

VILLAGE OF FOWLerville DOWNTOWN DEVELOPMENT AUTHORITY
RESOLUTION NO. 14 - ____
(Enacted July 9, 2014)

RESOLUTION
APPROVING THE 2014 AMENDMENT TO THE
VILLAGE OF FOWLerville'S TAX INCREMENT FINANCE PLAN
AND
DOWNTOWN DEVELOPMENT AUTHORITY'S DEVELOPMENT PLAN

WHEREAS, the Village of Fowlerville Downtown Development Authority (hereinafter, the "FDDA") is amending its Tax Increment Finance Plan and Downtown Development Authority's Development Plan (hereinafter, the "Plan") for the purpose of establishing a facade improvement program to assist existing businesses and buildings located within the FDDA's Downtown Business District to repair, maintain, and restore their facades.

WHEREAS, the Amendment will require the FDDA to adopt by Resolution a detailed *Facade Improvement Program* (hereinafter, "FIP"). The FIP will purchase facade easements over the facades of commercial, retail, mixed use, professional, and multifamily properties in the TIF District and Business District on terms and conditions specified in the Resolution, pursuant to the DDA's enumerated powers under MCL 125.1657(1)(c), (g), and (h). The facade easement will require that the Grantors maintain the property in the condition it was in at the time the Facade Easement was granted, for a five (5) year period from the date of grant of the easement. The FDDA shall not have more than \$100,000.00 in aggregate FIP funding in any fiscal year under this program.

WHEREAS, a Tax Increment Finance and Downtown Development Plan for a development area within the Downtown District, established pursuant to Act 197 of the *Public Acts of 1975*, as amended, and pursuant to the Village of Fowlerville Ordinance No. 271, amended by Ordinance 276 (Fowlerville Code of Ordinances, Section 12.450-12.470) was prepared by the Village of Fowlerville pursuant to Ordinance No. 283 (hereinafter, the "Original Plan"). The Village has adopted the following amendments to its Plan with the participation of the FDDA:

1. 1995 Amendment, adopted by the Village Council on October 16, 1995 via Ordinance No. 300 (the "1995 Plan Amendment"); and
2. 2001 Amendment, adopted by the Village Council on August 13, 2001 via Ordinance No. 351 ("the 2001 Plan Amendment"); and
3. 2003 Amendment, adopted by the Village Council on January 26, 2004 via Ordinance No. 366 ("the 2003 Plan Amendment"); and
4. 2006 Amendment, adopted by the Village Council on June 12, 2006 via Ordinance No. 377 ("the 2006 Plan Amendment"); and
5. 2007 Amendment, adopted by the Village Council on December 20, 2007 via Ordinance No. 395 ("the 2007 Plan Amendment"); and

6. 2008 Amendment (first) adopted by the Village Council on February 4, 2008 via Ordinance No. 399 ("the 1st 2008 Plan Amendment").
7. 2008 Amendment (second) adopted by the Village Council on February 4, 2008 via Ordinance No. 399 ("the 2nd 2008 Plan Amendment").
8. 2010 Amendment, adopted by the Village Council on May 24, 2010, via Ordinance No. 414.
9. 2011 Amendment adopted by the Village Council on March 14, 2011, via Ordinance No. 418 ("the 2011 Plan Amendment").
10. 2013 Amendment adopted by the Village Council on April 22, 2013, via Ordinance No. 431 ("the 2013 Plan Amendment").

WHEREAS, the FDDA has reviewed its Tax Increment Finance Plan and Development Plan, as amended (hereinafter the "Plan"), and determined that same is not adequate to accomplish the goals set forth herein in its current form, without additional amendments.

IT IS RESOLVED that:

1. Pursuant to the requirements of MCL 125.1664, the FDDA approves and forwards to the Village of Fowlerville, the following amendments to be incorporated into the FDDA's Plan, these amendments to be read in concert with both the 1995 Plan Amendment, the 2001 Plan Amendment, the 2003 Plan Amendment, the 2006 Plan Amendment, the 2007 Plan Amendment, the 1st 2008 Plan Amendment, the 2nd 2008 Plan Amendment, the 2010 Plan Amendment, and the 2011 Plan Amendment;

- 1.1 The boundaries of the Plan's area were set forth in the map contained on page 12 of the Original Plan and were more fully detailed in the 2001 Plan Amendment. A copy of the TIF Map from the 2001 Plan Amendment is incorporated as *Exhibit A*.

This section remains unchanged under the 2014 Plan Amendment.

- 1.2 The location and extent of existing streets and other public facilities within the development area are set forth in the maps contained on pages 12-14 of the Original Plan. The FDDA's District Zoning Map is contained on page 13 of the Original Plan. The map sets forth the designated location, character, and extent of the categories of public and private land uses existing and proposed for the development area, including residential, recreational, commercial, industrial, educational, and other uses. The revised legal description of the development area is described as being located in the Village of Fowlerville, County of Livingston, to wit:

See Legal Description attached at *Exhibit B*

The location and extent of existing streets and other public facilities within

the development area will need to be modified to reflect the changes brought about by this project by the next Plan Amendment. Attached as **Exhibit C** is a copy of the current zoning map for the Village of Fowlerville reflecting all changes, modifications, and additions since the map was originally introduced on page 13 of the Original Plan.

This section remains unchanged under the 2014 Plan Amendment.

- 1.3 The following is a description of the existing improvements in the area to be demolished, repaired, or altered, a description of any repairs or alterations, and an estimate of the time required for completion.

This section remains unchanged under the 2014 Plan Amendment.

- 1.4 The following is a description of the location, extent, character, and estimated cost of the improvements, including rehabilitation contemplated for the development area and an estimate of the time required for completion.

This section remains unchanged under the 2014 Plan Amendment.

- 1.5 The following is a statement of construction or stages of construction planned, and the estimated time for completion of each stage.

This section remains unchanged under the 2014 Plan Amendment.

- 1.6 The following is a description of any parts of the development area to be left as open space, and the use contemplated for the space.

This section remains unchanged under the 2014 Plan Amendment.

- 1.7 The following is a description of any portion of the development area that the Authority desires to sell, transfer, exchange, or lease to or from the municipality and the proposed terms.

This section remains unchanged under the 2014 Plan Amendment.

- 1.8 The following is a description of desired zoning changes and changes in streets, street levels, intersections, or utilities.

This section remains unchanged under the 2014 Plan Amendment.

- 1.9 The following is an estimated cost of the development, a statement of the proposed method of financing the development, and the ability of the Authority to arrange the financing:

The Facade Improvement Program mentioned below will have a total anticipated expenditure not greater than \$100,000 in any fiscal year. The program is intended to go on in perpetuity. The FDDA anticipates paying

for same on a pay-as-you-go basis using tax increment revenues.

- 1.10 The following is a designation of the person or persons, natural or corporate, to whom all, or a portion of the development is to be leased, sold, or conveyed in any manner, and for whose benefit the project is being undertaken, if the information is available to the Authority.

This section remains unchanged under the 2014 Plan Amendment.

- 1.11 The procedures for bidding for the leasing, purchasing, or conveying, in any manner, of all, or a portion of the development upon its completion, if there is no express or implied agreement between the Authority and persons, natural or corporate, that all or a portion of the development will be leased, sold, or conveyed in any manner to those persons.

This section remains unchanged under the 2014 Plan Amendment.

- 1.12 Estimates of the number of persons residing in the development area and the number of families and individuals to be displaced.

This section remains unchanged under the 2014 Plan Amendment.

- 1.13 The following constitutes the plan for establishing priority for the relocation of persons displaced by the development in any new housing in the development area.

Because of the answer to Section 1.12, no plan for establishing priority for relocation is required.

- 1.14 The following shall constitute the provision for the costs of relocating persons displaced by the development and financial assistance and reimbursement of expenses, including litigation expenses and expenses incident to the transfer of title, in accordance with the standards and provisions of the *Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, being Public Law 91-646, 42 U.S.C. Section 4601, *et seq.*

Because of the answer to Section 1.12, no provision for the costs of relocating persons displaced is included.

