



**Regular
Downtown Development Authority
Board of Directors Meeting**

**Monday, November 30, 2020
12:00 p.m.**

**Cedar Springs City Hall
66 S. Main St.
Cedar Springs, Michigan**

1. Call the meeting to order. Pledge of Allegiance.
2. ROLL CALL:

Bernie Beier	_____
Laura Ensley	_____
Jody Arp	_____
Gerald Hall, Mayor	_____
Perry Hopkins	_____
Sally Howland	_____
Rose Ellen Powell	_____
Dave Ringler	_____
Todd Vriesenga	_____

3. PUBLIC COMMENTS.

Those citizens wishing to speak on agenda and non-agenda items will be allowed a maximum of four minutes each to address their concerns. This is the only time during the meeting that citizens are allowed to address the Downtown Development Authority. Please state your name and address for the record if you would like.

4. CONFLICTS OF INTEREST AND EX-PARTE COMMUNICATION INQUIRY

5. APPROVAL OF AGENDA

6. CONSENT AGENDA.

- A. Motion to approve the minutes of the Regular Meeting September, 28, 2020.
- B. Motion to accept and file the financial report.
 - a. Balance Sheet Report
 - b. Revenue and Expense Report

7. UNFINISHED BUSINESS.

- A. Mural at 71 N. Main St.
- B. Discussion on Welcome sign to be painted on City building at Staging Area.
 - a. Pressure wash & paint one side of building/backdrop 9.5'x60': \$1,100
 - b. Painting 4'x20' graphic: \$2,000
 - c. Painting 6'x30' graphic: \$2,800
 - d. Anti-Graffiti Clear Coat: \$1,200

Estimated cost 4X20=\$4300
6X30=\$5100

8. NEW BUSINESS.

- A. Resolution No. 2020 – 01 A Resolution To Establish The Regular Meeting Dates Of The Downtown Development Authority Board From January 2020 To December 2020.
- B. Motion to approve and authorize the City Manager to execute an Access Easement Agreement over the City parking lot located at 37 E Cherry Street with VISIO CLARA LLC.
- C. Discussion on downtown holiday lights and encouraging downtown businesses to add holiday lights to their storefronts.
 - a. Sparta Downtown Lights
 - b. Optional motion to authorize the payment of up to \$50 per business for the purchase and installation of new holiday lights to be displayed during the months of December and January, maximum 20 businesses (must be a DDA business).
 - c. Two options for payment:
 - i. First 20 businesses to submit copy of receipt for newly purchased lights will be reimbursed for up to \$50 of that purchase. Any business that submits after first 20 is not eligible for repayment
 - ii. Businesses must first request and receive approval for their purchase and then submit receipt afterwards to receive payment (preapproval eliminates disappointed businesses after initial 20)

9. CORRESPONDENCE.

A.

10. CITY MANAGER/DDA DIRECTOR'S REPORT.

11. TRUSTEE COMMENTS.

12. ADJOURNMENT.

The next DDA meeting is Monday, December 21, 2020 at 12 p.m.



**Regular
Downtown Development Authority
Board of Directors Meeting**

MINUTES

**Monday, September 28, 2012
12:00 p.m.**

**Cedar Springs City Hall
66 S. Main St.
Cedar Springs, Michigan**

1. Ringler called the meeting to order at 12:04 p.m. Pledge of Allegiance was not recited.

2. ROLL CALL:

Bernie Beier	<u>Present</u>
Laura Ensley	<u>Present</u>

Gerald Hall, Mayor	<u>Absent</u>
Perry Hopkins	<u>Present</u>
Sally Howland	<u>Absent</u>
Rose Ellen Powell	<u>Present</u>
Dave Ringler	<u>Present</u>
Todd Vriesenga	<u>Present</u>

3. PUBLIC COMMENTS.

Those citizens wishing to speak on agenda and non-agenda items will be allowed a maximum of four minutes each to address their concerns. This is the only time during the meeting that citizens are allowed to address the Downtown Development Authority. Please state your name and address for the record if you would like.

None.

4. CONFLICTS OF INTEREST AND EX-PARTE COMMUNICATION INQUIRY

None.

5. APPROVAL OF AGENDA

Motion by **P. Hopkins** seconded by **R. Powell** to approve the agenda with changes to 7A Draft Picture Addition and 8D Incubator Businesses.

