

IMLAY CITY
DOWNTOWN DEVELOPMENT AUTHORITY
150 N. MAIN STREET
IMLAY CITY, MI 48444

REGULAR MEETING JUNE 12, 2023
5:35 P.M.

Joi Kempf, Mayor
Walter Barga, Chair
Justin Shattuck, Vice-Chair
Kim Jorgenson, Secretary-Treasurer

Kelly Villanueva, Board Member
Stu Davis, Board Member
Ray Krakowski, Board Member
Neil Docherty, Board Member
Steve Robbins, Board Member

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. PUBLIC PARTICIPATION
6. CORRESPONDANCE – None
7. APPROVAL OF MINUTES (pgs 2-5)
Regular Meeting, May 8, 2023
8. FINANCIAL REPORTS – May 2023 (pgs 6-11)
 - a. DDA Expenditure Report
 - b. Check Register Report
 - c. DDA Credit Card Statement
 - d. Balance Sheet
9. **OLD BUSINESS**
NONE
10. **NEW BUSINESS**
 - a. CN Lease Agreement (pgs 12-31)
 - b. Public Improvement Purchases (Trash Receptacles, Bike Racks, Pet Waste Systems) (pgs 32-41)
 - c. 150 Bancroft Lease (pgs 42-48)
 - d. Art-In-The Rough Event Date Discussion (pgs 49-51)
 - e. Bi-Annual Information Meeting Date (pgs 52-53)
 - f. Goals & Objectives Workshop Meeting Date (pgs 54-61)
 - g. DDA Board Member Community Engagement (pgs 62-64)
 - h. DDA Freezer Purchase (pgs 65-67)
11. EXECUTIVE DIRECTOR'S REPORT (pgs 68-74)
12. BOARD MEMBER COMMENTS
13. ADJOURNMENT

**IMLAY CITY
DOWNTOWN DEVELOPMENT AUTHORITY**

Regular Meeting
May 8, 2023

MEETING MINUTES

A regular meeting of the Downtown Development Authority was held on Monday May 8, 2023, at the Imlay City Hall, 150 North Main Street, Imlay City MI 48444.

1. CALL TO ORDER

Chairman Bargaen called the meeting to order at 5:35 pm

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL – Executive DDA Director Malzahn called the roll:

Present: Walter Bargaen, Kim Jorgenson , Mayor Joi Kempf, Stu Davis, Steve Robbins, Kelly Villanueva, Ray Krakowski

Absent: Justin Shattuck (excused), Neil Docherty (excused)

Also present: Christine Malzahn, Executive DDA Director and Patti Biolchini, Market Manager/DDA Assistant

4. APPROVAL OF AGENDA

MOTION by Davis, support by Jorgenson to approve the agenda.

All in Favor 7 / Nays 0 - **MOTION CARRIED UNANIMOUSLY**

5. PUBLIC PARTICIPATION - none

6. APPROVAL OF MINUTES

Regular Meeting April 10, 2023

MOTION by Bargaen, support by Robbins to approve the minutes as presented.

All in Favor 7 / Nays 0 - **MOTION CARRIED UNANIMOUSLY**

7. FINANCIAL REPORTS – April 2023

a. DDA Expenditure Report

b. Balance Sheet

c. Check Register Report

Director Malzahn presented the financials through May 3, 2023. Fund balance is \$302,816.79, expenditures for April total \$8,852.69. Malzahn also reported that the 3rd qtr budget amendments approved last month have been completed with the City Treasurer and are reflected on the current budget to actual report in the board packets. The DDA has expended 82.57% of its budget for FY 2022/2023.

8. OLD BUSINESS

a. Farm Market Manager/DDA Promotions Introduction

Director Malzahn introduced Patti Bioichini, the new Market Manager. She also updated the board that Katrina Morrow, the old Market Manager, came and gave her and Patti a brief overview of how the market was run in the past. Patti greeted board members and expressed enthusiasm for the upcoming market season. Stu Davis questioned the market operating hours and Director Malzhan explained that the hours were set based on the vendor's input.

NO BOARD ACTION NEEDED

b. Facade Grant Application and Guidelines Proposed Changes

Malzahn presented additional items that were revised based on further review of the Grant Application and input from DDA Board last month.

MOTION by Bargaen, support by Robbins to approve the proposed changes as presented.

All in Favor 7 / Nays 0 - **MOTION CARRIED UNANIMOUSLY**

c. Hometown Hero's Banners

Malzahn reported that she had 19 banners returned from families to be hung. Also asked the board to approve design and printing of 6 generic military banners including Army, Navy, Marines, Coast Guard, Air Force and "Rosies" to be installed where needed. The board discussed setting a time frame for how long banners are to be hung because the last time they were hung for 8 months. No deadline set.

MOTION by Davis, support by Villanueva to approve the design and printing of 6 generic military Army, Navy, Marines, Coast Guard, Air Force, "Rosies" in the amount of \$435 to be installed where needed in the Hometown Hero Banners.

Roll Call: AYES – Bargaen, Krakowski, Villanueva, Robbins, Jorgenson, Davis, Mayor Kempf
NAYS – none

MOTION CARRIED UNANIMOUSLY

9. NEW BUSINESS

a. Holiday Lighting Purchase

Holiday Lighting Contractor Dan Weingartz, based on an inventory count, has requested additional lights to replace the strands no longer working or at end-of-life. 3 quotes were given including Bronners \$2,097.00, Northern Lights \$2,232.00 and Amazon Pricing \$2140.80. Director Malzhan recommends accepting Bronner's Proposal.

MOTION by Bargaen, support by Robbins to approve the purchase of 12 100' lighted cord C9 lights and 10 7' white cord icicle lights from Bronners in the amount of \$2,097.00 + shipping costs to be paid from the Winter Playground budgeted line item.

Roll Call: AYES - Bargaen, Krakowski, Villanueva, Robbins, Jorgenson, Mayor Kempf, Davis
NAYS – none

MOTION CARRIED UNANIMOUSLY

b. Chamber of Commerce Summerfest Funding Request

Davis expressed concern about setting a precedence in supporting non-profit entities using DDA funds. Malzahn confirmed that the event was being held with our district and this was an allowable expenditure of funds for advertising purposes, similar to the support provided to the Hispanic Services Center for their Cinco De Mayo celebration.

MOTION by Jorgenson, support by Krakowski to approve the in-kind sponsorship to the Imlay City Chamber of Commerce for advertising space on the DDA Billboard during the period of July 17th- August 13th for the SummerFest Event.

Roll Call: AYES - Bargen, Krakowski, Robbins, Jorgenson, Mayor Kempf

NAYS –Davis, Villanueva

MOTION CARRIED 5/2

c. Revitalization Grant Opportunity Discussion

Malzahn gave an overview of the RAP 2.0 grant and expressed concern over the time commitment needed to apply for a grant of this size. She also reported that in talks with Sam Moore, director of the Lapeer Development Corporation that the County is looking at applying for this grant on a regional or county level. This would assist cities like Imlay who do not have the staffing needed to facilitate the process alone. Malzahn presented a vision board from a project developed in 2015 for the Lapeer Grainery location. Discussion was had regarding not moving forward until a commitment is given by the City since this is an enormous project and needs cooperation from all entities involved.

MOTION by Bargen, support by Robbins to move forward with getting commitment from the City and/or Lapeer Development Corporation in continuing efforts for grant funding.

All in Favor 7 / Nays 0 - **MOTION CARRIED UNANIMOUSLY**

10. DIRECTORS REPORT

Malzahn presented her written report for May 2023 and requested written bios from each board member to update the directory, other updates included M-53 sidewalk construction update, flowers install date of May 21st, and reported that she will be attending to education and networking opportunities – the MDA Summer Workshop in Alpena June 1 & 2nd, the 6-week Redevelopment Ready Community webinar series beginning May 18th.

11. BOARD MEMBER COMMENTS

Chair Bargen requested that there is a write-up in the paper regarding the sidewalk going in on M-53. In addition, he noted that the cobblestone in certain areas of town is sinking. Director Malzahn then updated board on 3 projects she is eyeing for grass, mulch and weeding. He suggested that she ask Scotts for donation of topsoil. Director Malzahn was also asked about the homemade arch that the city has in storage and what the plans are for it in the future.

12. ADJOURNMENT

MOTION by Bargen, support by Kempf to adjourn the meeting at 6:36 pm

MOTION CARRIED UNANIMOUSLY

Next Regular DDA Board meeting date: Monday June 12, 2023, at 5:35 PM

Respectfully submitted by: _____
Christine Malzahn, DDA Executive Director

APPROVED:

CITY COMMISSION APPROVED:



Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

GL Number	Description	Balance
*** Assets ***		
248-000.000-001.200	CASH - CHECKING ACCOUNT	281,420.29
248-000.000-001.210	CASH - CHECKING DDA	17,236.61
248-000.000-101.000	PREPAID - ASSET	1,143.97
Total Assets		299,800.87
*** Liabilities ***		
248-000.000-200.100	WAGES PAYABLE	2,290.88
248-000.000-202.000	ACCOUNTS PAYABLE	22,761.68
Total Liabilities		25,052.56
*** Fund Balance ***		
248-000.000-390.000	FUND BALANCE	272,201.43
Total Fund Balance		272,201.43
Beginning Fund Balance		272,201.43
Net of Revenues VS Expenditures		2,546.88
Ending Fund Balance		274,748.31
Total Liabilities And Fund Balance		299,800.87

CHECK DISBURSEMENT REPORT FOR CITY OF IMLAY CITY
 CHECK DATE FROM 05/01/2023 - 05/31/2023

06/08/2023 10:17 AM
 User: RENE
 DB: Imlay City

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY							
05/04/2023	TRI	82416	DTE ENERGY	ELECTRIC- 113 E THIRD UNIT 2	921.000	705.00	27.74
05/04/2023	TRI	82417	DTE ENERGY	ELECTRIC- 101 W CAPAC	921.000	705.00	16.96
05/04/2023	TRI	82421	DTE ENERGY	ELECTRIC- 120 N MAIN	921.000	705.00	253.53
05/04/2023	TRI	82428	FIRST NATIONAL BANK OF OMAHA	DDA FLAGS	975.000	705.00	571.20
05/04/2023	TRI	82431	FRONTIER	PHONE	853.000	705.00	50.62
05/04/2023	TRI	82435	KATRINA MORROW	DDA FARMERS MARKET CONSULTATION	973.300	705.00	40.00
05/04/2023	TRI	82438	MITEL	PHONE BILL	853.000	705.00	4.66
05/04/2023	TRI	82446	SELBERT AND DLOSKI	PROFESSIONAL SERVICES APRIL 2023	826.000	705.00	135.00
05/04/2023	TRI	82450	STAPLES	VARIOUS OFFICE SUPPLIES	727.000	705.00	17.56
05/04/2023	TRI	82456	TRI-CITY TIMES	ADVERTISING DDA	741.000	705.00	56.00
05/04/2023	TRI	82457	VC3 INC	ADVERTISING	900.000	705.00	20.93
05/10/2023	TRI	82459	BETTER BUY FLAG	CHECK TRI 82456 TOTAL FOR FUND 248:			76.93
05/10/2023	TRI	82463	DTE ENERGY	APRIL BILLING COMPUTERS	818.000	705.00	131.41
05/10/2023	TRI	82472	OUTFRONT	DDA FLAGS FOR GRAVES	880.000	705.00	178.00
05/10/2023	TRI	82473	PETTY CASH	ELECTRIC-	921.000	705.00	1,228.17
05/18/2023	TRI	82492	GREENSCAPE SOLUTIONS	ELECTRIC-	921.000	705.00	1,183.05
05/18/2023	TRI	82502	RICOH USA, INC.	ELECTRIC-	921.000	705.00	43.74
05/18/2023	TRI	82505	SCOTT'S LAWN MAINTENANCE	CHECK TRI 82463 TOTAL FOR FUND 248:			2,454.96
05/18/2023	TRI	82508	STAPLES	DDA BILLBOARD 5/22/2023 - 6/18/2023	880.000	705.00	735.00
05/18/2023	TRI	82511	WELLS FARGO VENDOR	STAMPS, MAILINGS, BOARD OF REIVEW DIN	730.000	705.00	12.60
05/18/2023	TRI	82513	THE PRINT SHOP	DDA SPRING CLEAN UP WEEDING, TRIMMING	931.000	705.00	5,000.00
05/25/2023	TRI	82550	DTE ENERGY	COPIER -	956.000	705.00	23.00
05/25/2023	TRI	82551	DTE ENERGY	2023 CONTRACT 1 OF 6	956.000	705.00	840.00
05/18/2023	TRI	82508	STAPLES	OFFICE SUPPLIES	727.000	705.00	51.14
05/18/2023	TRI	82511	WELLS FARGO VENDOR	COPIER	956.000	705.00	26.95
05/18/2023	TRI	82513	THE PRINT SHOP	DDA HOME TOWN HERO BANNERS	880.000	705.00	435.00
05/25/2023	TRI	82550	DTE ENERGY	ELECTRIC-113 E THIRD	921.000	705.00	25.69
05/25/2023	TRI	82551	DTE ENERGY	ELECTRIC-101 W CAPAC	921.000	705.00	16.49

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY							
05/25/2023	TRI	82555	DTE ENERGY	ELECTRIC-120 N MAIN'	921.000	705.00	206.98
05/25/2023	TRI	82557	GRAND TRUNK WESTERN	FOR DOC L93-81 DDA BILDING , PARKING	973.002	705.00	1,271.00
05/25/2023	TRI	82564	PETTY CASH	CITY HALL POOL AND POSTAGE	730.000	705.00	13.00
Total for fund 248 DOWNTOWN DEVELOPMENT AUTHORI							12,615.42



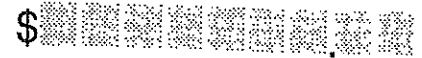
Account Number: 5477 2561 9421 9672
 New Balance: \$315.41
 Minimum Payment Due: \$35.00
 Payment Due Date: June 22, 2023

First National Bank of Omaha
 P.O. Box 2818
 Omaha, NE 68103-2818

Make checks payable to First National Bank of Omaha
 Amount of Payment Enclosed

2253
 CITY OF IMLAY CITY
 CHRISTINE MALZAHN
 150 N MAIN ST
 IMLAY CITY MI 48444-1145

19151
 0205



Change of Address? If yes, please
 complete reverse side.



5477256194219672 0000000003500 0000000031541

PLEASE DETACH HERE AND RETURN TOP PORTION WITH YOUR PAYMENT

BusinessCard® Mastercard®

Account Number:
 5477 2561 9421 9672
 Page 001 of 001



Account Summary

Previous Balance \$571.20
 Payments -\$571.20
 Other Credits -\$0.00
 Purchases +\$315.41
 Balance Transfers +\$0.00
 Cash Advances +\$0.00
 Fees Charged +\$0.00
 Interest Charged +\$0.00
 New Balance \$315.41
 Statement Closing Date 05/24/23
 Days in Billing Cycle 30
 Total Credit Limit \$15,500.00
 Available Credit \$15,184.00
 Cash Limit \$3,100.00
 Available Cash \$3,100.00



Payment Information

New Balance \$315.41
 Minimum Payment Due \$35.00
 Past Due Amount \$0.00
 Payment Due Date June 22, 2023

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Remit to: First National Bank of Omaha, P.O. Box 2818, Omaha, NE 68103-2818



Transaction Detail

Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
4-27	4-28	15270219117003453219762	Adobe Inc 8008336687 CA	\$254.27
5-01	5-01	55432863121204390407979	AMZN Mktp US*HM8QT3B10 Amzn.com/bill WA	\$25.90 ✓
5-02	5-03	55310203123083757207524	AMZN MKTP US*HM3Y97B41 AMZN.COM/BILL WA	\$27.25 ✓
5-08	5-08	85411173128023000202430	PAYMENT - THANK YOU	\$571.20 (CR)
5-23	5-24	55432863143201084081293	AMZN Mktp US*M00JS5X43 Amzn.com/bill WA	\$7.99 ✓

I need Receipts please

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

(v) Variable Rate (f) Fixed Rate

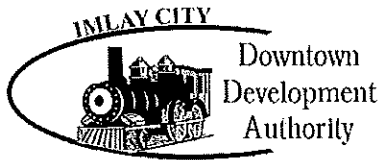
Charge Summary	Annual Percentage Rate (APR)	Special Offer or Eligible Purchase APR Expiration Date	Balance Subject to Interest Rate	Days Rate Used	Interest Charge
Purchases	17.74% (v)	N/A			
Cash Advance	29.99% (v)	N/A	\$531.55	30	\$0.00
			\$0.00	30	\$0.00

