



**Public Meeting Room C
Delta Administration Building
7710 West Saginaw Highway
Lansing, MI 48917**

**TOWNSHIP BOARD
COMMITTEE OF THE WHOLE MEETING
AGENDA
December 9, 2019- 6:00 PM**

- I. CALL TO ORDER**
- II. OPENING CEREMONIES – Pledge of Allegiance**
- III. ROLL CALL – Members:** Supervisor Kenneth R. Fletcher, Clerk Mary R. Clark, Treasurer Howard A. Pizzo, Trustee Fonda J. Brewer Trustee Andrea M. Cascarilla, Trustee Dennis R. Fedewa, and Trustee Karen J. Mojica
- IV. SET/ADJUST AGENDA**
- V. PUBLIC COMMENT**
- VI. MANAGER’S REPORT**
- VII. ITEMS OF DISCUSSION**
 - 1. Revize Presentation**
 - 2. 2020 Part-Time Wages**
 - 3. Universal Economic Development Policy and Agreement Discussion**
- VII. ADJOURNMENT**

CHARTER TOWNSHIP OF DELTA

MARY R. CLARK, TOWNSHIP CLERK
Phone (517) 323-8500

Individuals with disabilities attending Township meetings or hearings and requiring auxiliary aids or services should contact Township Manager and ADA Coordinator Brian T. Reed by email at manager@deltami.gov or calling (517) 323-8590 to inform him of the date of the meeting or hearing that will be attended. Copies of minutes may be purchased or viewed in the Clerk's Office from 8 a.m. to 5 p.m., Monday through Friday.



Manager's Office

517) 323-8590

Memo

To: Supervisor Kenneth R. Fletcher and the Delta Township Board

From: Technology Director Dave Marquette

Date: November 11, 2019

Re: Township Website Redesign Discussion with Robert Suchomel

Attached you will find a letter from Robert Suchomel from Revize LLC. He is our account manager for the website redesign project and will be presenting his company as well as conducting a discussion with the Township Board about their expectations for the new design of deltami.gov. In his letter he referenced seven township websites recently designed and launched by Revize. I encourage you to visit each of those sites.

I had asked him to prepare a few questions to help each board member think strategically about the goals of the project before the meeting.

Answers to these questions will help us get the conversation started at the meeting on Monday.

Questions for consideration:

- 1) Of the seven township websites what components do you like?
- 2) Of the seven township websites which site did you like the least and why?
- 3) What elements would you like to have on the deltami.gov homepage? (Quick-links, Department Icons, New Center, Event Center/Calendar, Homepage Alert Pop-up, Social Media Links, Social Media Feed, Hours of Operation/Contact Us Widget, How Do I?/FAQ Center, Welcome Center, Message from the Board, Newsletter Signup, E-Notificatoin Sign-up, Accessibility Widget, etc.)
- 4) What kind of citizen engagement do you envision for deltami.gov?
- 5) Any additional suggestions for deltami.gov that may have not be covered above?



The Government Website Experts

November 7, 2019

Delta Township Board of Trustees
Charter Township of Delta, Michigan
7710 West Saginaw Hwy
Lansing, MI 48917

Dear Board Members,

My name is Robert Suchomel, your Account Manager here at Revize Government Websites, welcome to Revize! I wanted to personally reach out and thank you for choosing Revize as your new web provider!

We are very excited to be working with Delta Township to provide a customized website based on the township and resident needs.

We have provided web solutions to over 1,000 municipalities and counties here in Michigan and around the country.

I wanted to start the project off by sharing some examples of websites that we have developed for different townships, and also start by asking a few questions for you all to consider before our meeting on November 11th. Those questions will be attached on a separate page.

Examples of Township Websites:

Saginaw Charter Township, Michigan - www.saginawtownship.org

Washington Township, New Jersey - www.twp.washington.nj.us

Plainfield Charter Township, Michigan - www.plainfieldmi.org

Lockport Township, Illinois - www.lockporttownship.com

Grand Blanc Township, Michigan - www.twp.grand-banc.mi.us

Violet Township, Ohio - www.violet.oh.us

Springfield Charter Township, Michigan - www.springfield-twp.us

I look forward to meeting you all on November 11th. Please refer to the attachment regarding the questions to consider before the meeting. Again thank you for choosing Revize as your new web provider!

Sincerely,

A handwritten signature in black ink, appearing to read "R. Suchomel".

Robert J. Suchomel

Senior Account Manager

248-269-9263 x23

Robert@revize.com

Supervisor Kenneth R. Fletcher
Treasurer Howard A. Pizzo
Clerk Mary R. Clark
Manager Brian T. Reed



Trustee Fonda J. Brewer
Trustee Andrea M. Cascarilla
Trustee Dennis R. Fedewa
Trustee Karen J. Mojica

Manager's Office

(517) 323-8590

To: Supervisor Kenneth R. Fletcher and Delta Township Board
From: Manager Brian T. Reed
Date: December 9, 2019
Subject: 2020 Part-Time Wages

At the November ** regular board meeting, the board held a public hearing and final adoption of the 2020 fiscal year budget. During the budget discussion, the board indicated a desire to exploring a \$15 minimum wage for all employees and instructed staff to look at the implications for the budget. All full-time employees receive hourly wages higher than \$15. This analysis looks solely at part-time employees for the Township and the impact on the Township budget. It also looks at the impact on the library and its budget separately.