Voice Vote

6-0

Motion Carried

6. CONSENT AGENDA.

- A. Motion to approve the minutes of the Regular Meeting July 27th, 2020.
- B. Motion to approve the minutes of the Regular Meeting June 29th, 2020.
- C. Motion to accept and file the financial report.
 - a. Balance Sheet Report
 - b. Revenue and Expense Report

Motion by **L. Ensley** seconded by **P. Hopkins** to approve the minutes of the Regular Meeting July 27, 2020 minutes of the Regular Meeting June 29th, 2020, and to approve and file the financial report.

Voice Vote

6-0

Motion Carried

7. UNFINISHED BUSINESS.

- A. Mural at 71 N. Main St.

Ensley stated the artist formerly selected was too busy to complete the project and presented another submission by her employee that is within the budgeted amount.

- B. Main St. Trash Bins and Cigarette Butt Holders

Womack confirmed that the Butt Holders were received and four per block and requested direction if they should all be placed or some held in reserve for replacement.

Ringler stated they should all be put out since that is why they were purchased.

- C. Downtown shopping map
 - a. I don't like the drab color.
 - b. I think that each business name listed should also have a line indicating their main services (i.e. "Retail" "Food and Drink" etc.)
 - c. I don't like the jagged lines, its looks amateurish.
 - d. I'd like to add the municipal parking lots with # of spaces listed at each one.
 - e. I'd prefer a north-south lay out because our City is laid out on that axis.
 - f. It would be nice to extend from 18 mile down to 17 Mile, if possible.

8. NEW BUSINESS.

- A. Cauldron decorating on Main Street
- B. Discussion on Welcome sign to be painted on City building at Staging Area.
 - a. Pressure wash & paint one side of building/backdrop 9.5'x60': \$1,100
 - b. Painting 4'x20' graphic: \$2,000
 - c. Painting 6'x30' graphic: \$2,800
 - d. Anti-Graffiti Clear Coat: \$1,200

Estimated cost 4X20=\$4300

6X30=\$5100

C. Discussion on October 2nd-4th and Halloween events and activities

9. CORRESPONDENCE.

A. Banner installation and quote

10. CITY MANAGER/DDA DIRECTOR'S REPORT.

11. TRUSTEE COMMENTS.

12. ADJOURNMENT.

Motion by **Ringler** seconded by **P. Hopkins** to adjourn the meeting at 1:12 p.m.

Voice Vote

6-0

Motion Carried

Shandell Napieralski, Deputy City Clerk

David Ringler, Chairperson

The next DDA meeting is Monday, October 26, 2020 at 12 p.m.

Fund 250 Downtown Development (DDA)

GL Number	Description	Balance
*** Assets ***		
250-000.000-001.100	General Checking - Independent Bar	43,930.94
Total Assets		43,930.94
*** Liabilities ***		
250-000.000-209.000	State Unemployment Tax Payable	0.05
Total Liabilities		0.05
*** Fund Balance ***		
250-000.000-390.000	Unrestricted Fund Balance	21,473.49
Total Fund Balance		21,473.49
Beginning Fund Balance		21,473.49
Net of Revenues VS Expenditures		22,457.40
Ending Fund Balance		43,930.89
Total Liabilities And Fund Balance		43,930.94