2023 Total Year-to-Date

Total fees charged in 2023 \$0.00

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 05/31/2023 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 05/31/2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDDT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
Revenues						
Dept 000.000 - REVENUE						
248-000.000-400.000	BALANCE FORWARD	0.00	0.00	0.00	0.00	0.00
248-000.000-402.000	TAX REVENUE	302,299.00	302,298.94	0.00	0.06	100.00
248-000.000-549.412	GRANT REVENUE	2,000.00	0.00	0.00	2,000.00	0.00
248-000.000-550.000	ART IN THE ROUGH REVENUE	0.00	1,143.25	0.00	(1,143.25)	100.00
248-000.000-551.200	STATE GRANT (MSHDA)	0.00	0.00	0.00	0.00	0.00
248-000.000-551.300	STATE GRANT (MEDC)	0.00	0.00	0.00	0.00	0.00
248-000.000-555.000	ART INITIATIVE REVENUE	0.00	0.00	0.00	0.00	0.00
248-000.000-560.000	WINTER PLAYGROUND	1,500.00	230.00	0.00	1,270.00	15.33
248-000.000-573.000	LOCAL COMMUNITY STABILIZATION SHARE APP	13,000.00	12,241.04	0.00	758.96	94.16
248-000.000-574.000	STATE REVENUE SHARING	0.00	0.00	0.00	0.00	0.00
248-000.000-607.000	CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00
248-000.000-665.000	INTEREST INCOME	0.00	1.28	0.00	(1.28)	100.00
248-000.000-665.004	INTEREST INCOME - BONDS	0.00	0.00	0.00	0.00	0.00
248-000.000-667.000	RENTAL INCOME	1,500.00	4,814.36	0.00	(3,314.36)	320.96
248-000.000-673.300	SALE OF PROPERTY	0.00	0.00	0.00	0.00	0.00
248-000.000-675.000	MISC/DONATIONS	0.00	0.00	0.00	0.00	0.00
248-000.000-675.001	ROTARY PARK DONATIONS	500.00	0.00	0.00	500.00	0.00
248-000.000-675.500	FARMERS MARKET REVENUE	3,000.00	3,794.50	0.00	(794.50)	126.48
248-000.000-675.600	DDA CONCERT SERIES	500.00	10.00	0.00	490.00	2.00
248-000.000-675.800	BRICK PAVERS/BENCHES	100.00	30.00	0.00	70.00	30.00
248-000.000-675.880	COMMUNITY PROMOTION REIMBURSEMENT	4,000.00	2,260.00	0.00	1,740.00	56.50
248-000.000-677.000	OTHER REIMBURSEMENTS	500.00	120.00	0.00	380.00	24.00
248-000.000-695.000	PROCEEDS FROM DEBT ISSUANCE	0.00	0.00	0.00	0.00	0.00
248-000.000-699.000	CARRYOVER/ FUND BALANCE	30,000.00	0.00	0.00	30,000.00	0.00
Total Dept 000.000 - REVENUE		358,899.00	326,943.37	0.00	31,955.63	91.10
TOTAL REVENUES						
358,899.00		326,943.37	0.00	0.00	31,955.63	91.10
Expenditures						
Dept 000.000 - REVENUE						
248-000.000-718.200	MERS - ADD'L CITY CONTRIBUTION	0.00	0.00	0.00	0.00	0.00
Total Dept 000.000 - REVENUE		0.00	0.00	0.00	0.00	0.00
Dept 265.000 - BUILDING MAINTENANCE						
248-265.000-830.000	LIABILITY INSURANCE	215.00	0.00	0.00	215.00	0.00
248-265.000-821.000	ELECTRICITY	800.00	831.54	0.00	(31.54)	103.94
248-265.000-923.000	HEAT	500.00	366.40	0.00	133.60	73.28
248-265.000-924.000	WATER & SEWER CHARGES	350.00	373.96	0.00	(23.96)	106.85
248-265.000-930.000	MISCELLANEOUS REPAIRS & MAINT	2,500.00	31.50	0.00	2,468.50	1.26
248-265.000-956.000	MISCELLANEOUS	2,000.00	1,288.73	0.00	711.27	64.44
Total Dept 265.000 - BUILDING MAINTENANCE		6,365.00	2,892.13	0.00	3,472.87	45.44
Dept 705.000 - UNALLOCATED ACTIVITY						
248-705.000-703.000	WAGES & SALARIES	42,000.00	30,936.73	3,230.76	11,063.27	73.66
248-705.000-706.000	HOURLY WAGES	17,000.00	7,843.50	847.00	9,156.50	46.14
248-705.000-710.000	BONUS PAY	1,000.00	1,000.00	0.00	0.00	100.00
248-705.000-714.000	OPTICAL INSURANCE	785.43	785.43	0.00	0.00	100.00
248-705.000-715.000	SOCIAL SECURITY	4,500.00	3,548.17	303.80	951.83	78.85

GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE		ACTIVITY FOR		AVAILABLE		
		AMENDED BUDGET	NORMAL	05/31/2023	(ABNORMAL)	MONTH 05/31/2023	(DECREASE)	NORMAL	(ABNORMAL)	% BUDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY										
Expenditures										
248-705.000-716.000	HEALTH INSURANCE	3,714.57		8,166.24		1,670.09		(4,451.67)		219.84
248-705.000-717.000	LIFE/DISABILITY INS	750.00		436.28		60.03		313.72		58.17
248-705.000-718.000	RETIREMENT AND OPEB	2,300.00		1,166.37		105.00		1,133.63		50.71
248-705.000-718.200	MERS - ADD'L CITY CONTRIBUTION	0.00		0.00		0.00		0.00		0.00
248-705.000-718.800	MERS - EMPLOYEE CONTRIBUTION	0.00		0.00		0.00		0.00		0.00
248-705.000-721.000	PTO/VACATION PAY-OUT	4,791.00		4,790.59		0.00		0.41		99.99
248-705.000-722.000	SICK LEAVE PAY-OUT	0.00		0.00		0.00		0.00		0.00
248-705.000-725.000	FEES	0.00		0.00		0.00		0.00		0.00
248-705.000-727.000	OFFICE SUPPLIES	1,099.00		1,139.67		78.70		(40.67)		103.70
248-705.000-730.000	POSTAGE	400.00		67.18		25.60		332.82		16.80
248-705.000-740.000	OPERATING SUPPLIES	250.00		80.89		0.00		169.11		32.36
248-705.000-741.000	ADVERTISING	10,000.00		3,520.00		56.00		6,480.00		35.20
248-705.000-786.000	SIGNS	0.00		0.00		0.00		0.00		0.00
248-705.000-807.000	AUDIT FEES	1,500.00		779.76		0.00		720.24		51.98
248-705.000-815.000	DUES/MEMBERSHIPS	1,500.00		606.66		0.00		893.34		40.44
248-705.000-817.000	CONSULTING FEES	500.00		350.00		0.00		150.00		70.00
248-705.000-818.000	CONTRACTED SERVICES	6,695.00		9,553.84		1,889.81		(2,858.84)		142.70
248-705.000-826.000	LEGAL SERVICES	500.00		135.00		135.00		365.00		27.00
248-705.000-830.000	LIABILITY INSURANCE	200.00		167.68		0.00		32.32		83.84
248-705.000-831.000	WORKERS COMPENSATION	400.00		203.26		0.00		196.74		50.82
248-705.000-853.000	TELEPHONE EXPENSES	1,200.00		1,091.59		205.90		108.41		90.97
248-705.000-860.000	TRANSPORTATION & CONFERENCES	892.77		215.62		0.00		677.15		24.15
248-705.000-880.000	COMMUNITY PROMOTION	19,214.00		19,865.06		1,458.00		(651.06)		103.39
248-705.000-900.000	PRINTING & PUBLISHING	0.00		20.93		20.93		(262.95)		100.00
248-705.000-921.000	ELECTRICITY	30,000.00		30,262.95		3,002.35		(262.95)		100.88
248-705.000-923.000	HEAT	400.00		0.00		0.00		400.00		0.00
248-705.000-930.000	MISCELLANEOUS REPAIRS & MAINT	10,009.86		9,895.64		0.00		114.22		98.86
248-705.000-931.000	STREETSCAPE MAINTENANCE	77,000.00		86,335.41		12,202.70		(9,335.41)		112.12
248-705.000-956.000	MISCELLANEOUS	6,297.37		7,164.48		889.95		(867.11)		113.77
248-705.000-958.000	ADMINISTRATIVE/TRANSFER TO	35,000.00		35,000.00		0.00		0.00		100.00
248-705.000-973.000	DEVELOPMENT COSTS-UNALLOCATED	20,000.00		19,559.23		0.00		440.77		97.80
248-705.000-973.002	LEASES	1,000.00		1,271.00		1,271.00		(271.00)		127.10
248-705.000-973.005	DDA WORKSHOP EXPENSES	800.00		0.00		0.00		800.00		0.00
248-705.000-973.006	DDA CONCERT SERIES EXP	14,000.00		10,275.21		0.00		3,724.79		73.39
248-705.000-973.008	BRICK/BENCH EXPENSE	100.00		14.00		0.00		86.00		14.00
248-705.000-973.100	LAPEER DEVELOPMENT CORPORATIO	6,250.00		0.00		0.00		6,250.00		0.00
248-705.000-973.300	FARMERS MARKET EXPENSE	7,750.00		7,195.06		40.00		554.94		92.84
248-705.000-973.550	ART IN THE ROUGH EXPENSE	6,000.00		4,898.30		0.00		1,101.70		81.64
248-705.000-973.560	WINTER PLAYGROUND	2,500.00		2,091.43		0.00		408.57		83.66
248-705.000-973.600	ROTARY PARK EXPENSES	0.00		0.00		0.00		0.00		0.00
248-705.000-975.000	CAPITAL OUTLAY	14,235.00		11,071.20		571.20		3,163.80		77.77
248-705.000-993.000	PRINCIPAL	0.00		0.00		0.00		0.00		0.00
248-705.000-994.000	INTEREST EXPENSE	0.00		0.00		0.00		0.00		0.00
Total Dept 705.000 - UNALLOCATED ACTIVITY		352,534.00		321,504.36		28,063.82		31,029.64		91.20
TOTAL EXPENDITURES		358,899.00		324,396.49		28,063.82		34,502.51		90.39
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:										
TOTAL REVENUES		358,899.00		326,943.37		0.00		31,955.63		91.10
TOTAL EXPENDITURES		358,899.00		324,396.49		28,063.82		34,502.51		90.39
NET OF REVENUES & EXPENDITURES		0.00		2,546.88		(28,063.82)		(2,546.88)		100.00



AGENDA ITEM NB 10a: CN Lease

DATE: June 12, 2023

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: Grand Trunk Western Railroad Company delivered via email a lease agreement for a portion of its property to the City of Imlay City. A portion of the area covered by the lease is now know as Depot Drive. In researching the history of this agreement, it appears that it originated in 1942 and includes City infrastructure along the Polly Ann Trail and the parking area in the DDA District.

City Manager Horton is requesting that the DDA assume the lease since we are responsible for the parking lot care and maintenance.

Items Attached: Property Lease Agreement #2010/3003455
Go Anywhere invoice
Flint subdivision map
Original project list

Action Needed: Table until further research can be done along with a review of the agreement by Imlay City Legal Counsel

This Lease cancels and supersedes Lease No. 18222 dated February 17th, 1988 between Grand Trunk Western Railroad and City of Imlay as well as all subsequent extensions and amendments.

PROPERTY LEASE AGREEMENT
Lease No. 2010/3003455

THIS Property Lease Agreement (“Lease”) made as of the 25th day of May, 2023, by and between **GRAND TRUNK WESTERN RAILROAD COMPANY** as Lessor (hereinafter called “Railroad”), with offices located at 17641 S Ashland Ave, Homewood, IL 60430 and **CITY OF IMLAY**, whose mailing address is 150 North Main Street, Imlay City, MI 48444 and whose telephone number is 810-724-2135 and email address is CITYMANAGER@IMLAYCITY.ORG as Lessee (hereinafter called the “Lessee”).

WITNESSETH, that the parties hereto, for and in consideration of the performance of the covenants, conditions and agreements hereinafter expressed, agree as follows:

1. LEASE OF PREMISES. Railroad leases to Lessee and Lessee leases from Railroad, upon the terms, covenants and conditions herein contained, the use of the property consisting of 0.66 acres, more or less, as shown Exhibit A, attached hereto and made a part hereof, (hereinafter called the “Premises”), located at or near Milepost 301.82 – 301.99, Flint Subdivision at Imlay, County of Lapeer, State of Michigan.

The Premises are to be used by Lessee and Lessee’s Agents, Contractors, Licensees and Invitees exclusively for a building, parking and fence; and for no other purpose without the express written consent of Railroad.

2. TERM. The term of this Lease shall be for an initial term of FIVE (5) YEARS commencing on the 1st day of January, 2023, and ending at 12:00 AM CST on the 31st day of December, 2027, unless sooner terminated or renewed as hereinafter provided.

3. RENTAL. Lessee agrees to pay as rent for the Premises the amounts shown as follows, payable annually in advance.

Rent Schedule

Year	Term	Rent for Term
Year 1	01-01-2023 to 12-31-2023	\$ 800.00
Year 2	01-01-2024 to 12-31-2024	\$ 800.00
Year 3	01-01-2025 to 12-31-2025	\$ 1,000.00
Year 4	01-01-2026 to 12-31-2026	\$ 1,000.00
Year 5	01-01-2027 to 12-31-2027	\$ 1,000.00

Although Lessee’s right to possession of the Premises shall terminate when the term of this Lease has expired or is terminated prior to such expiration in accordance with the provisions of this Lease, Lessee’s obligations under this Lease, including but not limited to the obligation to pay rental, taxes and assessments, and utilities, shall continue until Lessee delivers possession of the Premises to Railroad in the condition required by this Lease. Any payment that is not received by Railroad by the due date shall bear interest at the rate of twelve percent (12%) per annum calculated

from the due date to the date of receipt, or the maximum rate allowed by law, whichever is less. In addition to payment of interest to cover loss of use of the funds, Lessee must pay a late payment charge of \$100.00 to cover Railroad's cost of administration resulting from each such late payment.

Lessee shall arrange for and pay the cost of any utility service that is desired or required with respect to Lessee's use of the Premises. If Railroad pays any utility charges which are Lessee's obligation under the provisions of this Lease, all sums paid by Railroad shall be deemed to be additional rent and recoverable as such, and shall bear interest at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law, whichever is less, from the date paid by Railroad until Railroad is reimbursed by Lessee.

4. LEASE SUBJECT TO SUPERIOR RIGHTS. Lessee accepts this Lease subject to all existing liens, encumbrances, mortgages and other superior rights, if any, in and to said Premises. Lessee agrees it shall not have any claim against Railroad for damage on account of any deficiency in title of the Premises and agrees that in the event of failure of such title the sole remedy of Lessee shall be the right to the return of a proportionate share of rent paid in advance for any period in which Lessee is deprived of possession of Premises by a claim of title superior to that of Railroad. Lessee accepts the Premises subject to rights of any party, including Railroad, in and to any existing conduits, sewers, water lines, gas lines, power lines, cable lines, fiber optic lines, drainage, telephone, telegraph, or other wires, and poles and utilities of any kind whatsoever, whether or not of record. Should it at any time become necessary to relocate any of same because of this Lease, Lessee shall bear and pay that cost. Lessee accepts the Premises subject to rights of any party, including Railroad, in and to any existing roadways, easements, permits, or licenses. Lessee agrees to provide to Railroad, and other lessees, grantees and permittees of Railroad, access over and through the Premises on these existing roadways, easements, permits or licenses should such access be deemed necessary by Railroad. Railroad hereby reserves unto itself and its grantees and licensees: (a) the right and easement to install, construct, use, operate, maintain, repair and replace any pipe, conduit or tunnel, and any electric, cable, fiber optic, communication or signal transmission lines, together with poles and guys therefore, as may now exist or may hereafter be placed upon, under or over the Premises, (b) all ores and minerals of any kind or nature, whether on or underlying the surface of the Premises, together with the full and exclusive right, privilege and license to explore, protect, conserve, mine, extract, remove and market such minerals, and (c) all railroad operating rights, if any, associated with the Premises under applicable law; it being agreed that this Lease is subject and subordinate to any and all such rights, easements and uses. Lessee further agrees that Railroad shall not be responsible for the care or maintenance of such roadways, easements, permits or licenses. Railroad makes no covenant for quiet enjoyment of the Premises. Lessee assumes any damage Lessee may sustain as a result of, or in connection with, any want or failure at any time of Railroad's title to the Premises.

5. PREMISES ACCEPTED AS IS. Lessee has examined the Premises, knows the condition of the Premises, has received the same in existing order and repair and acknowledges that no representations as to the condition and repair thereof have been made by Railroad or its agents or employees prior to or at the execution of this Lease that are not herein expressed. Lessee accepts the Premises "AS IS, WHERE IS", subject to all existing conditions, including but not limited to any existing easements, railroad facilities, pipe lines, telephone, telegraph, communication and signal lines or any other similar facilities. Lessee also acknowledges that Railroad shall have the right to make future installations from time to time of any of the aforementioned types of facilities, provided such future installations do not unreasonably interfere

with Lessee's use of the Premises. Should it at any time become necessary to relocate any of Railroad's facilities by reason of the Lease, or Lessee's use of Premises, Lessee shall bear and pay the cost thereof.

6. TAXES/SPECIAL ASSESSMENTS AND UTILITIES

(a) In addition to rental payment provided for herein, Lessee shall be responsible for general real estate taxes and general and special assessments levied against the Premises and/or improvements located thereon. Lessee shall pay taxes and assessments applicable to the Premises promptly upon receipt of a statement from Railroad, which shall be delivered to Lessee when Railroad receives bills from the taxing authority. If general real estate taxes are paid in arrears, the first payment required to be made by Lessee shall be based on an appropriate proration of the tax bill received by Railroad that covers the Premises. Upon termination of this Lease, Lessee shall be obligated to pay taxes and assessments applicable to the Premises up to and including the effective date of said termination, which obligations shall be determined on the basis of the most recent tax bill covering the Premises. If the Premises are included with other property in a single tax bill, the amount of the taxes attributable to the land in the Premises shall be determined on a square-foot basis. If the Premises are not locally assessed, but are included in Railroad's unit assessment which applies to Railroad's operating property, Lessee shall receive an estimated statement from Railroad for general real estate taxes attributable to the Premises while the Premises are included in Railroad's unit assessment. Any improvements located on the Premises that are owned by Lessee are to be assessed directly to Lessee, and Lessee must pay all taxes attributable to such improvements before such taxes become overdue. In addition to general real estate taxes and assessments attributable to the Premises, Lessee shall also be responsible for all other taxes, license fees and charges which may be assessed during the term of this Lease against the Premises, any improvements thereon or Lessee's occupancy or operations thereon. If Railroad pays any tax, assessment or charge which is Lessee's obligation under the provisions of this Lease, all sums paid by Railroad shall be deemed to be additional rent and recoverable as such, and shall bear interest at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law, whichever is less, from the date paid by Railroad until Railroad is reimbursed by Lessee.