Township Impact:

The Township employs part-time staff across several departments including part-time firefighters, lifeguards, seasonal workers, parks workers, engineering interns, and others. Most occur in parks, recreation, and cemeteries as seasonal employees. Given the nature of the part-time and seasonal employment, hours may vary from year to year. To bring all part-time Township staff up to \$15 would approximately add \$42,000 (hourly rate + FICA) to the general fund.

Library Impact:

Library employees are Township employees by agreements, however, the library has its own dedicated revenue by virtue of its 1-mill perpetual millage. The library board creates its own budget outside of the Township budget process, however, the library employees have always followed the Township wage schedule. The library is different in the fact that roughly 2/3 or more of its employees are regular part-time, and the library positions vary widely in level of education expected and job duties. To bring all part-time library employees to \$15 would approximately add \$30,000-\$40,000 to the library budget.

The library has expressed concerns about incorporating a \$15 wage into their budget which has already been passed once this was discussed. In addition, they have expressed concern about combining several levels that could potentially devalue the educational requirement and experience that is expected at each of the different pay grades. The library has submitted an alternative part-time wage scale for the library, that would provide some increases across the board to maintain some separation between positions requiring bachelor degrees, HS diploma, or no education/experience requirements. In addition, they have recommended a wage schedule that does not start every level at \$15, however after some experience, every level would reach \$15/hour.

Options:

Township:

A \$15 minimum wage would be relatively easy to incorporate and would be helpful in attracting seasonal labor, which has been an increasing challenge the past several years. It would require a revision of the part-time wage schedule. Similarly to the library, we do have some longer serving part-timers who are over the \$15 and now will be very close in wage to new hires or very young seasonal workers. We feel that the overall budget could incorporate this change, however it may require a budget amendment later in the year. We would need to pass the new wage schedule at the next board meeting scheduled for December 16th.

Library:

It is the Library's recommendation to adopt a separate part-time wage scale from the Township that would preserve some separation between positions, that ultimately lead to \$15 an hour or higher at each level. While this may not meet the Township Board's goal of \$15/minimum for 2020, it takes into account the budgetary constraints of the library.



1.0725

Proposed Library Part-Time Wage Schedule

pay grade	hire	year 1	year 2	year 3	year 4
1	\$ 11.32	\$ 12.14	\$ 13.02	\$ 13.96	\$ 15.00
2	\$ 12.14	\$ 13.02	\$ 13.96	\$ 15.00	\$ 16.09
3	\$ 13.02	\$ 13.96	\$ 15.00	\$ 16.09	\$ 17.25
4	\$ 13.96	\$ 15.00	\$ 16.09	\$ 17.25	\$ 18.50
5	\$ 15.00	\$ 16.09	\$ 17.25	\$ 18.50	\$ 19.85
6	\$ 16.09	\$ 17.25	\$ 18.50	\$ 19.85	\$ 21.29
7	\$ 17.25	\$ 18.50	\$ 19.85	\$ 21.29	\$ 22.83
8	\$ 18.50	\$ 19.85	\$ 21.29	\$ 22.83	\$ 24.48

Supervisor Kenneth R. Fletcher
Treasurer Howard A. Pizzo
Clerk Mary R. Clark
Manager Brian T. Reed



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Trustee Dennis R. Fedewa
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Manager's Office

(517) 323-8590

To: Supervisor Kenneth R. Fletcher and Delta Township Board
From: Manager Brian T. Reed
Date: December 9, 2019
Subject: Universal Economic Development Policy & Agreement

At the December 2, 2019 Township Board Meeting, there was consensus from the Township Board to discuss a Universal Economic Development Policy and Agreement for potential tax incentives. Attached with this memo is a copy of the proposed the Universal Economic Development Policy and Agreement staff have drafted for the Township Board to review.

A policy will provide general guidance on the criteria the board will use when considering any request for tax incentives for existing or new businesses or development.

A Universal Economic Development Agreement will provide a separate contract/agreement to ensure that the Township values and public benefit are agreed to by the business or developer. Historically, any business applying for and industrial facilities tax abatement already signs a contract/agreement as part of the IFT process. A universal agreement will extend to other tax incentives to provide accountability for other tax incentive programs.

In both, the policy and agreement, the following criteria should be considered in determining what level of economic development incentives may be offered to an applicant. It is recommended the Township include commitments from the developer such as:

- Temporary and permanent Job creation/retention figures and annual reporting
- Developer/Business does not have any delinquent taxes with the Township
- Dates for commencement and completion of project
 - Starting and completing the project on time
- Employing and contracting with local labor and Delta-based firms as commercially practical with a preference for Delta-based firms first, then regional, and then state.
- Developer would use bid solicitations on commonly used sites such as the builders exchange
- Reporting requirements
 - Providing the Township with annual project progress reports and a project completion report.
 - Meeting Project performance measures
- Provide any necessary easements for water, sewer, sidewalk, pathway, or other utility that is for the Township and public benefit.

Please do not hesitate to contact me if you have any questions.