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 11/30/2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 11/30/2020	ACTIVITY FOR MONTH 11/30/2020	AVAILABLE BALANCE	% BDGT USED
Fund 250 - Downtown Development (DDA)						
Revenues						
Dept 000.000						
250-000.000-401.100	Captured City Taxes	16,930.00	19,312.76	0.00	(2,382.76)	114.07
250-000.000-402.100	Captured Comm College Taxe	1,810.00	2,052.33	0.00	(242.33)	113.39
250-000.000-402.200	Captured Kent County Taxes	6,180.00	4,962.04	0.00	1,217.96	80.29
250-000.000-698.000	Miscellaneous	0.00	120.00	0.00	(120.00)	100.00
Total Dept 000.000		24,920.00	26,447.13	0.00	(1,527.13)	106.13
TOTAL REVENUES		24,920.00	26,447.13	0.00	(1,527.13)	106.13
Expenditures						
Dept 740.000 - DDA						
250-740.000-702.000	WAGES - FULL TIME EMPLOYEES	2,500.00	113.68	0.00	2,386.32	4.55
250-740.000-725.000	Unemployment EmPLY Benefit Exp	0.00	0.05	0.00	(0.05)	100.00
250-740.000-782.000	Material Expense	1,000.00	821.09	0.00	178.91	82.11
250-740.000-801.000	PROF SVC - PORTABLE RESTROOMS	500.00	0.00	0.00	500.00	0.00
250-740.000-871.100	PARKING LOTS W/ SIGNS	5,000.00	0.00	0.00	5,000.00	0.00
250-740.000-871.200	STREET SIGNS	500.00	44.90	0.00	455.10	8.98
250-740.000-871.300	BENCHES/GARBAGE CANS	5,000.00	0.00	0.00	5,000.00	0.00
250-740.000-871.400	BANNERS OR PUBLIC ART	5,000.00	3,000.00	1,000.00	2,000.00	60.00
250-740.000-871.500	FLOWER BOX EXPENSE	1,500.00	0.00	0.00	1,500.00	0.00
250-740.000-900.000	Printing/Publishing Expense	200.00	0.00	0.00	200.00	0.00
250-740.000-918.000	Pension Expense	0.00	1.32	0.00	(1.32)	100.00
250-740.000-919.000	Social Security Expense	0.00	8.69	0.00	(8.69)	100.00
250-740.000-922.000	Water Utility Expense	100.00	0.00	0.00	100.00	0.00
250-740.000-940.000	Equipment Rental Expense	1,000.00	0.00	0.00	1,000.00	0.00
250-740.000-956.000	MISC/CONCERTS/BIKE RACE	2,000.00	0.00	0.00	2,000.00	0.00
250-740.000-999.100	Appropriation to Fund Balance	620.00	0.00	0.00	620.00	0.00
Total Dept 740.000 - DDA		24,920.00	3,989.73	1,000.00	20,930.27	16.01
TOTAL EXPENDITURES		24,920.00	3,989.73	1,000.00	20,930.27	16.01
Fund 250 - Downtown Development (DDA):						
TOTAL REVENUES		24,920.00	26,447.13	0.00	(1,527.13)	106.13
TOTAL EXPENDITURES		24,920.00	3,989.73	1,000.00	20,930.27	16.01
NET OF REVENUES & EXPENDITURES		0.00	22,457.40	(1,000.00)	(22,457.40)	100.00



**CITY OF CEDAR SPRINGS
DOWNTOWN DEVELOPMENT AUTHORITY BOARD**
Kent County, Michigan

DDA Board member _____, supported by DDA Board member _____, moved the adoption of the following resolution:

RESOLUTION NO. 2021 – 01

**A RESOLUTION TO ESTABLISH THE REGULAR MEETING DATES
OF THE DOWNTOWN DEVELOPMENT AUTHORITY BOARD
FROM JANUARY 2021 TO DECEMBER 2021.**

WHEREAS, the Bylaws of the Downtown Development Authority (Article VI. Meetings, Section 2 Regular Meetings) provides for the DDA Board to schedule four regular meetings each year.

NOW, THEREFORE, BE IT RESOLVED:

- 1.) that the DDA Board establishes the following dates as the Regular Meeting dates for the 2021 calendar year:

January 25, 2021 [∞]	12:00 p.m.
February 22, 2021	12:00 p.m.
March 29, 2021 [∞]	12:00 p.m.
April 26, 2021	12:00 p.m.
*May 24, 2021	12:00 p.m.
June 28, 2021	12:00 p.m.
July 26, 2021	12:00 p.m.
August 30, 2021	12:00 p.m.
September 27, 2021	12:00 p.m.
October 25, 2021	12:00 p.m.
*November 22, 2021	12:00 p.m.
*December 20, 2021	12:00 p.m.

Commented [c1]: Reorganizational Meeting and Informational Meeting

Commented [c2]: Present Budget

Commented [c3]: Budget Public Hearing, Budget Passage, and Informational Meeting

Commented [c4]: Set meeting Dates for the next year

[∞]Indicates Downtown Development Authority Informational Meeting

*Indicates that the scheduled date does not fall on the regularly scheduled day

YEAS: Board Members: _____

NAYS: Board Members: _____

ABSENT: Board Members: _____

ABSTAIN: Board Members: _____

DDA RESOLUTION NO. 2020 – 01 DECLARED ADOPTED.