- 1.15 No persons are being relocated in the development area, but any future relocation will be done in compliance with Act No. 227 of the *Public Acts of 1972*, being Sections 213.321 to 213.332 of the Michigan Compiled Laws.
- 1.16 This Plan provides for the following other material that the authority, local public agency, or governing body considers pertinent:

16.1 Facade Improvement Program

The FDDA hereby establishes a Facade Improvement Program to assist existing businesses and buildings located within the FDDA's Downtown Business District to repair, maintain, and restore their facades. The FDDA shall adopt by Resolution a detailed *Facade Improvement Program* (hereinafter, "FIP"). The FIP will purchase facade easements over the facades of commercial, retail, mixed use, professional, and multifamily properties in the TIF District and Business District on terms and conditions specified in the Resolution, pursuant to the DDA's enumerated powers under MCL 125.1657(1)(c), (g), and (h). The facade easement will require that the Grantors maintain the property in the condition it was in at the time the Facade Easement was granted for a five (5) year period from the date of grant of the easement. The FDDA shall not have more than \$100,000 in aggregate FIP funding in any fiscal year under this program. The current proposed Resolution is attached as **Exhibit D** and incorporated herein by reference.

- 1.17 This Development Plan does not provide for improvement related to a qualified facility, as defined in the *Federal Facilities Development Act*, Act No. 275 of the Public Acts of 1992.
- 1.18. The capturing of tax increment revenues shall be captured through tax levies in 2028, or such later year when all obligations of the FDDA payable from tax increment revenues have been retired or satisfied. The Development Plan shall be effective until the purposes of the Development Plan are completed.
- 1.19 The estimated impact of tax increment financing on all taxing jurisdictions in which the FDDA's Development Area is located was originally addressed by the FDDA on pages 7-9 of the original Plan. **Exhibit E** provides updated estimates of the impact on the tax increment financing on all taxing jurisdictions in which the FDDA's Development Area is located. Additionally, the FDDA states:

Tax increment financing permits the FDDA to capture Tax Increment Revenues (as defined below) attributable to increases in the value of real and personal property in the Development Area. The tax increment finance procedure is governed by Act 197 of the *Public Acts of 1975*, as amended (the "*DDA Act*"). The procedures outlined below are the procedures provided by the *DDA Act* effective as of the date this Plan is adopted, but are subject to any changes imposed by future amendments to the *DDA Act*.

The Tax Increment Revenues are generated when the Current Assessed Value of all properties within the Development Area exceed the Initial Assessed Value of the properties. The amount in any one year by which the Current Assessed Exceeds the Initial Assessed Value is the Captured Assessed Value.

Initial Assessed Value: When the Village Council enacted the Original Plan by Ordinance in 1992, the Initial Assessed Value of Development Area was established as the assessed value, as equalized, of all the taxable property within the boundaries of the Development Area at the time that Ordinance was approved, as shown by the then most recent assessment roll of the Village for which equalization had been completed, prior to the adoption of the 1992 Original Plan by Ordinance.¹ Property exempt from taxation at the time of the determination of the Initial Assessed Value was included as zero; however, in determining the Initial Assessed Value, property for which a "specific local tax" was paid in lieu of a property tax was not considered to be property that was exempt from taxation. A "specific local tax" is defined in the *DDA Act*, and includes "Industrial Facilities Taxes" levied under 1974 PA 198, taxes levied under the *Technology Park Development Act*, 1984 PA 385, and taxes levied on lessees and users of tax-exempt property under 1953 PA 189. The Initial Assessed Value or Current Assessed Value of property subject to a specific local tax was determined by calculating the quotient of the specific local tax paid divided by the *ad valorem* millage rate, or by other method as prescribed by the State Tax Commission.

Current Assessed Value: Each year the "Current Assessed Value" of the Development Area will be determined. The Current Assessed Value of the Development Area is the taxable value of the property in the Development Area.

Captured Assessed Value: The amount by which the Current Assessed Value exceeds its Initial Assessed Value in any one year is the "Captured Assessed Value."

Tax Increment Revenues: For the duration of the Plan, taxing jurisdictions will continue to receive tax revenues based upon the Initial Assessed Value of the Development Area. The FDDA will receive that portion of the *ad valorem* tax levy of all taxing jurisdictions on the Captured Assessed Value of the taxable property in the Development Area, other than the State, local school district, and intermediate school district tax levies, and specific local taxes attributable to such *ad valorem* property taxes (the "Tax Increment Revenues"), subject to limitations and exemptions which may be contained in the *DDA Act*, this Tax Increment Financing Plan, and the provisions of any agreements for the sharing of Captured Assessed Value.

Increases in the Current Assessed Values which generate Tax Increment

¹ The 2001 Plan Amendment contained an ambiguity in this paragraph that made it possible to incorrectly interpret the 2001 Plan Amendment as resetting the Initial Assessed Value based on 2001 assessments, as opposed to leaving the Initial Assessed Value based on the 1992 assessments. The 2003 Amendment corrected that ambiguity, by clarifying that the Initial Assessed Value was established when the Original Plan was adopted by Ordinance of the Village in 1992 and has never been reset.

Revenues can result from any of the following:

- A. Construction of new developments;
- B. New rehabilitation, remodeling, alterations, or additions;
- C. Increases in property values which occur for any other reason.

Tax Increment Revenues can be used as they accrue annually, can be held to accumulate amounts necessary to make improvements described in the Plan, or can be pledged for payment of bonds or notes issued by the FDDA or the Village under the *DDA Act*. Further, the FDDA may not borrow money or issue revenue notes without the prior approval of the Village. The FDDA may expend tax increment revenues only in accordance with this Plan; surplus revenues revert proportionally to the respective taxing jurisdictions.

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- 1.20 Adoption of Amendment. The Village of Fowlerville, before adopting an Ordinance approving the Amendment, shall hold a public hearing on this development plan. At the time of the hearing, the Village Council shall provide all interested persons an opportunity to be heard and shall receive and consider communications, in writing, with reference thereto. The hearing shall provide the fullest opportunity for expression of opinion, for argument of merits, and for introduction of documentary evidence pertinent to the development plan. The Village Council shall make and preserve a record of the public hearing, including all data presented at that time. Additionally, the Village Council shall not seek the input of the Development Area Citizens Council, in accordance with the *DDA Act*, as it has been dissolved pursuant to MCL 125.1677.
 - 1.21 All provisions of the Original Plan, the 1995 Plan Amendment, the 2001 Plan Amendment, the 2003 Plan Amendment, the 2006 Plan Amendment, 2007 Plan Amendment, the 2008 1st Plan Amendment, the 2008 2nd Plan Amendment, and the 2010 Plan Amendment, the 2011 Plan Amendment, and the 2013 Plan Amendment not modified by this Amendment to the Plan shall remain in full force and effect. All Exhibits referenced herein are incorporated herein by reference.

I hereby certify that the foregoing is a true and complete copy of a Resolution duly adopted by the Fowlerville Downtown Development Authority, Village of Fowlerville, County of Livingston, State of Michigan, at a Regular monthly meeting held on July 9, 2014, at 7:30 a.m., prevailing Eastern Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the *Open Meetings Act*, being Act 267, Public Acts of Michigan 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act 267.

If the above meeting was a special meeting, I further certify that notice of said regular meeting was given to each member of the Authority in accordance with the rules of procedure of the Authority.

I further certify that the following Members were present at said meeting:

and that the following Members were absent:

I further certify that Member, _____, moved for adoption of said resolution, and that Member, _____ supported said motion.

I further certify that the following Members voted for adoption of said resolution:

and that the following Members voted against adoption of said resolution:

Ronald Daly, DDA Chairperson

I certify that the above is a true copy of Resolution No 14-____
adopted by the Village of Fowlerville Downtown Development
Authority at a regular meeting held on July 9, 2014.

Henry Vaupel, DDA Secretary

Drafted by: John L. Gormley (P53539)
Gormley and Johnson Law Offices, PLC
Post Office Box 935
Fowlerville, Michigan 48836
(517) 223-3758

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EXHIBIT A

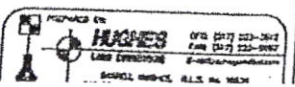


EXHIBIT B

FOWLERVILLE DOWNTOWN DEVELOPMENT AUTHORITY
DISTRICT BOUNDARY DESCRIPTION

The following description is the outside perimeter of those parcels and streets contained within the district.
Said description is authored from furnished tax descriptions and without benefit of a field survey.