Delta Township Compiled Policy Manual

Title: Universal Economic Development Policy with Local Tax Incentives

Adoption Date: _____

General Purpose: To provide incentives for the retention and/or expansion of existing businesses located within Delta Township and to encourage the establishment of new targeted businesses within the Township. This policy does not commit the Township to provide economic incentives in any instance, nor does it restrict the Township from providing additional economic incentives in a specific instance as determined by the Township in the exercise of its sole discretion. This policy contains specific criteria, guidelines and procedures necessary to administer the economic development incentives effectively and fairly for the benefit of all of Delta Township.

Summary Statement of Policy: Economic development incentives are financial tools that enable the Township to provide opportunities and benefits for its businesses and residents. Delta Township provides economic development incentives in order to achieve its long-range vision of creating a diverse and sustainable economic base (as adopted in the Delta Township 2013 Comprehensive Plan). A sustainable economic base is achieved in part through the creation and retention of quality, higher paying jobs. A diverse and sustainable economy offers opportunity for improved quality of life for the residents of Delta Township. While capital investment and/or job creation/retention goals will be required for any economic development project seeking incentives pursuant to this Policy, the Township can require that a project seek to achieve additional goals. This Policy document sets forth a flexible framework for evaluating projects and proposals requesting economic development incentives.

Actual Policy as written:

Eligibility Requirements and Criteria

The Charter Township of Delta, at its sole discretion, may provide certain economic development assistance or incentives to attract, retain, or expand businesses located or to be located within the corporate limits of the Township that are consistent with the following requirements and criteria:

1. Temporary and permanent Job creation/retention figures and annual reporting;
2. Developer/Business does not have any delinquent taxes with the Township
3. Dates for commencement and completion of project
 - a. Starting and completing the project on time
4. Employing and contracting with as much local labor and Delta-based firms as commercially practical with a preference for Delta based firms first then regional then state.
5. Developer would use bid solicitations on commonly used sites such as the builders exchange
6. Reporting requirements
 - a. Providing the Township with annual Project progress reports and a Project completion
 - b. Meeting Project performance measures

7. Provide any necessary easements for water, sewer, sidewalk, pathway, or other utility that is for the public benefit of the Township.

Specific consideration will be given to projects which further the goals and objectives of the community, as well as those with a significant positive impact on diversifying existing markets, adding employment, expanding the local tax base through added improvement values, and increasing sales tax revenues to the Township.

Available Incentives

The Township offers a variety of incentives and assistance options for qualifying businesses. The specific type of incentive or assistance will depend upon the needs of the business as well as the benefits created by the proposed business. Incentives available for qualifying businesses include but are not limited to:

1. Industrial Facilities Exemptions
2. Brownfield Development
3. Commercial Rehabilitation

Procedural Guidelines

Any person, organization, or corporation desiring that Delta Township consider providing incentive to encourage local economic development is expected to comply with specific procedural guidelines required for each program. Nothing within these guidelines shall imply or suggest that the Township is under any obligation to provide tax abatement or any other incentive to any applicant.

Completion of the Application

Applicants will complete the required application process required by each tax incentive program.

Consideration of Incentives

1. The application and supplemental documentation are reviewed by Township Staff. Additional information may be requested at this time, as needed.
2. The Delta Township Board reviews the application. Additional information may be requested again, as needed.
3. If the Township Board is generally interested in granting an incentive for the project, a Universal Economic Development Agreement will be negotiated and drafted for the Township Board's consideration.
4. The incentive agreement will be brought before the Township Board at a regular or called meeting(s) for public presentation, discussion, and/or a final vote. Any tax incentive agreement must be approved at a regularly scheduled meeting of the Township Board.
5. Following a majority approval vote, the Township Manager or his or her designee will execute copies of the agreement. The Township will retain one original agreement and another original will be mailed to the contracted party.

The Township reserves the authority to enter into Universal Economic Development Agreements on a case-by-case basis at differing terms than any previous or existing agreement that may have been approved in the Township or elsewhere, whether of a similar scope and size or not. Nothing within these

guidelines shall imply or suggest that the Township is under any obligation to provide tax abatement or any other incentive to any applicant.

Evaluation

Each request for incentives will be evaluated by Township staff on an individual basis taking into consideration the following factors:

1. Revenue benefit to the Township.
2. Level of circumstances with the property characteristics that create challenges to development, redevelopment, or reuse.
3. Number and quality of jobs created.
4. Strength of public benefit to the Township.
5. Ability of the project to spur additional economic development in the Township.
6. Impact of the proposed development on existing businesses within the Township.
7. Level of compliance with any design guidelines as described in the Township's Zoning Ordinance.

Township staff will provide a written recommendation of full, partial, or no incentive to the Township Board based upon their review of the application and the applicant's consistency with the criteria described in this policy.

Written Agreement Required (Universal Economic Development Agreement)

All economic development incentives approved by the Township Board will be formalized in a written agreement between Delta Township and the recipient business, approved by the Township Board. The written agreement will include, without limitation, the following:

1. A timetable and list of the kinds of improvements or development that the project will include and conditions to assure that the project meets or exceeds the Township's requirements.
2. A complete description of the location of the proposed project.
3. A list of the kinds and amounts of property values, revenues, incomes or other public benefits that the proposed project will provide.
4. A provision establishing the duration of the agreement.
5. A provision identifying the incentives to be given.
6. A provision providing a tangible means for measuring whether the applicant and other responsible parties have met their obligations under the agreement.
7. A provision for cancellation of the agreement and incentives if the project is determined not to be in compliance with the agreement.
8. A provision for recapturing the value of Township incentives if the applicant does not comply with its duties and obligations under the terms of the agreement.
9. Provisions relating to administration, delinquent taxes, reporting requirements and indemnification.
10. A provision that the agreement may be amended by the parties by using the same procedure for approval as is required for entering into the agreement; and
11. Such other provisions as the Township Board shall deem appropriate.