Dated: November 23, 2020

Rebecca Johnson, City Clerk

CERTIFICATION

I certify that this is a true and complete copy of a resolution adopted by the Cedar Springs DDA Board at a Regular Meeting held on November 23, 2020 and that public notice of that meeting was given pursuant to Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: November 23, 2020

Rebecca Johnson, City Clerk

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (the “Agreement”) is made and entered into as of _____, 2020, by and between the **CITY OF CEDAR SPRINGS**, a Michigan municipal corporation, and the **CEDAR SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY**, a Michigan municipal authority, both located at 66 S. Main Street, Cedar Spring, Michigan 49319 (jointly “Grantor”), and **VISIO CLARA LLC**, a Michigan limited liability company (“Grantee”), whose mailing address is 769 Chicago Road, Floor 2, Troy, Michigan 48083. Grantor and Grantee are together hereinafter referred to as the “Parties”.

RECITALS

A. Grantor is the fee simple owner of a certain parcel of land located in the City of Cedar Springs, County of Kent, State of Michigan, more particularly described on **Exhibit “B”** attached hereto (the “Grantor Parcel”).

B. Grantee is the fee simple owner of a certain parcel of land located in the City of Cedar Springs, County of Kent, State of Michigan, more particularly described on **Exhibit “C”** attached hereto (the “Grantee Parcel”).

C. Grantor has agreed to grant, for the benefit of the Grantee Parcel, a perpetual, non-exclusive easement for ingress and egress of pedestrian and vehicular traffic, across a portion of the Grantor Parcel, on the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, for One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor and Grantee agree as follows:

OPERATIVE PROVISIONS

1. Access Easement. Grantor hereby grants to Grantee, and for the benefit of the Grantee Parcel, a perpetual non-exclusive easement for the sole purpose of ingress and egress of vehicular and pedestrian traffic across that portion of the Grantor Parcel (the “Access Easement”) legally described and depicted (in red) on **Exhibit “A”** attached hereto. The Access Easement shall be used by Grantee, its tenants, subtenants, licensees, contractors, employees, agents, invitees, and guests solely for vehicular and pedestrian ingress and egress to and from the Grantee Parcel and N 1st Street and for no other purpose or purposes, and shall be used, if at all, by Grantee, its respective tenants, subtenants, licensees, contractors, employees, agents, invitees, and guests, in common together with Grantor and any tenants, subtenants, licensees, employees, agents, and invitees and others to whom the Grantor may, from time to time, grant the use thereof.

2. Reservations. Grantor shall not erect any permanent above ground structure within the limits of the Access Easement that impedes access, but shall at all times have the right to make such other use thereon, including, without limitation, installation of paved walks, drives, curbs, speed bumps, and/or parking areas, as shall not be inconsistent with the exercise by Grantee of the rights and privileges granted to it hereunder.

3. Use of Easement Area. Grantee acknowledges that Grantor may grant other easements and encumbrances over and across the Access Easement that do not interfere with Grantee's use of the Access Easement in accordance with this Agreement. The easement herein granted to Grantee is made subject to all covenants, conditions, restrictions, encumbrances, and easements of record.

4. Restrictions on Use of Easement. Grantee shall not improve, regrade, pave, extend, or otherwise alter the Access Easement without the express prior written permission of Grantor, which may be granted or withheld in Grantor's sole discretion. Grantee shall not erect any building, permanent or temporary structure, fence or any other improvement that would interfere with use of the Access Easement, nor obstruct the Access Easement.

5. Indemnity. Grantee will indemnify, defend, and hold Grantor, and the Grantor's successors, grantees and assigns, agents and employees, harmless from any and all costs, expenses, claims, debts, causes of action or judgments as a result of any damage to any property or injury to any person arising from or related to use of the Access Easement.

6. Insurance. Grantee shall maintain public liability insurance, naming Grantor as an additional insured, and insuring against all claims from injuries to persons and damages to property resulting from the use or maintenance of the Access Easement in an amount of not less than one million dollars per claim. The foregoing may be met by such party carrying a general liability policy with comparable provisions, including a thirty (30) day notice to Grantor before cancellation or termination of the policy.