An area of land within the Village of Fowlerville being part of the Southeast 1/4 of Section 10, part of the Southwest 1/4 of Section 11, part of the Northwest 1/4 of Section 14, part of the Southwest 1/4 of Section 14, part of the Northeast 1/4 of Section 15 and part of the Southeast 1/4 of Section 15, Handy Township, now Village of Fowlerville, Livingston County, State of Michigan, more particularly described by Darrell Hughes, Michigan Registered Land Surveyor No. 19834, as BEGINNING AT A POINT, said point being the 1/4 corner common to Section 10 and Section 15 (H-05), said point being also on the Westerly line of "Assessor's Plat No. 4" at the Westerly line of Lot 8 of said subdivision; proceeding thence, from said point of beginning Northerly, along the West line of Lot 8 of said subdivision; thence Easterly along the Northerly line of Lot 8, being also the Northerly line of the CSX Transportation Railroad, to the Northeast corner of Lot 8; thence North and Easterly, along the West and North lines of the CSX Transportation Railroad yard, to the center line of Free Street; thence North along the center line of Free Street; thence East along the center line of Frank Street; thence South along the East line of Lots 58 and 59 of "Fowler's Third Addition to the Village of Fowlerville"; thence East to the center line of South Ann Street; thence South along the center line of South Ann Street; thence West, along the center line of Carr Street, to the North line of said railroad yard; thence Northwesterly along said railroad yard, to the Southeast corner of "Assessor's Plat of Commercial Addition"; thence North, along the East line of Lot 15 of said subdivision, to the center line of Frank Street; thence West, along the center line of Frank Street; thence North, along the center line of Veterans Drive; thence West, along the South line of Lot 22 and Lot 37, of said subdivision; thence North, along the West line of Lot 37; thence West 66 feet across Jackson Street; thence North 190 feet, along the West line of Jackson Street; thence West 200 feet; thence North to the Southeast corner of Lot 48 of said subdivision; thence West to the West line of said subdivision; thence North, along the Westerly line of said "Commercial Addition", to the Southerly line of West Grand River Avenue; thence Northerly across West Grand River Avenue, to the Southwest corner of "Newman's Addition to the Village of Fowlerville"; thence Northerly along the Westerly line of said subdivision, to the Southerly line of Power Street; thence Easterly along the Southerly line of Power Street, to the Northwest corner of Lot 10 of "Assessor's Plat No. 1"; thence Northerly across Power Street, to the Southwest corner of Lot 19 of said subdivision; thence Northerly along the Westerly line of Lot 19, to the Southerly line of Lot 21 of said subdivision; thence Westerly along the Southerly line of Lot 21; thence Northerly along the Westerly line of Lot 21; thence Easterly along the Northerly line of Lot 21, to the Northeast corner of Lot 21; thence Southerly to the Northwest corner of Lot 20 of said subdivision; thence Easterly along the Northerly line of Lot 20, to the center line of North Ann Street; thence North along the center line of North Ann Street; thence Easterly, along the North line of Lot 23 to the Easterly line of said subdivision, being also the Westerly line of "Fowler's First Addition to the Village of Fowlerville"; thence Southerly along the Westerly line of said subdivision, to the Northwest corner of Lot 129 of said subdivision; thence Easterly along the Northerly line of Lot 129, to the center line of North Grand Avenue; thence North, along the center line of North Grand Avenue, to the center line of South Street; thence Easterly, along the center line of South Street, to the center line of North Second Street; thence Southerly, along the center line of North Second Street to the Northerly line of "Assessor's Plat No. 2"; thence Easterly, along the Northerly line of Lot 5; thence Southerly, along the Easterly line of Lot 5; thence East, along the Northerly line of Lot 7 of said subdivision, to the Westerly line of Collins Street; thence Easterly across Collins Street, to the Northwest corner of Lot 14 of said subdivision; thence Easterly, along the Northerly line of Lot 14, to the center line of North Hibbard Street; thence South along the center line of North Hibbard Street; thence West to the Southeast corner of Lot 14; thence Southwesterly and Southerly, along the Southeast lines of Lot 14; thence Westerly, along the Southerly line of Lot 14, to the Northeast corner of Lot 13 of said subdivision; thence Southerly, along the Easterly line of Lot 13 and Lot 12; thence Southerly along the Easterly line of Lot 109, Lot 110 and Lot 115 of "Fowler's First Addition to the Village of Fowlerville", to the Northerly line of East Grand River Road; thence Southerly to the center line of East Grand River Avenue; thence Easterly along the center line of East Grand River Avenue to the center line of Hibbard Street; thence Southerly along the center line of South Hibbard Street; thence Westerly, along the Southerly line of Lot 42; thence Southerly to the Southerly line of Lot 43 of said subdivision; thence Westerly, along the Southerly line of Lot 43; thence Northerly, along the Westerly line of Lot 43; thence Westerly, along the Southerly line of Lot 40 and Lot 39, to the center line of South Collins Street; thence North, along the center line of South Collins Street; thence West to the West line of South Collins Street, being also the Southeast corner of the Northerly 111 feet of Lot 32 of said subdivision; thence Westerly along the Southerly line of the Northerly 111 feet of Lot 32 to the Easterly line of Lot 31 of said subdivision; thence Southerly, along the Easterly line of Lot 31, to the Southeast corner of Lot 31; thence Westerly to the Southwest corner of Lot 31; thence Southerly, along the Easterly line of Lots 34, 35 and 38, to the Northerly line of Church Street; thence Southerly across Church Street to the Southerly line of Church Street; thence Southerly, along the

