on preliminary readiness activities for development due diligence for Bridge Street Plaza.

VII. STAFF REPORTS

- A.** Financial Transactions and Bills

AUTHORITY MEMBER BYE MOVED, AUTHORITY MEMBER MITCHELL SECONDED, TO ACKNOWLEDGE THE PAYMENT OF THE FINANCIAL TRANSACTIONS AND BILLS IN THE AMOUNT OF \$2,232.85. MOTION CARRIED UNANIMOUSLY.

- B.** Monthly financial statement

AUTHORITY MEMBER MITCHELL MOVED, AUTHORITY MEMBER FREDERICKS SECONDED, TO ACCEPT AND PLACE ON FILE THE MONTHLY FINANCIAL STATEMENTS. MOTION CARRIED UNANIMOUSLY

VIII. UNFINISHED BUSINESS

- A.** Bridge Street Plaza Development

Adam Smith, City Manager, reviewed past action requesting Booth Enterprises, Inc., attend a meeting to discuss Bridge Street Plaza development and explained the City will require a development agreement paid for with the initial due diligence budget.

Tim Booth, Booth Enterprises, Inc., explained the current status of the proposed development, the addition of a fourth story, the number of apartment units, the commercial space, the plan to move the existing structures and statues to the rear of the building for open space for residents, and the timeframe of two years to break ground and then one year to build.

The Board discussed the proposed building plans, the timeframe, the apartment units and commercial spaces, parking requirements, and Booth Enterprises, Inc., commercial building experience.

AUTHORITY MEMBER PASKI MOVED, AUTHORITY MEMBER FREDERICKS SECONDED, TO INCLUDE THE INITIAL DRAFT OF THE DEVELOPMENT AGREEMENT IN THE DUE DILIGENCE BUDGET. MOTION CARRIED UNANIMOUSLY.

B. 2022-2023 Priorities

Adam Smith, City Manager, reviewed the 2022-2023 Board Priorities, mentioned the need to adopt the 2022-2023 Board Priorities, and explained the budget process starts in January.

The Board discussed the 2022-2023 Board Priorities and the Planning Commission's request to consider City entrance signage.

AUTHORITY MEMBER BYE MOVED, AUTHORITY MEMEBR FREDERICKS SECONDED, TO ADOPT THE 2022-2023 BOARD PRIORITIES. MOTION CARRIED UNANIMOUSLY.

IX. NEW BUSINESS

A. 2022 Meeting Schedule

Adam Smith, City Manager, presented the 2022 meeting schedule.

AUTHORITY MEMBER MITCHELL MOVED, AUTHORITY MEMBER HOYES SECONDED, TO APPROVE THE 2022 MEETING SCHEDULE. MOTION CARRIED UNANIMOUSLY.

X. AUDIENCE PARTICIPATION - NONE

XI. COMMUNICATIONS FROM MEMBERS

Authority Member Fredericks commented on the successful Christmas Parade and asked about ending the parade beyond the Bridge/Scott intersection to avoid pedestrian/traffic congestion.

Authority Member Mitchell commented on Grand Ledge Area District Library activities.


XII. ADJOURNMENT

AUTHORITY MEMBER FREDERICKS MOVED, AUTHORITY MEMBER PASKI SECONDED, TO ADJOURN THE MEETING AT 7:14 PM. MOTION CARRIED UNANIMOUSLY.

Vicki Paski, Secretary

Bruce MacDowell, Chairman

TO: Downtown Development Authority Board Members

FROM:  Ameer King, Assistant City Manager

DATE: February 4, 2022

RE: 211 S. Bridge Street

Background: The DDA has made Infill Development of Bridge Street Plaza a priority for several years. Staff has been tasked with completing preliminary work for Bridge Street Plaza such as title work, survey work, utilities, etc. During this task, it was discovered that one of the three parcels that make up Bridge Street Plaza (211 S. Bridge Street) was purchased by the City and is titled in the City's name. The purchase price was \$18,000 and took place on July 23, 1999.

Issues and Questions Specified: The issue at hand is the property needs to be titled to the DDA. The City needs reimbursed from the DDA for the original purchase of the property. There is some belief that the DDA may have financially supported the purchase in 1999. Staff spent a significant amount of time researching and reviewing old files. Although we found some circumstantial notes from about 20 years ago, there are no financial documents or official minutes that demonstrated the property was purchased with DDA funds in 1999.