Approval

All applications are considered on a case-by-case basis and all Universal Economic Development Agreements are subject to final approval by the Delta Township Board. Even though a project may meet the criteria set forth in this policy, an application may be denied for any reason at the discretion of the Township.

Annual Evaluation

At regular intervals throughout the year the Township will perform evaluations of approved Universal Economic Development Agreements in order to ensure compliance by all parties. At the end of each year, an incentive report will be generated and made available to the public which will summarize the status of each approved Universal Economic Development Agreement.

Performance and Compliance

All financial incentives granted by Delta Township are performance-based. Approved Universal Economic Development Agreements will include individual performance measures to be met and certified annually by the contracted party, and each Universal Economic Development Agreement may include specific recapture provisions intended to safeguard the Township from potential financial loss.

In accordance with provisions of the written agreement, the recipient business will be required to meet the following performance criteria:

1. Create jobs as agreed.
2. Make capital investment in real property as agreed.
3. Comply with all applicable governmental laws, rules and regulations.
4. Comply with any other terms and conditions imposed by the written agreement.

The Township reserves the right to audit a business to assure compliance with the written agreement. If an audit is deemed necessary, the cost of the audit will be the sole responsibility of the business.

Discontinuance of Incentives

If the performance criteria are not met or is altered significantly, the Township may require the incentive to be repaid in full or in part, as provided in the written agreement. Changing economic conditions and availability of funds may cause the Township Board to modify, amend, or discontinue the economic development incentives at any time. Economic development incentives may not be transferred or otherwise conveyed to any other party, unless agreed to by the Township Board.



CHARTER TOWNSHIP OF DELTA
7710 W. SAGINAW HIGHWAY
LANSING, MI 48917

**UNIVERSAL ECONOMIC
DEVELOPMENT AGREEMENT**

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- VII. ADDITIONAL ITEMS
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THIS UNIVERSAL ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made by and between the Charter Township of Delta, Michigan, a Michigan municipal corporation ("Township"), and [Insert Applicant Name], a [Insert Applicant Corporate Domicile and Type] ("Applicant" and collectively with the Township, the "Parties" and each a "Party").

I. STATEMENT OF PURPOSE

THIS AGREEMENT IS INTENDED FOR USE WITH DEVELOPMENT PROJECTS, USING ECONOMIC INCENTIVES, WHICH DO NOT REQUIRE THE TRANSFER OF TOWNSHIP-OWNED PROPERTY OR ASSETS. FOR THOSE PROJECTS THAT DO REQUIRE THE TRANSFER OF TOWNSHIP-OWNED PROPERTY, ASSETS, LIMITED FULL FAITH AND CREDIT, OR OTHER TOWNSHIP LIABILITIES, A COMPREHENSIVE DEVELOPMENT AGREEMENT (CDA) WILL BE REQUIRED.

Introduction:

The Township welcomes new investment and the creation and retention of jobs. To achieve these goals, the Township can offer a variety of economic incentives that are designed to facilitate the expansion, retention and attraction of businesses within the Township, as well as the rehabilitation and redevelopment of underutilized, vacant or environmentally contaminated properties.

Economic incentives ("Incentives") typically do not provide Township funds directly to developers or businesses, but rather encourage and reward them for undertaking and completing economic development projects ("Projects"). The completion of these Projects generates benefits to the citizens of Delta Township including employment opportunities, new tax revenues to pay for Township services and schools, the elimination of blight, a healthier environment and better places to live, work and play. Thus, incentives can be thought of as investments made by the Township to receive the benefits created by economic development projects.

Universal Economic Development Agreement Purpose:

Economic incentives are conditionally granted by the Township based upon specific commitments made by businesses and developers ("Applicants") during the incentive application and approval process. The purpose of this Agreement is for the Parties to define and agree on the specific commitments an Applicant is making as a condition for receiving an Incentive. Furthermore, it holds Applicants accountable in a clear and consistent way to fulfill their pledges made to receive the Incentive. The Agreement also provides a transparent document where the public can observe the terms under which the Incentive was granted. Finally, the Agreement establishes a reporting and verification process to ensure the Applicant fulfills its obligations to the Township and its citizens.

Applicant's Commitments to the Township:

As a condition of receiving economic incentives from the Township, Applicants are required to agree to the following project commitments:

1. Temporary and permanent Job creation/retention figures and annual reporting
2. Developer/Business does not have any delinquent taxes with the Township
3. Dates for commencement and completion of project
 - a. Starting and completing the project on time
4. Employing and contracting with local labor and Delta-based firms as commercially practical with a preference for Delta-based firms first, then regional, and then state.
5. Developer would use bid solicitations on commonly used sites such as the builders exchange
6. Reporting requirements
 - a. Providing the Township with annual project progress reports and a project completion report.
 - b. Meeting Project performance measures
7. Provide any necessary easements for water, sewer, sidewalk, pathway, or other utility that is for the Township and public benefit.