68 Easterly line of Lots 82, and 83, to the Southeast corner of Lot 8, thence Westerly, along the
 69 Southerly line of Lot 83, to the Easterly line of South Second Street; thence Westerly across South
 70 Second Street, to the Westerly line of South Second Street; thence Westerly, along the Southerly line of
 71 Lot 94, to the Southwest corner of Lot 94; thence Southerly, along the Easterly line of Lot 96 and Lot 97
 72 of "Fowler's First Addition to the Village of Fowlerville", to the Northeast corner of Lot 1 of
 73 "Palmerton's Addition to the Village of Fowlerville"; thence Southerly, along the Easterly line of Lot 1
 74 and Lot 2, of said subdivision, to the Northerly line of Frank Street; thence Southerly across Frank Street,
 75 to the Southerly line of Frank Street; thence Southerly, along the Easterly line of Lot 19, Lot 20 and Lot
 76 21 of "Assessor's Plat No. 3", to the Northerly line of Lot 22, of said subdivision; thence Southerly across
 77 Lot 21, to the Northeast corner of Lot 2 of "A. M. Abbott's Addition to the Village of Fowlerville";
 78 thence Southerly, along the Easterly line of Lot 2, to the Northwest corner of Lot 4 of said subdivision;
 79 thence Easterly 33 feet, along the Northerly line of Lot 4; thence Southerly, to the Northerly line of Lot 5
 80 of "R. A. Hale's Addition to the Village of Fowlerville"; thence Easterly 33 feet, along the Northerly line
 81 of Lot 5; thence Easterly 13 feet, along the Northerly line of Lot 6; thence Southerly, to the Northerly line
 82 of Hale Street; thence Southerly, to the center line of Hale Street; thence Easterly, along the center line of
 83 Hale Street, to the center line of South Second Street, thence Southerly along the center line of South
 84 Second Street; thence Easterly to the Northwest corner of Lot 24; thence Easterly 132 feet, along the
 85 Northerly line of Lot 24; thence Southerly 66 feet, along the Easterly line of Lot 24; thence Easterly 132
 86 feet, along the Northerly line of Lot 24, to the Northeast corner of Lot 24; thence Southerly, along the
 87 Easterly line of Lot 24, to the Southeast corner of Lot 24, being also the Northeasterly line of the CSX
 88 Transportation Railroad right-of-way; thence Northwesterly, along the Northeasterly right-of-way line of
 89 said railroad, to its intersection with the West line of Section 14 and the center line of South Grand
 90 Avenue; thence Southerly 444.44 feet, along the West line of Section 14 and the center line of South
 91 Grand Avenue; thence Easterly 183 feet; thence Southerly 391.37 feet, parallel with the West line of
 92 Section 14; thence Westerly 183 feet; thence Southerly 65 feet, along the West line of Section 14 and the
 93 center line of South Grand Avenue; thence Easterly 183 feet; thence Southerly 25 feet, to the Northeast
 94 corner of "Kane's Acres" subdivision; thence Southerly, along the Easterly line of said subdivision, to the
 95 Northeast corner of Lot 3 of said subdivision; thence Easterly 200 feet; thence Southerly 258 feet, along
 96 the Westerly line of Pinegate Drive, to the East and West 1/4 line of Section 14 and the center line of East
 97 Van Riper Road; thence Easterly 66 feet, along the East and West 1/4 line of Section 14 and the center
 98 line of East Van Riper Road; thence Northerly 308 feet, along the Easterly line of Pinegate Drive; thence
 99 Easterly 200 feet; thence Southerly 308 feet, to the East and West 1/4 line of Section 14 and the center
 100 line of East Van Riper Road; thence Easterly 71.40 feet, along the East and West 1/4 line of Section 14
 101 and the center line of East Van Riper Road; thence Southerly 1207.76 feet, to the Northerly line of the I-
 102 96 Expressway; thence Westerly 660.84 feet, along the Northerly line of I-96, to the Easterly line of South
 103 Grand Avenue; thence Northerly 400.38 feet, along the Easterly line of South Grand Avenue; thence
 104 Westerly 60 feet to the West line of Section 14 and the center line of South Grand Avenue; thence
 105 Northerly 220 +/- feet, along the West line of Section 14 and the center line of South Grand Avenue; thence
 106 thence Westerly 33 feet to the West line of South Grand Avenue; thence 2674.44 feet, along the Northerly
 107 right-of-way line of the I-96 Expressway; thence Northerly 72 feet; thence Westerly 113.88 feet; thence
 108 Northerly 728.58 feet, along the North and South 1/4 line of Section 15; thence Easterly to the Southwest
 109 corner of "Van Riper Commercial Condominium"; thence Northerly, along the Westerly line of said
 110 condominium; thence Easterly along the center line of West Van Riper Road, to a point 451.45 feet
 111 Westerly from the 1/4 corner common to Section 15 and Section 14 (I-06); thence Northerly across West
 112 Van Riper Road, to the Northerly line of West Van Riper Road, being also the Southwest corner of
 113 "Fowlerville Commercial Condominium"; thence Northerly 478.21 feet, along the Westerly line of said
 114 condominium, to the Northwest corner of said condominium; thence Northerly 150 feet, to the Southerly
 115 line of "Grover's Acres" subdivision; thence Easterly 235.40 feet, along the Southerly line of said
 116 subdivision; thence Northerly, along the Westerly line of Lot 1, Lot 2, Lot 3 and Lot 4 of said subdivision,
 117 to the Southerly line of Cedar River Drive; thence Northerly across Cedar River Drive, to the Northerly
 118 line of Cedar River Drive; thence Westerly along the Northerly line of Cedar River Drive to the Southeast
 119 corner of Lot 13 of said subdivision; thence Northerly, along the Easterly line of Lot 13; thence Westerly
 120 along the Northerly line of "Grover's Acres" subdivision, being also the Southerly line of "Assessor's
 121 Plat No. 4", to the Southwest corner of Lot 25 of "Assessor's Plat No. 4"; thence Northerly, along the
 122 West line of Lot 25 of said subdivision, to the center line of Garden Lane; thence West along the center
 123 line of Garden Lane; thence North to the Northerly line of Garden Lane, to the Southwest corner of Lot 13
 124 of said subdivision; thence Northerly, along the Westerly line of Lot 13, to the Southerly line of the CSX
 125 Transportation Railroad yard; thence Northwesterly 116 feet along the Southerly line of said railroad;
 126 thence Northerly 101.5 feet, along said railroad, to the Southeast corner of Lot 8 of "Assessor's Plat
 127 No. 4"; thence Westerly, along the Southerly line of Lot 8, being also the Southerly line of said railroad, to
 128 the Southwest corner of Lot 8, being also the North and South 1/4 line of Section 15; thence Northerly
 129 48.3 feet, along the Westerly line of Lot 8 and the North and South 1/4 line of Section 15, to the point of
 130 beginning.
 131
 132

Livingston County, Michigan



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- Office



EXHIBIT D

VILLAGE OF FOWLerville DOWNTOWN DEVELOPMENT AUTHORITY
(Resolution No. _____)

**RESOLUTION TO ADOPT THE
FOWLerville DOWNTOWN DEVELOPMENT AUTHORITY'S
FACADE IMPROVEMENT PROGRAM**

WHEREAS, the Village of Fowlerville Downtown Development Authority (hereinafter, "FDDA") is charged under the *Downtown Development Authority Act* [MCL 125.1651 *et seq*] with correcting and preventing deterioration in the business districts to encourage historic preservation. {Please see preamble to the Act; also see MCL 125.1651a (h), i.e., that the DDA Act was enacted to provide a means for local units of government to eliminate property value deterioration and to promote economic growth in the communities served by those local units of government.}

WHEREAS, to effectuate the above goals, DDA's are authorized to acquire and dispose of interests in real property {please see preamble to the Act}.

WHEREAS, DDAs are also granted the following enumerated powers:

- a. Under MCL 125.1657 (1)(h) a DDA can purchase an interest in real property upon terms and conditions and in a manner the Authority considers proper;
- b. Pursuant to MCL 125.1657 (1) (g) a DDA is, also, authorized to make and enter into contracts necessary to the exercise of its powers and the performance of its duties; and
- c. Finally, pursuant to MCL 126.1657 (1) (c), a DDA is authorized to plan and propose the repair, restoration, preservation and/or reconstruction of an existing building which may be necessary or appropriate to a Plan, which – in the opinion of the DDA – aids in economic growth in the downtown district.

WHEREAS, under MCL 125.1652 (2) the enumeration of a power in the DDA Act {e.g., Section 7, Powers} shall not be construed as a limitation upon the general powers of an Authority.

WHEREAS, the business district of Fowlerville is part of the Tax Increment Finance District of the FDDA (hereinafter, "TIF District") and is primarily filled with historic commercial buildings that are 50 to 100+ years old.

WHEREAS, the FDDA has determined that many existing facades of these old commercial buildings in the business district are in different degrees of disrepair and it is foreseen that additional building facades will be falling into disrepair in the future due to age and the cost of maintenance in difficult economic times.

WHEREAS, the FDDA has developed a philosophy that "Restoration is preferable to Renovation" with regard to these building facades.

WHEREAS, the FDDA has determined to use its broad enumerated power to purchase an easement interest in real property to correct any existing deterioration to facades of buildings in the business district and prevent future deterioration to the facades of buildings in the business district.

WHEREAS, the FDDA finds that its entry into the contemplated facade easement contracts, with a requirement for perpetual maintenance of the facade by the Applicant, is a necessary contract in order to perform the DDA's primary duty under the Act to correct and prevent deterioration in the business district and to encourage historic preservation.

WHEREAS, before the program set forth in this Resolution is implemented, the program will have to be included in a Tax Increment Finance and Development Plan Amendment approved by the FDDA and the Village of Fowlerville Council, pursuant to MCL 125.1667, because the program will be funded with TIF revenues that may only be expended pursuant to an approved Tax Increment Finance Plan (MCL 126.1665 (2)).