Financial Impact: \$18,000 allocated from fund balance for acquisition.

Recommendation: Staff recommends the approval of the attached purchase agreement, which our legal team drafted. Our attorney also recommends combining the three parcels into one single parcel after the property transfer is finalized. Staff will also recommend to City Council that they commit the \$18,000 received from the DDA, towards an upcoming DDA project such as the new entrance signage or the Jaycee Park public gathering space.

Attachments: Purchase Agreement and property deed.

PURCHASE AGREEMENT

This Purchase Agreement (“Agreement”) is made and entered into this _____ day of _____, 2022 (“Effective Date”), by and between the City of Grand Ledge, a Michigan home rule city organized and operating under the Home Rule City Act, MCL 117.1, *et seq.*, as amended, whose address is 310 Greenwood Street, Grand Ledge, Michigan 48837 (the “Seller”), and the City of Grand Ledge Downtown Development Authority, a Michigan downtown development authority organized and operating under the Downtown Development Authority Act, MCL 125.1651, *et seq.*, as amended, whose address is 310 Greenwood Street, Grand Ledge, Michigan 48837 (the “Purchaser”), for the sale and transfer of real property located at 211 S. Bridge Street within the City of Grand Ledge, Eaton County, Michigan.

I. Property Transferred. The Purchaser shall purchase and receive and the Seller shall sell the property legally described in Exhibit “A” and, if any, all easements and all other interests and rights of the Seller which are appurtenant to the real estate, including, but not limited to, all right, title, and interest, if any, of the Seller in and to any land lying in street, road, or avenue in front of, within, or adjacent to, or adjoining such land (collectively, the “Property”).

II. Purchase Price. The Property shall be purchased for the sum of Eighteen Thousand and 00/100 Dollars (\$18,000.00) (the “Purchase Price”). The Purchase Price shall be paid in full at the Closing.

III. No Deposit. The Seller and the Purchaser acknowledge and agree that a deposit is not required.

IV. Closing. The Closing of the sale described herein shall take place at the office of the Seller’s City Manager’s Office. Closing shall be held within sixty (60) days from the Effective Date of this Agreement, unless the parties agree in writing to another date (the “Closing”). The Purchaser shall take possession of the Property upon Closing.

V. Evidence of Title. The Seller has obtained a commitment for an owner’s policy of title insurance from Transnation Title Agency (Commitment #196826LANS) (the “Title Commitment”). The Purchaser has agreed to take the Property subject to all restrictions, reservations, limitations, easements and other conditions of record disclosed in the Title Commitment.

VI. Warranty Deed. Seller shall deliver to the Purchaser a Warranty Deed which shall be subject to all easements, restrictions, rights of way and other reservations of record.

VII. Closing Costs. The Seller shall pay the transfer tax (if any) and any attorneys’ fees incurred by the Seller, the costs of an updated title policy and the recording fees for the Warranty Deed. Also at the Closing, the Seller shall pay for the closing costs required by the title company to close this transaction.

VIII. Time of Essence. Time is of the essence with respect to all dates and times set forth in this Agreement.

IX. Taxes. The Seller shall pay all real property taxes, if any, on the Property prior to the date of closing. The Purchaser shall be responsible for all real property taxes on the Property which become due on or after the date of Closing.

X. Special Assessments. Special assessments which are or become a lien on the Property before the date of Closing shall be paid by the Seller. Special assessments which become a lien on the Property on or after the Closing date shall be paid by the Purchaser.

XI. “As-Is”. At Closing, the Purchaser agrees to take the property “as-is” and in its present condition, and that there are no other or additional written or oral understandings.

XII. Notices. All notices required or given under this Agreement shall be in writing and either delivered personally or mailed by regular mail addressed to the parties at their addresses specified above. Mailed notices shall be effective upon mailing.

XIII. Whole Agreement. This Agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transactions herein contemplated. Each party acknowledges that no representation, inducement, or condition not set forth herein has been made or relied upon by either party.

XIV. Amendments. This Agreement may be amended or modified only by a document in writing executed by each of the parties named above.

XV. Successors and Assigns. This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.

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

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

(Signatures appear on the following page.)