7. Maintenance. Grantor shall maintain the Access Easement as necessary in its sole discretion, to include patching, restriping and removing of snow and ice as it deems necessary. Any damage to the Access Easement (other than reasonable wear and tear) caused by Grantee, its tenants, subtenants, licensees, contractors, employees, agents, invitees, and guests shall be repaired by Grantee at its sole expense.

8. Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provisions set forth herein. Should any provision hereof be declared invalid by legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and should be unaffected by same.

9. Amendments. This Agreement may only be amended by the mutual written agreement of the Parties hereto. This Agreement may be executed in counterpart originals, each of which, when taken together, shall be deemed one and the same instrument.

10. Covenants Running with the Land. All of the covenants, conditions, agreements and restrictions set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, and inuring to the benefit of and enforceable by the Parties hereto, their respective successors and assigns, upon the terms, provisions and conditions herein above set forth.

11. Counterparts. This Agreement may be executed by the Parties on any number of separate counterparts and all such counterparts so executed constitute one agreement binding on the Parties, notwithstanding that all Parties are not signatories to the same counterpart.

12. No Public Dedication. Nothing contained in this Easement is or will be construed as a public dedication of the Easement or of any roadway constructed therein.

13. Transfer Tax. This Easement Agreement is exempt from state and county transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTOR:

CITY OF CEDAR SPRINGS,
a Michigan municipal corporation

By: _____
Its: Mayor

By: _____
Its: Clerk

**CITY OF CEDAR SPRINGS DOWNTOWN
DEVELOPMENT AUTHORITY,**
a Michigan municipal authority

By: _____
Its: President

GRANTEE:

VISIO CLARA LLC,
a Michigan limited liability company

By: _____
Its: _____

Acknowledgements

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by _____ and _____, as Mayor and City Clerk, respectively, of the City of Cedar Springs, a Michigan municipal corporation, on behalf of said entity, who are personally known to me or who have produced their _____ as identification.

*
Notary Public, Kent County, Michigan
Acting in the County of Kent
My commission expires: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by _____, as _____ of City of Cedar Springs Downtown Development Authority, a Michigan municipal authority, on behalf of said entity, who is personally known to me or who produced his/her _____ as identification.

*
Notary Public, Kent County, Michigan
Acting in the County of Kent
My commission expires: _____

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by _____, as _____ of Visio Clara LLC, a Michigan limited liability company, on behalf of said entity, who is personally known to me or who has produced his/her _____ as identification.

*
Notary Public, Kent County, Michigan
Acting in the County of Kent
My commission expires: _____

THIS INSTRUMENT WAS PREPARED BY:

Giuliano D. Mancini, Esq.
Dykema Gossett PLLC
400 Renaissance Center
Detroit, Michigan 48243

AFTER RECORDING RETURN TO:

Visio Clara LLC
769 Chicago Road, Floor 2
Troy, Michigan 48083
Attention: John Abbo

EXHIBIT "A"