7. IMPROVEMENTS BY LESSEE -- RAILROAD CONSENT REQUIRED.

No improvement shall be installed or constructed on the Premises by or on behalf of Lessee unless Railroad has received a complete set of plans and specifications for such improvement and Railroad's authorized representative has given prior written consent thereof. Railroad's consent to any improvement of the Premises shall not result in an assumption of any responsibility or liability by Railroad arising from the installation or construction of any improvement, which shall be at the sole risk and expense of Lessee. Lessee shall not permit any lien or claim of lien to be filed against Railroad or the Premises with respect to any improvement installed or constructed on the Premises by or on behalf of Lessee. Lessee hereby waives its right to a lien with respect to any such improvement and shall require a waiver of lien against Railroad and the Premises by any party or parties who furnish labor, material or services with respect to an improvement of the Premises, such waiver to be delivered to and received by Railroad before any work is performed on the Premises. **FURTHERMORE, EACH PARTY WHO FURNISHES SUCH LABOR, MATERIAL OR SERVICES MUST AGREE IN WRITING TO BE DELIVERED TO AND RECEIVED BY RAILROAD BEFORE ANY WORK IS PERFORMED ON THE PREMISES (I) TO DEFEND, INDEMNIFY AND HOLD HARMLESS RAILROAD FROM ANY LIABILITY ARISING IN CONNECTION WITH WORK TO BE PERFORMED ON**

THE PREMISES, AND (II) TO INSURE RAILROAD AGAINST ANY SUCH LIABILITY BY A POLICY OF INSURANCE WHICH IS SATISFACTORY TO RAILROAD'S AUTHORIZED REPRESENTATIVE. PRIOR TO COMMENCEMENT OF ANY WORK ON THE PREMISES, LESSEE SHALL DELIVER TO RAILROAD COPIES OF ALL CONTRACTS AND INSURANCE POLICIES RELATIVE TO IMPROVEMENT OF THE PREMISES. LESSEE AND/OR THEIR CONTRACTOR(S) WILL BE REQUIRED TO OBTAIN AND CARRY A RIGHT OF ENTRY AGREEMENT FROM THE MANAGER, PUBLIC WORKS OR AN AUTHORIZED RAILROAD REPRESENTATIVE THEREOF PRIOR TO ACCESSING THE PREMISES.

*Thomas L. Brasseur
Manager, Public Works
24002 Vreeland Road
Flat Rock, Michigan 48134
email: thomas.brasseur@cn.ca*

8. LESSEE'S USE TO COMPLY WITH LEGAL REQUIREMENTS AND SHALL AVOID HAZARDS, NUISANCE, ETC.

(a) Lessee agrees at its sole risk and expense to comply with all obligations imposed on it and on its use of the Premises under the terms of this Lease and any and all applicable laws, rules, regulations and requirements imposed by any governmental authority with jurisdiction over Lessee, Railroad or the Premises, any public ways adjacent to the Premises and/or the business conducted by Lessee on the Premises. Lessee also agrees to comply with current circulars, specifications and standards (as they may be revised from time to time) imposed by the Association of American Railroads or any similar organization with respect to railroad operations on or in the vicinity of the Premises, copies of said circulars, specifications and standards being available for delivery to Lessee by Railroad upon written request.

(b) During the term of this Lease, Lessee shall maintain in good and safe condition and in good order and repair, the Premises and all improvements thereon (except for railroad improvements to be maintained by Railroad or public improvements to be maintained by appropriate public bodies or public utilities), all at Lessee's sole risk and expense. Lessee shall also keep any sidewalks on or abutting the Premises in good order, repair and safe condition, unobstructed and free from snow and ice.

(c) Lessee shall not erect or maintain any building, structure or physical obstruction of any kind adjacent to or over any railroad track at distances less than those prescribed by lawful authority, but in no event shall said distances be less than (i) eight and one-half (8 1/2) feet horizontally from the center line of any track, measured at right angles (said horizontal minimum clearance with respect to curved tracks to be increased by one inch for each degree of curvature); and (ii) twenty-five (25) feet vertically above top of rail (except as to wires, the overhead minimum clearance of which shall be in accordance with specifications of the current National Electrical Safety Code, and in no case less than twenty-seven (27) feet [twenty-five (25) feet in case of wires or cables suspended from messengers] above the top of rails), unless lesser distances are prescribed by lawful authority and approved, in writing by Railroad. However, any written approval by Railroad shall not relieve Lessee from any risk arising from establishment of clearances less than those specifically provided above. Lessee shall be responsible for ascertaining

all clearance requirements imposed by lawful authority and Lessee hereby acknowledges that since Railroad's crews are not able to make precise measurements during normal operations, Railroad's continued operation of a track with clearances less than those prescribed herein shall not be a waiver of the requirements set forth herein.

(d) Lessee shall not interfere with or obstruct drainage ditches or drain pipes on or below the surface of the Premises, nor shall Lessee put or permit any contaminous matter to enter into any drainage ditch or drain pipe on Premises. If it should become necessary to make any change or alteration in any existing drainage ditch, drain pipe or pipes on the surface or below the surface of the Premises by reason of any improvements that Lessee may desire to construct thereon, Lessee shall, at its own risk and expense, make such changes or alterations in a manner satisfactory to the authorized officer of Railroad.

(e) Lessee agrees that at all times during the term of this Lease, Lessee shall exercise due diligence to protect the Premises and all property located thereon and in the vicinity thereof against any danger of fire from any cause whatsoever. Without limiting the generality of the foregoing, Lessee specifically agrees that artificial lighting shall be by electricity only and that flammable or explosive substances shall be adequately protected from hazards of fire and explosion and meet the requirements set forth in the then current edition of the National Electrical Safety Code with respect to Class I Hazardous Locations, the current specifications of the Association of American Railroads, and applicable federal, state and municipal laws, rules and regulations governing handling of flammable or explosive substances.

(f) Lessee shall not cause or permit any Hazardous Material to be treated, stored, generated or disposed of on or in the Premises by Lessee, Lessee's agents, employees, contractors, subcontractors or invitees, or any related persons or entities, without first obtaining Railroad's written consent and in compliance with all applicable laws, ordinances, rules, regulations and requirements of all governmental authorities and the various departments thereof. **DURING THE TERM OF THIS LEASE, IF HAZARDOUS MATERIALS ARE TREATED, STORED, GENERATED, OR DISPOSED OF ON OR IN THE PREMISES EXCEPT AS PERMITTED ABOVE, OR IF HAZARDOUS MATERIALS ARE TREATED, STORED, GENERATED, OR DISPOSED OF ON, IN, OR FROM THE PREMISES IN VIOLATION OF LOCAL, STATE, OR FEDERAL LAW, OR IF THE PREMISES OR SURROUNDING, ADJACENT OR NEARBY PROPERTY BECOMES CONTAMINATED IN ANY MANNER FOR WHICH LESSEE IS LEGALLY LIABLE, LESSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS RAILROAD FROM ANY AND ALL CLAIMS, DAMAGES, FINES, JUDGMENTS, PENALTIES, COSTS, LIABILITIES, OR LOSSES (INCLUDING, WITHOUT LIMITATION, A DECREASE IN VALUE OF THE PREMISES, DAMAGES CAUSED BY LOSS OR RESTRICTION OF RENTABLE OR USABLE SPACE, OR ANY DAMAGES CAUSED BY ADVERSE IMPACT ON MARKETING OF THE SPACE, AND ANY AND ALL SUMS PAID FOR SETTLEMENT OF CLAIMS, ATTORNEYS' FEES, CONSULTANT, AND EXPERT FEES) ARISING DURING OR AFTER THE LEASE TERM. THIS DEFENSE, INDEMNIFICATION AND HOLDING HARMLESS INCLUDES, WITHOUT LIMITATION, ANY AND ALL COSTS INCURRED BECAUSE OF ANY INVESTIGATION OF CONTAMINATION OR VIOLATION OF LOCAL, STATE OR FEDERAL LAW, OR ANY CLEANUP, REMOVAL, OR RESTORATION MANDATED BY A FEDERAL, STATE, OR LOCAL GOVERNMENT OR AGENCY THEREOF.** Without limitation of the foregoing, if Lessee

causes or permits the presence of any Hazardous Material on the Premises that results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous Material on the Premises. Lessee shall first obtain Railroad's approval for any such remedial action. As used herein, "Hazardous Material" means and includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, et seq.), and Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, et seq.), and in the regulations adopted and publications promulgated pursuant thereto, as such laws or regulations now exist or may exist in the future. For purposes of this Lease, "Hazardous Material" shall include petroleum and any fraction thereof.

(g) Lessee shall not permit any activity on the Premises which could reasonably be construed as a nuisance or annoyance to owners or occupants of property in the vicinity of the Premises or which might result in a claim of interference or risk to the health, welfare and/or safety of the community. Lessee shall not dispose of "Solid Waste" on the Premises; as such term is defined in the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.). Lessee shall in no way pollute the Premises or any surrounding property. Railroad shall be the sole and exclusive judge as to whether any activity permitted by Lessee on the Premises violates the requirements of the foregoing provision. Failure by Lessee to immediately abate or discontinue any nuisance or annoyance claimed by Railroad or to immediately remove the cause and affects of any pollution shall be considered a default under the provisions of this Lease.

(h) The parties hereby acknowledge that sale or dispensation of intoxicating liquors on the Premises is prohibited, unless specifically permitted by an amendment to the Lease that is signed by Railroad's authorized officer. Such amendment shall require, among other things, that Lessee furnish dram shop insurance or other appropriate insurance protecting Railroad from the risks incident to such sale or dispensation,

(i) Lessee shall be prohibited from placing or allowing on the Premises any signs other than a reasonable sign advertising Lessee's business being conducted at the Premises or a "For Sale/Lease" sign on any building owned by Lessee and located on the Premises. The size and location of any such permitted sign is subject to Railroad's approval.

9. INDEMNIFICATION. AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LEASE WOULD NOT HAVE BEEN ISSUED AND TO THE EXTENT PERMISSIBLE BY LAW, LESSEE AGREES, REGARDLESS OF ANY NEGLIGENCE OR OTHER LEGAL FAULT BY OR ON THE PART OF RAILROAD OR ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INVITEES, LESSEES AND LICENSEES, AND RELATED PERSONS AND ENTITIES, TO INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (THE "RAILROAD PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION, AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY (INCLUDING ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY RAILROAD OR ANY OF RAILROAD

PARTIES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED OR OTHERWISE):

(a) FOR DEATH OF, OR BODILY INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INVITEES, LESSEES AND LICENSEES OF THE PARTIES HERETO, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO OR IN THE CUSTODY OR CONTROL OF THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INVITEES, LESSEES AND LICENSEES OF THE PARTIES HERETO, IN WHOLE OR IN PART ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE ISSUANCE OR EXERCISE OF THIS LEASE OR THE FAILURE OF LESSEE TO CONFORM TO ALL THE CONDITIONS OF THIS LEASE, WORK PERFORMED BY RAILROAD FOR LESSEE UNDER THE TERMS OF THIS LEASE, THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, OR REMOVAL OF ANY FACILITIES INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED BY OR ON BEHALF OF LESSEE ON OR IN THE VICINITY OF THE AREA COVERED BY THE LEASE, AND

(b) FOR DEATH OF, OR BODILY INJURY TO, THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INVITEES, AND RELATED PERSONS AND ENTITIES OF LESSEE, AND FOR ANY AND ALL LOSS, DAMAGE OR INJURY TO THEIR PROPERTY, AND TO ANY PROPERTY BELONGING TO OR IN THE CARE, CUSTODY AND CONTROL OF LESSEE, IN WHOLE OR IN PART ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO OR RESULTING FROM THE CONDUCT OF ANY RAILROAD OPERATIONS AT OR NEAR THE PREMISES.

It is the intention of the parties hereto that Lessee shall be solely responsible for all such destruction or damage to property or for bodily injury to death of persons which would not have occurred if the Premises had never been leased. The word "Railroad" as used in this Section shall include the assigns of Railroad and any other railroad company that may be operating upon and over any tracks crossing the Premises. At the election of Railroad, Lessee, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

10. INSURANCE. Lessee shall provide and maintain in effect during the term of this Lease commercial general liability insurance (occurrence based), including public liability, property damage, and comprehensive liability covering liability assumed by Lessee under the provisions of Lessee's covenants herein. Such insurance shall have a minimum combined single limit of liability of \$5,000,000, with an aggregate of not less than \$10,000,000. The insurance shall not contain an exclusion for either damage occurring on, near or adjacent to railroad property. Such insurance shall be primary and non-contributory.

Lessee shall provide and maintain in effect during the term of this Lease Environmental Legal Liability Insurance applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense or settlement of claims, or compliance with statute; all in connection with any loss from surface, subsurface pollution contamination or seepage, or handling, treatment, disposal, or dumping of waste materials or substances. Coverage shall be maintained in an amount of not less than \$2,000,000 per pollution incident, with an annual aggregate of not less than \$10,000,000. Such insurance shall be primary and non-contributory.

Lessee shall also keep its personal property, fixtures, and any buildings and improvements constructed or placed on the Premises by Lessee insured with "Causes of Loss – Special Form" (or equivalent) insurance in an amount to cover one hundred percent (100%) of the replacement cost of such property, fixtures, buildings and improvements.

All insurance required hereunder shall be in companies and form acceptable to Railroad and such insurance policies shall be endorsed to name Railroad as an additional insured party and to provide not less than thirty (30) days to Railroad of any cancellation thereof any material change in coverage. Lessee agrees to cause all insurance policies to contain a waiver of subrogation against Railroad, its owners, directors, officers, employees and agents (the "Railroad Parties") and to be so written that the insurers shall have no claim or recourse of any kind whatsoever against Railroad, Railroad Parties, or the Premises. Lessee shall furnish to Railroad complete copies of all such insurance policies with evidence of payment and premiums therefore. The providing of said insurance coverage and Railroad's acceptance thereof shall not be deemed a limitation or modification of the liability or obligations of Lessee as provided in this Lease, but shall be additional security therefore.

11. DEFAULT.

(a) If Railroad does not receive in full any installment of rent by the date such payment is due and such default continues for a period of ten (10) days, or if Lessee shall default in the performance of any other covenants or agreements herein contained and such default continues for a period of ten (10) days after Railroad delivers written notice thereof to Lessee, or if bankruptcy, insolvency, receivership, foreclosure of any similar proceedings affecting Lessee shall be instituted and not dismissed for a period of ten (10) days, or if Lessee abandons the Premises for a period of thirty (30) days, Railroad may, in any such instance, at its election treat such occurrence as a breach of this Lease and have one or more of the following described remedies, in addition to any and all remedies available at law or in equity.

(i) Railroad may terminate this Lease and the term created hereby, in which event Railroad may forthwith repossess the Premises and be entitled to recover as damages a sum of money equal to the value of the rent and additional rent provided to be paid by Lessee for the Premises for the balance of the stated term of the Lease, less the fair rental value of the Premises for said period (and the result thereof shall then be reduced to its present value using a discount rate of 10%), and any other sum of money and damages owed by Lessee to Railroad.

(ii) Railroad may terminate Lessee's right of possession and may repossess the Premises by any lawful means, without further demand or notice of any kind to

Lessee and without terminating this Lease, in which event Railroad shall, to the extent it is required by law to mitigate any damages, relet all or any part of the Premises, for such rent and upon such terms as shall be commercially reasonable and satisfactory to Railroad (including the right to relet the Premises for a term greater or lesser than that remaining under the term of this Lease and the right to relet the Premises as a part of a larger area and the right to change the character or use made of the Premises). For the purpose of such reletting, Railroad is authorized to make any repairs, changes, alterations or additions in or to the Premises that may be necessary or convenient and if Railroad shall fail or refuse to relet the Premises or if the Premises are relet and a sufficient sum shall not be realized from such reletting after paying the costs and expenses of such repairs, changes, alterations and additions and the expenses of such reletting and of the collection of the rent accruing therefrom to satisfy the rent provided for in this Lease to be paid, then Lessee shall pay to Railroad as damages a sum equal to the amount of the rent and additional rent reserved in this Lease for such period or periods, or, if the Premises have been relet, Lessee shall satisfy and pay any such deficiency upon demand therefor from time to time, and Lessee agrees that Railroad may file suit to recover any sums falling due under the terms of this paragraph and any other sums due under this Lease from time to time and that no suit or recovery of any portion due Railroad hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Railroad.

Lessee hereby agrees that to the extent any of the foregoing notice periods provided in this Article 11 and elsewhere in this Lease are greater than the notice periods required under the applicable state statutes, such greater notice periods as are provided for herein shall substitute for any such statutory notice periods, and any notices given pursuant to the terms hereof shall be deemed the notice required by any such statute.

(b) Whenever or however this Lease or Lessee's right to possession is terminated, Railroad shall have the right (without being guilty of any manner of trespass or forcible entry or detainer) either with or without notice or demand, and either with or without process of law, to immediately take possession of Premises and any improvements thereon, and to remove therefrom Lessee and any and all effects that may be then on the Premises, using such force as may be necessary, and to repossess and enjoy the Premises. When the term of this Lease shall be ended for any cause, Lessee covenants and agrees to give up and surrender to Railroad peaceably and immediately the Premises and all improvements thereon without further demand or notice, and in good order, repair and condition, failing which Railroad may restore the Premises and improvements to good order, repair and condition at the sole risk and expense of Lessee. Termination of this Lease shall not affect Railroad's rights with respect to Lessee's obligations for rent or otherwise and shall not prevent Railroad from pursuing such other actions or proceedings, as it may deem advisable.

(c) Lessee agrees that Railroad shall at all times have the right to distrain for rent due, and shall have a first lien upon all building, structures or other personal property of Lessee on the Premises, whether exempt by law or not, as security for the payment of the rent and other amounts to be paid hereunder, and the faithful performance of the covenants herein contained, and in the event of default on the part of Lessee in any respect under this Lease, Railroad shall have the right to take the said property and sell it at public auction, giving such notice as is required by

law and from the proceeds of such sale to pay all rents, expenses or other amounts which may at such time be due, and to pay over to Lessee the surplus moneys arising from such sale.

(d) If Lessee fails to substantially begin compliance with any obligations under the terms of this Lease after receiving ten (10) days written notice from Railroad, Railroad may, at its option, perform such obligations at the sole risk and expense of Lessee. Cost of work performed by Railroad for Lessee's account as referred to in this Lease is hereby defined to be the cost of labor and material furnished by Railroad and rental on equipment used. To the cost of labor there shall be added 10% to cover supervision and accounting. Also added shall be the cost of vacation allowance, paid holiday allowance, health and welfare allowance, Railroad Retirement and/or Social Security taxes, unemployment compensation and premiums on workmen's compensation, property damage and public liability insurance. To the cost of material there shall be added 15% to cover accounting, handling and transportation. In addition, the cost shall include taxes payable by Railroad under any excise, sales or use tax based on the wages of labor, cost of material, or the gross cost of the work, as the case may be. Lessee shall pay bills covering such cost and expense as herein defined within fifteen (15) days after the receipt thereof. Bills not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due, or the maximum rate allowed by law, whichever is less.