This agreement specifies the details of these commitments and clearly establishes the expectations the Township has for each project granted an incentive.

II. DEFINITIONS

As used in this Agreement, the definitions herein shall be the mutually understood meaning of the following terms:

"Acts" means the acts referenced in the definition of "Incentive."

"Annual Report" means a required written Project update due to the Township by January 31 of each calendar year prior to the Completion of Construction.

"Construction Phase of Project" means the period of time between the Commencement of Project and Completion of Construction.

"Commencement of Project" means the initiation by the Applicant of any material physical improvements made to land or real property within the Project Area after the Effective Date of this Agreement, consistent with the site and building plans approved by the Township for the Project.

"Completion of Construction" means the passage of final inspection and/or issuance of a Certificate of Occupancy by the Township for the Project, whichever occurs first.

"Effective Date of this Agreement" means the date on which all of the Incentives requested in the Applicant's application(s) are granted.

"Full-time Equivalent (FTE)" means a combination of full-time and part-time employees that represents all employees as a comparable number of full-time employees.

"Incentive" means a reimbursement from new tax revenue generated from a new development project or a reduction in Township taxes levied on new real or personal property, or other financial benefit to Applicant from the Township, for a limited number of years as specified in the applicable incentive agreement, and which may include, but is not limited to, those authorized by the, Brownfield Redevelopment Financing Act (Public Act 381 of 1996, as amended}, Plant Rehabilitation and Industrial Development Districts (Public Act 198 of I 974, as amended), Commercial Rehabilitation Exemption (P.A. 210 of 2005), and the Personal Property Tax Exemption authorized by Public Act 328 of 1998.

"Delta Township-based Firm" means a business entity that owns or leases an operationally-staffed office, warehouse, distribution center, wholesale or retail store, or other place of business, located within the corporate limits of the Township.

"Township" means the Delta Township Economic Development Corporation.

"Local Labor" means employees whose permanent domicile address is within the corporate limits of the Township.

"Michigan Labor" means employees whose permanent domicile address is within the state of Michigan.

"Michigan-based Firm" means a business entity that owns or leases an operationally staffed office, warehouse, distribution center, wholesale or retail store, or other place of business, located within the State of Michigan.

"Project" means the improvement of land or real property through private investment and/or creation or retention of jobs in the Township as defined in this Agreement.

"Project Area" means the property parcel(s) upon which the Project will occur.

"Project Completion" means the project has been completed per this Agreement

"Project Completion Date" means the date when project completion occurs.

"Project Completion Report" means a detailed written report and signed affidavit attesting to the of the Applicants attainment of the applicants project commitments.

"Project Performance Measures" means the qualitative and quantitative measures of a completed project's size and scope.

"Regional Labor" means employees whose permanent domicile address is within the Michigan counties of Clinton, Eaton, or Ingham.

"Regional-based Firm" means a business entity that owns or leases an operationally- staffed office, warehouse, distribution center, wholesale or retail store, or other place of business, located within the Michigan counties of Clinton, Eaton, or Ingham.

III. APPLICANT INFORMATION

A. Name of Project: _____

B. Address Location of Project: _____

C. Business Name of Applicant: _____

D. Name of Applicant's Parent Company: _____
(if applicable)

E. List Applicant's Managing Partner: _____
_____ %

F. List all Federal, State or other incentives and their estimated value that may be part of this Project:

G. Name of Financial Institution(s) funding the Project (if unavailable upon execution of this Agreement, Applicant agrees to furnish commitment letter(s) from lending institution(s) to the Township when available):

H. The Township Treasurer has verified in writing that the Applicant is not delinquent or late on any property taxes owed to the Township for all properties in which the Applicant has an ownership interest of greater than 50%.
 YES

I. The Township Attorney has received a written and signed affidavit from the Applicant and each person that has a 20% or greater ownership interest in the Applicant. The affidavit shall state either: (A) that the person is not currently engaged in litigation with the Township, or (B) that the person is currently engaged in litigation with the Township and has provided a basic description of the litigation.
 YES

IV. PROJECT DETAILS

A. Project Description:

B. Project Area:

The location of the Project is commonly known as

(Insert Address)

and legally described as follows (Insert all parcel numbers with their respective legal descriptions here):

(Insert additional pages if needed)

C. Below is a list of Township Incentive(s) requested for Project and number of years requested for each:

_____	_____ Years
_____	_____ Years
_____	_____ Years
_____	_____ Years

D. List all federal, state or other incentives and their estimated value that may be part of the Project:

E. Name of financial institution(s) funding the Project (if uncertain upon execution of this Agreement, Applicant agrees to furnish commitment letter(s) from financial institution(s) to the Township when available):

F. Estimated total investment in real property improvements for the Project. (Do not include real property purchase prices or soft costs such as architectural, engineering, financing and legal fees and other pre and post-construction expenses):

\$ _____

G. Estimated total investment in personal property to be located in the Project Area. (Do not include personal property that was previously purchased by the Applicant in connection with another location or project within the Charter Township of Delta, provide this information separately):

\$ _____

H. Estimated number of full-time equivalent Jobs Created (FTE) upon Project Completion:

I. Estimated average hourly wage or annual salary of new permanent Jobs created at Project Completion:

\$ _____ average annual wage.