IT IS THEREFORE RESOLVED that the FDDA's *Facade Improvement Program* (hereinafter, "*FIP*") shall be established as follows:

1. An eligible Applicant for the FIP shall be either an owner(s), including land contract Vendees with Vendor's written consent, or a tenant(s) with Owner's written consent, who has a commercial, retail, mixed use, or professional building or structure located within the Tax Increment Finance District and the Downtown District [because this program will be funded with TIF Revenues – which may only be spent in the TIF District – pursuant to an approved Tax Increment Finance and Development Plan (MCL 125.1665 (2))].
 - 1.1 The FIP shall not require the Applicant to obtain the subrogation of any existing mortgages and/or other lien holders to the FIP Easement being purchased.
 - 1.2 The Applicant shall provide at Applicant's sole cost, a title search from a local title company at the time of filing the Application, verifying the ownership interest in the real property that is granting the easement.
 - 1.2.1 The title search shall verify the legal description of the property, tax identification number of the property; the registered owner(s) of the property, and all lien holders and mortgagees of record;
 - 1.2.2 All mortgages and liens on the property must be paid current at the time of closing and proof that same are current must be submitted with the title search by the Applicant and again at the closing of easement with the DDA; and
 - 1.2.3 All real property and personal property taxes due to the Village of Fowlerville and/or Handy Township

must be paid current at the time of the closing of easement with DDA and proof that same are current must be submitted with the title search by the Applicant;

- 1.3 To be eligible for this FIP, the property must be within the Tax Increment Finance District and the Downtown District of the FDDA.
2. **FIP Funding:** the FDDA shall purchase from the Applicant a written and recordable easement ("FIP Easement") over the Applicant's facade on an eligible building or structure as follows:
 - 2.1 The Applicant shall submit plans, to the sole satisfaction of the FDDA and FIP Committee detailing what facade improvements are contemplated and the cost of same.
 - 2.1.1 All FIP projects proposed by an Applicant shall comply with all applicable Village of Fowlerville Zoning Ordinances, Building Codes, Maintenance Codes, Sign Ordinance, and other applicable rules and regulations; and
 - 2.1.2 FIP improvements may require zoning and /or building permits, which shall be at the Applicant's sole cost.
 - 2.2 Within 30 days of the date the Application is submitted, the FDDA's FIP Committee shall meet with the Applicant to discuss the FIP project prior to the full FDDA Board considering approval of the FIP Applicant, or the FDDA may extend the review process within this time frame by sending written notice to Applicant. The full FDDA Board shall affirmatively act upon the Application within 90 days of the Application being submitted or it shall be deemed rejected.
 - 2.3 The FDDA shall purchase FIP Easements for a fixed price that shall be calculated as follows:
 - 2.3.1 If the building is one story, then the lesser of: (a) fifty (50%) percent of the cost of the eligible facade improvements (see paragraph 3.1); or (b) a maximum of \$2,000 per facade side (up to four (4) sides) for a maximum of \$8,000 per building of total eligible expense upon approval of the FDDA, or if the building is two stories or above, then the lesser of: (a) fifty (50%) percent of the cost of the eligible facade improvements (see paragraph 4); or (b) a maximum of \$4,500 per facade side (up to four (4) sides) for a maximum of \$18,000 per building of total eligible expense upon approval of the FDDA; and
 - 2.3.2 When one building is under one ownership but divided into more than one commercial, retail, mixed use (including 2nd floor residential uses), and/or professional tenancy, each separate unit which has an individual storefront facade and an independent ground floor entry shall be eligible to individually participate in the FIP funds.

- 2.3.3 To incentivize major renovation and/or repairs of the facade of condemned buildings (as determined by the building department of the Village of Fowlerville) or other buildings that have been vacant for at least 180 days, the FDDA may, on a majority vote, and after careful review of the project scope and other FDDA obligations, pay more than the maximum fee per facade side established in paragraph 2.3.1, to purchase a FIP easement and the FDDA may increase the length of time of the easement or the conditions/burdens placed upon the grantor, as a condition of the higher purchase price being paid.
- 2.3.4 The definition of a "facade side," for the purpose of this resolution shall be a minimum of six (6') feet in height of exposed facade and at a minimum a width that is at least as deep as the narrowest portion of the building's depth from the road frontage it pulls its address from.
- 2.4 The total amount the FDDA shall pay to purchase a facade easement for a building during any five year period may not exceed \$8,000 or \$18,000 {depending on whether a one story or two stories}, except:
 - 2.4.1 As contemplated in paragraph 2.3.3;
 - 2.4.2 The FDDA may purchase several facade easements over the same facade during the course of any five (5) year period, for those property owners who desire to complete the work on the facade in increments, so long as the FDDA is not paying more than once in any five (5) year period for the same improvement and the total does not exceed \$8,000/\$18,000 in that five (5) year period.
- 2.5 All eligible improvements for a FIP easement must be started within sixty (60) days of approval by the FDDA, and completed within twelve (12) months of the commencement date of the work.
- 2.6 Upon completion of the improvements, and in consideration for the grant of a facade easement (as described in paragraph 4), the FDDA will purchase a written five (5) year easement over the Applicant's facade, subject to a written agreement that the Applicant, or its successor in title, maintain the facade in the same condition as it is at the time of entry into the Easement Agreement for five (5) years from the date of grant of the Easement.
 - 2.6.1 Under MCL 125.1657(1)(h) the FDDA is authorized to:
 - (a) purchase an interest in real property on terms and conditions and in a manner the Authority considers proper, and
 - (b) make a finding that the proposed manner of purchasing a facade easement with a maintenance agreement is proper under MCL 125.1657(1)(h).

- 2.6.2 Pursuant to MCL 125.1657(1)(g) the FDDA is also authorized to: (a) make and enter into contracts necessary to the exercise of its powers and the performance of its duties, and (b) find the entry to the contemplated facade easement contracts with its requirement for maintenance of the facade by the Applicant for five (5) years is a necessary contract in order to perform the DDA's primary duty under the Act to correct and prevent deterioration in the business district and to encourage historic preservation.
- 2.6.3 The FDDA is also authorized to plan and propose the renovation, repair, restoration, preservation, and/or reconstruction of an existing building which may be necessary or appropriate to a Plan which, in the opinion of the FDDA, aids in economic growth in the downtown district. The FDDA finds that restoration, repair, renovation, preservation, and/or reconstruction of existing aged facades in the Downtown District will aid economic growth in said area.

3. **Eligible Facade Improvements:** All eligible facade improvements must be permanent and fixed in type and/or nature and have an anticipated useful life of ten (10) years or more.

- 3.1 Facade features eligible to be restored, renovated, or constructed with grant dollars shall include, but not be limited to:
 - 3.1.1 Signage promoting an on premises commercial/residential use
 - 3.1.2 Exterior walls
 - 3.1.3 Exterior windows
 - 3.1.4 Exterior doors
 - 3.1.5 Storefronts
 - 3.1.6 Painting of exterior surfaces
 - 3.1.7 Cleaning and/or tuck-pointing of brick and stone
 - 3.1.8 Awnings (where permitted by design guidelines and zoning ordinances)
 - 3.1.9 Exterior architectural features
 - 3.1.10 Exterior lighting (where permitted by local ordinance)
 - 3.1.11 Dryvit of exterior walls and the Exterior Insulation and Finishing Systems (EIFS) installation.
- 3.2 Restoration required for FIP funding.
 - 3.2.1 Any building on the State National Register must be restored or rehabilitated according to the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings in order to be eligible for the FIP program.
 - 3.2.2 The FDDA's philosophy is that restoration is preferable to renovation with regards to the FIP.
 - 3.2.2.1 Restoration is the attempt to return the facade to its original appearance at the time the building

was constructed through the use of authentic materials and the faithful replication of the building to conditions shown in old photos and records. Restoration is eligible for the FIP.

3.2.2.2 Renovation projects shall be sensitive to the historic appearance of the building but may include modern materials and design elements.

- 3.3 Facade features that are not eligible for calculating funding under paragraph 2.3 shall include, but not be limited to:
- 3.3.1 Expenses incurred prior to FIP Application approval;
 - 3.3.2 Real property acquisition;
 - 3.3.3 Mortgage, title work, title searches, land contract financing, loan fees, easement work, or register of deeds filing;
 - 3.3.4 Site plan fees, sign permit fees, or building permit fees;
 - 3.3.5 Appraiser, attorney, architect, interior decorator, or other professional fees;
 - 3.3.6 Wages paid to Applicant or Applicant's relatives to the 3rd degree of kinship for work associated with the FIP;
 - 3.3.7 Permanent job tools or those that have a shelf life longer than one (1) year;
 - 3.3.8 Furnishings, trade fixtures, or other items taxed as personal property; and
 - 3.3.9 Roofs, landscapes, sidewalks, or approaches (except approaches that make the building American Disability Act ("ADA") compliant for ingress/egress).
- 3.4 In the event the actual physical construction has not commenced within sixty (60) days of the date of approval by the FDDA and/or is not completed within twelve (12) months of commencement, the FIP approval shall be deemed rejected/cancelled/withdrawn unless the FDDA, by an affirmative vote, determines to extend same.
- 3.5 Rights Reserved - the FDDA reserves the right to reject any and all Applicants for failure to follow the terms of this program. The specific program guidelines detailed herein are subject to revision or amendment by the FDDA Board at any time. The FDDA may discontinue this program at any time. Additionally, the program shall automatically stop acting on funding request in any budget year, if the FDDA run out of FIP funding in that year, without any liability to applicants who have not been funded.
- 3.6 The *FIP Program Summary*, shall be available at the Village of Fowlerville Hall and provided to all potential Applicants together with this Resolution.