(e) In the event that Railroad shall incur any costs or expenses, including attorneys' fees and costs, in enforcing Lessee's covenants and agreements under this Lease, Lessee shall reimburse Railroad for all such costs, expenses and attorneys' fees as additional rent hereunder.

(f) Acceptance of money by Railroad from Lessee after any default by Lessee or after the expiration of the term of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises, shall not waive such default or reinstate, continue or extend the term of this Lease or affect any such notice or suit, as the case may be.

12. TERMINATION OF THIS LEASE/NOTICE OF SUBSTANTIAL CHANGE.

(a) Railroad shall have the right at any time in its sole and absolute discretion to terminate this Lease and recover possession of the Premises by delivery to Lessee of thirty (30) days prior written notice of Railroad's election. Railroad shall also give Lessee thirty (30) days prior written notice before a substantial change occurs which effects Lessee's rights herein. If this Lease is terminated pursuant to this Section without any default by Lessee, Lessee shall be entitled to refund of the balance of the security deposit, if any, and unearned prepaid rental, which is not required to satisfy Lessee's obligations.

(b) Upon termination of this Lease by expiration of the term, election of Railroad, or pursuant to any provision of this Lease, Lessee shall remove all buildings, structures, foundations, footings, materials, signs, debris or other articles or facilities owned or used by Lessee, above or below the surface of the premises by Lessee, or by any person, firm or corporation or former Lessee through which the Lessee does or did at any time obtain a clear position of the premises whether by assignment or otherwise. Lessee agrees to restore the premises to a condition satisfactory to the Railroad. Lessee shall be responsible to leave the Premises in a neat, safe and clean condition and if Lessee fails to do so, Railroad shall have the right to perform necessary

work at the sole risk and expense of Lessee. Termination date of said Lease will not be in effect until all buildings and structures, if any, are removed from the Premises and all rental payments and any and all costs incurred by the Railroad, if any, are paid by Lessee.

(c) Railroad shall have the right, but not the duty, to require Lessee to remove from the Premises any improvement which is installed or constructed on the Premises by Lessee, said removal to be performed at Lessee's sole risk and expense, and if Lessee fails to so perform Railroad shall have the right to perform necessary work to remove said improvement and to restore the Premises, all at the sole risk and expense of Lessee.

(d) No termination of this Lease shall release either party hereto from any liability or obligation that has accrued prior to said termination.

13. SUCCESSORS AND ASSIGNS -- NO ASSIGNMENT PERMITTED WITHOUT RAILROAD CONSENT.

(a) Lessee shall not have the right to assign this Lease or to sublet the Premises or any part thereof, without the prior written consent of Railroad, which may be withheld for any reason or no reason. Lessee shall not allow or permit any transfer of this Lease or any interest hereunder by operation or law and shall not convey, mortgage, pledge or encumber this Lease or the Premises. Any attempted assignment, sublease or transfer of this Lease shall be void if not made pursuant to Railroad's prior written consent.

(b) This Lease and all covenants, agreements, terms and conditions contained herein shall be binding upon and inure to the benefit of the successors, assigns and transferees of Railroad and the permitted successors, assigns and transferees of Lessee.

14. MISCELLANEOUS.

(a) If the whole or any part of the Premises shall be taken or condemned by any competent authority for any purpose, or is sold by Railroad under the threat of condemnation, the term of this Lease shall end upon and not before the date when possession of the part so taken shall be required for such use or purpose and without apportionment of the award. Current rent shall be apportioned as of the date of such termination and Lessee shall have no right to share in the condemnation award or sales proceeds.

(b) Railroad shall have the right at any time, but not the obligation, to inspect Premises to assure itself that there has been compliance with the terms of this Lease, but the exercise by Railroad of such right, or the failure to exercise the same, shall not relieve Lessee of any obligation imposed upon Lessee under the terms of this Lease. Railroad shall have the right, during the period of ninety (90) days prior to the expiration or other termination of the term hereof, to post on the Premises notices of "For Rent" or "For Sale" and to show the Premises to prospective tenants or purchasers.

(c) This Lease is made subject to the approval of any governmental authority having jurisdiction thereover.

- (d) The invalidity or unenforceability of any provision of the Lease shall not affect or impair any other provision.
- (e) It is expressly agreed by and between the parties hereto that the agreements, terms and covenants contained in this Lease are the entire agreement entered into between the parties affecting the lease of the Premises.
- (f) Failure or delay of Railroad to require full compliance with any one or more of the terms of this Lease shall not be held as a waiver of a right to subsequently insist upon such compliance or terminate this Lease, or to terminate this Lease for any subsequent breach which may occur, or to enforce any other provision of this Lease.
- (g) Railroad and Lessee voluntarily, intentionally and irrevocably waive the right to a trial by jury with respect to any legal proceeding based hereon or arising out of, under or in connection with this Lease.
- (h) The captions of the various Sections of this Lease are for convenience only and are not to be considered in the interpretation hereof.
- (i) This Lease shall be governed by the laws of the State in which the Premises are located, without regard to choice of law principles.
- (j) Lessee agrees, at Lessee's sole cost and expense, to keep the Premises in a neat and orderly condition during the term of this Lease.
- (k) Lessee agrees, at Lessee's sole cost and expense, to install a fence or barricade on the trackside boundary of the Premises. Fence or barricade will be owned and maintained by Lessee. At the end of the useful life of the fence or barricade or the termination of this Lease, whichever occurs first, Lessee will be responsible for removing the fence or barricade.
- (l) Lessee agrees, at Lessee's sole cost and expense, during the lease period to maintain all roads and to repair/maintain all fencing during the term of this Lease.
- (m) Proper PPE (hard hat, safety vest, safety glasses and safety shoes) must be worn by all employees at all times while on the Premises.
- (n) Lessee will not allow snow removal or debris to be placed on adjacent Railroad property.
- (o) Lessee will not negatively impact drainage from Railroad property.
- (p) Lessee will not impair or damage track structure.
- (q) Railroad to inspect the condition of the property prior to lease termination to ensure the Premises are in equal or better condition than the condition at the start of the Lease term.

15. NOTICES. All notices to be given to Lessee shall be considered as having been properly given upon mailing such notice by certified U. S. mail, postage prepaid, addressed to

Lessee at its billing and mailing address set forth above. For the purposes of effectuating termination of the Lease, notice may be served upon Lessee by (a) personally delivering notice of termination to Lessee; (b) by personally delivering notice to any of Lessee's employees on the Premises; (c) by posting said notice of termination on the Premises; or (d) by mail as above provided. Utilization of any one or more of such methods for giving notice of termination of this Lease shall be considered to be proper notice to Lessee.

All notices to Railroad shall be addressed to the Senior Manager, Real Estate, at the address stated above or to such other address as may be designated by written notice given by Railroad's authorized representative, by U. S. certified mail, return receipt requested and shall be considered as having been properly given when actually received by Railroad.

16. LIMITATION OF LIABILITY. If the Premises are sold or transferred, voluntarily or involuntarily, Railroad's Lease obligations and liabilities accruing after the transfer shall be the sole responsibility of the new owner. If Railroad, its agents, employees, officers, directors or owners are ordered to pay Lessee a judgment because of Railroad's default, then Lessee's sole remedy to satisfy the judgment shall be Railroad's interest in the Premises.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate originals as of the day and year first above written.

RAILROAD:

GRAND TRUNK WESTERN RAILROAD COMPANY
17641 S. Ashland Avenue
Homewood, Illinois 60430

By: _____
James V. Fountain
Senior Manager, Real Estate

LESSEE:

By: _____

Print Name: _____

Print Title: _____

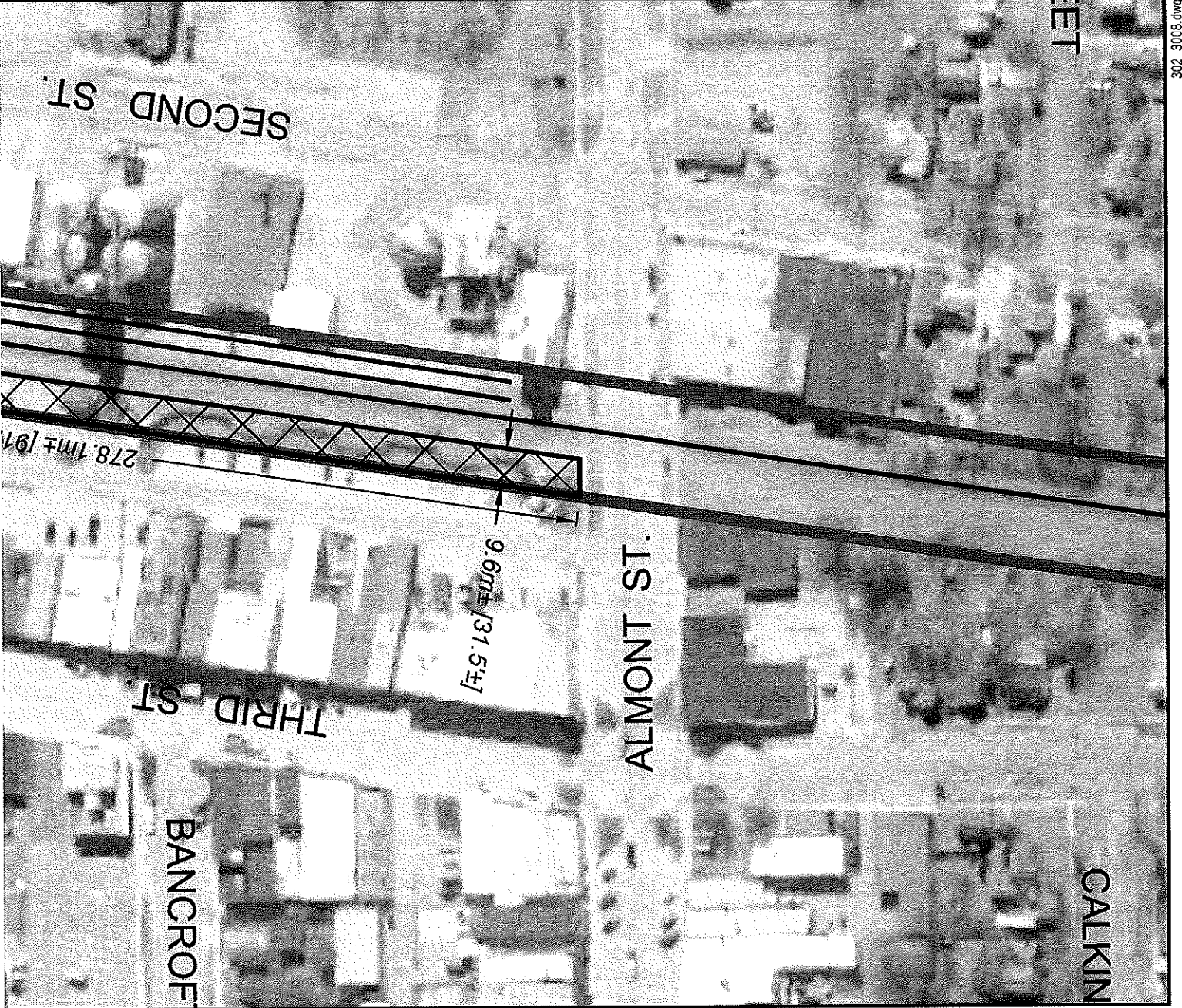
THIS IS NOT A PLAN OF SURVEY / CECI N'EST PAS UN PLAN D'APPRENTI

Inlay
State of Michigan
United States of America

DESCRIPTION: PART OF 2010/MIPR/100596 (0.66 Acs. ±)

Subject Lands/Terrain Sujet

LEASE SKETCH





GO ANYWHERE®
Web Client

Mail

From NFMebilling@cn.ca
Sent On 2023-05-30 21:00:44.688
Subject CN Invoicing 11493-9500250923 (Real Estate)
Message Customer Name: CITY OF IMLAY
 Customer Number: 11493
 Invoice Number: 9500250923
 Invoice Date: 2023-05-30
 Invoice Type: Real Estate
 Contract Number: 3003455
 Invoice Amount: \$800.00
 Due date: 2023-06-29

The link to the attachment will expire on 2023-08-28. Please retrieve the file and save it to your local system.

If you have any questions regarding your set up or the content of this email please contact your Accounts Receivable Representative: Simon.Charlebois-Boyer@cn.ca

Attachments (click on the file name to download)

File	Size	Remaining
9500250923-20230530-203143.pdf	14.94 KB	50

8		FLINT SUBDIVISION			CN			
TRACK CHART & SIDINGS		SIDING LENGTH	SIDING SWITCH LOCATIONS	STATION SIGN	STATIONS	METHOD OF OPERATION	DEFECT DETECTORS	RADIO CHANNELS CALL IN'S
MAIN 1	MAIN 4			332.1	TAPPAN	CTC	326.0	(74 74) RTC 7-0 TONE 2 Diesel Doctor 6-0-9
				329.0	WEST TAPPAN			
MAIN 2	CSX MT. CLEMENS SUB	14,250	319.2 316.3	317.9	EMMETT		308.3	
	MAIN 3	11,780	304.5 302.2	302.2	IMLAY CITY			
		10,630	289.2 287.0	290.0	LAPEER		283.0	(74 74) RTC 7-8 or TONE 2 Diesel Doctor 6-0-8
MAIN 1	MAIN 2			276.7	EAST FLINT			
				273.9	BELSAY			
CSX				271.8	KEARSLEY			
MAIN	FLINT SERVICE			270.0	FLINT			
				263.8	WEST FLINT		257.1	
				255.4	EAST DURAND			
HESR	HOLLY SUB			253.3	DURAND			(74 74) RTC 7-6 or TONE 2 Diesel Doctor 6-0-7
MAIN 1	MAIN 2			250.6	VERNON			
				248.7	BANCROFT			
		27,984	241.2 235.7	235.7	SHAFTSBURG		232.0	
MAIN 1	MAIN 2			227.5	OKEMOS			
				223.5	TROWBRIDGE			(74 74) RTC 7-4 or TONE 2 Diesel Doctor 6-0-6
CSX NS				221.5	CEDAR			
LANSING SERVICE	MAIN			217.6	HOPE			
				215.0	MILL			
MAIN 1	MAIN 2			212.8	CORY YARD		206.3	(74 74) RTC 7-2 or TONE 2 Diesel Doctor 6-0-5
				208.3	POTTERVILLE			
				202.4	CHARLOTTE			
				197.0	WALTON			
MAIN 1	MAIN 2			191.7	LACEY			End to End 32 32
				181.2	McALLISTER			
				178.6	EMMETT ST.			

T.T.#4



SIDING SPEEDS	Passenger	Freight
	MPH	MPH
Emmett .....	.30	30
Imlay City .....	.30	30
Lapeer .....	.30	30
Shaftsburg .....	.65	60

OPERATING CHARACTERISTICS

DOB LIMITS -

Detroit Terminal DOB Flint Sub between MP 332.4 and MP 329
 Mount Clemens Sub between MP 14 and MP 4.6
 Holly Sub between MP 4.1 and MP 40
 Shore Line Sub between MP 54.8 and MP 31.2
 Flat Rock Sub between MP 2.8 and MP 39.8
 Dearborn Sub between MP 13.6 and MP 0.1
 Flint Terminal DOB Flint Sub between MP 290 and MP 250
 Holly Sub between MP 60 and MP 67
 Battle Creek Terminal DOB Flint Sub between MP 189.5 and MP 178.6
 South Bend Sub between MP 178.6 and MP 160.1

SIGNAL RULES - In effect

Rules 817-832

CTC - In effect between

Controlled by

Port Huron and Tappan DI Toronto
 Tappan and Emmett St. TD3 Troy

Rule 901 - Main Track switches in CTC not equipped with electric locks where trains must not clear the Main Track:

Capac MP 309.2
 Pete Siding Stub Track MP 305.9
 Imlay City - Lapeer Grain MP 302.1
 Imlay City - Vlassics MP 301.5
 Davison Stub Track MP 278.9
 Belsay - Stone Dock MP 275.7 Main 2
 Belsay - Star of the West MP 275.5 and MP 275.2 Main 2
 East Flint - 84 Lumber MP 275.1 Main 2
 Kearsley - Mid-Michigan Truss Co. MP 272.4 Main 2
 West Flint - O'Sullivan MP 265.6 Main 1
 Durand - East Storage MP 252.9 Main 2
 Morrice - Elevator Track MP 242.1
 Shaftsburg MP 235.6
 Potterville - Alro Steel MP 209.5
 Potterville - Citizens Grain MP 208.9
 Bellevue - Storage Track MP 190.4 Main 2

RAILROAD CROSSINGS AT GRADE

Controlled by

Kearsley CSX Crossing TD-3*
 CSX Dispatcher Channel (84 84) Tone 4 or (800) 435-2219
 Durand Holly Subdivision Crossing TD-3
 Trowbridge CSX Crossing TD-3*
 CSX Dispatcher Channel (14 14) Tone 6 or (800) 220-4259
 Cedar NS Crossing TD-3

*Unless relieved by the RTC, when signal displays STOP indication and no conflicting movement is evident, be governed as follows:



Durand - HESR at Durand has established a Remote Control Zone (RCZ) for the operation of Remote Control Locomotives. Remote Control Zone begins at the main track switch to the Vernon Lead (HESR MP 69.28) and continues to and includes the switch to the Durand Yard North Yard Lead, and through the West Yard crossover to the Extension Track to and including the switch to the West Yard Lead.

When signs display "RCZ-ACTIVE" (reflective yellow with black lettering), the Remote Control Zone is active and trains and engines must not enter or move within the RCZ without receiving verbal permission from the Remote Control Operator Foreman. This information must be repeated and acknowledged.

When these signs display a plain green reflective panel, the RCZ is inactive, and the RCZ restrictions do not apply.

Lansing Yard - MP 216.8 - The use of hand brakes to secure unattended cars, as outlined in Rule 602, is not required in yard tracks at Lansing yard. This exception does not apply to the Millett pass at Lansing.