J. Will these new jobs provide fringe benefits, such as medical and dental insurance and retirement contributions?

YES NO

Estimate the average hourly rate or annual amount attributable to such benefits:

\$ _____.

K. Estimated number of full-time equivalent Jobs Retained (FTE) upon Project Completion:

L. Estimated average hourly wage or annual salary of Jobs Retained \$ _____ average annual wage.

M. Will these retained jobs provide fringe benefits, such as medical and dental insurance and retirement contributions?

YES NO

Estimate the average hourly rate or annual amount attributable to such benefits

\$_____.

N. Estimated average number of full-time equivalent (FTE) construction jobs onsite during the Construction Phase of Project:

_____.

O. Estimated average hourly wage of full-time equivalent (FTE) construction on jobs onsite during the Construction Phase of Project (if applicable):

\$_____ per hr.

P. Will these construction jobs provide fringe benefits, such as medical and dental insurance and retirement contributions?

YES NO

Estimate the average hourly rate or annual amount attributable to such benefits

_____.

V. TERMS AND CONDITIONS FOR PROJECT COMPLETION

The Parties acknowledge that the Applicant has made representations contained within its application, and the additions above, with the purpose and intent of Township’s reliance thereon, as well as for compliance with the Act, as amended, and the Township relies upon these representations in its determination that the Incentive should be approved.

The Applicant and the Township desire to enter into this Agreement whereby the Applicant and Township specify and agree on the Applicant's Project Commitments under which the Incentive will be granted. Nothing in this Agreement supersedes or diminishes any rights of the Township or the State of Michigan established by federal, state, or local law or regulations.

NOW, THEREFORE, in consideration of the above recitals and premises set forth above, and the mutual covenants, agreements, and promises herein contained and pursuant to all state and federal laws, the Parties agree the Township verified fulfillment of the following Applicant Project Commitments will meet the Township's requirements for Project Completion:

Applicant Project Commitments:

I. Commitment to Commencement and Completion of Project Dates:

Applicant agrees the Commencement of Project shall occur by: _____

Applicant agrees the Project Completion Date shall be no later than: _____

II. Commitment to Hiring Local Labor and Delta Township-based Firms:

The Parties, in order to clarify the intent that projects receiving development incentives from the Township employ as much Local Labor as is reasonably possible agree as follows:

1. The Applicant agrees and commits to employing and contracting with as much Local Labor and Lansing-based Firms as commercially practical to complete the Construction Phase of the Project. After Local Labor and Delta Township-based Firms have been deemed exhausted, the Applicant agrees and commits to employing and contracting with Regional, and then Michigan, Labor and Firms, with notice to the Township at each step, as described below.
2. Local Labor Preference:
 - a. Applicant agrees that if it deems necessary to not hire Local Labor or Lansing-based Firms for any portion of the Construction Phase of the Project, Applicant must, within 30 business days of Commencement of Project, provide to the Township a written statement of that fact and an explanation of why it was necessary.
 - b. Applicant agrees that once it has deemed necessary to not use Local Labor or Lansing-based Firms, it will focus next on Regional Labor or Regional-based Firms to complete the Construction Phase of the Project. If Applicant deems necessary to not hire Regional Labor or Regional-based Firms for any portion of the Construction Phase of Project, Applicant must, within 30 business days of Commencement of the Project, provide to the Township a written statement of that fact and an explanation of why it was necessary.
 - c. Applicant agrees that once it has deemed necessary to not use Regional Labor or Regional-based Firms, it will focus next on Michigan Labor or Michigan-based Firms to complete the Construction Phase of the Project. If Applicant deems necessary to not hire Michigan Labor or Michigan-based Firms for any portion of the Construction Phase of Project, Applicant must, within 30 business days of Commencement of the Project, provide to the Township a written statement of that fact and an explanation of why it was necessary.
3. Applicant (if applicable) agrees to post, and to contractually require its agents to post, all initial bid solicitations or request for bids ("Bid Solicitations") by the Applicant or their agents for a minimum of 15 days ("Posting Period") on the Builders Exchange of Lansing and Central Michigan ("Builders Exchange") and to document such Bid Solicitations, unless Applicant deems the use of certain contractors or subcontractors are critical to the success of the Project or portions of the Project. If Applicant bypasses Builders Exchange because it deems the use of a certain contractor or subcontractor as critical to the success of the Project or portions of the Project, Applicant must, within 30 business days of such hiring, provide to the Township a written statement of that fact and an explanation of why the use of the contractor or subcontractor was so critical. The Bid Solicitations must be available to all Builders Exchange users.

4. Within 45 business days of the Commencement of Construction and at the close of each quarter of the fiscal year thereafter, the Applicant must provide to the Township, a list of all contractors and subcontractors selected to enter into an agreement to perform all or part of the work solicited in the Bid Solicitation ("Selected Bidders List"). The Selected Bidders List must include the following information:
 - a. Business Name
 - b. Address (number, street, and apt. or suite no.)
 - c. Township, state, and ZIP code
 - d. Telephone Number
 - e. Employer ID Number (EIN)
 - f. Primary Contact Person (Authorized Representative)
 - g. Corresponding Builders Exchange Bid Solicitation Number
5. The Applicant will not be required to participate in the above Bidding Process, if doing so would result in the violation of federal rules, including but not limited to, homeland security or the disclosure of classified information.
6. The Township acknowledges and agrees that some information submitted by Applicant is confidential and proprietary. Accordingly, the Township agrees to reasonably assert to the extent applicable to the information provided and as allowable by law, that such information reported by Applicant to the Township is exempt from disclosure pursuant to, including without limitation Section 13 of, the Michigan Freedom of Information Act, 1976 PA 442, as amended.