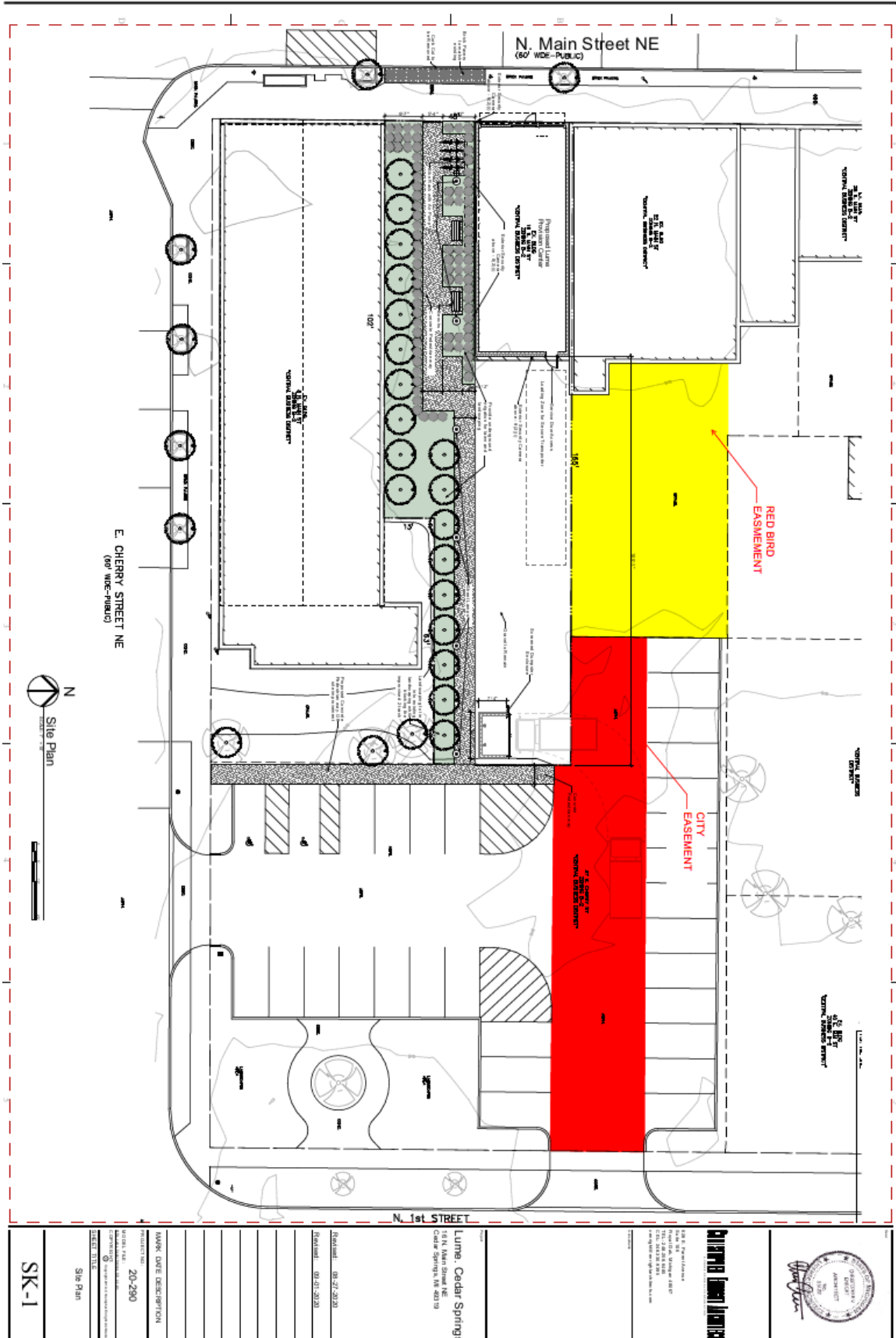
ACCESS EASEMENT

Land situated in the City of Cedar Springs, County of Kent, State of Michigan, described as follows:

[TO BE INSERTED]

Part of Tax Parcel ID No. 41-03-30-312-020

Commonly known as: 37 E Cherry Street NE, Cedar Springs, Michigan 49319



{06927-004-00113708.1}
115468.000002 4813-6636-2061.1

EXHIBIT "B"

LEGAL DESCRIPTION OF GRANTOR PARCEL

Land situated in the City of Cedar Springs, County of Kent, State of Michigan, described as follows:

410330312020 LOT 5 EX S 26 FT OF W 33 FT ALSO LOT 8 EX W 33 FT BLK 29 * VILLAGE OF CEDAR SPRINGS SPLIT/COMBINED ON 04/17/2020 FROM 41-03-30-312-013, 41-03-30-312-012, 41-03-30-312-016

Tax Parcel ID No. 41-03-30-312-020

Commonly known as: 37 E Cherry Street NE, Cedar Springs, Michigan 49319

EXHIBIT "C"

LEGAL DESCRIPTION OF GRANTEE PARCEL

Land situated in the City of Cedar Springs, County of Kent, State of Michigan, described as follows:

The South 26 feet of the West 33 feet of Lot 5, Block 29, also the South 26 feet of Lot 6, Block 29, also the North 22 feet of the West 102 feet of Lot 7, Block 29, also the North 9 feet of the East 30 feet of Lot 7, Block 29, also the North 9 feet of the West 33 feet of Lot 8, Block 29, Replat of the Village of Cedar Springs, according to the plat thereof, as recorded in Liber 2 of Plats, Page 74, Kent County Records.

Tax Parcel ID No. 41-03-30-312-017

Commonly known as: 16 N Main St NE, Cedar Springs, Michigan 49319