Mill - Erickson Plant (MP 214.9) - Engine must not be operated on trackage 300 feet north of the plant road crossing, which is located at the north end of the plant yard.

Battle Creek Yard - Westward Trains must contact Battle Creek Yardmaster before passing MP 182.5 (Pine Lake Road)

LOCATIONS NOT SHOWN AS STATIONS

<i>NAME</i>	<i>LOCATION</i>	<i>LENGTH</i>	<i>CONNECTION</i>
Capac .....	.309.2 .....	.1280 .....	.West
Peat .....	.305.9 .....	.825 .....	.West
Davison .....	.278.8 .....	.300 .....	.West
Morrice .....	.242.1 .....	.958 .....	.East
Bellevue .....	.190.4 .....	.4540 .....	.East

2649 - 4643

FEG 1510-1
April 1, 1942

Privilege to install, maintain and use a 6" water main in a 10" casing--Blacks Corners

\$1.00 a year--Pay every 5 years
9-17-68 4-1-66 to 3-31-71 5.00 check # 12757
5-29-71 4-1-71 to 3-31-76 5.00 Check # 285

FEG 1510-1 - 4699
October 15, 1928

Privilege to maintain driveway between Fourth and Fifth Street

\$1.00 year Pay every 5 years
2-28-69 #13067 10-15-66 to 3-31-71 5.00
6246 10-14-76 - 10-19-71 5.00 check # 576

9576
August 16, 1948
8" Storm Sewer

5911
Check # 13352 8-16-69 - 8-15-70 \$10.00
#14061 8-16-70 - 8-15-71 \$10.00

Fourth Street to Belle River \$10.00 per annum

Check #9870 8-16-1964 to 8-15-1965
Check #10457 8-16-1965 to 8-15-1966
8-15-66 8-16-1966 to 8-15-1967
8-15-67 8-16-1967 to 8-15-1968 - C 294
L-93-41 8-16-1968 to 8-15-1969

5394
January 3, 1938
A driveway between Almont Avenue and Main Street

Check #9729 1-1-1962 to 12-31-1966 \$5.00
Check #13279 1-1-67 to 12-31-72 5.00

L-93-55
April 16, 1958

Enlarged Parking lot 10,582 square feet

Check #9541 4-16-1958 to 4-15-1963 \$50.00
2-28-69 check #13067 4-16-1963 to 12-31-68 to 12-31-1973 - 60.00

L-92-63
January 28, 1965

Install, maintain and use a water line and a sewer line
Water Line 30'-20" steel pipe 1/4" wall casing-main 4" cast iron
(Class 150) pipe 11' below base of rail.

Sewer Line 30'-20" steel pipe 1/4" wall casing-main 10" cast iron
(Class 150) pipe 12' below base of rail
Check #10199 2-28-1965 every 10 years \$25.00



AGENDA ITEM NB 10b: Public Improvement Purchases

DATE: June 12, 2023

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: Additional/replacement trash receptable are needed in the CBD. Director Malzahn also noted that there are no pet waste systems, bike racks or wayfinding kiosks in the downtown area. Investing in improvements like these will demonstrate the DDA's commitment to beautification efforts.

Items Attached: Product Spec Sheets
Pricing Spread Sheet

Action Needed: Pass the motion(s) as recommended or amended per board discussion.

Recommended Motion: Motion to approve the public improvement purchases as discussed.

Trash Receptacle

Keystone Ridge	\$1,175.00	38 Gallon - black steel
Barco	\$1,228.85	32 Gallon - black steel w/ rain bonnet
Tree Tops	\$1,175.00	32 Gallon - black steel w/ rain bonnet

Alternate Styles	Barco - Ravinia	\$817.70	32 Gallon - Recycled Plastic w/ rain bonnet lid
	Barco - Hannah	\$998.85	30 Gallon - Powder Coated Steel

Trash Receptable needed NW Corner of Third and Almont
NW Corner of Fourth and Almont
Pocket Park by Botanas
Farmers Market

replacement needed by King and King

Pet Waste System

Barco	\$388.85	Roll Bag Dispenser, bags, inground post
	\$148.85	2- Roll Bag Dispenser
	\$61.00	18X18 Steel Sign - Please clean up

Sign Kiosk

Barco	\$3,348.85	3-sided locking enclosure post mounted
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Bike Rack

custom designs	TBD	Corner of Fourth and Almont - either side Corner of Third and Main - Farmers Market
----------------	-----	--

Benches

Move 3 benches from Nacho Area
Third & Bancroft
NW Corner Third & Almont near Joy's Nail
NW Corner Third & Main

Barco's All Steel Receptacles with Side Access Door

Commercial Quality Construction with Pull-Out Liner

- Keep your entry attractive and litter-free!
- Durable powder-coated steel construction
- Generous 30- or 38-gallon capacity steel receptacle with metal liner
- Ships knocked down for savings on shipping



Liners Include Handles for Easy Removal

AS
5
/EA



SALE ~~\$739.00~~
\$658.85 /EA

08AM1589



SALE ~~\$539.00~~
\$458.85 /EA

08AM1588

MODEL #	DESCRIPTION	DIMENSIONS	WEIGHT	PRICE	SALE PRICE
08AM1588	30-Gal., Rain Bonnet Lid & Liner	22" sq. x 35" h	53 lbs.	\$539.00 ea.	\$458.85 ea.
08AM1589	38-Gal., Rain Bonnet Lid & Liner	23" sq. x 39.5" h	62 lbs.	\$739.00 ea.	\$658.85 ea.
				+ shipping	+ shipping

Hannah Receptacle with Side Access Door

Architectural Styled Receptacle

- Heavy-duty steel slat construction with weather-resistant powder-coating
- 30-gallon receptacle features side door access for convenient trash removal
- Ships fully assembled with built-in rain bonnet and pull-out liner
- Available in textured Pewter finish



Easy Access Liner

liner



SALE ~~\$1,119.00~~
\$998.85 /EA

08AM2104

MODEL #	DESCRIPTION	DIMENSIONS	WEIGHT	PRICE	SALE
08AM2104	30-Gal., Side Access Door & Liner	26" l x 21" w x 38" h	123 lbs.	\$1,119.00 ea.	\$998.85 ea.
				+ shipping	+ shipping

See Hannah matching benches on pg. 134.

50
YEAR
GUARANTEE
AGAINST BREAKAGE



SALE ~~\$919.00~~
\$818.85 /EA

KTR2950 (27-Gal.)

Matching
Benches
on Pg. 155

Chelsea Receptacles

Ultra-Chic Waste Receptacles Enhance Any Outdoor Setting

- Silver powder-coated 6-gauge heavy steel panels and premium woodgrain recycled plastic
- 27-gallon rectangular and 33-gallon square shapes
- Low-maintenance Wood Grain Naturals lumber in three popular colors
- Includes rain-bonnet lid and plastic liner
- Recycled plastic lumber guaranteed for 50 years against breakage (1-year limited warranty on other components)
- Pre-drilled surface mount tabs for recommended installation



SALE ~~\$1,009.00~~
\$968.85 /EA

KTR2940 (33-Gal.)



MODEL #	DESCRIPTION	DIMENSIONS	WEIGHT	PRICE	SALE PRICE
KTR2950	27-Gal. Rectangular, Rain Bonnet Lid & Liner	24.75" l x 15.25" w x 38" h	160 lbs.	\$919.00 ea.	\$818.85 ea.
KTR2940	33-Gal. Square, Rain Bonnet Lid & Liner	19" l x 17.25" w x 38" h	139 lbs.	\$1,009.00 ea.	\$968.85 ea.

+ shipping

50
YEAR
GUARANTEE
AGAINST BREAKAGE

AS LOW AS
\$648.85 /EA

KTR2200 (Shown with optional KTR2080)



KTR2200



Ravinia Receptacle

Popular Flare Style Seen Nationwide

- Maintenance-free and corrosion-resistant recycled plastic
- 32-gallon capacity
- Flat lid and liner included
- Stainless steel hardware with aluminum rivets
- No assembly required



SALE ~~\$139.00~~
\$118.85 /EA

KTR2080

Optional Black Rain Bonnet Lid



MODEL #	DESCRIPTION	DIMENSIONS	WEIGHT	PRICE	SALE PRICE	6+
KTR2200	32-Gal., Flat Lid & Liner	29" dia. x 36" h	48 lbs.	\$779.00 ea.	\$698.85 ea.	\$648.85 ea.
KTR2080	Black Rain Bonnet Lid	18" top dia. x 9" h	5 lbs.	\$139.00 ea.	\$118.85 ea.	—

+ shipping

ROI
Wo
Our F
Natu

- Prer
- Cho
- dom
- Rigi



Eco-Friendly

Sto
40%

- 35-
- Nat
- Bui
- Bui
- Op



Accessib

Recep



MODE
RECI
DE-7
DE-R
REPL
DE-L
DE-T
DE-T

NOTE



AS LOW AS
\$1,118⁸⁵ /EA
08CL1425

Cassidy™ Receptacles

The Perfect Match for Your Cassidy™ Benches

- Attractive single and double 32-gallon receptacles
- Solid steel construction with 1-3/16" w x 3/16" thick slats
- Durable weather-resistant powder-coated finish (1-year warranty on powder-coated finish)
- Pre-drilled for easy surface mounting
- Includes rigid plastic liners with choice of rain bonnets or flat lids
- Assembly hardware and security cable included



Quick Ship

Easy Assembly

Accessible



AS LOW AS
\$1,098⁸⁵ /EA
08CL1420



**Rigid Plastic
32-Gallon Liner**



**Steel Rain
Bonnet Lid**



Steel Flat Lid



MODEL #	DESCRIPTION	DIMENSIONS	WEIGHT	PRICE	SALE PRICE	6+
08CL1420	32-Gal., Flat Lid & Liner	27" dia. x 31" h	108 lbs.	\$1,339.00 ea.	\$1,198.85 ea.	\$1,098.85 ea.
08CL1425	32-Gal., Rain Bonnet Lid & Liner	27" dia. x 39.5" h	112 lbs.	\$1,379.00 ea.	\$1,228.85 ea.	\$1,118.85 ea.
				+ shipping	+ shipping	+ shipping

See matching Cassidy™ benches on pgs. 132-133 and picnic table on pg. 189.

Roll-Bag Pet Waste System

Provide Pet Owners with Everything They Need to Keep Grounds Clean

- Commercial quality great for high-traffic, pet-friendly areas
- Allows simultaneous dispensing from two openings
- 2-roll bag, locking dispenser constructed from rustproof aluminum
- 15-gallon steel waste receptacle with lid
- Eye-catching, 12" x 18" pre-drilled pet control steel sign
- Steel U-channel post and hardware included



Quick Ship

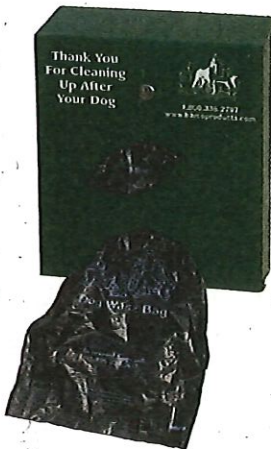


Accessible

2 Roll-Bag Dispenser

SALE ~~\$174.00~~
\$148.85 /EA

03CB1605
Holds Up to 400 Bags



Roll Bags

03CB1610
(Sold Separately)



BEST SELLER
★★★★★

Pet Control Steel Sign

Steel U-Channel Post

15-Gallon Steel Waste Receptacle with Lid

SALE ~~\$659.00~~
\$590.85 /EA

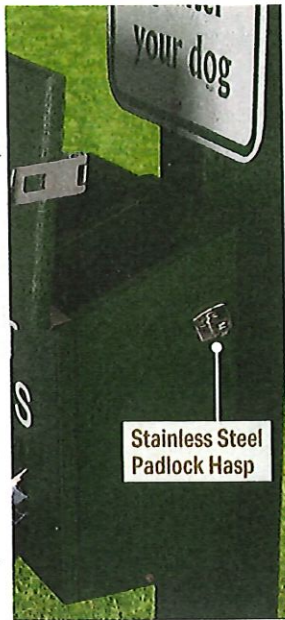
03CB1608

MODEL #	DESCRIPTION	DIMENSIONS	WEIGHT	PRICE	SALE PRICE	6+
03CB1608	2 Roll-Bag Dispenser, Waste Receptacle, 8' Post & Sign	9.5" w x 15" d x 78" h	40 lbs.	\$659.00 ea.	\$590.85 ea.	—
03CB1605	2 Roll-Bag Dispenser	9.5" w x 3.5" d x 11" h	4 lbs.	\$174.00 ea.	\$148.85 ea.	—
03CB1610	10-Roll Case of Pet Waste Roll Bags (2,000 Roll Bags)		14 lbs.	\$71.00 cs.	\$60.85 cs. (3¢/bag)	\$49.85 cs. (2¢/bag)
03CB1614	4-Roll Case of 15-Gal. Trash Bags (50 Bags/Roll)		20 lbs.	\$67.00 cs.	\$56.85 cs. (28¢/bag)	\$47.85 cs. (24¢/bag)

+ shipping + shipping + shipping

See more trash receptacles on pgs. 100-127.





BEST SELLER
★★★★★

50
YEAR
GUARANTEE
AGAINST BREAKAGE



Wall- or Post-Mountable
Dispenser Includes
Mounting Bracket for
Easy Installation



SALE \$889.00
\$798.85/EA
KPW1225

Standard Recycled Plastic Roll-Bag Pet Waste Stations

Make it Easy for Pet Owners to Keep Grounds Clean

- Dual roll-bag dispenser with hinged lid and stainless steel padlock hasp (lock/key not included)
- 400 **FREE** roll-bags included, additional bags sold below
- 5- or 10-gallon round waste receptacle with hinged lid and liner
- Attention-getting, 12" x 18" pet control sign available
- 4 x 4 inground mount post
- Available in different combinations to fit your needs and budget



 See Additional Sizes and Options @ BarcoProducts.com



MODEL #	DESCRIPTION	DIMENSIONS	WEIGHT	PRICE	SALE PRICE
KPW1215	Roll-Bag Dispenser, Roll Bags, 5-Gal. Waste Receptacle, Inground 96" Post & Sign	16.25" w x 20" d x 96" h	70 lbs.	\$829.00 ea.	\$738.85 ea.
KPW1225	Roll-Bag Dispenser, Roll Bags, 10-Gal. Waste Receptacle, Inground 96" Post & Sign	18.75" w x 23" d x 96" h	74 lbs.	\$889.00 ea.	\$798.85 ea.
KPW1015	Roll-Bag Dispenser, Roll Bags, 5-Gal. Waste Receptacle, Surface Mount 69" Post	16.25" w x 20" d x 69" h	57 lbs.	\$699.00 ea.	\$628.85 ea.
KPW1010	Roll-Bag Dispenser, Roll Bags & Inground 69" Post	12.5" w x 12" d x 69" h	39 lbs.	\$455.00 ea.	\$388.85 ea.
KPW1005	Roll-Bag Dispenser & Roll Bags	12.5" w x 7.5" d x 12.75" h	14 lbs.	\$279.00 ea.	\$238.85 ea.

+ shipping + shipping

MODEL #	DESCRIPTION	WEIGHT	PRICE	SALE PRICE	6+
03CB1610	10-Roll Case of Pet Waste Roll Bags (2,000 Roll Bags)	14 lbs.	\$71.00 cs.	\$60.85 cs. (3¢/bag)	\$49.85 cs. (2¢/bag)
03CB1614	4-Roll Case of 15-Gal. Trash Bags (50 Bags/Roll)	20 lbs.	\$67.00 cs.	\$56.85 cs. (28¢/bag)	\$47.85 cs. (24¢/bag)

+ shipping + shipping



AS LOW AS
\$3,348⁸⁵
/EA

KMC3220



AS LOW AS
\$658⁸⁵
/EA

KMC2010

Display Your Message in Any Environment



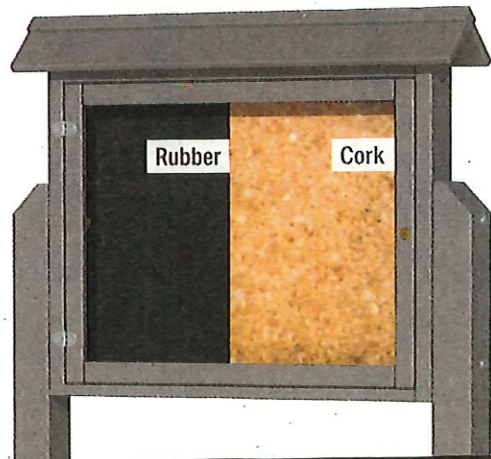
AS LOW AS
\$1,278⁸⁵
/EA

KMC2185

Rubber Tackboard or Cork, What's the Difference?