- 3.7 The *FIP Application Procedures Checklist*, shall be available at the Village of Fowlerville Hall and provided to all potential Applicants together with this Resolution.
- 3.8 The *FIP Application*, shall be available at the Village of Fowlerville Hall and provided to all potential Applicants together with this Resolution.
- 3.9 The *FIP Five (5) Year Facade Improvement Easement*, is a sample copy which shall be available at the Village of Fowlerville Hall and provided to all potential Applicants together with this Resolution.
- 4. FIP Easements shall be in writing under the following terms and conditions:
 - 4.1 The FIP easement shall be drafted by the FDDA, with the assistance of its attorney.
 - 4.2 All owner(s) [as determined by the title search] and, if applicable, the Tenant, shall execute the FIP Easement as grantors.
 - 4.3 The grantee of the FIP Easement shall be the FDDA. The grantor shall not be able to assign its rights or responsibilities under the Easement. The grantee FDDA may assign its rights to the Village of Fowlerville without the consent of the grantor.
 - 4.4 The FIP Easement shall be over the exterior face of the building or structure and shall require the owner and, if applicable, the tenant, to maintain the building's facade in the same condition and manner it was in when the FDDA accepted the Easement for the five (5) years following the grant.
 - 4.4.1 As part of the process, and prior to closing, the FDDA shall take photographic evidence of the condition of the facade over which the FIP Easement is being purchased. At least one photograph of each side shall be taken and preserved, with date and time stamp by the FDDA. A copy shall be kept in the Village Office and a copy to the Attorney. Any photo taken by the FDDA for this purpose may be used by the FDDA to promote the program or the Village in general.
 - 4.4.2 For the purpose of the FIP Easement, the facade shall be defined as the front of the building with an imposing or decorative face, and any sides of the building facing a public way or space and finished accordingly. The facade shall include all stairs, ramps, hand rails, fire escapes, awnings, fixed lighting, signs, windows, and doors on the front and sides of a building that is facing a public way or space.

- 4.5 The Easement shall be recorded at the Register of Deeds; the expense for same, including any county or state transfer taxes, shall be borne by the Applicant.
- 4.6 The FIP Easement shall provide that if maintenance or repair work is required to the facade during the five (5) year period after its granting, then:
 - 4.6.1 The FDDA shall make a determination that work is required to maintain or repair the facade to the condition it was in at the time the Easement was entered into, which decision shall be made in its sole discretion.
 - 4.6.2 If the FDDA determines work is required on the facade, then it shall write the owner, and tenant if applicable, and inform them of the work required.
 - 4.6.3 The owner, and if applicable the tenant, shall have thirty (30) days to present to the FDDA a proposal to complete the work, which work must be completed within ninety (90) days of the notice received under paragraph 4.6.2, unless a longer period is approved by the FDDA due to climatic conditions.
 - 4.6.4 If the work is not completed within the time frame outlined in paragraph 4.6.3, the FDDA then has the right, but not the obligation, to perform the work itself. If the FDDA does perform the work, then it is authorized to place a written lien on the property for the cost of the repairs and/or maintenance, including the cost of labor and materials.
 - 4.6.7 The FDDA may bring a legal action against the owner, and where applicable the tenant, to collect its lien under paragraph 4.6.4, in which case the FDDA's actual attorney fees and costs shall be awarded to the FDDA in addition to the cost of the lien.
- 4.7 At the end of the 5 years from the date of the grant of the FIP Easement, the Easement shall be designed to automatically terminate without any further affirmative action of the FDDA.
- 5. The FDDA shall not have more than \$100,000.00 in aggregate FIP funding in any fiscal year under this program.
- 6. The FIP may be amended, expanded, or contracted at any time by Resolution of the FDDA with or without retroactive effect.

I further certify that the following Members were present at said meeting:

and that the following Members were absent:

I further certify that Member, _____, moved for adoption of said resolution, and that Member, _____ supported said motion.

I further certify that the following Members voted for adoption of said Resolution:

and that the following Members voted against adoption of said Resolution:

Ronald Daly
DDA Chairperson

I certify that the above is a true copy of Resolution No
_____ adopted by the Village of Fowlerville
Downtown Development Authority at its regular meeting
held on June _____, 2014

Henry Vaupel
DDA Secretary

Drafted by:
John L. Gormley (P53539)
Attorney for FDDA
Post Office Box 935
Fowlerville, Michigan 48836
(517) 223-3758

C:\Users\Mississippi\Documents\DDA\2014\2014 Downtown Development Authority regular meeting projects met 11-14

**VILLAGE OF FOWLerville
DOWNTOWN DEVELOPMENT AUTHORITY**

**FACADE IMPROVEMENT PROGRAM
Procedures & Guidelines**



Village of Fowlerville
213 South Grand Avenue
Fowlerville, MI 48836
517.223.3771
517.223.7435 Fax

Village of Fowlerville Downtown Development Authority

Facade Improvement Program Description

In 2014, the Village of Fowlerville Downtown Development Authority (DDA) established the present Facade Improvement Program (FIP) to stimulate appropriate improvements to the exterior of downtown commercial buildings.

The DDA finds that the creating and maintenance of an attractive downtown is a public purpose which can be achieved in part through improvements to building facades. Downtown Fowlerville is pivotal to the economic health of the community because it's condition, whether perceived or actual plays such a large part in the impression that people have in the area. Fowlerville is the focal point of the community and any neglect will create an image of a deteriorating economic base. As a result, potential businesses may be discouraged from locating in Downtown Fowlerville and existing property owners may defer maintenance and reinvestment in the real estate.

The intent of the FIP is to strengthen the economic viability of downtown Fowlerville by providing financial incentives for improving the exterior appearance of its buildings. The FIP provides an opportunity to preserve the architectural heritage of downtown Fowlerville and enhance the unique atmosphere that the area provides to the community. It is important to the aesthetic enhancement of downtown that building best approach is through the preservation of a building's original architectural features.

Program Description

The Fowlerville DDA has created a FIP that is intended to stimulate facade design improvements to downtown buildings in a coordinated fashion, stressing overall compatibility with the historical significance and uniqueness of Fowlerville's downtown structures. The DDA will provide funds to purchase an easement over the improved facade which will partial reimbursement to the applicant for the costs incurred to improve buildings consistent with the DDA Facade Improvement guidelines and the Applicant. *The Village Clerk will communicate the guidelines most appropriate for each building in the district based on period and style.*

Eligible Applicants

Owners, tenants with owner's approval, or both, who have structures located within the Downtown Development Authority Tax Increment Finance ("TIF") district may apply for FIP funds. A map of the DDA's TIF district is available at the Village Hall. Public agencies are also eligible to apply for FIP funds.

Eligible Buildings

Any existing commercial, retail or professional building located within the DDA district which is owned or used by an eligible applicant for commercial purposes is considered eligible for FIP funds. Public agency buildings are also eligible, however, the

DDA will give priority to commercial/income producing buildings over those owned or used by public agencies.

Grant Amounts

Subject to Fiscal Budget Year:

The Fowlerville DDA will reimburse the lesser of: (a) fifty (50%) percent of the cost of the eligible facade improvements (see paragraph 3.1); or (b) a maximum of \$2,000 per facade side (up to four (4) sides) for a maximum of \$8,000 per building of total eligible expense upon approval of the FDDA, or if the building is two stories or above, then the lesser of: (a) fifty (50%) percent of the cost of the eligible facade improvements (see paragraph 4); or (b) a maximum of \$4,500 per facade side (up to four (4) sides) for a maximum of \$18,000 per building of total eligible expense upon approval of the FDDA.

Eligible Improvements

DDA and/or it's Facade Work Group reserve the right to determine the eligibility of all items in a project's scope of work. This determination shall be conclusive and final.

All improvements must be permanent and fixed in type and/or nature. Improvements must meet all Village of Fowlerville's code requirements including zoning, building, and safety codes and the applicant must obtain any necessary permits.