SELLER:

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

By: _____

Its: _____

Dated: _____, 2022

PURCHASER:

**CITY OF GRAND LEDGE DOWNTOWN
DEVELOPMENT AUTHORITY, a Michigan
downtown development authority**

By: _____

Its: _____

Dated: _____, 2022

EXHIBIT "A"

Legal Description of Property

Real property located at 211 S. Bridge Street within the City of Grand Ledge, Eaton County, Michigan legally described as follows:

That part of Lots 9 and 10, Block 27, in the Village (now City) of Grand Ledge, Eaton County, Michigan, described as follows: Commencing on the Southeasterly line of Bridge Street, 47feet Northeasterly from the Westerly corner of said Lot 10; thence Northeasterly along said Southeasterly line of Bridge Street, 16 1/2 feet; thence Southeasterly parallel with River Street, 132 feet to the Southeasterly line of Lot 9; thence Southwesterly along said Southeasterly line of Lot 9, 16 1/2 feet; thence Northwesterly, parallel with River Street, 132feet to the place of beginning.

Permanent Property No. 23-400-000-627-150-00 (the "Property")

RECORDED

400-000-507-150-00

46417

EATON COUNTY TREASURER'S CERTIFICATE
I HEREBY CERTIFY that there are no NO TAX LIENS OR
TITLES held by the state or any individual against the
within description, and all TAXES on same are paid for
five years previous to the date of this instrument, as
appears by the records in this office except as stated.

8/12 to 99 Bill Conerton Jr., County Treasurer
Sec. 135, Act 296, 1893 as amended

STATE OF MICHIGAN
Dept of Taxation
Eaton County
0135231 12 1st 1999



REAL ESTATE
TRANSFER TAX
\$19.80-C
\$135.00-S
#0015400

99 AUG 12 PM 3: 15

LINDA M. TWITCHELL
REGISTER OF DEEDS
EATON COUNTY, MICH.

WARRANTY DEED

STATUTORY FORM FOR INDIVIDUALS
Form No. M- 960

KNOW ALL MEN BY THESE PRESENTS: That Walter L. Eschtruth, successor trustee of the Mariam E. Eschtruth Trust No. 1

whose street number and postoffice address is 11680 Millstone Drive, Grand Ledge, MI 48837

Convey and Warrant to City of Grand Ledge a Michigan Municipal Corporation

whose street number and postoffice address is 200 E. Jefferson Street, Grand Ledge, MI 48837

the following described premises situated in the City of Grand Ledge, County of Eaton and State of Michigan, to wit:

That part of Lots Nine and Ten, Block Twenty-Seven, in the Village (now City) of Grand Ledge, Eaton County, Michigan, described as follows: Commencing on the Southeasterly line of Bridge Street, 47 feet Northeasterly from the Westerly corner of said Lot 10, thence Northeasterly along said Southeasterly line of Bridge Street, 16 1/2 feet; thence Southeasterly parallel with River Street, 132 feet to the Southeasterly line of Lot 9; thence Southwesterly along said Southeasterly line of Lot 9, 16 1/2 feet; thence Northwesterly, parallel with River Street, 132 feet to the place of beginning.

for the sum of Eighteen thousand and 00/100, (\$18,000.00) Dollars

subject to building and use restrictions, easements and reservations of record.

Dated this 26th day of July, 1999,

Signed and sealed in presence of

Signed and sealed:

Martha L. Armstrong
Martha L. Armstrong

Mariam E. Eschtruth Trust No. 1

Joni L. Hernandez
Joni L. Hernandez

By Walter L. Eschtruth Trustee
Name: Walter L. Eschtruth
Title: Successor Trustee

STATE OF Michigan)
COUNTY OF Eaton) S.S.

The foregoing instrument was acknowledged before me this 26th day of July, 1999, by Walter L. Eschtruth, successor trustee of the Mariam E. Eschtruth Trust No. 1

My commission expires April 21, 2001

Martha L. Armstrong
Martha L. Armstrong
Notary Public, Eaton County, Michigan

After recording return to:

Drafted By: Under the direction of:
Walter L. Eschtruth
11680 Millstone Dr.
Grand Ledge, MI 48837

9056

135-231
L
Armstrong

135.-
19.80

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