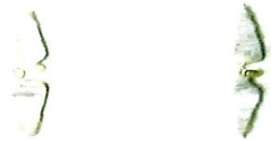
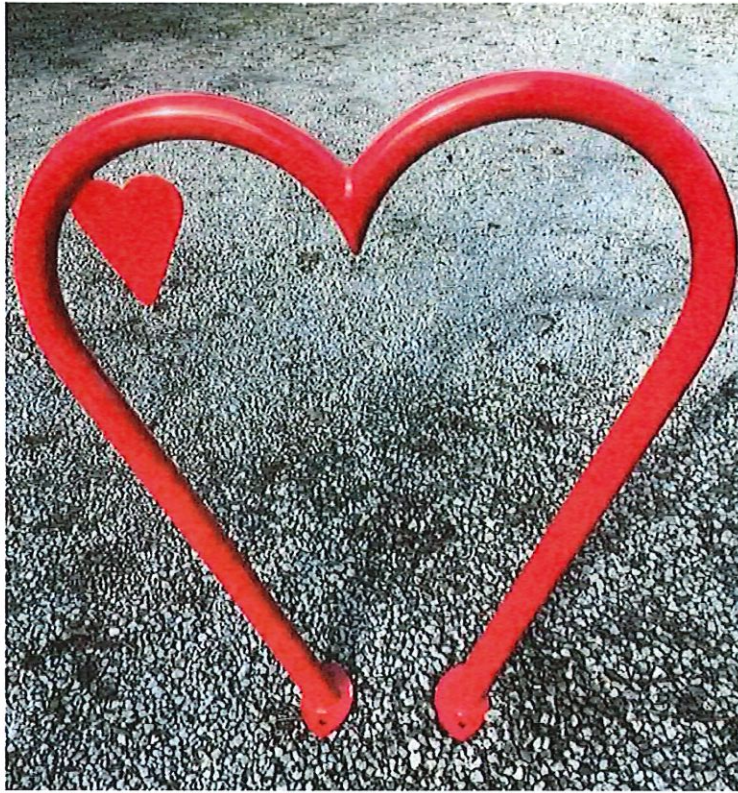
Recycled Rubber Benefits

- Rugged, lasting performance
- Textured surface doesn't show pinholes and it is washable
- Weather, fade and damage resistant
- Messages pop off its dark surface
- Better for extreme weather areas and high usage

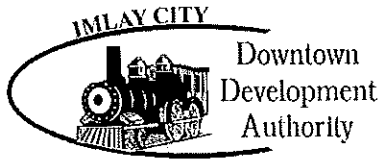


Standard Cork Benefits

- Cork is a great choice for outdoor and indoor information posting
- Cork is naturally water repellant, it holds up well in most weather environments
- Its flexible cell membranes are compressible and elastic, filling in any pin or tack holes
- Better for moderate weather conditions and low usage







AGENDA ITEM NB 10c: 150 Bancroft POP Lease

DATE: June 12, 2023

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: The property lease between the DDA and Marla Beal d/b/a Hannan House is set to expire on July 30, 2023. The DDA has been assisting the tenant in securing a new permanent location within Imlay City without success to date. Marla is requesting a new month-to-month lease contract with a negotiated monthly rent fee.

Items Attached: Draft of current property lease contract

Action Needed: Pass the motion(s) as recommended or amended per board discussion.

Recommended Motion: Motion to authorize DDA Director Malzahn to negotiate and execute a new contract with the current tenant with a monthly rent amount of \$_____.

150 Bancroft

PROPERTY LEASE

THIS LEASE AGREEMENT made and entered into this ____ day of December, 2022, between the Imlay City Downtown Development Authority (DDA), of 150 North Main Street, Imlay City, MI 48444, hereinafter referred to as "Landlord", and Marla Beal d/b/a Hannan House Bridal & Boutique, Ltd., hereinafter referred to as "Tenant".

WITNESSETH:

That in consideration of the rents, covenants and conditions herein set forth, Landlord and Tenant do herewith covenant, promise and agree as follows:

1. LEASED PREMISES.

Parcel 1: Part of Lots 4,5 and 6, Block 21, "Palmer's Original Plat of Village of Imlay City (now City of Imlay City), as recorded in Liber 9 of Plats, Page 258, Lapeer County Records, described as beginning at the Southwest corner of said Lot 6; thence along the East line of Bancroft Street, North 103.00 feet; thence North 89 degrees 50 minutes 44 seconds East 77.00 feet; thence South 47.00 feet; thence North 89 degrees 50 minutes 44 seconds East 63.00 feet to a point on the East line of said Lot 5; thence along said East line and its extension thereof, South 47.00 feet; thence South 89 degrees 50 minutes 44 seconds West 70.50 feet; thence South 9.00 feet to a point on the South line of said Lot 6; thence along said South line, South 89 degrees 50 minutes 40 seconds West 69.50 feet to the point of beginning.

Parcel 2: The North 44 feet of the East 63 feet of Lot 5 and the South 3 feet of the East 63 feet of Lot 4, Block 21, Palmer's Original Plat of Imlay City, Michigan, according to the plat thereof as recorded in Liber 9 of Deeds, Page 258, Lapeer County Records.

(Commonly known as 150 Bancroft Street, Imlay City, Michigan 48444)

- 2. TERM OF LEASE.** The lease shall begin on December 28, 2022 and shall continue for seven (7) months ending on July 30, 2023. Tenant must provide a 30-day written notice to the Landlord prior to ending the lease. The Landlord shall provide a 30-day written notice to the tenant prior to terminating the lease. **This Lease is non-renewable.**

3. **MONTHLY RENT.** As this space is being offered as an incubator property, no rents are due and payable during the Lease Term.
4. **UTILITIES.** Tenant agrees to put DTE and Consumer Energy in their name. Also, Tenant will be responsible for City of Imlay City Water and Sewer bills (which will remain in the name of Landlord). When invoiced, checks shall be made payable to:

Imlay City Downtown Development Authority
150 North Main Street
Imlay City, MI 48444

A late fee of \$25.00 shall be assessed if payment for utilities is not received by Landlord within 21 days of delivery (email, US mail or hand delivered).

5. **SECURITY DEPOSIT.** The Tenant has deposited with the Landlord the sum of Two Hundred Fifty Dollars (\$250.00) as security for the full and faithful performance by the Tenant of all the terms of this lease required to be performed by the Tenant. Such sum shall be returned to the Tenant after the expiration of this lease, provided the Tenant has fully and faithfully carried out all its terms.
6. **USES.** The demised premises shall be used and occupied as a bridal salon to offer wedding and special occasion apparel to the public.
7. **REMEDIES & DEFAULT.** If Tenant does any of the following:
 - a. Defaults in paying any sums to Landlord when due, and does not cure the default within ten (10) days;
 - b. Defaults in performing any other covenant or condition of the Lease and does not cure the other default within 30 days after written notice from Landlord specifying the default; or
 - c. Is adjudicated as bankrupt or makes any assignment for the benefit of creditors;

Then Landlord may:

- a. Terminate this Lease; or
- b. Without terminating this Lease, reenter the Premises and dispossess Tenant or any other occupant of the Premises, remove Tenant's effects, and relet the Premises for the account of Tenant for rent and upon terms that are satisfactory to Landlord, crediting the proceeds, after deducting the cost and expense of reentry, alterations, additions, and reletting, to any unpaid amounts due under this Lease during the remainder of the term, and Tenant shall remain liable to Landlord for the balance owed.

If suit is brought to recover possession of the Premises, to recover any amount due under the provisions of this Lease, or because of the breach of any other covenant to be performed by Tenant, and a breach is established, then Tenant shall pay to Landlord all expenses incurred in the action, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

8. **COMPLIANCE WITH LAWS.** Tenant shall keep the premises in accordance with all police, sanitary and other regulations imposed by any government authority, and observe all reasonable regulations and requirements of underwriters concerning the use and condition of the premises tending to reduce fire hazards and insurance rates and not permit nor allow any rubbish, waste material or products to accumulate on the premises. There shall be no outside storage of motor vehicles or parts of motor vehicles.
9. **BANKRUPTCY.** In the event the Tenant is adjudicated a bankrupt or the Tenant's estate passes into the custody of a receiver by a Court, this lease shall, at the option of the Landlord, terminate upon thirty (30) days' notice.
10. **ALTERATION.** Tenant has requested and shall be permitted to paint (a color approved by the DDA Director) and install new carpeting, all at cost of Tenant. At the expiration of this Lease, said alterations shall remain as permanent and affixed to said premises. Furthermore, Tenant shall keep the premises, including the equipment of every kind, nature and description, during the term in as good repair and at the expiration thereof yield and deliver up the same in like condition as when taken, reasonable wear thereof and damage by the elements accepted. Tenant shall have the right to install such equipment as necessary for the proper operation of said establishment. Any said installation shall be the entire financial obligation of Tenant. Should Tenant make any installation as authorized by this paragraph, same shall conform to any regulations of the State Fire Marshall, local building codes or any other regulations imposed by any government authority. Tenant shall make NO CHANGES to the exterior structure of the building, except to put up a sign approved and consented to by the Landlord.
11. **HOLDING OVER.** In the event Tenant shall hold over after the expiration of the term demised for a sufficient period of time to create a renewal of this lease by operation of law, any renewal of this lease by operation of law, any renewal or future right of possession not evidenced by any instrument in writing, executed and delivered by the Landlord, shall be a tenancy from calendar month to calendar month and for no longer term.
12. **FIRE.** If the demised premises become wholly untenable through damage or destruction by fire not occasioned by the negligence of the Tenant, this lease shall be void.

- 13. LANDLORD COVENANTS.** The Landlord covenants that the Tenant, on payment of the agreed upon utilities at the time and in the manner aforesaid and performing of all of the foregoing covenants, shall and may peacefully and quietly have, hold and enjoy the demised premises for the term aforesaid.
- 14. EMINENT DOMAIN.** It is expressly agreed between the Landlord and the Tenant that if during the demised term, proceeding shall be instituted under the power of eminent domain which shall result in an eviction total or partial of the Tenant, that at the time the trial of such proceedings shall commence, this lease shall void at Landlord's option and term above demised shall cease and terminate, and if the Tenant continues in possession, he shall be a Tenant from month to month, and for no longer term, anything in this instrument to the contrary notwithstanding.
- 15. TAXES, ETC.** Landlord will pay all sewer and other special assessments and any and all real estate taxes imposed upon such premises. Electric, water bills, garbage removal, and all other utilities will be paid by the Tenant.
- 16. WARRANTY.** The Landlord warrants that the property is now zoned for General Business in the City of Imlay City, and if at any time the zoning would prevent the Tenant from carrying on his lawful business, the Tenant would be released from any further liability as far as the lease is concerned.
- 17. SIGNS.** Tenant may erect and maintain such sign or signs in, on or over the demised premises advertising the businesses or occupant thereof, subject to the City of Imlay City zoning ordinance Article 24 and Landlord's written consent.
- 18. ACCEPTANCE OF PREMISES.** The opening by Tenant of its business in the Premises shall constitute an acknowledgment by Tenant that the premises are then in acceptable condition.
- 19. INSURANCE.** Subject to Tenant's obligations set forth in paragraph 5, Landlord shall insure the Building, including the Premises and the Common Areas, against loss or damage under a policy of fire or extended coverage insurance in amounts that Landlord deems appropriate.

Tenant shall indemnify Landlord and keep Landlord harmless from any liability or claim for damages that may be asserted against Landlord because of any accident or casualty occurring within the premises. Tenant shall, at its own cost and expense, obtain and keep in force a policy or policies of public liability insurance with an

insurance company approved by Landlord, with liability coverage of not less than \$500,000.00 for injury or death to any one person, \$1,000,000.00 for injury or death to more than one person, and \$300,000.00 for damage to property. Tenant shall furnish Landlord with certificates or other evidence acceptable to Landlord indicating that the insurance is in effect and providing that Landlord shall be notified in writing at least 30 days before cancellation of, any material change in, or renewal of the policy.

Any insurance maintained by either party pursuant to this paragraph shall contain a clause or endorsement under which the insurer waives all rights of subrogation against the other party or its agents or employees with respect to losses payable under the policy.

Any personal property kept on the Premises by Tenant shall be kept there at Tenant's sole risk.

20. **MAINTENANCE**. The Landlord will be responsible for all outside maintenance, excluding tenant signage, but including building, landscaping, and all snow removal in the parking lot.
21. **ENTRY AND INSPECTION**. Lessee shall permit Lessor or Lessor's agents to enter the Premises at reasonable times and on reasonable notice for the purpose of inspection and repairing the Premises.
22. **SEVERABILITY**. If any provision in this agreement is held to be invalid or unenforceable, it will be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this agreement.

23. **ENTIRE AGREEMENT**. This Lease contains the entire agreement of the parties, and the parties acknowledge that there have been no representations or understandings other than those expressly set forth in this Lease.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed the day and year first above written.

TENANT: Maria Beal
Owner of Hannan Bridal

Dated: _____

SIGNATURE: _____
Marla Beal

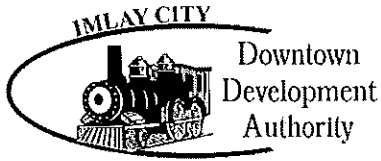
LANDLORD: City of Imlay City
Downtown Development Authority

Dated: _____

SIGNATURE: _____
Lorrelei A. Natke, Director

WITNESS: _____
(Signature)

_____ Dated: _____
(Print Name)



AGENDA ITEM NB 10d: Art-In-The-Rough Event

DATE: June 12, 2023

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: Art in the Rough has been an annual fall DDA event since 2016. The approved 23-24 budget includes an allocation of \$6,000. The event continues to be a DDA expense and fails to generate revenue to cover expenses. Notice of an event date or event cancellation needs to be provided as direction from the Board.

Items Attached: 248.7005.000.973.550 expense report for Sept 2022 event.
ATR 2022 Application

Action Needed: Pass the motion(s) as recommended or amended per board discussion.

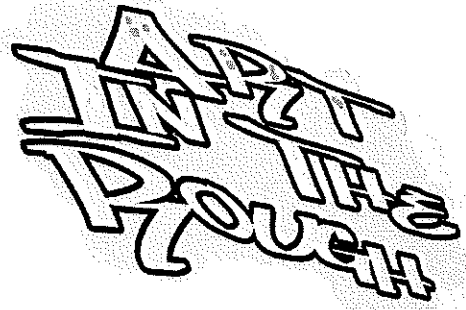
Recommended Motion: None provided

Art in the Rough 2022 - Downtown Imlay City

September 17, 2022

5:00 p.m. – 9:00 p.m.

Celebrating a vibrant culture in DOWNTOWN IMLAY CITY with incredible art, craft brews, exceptional wines and passionate people!



Artist Application

The Imlay City DDA is looking for artists to sell their artwork in “Pop Up” galleries located on Third Street in downtown Imlay City.

Details:

- Art in the Rough takes place on Saturday, September 17, 2022 in downtown Imlay City. Chosen artists will be given a space to set up, display, and sell their work in one of several indoor “Pop Up” galleries throughout the downtown.
- The DDA will accept payments via debit/credit on behalf of artists. Payment will then be returned to artist in form of check the following week.
- Past Art in the Rough artists are pre-approved and do not need to reapply but do need to notify the Imlay City DDA as soon as possible of your intent to participate, which can be done with this form.
- To be considered for Art in the Rough artists must submit at least 2 samples of their work.
- Accepted artists will be notified within 3 days of submission. The week of the event, artists will receive information with their location and display instructions as that information is confirmed.
- Artists must be present for duration of event.
- Ideas and content for creation shall be original and belong to artist. Copies and reproductions will not be accepted.
- It is the responsibility of the artist to set up, maintain and monitor their space during Art in the Rough.
- Please send images of representative work, a bio and this form to Lorrelei Natke at lnatke@imlaycity.org.

Art in the Rough—Request to Enter Form (Deadline – August 22, 2022)

NAME _____ TEL _____

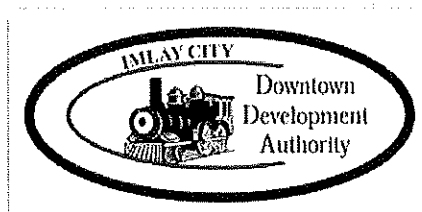
ADDRESS _____

MEDIUM _____ APPROXIMATE SIZE _____

HOW DID YOU LEARN ABOUT ART IN THE ROUGH? _____

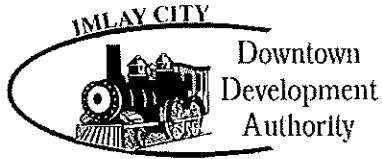
____ Bio attached _____ jpg of representative work attached (minimum of 2 images)

For more information or questions please contact the DDA Director at 810-724-2135 or 810-441-8636 or via email at lnatke@imlaycity.org



Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY							
Expenditures							
Department 705.000 UNALLOCATED ACTIVITY							
07/01/2022			248-705.000-973.550 ART IN THE ROUGH EXPENSE		BEG. BALANCE		0.00
09/15/2022	AP	INV	FORD CO MUSIC	9/12/2022	400.00		400.00
09/15/2022	AP	INV	MARTINA HAHN-OSWALD	9/12/2022	700.00		1,100.00
09/15/2022	AP	INV	NATKE, DELANEY	9/12/2022	1,500.00		2,600.00
09/15/2022	AP	INV	VIRGINIA ROSE BUR	9/12/2022	400.00		3,000.00
09/15/2022	AP	VOID	VIRGINIA ROSE BUR	9/12/2022		400.00	2,600.00
09/20/2022	AP	INV	THE PRINT SHOP	9/13/2022	57.00		2,657.00
09/20/2022	AP	INV	TRI-CITY TIMES	AUGUST	280.00		2,937.00
10/06/2022	AP	INV	CORY GARDINER	9/27/2022	258.00		3,195.00
10/06/2022	AP	INV	FIRST NATIONAL BANK OF OMAHA	SEPT 2022	50.00		3,245.00
10/06/2022	AP	INV	FIRST NATIONAL BANK OF OMAHA	SEPT 2022	35.00		3,280.00
10/06/2022	AP	INV	FIRST NATIONAL BANK OF OMAHA	SEPT 2022	21.28		3,301.28
10/06/2022	AP	INV	FIRST NATIONAL BANK OF OMAHA	SEPT 2022	51.78		3,353.06
10/06/2022	AP	INV	FIRST NATIONAL BANK OF OMAHA	SEPT 2022	39.80		3,392.86
10/06/2022	AP	INV	FIRST NATIONAL BANK OF OMAHA	SEPT 2022	30.00		3,422.86
10/06/2022	AP	INV	FIRST NATIONAL BANK OF OMAHA	SEPT 2022	57.20		3,480.06
10/06/2022	AP	INV	FIRST NATIONAL BANK OF OMAHA	SEPT 2022	38.72		3,518.78
10/06/2022	AP	INV	FRONT ROW BAR AND GRILL	5894	949.75		4,468.53
10/11/2022	AP	INV	NEW IMAGE LINEN SERVICE	61617	55.30		4,523.83
10/11/2022	AP	INV	TRI-CITY TIMES	SEPT 2022	280.00		4,803.83
10/13/2022	AP	VOID	NEW IMAGE LINEN SERVICE	61617		55.30	4,748.53
10/17/2022	AP	INV	IMLAY CITY HARDWARE	1921	94.47		4,843.00
11/01/2022	AP	INV	FIRST NATIONAL BANK OF OMAHA	OCT 2022 DDA	55.30		4,898.30
06/30/2023			248-705.000-973.550	END BALANCE	5,353.60	455.30	4,898.30
TOTAL FOR DEPARTMENT 705.000 UNALLOCATED ACTIVITY					5,353.60	455.30	
TOTAL Expenditures					5,353.60	455.30	4,898.30
TOTAL FOR FUND 248 DOWNTOWN DEVELOPMENT AUTHORITY					5,353.60	455.30	4,898.30

Revenues - \$1,143.25



AGENDA ITEM NB 10e: Bi-Annual Information Meeting Date

DATE: June 12, 2023

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: Per the Tax Increment Financing Act 57 of 2018, DDA Authorities must hold two “informational meetings” per calendar year. Informational meetings are meetings for the purpose of informing the public of the goal and direction of the authority, including projects to be undertaken in the coming year. They are not for the purpose of voting on policy, budgets or other operational matters.