Facade Improvements: Facade features eligible to be restores, renovated, or constructed include:

- Signage
- Exterior walls
- Windows
- Doors
- Storefronts
- Painting of exterior surfaces
- Cleaning and/or truck-pointing or brick and stone
- Entrance/Exit improvements (including ADA)
- Awnings*
- Exterior architectural features
- Exterior lighting*

*these items are closely examined through design guidelines and zoning ordinances

Improvements must be started within 60 days of approval and completed within twelve (12) months of commencement.

With all grant-funded projects, restoration is preferable to renovation. Restoration is the attempt to return the facade to

its original appearance through the use of authentic materials and the faithful replication of the building to conditions shown in old photos and records. Renovation projects should be sensitive to the historic appearance of the building, but may include modern materials and design elements.

Buildings on the State or National Register must be restored or rehabilitated according to the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings. If your project does not fall under this category, please see the Fowlerville DDA's design guidelines.

Ineligible Job Costs

The applicant may not use grant funds for any of the following:

- Expenses incurred prior to FIP application approval
- Property acquisition
- Mortgage, land contract financing, or loan fees
- Site plan, sign or building permit fees
- Appraiser, attorney, architect or interior decorator fees
- Wages paid to applicant or applicant's relatives for work associated with the Facade Improvement Program
- Permanent job tools or those that have a shelf life longer than one year
- Furnishing, trade fixtures, or other items taxed as personal property
- Roofs, landscaping, sidewalks or approaches

FACADE IMPROVEMENT PROGRAM APPLICANT

please print clearly

Application Date: _____

Name of Applicant: _____

Mailing Address: _____

Telephone Numbers: _____

Project Address: _____

Building Owner (if different) _____

Owner Address: _____

Project Information:

- Provide a detailed description and include cost breakdowns by major categories such as architectural fees, engineering fees, signs, awning, repair, carpentry, electrical, plumbing, etc., as an attachment to this Application.
- Include all project bids with complete cost estimates when submitting application for review.
- Attach at a minimum one (1) color photocopy image of the existing facade(s) to improve.
- Attach one (1) copy of the project design for exterior improvements for each side.

Proposed project start date: _____

Proposed completion date: _____

Project will involve the building's following facade sides: *Check all that apply.*

Front _____
Side(s) _____ R _____ L
Rear _____

Estimated total dollar amount of the improvement project: _____

Estimated grant amount requested: _____

The undersigned applicant(s) affirms that:

1. The information submitted herein is true and accurate to the best of my (our) knowledge.
2. I (we) have read and understand the conditions of the FDDA Facade Improvement Program and agree to abide by its conditions and guidelines.

Signature of Applicant(s)

Date: _____

Date: _____

Signature of Property Owner(s) if different from above

Date: _____

Date: _____

Village of Fowlerville
Downtown Development Authority
Facade Improvement Program
Application Procedures Checklist

Grant Process:

- _____ Contact Fowlerville Village Hall, 213 South Grand Avenue, Fowlerville, MI 48836 for the Facade Improvement Program Application Packet and Guidelines between 8:00 a.m. and 5:00 p.m., Monday through Friday
- _____ Completely read description, application and checklist provided by the DDA
- _____ Contact the Village Clerk at 517.223.3771 ext. 14 or visit the Village Hall to pick up any permits you may need to evaluate your Facade Improvement process, i.e., sign permits, building permits, electrical, etc.
- _____ Attach copies of all permits for the project to the FIP application for Board review.
- _____ Village Clerk has signed off on the project (if applicable): *initials* _____
- _____ Fill out the application and return it to the Village Clerk at Village Hall with all requested supporting material. No applicant will be reviewed at the DDA meeting without having first contacted the Community Development Director to evaluate property completion of all paperwork. Submissions due no later than the 3rd Friday of the prior month for consideration at the next scheduled DDA meeting.
- _____ Clerk to confirm all real and personal property to any unit of government and utilities owed to Village are paid in full before proceeding with the Application.
- _____ If the Clerk feels it necessary to call on the Facade Work Group, comprised of members of the DDA Board, to assist in evaluating the FIP application and supporting material a meeting will be scheduled prior to the regularly held DDA meeting. This situation would only be required in rare circumstances but may require additional time.
- _____ Clerk reviews all application material and then forwards the recommendations on to the DDA at the following DDA Meeting held on the 1st Wednesday of the month at 7:30 a.m. in Council Chambers at Village Hall. Applicants are encouraged to attend the meeting to answer any additional questions that may arise.
- _____ The DDA reviews project submitted and approves or denies funding. Applicant receives a letter committing funds or conditions for receipt of funding if approved.
- _____ Applicant must commence project within 60 days of receiving grant approval and

complete project within 12 months. If this time line cannot be met, applicant must return to the DDA in verbal or written format and request re-evaluation and extension.

— **Any modification** (unplanned, unforeseen, or otherwise) to the approved application must be authorized by the Village Clerk who may refer a decision to the DDA.

— Once the applicant has completed the Facade Improvement and has collected all of his/her receipts, they must be presented to the Community Development Director by the second Thursday of the month to be included in the monthly DDA meeting for review. DDA reviews paid receipts at the scheduled meeting and votes on the amount to be awarded for the grant.

— Village Treasurer writes a check from the DDA account within 30 days and it is mailed to the address provided on the application, after again confirming that all real and personal property or utility tax bills are paid current.

NOTE: Project will not be considered for funding if:

- Application process is not complete prior to the beginning of construction
- All documentation requested in the application is not provided
- Final financial report is not complete with required documentation
- The property's taxes and other City accounts are not current.

**A FIVE (5) YEAR
FACADE IMPROVEMENT EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that _____ whose address is _____ (the "Owner" and/or "Grantor"), for and in consideration of the sum of _____ Dollars (\$ _____) and other valuable consideration, receipt of which is acknowledged, paid to them by **the Village of Fowlerville Downtown Development Authority (hereinafter "FDDA")**, whose address is 213 South Grand Avenue, Fowlerville, MI 48836, (the "Grantee"), does hereby convey, grant and release to the GRANTEE, its successors and assigns, a exclusive easement, for five (5) years from the date of issuance, over the facade of the building or structure located on the property that is legally described as being located in the Village of Fowlerville, County of Livingston, State of Michigan to wit:

Insert Legal Description
(not from a tax bill)

Tax Identification Number: _____
Commonly Known As: _____

For the purpose of this document, the facade of a building or structure shall be defined as the front exterior of the building with an imposing or decorative face and any exterior sides of the building facing a public way or space and finished accordingly. The facade of a building shall include stairs, ramps, hand rails, fire escapes, all signs promoting the premises commercial/residential uses mounted to the building, exterior walls, exterior windows, exterior doors, storefronts, paint/siding/brick/stone or other materials on the exterior walls, awnings, exterior lights, exterior architectural features like ginger breading and other similar exterior attributes.

The FDDA (Grantee) has purchased from the Grantor for a sum certain an improved facade of the building or structure located on the above described property. As part of the process, and prior to closing on this Easement, the FDDA has secured photographic evidence of the current condition of the improved facade over which the Facade Improvement Easement is being purchased with the repairs/improvements contemplated in the Application for said easement already in place. At least one photograph of each side has be taken and preserved by the Grantee. From the date of the grant of this Easement, the Grantor shall have an unconditional obligation to maintain said facade in good condition for five (5) years.

If any maintenance or repair work is required to the facade during the five (5) year

period to maintain it in its current state as depicted in the photographs¹, then the FDDA expects the Grantor to make said repairs and perform said maintenance without the involvement of the FDDA. However, if during the next five (5) years it appears the Grantor has failed to do same timely, then:

1. The FDDA shall make a determination that work is required to maintain or repair the facade to the condition it was in at the time the Easement was entered into, which decision shall be made in its sole discretion.
2. If the FDDA determines work is required on the facade, then it shall write the owner, and tenant if applicable, and inform them of the work required.
3. The owner, and if applicable the tenant, shall have thirty (30) days to present to the FDDA a proposal to complete the work, which work must be completed within ninety (90) days of the notice received under paragraph 2 above, unless a longer period is approved by the FDDA due to climatic conditions.
4. If the work is not completed within the time frame outlined in paragraph 3 above, the FDDA then has the right, but not the obligation, to perform the work itself. If the FDDA does perform the work, then it is authorized to record a written lien on the property for the cost of the repairs and/or maintenance, including the cost of labor and materials. This lien shall survive any termination of the Easement after five (5) years.
 - 4.1 The Grantee may remove pavement, fences, shrubs, trees, or other surface or subsurface landscaping or improvements, and disrupt the business activities of the tenants/owners that are being conducted in the building, if required, for its exercise of the easement rights to remedy a problem with the facade during the term of this easement. This conveyance includes a release of any and all claims to damages arising from or incidental to the exercise of any of the rights granted herein.
5. The FDDA may bring a legal action against the owner, and where applicable the tenant, to collect its lien under paragraph 4, in which case the WmDDA's actual attorney fees and costs shall be awarded to the WmDDA in addition to the value of the lien.