III. Commitment to Pay Township Property Taxes:

1. Applicant agrees to notify the Township Treasurer and Township Assessor of any and all ownership or legal structure changes during the term of any incentives approved for the Project.
2. Applicant agrees that if property taxes applicable to the personal property owned by the Applicant that is identified with the Project are not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the Township may exercise any and all remedies available to it under law, including the commencement of litigation to recover the amount of tax and interest thereon.
3. Applicant agrees that if any property tax applicable to the real property owned by the Applicant that is identified with the Project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the Township may exercise any and all remedies available to it under law, including the commencement of litigation to recover the amount of tax and interest thereon.

V. Commitment to Reporting Requirements:

Prior to Project Completion the Applicant shall file an Annual Report with the Township on the Applicant's progress toward fulfilling their Applicant Project Commitments: Reports shall be submitted in compliance with all Township reporting requirements. Applicant understands and agrees that the information submitted to the Township will be available for public viewing, unless prior approval is requested and granted for specific confidential business information that is not subject to disclosure under the Freedom of Information Act (Public Act 442 of 1976, being MCL 15.231 et. seq., as amended). The Applicant shall file an Annual Report, Exhibit A, to the Township by no later than _____ of each year for the term of this Agreement or upon Project Completion, whichever occurs first.

No later than sixty (60) days after the Project Completion Date, the Applicant shall provide in writing to the Township a Project Completion Report that includes a detailed written documentation and a signed affidavit attesting to the Applicants fulfillment of the Applicant Project Commitments Exhibit B. Within 60 days of receiving the Project Completion Report, or 90 days after the end of the Project Completion Date, the Township shall review all submitted documents for completeness and forward to the Township Administration.

Within 60 days after receiving the Project Completion Report and supporting documents the Township Administration shall review and determine if the Applicant has met all Terms and Conditions of Project Completion. Upon determining the Applicant Project Commitments were fulfilled, the Township's Chief Executive Officer shall notify the Applicant in writing that Project Completion has been achieved per this Agreement.

If the Township Administration finds the Applicant Project Commitments have not been met per this Agreement, the Applicant will be notified in writing and given a thirty (30) day extension to provide additional documentation to the Township. Within 60 days after the end of the extension period, the Township Administration shall make its final review and determine if the Applicant Project Commitments were fulfilled. Upon determining the Applicant Project Commitments were fulfilled, the Township's Chief Executive Officer shall notify the Applicant in writing that Project Completion has been achieved per this Agreement. If the Township Administration determines the Applicant has not fulfilled the Applicant Project Commitments per this Agreement, the Applicant will be considered in default of the Agreement.

VI. BREACH OF AGREEMENT BY APPLICANT

Failure of performance or non-compliance with this Agreement and to the, Terms and Conditions for Project Completion, shall constitute a breach of this Agreement by Applicant and, in addition to other available remedies available to the Township under this Agreement and under law and regulation, shall subject the Applicant to incentive revocation and/or the suspension of the incentive. Further, such failure and non-compliance shall be considered as relevant information in consideration of the approval of all future incentive applications to the TOWNSHIP or Township by the Applicant or any person or entity with (25%) or more ownership in the Project.

A. Default by Applicant

If Applicant shall fail to perform any of its obligations under this Agreement, including any of the Terms and Conditions for Project Completion, the Township shall provide written notice of such failure to perform and serve Applicant in person, or by certified mail with return receipt, of a Notice of Default specifying the performance failures. After service of the notice, the Applicant shall have a cure period of: ten (10) business days from the service of such notice to cure any monetary failure; and thirty (30) days to cure any non-monetary failure. If any failure to perform shall not have been cured by the expiration of the applicable cure period, then a "Default" by Applicant shall be deemed to have occurred and declared and the Township may terminate this Agreement and shall have all rights and remedies at law, including Incentive Revocation.

B. Default Procedures, Remedies

Township shall have all the rights and remedies available at law, in equity or in this Agreement to enforce the rights and obligations under this Agreement. All remedies shall be cumulative, and none will be exclusive of any other. The exercise of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same Default or breach or of any of its remedies for any other Default or breach by the other party. No waiver made by with respect to the performance, or manner or time thereof, or any obligation under the Agreement shall be considered a waiver of any rights with respect to the particular obligation or condition beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the Township.

VII. **ADDITIONAL ITEMS**

A. Township's Rights

Nothing in this Agreement shall supersede the Township's ability to request the State Tax Commission to revoke the Incentive as otherwise provided, or as may hereafter be provided, under the Acts, as amended. Nothing in this Agreement supersedes or diminishes any rights of the Township or the State of Michigan established by federal, state, or local law or regulations.

B. Governing Law

This Agreement shall be construed in accordance with Michigan law. All actions arising from this Agreement shall be brought in a state court of competent jurisdiction in Eaton County, Michigan, or in the federal courts in the Western District of Michigan, Southern Division.