The Imlay City DDA by-laws mandate that the required meetings will be held in July and December.

Items Attached: MDA reporting fact sheet

Action Needed: Pass the motion(s) as recommended or amended per board discussion.

Recommended Motion: Motion to give notice and schedule the required July informational meeting for July 10, 2023 at 5:00 pm.

Tax Increment Financing Act- Act 57 of 2018 Reporting Requirements and Timeline

TIMELINE

January 1, 2019: 2018 PA 57 takes effect.

WEBSITE/WEBPAGE

Post on a municipal or authority website, (or if no website, maintained in a physical location within the municipality that is open to the public) all items listed in SECTION 125.4910 See column to the right.

ANNUAL REPORT

SUBMIT BY 180 DAYS AFTER AUTHORITY'S FISCAL YEAR ENDS

Submit to the Department of Treasury, the governing body of the municipality, and the governing body of a taxing unit whose taxes are capture by the authority a report including all items listed in SECTION 125.4911. See page 2 of this document.

HOLD 2 INFORMATIONAL MEETINGS A CALENDAR YEAR

Authorities must hold two "informational meetings." Informational meetings are meetings for the purpose of informing the public of the goals and direction of the authority, including projects to be undertaken in the coming year. They are not for the purpose of voting on policy, budgets or other operational matters. Please reference www.michigan.gov/TIF for guidelines regarding public meeting requirements.



DETAILS

Visit www.michigan.gov/TIF for more information.

SECTION 125.4910 WEBSITE/WEBPAGE INFORMATION

- Minutes of all board meetings
- Annual budget, including encumbered and unencumbered fund balances
- Annual audits
- Currently adopted development plan, if not included in a tax increment financing plan
- Currently adopted tax increment finance plan, if currently capturing tax increment revenues
- Current authority staff contact information
- A listing of current contracts with a description of those contracts and other documents related to management of the authority and services provided to the authority
- An updated annual synopsis of activities of the authority
 - For any tax increment revenues described in the annual audit that are not expended within 5 years of their receipt, a description that provides:
 - The reasons for accumulating those funds & uses for which those funds will be expended
 - A time frame when the fund will be expended
 - If any funds have not been expended within 10 years of their receipt:
 - The amount of those funds
 - A written explanation of why those funds have not been expended
- List of authority accomplishments, including progress made on development plan and tax increment finance plan goals and objectives for the immediately preceding fiscal year.
- List of authority projects and investments, including active and completed projects for the immediately preceding fiscal year
- List of authority events and promotional campaigns for the immediately preceding fiscal year

*Records and documents must be posted for the most recent 5 years. PA 57 is less than 5 years old therefore every year since 2019 including 2019 must be posted. Websites must be updated no less than 180 days after the end of the authority's fiscal year.

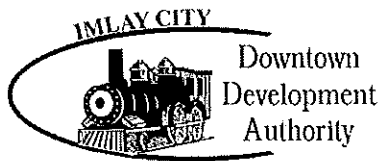
Michigan Downtown Association

P.O. Box 3591 • North Branch • MI 48461

www.michigandowntowns.com

248-838-9711

director@michigandowntowns.com



AGENDA ITEM NB 10f: Goals & Objectives Workshop Meeting Date

DATE: June 12, 2023

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: In accordance with TIF annual reporting requirements the DDA must inform the public of the goals and direction of the authority, including projects to be undertaken in the coming year.

The Imlay City DDA approved FY 2023-24 budget includes a capital outlay line-item amount of \$12,000 with a carry-over fund balance of \$291,792. A review of the TIF plan from 2014 indicates that significant progress has been made historically. However, funding remains available and direction from the Board is needed for future projects and goals.

Items Attached: 2014 TIF Plan Development Plan and Projects
Giffels Webster Nextsteps for Downtown® Information Sheet

Action Needed: Pass the motion(s) as recommended or amended per board discussion.

Recommended Motion: Motion to give notice and schedule a workshop meeting on _____.

DEVELOPMENT PLAN

This plan is created to implement projects that are designed to meet certain goals established for Downtown Imlay City.

VISION STATEMENT

The friendly, tree-lined and vibrant downtown of Imlay City is home to restored historic buildings. The attractive store fronts house a variety of specialty retail, loft and upscale living spaces and community/city services. The downtown entry and public spaces are adorned with attractive streetscape, flowers and public art that recognizes and celebrates the important role that trains and the railroad have played in the community's history. The downtown is the focal point and center of the community; hosting a variety of annual family events and activities that attract residents and thousands of visitors.

GOALS AND OBJECTIVES

The goals are described as follows:

PUBLIC IMPROVEMENT

Facilitate or provide design assistance, resources, programs, improvements and guidance to businesses that will continually enhance the visual quality of the district.

Wayfinding
& bike racks

§ Create a map to identify trail connections to downtown, and needed amenities to encourage visitors to come downtown from the trail to be displayed at Imlay City trailhead and other visitor areas.

Replace
Paver areas

§ In the streetscaping plan, the Downtown Development Authority will retain and replace sidewalks; upgrade utilities as needed and pave streets in accordance with the City's Master Plan.

§ Identify and provide for the creation of recreational areas within the development district, such as improvements at Rotary Park, Lamb Steele Park and creation of a park at the vacant lot on the corner of Fourth St. and Caulkins.

Sage Creek

§ Work with the Imlay City Commission to acquire undeveloped, under-developed and blighted property within the development district for redevelopment as commercial incubators.

M.DOT
Boulevard

§ Coordinate with the Michigan Department of Transportation for the development of future improvements along M-21 and M-53 in Imlay City.

§ Support the development of pedestrian friendly initiatives throughout the Imlay City community (including the development of a multi-use path throughout the city).

restriping?

§ Support and encourage the progressive use and creation of greenspace.

ongoing

§ Provide for necessary improvements to city-owned downtown parking areas.

§ Maintain lighting and landscaping in DDA District.

§ Upgrade utilities and infrastructure on Second Street.

Pocket parks

§ Support Placemaking initiatives in the DDA District.

§ Install fiber-optic in Industrial Park and DDA District.

- § Create Wi-Fi area in traditional Downtown.
- § Upgrade utilities and infrastructure on Fourth Street
- § Upgrade utilities and infrastructure at Northeast Quadrant of M-53 and M-21
- § Upgrade utilities and infrastructure on Third Street west of Almont Avenue
- § Upgrade utilities and infrastructure on Main Street
- § Upgrade utilities and infrastructure on Almont Avenue
- § Upgrade sewer line running from First Street to Second Street between M-53 and Almont Avenue
- § Upgrade utilities and infrastructure as needed throughout district

Need to Research

PROMOTION/MARKETING

Promote the downtown so it creates a positive image that will attract customers and investors.

- § Conduct a market study to help determine an appropriate businesses mix and to identify recruiting strategies.
- § Develop marketing materials to promote businesses, development opportunities and incentives in DDA District.
- § Improve the viaduct with multi-use path and landscaping.
- § Advertise on available billboards located along I-69 and other local highways.
- § Design and run image and donut ads.
- § Continue to maintain and upgrade the DDA website.
- § Continue promotion of the Imlay City Façade Loan Program.
- § Develop new programs including site assistance grant programs and Retail Incubation Program.
- § Continue implementation of downtown marketing plan including print material.
- § Continue progressive relationship with other local organizations including the Imlay City Chamber of Commerce, the Imlay City Eagles Club, Rotary Club, Lapeer County Ed-Tech, Lions Club and the Imlay City Community Schools.
- § Continue to host special events that draw people into the community.
- § Provide incentives to local business owner's including the offering of business service seminars and other special services.
- § Continue to make use of an support the following programs and development tools:
 - Brownfield Redevelopment Authority
 - Tax Increment Financing Authority
 - Downtown Development Authority
 - Imlay City Façade Corporation
 - Imlay City Friends of the Polly Ann Trail Group
 - Lapeer Development Corporation
 - Industrial Facilities Exemption Certifications
 - Tax Exempt Industrial Development Revenue Bonds
- § Use the provisions of the Brownfield Redevelopment Authority to assist specific businesses or sites.

façade grants

ongoing

ongoing

ongoing

150 Pop

ongoing

Concerts and Market

still active

Sam Moore

• Re Development Ready Community

- § Work with owners to design and install attractive, appropriate signs, as per recommendations of the Downtown Blueprint.
- § Brochures for Grants/Loans - Translate the DDA marketing brochure for the loan program into Spanish.
- § Use the Lapeer Development Corporation and their expertise on economic development projects and programs.
- § Collaborate with SEED Group on marketing and attraction materials and ads.
- § Continue Farmers Market and expand and build pavilion.
- § Manage and promote Redevelopment Liquor License Program.
- § Become a Main Street Community
- § Actively market municipal properties in the downtown district in accordance with city commission direction.
- § Hire social media company to actively market downtown.
- onging - § Assist the city in becoming a Redevelopment Ready community
- § Continue Next Michigan Development Corp board representation

BUSINESS RECRUITMENT AND RETENTION

Strengthen existing economic assets, and diversify the economic base by retaining and expanding existing businesses, recruiting new businesses, converting underutilized space into productive property and sharpening the competitiveness of the downtown merchants.

- § Continue to manage and market the Commercial Façade Loan and Commercial Façade Grant Program. The Commercial Façade Loan Program considers loan amounts up to \$40,000 while offering rates below prime. Eligibility requirements include visible improvements to the downtown (% spent of exterior, façade, site) while a portion of funding is available to address code and handicapped access. The Commercial Façade Grant Program is fashioned to encourage improvements such as signage, awnings, and painting where the DDA approves the request in advance when consistent with adopted guidelines and when after implemented, applicants are reimbursed a percentage of the improvement- purchase and installation. Such a program might consider 50% up to amount approved by board.
- onging - § Undertake a Business Retention/Recruitment Program that offers collateral material, including area demographics and purchasing power, to assist in the development of business plans.
- onging - § Provide development assistance to businesses by identifying available land and/or storefronts, offering preliminary design assistance, helping them through the development review process, subsidizing rent (through Retail Incubator Program), and networking with area businesses.
- § Encourage retail and food establishments to stay open later.
- CCA Zoning - § Encourage and work with owners to provide outdoor dining seats and implement a grant assistance program to establish new outdoor dining spaces.
- § Organize for external business recruitment and recruit businesses if needed.
- set engagement date - § Meet with existing businesses on a regular basis to identify business retention and expansion needs.
- § Add illustrations to design guidelines.

Property
Maintenance
Code

- § Work with and encourage building owners to enhance building exteriors and add attractive signage, with maximum assistance offered from any and all incentive programs.
- § Provide resources regarding historical and architectural elements of buildings in DDA District for building owners that are seeking guidance to restore the original architectural and historical elements.
- § Utilize MSHDA and CDBG funds to assist building owners to make improvements to buildings.
- § Support all Placemaking and BUY Local initiatives.
- § Support SEED Group initiatives and programs.

REAL ESTATE

Leverage DDA resources to take advantage of real estate and development opportunities that will advance the mission of the DDA.

- § Work with landowners to create more Downtown housing in upper floors.
- § Create a land acquisition plan that determines available land for purchase.
- § Identify demonstration projects that can be implemented by the DDA that will attract desired tenants and act as a catalyst for additional private investment in the downtown.
- § Create, implement and fund a Commercial Rental Incubator Program.

150 Pop-

PAST EFFORTS

This DDA Plan builds on several past efforts. While this is technically the DDA/TIF Plan, efforts have been made to try and streamline the various recommendations from the plans listed below:

- § DDA Strategic Plan
- § DDA Vision And Work Plan
- § DDA/TIF Plan
- § Imlay City Downtown Blueprint 2005

PROJECTS

The Imlay City DDA has evaluated a list of potential projects that can meet the goals and objectives of this development plan. The DDA may from time to time modify the priority and timing of the project without changes to the Development Plan or Tax Increment Financing Plan. A budget will be submitted to the City Commission for approval for each year's proposed projects. The DDA may indicate modification to the plan for submission to the City Commission for public hearing, consideration and approval. Table 1 on the following page lists projects with a description of actions required and projection of overall estimated cost. It builds upon projects that have already been completed under the previous plan.

PROJECT	COST	PRIORITY / TIMEFRAME
Advertising		
Develop a Retention/Recruitment Plan	TBD	2014/2015
Market study	\$5,000	2014/2015
Website improvements	\$100 to \$500 / hour	As needed
Marketing materials	\$25,000	As needed
Billboard rentals	\$2,500 / month	2015/2016
Image and Donut ads	TBD	
Trail-to-Downtown Map	\$1,500	2014/2015
Social Media consultant	\$100 to \$500 / hour	As needed
Capital Projects / Infrastructure		
Upgrade utilities on 2 nd Street	\$695,000	
Build pavilion for farmers market	\$40,000	
M-21 and M-53 Road Improvements	Prices vary widely	
Downtown wi-fi installation	\$4,000 to \$6,000 / business	2015/2016
Industrial Park fiber-optic installation	\$50,000 / mile	2015/2016
Viaduct improvements (landscaping, sidewalks)	TBD	2015/2016
Pathway Connections to Downtown	Prices vary widely	
Upgrade utilities and infrastructure on 4 th Street	\$748,656	2014/2015
Upgrade utilities and infrastructure on NE Corner of M-53/M-21	\$150,000	2014/2015
Upgrade utilities and infrastructure on 3 rd Street	\$331,648	2014/2015
Upgrade utilities and infrastructure on Main Street	\$151,158	2014/2015
Upgrade utilities and infrastructure on Almont Avenue	\$238,000	2014/2015
Upgrade sewer line between 1 st and 2 nd Streets, between Almont Avenue and M-53	TBD	2014/2015
Upgrade utilities and infrastructure as needed throughout district	TBD	2014/2015
Maintenance		
Lighting	\$4000 / pole	As needed
Parking	\$2.25/sq.ft.	As needed
Road resurfacing	\$5 / square yard	As needed
Sidewalk	\$10.00/ ft.	As needed
Programs		
Land Acquisition Plan	TBD	As needed
Downtown Housing Program	TBD	2018/2020
Rental Incubator Program	TBD	2015/2024
Updated design guidelines	TBD	2018/2020
Property Acquisition		
Parks	\$50,000 to \$100,000	As needed
Vacant or Underutilized	\$50,000 to \$100,000	

Who We Are

Giffels Webster is a collection of people who choose every day to make communities better. We do this by offering our consulting services of planning, civil engineering, landscape architecture and surveying. We are proud of our long history of helping improve quality of life in Michigan.

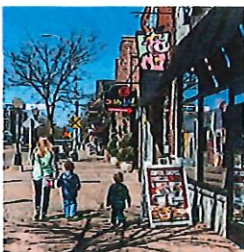
NEXTSTEPS FOR DOWNTOWN® Strategies to Improve Downtown Districts

Does your community need fresh ideas to jumpstart downtown redevelopment? Are you looking for both short-and long-term strategies that can effect real change? NextSteps for Downtown® is a Giffels Webster service that offers communities an opportunity to invigorate their downtown districts.

Through NextSteps for Downtown®, our experts provide a pathway to ideas and solutions for key community stakeholders. We will conduct an intensive assessment that includes a walking tour of the downtown environment and hold informal conversations with various stakeholders. Our downtown professionals will review multiple areas that are often overlooked for improvement and assess how they impact the quality of downtown. Key considerations taken into account through the NextSteps for Downtown® process include signage, buildings, parking, circulation, streetscape and overall land use.

Our Impact

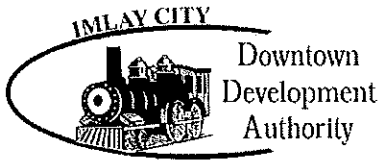
Giffels Webster has been dedicated to making communities better for over 70 years, specializing in community planning, civil engineering, landscape architecture, geographic information systems, traffic engineering, and surveying.



A Comprehensive Toolkit Highlighting: What's Working & What Needs Work Action Items to Enhance Downtown Best Practices

The toolkit is delivered in an interactive format with hyperlinks and fillable implementation worksheets that will continue the "NextSteps" momentum. With this toolkit, community stakeholders can then set priorities, assign champions for each element and start working towards successful implementation.





AGENDA ITEM NB 10g: DDA Board Member Community Engagement

DATE: June 12, 2023

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: The summer concert kickoff event is June 13th, there was discussion at a previous DDA meeting regarding each Board member being present during at least one of the DDA sponsored concert events. This is a great way to engage the residents and business owners who are present, demonstrating your community involvement.

It is suggested that each board member be supplied their unique individual magnetic identification badge to be worn at all public events outside of Board meetings to assist with name recognition.

Items Attached: Concert flyer
Name badge sample

Action Needed: Pass the motion(s) as recommended or amended per board discussion, select at least one event date to schedule with the DDA Director

Recommended Motion: Motion to purchase the magnetic name badges for each Board member at a cost of \$10 each from Hook's Engraving.