The Grantor shall not place, or permit to be placed, trees, major shrubbery, fences, buildings, structures or any other construction of any kind or nature upon, over, in front of, or under the above-described facade without the prior written consent of the Grantee during the term of this easement.

So long as Owner is not in default with the terms of this Easement, Owner may terminate the Easement earlier than five (5) years by repaying the entire sum (without proration) of the consideration for the Easement to the Village of Fowlerville Clerk in exchange for an early discharge of the Easement.

¹ The determination of whether something is being maintained in its current state as depicted in the photographs shall be made by the Grantee or its agent, in its sole discretion. Said decision shall not be challenged by Grantor.

The Grantor reserves the right to grant to others additional easement rights, in the easement hereby being granted, only for the installation and maintenance of gas, electric power, telephone structures and lines and other similar public/private utilities; said right being subject to approval by the Grantee as to location and size of the proposed easement and utilities. Said approval by the Grantee shall not be unreasonably withheld. All such additional easements shall be subject to the prior rights of the Grantee and additional expenses incurred in the construction (other than the original installation), maintenance, repair, or replacing of the improvements installed per this easement resulting from these additional easements and the presence of gas, electric, or telephone structures and lines, shall be assumed by the Grantor or the owners of the structures or lines causing such extra expense.

This Agreement shall be binding on and inure for the benefit of the parties hereto, their heirs, representatives, successors, and assigns. The rights granted in this Agreement may be assigned by Grantee in the whole or in part without the written consent of the Grantor. The Grantor may not assign the rights and responsibilities of this Easement without the written approval of the Grantee.

This easement shall run with the land for the term of five (5) years from its date of execution. Five years and one day after the easement is granted, the Easement shall automatically terminate without any further affirmative action by the FDDA.

If the parties are required to go to court to enforce their rights under this Agreement, the losing party shall pay the victorious parties actual attorney fees and costs.

The parties hereto have read the above easement, understand it, and agree to be bound by its terms and conditions.

Executed this _____ day of _____, 201__.

Owner/Grantor:

By: _____

Its: _____

Dated: _____

Subscribed and sworn to before me this
_____ day of _____, 201__.

_____, Notary Public
County of _____, State of Michigan
My commission expires on _____
Acting in the County of _____

Grantee:

Mr. Ronald G. Daly
Chairperson of the Village of Fowlerville
Downtown Development

Authority _____

Dated: _____

Subscribed and sworn to before me this
_____ day of _____, 201__.

_____, Notary Public
County of _____, State of
Michigan
My commission expires on _____
Acting in the County of _____

Prepared By and Return to:
John L. Gormley (P-53539)
Gormley and Johnson Law Offices, PLC
Attorney for the FDDA
P.O. Box 935
Fowlerville, MI 48836
(517) 223-3758

EXHIBIT E

VILLAGE OF POWELLVILLE
DOA
ESTIMATED REVENUES
2003-2016

	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
AGE														
0-15	\$ 16,100,000.00	\$ 16,600,000.00	\$ 17,100,000.00	\$ 17,600,000.00	\$ 18,100,000.00	\$ 18,600,000.00	\$ 19,100,000.00	\$ 19,600,000.00	\$ 20,100,000.00	\$ 20,600,000.00	\$ 21,100,000.00	\$ 21,600,000.00	\$ 22,100,000.00	\$ 22,600,000.00
16-25	\$ 10,000,000.00	\$ 10,500,000.00	\$ 11,000,000.00	\$ 11,500,000.00	\$ 12,000,000.00	\$ 12,500,000.00	\$ 13,000,000.00	\$ 13,500,000.00	\$ 14,000,000.00	\$ 14,500,000.00	\$ 15,000,000.00	\$ 15,500,000.00	\$ 16,000,000.00	\$ 16,500,000.00
26-35	\$ 8,000,000.00	\$ 8,500,000.00	\$ 9,000,000.00	\$ 9,500,000.00	\$ 10,000,000.00	\$ 10,500,000.00	\$ 11,000,000.00	\$ 11,500,000.00	\$ 12,000,000.00	\$ 12,500,000.00	\$ 13,000,000.00	\$ 13,500,000.00	\$ 14,000,000.00	\$ 14,500,000.00
36-45	\$ 6,000,000.00	\$ 6,500,000.00	\$ 7,000,000.00	\$ 7,500,000.00	\$ 8,000,000.00	\$ 8,500,000.00	\$ 9,000,000.00	\$ 9,500,000.00	\$ 10,000,000.00	\$ 10,500,000.00	\$ 11,000,000.00	\$ 11,500,000.00	\$ 12,000,000.00	\$ 12,500,000.00
46-55	\$ 4,000,000.00	\$ 4,500,000.00	\$ 5,000,000.00	\$ 5,500,000.00	\$ 6,000,000.00	\$ 6,500,000.00	\$ 7,000,000.00	\$ 7,500,000.00	\$ 8,000,000.00	\$ 8,500,000.00	\$ 9,000,000.00	\$ 9,500,000.00	\$ 10,000,000.00	\$ 10,500,000.00
56-65	\$ 2,000,000.00	\$ 2,500,000.00	\$ 3,000,000.00	\$ 3,500,000.00	\$ 4,000,000.00	\$ 4,500,000.00	\$ 5,000,000.00	\$ 5,500,000.00	\$ 6,000,000.00	\$ 6,500,000.00	\$ 7,000,000.00	\$ 7,500,000.00	\$ 8,000,000.00	\$ 8,500,000.00
66-75	\$ 1,000,000.00	\$ 1,500,000.00	\$ 2,000,000.00	\$ 2,500,000.00	\$ 3,000,000.00	\$ 3,500,000.00	\$ 4,000,000.00	\$ 4,500,000.00	\$ 5,000,000.00	\$ 5,500,000.00	\$ 6,000,000.00	\$ 6,500,000.00	\$ 7,000,000.00	\$ 7,500,000.00
76-85	\$ 500,000.00	\$ 750,000.00	\$ 1,000,000.00	\$ 1,250,000.00	\$ 1,500,000.00	\$ 1,750,000.00	\$ 2,000,000.00	\$ 2,250,000.00	\$ 2,500,000.00	\$ 2,750,000.00	\$ 3,000,000.00	\$ 3,250,000.00	\$ 3,500,000.00	\$ 3,750,000.00
86-95	\$ 250,000.00	\$ 375,000.00	\$ 500,000.00	\$ 625,000.00	\$ 750,000.00	\$ 875,000.00	\$ 1,000,000.00	\$ 1,125,000.00	\$ 1,250,000.00	\$ 1,375,000.00	\$ 1,500,000.00	\$ 1,625,000.00	\$ 1,750,000.00	\$ 1,875,000.00
96-105	\$ 125,000.00	\$ 187,500.00	\$ 250,000.00	\$ 312,500.00	\$ 375,000.00	\$ 437,500.00	\$ 500,000.00	\$ 562,500.00	\$ 625,000.00	\$ 687,500.00	\$ 750,000.00	\$ 812,500.00	\$ 875,000.00	\$ 937,500.00
TOTAL	\$ 50,000,000.00	\$ 52,500,000.00	\$ 55,000,000.00	\$ 57,500,000.00	\$ 60,000,000.00	\$ 62,500,000.00	\$ 65,000,000.00	\$ 67,500,000.00	\$ 70,000,000.00	\$ 72,500,000.00	\$ 75,000,000.00	\$ 77,500,000.00	\$ 80,000,000.00	\$ 82,500,000.00