C. Ambiguity

This Agreement and all its terms and conditions shall be considered as if drafted by both Parties.

D. Assignability

The Developer shall have the right with the Township's written approval, including fulfillment of any conditions contained in such approval, to assign or transfer this Agreement with all of their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Developer shall provide the Township with written notice of any intent to assign, or transfer all or a portion of the Project, at least 30 days in advance of such proposed action. Developer may free itself from further obligations relating to the assigned interest, if approved by Township, provided that the permitted assignee expressly assumes the obligations under this Agreement as provided herein.

E. Notices

All notices and other communications required or permitted under this Agreement must be in writing, shall be addressed to the Party to be notified at the address set forth below or at such other address as each Party may designate for itself from time to time by notice hereunder, and shall be deemed to have been given, delivered or served upon the earliest of: (i) 5 business days after deposit in the U.S. Mail, for delivery by certified or registered mail, with proper postage prepaid and return receipt requested, or (ii) 1 business day after deposit with a nationally recognized overnight delivery carrier for next day delivery, or (iii) on the date of personal delivery.

If to Developer: [insert info]

With a copy to: [insert info]

If to the Township: [insert info]

With a copy to: [insert info]

F. Right in Third Parties

This Agreement is not intended nor shall it create any rights, expectations or benefit to any third party, including but not limited to, any creditor of the Parties.

G. Severability

The invalidity of any portion of this Agreement shall not affect the validity of the remainder thereof.

H. Subsequent Waivers

One or more waivers of any provision, covenant, or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same provision, covenant, or condition, or as a waiver of a subsequent breach of other provisions, covenants, or conditions. The consent or approval to or for any act shall not be deemed to render unnecessary the consent or approval to or for any subsequent similar act.

I. Termination

Unless terminated earlier pursuant to the terms and conditions of this Agreement, this Agreement shall terminate on: _____

J. Covenant to Abide by Law

In the performance of all Project activities, Applicant agrees to abide by federal, state, and local law and regulation.

K. Amendments and Modification

The term and conditions of this Agreement cannot be waived, modified or amended unless agreed and executed in writing by both Parties.

L. Entire Agreement

This Agreement contains the entire Agreement between the Parties and any representations, oral or written, which occurred between the Parties prior to the date of execution of this Agreement and which are not contained in this Agreement are not binding on either Party.

M. Delay, Extensions and Township Approval

In the event of an unavoidable delay ("Enforced Delay") in the performance by the Developer of its obligations under this Agreement due to unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or acts of war or terrorism; legislative regulatory acts of the federal, state, county, Township or local government that directly impact the Project; acts of the judiciary not resulting from the Developer's breach of this Agreement or fault of the Developer, including injunctions, temporary restraining orders and decrees; fires; floods; epidemics; unanticipated and reasonably unforeseen environmental contamination not discoverable by the exercise of reasonable Developer due diligence; strikes; lock-outs, labor trouble; inability to procure materials; failure of power; riots, insurrection, war, acts of gross negligence of the Township or its agents or other reason of like nature not the fault of the Developer, the time for performance of such obligations shall be extended for the period of the Enforced Delay. Provided, however, in order to claim any such time extension or period of Enforced Delay, Developer shall notify Township of such claim no later than ten days from the occurrence of any such unforeseeable cause arising under this Section VII (M).

With respect to any matters that are within the discretion or approval of the Township, the Township shall: (i) act reasonably in all dealings with the Developer, (ii) not unreasonably withhold, condition, or delay any approvals within its discretion, and (iii) act reasonably to assist the Developer in completion of the Project.

N. Cooperation

The Parties shall take such further actions and deliver and execute such additional documents as are reasonably necessary to effectuate the terms and intent of this Agreement. The Parties shall work cooperatively to obtain any and all permits, approvals, waivers, certificates of occupancy, rental licenses, liquor licenses, and any other approval required to effectuate the Parties' intent contemplated under the terms of this Agreement.

O. Prior Activities

This Agreement shall not govern the activities of the Developer prior to the Effective Date of this Agreement.

P. Authority

The Township and the Developer each warrant and represent to the other that this Agreement and the terms and conditions thereof have been duly authorized and approved by, in the case of the Township, its Township Council and all other authorities whose approval may be required as a precaution to the effectiveness hereof, and as to the Developer, by the members or managers thereof, as applicable. The Parties agree to provide such opinions of counsel as to the due authorization and binding effect of this Agreement as the other Party shall reasonably request.

Q. Survival

The terms, conditions, promises, representations, obligations, and covenants set forth in Section V (C) shall survive Project Completion and the terms, conditions, promises, representations, obligations, and covenants set forth in Sections VI and VII shall survive any termination of this Agreement.

VIII. SIGNATURES

IN WITNESS WHEREOF, the undersigned Parties hereto execute this Agreement as of the day and year first above written.

WITNESSES:

Name: _____

Title: _____

APPLICANT NAME:

By: _____

Its: _____

CHARTER TOWNSHIP OF DELTA:

Name: _____

Title: _____

By: _____

Kenneth R. Fletcher

Its: Supervisor

CHARTER TOWNSHIP OF DELTA:

Name: _____

Title: _____

By: _____

Mary R. Clark

Its: Clerk