Imlay City Downtown
Development Authority's
Summer

Concerts in the PARK

Grab your favorite lawn chair or
picnic blanket and join us in

LAMB STEELE PARK
Downtown Imlay City

Tuesday evenings
7:00 pm - 8:30 pm

Follow our Facebook page "Downtown Imlay
City" for inclement weather announcements)



MORE CONTACT INFO:

www.icdda.com or call 724-2135

THIS YEARS LINE UP:

- JUNE 13 **Full Circle Project** - easy classic rock
- JUNE 20 **Kevin Herzog** - pop rock
- JUNE 27 **Bob Marshall Band** - country western
- JULY 11 **Motor City Josh & The Big Three** - rockin blues
- JULY 18 **Acoustic Ash** - motown activism
- AUG 1 **Bernadette Kathryn & Lonely Days Band** - country rebel
- AUG 8 **Pat Smillie Band** - soulful motown
- AUG 15 **Della** - country singer/songwriter





AGENDA ITEM NB 10h: DDA Freezer Purchase

DATE: June 12, 2023

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: Choice One Bank has committed to sponsoring ice cream giveaway during the June 27th concert in the park. While planning the logistics of this it was reported that in past years the DDA purchased the ice cream and stored it in coolers and the bank volunteers would pass out the goodies. However, the coolers were not adequate to keep the ice cream frozen in the warm summer temperatures and it resulted in a mess. The purchase of a small freezer will alleviate this problem and be useful for other frozen storage needs of the City.

Items Attached: Amazon spec sheet 5.0 cu ft.
Amazon spec sheet 7.0 cu ft.

Action Needed: Pass the motion(s) as recommended or amended per board discussion.

Recommended

Motion: Motion to approve the purchase of a chest freezer in the amount of \$_____.



◀ Back to results



Roll over image to zoom in



Product Energy Guide

WANAI Chest Freezer Deep Mini Freezer with 7.0 Cu.Ft Capacity Fast Freezing Freezers for Home Office Dorm with One Removable Basket, Wheels & Adjustable Feet, 7 Temp Control from -12°F to 50°F, Black

Visit the WANAI Store

4.1 ★★★★★ 173 ratings | 16 answered questions

Was: \$299.99

Business Price ▾ \$295.00

You Save: \$4.99 (1%)

Don't forget to checkout with Pay by Invoice - with no interest or fees.

Delivery & Support

Select to learn more



Ships from
NB WANAI



Eligible for
Return, Refund
or Replacement
within 30 days of
receipt



Customer
Support

\$295.00

\$344.99

\$49.99 delivery June 16 - 23.

Details

📍 Deliver to City - Imlay City 48444

In stock.

Usually ships within 2 to 3 days.

Qty: 1 ▾

Add to Cart

Ships from and sold by NB WANAI.

Add to List

Have one to sell? Sell on Amazon



Buying multiple items? Build a basket

Size: 7.0 CU.FT

3.5 CU.FT

5 Cu.ft

7.0 CU.FT

Color: BLACK



Product Dimensions 21.7"D x 30.8"W x 30.1"H

Brand

WANAI

Model Name

BCBD153

Color

BLACK

Wattage

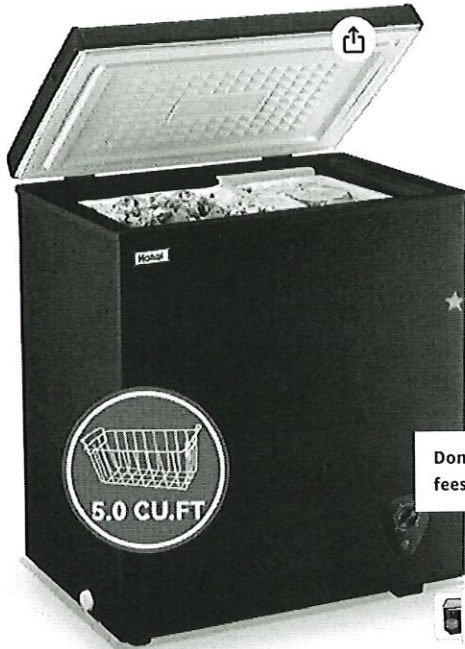
70 watts

About this item

- EXCELLENT FREEZING CHOICE ---- Down to -12°F, WANAI chest freezer is a perfect addition to your daily home storage. D-shaped circulating refrigeration with high-density foam keep the freezer cold enough to fresh the food.
- COMPACT & LIGHTWEIGHT ---- WANAI mini deep freezer is easy to move around with its lightweight design and keep balance with adjustable feet, making it convenient for any space. With it's 7.0 cu.ft capacity (dimension: 21.7"D x 30.8"W x 30.1"H), it can hold 4-8 family food for emergency.



Back to results



Roll over image to zoom in



Product Energy Guide

5.0 t Freezer WANAI Deep Freezer Black Small Chest Freezers with Storage Basket Top Open Door Mini Compact Freezer 7 Temperature Control Suitable for Home Garage Apartment Kitchen

WANAI Store

173 ratings | 16 answered questions

Original Price: \$299.00

Price: \$195.00

You Save: \$104.00 (34%)

Don't forget to checkout with Pay by Invoice - with no interest or fees.

Promotion Available 1 Applicable Promotion



Buying multiple items? Build a basket

Size: 5 Cu.ft

3.5 CU.FT

5 Cu.ft

7.0 CU.FT

Color: BLACK



Product Dimensions: 17.5"D x 26.2"W x 30.3"H

Dimensions

Brand: WANAI

Model Name: BCBD-110-BLACK

Color: BLACK

Item Weight: 45 Pounds

About this item

- Compact Size Freezer & Low Noise - 5.0 cubic feet free standing chest freezer. Product dimension: 26.2"(W)*17.5"(D)*30.3"(H). Lower energy consumption design with R600a high-efficiency compressor. Lower noise less than 38db. 0.67 kilowatt-hour power needed per day to reduce electricity costs for you.
D+ Cooling System - WANAI chest freezer is equipped with the D+ cooling system with R600a efficiency compressor. The D-shaped cooling tubes surround the inner cabinet and significantly improve our chest freezer's cooling performance & efficiency versus traditional freezers.
Adjustable Thermostats - The adjustable thermostat allows you to control the temperature from -11.2°F to 50°F so you can always store your frozen foods at their optimum temperature. 7 level temperature adjustment; Level 1-2: refrigerator temp from 32°F to 50°F, best temp for beverage and fruits; Level 3-7: freezer temp from -11.2°F to 32°F, suitable for meat, seafood, ice cream.
Easy to Manage & Free-standing Angle Door - For your convenience, a plastic storage basket is included, perfect for storing smaller items, or necessity in your daily life. Balanced hinge-style door

\$195.00

254.99

\$59.99 delivery June 12 - 14.

Details

Deliver to City - Imlay City 48444

Only 19 left in stock - order soon.

Quantity: 1

Add to Cart

Ships from and sold by NB WANAI.

Add to List

Have one to sell? Sell on Amazon



Freeze Everything You Put in

Chest Freezer Small Freezer Black...

395

\$139.99

Save \$10 with coupon

Sponsored

Director's Report – June 2023

Promotions

- On-going Social media postings and engagement with downtown merchants on Facebook
- Submitted artwork for newspaper publication in both the View and TCT for the Farm Market and the Concerts
- I continue to engage and meet business owners in the district.

Farmer's Market

- See Market Manager Report by Patti Biolchini

Economic Development

- Still assisting Marla (Hanna House) in finding a new location to move into.
- Began drafting a grant application for our concert series with the Flint Arts Council
- Working with Yolanda Hernandez in the process of opening her new business on Almont Avenue.
- Attended a meeting with OHM and Lapeer Community Foundation regarding the RAP 2.0 grant
- Met with Realtor Tom Blount about marketing several downtown buildings that are for sale.

Place Making/Streetscape

- Continue to monitor seasonal flowers and other planting areas and working closely with Cindy to problem solve issues.
- Working with Dana Walker and Ed Preihs on improvements to Rotary Park
- Met with GEM Electric about pocket park improvements
- Seeking proposals from contractors for paver removal in downtown
- US Flags and Hometown Heros Banner installation was completed. Working on getting the new nominees banner produced.
- Working with Dee's Country Café on outdoor seating request.
- Worked on inventory of benches and trash receptacles, getting pricing and placement for new additions
- Received holiday light hardgoods from Bronner's and took them to storage room
- Received US flag order from Stabenow's office – in storage for next year

Billboard:

- Artwork and Installation for Farmers Market was installed.
- Invoices sent to Johnny's Place for their promotion period March 20th-June 2nd
- Invoice sent to Indigo Farms for their promotion period June 19th-July 16

Meetings and Other:

Attended the MDA Summer Workshop conference in Alpena on June 1 & 2nd
Meetings with vendors for Farmers Market, accepted and processed several applications
Attend the 3rd of 8 Thursday evening RRC webinar series
Calls/work orders with DPW regarding landscaping work and other projects
Monthly Department Head Meeting
Meetings with department heads and LDC Director to plan for Sage Creek Winery purchase agreement
Attended Commission Meeting June 6th
Attended Rotary Club weekly meetings
Attended the Lapeer Development Luncheon
Processed invoices, check requests, and mailed payments.
Made updates to the DDA website, including the new addition of the meeting agendas.

Met individually with 7 DDA Board Members informally to get individual perspectives and history

Met with several Board members who had concerns/projects that they would like the DDA to work on.

Sam Howard, Imlay City summer intern, shadowed me on Wednesday to learn about what a DDA is, how its funded and how its managed daily. As part of the day, we did a thorough walk-through town and I was able to get his feedback on areas that need attention.

Prepared DDA orientation manuals for each Board member

Prepared your agenda, action item sheets, and board packets

It is a continued pleasure to serve the Imlay City Downtown Development Authority businesses and community in the capacity as your Executive Director.

Next DDA Board Meeting – Monday, July 11, 2023

Christine Malzahn

From: Christine Malzahn <ddadirector@imlaycity.org>
Sent: Friday, May 12, 2023 10:56 AM
To: justin@happylittlequiltshop.com; kellyspetsalon@outlook.com; tct@pageone-inc.com; jkempf@imlaycity.org; ndocherty@internationalte.com; ray@auctioneeratlarge.com; steve@steverobbins.net; emailstu430@gmail.com; walter.bargen@choiceone.com; 'ddapromotions@imlaycity.org'
Subject: DDA Board update week of May 8th
Attachments: 2023.05.08 DRAFT Meeting Minutes.docx; Concerts in the Park wSenior Center.pdf; Farmer's Market Posters.June-Oct.pdf

Happy Friday Board Members,

Here is a quick re-cap of whats been happening in the office this week after our Monday meeting.

Attached are the draft meeting minutes from Mondays meeting, if you note anything that is incorrect please let myself or Patti know so that we can get the draft corrected prior to the next meeting. Also attached are the two posters that I have created for the concert series and the farmers market. I will be having these printed (still waiting on confirmation of the rain location for the concerts – I have reached out to Wendy Brown to see if we could use the Senior Center, since Heritage Church is not available for us on Tuesday nights), Patti and I will be taking the marketing materials to local businesses to have displayed next week. Patti also plans to visit the Lapeer Farmers market to pass out flyers and see if any of the vendors there will apply to participate with us on Thursdays.

I've started work on the MI Humanities grant for our concert series, and a grant for the viaduct rehab through CN Railways America in Bloom. The America is Bloom grant will require a design concept plan with specific budget calculations, so I am going to create a RFP and hope to bring to you a better scope of the project and what it will cost to improve that area.

The website has been updated with the draft minutes, updated façade grant application, farmers market application and the release of the Music In The Park Concert dates and performers. I am working on the press releases to the newspapers as well.

I continue to work with City Manager Horton and EGLE on the Sage Creek proposed site and will plan to attend the City Commission meeting next Tuesday in support of the sale of that property.

I stopped in and introduced myself to business owners at Gem & Diamond, M Salon, and the Silver Grill. Also met with Pool Manager Jake. He and I located the movie screen and projector equipment in our storage room at the PD. He plans to use that to host movies nights at the pool this season, so I have left the equipment in his care for now.

As always, let me know if you have any questions or concerns. Have a blessed weekend!

Christine Malzahn

Imlay City DDA Executive Director
150 North Main Street
Imlay City, MI 48444
810.724.2135 (office)
810.724.1861 (fax)

Christine Malzahn

From: Christine Malzahn <ddadirector@imlaycity.org>
Sent: Friday, May 26, 2023 12:02 PM
To: justin@happylittlequiltshop.com; kellyspetsalon@outlook.com; tct@pageone-inc.com; jkempf@imlaycity.org; ndocherty@internationalte.com; ray@auctioneeratlarge.com; steve@steverobbins.net; emailstu430@gmail.com; walter.bargen@choiceone.com; 'ddapromotions@imlaycity.org'
Subject: DDA Board update week of May 22nd

Happy Friday Board Members,

Here is a quick re-cap of what has been happening in the office this week.

Hopefully by now you've all seen the annual flowers that have been planted around the CBD. Our flags and Hometown Hero's banners have also been installed. Downtown is looking great! I have reported a few irrigation system issues to Aqua Turf and those are being addressed, I'm also working to get pricing from a few concrete vendors to replace the sunken brick paver areas (hoping to get that on our June agenda).

Patti has been busy securing vendors for the Farm Market and shadowing the market manger in Lapeer to get a little more hands-on insight in preparation for opening day on June 15th. She and I cleaned out and moved everything from the police department storage room to the new bigger room that Chief Selby arranged for, and she continues to sort out everything stored in the market office as well.

I've stepped up our marketing for both the concerts and the market. Posters were printed and delivered to many businesses for display in store windows (unfortunately they have the incorrect area code on them – so I'm working to fix those). Ads are scheduled for both the TCT and the View papers. I also created artwork for the billboard (we did not have an advertiser scheduled for that space until mid-June so I decided to use that promote the market instead of just keeping Johnnys place stay there for free). That artwork should be installed next week. I've also ordered new feather banners and 24x36" signs for the A-frames so we can start putting those up in advance of opening day.

EXCITING NEWS UPDATE!!! We have a new bakery/coffeehouse coming to downtown in the next few weeks. Yolanda has rented the space next to the urgent care and is busy cleaning up that interior. I am helping her through the permitting and certificate of occupancy process. She would like to have outdoor seating available for her patrons so I have been researching our ordinances and the necessary steps for a special land use.

I attended my 2nd of 6 Thursday evening RRC webinar class. Leah Mills is also enrolled in the instruction opportunity – her involvement will have a significant impact on engagement from the City. Many of the next to-do tasks are requirements from planning, which they are now aware of and working on.

I have caught the DDA up on the mandated reporting of our PA57 reports. They are required to be posted on our website along with our, annual budget and audit reports as well as filed with the state. Some of these had not been completed since 2018. I have also begun gathering data for our required bi-annual informational meeting to be held in July.

Along with the Rotary meeting, I attended the monthly department head meeting and the Lapeer Development Corp meeting – Brian Hanna was the featured speaker. He is the executive director of the Cannabis Regulatory Agency.

Dana Walker and I met at Rotary Park to discuss some updates to that park. She would like to engage the DDA, Rotary and the Lapeer Community Foundation in funding some much needed improvements there.

Thank you so much for taking time to meet with me individually (still a few of you to schedule time with) but it was very insightful to get your input and feedback. This will help give me some guidance on how my office can best support you and your efforts on behalf of Imlay City.

City Hall will of course be closed for Memorial Day on Monday. I wish each of you a safe and peaceful holiday, and encourage you to attend the City's Memorial Day event at the library on Monday if you are in town.

Regards,

Christine Malzahn

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Christine Malzahn

From: Christine Malzahn <ddadirector@imlaycity.org>
Sent: Monday, June 5, 2023 11:29 AM
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Subject: DDA Board Update
Attachments: June 12, 2023 Agenda.doc

Good Monday Morning All,

I apologize for not sending my weekly update last Friday. I was in Alpena Thursday and Friday, for the MDA Summer Workshop and my idea fairy was working overtime with all the great information that was presented causing your update to slip my mind.

Here are just a few things to update you on.

The petunias are struggling in some of the bed areas where there is no irrigation. Cindy has moved some of the plants and brought in a water tank to give the ones still in place a boost. Hopefully this draught will end soon and not cause too much further damage. Her and I will continue to monitor the situation but without a watering contractor I fear we are at Mother Nature's mercy. I am also holding off on planting the lavender along depot drive since there is no irrigation system in that location.

The City Commission meeting is tomorrow night. I will attend since there are two agenda items for the DDA. The 1st is our updated by-law adoption and the 2nd are the DDA re-appointments of Chairman Bargen, Justin Shattuck and Kelly Villanueva – all 3 terms to expire in 2027. Of course I would encourage everyone to attend, but it is not required. There should also be discussion and an update on the Sage Creek Winery Proposal.

I will continue to work on your meeting agenda and board packets for our meeting on next Monday and plan to email you that document within the next few days. Attached is the draft agenda that was posted last week. Please let me know if there are any additional items you would like to discuss.

Regards,

Christine Malzahn

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June Farmers Market update:

Since last DDA board meeting I have been extremely busy with the following:

❖ Attended Lapeer Market.

I returned to Lapeer Market Saturday, June 3rd this time as a recruiter and spoke with vendors about getting a booth at the Imlay City Market. The main obstacle I have been running into is the hours of our market. Most vendors have full time jobs, so the daytime market is not possible for them to attend. I spoke with 7 vendors that day and have not been able to guarantee any of them will be attending.

❖ Attended the Almont (Bell's) Market

I attended this market on Sunday, June 4th as a recruiter and spoke with many vendors. This market proved to be better in recruitment and I was able to secure 3 definite vendors, at least for the first market, and 3 vendors I am still having conversations with to get them to attend sometime during the season. Imlay City is a bit smaller than they want to visit but my assurances in marketing their business is my selling point. Hopefully I can secure them this week.

❖ Searching Facebook Marketplace

I have messaged about a dozen vendors that look like they are selling a desirable product and have asked them to apply to be a vendor. After many messages, I have been able to secure 2 which I'm very excited about: an alpaca farmer and an organic vegetable farmer. In addition, many marketplace sellers are excited about the idea for next year so I sent them a copy of the Cottage Food Laws to familiarize themselves with so that they can attend next year if still interested.

❖ Senior Fresh and Double Up Training

I have updated both programs for the season and have been attending mandatory trainings sessions and educating my farmers on the necessary paperwork required.

❖ Creating Marketing content and social media posts

I have been creating ads with Canva for products at the market. I have also been creating social media posts and sharing them with different swap groups in the region, answering questions online and trying to create a buzz.

❖ Organizing market supplies and work area

I have been going through all supplies necessary for the market opening and making sure everything is in working order, marketing materials look fresh and layout of market will be seamless in time for the vendor to arrive.